

CONTACT INFORMATION OF CUSTOMER SERVICE OFFICES**CENTRAL TELEPHONE HELPDESK**

Telephone number:	(06-80) 484 484
Available:	Monday - Friday: between 8.00-16.00

CONTACT INFORMATION FOR WRITTEN ENQUIRIES

Central postal address:	Budapest 1963 1081 Budapest, II. János Pál Pápa tér 20.
Central fax number:	(06-1) 482-1758
Email:	uzletiugyfelek@mvm.hu
Website:	www.mvmenergiakereskedo.hu

CONTACT INFORMATION FOR ENQUIRIES IN PERSON

Central address:	1081 Budapest, Fiumei út 9-11.
Opening hours:	Monday-Friday: between 8:00-15:00

CONTACT INFORMATION FOR ENQUIRIES IN PERSON – DOMESTIC USERS

Address:	1149 Budapest, Pillangó park 7.
Opening hours:	Monday: 08:00-14:00 Tuesday: 08:00-14:00 Wednesday: 08:00-20:00 Thursday: 08:00-14:00 Friday: 08:00-14:00

REPORTING GAS LEAKS TO THE NATURAL GAS DISTRIBUTOR (AVAILABLE 24 HOURS):

Csepeli Erőmű Kft.	06 1 278-5460
E.GAS Gázelosztó Kft.	06 93 500-500
E.ON Dél-dunántúli Gázhálózati Zrt.	06 80 424-242
E.ON Közép-dunántúli Gázhálózati Zrt.	06 80 301-301
MVM Égáz-Dégáz Földgázhálózati Zrt.	06 80 440-141
MVM Főgáz Földgázhálózati Kft.	06 80 477-333
ISD POWER Kft.	06 25 584-303
MAGÁZ Magyar Gázszolgáltató Kft.	06 93 500-5002
NATURAL GAS SERVICE Kft.	06 52 953-817
Ózdi Energiaszolgáltató és Kereskedelmi Kft.	06 30 438-2172
OPUS TIGÁZ Zrt.	06 80 300-300

Annex 2**THE CALCULATION PROCEDURES AND PARAMETERS APPLIED DURING SETTLEMENT****1. Settlement****1.1. Method of determining the settlement heat quantity and the energy amount****1.1.1. General provisions**

Settlement can take place on the basis of the quantity of heat (MJ) formed from the standard condition cubic meter (g_{nm}³) determined applying the volume of delivered and received natural gas, or on the basis of the amount of energy formed from the quantity of heat (kWh).

The used quantity of heat shall be determined as the product of the standard condition cubic meter and the calorific value, while the used amount of energy shall be determined as the quotient of the quantity of heat used and the conversion factor used for conversion from MJ to kWh. During the process of settlement based on quantity of heat, standard condition cubic meter shall be understood at a reference temperature of 15° C (288.15 K) and a pressure of 101.325 kPa. For settlement based on the energy amount, standard condition cubic meter is understood at a reference temperature of 0° C (273.15 K) and a pressure of 101.325 kPa.

For Buyers with consumption metering equipment, the following factors must be considered to determine the pressure and temperature correction:

- overpressure of the supplied natural gas,
- the barometric pressure value belonging to the altitude of the Place of Consumption, and
- the daily soil temperature.

The overpressure of the supplied natural gas is a value fixed in the general terms of business of the territorially competent natural gas distributor. Exceptions are the places of consumption with gas consumption at unique pressure values, where the individually set service overpressure value shall be taken into account when calculating the correction factor.

To determine the altitude levels, taking into account the location of the gas supply sites, we take into account the average of the maximum and minimum altitude values recorded by the Land Registry in relation to the Baltic Sea.

The National Meteorological Service communicates the barometric pressure values assigned to the altitude levels and the daily ground temperature data to the Seller on a daily basis. When determining the correction factor for a given settlement period, the arithmetic mean of the daily basic data (barometric pressure, daily ground temperature) shall be taken into account.

In the partial invoicing system, the value of the pressure correction factor on the Partial Invoices is always one (1).

In case of a partial invoice, the Seller shall calculate with a value of 1 as a pressure or pressure-temperature correction factor, and the so-called regional calorific value formed from the actual calorific values related to the calorific value region of the Place of Consumption in case of mass-managed users supplied from the free market, or a calorific value of 34.2 MJ/m³ in all other cases, which can be found on the current partial invoice. The quantity of heat charged in the Partial Invoice shall be determined on the basis of these values.

In case of partial invoicing and kWh-based settlement, the Seller shall take into account the average calorific value of 11.3 kWh/m³ and the national average of the volume conversion factors between the GVC-based energy of 25/0°C reference temperature expressed in kWh and the NCV-based energy of 15/15°C reference temperature expressed in MJ of the feed-in/release points of the Natural Gas Transmission System.

The application of the average calorific value and that of the regional calorific value and the correction factor makes it possible to bring the quantity of heat charged in the Partial Invoices closer to actual consumption on an annual basis, thus avoiding exceptionally high settlement invoices.

1.1.2. Settlement in case of domestic consumers

In case of consumption metering equipment placed outdoors, a so-called a temperature-compensated consumption metering appliance is installed, which performs the temperature correction automatically. No temperature correction is performed in case of consumption metering equipment placed indoors.

Two factors shall be taken into account for pressure correction:

- overpressure inside the consumption metering equipment,
- the barometric pressure value belonging to the altitude above sea level of the place of consumption.

To determine the altitude levels above sea level, we take into account the average of the maximum and minimum altitude values with reference to the Baltic Sea recorded by the Land Registry in order to determine the altitude value typical of the given area.

The barometric pressure values assigned to the altitudes above sea level are communicated daily by the National Meteorological Service to the Seller. The pressure correction factor related to the settlement period shall be determined from the daily data of the barometric pressure values and the value of overpressure inside the gas meter.

The pressure correction factor rounded to four decimal places related to the settlement period is displayed in a separate field in the issued invoice.

1.1.3. Settlement in case of non-domestic consumers

If the consumption metering equipment at the Place of Consumption is not fitted with a conversion device that automatically performs volume correction or if the equipment fails, the data required for the calculation shall be determined as follows:

- barometric pressure: as in case of domestic consumers
- overpressure inside the consumption metering equipment: from the data of a certified pressure recorder installed at the measurement point, in the absence of which the nominal working pressure shall be taken into account
- gas temperature inside the consumption metering equipment: from the data of the certified temperature recorder installed at the measurement point or, in the absence of that, using the soil temperature specified by the National Meteorological Service, measured at a depth of 1 meter

In the case of a metering system with a volume corrector, the basis of settlement shall be the value of the volume of natural gas read on (extracted from) the conversion corrector.

In the event of a failure of the conversion corrector, the settlement shall be based on the quantitative value measured on the operating meter, taking into account the above corrections.

2. Determination of the standard condition cubic meter

The volume shall be converted to the standard condition volume using the following formula:

$$V_{gn} = V_{ii} \times \frac{T_{gn}}{T_o + t_{ii}} \times \frac{P_b + \Delta_p}{P_{gn}} [m^3]$$

where:

V_{gn}	=	gas volume converted to the standard condition volume (g m^3)
$V_{\bar{u}}$	=	the measurement condition volume measured by the gas meter (m 3)
T_{gn}	=	temperature of standard condition gas: 288.15 K (15°C)
T_o	=	gas temperature in standard physical condition: 273.15 K (0°C)
$t_{\bar{u}}$	=	the measurement temperature of the supplied gas (°C)
P_{gn}	=	the pressure of the standard condition gas: 1013.25 mbar
$p_{\bar{u}}$	=	absolute working pressure of gas $p_{\bar{u}} = p_b + \Delta_p$ (mbar)

where: p_b = the average of the barometric pressure values of the metering period at the place of consumption (mbar)

Δ_p = the overpressure inside the gas metering device at the place of consumption

The pressure correction factor (K_{ny}) is determined using the following formula:

$$K_{ny} = \frac{P_b + \Delta_p}{P_{gn}}$$

Issues not regulated in this Annex are included in the general terms of business of the territorially competent natural gas distributor.

3. System engineering determination of the settlement quantity

3.1. General provisions

The quantity of natural gas sold by the Seller to the Buyer during the settlement period shall be determined by the Seller on the basis of the reading (data recording) of the consumption metering equipment serving to measure the Place of Use by the Seller or on the basis of the data reported by the Buyer.

The settlement invoice may be issued on the basis of the consumption meter data actually read by the natural gas distributor or, in case of a remotely readable meter, actually recorded, and indicated on the invoice. Regarding the annual invoicing period, the consumption metering equipment shall be read once a year.

3.2. Method of determining the thermal consumption

If the consumption metering equipment cannot be read successfully, the meter reading for settlement purposes shall be determined by an estimate in accordance with the general terms of business of the natural gas distributor.

If the natural gas distributor or the user does not communicate to the Seller the consumption data necessary for the settlement, or if the data do not prove to be correct, the Seller shall be entitled to apply the determination of thermal consumption as defined below to make settlement with the Buyer.

The meter reading determined on the basis of the distributor's estimate or the thermal procedure and the gas consumption estimated at the given moment and determined according to the previous meter reading shall be equivalent with respect to the periodical settlement and invoicing of the gas consumption. If the actual meter reading becomes available after the estimation of the meter reading by the natural gas distributor, the Seller shall recognize the actual meter reading as an interim meter reading in the settlement of the gas consumed between the meter reading estimated by the natural gas distributor and the forthcoming annual reading. If the Buyer raises a justified objection to the invoiced quantity or the distribution of the consumption within the payment deadline, the Seller shall correct the settlement.

The Seller shall determine the daily heat quantities of the settlement period based on the consumption of the previous so-called base period, corrected for the temperature of the actual period (determination of thermal consumption).

Thermal consumption shall be determined as follows:

- It is based on the daily heating temperature factor calculated from the daily average temperature and the periodic consumption curve formed from it (point 5).
- The heating temperature factor is the temperature difference required to heat the interior of a building to 20°C. In determining this, the Seller assumes that heating is required below an outdoor temperature of 16°C. The method of determining the heating temperature factor:
 - if the average outdoor temperature is below 16°C, the difference between room temperature (20°C) and the outdoor daily average temperature (e.g. if the average temperature on the given day is -2°C, then the daily heating temperature factor is $20 - (-2) = 22$)
 - if the daily average temperature is over 16°C, the daily heating temperature factor is
 - o 1 (one) in case of mixed and linear use,
 - o 0 (zero) in case of heating use.
- The distribution of thermal consumption is based on the consumption curve under point 5, which shall be determined on the basis of the daily actual values (daily average temperature data) corresponding to the weather of the respective settlement period.

The Seller applies the determination of thermal consumption in the following cases:

- Determination of the expected annual quantity following the annual settlement, which forms the basis of the Partial Invoice values.
- In the absence of a meter reading or an estimate by the distributor (annual settlement, change of traders), to determine consumption in the event of a change of traders.
- To determine consumption for a period other than the settlement period (e.g. change of users).
- For the purposes of distributing consumption within a given period needed for the application of price changes, VAT, etc..

4. The description of partial invoicing

4.1. General provisions

The Seller may apply the method of partial invoicing when recognizing the consideration for (price of) the quantity of the natural gas consumed, if the settlement period for any given Place of Consumption is more than one month long. In this case, the settlement invoice for the closed consumption period shall be issued on the basis of the meter reading or estimated by the natural gas distributor or its agent, while invoices will be issued regularly (monthly) or based on the meter readings regularly communicated by the Buyer (dictating) or according to the expectable monthly consumption set out in the Contract between the two readings, i.e. during the settlement period.

If the settlement period is longer than one month, the Seller shall be entitled to issue one invoice fewer than the number of months in the settlement period.

Following the annual reading of the consumption metering equipment, the Seller issues a settlement invoice for the last day of the settlement period and settles accounts with the Buyer in full for the settlement period, which also includes itemized financial settlement. The HUF amount of the Partial Invoices issued during the settlement period will be deducted from the settlement invoice.

The Buyer may request invoicing based on monthly consumption if he/she undertakes to communicate (dictate) meter readings on a monthly basis through the channels provided by the Seller. The meter reading can be communicated in accordance with the reading cycle indicated on the invoice as informative data, in the time interval displayed on the invoice.

If the user does not fulfill his/her obligation to report the monthly meter reading or fulfills it beyond the deadline, the Seller shall be entitled to issue a Partial Invoice based on the average

consumption data of the previous, so-called base period. The Seller shall recognize the amount of the Partial Invoice in the invoice issued on the basis of the following actual meter reading (reading, dictation, estimation by the distributor).

If the Buyer fails to meet his/her monthly meter reading (dictating) obligation in at least two successive months within the annual reading period or at least three times during the annual reading period, then the settlement based on the monthly consumption reported by the Buyer shall automatically be replaced with partial invoicing based on temperature following the settlement and invoicing of the annual reading result. Invoicing based on the actual monthly consumption reported by the Buyer is possible at the request of the Buyer, if the conditions are met.

In case of dictating meter readings, the monthly consumption shall be recognized on the basis of the consumption data provided by the Buyer after each reading is dictated; therefore no settlement invoice covering a full annual period will be issued in case of invoicing based on the Buyer's monthly data reporting.

4.2. The description of temperature-based partial invoicing

The consumption forecast for the period from the current reading to the date of the next scheduled reading and its distribution by service periods is determined as follows in case of temperature-based partial invoicing.

The consumption in the *base period* (typically the previous year) is divided by the sum of the heating temperature factors of the relevant period. The gas consumption projected to the per unit heating temperature factor thus obtained is multiplied by the sum of the heating temperature factors forecast for each service period. As a result, we obtain the gas consumption values calculated for each service period, i.e. the monthly temperature-based partial invoice quantities.

$$x_r = \frac{s_r \cdot x_b}{s_b}$$

where

x_r = the partial quantity calculated for the invoicing period

s_r = the sum of the heating temperature factors of the invoicing period

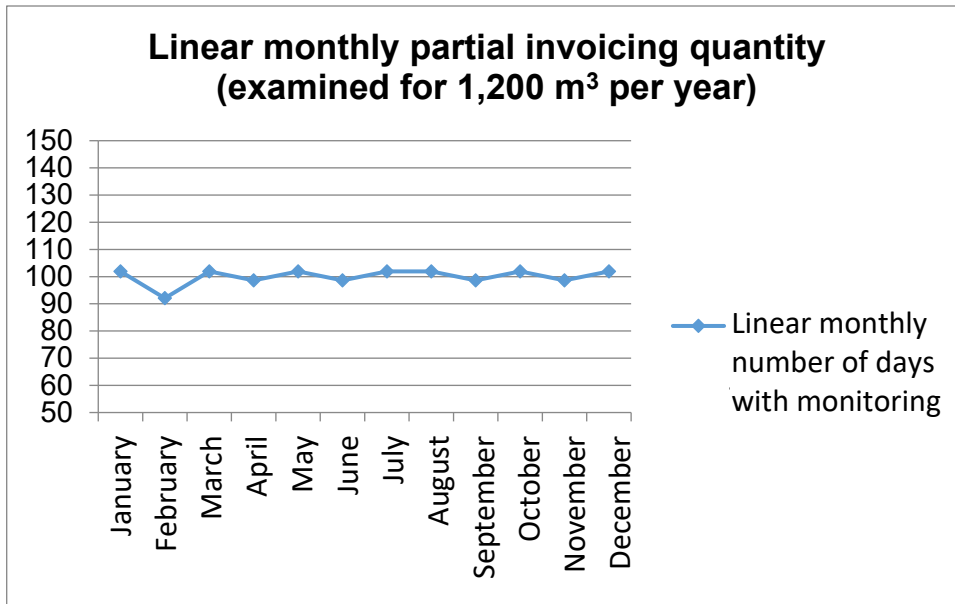
x_b = gas consumption of the base period

s_b = the sum of the heating temperature factors of the base period

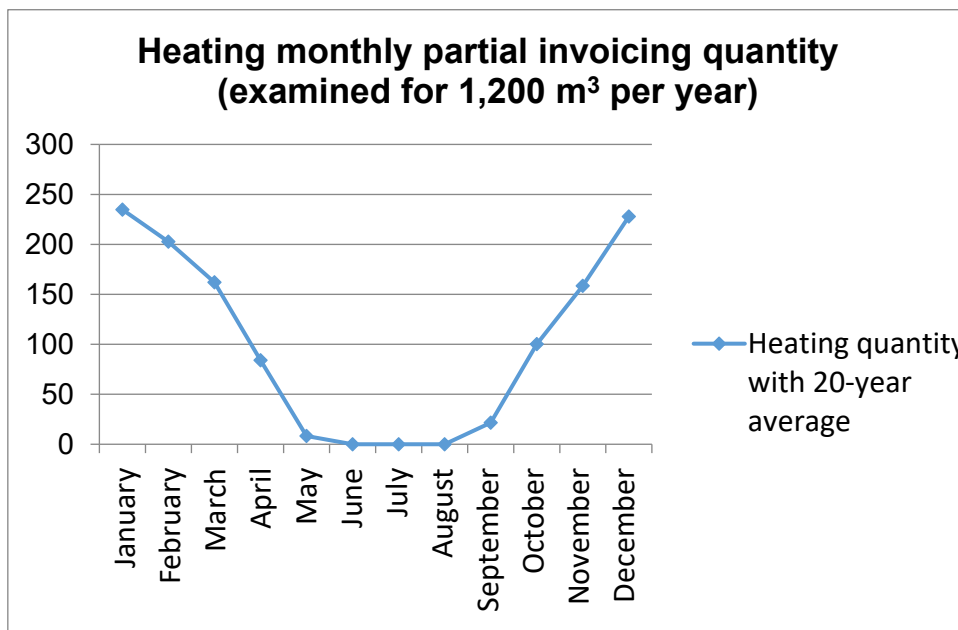
(By the forecast period we mean the period from the annual reading to the date of the next planned reading, while the service period means the monthly break-up of the forecast period.)

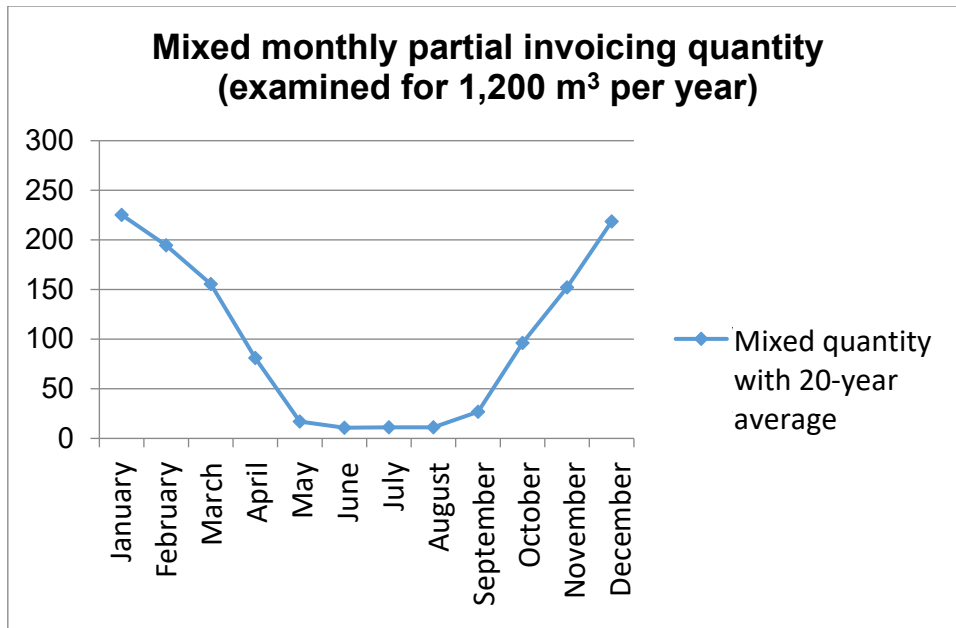
The actual temperature factors and those of the 20-year average can be viewed on the website.)

The examples below show the tendency of the distribution of annual gas consumption of 1,200 m³ in the invoicing periods calculated using the above formula.



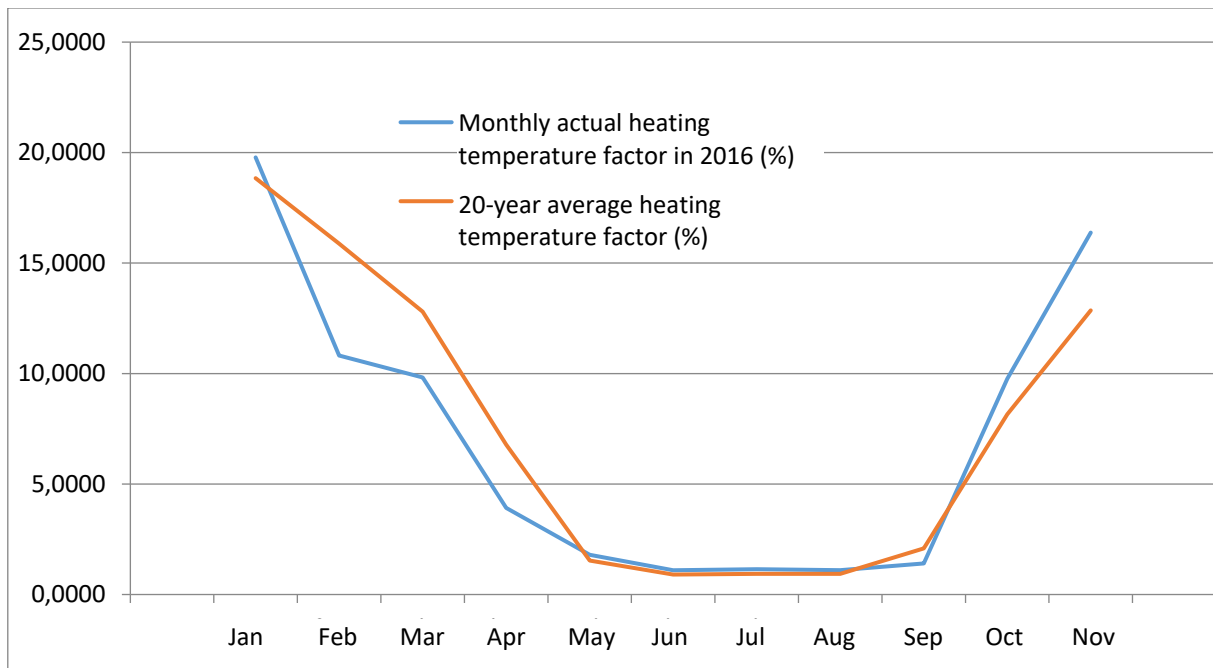
**The value of the heating temperature factor is 1 for every day in case of linear consumption.*





5. Distribution of thermal consumption curve

Name	Monthly actual heating temperature factor in 2016 (%)	20-year average heating temperature factor (%)
Jan	19.7818	18.8418
Feb	10.8154	15.8787
Mar	9.8268	12.8011
Apr	3.9175	6.7845
May	1.7977	1.5328
Jun	1.0984	0.9034
Jul	1.1460	0.9335
Aug	1.1020	0.9335
Sep	1.4096	2.0868
Oct	9.7646	8.1547
Nov	16.3805	12.8614
Dec	22.9598	18.2878
Total	100.0	100.0



GENERAL CONTENT ELEMENT OF CONTRACTS

- details of the contracting parties,
- the starting date of the use of the natural gas trading service,
- duration of the contract, expiry date of the fixed-term contract,
- identification of the place of consumption and connection point,
- the size of purchased and booked capacity,
- the Buyer's demand for natural gas,
- the rules of measuring the quantity of natural gas,
- the frequency and rules of technical settlement of measurement and delivery/receipt,
- obligations to provide data and information,
- management of breakdowns due to maintenance, crisis situations and malfunctions,
- the price of the natural gas trading service valid at the time of concluding the Contract,
- the rules of applying any contractual penalties or other financial guarantees that may be applied,
- invoicing and payment method, reading, settlement and invoicing periods, payment terms,
- cases and legal consequences of breach of contract, in particular the detailed conditions of disconnection,
- rules of cooperation between the Contracting Parties,
- cessation or termination of the contract, conditions of termination or extension,
- the name and registered office of the natural gas distributor to whose network the Buyer is directly or indirectly connected,
- contracted performance by restriction category; the obligation of the user's self-limitation in case of restriction; the possibility for the system operator to intervene and the manner of implementation, including the limitation of the natural gas capacity of the user supplied through the transmission line; for users where the restriction of natural gas consumption would result in the release of substances posing a serious threat to human life or health or the environment, the temperature limit below which harmful substances are likely to be released into the environment; the user's obligation to report data changes,
- confidentiality obligation,
- data protection.



