

Annex M.1

**Prices and charges for electricity sold by MVM Next Energiakereskedelmi Zrt.,
electricity retailer**

Prices for electricity sold by MVM Next Energiakereskedelmi Zrt., licensed electricity retailer

The prices and charges set out in this annex are included in the Contract for the Purchase of Electricity between MVM Next Energiakereskedelmi Zrt. and the User by reference.

These prices and charges are approved by Magyar Energetikai és Közműszabályozási Hivatal (Hungarian Energy and Public Utility Regulatory Authority; hereinafter referred to as the "Office") for an indefinite term. The unit prices applied fall within the "open fares" category and, accordingly, the Office did not examine the price level in its process of approval.

Effective: from 1 January 2022 until amended

The electricity unit prices (HUF/kWh) and the price application conditions specified in this Annex shall be used for the settlement of the electricity volume received at the connection point in accordance with the contract between the parties and the Standard Service Agreement of the licensed electricity retailer, MVM Next Energiakereskedelmi Zrt. If a contract with custom prices and conditions for price and charge application is concluded by the User and MVM Next Energiakereskedelmi Zrt., such custom conditions shall be applied in the invoicing and settlement process.

The net unit prices specified herein, the network access fees set by law do not include the amount of the funds under VET Section 147, the excise tax and the value added tax.

Gross unit prices have been calculated from the net unit price by applying 27% VAT for information purposes.

The duration of the invoicing period and the invoicing frequency are set out in the contract.

MVM Next Energiakereskedelmi Zrt. may modify the unit prices in accordance with Section 1.3.5 of the Standard Service Agreement, which price modification shall become effective as notified.

In the event of price changes occurring within the invoicing period, the parties shall proceed with the price change by means of meter reading by the distributor or by means of user-reported meter reading upon request by MVM Next Energiakereskedelmi Zrt. or, if the user fails to do so, by sharing consumption on a pro-rata temporis basis.

The unit price of energy off-take from the public distribution network used by MVM Next Energiakereskedelmi Zrt. (HUF/kWh):

Net:	Gross:
99.99	126.99

Users, that have purchased electricity at a price set in their contract for the purchase of electricity but their contract has not been terminated or has been extended for any reason, shall, in the period following the first day of the extended period, pay the price of electricity in accordance with the provisions of this annex and the Standard Service Agreement, unless otherwise agreed.

For users with a household power plant who, for whatever reason, do not have a written contract, or who have purchased electricity at a price fixed in their contract for the purchase of electricity but their contract has not been terminated for any reason, or has been extended for any reason, the excess electricity input during this period will be charged—unless otherwise agreed—at the following unit price (HUF/kWh):

Net:	Gross:
7.00	8.89

For connection points with a household power plant, if it has excess electricity input at the time of settlement, the applicable standard retail rate (HUF/kW/month)—unless otherwise agreed—shall be:

Net:	Gross:
1000	1270

The standard retail rate shall be charged against the active power output of the household power plant connected to the connection point by the User

- used for the calculation of the distribution capacity payment in the case of connection points with profile-based billing arrangements
- notified by the User in the case of connection points with AMR-based billing arrangements

with the capacity as on the first day of the billing month. For the calculation of the standard rate, power shall be taken into account to one decimal place according to the normal rounding rules. The standard retail rate is payable for each month started.

MVM Next Energiakereskedelmi Zrt.

Effective: from 1 January 2022



TECHNICAL TRANSLATION

Prepared by the Hungarian Office
for Translation and Attestation Ltd.

This translation shall in no way replace attested
translation.

Annex M.2
Template mandate

MANDATE

User

User name	
Registered office	
Company registration number	

Retailer name	MVM Next Energiakereskedelmi Zrt.
Registered office	1081 Budapest, II. János Pál pápa tér 20.
Company registration number	01-10-140263

(1) The User contracts the Retailer to conduct all the procedures required as a precondition for the entry into force of the contract for the purchase of electricity in his/her stead and name in respect of the connection point(s) at his/her service location(s) below:

Metering point identification number:

Name of service location:

Address of service location:

1.1 To terminate the User's existing electricity retail contract or public utility/universal service contract;

1.2 To enter into and manage the User's network connection and network use agreements with the regionally competent distribution network operator;

1.3 To pay the charges payable to the distribution network operator (network access fees and the charge for quantitative differences, excluding claims for breach of contract) during the term of the contract for the purchase of electricity and to be listed as payor in the network agreements for that period; (Optional)

1.4 To enter into, where necessary, a balance unit membership agreement with the Balance Unit Manager for and on behalf of the User.

2. The User shall provide the Retailer with all data (e.g. metering point identification number, serial number of the meter, consumer identification number) and documents (in particular former utility or network use contract, certificate of the connection point) necessary for the implementation of the mandate.

3. The User gives his/her explicit consent to the distribution network operator to transfer all data related to his/her use of the network to the Retailer. The data thus transferred shall be lawfully processed by the Retailer in conformity with the data protection provisions included in this standard service agreement.

4. By signing the network connection and network use agreements, this agency contract, subsequently the Retailer's representation right shall be based on the network use agreement.

[sic orig. – OFFI Ltd.'s remark]

Dated:, day..... month .. year

.....

[User company name]

for and on behalf of the User

Effective: from 1 January 2022

MVM Next Energiakereskedelmi Zrt.



TECHNICAL TRANSLATION

Prepared by the Hungarian Office
for Translation and Attestation Ltd.

This translation shall in no way replace attested
translation.

Electronically certified document

*MVM Next Energiakereskedelmi Zrt. (MVM Next Energy Trading Ltd.) Electricity Retailing
Standard Service Agreement Annex M.3*

Annex M.3

Data Protection and Data Security

Data Protection and Data Security

Data Protection Safeguards

In the context of its activities, the Retailer shall determine the safeguards for the protection of personal data it processes as set out in this Annex, subject to the provisions of Regulation 2016/679 of the European Parliament and of the 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 Regulation (EC) No 95/46/EC (General Data Protection Regulation) (hereinafter: General Data Protection Regulation) and Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information (hereinafter: Infotv.).

The Retailer fulfils its obligation to provide transparent, prior information as defined in the General Data Protection Regulation and the Infotv. in line with the NAIH recommendation about the personal data it processes in connection with its business and voice telephony recordings, in the General Privacy Notice and the Voice Recording Privacy Notice.

The detailed Privacy Notice concerning the processing of personal data of natural persons identified as contact persons in the contracts or other documents concluded by the Retailer is available on the Retailer's website along with the legitimate interest test designed for the processing of personal data of the contact persons of the natural persons identified by name in contracts with contractual partners. The User shall inform the contact person(s) of a natural person identified in a Contract, and shall ascertain that the natural person(s) concerned has/have read the documents in question.

1 Definition of terms used in this Annex

1 Processor shall mean a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller. [Article 4(8) of the General Data Protection Regulation]

2 Processing means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. [Article 4(2) of the General Data Protection Regulation]

3 Controller means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal

data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law; [Article 4(7) of the General Data Protection Regulation]

4 Personal data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise. [Article 4(12) of the General Data Protection Regulation]

5 Pseudonymisation means the processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the personal data are not attributed to an identified or identifiable natural person. [Article 4(5) of the General Data Protection Regulation]

6 General Privacy Notice means the notice about the processing of data related to the performance of power purchase agreements, which is available on the Retailer's website and also as an independent document in its customer service office.

7 GENERAL DATA PROTECTION REGULATION (GDPR) means Regulation 2016/679 of the European Parliament and of the 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).

8 Consent of the data subject means any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her. [Article 4(11) of the General Data Protection Regulation]

9 Voice Recording Privacy Notice means the notice applicable to processing data by way of voice recording in the course of customer administration, available on the Retailer's website and customer service office.

10 NAIH means the National Authority for Data Protection and Freedom of Information (Nemzeti Adatvédelmi és Információszabadság Hatóság);

11 Personal data means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical,

physiological, genetic, mental, economic, cultural or social identity of that natural person;
[Article 4(1) of the General Data Protection Regulation]

2 Data Protection Principles and Purpose

In the area of data protection, the Retailer is responsible in its capacity as controller for determining the scope of personal data relating to the persons it processes (Users, payers and other natural persons affected by processing, e.g. entities issuing requests for quotations, applicants with claims), the method of processing, and for ensuring the protection of data in accordance with the Fundamental Law, the General Data Protection Regulation and the Infotv. and for preventing unauthorised access to, alteration, use or disclosure of personal data and for ensuring protection against erasure, corruption and destruction.

For the purposes of this Annex, the provisions applicable to the User shall also apply to other natural persons affected by processing.

Principles relating to processing of personal data (Article 5 of the General Data Protection Regulation)

Personal data shall be:

- processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');
- collected for specified, explicit and legitimate purposes and not processed in a manner that is incompatible with those purposes ('purpose limitation')
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation')
- accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; ('storage limitation');
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').

MVM Next Energy Trading Ltd. is responsible for compliance with the above and shall be able to demonstrate such compliance ("accountability").

Fundamental purpose of processing the personal data of Users (payers)

- (a) providing access for Users to the supply of electricity,
- (b) invoicing the consideration payable for the products and services received or used by Users (payers),
- (c) recovery or collection of invoiced but unpaid consideration,
- (d) verification of the accuracy of fees invoiced and paid and fee calculation.

In its capacity as controller, the Retailer may process personal data necessary and sufficient to identify the User and the payer and vulnerable care recipients entitled to protection resident in the User's household for the purposes of pursuing its electricity trading business, concluding, determining the content of, amending Contracts, and monitoring Contract performance, billing the fees specified in Contracts, enforcing other claims arising from Contracts and fulfilling the cooperation and data reporting obligations laid out in the Supply Regulations.

3 Legal basis for processing, scope of data processed

Processing shall be lawful only if and to the extent that at least one of the following applies:

- the data subject has given consent to the processing of his or her personal data for one or more specific purposes; (Article 6(1)(a) of the General Data Protection Regulation);
- processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract (Article 6(1)(b) of the General Data Protection Regulation);
- processing is necessary for compliance with a legal obligation to which the controller is subject (Article 6(1)(c) of the General Data Protection Regulation);
- processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child (Article 6(1)(f) of the General Data Protection Regulation)

If the data subject is unable to give consent on account of lacking legal capacity or for any other reason beyond his control, the processing of his personal data is allowed to the extent necessary and for the length of time such reasons persist, to protect the vital interests of the data subject or of another person, or in order to prevent or avert an imminent danger posing a threat to the

lives, physical integrity or property of persons (Article 6(1)(d) of the General Data Protection Regulation, Article 6(2) of the Information Act).

With regard to the contractual relationship between MVM Next Energy Trading Ltd. and the User, the legal basis for data processing is primarily Article 6(1)(b) of the General Data Protection Regulation (processing is necessary for the performance of a contract to which the data subject is party or in order to take steps - to make preparations for concluding the contract - at the request of the data subject prior to entering into a contract).

The legal basis for the processing of the personal data of vulnerable consumers eligible for protection as defined in Articles 64-65 of the the Act on Electricity (including socially vulnerable or disabled consumers) is Article 6(1)(c) of the General Data Protection Regulation (processing is necessary for compliance with a legal obligation to which MVM Next Electricity Trading Ltd. is subject), taking into account the provisions of Article 65(6) and Article 151(2) of the Act on Electricity.

Pursuant to Article 151(4) of the Act on Electricity, MVM Next Electricity Trading Ltd. forwards to the transmission system operator the personal data of persons eligible for purchasing electricity at a discount specified by law based on their current or previous employment in the electricity sector for the purpose of calculating the discounted electricity price to be used in such purchases. The transmission system operator shall process the personal data received for three years following the time of conclusion of the settlement process.

Data required to identify the User (payer)

(a) for Users (payers) who are natural persons

- name,
- name at birth,
- residential address,
- place and date of birth,
- mother's name, and
- where the User is a private entrepreneur, the VAT number, registration number and the number of the private entrepreneur's sole trader ID, if any

(b) for Users (payers) who are not natural persons

- name,
- head office,
- VAT number,

- registration number (e.g. corporate registration number).

In addition to the data specified in the Contract and in the contract for connecting to and using the distribution network, the Retailer shall process the following data for the purposes of billing and collecting the related fees from the User (payer), monitoring Contract performance and acting as agent for administering the contracts for connecting to and using the distribution network:

- (a) the User's (payer's) identifier, contractual current account identifier,
- (b) the identifier of the service location,
- (c) the date, duration and volume of electricity supplied to the final customer,
- (d) data relating to billing, payment of fees and overdue fees,
- (e) events relating to the conclusion and termination of the Contract and the contract for using the distribution network,
- (f) any other data necessary for the performance of the provisions of the Contract during the term of the contractual relationship.

Furthermore, the Retailer is entitled to process the data and contact details that have come to its knowledge during the term of the Contract.

By signing the Contract, the User (payer) expressly grants permission to the Retailer to capture, automatically process and analyse using its IT tools the personal data which the User (payer) has voluntarily provided in the Contract and which are necessarily disclosed to the Retailer in connection with the performance of the Contract.

The Retailer shall delete the personal data processed without undue delay if

- (a) the processing the data is unlawful or their erasure is mandated by law;
- (b) the User (payer) requests deletion or objects to the processing, apart from the cases of mandatory processing (based on law) and any instances where processing is necessary for the performance of a contract;
- (c) the legal grounds for the processing has ceased to exist;
- (d) where data are incomplete or erroneous, and this circumstance cannot be lawfully remedied, provided that erasure is not precluded by law;
- (e) data need to be deleted to allow the Retailer to comply with a legal obligation imposed;
- (f) the purpose of the processing has ceased to exist;
- (g) the statutory time limit for storing the data has expired;

(h) deletion is ordered by a court or NAIH.

As regards subsections (c) and (f), the obligation to erase does not apply to personal data held on media to be deposited for archiving pursuant to the law on the protection of archival material. The Retailer shall block rather than delete personal data upon the User's (payer's) request to that effect or in case available information supports the assumption that deletion might violate the User's (payer's) legitimate interests. Personal data blocked in this manner may be processed only for as long as the purpose of processing that precluded the deletion of the personal data persists.

The Retailer shall serve a notice of each instance of rectification, marking, blocking and erasure to the User (payer) and each party to whom the Retailer has forwarded the data for processing purposes. Notification may be foregone if doing so does not violate the legitimate interest of the User (payer).

4 Data transfers

From among the data it processes, the Retailer may transfer the data needed for the purpose of processing or forwarding where any of the legal grounds laid out in Article 6(1) of the General Data Protection Regulation exists (see in particular the legal grounds set out in point 3) or in cases where a processor within the meaning of Article 28 of the General Data Protection Regulation cooperates:

- (a) to processors commissioned by and acting for the Retailer, in particular, but not limited to, natural persons and business organisations engaged in concluding the Contract, meter reading, billing, delivery, managing fees and claims, managing distribution, disconnecting service locations or customer service activities,
- (b) to the assignee where a claim is assigned,
- (c) to entities entitled by law or by an agreement between the contracting parties to settle billing and distribution disputes,
- (d) to the Office,
- (e) to the competent national security bodies, investigative authorities, the public prosecutor and the courts for the purpose of national security, national defence and public security and the prosecution of public offences,
- (f) to the bailiff, in accordance with the provisions of Act LIII of 1994 on Judicial Enforcement, and
- (g) to the consumer protection authority.

The recipient of forwarded data shall be subject to the same confidentiality obligation in respect of such data as the controller or to such identical confidentiality obligation that applicable legislation, if any, specifies for the recipient.

For the purposes of monitoring the lawfulness of data transfers and informing the User (payer), the Retailer shall keep a register of data transfers showing the date of transferring the personal data processed by the Retailer, the legal basis and recipient of the data transfer, a specification of the scope of the personal data transferred and other data as determined in the legislation mandating the processing of data.

5 Deadline for data processing

The Retailer shall store the data content of documents and/or the data content of documents captured in a computer system as required by the provisions of the legislation in force.

The Retailer shall store all documents related to the User (payer) and/or the data content of these documents as captured in a computer system, provided these document the occurrence of an economic event and thus qualify as accounting documents, during the retention period specified in the applicable tax, accounting and other legislation and until the end of the limitation period under civil law. Such documents include, in particular contracts, amendments thereto, invoices based on contracts, documents supporting payments and documents relating to audits and interventions.

The General Privacy Notice and the Voice Recording Privacy Notice contain the specific data processing deadlines related to the provision of electricity trading services and voice recording.

6 Data security

The Retailer shall ensure the security of the data, taking into account the state of the art in science and technology and the costs of implementation, the nature, scope, circumstances and purposes of processing, and the varying likelihood and severity of risks threatening the rights and freedoms of natural persons, and shall take technical and organisational measures and establish procedural rules to ensure protection for recorded, stored or processed data and to prevent the destruction, unauthorised use or unauthorised alteration of data. The Retailer also invites all third parties to whom it transfers or discloses data to comply with data security requirements.

The Retailer shall take steps to prevent unauthorised persons from accessing, disclosing, transferring, modifying or deleting processed data. Only the Retailer, its employees and its

processor(s) have the right to know processed data, which the Retailer shall not transfer to third parties that are not authorised to know the data.

Retailer uses its best efforts to avoid accidental data damage or data destruction. The Retailer shall require its employees involved in processing data to abide by the commitment set out above.

In order to protect the data files processed electronically in various registers, the Retailer shall ensure that the data stored in the registers cannot be directly linked and attributed to the User (payer), subject to the exceptions provided in a statute.

The Retailer will ensure a level of data security appropriate to the level of risk, including, but not limited to, where applicable:

- the pseudonymisation and encryption of personal data,
- the ongoing confidentiality, integrity, availability and resilience of the systems and services used to process personal data,
- the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical breach;
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. 2.

In assessing the appropriate level of security, account shall be taken in particular of the risks arising from processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

7 Data protection safeguards for doing business on the phone

Following the requirements of the Consumer Protection Act, the Retailer makes audio recordings of calls related to the merits of its business (incoming calls to and outgoing calls from publicly announced customer service telephone numbers) for the purpose of monitoring the quality of customer service and securing evidence for the resolution of disputes between the consumer and the Retailer under the Consumer Protection Act, and shall retain such audio recordings in accordance with the requirements of the Consumer Protection Act. Calls will be recorded by the Retailer, but some calls may not be recorded due to technical reasons.

When a telephone call is initiated, customers will be informed that they have reached the Retailer's customer service and their conversation with the operator will be recorded. Callers or

called customers objecting to voice recording can only deal with the matter in question in person or in writing.

Upon written request by the caller or the called customer , the Retailer makes audio recordings available free of charge after verifying authorisation, during the term of storage prescribed by law, provided that the data required for retrieving the recording (date, time of call, call ID) are specified. The call ID generated to identify each recorded call uniquely will be announced at the start of the call.

The Retailer fulfils its obligation to provide transparent, prior information as defined in the General Data Protection Regulation and the Infotv. in line with the NAIH recommendation about the personal data it processes in connection with recording telephone calls in the Voice Recording Privacy Notice.

8 User (payer) processing and data security rights and options available for enforcing rights and legal remedies relating to the processing of data

Users (payers) may apply to the Retailer's data protection officer or internal data protection manager

- (a) for information about the processing of their personal data (before processing starts and while it is in progress),
- (b) to be provided access to their personal data (request the controller to provide access to their personal data),
- (c) to have their personal data rectified or supplemented; or
- (d) to have their personal data erased ("right to be forgotten"), restricted or blocked ("right to restriction of processing"), except in the case of mandatory processing.

Users (payers) also have the right to data portability and the right to object to the processing of their personal data.

The name and contact details of the Retailer's data protection officer or internal data protection manager are set out in the General Data Protection Information published on the website of MVM Next Electricity Trading Ltd. All of this information is also available at the customer service office.

8.1 Information on the processing of personal data, providing right of access

In order to honour the User's (payer's) right to be informed in advance, the Retailer shall provide the User (payer) concerned with the following information in its General Privacy Notice and Voice Recording Privacy Notice, both of which are posted on its website, prior to

beginning or causing a processor to begin its data processing operations or at the latest immediately upon starting the first data processing operation:

- (a) the Retailer's, the Seller's and, where a processing operation is carried out by a processor, the processor's name and contact details,
- (b) the name and contact details of the data protection officer,
- (c) the purpose of the intended processing and
- (d) the data subject's rights under the General Data Protection Regulation and the Infotv. and manner of enforcing such rights, and
- (e) shall provide information on:
 - (ea) the legal basis of processing,
 - (eb) the duration of retaining the processed personal data and the criteria for determining that duration,
 - (ec) where processed personal data are transferred or transfer is intended, the recipients of the transfer, including recipients in third countries and international organisations,
 - (ed) the source of the personal data processed; and
 - (ee) any other material facts relating to the circumstances of the processing.

Upon the User's (payer's) request, the Retailer shall provide information about the User's (payer's) data processed by the Retailer or by the data processor it has engaged, the source of such data, the purpose, legal basis and duration of the data processing, and the name, the address and activities of the data processor, the circumstances and effects of, and the measures taken to remedy the personal data breach, and, where the User's (payer's) personal data get transferred, the legal basis and recipient of the transfer.

The Retailer shall provide the information in writing in an intelligible form within the shortest possible time upon, but no later than one (1) month after the submission of the request. The information is provided free of charge if the User (payer) has not yet submitted a request for information to the Retailer for the same set of data in the year to date, and otherwise against the payment of costs. Where data have been processed illegitimately or the request for information gave rise to rectification, any costs already paid shall be reimbursed.

Excepting the cases specified in the General Data Protection Regulation and the Infotv. the Retailer may not refuse to provide information to the User (payer). Upon refusing to provide information, the Retailer shall inform the User (payer) in writing, specifying the provision of

the General Data Protection Regulation or the Infotv. referred to as the grounds for refusing to provide information. In the event the Retailer refuses to provide information, it shall inform the User (payer) of its option to seek judicial remedy and to have recourse to the NAIH.

The User (payer) shall have the right to obtain from the Retailer confirmation as to whether or not personal data concerning him or her are being processed, and, where that is the case, access to the personal data and the following information:

- (a) the purposes of the processing,
- (b) the categories of personal data concerned,
- (c) the recipients or categories of recipient to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organisations;
- (d) where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
- (e) the existence of the right of the User (payer) to request from the Retailer rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing;
- (f) the right to lodge a complaint with the NAIH,
- (g) where the personal data are not collected from the data subject, any available information as to their source;
- (h) the existence of automated decision-making, including profiling, and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject;
- (i) where personal data are transferred to a third country or to an international organisation, the User (payer) shall have the right to be informed of the appropriate safeguards relating to the transfer pursuant to Article 46 of the General Data Protection Regulation.

The Retailer shall provide to the User (payer) a copy of the personal data undergoing processing. Where the User (payer) makes the request by electronic means, and unless otherwise requested by the User (payer), the information shall be provided in a commonly used electronic form.

8.2 Request for rectification, supplementation, blocking (restriction) or erasure of personal data

Users (payers) may request in writing that the Retailer modify any of their personal data (for example, they may change their e-mail address or postal address at any time) or request the Retailer to rectify inaccurate personal data processed by the Retailer.

Where personal data are inaccurate and the accurate personal data are at the Retailer's disposal, the Retailer will automatically rectify the personal data.

Where the User (payer) contests the validity or accuracy of personal data processed by the Retailer, but the invalidity or inaccuracy of the personal data cannot be clearly established, the Retailer will mark such data.

Taking into account the purpose of the processing, the User (payer) has the right to request appropriate additions to his or her incomplete personal data processed by the Retailer.

The User (payer) may request the Retailer in writing to block the User's personal data (marking clearly the restricted nature of processing and ensuring that marked data are processed separately from other data). Blocking lasts as long as the reason indicated by the User (payer) makes it necessary to store the data. If, for instance, the User (payer) considers that the Retailer has processed his or her submission unlawfully, but it is necessary to prevent the Retailer from deleting the User's (payer's) submission for the purposes of the official or judicial proceedings launched by the User (payer), the User (payer) may request that data be blocked. Where that occurs, the Retailer continues to store the personal data (e.g. the submission in question) until contacted by the authority or court, and deletes the data thereafter.

The User (payer) may request the Retailer in writing to erase his/her personal data with a view to the following.

In principle, the User (payer) may request the erasure of personal data where the Retailer processes data on the basis of a consent granted by the User (payer), for instance, the User (payer) granted the Retailer approval to process his or her data (telephone number, e-mail address) for the purpose of maintaining contact with the User (payer). In such a case, the Retailer will erase the personal data.

Where the User (payer) provides his/her personal data so as to ensure electricity supply, or as mandated by legislation, or to perform the Contract, the processing of such personal data in that context will not automatically cease upon the termination of the Contract, and the Retailer is in no position to comply with the erasure request. If that occurs, the Retailer is required to process the User's (payer's) personal data in accordance with the applicable legislation the period of processing set out in point 5 and in the privacy notice even after the contract terminates.

The Retailer no more than a month to comply with the request for rectification, supplementation, blocking (restriction) or erasure and shall notify the applicant to that effect by mail to the contact details provided by the applicant.

If the Retailer refuses to comply with the User's (payer's) request for rectification, supplementation, blocking (restriction) or erasure for any reason, it shall, within one (1) month of receipt of the request, communicate in writing or, if the User (payer) consents, by electronic means, the factual and legal reasons for refusing the request to rectify, block or erase. In the event the Retailer refuses the request, it shall inform the User (payer) of its option to seek judicial remedy and to have recourse to the NAIH.

8.3 Giving effect to the right to data portability, objecting to the processing of personal data

The User (payer) may request in writing to receive the personal data concerning him or her, which he or she has provided to a controller, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from the Retailer, where:

- (a) the processing is based on consent pursuant to point (a) of Article 6(1) or point (a) of Article 9(2) of the General Data Protection Regulation or
- (b) on a contract pursuant to point (b) of Article 6(1) of the GDPR; and
- (c) the processing is carried out by automated means.

In exercising his or her right to data portability the User (payer) shall have the right to have the personal data transmitted directly from one controller to another, where technically feasible.

The User (payer) may object in writing to the processing of personal data concerning him or her which is based on the provisions of point (f) of Article 6(1) of the General Data Protection Regulation where processing is needed to assert the interests of the Retailer, the Seller of a third party, including profiling based on those provisions. The Retailer will no longer process the personal data unless the Retailer demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims.

Where personal data are processed for direct marketing purposes, the data subject shall have the right to object at any time to processing of personal data concerning him or her for such marketing, which includes profiling to the extent that it is related to such direct marketing. Where the data User (payer) objects to processing for direct marketing purposes, the personal data shall no longer be processed for such purposes.

The Retailer shall examine the objection, determine whether it is justified and inform the User (payer) of its decision in writing within the shortest possible time upon, but no later than fifteen (15) days after the submission of the request. If the Retailer determines that the User's (payer's)

objection is justified, it shall terminate the processing, including further collection and transmission, and shall block the data and notify the objection and the action taken on the basis of the objection to all parties to whom it has transferred the User's (payer's) personal data involved in the objection, and such parties shall take steps to give effect to the right to object. If the User (payer) disagrees with the Retailer's determination or the Retailer fails to meet the 15-day deadline, the User (payer) may take the matter to court within 30 days of the decision being notified or the last day of the deadline.

The Retailer may not delete the User's (payer's) data if the processing is required by law. The data may not be transferred to the recipient if the Retailer has accepted the objection or if a court has ruled that the objection is justified.

8.4 Rights enforcement and redress options related to processing

Right to lodge a processing related complaint

Before starting legal or administrative proceedings, the User (payer) has the right and the option to lodge a complaint with the Retailer regarding the processing of his or her personal data seeking investigation and, where complaints are justified, fulfilment and remedy.

To allow the User (payer) to enforce his or her processing related rights, or where the User (payer) has questions or doubts about, seeks to obtain information or intends to lodge a complaint relating to his or her data processed by the Retailer, or wishes to enforce a right arising from the above, the User (payer) may do so by mail, by calling the the telephone number of the Retailer's customer service, by contacting the Retailer's data protection officer or internal data protection manager as described in detail in the General Privacy Notice and the Voice Recording Privacy Notice posted on the Retailer's website.

The name and contact details of the Retailer's data protection officer or internal data protection manager are set out in the General Privacy Notice published on the Retailer's website. All of this information is also available at the customer service office.

Bringing matters before a court

Where the User (payer) thinks that the Retailer or a processor processes his or her personal data in breach of the provisions on the processing of personal data laid down by law or by a binding legal act of the European Union, the User (payer) may take legal action against the Retailer, or against the processor acting for or upon the instructions of the Retailer in connection with processing operations constituting the processor's lines of business.

Regional courts shall have jurisdiction to judge such cases. The User (payer) has the discretion to start litigation before the courts of the his or her place of residence or domicile.

If the court grants the request, it will oblige the Retailer to provide the information, rectify, block or delete the data, annul its decision reached by automated data processing, and honour the User's (payer's) right to object.

Taking matters before an administrative authority

To enforce his or her rights, the User (payer) may have investigations or official proceedings started at the NAIH (1125 Budapest, Szilágyi Erzsébet fasor 22/c., website: <http://naih.hu>; postal address: 1530 Budapest, Pf. 5.; telephone: +36-1-391-1400; fax: +36-1-391-1410; email: ugyfelszolgalat@naih.hu) invoking a violation rights or a direct threat thereof arising from the processing of his or her personal data, particularly where

(a) the User (payer) thinks the Retailer limits the exercise of the aforesaid rights of the User (payer) as a data subject under or refuses the User's (payer's) application to enforce such rights (to start an investigation); or

(b) the User (payer) believes that the processing of his or her personal data by the Retailer or the processor is in breach of the requirements governing the processing of personal data laid down by law or by a legally binding act of the European Union (request to conduct administrative proceedings).

8.5 Compensation, grievance award

The Retailer shall indemnify any damage incurred due to its unlawful processing of the User's (payer's) data, breaching the provisions of the General Data Protection Regulation or violating data security requirements.

If the Retailer violates the User's (payer's) personality rights by unlawfully processing the User's (payer's) data or by violating the requirements of data security, the User (payer) may claim a grievance award from the Retailer.

The Retailer shall be liable to the User (payer) for any damage caused by the processor and the Retailer shall also pay the User (payer) the a grievance award for any violation by the processor of the User's (payer's) personality rights. The Retailer shall be exempted from liability for the damage caused and from its obligation to pay grievance award if it proves that the damage or the violation of the data subject's personality rights is attributable a reason beyond control outside the scope of the processing.

No compensation shall be payable and no grievance award may be demanded if the damage arising from harm done to the injured party or the violation of personality rights is attributable to the wilful or grossly negligent conduct of the User (payer).

9 Confidentiality obligation

The confidentiality obligation of the Parties shall extend to all trade secrets and all information constituting know-how, as well as all information, documentation and data the parties provided to each other and classified in writing as confidential (confidential information) or all information designated as such by law. The confidentiality obligation shall survive the termination of the Contract and shall not be affected by the termination of the Contract for whatever reason.

Unless otherwise provided, any information or fact, including but not limited to the existence and content of the offer, the full text thereof, in particular the amount of the fees contained therein, which is disclosed by any manner to one of the Parties in connection with the offer to conclude a contract with the other Party and its activities, shall be considered a business secret. Neither party may disclose, or grant access to, any trade secret, know how or confidential information to third parties without the prior written approval of the other party. This provision does not apply to all information to be provided to a third party providing legal, accounting, financial, insurance or financial or ancillary financial services to the Retailer under a contract, nor, where the Retailer's offer requires the provision of collateral, to the information necessary for the conclusion and performance of any agreement relating thereto. Unless otherwise provided by law, this restriction shall not apply to information disclosed to third parties that are affiliates or entities classified as the Retailer's affiliates or those exercising the Retailer's ownership rights.

The confidentiality obligation does not apply to information:

- (a) which is or becomes publicly available in the future through no fault of the receiving Party,
- (b) which the receiving Party had been demonstrably aware before the date of the offer,
- (c) which has been disclosed to the receiving Party by a third party not bound by a confidentiality agreement with the Party to whom the information relates,
- (d) the publication or disclosure of which is required by law or the publication or disclosure of which is ordered by a body authorised to do so by virtue of a law in force (court, authority), to the extent and within the scope prescribed by law, regulation or decision,

(e) which has been developed or created by one Party on its own independently of the other Party, as certified by written evidence.

