

NATURAL GAS BUSINESS CODE

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1. Scope and validity of the Business Code, definitions and information relating to the Licensee

CENTREX Hungária Energy & Gas Private Limited Company (hereinafter referred to as CENTREX Hungária Pte.Ltd.Co) has the following business characteristics:

- Name of the company: CENTREX Hungária Pte.Ltd.Co
- Registered office: 1123 Budapest, Alkotás út 50.
- Address of the company: 1123 Budapest, Alkotás út 50.
- Chief executive of the company: János Szitó
- Company registration number: 01-10-045151
- Tax number: 13355403-2-44
- Bank account number: 10918001-00000031-04180001
- Telephone number: (+36) 1 202 41 43
- Fax number: (+36) 1 202 41 46

CENTREX Hungária Pte.Ltd.Co possesses

- natural gas trade licence No. 236/2009

issued by the Hungarian Energy Office (MEH) according to Act XL of 2008 on natural gas supply (hereinafter referred to as “Act on Natural Gas Supply”, or “GET”) and Governmental Decree No. 19/2009 (I.30.) on the enforcement of the Act on Natural Gas Supply (hereinafter referred to as “Govt. Decree” or “Vhr.”).

The aim of this Business Code on Natural Gas Trade (hereinafter referred to as “Code”) is to provide sufficient and detailed information on regulations, obligatory to both parties, of the services fulfilled by CENTREX Hungária Pte.Ltd.Co to natural gas traders and system operators (hereinafter referred to as “Buyers”.and “Users”) purchasing natural gas from the Company.

The Business Code of CENTREX Hungária Pte.Ltd.Co includes the:

- general safety-, quality-, technical-, commercial-, quantity settlement- and payment-related rules of the services fulfilled by the Company
- contractual terms and conditions and rules relevant to the breach of contract, and
- detailed rules for ensuring the adequate standards for the supply of the consumer's demand,
- in separate Appendices: lists of laws and internal rules closely connected with the natural gas trade.

The specific, individual conditions and circumstances relevant exclusively to a given Buyer and CENTREX Hungária Pte.Ltd.Co. are included in the contract for natural gas supply signed by them.

The Business Code and the amendments to it shall be approved by the Hungarian Energy Office (MEH). The approved Business Code is accessible for the Buyers and for those who may be concerned at the Company’s office open to the public at Budapest, Alkotás u. 50., and on the webpage of CENTREX Hungária Pte.Ltd.Co (www.centrex.hu).

Scope and validity of the Business Code

The Code regulates the contractual relation between CENTREX Hungária Pte.Ltd.Co and its Buyers regarding natural gas trade.

The Code comes into force after its approval by the Hungarian Energy Office (MEH) and is valid for the period determined in the resolution of MEH.

CENTREX Hungária Pte.Ltd.Co modifies the Code

- when it is necessary to adjust it to the changes in the relevant legislation and when a binding decision is issued by MEH;
- when it is required by the changes in the services or the buyers' demands, and submits the modified Code to MEH for approval.

Definitions

The definitions applied in this Code include the definitions determined in the Act on Natural Gas Supply, the relevant Govt. Decree and other legal provisions issued based on the Act on Natural Gas Supply, and in the Grid and Commercial Code as well as the following definitions:

1. **Remote monitoring equipment:** wired or wireless telecommunication system ensuring the query of data from the Buyer's gas meter in an optionally located centre, in a particular order, automatically and at a desired frequency.
2. **Business secrets:** all those facts, information and data connected with the Company's business activities the disclosure of which may harm any business, financial and market interests of the business partners.
3. **PTK:** Act IV of 1959 on the Civil Code ("Civil Code").

2. Services and activities fulfilled by CENTREX Hungária Pte.Ltd.Co and list of the user groups supplied

Introduction of the Company

CENTREX Hungária Pte.Ltd.Co carries out natural gas trade activities in the Hungarian natural gas market based on its license for natural gas trade and cross border capacity in order to achieve the business aims and objectives of the Owner. In the course of its activities, the Company complies with the relevant legal provisions and regulations and, as a fair trader, respects the written and unwritten rules of trade. Accordingly, the Company sells and purchases natural gas based on the demands of its contracted Buyers and forwards their requests to the licensees operating the natural gas transmission-, storage- and distribution systems.

The Company possesses long-term gas sources.

CENTREX Hungária Pte.Ltd.Co and its employees possess adequate professional experience in the field of gas trade and gas sales.

The organisational chart of CENTREX Hungária Pte.Ltd.Co is included in Supplement 1. The Company pursues its activities subject to licence as stipulated by the relevant legal provisions and the Act on Natural Gas Supply.