CONTRACT TEMPLATE AND GTC
for non-domestic users eligible for universal service

NATURAL GAS TRADING CONTRACT
for users equipped with consumption metering equipment not exceeding the nominal (total) capacity of 20 m3/h

1. The contracting parties**1.1. Details of the Trader:**

Company name: **MVM Next Energiakereskedelmi Zrt.**
Registered office and postal address: **1081 Budapest, II. János Pál pápa tér 20., 1438 Budapest, Pf. 583**
Contact phone number and email address: **+36 80 484 484, mvmfoldgazkvv@mvm.hu**
Name of main bank, bank account number: **CIB Bank Zrt., 10700024-02568209-51200002**
Company registration number: **01-10-140263**
Tax number: **26713111-2-44**

1.2. Details of the User:

Name:
Business partner code:
Registered office:
Invoice forwarding and postal name and address:
Company registration number:
Tax number:

2. Subject of the contract

According to this Contract and in accordance with the conditions specified therein, the Trader sells and the User purchases the natural gas made available by the Trader (Service) against payment of the fee specified under section 3.

The detailed data of the place(s) of consumption (identification and nominal capacity of each measurement point, the required amount of natural gas, name of the natural gas distributor and the technical characteristics) are found in Section 11 of the Contract.

The Trader shall provide the User with a full range of natural gas supply, which also ensures access to the cooperating natural gas network, in respect to which the User transfers to the Trader its right of disposal with regard to the (transmission, storage and distribution) network capacities needed to perform this Contract he/she enjoys by law and required for the performance of this Contract and entrusts the Trader to conclude the contracts necessary for the performance of the Contract with the system administrators.

3. Method of determining the fee payable for the Service, price

Determination of the tariff and the net price valid at the time of contracting:	
Base fee (by place of consumption)*	HUF/year
Gas fee unit price (GD)*	HUF/MJ
Other tariff elements at the time of concluding the Contract:	
The fee payable to the HUSA after the quantity of natural gas consumed by the User*	HUF/GJ, HUF/MWh
Excess fee*	Ft/GJ, HUF/MWh
VAT	%

* The price valid at the time of contracting does not contain the amount of the VAT

4. Duration of the Contract

Starting date of natural gas supply:	
Expiry of the Contract:	

The Contract shall enter into force at the time of its conclusion. The Trader shall start making the natural gas quantity available under the Contract on the starting date of the natural gas supply.

The Parties agree that the starting date of the natural gas supply may be changed to the first day of the second month after the full receipt of the documents if the contractual documents accepted by the Trader are sent or signed by the User beyond the validity period of the contractual offer.

This Contract is concluded for a definite period of time and cannot be terminated by ordinary termination.

The Trader may initiate the extension of the Contract in writing until the 90th day before the expiry of the fixed-term Contract, specifying the conditions for the supply of natural gas for the extended period. In this case, if the User does not notify the Trader in writing before the 60th day preceding the expiry of the Contract that he/she does not request the extension of the Contract, the Contract shall be extended with the terms and conditions specified in the trader's offer.

The preconditions for the entry into force of the Contract shall be the connection of the place of consumption to the distribution network and the User's valid and effective distribution network access agreement.

The Natural Gas Trading General Terms of Business of the Trader (hereinafter: the General Terms of Business) and the General Terms of Contract forming part thereof may be viewed on the website www.mvmenergiakereskedo.hu. By signing this Contract, the User acknowledges that he/she has read the General Terms of Business and the contents of the General Terms of Contract forming part of them prior to signing this Contract, and accepts the contents thereof with binding force to itself. The Trader reserves

the right to change the General Terms of Business and the General Terms of Contract forming part thereof. The User shall be informed of any change in the manner specified in the General Terms of Business.

Pursuant to this Contract, the services related to system operation, natural gas transmission, storage and distribution shall be deemed provided to the User.

5. Early Contract termination: The detailed conditions are determined under Section 7.1.3 of the General Terms of Contract.

The Trader may refuse consent to the termination or make it conditional. If the Trader does not consent to the termination of the Contract or the condition imposed by the Trader is not fulfilled, but the Contract is nevertheless terminated for a reason attributable to the User, the User shall pay a contractual penalty to the Trader.

6. Duration of the settlement and invoicing period; method of invoicing

Settlement

The annual correction of the partial invoices shall be settled on the basis of a meter reading once a year, based on the readings performed by the territorially competent natural gas distributor as described in its general terms of business, on the basis of which the settlement invoice is issued to the User.

The parties declare that the meter reading is performed by the natural gas distribution licensee. The User is aware that the Trader requests the settlement metering data from the natural gas distribution licensee and stores them, and the User declares that he/she accepts these data as the basis for the settlement according to the Contract.

The Parties agree that the Base fee and the Gas Fee will be settled on a monthly basis.

Invoicing

The parties agree that in case of settlement by partial invoices, the invoices shall be issued on a monthly basis.

In all cases, the invoice shall be issued in Hungarian forints in accordance with Section 3.

The detailed rules for settlement and invoicing are contained in the General Terms of Contract.

7. Method of payment

The parties agree that the fee for the Service shall be paid within 15 calendar days from the date of the invoice.

The parties agree that the fee for the Service shall be paid by the User by individual bank transfer.

If the User makes a payment for several invoices issued by the Trader at the same time by a single bank transfer, it shall send the distribution of the performance between the individual invoices to the Trader at the following contact details: avizo@mvm.hu

8. The Trader's mandate

By signing this Contract, the User mandates the Trader to act with full authority on behalf of the User at the territorially competent natural gas distributor when concluding the distribution network access contract and to treat it as an agent.

By signing this Contract, the Trader accepts the mandate.

The User acknowledges that the Trader shall be entitled to use a third party for the purposes of carrying out the above mandate.

9. Termination of the natural gas supply contract and authorization for change of traders

At the same time as signing this Contract, the Parties agree that all previous agreements (including universal service agreements between the Parties), legal declarations and other documents concluded between them concerning the subject of the Contract shall become null and void on the date of commencement of natural gas supply specified in this Contract and the legal relationship of the Parties in relation to the subject matter of the Contract shall be determined exclusively by this Contract with the effective date of the starting date of the natural gas supply specified therein.

The Parties agree that, by signing this Contract, they consider that the notification obligation of MVM Next Energiakereskedelmi Zrt as a universal service licensee in the natural gas industry under Paragraph (1), Section 31/B of Act XL of 2008 has been fulfilled.

By signing this Contract, the User authorizes the Trader to act with the competent system operator and take the necessary measures in order to change traders, if necessary.

10. Other provisions

If there is a change in the User's data, the User shall inform the Trader within 15 days thereof.

If the User is not a natural person of Hungarian nationality or a legal person registered/entered in the records in Hungary, the Parties stipulate the jurisdiction of a Hungarian court with the competence and powers under the act on civil procedure to judge their potential future legal disputes related to civil and commercial matters that cannot be settled amicably, under Point 1, Section 5 of the Council Regulation 44/2001/EC of 22nd December 2000 on Jurisdiction and the recognition and enforcement of judgments in civil and commercial matters or Section 99 of Act XXVIII of 2017 on private international law.

The classification of the natural gas capacity consumed by the User in restriction categories shall be made in accordance with the relevant legal regulations; the restriction classification of the given place(s) of consumption shall be included in section 11. The user declares that he/she is aware of the current regulation of the restriction classification and the obligations and procedural rules he/she is bound by on the basis thereof. With the exception of domestic consumers, the User's classification into a non-restricted restriction category shall be possible on the basis of the User's duly signed declaration. The User takes note that if he/she qualifies as a basic social service provider in accordance with Paragraph 3, Section 75 of the GET, he/she shall complete the declaration available on the Trader's website and send it to the Trader. Based on this declaration of the User, the Trader shall be entitled to unilaterally change the restriction category specified under point 11.2 of this contract in accordance with the User's declaration, of which the User shall be informed in writing.

In matters not regulated in this contract, the General Terms of Business, Act XL of 2008 on natural gas supply and the decrees on its implementation, the Civil Code and the legislation in effect shall apply.

The general contractual terms and conditions of the General Terms of Business for non-domestic users / domestic consumers (users) with a capacity not exceeding 20 m³/h shall apply to the User.

By signing this Contract, the User, aware of his/her criminal and civil liability, declares that the data he/she provides in the Contract are accurate.

The Contracting Parties agree that they are entitled to process the personal data (name, telephone number, e-mail) of the contact person(s) supplied Contact Data Record exclusively for the purposes of maintaining the contractual relationship. The retention period of the specified personal data shall not exceed the retention period of the document governing this Contract.

The User can find the information on the personal data processed in relation to the provision of the natural gas service and the implementation of the natural gas trading contract in the General Data Processing Information available on the website www.mvmnext.hu and in the customer service offices of MVM Next Energiakereskedelmi Zrt. The User can find the information on the personal data processed in connection with the voice recordings prepared during the administration of affairs on the website www.mvmnext.hu and in the Data Processing Information for Voice Recordings available at the customer service offices of MVM Next Energiakereskedelmi Zrt.

11. Detailed data of the place(s) of consumption

11.1. Identification data of the place of consumption

Measurement point ID	Place of consumption code	Address of place of consumption

11.2. Technical data of the place of consumption

Measurement point ID	Legal title of use*	Natural gas quantity requested for the service period	Nominal capacity of the installed gas meter and metering system	Purchased capacity	Name of distributor**	Nature of measurement point ***	Restriction category per delivery/receipt point
		m ³	m ³ /h	included in the connection contract			
		m ³	m ³ /h	included in the connection contract			

If the consumption of natural gas at the place(s) of consumption is not based on ownership right (the user is not the owner), the Owner has to sign the Owner's Declaration on the Transfer of the Right to Book Capacities in Annex 1 to this Contract, regarding which please contact our colleagues at the phone number +36 80/484 484 or at the e-mail address mvmfoldgazkkv@mvm.hu.

MVM Next Energiakereskedelmi Zrt.

Authorized signature of the Trader

Date:

Name and position of the Signatory

Authorized signature of the User

Date:

* (T) Owner, (B) Tenant, (E) Other

** Distributor's name: (0) Csepeli Erőmű Kft., (1) DBGÁZ Debreceni Gázszolgáltató Kft., (2) ISD POWER Energiatermelő és Szolgáltató Kft., (3) E.ON Dél-dunántúli Gázhálózati Zrt., (4) E.ON Közép-dunántúli Gázhálózati Zrt., (5) MVM Égáz-Dégáz Földgázhálózati Zrt., (6) MVM Főgáz Földgázhálózati Kft., (8) Natural Gas Service Ipari és Szolgáltató Kft., (9) OERG Kft., (10) MAGÁZ Kft., (11) TIGÁZ Zrt., (16) E.GAS Gázelosztó Kft.

*** (P1) mixed, (P2) linear, (P3) heating

MVM Next Energiakereskedelmi Zrt.

**NATURAL GAS TRADING
GENERAL TERMS OF CONTRACT**

**FOR NON-DOMESTIC USERS
WITH CAPACITY UNDER 20 m³/h**

GENERAL TERMS OF CONTRACT

INTRODUCTORY PROVISIONS

As Annex 1 to the natural gas trading contract (hereinafter: the Contract) concluded between MVM Next Energiakereskedelmi Zrt (hereinafter: MVM Next Energiakereskedelmi Zrt or the trader) and the user (hereinafter collectively: the parties), these General Terms of Contract (hereinafter: GTC) contain the basic rights and obligations of the parties in relation to the Contract.

The Contract only entitles the consumption of natural gas together with the valid distribution network access contract concluded for the same place of consumption with the territorially competent natural gas distributor.

1 CHARACTERISTICS AND QUALITY STANDARD OF THE SERVICE

1.1 Determination of the place of consumption and the connection point; boundary of the distribution and user networks

The place of performance of the service is the plot boundary of the place of consumption. The place of consumption and the connection point shall be clarified in the contract.

Regarding the distribution and connection pipelines, the boundary of the distribution and user networks shall be the plot boundary of the property.

1.2 Maximum consumable gas capacity

The maximum gas capacity that can be consumed against the paid connection fee and network development contribution is fixed by the parties in the Contract, and by the user and the territorially competent natural gas distributor in the connection contract and the distribution network access contract.

1.3 Quality of the supplied gas

1.3.1 The quality of the natural gas delivered to the user by MVM Next Energiakereskedelmi Zrt shall comply with the provisions stipulated in Annex 11 of the Vhr in view of the provisions under Section 66/A of Government Decree 19/2009 (I.30.) on the implementation of the provisions stipulated in Act XL of 2008 on Natural gas supply.

1.3.2 MVM Next Energiakereskedelmi Zrt delivers natural gas odorized to the user.

1.4 Minimum quality requirements affecting individual users

The minimum quality requirements of MVM Next Energiakereskedelmi Zrt as a natural gas trader affecting individual users are contained in the decision of the Hungarian Energy and Public Utilities Regulatory Authority (hereinafter: the Authority). The decision stipulates the quality indicators the trader shall maintain regarding individual users, failing which the trader shall pay a contractual penalty to the user.

2 DETAILED CONDITIONS OF THE CONTRACT AND THE USED SERVICES

2.1 Services, rights and obligations of the trader

a./ Ensuring the user's natural gas supply

Based on the Contract, the Trader ensures the supply of natural gas on the basis of the types of product packages and tariffs specified in the Contract and the notices.

Pursuant to the Contract concluded with the user, the trader shall continuously sell natural gas to the user starting from the date specified in the Contract provided that the conditions prescribed in the law, the natural gas trading general terms of business of MVM Next Energiakereskedelmi Zrt (hereinafter: the General Terms of Business) and the Contract are met.

The trader shall ensure that the quantity of natural gas required by the user should be procured and made available to the user, the settlement of the quantity should be performed periodically according to the Contract, and the trader shall provide other services related to satisfying the natural gas demand.

During the natural gas supply, the trader shall ensure for the user the procurement of natural gas, the storage of natural gas, the transmission of natural gas, the distribution of natural gas, the delivery of natural gas and other services specified in the Contract.

Limitations of the obligation to supply natural gas

The trader's obligation to supply natural gas shall exist until one of the circumstances listed below lead to the temporary interruption, suspension or refusal of the service or the disconnection of the user:

- any unavoidable obstacle or force majeure event not attributable to MVM Next Energiakereskedelmi Zrt,
- work performed on the distribution network by the territorially competent natural gas distributor, or on the user equipment by the user or his/her agent,
- the user's conduct or activity infringing the Contract or other contracts,
- restrictions affecting the user,
- lawful refusal of the service for any other reason.

If the user has overdue debt owed to MVM Next Energiakereskedelmi Zrt as licensee under Act XL of 2008 on the Supply of natural gas (hereinafter: the GET) arising from a contract previously in effect between them, then the trader shall be entitled to act according to the law and the previous contract for the purposes of collecting the debt. In case of non-payment of the debt arising from the previous contract, the Trader shall be entitled to lawfully refuse to perform the Contract, to initiate the disconnection of the place of consumption according to the Contract at the natural gas distributor, or to terminate the Contract.

b./ Procedure for the submission and administration of user complaints, method of submission and administration of complaints, procedure in case of infringements against users

Complaints can be reported orally (in person) and in writing (electronically or by telephone). Complaints submitted by e-mail may be answered by e-mail. A complaint made by telephone shall constitute a complaint only if it is confirmed in writing, unless otherwise provided by a legal regulation.

MVM Next Energiakereskedelmi Zrt may choose to ignore repeatedly submitted complaints by the same user with contents identical with those of a previous and already substantively answered other complaint, user complaints made by unidentifiable persons, or matters following calls that do not contain any substantive demand or report.

The Authority shall act in case of the user's complaints made against the trader. The application (complaint) submitted by the user to the Authority due to the fact that the response of the trader is of unacceptable quality or the trader fails to give a substantive response by the user shall include the following:

- name and contact details of the applicant (address, if available, telephone contact and e-mail address), address of the place of consumption concerned,
- a brief description of the subject of the complaint, supported by the available documents, including in particular the trader's response to the user's application, acknowledgement of receipt of the complaint submitted to the trader,
- in case of telephone administration, the unique case number provided by the trader, or, in case of a complaint submitted by post, the document certifying that the letter was posted,
- specification of the requested action,
- signature of the user making the complaint.

The conciliation body determined in the Consumer Protection Act is responsible for the out-of-court settlement of disputes between the user and the trader concerning the quality or safety of the service, the application of product liability rules and the conclusion and performance of the Contract between the parties, making attempts to reach agreement for this purpose or, if no agreement can be reached, making a decision about the case.

The further rules regarding complaint management are contained in the General Terms of Business.

c./ The right of the territorially competent natural gas distributor or its agent to read the consumption metering equipment and inspect the meter, the pressure regulator and the gas supply system, and its obligation to certify, maintain, renovate and repair such equipment

ca./ Unless otherwise agreed, the consumption metering equipment or metering system, the computing device and the transmitter suitable to measure natural gas, of the metering capacity and type specified in the general terms of business of the natural gas distributor, shall form the property of the natural gas distributor. Unless otherwise agreed, the natural gas distributor shall take care of the installation, operation, maintenance and the periodic certification of the consumption metering equipment.

The technical requirements for the consumer pressure regulator are contained in the general terms of business of the natural gas distributor.

The territorially competent natural gas distributor or its agent shall be entitled to inspect the gas supply system, the consumption metering equipment and the pressure regulator in accordance with the provisions of the legal regulations and its general terms of business.

It is the user's responsibility to establish, ensure and maintain the measurement point required to install the consumption metering equipment or the metering system at the user's own expense. If the consumption metering equipment is replaced due to the user's failure to maintain it, the user shall bear the related costs, even if the replacement of the meter became necessary for other reasons.

cb./ The natural gas distributor may suspend the service in case of the maintenance, transformation, renovation, reparation or replacement of the distribution line or the connection of a new user if no other technical solution is available.

cc./ The distributor shall suspend the gas supply in the event of a threat to the safety of life or property or the continuity of the gas supply. The elimination of the emergency situation shall be the responsibility of the pipeline operator and its costs shall be borne by the person causing the emergency.

The list of natural gas distributors can be found on the website of the Authority.

d./ Publication of the rules of interruption due to operations involving gas outage, emergency situations, malfunctions

In the absence of any other technical solution, the natural gas distributor may interrupt the distribution of natural gas for the minimum required number of users and for the shortest possible period of time in the event of system maintenance, transformation, renovation, development, replacement and the connection of a new user. The starting date and expected duration of the interruption, as well as the necessary security measures shall be communicated to the users by the territorially competent natural gas distributor in accordance with its general terms of business, but at least 15 days in advance (at least 3 months in advance in case of scheduled preventive maintenance).

In the event of a natural gas supply crisis, the service may be interrupted without prior notice. The system administrator shall notify the trader immediately and continuously about the natural gas supply crisis as determined in the business regulations. The user shall be informed by the trader.

In the event of a natural gas supply crisis, the gas consumption of users shall be reduced or stopped on the basis of restriction categories in order to ensure the sustainability and restorability of the hydraulic balance in the cooperating natural gas network or a part thereof. The users shall be classified into restriction categories based on legal regulations and the restriction category of the given place of consumption is included in the Contract. By concluding the Contract, the User declares that he/she is aware of the current regulation of the restriction categories, the obligations imposed on him/her on the basis thereof, and the related procedural rules.

The user shall report to the natural gas distributor any malfunction (gas spillage, gas leak, explosion, fire, etc.) detected in the user system using the published telephone numbers.

In the event of a lawful interruption of the service, the trader shall not be liable for any other damages or breach of contract.

If network access is suspended at the place of consumption and the conditions for the termination of the suspension are not met within 6 months after commencement, MVM Next Energiakereskedelmi Zrt shall be entitled to terminate the Contract.

2.2 Obligations of the user

a./ Under the Contract concluded with MVM Next Energiakereskedelmi Zrt, it is the basic contractual obligation of the user to regularly pay MVM Next Energiakereskedelmi Zrt the consideration for the natural gas (natural gas price) sold to it from the date specified in the Contract. The user shall pay the fee corresponding to his/her gas consumption and specified in the Contract concluded for the place of consumption, in the GTC and in the legal regulations.

b./ Preservation of the installed gas meter and pressure regulator, reporting of service-related anomalies

The user shall be responsible for the preservation and protection of the gas meter owned by the natural gas distributor, for the existence of the seal fitted with a pressure stamp or other legal seal (hereinafter together: the seal) attached to the gas meter or the metering system, and for the integrity thereof.

The user shall report to the natural gas distributor any damage to the gas meter, the failure of or damage to the metering device in accordance with the general terms of business of the natural gas distributor.

The user shall immediately notify the natural gas distributor of any malfunctions he/she detects in relation to the service.

In order to eliminate the danger in the event of a gas spillage or gas leak inside the property, the user shall take all reasonable measures (e.g. ventilation, closing gas taps, refraining from making fire or switching on electrical equipment, preventing sparks, informing the threatened environment) and report it to the territorially competent natural gas distributor. In the event of a gas spillage inside the property, the natural gas distributor shall take measures to eliminate the emergency situation (at the expense of the user) but the final elimination of the cause of the emergency situation shall be the user's obligation and cost, except for the consumption metering equipment and the pressure regulator, owned by the natural gas distributor.

Requirements of operation

The owner of the property shall maintain the connecting line and the user equipment in working and safe condition. Accordingly, the user shall ensure the regular maintenance, repair and replacement of these appliances as necessary, with the exception that in case of the maintenance and repair of the main consumer shut-off and technical-safety inspection of the connection line and the user equipment, if requested by the user, shall be the natural gas distributor's responsibility at its own expense. The user shall carry out a technical and safety inspection of the user equipment every five years and that of the connecting cable every ten years.

c./ Meter reading and inspection

The user shall make it possible for the natural gas distributor or its agent to read, check and replace the metering equipment which serves as the basis of invoicing. The natural gas distributor may initiate non-litigation proceedings at the district court in order to ensure its access to the place of consumption in order to read, check and replace the consumption metering equipment.

The natural gas distributor shall be entitled to check the condition of the technical devices (e.g. the consumption metering equipment) owned by the natural gas distributor and held by the user, necessary for the provision and measurement of the natural gas supply, the fulfillment of the user's obligation to preserve them and whether the technical devices (e.g. connection line, user equipment) necessary to ensure the supply and consumption of natural gas are in a technically suitable condition as prescribed in the legal regulations, they are used by the user in accordance with the regulations, and the user's consumption is in accordance with the regulations.