All other matters are governed by Act LIV of 2018 on the Protection of Business Secrets.

Effective: stating 1 January 2022

MVM Next Energiakereskedelmi Zrt.



TECHNICAL TRANSLATION

Prepared by the Hungarian Office
for Translation and Attestation Ltd.

This translation shall in no way replace attested
translation.

Annex M.4

Sample Contract for the Purchase of Electricity for Business Clients

[Customer's name]

COMPANY DATA

This contract has been concluded by and between
Customer...

Payer (in the event that it is not identical with the Customer)

and MVM Next Energiakereskedelmi Zrt. as authorized supplier of electricity (hereinafter referred to as the Supplier)

Registered office: Hungary 1081 Budapest, II. János Pál pápa tér 20.

Company registration number: 01-10-140263

Bank account number:

Number of trading licence:

(hereinafter individually referred to as a Party, and collectively as the Parties) at the place and at the date indicated below, and under the following terms and conditions.

1 SUBJECT MATTER OF THE CONTRACT

For the purpose of the full supply of electricity of the service locations of the **[Customer's name]** (hereinafter referred to as the Customer), the Supplier hereby enters into a fixed-term contract on a full supply basis for the supply of electricity without any scheduling obligation: The service locations shall be included in the balance unit of the Supplier or in the same balance unit as the Suppliers for the duration of the contract; in the latter case, the Supplier shall act as the Balance Unit Aggregator and the Customer shall authorise the Supplier to conclude the balance unit membership agreement in its name and on its behalf.

2 DATA OF THE COMMERCIAL CONTRACT

Contract period	Contracted amount of energy	Price

The Customer does not have an annual or a monthly obligation with regard to electricity consumption ("take or pay").

Payment deadline	Method of payment
15 calendar days from the date of issue of the invoice	Transfer

Serial No.	Address of site of consumption	Measurement Point Identifier

3 CONDITIONS OF THE APPLICATION OF THE INDICATED UNIT PRICE

3.1 Included in the price specified in Section 2:

- The cost of supplying active electricity,

- The fee for the performance of balancing tasks,
- Charges for balancing energy,

3.2 Not included in the specified price:

- The cost of electricity transmission and distribution with the associated quality,
- Transmission and billing of reactive power,
- Metering, rental, maintenance and operation of metering equipment,
- Operation, maintenance and renewal of the electricity network,
- Use of connection equipment,
- The cost of any auxiliary connection equipment,
- Network losses.

The provision of these services is included in the network connection and network use contracts for the Customer's service location.

3.3 Settlement of items of a fiscal nature

The contract price shall purely be the price of the energy and a net price, exclusive of any tax item. The settlement of these items shall be based on the legislation in force at the time.

The tax rates applicable at the time of conclusion of the contract are as follows:

- Charge for the restructuring aid for the coal industry pursuant to Section 147(1)(a) of Act LXXXVI of 2007 on Electricity,
- Subsidies for the supply of electricity at preferential prices to the persons defined in a separate law pursuant to Section 147 (1) (b) of Act LXXXVI of 2007 on Electricity, in accordance with the provisions of that separate law, in connection with their current or past employment in the electricity industry,
- The stranded costs of conversion of the cogeneration process pursuant to Section 147(1)(c) of Act LXXXVI of 2007 on Electricity,
- The funds as per Section 13(1) of VET (FIT funds and premium funds) The settlement of these funds shall be charged to the total amount of electricity at the rate published by the transmission system operator (MAVIR Zrt.) for the given month, and shall be shown as a separate item on the electricity invoice.
- Excise tax

In the event that any legislation provides, in connection with the scope of the contract, for the application of any new type of tax, levy, contribution, public charge or any other new cost element or modification or increase in the rate of any existing cost element relating to the supply

of electricity which affects the subject matter of this contract (all of the foregoing: Burden Change), such new or increased rate item(s) shall be automatically charged and billed in addition to the Contract Price, or the Supplier shall be entitled to adjust the price to the extent that the adjusted price offsets the effect of the Burden Change on the Supplier.

4 INVOICING, TERMS OF PAYMENT

In the case of profiled service locations, MVM Next Energiakereskedelmi Zrt. shall prepare a partial invoice for each settlement period, by taking pro rata the metered annual consumption of the service location and its profile curve. The actual electricity consumption shall be invoiced on the basis of the settlement invoice issued at the time of meter reading. Upon the issuance of the settlement invoice, the amount invoiced shall be the difference between, on the one hand, the actual amount of electricity established according to the annual meter reading schedule and the amount of electricity determined on the basis of the last meter reading, and, on the other hand, the amount of energy billed in previous partial invoices.

For time-series service locations, the electricity actually consumed shall be invoiced subsequently and on a monthly basis, in accordance with the terms and conditions specified in the contract.

The invoice shall be issued in accordance with Section 58 of the VAT Act, in line with the rules of time-limited accounting, and the date of performance indicated on the invoice shall be the payment deadline.

Payment shall be made on the basis of an invoice issued by MVM Next Energiakereskedelmi Zrt. in accordance with Hungarian legislation. The payment of the invoice shall be made in the currency indicated on the invoice.

In the event of late payment, the Customer shall be liable to pay default interest and the recovery costs **in accordance with the Civil Code** on the amount overdue for the days of delay until the payment is made (until the date of crediting the account of the beneficiary).

The Supplier undertakes to be included as a payer in the network usage contract between the Customer and the regionally competent distribution network operator. On this basis, the distribution network operator shall invoice the general system usage charges directly to the Supplier, which shall be invoiced by the Supplier to the Customer as a mediated service. The same rules and possible legal consequences shall apply to the payment of the invoice issued in this way and any delays in payment as for electricity bills.

5 GENERAL TERMS AND CONDITIONS

- The Customer shall not have any other valid contract for the purchase of electricity for the contract period specified in Section 3 and with regard to the contracted service locations.
- The Customer has a valid network connection agreement and network use agreement concluded with the regionally competent authorized distribution network operator.
- 21 days prior to the planned date of the switch between suppliers, the Supplier shall notify the regionally competent authorized distribution network operator of the service locations, based on the information provided by the Customer.
- MVM Next Energiakereskedelmi Zrt. shall perform the balance unit manager's duties as Balance Unit Manager
or as Balance Unit Aggregator for the Customer's service locations specified by contract.
- By signing this Contract, the Customer irrevocably consents to the transfer of the rights and obligations of the Supplier to a third party at any time during the term of this Contract, provided that the third party qualifies as an affiliated or associated company of MVM Next Energiakereskedelmi Zrt. within the meaning of Act C of 2000 on Accounting.

6 THE QUALITY AND SECURITY OF ENERGY SUPPLY

Pursuant to Article 29 of Act LXXXVI of 2007 on Electricity or VET ("Electricity distribution"), the authorized network operator is responsible for the quality and supply security of the transmission and/or distribution network.

Consequently, MVM Next Energiakereskedelmi Zrt. shall not, under any circumstances, be held responsible for the consequences of network disruptions.

7 CONFIDENTIALITY

The Parties shall regard the contents of this contract confidential. The Customer may not disclose the content of this contract, in whole or in part, to a third party without the prior written consent of the Supplier. Unless otherwise provided for by law, this restriction shall not apply to information provided to third parties which qualify as an affiliated company of the Supplier or exercise ownership rights over the Supplier. After prior written notification of the Customer, the Supplier may, unless the Customer has provided otherwise, issue a communication on the conclusion of this Contract and display it on its website as a reference. The Customer shall be

entitled to make any other provision to that effect within 8 days of receipt of the written notification.

8 LEGAL FRAMEWORK

8.1 This contract is based on the legislation in force and may be amended in accordance with any legislative changes that may be adopted, provided that they occur in the period between the acceptance of the offer and the entry into force of the Contract for the purchase of electricity based on the offer.

8.2 The General Terms and Conditions, which the Consumer has received and familiarised itself with and accepted as binding on itself, shall constitute an integral part of this contract. This contract shall mean the full text of this contract, the specific and general terms and conditions and, if any, the annexes to this contracts jointly. In the event of any contradiction between the general and the specific terms of this contract, the specific terms shall prevail.

8.3 The detailed rules on data processing (in general, voice recording) are set out in the Terms and Conditions of Business, and in the Privacy Notices available at the website and in the customer service offices.

8.4 The Customer hereby undertakes to provide, prior to accepting the competitor's offer, the Supplier with a last opportunity to make an offer for the conclusion of a contract for the purchase of electricity for the period following the fixed term specified in Section 2. Accordingly, the Customer shall inform the Supplier of those parameters of the best electricity-only offer received by the Customer within 3 calendar days which influence the decision (contract period, electricity unit price, payment deadline, payment method, method of payment of the network access fee, termination period and termination conditions, last offer obligation). In the event that the Supplier makes an offer to the Customer with identical or better conditions within 5 working days from the date of the offer, the Customer hereby undertakes to conclude a contract with the Supplier with the said conditions. The last day for exercising the right for making the last offer is the 35th (thirty-fifth) calendar day preceding the deadline for the switching between suppliers. The Supplier shall accept notifications related to the last offer obligation exclusively in writing, to the contact e-mail address specified in the contract.

In the event that the Customer fails to grant the right of last offer or grants it under conditions other than those set out in this Section, or otherwise breaches the provisions of this clause, it shall be obliged to pay a penalty. The amount of the penalty shall be determined on the basis of

1/12th of the contracted amount of energy quantity specified in Section 3 of the contract multiplied by the contracted unit price, but not less than HUF 100,000 (one hundred thousand). The contract becomes valid when appended with the Customer's authorized signature and returned to the Supplier within the validity period.

Unless the Parties agree otherwise, this contract is extended by another 12 months. The electricity price to be paid by the Customer shall be the prevailing sales price of the electricity set out in the Terms and Conditions of Business of the Supplier. The Parties may make such a provision no later than [30/45/60] days prior to the expiry of the contract and exclusively in the manner specified in Section 8.1 of the General Terms and Conditions.

The Customer may terminate a contract of indefinite duration in the way specified in the General Terms and Conditions or may terminate it with [30/45/60] days' notice.

The contract is concluded for a fixed term specified in Section 2. A fixed-term contract may not be terminated without cause.

In the event that the switch between suppliers is refused by the Supplier as per Section 47/B of VET, the Customer shall, after the fulfilment of its contractual conditions, send a notice to the Supplier to the address specified in Section 8.1 of the General Terms and Conditions.

9 CONTACT PERSON FOR MVM NEXT ENERGIAKERESKEDELMI ZRT.

Name:

Telephone:

Facsimile:

e-mail:

The Supplier informs the Customer and the Payer (in the event that it is not identical with the Customer) that the detailed Privacy Policy on "the processing of personal data of natural persons designated as contact persons in contracts and other documents concluded by the member companies of the National Public Utilities Group" may be consulted at <https://www.mvmnext.hu/Adatvedelem/adatvedelmi-tajekoztatok/adatvedelmi-tajekoztatasok>, and the Interest Balancing Test on "the processing of personal data of the natural person contact persons of the contractual partners specified by name in the given contract" may be consulted at <https://www.mvmnext.hu/adatvedelem> by the Customer and by the Payer (in the event that it is not identical with the Customer) and by the natural person contact persons specified in this contract. The Customer and the Payer (in the event that it is not identical with the Customer)

shall inform the contact person(s) of the natural person(s) indicated in this contract and shall ensure that the natural person(s) concerned have read the above documents.

[Place, date]

THE GENERAL TERMS AND CONDITIONS OF THE ELECTRICITY CONTRACT

1 GENERAL PROVISIONS

- The Supplier holds a valid electricity supplier's licence. Its number: - The Supplier has a valid balance unit contract with the System Operator or another Balance Unit Manager.

On this basis, it is entitled to act as balance unit manager or Balance Unit Aggregator.

- The Customer shall be connected to the balance unit of the Supplier or to the same balance unit as the Supplier from 0:00 a.m. on the day of the start of the transmission and shall maintain its membership in the balance unit during the term of the contract.

- The duration of the Contract shall be the period from the date of signature by persons duly authorised by the parties to 24:00 on the last day of the transmission period.

- The duration of the transmission shall be the duration of the actual transmission and receipt of the quantity of electricity specified in the contract for the purchase of electricity.

2 SUBJECT MATTER OF THE CONTRACT

2.1 The supply of electricity to the service location(s) specified in the specific terms and conditions of this contract.

2.2 The Customer shall purchase electricity from the Supplier to meet its electricity needs, in accordance with the terms and conditions of this supply-based Contract for the purchase of electricity.

The Supplier shall be available on the transmission network with the amount of electricity specified by the Customer under the conditions set out in the contract, up to the level of available capacity specified in the network connection contract.

The Customer shall pay to the Supplier the contractual tariff for the electricity received and the applicable taxes and shall receive the electricity supplied to him under the conditions applicable to him.

2.3 The transmission of the contracted electricity to the Customer's connection point shall be the responsibility of the relevant authorized transmission and distribution network operator. Therefore, the Supplier shall not assume liability for any quality defects in the electricity supplied and for the transmission and distribution of electricity under this contract and the applicable legislation.

2.4 The risk related to the transmitted electricity shall pass at the points of entry of the electricity into the transmission network or into the distribution network.

2.5 In the event of an offtake disruption at the Customer's service locations, the disruption report service of the territorially competent Authorized Distribution Network Operator shall act.

2.6 The following shall be expressly excluded from the scope of this contract:

- Any undertaking in relation to the use of reactive power,

- Transmission of electricity and ensuring its quality at the place of performance,

- The lease, maintenance and operation of the metering equipment, - Operation, maintenance and renewal of the electricity network,

- Compensation for losses occurring during the transmission of electricity.

3 RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 Rights and obligations of the Supplier

3.1.1 The Supplier shall be responsible for the purchase of all (as defined in the Specific Conditions of the Contract for the Purchase of Electricity) of the electricity demand at the service locations as defined in the Specific Conditions of the Contract for the Purchase of Electricity, i.e. it shall be obliged to purchase on its own behalf the electricity consumed by the Customer at the service locations and to make it available.

3.1.2 The Supplier shall comply with the provisions of its operating licence and the balance unit agreement and shall, unless otherwise agreed by the Parties, continue its trading activities during the term of this contract.

If the Supplier fails to comply with this, the contract shall be terminated subject to the application of the legal consequences of breach of contract.

3.1.3 The Supplier hereby declares that the electricity to be supplied to the Customer will be partly supplied from domestic sources and partly from imported sources, and therefore, if the Supplier's sources of supply of domestic or imported energy are unavailable for at least 30 days for reasons other than force majeure, or are so limited that the Supplier cannot supply the Customer at the prices stipulated in the contract, the Supplier shall be entitled to initiate the amendment of this contract.

3.2 Rights and obligations of the Customer

3.2.1 The Customer hereby undertakes that during the term of the contract it shall purchase the electricity for the service location(s) indicated in the Specific Conditions of the Contract for the Purchase of Electricity exclusively from the Supplier.

3.2.3 The Customer shall be obliged to pay the energy tariff and other payment obligations arising in connection with the contract in accordance with the provisions of the General Terms and Conditions and the Specific Conditions of the Contract for the Purchase of Electricity.

3.2.4 The Customer shall be obliged to keep the network connection and network usage contract in force for the duration of this contract. It shall notify the Supplier of any modification or termination of these contracts at least 15 calendar days before the date of termination.

Any additional charges, interest, penalties or damages payable to the distribution network operator or the system operator due to the late notification shall be borne in full by the Customer.

Where any of the Customer's network connection or network usage contracts are terminated, this contract shall also terminate.

3.2.5 The Customer shall grant to the Supplier the right and opportunity to make an offer for the supply of the Customer's any new service location.

3.2.6 The Customer shall notify the Supplier of the following events at the time specified herein:

(a) The date(s) and duration(s) of any scheduled preventive maintenance (scheduled shutdown, scheduled production reduction, scheduled production increase)

at least one month before the scheduled preventive maintenance (scheduled shutdown, scheduled production reduction, scheduled production increase). This notification shall specify the expected average load(s) and consumption(s).

(b) In the event of an unscheduled outage or reduction in production or load or equipment failure, promptly of the actual or expected date and duration. This notification shall specify the expected average load(s) and consumption(s).

(c) The Customer hereby undertakes to notify the Supplier of the termination of the operation of any premises no later than 30 calendar days prior to the termination of operation. This information shall be treated as business secret by the Supplier.

3.2.7 Upon the request of the Supplier, the Customer engaged in economic activities shall provide business data for information purposes and other information related to its conduct of business.

4 THE FEE PAYABLE FOR ELECTRICITY UNDER THE CONTRACT

4.1 The Customer shall pay energy charges in accordance with this contract. The exact amount of the energy charge is set out in the contract entitled

“Specific Conditions of the Contract for the Purchase of Electricity”.

4.2 The Supplier shall be entitled to enforce against the Customer the proportionate part of the energy efficiency contribution payment obligation calculated by the Supplier and payable by the Customer, taking into account the energy saving obligation to be fulfilled by the Supplier under the Energy Efficiency Obligor System Act as the obligor of the Energy Efficiency Obligor System pursuant to Act LVII of 2015 on Energy Efficiency (hereinafter referred to as Enhat. tv.).

The Energy Efficiency Fee, billed monthly as a separate tariff item in the invoice containing the electricity tariff, shall be calculated on the basis of the savings percentage specified for the sales of the calendar year covered by the contract period

pursuant to Section 15 (1) of Enhat. tv.,

the value of the energy efficiency contribution pursuant to Section 15/E (1) of Enhat. tv., determined in HUF/kWh, multiplied by the amount of energy billed under the electricity purchase contract [e.g. in calendar year 2021 the savings percentage shall be 0.3%]. If the contract period covers several calendar years, in this case the savings percentage will be adjusted to the percentage specified for each calendar year.

The Energy Efficiency Fee rate for a given calendar year [HUF/kWh] can be found on the Supplier's website. The payment deadline for the invoiced Energy Efficiency Fee shall be the same as the payment deadline for the electricity tariff.

4.3 The general network access fees are set out in Decree 4/2013 (X.16.) MEKH and its amendments. The general network access fees shall be paid by the Supplier to the Authorized Distribution Network Operator and then invoiced to the Customer.

4.4 In the event of a change in the network access fees, the Supplier shall apply it in the invoices from the date of its entry into force onwards.

4.5 Taxes in accordance with the tax laws in force at the time shall be added to the fee specified in the contract.

4.6 In the event that in the future any legislation provides for the application of a new type of tax, levy, contribution or any other new cost element relating to the supply of electricity or provides for the modification of any existing type of tax, levy, contribution or any other new cost element relating to the supply of electricity which affects the subject matter of this contract, such new item(s) shall be automatically charged and invoiced and paid.

5 GENERAL INVOICING AND PAYMENT TERMS

5.1 By submitting the invoice to the Customer or the Payer, the Supplier shall enforce its rights to the amounts due under any of the entitlements set out in this contract. In all cases, invoices shall be issued in accordance with the effective legal standards. The Supplier shall send by post a copy of the invoices to the postal address indicated in the Customer's or the Payer's identification data. The Customer or Payer shall pay the amount due to the bank account number specified on the invoice by bank transfer, by granting a right of collection, by granting a right of group direct or by cash transfer order within 15 calendar days of the date of issue of the invoice. Any bank charges and costs associated with the financial performance of any obligation arising from this contract shall be borne by the Customer or by the Payer. This shall not be passed to the Supplier in any case. The financial settlement of all invoices payable under this contract shall be free from any set-off (deduction or withholding) or counterclaim, unless otherwise provided by a mandatorily applicable law and/or this contract or otherwise agreed in writing by the Parties. This shall be without prejudice to the right of set-off or counterclaim of the Parties under any rule set out in the Civil Code and the Code of Civil Procedure.

5.2 Invoicing terms

5.2.1 For profiled service locations

The monthly partial invoice shall include the amount of the portion of the metered annual consumption of the service location(s) for the relevant settlement period based on the profile curve, as determined by the unit price in the Specific Contract Terms and Conditions, and network access fee (as a mediated service charge).

(b) The Supplier shall be entitled to issue once a year a final invoice in accordance with the meter readings of the authorized distribution network operators and upon the expiry of the trade contract.

5.2.2 For time-series service locations

(a) The Contracting Parties hereby agree that during the term of this contract they shall apply a calendar month accounting for the consideration of the energy. The accounting period shall run from 0:00 a.m. on the 1st day of each month until 24:00 p.m. on the last day of the month.

(b) The monthly invoice shall include the amount of the energy consumed and measured by the meter for the relevant settlement period, determined by using the unit price under the individual contract and the network access fee (as a mediated service charge).

5.3 Late payment

5.3.1 Any cash transfer order of the Customer or payment by bank transfer by the Customer shall be deemed to have been performed when the funds are

credited to the Supplier's bank account, or, in the case of collection and direct debit orders, when the funds are debited to the Customer's bank account number by the financial institution authorised by the Supplier.

5.3.2 In the event of late payment, the Customer shall, for the days of the delay and until the payment is made (until the amount is credited to the beneficiary's bank account), pay default interest as defined by the Civil Code on the overdue amount and the recovery costs in accordance with the effective legislation. The start of the delay shall be the day following the payment deadline.

5.4 Invoice objection

5.4.1 The Customer may lodge a complaint or objection regarding the clearance or billing by the Supplier, accompanied by supporting documents, within 5 working days of the receipt of the invoice by post. In the event of an invoice objection, the undisputed amount shall be settled financially by the date specified in Section 5.3.1. of this contract.

5.4.2 The objection shall include the number and date of the disputed invoice, its due date, the total amount of the invoice, the disputed amount and the basis of the dispute, but shall not entail sending back the invoice.

5.4.3 If the Supplier agrees with the content of the objection, it shall issue a corrective invoice, and send it to the Customer without delay. The Customer shall transfer the amount specified in the original invoice and in the corrective invoice to the Supplier's bank account no later than the deadline for performance specified in the original invoice or, if this deadline has already passed, within 5 working days of receipt of the corrective invoice. No default interest shall be charged on the amount of the billing objection accepted by the Supplier.

5.4.4 In the event that during the invoicing dispute the Customer acknowledges its obligation to pay (unsuccessful invoicing dispute), the amount indicated in the invoice objection plus the default interest for the period between the original due date of the invoice and the date of the actual payment shall be paid within 5 working days after termination of the dispute or after dispute settlement as the case may be.

5.4.5 In the event the Parties do not initiate dispute settlement within 15 working days of receipt of the objection and do not settle the dispute within 15 days thereafter, either Party may initiate the application of the rules of Section 9 ("Dispute Settlement").

5.4.6 In the event that, as a result of any clearance, there is an overpayment on the Customer's current account, the amount due to the Customer shall be

credited by the Supplier to the Customer's next invoice, unless otherwise agreed.

6 COMPENSATION

6.1 The payment of penalty by either Party shall not relieve the other Party from the obligation to compensate the other Party for quantifiable damages caused by breach of contract.

6.2 In the event of other cases of breach of contract not specified above, the party in breach of contract shall be obliged to compensate the other party for the proven damage caused, unless the party in breach of contract proves that it acted as would normally be expected among the given circumstances in order to perform the contract.

6.3 In the event that it is established that non-performance, defective performance or damage is attributable to the actions of a third party, force majeure, weather conditions entailing unavoidable obstacles, network capacity constraints or the limitations of the load defined in the policies of the authorized supplier or of the authorized distribution network operator,

neither Party shall be held liable to the other Party to the extent of the damage caused by the events specified herein.

7 INITIATING THE SUSPENSION OF ELECTRICITY SUPPLY

In the event of late payment by the Customer, the Supplier may initiate the suspension of the electricity supply at the authorized distribution network operator. Prior to that, however, the Supplier shall be obliged to request in writing the Customer to pay and shall inform the Customer of the suspension of the service as a potential consequence, setting a deadline. The authorized distribution network operator, acting in conformity with the Terms and Conditions of Business, shall suspend the supply of electricity to the Customer and shall only reconnect it at the initiative of the party that initiated the disconnection or suspension. The Supplier shall initiate the reconnection of the Customer or the termination of the suspension when the Customer settles all overdue debts.

8 TERMINATION OF CONTRACT

8.1 Termination of contract

This contract shall terminate:

- in the event of mutual agreement of the Parties, on a date specified in the written agreement of the Parties;
- at the end of a fixed period, provided that the Customer has complied with its obligation of notification by the set deadline;

- in the event that, for any period after the fixed contract price, the Customer does not intend to be supplied with electricity by the Supplier and that the Customer notified the Supplier of that intention in writing and in a verified manner, at least 60 days prior to the entry into force of the new price, with a notification sent to the e-mail address szozodesfelmondas@mvm.hu or to the postal address MVM Next Energiakereskedelmi Zrt. 6701 Szeged, Pf. 1200.

8.2 A fixed-term contract may not be terminated without cause.

8.2.1 Termination by either party

The contract of indefinite duration may be terminated unilaterally by either party with 60 days' notice to the last day of the month. Only a written notice shall be deemed valid. MVM Next Energiakereskedelmi Zrt. ensures the documented receipt of the notice of termination sent to: MVM Next Energiakereskedelmi Zrt. Hungary - 6701 Szeged, Pf. 1200 or to szozodesfelmondas@mvm.hu.

8.3 Termination with cause: In the event of serious breach of contract, the Party affected by the breach of contract may terminate this contract with immediate effect by a unilateral written declaration to the Party in breach.

8.3.1 The Supplier may terminate this contract with cause especially, but not only, in the event that:

- (a) in the period between the entry into force of the contract and the start of transmission it is established that the Customer has a valid and effective contract with another supplier for the whole or a part of the duration of the transmission, and the other supplier rejects the switch between suppliers by the Customer,
- (b) the Consumer violates the Supplier's exclusive right to supply as specified in Section 3.2.1;
- (c) the Customer fails to comply with its payment obligations defined in Section 5.1,
- (d) the Customer fails to comply with its obligations defined in Sections 3.2.4, 3.2.6 and 3.2.7 of the contract,
- (e) the distribution network operator suspends the supply of electricity to one or more of the Customer's service locations,
- (f) the Customer files for bankruptcy with the competent court; or the competent court passes a final ruling establishing the Customer's insolvency, and a liquidation procedure is launched against the Supplier; or the Customer's authorised body passes a decision on termination without succession.

8.3.2 The Consumer may terminate this contract with cause especially, but not only in the event that:

(a) the Supplier suspends or discontinues its activity for a period exceeding 10 calendar days, or its supplier licence has been revoked,

(b) the Supplier fails to comply with its obligations of payment to the Customer;

(c) the Supplier files for bankruptcy with the competent court; or the competent court passes a final ruling establishing the Supplier's insolvency, and a liquidation procedure is launched against the Supplier; or the member's meeting of the Supplier passes a decision on termination without succession.

8.3.3 In the cases provided for in Sections 8.3.1 and 8.3.2, the party in breach of contract shall be obliged to pay to the other party a cancellation penalty, equal to 80% of the forecast consumption as specified in the offer or contract for the period between the date of expiry of the transmission period specified in the contract and the termination of the contract (in the event that the forecast pertains to the entire contract period, the pro rata temporis part of the forecast quantity), multiplied by the unit price defined in the specific terms and conditions of the contract for the purchase of electricity.

9 SPECIAL RULES APPLICABLE TO HOUSEHOLD POWER PLANTS

In the event that the Customer installs a household power plant at a connection point which falls under the scope of a contractual relationship with the Supplier, the Customer shall notify the Supplier within 15 days of connection to the network and, as need may be, may request the Supplier to take off the electricity produced. Following the notification and the request for off-take, the Supplier, in the view of the modified circumstances, shall be entitled to revise the terms and conditions of the contract for the purchase of electricity, make an offer with regard to contract amendment (the offer being different from that of the contract in force), or to terminate the contract without any other legal consequence by the last day of the month following the month when the notification was received. Further details related are set out in the Supplier's General Terms and Conditions of Business.

10 DATA PROTECTION

By signing the Contract, the Customer agrees that its personal data provided voluntarily by it in the Contract and its personal data which necessarily come to the knowledge of MVM Next Energiakereskedelmi Zrt. in connection with the performance of the Contract shall be processed by MVM Next Energiakereskedelmi Zrt. and/or its agent for the purpose of the performance of the Contract for the duration of the Contract and of any

related enforcement of interests in accordance with the relevant legal provisions. The Customer hereby consents to the transmission of its data referred to in this Section to the agent of MVM Next Energiakereskedelmi Zrt. (e.g. for the purpose of the collection of fees).

MVM Next Energiakereskedelmi Zrt shall treat the customer status (the fact of the conclusion and existence of the universal service contract; the contents of the universal service contract not available to the public as provided by law or otherwise) of its Customers other than natural persons as business secrets. Neither party may disclose or grant access to any business secret to any third party without the prior written approval of the other party. This provision does not apply to any information that MVM Next Energiakereskedelmi Zrt is contractually obliged to provide to a third party that provides legal, financial and accounting, insurance or financial or ancillary financial services. Unless otherwise provided by law, this restriction shall not apply to information provided to third parties which qualify as an affiliated company of MVM Next Energiakereskedelmi Zrt. or a party exercising the ownership rights of MVM Next Energiakereskedelmi Zrt.

MVM Next Energiakereskedelmi Zrt. shall:

(a) in the context the supply of electricity and with regard to the personal data processed by it, meet its obligation to provide transparent and prior information – as specified in Regulation (EU) No 2016/679 of the European Parliament and of the 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) and in Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (Infotv.) and as recommended by the National Authority for Data Protection and Freedom of Information – with its General Privacy Notice on the processing of data related to the performance of the contract for the purchase of electricity. The General Privacy Notice is an annex to the Data Protection and Data Security Policy and is also available separately on the website [od](#) and in the customer service offices of MVM Next Energiakereskedelmi Zrt.

(b) in the context of voice recording over the phone, shall comply with its obligation to provide transparent and prior information – in accordance with the General Data Protection Regulation and Infotv. as recommended by the National Authority for Data Protection – with its Voice Recording Privacy Notice on the processing of voice data recorded over the phone, available on its website and in its customer service offices.

11 GOVERNING LAW, DISPUTE RESOLUTION

In matters not regulated in the contract, the applicable Hungarian material law, primarily the provisions of the Civil Code (Act V of 2013), Act LXXXVI of 2007 on Electricity (VET), the provisions of the implementation regulation of VET and other regulations issued for the implementation of the VET, the supply policies and Supplier's General Terms and Conditions of Business adopted by MEKH shall apply. The contracting Parties endeavour to settle any dispute that may arise

between them in connection with the interpretation, performance and termination of this contract amicably through negotiations.

In the event of failure to do so, the contracting parties shall, with regard to customers entitled to universal service, submit all disputes relating to the contract to the ordinary courts having jurisdiction and competence under the general rules. For Customers not entitled to universal service, the Parties stipulate the exclusive jurisdiction of the Szeged District Court or the Szeged Tribunal, depending on the value of the dispute.

MVM Next Energiakereskedelmi Zrt.

Effective from: 1 January 2022



TECHNICAL TRANSLATION

Prepared by the Hungarian Office
for Translation and Attestation Ltd.

This translation shall in no way replace attested
translation.

Electronically certified document

MVM Next Energiakereskedelmi Zrt. Electricity Standard Service Agreement Annex M.5

Contract No. ... concluded between MVM Next Energiakereskedelmi Zrt. and [Company Name].

Confidential

Annex M.5

Contract for the Purchase of Electricity

COMPANY NAME

Model contract for the purchase of electricity for key accounts on a full supply basis

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This contract has been concluded by and between

MVM Next Energiakereskedelmi Zrt. as Electricity Supplier (hereinafter: the Supplier) -

Registered address: 1081 Budapest, II. János Pál pápa tér 20.

- Company registration number: Cg. 01-10-140263

- Bank account number:

- Tax number: 26713111-2-44

- Name of representative:

- e-mail:

- facsimile number:

- operating licence number:

on the one hand, and

... as Eligible Customer (hereinafter: the Customer)

- Registered address:

- Company registration number:

- Bank account number:

- Statistical identification number:

- Tax number:

- Name of representative:

- phone number:

- e-mail:

- facsimile number:

- Invoicing particulars:

- Name of Customer/site:

- Invoicing address (in the Customer field of the invoice)

- Postal address for invoices:

- E-mail for receiving invoices:

- Facsimile number for receiving invoices:

(the Supplier and the Customer, hereinafter collectively referred to as the Parties, individually as a Party) on the date and at the place set out below, subject to the following conditions:

1 SUBJECT MATTER OF THE CONTRACT

The subject matter of this Contract is the supply and reception of electricity as defined in the General Terms and Conditions of the Contract for the Purchase of Electricity. The supply of electricity to the service location(s) to which the contract relates shall be made on a full supply basis, without any scheduling obligation. The service locations covered by the contract shall, upon signature of the contract, be included in the balance unit of the Supplier or in the same balance unit as the Suppliers for the duration of the contract; in the latter case, the Supplier shall act as the Balance Unit Aggregator and the Customer shall authorise the Supplier to conclude the balance unit membership agreement in its name and on its behalf.

2 SERVICE LOCATION

The electricity supplied by the Supplier may be used by the Customer to supply the following service location(s):

Name:
Address:
Name of authorized network operator:
Measurement Point Identifier:

3 SCOPE AND DURATION OF THE CONTRACT

3.1 Entry into force and duration

This contract shall enter into force at 0:00 on 01 January 20..

The Parties conclude this contract for a fixed term from the date of entry into force until 24:00 p.m. on 31 December 20..

The Customer's previous energy trading contracts shall terminate at 24:00 p.m. on 31 December 20...

Comment: Other conditions for the entry into force of this contract are set out in Section 1 of the “General Terms and Conditions of the Contract for the Purchase of Electricity”.

3.2 Contract period

The Parties may extend this period by prior written agreement, in which case the duration of the contract shall end on the last day of the extended period.

The Parties undertake to negotiate an extension of the contract at the initiative of either Party three (3) months prior to the expiry date.

4 CONTRACTUAL QUANTITY

4.1 Forecast consumption for the contract period

Forecast consumption for the contract period:	... MWh
Of which consumption of service locations subject to time-series settlement:	... MWh

Of which consumption of service locations subject to profiled settlement:	... MWh
---	---------

4.2 Minimum quantity of electricity purchased

In the case of service locations subject to time-series settlement, the Customer shall consume at least 80% of its forecasted consumption. If, at the end of the calendar year/contract cycle, the actual consumption does not reach at least 80%, the Customer shall still be obliged to pay up to this amount.

4.3 Maximum quantity of electricity purchased

Where the Customer uses more than 120% of the total consumption forecasted by the Customer, the Supplier may apply a surcharge on the amount exceeding 120%

4.4 Settlement of deviations from minimum and maximum quantities

At the end of the calendar year/contract period, the Supplier shall aggregate the quantities of electricity received by the Customer.

Where, in the course of the settlement, the Supplier finds that the total consumption of the Customer has not reached the minimum amount of electricity, the Supplier shall be entitled to invoice the Customer in a final invoice for the amount of electricity not taken from the minimum amount of electricity. The clearing unit price shall be the arithmetic average of the monthly invoicing unit prices applied. The payment for the amount of electricity not taken over does not constitute consideration for the supply of goods or services subject to VAT under the provisions of the VAT Act, so the invoice issued by the Supplier shall not include VAT.

If, in the course of the settlement of accounts, the Supplier establishes that the total consumption of the Customer has exceeded the maximum amount of electricity, it shall be entitled to invoice the Customer in a final invoice for the amount of electricity consumed in excess of the maximum amount. The amount of the surcharge to be paid for the amount of electricity consumed in excess of the maximum quantity shall be the difference between the average of the regulatory imbalance prices published by MAVIR Zrt. for the given period and the contractual price.

The settlement deadline shall be the last day of the second month following the calendar year/contract cycle.

Comment: The other rights and obligations of the Supplier and the Customer are set out in Section 3 of the "General Terms and Conditions of the Electricity Contract".

5 THE FEE PAYABLE FOR ELECTRICITY UNDER THE CONTRACT

5.1 Contract price

During the term of this Contract, the Customer shall pay for the electricity supplied by the Supplier once a month, in the month following the month in question, as set out in Section 6. The Supplier shall invoice the electricity consumed at the following unit price:

Unit price	HUF/kWh / EUR/MWh
	...

5.2 The specified price includes:

- The cost of supplying active electricity,
- The fee for the performance of balancing tasks
- Charges for balancing energy,
- The amount of the FIT (feed-in tariff) funds pursuant to Section 13(1) of Act LXXXVI of 2007 on Electricity.*

In the electricity invoice, the contracted unit price shall be broken down each month as follows:

- the unit price of electricity less the FIT funds published by the transmission system operator for the month in question,
- the amount of the FIT funds published by the transmission system operator for that month*.

5.3 Not included in the specified price:

- The cost of electricity transmission and distribution with the associated quality,
- Transmission and invoicing of reactive power,
- Metering, rental, maintenance and operation of metering equipment,
- Operation, maintenance and renewal of the electricity network,
- Use of connection equipment,
- The cost of any auxiliary connection equipment,
- Network losses.

The provision of the above services is included in the network connection and network use contracts for the Customer's service location.

The specified price **shall not be inclusive** of the amount of the FIT funds according to Section 13(1) of Act LXXXVI of 2007 on Electricity*.

The settlement of these funds shall be charged to the total amount of electricity at the rate published by the transmission system operator (MAVIR Zrt.) for the given month, and shall be shown as a separate item* on the electricity invoice.

5.4 Settlement of items of a fiscal nature

The contract price shall purely be the price of the energy and a net price, exclusive of any tax item other than the FIT funds.

The settlement of these items shall be based on the legislation in force at the time.

The tax rates applicable at the time of conclusion of the contract are as follows:

- Charge for the restructuring aid for the coal industry pursuant to Section 147(1)(a) of Act LXXXVI of 2007 on Electricity
- Subsidies for the supply of electricity at preferential prices to the persons defined in a separate act pursuant to Section 147 (1) (b) of Act LXXXVI of 2007 on Electricity, in accordance with the provisions of that separate act, in connection with their current or past employment in the electricity industry
- The stranded costs of conversion of the cogeneration process pursuant to Section 147(1)(c) of Act LXXXVI of 2007 on Electricity
- Excise tax*
- Funds pursuant to Section 13 (1) of Act LXXXVI of 2007 on Electricity (FIT funds)
- VAT

In the event that any legislation provides, in connection with the scope of the contract, for the application of any new type of tax, levy, contribution, public charge or any other new cost element or modification or increase in the rate of any existing cost element relating to the supply of electricity which affects the subject matter of this contract (all of the foregoing: Burden Change), such new or increased rate item(s) shall be automatically charged and invoiced in addition to the Contract Price, or the Supplier shall be entitled to adjust the price to the extent that the adjusted price offsets the effect of the Burden Change on the Supplier

Comments:

Other conditions for the fee payment are set out in Section 4 of the “General Terms and Conditions of the Contract for the Purchase of Electricity”.

*Items marked with * shall be optional.*

6 INVOICING, TERMS OF PAYMENT

6.1 In the case of profiled service locations, MVM Next Energiakereskedelmi Zrt. shall prepare a partial invoice for each settlement period, by taking pro rata the metered annual consumption of the service location and its profile curve. The actual electricity consumption shall be invoiced on the basis of the settlement invoice issued at the time of meter reading according to the quantity difference. The quantitative deviation from the profile shall be the difference between

the amount of electricity established according to the annual meter reading schedule and the amount of electricity determined on the basis of the meter reading at the last meter reading, and the electricity resulting from the metered annual consumption for the settlement period. The difference in quantity shall be settled at the contract price.

6.2 In the case of time-series service locations, MVM Next Energiakereskedelmi Zrt. shall apply a settlement period adjusted to the calendar month. The electricity actually consumed shall be invoiced monthly in arrears according to the quantity measured by the metering equipment for the relevant settlement period.

6.3 The issue of the invoice shall take place in accordance with Section 58 of the VAT Act, in line with the rules of time-limited accounting, and the date of performance indicated on the invoice shall be the payment deadline.

6.4 Payment shall be made on the basis of an invoice issued by MVM Next Energiakereskedelmi Zrt. in HUF/EUR in accordance with Hungarian legislation, with a deadline of **30 calendar days** from the date of issue of the invoice.

6.5 Payment method: bank transfer denominated in the currency indicated on the invoice.

6.6 Items in Section 5.4 shall be converted from HUF into EUR at the official MNB exchange rate valid on the last banking day of the invoiced period.

6.7 In the event of late payment, the Customer shall be liable to pay default interest and the recovery costs **in accordance with the Civil Code** on the amount overdue for the days of delay until the payment is made (until the date of crediting the account of the beneficiary).

6.8 The Supplier undertakes to be included as the Payer in the network usage contract between the Customer and the regionally competent distribution network operator. On this basis, the distribution network operator shall invoice the general system usage charges directly to the Supplier, which shall be invoiced by the Supplier to the Customer as a mediated service. The same rules and possible legal consequences shall apply to the payment of the invoice issued in this way and any delays in payment as for electricity invoices.*

6.9 The invoicing and payment terms and conditions set forth in this Contract and in the General Terms and Conditions of the Contract for the Purchase of Electricity shall apply *mutatis mutandis* to the performance of any other payment obligations of the Parties that may arise under this contract.

Comment: Other conditions for invoicing and payment are set out in Section 5 of the “General Terms and Conditions of the Contract for the Purchase of Electricity”.

7 THE CONTACT PERSON OR PERSONS AUTHORISED TO MAKE DECLARATIONS

Any letters or notices relating to the performance of this contract shall be addressed to the persons listed below:

For ...

Person authorised to make declarations:

Name:

Telephone:

Facsimile:

E-mail:

Contact person:

Name:

Telephone:

Facsimile:

E-mail:

Contact person in financial matters:

Name:

Telephone:

Facsimile:

E-mail:

For MVM Next Energiakereskedelmi Zrt.:

Person authorised to make declarations:

Name:

Telephone:

Facsimile:

E-mail:

Contact person:

Name:

Telephone:

Mobile:

Facsimile:

e-mail:

Contact person in financial matters:

Name:

e-mail:

Contact person in matters related to distribution network operators:

Name:

e-mail:

In matters related to invoicing:

Name:

e-mail:

The Supplier informs the Customer that the detailed Privacy Policy on “the processing of personal data of natural persons designated as contact persons in contracts and other documents concluded by the member companies of the National Public Utilities Group” may be consulted at <https://www.nemzetikozmuvek.hu/Adatvedelem/adatvedelmi-tajekoztatok/adatvedelmi-tajekoztatasok>, and the Interest Balancing Test on "the processing of personal data of the natural person contact persons of the contractual partners specified by name in the given contract" may be consulted at <https://www.nemzetikozmuvek.hu/adatvedelem> by the Customer and the natural person contact persons specified in this contract. The Customer shall inform the contact person(s) of the natural person(s) indicated in this contract and shall ensure that the natural person(s) concerned have read the above documents.

8 OTHER PROVISIONS

Upon termination of this contract, the Customer undertakes to provide the Supplier with the last opportunity to make a new offer for the conclusion of the contract for the purchase of electricity for a new period; that is, if the Supplier makes the same or a better offer to the Customer than the best offer presented, the Customer shall conclude the contract with MVM Next Energiakereskedelmi Zrt.

The Customer undertakes to negotiate with the Supplier for the extension of the contract 3 months before the expiry of the contract.

Comment: Other conditions for the contract termination are set out in Section 9 of the “General Terms and Conditions of the Contract for the Purchase of Electricity”.

By signing this Contract, the Customer irrevocably consents to the transfer of the rights and obligations of the Supplier to a third party at any time during the term of this Contract, provided that the third party is an affiliated or associated company of MVM Next Energiakereskedelmi

Zrt. (the term affiliated or associated company shall be construed in accordance with Act C of 2000 on Accounting).

“The General Terms of Contract of the Purchase of Electricity”, which the Consumer has familiarised himself with and accepted as binding on himself, shall constitute an integral part of this contract.

This contract shall mean the full text of this contract, the specific and general terms and conditions and, if any, the annexes to this contracts jointly. The general and specific terms and conditions shall only be valid together, and any reference to this contract shall be construed as a reference to the general and specific conditions jointly.

In the event of any contradiction between the general and the specific terms of this contract, the specific terms shall prevail.

The detailed rules on data processing (in general, voice recording) are set out in the standard service agreement and in the Privacy Notices available on the website and in the customer service offices.

The content of this contract, including the full text and the amount of the fees included, shall qualify as trade secret.

The Customer may not disclose the content of this contract, in whole or in part, to a third party without the prior written consent of the Supplier. After prior written notification of the Customer, the Supplier may, unless the Customer has provided otherwise, issue a communication on the conclusion of this contract and display it on its website as a reference. The Customer shall be entitled to make any other provision to that effect within 8 days of receipt of the written notification.

All pages of this contract - which is drawn up in 2 copies, identical to each other verbatim - have been duly signed by the Parties, through their duly authorised representatives, after having read and understood it as fully conforming to their intentions.

For [COMPANY NAME] MVM Next Energiakereskedelmi Zrt.

For

Date: ..., ...day ... Month 20...

Date: ..., ...day ... Month 20...

Name:

Name:

Position:

Position:

Name:

Position:

1 GENERAL PROVISIONS

(a) The Supplier holds a valid electricity supplier's licence; its number is:

(b) The Supplier has a valid balance unit contract with the System Operator or another balance unit manager.

On this basis, it is entitled to act as a balance unit manager or Balance Unit Aggregator.

(c) The Customer has a valid and effective network connection contract and network usage contract.

(d) The Customer shall be connected to the balance unit of the Supplier or to the same balance unit as the Supplier from 0:00 a.m. on the day of the start of the transmission and shall maintain its membership in the balance unit during the term of the contract.

2 SUBJECT MATTER OF THE CONTRACT

2.1 The supply of electricity to the service location(s) specified in the specific terms and conditions of this contract.

2.2 The Customer shall purchase electricity from the Supplier to meet its electricity needs, in accordance with the terms and conditions of this supply-based contract for the purchase of electricity.

The Supplier shall be available on the transmission network with the amount of electricity specified by the Customer under the conditions set out in the contract, up to the level of available capacity specified in the network connection contract.

The Customer shall pay to the Supplier the contractual tariff for the electricity received and the applicable taxes and shall receive the electricity supplied to it under the conditions applicable to him.

2.3 Settlement

(a) The settlement of accounts provided for in this contract shall be based, for time-series consumers, on the amount of energy metered and stored by an officially certified consumption meter, compliant with the applicable standards, safety and metering requirements, at the customer's connection point(s), which provides consumption data with the temporal detail specified in the applicable Trading Code.

In the event of consumption meter failure, the consumption data will be determined in accordance with the provisions of the Customer's network usage contract.

(b) The settlement of accounts provided for in this contract shall be based, for consumers other than time-series consumers, on the amount of energy metered and stored by an officially certified consumption meter, compliant with the applicable standards, safety and metering requirements, at the customer's connection point(s), which provides consumption data specified in the applicable Trading Code. In the event of consumption meter failure, the consumption data will be determined in accordance with the provisions of the Customer's network usage contract.

2.4 Transmission

The transmission of the contracted electricity to the Customer's connection point shall be the responsibility of

the relevant authorized transmission and distribution network operator. Therefore, the Supplier shall not assume liability for any quality defects in the electricity supplied and for the transmission and distribution of electricity under this contract and the applicable legislation

2.5 Transfer of title and liability:

The transfer of title to the electricity supplied takes place at the entry point of the Hungarian transmission network. The risk related to the transmitted electricity shall pass at the points of entry of the electricity into the transmission network.

2.6 The following shall be expressly excluded from the scope of this contract:

- Any undertaking in relation to the use of reactive power,
- Transmission of electricity and ensuring its quality at the place of performance,
- The lease, maintenance and operation of the metering equipment,
- Operation, maintenance and renewal of the electricity network,
- Compensation for losses occurring during the transmission of electricity.

3 RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 Rights and obligations of the Supplier

3.1.1 The Supplier shall be responsible for the purchase of all or part of the electricity demand at the service location, as defined in the Specific Conditions of the Contract for the Purchase of Electricity; i.e., it shall be obliged to purchase on its own behalf the electricity consumed by the Customer at the service location and to make it available to the Customer at the place of performance.

3.2.1 The Supplier shall comply with the provisions of its operating licence and the balance unit agreement and shall, unless otherwise agreed by the Parties, continue its trading activities during the term of this contract. If the Supplier fails to comply with this, the contract shall be terminated subject to the application of the legal consequences of breach of contract. The Supplier declares that the electricity to be supplied to the Customer will be partly supplied from domestic sources and partly from imported sources, and therefore, if the Supplier's sources of supply of domestic or imported energy are unavailable for at least 30 days for reasons other than force majeure, or are so limited that the Supplier cannot supply the Customer at the prices stipulated in the contract, the Supplier shall be entitled to initiate the amendment of this contract.

3.2 Rights and obligations of the Customer

3.2.1 The Customer undertakes to purchase the electricity required for the service location during the term of this contract under a supply-based contract, and in the case of a full supply based contract exclusively from the Supplier.

3.2.2 The Customer shall be obliged to pay the energy tariff and other payment obligations arising in connection with the contract in accordance with the provisions of the General Terms and Conditions and the Specific Conditions of the Contract for the Purchase of Electricity.

3.2.3 The Customer shall be obliged to keep the network connection and network usage contract in force for the duration of this contract. It shall notify the Supplier of any modification or termination of these contracts at least 15 calendar days before the date of termination. Any additional charges, interest, penalties or damages payable to the Distribution Network Operator or the System Operator due to the late notification shall be borne in full by the Customer.

3.2.4 Should any of the Customer's network connection or network usage contracts terminate, this contract shall also terminate.

3.2.5 The Customer shall notify the Supplier of the following events at the time specified herein:

(a) The date(s) and duration(s) of any scheduled preventive maintenance (scheduled shutdown, scheduled production reduction, scheduled production increase) at least one month before the scheduled preventive maintenance (scheduled shutdown, scheduled production reduction, scheduled production increase). This notification shall specify the expected average load(s) and consumption(s).

(b) In the event of an unscheduled outage or reduction in production or load or equipment failure, promptly regarding the actual or expected date and duration. This notification shall specify the expected average load(s) and consumption(s).

(c) The Customer undertakes to notify the Supplier of any termination of production or use at a service location no later than 30 calendar days prior to the termination of production/use. This information shall be treated as trade secret by the Supplier.

3.2.6 Upon the request of the Supplier, the Customer engaged in economic activities shall provide public business data for information purposes and other information related to its business conduct.

4 THE FEE PAYABLE FOR ELECTRICITY UNDER THE CONTRACT

4.1 The Customer shall pay energy charges in accordance with this contract. The exact amount of the energy charge is set out in the contract entitled "Specific Conditions of the Contract for the Purchase of Electricity".

4.2 The Supplier shall be entitled to enforce against the Customer the proportionate part of the energy efficiency contribution payment obligation calculated by the Supplier and payable by the Customer, taking into account the energy saving obligation to be fulfilled by the Supplier under Act LVII of 2015 on Energy Efficiency (hereinafter referred to as the "Enhat tv."). as the obligor of the Energy Efficiency Obligor System, pursuant to the Enhat tv. The Energy Efficiency Fee, invoiced monthly as a separate tariff item in the invoice containing the electricity tariff, shall be calculated on the basis of the savings percentage specified for the sales of the calendar year covered by the contract period pursuant to Section 15 (1) of the Enhat tv., the value of the energy efficiency contribution pursuant to Section 15/E (1) of the Enhat tv., determined in HUF/kWh, multiplied by the amount of energy invoiced under the Contract for the Purchase of Electricity [e.g. in calendar year 2021 the savings percentage shall be 0.3%]. If the contract period covers several calendar years, in this case the savings percentage will be adjusted to the percentage specified for each calendar year. The Energy Efficiency

Fee rate for a given calendar year [HUF/kWh] can be found on the Supplier's website. The payment deadline for the invoiced Energy Efficiency Fee shall be the same as the payment deadline for the electricity tariff.

4.3 Taxes in accordance with the tax laws in force at the time shall be added to the fee specified in the contract.

4.4 In the event that in the future any legislation provides for the application of a new type of tax, levy, contribution or any other new cost element relating to the supply of electricity which affects the subject matter of this contract, such new item(s) shall automatically be charged and invoiced and paid for the fees payable to the extent and in the manner permitted by the applicable legislation.

5 GENERAL INVOICING AND PAYMENT TERMS

5.1 By submitting the invoice to the Customer, the Supplier shall enforce its rights to the amounts due under any of the entitlements set out in this contract. In all cases, invoices shall be issued in accordance with the effective legal standards. The Supplier shall send a copy of the invoices to the postal address indicated in the Customer's identification data.

5.2 The Customer shall make any financial performance to the Supplier's bank account specified in the contract or indicated on the invoice by transfer, by granting a right of collection or by granting a right of group direct debit.

Any bank charges and costs associated with the financial performance of any obligation arising from this contract shall be borne by the Customer. This may not be passed to the Supplier in any case. During the term of this trade contract, only a single payment method may be chosen.

5.3 The financial settlement of all invoices payable under this contract shall be free from any set-off (deduction or withholding) or counterclaim, unless otherwise provided by a mandatorily applicable law and/or this contract or otherwise agreed in writing by the Parties. This shall be without prejudice to the right of set-off or counterclaim of the Parties under any rule set out in the Civil Code and the Code of Civil Procedure.

5.4 Invoicing terms

5.4.1 For profiled service locations

The monthly partial invoice shall include the amount of the portion of the metered annual usage of the service location(s) for the relevant settlement period based on the profile curve, as determined by the unit price in the Specific Contract Terms and Conditions.

The Supplier shall be entitled to issue a final invoice in accordance with the scheduled and extraordinary meter readings of the distribution operators and upon the expiry of the trade contract. The actual electricity consumption shall be invoiced on the basis of the settlement invoice issued at the time of meter reading according to the quantity difference. The quantitative deviation from the profile shall be the difference between the amount of electricity established under the meter reading schedule and the amount of electricity determined on the basis of the meter reading at the last meter reading, and the electricity resulting from the applicable metered annual consumption for the settlement period.

5.4.2 For time-series service locations

The Contracting Parties agree that during the term of this contract they shall apply a calendar month accounting for

the consideration of the energy. The accounting period shall run from 0:00 a.m. on the 1st day of each month until 24:00 p.m. on the last day of the month.

The monthly invoice shall include the amount of the energy consumed and measured by the meter for the relevant settlement period, determined by using the unit price under the individual contract.

6 LATE PAYMENT

6.1.1 Payment made by the Customer shall be deemed to have been made when the funds are credited to the Supplier's bank account, or, in the case of collection and direct debit orders, when the funds are debited to the Customer's account by the financial institution authorised by the Supplier.

6.1.2 In the event of late payment, the Customer shall pay interest on the overdue amount for the days of delay until the payment is made (until the date of crediting the account of the beneficiary), calculated on the overdue amount in HUF and in EUR determined in accordance with the Civil Code, and the recovery costs in accordance with the effective legislation. The start of the delay shall be: the day following the payment deadline.

6.2 Invoice objection 6.2.1 The Customer may submit complaints or objections in writing regarding the settlement or invoicing of the Supplier, duly documented by appropriate evidence, within 5 working days of receipt of the invoice by post. In the event of a invoicing objection, the undisputed amount shall be settled financially by the date specified in the contract entitled "Specific Terms and Conditions of the Contract for the Purchase of Electricity".

6.2.2 The objection shall include the number and date of the disputed invoice, its due date, the total amount of the invoice, the disputed amount and the basis of the dispute.

6.2.3 The Parties undertake to attempt to settle their disputes regarding any invoice objection amicably and to hold a conciliation meeting within 5 working days of receipt of the invoice disputed by the Supplier.

6.2.4 If the Supplier agrees with the content of the objection, it shall issue a corrective invoice, and send it to the Customer without delay.

The Customer shall transfer the amount specified in the corrective invoice to the Supplier's bank account no later than the deadline for performance specified in the original invoice or, if this deadline has already passed, within 5 working days of receipt of the corrective invoice. No default interest for late payment shall be charged on the amount of the invoice to which the Customer has rightfully objected.

6.2.5 Where, as a result of the conciliation meeting, the Customer acknowledges part of the amount of the disputed invoice, the Supplier may charge default interest on the amount of the disputed invoice from the original date of performance by including the amount of the default interest in the new invoice containing the amount acknowledged by the Customer. The provisions of Section 6.1.2 shall apply to the default interest rate.

6.2.6 If the Customer acknowledges his payment obligation in the course of an invoice objection (unsuccessful invoice objection), the amount indicated as the subject of the invoice objection shall be paid within 5 working days of the date of the completion or settlement, as specified in Section 6.1.1 of this contract, together with

default interest for the period between the original due date of the invoice and the date of actual payment.

6.2.7 If the Parties do not resolve the dispute within 15 working days of receipt of the objection, either Party may initiate the application of the "Dispute Resolution" rules in Section 17.

6.2.8 The invoicing and payment terms set out in this contract and in the "Specific Terms and Conditions of the Contract for the Purchase of Electricity" shall apply *mutatis mutandis* to the Parties' other payment obligations to each other that may arise under this contract.

7 FINANCIAL SECURITY

7.1 The Supplier reserves the right to verify the financial stability of the Customer at any time.

7.2 The Customer shall, upon written request from the Supplier, provide the Supplier with financial security as determined by the Supplier. If the Customer is in arrears on two occasions with the financial performance of his invoice issued by the Supplier, the Supplier shall be entitled to demand payment security from the Customer, who shall provide this security to the Supplier within a maximum of 10 banking days; these 10 banking days shall be counted from the date of the written agreement between the Customer and the Supplier on the identity of the issuer of the security. Where the financial security is not provided within 10 banking days, the sanctions provided for in this contract may be applied against the Customer in accordance with Section 8 of this contract. The financial security may be, at the choice of the Supplier, a security deposit, a bank guarantee, the use of an immediate direct debit order or a directly enforceable suretyship provided by the owner or parent company.

(a) The security deposit shall be paid in cash or by bank transfer, in Hungarian forint or in euro, at the Supplier's option, to a frozen account. The frozen account may be opened at a financial institution approved by the Supplier. The Customer shall provide proof of the payment of the security deposit to the Supplier by means of original bank documents confirming the payment of cash or, in the case of bank transfer, by means of the bank statement dated the day of debiting and its attachment or by means of the original of any other bank document confirming the debiting/transfer within the time limit set out in this contract. The Customer and the financial institution shall ensure transparent management of the security deposit in a separate account. Any fees, costs, expenses and interest income charged on the security deposit shall be borne by the Customer. The Customer and the Supplier shall enter into a security deposit agreement with each other.

The amount frozen shall be irrevocable, unconditional, payable on first demand and without any further investigation. Once the security deposit has been used, the amount of the security deposit must be replenished to its original level.

The release of the account may take place on the basis of a duly signed letter issued by the Supplier. If the Customer has fulfilled all his obligations, the Supplier may not withhold the release letter without justification.

Conditions for access:

- it is proved by the Supplier that the crediting of the financial settlement initiated by the Customer has not taken place on the due date of the invoice,

■ the Supplier shall be obliged to send a written notice with an acknowledgement of receipt to the Customer demanding financial performance on one occasion, and

■ the crediting to the Supplier's account is not received on the third business day after the receipt of the registered letter with a proof of receipt by the Customer.

(b) The Customer shall indicate to the Supplier the bank from which he intends to obtain the bank guarantee. The Supplier shall either approve it or, if it rejects it, shall at the same time determine which banks' issued bank guarantee it will accept, after having examined the banks indicated by the Customer. The bank guarantee shall be for a fixed amount, and be valid for a fixed period of time, to be determined by the Supplier, and shall indicate the Supplier as beneficiary. The Supplier accepts as financial security a bank guarantee in which the bank gives an unconditional and irrevocable undertaking to fulfil the claim notified by the Supplier without verification of the underlying legal relationship, within 3 banking days at the latest. The Supplier shall specify the conditions set out herein in its written claim request to the Customer.

(c) The Customer shall provide the Supplier with a declaration of directly enforceable suretyship for a specified amount, with a content and wording agreed in advance with the Supplier and signed by the owner(s) or parent company(ies) of the Customer, in which the signatory(ies) undertake(s) to fulfil all payment obligations arising from the contract between the Customer and the Supplier in accordance with the Civil Code rules on directly enforceable suretyship. The Supplier also reserves the right to carry out a qualification of the guarantors and, on the basis of this, to determine the exact terms of the directly enforceable suretyship.

(d) The Customer shall ensure that, upon request from the Supplier, the Supplier may initiate an immediate direct debit order against the Customer's specified bank account. To this end, the Customer shall provide the Supplier, by the deadline specified in Section 7.2, with a duly signed authorisation letter that allows the Supplier to submit an immediate direct debit order, and certifying acceptance by the account keeping credit institution.

7.3 The Supplier may use the amount of the security or bank guarantee, its right of immediate direct debit order to satisfy any claims (energy tariff, balancing energy tariff, penalty, compensation, default interest) arising from the contract for the purchase of electricity or the balance unit membership agreement, or call on the direct guarantor to satisfy these amounts.

7.4 In the event of termination of the contract the unused amount of the financial security shall be returned and/or the bank guarantee contract shall be terminated. Unless otherwise agreed, the financial security shall be secured until the termination of the contract or until the financial settlement of the contract. If the bank guarantee is due to expire before the termination of this contract, the Customer shall submit a bank guarantee complying with the above Section 7.2 (b) at least 30 days before the expiry of the guarantee or provide the financial security in the form of a security deposit or a parent company/owner's directly enforceable suretyship. The Supplier shall invite the Customer to do so in due time.

8 BREACH OF CONTRACT AND ITS CONSEQUENCES

8.1 Breach of contract

Any breach by either Party of its obligations under this contract, in particular any failure or delay in performance, shall give rise to the payment of damages or to the extraordinary unilateral termination of the contract by the other Party in accordance with this contract.

In the event of a breach of contract, the party in breach shall be liable to compensate the other party for the proven damage caused to it in excess of the amount provided for in this contract, unless it proves that, in order to perform the contract, it proceeded with the care that is generally expected under the given circumstances.

The Parties shall be exempted from the consequences of a breach of contract if they prove that it was due to force majeure.

8.2 Initiation of suspension of the electricity service In the event of payment default by the Customer the Supplier may initiate the disconnection or suspension of the electricity service with the distribution network licensee. Preceding this, however, the Supplier shall request the Customer, in writing, to pay and to foresee the suspension of the service as a possible consequence, subject to setting a deadline. The Customer shall be entitled to request conciliation regarding the payment default, which the Supplier may not refuse.

The distribution network operator shall disconnect or suspend the Customer from the electricity supply in accordance with its General Terms and Conditions and shall only reconnect the Customer at the initiative of the party that initiated this disconnection or suspension. The Supplier shall initiate the reconnection of the Customer or the lifting of the suspension if the Customer settles the debt in full and, if requested by the Supplier, provides the Supplier with the financial security required.

9 TERMINATION OF THIS CONTRACT

9.1 Termination of this contract

This contract shall terminate:

- in the event of the Parties' mutual agreement, on a date to be fixed in the written agreement of the Parties;
- at 24:00 p.m. on the expiry date of the contract without any separate legal action;

9.2 A contract for a fixed term cannot be terminated by ordinary notice.

9.3 Termination of a contract concluded for an indefinite period by ordinary notice

9.2.1 Termination by the Supplier

9.2.2 The Supplier may terminate a contract concluded for an indefinite period unilaterally by giving 60 days' notice to the last day of the month. Termination by the Customer

9.4 The Customer may terminate a contract concluded for an indefinite period unilaterally by giving 60 days' notice to the last day of the month. Extraordinary unilateral termination

In the event of a serious breach of contract, the Party affected by the breach of contract may terminate this contract by unilateral declaration in writing to the Party in breach by the end of the month or to the day of suspension of network use or termination of the network connection or network use contract.