If the user fails to comply with the safety regulations during the gas supply and does not allow or impedes the related checks, the natural gas distributor may suspend the continuation of the service in accordance with the law. In the event of a breach of contract, the natural gas distributor may initiate non-litigation proceedings at the district court in order to suspend the service or to ensure access to the place of consumption in order to check the user equipment.

d./ Change in the person of the parties (change of users), discontinuation of the use of the service

If the user moves away from the place of consumption or if he/she discontinues using the service, he/she shall notify the trader thereof within 15 days. In the event of a change of users, the old user (moving out) shall terminate the Contract of the old user (moving out).

If the user fails to report the change or delays doing so, MVM Next Energiakereskedelmi Zrt shall be entitled to impose a contractual penalty in accordance with point e), Section 6.2.

The change can also be reported using a form. The form is included in Annex 2 of the General Terms of Business and it shall be made available at the trader's customer service office or downloadable in electronic format from the company's website. The trader shall send the form to the user by post upon request.

By making the report, the user terminates the Contract except for the case of the transfer of the contract. If the Parties agreed to this effect, a change in the person of the Parties shall be deemed a contract amendment (transfer of contract).

The user shall terminate the distribution network access contract at the same time as terminating the natural gas supply contract. In the event of the user's discontinuation of using the natural gas service, the user shall also request the removal of the gas meter. The related costs shall be borne by the user.

If the trader manages the user's distribution network access contract as an agent, the user shall also send the termination notice regarding the distribution network access contract to the trader along with the report of the change. The trader shall notify the territorially competent natural gas distributor of the notice received from the user within 3 days of its receipt. The detailed rules of the on-site inspection to be carried out by the natural gas distributor at the place of consumption due to a change of users or the discontinuation of the use of the service are set out in Annex 1 of the Vhr and the general terms of business of the territorially competent natural gas distributor.

If the user's distribution network access contract is not managed by the trader as an agent, the user shall act directly with the natural gas distributor supplying it in order to make a report on the change of users or the discontinuation of the use of the service and to terminate the distribution network access contract.

The Contract shall remain in effect even in case of non-contractual termination (in case of the user's failure to make the report) and, accordingly, the user shall be responsible for paying the Contract fees and the consequences of any breach of contract until the conclusion of the contract with the new user or the on-site inspection of the gas meter/removal of the gas meter. The user shall be exempted from his/her liability if the on-site inspection cannot be carried out within twenty days after the report is made due to the conduct of the new user at the place of consumption, despite a written request. In this case, the new user shall bear all responsibilities from the date of the old user's report.

MVM Next Energiakereskedelmi Zrt and the user moving out of the place of consumption or discontinuing to use the natural gas supply at the place of consumption shall settle accounts in full and pay any unpaid debts according to the meter reading valid on the day of termination of the Contract or the transfer of contract.

If the user has a fixed-term contract or a Contract with a Loyalty Period, in the event of moving out of the place of consumption or discontinuing the use of the service, the Contract may also be terminated by mutual agreement before the expiration of the fixed term or the Loyalty Period in order to avoid possible adverse consequences described in the Contract.

The further detailed rules of the procedure applied in case of the change of users are contained in the General Terms of Business.

e./ Interruption of the service initiated by the user

The user may request the interruption of network access at the territorially competent natural gas distributor in writing. The detailed rules for this process are set out in Annex 1 of the Vhr and the general terms of business of the territorially competent natural gas distributor.

f./ Transfer of right to book capacity

By concluding the Contract, the user transfers his/her right to book capacity for the place of consumption to MVM Next Energiakereskedelmi Zrt for the duration of the Contract. After the transfer of the right to book capacity, the user shall not be entitled to enter into a network access contract or to book capacity at the feed-in/release point.

If the user under the Contract is not identical with the owner of the place of consumption, MVM Next Energiakereskedelmi Zrt forwards the user's debt related to the fees owned by (the overdue debt of) the user to the owner of the place of consumption with the consent of the user and the owner in order to protect the enforceability of the owner's right to book capacity in the future.

The detailed rules for the transfer and return of the right to book capacity, as well as the rules for exercising the right to book capacity are contained in the General Terms of Business.

g./ Representation during administration

If the user authorizes another person to act on his/her behalf during the administration of his/her affairs, this requires an authorization signed by two witnesses in case of a natural person user (with their names and addresses), and a duly signed power of attorney in the case of a non-natural person user. The authorization template is available on the website of MVM Next Energiakereskedelmi Zrt and at the customer service offices.

3 FEE OF THE SERVICE, METHOD OF DETERMINING PRICES AND FEES AND THE CONDITIONS OF THEIR APPLICATION

3.1 The trader shall charge the price of the quantity of heat/energy calculated on the basis of the quantity of gas consumed by the user in accordance with the General Terms of Business and the provisions of the Contract.

The price of natural gas supply also includes the network access fees; however, it does not include the items and taxes prescribed by the relevant legal regulations, e.g. value added tax, excise tax, HUSA membership fee.

- 3.2 The tariff includes a base fee, so the base fee shall be paid by the previous user in case of a change of users during the month, or by the new user if the change of users takes place on the first day of the month. The base fee applies to a gas year and, unless otherwise provided for in these GTC, it shall be paid on a monthly basis, in the form of amounts corresponding to 1/12 of the annual fee.

If the consumption of natural gas is ensured, the user shall pay the base fee specified in the Contract even if he/she does not use the service (it does not actually consume natural gas), including the event of disconnection due to breach of contract.

MVM Next Energiakereskedelmi Zrt declares that the service it provides on the basis of the Contract includes mediated service in relation to the network access fees (capacity booking fees, etc.).

- 3.3 In the event of a change in the legislation stipulating network access fees, the trader shall be entitled to unilaterally amend the network access fee determined in the Contract in accordance with the price change on the same date as the modification enters into force, and enforce it against the user. The Network Access Fee item is included in the Gas Fee Unit Price (GD) and the Base fee specified in the Contract.

The fees set out in the Contract do not include consumption-type taxes or other public charges, costs, fees, levies or other similar fee elements related to legal transactions similar to the Contract and which are mandatory regardless of the will of the parties, e.g. the value added tax (VAT), the excise tax or the HUSA membership fee, which the trader shall be entitled to enforce against the user or to pass on to the user in accordance with the current legal regulations, regardless of whether the concerned tax or other public charge, cost, fee, levy or other fee element already existed before the conclusion of the Contract or it was introduced subsequently. In the event of changes made in such taxes or other public charges, costs, fees, levies or other fee elements, the trader shall be entitled to unilaterally amend these fee elements in accordance with the change on the same date as the change takes effect, and enforce it against the user.

- 3.4 Detailed information on the current discounts available and the conditions of applying for them is provided on the trader's website and in the information materials attached to the invoices.

4 RULES OF SETTLEMENT

4.1 Measurement of quantity and quality

- 4.1.1 The quantity of the natural gas supplied is measured and evaluated in accordance with the Metrology Act and the applicable standards. The metering appliances provided by the natural gas distributor, the gas meter, transmitter and the conversion units, meet the requirements of the applicable legal regulations and standards.

- 4.1.2 The user may at any time request the metrological inspection of the metering equipment of the natural gas distributor and the accessories of the gas meter from the territorially competent natural gas distributor. If the measurement accuracy does not exceed the permissible value during the extraordinary test, the costs of the test shall be borne by the user.

4.2 Settlement of consumption

- 4.2.1 The various fees shall be paid as specified in the law and the General Terms of Business as consideration for the services specified in the legal regulations and the Contract based on the General Terms of Business.

The qualitative and quantitative definition applies to natural gas with a thermodynamic temperature of 288.15 K and an absolute pressure of 101.325 kPa (standard condition gas).

- 4.2.2 In order to perform the settlement of the user's natural gas consumption, the natural gas distributor shall provide the qualitative and quantitative data in accordance with the legislation on metrology. The quantitative settlement shall be based on the quantity of energy expressed in MJ and calculated as the product of the quantity of natural gas delivered to and received at the measurement point converted to gnm³ for the settlement period and the daily average calorific value data given to two decimal places. The rules of the conversion are contained in the general terms of business of the natural gas distributor.

- 4.2.3. The quantity of natural gas sold by the trader to the user for the settlement period shall be determined by the trader from the metering data of the gas meter serving to measure consumption at the place of consumption read by the natural gas distributor (data recording) or from the meter data reported by the user (or, in the absence of this, by estimation).

Natural gas consumption shall be settled at least annually, in accordance with the provisions of the Contract and the General Terms of Business. Unless otherwise agreed, the settlement period shall be the same as the annual reading period.

4.3 Settlement in case of incorrect metering or uncalibrated meter

- 4.3.1 If the gas meter installed at the user does not measure or incorrectly measures consumption (hereinafter: incorrect measurement), or the calibration time of the gas meter has expired, its data may not serve as a basis for settlement.

- 4.3.2 In case of incorrect metering, the settlement shall be performed as follows:

- a) if the actual date of the failure can be determined, the duration of the incorrect metering shall be determined as the period between the occurrence of the failure and the date of installation of the new gas meter,
- b) if the actual time of the failure cannot be determined, the duration of the incorrect metering shall be determined jointly by the natural gas distributor and the user,

c) in the absence of such an agreement, the duration of the incorrect metering shall be one year.

- 4.3.3 Once the duration of the incorrect metering has been determined, the account(s) prepared and issued for the period of the incorrect settlement shall be corrected by the error rate determined by the metrological authority of gas meters or the laboratory accredited by the metrological authority. If the metrological authority or the laboratory accredited by the metrological authority cannot determine the error rate of the gas meter or the gas meter did not measure, the quantity of natural gas used during the period affected by the incorrect metering shall be determined by averaging the data of the last settlement period that was correct or jointly accepted as correct by the parties and the data of the settlement period after the incorrect metering.

In the absence of data for the period preceding the incorrect metering, or if there has been a significant change in the user's consumption, the settlement of the incorrect metering shall be performed on the basis of the consumption data for the year following the incorrect metering.

- 4.3.4 In case of metering equipment with expired calibration, the rules set out under Point a), Section 4.3.2 and Section 4.3.3 shall be applied appropriately.

5 METHODS AND CONDITIONS OF METER READING, SETTLEMENT, SETTLEMENT PERIODS, INVOICING AND PAYMENT OF INVOICES, OPTIONAL METHODS OF PAYMENT. ACCESSIBILITY OF THE UPDATED INFORMATION ON THE AVAILABLE BENEFITS AND THE CONDITIONS OF ELIGIBILITY.

5.1 Frequency of meter reading

The gas meter is read once a year, unless otherwise agreed with the natural gas distributor. The expected time of the meter reading shall be included in the invoice by indicating a period of at least 5 days.

The gas meter shall be read by the natural gas distributor or its agent in accordance with the general terms of business of the natural gas distributor.

The user shall allow the natural gas distributor or its agent to read the gas meter during the period specified in the distribution network access contract concluded with the user or at the time agreed with the natural gas distributor as determined in the Vhr.

The meter reading may take place differently from the above process (extraordinary reading) in accordance with the provisions of these GTC and the general terms of business of the natural gas distributor.

5.2 Method of invoicing

5.2.1 Even partial invoicing (based on the even distribution of consumption determined by statistical analysis (estimation))

Unless otherwise requested by the user, MVM Next Energiakereskedelmi Zrt shall apply the so-called evenly distributed partial invoicing method when establishing of the price payable after the consumed gas.

In the case of the evenly distributed partial invoicing method, the settlement invoice for the closed consumption period is issued on the basis of the meter data read or estimated by the natural gas distributor or its agent, while partial invoices are issued based on equal quantities of gas at regular intervals (monthly or every three months) between the two readings, i.e. during the settlement period. The amount of the partial invoice is determined on the basis of the actual consumption of the previous settlement period adjusted for the 20-year average temperature (the heating temperature factor). As the gas volume of the partial invoice is determined to ensure that users can pay evenly during the invoicing period and the amount to be paid at the time of the annual settlement should be almost the same as the amount of the partial invoices, MVM Next Energiakereskedelmi Zrt shall be entitled to modify the quantity charged in the partial invoice in case of extreme weather so that the amount of the future settlement invoice will differ as little as possible from the amount of the partial invoices. MVM Next Energiakereskedelmi Zrt shall inform the affected users about this in the invoice letter, and if the user does not accept this, the quantity will not be changed, unless the user initiates the quantity change regardless of this, using the one-time modification option he/she has every year.

In case of evenly distributed partial invoicing, the user shall be entitled to provide MVM Next Energiakereskedelmi Zrt with the current meter reading, in which case the consumption of the settled period shall be distributed as of the day of the provided meter reading, which does not mean the modification of the invoicing method or the quantity in the partial invoices.

In case of a settlement period longer than one month, MVM Next Energiakereskedelmi Zrt shall be entitled to issue one partial invoice fewer than the number of months during the settlement period.

MVM Next Energiakereskedelmi Zrt makes a proposal to the users whose consumption is invoiced in the system of evenly distributed partial invoicing based on the consumption of the previous period or, in case of a new trading contract, based on the annual expected consumption specified by the natural gas distributor if the user does not specify his/her annual expected consumption at the time of contracting.

If the established or proposed annual expected natural gas consumption does not reach 240 m³, which together with the base fee corresponds to approximately a monthly gross amount of HUF 5,000, MVM Next Energiakereskedelmi Zrt will issue a partial invoice every three months, in which it charges the user for the natural gas quantity for the three months and the base fee.

If the place of consumption is out of use and the user so requests, or the amount of consumption to be charged on the basis of the annual meter reading is zero, MVM Next Energiakereskedelmi Zrt shall be entitled to suspend partial invoicing, as a result of which invoices will be issued once per each invoicing period after the meter reading performed by the distributor. The settlement invoice shall include the annual base fee and the consumption measured during the settlement period. If, at the time of the meter reading, the natural gas distributor establishes consumption at the place of consumption, or the user reports that he/she has started to use the place of consumption again, MVM Next Energiakereskedelmi Zrt may set annual partial invoicing instead of evenly distributed partial

invoicing for the place of consumption and the partial invoices shall be issued taking into account if the annual expected consumption reaches 240 m³ per year (monthly invoicing) or not (invoicing every three months). The user shall immediately notify MVM Next Energiakereskedelmi Zrt if he/she starts to use of the place of consumption again (continued consumption of gas).

Once in each invoicing period the user may change the expected quantity of his/her consumption serving as the basis of the quantities charged in the monthly partial invoices issued in the remaining period until the annual reading. It is only possible to change the quantity in the partial invoices in justified cases. If the user requests a change in the quantity serving as the basis of issuing the partial invoices, MVM Next Energiakereskedelmi Zrt will take it into account in the forthcoming invoice to be issued. In the event of a modification, MVM Next Energiakereskedelmi Zrt shall be entitled to request an extraordinary reading of the consumption meter from the natural gas distributor from the third month following the modification at the earliest. If, as a result of the extraordinary reading, it can be established that the annual consumption modified by the user differs by at least 10 percent from the expected annual consumption based on the extraordinary reading, MVM Next Energiakereskedelmi Zrt may change it accordingly from the date of issue of the first invoice following the extraordinary meter reading. In this case, the cost of the extraordinary reading shall be borne by the user.

After the annual reading of the meter, based on the results of the reading, MVM Next Energiakereskedelmi Zrt issues a settlement invoice for the last day of the settlement period and settles accounts with the user in full for the settlement period, which also includes the itemized financial settlement. The HUF amount of the partial invoices issued during the settlement period will be deducted from the settlement invoice.

If the natural gas distributor cannot read the consumption metering equipment according to the provisions set down in Paragraph (1a), Section 100 of the GET for the second time and no agreement can be reached about the time of the repeated meter reading, the natural gas distributor shall determine the quantity of consumption by estimation and send the meter reading established by estimation to MVM Next Energiakereskedelmi Zrt within 3 days. If the actual meter reading becomes available after the estimation, MVM Next Energiakereskedelmi Zrt shall distribute the actual quantity of consumption in the period between the two known meter readings as specified in *Annex 2 of the General Terms of Business*, correct the settlement invoice as needed and modify the quantity in the partial invoices as needed.

If the user does not receive the settlement invoice or the partial invoices at the frequency specified in the Contract, he/she shall report this immediately. MVM Next Energiakereskedelmi Zrt shall send the repeatedly issued invoice to the user against the fee prescribed in the list of fees determined by MVM Next Energiakereskedelmi Zrt if the invoice was re-issued due to reasons attributable to the user. Failure to receive the settlement invoice or the partial invoices does not exempt the user from his/her obligation to pay for the energy consumed.

The user may request a change in the invoicing method (evenly distributed partial invoicing, temperature-based partial invoicing or invoicing based on the monthly consumption reported by the user) once within the annual billing period, within 30 days after the issue date of the settlement invoice for the place of consumption; any exceptions from this rule shall only be possible with the consent of MVM Energiakereskedelmi Zrt.

5.2.2 Temperature-based partial invoicing (based on the distribution of consumption determined by statistical analysis (estimation) according to the nature of use)

The user can request invoicing based on temperature-based consumption.

In case of temperature-based partial invoicing, the settlement invoice for the closed consumption period is issued on the basis of the meter data read or estimated by the natural gas distributor or its agent, while partial invoices are issued on the basis of the quantity of natural gas calculated taking into account the user profile at regular intervals (monthly) between the two readings, i.e. within the settlement period, with the exception of the case defined under Section 5.2.4 (low value invoicing). The quantity in the partial invoice shall be determined on the basis of the actual consumption of the previous invoicing period adjusted by the 20-year average temperature (heating temperature factor) and the nature of the user's gas consumption.

In case of temperature-based partial invoicing, the user shall be entitled to provide MVM Next Energiakereskedelmi Zrt with the current metering position, in which case the consumption of the settled period is divided on the day of the given metering position, which does not mean a change in the method of invoicing or the amount of the partial invoice.

In case of a settlement period longer than one month, MVM Next Energiakereskedelmi Zrt shall be entitled to issue one partial invoice fewer than the number of months in the settlement period.

MVM Next Energiakereskedelmi Zrt makes a proposal to the users invoiced for the quantity charged in the partial invoice in a temperature-based partial invoicing system based on the consumption of the previous period or, in case of new users, based on the nominal capacity of the built-in gas appliances if the user does not specify his/her annual expected consumption during contracting.

Once in each invoicing period the user may change the expected quantity of his/her consumption serving as the basis of the quantities charged in the monthly partial invoices issued in the remaining period until the annual reading. It is only possible to change the quantity in the partial invoices in justified cases. If the user requests a change in the quantity serving as the basis of issuing the partial invoices, MVM Next Energiakereskedelmi Zrt will take it into account in the forthcoming invoice to be issued. In the event of a modification, MVM Next Energiakereskedelmi Zrt shall be entitled to request an extraordinary reading of the consumption meter from the natural gas distributor from the third month following the modification at the earliest. If, as a result of the extraordinary reading, it can be established that the annual consumption modified by the user differs by at least 10 percent from the expected annual consumption based on the extraordinary reading, MVM Next Energiakereskedelmi Zrt may change it accordingly from the date of issue of the first invoice following the extraordinary meter reading. In this case, the cost of the extraordinary reading shall be borne by the user.

After the annual reading of the meter, based on the results of the reading, MVM Next Energiakereskedelmi Zrt shall issue a settlement invoice for the last day of the settlement period and settles accounts with the user in full for the settlement period, which also includes itemized financial settlement. The HUF amount of the partial invoices issued during the settlement period will be deducted from the settlement invoice.

If the natural gas distributor cannot read the consumption metering equipment according to the provisions set down in Paragraph (1a), Section 100 of the GET for the second time and no agreement can be reached about the time of the repeated meter reading, the natural gas distributor shall determine the quantity of consumption by estimation and send the meter reading established by estimation to MVM Next Energiakereskedelmi Zrt within 3 days. If the actual meter reading becomes available after the estimation, MVM Next Energiakereskedelmi Zrt shall distribute the actual quantity of consumption in the period between the two known meter readings as specified in *Annex 2 of the General Terms of Business*, correct the settlement invoice as needed and modify the quantity in the partial invoices as needed.

If the user does not receive the settlement invoice or the partial invoices at the frequency specified in the Contract, he/she shall report this immediately. MVM Next Energiakereskedelmi Zrt shall send the repeatedly issued invoice to the user against the fee prescribed in the list of fees determined by MVM Next Energiakereskedelmi Zrt if the invoice was re-issued due to reasons attributable to the user. Failure to receive the settlement invoice or the partial invoices does not exempt the user from his/her obligation to pay for the energy consumed.

The user may request a change in the invoicing method (evenly distributed partial invoicing, temperature-based partial invoicing or invoicing based on the monthly consumption reported by the user) once within the annual billing period, within 30 days after the issue date of the settlement invoice for the place of consumption; any exceptions from this rule shall only be possible with the consent of MVM Energiakereskedelmi Zrt.

5.2.3 Invoicing based on the monthly consumption reported by the user (meter reading reported monthly (dictating))

The user can request invoicing based on monthly consumption if he/she undertakes to report (dictate) the meter reading on a monthly basis through the channels provided by MVM Next Energiakereskedelmi Zrt. The meter reading is to be reported in accordance with the reading cycle indicated on the invoice as informative data, in the time interval displayed on the invoice.

If the user fails to fulfill his/her obligation to report the monthly meter reading or fulfills it beyond the deadline, MVM Next Energiakereskedelmi Zrt shall be entitled to issue a partial invoice based on the average consumption data of the previous, so-called base period. MVM Next Energiakereskedelmi Zrt shall include the quantity of the partial invoice in the invoice prepared on the basis of the following actual meter reading (reading, dictating, distributor's estimate).

If the Buyer fails to meet his/her monthly meter reading (dictating) obligation in at least two successive months within the annual reading period or at least three times during the annual reading period, then the settlement based on the monthly consumption reported by the Buyer shall automatically be replaced with partial invoicing based on temperature following the settlement and invoicing of the annual reading result. Invoicing based on the actual monthly consumption reported by the Buyer is possible at the request of the Buyer, if the conditions are met.

After the annual reading of the meter, based on the results of the reading, MVM Next Energiakereskedelmi Zrt shall issue a settlement invoice for the last day of the settlement period and settles accounts with the user in full for the settlement period, which also includes itemized financial settlement.

In case of dictating, the monthly consumption shall be settled in the invoice based on the consumption data provided by the user after each dictation, except for the case specified in point 5.2.4, therefore, no settlement invoice including the entire annual period shall be issued in case of invoicing based on the user's monthly data provision.

If the natural gas distributor cannot read the consumption metering equipment according to the provisions set down in Paragraph (1a), Section 100 of the GET for the second time and no agreement can be reached about the time of the repeated meter reading, the natural gas distributor shall determine the quantity of consumption by estimation and send the meter reading established by estimation to MVM Next Energiakereskedelmi Zrt within 3 days. If the actual meter reading becomes available after the estimation, MVM Next Energiakereskedelmi Zrt shall distribute the actual quantity of consumption in the period between the two known meter readings as specified in *Annex 2 of the General Terms of Business*, correct the settlement invoice as needed and modify the quantity in the partial invoices as needed.

If the user does not receive the settlement invoice or the partial invoices at the frequency specified in the Contract, he/she shall report this immediately. MVM Next Energiakereskedelmi Zrt shall send the repeatedly issued invoice to the user against the fee prescribed in the list of fees determined by MVM Next Energiakereskedelmi Zrt if the invoice was re-issued due to reasons attributable to the user. Failure to receive the settlement invoice or the partial invoices does not exempt the user from his/her obligation to pay for the energy consumed.

The user may request a change in the invoicing method (evenly distributed partial invoicing, temperature-based partial invoicing or invoicing based on the monthly consumption reported by the user) once within the annual billing period, within 30 days after the issue date of the settlement invoice for the place of consumption; any exceptions from this rule shall only be possible with the consent of MVM Energiakereskedelmi Zrt.