9.3.1 In particular, but not limited to these, the Supplier may terminate the contract by extraordinary unilateral termination where

- (a) it is established during the period between the entry into force of the contract and the start of delivery that the Customer has a valid and effective contract with another supplier for the duration of the supply (in whole or in part) and the other supplier refuses to switch the Customer,
- (b) the Customer infringes the exclusive supply right of the Supplier pursuant to Section 3.2.1,
- (c) the Customer fails to comply with its payment obligations as set out in Section 5,
- (d) the events set out in Section 3.2.4 occur,
- (e) the Customer fails to comply with its obligations under Sections 3.2.5. and 3.2.6,
- (f) the Customer files a petition for bankruptcy with the competent court; or the Customer's insolvency is declared by a final order of a competent court and liquidation proceedings are opened against it; or the Customer's authorised body decides that the Customer shall cease to exist without legal successor.
- (g) If, upon the request of the holder of a trading licence, he does not provide the certificate proving that he has no debts arising from his previous commercial/universal/public utility legal relationship.

9.3.2 The Consumer may terminate this contract with extraordinary unilateral termination in particular, but not limited to, where

- (a) the Supplier suspends or discontinues its activity for a period exceeding 10 calendar days, or its supplier licence has been revoked,
- (b) the Supplier fails to meet its payment obligations to the Customer,
- (c) the Supplier files a petition for bankruptcy with the competent court; or the Supplier's insolvency is declared by a final order of a competent court and liquidation proceedings are opened against the Supplier; or if the general meeting of the Supplier's members has passed a resolution declaring the Supplier to be dissolved without legal successor;

9.5 Consequences of extraordinary unilateral termination

9.4.1 Consequences of the Supplier's extraordinary unilateral termination

In the event of extraordinary unilateral termination by the Supplier as provided for in Section 9.3.1, the Customer shall pay to the Supplier a frustration penalty in accordance with the rules applicable to payments. The amount of the frustration penalty shall be the product of the quantity of electricity corresponding to 80% of the forecast consumption (if the forecast is for the entire contractual period, then the *pro rata temporis* part of the forecast quantity) as specified in the offer or contract, and the unit price specified in the specific terms and conditions of the contract for the purchase of electricity for the period between the date of expiry of the supply period specified in the contract and the termination of the contract.

9.4.2 Consequences of the Customer extraordinary unilateral termination

In the event of extraordinary unilateral termination by the Customer as provided for in Section 9.3.2, the Supplier

shall pay the Customer a frustration penalty in accordance with the rules applicable to payments. The amount of the frustration penalty shall be the product of the quantity of electricity corresponding to 80% of the forecast consumption (if the forecast is for the entire contractual period, then the *pro rata temporis* part of the forecast quantity) as specified in the offer or contract, and the unit price specified in the specific terms and conditions of the contract for the purchase of electricity for the period between the date of expiry of the supply period specified in the contract and the termination of the contract.

10 CONFIDENTIALITY

The Parties shall treat as confidential all information, documentation, data, professional solutions and know-how which have come to their knowledge and which have been classified in writing by either Party as trade secrets or are classified as such by law. The Parties shall ensure that no third party other than themselves or their employees can have access to such information without the prior written agreement of the Parties.

The Parties shall use the documents and information relating to the contract solely for the purpose of performing the contract and for the purposes set out therein, and they shall be entitled to monitor compliance with this on an ongoing basis. Neither Party shall disclose such information or make it available to third parties without the prior consent of the other Party, unless ordered by a court or other authority with binding effect under applicable and effective legislation. The Parties shall immediately inform each other thereof in writing, simultaneously sending the relevant court or other authority decision.

Information which is already in the public domain shall not be considered confidential. The public domain nature of a piece of information shall be proved by the party that relies on it. Until proven otherwise, any document, know-how or data of any party and any information relating thereto shall be considered confidential.

In the event of a breach of confidentiality by either Party, the breaching Party shall be liable to compensate the other Party for any damage suffered as a result in accordance with the provisions of the Civil Code.

The Parties shall comply with the provisions of this Section, even in the event of termination of the contract, for a period of two years from the date of termination.

Unless otherwise provided by law, this restriction shall not apply to information disclosed to third parties that are affiliates or entities exercising the Supplier's ownership rights.

11 FORCE MAJEURE

Force majeure shall mean any extraordinary event occurring after the conclusion of the contract which makes performance impossible or delays performance, which could not have been foreseen or avoided by the contracting parties and which is not attributable to their own negligence or fault. Such events may include, but are not limited to, natural disasters, fire, explosion, flood, strike, accident, riot, civil commotion, embargo, revolution, earthquake, epidemic, action by lawful authorities after the entry into force of the contract, ban on export-import, blockade of ports, docks, canals, radioactive or chemical pollution. For the sake of certainty, lack of financial

resources or inability to use the contracted quantity shall not be considered force majeure, provided that it is not a consequence of those listed in the preceding paragraph.

The Parties shall not be liable to each other, nor be in default or in breach of contract if the performance of their obligations is determined by such force majeure event.

If a force majeure event occurs, the party relying on it shall immediately notify the other party in writing without delay and the parties shall consult each other as soon as possible to agree on the continuation of the performance of the contract and on any other matters deemed essential by either party.

In the event of force majeure, the time limits for the performance of the contract shall be extended by the period during which the contract cannot be performed due to the event constituting force majeure, if performance is at all possible in physical terms.

If, due to a force majeure event, either party is unable to fulfil its obligations under the contract and these circumstances persist for 30 days, either party may unilaterally terminate this contract with immediate effect by giving a written notice to the other party. The pro rata payment of any fees which have not yet become due and payable in accordance with the performance shall become due upon exercising the right of unilateral termination with immediate effect.

The Parties shall also notify the System Operator without delay of any force majeure event under this Chapter. In matters related to the execution of commercial transactions affected by a force majeure event and the continuance of supply rights, the Parties shall act in accordance with the decision and action of the System Operator.

The Parties shall not be liable for any damage resulting from the implementation of the lawful measures within the competence of the System Operator under the electricity supply codes.

The Contracting Parties shall make the recognition of force majeure conditional upon the following additional conditions:

- the Party concerned shall notify the other Party in writing and provide detailed information within 5 working days of the force majeure situation;
- the Party concerned shall use all reasonable efforts to remove the impediment to performance; and
- none of the foregoing shall relieve the Party from its obligations prior to the occurrence of the force majeure situation.

If the duration of the force majeure event under this Chapter exceeds a continuous period of 30 calendar days, either Party shall be entitled to terminate this Agreement unilaterally with immediate effect without any legal consequence.

The Party relying on force majeure shall also notify the other Party without delay of the termination of the force majeure event. In the event of a delay in giving such notice, the defaulting Party shall be liable to the other Party for any resulting damage in accordance with the rules of civil law.

12 CHANGE IN LEGISLATION

12.1 Where, after the effective date of this Contract, there is a change in the legislation governing this Contract or the

operation of the Parties, or if the Supply Codes are substantially amended in a manner affecting the Parties, and this

■ results in the performance of any obligations by either Party under this Contract becoming illegal or unenforceable; or

■ materially prejudices the rights of either Party under this contract or increases the obligations of either Party under this contract;

the Parties shall notify each other of any relevant change in legislation and its effect on this contract.

12.2 In such cases, the Parties shall engage in negotiations in good faith, for a maximum of 30 days after notification, on what amendments to the contract are necessary. The Parties shall use their best efforts to amend this contract to best reflect the intentions of the Parties at the time of the conclusion of this contract. If the Parties do not reach an agreement, they shall, at their option, either proceed in accordance with the contractual rules governing the settlement of disputes or terminate the contract by mutual consent.

13 COOPERATION OF THE PARTIES

The Parties shall cooperate with each other during the entire term of this contract and to communicate to the other Party in writing within a reasonable period of time all relevant information, data and changes concerning the performance of the provisions of the contract. At the initiative of either Party, the other Party shall participate in a conciliation procedure relating to the performance of the contract.

14 SEVERABILITY

If any provision of this contract is inapplicable (unenforceable) or becomes invalid, this applies only to that provision and shall not mean the invalidity or unenforceability of the entire contract or any other provisions of it. The parties undertake to engage promptly in good faith negotiations in order to replace the invalidated provision with another provision.

15 STATEMENTS AND WARRANTIES

By signing this contract, the contracting Parties acknowledge and declare that they are lawfully operating and registered companies that are not subject to bankruptcy or liquidation.

The contracting Parties declare that there are no pending or otherwise threatening legal or other proceedings against them which would jeopardise the performance of this contract.

The contracting Parties declare that representatives acting and signing on their behalf have all the legal or other organisational authority to assume the obligations arising from this contract.

All notices, statements or invoices sent by one of the Parties to the other Party shall be in writing and shall be served in person, by mail (priority mail or courier, postage prepaid), by facsimile or by electronic mail (e-mail). Written notices and declarations shall be deemed to be received and effective as follows:

- In the case of delivery in person, at the time of delivery;

- If delivered by courier on a business day, on the day of delivery; if delivered on a day other than a business day, on the first business day after the day of delivery;
- if sent by priority mail, on the 2nd working day after the day of posting, or, if sent from one country to another, on the 5th working day after the day of posting; or
- if transmitted via fax and the machine generates a valid transmission report confirming good receipt, if transmitted before 16:00 p.m. (recipient's time) on a working day, on the day of transmission, or otherwise at 9:00 a.m. (recipient's time) on the first working day following the transmission
- if delivered by electronic mail and the receiving party's mail system generates a delivery confirmation receipt, if transmitted before 16:00 p.m. (recipient's time) on a business day, at 9:00 a.m. (recipient's time) on the day of transmission or, otherwise, on the first business day following the transmission.

The Parties shall communicate any notice to each other in writing. Notices shall be sent by registered mail (by registered mail or service with proof of receipt, if necessary), postage prepaid, addressed to the registered address specified in this contract, or to the fax number or e-mail address of the contact person specified in the contract entitled "Specific Terms and Conditions of the Contract for the Purchase of Electricity". The notice prior to the suspension or disconnection of the Customer and the termination of the contract shall be sent by the Supplier by registered letter with a proof of receipt.

16 ASSIGNMENT OF RIGHTS AND OBLIGATIONS

16.1 The Parties undertake to notify the other Party in writing of their intention to assign the rights and obligations provided for in this contract, even if they are assignable by law. Except in the case of succession by operation of law, and in the absence of any other agreement, the validity of an assignment shall be conditional upon the other Party's written consent within 15 days of its notification. If the Party entitled to grant consent does not give its consent in writing within 15 days, it shall be deemed not to have given its consent to the assignment. The rights and obligations of the Supplier may be transferred to a third party without the consent of the Customer, provided that the third party is an affiliated or associated company of MVM Next Energiakereskedelmi Zrt. pursuant to Act C of 2000 on Accounting.

16.2 The Customer undertakes that, in the event of the sale, lease or use of the service locations supplied under this contract, or in any case where the possession, use or right of disposal of the whole of the service locations would be vested in a third party other than the Customer, the Customer shall notify the Supplier at least 15 days prior to the conclusion of any agreement to this effect.

In such a case, the Supplier shall be entitled to initiate a renegotiation of this contract, if necessary with the involvement of the third party(ies) concerned.

If the Parties fail to reach a result acceptable to all Parties within 30 days of the renegotiation, they shall proceed in accordance with the contractual rules governing the settlement of disputes or may terminate the contract by mutual agreement

17 DATA PROTECTION

By signing the Contract, the Customer agrees that the personal data voluntarily provided by him in the Contract and which necessarily come to the knowledge of MVM Next Energiakereskedelmi Zrt. in connection with the performance of the Contract, shall be processed by MVM Next Energiakereskedelmi Zrt. and/or its agent in accordance with the legislative provisions for the purpose of the performance of the Contract, for the duration of the Contract and any related enforcement of interests. The Customer consents to the transfer of his data referred to in this Section to the agent of MVM Next Energy Trading Ltd. (for collection of fees).

MVM Next Energiakereskedelmi Zrt. shall treat the customer status (the fact of conclusion and existence of the universal service contract, the content elements of the universal service contract not available to the public by law or otherwise) of non-natural persons as trade secrets. Neither party may disclose or grant access to any trade secret to any third party(ies) without the prior written approval of the other party. This provision shall not apply to any information that MVM Next Energiakereskedelmi Zrt. is to provide to third parties providing legal, financial-accounting, insurance or financial or ancillary financial services on the basis of a contract. Furthermore, unless otherwise provided by law, this restriction shall not apply to any information provided to third parties that are affiliated with or exercise ownership rights in MVM Next Energiakereskedelmi Zrt.

MVM Next Energiakereskedelmi Zrt.

(a) shall comply with its prior and transparent information obligation, in line with the recommendations of the NAIH, in relation to the personal data it processes in the context of the provision of electricity services in accordance with Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46/EC (General Data Protection Regulation) and Act CXII of 2011 on the right to information self-determination and freedom of information (Infotv.) in the General Privacy Notice on the processing of data related to the performance of the electricity trading contract, which is an annex to the Data Protection and Data Security Policy and is also available separately on the website and in the customer service offices of MVM Next Energiakereskedelmi Zrt.

(b) shall fulfil its obligation to provide transparent, prior information in accordance with the General Data Protection Regulation and the Infotv. on the personal data it processes in connection with voice telephony, in line with the recommendation of the NAIH, in the Voice Recording Data Processing Notice on the processing of voice telephony data, available on its website and in its customer service offices.

18 GOVERNING LAW, DISPUTE RESOLUTION

In matters not regulated in the contract, the applicable Hungarian substantive law rules shall prevail, primarily the provisions of the Civil Code (Act V of 2013), the provisions of the VET and other regulations issued for the implementation of the VET, the supply codes, and the Standard Service Agreement of the Supplier adopted by MEKH.

The contracting parties shall seek to settle any dispute between them concerning the interpretation, performance or termination of the contract by amicable negotiation. If this fails, the contracting parties shall, in the case of Customers eligible for universal service, submit any dispute relating to the contract to the ordinary courts having jurisdiction and competence under the general rules. In case of Customers not eligible for universal service, the Parties stipulate the exclusive jurisdiction of

the Szeged District Court or the Szeged Regional Court, depending on the value of the dispute.

All pages of this contract - which is drawn up in 2 copies, identical to each other verbatim - have been duly signed by the Parties, through their duly authorised representatives, after having read and understood it as fully conforming to their intentions.

Company name

Effective date: 1 January 2022

MVM Next Energiakereskedelmi Zrt.



TECHNICAL TRANSLATION

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This translation shall in no way replace attested
translation.

Annex M.6

Charges for certain activities related to electricity retail activities

Charges for certain activities related to electricity retail

I Conditions of application of charges

These charges are related exclusively to the electricity retail activities of MVM Next Energiakereskedelmi Zrt. The charges of activities pursued under a distribution network operating license and the conditions of order are included in the standard service agreement of the regionally competent distribution network operator. (Distribution network operator's activities include, but are not limited to the following activities: works on metering points, works on interconnection facilities and public utility systems).

If MVM Next Energiakereskedelmi Zrt. is listed in the User's contract for the purchase of electricity as an agent regarding distribution contracts and the mandate covers this, MVM Next Energiakereskedelmi Zrt. may invoice the activities performed by the distribution network operator to the User as mediated services. Irrespective of the mandate, the distributor may also invoice the User directly, on the basis of which the User shall pay the distributor directly.

No additional charge may be charged to the User for services provided in connection with changing retailers.

If the User requests information, MVM Next Energiakereskedelmi Zrt. shall provide information on the current tariffs, the conditions of ordering and cancellation.

Gross charges are calculated with a VAT rate of 27% of the net (exclusive of VAT) charges.

MVM Next Energiakereskedelmi Zrt. shall have the power, pursuant to legislation, to set the charges and charge application conditions and publish them in its customer service offices and on its website.

For consumers other than household consumers:

Requesting an invoice copy, consumption analysis and invoice analysis regarding any service location and invoice are subject to payment of a charge.

II Reimbursement of costs in case of breach of contract

The costs incurred due to the User's breach of contract shall be recovered by MVM Next Energiakereskedelmi Zrt. from the User. Costs incurred due to late payment are shown in the relevant table. In other cases, the specific costs actually incurred will be charged.

If the User requests information, MVM Next Energiakereskedelmi Zrt. shall provide information on the current tariffs.

MVM Next Energiakereskedelmi Zrt. shall make tariffs available in its customer service offices and on its website.

Gross tariffs included in the table are calculated from the net (exclusive of VAT) charges by applying the VAT rate applicable under the relevant law.

The flat rate collection cost shall be payable in HUF at the official central exchange rate quoted by Magyar Nemzeti Bank (MNB, National Bank of Hungary) on the starting date of the default interest payment obligation. The fulfilment of this obligation shall not provide exemption from other legal consequences of the delay; however, the amount of the flat rate collection cost shall be included in compensation.

This annex to the Standard Service Agreement and its amendment shall not be subject to the approval procedure of Magyar Energetikai és Közműszabályozási Hivatal (Hungarian Energy and Public Utility Regulatory Authority); MVM Next Energiakereskedelmi Zrt. shall have the power, pursuant to legislation, to set the charges and the charge application conditions and to publish them in its customer service offices and on its website.

III Charges imposed for each activity

Net and gross charges for activities on request effective from 1 September 2021		
	Name of activity	Amount of charge net gross
1	Making invoice copies: per invoice. Consumption or invoice analysis: per invoice Issuing copies of the standard service agreement (or parts thereof), other documents and certificates: per page	HUF 1000 HUF 1270
2	Reconnection of the service location after its lawful (shutdown) disconnection from electricity supply	On the basis of the standard service agreement of the regionally competent distribution network operator
3	One-off charge for acting as agent	HUF 0 HUF 0

IV Charges imposed for contract breaches

Gross tariffs included in the table are calculated from the net (exclusive of VAT) prices by applying the VAT rate of 27% in conformity with the applicable law.

Net and gross amounts of costs to be charged in the event of contract breach by the User effective from 1/9/2021		
	Description	Amount of charge net gross
1	Cost of a non-registered mail sent for a breach of contract (e.g. late payment)	HUF 175 HUF 222

2	Cost of a registered mail sent for a breach of contract (e.g. late payment)	HUF 526 HUF 668
3	Cost of an e-mail sent for a breach of contract (e.g. late payment)	HUF 47 HUF 60
4	Flat rate of disconnection for consumers other than household consumers, if disconnection is initiated, per occasion	HUF 10,000 HUF 12,700
5	Other costs incurred as a result of breach of contract Actual costs incurred	
6	Distributor activities ordered for the purpose of disconnection and reconnection	In accordance with the standard service agreement of the competent distribution network operator
7	Flat rate collection cost for consumers other than household consumers	An amount in HUF equivalent to EUR 40,00 (calculated at the official central exchange rate quoted by MNB on the start date of default)

Effective: from 1 January 2022

MVM Next Energiakereskedelmi Zrt.



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MVM Next Energiakereskedelmi Zrt. Electricity Standard Service Agreement Annex M.7

Annex M.7

Rules of Procedure for Guaranteed Services

Minimum requirements, affecting individual users, for conducting such activities by the electricity retailer that are subject to authorisation

1.1 Definitions

The definitions shall have the meaning defined in Act LXXXVI of 2007 on Electricity (hereinafter the VET) and Government Decree 273/2007 (X.19.) on the Implementation of certain provisions of the VET (hereinafter the Vhr), as well as the definitions defined below:

1.1.1 Minimum Quality Requirement:

of the activities of MVM Next Energiakereskedelmi Zrt., the requirements specified under Point 1.2. of this Annex by the Office pursuant to VET Section 159(1)13 and Vhr Section 117(1).

1.1.2 Guaranteed Services:

the quality indicators for individual users (minimum quality requirements, expected standard) that MVM Next Energiakereskedelmi Zrt. shall include in its Standard Service Agreement and in the event of non-compliance therewith, it shall pay the user concerned a contractual penalty.

1.1.3 Contractual Penalty:

in the event of late or defective performance of any points of the Guaranteed Services (GS) or performance thereof not in compliance with this annex (hereinafter referred to as default), MVM Next Energiakereskedelmi Zrt. shall pay contractual penalty as set out in this annex automatically or upon request of the user concerned, after the verification procedure.

1.1.4 Vandalism:

if late or defective performance of the Guaranteed Services or their performance not in compliance with this annex is proven (e.g., by a police report) to have been caused by vandalism.

1.1.5 Number of Incidents:

the number of incidents or events falling under each GS point, affecting one or more users.

1.1.6 Number of Issues:

the total number of user affected by all incidents under a given GS point.

1.1.7 Documented Inquiry:

a written inquiry received by post, handed over in person and received with acknowledgement, or sent by electronic mail or fax or made in person or by phone, which cannot be dealt with immediately in the administrative procedure and which is available for checking and traceable on the reporting form or in the IT system. The rules of procedure for documented inquiries are set out in the Standard Service Agreement.

1.1.8 *Accumulated Debt:*

the amount of the invoice debt indicated in the disconnection notification which, according to the Standard Service Agreement, is the reason for disconnection and the default interest notified in advance. These items of debt are included in the notification sent prior to disconnection.

1.1.9 *Other Low-Voltage User:*

all low-voltage final customers that are not household customers within the meaning of VET Section 3(42).

1.1.10 *Other Medium-Voltage User:*

all medium-voltage final customers that are not household customers within the meaning of VET Section 3(42).

1.2 Guaranteed Services of licensed electricity retailer MVM Next Energiakereskedelmi Zrt.

Licensed electricity retailer GS number	Description of Guaranteed Service
K.I	<p>Disclosure of information in response to a documented inquiry MVM Next Energiakereskedelmi Zrt. shall reply within 15 days of receipt of any documented inquiry related to electricity supply. If an inquiry is documented by MVM Next Energiakereskedelmi Zrt., but relates to the activities of the distribution network operator, MVM Next Energiakereskedelmi Zrt. shall ensure that the request is forwarded to the other license holder within 8 days and that the user is simultaneously notified thereof. The time limit for replying shall be counted from the date of delivery to the competent license holder. If MVM Next Energiakereskedelmi Zrt. and the distribution network operator are both affected by the request, they shall have substantive consultation with each other within 15 days. The time limit for replying shall be counted from the closing of consultations. A reply shall be given within a maximum of 30 days from the date of filing the enquiry.</p>
K.II	Refund in case of incorrect invoicing

	MVM Next Energiakereskedelmi Zrt. shall refund – by way of the user’s payment method – any overpayment within 8 days after the invoice claim has been found legitimate.
K.III	Initiation of user’s reconnection Following the confirmed settlement of the accumulated debt in full and if there is a valid contract, MVM Next Energiakereskedelmi Zrt. shall initiate reconnection with the distribution network operator within 24 hours of becoming aware thereof.
K.IV	Unlawful disconnection In the event of an unlawful disconnection, MVM Next Energiakereskedelmi Zrt. shall pay Contractual Penalty.

1.3 Information obligations related to Guaranteed Services

In addition to including the Guaranteed Services in the Standard Service Agreement, MVM Next Energiakereskedelmi Zrt. shall publish them at least once a year in a newsletter attached to the invoice or in a separate newsletter.

Contractual Penalty payable to individual users by MVM Next Energiakereskedelmi Zrt. in the event of non-performance of Guaranteed Services

1 The obligation of MVM Next Energiakereskedelmi Zrt. in the event of non-performance of the Guaranteed Services

In the event of non-performance of the Guaranteed Services, MVM Next Energiakereskedelmi Zrt. shall automatically – without being notified of the user’s claim for contractual penalty – pay contractual penalty to the user pursuant to Clause 4.

2 The system and scope of Guaranteed Services

The scope of the Guaranteed Services extends to users having a contract with MVM Next Energiakereskedelmi Zrt.

3 Method of payment of the contractual penalty in case of non-performance of the Guaranteed Services

GS number	Description of Guaranteed Service	Contractual penalty payment
K.I	Disclosure of information in response to a documented inquiry	automatic
K.II	Refund in case of incorrect invoicing	automatic
K.III	Initiation of user’s reconnection	automatic
K.IV	Unlawful disconnection	automatic

Table 1

4 Contractual Penalty payable for non-performance of the Guaranteed Services

The amount of Contractual Penalty payable, subject to the voltage level of the connection point and the classification of the user, for the non-performance of the Guaranteed Services are included in Table 2. The Contractual Penalty shall be paid in one lump sum to the eligible user.

PAYMENT OF CONTRACTUAL PENALTY FOR GS K.I-K.IV	HOUSEHOLD CUSTOMER	OTHER USER	
Automatically paid in response to user claim from the time limit set in Point 3, Annex B	HUF 5,000	Low-voltage	HUF 10,000
		Medium-voltage	HUF 30,000

Table 2

5 Method of Contractual Penalty Payment

Unless otherwise provided for in the contract for the purchase of electricity, MVM Next Energiakereskedelmi Zrt. shall pay contractual penalty as provided for in its Standard Service

Agreement – and in compliance with its internal procedures, including the possibility of a staff decision to reduce the administrative expenditure –, within the time limit provided for in Section 6. The user shall be notified in a verifiable manner of the payment of the contractual penalty and the non-performance of the Guaranteed Service.

The payment of a contractual penalty to the User in the event of non-performance of the Guaranteed Service does not disqualify the User from enforcing his/her claim vis-a-vis the liable party (e.g. by mutual agreement, court action or through the competent Arbitration Board), regardless of his/her right to the contractual penalty.

6 Deadline for Contractual Penalty payment

In the case of automatically payable Contractual Penalty, the 30th calendar day from the starting date of default.

7 Liability in cases where an agent is acting

If MVM Next Energiakereskedelmi Zrt. uses an agent for the provision of the Guaranteed Services, MVM Next Energiakereskedelmi Zrt. shall be liable for the agent's actions in relation to the points of Guaranteed Services as if they had been performed by MVM Next Energiakereskedelmi Zrt. itself.

8 Exemption from the obligation to pay Contractual Penalty

In the event of vandalism, MVM Next Energiakereskedelmi Zrt. shall not be held liable for the non-performance of Guaranteed Services and MVM Next Energiakereskedelmi Zrt. shall have no obligation to pay Contractual Penalty. The user filing a claim shall be informed thereof in a verifiable manner.

Procedure for the Guaranteed Services offered by the electricity retailer

GS K.I Disclosure of information in response to a documented inquiry

Documented inquiry: a written inquiry received by post, handed over in person and received with acknowledgement, or sent by electronic mail or fax or made in person or by phone, which cannot be dealt with immediately in the administrative procedure and which is available for checking and traceable on the reporting form or in the IT system. The rules of procedure for documented inquiries are set out in the Standard Service Agreement of MVM Next Energiakereskedelmi Zrt.

Date of receipt: the date of registration of the incoming inquiry (date stamped thereon by the registry, or date of receipt of the electronic mail) or other verifiable, retrievable date of registration.

Date of reply: date of posting the outgoing reply mail. In the case of a personal reply, the date indicated on the recorded (electronic) document as the date on which the case was answered. In the case of reply by telephone or other means, MVM Next Energiakereskedelmi Zrt. shall provide confirmation following its internal procedures.

Reply: documented information provided in written or electronic form, in person or by telephone, or by other verifiable and retrievable means.

The License Holder shall reply within 15 days: If MVM Next Energiakereskedelmi Zrt. receives a documented inquiry concerning its activities, it shall respond within 15 days.

If the documented inquiry is received by the distribution network operator but concerns the activities of MVM Next Energiakereskedelmi Zrt., the distribution network operator shall forward it to MVM Next Energiakereskedelmi Zrt. within 8 days and notify the user thereof. In this case, the 15-day time limit for replying is counted from the date of receipt by MVM Next Energiakereskedelmi Zrt. (in this case, the customer shall still be provided with a reply within a maximum of 23 days from the date of receipt of the inquiry).

If the reply concerns both MVM Next Energiakereskedelmi Zrt. and the distribution network operator, and replying cannot be split between the license holders or by splitting the tasks of replying, the license holders have 15 days to jointly work out a reply and 15 days to send the reply (in this case a reply shall be sent to the user within a maximum of 30 days from the date of receipt of the inquiry) and the user shall be notified thereof.

Proof of the Guaranteed Service: a comparison of the date of registration of the incoming inquiry and the date of posting a reply. If the same user makes a new notification after 23 days

– or even repeated every 23 days – because s/he has not received a reply, s/he is entitled to repeated and multiple contractual penalties. Any request from a user that occurs after 23 days is considered a new case.

The rules of contractual penalty payment: MVM Next Energiakereskedelmi Zrt. shall automatically arrange for the payment of the contractual penalty if the time limit is not met.

GS K.II Refund in case of incorrect invoicing

Determination of legitimacy: in the case of incorrect invoicing of electricity to the user's detriment, the legitimacy of the invoice claim must be determined within 15 days.

In the case of the right to invoicing the network access fee (contract of agency), the license holders have eight days for holding consultations. The distribution network operator shall determine the legitimacy of any network access fee invoice claim within 15 days, therefore, the legitimacy of the invoice shall be determined within 23 days of the receipt of the user's invoice claim by MVM Next Energiakereskedelmi Zrt.

In the event legitimacy is affirmed related to a meter review, the time limit applicable to distribution network operators shall be extended as provided for in Point XI of the GS. The distribution network operator shall notify the user's retailer in writing within 8 days of the result of the settlement with the user for incorrect metering and of the legitimacy of the refund. (The guaranteed services of the distribution network operator are set out in the distributor's Standard Service Agreement.)

within 8 days: any refund shall be made within 8 days of the date on which the legitimacy of the invoice claim is affirmed, on the basis of the user's feedback (either by telephone or email) and according to the user's method of payment (transfer to a current account, or in the case of a natural person, payment by postal order in accordance with the provisions of MNB).

Proof of the Guaranteed Service: where legitimacy is affirmed, a comparison of the date of the outgoing reply and the date of the document proving that the refund has been made.

Refund in case of incorrect invoicing: repayment of the amount unduly included in the user's invoice and paid by the user within the time limits set by MVM Next Energiakereskedelmi Zrt.

The rules of contractual penalty payment: MVM Next Energiakereskedelmi Zrt. shall automatically arrange for the payment of the contractual penalty if the time limit is not met.

K.III Initiation of user's reconnection

Complete and credible proof: documented payment at the retailer customer service office of MVM Next Energiakereskedelmi Zrt. or at the department specified by NKM Energia Zrt.

Proof of Guaranteed Service: a comparison of the earlier of the date of presenting a complete and credible proof that the user has paid his/her accumulated debt at the place and in the manner as set out in the Standard Service Agreement of MVM Next Energiakereskedelmi Zrt., its date of receipt or the date of the bank crediting the debt to the account of MVM Next Energiakereskedelmi Zrt. and the date of the initiation of the reconnection as recorded in the document or electronic form confirming the initiation of the reconnection by MVM Next Energiakereskedelmi Zrt.

MVM Next Energiakereskedelmi Zrt. shall initiate reconnection if the user orders the reconnection in accordance with the provisions of the Standard Service Agreement and if s/he has a valid contract.

Documentation of times shall include hours.

The rules of contractual penalty payment: MVM Next Energiakereskedelmi Zrt. shall automatically arrange for the payment of the contractual penalty if the time limit is not met.

K.IV Unlawful disconnection

Unlawful disconnection: MVM Next Energiakereskedelmi Zrt. violates the disconnection provisions of the law or its Standard Service Agreement.

Document confirming an unlawful disconnection: a document issued by MVM Next Energiakereskedelmi Zrt. following its own investigation based on customer inquiry contesting the lawfulness of disconnection, or, in the event of a dispute between the user and MVM Next Energiakereskedelmi Zrt., a written decision of the Office.

The rules of contractual penalty payment: MVM Next Energiakereskedelmi Zrt. shall automatically arrange for the payment of the contractual penalty if the time limit is not met.

Effective: from 1 January 2022

MVM Next Energiakereskedelmi Zrt.



TECHNICAL TRANSLATION

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MVM Next Energiakereskedelmi Zrt. Electricity Standard Service Agreement Annex M.8

Annex M.8

Customer service units of MVM Next Energiakereskedelmi Zrt.