5.2.4 Invoicing by aggregating the invoice amounts (low value invoicing)

If the amount of the monthly partial invoice issued on the basis of the annual expected consumption and its distribution, or in accordance with the agreement concluded with the user, does not reach net HUF 2,500, the trader shall issue the partial invoice with an aggregated amount so that the amount of the aggregated invoices should reach HUF 2,500, except in case of electronic invoicing.

A consolidated issue of an invoice pursuant to this paragraph shall take place in the event of the possibility of a partial invoice due to temperature-dependent partial invoicing or due to missed or overdue dictation.

If the amount of the invoice issued on the basis of the user meter reading (dictating) does not reach net HUF 2,500, the trader is entitled to issue the invoice in a consolidated manner so that the net amount of the consolidated invoices should reach HUF 2,500.

5.2.5 Electronic invoicing

At the request of the user, the trader issues the invoices electronically. The electronic invoice shall be issued on a monthly basis, except in case of low-value invoicing (Section 5.2.4) or if the calculated annual consumption does not reach 240 m3 per year.

MVM Next Energiakereskedelmi Zrt provides the possibility of electronic invoicing free of charge.

In the case of electronic invoicing, the invoice will not be issued in a printed form, the contents of the invoice and the obligation to provide information on consumption data shall be the same as the contents of the printed invoice and the obligation to provide information prescribed for printed invoices, unless otherwise provided for by the law.

5.2.6 Sending aggregated partial invoices

Unless the calculated annual consumption is below 240 m3 per year, in which case the period of three months shall be charged in one invoice at the same time, the trader shall be entitled to send the user (payer) partial invoices for a maximum of three consecutive periods in the same mail regarding the same settlement period, in which case the trader shall provide at least 30 days between the payment deadlines for each partial invoice sent at the same time. The payment deadline for partial invoices sent in one mail shall be indicated on each partial invoice.

The user (payer) shall pay the individual partial invoices in all cases by the payment deadline indicated in the given partial invoice.

If the user (payer) confuses/mixes the invoicing periods during the payment of the partial invoices, the legal consequences of delayed payment or non-payment shall not be enforced against the user in relation to the actually payable partial invoices for the billing period instead of which the user fulfilled his/her payment obligation for a later period but only if the user does not have any overdue debt towards the trader based on the amount paid, not including debts arising from the confusion/mixing of the invoices.

If the payment cannot be clearly identified, the debt shall be settled in accordance with the legal regulations governing the order of settlement of invoices as follows:

- primarily the certified costs arising from the delayed payment;
- secondly the interests;
- thirdly the outstanding capital debt.

5.2.7 Management of low value arrears

If, at the time of issuing the invoice, the user's customer account shows outstanding arrears of up to HUF 5,000 arising from non-payment, MVM Next Energiakereskedelmi Zrt shall be entitled to indicate the arrears on the invoice to be issued. The amount of the arrears increases the amount payable.

5.2.8 Invoicing in case of unsuccessful meter reading

If the natural gas distributor cannot read the consumption metering equipment for the second time and no agreement can be reached about the time of the repeated meter reading, the natural gas distributor shall determine the quantity of consumption by estimation. If the actual meter reading becomes available after the estimation, the detailed rules of the distribution of the actual quantity of consumption if the actual meter reading is available and those of the settlement of the invoice issued on the basis of estimation are contained in these GTC.

If the natural gas distributor or the user does not provide the trader with the consumption data necessary for the settlement, or if the data do not prove to be correct, the trader shall be entitled to determine the consumption in accordance with the detailed rules in *Annex 2 of the General Terms of Business* and settle accounts with the user applying this value.

5.3 Distribution of invoice value in case of price changes

The trader shall be entitled to distribute the charged quantity with the application of consumption distribution and apply the prices accordingly.

5.4 Rules of managing invoice complaints

The user can make a complaint about the invoice at the trader.

The filed complaint shall have a suspensory effect on the payment of the invoice only if the quantity of natural gas included in the invoice exceeds 150% of the quantity projected to the same period of the previous year. The same period shall mean the same settlement period. If there is a change in the length of the settlement period, the amount projected for the same period shall be determined with the distribution according to the characteristic curve determined in *Annex 2 of the General Terms of Business* (heating temperature-based consumption).

The trader shall examine the complaint and notify the user of the result thereof in writing no later than 15 days after receipt of the complaint.

If the complaint proves to be justified, the trader shall take immediate action to correct the invoice. The due date of the correction invoice shall be included in the invoice.

If the user is to receive a refund, the Trader shall examine the balance of the user's customer account after the substantive assessment of the filed complaint. Depending on the result, the Trader shall proceed as follows:

- a) if the user has a debt, the overpayment resulting from the invoice complaint shall be used to settle the debt (set-off) with a legal notice addressed to the user, failing which/in respect of the remaining amount
- b) the overpayment shall be recognized as a reduction of the amount of the next invoice(s) due, with the exception that in the case of a final invoice, the amount shall be reimbursed to the user within 8 days of the final invoice being issued, according to the payment method of the user.

In the case of a final account, if the user is to receive a refund, MVM Next Energiakereskedelmi Zrt shall proceed as follows

- a) if the user has a debt, the overpayment resulting from the invoice complaint shall be used to settle the debt (set-off) with a legal notice addressed to the user, failing which/in respect of the remaining amount
- b) the amount shall be reimbursed to the user within 8 days of the final invoice being issued, according to the payment method of the user.

Payment made after the deadlines specified above shall be considered late payment. In the event of late payment, the party in arrears shall pay default interest as well as the certified costs of the other party.

5.5 Method of payment of the invoice, payment deadlines

5.5.1 The trader provides the following payment methods to settle the invoices:

- individual bank transfer
- direct debit (DD)
- payment by bank card

If the user (payer) chooses the payment method of direct debit (DD), he/she must report the trader's right related to direct debit to the user's financial institution managing its bank account.

In case of transfer, the user (payer) shall transfer the due fee to the bank account indicated on the trader's invoice.

The user (payer) can initiate a change of the payment method at any time. The new method of payment may take effect at the earliest from the start of the next invoicing period.

5.5.2 Unless otherwise agreed, the user (payer) shall pay the fee indicated on the invoice

- before the expiry of the payment deadline indicated on the invoice in case of credit card payment or individual transfer, or
- at the time the amount of the invoice is submitted to the financial institution by the trader in case of direct debit (DD) payment.

Unless otherwise provided by law or by the parties, payment shall be deemed to have been completed when the amount is credited to the trader's bank account. Any amount of money transferred unidentifiably to the trader's bank account shall not be considered the fulfilment of the payment obligation. The party initiating the transfer shall exercise due diligence and provide the information necessary to identify the purpose of the money. In this case, the user (payer) is responsible for the legal consequences arising from non-payment.

It is the responsibility of the user (payer) to take into account the time interval required for financial execution, depending on the method of payment, and to provide the data necessary for identification in the event of a transfer.

If the service is used by more than one person under the Contract (there are multiple users), the parties concerned shall be jointly responsible for the payment of the price of the service.

The user shall be entitled to designate a payer, in which case the payer shall also sign the Contract/amendment to the Contract. The trader does not examine whether the Payer is entitled to fulfill the payment obligation under the Contract on behalf of the User, and the trader shall have no liability in this regard. The user and the payer shall be jointly responsible for the payment of the fees and other amounts indicated in the trader's invoice. In the event of non-compliance with the obligations accepted in the payment agreement, the natural gas supply may be terminated at the place(s) of consumption specified in the agreement in accordance with the provisions of the GET and the Vhr.

In case of late payment of the invoice, MVM Next Energiakereskedelmi Zrt shall be entitled to charge interest on arrears at the rate specified under Paragraph (1), Section 6:155 of Act V of 2013 on the Civil Code (Ptk). The interest on arrears shall be included in the invoice containing the price of the natural gas trading service or, in individual cases, in a separate interest notice. MVM Next Energiakereskedelmi Zrt shall also be entitled to charge its other certified costs (e.g. postage, collection costs, etc.) arising from the user's late payment in accordance with the conditions of the tariff, and to claim a flat-rate collection cost in accordance with Act IX of 2016 on the collection flat-rate.

5.6 Reporting changes in data

5.6.1 The user shall notify the trader of any changes in the data of the user included in the Contract (e.g. legal succession, change of name) and the data of the place of consumption within 15 days. In order to register the change, the original document or instrument certifying the change or its copy shall be presented at the same time as the change is reported.

If the data change is reported in accordance with the regulations, this shall be deemed accepted by the trader. In the event of a data change, the reported changes will be automatically transferred to the Contract, which will not be considered a contract amendment. In case of the user's failure to report the change or late fulfillment of this obligation, if the change concerns a mandatory content element of the Contract or the data necessary for invoicing (name, place of residence/registered office, notification address, company

registration number, tax number, restriction classification of the contracting party), MVM Next Energiakereskedelmi Zrt shall be entitled to impose a fine in accordance with Point e), Section 6.2.

- 5.6.2 The user shall notify the trader of the change(s) within 15 days in the event of substantive changes in the contractual data (requested natural gas quantity, booked capacity, purchased capacity, nominal capacity of the gas meter, etc.). In case of the user's failure to report the change or late fulfillment of this obligation, MVM Next Energiakereskedelmi Zrt shall be entitled to impose a contractual penalty and receive compensation in accordance with Point f), Section 6.2. The trader examines the notification, and shall be entitled to request the document supporting the change if necessary, and it implements the change if it complies with the legal conditions and the provisions of the General Terms of Business / these GTC.

The user shall be entitled to initiate a substantial change in the content elements of the Contract (payment method, settlement method, etc.). The trader examines the feasibility of the amendment request and it implements if the amendment request complies with the legal conditions and the provisions of the General Terms of Business / these GTC.

- 5.6.3 Any legal consequences arising from the user's failure to report the change or its late fulfilment of this obligation shall be borne by the user.

6 CASES AND LEGAL CONSEQUENCES OF BREACH OF CONTRACT, DETAILED CONDITIONS FOR DISCONNECTION FROM THE SERVICE

6.1 It shall be deemed breach of contract by the trader if

- a) the trader fails to start the natural gas trading service at the time determined in the Contract
- Legal consequences:* *payment of compensation*
extraordinary termination of the Contract
- b) the characteristics of the natural gas sold by the trader do not comply with those stipulated in the Contract, the technical specifications or the standard
- Legal consequences:* *payment of contractual penalty, its rate shall be 10% of the contractual penalty base*
extraordinary termination of the Contract
- c) the trader does not provide the natural gas supply as determined in the Contract
- Legal consequences:* *payment of compensation*
- d) the trader fails to initiate the reconnection of the user excluded from the natural gas supply within 24 hours after the termination of the irregularity or breach of contract giving rise to it and the receipt of the user's notice thereof,
- Legal consequences:* *payment of contractual penalty according to the resolution of the Authority*
payment of compensation
- e) the quality and service standard of the natural gas supply does not comply with the provisions of the resolution of the Authority or the General Terms of Business,
- Legal consequences:* *payment of contractual penalty according to the resolution of the Authority*
payment of compensation
- f) the trader fails to deliver the natural gas volume determined in the Contract for the given period within the range of the permitted tolerance by fault of the trader (periodical undersupply), if the Contract determines the natural gas volume to be made available and the range of permitted tolerance, except if this is caused by force majeure, the lawful refusal of the service or the user's breach of contract
- Legal consequences:* *payment of contractual penalty, its rate shall be 25% of the contractual penalty base*
- g) the natural gas trading service is interrupted due to the trader's unlawful behavior or the trader interrupts or restricts the service beyond the extent specified in the Contract and the legislation
- Legal consequences:* *payment of contractual penalty as specified in the resolution of the MEKH*
payment of compensation
extraordinary termination of the Contract
- h) the trader fails to fulfil or is late fulfilling its data provision obligations specified in the Contract
- Legal consequences:* *payment of compensation*
- i) the trader breaches any other obligation under the legislation, the General Terms of Contract or the Contract,
- Legal consequences:* *payment of compensation*

6.2 It shall be deemed breach of contract by the user if

- a) the user fails to pay the price of the natural gas supply, including the network access fee paid through the trader, as well as any surcharges, contractual penalties or other fees, or pays them late, outside the deadline determined in the Contract,
- Legal consequences:* *payment of contractual penalty*
in case of businesses and contracting authorities, payment of collection flat rate under Act IX
of 2016 on the Collection flat rate

*transfer of costs
exclusion from natural gas consumption (disconnection)
extraordinary termination of the Contract*

- b) the user fails to meet the deadline in case of an agreement related to payment in instalments or deferred payment ensured out of equity,
*Legal consequences: the entire debt becomes payable in one amount
exclusion from natural gas consumption
exclusion from natural gas consumption*
- c) the user fails to consume the natural gas volume determined in the Contract and the difference is more than the permitted tolerance due to reasons attributable to the user (periodic under-consumption) if the Contract determines the natural gas volume the user can consume and the extent of the permitted difference, except if this is due to Force Majeure or the trader's breach of contract;
Legal consequences: payment of contractual penalty, its rate shall be 25% of the contractual penalty base
- d) the user consumes natural gas in a volume higher than that determined in the Contract and the difference is more than the permitted tolerance due to reasons attributable to the user if the Contract determines the natural gas volume the user can receive and the extent of the permitted difference, except if this is due to force majeure or the trader's breach of contract;
Legal consequences: payment of contractual penalty, its rate shall be 25% of the contractual penalty base
- e) the user does not fulfil his/her obligation to report any change in a compulsory content element of the Contract or a detail needed for invoicing (contracting party's name, residential address/registered office, notification address, company registration number or any other registration number of the company, tax number, restriction category) or a change in users or fulfils this obligation late;
Legal consequences: payment of contractual penalty, its amount shall be HUF 5,000
- f) the Buyer does not fulfil his/her obligation to report any change in contractual data forming the basis of settlement (required natural gas volume, booked capacity, purchased capacity, nominal capacity of gas meter, etc.) or fulfils this obligation late;
*Legal consequences: payment of contractual penalty, its amount is determined in the General Terms of Business
payment of compensation*
- g) the Buyer breaches his/her obligations specified in a legal regulation, the general terms of business or the Contract in any other way;
Legal consequences: payment of compensation.

The legal consequences of a breach of contract specified in certain sections may be applied at the same time. Compensation for damages shall also include damages caused to third parties.

MVM Next Energiakereskedelmi Zrt shall be entitled to enforce its claims in court.

6.3. Rules of procedure for disconnection and reconnection

If the user is more than 30 days late in fulfilling his/her payment obligation and has not settled his/her overdue debt despite the payment notice related to disconnection and the consequent interruption in the service, MVM Next Energiakereskedelmi Zrt may initiate the disconnection of the place of consumption at the natural gas distributor. The trader shall communicate the notification to the user by registered letter with acknowledgment of receipt or other means suitable to certify receipt by the user.

The cost of disconnection and reconnection shall be borne by the user. A user disconnected from the gas supply due to a breach of contract shall also pay the base fee for the duration of the disconnection.

In the case of public institutional users under the GET and the Vhr, if a disconnection moratorium is provided, the trader shall act in accordance with the provisions on public institutional users and the exemption from disconnection from the natural gas supply.

7 OTHER CONDITIONS

7.1 Amendment of the Contract

7.1.1 With the exception of these GTC, the Parties may amend the Contract by mutual agreement.

It shall also be deemed a mutually agreed amendment when the trader makes a written proposal to the user to amend the Contract and the user does not make a statement on the trader's amendment proposal within the period specified in the amendment proposal. The condition for the validity of such an amendment to the Contract shall be that (i) the trader well-visibly and clearly draws the user's attention in his amendment proposal to the fact that the user's failure to make a statement within the specified time will constitute acceptance of the amendment proposal under this section of the Contract, (ii) the trader provides a reasonable period of time of not less than fifteen (15) days, for the user to make a statement about the modification proposal, and (iii) the trader communicates the modification proposal to the user in such a way that its receipt by the user can be certified.

7.1.2 Based on the Civil Code, the contractual terms and conditions that MVM Next Energiakereskedelmi Zrt unilaterally determined in advance for the purpose of concluding several contracts, without the user's participation and which were not individually negotiated by the parties shall be considered general contractual conditions. For the purposes of classifying certain terms as a general terms and

conditions, the scope, form and method of recording the terms and conditions and the fact whether the terms and conditions appear as part of the contract document or separately from it shall be irrelevant. MVM Next Energiakereskedelmi Zrt shall be entitled to unilaterally amend these GTC based on the Civil Code.

The trader shall publish the expected modification of the terms and conditions of the Contract specified in these GTC, which can be changed unilaterally by it, in the manner specified in the General Terms of Business.

Following the approval of the change in the GTC by the Authority, the Contract shall also be amended on the date specified in the notification about the change.

7.1.3 If the user wishes to terminate the fixed-term Contract before the expiration due to discontinuation of consumption or other reasons, he/she may initiate the following with the trader no later than 15 days before the change:

a) change the place of consumption to the user's new place of consumption in the Contract (if any);

The trader has the right to refuse the modification or to make it conditional (e.g. on the modification of the unit price).

b) transfer of the Contract to a new user of the place of consumption (if any and if the new user has consented to this);

The trader has the right to refuse the modification or to make it conditional (e.g. on the modification of the unit price).

c) in the absence of the above, termination of the Contract with mutual agreement;

The Trader may refuse its consent to the termination or make it conditional. If the Trader does not give its consent to the termination of the Contract or the condition specified by the Trader is not met but the Contract is still terminated for a reason attributable to the User, the User shall pay a contractual penalty to the Trader. The amount of the contractual penalty shall be equal to the product of 50% of the gas volume specified in the Contract and requested by the User for the service period for the place of consumption concerned by the termination of the Contract (the difference between the requested volume and the purchased natural gas volume) and the unit price of the Gas Fee (GF).

7.1.4 The trader may initiate the extension of the Contract in writing or by telephone (with voice recording made by the Trader) until the 90th day prior to the expiration of the fixed-term Contract, specifying the conditions of natural gas supply for the extended period. In this case, if the User does not notify the Trader in writing or by telephone (with voice recording made by the Trader) by the 60th day prior to the termination of the Contract that he/she does not request the extension of the Contract, the Contract shall be extended under the conditions specified in the Trader's proposal.

The Trader shall be entitled to decide that, despite the contents of this provision, the Contract shall not be extended if the User has an overdue payment obligation or has not fulfilled any other obligation under the Contract. The Trader shall notify the user of this decision in writing or by telephone (with voice recording made by the Trader) by the 30th day prior to the expiry of the Contract.

7.1.5 If, during the term of the Contract, the purchased capacity of the place of consumption specified in the Contract changes or a gas meter with a different nominal total capacity is installed at the place of consumption, the user shall notify the trader thereof immediately. If the trader becomes aware of the change based on the user's notification or otherwise, it shall be entitled to proceed as follows.

a) If, as a result of the change, the user continues to qualify as a user eligible for universal service, the trader shall have the right to review the price payable for the supply of natural gas set out in the Contract and to amend the price accordingly starting from the date of the change.

b) If, as a result of the change, the user no longer qualifies as a user eligible for universal service, the trader shall be entitled to reclassify the user applying one of the tariff packages currently available to users not eligible for universal service that best meets the user's consumption habits, effective from the date of the change. The reclassification shall not affect the continuity of the natural gas supply legal relationship between the parties, but the general contractual terms and conditions for users not eligible for universal service shall be applied to the legal relationship between the parties. The trader shall notify the user of the reclassification in writing and within 15 days of receipt of the notification the user may request in writing from the trader that a tariff package other than the tariff package specified by the trader should be applied in relation to it effective from the date of the change.

c) The Trader shall also be entitled to terminate the Contract concluded with the user with 30 days' notice, regardless of whether the Contract is for a definite or indefinite period.

7.2 Conditions for cessation and termination of the Contract

7.2.1 Termination of the Contract by the user

7.2.1.1 The User may terminate the Contract concluded for an indefinite period of time in writing with 30 days' notice. A termination notice made irregularly shall not have legal effect, about which the trader informs the user in writing. The trader may waive the notice period.

In the termination notice, the user shall indicate why the termination takes place e.g. change of traders, permanent discontinuation of using the service.

7.2.1.2 In the event of the user's discontinuation of using the service, the condition for the termination notice to take effect is that the user settles his/her overdue debts to the trader in full. If the termination notice of the user does not take effect due to an existing overdue debt, the trader shall inform the user thereof in writing (by e-mail if so agreed with the user), stating the exact reason(s), and allows the user a deadline of 15 days from the date of the notification letter to settle the overdue debt and inform the trader thereof.

The detailed rules of the Contract related to the change of users or termination due to the user's discontinuation of using the service are contained in Point d) of Section 2.2.

7.2.1.3 The cases of extraordinary termination are contained in Points *a)*, *b)* and *g)* of Section 6.1.

7.2.1.5 If the user wishes to obtain natural gas from another universal service provider or natural gas trader at the given place of consumption (change of traders), he/she shall notify the trader thereof in writing at least 30 days prior to the change of traders and terminate the Contract. The rules for changing traders can be found in the GET, the Vhr and are also contained in the General Terms of Business.

7.2.2 Termination of the Contract by MVM Next Energiakereskedelmi Zrt

The case of ordinary termination is contained under Section 7.1.5.

The case of extraordinary termination is contained in Point *d)* of Section 2.1 and Point *a)* of Section 6.2.

The trader shall notify the user in writing of the termination of the Contract.

In the event of termination of the Contract, MVM Next Energiakereskedelmi Zrt shall send a notice to the natural gas distributor stating that the Contract has been terminated and will no longer ensure the supply of the given place of consumption.

7.2.3 Other cases of Contract cessation

7.2.3.1 A fixed-term contract shall cease at the end of the specified definite period without any special action by the parties.

7.2.3.2 The Parties may at any time terminate the Contract with mutual agreement.

7.2.3.3 It shall result in the automatic and immediate cessation of the Contract if the User's Distribution Network Access Contract becomes ineffective for any reason.

7.2.3.4 The Contract shall cease if either Party is wound up without a legal successor.

7.2.3.5 The Contract shall cease on the day the user deceases. If a natural person user has deceased, he or she will be replaced by his or her heirs by the force of law, which also means that they shall fulfill any obligation previously binding the deceased. In the event of the death of the user, the heir or heirs shall report the fact and date of the death and present the death certificate or the proof of inheritance. If the user's heir(s) no longer have require the natural gas supply, they shall be obliged to order the removal of the gas meter from the territorially competent natural gas distributor.

If natural gas is still consumed at the given place of consumption after the cessation of the contract, a contractual relationship shall be established by conduct with the user's heir or, in case of a private entrepreneur, with the person carrying out the economic activity of the deceased until the death of the user is reported.

7.2.3.6 The Contract shall cease without special action by the parties if the right of MVM Next Energiakereskedelmi Zrt to trade in natural gas (its qualification as a natural gas trader) is terminated for any reason.

7.2.3.7 If the Contract was concluded during a recorded telephone conversation, the Trader shall provide the user with a 14-day cancellation option starting from the conclusion of the Contract. If the user withdraws from the Contract within the above timeframe, the Contract shall be terminated retroactively as of the date of its conclusion.

7.2.4 Settlement in case of cessation of the Contract

If the Contract ceases for any reason, the user and MVM Next Energiakereskedelmi Zrt shall settle accounts with each other in full after the cessation of the Contract and pay any unpaid debts they have according to the meter readings valid on the day of cessation of the Contract.

The meter reading forming the basis of the settlement shall be the meter reading determined by the territorially competent natural gas distributor for the date of cessation of the Contract, except

a) in case of a change in users (transfer of contract): where the basis for settlement shall be the meter reading jointly reported by the outmoving and inmoving users (at the time of the transfer of contract), recorded in the record of handover-receipt or, in the absence thereof or if the meter reading valid at the time of the transfer of contract is disputed, it shall be the meter reading determined by the territorially competent natural gas distributor, noting that MVM Energiakereskedelmi Zrt shall be entitled to modify the data recorded by the user(s) in the record of handover-receipt or the record on the transfer of property to the meter reading recorded by the natural gas distributor on the basis of the results of the on-site inspection by the territorially competent natural gas distributor if it differs from the consumption that can be assumed on the basis of the temperature-based characteristic curve by more than 10 percent regardless of whether the data read by the natural gas distributor is lower than that recorded by the parties.

b) in case of a change in traders: the closing meter reading shall be determined according to the General Terms of Business.

If the event of the cessation of the Contract, the User shall pay the consideration for the already delivered natural gas service, other fees (surcharge, contractual penalty, interest on arrears, etc.), as well as any additional fees and costs incurred in connection with the service or its termination by the deadline prescribed by MVM Next Energiakereskedelmi Zrt.

Within 20 days from the cessation of the Contract, MVM Next Energiakereskedelmi Zrt shall issue an invoice (the final invoice) for the purpose of final settlement.

In the event of the cessation of the Contract, MVM Next Energiakereskedelmi Zrt will reimburse the user for any overpayment by the user within 8 days after the settlement is completed.

Any debts shall be deemed to be settled upon payment of the final invoice and any interest on arrears or upon the completion of any reimbursement if no other payable debt exists.

7.2.5 Legal consequences of the termination of the Contract

In the absence of a new natural gas trading / universal service contract following the termination of the Contract for any reason, the legal consequences of any consumption without a contract shall apply to the consumed natural gas. The rules for non-contractual consumption are contained in the general terms of business of the territorially competent natural gas distributor.

7.3 Privacy, data processing, confidentiality

7.3.1 By signing and concluding the Contract, the User consents that the Trader and/or its agent may process its data voluntarily provided by itself in the Contract and its data the Trader necessarily becomes aware of in connection with the performance of the Contract for the purposes of performing the Contract during the term of the Contract or the enforcement of any claims in relation thereto, in accordance with the requirements of the relevant legislation.

By signing and concluding the Contract, the user consents to the transfer of the above-mentioned data to the agent of the trader (e.g. collection of fees).

7.3.2 Any information or facts either Party becomes aware of regarding the other Party and its activity in connection with the conclusion and performance of the Contract, including in particular, but not exclusively, the existence and contents of the Contract, its entire text, in particular the amounts of fees included therein, shall be considered business secrets and may not be used for purposes other than the performance of the contract.

Neither party may disclose or make available trade secrets, proprietary information or confidential information to any third party (third parties) without the prior written consent of the other party. This provision shall not apply to the disclosure of all the information to be transferred to third parties providing the trader with legal, financial-accounting, insurance, as well as financial or additional financial services (including the collection of receivables) based on contracts, as well as the information to be disclosed to the assignee or debtor in case any receivable arising from the Contract is assigned or debited by the trader. Furthermore, this restriction shall not apply to the information provided to third parties that qualify as affiliates or proprietors of the trader, unless otherwise provided by law.

The confidentiality obligation shall not extend to the following types of information:

- a) which are available to the public or which become public in the future through no fault of the Contracting Party receiving the information,
- b) which were demonstrably known to the Party receiving the information prior to the submission of the quotation or the entry into force of the Contract,
- c) which has come to the knowledge of a party receiving the information through a third party that is not covered by a confidentiality agreement with the Contracting Party to whom the information relates,
- d) the disclosure or publication of which is required by law (including directly applicable legal acts of the European Union), stock exchange regulations, or the disclosure or publication of which is ordered by the competent body (court, authority) to the extent and scope of the relevant applicable law, regulations or decision.
- e) which was developed by the Party independently of the other Party, as evidenced by written evidence.

By concluding the Contract, the user consents to the trader using the fact of concluding the Contract and the user's name as a reference in its business relations.

7.3.3 MVM Next Energiakereskedelmi Zrt

- a) shall fulfill its obligation to provide transparent, advance information on the personal data processed by MVM Next Energiakereskedelmi Zrt in relation to the provision of the natural gas trading service and the protection of natural persons in connection with the processing of their personal data according to the recommendation of NAIH and in compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as well as the Act CXII of 2011 on Informational Self-Determination and Freedom of Information (Privacy Act) in its General Data Processing Information related to the data processing in connection with the performance of the Contract, available on the website and in the customer service office of MVM Next Energiakereskedelmi Zrt.
- b) shall fulfill its obligation to provide transparent, advance information on the personal data it processes in case of voice recordings made during telephone calls according to the recommendation of NAIH and in compliance with the General Data Protection Regulation and the Privacy Act in the Data Processing Information on Voice Recordings available on its website and in its customer service.
- c) the detailed data processing information on the processing of the personal data specified as contact persons in the contracts it concludes and other documents, as well as the interest balancing test prepared for the processing of the personal data of the natural person contact persons of the contractual partners specified by their names in the contracts can be viewed on the website of MVM Next Energiakereskedelmi Zrt. The user shall inform its natural person contact person(s) specified in the contract about the availability of the information materials and make sure that these concerned natural persons have read the relevant documents.

7.4 In matters not regulated in these GTC, the provisions of the Contract, the GET, the Vhr, the General Terms of Business and the legal regulations in effect shall be followed.

-
- 7.5 If there is any contradiction between the Contract and these GTC, or if the Parties agree on any issue in the Contract differently from the provisions of these GTC, then the provisions of the Contract shall prevail.
- 7.6 Where these GTC mentions the General Terms of Business, these GTC shall also be understood.

MVM Next Energiakereskedelmi Zrt

*Annex 4/2***CONTRACT TEMPLATE AND GTC**

for domestic users eligible for universal service equipped with consumption metering equipment with a total nominal capacity under 20 m³/h

This Contract is the written version of the terms and conditions agreed by the contracting parties during a recorded phone call, which we are sending you for the purposes of information.

Please do not print the Contract or return it to our Company and please treat its contents confidentially.

Contract number:.....

NATURAL GAS TRADING CONTRACT

for domestic consumers

1. Contracting parties**1.1. Details of the Trader:**

Company name: **MVM Next Energiakereskedelmi Zrt.**
Registered office: **1081 Budapest, II. János Pál pápa tér 20.**
Email: **lakossagivp@mvm.hu**
Telephone: **+36 1/469 70 61**
Financial institute: **CIB Bank Zrt.**
Bank account number: **10700024-02568209-51200002**
Company registration number: **01-10-140263**
Tax number: **26713111-2-44**

1.2. Details of the User:

Name:
Mother's name, place and date of birth:
Business partner code:
Address:
Electronic mailing address:

2. Subject of the Contract

- 2.1. According to this natural gas trade contract (hereinafter: the Contract) and in accordance with the conditions specified therein, the Trader sells and the User purchases the natural gas made available by the Trader against payment of the natural gas price specified under Section 3.
- 2.2. The detailed data of the place(s) of consumption (identification of each measurement point, nominal total capacity of the consumption metering equipment, required quantity of natural gas, name of natural gas distributor and technical specifications) are contained in Section 11 of the Contract.
- 2.3. The Trader shall provide the User with a full range of natural gas supply, which also ensures access to the cooperating natural gas network, in respect of which the User transfers to the Trader its right of disposal with regard to the (transmission, storage and distribution) network capacities he/she enjoys by law and required for the performance of this Contract and entrusts the Trader to conclude the contracts necessary for the performance of the Contract with the system administrators.
- 2.4. The User acknowledges that, for technical reasons, the Trader can only supply a place of consumption with consumption metering device(s) with a nominal total capacity of less than 20 m³/h under the scope of the Contract. In this regard, the User expressly accepts that if the total nominal capacity of the consumption meter(s) reaches and/or exceeds 20 m³/h as a result of the replacement of the consumption meter(s), the Trader shall be entitled to terminate the Contract with 30 days' notice.

3. The price of natural gas

- 3.1. Based on the Contract, the User shall pay the price of natural gas (gas fee, base fee and other related fees).
- 3.2. The gas fee shall be determined on the basis of the product of the net unit price of natural gas and the quantity of natural gas consumed by the User. The Parties state that the net unit price of natural gas shall be determined on the basis of the unit prices stipulated in the legislation in force at any time fixing the sales prices related to the universal service in the natural gas market (Ministry of National Development Decree 69/2016 (XII.29.) on the establishment and application of sales prices related to the universal service in the natural gas market in effect at the time of concluding the Contract).
- 3.3. The base fee is the fee payable by the User for the use of the natural gas system, which is determined by the Parties with view to the unit prices stipulated in the legislation in force at any time fixing the sales prices related to the universal service in the natural gas market (Ministry of National Development Decree 69/2016 (XII.29.) on the establishment and application of sales prices related to the universal service in the natural gas market in effect at the time of concluding the Contract).
- 3.4. The Parties shall determine the net unit price of natural gas and the other tariff elements valid at the time of concluding the Contract and applicable for all the places of consumption under the scope of the Contract as follows:

Base fee (HUF/year)	established according to universal service pricing of natural gas
Natural gas unit price (HUF/MJ)	established according to universal service pricing of natural gas
VAT	[*] %

4. Scope and term of the Contract

- 4.1. The Contract is concluded by the mutual and unanimous declaration of the Parties' will, by means of a telephone conversation recorded by the Trader, which shall be deemed as written according to paragraph (3), Section 6: 7 of the Civil Code.
- 4.2. This Contract shall enter into force upon its conclusion by the Parties, provided that the conditions set out in points a) and b) below are met:
- a) the User has a distribution network access contract and a connection contract concluded with the territorially competent natural gas distributor for all places of consumption covered by the Contract, and
- b) the User registers on the Trader's online customer service interface or in its mobile natural gas application no later than within 3 (three) months after the conclusion of the Contract if the User does not have such registration at the time of concluding the Contract. The User shall maintain his/her registration at all times during the term of the Contract.
- 4.3. If the User fails to comply with his/her registration obligation under Point b), Section 4.2. b), the Contract shall not enter into force and it shall terminate automatically as set out under Section 5.3 (suspensive condition).
- 4.4. The Parties Conclude the Contract for a definite period (contractual period) according to the table below:

Starting date of natural gas supply:	
Contract expiry date:	

- 4.5. The Trader shall start making available the natural gas quantity determined in the Contract at the starting date of the natural gas supply. If the entry into force of the Contract under Section 4.2 or the change of traders is delayed and, as a result, the supply of natural gas cannot be started at the starting date determined under Section 4.4, the starting date of the natural gas supply shall be the date of the successful change of traders. In order to avoid misunderstandings, the Parties stipulate that a change of traders may take place only after the entry into force of the Contract.
- 4.6. The Trader informs the User that the User shall not be entitled to a discount for large families in the context of competitive natural gas supply in accordance with Government Decree 494/2017 (XII.29.).
- 4.7. In the event that the User has been included in the register of vulnerable consumers, the User undertakes to inform the Trader immediately by sending a copy of the relevant certificate. The User declares and undertakes to initiate the conclusion of a natural gas universal service contract with MVM Next Energiakereskedelmi Zrt as the universal service provider in the event that it is granted the status of vulnerable consumer, and in this regard the Parties undertake to terminate the Contract by mutual agreement.

5. Amendment, Cessation and Termination of the Contract

- 5.1. The Parties state that, in view of its fixed term, the Contract cannot be terminated by ordinary termination, except the case determined under Section 2.4. The Parties agree that the Trader shall be entitled to terminate the Contract with 30 (thirty) days' notice in accordance with the case specified under Section 2.4.
- 5.2. The Trader informs the User that he/she has the right of cancellation within 14 (fourteen) working days after the conclusion of the Contract, which the User may exercise only by telephone, using the following contact details - via the telephone line recorded by the Trader. Telephone number: +36 1/469 70 61.
- 5.3. The Parties state that the Contract shall only enter into force on condition that the User is registered under Point b), Section 4.2. If the User fails to register on the Trader's online customer service interface or in its mobile natural gas application within 3 (three) months after concluding the Contract, then the Contract will not enter into force and will automatically cease without making any further legal statement after the expiry of the 3rd (third) month from the date of conclusion. The Trader shall notify the User in writing, electronically, of the termination of the Contract.
- 5.4. Unless otherwise provided in the Contract, the GTC or the General Terms of Business, the Contract may be amended by mutual agreement of the Parties. Based on its business decision, the Trader shall be entitled to make a proposal to the User under Section 7.1.4. to ensure the future natural gas supply of one or more places of consumption.
- 5.5. By concluding the Contract, the User acknowledges and expressly accepts that the Trader shall be entitled to unilaterally modify the net unit price of natural gas and the base fee in the event that the legal regulation specifying the sale prices related to the universal service of the natural gas market (Ministry of National Development Decree 69/2016 (XII.29.) on the establishment and application of sales prices related to the universal service of the natural gas market in force at the time of concluding the Contract) is amended starting from the effective date of the amendment in accordance with Section 3.3 of the GTC.
- 5.6. The Contract may be terminated at any time by mutual agreement. The other conditions for the termination of the Contract, including the possibility of extraordinary termination, are set out in Section 7.2 of the GTC.

6. Insurance

- 6.1. If at the time of concluding the Contract the User joins the group insurance taken out by the Trader with the insurer specified under 6.4 (hereinafter: the Insurer), the User becomes entitled to use the insurance according to the conditions related to the legal relationship of the insured based on the legal relationship of the insured established between the User and the Insurer. By concluding the Contract, the User expressly agrees and undertakes to maintain the insurance contract during the term of the Contract and not to terminate it unilaterally.
- 6.2. By concluding the Contract, the User acknowledges and accepts that the starting date of risk-taking in respect of the insurance shall be the 1st day of the 2nd month following the successful change of traders.
- 6.3. With view to the User's joining to the insurance, the Trader shall provide a discount of the monthly insurance premium payable by the User according to Section 6.4 by assuming all or part of the monthly premium of the insurance and paying it to the Insurer instead of the User, which the Trader exercises in the form of a credit to the User.
- 6.4. The User shall be entitled to the following discount with regard to the insurance premium, if he/she joins the group insurance contract concluded by the Trader upon concluding the Contract:

Insurance name	Insurer	Discount amount	Discounted period
			from the start date of risk-taking to the end of the contract term

- 6.5. The User acknowledges that he/she shall only be entitled to the discount under Section 6.4 during the term of the Contract, which entitlement ceases at the same time as the termination of the Contract or the insurance relationship.
- 6.6. In addition to the cases specified under Section 6.5, the user's entitlement to a discount also ceases in the following cases, where the Trader is entitled to retrospectively charge the discounted amount of the insurance premium to the User in a single amount:
- the User is at least 30 (thirty) days late in paying the insurance premium; or
 - the User deletes his/her registration under Point b), Section 4.2 during the term of the Contract and fails to restore it within 30 (thirty) days.
- 6.7. The Trader states that it only exercises the discounted amount of the insurance premium under Section 6.4 in the form of crediting and the User shall not be entitled to any payment based on the insurance premium discount.

6.8. The Trader shall not be liable for damages caused by the Insurer. The User shall be entitled and obliged to enforce his/her claims arising from the legal relationship of the Insured directly against the Insurer.

7. Duration of the settlement and invoicing periods, method of invoicing

7.1. Settlement

7.1.1. The annual correction of the partial invoices shall be settled on the basis of a meter reading once a year, based on the readings performed by the territorially competent natural gas distributor as described in its general terms of business, on the basis of which the settlement invoice is issued to the User.

7.1.2. The parties declare that the meter reading shall be performed by the natural gas distribution licensee. The User is aware that the Trader requests the settlement metering data from the natural gas distribution licensee and stores them, and the User declares that he/she accepts these data as the basis for the settlement according to the Contract.

7.1.3. The parties agree that the base fee, the gas fee and other fee elements shall be settled on a monthly basis.

7.2. Invoicing

7.2.1. By concluding this Contract, the User expressly requests that the Trader should send the invoices issued in accordance with the Contract in the form of e-invoices to the User electronically and the User shall maintain this method of invoicing continuously during the term of the Contract.

7.2.2. The parties agree that in case of settlement by partial invoices, the invoices shall be issued in the form of an e-invoices electronically, on a monthly basis.

7.2.3. If the User joins the group insurance contract concluded by the Trader at the time of concluding the Contract, the insurance premium will be charged as a bundled service in the invoice containing the price of natural gas.

7.2.4. The User entrusts the Trader to set electronic invoicing as the method of payment and requests the Trader to take it into account during the term of this Contract if the User requested e-invoicing in relation to the natural gas universal service contract he/she previously concluded with MVM Next Energiakereskedelmi Zrt as universal provider regarding the place(s) of consumption specified under Section 11 and continue e-invoicing (the issue of e-invoicing).

7.2.5. In all cases, the invoice shall be issued in Hungarian forints in accordance with Section 3.

7.2.6. The detailed rules for settlement and invoicing are contained in the GTC.

7.2.7. The Trader undertakes that if the User maintains e-invoicing continuously during the term of the Contract and uses only the Trader's online or telephone customer service, it will credit the User with the amount of HUF 2,000 per place of consumption every 12 months.

8. Method of payment

8.1. The parties agree that the User shall pay the fee charged in the invoice within 12 calendar days from the date of the invoice.

8.2. The parties agree that the User shall pay the fee charged in the invoice by electronic payment (including the direct debit order (DD)), as specified in the GTC. If the User wishes to make his/her payments via DD and previously provided MVM Next Energiakereskedelmi Zrt with a DD order regarding the universal natural gas service, then the User requests that it should be transferred to and applied in case of this Contract.

8.3. If the User makes a payment for several invoices issued by the Trader at the same time by bank transfer, he/she shall send the distribution of the payment between the individual Invoices to the Trader using the following contact details: avizo@mvm.hu.

9. The Trader's mandate

9.1. By concluding this Contract, the User mandates the Trader to manage the User's distribution network access contract and the Contract as an agent, which the Trader accepts by concluding the Contract.

9.2. The User acknowledges that the Trader shall be entitled to use a third party in order to perform this mandate.

10. Termination of the natural gas universal service contract and authorization for change of traders

10.1. By concluding the Contract, the User declares that he/she wishes to terminate the natural gas universal service agreement concluded with MVM Next Energiakereskedelmi Zrt as a universal service provider.

10.2. The parties state that by concluding the Contract, they consider that the notification obligation of MVM Next Energiakereskedelmi Zrt as a universal service provider according to Paragraph (1), Section 31/B of the GET is fulfilled, therefore, the User's universal service shall be terminated based on Section 9.1.

10.3. By signing this Contract, the User authorizes the Trader to act on his/her behalf with the competent system administrator and to take the necessary measures in order to change traders, if necessary.

11. Other provisions

- 11.1. The Parties agree that upon the conclusion of the Contract all previous agreements, legal declarations (excluding the legal declaration on requesting electronic invoicing) and other documents concluded between them concerning the subject of the Contract shall become null and void on the starting date of the natural gas supply specified in this Contract and that the legal relationship of the Parties in relation to this Contract shall be exclusively governed by this Contract from the starting date of the supply of natural gas.
- 11.2. If there is a change in the User's data, the User shall notify the Trader thereof within 15 (fifteen) days. The User undertakes to notify the Trader in writing or by telephone about any change in his/her electronic mailing address (e-mail address) immediately, but no later than within 5 (five) days after the change.
- 11.3. If the User is not a natural person of Hungarian nationality, the Parties stipulate the jurisdiction of a Hungarian court with the competence and powers under the act on the civil procedure in accordance with Point 1, Section 5 of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of resolutions or Section 99 of Act XXVIII of 2017 on Private International Law in order to decide the legal disputes they may have in the future that they cannot settle amicably.
- 11.4. The classification of the User regarding the restriction of the natural gas capacity shall be in accordance with the relevant legal regulations; the restriction classification of the given place(s) of consumption is included in point 11. The User declares that he/she is aware of the current regulation of the restriction classification as well as the obligations and procedural rules imposed on him/her on the basis thereof.
- 11.5. In matters not regulated in the Contract, the GTC, the General Terms of Business, Act XL of 2008 on Natural Gas Supply (hereinafter: the GET) and the decrees related to its implementation, the Civil Code and the other relevant Hungarian legal regulations in force shall apply.
- 11.6. The User undertakes to initiate his/her customer relations enquiries on the Trader's online customer service interface or by telephone (<https://www.mvmnext.hu/foldgaz/Ugyfelszolgalat>) during the term of the Contract and to maintain this continuously during the validity of the Contract.
- 11.7. The general terms and conditions for domestic consumers (hereinafter: GTC) included in Annex 4/2 of the General Terms of Business in force at any time and forming Annex 1 to the Contract shall form an integral part of the Contract.
- 11.8. By concluding the Contract, the User declares under penalty of perjury that the data he/she provided in the Contract are true and correct.
- 11.9. The User consents that, in case of his/her late payment, he/she will receive the first payment notice by e-mail, while the second notice regarding the possibility of disconnection and the service interruption it involves will be made sent in a registered letter with an acknowledgement of receipt or by other means suitable to certify its receipt by the User (e.g. through the Client Gate).
- 11.10. The User can find the information related to the personal data processed in relation to the provision of natural gas supply and the performance of the Contract in the General Data Processing Information available on the website www.mvmnext.hu and in the Trader's customer service offices. The User can find the information on the personal data processed in connection with the sound recording made during the administration of affairs in the Data Processing Information on the Sound Recordings available on the website www.mvmnext.hu and in the Trader's customer service offices.
- 11.11. The Trader's Natural Gas Trading General Terms of Business (hereinafter: the General Terms of Business) and the GTC applicable to this Contract can be viewed on the website www.mvmnext.hu, which the User read before concluding the Contract and acknowledges as binding on it.
- 11.12. The Parties undertake to carry out all their written communications related to the Contract electronically or by telephone, on the line recorded by the Trader. The detailed rules of electronic communication are contained in the GTC.

12. Detailed data of the place(s) of consumption

12.1. Identification data of the place of consumption

Measurement point ID	Place of consumption code	Address of the place of consumption

12.2. Technical data of the place of consumption

Measurement point ID	Legal title of use*	Natural gas volume requested for the contractual period	Nominal total capacity of the installed gas meter and the metering system*	Purchased capacity	Distributor's name**	Nature of measurement point***	Restriction category per delivery/receipt point
		m ³	m ³ /h	N.A.			not restrictable
		m ³	m ³ /h	N.A.			not restrictable

*The maximum nominal total capacity that may be entered is 20 m³/h

If the consumption of natural gas at the place(s) of consumption is not based on ownership right, the Owner and the User shall sign Annex 2 to this Contract on the Owner's Declaration on the Transfer of Capacity Booking Rights.

Date: [*]

MVM Next Energiakereskedelmi Zrt.
Trader

[User's name]
User

* (T) Owner, (B) Tenant, (E) Other

** Distributor's name: (0) Csepeli Erőmű Kft., (1) DBGÁZ Debreceni Gázszolgáltató Kft., (2) ISD POWER Energiatermelő és Szolgáltató Kft., (3) E.ON Dél-dunántúli Gázhálózati Zrt., (4) E.ON Közép-dunántúli Gázhálózati Zrt., (5) MVM Égáz-Dégáz Földgázhálózati Zrt., (6) MVM Főgáz Földgázhálózati Kft., (8) Natural Gas Service Ipari és Szolgáltató Kft., (9) OERG Kft., (10) MAGÁZ Kft., (11) TIGÁZ Zrt., (16) E.GAS Gázelosztó Kft.

*** (P1) mixed, (P2) linear, (P3) heating

This Agreement is a written version of the terms agreed upon by the parties on the recorded telephone line, which we are sending you for information purposes.