Customer service units of NKM Energia Zrt.

The current opening hours can be checked on the website of MVM Next Energiakereskedelmi Zrt., or can be requested by phone and are posted in the customer service offices.

The contact details for residential and non-residential users other than the following customer service offices are included in Point 4 of the body text of the Standard Service Agreement.

1 For users eligible for universal service

Call centre

Household customers: +36 (1/20/30/70) 474 9999

For customers other than household customers: +36 62 565 901

Written inquiries and online customer service

Mailing address:

Household customers: 1439 Budapest, Pf. 700

For customers other than household customers: 6724 Szeged, Kossuth L. sgt. 64-66.

Online customer service:

www.mvmenergiakereskedo.hu

www.mvmenergiakereskedo.hu/villamosenergia/online-ugyintezes

Customer contact office:

Customer service office: Budapest

2 Livee user household customers

Call centre

Telephone: +36 (1) 8587028

Written inquiries and online customer service

Mailing address: 1439 Budapest, Pf. 700

Online customer service: www.livee.hu

Email: ugyfelszolgalat@livee.hu

Customer contact office:

Customer service office: Budapest

Effective: from 1 January 2022

MVM Next Energiakereskedelmi Zrt.



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Annex M.9 to the General Rules of Business of Electricity Distribution

Annex M.9

MVM Next Energiakereskedelmi Zrt.

**General and Specific Terms and Conditions of Purchases of Electricity by Household
Consumers**

Specific terms and conditions of purchases of electricity by household consumers Received: Bar code:	Contract number:	
	Business partner number:	

This contract has been concluded by and between

Consumer, of the one part

Name:	
Name at birth*	
Mother's name at birth	
Place and date of birth	
Permanent address:	
Invoicing and notification address:	
Telephone number*	
E-mail address*	
Bank account number*	
Method of invoicing**	Paper-based <input type="checkbox"/> Electronic <input type="checkbox"/>
Method of payment**	Transfer <input type="checkbox"/> Direct debit <input type="checkbox"/> Postal order <input type="checkbox"/>

**Put an x as appropriate.

Payor if other than the User

Name:	
Name at birth*	
Mother's name at birth	
Place and date of birth	
Permanent address:	
Invoicing and notification address:	
Telephone number*	
E-mail address*	
Bank account number*	
Method of invoicing**	Paper-based <input type="checkbox"/> Electronic <input type="checkbox"/>
Method of payment**	Transfer <input type="checkbox"/> Direct debit <input type="checkbox"/> Postal order <input type="checkbox"/>

**Put an x as appropriate, of the one part,

of the other part,

Supplier

Name: MVM Next Energiakereskedelmi Zrt.	Tax number: 26713111-2-44
Registered office: 1081 Budapest, II. János Pál pápa tér 20.	Customer service telephone number:
Company registration number: 01-10-140263	
Bank account number:	Contact e-mail address: ugyfelszolgalat@mvm.hu
Mailing address: 1439 Budapest, Pf. 700	Website/General terms of business: www.mvmenergiakereskedo.hu/uzletszabalyzatok

(the Supplier and the Consumer jointly the Parties, each a Party) on the date and at the place indicated below, and under the following terms and conditions:

1 OBJECT OF THE CONTRACT

The object of this contract is the sale and purchase of electricity as a product. Electricity shall be supplied to the sites of consumption as defined in clause 5 **under an overall supply** contract. The Consumer shall be included in the balance unit of the Supplier or in the same balance unit as the Supplier during the term of the contract; in the latter case, the Supplier shall act as a Balance Unit Aggregator, and the Consumer shall authorise the Supplier to conclude a balance unit membership agreement in its name and on its behalf. The Consumer undertakes to pay the price of and the fees related to the electricity sold by the Supplier hereunder in accordance with the provisions of the contract.

The Consumer declares that he/she enters into contract for the purchase of electricity as a household consumer.

2 TERM AND TERMINATION

This contract enters into force when signed by the Parties and received by the Supplier, and the distribution of the product starts at 0:00 on the start date of the purchase of the service. The Parties expressly agree that if the completed and signed contract is received by the Supplier until the 9th day of the given month, the start date shall be the first day of the following month. The start date of any contract received thereafter shall be the first day of the month immediately following the given month.

The contract is made for definite duration expiring on 31st December ____ (hereinafter: the first date of expiry), and unless the Parties agree otherwise, is extended by another 12 months from the first day of the calendar year immediately following the date of expiry of the definite duration until 31 December of the given year. Unless otherwise agreed, the electricity price to be paid by the Consumer shall be the prevailing sales price of the electricity set out in the General Terms of Business of the Supplier. The Parties may make this provision until the 60th day before the expiry of the contract.

3 CONTRACT PRICE AND TERMS OF PAYMENT

3.1 The tariff requested by the Consumer:

3.2 Prices to be paid by the Consumer:

For the period between 01. __. 20__ -12.31.20__

In the absence of a specific agreement the price as per Annex M1

For the period between 01. __. 20__-12.31.20__

In the absence of a specific agreement the price as per Annex M1

3.3 The VAT rate shall be the prevailing VAT rate stipulated by the relevant tax laws. In the case of contracts the effective date of which is the first day of each month the electricity supply fee shall be paid.

An amount which is the product (multiplication) of the standard electricity rate and the consumed quantity shall be paid for the electricity as a product supplied at the connection points of the site of consumption.

Monthly invoices for the electricity consumed at the site of consumption shall be issued on the basis of the metered annual consumption.

The unit price of electricity includes the cost of the energy to be mandatorily taken off under sections 13 and 13/A of Act LXXXVI of 2007 on Electricity (“green energy”).

3.4 The Parties agree that the Supplier shall pay the network access fee due to the regionally competent distributor with the proviso that it shall have the right to invoice the amount paid as the fee of a mediated service.

Further invoicing and payment terms are contained in the General Terms of Contract.

3.5 The Supplier may modify the electricity fees set out in clause 3.2 in respect of the contracts extended after the expiry of the definite duration specified in the contract by sending the Consumer written notification (price notification) or modifying Annex M.1 to the Business Terms and Conditions of Electricity Distribution under the terms and conditions set forth therein. If the Consumer rejects the modified fee, s/he may terminate the contract without cause within 15 days from gaining knowledge of the fee modification. Unless delivery can be proven otherwise, gaining knowledge shall mean the day when official notices are published (at websites, in newspapers or in customer service offices or, in the case of written notification, the 5th working day following the sending of the notification. The contract between the Parties shall terminate by 24:00 hours on the calendar day immediately preceding the entry into force of the modified price (unless the Consumer gains knowledge of the price modification ex post). In the absence of an express rejection the Parties shall deem the modified price applicable.

If only the unit price of the electricity is reduced, the Supplier only needs to inform the Consumer on the fact that the unit price of electricity has been lowered simultaneously with the delivery of the invoice containing the reduced price. The Consumer may also expressly protest the price by applying the rules of termination set forth above with the proviso that, in this case,

the date of the termination of the contract shall be 0:00 hours on the first day immediately following the month concerned.

3.6 Both standard distribution rate and the network access fee are regulated prices, therefore, the Supplier may incorporate any change in them into its invoice upon entry into force of the change.

3.7 Any difference in quantity at the site of consumption shall be settled at the price contracted for the given period.

3.8 The Supplier may offset any overpayment that may be made in the course the settlement against the subsequent invoiced amounts.

4 MISCELLANEOUS

4.1 “The General Terms of Contract of the monthly standard electricity of Electricity by Household Consumers”, which the Consumer has familiarised himself/herself with and accepted as binding on himself/herself, shall constitute an inseparable part of this contract. In the event of any contradiction between the general and the specific terms of this contract, the specific terms shall prevail.

4.2 The termination of the network contract for any reason shall also terminate this contract.

4.3 The Consumer’s declaration on the consumption of electricity for household purposes has been accepted and not reviewed before the execution of the contract by MVM Next Energiakereskedelmi Zrt. If it gains knowledge of the fact that although the consumer is the same at the site of consumption, however, the type of the consumption fails to fit the definition of ‘household consumer’, it notifies the consumer, who may disprove the reclassification within 15 days. If not, MVM Next Energiakereskedelmi Zrt. modifies this clause of the contract unilaterally, i.e. it classifies the site of consumption as ‘non-household’, and the provisions of this contract that pertain exclusively to household consumption shall lose effect.

4.4 The detailed rules on data processing (in general, voice recording) are set out in the Terms and Conditions of Business, and in the Privacy Notices available at the website and in the customer service offices.

4.5 The Consumer takes note of the fact that MVM Next Energiakereskedelmi Zrt. manages his/her data provided above as well as the contact data provided by him/her for liaising and information purposes in compliance with Act LXXXVI of 2007 on Electricity. MVM Next Energiakereskedelmi Zrt. and the competent distributor may manage the data marked by * on the basis of the Consumer’s voluntary approval.

4.6 If the Consumer has provided his/her e-mail address, s/he expressly agrees to . MVM Next Energiakereskedelmi Zrt.'s sending him/her the notification required under section 47(7a) of the Vet. electronically to the e-mail address provided. (The provision of a correct e-mail address is indispensable.) The Parties agree that if any change occurs in the e-mail address, the Consumer shall have sole responsibility for ensuring the continuity of electronic messages. To this end, s/he shall notify the Supplier of the change within 15 days from the entry into force thereof.

(Please put an X in the appropriate box if you do not grant your approval. Consumer Payor)

4.7 The Consumer takes note of the fact that his/her selection of the electronic or cashless payment method only enters into effect if the Consumer fills in the appropriate form for cashless payment , and performs the e-invoice registration after the execution of the contract.

5 DATA OF THE SITE OF CONSUMPTION AND THE METERING POINT

If not all these data can be provided upon the execution of the contract, the Parties agree that after the execution of this contract by both parties, the Supplier and the regionally competent distributor shall clarify the data already provided and record all that have not been recorded before. This, however, shall expressly not be deemed as a contract modification under the agreement between the Parties, and thus shall not affect the validity or the term thereof. The Supplier shall send the Consumer a copy of the completed contract.

5.1 Data of the network distributor supplying electricity to the point of connection at the site(s) of consumption

Name:	
Registered office:	
Contact data of the customer service office:	

5.2 Site of consumption and tariff metering point

Address:	
Identifier of tariff metering point	
Metered annual consumption (kWh)	

6 Final provisions

The Consumer declares that the data provided on the application form are true to facts and s/he assumes responsibility for the veracity thereof.

If it is the Consumer who does the meter reading, the competent distributor reserves the right to check the meter reading data provided above. If false data are provided, the Consumer shall compensate the competent distributor any loss that may arise therefrom. Adjustments shall be made in the case of any difference.

The Consumer takes note of the fact that NKM Energy Zrt. and the competent distributor manage his/her data provided as well as the contact data provided him/her for liaising and information purposes in compliance with Act LXXXVI of 2007 on Electricity.

MVM Next Energiakereskedelmi Zrt. and the competent distributor may manage the data marked by * on the basis of the Consumer's voluntary approval.

Having read and interpreted this contract, the Parties signed it approvingly as one in full conformity with their will. Furthermore, by executing this contract, the Consumer/Payor takes note of, and agrees to the "General Terms of Contract of Purchases of Electricity by Household Consumers" constituting an annex hereto.

Annexes: General Terms of Contract for Purchases of Electricity by Household Consumers
Mandate

Done at ..., ...day ... month 20...

signature

name:

Consumer

signature

name:

Payor

Done at ..., ...day ... month 20...

signature

name:

position

signature

name:

position

MVM Next Energiakereskedelmi Zrt.

**SPECIFIC TERMS AND CONDITIONS OF PURCHASES OF ELECTRICITY BY
HOUSEHOLD CONSUMERS**

MANDATE

1 The Consumer contracts the Supplier to conduct all the procedures needed as a condition for the entry into force of the electricity purchase contract to be made with it in his/her stead and name in respect of the point(s) of connection at the site(s) of consumption below:

Current electricity supplier:

Identifier of tariff metering point:

Name of site of consumption:

Address of site of consumption:

The Consumer expressly mandates the Supplier to conduct the prior procedures needed for the termination of the contract and a switch of merchants, thus, in particular, to request the Consumer's POD if appropriate.

2 The Consumer contracts the Supplier to terminate his/her current electricity supply/general electricity supply service contract.

3 The Consumer shall provide the Supplier with the data and documents needed for the implementation of the mandate.

4 By signing this contract, the Consumer mandates MVM Next Energiakereskedelmi Zrt. to pay the regionally competent distributor, in respect of the site of consumption specified herein, the network access fee stipulated in the network access contract with the proviso that the Supplier shall have the right to invoice the paid amount as consideration for a mediated service to the Consumer.

5 The Consumer mandates the Supplier to enter into a contract for balance unit membership with the balance unit manager in his/her stead and name if necessary.

6 The Consumer may revoke the Supplier's mandate to pay the network access fee in a written statement delivered to the Supplier. The mandate shall terminate at 24:00 on the last date of the month when the written statement is received.

7 The detailed rules of the mandate are contained in the Supplier's General Terms of Business.

8 The termination of the contract for purchases of electricity entered into with the Supplier shall also terminate this Mandate automatically.

Done at ..., ...day ... month 20...

Consumer

GENERAL TERMS OF CONTRACT FOR PURCHASE OF ELECTRICITY BY HOUSEHOLD CONSUMERS

GENERAL PROVISIONS

1.1 The Supplier holds a valid electricity supplier's licence. Its number:

1.2 The Supplier has a valid balance unit contract with the System Operator or another Balance Unit Manager. On this basis, it is entitled to act as balance unit manager or Balance Unit Aggregator. - The Consumer joins the Supplier's balance unit or the balance unit identical to the Supplier with effect from 0:00 of the start date of the supply.

1.3 Terms:

Consumer: for the purposes of this contract, it means the household consumer.

Entry into force of the contract: means the date when the terms and conditions of the supply of the product and the consideration stipulated in the contract are complied with. It is the same as the day when the service is purchased.

Term of supply of product: the period of time during which the quantity of electricity specified in the electricity purchase contract is supplied and taken over.

Terms and conditions of product supply:

- valid and effective agreement on connection and access to the network, and
- receipt by the Supplier of a completed and signed electricity purchase contract.

2 OBJECT OF THE CONTRACT

2.1 The Supplier shall be available on the transmission network to provide the amount of electricity specified by the Consumer under the conditions set out the contract up to the level of available capacity specified in the network connection contract.

2.2 The transmission of the contracted electricity to the Consumer's connection point shall be the responsibility of the relevant authorised transmission

and distribution network operator (collectively: distributors). Therefore, the Supplier shall not assume liability for any quality defects in the electricity supplied and for the transmission and distribution of electricity under this contract and the applicable legislation.

2.3 The risk related to the transmitted electricity shall pass at the points of entry of the electricity into the transmission network.

2.4 In the case of consumption breakdown at the Consumer's sites of consumption in the open market, the trouble-shooting service of the competent authorised network operator shall act. Therefore, the Consumer shall report such incidents to the competent authorised network operator.

2.5 The following is expressly not the object of this contract:

- any undertaking in relation to reactive power;
- ensuring the supply of electricity and the service standard related to the supply at the site of consumption;
- maintenance and operation of the connecting equipment (including the metering device);
- operation, maintenance and upgrade of a metered consumer network and a public network;
- compensation for any losses during electricity supply.

3 RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 Rights and obligations of the Supplier

3.1.1 The Supplier shall provide the full amount of electricity required at the site of consumption in accordance with the specific terms and conditions of the electricity purchase contract, i.e. it shall purchase the amount of electricity consumed by the Consumer there in its name and make it available.

3.1.2 The Supplier shall comply with the provisions of its operating licence and the balance unit agreement and shall unless otherwise agreed by the Parties, continue its trading activities during the term of this contract. If the Supplier fails to comply with this, the contract shall be terminated with the sanctions of a breach of contract imposed. The Supplier shall not charge the Consumer any fee for its performing its balance unit tasks.

3.1.3 The Supplier declares that the electricity to be supplied to the Consumer will be partly supplied from domestic sources and partly from imported sources, and therefore, if the Supplier's sources of supply of domestic or imported energy are unavailable for at least 30 days for reasons other than force majeure, or are so limited that the Supplier cannot supply the Customer at the prices stipulated in the contract, the Supplier shall be entitled to propose the amendment of this contract.

3.2 Rights and obligations of the Consumer

3.1.2 The Consumer undertakes to purchase electricity for the site(s) of consumption specified herein exclusively from the Supplier during the term of this contract.

3.2.2 The Consumer shall comply with his/her payment obligations in accordance with the provisions of the general and specific conditions of the electricity purchase contract.

3.2.3 The Consumer shall keep the network connection and network usage contract in force for the duration of this contract. It shall notify the Supplier of any modification or the termination of these contracts at least 15 calendar days before the effective date of the modification or the termination. Any additional charges, interest, penalties or damages payable to the Distribution Network Operator or the System Operator due to the late notification shall be borne in full by the Consumer.

3.2.4 The Consumer shall grant the Supplier a right to put forward proposals and provide the Supplier with the possibility of putting forward proposal in respect of all the other sites of consumption known to the Supplier if the Consumer agreed to the management of his/her data for such purpose in the specific terms and conditions of contract.

4 THE PRICE AND FEE PAYABLE FOR ELECTRICITY UNDER THE CONTRACT

4.1 The Consumer shall pay the price of the electricity received and the fee of the service in accordance with this contract. The calculation of the amount payable is contained in the "Specific Terms and Conditions of the Electricity Purchase Contract" (hereinafter: Specific Terms and Conditions).

4.2 As at the contract date, the fees charged for the use of the electricity system, which are payable in accordance with the system use contract, are set out in MEKH decree no 10/2016. (XI.14.).

If pursuant to the Specific Terms and Conditions of Contract, the Consumer contracts the Supplier to manage his/her electricity purchase contract, network connection contract and network access contract collectively, the Supplier shall pay the system use fees to the authorised distributor, and invoice such fees as those of mediated services to the Consumer.

4.3 Taxes in accordance with the prevailing tax laws shall be included the prices and fees specified in the contract.

4.4 In the event that in the future any legislation stipulates the application of a new type of tax, levy, contribution or any other new cost element relating to the supply of electricity which affects the object of this contract, such new item(s) shall be automatically charged on and invoiced in addition to the prices and fees payable to the extent and in the manner permitted by the applicable legislation.

5 GENERAL INVOICING AND PAYMENT TERMS

5.1 The Supplier recovers the fees due to it on any legal grounds under this contract by submitting the relevant invoices in the manner stipulated in the Specific Terms and Conditions of Contract to the Consumer or, if the Consumer and the Payor are not the same person, to the Payor. Invoices shall, in all cases, be issued in accordance with the effective legal requirements. The Supplier shall send the a copy of the relevant invoice to the mailing address of the Consumer or the Payor provided in the contract. If invoices are issued electronically, they are delivered in the manner described in the e-invoice annex. The Supplier or the Payor shall pay the fees in the manner specified in the contract, i.e. via a financial institution, bank account (e.g. direct debit - prompt collection, due date collection or bank transfer), deposit made into a payment account (postal order) or by bankcard (POS terminals in customer service offices) by the due date specified on the invoice. Any bank costs and fees related to the fulfilment of the payment obligations under this contract shall be borne by the Consumer or the Payor, and they shall not be charged to the Supplier. The payment of the invoices payable under this contract shall be free from any set-off (deduction or withholding) or counterclaim, unless otherwise provided by a mandatorily applicable law (including, in particular, but not limited to the Civil Code and the Civil Procedure Code) and/or this contract or otherwise agreed in writing by the Parties.

5.2 Invoicing terms

The monthly partial invoice shall include the amount of the portion of the metered annual consumption of the at the site(s) of consumption for the relevant invoiced period based on the profile curve as determined by the unit price in the Specific Terms and Conditions of Contract. It also contains the

monthly standard electricity rate the supplementary service fee and the fee of system use as a mediated service if appropriate.

The Supplier shall, in accordance with the meter reading performed by the authorised distributors, issue a final invoice once a year or when the commercial contract expires.

The Supplier may issue partial invoices in accordance with its Terms and Conditions of Business. If the amount of the partial invoice based on the metered annual consumption or the agreement with the consumer is less than HUF 5,000, MVM Next Energiakereskedelmi Zrt. may also issue several partial invoices at the same time so that the amount of such several partial invoices can reach HUF 5,000.

5.3 Late payment

5.3.1 Payments by the Consumer shall be deemed made when the amount concerned is credited to the Supplier's bank account.

5.3.2 In the event of late payment, the Consumer shall pay default interest on the amount overdue for the days of default until the payment is made (i.e. the date of crediting the amount to the account of the beneficiary) in accordance with the Civil Code. The start of the delay shall be the day following the due date.

5.4 Invoice objection

5.4.1 The Consumer may raise an objection against the financial settlement and the invoicing with the Supplier by providing the documents underpinning the objection within 5 working days from receipt of the invoice. The invoice objection notwithstanding, the Consumer shall pay any undisputed partial amount by the due date.

5.4.2 The objection shall include the number, date, due date and total amount of the disputed invoice, the disputed amount and the basis of the dispute without the invoice returned.

5.4.3 If the Supplier agrees with the objection, it shall issue a corrective invoice, and send it to the Consumer without delay. The Consumer shall pay the amount on the original invoice and that on the corrective one by the due date on the original invoice at the latest, or if that date has elapsed, within 5 working days from receipt of the corrective invoice. No late payment penalty interest can be charged on the amount of the disputed invoice accepted by the Supplier.

5.4.4 If the Consumer acknowledges his/her payment obligation in the course of an invoice objection or the adjudication thereof (failed invoice objection), or the Parties come to an agreement on the dispute, the amount indicated as the object of the invoice objection shall be paid within 5 working days from the date of the end of the dispute, or if an agreement has been reached, the date of the agreement along with default interest for the period between the original due date of the invoice and the date of the actual payment.

5.4.5 If the Parties do not resolve the dispute within 15 working days from receipt of the objection, either Party may initiate application of the dispute resolution rules in accordance clause 9 hereof.

6 RULES OF DELIVERY

6.1 The Supplier shall deliver the documents, offers and notifications intended for the Consumer by post or electronically if permitted by the law or the contract to the Consumer's notification address provided in the Specific Terms and Conditions or to the Payor's address. In the absence of either address, the Supplier shall use the address on the invoice last issued by it to the Consumer. Either Party may modify his/her/its notification address by giving unilateral verifiable notification (letter, recorded telephone conversation, telefax or e-mail with receipt confirmed).

6.2 Documents posted as non-registered mail (e.g. paper-based invoices) shall be deemed delivered on the 5th day from their dispatch. The first notice containing a warning for disconnection is given by post or, if the Consumer expressly permits, electronically, whereas the second notice containing a warning for disconnection and the ensuing suspension of service is sent in a registered letter with return receipt, or by other means agreed upon by the Parties capable of verifying receipt by the Consumer.

6.3 Any mail sent by post shall be deemed delivered on the day when its delivery is attempted if the addressee refuses acceptance. If the notification is returned marked "Unclaimed" or "Delivery Refused", the mail shall be deemed delivered on the 10th working day following the date of the dispatch.

7 DAMAGES/COMPENSATION

7.1 Payment of contractual penalty by the Parties shall not exempt the Party in a breach of contract from paying compensation for the Party sustaining quantifiable damage caused by the other Party's breach of contract.

7.2 In other instances of a breach of contract not identified above, the party in breach shall be liable to compensate the other party for the proven damage caused to it/him/her unless s/he/it proves that, in order to perform the contract, s/he/it proceeded with the care generally expected under the given circumstances.

7.3 If it is established that non-performance, defective performance or damage is attributable to a third party act, force majeure, weather conditions posing unavoidable hindrances, network capacity constraints or demand disconnection specified in the regulations of the system operator, the authorised supplier or the authorised distribution network operator, neither Party shall be held liable to the other Party for the damage caused by such events.

8 STEPS TO SUSPEND THE SUPPLY OF ELECTRICITY

8.1 The Supplier may disconnect all of the Consumer's sites of consumption specified in his/her electricity supply , contracts or payment agreements from the network of electricity and/or terminate the contract with the Consumer without cause , or make further purchases conditional on the instalment of a prepayment metering device if

- the Consumer fails to comply with his/her payment obligation in the manner detailed below despite verifiable payment demands; or
- the Payor or the Consumer discontinues the purchase of electricity without complying with his/her payment obligation and intends to purchase electricity at a new site of consumption.

8.2 The Payor or the Consumer fails to comply with his/her payment obligation, and the above sanctions can be applied if

- the household consumer has been in default on payment for over 60 days;
- efforts on the part of the electricity supplier to discuss the possibilities of a grace period or payment in instalments with the household consumer failed; or the household consumer fails to comply with the agreement on the possibility of a grace period or payment in instalments, and
- the electricity supplier has notified the household consumer in writing concerning the arrears and on the possibility of disconnecting service at least twice; the first notification informed the household consumer on the financial solutions available to deprived consumers under Act LXXXVI of 2007 on Electricity (the EA) and Government Decree No on electricity and Governmental Decree No. 273 of 2007 (X.19.) implementing certain provisions of the Act and on the option to have a prepayment metering device installed.

8.3 Defaulting low-income consumers or consumers with disabilities can be disconnected only if the conditions set out in the relevant statutory regulations or the Terms and Conditions of Business apply.

8.4 Household consumers may also be notified first in the invoice sent to them.

8.4 Services under the electricity purchase contract may be suspended for 30 days at most. If the Consumer fails to settle the invoice during that period, the Supplier terminates the contract between the Parties with effect from the 30th day.

8.4 Reconnection of the consumer shall take place within 48 hours at the latest after the arrears, the late payment penalty interest, recovery-related costs and the fee of reconnection have been paid, and knowledge thereof has been gained.

9 TERMINATION

9.1 Termination without cause

9.1.1 A contract for a fixed term cannot be terminated by ordinary notice.

3.1.9. The Consumer may terminate this contract if the Supplier exercises its right to modify its prices, and the contract price set by it is rejected by the Consumer.

9.2 The contract shall terminate if the title to the possession of the site of consumption changes with effect from the date of the transfer into possession. In the absence of a continued supply of electricity, the final invoice shall be issued on the basis of the reading of the metering device performed during the distributor's check on the device.

9.3 Termination for cause

In the case of a gross breach of contract the Party affected by the breach of contract may terminate this contract with immediate effect by addressing a unilateral written statement to the Party in breach of contract, and claim cancellation penalty from the other Party. The amount of the frustration penalty

shall be the product of the quantity of electricity corresponding to 80% of the forecast consumption (if the forecast is for the entire contractual period, then the pro rata temporis part of the forecast quantity) as specified in the offer or contract, and the unit price specified in the specific terms and conditions of the contract for the purchase of electricity for the period between the date of expiry of the supply period specified in the contract and the termination of the contract.

9.1.3 The Supplier may terminate the contract with cause in particular, but not exclusively

- a. if it is established during the period between the entry into force of the contract and the start date of the delivery that the Consumer has a valid and effective contract with another supplier for the duration of the supply (in whole or in part) and the other supplier refuses to switch the Consumer;
- b. if the Consumer violates the Supplier's exclusive right to supply;
- c. if the distribution network operator suspends the supply of electricity to one or more of the Consumer's sites of consumption;
- d. for reasons specified in clause 7.

9.3.2 The Consumer may terminate this contract with cause in particular, but not exclusively

- a. if the Supplier suspends or discontinues its activity for a period exceeding 10 calendar days, or its supplier licence has been revoked,
- B. if the Supplier files a petition for bankruptcy with the competent court; or the Supplier's insolvency is declared by a final order of a competent court and liquidation proceedings are opened against the Supplier; or if the general meeting of the Supplier's members has passed a resolution declaring the Supplier to be dissolved without legal successor.

9.3.3 Termination with cause shall be termination with immediate effect.

9.4 Further rules applicable to breaches of contract are contained in the Supplier's Terms and Conditions of Distribution.

10 CUSTOMER RELATIONS, MANAGEMENT OF CONSUMER COMPLAINTS

The Consumer may address his/her complaint to the customer service. Customer service offices are available at the places and during the hours specified in the Terms and Conditions of Business.

If the Consumer is not satisfied with the reply to or the measure taken in response to the complaint, s/he may turn to protection authority or an arbitration board with his/her complaint.

11 DATA PROTECTION

By signing the Contract, the Consumer agrees that the personal data voluntarily provided by him in the Contract and which necessarily come to the knowledge of MVM Next Energiakereskedelmi Zrt. in connection with the performance of the Contract, shall be processed by MVM Next Energiakereskedelmi Zrt. and/or its agent in accordance with the legislative provisions for the purpose of the performance of the Contract, for the duration of the Contract and any related enforcement of interests. The Consumer consents to the transfer of his data referred to in this Section to the agent of MVM Next Energiakereskedelmi Zrt. (for collection of fees).

MVM Next Energiakereskedelmi Zrt. shall treat the consumer status (the fact of conclusion and existence of the universal service contract, the content elements of the universal service contract not available to the public by law or otherwise) of non-natural persons as trade secrets. Neither party may disclose or grant access to any trade secret to any third party(ies) without the prior written approval of the other party. This provision shall not apply to any information that MVM Next Energiakereskedelmi Zrt. is to provide to third parties providing legal,

financial-accounting, insurance or financial or ancillary financial services on the basis of a contract. Furthermore, unless otherwise provided by law, this restriction shall not apply to any information provided to third parties that are affiliated with or exercise ownership rights in MVM Next Energiakereskedelmi Zrt.

MVM Next Energiakereskedelmi Zrt.

a) shall comply with its prior and transparent information obligation, in line with the recommendations of the NAIH, in relation to the personal data it processes in the context of the provision of electricity services in accordance with Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46/EC (General Data Protection Regulation) and the Act CXII of 2011 on the right to information self-determination and freedom of information (Infotv.) in the General Privacy Notice on the processing of data related to the performance of the electricity distribution contract, which is an annex to the Data Protection and Data Security Policy and is also available separately on the website and in the customer service offices of MVM Next Energiakereskedelmi Zrt.

b) shall fulfil its obligation to provide transparent, prior information in accordance with the General Data Protection Regulation and the Infotv. on the personal data it processes in connection with voice telephony, in line with the recommendation of the NAIH, in the Voice Recording Data Processing Notice on the processing of voice telephony data, available on its website and in its customer service offices.

12 GOVERNING LAW, DISPUTE RESOLUTION Matters not regulated herein shall be governed by the Hungarian substantive law rules in force, thus, primarily the provisions of the Civil Code (Act V of 2013), the provisions of Act LXXXVI of 2007 (the VET), Government Decree no 273/2007. (X.19.) implementing the VET (the VET Vhr.) and other regulations, supply codes and the Standard Service Agreement of the Supplier adopted by MEH. The contracting parties shall seek to settle any dispute between them concerning the interpretation, performance or termination of the contract by amicable negotiation. If such endeavours fail, the contracting Parties shall submit all their disputes related to the contract to the ordinary court having jurisdiction and competence under the general rules.

Consumer	representing MVM Next Energiakereskedelmi Zrt. as supplier

MVM Next Energiakereskedelmi Zrt.

Effective from: 1 January 2022



TECHNICAL TRANSLATION

Prepared by the Hungarian Office for Translation and Attestation Ltd.

This translation shall in no way replace attested translation.

MVM Next Energiakereskedelmi Zrt.

Annex M.10 to the General Rules of Business of Electricity Distribution

Annex M.10

Specific and general terms and conditions of purchases by household consumers of electricity and supplementary services from MVM Next Energiakereskedelmi Zrt.