The Contract was concluded by mutual and unanimous declaration of the contracting parties' will, by telephone conversation recorded by the Trader; therefore, it is not necessary for the contracting parties to sign it.

Please do not print or return this Contract to our Company and keep its contents confidential.

MVM NEXT ENERGIAKERESKEDELMI ZRT.

NATURAL GAS TRADING GENERAL TERMS OF CONTRACT FOR DOMESTIC CONSUMERS

**with consumption metering equipment of
nominal total capacity of 20 m³/h**

GENERAL TERMS OF CONTRACT

INTRODUCTORY PROVISIONS

As Annex 1, an inseparable part of the natural trading contract (hereinafter: the Contract) concluded between MVM Next Energiakereskedelmi Zrt (hereinafter: MVM Next Energiakereskedelmi Zrt or the Trader) and the user with consumption metering equipment of nominal total capacity under 20 m³/h (the trader and the user hereinafter referred to as the Parties), these General Terms of Contract (hereinafter: the GTC) shall contain the parties' basic rights and obligations in relation to the Contract.

The Contract shall only entitle the consumption of natural gas at the same place of consumption together with the valid distribution network access contract concluded with the territorially competent natural gas distributor.

1 CHARACTERISTICS AND QUALITY STANDARD OF THE NATURAL GAS SERVICE

1.1 Determination of the place of consumption and the connection point, the boundary of the natural gas distribution network and the user system

The place of supply of the natural gas service shall be the plot boundary of the place of consumption. The place of consumption and the connection point are specified in the Contract.

With regard to natural gas distribution and connection lines, the boundary of the natural gas distribution network and the user system shall be the plot boundary of the property.

1.2 The maximum consumable natural gas capacity

The maximum gas capacity that can be consumed in return for the connection fee and network development contribution paid by the user is fixed by the parties in the Contract, and the user and the territorially competent natural gas distributor in the connection contract and the distribution network access contract.

1.3 Quality of the supplied natural gas

1.3.1 The quality of natural gas delivered to the user by MVM Next Energiakereskedelmi Zrt shall comply with the provisions of Annex 11 of Government Decree Act 19/2009 (I.30.) (hereinafter: the Vhr) on the implementation of the provisions of Act XL of 2008 on Natural Gas Supply, subject to the provisions of Section 66/A of the Vhr.

1.3.2 MVM Next Energiakereskedelmi Zrt shall deliver natural gas to the user odorized.

1.4 Minimum quality requirements for individual users

The minimum quality requirements of MVM Next Energiakereskedelmi Zrt as a natural gas trader affecting individual users are contained in the decision of the Hungarian Energy and Public Utilities Regulatory Authority (hereinafter: the Authority). The decision stipulates the quality indicators in relation to individual users for the trader; if the trader fails to comply with these indicators, it shall pay contractual penalty to the user.

2 DETAILED TERMS AND CONDITIONS OF THE CONTRACT AND THE SERVICES USED

2.1 Services, rights and obligations of the trader

a./ Ensuring the user's natural gas supply

Under the Contract, the Trader shall ensure the supply of natural gas on the basis of the product packages and tariffs specified in the Contract and in the related notices.

Under the Contract concluded with the user, the Trader shall sell natural gas to the User continuously from the date specified in the Contract if the conditions prescribed by law, the general terms of business of MVM Next Energiakereskedelmi Zrt (hereinafter: the General Terms of Business) and the Contract are met.

The trader shall make sure that it purchases the quantity of natural gas required by the user, makes it available to the user and settles it periodically in accordance with the Contract; the Trader shall also provide other services related to satisfying the natural gas needs of the user.

During the natural gas supply, the trader shall provide the user with the services of natural gas procurement, natural gas storage, natural gas transmission, natural gas distribution, natural gas transmission and the other services specified in the Contract.

Limitations of the obligation to supply

The trader's obligation to supply natural gas shall exist until any of the events mentioned below lead to the temporary interruption, suspension or refusal of the natural gas service or the disconnection of the user:

- unavoidable obstacles or force majeure events out of the control of MVM Next Energiakereskedelmi Zrt,
- work performed on the distribution system by the territorially competent natural gas distributor or on the connection line or the user equipment by the user or his/her agent,

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- the user's conduct or activity infringing the Contract or other contracts,
 - restrictions affecting the user,
 - lawful refusal of the service for any other reason.

If the user has overdue debt to MVM Next Energiakereskedelmi Zrt as the licensee under Act XL of 2008 on Natural Gas Supply (hereinafter: the GET), arising from the natural gas trading contract previously in effect between the two parties, the trader shall be entitled to act in accordance with the legal regulations and the previous natural gas trading contracts in order to recover it. In case of non-payment of the overdue debt arising from the previous natural gas trading contract, the Trader shall be entitled to legally refuse the performance of the Contract, to initiate the disconnection of the place of consumption under the Contract at the natural gas distributor, or to terminate the Contract by extraordinary termination.

b./ Procedure for the submission and administration of user complaints, method of submission and administration of complaints, procedure in case of infringements against users

Complaints can be reported orally (in person) and in writing (electronically or by telephone). Complaints submitted by e-mail may be answered by e-mail. A complaint made by telephone shall constitute a complaint only if it is confirmed in writing, unless otherwise provided by a legal regulation.

MVM Next Energiakereskedelmi Zrt may choose to ignore repeatedly submitted complaints by the same user with contents identical with those of a previous and already substantively answered other complaint, user complaints made by unidentifiable persons, or matters following calls that do not contain any substantive demand or report.

The conciliation body determined under the Consumer Protection Act shall have the competence to settle out-of-court disputes between the user and the trader regarding the quality and safety of the service, the application of product liability rules and the conclusion and performance of the Contract between the parties, to try to reach an agreement for this purpose, and, in the event of the failure of these efforts, to make a decision on the matter.

In the event of a breach of the provisions related to settlement, invoicing, the payment of fees or metering, as well as the suspension or disconnection from the natural gas supply due to late payment or the reconnection of the user after the settlement of an overdue debt, the consumer protection authority shall act while respecting the competence of the Authority.

The application (complaint) submitted by the user to the Authority due to the fact that the response of the trader is of unacceptable quality or the trader fails to give a substantive response by the user shall include the following:

- name and contact details of the applicant (address, if available, telephone contact and e-mail address), address of the place of consumption concerned,
- a brief description of the subject of the complaint, supported by available documents, including in particular the trader's response letter to the user's enquiry, acknowledgment of receipt of the complaint sent to the trader, individual case number provided by the trader in the case of administration by telephone, or the document certifying that the complaint sent by post was posted
- an indication of the measure requested,
- signature of the applicant.

Further rules regarding complaint management are contained in the General Terms of Business.

c./ The right of the territorially competent natural gas distributor or its agent to read the consumption metering equipment and inspect the meter, the pressure regulator and the gas supply system, and its obligation to certify, maintain, renovate and repair such equipment

ca./ Unless otherwise agreed, the consumption metering equipment or metering system, the computing device and the transmitter suitable to measure natural gas, of the metering capacity and type specified in the general terms of business of the natural gas distributor, shall form the property of the natural gas distributor. Unless otherwise agreed, the natural gas distributor shall take care of the installation, operation, maintenance and the periodic certification of the consumption metering equipment.

The technical requirements for the consumer pressure regulator are contained in the general terms of business of the natural gas distributor. No gas meter is installed for users with a flat-rate Contract.

The territorially competent natural gas distributor or its agent shall be entitled to inspect the gas supply system, the consumption metering equipment and the pressure regulator in accordance with the provisions of the legal regulations and its general terms of business.

It is the user's responsibility to establish, ensure and maintain the measurement point required to install the consumption metering equipment or the metering system at the user's own expense. If the consumption metering equipment is replaced due to the user's failure to maintain it, the user shall bear the related costs, even if the replacement of the meter became necessary for other reasons.

cb./ The natural gas distributor may suspend the service in case of the maintenance, transformation, renovation, reparation or replacement of the distribution line or the connection of a new user if no other technical solution is available.

cc./ The distributor shall suspend the gas supply in the event of a threat to the safety of life or property or the continuity of the gas supply. The elimination of the emergency situation shall be the responsibility of the pipeline operator and its costs shall be borne by the person causing the emergency.

The list of natural gas distributors can be found on the website of the Authority.

d./ Publication of the rules of interruption due to operations involving gas outage, emergency situations, malfunctions

In the absence of any other technical solution, the natural gas distributor may interrupt the distribution of natural gas for the minimum required number of users and for the shortest possible period of time in the event of system maintenance, transformation, renovation, development, replacement and the connection of a new user. The starting date and expected duration of the interruption, as well as the necessary security measures shall be communicated to the users by the territorially competent natural gas distributor in accordance with general terms of business, but at least 15 days in advance (at least 3 months in advance in case of scheduled preventive maintenance).

In the event of an emergency or malfunction, the natural gas service may be interrupted without prior notice. The system administrator shall inform the trader and the user immediately and continuously about the emergency situation or technical malfunction in the manner specified in the general terms of business.

The user shall report to the natural gas distributor any malfunction (gas spillage, gas leak, explosion, fire, etc.) detected on the user system using the published telephone numbers.

In the event of the lawful interruption of the natural gas service, the trader shall not be liable for any damages or breach of contract.

If system access has been suspended at the place of consumption and the conditions for the termination of the suspension are not met within 6 months after its commencement, MVM Next Energiakereskedelmi Zrt shall be entitled to terminate the Contract.

2.2 Obligations of the User

a./ Under the Contract concluded with MVM Next Energiakereskedelmi Zrt, it is the basic contractual obligation of the user to regularly pay MVM Next Energiakereskedelmi Zrt the consideration for the natural gas (natural gas price) sold to him/her from the date specified in the Contract. The user shall pay the fee corresponding to his/her gas consumption and specified in the Contract concluded for the place of consumption, in the GTC and in the legal regulations.

b./ Preservation of the installed gas meter and pressure regulator, reporting of service-related anomalies

The user shall be responsible for the preservation and protection of the gas meter owned by the natural gas distributor, for the existence of the seal fitted with a pressure stamp or other legal seal (hereinafter together: the seal) attached to the gas meter or the metering system, and for the integrity thereof.

The user shall report any damage to the gas meter and the failure of the metering equipment to the natural gas distributor in accordance with the general terms of business of the natural gas distributor.

The user is obliged to immediately notify the natural gas distributor of any malfunctions related to the service.

In order to eliminate the danger in the event of a gas spillage or gas leak inside the property, the user shall take all reasonable measures (e.g. ventilation, closing gas taps, refraining from making fire or switching on electrical equipment, preventing sparks, informing the threatened environment) and report it to the territorially competent natural gas distributor. In the event of a gas spillage inside the property, the natural gas distributor shall take measures to eliminate the emergency situation (at the expense of the user) but the final elimination of the cause of the emergency situation shall be the user's obligation and cost, except for the consumption metering equipment and the pressure regulator, owned by the natural gas distributor.

Requirements of operation

The owner of the property shall maintain the connecting line and the user equipment in working and safe condition. Accordingly, the user shall ensure the regular maintenance, repair and replacement of these appliances as necessary, with the exception that in case of the maintenance and repair of the main consumer shut-off and technical-safety inspection of the connection line and the user equipment, if requested by the user, shall be the natural gas distributor's responsibility at its own expense. The user shall carry out a technical and safety inspection of the user equipment every five years and that of the connecting cable every ten years.

c./ Meter reading and inspection

The user shall make it possible for the natural gas distributor or its agent to read, check and replace the metering equipment which serves as the basis of invoicing. The natural gas distributor may initiate non-litigation proceedings at the district court in order to ensure its access to the place of consumption in order to read, check and replace the consumption metering equipment.

The natural gas distributor shall be entitled to check the condition of the technical devices (e.g. the consumption metering equipment) owned by the natural gas distributor and held by the user, necessary for the provision and measurement of the natural gas supply, the fulfillment of the user's obligation to preserve them and whether the technical devices (e.g. connection line, user equipment) necessary to ensure the supply and consumption of natural gas are in a technically suitable condition as prescribed in the legal regulations, they are used by the user in accordance with the regulations, and the user's consumption is in accordance with the regulations.

If the user fails to comply with the safety regulations during the gas supply and does not allow or impedes the related checks, the natural gas distributor may suspend the continuation of the service in accordance with the law. In the event of a breach of contract, the natural gas distributor may initiate non-litigation proceedings at the district court in order to suspend the service or to ensure access to the place of consumption in order to check the user equipment.

d./ Change in the person of the parties (change of user), discontinuation of using the service

If the user moves away from the place of consumption or stops using the service, he/she shall notify the trader thereof within 15 days. In the event of a change of users, the old (outgoing) user shall terminate the Contract of the old (outgoing) user. If the user fails to notify the trader or fulfils this obligation late, MVM Next Energiakereskedelmi Zrt shall be entitled to impose a contractual penalty in accordance with Point e), Section 6.2.

This notification can also be made on a form. The form is contained in Annex 2 of the General Terms of Business and it is also available at the trader's customer service office or downloaded in electronic format from the company's website. The trader shall send the form to the user by post upon request.

The user terminates the Contract by making the notification, except for the case of the transfer of contract. In the event of an agreement between the Parties to this effect, a change in the person of the Parties shall be deemed a contract amendment (transfer of contract).

The user shall terminate the distribution network access contract at the same time as terminating the natural gas supply contract. In the event of the user's discontinuation of using the natural gas service, the user shall request the removal of the gas meter. The related costs shall be borne by the user.

If the trader manages the user's distribution network access contract as an agent, the user shall also terminate the distribution network access contract for the trader by making the notification. MVM Next Energiakereskedelmi Zrt shall notify the territorially competent natural gas distributor of the user's notification within 3 days of its receipt. The detailed rules of the on-site inspection to be carried out by the natural gas distributor at the place of consumption due to a change of users or the user's discontinuation of using the service are set out in Annex 1 of the Vhr and the general terms of business of the territorially competent natural gas distributor.

If the user's distribution network access contract is not managed by the trader as an agent, the user shall act directly at the natural gas distributor supplying it in order to the distributor of the change of users or his/her discontinuation of using the service and to terminate the distribution network access contract.

The Contract shall still remain valid in case of non-contractual termination (in case of the user's failure to report the change) and, accordingly, until the conclusion of the contract with the new user or on-site inspection / removal of the gas meter, the user shall be responsible for paying the Contract fees and the consequences of a breach of contract. The user shall be released from his/her liability if the on-site inspection cannot be carried out at the place of consumption within twenty days after the notification due to the conduct of the new user, despite a written notice. In this case, the new user shall bear the responsibility from the date of notification.

MVM Next Energiakereskedelmi Zrt and the user moving away from the place of consumption or discontinuing to use the natural gas supply at the place of consumption shall settle accounts with the trader in full and pay any unpaid debts according to the meter reading valid on the day of the termination and transfer of the Contract.

If the user has a fixed-term Contract or a Contract with a Loyalty Period, the Contract may also be terminated with mutual agreement before the expiry of the fixed period or the Loyalty Period (in order to avoid any adverse consequences specified in the Contract) in the event that the user moves away from the place of use or discontinues to use the service.

Further detailed rules of the procedure applicable in case of the change of users are contained in the General Terms of Business.

e./ Interruption of the service initiated by the user

The user may request the interruption of system access at the territorially competent natural gas distributor in writing. The detailed rules for this are set out in Annex 1 of the Vhr and the general terms of business of the territorially competent natural gas distributor.

f./ Transfer of the right to book capacity

By concluding the Contract, the user transfers his/her right to book capacity for the place of consumption to MVM Next Energiakereskedelmi Zrt for the duration of the Contract. After the transfer of the right to book capacity, the user shall not be entitled to enter into a network access contract or to book capacity at the feed-in/release point.

If the user under the Contract is not identical with the owner of the place of consumption, MVM Next Energiakereskedelmi Zrt forwards the user's debt related to the fees owned by (the overdue debt of) the user to the owner of the place of consumption with the consent of the user and the owner in order to protect the enforceability of the owner's right to book capacity in the future.

The detailed rules for the transfer and return of the right to book capacity, as well as the rules for exercising the right to book capacity are contained in the General Terms of Business.

g./ Representation during administration

If the user authorizes another person to act on his/her behalf during the administration of his/her affairs, this requires an authorization signed by two witnesses in case of a natural person user (with their names and addresses), and a duly signed power of attorney in the case of a non-natural person user. The authorization template is available on the website of MVM Next Energiakereskedelmi Zrt and at the customer service offices.

3 FEE OF THE SERVICE, METHOD OF DETERMINING PRICES AND FEES AND THE CONDITIONS OF THEIR APPLICATION

3.1 The Trader shall charge the consideration for the quantity of heat/energy calculated on the basis of the volume of gas consumed by the user in accordance with the provisions of the Contract in accordance with the General Terms of Business.

The price of natural gas also includes network access fees, however, it does not include the items and taxes prescribed by law, e.g. value added tax.

- 3.2 The price of natural gas, with the exception of flat-rate users, includes a base fee or a capacity charge, depending on the nominal total capacity of the meter. The network access fee shall be payable by the previous user in case of a mid-month change of users, or by the new user in case of the change of users takes place on the first day of the month. The base fee applies to the gas year and, unless otherwise provided in these GTC, it shall be paid on a monthly basis, in the form of amounts corresponding to 1/12 of the annual fee.

Users without a gas meter, the so-called flat-rate users, shall pay neither a base fee nor a capacity charge.

The user shall pay the base fee specified in the Contract, as long as the purchase of natural gas is provided, even if the user does not use the natural gas service (it does not actually consume natural gas), including the event of disconnection due to a breach of contract.

MVM Next Energiakereskedelmi Zrt declares that the natural gas service it provides under the Contract includes mediated services in relation to the network access fees (base fee, etc.).

- 3.3 In the event of a change in the legislation stipulating network access fees, the trader shall be entitled to unilaterally modify the base fee under the Contract or the net unit price of natural gas in accordance with the price change on the same date as the amendment enters into force and enforce it against the user, about which the trader shall notify the user in writing, also including notification by telephone (using a recorded line), at the time of sending the invoice containing the modified base fee or net unit price of natural gas at the latest.

The fees set out in the Contract do not include consumption-type taxes or other public charges, costs, fees, levies or other similar fee elements related to legal transactions similar to the Contract and which are mandatory regardless of the will of the parties, e.g. the value added tax (VAT), the excise tax or the HUSA membership fee, which the trader shall be entitled to enforce against the user or to pass on to the user in accordance with the current legal regulations, regardless of whether the concerned tax or other public charge, cost, fee, levy or other fee element already existed before the conclusion of the Contract or it was introduced subsequently. In the event of changes made in such taxes or other public charges, costs, fees, levies or other fee elements, the trader shall be entitled to unilaterally amend these fee elements in accordance with the change on the same date as the change takes effect, and enforce it against the user.

- 3.4 MVM Next Energiakereskedelmi Zrt automatically determines the user's entitlement to the amount of the discount specified in the Contract on the basis of its own records, as specified in the Contract, by examining its records every month. Detailed information on the current discounts available and the conditions of applying for them is provided on the trader's website and in the information materials attached to the invoices.

4 RULES OF SETTLEMENT

4.1 Measurement of quantity and quality

- 4.1.1 The quantity of the natural gas supplied is measured and evaluated in accordance with the Metrology Act and the applicable standards. The metering appliances provided by the natural gas distributor, the gas meter, transmitter and the conversion units, meet the requirements of the applicable legal regulations and standards.
- 4.1.2 The user may at any time request the metrological inspection of the metering equipment of the natural gas distributor and the accessories of the gas meter from the territorially competent natural gas distributor. If the measurement accuracy does not exceed the permissible value during the extraordinary test, the costs of the test shall be borne by the user.

4.2 Settlement of consumption

- 4.2.1 The various fees shall be paid as specified in the law and the General Terms of Business as consideration for the services specified in the legal regulations and the Contract based on the General Terms of Business.

The qualitative and quantitative definition applies to natural gas with a thermodynamic temperature of 288.15 K and an absolute pressure of 101.325 kPa (standard condition gas).

- 4.2.2 In order to perform the settlement of the user's natural gas consumption, the natural gas distributor shall provide the qualitative and quantitative data in accordance with the legislation on metrology. The quantitative settlement shall be based on the quantity of energy expressed in MJ and calculated as the product of the quantity of natural gas delivered to and received at the measurement point converted to gnm³ for the settlement period and the daily average calorific value data given to two decimal places. The rules of the conversion are contained in the general terms of business of the natural gas distributor.
- 4.2.3 The quantity of natural gas sold by the trader to the user for the settlement period shall be determined by the trader from the metering data of the gas meter serving to measure consumption at the place of consumption read by the natural gas distributor (data recording) or from the meter data reported by the user (or, in the absence of this, by estimation).

Natural gas consumption shall be settled at least annually, in accordance with the provisions of the Contract and the General Terms of Business. Unless otherwise agreed, the settlement period shall be the same as the annual reading period.

4.3 Settlement in case of incorrect metering or uncalibrated meter

- 4.3.1 If the gas meter installed at the user does not measure or incorrectly measures consumption (hereinafter: incorrect measurement), or the calibration time of the gas meter has expired, its data may not serve as a basis for settlement.

- 4.3.2 In case of incorrect metering, the settlement shall be performed as follows:
- if the actual date of the failure can be determined, the duration of the incorrect metering shall be determined as the period between the occurrence of the failure and the date of installation of the new gas meter,
 - if the actual time of the failure cannot be determined, the duration of the incorrect metering shall be determined jointly by the natural gas distributor and the user,
 - in the absence of such an agreement, the duration of the incorrect metering shall be one year.

- 4.3.3 Once the duration of the incorrect metering has been determined, the account(s) prepared and issued for the period of the incorrect settlement shall be corrected by the error rate determined by the metrological authority of gas meters or the laboratory accredited by the metrological authority. If the metrological authority or the laboratory accredited by the metrological authority cannot determine the error rate of the gas meter or the gas meter did not measure, the quantity of natural gas used during the period affected by the incorrect metering shall be determined by averaging the data of the last settlement period that was correct or jointly accepted as correct by the parties and the data of the settlement period after the incorrect metering.

In the absence of data for the period preceding the incorrect metering, or if there has been a significant change in the user's consumption, the settlement of the incorrect metering shall be performed on the basis of the consumption data for the year following the incorrect metering.

- 4.3.4 In case of metering equipment with expired calibration, the rules set out under Point a), Section 4.3.2 and Section 4.3.3 shall be applied appropriately.

5 METHODS AND CONDITIONS OF METER READING, SETTLEMENT, SETTLEMENT PERIODS, INVOICING AND PAYMENT OF INVOICES, OPTIONAL METHODS OF PAYMENT. ACCESSIBILITY OF THE UPDATED INFORMATION ON THE AVAILABLE BENEFITS AND THE CONDITIONS OF ELIGIBILITY.

5.1 Frequency of meter reading

The gas meter is read once a year, unless otherwise agreed with the natural gas distributor. The expected time of the meter reading shall be included in the invoice by indicating a period of at least 5 days. The gas meter shall be read monthly in case of places of consumption equipped with consumption metering equipment whose nominal total capacity reaches or exceeds 20 m³/h.

The gas meter shall be read by the natural gas distributor or its agent in accordance with the general terms of business of the natural gas distributor.

The user shall allow the natural gas distributor or its agent to read the gas meter during the period specified in the distribution network access contract concluded with the user or at the time agreed with the natural gas distributor as determined in the Vhr.

The meter reading may take place differently from the above process (extraordinary reading) in accordance with the provisions of these GTC and the general terms of business of the natural gas distributor.

5.3 Method of invoicing

5.2.1 Even partial invoicing (based on the even distribution of consumption determined by statistical analysis (estimation))

Unless otherwise requested by the user, MVM Next Energiakereskedelmi Zrt shall apply the so-called evenly distributed partial invoicing method when establishing of the price payable after the consumed gas.

In the case of the evenly distributed partial invoicing method, the settlement invoice for the closed consumption period is issued on the basis of the meter data read or estimated by the natural gas distributor or its agent, while partial invoices are issued based on equal quantities of gas at regular intervals (monthly or every three months) between the two readings, i.e. during the settlement period. The amount of the partial invoice is determined on the basis of the actual consumption of the previous settlement period adjusted for the 20-year average temperature (the heating temperature factor). As the gas volume of the partial invoice is determined to ensure that users can pay evenly during the invoicing period and the amount to be paid at the time of the annual settlement should be almost the same as the amount of the partial invoices, MVM Next Energiakereskedelmi Zrt shall be entitled to modify the quantity charged in the partial invoice in case of extreme weather so that the amount of the future settlement invoice will differ as little as possible from the amount of the partial invoices. MVM Next Energiakereskedelmi Zrt shall inform the affected users about this in the invoice letter, and if the user does not accept this, the quantity will not be changed, unless the user initiates the quantity change regardless of this, using the one-time modification option he/she has every year.

In case of evenly distributed partial invoicing, the user shall be entitled to provide MVM Next Energiakereskedelmi Zrt with the current meter reading, in which case the consumption of the charged period shall be distributed as of the day of the provided meter reading, which does not mean the modification of the invoicing method or the quantity in the partial invoices.

In case of a settlement period longer than one month, MVM Next Energiakereskedelmi Zrt shall be entitled to issue one partial invoice fewer than the number of months during the settlement period.

MVM Next Energiakereskedelmi Zrt makes a proposal to the users whose consumption is invoiced in the system of evenly distributed partial invoicing based on the consumption of the previous period or, in case of a new trading contract, based on the annual expected consumption specified by the natural gas distributor if the user does not specify his/her annual expected consumption at the time of contracting.

If the established or proposed annual expected natural gas consumption does not reach 240 m³, which together with the base fee corresponds to approximately a monthly gross amount of HUF 5,000, MVM Next Energiakereskedelmi Zrt will issue a partial invoice every three months, in which it charges the user for the natural gas quantity for the three months and the base fee.

If the place of consumption is out of use and the user so requests, or the amount of consumption to be charged on the basis of the annual meter reading is zero, MVM Next Energiakereskedelmi Zrt shall be entitled to suspend partial invoicing, as a result of which invoices will be issued once per each invoicing period after the meter reading performed by the distributor. The settlement invoice shall include the annual base fee and the consumption measured during the settlement period. If, at the time of the meter reading, the natural gas distributor establishes consumption at the place of consumption, or the user reports that it has started to use the place of consumption again, MVM Next Energiakereskedelmi Zrt may set annual partial invoicing instead of evenly distributed partial invoicing for the place of consumption and the partial invoices shall be issued taking into account if the annual expected consumption reaches 240 m³ per year (monthly invoicing) or not (invoicing every three months). The user shall immediately notify MVM Next Energiakereskedelmi Zrt if he/she starts to use of the place of consumption again (continued consumption of gas).

Once in each invoicing period the user may change the expected quantity of his/her consumption serving as the basis of the quantities charged in the monthly partial invoices issued in the remaining period until the annual reading. It is only possible to change the quantity in the partial invoices in justified cases. If the user requests a change in the quantity serving as the basis of issuing the partial invoices, MVM Next Energiakereskedelmi Zrt will take it into account in the forthcoming invoice to be issued. In the event of a modification, MVM Next Energiakereskedelmi Zrt shall be entitled to request an extraordinary reading of the consumption meter from the natural gas distributor from the third month following the modification at the earliest. If, as a result of the extraordinary reading, it can be established that the annual consumption modified by the user differs by at least 10 percent from the expected annual consumption based on the extraordinary reading, MVM Next Energiakereskedelmi Zrt. may change it accordingly from the date of issue of the first invoice following the extraordinary meter reading. In this case, the cost of the extraordinary reading shall be borne by the user.

After the annual reading of the meter, based on the results of the reading, MVM Next Energiakereskedelmi Zrt issues a settlement invoice for the last day of the settlement period and settles accounts with the user in full for the settlement period, which also includes the itemized financial settlement. The HUF amount of the partial invoices issued during the settlement period will be deducted from the settlement invoice.

If the natural gas distributor cannot read the consumption metering equipment according to the provisions set down in Paragraph (1a), Section 100 of the GET for the second time and no agreement can be reached about the time of the repeated meter reading, the natural gas distributor shall determine the quantity of consumption by estimation and send the meter reading established by estimation to MVM Next Energiakereskedelmi Zrt within 3 days. If the actual meter reading becomes available after the estimation, MVM Next Energiakereskedelmi Zrt shall distribute the actual quantity of consumption in the period between the two known meter readings as specified in *Annex 2 of the General Terms of Business*, correct the settlement invoice as needed and modify the quantity in the partial invoices as needed.

If the user does not receive the settlement invoice or the partial invoices at the frequency specified in the Contract, he/she shall report this immediately. MVM Next Energiakereskedelmi Zrt shall send the repeatedly issued invoice to the user against the fee prescribed in the list of fees determined by MVM Next Energiakereskedelmi Zrt if the invoice was re-issued due to reasons attributable to the user. Failure to receive the settlement invoice or the partial invoices does not exempt the user from his/her obligation to pay for the energy consumed.

The user may request a change in the invoicing method (evenly distributed partial invoicing, temperature-based partial invoicing or invoicing based on the monthly consumption reported by the user) once within the annual billing period, within 30 days after the issue date of the settlement invoice for the place of consumption; any exceptions from this rule shall only be possible with the consent of MVM Energiakereskedelmi Zrt.

The further detailed rules related to even partial invoicing are contained in the General Terms of Contract.

5.2.2 Temperature-based partial invoicing (based on the distribution of consumption determined by statistical analysis (estimation) according to the nature of use)

The user can request invoicing based on temperature-based consumption.

In case of temperature-based partial invoicing, the settlement invoice for the closed consumption period is issued on the basis of the meter data read or estimated by the natural gas distributor or its agent, while partial invoices are issued on the basis of the quantity of natural gas calculated taking into account the user profile at regular intervals (monthly) between the two readings, i.e. within the settlement period, with the exception of the case defined under Section 5.2.6 (low value invoicing). The quantity in the partial invoice shall be determined on the basis of the actual consumption of the previous invoicing period adjusted by the 20-year average temperature (heating temperature factor) and the nature of the user's gas consumption.

In case of temperature-based partial invoicing, the user shall be entitled to provide MVM Next Energiakereskedelmi Zrt with the current metering position, in which case the consumption of the accounted period is divided by the given metering position, which does not mean a change in the method of invoicing or the amount of the partial invoice.

In case of a settlement period longer than one month, MVM Next Energiakereskedelmi Zrt shall be entitled to issue one partial invoice fewer than the number of months in the settlement period.

MVM Next Energiakereskedelmi Zrt makes a proposal to the users invoiced for the quantity charged in the partial invoice in a temperature-based partial invoicing system based on the consumption of the previous period or, in case of new users, based on the nominal capacity of the built-in gas appliances if the user does not specify its annual expected consumption during contracting.

Once in each invoicing period the user may change the expected quantity of his/her consumption serving as the basis of the quantities charged in the monthly partial invoices issued in the remaining period until the annual reading. It is only possible to change the quantity in the partial invoices in justified cases. If the user requests a change in the quantity serving as the basis of issuing the partial invoices, MVM Next Energiakereskedelmi Zrt will take it into account in the forthcoming invoice to be issued. In the event of a modification, MVM Next Energiakereskedelmi Zrt shall be entitled to request an extraordinary reading of the consumption meter from the natural gas distributor from the third month following the modification at the earliest. If, as a result of the extraordinary reading, it can be established that the annual consumption modified by the user differs by at least 10 percent from the expected annual consumption based on the extraordinary reading, MVM Next Energiakereskedelmi Zrt. may change it accordingly from the date of issue of the first invoice following the extraordinary meter reading. In this case, the cost of the extraordinary reading shall be borne by the user.

After the annual reading of the meter, based on the results of the reading, MVM Next Energiakereskedelmi Zrt shall issue a settlement invoice for the last day of the settlement period and settles accounts with the user in full for the settlement period, which also includes itemized financial settlement. The HUF amount of the partial invoices issued during the settlement period will be deducted from the settlement invoice.

If the natural gas distributor cannot read the consumption metering equipment according to the provisions set down in Paragraph (1a), Section 100 of the GET for the second time and no agreement can be reached about the time of the repeated meter reading, the natural gas distributor shall determine the quantity of consumption by estimation and send the meter reading established by estimation to MVM Next Energiakereskedelmi Zrt within 3 days. If the actual meter reading becomes available after the estimation, MVM Next Energiakereskedelmi Zrt shall distribute the actual quantity of consumption in the period between the two known meter readings as specified in *Annex 2 of the General Terms of Business*, correct the settlement invoice as needed and modify the quantity in the partial invoices as needed.

If the user does not receive the settlement invoice or the partial invoices at the frequency specified in the Contract, he/she shall report this immediately. MVM Next Energiakereskedelmi Zrt shall send the repeatedly issued invoice to the user against the fee prescribed in the list of fees determined by MVM Next Energiakereskedelmi Zrt if the invoice was re-issued due to reasons attributable to the user. Failure to receive the settlement invoice or the partial invoices does not exempt the user from his/her obligation to pay for the energy consumed.

The user may request a change in the invoicing method (evenly distributed partial invoicing, temperature-based partial invoicing or invoicing based on the monthly consumption reported by the user) once within the annual billing period, within 30 days after the issue date of the settlement invoice for the place of consumption; any exceptions from this rule shall only be possible with the consent of MVM Energiakereskedelmi Zrt.

Further detailed rules related to temperature-based partial invoicing are contained in the General Terms of Business.

5.2.3 Invoicing based on the monthly consumption reported by the user (meter reading reported monthly (dictating))

The user can request invoicing based on monthly consumption if he/she undertakes to report (dictate) the meter reading on a monthly basis through the channels provided by MVM Next Energiakereskedelmi Zrt. The meter reading is to be reported in accordance with the reading cycle indicated on the invoice as informative data, in the time interval displayed on the invoice.

If the user fails to fulfill his/her obligation to report the monthly meter reading or fulfills it beyond the deadline, MVM Next Energiakereskedelmi Zrt shall be entitled to issue a partial invoice based on the average consumption data of the previous, so-called base period. MVM Next Energiakereskedelmi Zrt shall include the quantity of the partial invoice in the invoice prepared on the basis of the following actual meter reading (reading, dictating, distributor's estimate).

If the Buyer fails to meet his/her monthly meter reading (dictating) obligation in at least two months within the annual reading period or at least three times during the annual reading period, then the settlement based on the monthly consumption reported by the Buyer shall automatically be replaced with partial invoicing based on temperature following the settlement and invoicing of the annual reading result. Invoicing based on the actual monthly consumption reported by the Buyer is possible at the request of the Buyer, if the conditions are met.

After the annual reading of the meter, based on the results of the reading, MVM Next Energiakereskedelmi Zrt shall issue a settlement invoice for the last day of the settlement period and settles accounts with the user in full for the settlement period, which also includes itemized financial settlement.

In case of dictating, the monthly consumption shall be settled in the invoice based on the consumption data provided by the user after each dictation, except for the case specified in point 5.2.4, therefore, no settlement invoice including the entire annual period shall be issued in case of invoicing based on the user's monthly data provision.

If the natural gas distributor cannot read the consumption metering equipment according to the provisions set down in Paragraph (1a), Section 100 of the GET for the second time and no agreement can be reached about the time of the repeated meter reading, the natural gas distributor shall determine the quantity of consumption by estimation and send the meter reading established by estimation to MVM Next Energiakereskedelmi Zrt within 3 days. If the actual meter reading becomes available after the estimation, MVM Next Energiakereskedelmi Zrt shall distribute the actual quantity of consumption in the period between the two known meter readings as specified in *Annex 2 of the General Terms of Business*, correct the settlement invoice as needed and modify the quantity in the partial invoices as needed.

If the user does not receive the settlement invoice or the partial invoices at the frequency specified in the Contract, he/she shall report this immediately. MVM Next Energiakereskedelmi Zrt shall send the repeatedly issued invoice to the user against the fee prescribed in the list of fees determined by MVM Next Energiakereskedelmi Zrt if the invoice was re-issued due to reasons attributable to the

user. Failure to receive the settlement invoice or the partial invoices does not exempt the user from his/her obligation to pay for the energy consumed.

The user may request a change in the invoicing method (evenly distributed partial invoicing, temperature-based partial invoicing or invoicing based on the monthly consumption reported by the user) once within the annual billing period, within 30 days after the issue date of the settlement invoice for the place of consumption; any exceptions from this rule shall only be possible with the consent of MVM Energiakereskedelmi Zrt.

Further detailed rules related to invoicing based on meter readings reported by the user are contained in the General Terms of Business.

5.2.4 Monthly meter reading

In case of places of consumption equipped with consumption metering equipment of a nominal total capacity of 20 m³/h or more, MVM Next Energiakereskedelmi Zrt shall issue invoices based on monthly meter reading performed by the distributor. The meter shall be read by the territorially competent natural gas distributor as specified in its general terms of business. If the monthly reading fails, MVM Next Energiakereskedelmi Zrt shall be entitled to issue the invoice based on an estimate.

5.2.5 Invoicing places of consumption without gas meters

The flat-rate shall be issued once in every two, three or six months as determined by the trader.

5.2.6 Invoicing by aggregating the invoice amounts (low value invoicing)

If the amount of the monthly partial invoice issued on the basis of the annual expected consumption and its distribution, or in accordance with the agreement concluded with the user, does not reach net HUF 2,500, the trader shall issue the partial invoice with an aggregated amount so that the amount of the aggregated invoices should reach HUF 2,500, except in case of electronic invoicing. A consolidated issue of an invoice pursuant to this paragraph shall take place in the event of the possibility of a partial invoice due to temperature-dependent partial invoicing or due to missed or overdue dictation.

If the amount of the invoice issued on the basis of the user meter reading (dictating) does not reach net HUF 2,500, the trader is entitled to issue the invoice in a consolidated manner so that the net amount of the consolidated invoices should reach HUF 2,500.

5.2.7 Electronic invoicing

At the request of the user, the trader issues the invoices electronically. The electronic invoice shall be issued on a monthly basis, except in case of low-value invoicing (Section 5.2.6) or if the calculated annual consumption does not reach 240 m³ per year.

MVM Next Energiakereskedelmi Zrt provides the possibility of electronic invoicing free of charge.

In the case of electronic invoicing, the invoice will not be issued in a printed form, the contents of the invoice and the obligation to provide information on consumption data shall be the same as the contents of the printed invoice and the obligation to provide information prescribed for printed invoices, unless otherwise provided for by the law.

5.2.8 Sending aggregated partial invoices

Unless the calculated annual consumption is below 240 m³ per year, in which case the period of three months shall be charged in one invoice at the same time, the trader shall be entitled to send the user (payer) partial invoices for a maximum of three consecutive periods in the same mail regarding the same settlement period, in which case the trader shall provide at least 30 days between the payment deadlines for each partial invoice sent at the same time. The payment deadline for partial invoices sent in one mail shall be indicated on each partial invoice.

The user (payer) shall pay the individual partial invoices in all cases by the payment deadline indicated in the given partial invoice.

If the user (payer) confuses/mixes the invoicing periods during the payment of the partial invoices, the legal consequences of delayed payment or non-payment shall not be enforced against the user in relation to the actually payable partial invoices for the billing period instead of which the user fulfilled his/her payment obligation for a later period but only if the user does not have any overdue debt towards the trader based on the amount paid, not including debts arising from the confusion/mixing of the invoices.

If the payment cannot be clearly identified, the debt shall be settled in accordance with the legal regulations governing the order of settlement of invoices as follows:

- primarily the certified costs arising from the delayed payment;
- secondly the interests;
- thirdly the outstanding capital debt.

5.2.9 Management of low value arrears

If, at the time of issuing the invoice, the user's customer account shows outstanding arrears of up to HUF 5,000 arising from non-payment, MVM Next Energiakereskedelmi Zrt shall be entitled to indicate the arrears on the invoice to be issued. The amount of the arrears increases the amount payable.

5.2.10 Invoicing in case of unsuccessful meter reading

If the natural gas distributor cannot read the consumption metering equipment for the second time and no agreement can be reached about the time of the repeated meter reading, the natural gas distributor shall determine the quantity of consumption by estimation. If the actual meter reading becomes available after the estimation, the detailed rules of the distribution of the actual quantity of

consumption if the actual meter reading is available and those of the settlement of the invoice issued on the basis of estimation are contained in these GTC.

If the natural gas distributor or the user does not provide the trader with the consumption data necessary for the settlement, or if the data do not prove to be correct, the trader shall be entitled to determine the consumption in accordance with the detailed rules in *Annex 2 of the General Terms of Business* and settle accounts with the user applying this value.

5.3 Distribution of invoice value in case of price changes

The trader shall be entitled to distribute the charged quantity with the application of consumption distribution in accordance with *Annex 2 of the General Terms of Business* and apply the prices accordingly.

5.4 Rules of managing invoice complaints

The user can make a complaint about the invoice at the trader.

The filed complaint shall have a suspensory effect on the payment of the invoice only if the quantity of natural gas included in the invoice exceeds 150% of the quantity projected to the same period of the previous year. The same period shall mean the same settlement period. If there is a change in the length of the settlement period, the amount projected for the same period shall be determined with the distribution according to the characteristic curve determined in *Annex 2 of the General Terms of Business* (heating temperature-based consumption).

The trader shall examine the complaint and notify the user of the result in writing no later than 15 days after receipt of the complaint.

If the complaint proves to be justified, the trader shall take immediate action to correct the invoice. The due date of the correction invoice shall be included in the invoice.

If the user is to receive a refund, the Trader shall examine the balance of the user's customer account after the substantive assessment of the filed complaint. Depending on the result, the Trader shall proceed as follows:

- a) if the user has a debt, the overpayment resulting from the invoice complaint shall be used to settle the debt (set-off) with a legal notice addressed to the user, failing which/in respect of the remaining amount
- b) the overpayment shall be recognized as a reduction of the amount of the next invoice(s) due, with the exception that in the case of a final invoice, the amount shall be reimbursed to the user within 8 days of the final invoice being issued, according to the payment method of the user.

In the case of a final account, if the user is to receive a refund, MVM Next Energiakereskedelmi Zrt shall proceed as follows

- a) if the user has a debt, the overpayment resulting from the invoice complaint shall be used to settle the debt (set-off) with a legal notice addressed to the user, failing which/in respect of the remaining amount
- b) the amount shall be reimbursed to the user within 8 days of the final invoice being issued, according to the payment method of the user.

Payment made after the deadlines specified above shall be considered late payment. In the event of late payment, the party in arrears shall pay default interest as well as the certified costs of the other party.

5.5 The method of payment of the invoice, payment deadlines

The trader provides the following payment methods to settle the invoices:

- individual bank transfer
- direct debit (DD)
- payment by bank card

If the user (payer) chooses the payment method of direct debit (DD), he/she must report the right of MVM Next Energiakereskedelmi Zrt or its agent related to direct debit to the user's financial institution managing its bank account.

In case of transfer, the user (payer) shall transfer the due fee to the bank account of MVM Energiakereskedelmi Zrt or its agent indicated on the invoice.

The user (payer) can initiate a change of the payment method at any time. The new method of payment may take effect at the earliest from the start of the next invoicing period.

Unless otherwise agreed, the user (payer) shall pay the fee indicated on the invoice

- before the expiry of the payment deadline indicated on the invoice in case of credit card payment or individual transfer, or
- at the time the amount of the invoice is submitted to the financial institution by the trader in case of direct debit (DD) payment.

Unless otherwise provided by law or by the parties, payment shall be deemed to have been completed when the amount is credited to the trader's bank account. Any amount of money transferred unidentifiably to the trader's bank account shall not be considered the fulfilment of the payment obligation. The party initiating the transfer shall exercise due diligence and provide the information necessary to identify the purpose of the money. In this case, the user (payer) is responsible for the legal consequences arising from non-payment.

It is the responsibility of the user (payer) to take into account the time interval required for financial execution, depending on the method of payment, and to provide the data necessary for identification in the event of a transfer.

If the service is used by more than one person under the Contract (there are multiple users), the parties concerned shall be jointly responsible for the payment of the price of the service.

The user shall be entitled to designate a payer, in which case the payer shall also sign the Contract/amendment to the Contract. The trader does not examine whether the Payer is entitled to fulfill the payment obligation under the Contract on behalf of the User, and the trader shall have no liability in this regard. The user and the payer shall be jointly responsible for the payment of the fees and other amounts indicated in the trader's invoice. In the event of non-compliance with the obligations accepted in the payment agreement, the natural gas supply may be terminated at the place(s) of consumption specified in the agreement in accordance with the provisions of the GET and the Vhr.

In case of late payment of the invoice, MVM Next Energiakereskedelmi Zrt shall be entitled to charge interest on arrears at the rate specified under Paragraph (1), Section 6:155 of Act V of 2013 on the Civil Code (Ptk). The interest on arrears shall be included in the invoice containing the price of the natural gas trading service or, in individual cases, in a separate interest notice. MVM Next Energiakereskedelmi Zrt shall also be entitled to charge its other certified costs (e.g. postage, collection costs, etc.) arising from the user's late payment in accordance with the conditions of the tariff, and to claim a flat-rate collection cost in accordance with Act IX of 2016 on the collection flat-rate.

5.6 Reporting changes in data

5.6.1 The user shall notify the trader of any changes in the data of the user included in the Contract (e.g. change of name) and the data of the place of consumption within 15 days. In order to register the change, the original document or instrument certifying the change or its copy shall be presented at the same time as the change is reported.

If the data change is reported in accordance with the regulations, this shall be deemed accepted by the trader. In the event of a data change, the reported changes will be automatically transferred to the Contract, which will not be considered a contract amendment. In case of the user's failure to report the change or late fulfillment of this obligation, if the change concerns a mandatory content element of the Contract or the data necessary for invoicing (name, place of residence/registered office, notification address, company registration number, tax number, restriction classification of the contracting party), MVM Next Energiakereskedelmi Zrt shall be entitled to impose a fine in accordance with Point e), Section 6.2.

5.6.2 The user shall notify the trader of the change(s) within 15 days in the event of substantive changes in the contractual data (requested natural gas quantity, booked capacity, purchased capacity, nominal capacity of the gas meter, etc.). In case of the user's failure to report the change or late fulfillment of this obligation, MVM Next Energiakereskedelmi Zrt shall be entitled to impose a contractual penalty and receive compensation in accordance with Point f), Section 6.2. The trader examines the notification, and shall be entitled to request the document supporting the change if necessary, and it implements the change if it complies with the legal conditions and the provisions of the General Terms of Business.

The user shall be entitled to initiate a substantial change in the content elements of the Contract (payment method, settlement method, etc.). The trader examines the feasibility of the amendment request and it implements if the amendment request complies with the legal conditions and the provisions of the General Terms of Business.

5.6.3 Any legal consequences arising from the user's failure to report the change or its late fulfilment of this obligation shall be borne by the user.