	Specific terms and conditions of purchases by households of electricity and supplementary services	Contract number:	
		Received: Bar code:	Business partner number:

Consumer

Name:			
Name at birth*			
Mother's name at birth			
Place and date of birth			
Permanent address:			
Invoicing and notification address:			
Telephone number*			
E-mail address*			
Bank account number*			
Method of invoicing**	Paper-based	Electronic	
Method of payment**	Transfer	Direct debit	Postal order

** Put an x as appropriate.

Payor if other than the User

Name:			
Name at birth*			
Mother's name at birth			
Place and date of birth			
Permanent address:			
Invoicing and notification address:			
Telephone number*			
E-mail address*			
Bank account number*			
Method of invoicing**	Paper-based	Electronic	
Method of payment**	Transfer	Direct debit	Postal order

**Put an x as appropriate.

of the other part,

Supplier

Name: . MVM Next Energiakereskedelmi Zrt.	Tax number: 26713111-2-44
Registered office: 1081 Budapest, II. János Pál pápa tér 20.	Customer service telephone number:
Company registration number: 01-10-140263	
Bank account number:	Contact e-mail address: ugyfelszolgalat@mvm.hu
Mailing address: 1439 Budapest, Pf. 700	Website/General terms of business: www.mvmenergiakereskedo.hu/uzletszabalyzatok

(hereinafter the Supplier and the Consumer are jointly the Parties, and each a Party) at the place and at the date indicated below, and under the following terms and conditions:

1 OBJECT OF THE CONTRACT

The object of this contract is the sale and purchase of electricity as a product. Electricity shall be supplied to the sites of consumption defined in clause 5 **under an overall supply** contract. The Consumer shall be included in the balance unit of the Supplier or in the same balance unit as the Supplier during the term of the contract; in the latter case, the Supplier shall act as a Balance Unit Aggregator, and the Consumer shall authorise the Supplier to conclude a balance unit membership agreement in its name and on its behalf.

The Consumer undertakes to pay the price of and the fees related to the electricity sold by the Supplier hereunder in accordance with the provisions of the contract.

The Consumer declares that s/he enters into contract for the purchase of electricity as a household consumer.

2 TERM AND TERMINATION

This contract enters into force when signed by the Parties and received by the Supplier, and the supply of the product starts at 0:00 on the start date of the purchase of the service. The Parties expressly agree that if the completed and signed contract is received by the Supplier until the 9th day of the given month, the start date shall be the first day of the following month. The start date of any contract received thereafter shall be the first day of the month immediately following the given month.

The contract is made for definite duration expiring on 31st December (hereinafter: the first date of expiry), and unless the Parties agree otherwise, is extended by another 12 months from the first day of the calendar year immediately following the date of expiry of the definite duration until 31 December of the given year. Unless otherwise agreed, the electricity price to be paid by the Consumer shall be the prevailing sales price of the electricity set out in the General Terms of Business of the Supplier. The Parties may apply this provision until the 60th day before the expiry of the contract.

3 CONTRACT PRICE AND TERMS OF PAYMENT

3.1 The tariff requested by the Consumer:

3.2 Prices and fees to be paid by the Consumer:

For the period between 10 . .20 _-12.31.20 _

(a)___ HUF/month standard electricity rate + VAT, i.e. _____ HUF

(b) ___ HUF/month standard electricity rate + VAT, i.e. ___ HUF

(c) ___ HUF/month Ház-Mester24 insurance premium, i.e. ___ HUF, to be ordered by the Consumer along with the supply of electricity.

*Night time rates shall be unit prices that are HUF 1/kWh lower than the net unit prices of daytime electricity.

For the period between 01.01.20 _-12.31.20 _

(a) ___ HUF/month standard electricity rate + VAT, i.e. ___ HUF

(b) ___ HUF/kWh daytime standard electricity rate + VAT, i.e. ___ HUF

(c) ___ HUF/month Ház-Mester24 insurance premium, i.e. ___ HUF, to be ordered by the Consumer along with the supply of electricity.

*Night time rates shall be unit prices that are HUF 1/kWh lower than the net unit prices of daytime electricity.

3.3 Discounts:

If the Consumer purchases the **Ház-Mester24** service, the standard electricity rate set forth in the contract shall be reduced by an amount equal to the price of the **Ház-Mester24** service each month until the first expiry date of the contract.

If there is more than one site of consumption, only one site of consumption is entitled to the discount. If the Consumer also purchases the Ház-Mester24 service for other sites of consumption, the price of the service shall be invoiced monthly.

3.4 If there is more than one site of consumption, the monthly standard electricity rate shall only be charged once.

3.5 The VAT rate shall be the prevailing VAT rate stipulated by the relevant tax laws. As long as a contract is in force, the fees of the supply of electricity shall be paid on the first day of each month. An amount which is the product (multiplication) of the standard electricity rate and the consumed quantity shall be paid for the electricity as a product supplied at the connection points of the site of consumption. Monthly invoices for the electricity consumed at the site of consumption shall be issued on the basis of the assessed annual consumption.

The unit price of electricity includes the cost of the energy to be mandatorily taken off under sections 13 and 13/A of Act LXXXVI of 2007 on Electricity (“green energy”).

3.6 If the contract is terminated for cause before the first date of expiry, the Consumer shall pay the Supplier both cancellation penalty and the amount of the discount under clause 3.3 granted to the Consumer.

The contractual terms and conditions to which **Ház-Mester24** insurance is subject are contained in the “General Terms of Contract for MVM Next Energiakereskedelmi Zrt. Household Group Insurance”.

3.7 The Parties agree that the Supplier shall pay the network access fee due to the regionally competent distributor with the proviso that it shall have the right to invoice the amount paid as the fee of a mediated service.

Further invoicing and payment terms are contained in the General Terms of Contract.

3.8 The Supplier may modify the electricity fees set out in clause 3.2 in respect of the contracts extended after the expiry of the definite duration specified in the contract by sending the Consumer written notification (price notification) or modifying Annex M1 to the Business Terms and Conditions of Electricity Distribution under the terms and conditions set forth therein. If the Consumer rejects the modified fee, s/he may terminate the contract without cause within 15 days from gaining knowledge of the fee modification. Unless delivery can be proven otherwise, gaining knowledge shall mean the day when official notices are published (at websites, in newspapers or in customer service offices or, in the case of written notification, the 5th working day following the sending of the notification. The contract between the Parties shall terminate by 24:00 hours on the calendar day immediately preceding the entry into force of the modified price (unless the Consumer gains knowledge of the price modification ex post). In the absence of an express rejection the Parties shall deem the modified price applicable.

If only the unit price of the electricity is reduced, the Supplier only needs to inform the Consumer on the fact that the unit price of electricity has been lowered simultaneously with the delivery of the invoice containing the reduced price. The Consumer may also expressly protest the price by applying the rules of termination set forth above with the proviso that, in this case, the date of the termination of the contract shall be 0:00 hours on the first day immediately following the month concerned.

3.9 Both standard distribution rate and the network access fee are regulated prices, therefore, the Supplier may incorporate any change in them into its invoice upon entry into force of the change.

3.10 Any difference in quantity at the site of consumption shall be settled at the price contracted for the given period.

3.11 The Supplier may offset any overpayment that may be made in the course the settlement against the subsequent invoiced amounts.

4 MISCELLANEOUS

4.1 “The General Terms of Contract of the Purchase of Electricity by Household Consumers”, which the Consumer has familiarised himself/herself with and accepted as binding on himself/herself, shall constitute an inseparable part of this contract. Any contradiction between the general and the specific terms of contract shall be governed by the specific terms.

4.2 The termination of the network contract for any reason shall terminate this contract.

4.3 The Consumer’s declaration on the consumption of electricity for household purposes has been accepted and not reviewed before the execution of the contract by MVM Next Energiakereskedelmi Zrt. If it gains knowledge of the fact that although the consumer is the same at the site of consumption, however, the type of the consumption fails to fit the definition of ‘household consumer’, it notifies the consumer, who may disprove the reclassification within 15 days. If not, MVM Next Energiakereskedelmi Zrt. modifies this clause of the contract unilaterally, i.e. it classifies the site of consumption as ‘non-household’, and the provisions of this contract that pertain exclusively to household consumption shall lose effect.

4.4 The detailed rules on data processing (in general, voice recording) are set out in the Terms and Conditions of Business, and in the Privacy Notices available at the website and in the customer service offices.

4.5 The Consumer takes note of the fact that MVM Next Energiakereskedelmi Zrt. manages his/her data provided above as well as the contact data provided by him/her for liaising and information purposes in compliance with Act LXXXVI of 2007 on Electricity. The competent distributor may manage the data marked by * on the basis of the Consumer’s voluntary approval.

4.6 If the Consumer has provided his/her e-mail address, in the case of any arrears, s/he expressly agrees to MVM Next Energiakereskedelmi Zrt.’s sending him/her the notification required under section 47(7a) of the Vet. electronically to the e-mail address provided. (The provision of a correct e-mail address is indispensable.) The Parties agree that if any change occurs in the e-mail address, the Consumer shall have sole responsibility for ensuring the continuity of electronic messages. To this end, s/he shall notify the Supplier of the change within 15 days from the entry into force thereof.

(Please put an X in the appropriate box if you do not grant your approval. Consumer Payor)

4.7 The Consumer takes note of the fact that his/her selection of the electronic or cashless payment method only enters into effect if the Consumer fills in the appropriate form for cashless payment and performs the e-invoice registration after the execution of the contract.

5 DATA OF THE SITE OF CONSUMPTION AND THE METERING POINT

If not all these data can be provided upon the execution of the contract, the Parties agree that, after the execution of this contract by both parties, the Supplier and the regionally competent distributor shall clarify the data already provided and record all that have not been recorded before. This, however, shall expressly not be deemed as a contract modification under the agreement between the Parties, and thus shall not affect the validity or the term thereof. The Supplier shall send the Consumer a copy of the completed contract.

5.1 Data of the network distributor supplying electricity to the point of connection at the site(s) of consumption

Name:	
Registered office:	
Contact data of the customer service office:	

5.2 Site of consumption and tariff metering point

Address:	
Identifier of tariff metering point	
Assessed annual consumption (kWh)	

6 SITE OF USE OF Ház-Mester²⁴ INSURANCE

By default, the address of the largest site of consumption shall be provided.

7 Final provisions

The Consumer declares that the data provided on the application form are true to facts and s/he assumes responsibility for the veracity thereof.

If it is the Consumer who does the meter reading, the competent distributor reserves the right to check the meter reading data provided above. If false data are provided, the Consumer shall compensate the competent distributor for any loss that may arise therefrom. Adjustments shall be made in the case of any difference.

The Consumer takes note of the fact that MVM Next Energiakereskedelmi Zrt. and the competent distributor manage his/her data provided as well as the contact data provided him/her for liaising and information purposes in compliance with Act LXXXVI of 2007 on Electricity. MVM Next Energiakereskedelmi Zrt. and the competent distributor may manage the data marked by * on the basis of the Consumer's voluntary approval.

Having read and interpreted this contract, the Parties signed it approvingly as one in full conformity with their will. Furthermore, by executing this contract, the Consumer/Payor takes

note of and agrees to the “General Terms of Contract for Purchases of Electricity by Household Consumers” constituting an annex hereto.

Annexes: General Terms of Contract for Purchases of Electricity by Household Consumers Mandate
 General Terms of Contract for the Group Household Assistance Insurance provided by MVM Next Energiakereskedelmi Zrt.

Dated _____ 20____ month __ day

Dated _____ 201____ month __ day

signature
name:
Consumer

signature
name:
Payor

signature
name:
position
MVM Next Energiakereskedelmi Zrt.

signature
name:
position

**SPECIFIC TERMS AND CONDITIONS OF PURCHASES OF ELECTRICITY BY
HOUSEHOLD CONSUMERS MANDATE**

1 The Consumer mandates the Supplier to conduct, on his/her behalf and in his/her name, in respect of the point(s) of connection at the site(s) of consumption below, all the procedures required as a precondition for the entry into force of the electricity purchase contract to be made with it.

Consumer's current supplier of electricity:

Identifier of tariff metering point:

Name of site of consumption:

Address of site of consumption:

The Consumer expressly mandates the Supplier to conduct the prior procedures needed for the termination of the contract and a switch of merchants, thus, in particular, to request the Consumer's POD if appropriate.

2 The Consumer expressly mandates the Supplier to terminate his/her current electricity supply/general electricity supply service contract.

3 The User shall provide the Supplier with the data and documents needed for the implementation of the mandate.

4 By signing this contract, the Consumer mandates MVM Next Energiakereskedelmi Zrt. to pay the regionally competent distributor, in respect of the site of consumption specified herein, the network access fee stipulated in the network access contract with the proviso that the Supplier shall have the right to invoice the paid amount as consideration for a mediated service to the Consumer.

5 The Consumer mandates the Supplier to enter into a contract for balance unit membership with the balance unit manager if necessary.

6 The Consumer may revoke the Supplier's mandate to pay the network access fee in a written statement delivered to the Supplier. The mandate shall terminate at 24:00 on the last date of the month when the written statement is received.

7 The detailed rules of the mandate are contained in the Supplier's General Terms of Business.

8 The termination of the contract for purchases of electricity entered into with the Supplier shall also terminate this Mandate automatically.

Dated _____ 20____ month _____ day
.....

Consumer

GENERAL TERMS OF CONTRACT FOR PURCHASE OF ELECTRICITY BY HOUSEHOLD CONSUMERS

1 GENERAL PROVISIONS

1.1 The Supplier holds a valid electricity supplier's licence. Its number:

1.2 The Supplier has a valid balance unit contract with the System Operator or another Balance Unit Manager. On this basis, it is entitled to act as balance unit manager or Balance Unit Aggregator. The Consumer joins the Supplier's balance unit or the balance unit identical to the Supplier with effect from 0:00 of the start date of the supply.

1.3 Terms:

Consumer: for the purposes of this contract, it means the household consumer.

Entry into force of the contract: means the date when the terms and conditions of the supply of the product and the consideration stipulated in the contract are complied with. It is the same as the day when the service is purchased.

Term of product supply: the period of time during which the quantity of electricity specified in the electricity purchase contract is supplied and taken over.

Terms and conditions of product supply:

- valid and effective agreement on connection and access to the network, and
- receipt by the Supplier of a completed and signed electricity purchase contract.

2 OBJECT OF THE CONTRACT

2.1 The Supplier shall be available on the transmission network with the amount of electricity specified by the Consumer under the terms and conditions set out in the contract, up to the level of available capacity specified in the network connection contract.

2.2 The transmission of the contracted electricity to the Consumer's connection point shall be the responsibility of the relevant authorised transmission and distribution network operator (collectively: distributors). Therefore, the Supplier shall not assume liability for any quality defects in the electricity supplied and for the transmission and distribution of electricity under this contract and the applicable legislation.

2.3 The risk related to the transmitted electricity shall pass at the points of entry of the electricity into the transmission network.

2.4 In the case of consumption breakdown at the Consumer's sites of consumption in the open market, the trouble-shooting service of the competent authorised network operator shall act. Therefore, the Consumer shall report such incidents to the competent authorised network operator.

2.5 The following is expressly not the object of this contract:

- any undertaking in relation to reactive power;
- ensuring the supply of electricity and the service standard related to the supply at the site of consumption;
- maintenance and operation of the connecting equipment (including the metering device);
- operation, maintenance and upgrade of a metered consumer network and a public network;
- compensation for any losses during electricity supply.

3 RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 Rights and obligations of the Supplier

3.1.1 The Supplier shall provide the full amount of electricity required at the site of consumption in accordance with the specific terms and conditions of the electricity purchase contract, i.e. it shall purchase the amount of electricity consumed by the Consumer there in its name and make it available.

3.1.2 The Supplier shall comply with the provisions of its operating licence and the balance unit agreement and, unless otherwise agreed by the Parties, continue its distribution activities during the term of this contract. If the Supplier fails to comply with this, the contract shall be terminated with the sanctions of a breach of contract imposed. The Supplier shall not charge the Consumer any fee for its performing its balance unit tasks.

3.1.3 The Supplier declares that the electricity to be supplied to the Consumer will be partly supplied from domestic sources and partly from imported sources, and therefore, if the Supplier's sources of supply of domestic or imported energy are unavailable for at least 30 days for reasons other than force majeure, or are so limited that the Supplier cannot supply the Customer at the prices stipulated in the contract, the Supplier shall be entitled to propose the amendment of this contract.

3.2 Rights and obligations of the Consumer

3.2.1 The Consumer undertakes to purchase electricity for the site(s) of consumption specified herein exclusively from the Supplier during the term of this contract.

3.2.2 The Consumer shall comply with his/her payment obligations in accordance with the provisions of the general and specific terms and conditions of the electricity purchase contract.

3.2.3 The Consumer shall keep the network connection and network usage contract in force for the duration of this contract. It shall notify the

Supplier of any modification or termination of these contracts at least 15 calendar days into force before the date of termination. Any additional charges, interest, penalties or damages payable to the Distribution Network Operator or the System Operator due to the late notification shall be borne in full by the Consumer.

3.2.4 The Consumer shall grant the Supplier a right to put forward proposals and provide the Supplier with the possibility of putting forward proposal in respect of all the other sites of consumption known to the Supplier if the Consumer agreed to the management of his/her data for such purpose in the specific terms and conditions of contract.

4 THE PRICES AND FEES PAYABLE FOR ELECTRICITY UNDER THE CONTRACT

4.1 The Consumer shall pay the price of the electricity received and the fee of the service in accordance with this contract. The calculation of the amount payable is contained in the "Specific Terms and Conditions of the Electricity Purchase Contract" (hereinafter: Specific Terms and Conditions).

4.2 As at the contract date, the fees charged for the use of the electricity system, which are payable in accordance with the system use contract, are set in MEKH decree no 10/2016. (XI.14.). If, pursuant to the Specific Terms and Conditions of Contract, the Consumer contracts the Supplier to manage his/her electricity purchase contract, network connection contract and network access contract collectively, the Supplier shall pay the system use fees to the authorised distributor, and invoice such fees as those of mediated services to the Consumer.

4.3 Taxes in accordance with the prevailing tax laws shall be added to the prices and fees specified in the contract.

4.4 In the event that in the future any legislation stipulates the application of a new type of tax, levy, contribution or any other new cost element relating to the supply of electricity which affects the object of this contract, such new item(s) shall be automatically charged on and invoiced in addition to the prices and fees payable to the extent and in the manner permitted by the applicable legislation.

5 GENERAL INVOICING AND PAYMENT TERMS

5.1 The Supplier recovers the fees due to it on any legal grounds under this contract by submitting the relevant invoices in the manner stipulated in the Specific Terms and Conditions of Contract to the Consumer or, if the Consumer and the Payor are not the same person, to the Payor. Invoices shall, in all cases, be issued in accordance with the effective legal requirements. The Supplier shall send the a copy of the relevant invoice to the mailing address of the Consumer or the Payor provided in the contract. If invoices are issued electronically, they

are delivered in the manner described in the e-invoice annex. The Supplier or the Payor shall pay the fees in the manner specified in the contract, i.e. via a financial institution, bank account (e.g. direct debit, prompt collection, due date collection or bank transfer), deposit made into a payment account (postal order) or by bankcard (POS terminals in customer service offices) by the due date specified on the invoice. Any bank costs and fees related to the fulfilment of the payment obligations under this contract shall be borne by the Consumer or the Payor, and they shall not be charged to the Supplier. The payment of the invoices payable under this contract shall be free from any set-off (deduction or withholding) or counterclaim, unless otherwise provided by a mandatorily applicable law (including, in particular, but not limited to the Civil Code and the Civil Procedure Code) and/or this contract or otherwise agreed in writing by the Parties.

5.2 Invoicing terms

The monthly partial invoice shall include the amount of the portion of the metered annual consumption of the at the site(s) of consumption for the relevant invoiced period based on the profile curve, as determined by the unit price in the Specific Terms and Conditions of Contract. It also contains the monthly standard electricity rate, the supplementary service fee and the fee of system use as a mediated service if appropriate.

The Supplier shall, in accordance with the meter reading performed by the authorised distributors, issue a final invoice once a year or when the distribution contract expires.

The Supplier may issue partial invoices in accordance with its Terms and Conditions of Business. If the amount of the partial invoice based on the metered annual consumption or the agreement with the consumer is less than HUF 5,000, MVM Next Energiakereskedelmi Zrt. may also issue several partial invoices at the same time so that the amount of such several partial invoices can reach HUF 5,000.

5.3 Late payment

5.3.1 Payments by the Consumer shall be deemed made when the amount concerned is credited to the Supplier's bank account.

5.3.2 In the event of late payment, the Consumer shall pay default interest on the amount overdue for the days of default until the payment is made (i.e. the date of crediting the amount to the account of the beneficiary) in accordance with the Civil Code. The start date of the default on payment shall be the day following the due date.

5.4 Invoice objection

5.4.1 The Consumer may raise an objection against the financial settlement and the invoicing with the Supplier by providing the documents underpinning

the objection within 5 working days from receipt of the invoice. The invoice objection notwithstanding, the Consumer shall pay any undisputed partial amount by the due date.

5.4.2 The objection shall include the number, date, due date and total amount of the disputed invoice, the disputed amount and the basis of the dispute without the invoice returned.

5.4.3 If the Supplier agrees with the objection, it shall issue a corrective invoice, and send it to the Consumer without delay. The Consumer shall pay the amount on the original invoice and that on the corrective one by the due date on the original invoice at the latest, or if that date has elapsed, within 5 working days from receipt of the corrective invoice. No late payment penalty interest can be charged on the amount of the disputed invoice accepted by the Supplier.

5.4.4 If the Consumer acknowledges his/her payment obligation in the course of an invoice objection or the adjudication thereof (failed invoice objection), or the Parties come to an agreement on the dispute, the amount indicated as the object of the invoice objection shall be paid within 5 working days from the date of the end of the dispute, or if an agreement has been reached, the date of the agreement along with default interest for the period between the original due date of the invoice and the date of the actual payment.

5.4.5 If the Parties do not resolve the dispute within 15 working days from receipt of the objection, either Party may initiate the application of the "Dispute Resolution Rules" in clause 9.

6 RULES OF DELIVERY

6.1 The Supplier shall deliver the documents, offers and notifications intended for the Consumer by post or electronically if permitted by the law or the contract to the Consumer's notification address provided in the Specific Terms and Conditions or the Payor's address. In the absence of either address, the Supplier shall use the address on the invoice last issued by it to the Consumer. Either Party may modify his/her/its notification address by giving unilateral verifiable notification (letter, recorded telephone conversation, telefax or e-mail with receipt confirmed).

6.2 Documents posted as non-registered mail (e.g. paper-based invoices) shall be deemed delivered on the 5th day from their dispatch. The first notice containing a warning for disconnection is given by post or, if the Consumer expressly permits, electronically, whereas the second notice containing a warning for disconnection and the ensuing suspension of service is sent in a registered letter with return receipt, or by other means agreed upon by the Parties capable of verifying receipt by the Consumer.

6.3 Any mail sent by post shall be deemed delivered on the day when its delivery is attempted if the addressee refuses acceptance. If the notification is returned marked "Unclaimed" or "Delivery Refused", the mail shall be deemed delivered on the 10th working day following the date of the dispatch.

7 DAMAGES/COMPENSATION

7.1 Payment of contractual penalty by the Parties shall not exempt the Party in a breach of contract from paying compensation for the Party sustaining quantifiable damage caused by the other Party's breach of contract.

7.2 In other instances of a breach of contract not identified above, the party in breach shall be liable to compensate the other party for the proven damage caused to it/him/her unless s/he/it proves that, in order to perform the contract, s/he/it proceeded with the care generally expected under the given circumstances.

7.3 If it is established that non-performance, defective performance or damage is attributable to a third party act, force majeure, weather conditions posing unavoidable hindrances, network capacity constraints or demand disconnection specified in the regulations of the system operator, the authorised supplier or the authorised distribution network operator, neither Party shall be held liable to the other Party for the damage caused by such events.

8 STEPS TO SUSPEND THE SUPPLY OF ELECTRICITY

8.1 The Supplier may disconnect all of the Consumer's sites of consumption specified in his/her electricity supply contracts or payment agreements from the network of electricity and/or terminate the contract with the Consumer without cause or make further purchases conditional on the instalment of a prepayment metering device if

- the Consumer fails to comply with his/her payment obligation in the manner detailed below despite verifiable payment demands; or
- the Payor or the Consumer discontinues the purchase of electricity without complying with his/her payment obligation and intends to purchase electricity at a new site of consumption.

8.2 The Payor or the Consumer fails to comply with his/her payment obligation, and the above sanctions can be applied if

- the household consumer has been in default on payment for over 60 days;
- discussions on the possibility of a grace period or payment in instalments initiated by the supplier of electricity with the household consumer have failed; or the household consumer fails to comply with the agreement on the possibility of a grace period or payment in instalments, and

- the electricity supplier has notified the household consumer in writing concerning the arrears and on the possibility of disconnection on at least two occasions; the first notification informed the household consumer on the financial solutions available to low-income consumers under Act LXXXVI of 2007 on Electricity (the EA) and Government Decree No. on electricity and Governmental Decree No. 273 of 2007 (X.19.) implementing certain provisions of the Act and on the option to have a prepayment metering device installed.

8.3 Low-income consumers or consumers with disabilities with arrears or in default may be disconnected from the electricity network only if certain conditions set forth in law or in the Terms and Conditions of Business apply.

8.4 Household consumers may also be first notified of disconnection in the invoice to be delivered to them.

8.5 Services to be provided under an electricity purchase contract shall not be suspended for longer than 30 days. If the Consumer continues to fail to settle his/her arrears during this period, the Supplier terminates the contract between the Parties with immediate effect on the 30th day.

8.6 Household consumers are re-connected within 48 hours at the latest after overdue arrears, late payment penalty interest, recovery costs and reconnection fees have been paid in full and knowledge thereof has been gained.

9 TERMINATION

9.1 Termination without cause

9.1.1 Termination without cause

Either Party may terminate this contract with effect from the date of expiry of the definite duration. If the contract is extended, it can be terminated with effect from the last day of the relevant year. The Supplier shall be notified of the termination in a credible manner and in writing until the 60th day preceding the end of the relevant year at the latest. Notification shall be effective on the day when received by the other party.

9.1.3 The Consumer may also terminate this contract if the Supplier exercises its right to change prices, and the Consumer rejects such changed prices.

9.2 The contract shall terminate if title to the site of consumption changes with effect from the date of entry into possession. The closing financial settlement shall be based on the metering established by the distributor during the checking of the metering device unless supply at the site of consumption continues.

9.3 Termination for cause

In the case of gross breach of contract the Party affected by such breach of contract may terminate

this contract in writing with immediate effect by communicating a unilateral legal notice to the Party in breach, and may claim a cancellation fee from the other Party. The cancellation fee shall be the product of the quantity of electricity equal to 80% of the electricity consumption projected in the offer or the contract for the period between the date of expiry of the supply period specified in the contract and the date of the termination of the contract (or if the projection is for the entire contract term, the prorated portion of the projected quantity) and the unit price set out in the specific conditions of the electricity purchase contract.

9.3.1 The Supplier may terminate this contract with cause especially, but not only

a. if it is established in the period between the entry into force of this contract and the start date of the supply of electricity that the Consumer already has a valid and effective contract with another supplier for the entire or part of the term of the supply of electricity, and the other supplier does not agree to the Consumer's switch of supplier;

b. if the Consumer violates the Supplier's exclusive right to supply;

c. if the distribution network operator suspends the supply of electricity to one or more of the Consumer's sites of consumption;

d. on account of the cause specified in clause 7.

9.3.2 The Consumer may terminate this contract with cause especially, but not only

a. if the Supplier suspends or discontinues its activity for a period exceeding 10 calendar days, or its supplier licence has been revoked;

b. if the Supplier files for bankruptcy with the competent court; or if the competent court passes a final ruling establishing the Supplier's insolvency, and a liquidation procedure is launched against the Supplier; or the member's meeting of the Supplier passes a decision on termination without succession.

9.3.3 Termination with cause shall be termination with immediate effect.

9.4 Further details related to breach of contract are set out in the General Terms and Conditions of Business.

10 CUSTOMER RELATIONS, MANAGEMENT OF CONSUMER COMPLAINTS

The Consumer may address his/her complaint to the customer service. Customer service offices are available at the places and during the hours specified in the Terms and Conditions of Business.

If the Consumer is not satisfied with the reply to or the measure taken in response to the complaint, s/he may turn to the consumer protection authority or an arbitration board with his/her complaint.

11 DATA PROTECTION

By signing the Contract, the Consumer agrees that the personal data voluntarily provided by him in the Contract and which necessarily come to the knowledge of MVM Next Energiakereskedelmi Zrt. in connection with the performance of the Contract, shall be processed by MVM Next Energiakereskedelmi Zrt. and/or its agent in accordance with the legislative provisions for the purpose of the performance of the Contract, for the duration of the Contract and any related enforcement of interests. The Consumer consents to the transfer of his data referred to in this Section to the agent of MVM Next Energiakereskedelmi Zrt. (for collection of fees).

MVM Next Energiakereskedelmi Zrt. shall treat the consumer status (the fact of conclusion and existence of the universal service contract, the content elements of the universal service contract not available to the public by law or otherwise) of non-natural persons as trade secrets. Neither party may disclose or grant access to any trade secret to any third party without the prior written approval of the other party. This provision shall not apply to any information that MVM Next Energiakereskedelmi Zrt. is to provide to third parties providing legal, financial-accounting, insurance or financial or ancillary financial services on the basis of a contract. Furthermore, unless otherwise provided by law, this restriction shall not apply to any information provided to third parties that are affiliated with or exercise ownership rights in MVM Next Energiakereskedelmi Zrt.

MVM Next Energiakereskedelmi Zrt.

(a) shall comply with its prior and transparent information obligation, in line with the recommendations of the NAIH, in relation to the personal data it processes in the context of the provision of electricity services in accordance with Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Regulation

(EC) No 95/46/EC (General Data Protection Regulation) and the Act CXII of 2011 on the right to information self-determination and freedom of information (Infotv.) in the General Privacy Notice on the processing of data related to the performance of the electricity distribution contract, which is an annex to the Data Protection and Data Security Policy and is also available separately on the website and in the customer service offices of MVM Next Energiakereskedelmi Zrt.

(b) shall fulfil its obligation to provide transparent, prior information in accordance with the General Data Protection Regulation and the Infotv. on the personal data it processes in connection with voice telephony, in line with the recommendation of the NAIH, in the Voice Recording Data Processing Notice on the processing of voice telephony data, available on its website and in its customer service offices.

12 GOVERNING LAW, DISPUTE RESOLUTION

Matters not regulated herein shall be governed by the Hungarian substantive law rules in force, thus, primarily the provisions of the Civil Code (Act V of 2013), the provisions of Act LXXXVI of 2007 (the VET), Government Decree no 273/2007. (X.19.) implementing the VET (the VET Vhr.) and other regulations, supply codes and the Standard Service Agreement of the Supplier adopted by MEH. The contracting Parties endeavour to settle any dispute that may arise between them in connection with the interpretation, performance and termination of this contract amicably through negotiations. If such endeavours fail, the contracting Parties shall submit all their disputes related to the contract to the ordinary court having jurisdiction and competence under the general rules.

Consumer	representing MVM Next Energiakereskedelmi Zrt. as supplier

MVM Next Energiakereskedelmi Zrt.

Effective from: 1 January 2022



TECHNICAL TRANSLATION

Prepared by the Hungarian Office for Translation and Attestation Ltd.

This translation shall in no way replace attested translation.

MVM Next Energiakereskedelmi Zrt.

Annex M.11 to the General Rules of Business of Electricity Distribution

Annex M.11

MVM Next Energiakereskedelmi Zrt.

General and specific terms and conditions of contracts of indefinite duration for purchases of electricity by household consumers under competitive market conditions

	Specific terms and conditions of contracts of indefinite duration for purchases of electricity by household consumers Received: Bar code:	Contract number:	
		Business partner number:	

This contract has been concluded by and between

Consumer, of the one part

Name:			
Name at birth*			
Mother's name at birth			
Place and date of birth			
Permanent address:			
Invoicing and notification address:			
Telephone number*			
E-mail address*			
Bank account number*			
Method of invoicing**	Paper-based	Electronic	
Method of payment**	Transfer	Direct debit	Postal order

**Put an x as appropriate. (payment by postal order is not possible in the case of electronic invoicing)

Payor if other than the User

Name:			
Name at birth*			
Mother's name at birth			
Place and date of birth			
Permanent address:			
Invoicing and notification address:			
Telephone number*			
E-mail address*			
Bank account number*			
Method of invoicing**	Paper-based	Electronic	
Method of payment**	Transfer	Direct debit	Postal order

**Put an x as appropriate.

of the other part,

Supplier

Name: MVM Next Energiakereskedelmi Zrt.	Mailing address: 1439 Budapest, Pf. 700
Registered office: 1081 Budapest, II. János Pál pápa tér 20.	Customer service telephone number:
Company registration number: 01-10-140263	Website and on-line customer service: www.mvmenergiakereskedo.hu
Tax number: 26713111-2-44	

(the Supplier and the Consumer jointly the Parties, each a Party) on the date and at the place indicated below, and under the following terms and conditions:

1 OBJECT OF THE CONTRACT

The object of this contract is the sale and purchase of electricity as a product. Electricity shall be supplied to the sites of consumption as defined in clause 5 **under an overall supply** contract.