6 CASES AND LEGAL CONSEQUENCES OF BREACH OF CONTRACT, DETAILED CONDITIONS FOR DISCONNECTION FROM THE SERVICE

6.1 It shall be deemed breach of contract by the trader if

a) the trader fails to start the natural gas trading service at the time determined in the Contract

Legal consequences: *payment of compensation*
extraordinary termination of the Contract

b) the characteristics of the natural gas sold by the trader do not comply with those stipulated in the Contract, the technical specifications or the standard

Legal consequences: *payment of contractual penalty, its rate shall be 10% of the contractual penalty base*
extraordinary termination of the Contract

c) the trader does not provide the natural gas supply as determined in the Contract

Legal consequences: *payment of compensation*

d) the trader fails to initiate the reconnection of the user excluded from the natural gas supply within 24 hours after the termination of the irregularity or breach of contract giving rise to it and the receipt of the user's notice thereof,

Legal consequences: *payment of contractual penalty according to the resolution of the Authority*
payment of compensation

e) the quality and service standard of the natural gas supply does not comply with the provisions of the resolution of the Authority or the General Terms of Business,

Legal consequences: *payment of contractual penalty according to the resolution of the Authority*
payment of compensation

- f) the trader fails to deliver the natural gas volume determined in the Contract for the given period within the range of the permitted tolerance by fault of the trader (periodical undersupply), if the Contract determines the natural gas volume to be made available and the range of permitted tolerance, except if this is caused by force majeure, the lawful refusal of the service or the user's breach of contract

Legal consequences: payment of contractual penalty, its rate shall be 25% of the contractual penalty base

- g) the natural gas trading service is interrupted due to the trader's unlawful behavior or the trader interrupts or restricts the service beyond the extent specified in the Contract and the legislation

Legal consequences: payment of contractual penalty as specified in the resolution of the MEKH
payment of compensation
extraordinary termination of the Contract

- h) the trader fails to fulfil or is late fulfilling its data provision obligations specified in the Contract

Legal consequences: payment of compensation

- i) the trader fails to fulfil its tasks related to vulnerable consumers,

Legal consequences: payment of compensation

- j) the trader breaches any other obligation under the legislation, the General Terms of Contract or the Contract,

Legal consequences: payment of compensation

6.2. It shall be deemed breach of contract by the user if

- a) the user fails to pay the price of the natural gas supply, including the network access fee paid through the trader, as well as any surcharges, contractual penalties or other fees, or pays them late, outside the deadline determined in the Contract,

Legal consequences: payment of contractual penalty,
transfer of costs
exclusion from natural gas consumption (disconnection)
extraordinary termination of the Contract

- b) the user fails to meet the deadline in case of an agreement related to payment in instalments or deferred payment ensured out of equity,

Legal consequences: the entire debt becomes payable in one amount
payment of contractual penalty
exclusion from natural gas consumption

the user fails to consume the natural gas volume determined in the Contract and the difference is more than the permitted tolerance due to reasons attributable to the user (periodic under-consumption) if the Contract determines the natural gas volume the user can consume and the extent of the permitted difference, except if this is due to Force Majeure or the trader's breach of contract;

Legal consequences: payment of contractual penalty, its rate shall be 25% of the contractual penalty base

- c) the user consumes natural gas in a volume higher than that determined in the Contract and the difference is more than the permitted tolerance due to reasons attributable to the user if the Contract determines the natural gas volume the user can receive and the extent of the permitted difference, except if this is due to force majeure or the trader's breach of contract;

Legal consequences: payment of contractual penalty, its rate shall be 25% of the contractual penalty base

- d) the user does not fulfil his/her obligation to report any change in a compulsory content element of the Contract or a detail needed for invoicing (contracting party's name, residential address/registered office, notification address, company registration number or any other registration number of the company, tax number, restriction category) or a change in users or fulfils this obligation late;

Legal consequences: payment of contractual penalty, its amount is determined in the General Terms of Business

- e) the Buyer does not fulfil his/her obligation to report any change in contractual data forming the basis of settlement (required natural gas volume, booked capacity, purchased capacity, nominal capacity of gas meter, etc.) or fulfils this obligation late;

Legal consequences: payment of contractual penalty, its amount is determined in the General Terms of Business
payment of compensation

- f) the Buyer breaches his/her obligations specified in a legal regulation, the general terms of business or the Contract in any other way,

Legal consequences: payment of compensation

The legal consequences of a breach of contract specified in certain sections may be applied at the same time. Compensation for damages shall also include damages caused to third parties.

MVM Next Energiakereskedelmi Zrt shall be entitled to enforce its claims in court.

6.3 Rules of procedure for disconnection and reconnection

The cost of disconnection and reconnection shall be borne by the user. A user disconnected from the gas supply due to a breach of contract shall also pay the base fee for the duration of the disconnection.

a./ Rules of procedure for disconnection

In case of late payment, MVM Next Energiakereskedelmi Zrt shall only be entitled to initiate the disconnection of the place of consumption at the natural gas distributor if the following conditions are jointly met:

- the user is more than 60 days late in fulfilling his/her payment obligation,
- the negotiations on the possibility of deferred payment or payment in installments, initiated by the user, have not led to a result with the user,
- MVM Next Energiakereskedelmi Zrt has notified the user of the expired debt and the possibility of disconnection at least twice, and in the notification it drew the user's attention of the consumers with special social needs of the discounts they are entitled to under the GET and the Vhr and the possibility of installing a prepayment meter.

The first notification of the user shall be by post or, with the user's prior consent to electronic communication, by e-mail, while the second notification with reference to the possibility of disconnection and the consequent interruption of service shall be sent in registered letter with acknowledgement of receipt or other means suitable to certify receipt by the user.

If the domestic consumer's payment obligation does not or not exclusively arise from an overdue invoice debt, MVM Next Energiakereskedelmi Zrt may initiate the user's disconnection from natural gas supply only when he/she has demonstrably started the enforcement of the debt through civil proceedings or an order for payment procedure. In this case, the above notices shall contain information on the possibility of starting the civil proceedings or an order for payment procedure.

If the acknowledgement of receipt of the registered letter is returned to MVM Next Energiakereskedelmi Zrt with marked "unclaimed", "deceased/closed" or "delivery prevented" or with the indication of other reasons of undeliverability as determined in the general terms of contract of the post provider, the document shall be deemed to have been delivered on the 10th working day following the day on which the postal delivery was attempted, unless the contrary is proved, or, if it is returned with the marking "receipt refused", on the day the postal delivery was attempted. If the delivery of the notification on the disconnection fails due to these cases, the disconnection may be implemented.

If a user who is not included in the registry of consumers with special social needs has not paid his/her overdue debt, the trader shall inform the user in writing on the discounts vulnerable consumers are entitled to and how the user can apply to be included in the registry of vulnerable consumers, in a comprehensible manner and in a transparent form, at the same time as sending the first written notice, and send the user the data sheet to be used as the application according to Annex 9 of the Vhr. Following this the trader may also fulfil its above-described obligation during the calendar year by sending a notice during the calendar year regarding the possibility of the user's inclusion in the registry of vulnerable consumers, except if the legal conditions for the registration of the protected consumer as a consumer with special social needs have changed since the last notification or if there has been a change in the identity of the user.

If the domestic consumer has initiated his/her inclusion in the registry of vulnerable consumers as a consumer with special social needs at the natural gas distributor, the natural gas distributor shall suspend the process of disconnection until the user's inclusion in the registry or the refusal of his/her inclusion. In this case, disconnection may take place after the refusal of the user's inclusion in the registry.

In the event of a dispute, the trader shall prove the existence of the above conditions.

The user may be disconnected at such a time about which the user has been notified in advance by the natural gas distributor, noting that the user may not be disconnected on a public holiday, bank holiday, a working day immediately preceding a public holiday or bank holiday, on a rest day specified in a separate legal regulation. Further rules related to disconnection are contained in the general terms of business of the relevant natural gas distributor.

The maximum period of the interruption of services under the Contract shall be 30 days. If the User fails to settle his/her overdue invoice debt within this period, the trader may terminate the Contract with immediate effect on the 30th day. The user's attention shall be drawn to the possibility of the termination with immediate effect and its deadline in the notice sent about the interruption of the service.

If the natural gas distributor is unable to carry out the disconnection within 30 days of receiving the notification from the trader, it shall notify the trader thereof. The trader may terminate the Contract after being notified of the distributor's failure to complete the disconnection, notifying the natural gas distributor thereof at the same time.

If the user disconnected from the natural gas supply settles all his/her overdue debts, MVM Next Energiakereskedelmi Zrt shall initiate the reconnection of the user to the supply no later than within 24 hours of becoming aware of this fact. If the user requires the natural gas supply, he/she shall certify the settlement of his/her overdue debt to MVM Next Energiakereskedelmi Zrt.

Based on the initiation of the trader, the natural gas distributor shall reconnect the user to the natural gas supply in accordance with the provisions of its general terms of business if the conditions for reconnection regarding the natural gas distributor are met.

The disconnection of vulnerable consumers (with special social needs) shall be governed by the provisions of the legal regulations and the General Terms of Business.

7 OTHER CONDITIONS**7.1 Amendment of the Contract**

7.1.1 With the exception of these GTC and in view of the exceptions specified in the GTC and the Contract, the Parties may amend the Contract by mutual agreement in writing or by telephone using the recorded phone line.

It shall also be deemed a mutually agreed amendment when the trader makes a written proposal to the user to amend the Contract and the user does not make a statement on the trader's amendment proposal within the period specified in the amendment proposal. The condition for the validity of such an amendment to the Contract shall be that (i) the trader well-visibly and clearly draws the user's attention in his amendment proposal to the fact that the user's failure to make a statement within the specified time will constitute acceptance of the amendment proposal under this section of the Contract, (ii) the trader provides a reasonable period of time of not less than fifteen (15) days, for the user to make a statement about the modification proposal, and (iii) the trader communicates the modification proposal to the user in such a way that its receipt by the user can be certified.

7.1.2 Based on the Civil Code, the contractual terms and conditions that MVM Next Energiakereskedelmi Zrt unilaterally determined in advance for the purpose of concluding several contracts, without the user's participation and which were not individually negotiated by the parties shall be considered general contractual conditions. For the purposes of classifying certain terms as general terms and conditions, the scope, form and method of recording the terms and conditions and the fact whether the terms and conditions appear as part of the contract document or separately from it shall be irrelevant. MVM Next Energiakereskedelmi Zrt shall be entitled to unilaterally amend these GTC based on the Civil Code.

The trader shall publish the expected modification of the terms and conditions of the Contract specified in these GTC, which can be changed unilaterally by it, in the manner specified in the General Terms of Business.

Following the approval of the change in the GTC by the Authority, the Contract shall also be amended on the date specified in the notification about the change.

7.1.3 If the user wishes to terminate the fixed-term Contract before the expiration due to discontinuation of consumption or other reasons, he/she may initiate the following with the trader no later than 15 days before the change:

a) change the place of consumption to the user's new place of consumption in the Contract (if any);

The trader has the right to refuse the modification or to make it conditional (e.g. on the modification of the unit price).

b) transfer of the Contract to a new user of the place of consumption (if any and if the new user has consented to this);

The trader has the right to refuse the modification or to make it conditional (e.g. on the modification of the unit price).

a) in the absence of the above, termination of the Contract with mutual agreement;

The Trader may refuse its consent to the termination or make it conditional. If the Trader does not give its consent to the termination of the Contract or the condition specified by the Trader is not met but the Contract is still terminated for a reason attributable to the User, the Trader shall be entitled to enforce contractual penalty against the user. The amount of the contractual penalty is HUF 50,000, i.e. fifty thousand Hungarian forints.

7.1.4 The trader may initiate the extension of the Contract in writing or by telephone until the 90th day prior to the expiration of the fixed-term Contract, specifying the conditions of natural gas supply for the extended period. In this case, if the User does not notify the Trader in writing or by telephone by the 60th day prior to the termination of the Contract that he/she does not request the extension of the Contract, the Contract shall be extended under the conditions specified in the Trader's proposal.

The Trader shall be entitled to decide that, despite the contents of this provision, the Contract shall not be extended if the User has an overdue payment obligation or has not fulfilled any other obligation under the Contract. The Trader shall notify the user of this decision in writing or by telephone by the 30th day prior to the expiry of the Contract.

7.1.5 If, during the term of the Contract, the purchased capacity of the place of consumption specified in the Contract changes or a gas meter with a different nominal total capacity is installed at the place of consumption, the user shall notify the trader thereof immediately. If the trader becomes aware of the change based on the user's notification or otherwise, it shall be entitled to proceed as follows.

a) The trader shall have the right to review the price payable for the supply of natural gas set out in the Contract and to amend the price accordingly starting from the date of the change.

b) The Trader shall also be entitled to terminate the Contract concluded with the user with 30 days' notice, regardless of whether the Contract is for a definite or indefinite period.

7.2 Conditions for cessation and termination of the Contract

7.2.1 The Contract ceases in the cases determined under Section 7.2.4 and may be terminated by mutual agreement of the parties, by cancellation or termination notice. The Contract automatically ceases without any further legal notice if the user fails to register on the online customer service interface or in the mobile natural gas application of the trader within 3 months after the conclusion of the Contract.

7.2.2 Termination of the Contract

7.2.2.1 Based on the parties' agreement, the fixed-term Contract may not be terminated by ordinary termination, unless otherwise provided in the Contract.

The User may terminate the Contract concluded for an indefinite period of time in writing with 30 days' notice. A termination notice made irregularly shall not have legal effect, about which the trader informs the user in writing. The trader may waive the notice period. In the termination notice, the user shall indicate why the termination takes place e.g. change of traders, permanent discontinuation of using the service.

- 7.2.2.2 In the event of the user's discontinuation of using the service, the condition for the termination notice to take effect is that the user settles his/her overdue debts to the trader in full. If the termination notice of the user does not take effect due to an existing overdue debt, the trader shall inform the user thereof in writing (by e-mail if so agreed with the user), stating the exact reason(s), and allows the user a deadline of 15 days from the date of the notification letter to settle the overdue debt and inform the trader thereof.

The detailed rules of the Contract related to the change of users or termination due to the user's discontinuation of using the service are contained in Point d) of Section 2.2.

- 7.2.2.3 If the user wishes to obtain natural gas from another universal service provider or natural gas trader at the given place of consumption (change of traders), he/she shall notify the trader thereof in writing at least 30 days prior to the change of traders and terminate the Contract. The rules for changing traders can be found in the GET, the Vhr and are also contained in the General Terms of Business.

7.2.3 Cases of Contract termination by way of extraordinary termination

7.2.3.1 By MVM Next Energiakereskedelmi Zrt

- 7.2.3.1.1 The cases of ordinary termination are contained under Point d), Section 2.1 and Point a), Section 6.2.

- 7.2.3.1.2 The trader shall notify the user in writing of the termination of the Contract and provide the reasons for the termination.

- 7.2.3.1.3 In the event of extraordinary termination of the Contract, MVM Next Energiakereskedelmi Zrt shall send a notice to the natural gas distributor stating that the Contract has been terminated and will no longer ensure the supply of the given place of consumption.

7.2.3.2 By the User

- 7.2.3.2.1 The cases of extraordinary termination are contained under Points a), b) and g), Section 6.1.

- 7.2.3.2.2 The user shall notify the trader in writing of the termination of the Contract and provide the reasons for the termination.

7.2.4 Other cases of Contract cessation

- 7.2.4.1 A fixed-term contract shall cease at the end of the specified definite period without any special action by the parties except for the case determined under Section 7.1.4.

- 7.2.4.2 The Parties may at any time terminate the Contract with mutual agreement.

- 7.2.4.3 It shall result in the automatic and immediate cessation of the Contract if the User's distribution network access contract becomes ineffective for any reason and no new distribution network access contract has been concluded.

- 7.2.4.4 The Contract shall cease on the day the user deceases. If a natural person user has deceased, he or she will be replaced by his or her heirs by the force of law, which also means that they shall fulfill any obligation previously binding the deceased. In the event of the death of the user, the heir or heirs shall report the fact and date of the death and present the death certificate or the proof of inheritance. If the user's heir(s) no longer have require the natural gas supply, they shall be obliged to order the removal of the gas meter from the territorially competent natural gas distributor, or, in case of a user with flat-rate (without a gas meter), the final (technical) cessation of the possibility of natural gas consumption.

If natural gas is still consumed at the given place of consumption after the cessation of the contract, a contractual relationship shall be established with the user's heir by conduct.

- 7.2.4.5 The Contract shall cease if either Party is wound up without a legal successor.

- 7.2.4.6 The Contract shall cease without special action by the parties if the right of MVM Next Energiakereskedelmi Zrt to trade in natural gas (its qualification as a natural gas trader) is terminated for any reason.

7.2.5 Settlement in case of termination of the Contract

If the Contract terminates for any reason, the user and MVM Next Energiakereskedelmi Zrt shall settle accounts with each other in full after the cessation of the Contract and pay any unpaid debts they have according to the meter readings valid on the day of cessation of the Contract.

The meter reading forming the basis of the settlement shall be the meter reading determined by the territorially competent natural gas distributor for the date of cessation of the Contract, except

- a) *in case of a change in users (transfer of contract)*: where the basis for settlement shall be the meter reading jointly reported by the outmoving and inmoving users (at the time of the transfer of contract), recorded in the record of handover-receipt or, in the absence thereof or if the meter reading valid at the time of the transfer of contract is disputed, it shall be the meter reading determined by the territorially competent natural gas distributor, noting that MVM Energiakereskedelmi Zrt shall be entitled to modify the data recorded by the user(s) in the record of handover-receipt or the record on the transfer of property to the meter reading recorded by the natural gas distributor on the basis of the results of the on-site inspection by the territorially competent natural gas distributor if it differs from the consumption that can be assumed on the basis of the temperature-based characteristic curve by more than 10 percent regardless of whether the data read by the natural gas distributor is lower than that recorded by the parties.

b) in case of a change in traders: the closing meter reading shall be determined according to the General Terms of Business.

If the event of the termination of the Contract, the User shall pay the consideration for the already delivered natural gas service, other fees (surcharge, contractual penalty, interest on arrears, etc.), as well as any additional fees and costs incurred in connection with the service or its termination by the deadline prescribed by MVM Next Energiakereskedelmi Zrt.

Within 20 days from the termination of the Contract, MVM Next Energiakereskedelmi Zrt shall issue an invoice (the final invoice) for the purpose of final settlement.

In the event of the termination of the Contract, MVM Next Energiakereskedelmi Zrt will reimburse the user for any overpayment by the user within 8 days after the settlement is completed.

Any debts shall be deemed to be settled upon payment of the final invoice and any interest on arrears or upon the completion of any reimbursement if no other payable debt exists.

7.2.6 Legal consequences of the termination of the Contract

In the absence of a new natural gas trading / universal service contract following the termination of the Contract for any reason, the legal consequences of any consumption without a contract shall apply to the consumed natural gas. The rules for non-contractual consumption are contained in the general terms of business of the territorially competent natural gas distributor.

7.3 Communication between the Parties

7.3.1 The Parties undertake to communicate with each other in connection with the Contract primarily by telephone (using the recorded line used by the trader) or electronically, using e-mail or online customer service.

7.3.2 The Parties shall send any mail where the legal consequences included in the mail requires certification of its receipt by the user shall be sent to the e-mail address specified in the Contract.

7.3.3 The Parties lay down that all notices and communications addressed to the other Party in connection with the Contract shall be deemed to have been delivered if they are sent to the other Party in writing, electronically by email or via a mobile application. The time of delivery in the case of an e-mail message or a message sent via a mobile application shall be the time of receipt of the message by the addressee Party on the day of transmission. The Parties shall ensure that the addressee's mailing system sends an automatic acknowledgment of the display on the recipient's computer of the email or the message sent via the mobile application and the time of display if this is initiated by the Party sending the email. If the acknowledgement was initiated by the sending Party, but no such acknowledgement is received, the e-mail message or the message sent via the mobile application shall be deemed to have been delivered on the 1st working day after it is sent. In case of delivery to the addressee's address specified in the Contract or to his/her user account by electronic means, the sender does not examine the addressee's right of access as this is the sole responsibility of the addressee.

7.4 Privacy, data processing, confidentiality

7.4.1 By signing and concluding the Contract, the User consents that the Trader and/or its agent may process its data voluntarily provided by itself in the Contract and its data the Trader necessarily becomes aware of in connection with the performance of the Contract for the purposes of performing the Contract during the term of the Contract or the enforcement of any claims in relation thereto, in accordance with the requirements of the relevant legislation.

By signing and concluding the Contract, the user consents to the transfer of the above-mentioned data to the agent of the trader (e.g. collection of fees).

7.4.2 Any information or facts either Party becomes aware of regarding the other Party and its activity in connection with the conclusion and performance of the Contract, including in particular, but not exclusively, the existence and contents of the Contract, its entire text, in particular the amounts of fees included therein, shall be considered business secrets and may not be used for purposes other than the performance of the contract.

Neither party may disclose or make available trade secrets, proprietary information or confidential information to any third party (third parties) without the prior written consent of the other party. This provision shall not apply to the disclosure of all the information to be transferred to third parties providing the trader with legal, financial-accounting, insurance, as well as financial or additional financial services (including the collection of receivables) based on contracts, as well as the information to be disclosed to the assignee or debtor in case any receivable arising from the Contract is assigned or debited by the trader. Furthermore, this restriction shall not apply to the information provided to third parties that qualify as affiliates or proprietors of the trader, unless otherwise provided by law.

The confidentiality obligation shall not extend to the following types of information:

- a) which are available to the public or which become public in the future through no fault of the Contracting Party receiving the information,
- b) which were demonstrably known to the Party receiving the information prior to the submission of the quotation or the entry into force of the Contract,
- c) which has come to the knowledge of a party receiving the information through a third party that is not covered by a confidentiality agreement with the Contracting Party to whom the information relates,
- d) the disclosure or publication of which is required by law (including directly applicable legal acts of the European Union), stock exchange regulations, or the disclosure or publication of which is ordered by the competent body (court, authority) on the basis of the applicable law, in law, regulations, to the extent and scope of the relevant decision,

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- e)* which was developed by the Party independently of the other Party, as evidenced by written evidence.

By concluding the Contract, the user consents to the trader using the fact of concluding the Contract and the user's name as a reference in its business relations.

7.4.3 MVM Next Energiakereskedelmi Zrt

- a)* shall fulfill its obligation to provide transparent, advance information on the personal data processed by MVM Next Energiakereskedelmi Zrt in relation to the provision of the natural gas trading service and the protection of natural persons in connection with the processing of their personal data according to the recommendation of NAIH and in compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as well as the Act CXII of 2011 on Informational Self-Determination and Freedom of Information (Privacy Act) in its General Data Processing Information related to the data processing in connection with the performance of the Contract, available on the website and in the customer service office of MVM Next Energiakereskedelmi Zrt.
- b)* shall fulfill its obligation to provide transparent, advance information on the personal data it processes in case of voice recordings made during telephone calls according to the recommendation of NAIH and in compliance with the General Data Protection Regulation and the Privacy Act in the Data Processing Information on Voice Recordings available on its website and in its customer service.
- c)* the detailed data processing information on the processing of the personal data specified as contact persons in the contracts it concludes and other documents, as well as the interest balancing test prepared for the processing of the personal data of the natural person contact persons of the contractual partners specified by their names in the contracts can be viewed on the website of MVM Next Energiakereskedelmi Zrt. The user shall inform its natural person contact person(s) specified in the contract about the availability of the information materials and make sure that these concerned natural persons have read the relevant documents.

7.5 In matters not regulated in these GTC, the provisions of the Contract, the GET, the Vhr, the General Terms of Business and the legal regulations in effect shall be followed.

7.6 If there is any contradiction between the Contract and these GTC, or if the Parties agree on any issue in the Contract differently from the provisions of these GTC, then the provisions of the Contract shall prevail.

7.7 Where these GTC mentions the General Terms of Business, these GTC shall also be understood.

MVM Next Energiakereskedelmi Zrt