The Consumer shall be included in the balance unit of the Supplier or in the same balance unit as the Supplier during the term of the contract; in the latter case, the Supplier shall act as a Balance Unit Aggregator, and the Consumer shall authorise the Supplier to conclude a balance unit membership agreement in its name and on its behalf.

The Consumer undertakes to pay the price of and the fees related to the electricity sold by the Supplier hereunder and the items payable as legal sanctions for breaches of contract in accordance with the provisions of the contract.

The Consumer declares that s/he enters into contract for the purchase of electricity as a household consumer.

2 TERM AND TERMINATION

This contract shall enter into force when signed by the Parties and received by the Supplier, with the proviso that the distribution of the product starts at 0:00 on the start date of the purchase of the service [on DD.MM.20_] [at the record date]. The Parties expressly agree that if the start of the supply is not a specific date and the completed and signed contract is received by the Distributor until the 9th day of the given month, the start date shall be the first day of the following month. The start date of any contract received thereafter shall be the first day of the month immediately following the given month. When supply at a specific date commences, the record date shall be the same as the start date of the supply.

The contract shall be made for indefinite duration with the proviso that either Party may terminate the electricity purchase contract in writing with a 30-day notice period.

3 CONTRACT PRICE AND TERMS OF PAYMENT

3.1 Name of pricing applied to the invoicing of the Consumer: _____

3.2 Electricity price to be paid by the Consumer at the effective date: HUF XX,XX /kWh

3.3 VAT and other taxes shall comply with the prevailing statutory rates. An amount which is the product (multiplication) of the standard electricity rate and the consumed quantity shall be paid for the electricity as a product supplied at the connection points of the site of consumption. The unit price of electricity as per the contract does not include the cost of the energy to be mandatorily taken off under sections 13 and 13/A of Act LXXXVI of 2007 on Electricity (“green energy”).

3.4 The Parties agree that the Supplier shall pay the network access fee due to the regionally competent distributor with the proviso that it shall have the right to invoice the amount paid as the fee of a mediated service.

Further invoicing and payment terms are contained in the General Terms of Contract.

3.5 If the Consumer rejects the modified fee, s/he may terminate the contract in writing with a 30-day notice of termination. In the absence of an express rejection termination the Parties shall deem the modified price applicable.

The Supplier may modify the unit price of electricity set in clause 3.2. through unilateral contract modification after the modification of Annex 1 to the Terms and Conditions of Business of Electricity Distribution, under the conditions stipulated therein, by notifying the Consumer in writing.

If only the unit price of the electricity is reduced, the Supplier only needs to inform the Consumer on the fact that the unit price of electricity has been lowered simultaneously with the delivery of the invoice containing the reduced price. The Consumer may terminate the contract in this case as well in accordance with the rules of termination without cause.

3.6 Both standard distribution rate and the network access fee are regulated prices, therefore, the Supplier may incorporate any change in them into its invoice upon entry into force of the change.

3.7 The Supplier may offset any overpayment that may be made in the course the settlement against the subsequent invoiced amounts.

4 MISCELLANEOUS

4.1 “The General Terms of Contract of Indefinite Duration for Purchases of Electricity by Household Consumers”, which the Consumer has familiarised himself/herself with and accepted as binding on himself/herself, shall constitute an inseparable part of this contract. In the event of any contradiction between the general and the specific terms of this contract, the specific terms shall prevail.

4.2 The termination of the network contract for any reason shall also terminate this contract with immediate effect.¹

4.3 The Consumer’s declaration on the consumption of electricity for household purposes has been accepted and not reviewed before the execution of the contract by MVM Next

¹ According to Point 4 of the mandate relating to the specific terms and conditions of an electricity purchase contract.

Energiakereskedelmi Zrt. The Consumer undertakes to notify the Supplier of the fact that s/he is no longer a household consumer and will continue to purchase electricity as a non-household consumer in the future within 15 days from the date of modification. If the Supplier gains knowledge of the fact that although the Consumer is the same at the site of consumption, the type of the consumption fails to fit the definition of ‘household consumer’², it notifies the Consumer, who may disprove the reclassification within 15 days. Failure to do so will result in MVM Next Energiakereskedelmi Zrt.’s classifying the site of consumption as ‘non-household’, and terminating this contract in accordance with the rules of termination without cause.

4.4 The detailed rules on data processing (in general, voice recording) are set out in the Terms and Conditions of Business, and in the Privacy Notices available at the website and in the customer service offices.

4.5 The Consumer takes note of the fact that MVM Next Energiakereskedelmi Zrt. manages his/her data provided above as well as the contact data provided by him/her for liaising and information purposes in compliance with Act LXXXVI of 2007 on Electricity. MVM Next Energiakereskedelmi Zrt. and the competent distributor may manage the data marked by * on the basis of the Consumer’s voluntary approval. No change in the data of MVM Next Energiakereskedelmi Zrt. shall constitute contract modification. In such cases MVM Next Energiakereskedelmi Zrt. shall notify the Consumer of the modified data.

4.6 If the Consumer has provided his/her e-mail address, s/he expressly agrees to MVM Next Energiakereskedelmi Zrt.’s sending him/her the notification required under section 47(7a) of the VET electronically to the e-mail address provided. (The provision of a correct e-mail address is indispensable.) The Parties agree that if any change occurs in the e-mail address, the Consumer shall have sole responsibility for ensuring the continuity of electronic messages. To this end, s/he shall notify the Supplier of the change within 15 days from the entry into force thereof.

(Please put an X in the appropriate box if you grant your approval. Consumer Payor)

5 DATA OF THE SITE OF CONSUMPTION AND THE METERING POINT

If not all these data can be provided upon the execution of the contract, the Parties agree that after the execution of this contract by both parties, the Supplier and the regionally competent distributor shall clarify the data already provided and record all that have not before, This,

² Based on section 3.42. of Act 2007 on Electricity

however, shall expressly not be deemed as a contract modification under the agreement between the Parties, and thus shall not affect the validity or the term thereof. The Supplier shall send the Consumer a copy of the completed contract.

5.1 Data of the network distributor supplying electricity to the point of connection at the site(s) of consumption

Name:	
Registered office:	
Contact data of the customer service office:	

5.2 Site of consumption and tariff metering point

Address:	
Identifier of tariff metering point	
Metered annual consumption (kWh)	

6 Final provisions

The Consumer declares that the data provided on the application form are true to facts and s/he assumes responsibility for the veracity thereof.

If it is the Consumer who does the meter reading, the competent distributor reserves the right to check the meter reading data provided above. If false data are provided, the Consumer shall compensate the competent distributor any loss that may arise therefrom. Adjustments shall be made in the case of any difference.

The Consumer takes note of the fact that MVM Next Energiakereskedelmi Zrt. and the competent distributor manage his/her data provided as well as the contact data provided him/her for liaising and information purposes in compliance with Act LXXXVI of 2007 on Electricity. MVM Next Energiakereskedelmi Zrt. and the competent distributor may manage the data marked by * on the basis of the Consumer’s voluntary approval.

Having read and interpreted this contract, the Parties signed it approvingly as one in full conformity with their will.

Annexes: General Terms of Contract of Indefinite Duration for Purchases of Electricity by Household Consumers Mandate

Done at 20__ month ___ day Done at 201__ month ___ day

signature
name:
Consumer

signature
name:
Payor

signature
name:
position
MVM Next Energiakereskedelmi Zrt.

**SPECIFIC TERMS AND CONDITIONS OF PURCHASES OF ELECTRICITY BY
HOUSEHOLD CONSUMERS MANDATE**

1 The Consumer contracts the Supplier to conduct all the procedures needed as a condition for the entry into force of the electricity purchase contract to be made with it in his/her stead and name in respect of the point(s) of connection at the site(s) of consumption below:

Current electricity supplier:

Identifier of tariff metering point:

Name of site of consumption:

Address of site of consumption:

The Consumer expressly mandates the Supplier to conduct the prior procedures needed for the termination of the contract and a switch of merchants, thus, in particular, to request the Consumer's POD if appropriate.

2 The Consumer contracts the Supplier to terminate his/her current electricity supply/general electricity supply service contract.

3 The Consumer shall provide the Supplier with the data and documents needed for the implementation of the mandate.

4 The Consumer expressly mandates MVM Next Energiakereskedelmi Zrt. to act in his/her name and enter into a system use contract with the regionally competent distributor if the Consumer does not have a valid system use contract in respect of the site of consumption.

5 The Consumer mandates the Supplier to enter into a contract for balance unit membership with the balance unit manager in his/her stead and name if necessary.

6 By signing this contract, the Consumer mandates MVM Next Energiakereskedelmi Zrt. as an agent to pay the regionally competent distributor, in respect of the site of consumption specified herein, the network access fee stipulated in the network access contract with the proviso that the Supplier shall have the right to invoice the paid amount as consideration for a mediated service to the Consumer. The mandate shall not cover any payable item that may arise from the violation of any network contract (e.g. contract penalty, damages, etc.).

7 The Consumer may revoke the Supplier's mandate to pay the network access fee in a written statement delivered to the Supplier. The mandate shall terminate at 24:00 on the last date of the month when the written statement is received.

8 The detailed rules of the mandate are contained in the Supplier's General Terms of Business.

9 The termination of the contract for purchases of electricity entered into with the Supplier shall also terminate this Mandate automatically.

Done at 20_ month day

.....

Consumer

GENERAL TERMS OF CONTRACT FOR PURCHASES OF ELECTRICITY BY HOUSEHOLD CONSUMERS

GENERAL PROVISIONS

1.1 The Supplier holds a valid electricity supplier's licence. Its number:

1.2 The Supplier has a valid balance unit contract with the System Operator or another Balance Unit Manager. On this basis, it is entitled to act as balance unit manager or Balance Unit Aggregator. The Consumer joins the Supplier's balance unit or the balance unit identical to the Supplier with effect from 0:00 of the start date of the supply.

1.3 Terms:

Consumer: for the purposes of this contract, it means the household consumer.

Entry into force of the contract: the date when all the conditions of the sale of the product are satisfied. It is the same as the day when the product is purchased.

Term of supply of product: the period of time during which the quantity of electricity specified in the electricity purchase contract is supplied and taken over.

Terms and conditions of product supply:

- valid and effective agreement on connection and access to the network, and
- receipt by the Supplier of a completed and signed electricity purchase contract.

2 OBJECT OF THE CONTRACT

2.1 The Supplier shall be available on the transmission network to provide the amount of electricity specified by the Consumer under the terms and conditions set out in the contract up to the level of available capacity specified in the network connection contract.

2.2 The transmission of the contracted electricity to the Consumer's connection point shall be the responsibility of the relevant authorised transmission and distribution network operator (collectively:

distributors). Therefore, the Supplier shall not assume liability for any quality defects in the electricity supplied and for the transmission and distribution of electricity under this contract and the applicable legislation.

2.3 The risk related to the transmitted electricity shall pass at the points of entry of the electricity into the transmission network.

2.4 In the case of consumption breakdown at the Consumer's sites of consumption, the troubleshooting service of the competent authorised network operator shall act. Therefore, the Consumer shall report such incidents to the competent authorised network operator.

2.5 The following is expressly not the object of this contract:

- any undertaking in relation to reactive power;
- ensuring the supply of electricity and the service standard related to the supply at the site of consumption;
- maintenance and operation of the connecting equipment (including the metering device);
- operation, maintenance and upgrade of a metered consumer network and a public network;
- compensation for any losses during electricity supply.

3 RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 Rights and obligations of the Supplier

3.1.1 The Supplier shall provide the full amount of electricity required at the site of consumption in accordance with the specific terms and conditions of the electricity purchase contract, i.e. it shall purchase the amount of electricity intended to be consumed by the Consumer there in its name and make it available.

3.1.2 The Supplier shall comply with the provisions of its operating licence and the balance unit agreement and, unless otherwise agreed by the Parties, continue its distribution activities during the term of this contract. If the Supplier fails to comply with the provisions of the balance unit contract or maintain the term of the balance unit contract, the contract shall terminate with the legal sanctions of a breach of contract imposed. The Supplier shall not charge the Consumer any fee for its performing its balance unit tasks.

3.1.3 The Supplier declares that the electricity to be supplied to the Consumer will be partly supplied from domestic sources and partly from imported sources, and therefore, if the Supplier's sources of supply of domestic or imported energy are unavailable for at least 30 days for reasons other than force majeure, or are so limited that the Supplier cannot supply the Customer at the prices stipulated in the contract, the Supplier shall be entitled to propose the amendment of this contract.

3.2 Rights and obligations of the Consumer

3.1.2 The Consumer undertakes to purchase electricity for the site(s) of consumption specified herein exclusively from the Supplier during the term of this contract.

3.2.2 The Consumer shall comply with his/her payment obligations in accordance with the provisions of the general and specific terms and conditions of the electricity purchase contract.

3.2.3 The Consumer shall keep the network connection and network usage contract in force for the duration of this contract. It shall notify the Supplier of any modification or the termination of these contracts at least 15 calendar days before the effective date of the modification or the termination. Any additional charges, interest, penalties or damages payable to the Distribution Network

Operator or the System Operator due to the late notification shall be borne in full by the Customer.

3.2.4 The Consumer shall grant the Supplier a right to put forward proposals and provide the Supplier with the possibility of putting forward proposal in respect of all the other sites of consumption known to the Supplier if the Consumer agreed to the management of his/her data for such purpose in the specific terms and conditions of contract.

4 THE PRICE AND FEE PAYABLE FOR ELECTRICITY UNDER THE CONTRACT

4.1 The Consumer shall pay the price of the electricity received and the fee of the service in accordance with this contract. The calculation of the amount payable is contained in the "Specific Terms and Conditions of the Electricity Purchase Contract" (hereinafter: Specific Terms and Conditions).

4.2 As at the contract date, the fees charged for the use of the electricity system, which are payable in accordance with the system use contract, are set out in MEKH decree no 10/2016. (XI.14.). If, pursuant to the Specific Terms and Conditions of Contract, the Consumer contracts the Supplier to manage his/her purchase contract, network connection contract and network access contract collectively, the Supplier shall pay the system use fees to the authorised distributor, and invoice such fees as those of mediated services to the Consumer.

4.3 Taxes in accordance with the prevailing tax laws shall be added to the prices and fees specified in the contract.

4.4 In the event that in the future any legislation stipulates the application of a new type of tax, levy, contribution or any other new cost component relating to the supply of electricity or the modification of an existing cost component which affects the object of this contract, such new item(s) shall be automatically charged on and invoiced in addition to the prices and fees payable to the extent

and in the manner permitted by the applicable legislation.

5 GENERAL INVOICING AND PAYMENT TERMS

5.1 The Supplier recovers the fees due to it on any legal grounds under this contract by submitting the relevant invoices in the manner stipulated in the Specific Terms and Conditions of Contract to the Consumer or, if the Consumer and the Payor are not the same person, to the Payor. In all cases, invoices shall be issued in accordance with the effective legal standards. The Supplier shall send the a copy of the relevant invoice to the mailing address of the Consumer or the Payor provided in the contract. If invoices are issued electronically, they are delivered in the manner described in the e-invoice annex. The Supplier or the Payor shall pay the fees in the manner specified in the contract, i.e. via a financial institution, bank account (e.g. direct debit or bank transfer), deposit made into a payment account (postal order) or by bankcard (POS terminals in customer service offices) by the due date specified on the invoice. Any bank costs and fees related to the fulfilment of the payment obligations under this contract shall be borne by the Consumer or the Payor, and they shall not be charged to the Supplier. The payment of the invoices payable under this contract shall be free from any set-off (deduction or withholding) or counterclaim, unless otherwise provided by a mandatorily applicable law (including, in particular, but not limited to the Civil Code and the Civil Procedure Code) and/or this contract or otherwise agreed in writing by the Parties.

5.2 Invoicing terms

The monthly partial invoice shall include the amount of the portion of the metered annual consumption at the site(s) of consumption for the relevant invoiced period based on the profile curve as determined by the unit price in the Specific Terms and Conditions

of Contract. It also contains the supplementary service fee and the fee of system use as a mediated service if appropriate.

The Supplier shall, in accordance with the meter reading performed by the authorised distributors, issue a final invoice once a year or, at the Consumer's request, once every three months or when the distribution contract terminates.

The Supplier may issue partial invoices in accordance with its Terms and Conditions of Business. If the amount of the partial invoice based on the metered annual consumption or the agreement with the consumer is less than HUF 5,000, MVM Next Energiakereskedelmi Zrt. may also issue several partial invoices at the same time so that the amount of such several partial invoices can reach HUF 5,000.

5.3 Late payment

5.3.1 Payments by the Consumer shall be deemed made when the amount concerned is credited to the Supplier's bank account.

5.3.2 In the event of late payment, the Consumer shall pay default interest on the amount overdue for the days of default until the payment is made (i.e. the date of crediting the amount to the account of the beneficiary) in accordance with the Civil Code. The start date of the default on payment shall be the day following the due date.

5.4 Invoice objection

5.4.1 The Consumer may raise an objection against the invoice with MVM Next Energiakereskedelmi Zrt. The notification of the objection shall have suspensive effect on the payment of the invoice only if the quantity indicated on the invoice exceeds 150% of the quantity invoiced a year earlier. The objection shall have no suspensive effect if, after the Consumer's annual consumption has been invoiced, the consumed quantities indicated in the partial

invoices increase relative to the quantities indicated in the partial invoices from a year earlier.

5.4.2 The Consumer may raise an objection against the financial settlement and the invoicing with the Supplier by providing the documents underpinning the objection within 5 working days from receipt of the invoice.

5.4.3 The objection shall include the number, date, due date and total amount of the disputed invoice, the disputed amount and the basis of the dispute without the invoice returned.

5.4.4 If the Supplier agrees with the objection, it shall issue a corrective invoice, and send it to the Consumer without delay. The Consumer shall pay the amount on the original invoice and that on the corrective one by the due date on the original invoice at the latest, or if that date has elapsed, within 5 working days from receipt of the corrective invoice. No late payment penalty interest can be charged on the amount of the disputed invoice accepted by the Supplier.

5.4.5 If the Consumer acknowledges his/her payment obligation in the course of an invoice objection or the adjudication thereof (failed invoice objection), or the Parties come to an agreement on the dispute, the amount indicated as the object of the invoice objection shall be paid within 5 working days from the date of the end of the dispute, or if an agreement has been reached, the date of the agreement along with default interest for the period between the original due date of the invoice and the date of the actual payment.

5.4.6 If the Parties do not resolve the dispute within 15 working days of receipt of the objection, either Party may initiate the application of the "Dispute Resolution" rules in Section 10.

6 RULES OF DELIVERY

6.1 The Supplier shall deliver the documents, offers and notifications intended for the Consumer by post

or electronically if permitted by the law or the contract to the Consumer's notification address provided in the Specific Terms and Conditions or to the Payor's address. In the absence of either address, the Supplier shall use the address on the invoice last issued by it to the Consumer. Either Party may modify his/her/its notification address by giving unilateral verifiable notification (letter, recorded telephone conversation, telefax or e-mail with receipt confirmed).

6.2 Documents posted as non-registered mail (e.g. paper-based invoices) shall be deemed delivered on the 5th day from their dispatch. The first notice containing a warning for disconnection is given by post or, if the Consumer expressly permits, electronically, whereas the second notice containing a warning for disconnection and the ensuing suspension of service is sent in a registered letter with return receipt, or by other means agreed upon by the Parties capable of verifying receipt by the Consumer.

6.3 Any mail sent by post shall be deemed delivered on the day when its delivery is attempted if the addressee refuses acceptance. If the notification is returned marked "Unclaimed" or "Delivery Refused", the mail shall be deemed delivered on the 10th working day following the date of the dispatch.

7 DAMAGES/COMPENSATION

7.1 Payment of contractual penalty by the Parties shall not exempt the Party in a breach of contract from paying compensation for the Party sustaining quantifiable damage caused by the other Party's breach of contract.

7.2 In other instances of a breach of contract not identified above, the party in breach shall be liable to compensate the other party for the proven damage caused to it/him/her unless s/he/it proves that, in order to perform the contract, s/he/it proceeded with

the care generally expected under the given circumstances.

7.3 If it is established that non-performance, defective performance or damage is attributable to a third party act, force majeure, weather conditions posing unavoidable hindrances, network capacity constraints or demand disconnection specified in the regulations of the system operator, the authorised supplier or the authorised distribution network operator, neither Party shall be held liable to the other Party for the damage caused by such events.

8 STEPS TO SUSPEND THE SUPPLY OF ELECTRICITY

8.1 The Supplier may disconnect all of the Consumer's sites of consumption specified in his/her electricity supply, contracts or payment agreements from the network of electricity and/or terminate the contract with the Consumer without cause, or make further purchases conditional on the instalment of a prepayment metering device if

- the Consumer fails to comply with his/her payment obligation in the manner detailed below despite verifiable payment demands; or
- the Payor or the Consumer discontinues the purchase of electricity without complying with his/her payment obligation and intends to purchase electricity at a new site of consumption.

8.2 The Payor or the Consumer fails to comply with his/her payment obligation, and the above sanctions can be applied if

- the household consumer has been in default on payment for over 60 days;
- efforts on the part of the electricity supplier to discuss the possibilities of a grace period or, payment in instalments with the household consumer failed; or the household consumer fails to comply with the agreement on the possibility of a grace period or payment in instalments, and

- the electricity supplier has notified the household consumer in writing concerning the arrears and on the possibility of disconnecting service at least twice; the first notification informed the household consumer on the financial solutions available to low-income consumers under Act LXXXVI of 2007 on Electricity (the EA) and Government Decree No on electricity and Governmental Decree No. 273 of 2007 (X.19.) implementing certain provisions of the Act and on the option to have a prepayment metering device installed.

8.3 Defaulting low-income consumers or consumers with disabilities can be disconnected only if the conditions set out in the relevant statutory regulations or the Terms and Conditions of Business apply.

8.4 Household consumers may also be notified first in the invoice sent to them.

8.4 Services under the electricity purchase contract may be suspended for 30 days at most. If the Consumer fails to settle the invoice during that period, the Supplier terminates the contract between the Parties with effect from the 30th day.

8.4 Reconnection of the consumer shall take place within 48 hours at the latest after the arrears, the late payment penalty interest, recovery-related costs and the fee of disconnection and reconnection have been paid, and knowledge thereof has been gained.

9 TERMINATION

9.1 Termination without cause

9.1.1 Ordinary termination (termination without cause)

Both the Consumer and the Supplier may terminate this contract in writing unilaterally with a 30-day notice of termination.

9.1.2 The Consumer may also terminate this contract if the Supplier exercises its right to modify its prices, and the contract price set by it is rejected by the Consumer.

9.2 In the event of termination, in the absence of a continued supply of electricity, the final invoice shall be issued on the basis of the reading of the metering device performed during the distributor's check on the device.

9.3 Termination for cause

In the case of a gross breach of contract the Party affected by the breach of contract may terminate this contract with immediate effect by addressing a unilateral written statement to the Party in breach of contract.

9.1.3 The Supplier may terminate the contract with cause in particular, but not exclusively

- a. if it is established during the period between the entry into force of the contract and the start date of the delivery that the Consumer has a valid and effective contract with another supplier for the duration of the supply (in whole or in part) and the other supplier refuses to switch the Consumer;
- b. if the Consumer violates the Supplier's exclusive right to supply;
- c. if the distribution network operator suspends the supply of electricity to one or more of the Consumer's sites of consumption.

9.3.2 The Consumer may terminate this contract with cause in particular, but not exclusively

- a. if the Supplier suspends or discontinues its activity for a period exceeding 10 calendar days, or its supplier licence has been revoked,
- b. if the Supplier files a petition for bankruptcy with the competent court; or the Supplier's insolvency is declared by a final order of a competent court and liquidation proceedings are opened against the Supplier; or if the general meeting of the Supplier's members has passed a resolution declaring the Supplier to be dissolved without legal successor.

9.3.3 Termination with cause shall be termination with immediate effect.

9.4 Further rules applicable to breaches of contract are contained in the Supplier's Terms and Conditions of Distribution.

10 CUSTOMER RELATIONS, MANAGEMENT OF CONSUMER COMPLAINTS

The Consumer may address his/her complaint to the customer service. Customer service offices are available at the places and during the hours specified in the Terms and Conditions of Business.

If the Consumer is not satisfied with the reply to or the measure taken in response to the complaint, s/he may turn to the consumer protection authority or an arbitration board with his/her complaint.

11 DATA PROTECTION

By signing the Contract, the Consumer agrees that the personal data voluntarily provided by him in the Contract and which necessarily come to the knowledge of MVM Next Energiakereskedelmi Zrt. in connection with the performance of the Contract, shall be processed by MVM Next Energiakereskedelmi Zrt. and/or its agent in accordance with the legislative provisions for the purpose of the performance of the Contract, for the duration of the Contract and any related enforcement of interests. The Consumer consents to the transfer of his data referred to in this Section to the agent of MVM Next Energiakereskedelmi Zrt. (for collection of fees).

MVM Next Energiakereskedelmi Zrt. shall treat the consumer status (the fact of conclusion and existence of the universal service contract, the content elements of the universal service contract not available to the public by law or otherwise) of non-natural persons as trade secrets. Neither party may disclose or grant access to any trade secret to any third party(ies) without the prior written approval of the other party. This provision shall not apply to any information that MVM Next Energiakereskedelmi

Zrt. is to provide to third parties providing legal, financial-accounting, insurance or financial or ancillary financial services on the basis of a contract. Furthermore, unless otherwise provided by law, this restriction shall not apply to any information provided to third parties that are affiliated with or exercise ownership rights in MVM Next Energiakereskedelmi Zrt.

MVM Next Energiakereskedelmi Zrt.

a) shall comply with its prior and transparent information obligation, in line with the recommendations of the NAIH, in relation to the personal data it processes in the context of the provision of electricity services in accordance with Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46/EC (General Data Protection Regulation) and the Act CXII of 2011 on the right to information self-determination and freedom of information (Infotv.) in the General Privacy Notice on the processing of data related to the performance of the electricity distribution contract, which is an annex to the Data Protection and Data Security Policy and is also available separately on the website and in the customer service offices of MVM Next Energiakereskedelmi Zrt.

b) shall fulfil its obligation to provide transparent, prior information in accordance with the General Data Protection Regulation and the Infotv. on the personal data it processes in connection with voice telephony, in line with the recommendation of the NAIH, in the Voice Recording Data Processing Notice on the processing of voice telephony data, available on its website and in its customer service offices.

12 GOVERNING LAW, DISPUTE RESOLUTION

Matters not regulated herein shall be governed by the Hungarian substantive law rules in force, thus, primarily the provisions of the Civil Code (Act V of 2013), the provisions of Act LXXXVI of 2007 (the VET), Government Decree no 273/2007. (X.19.) implementing the VET (the VET Vhr.) and other regulations, supply codes and the Standard Service Agreement of the Supplier adopted by MEH. The contracting parties shall seek to settle any dispute between them concerning the interpretation, performance or termination of the contract by amicable negotiation. If such endeavours fail, the contracting Parties shall submit all their disputes related to the contract to the ordinary court having jurisdiction and competence under the general rules or an arbitration board.

Consumer	representing MVM Next Energiakereskedelmi Zrt. as supplier

MVM Next Energiakereskedelmi Zrt.

Effective from: 1 January 2022



TECHNICAL TRANSLATION

Prepared by the Hungarian Office for Translation and Attestation Ltd.

This translation shall in no way replace attested translation.

MVM Next Energiakereskedelmi Zrt.

ANNEX M.12 to the General Rules of Business of Electricity Distribution

Annex M.12

Template for contracts of indefinite duration for non-household consumers entitled to receive general services under competitive market conditions

**TEMPLATE FOR ELECTRICITY PURCHASE CONTRACTS OF INDEFINITE
DURATION FOR NON-HOUSEHOLD CONSUMERS ENTITLED TO RECEIVE
GENERAL SERVICES UNDER COMPETITIVE MARKET CONDITIONS
(SEPCIFIC TERMS AND CONDITIONS OF CONTRACT)**

CONTRACT NUMBER:

This contract has been concluded by and between

Consumer, of the one part

Name:	
Registered office:	
Company registration number:	
Tax number:	
Bank account number*	
E-mail address*	
Telephone number*	

*MVM Next Energiakereskedelmi Zrt. manages the data on the basis of the Consumer's voluntary approval.

Payor (if different from the Consumer):

Name:	
Registered office:	
Company registration number:	
Tax number:	
Bank account number:	
E-mail address*	
Telephone number*	

the Supplier, of the other part,

Name:	MVM Next Energiakereskedelmi Zrt.
Registered office:	1081 Budapest, II. János Pál pápa tér 20.
Company registration number:	01-10-140263
Bank account number:	
Name of contact person:	
Telephone number of contact person:	
E-mail address of contact person:	uzleti@mvm.hu

(the Supplier and the Consumer jointly the Parties, each a Party) on the date and at the place indicated below, and under the following terms and conditions:

1 OBJECT OF THE CONTRACT

The Supplier undertakes to provide electricity for all the site(s) of consumption listed in Annex 1. The sites of consumption covered by the contract shall be included in the balance unit of the Supplier or in the same balance unit as the Supplier's for the term of the contract; in the latter case, the Supplier shall act as the Balance Unit Aggregator and the Consumer shall

authorise the Supplier to conclude the balance unit membership agreement in its name and on its behalf. The Consumer undertakes to pay the price of and the fees related to the electricity sold by the Supplier hereunder and the items payable as legal sanctions for breaches of contract in accordance with the provisions of the contract.

2 CONTRACT DATA

Start date of the contract term: _____

Name of tariff: "UNLIMITED"

Electricity price to be paid by the Consumer at the effective date: HUF _____ /kWh

3 TERMS AND CONDITIONS OF DISTRIBUTION

3.1 The price in clause 2 comprises

- the costs of supply of active electricity;
- the fee of performing balancing tasks;

The unit price of the electricity supplied under the contract shall not comprise (in particular, but not limited to):

- the costs of electricity transport and divorce;
- the transport and invoicing of reactive power;
- metering, rent, maintenance and operation of metering equipment;
- operation, maintenance and upgrade of the electricity network;
- use of connection equipment;
- the costs of any auxiliary connection equipment;
- network losses.

The provision of the above services forms part of the network connection and network use contracts for the Consumer's eligible site of consumption.

3.2 The Supplier invoices the Consumer for the costs of electricity and, as fees of a mediated service, the system use fees determined in the effective laws in respect of each site of consumption. [This section of the text is inserted in the text if the Consumer mandates MVM Next Energiakereskedelmi Zrt. to pay system use fees.]

3.2 The Parties delete clauses 4.3 and 4.4 of the General Terms and Conditions of Contract, i.e. they expressly state that the Consumer pays general system use fees to the authorised distributor directly. Having regard to this provision, the Parties delete "and system use fees as fees of a mediated service" from clauses 5.2.1 and 5.2.2 of the General Terms and Conditions of Contract. [This section of the text is inserted in the text if the Consumer does not mandate MVM

Next Energiakereskedelmi Zrt. to pay system use fees; rather, it pays them to the distributor itself.]

3.3 The contract price shall be the price of electricity, net of any tax. In the event that in the future any legislation provides for the application of a new type of tax, levy, contribution or any other new or existing cost component or the modification of an existing cost component relating to the supply of electricity which affects the subject matter of this contract, such new item(s) shall automatically be charged and invoiced in addition to the contract price to the extent and in the manner permitted by the applicable legislation.

This contract and its pertinent provisions have been drawn up in accordance with the mandatory off-take scheme in force and known on the day when the offer serving as the basis of the contract was put forward. If, relative to this, any other costs are set in future regulations in connection with the mandatory off-take scheme or any modification thereof, or arise from regulatory changes, in addition to the contract price, these new items will also be charged and invoiced.

3.4 The Parties agree that pursuant to the current statutory regulations the Consumer does not have to pay the additional costs of energy (“green energy” or “mandatory off-take”) to be mandatorily taken over under section 13(1) of Act LXXXVI of 2007 on Electricity and NFM decree no 1/2016. (I.27.) NFM. If the regulations change or the Consumer is no longer entitled to receive a universal service (under the current regulations if it no longer purchases low voltage electricity or all of its sites of consumption exceeds 3*63 A of interconnected output level in total), the additional costs of energy (“green energy” or “mandatory off-take”) to be mandatorily taken over will also be invoiced.

While these costs are invoiced, the Consumer’s total monthly consumption are split into two parts in accordance with the off-take proportion published by MAVIR for the month concerned, and those two parts are invoiced as two separate items monthly:

- Part 1: quantity invoiced at the contract price, net of the off-take proportion;
- Part 2: quantity of the off-take proportion at the unit price published by MAVIR for the month concerned.

3.5 The Consumer undertakes to purchase the total amount of electricity that it needs from MVM Next Energiakereskedelmi Zrt. during the entire term of contract.

3.6

The Contract becomes valid when duly signed by the Consumer and returned to the Supplier until _____ and enters into force on __. 20__ at 00:00 hours.

The Parties enter into this agreement for indefinite duration.

The electricity price to be paid by the Consumer is the price set in accordance with the “UNLIMITED” tariff disclosed on the Supplier’s website and Annex 1 to the Terms and Conditions of Business.

3.7 If at the contract date the Consumer does not have a valid and effective network use agreement or network connection agreement, or such agreement fails to be made for any reason until the start date of the electricity supply, or, for reasons within the Consumer’s or the Payor’s control, the Consumer cannot joint the Supplier’s balance unit, the Consumer shall pay the Supplier 25% of its anticipated annual consumption determined in Annex 1 hereto.

4 INVOICING AND PAYMENT TERMS

In the case of profiled sites of consumption, MVM Next Energiakereskedelmi Zrt. shall issue a partial invoice for each invoicing period, by prorating the metered annual consumption of the site of consumption and its profile curve. The actual electricity consumption shall be invoiced on the basis of the settlement invoice issued at the time of meter reading according to the quantity difference. The quantitative deviation from the profile shall be the difference between the amount of electricity established according to the annual meter reading schedule and the amount of electricity determined on the basis of the meter reading at the last meter reading, and the electricity resulting from the metered annual consumption for the settlement period. Quantitative difference shall be invoiced at the contracted price.

In the case of time-series sites of consumption electricity actually consumed shall be invoiced ex post, monthly under the contractual terms and conditions.

Payments shall be made on the basis of electronic invoices issued by MVM Next Energiakereskedelmi Zrt. in compliance with the Hungarian accounting regulations by bank transfer within **15 calendar days** from the issue of the invoice.

The Consumer undertakes to register for the e-invoice service 15 days before the start date of the contract term specified in clause 2 at the latest.

In the event of late payment, the Consumer shall pay default interest on the amount overdue for the days of default until the payment is made (i.e. the date of crediting the amount to the account of the beneficiary) in accordance with the Civil Code.

5 PROCEDURAL RULES FOR ESTABLISHING BALANCE UNITS

MVM Next Energiakereskedelmi Zrt. as balance unit manager or balance unit aggregator shall also have balance unit responsibilities in respect of the Consumer's sites of consumption constituting the object of this contract.

MVM Next Energiakereskedelmi Zrt. as balance unit manager or balance unit aggregator undertakes to draw up the Consumer's schedule, which it forwards to MAVIR or the balance unit manager. The Balance Unit Manager shall submit its balance unit schedule daily, in accordance with the rules set out in the Commercial Regulations and by means of the IT application required by MAVIR Zrt.

6 QUALITY AND SAFETY OF ELECTRICITY SUPPLY

Management of technical risks:

Pursuant to section 29 on the operation of public networks of Act LXXXVI of 2007 on Electricity (the VET), authorised network operators shall be responsible for the quality of the transmission and/or distribution network as well as the safety of supply.

Accordingly, in no cases shall MVM Next Energiakereskedelmi Zrt. be liable for any consequence of network failures.

7 CONFIDENTIALITY

The Parties shall treat the content of this contract in the strictest confidence. The Customer may not disclose the content of this contract, in whole or in part, to a third party without the prior written consent of the Supplier. Unless otherwise provided by law, this restriction shall not apply to information disclosed to third parties that are affiliates or entities exercising the Supplier's ownership rights.

8 LEGAL FRAMEWORKS

8.1 By signing this contract, the Consumer grants its irrevocable consent to the transfer of the rights and obligation of the Supplier to any third party any time during the term of this contract if such transfer provides the same or more favourable terms and conditions for the Consumer.

8.2 The General Terms of Contract, which the Consumer has familiarised himself/herself with and accepted as binding on himself/herself, shall constitute an integral part of this contract.

This contract shall mean the full text of this contract, the specific and general terms and conditions and, if any, the annexes to this contracts jointly. The general and specific terms and conditions shall only be valid together, and any reference to this contract shall be construed as a reference to the general and specific conditions jointly.

In the event of any contradiction between the general and the specific terms of this contract, the specific terms shall prevail.

8.3 The detailed rules on data processing (in general, voice recording) are set out in the Terms and Conditions of Business, and in the Privacy Notices available at the website and in the customer service offices.

8.4 The Parties may terminate this contract without cause in writing, giving a 30-day notice of termination. The Consumer shall communicate its termination in writing, in a credible manner, in the form of a notification to the address provided in clause 9.1 of the General Terms and Conditions of Contract.

If, citing section 47/B of the VET, the Supplier rejects the switch to another supplier, the Consumer shall, after meeting all the contractual terms and conditions, send notification to the Supplier to the address specified in clause 8.1 of the General Terms and Conditions of Contract.

8.5 The Supplier may modify the price of electricity specified in clause 2 through a unilateral contract modification after modifying Annex 1 to its Terms and Conditions of Business of Electricity Distribution under the conditions therein and by sending the Consumer a written notice sent to the Consumer or giving notification on its website at least 30 days before the price rise. If the Consumer rejects the modified fee, s/he may terminate the contract in writing with a 30-day notice of termination. In the absence of an express rejection termination the Parties shall deem the modified price applicable.

9 CONTACT PERSON FOR MVM Next Energiakereskedelmi Zrt.

Name:

Telephone number:

Mobile phone number:

Fax number:

E-mail:

Done
at _____ 20_ _____ month _____ day

Done
at _____ 201_ _____ month _____ day

representing the Consumer Signatory's
name Signatory's position

representing MVM Next
Energiakereskedelmi Zrt. as supplier:

SPECIFIC TERMS AND CONDITIONS OF ELECTRICITY PURCHASE

CONTRACTS

ANNEX 1

PLACE OF DELIVERY/BASIS OF FINANCIAL SETTLEMENT

1

Sequence number:	
Identification number of the site of consumption:	
Name of the site of consumption:	
Address of the site of consumption:	
Type of the site of consumption:	
Identification number of the metering point:	
Contracted capacity:	
Number of connection points:	
Voltage level of the connection point:	
Anticipated consumption (For profiled sites of consumption): (MWh/year)	
Consumer's profile (For profiled sites of consumption):	
Anticipated consumption (For metered sites of consumption): (MWh/year)	

Done
at 20..... month day

Done
at 201..... month day

representing the Consumer Signatory's
name Signatory's position

representing MVM Next
Energiakereskedelmi Zrt. as supplier:

TEMPLATE FOR CONTRACTS OF INDEFINITE DURATION FOR ELECTRICITY PURCHASES

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR NON-HOUSEHOLD CONSUMERS PURCHASING UNDER COMPETITIVE MARKET CONDITIONS

1 GENERAL PROVISIONS

- The Supplier holds a valid electricity supplier's licence; its number is:
- The Supplier has a valid balance unit contract with the System Operator or another Balance Unit Manager. On this basis, it is entitled to act as a balance unit manager or Balance Unit Aggregator.
- The Customer shall be connected to the balance unit of the Supplier or to the same balance unit as the Supplier from 0:00 a.m. on the day of the start of the transmission, and shall maintain its membership in the balance unit during the term of the contract.
- Term: from the date of execution by persons duly authorised by the parties to 24:00 hours of the last day of the delivery period.
- Period of supply: the period of time during which the quantity of electricity specified in the electricity purchase contract is supplied and taken over.

2 OBJECT OF THE CONTRACT

2.1 The supply of electricity to the site(s) of consumption specified in the specific terms and conditions of the contract.

2.2 The Consumer shall purchase electricity from the Supplier to meet its electricity needs in accordance with the terms and conditions of this supply-based contract for the purchase of electricity. The Supplier shall be available on the transmission network to provide the amount of electricity anticipated in the contract concluded with the Consumer under the terms and conditions set out in the contract up to the level of available capacity specified in the network connection contract.

The Consumer shall pay the Supplier the contractual tariff for the electricity received as well as the

applicable taxes, and shall receive the electricity supplied to it under the conditions of the contract applicable to it.

2.3 The transmission of the contracted electricity to the Consumer's connection point shall be the responsibility of the relevant authorised transmission and distribution network operator. Therefore, the Supplier shall not assume liability for any quality defects in the electricity supplied and for the transmission and distribution of electricity under this contract and the applicable legislation.

2.4 The risk related to the transmitted electricity shall pass at the points of entry of the electricity into the transmission network.

2.5 In the case of consumption breakdown at the Consumer's sites of consumption, the trouble-shooting service of the competent distributor shall act.

2.6 The following is expressly not the object of this contract

- any undertaking in relation to reactive power;
- transport of electricity and ensuring its quality at the place of delivery,
- the lease, maintenance and operation of the metering equipment,
- operation, maintenance and upgrade of the electricity network,
- compensation for any losses during electricity supply.

3 RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 Rights and obligations of the Supplier

3.1.1 The Supplier shall provide the full amount of electricity required at the sites of consumption

specified in the Specific Terms and Conditions of the Electricity Purchase Contract, in accordance with the Specific Terms and Conditions of the Sales Contract, i.e. it shall purchase the amount of electricity consumed by the Consumer there in its name, and make it available.

3.1.2 The Supplier shall comply with the provisions of its operating licence and the balance unit agreement and, unless otherwise agreed by the Parties, continue its distribution activities during the term of this contract. If the Supplier fails to comply with the provisions of the operating licence or the balance unit contract or fails to observe the term of the balance unit contract, the contract shall terminate with the legal sanctions of breach of contract imposed.

3.1.3 The Supplier declares that the electricity to be supplied to the Consumer will be partly supplied from domestic sources and partly from imported sources, and therefore, if the Supplier's sources of supply of domestic or imported energy are unavailable for at least 30 days for reasons other than force majeure, or are so limited that the Supplier cannot supply the Customer at the fee stipulated in the contract, the Supplier shall be entitled to propose the amendment of this contract.

3.2 Rights and obligations of the Consumer

3.2.1 The Consumer undertakes to purchase electricity for the site(s) of consumption specified in the Specific Terms and Conditions of the Electricity Purchase Contract exclusively from the Supplier during the term of the contract.

3.2.3 The Consumer shall pay the energy tariff and other payment obligations arising in connection with the contract in accordance with the provisions of the General Terms and Conditions and the Specific Terms and Conditions of the Contract for the Purchase of Electricity.

3.2.4 The Consumer shall keep the network connection and network use contract in force for the duration of this contract. It shall notify the Supplier of any modification or termination of these contracts at least 15 calendar days before the date of termination. Any additional charges, interest, penalties or damages payable to the Distribution Network Operator or the System Operator due to the late notification shall be borne in full by the Customer. If any one of the Consumer's network connection or network use contracts terminates, this contract shall also terminate.

3.2.5 The Consumer shall grant the Supplier a right of proposal in respect of any one of its new sites of consumption.

3.2.6 The Consumer shall notify the Supplier of the following events at the time specified herein:

a. the date(s) and duration of any scheduled preventive maintenance (scheduled shutdown, scheduled production reduction, scheduled production increase) at least one month before the scheduled preventive maintenance (scheduled shutdown, scheduled production reduction, scheduled production increase). This notification shall specify the expected average load and consumption.

b. In the event of an unscheduled outage or reduction in production or load or equipment failure, promptly regarding the actual or expected date and duration. This notification shall specify the expected average load and consumption.

c. The Consumer undertakes to notify the Supplier of any termination of production or use at a business site no later than 30 calendar days prior to the termination of production/use. This information shall be treated as trade secret by the Supplier.

d. Failure to comply with the notification obligation set forth in clause 3.3.6 results in the Consumer's

having to pay the Supplier the fee specified in clause 8.2.2 in respect of the site concerned.

3.2.7 Upon the request of the Supplier, the Consumer engaged in economic activities shall provide the business data affecting its electricity consumption for information purposes, and other information related to its business activities.

4 THE FEE PAYABLE FOR ELECTRICITY UNDER THE CONTRACT

4.1 The Consumer shall pay energy prices in accordance with this contract. The exact amount of the energy fee is set out in the contract entitled “Specific Terms and Conditions of the Contract for the Purchase of Electricity”.

4.2 The Supplier may claim from the Consumer the pro-rated part of the energy efficiency contribution payment obligation calculated by the Supplier and payable by the Customer, taking into account the energy saving obligation to be fulfilled by the Supplier under Act LVII of 2015 on Energy Efficiency (hereinafter referred to as the “Enhat tv.”), as the obligor of the Energy Efficiency Obligor System, pursuant to the Enhat tv. The Energy Efficiency Fee, invoiced monthly as a separate tariff item in the invoice containing the electricity tariff, shall be calculated on the basis of the savings percentage specified for the sales of the calendar year covered by the contract period pursuant to Section 15 (1) of the Enhat tv., the value of the energy efficiency contribution pursuant to Section 15/E (1) of the Enhat tv., determined in HUF/kWh, multiplied by the amount of energy invoiced under the Contract for the Purchase of Electricity [e.g. in calendar year 2021 the savings percentage shall be 0.3%]. If the contract period covers several calendar years, the savings percentage will be adjusted to the percentage specified for each calendar year. The Energy Efficiency Fee for a given calendar year [HUF/kWh] can be found on the Supplier’s website.

The payment deadline for the invoiced Energy Efficiency Fee shall be the same as the payment deadline for the electricity tariff.

4.3 The general system use fees are set in MEKH regulation no 10/2016. (XI.14.) as amended from time to time. The Supplier shall pay the general system use fees to the Distributor, and invoice Consumer for them as the fees of a mediated service.

4.4 If system use fees are modified, the Supplier incorporates the modified fees into its invoiced amount with effect from the effective date of the modification.

4.5 Taxes in accordance with the prevailing tax laws in force shall be added to the fee specified in the contract.

4.6 In the event that in the future any legislation provides for the application of a new type of tax, levy, contribution or any other new cost component related to the supply of electricity which affects the object of this contract, such new item(s) shall automatically be charged and invoiced in addition to the fee payable.

5 GENERAL INVOICING AND PAYMENT TERMS

5.1 By submitting the invoice to the Consumer or the Payor, the Supplier shall enforce its entitlement to the amounts due under any legal grounds set out in this contract. In all cases, invoices shall be issued in accordance with the effective legal standards. The Supplier shall send a copy of the invoices to the mailing address provided by the Consumer or the Payor. The Consumer or the Payor shall settle the invoice within 15 days from the issue of the invoice by paying the invoiced amount into the bank account number via bank transfer, direct debit or cash transfer or forced collection. Any bank charges and costs associated with the fulfilment of any financial obligation hereunder shall be borne by the Customer or the Payor. In no case may they be passed onto the

Supplier. The financial settlement of all invoices payable under this contract shall be free from any set-off (deduction or withholding) or counterclaim, unless otherwise provided by a mandatorily applicable law and/or this contract or otherwise agreed in writing by the Parties. This shall be without prejudice to the right of set-off or counterclaim of the Parties under any rule set out in the Civil Code and the Code of Civil Procedure.

5.2 Invoicing terms

5.2.1 For profiled sites of consumption

(a) The monthly partial invoice shall include the amount of the portion of the metered annual consumption of the at the site(s) of consumption for the relevant invoiced period based on the profile curve as determined by the unit price in the Specific Terms and Conditions of Contracts. It also comprises system use fees as the fee of an intermediated service.

(b) The Supplier shall, in accordance with the meter reading performed by the authorised distributors, issue a final invoice once a year or when the distribution contract expires.

5.2.2 In the case of sites of consumption subject to time-series settlement

(a) The Contracting Parties agree to apply calendar month-adjusted accounting in respect of electricity prices during the term of this contract. The accounting period shall run from 0:00 a.m. on the 1st day of each month until 24:00 p.m. on the last day of the month.

(b) The monthly invoice comprises the starting and the closing meter reading data (if such data are provided by the competent distributor for the supplier), the amount consumed and measured by the metering device as determined by means of the unit price under the specific contract and the system use fees as fees of a mediated service.

5.3 Late payment

5.3.1 Payments made by the Consumer via cash transfer or bank transfer shall be deemed to have been made when the funds are credited to the Supplier's bank account, or, in the case of collection and direct debit orders, when the funds are debited to the Consumer's account by the financial institution authorised by the Supplier.

5.3.2 In the event of late payment, the Consumer shall pay default interest on the amount overdue for the days of the default until the payment is made (i.e. the date of crediting the amount to the account of the beneficiary) in accordance with the Civil Code as well as any recovery costs under the relevant laws. The start of the delay shall be the day following the due date.

5.4 Invoice objection

5.4.1 The Consumer may raise an objection against the financial settlement and the invoicing with the Supplier by providing the documents underpinning the objection within 5 working days from receipt of the invoice. In the event of a invoicing objection, the undisputed amount shall be settled financially by the date specified in clause 5.3.1 of this contract.

5.4.2 The objection shall include the number, date, due date and total amount of the disputed invoice, the disputed amount and the basis of the dispute without the invoice returned.

5.4.3 If the Supplier agrees with the objection, it shall issue a corrective invoice, and send it to the Consumer without delay. The Consumer shall pay the amount on the original invoice and that on the corrective one by the due date on the original invoice at the latest, or if that date has elapsed, within 5 working days from receipt of the corrective invoice. No late payment penalty interest can be charged on the amount of the disputed invoice accepted by the Supplier.

5.4.4 If the Consumer acknowledges his/her payment obligation in the course of the invoice

objection or the adjudication thereof (failed invoice objection), or the Parties come to an agreement on the dispute, the amount indicated as the object of the invoice objection shall be paid within 5 working days from the date of the end of the dispute, or if an agreement has been reached, the date of the agreement along with default interest for the period between the original due date of the invoice and the date of the actual payment.

5.4.5 If the Parties do not initiate the resolution of the dispute within 15 working days from receipt of the objection and fail to resolve the dispute during a 15-working day period thereafter, either Party may initiate the application of the “Dispute Resolution” rules in Section 9.

5.4.6 If any overpayment is detected on the Consumer’s current account as a result of any payment, in the absence of a specific agreement, the Supplier shall deduct such overpayment due to the Consumer from the amount next invoiced for the Consumer.

6 DAMAGES/COMPENSATION

6.1 Payment of contractual penalty by the Parties shall not exempt the Party in a breach of contract from paying compensation for the Party sustaining quantifiable damage caused by the other Party’s breach of contract.

6.2 In other instances of a breach of contract not identified above, the party in breach shall be liable to compensate the other party for the proven damage caused to it unless it proves that, in order to perform the contract, it proceeded with the care generally expected under the given circumstances.

6.3 If it is established that non-performance, defective performance or damage is attributable to a third party act, force majeure, weather conditions posing unavoidable hindrances, network capacity constraints or demand disconnection specified in the regulations of the system operator, the authorised

supplier or the authorised distribution network operator, neither Party shall be held liable to the other Party for the damage caused by such events.

8 STEPS TO SUSPEND THE SUPPLY OF ELECTRICITY

The Supplier may raise the issue of the suspension of the supply of electricity with the authorised distributor if the Consumer defaults on payment. Prior to this, however, the Supplier shall call upon the Consumer in writing to pay and inform it on the possibility of the suspension of the service as a possible sanction while setting a deadline. The authorised distributor disconnects the Consumer or suspend the provision of the service to the Consumer in accordance with its General Business Terms and Conditions, and will only reconnect the Customer if the party that initiated the disconnection or the suspension of the service initiates reconnection. The Supplier only initiates the reconnection of the Consumer or the continuation of the provision of the service to the Consumer if the Consumer pays all its overdue invoices.

9 TERMINATION

9.1 Termination of this contract

This contract shall terminate:

- in the event of the Parties’ mutual agreement, on a date to be fixed in the written agreement of the Parties;
- if, in any period following the period of fixed contracted prices, the Consumer intends to purchase electricity from a person other than the Supplier and communicated this decision in writing to szerzodesfelmondas@mvm.hu or MVM Next Energiakereskedelmi Zrt. 6701 Szeged, Pf. 1200 at least 60 days before the entry into force of the new price.

9.2 Termination without cause

9.1.2 Termination by either party:

Either Party may terminate this contract unilaterally with a 60-day notice period with effect from the last day of the term of the contract specified in the Specific Terms and Conditions of the Electricity Purchase Contract. No termination shall be validly made unless in writing. MVM Next Energiakereskedelmi Zrt. has the following contact points for receipt of the termination notice in a documented manner: MVM Next Energiakereskedelmi Zrt. 6701 Szeged, Pf. 1200 or szerzodesfelmondas@mvm.hu

9.3 Termination for cause: In the case of a gross breach of contract the Party affected by the breach of contract may terminate this contract with immediate effect by addressing a unilateral written statement to the Party in breach of contract.

9.1.3 The Supplier may terminate the contract with cause in particular, but not exclusively

- (a) if it is established during the period between the entry into force of the contract and the start date of the delivery that the Consumer has a valid and effective contract with another supplier for the duration of the supply (in whole or in part) and the other supplier refuses to switch the Consumer;
- (b) if the Consumer violates the Supplier's exclusive right to supply;
- (c) if the Consumer fails to comply with its payment obligations set out in clause 5.5,
- (d) if the Consumer fails to comply with its obligations under clauses 4.3.2.2, 6 and 3.2.7,
- (e) if the distribution network operator suspends the supply of electricity to one or more of the Consumer's sites of consumption,
- (f) if the Consumer files a petition for bankruptcy with the competent court; or the Consumer's insolvency is declared in a final order by a competent court and liquidation proceedings are opened against the Consumer; or the duly authorised body of the

Consumer has passed a resolution declaring the Consumer to be dissolved without legal succession.

9.3.2. The Consumer may terminate this contract with cause in particular, but not exclusively

(a) if the Supplier suspends or discontinues its activity for a period exceeding 10 calendar days, or its supplier licence has been revoked,

(b) if the Supplier fails to meet its payment obligations to the Consumer,

© the Supplier files a petition for bankruptcy with the competent court; or the Supplier's insolvency is declared by a final order of a competent court and liquidation proceedings are opened against the Supplier; or if the general meeting of the Supplier's members has passed a resolution declaring the Supplier to be dissolved without legal successor.

9.3.2. In the cases set forth in clauses 9.3.1. and 9.3.2. the party in breach of contract shall pay the other party cancellation penalty. The amount of the frustration penalty shall be the product of the quantity of electricity corresponding to 80% of the forecast consumption (if the forecast is for the entire contractual period, then the *pro rata temporis* part of the forecast quantity) as specified in the offer or contract, and the unit price specified in the specific terms and conditions of the contract for the purchase of electricity for the period between the date of expiry of the supply period specified in the contract and the termination of the contract.

9 SPECIAL RULES APPLICABLE TO HOUSEHOLD POWER PLANTS

If the Consumer establishes a household power plant at a point of connection that is covered by a contract with the Supplier, it shall notify the Supplier within 15 days from the date of the connection and, if so requires, it may request the Supplier to take over the electricity produced. Subsequent to the information and the request for the takeover, in light of the changed circumstances, the Supplier may review the

terms and conditions of the electricity purchase contract and put forth an offer that pertains to contract modification and is different from the contract in force, or, without any legal sanction imposed, terminate the contract with effect from the last day of the month following the receipt of the information. Further details are set out in the Supplier's General Terms and Conditions of Business.

11 DATA PROTECTION

By signing the Contract, the Consumer agrees that the personal data voluntarily provided by it in the Contract and which necessarily come to the knowledge of MVM Next Energiakereskedelmi Zrt. in connection with the performance of the Contract, shall be processed by MVM Next Energiakereskedelmi Zrt. and/or its agent in accordance with the legislative provisions for the purpose of the performance of the Contract, for the duration of the Contract and any related enforcement of interests. The Consumer consents to the transfer of his data referred to in this Section to the agent of MVM Next Energiakereskedelmi Zrt. (for collection of fees).

MVM Next Energiakereskedelmi Zrt. shall treat the consumer status (the fact of conclusion and existence of the universal service contract, the content elements of the universal service contract not available to the public by law or otherwise) of non-natural persons as trade secrets. Neither party may disclose or grant access to any trade secret to any third party(ies) without the prior written approval of the other party. This provision shall not apply to any information that MVM Next Energiakereskedelmi Zrt. is to provide to third parties providing legal, financial-accounting, insurance or financial or ancillary financial services on the basis of a contract. Furthermore, unless otherwise provided by law, this restriction shall not apply to any information

provided to third parties that are affiliated with or exercise ownership rights in MVM Next Energiakereskedelmi Zrt.

MVM Next Energiakereskedelmi Zrt.

(a) shall comply with its prior and transparent information obligation, in line with the recommendations of the NAIH, in relation to the personal data it processes in the context of the provision of electricity services in accordance with Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46/EC (General Data Protection Regulation) and the Act CXII of 2011 on the right to information self-determination and freedom of information (Infotv.) in the General Privacy Notice on the processing of data related to the performance of the electricity distribution contract, which is an annex to the Data Protection and Data Security Policy and is also available separately on the website and in the customer service offices of MVM Next Energiakereskedelmi Zrt.

(b) shall fulfil its obligation to provide transparent, prior information in accordance with the General Data Protection Regulation and the Infotv. on the personal data it processes in connection with voice telephony, in line with the recommendation of the NAIH, in the Voice Recording Data Processing Notice on the processing of voice telephony data, available on its website and in its customer service offices.

12 GOVERNING LAW, DISPUTE RESOLUTION

Matters not regulated herein shall be governed by the Hungarian substantive law rules in force, thus, primarily the provisions of the Civil Code (Act V of 2013), the provisions of Act LXXXVI of 2007 (the

VET), Government Decree no 273 implementing the VET, the provisions of other decrees implementing the VET, supply codes and the Terms and Conditions of Business of the Supplier adopted by MEH. The contracting Parties endeavour to settle any dispute that may arise between them in connection with the interpretation, performance and

termination of this contract amicably through negotiations. If such endeavours fail, the contracting Parties shall submit all their disputes related to the contract to the ordinary court having jurisdiction and competence under the general rules or an arbitration board.

MVM Next Energiakereskedelmi Zrt.

Effective from: 1 January 2022



TECHNICAL TRANSLATION

Prepared by the Hungarian Office
for Translation and Attestation Ltd.

This translation shall in no way replace attested
translation.

Electronically certified document

MVM Next Energiakereskedelmi Zrt.

Electricity Standard Service Agreement

Annex M.15

Acknowledgement of receipt for notifying user change

Acknowledgement of receipt for notifying user change

Transferor (moving) user's name^{1,2}:

user as owner tenant other ^{1,2}.

Birth name¹:.....Mother's name¹:.....

Place and date of birth¹:

Tax number^{1,2}:Registration number (e.g. company registration number) ^{1,2}:

.....

Home address¹ /Registered office address²:.....

Notification address^{1,2}:

Telephone number^{1,2}: Bank account number³:

User identification number^{1,2}:Email address^{4,5}:

Data to be provided in the event of the user's death

Deceased user's name¹:

user as owner tenant other ¹.

Birth name¹:.....Mother's name¹:.....

Place and date of birth¹:

Date of death: daymonthyear¹

Death notified by¹:

Notification address¹:

Email address^{4,5}:

Transferee user's name^{1,2}:.....

user as owner tenant other ^{1,2}.

Birth name¹:.....Mother's name¹:.....

Place and date of birth¹:

Tax number^{1,2}:Registration number (e.g. company registration number) ^{1,2}:

.....

Home address¹ /Registered office address²:.....

Notification address^{1,2}:

Telephone number^{1,2}: Bank account number³:

Service location address^{1,2}.....

Metering point identification number^{1,2,6}:

Serial number and reading of metering device(es) at the time of transfer (*Please mark with an X if there is no metering device.*):

Number	Meter serial number ^{1,2}	Meter reading ^{1,2}	Date ^{1,2}	Remark
(1)	_____	_____	_____	_____
(2)	_____	_____	_____	_____
(3)	_____	_____	_____	_____

Please note that MVM Next Energiakereskedelmi Zrt. may modify the data based on the results of the on-site inspection of the metering device.

The Transferor user declares to cease the use of electricity services at the above service location (because of moving, etc.), and therefore, by signing this document, s/he terminates his/her electricity retail contract with MVM Next Energiakereskedelmi Zrt.^{1,2} The Transferor user shall pay the advance and final invoices for the above meter reading(s). If MVM Next Energiakereskedelmi Zrt. acts as agent under the distribution network use agreement concluded by and between the Transferor user and the regionally competent electricity distributor, the Transferor user shall also terminate his/her distribution network use agreement by signing this document and request MVM Next Energiakereskedelmi Zrt. to act in this regard.

The Transferee user declares to use the electricity retail services of MVM Next Energiakereskedelmi Zrt. from the meter reading(s) specified above and to enter into an electricity retail contract with MVM Next Energiakereskedelmi Zrt. (In order to speed up the conclusion of the contract, the Transferee user shall fill out the free market request for quotation (RFQ) accessible on the website (<https://www.mvmenergiakereskedo.hu>).

The Transferee user, as the presumed heir / person entitled to use the service location despite a lack of his/her heirship status further declares to assume all liability to other persons eligible to conclude the contract as a result of the conclusion of the electricity retail contract. Further, in the event of a change of owners regarding the above service location based on the final grant of probate, the Transferee agrees to notify such change within 15 days after the grant of probate becomes final.

The parties declare that the information provided herein is true and correct.

Dated:, day month year

Transferor user / person notifying of the user's death

Transferee user

^{1,2}Data necessary for processing the change of user at the service location, and for this purpose, these data are required to be provided subject to Article 6(1)b) of the General Data Protection Regulation (GDPR) and Section 23/B(2), (4) and (7) of Government Decree 19/2009 (I.30.) (for natural persons, ²other than natural persons).| ³Mandatory for refunds through bank transfers | ⁴If provided, MVM Next Energiakereskedelmi Zrt. is entitled to maintain contact by electronic means. | ⁵ Data to be provided voluntarily and processed with the data subject's consent.| ⁶The number in brackets after the metering point identification number on page 3 of the invoice.

Information on the personal data processed in the context of the provision of electricity retail services and the performance of electricity retail contracts can be found on www.mvmnext.hu and in the General Privacy Notice available at our customer service offices. For information on the personal data processed in the context of audio recordings made in the course of administration, please visit www.mvmnext.hu and consult the Voice Recording Privacy Notice available in our customer service offices. For a detailed Privacy Notice on the processing of personal data of natural persons identified as contact persons in contracts or other documents concluded by certain member companies of the MVM Group, please visit www.mvmnext.hu/Adatvedelem/adatvedelmi-tajekoztatok/adatvedelmi-tajekoztatasok.

Annex 15

Effective: from 1 January 2022



TECHNICAL TRANSLATION

Prepared by the Hungarian Office
for Translation and Attestation Ltd.

This translation shall in no way replace attested
translation.