CENTREX Hungária Pte.Ltd.Co undertakes to render the following services to its partners:

Purchase of natural gas sources

- CENTREX Hungária Pte.Ltd.Co purchases and delivers the necessary natural gas to its contracting partner. In order to achieve this objective, the Company has long-term contracts ensuring the permanent natural gas supply to its partners based on their demands.
- All tasks (qualitative and quantitative measurement of the off-taken volumes, financial settlement, custom and tax-related matters, complaints management, etc.) relating to the import of natural gas are fulfilled by CENTREX Hungária Pte.Ltd.Co according to the contracts signed with the Buyers.

Sale of natural gas

CENTREX Hungária Pte.Ltd Co. sells natural gas based on contracts in accordance with the applicable laws, to the following possible consumers:

- Natural gas traders,
- Universal service providers,
- End-consumers up to the measure of their own consumption, except for universal service providers
- System operators, up to the measure of their annual compensational natural gas supply.

Related services

- CENTREX Hungária Pte.Ltd.Co prefers commercial transactions with delivery and take-over at the Beregovo (Ukraine) delivery and acceptance point, but in case of relevant demands and related agreements it is ready to provide comprehensive natural gas supply services as detailed below:
 - The Company carries out the required natural gas transmission to the required delivery point according to the required schedule, and for the supply of its Buyers with natural gas, it concludes capacity booking contracts with
 - o the natural gas transmission licensee,
 - o the natural gas storage licensee, in order to compensate the seasonal and short term gas consumption,
 - o the competent natural gas distribution licensee,
 - o the system operator.
 - Fulfills natural gas related accounting functions:
 - o performs the quantitative and qualitative measurements of natural gas,
 - o prepares or has prepared the relevant minutes,
 - o represents its partners in case of disputes with the system operators.
- CENTREX Hungária Pte.Ltd.Co assists the daily operative natural gas supply, for this, based on the contract concluded with its Buyers the Company:
 - provides professional training for its partners (consultancy, expertise, instruction) in order to fulfil the daily and weekly nomination related tasks,
 - keeps ad hoc contact with meteorological services,
 - operates an on-call customer service after working hours,

- provides data to its partners.
- CENTREX Hungária Pte.Ltd.Co concludes odorising contracts in order to ensure secure natural gas supply.
- CENTREX Hungária Pte.Ltd.Co provides data to the system operators (natural gas transmission and distribution) to prepare the order of restriction, and in case of breakdowns and emergency situations it contributes to the successful fulfilment of the order of restriction as well to the restoration of the normal natural gas supply when the malfunction has been eliminated.
- CENTREX Hungária Pte.Ltd.Co provides professional consultancy services regarding:
 - the rationalization of natural gas consumption.
- Besides the fulfilment of its contractual obligations, CENTREX Hungária Pte.Ltd.Co helps its partners to:
 - install the measuring unit and data transfer system,
 - arrange all the questions relating to the connection fee,
 - purchase the required system capacities,
 - develop and establish alternative solutions to economize the energy consumption.

3. Relationships of CENTREX Hungária Pte.Ltd.Co with external organisations, the superior organs and the system operators

3.1. Relationships of CENTREX Hungária Pte.Ltd.Co with the superior organs and their activities relating to the Company:

0. Ministry of National Development: preparation and issue of most of the relevant laws,
1. Hungarian Energy Office: issue of the licence for natural gas trade, approval of the Business Code, inspection and supervisory responsibilities stipulated by the Act on natural gas supply,
2. National Tax and Customs Administration (NAV): matters related to taxation and natural gas import,
3. Hungarian Trade Licensing Office (metrology): solving metrology related problems.

3.2. Departments of CENTREX Hungária Pte.Ltd.Co maintaining contact with the consumers, and their responsibilities:

Basicly, two departments of the Company are charged with the maintenance of contacts with the consumers (see the organisational chart, Supplement No. 1):

- the department of natural gas trade is responsible for the preparation of offers, carries out negotiations regarding the draft contracts, finalizes the contracts and after their signing this department regularly (daily, weekly, monthly or as required by the given transaction) communicates with the representatives of the contracted partners in connection with the supply of financial securities, the nomination, the data reconciliation and the preparation of monthly, quarterly or annual minutes, etc.;
- the economic and financial department participates in the preparation, finalization and signing of the contracts as well as maintaining regular (daily, weekly, monthly or as required) contacts with the representatives of the contracted partner in connection with the supply of financial securities and the settlement of invoices.

3.3. Data provided to the consumers by CENTREX Hungária Pte.Ltd.Co regularly or as required by the natural gas sales contracts:

- information required by the Buyers – in written form,
- allocated data received from the system operators,
- quality related data provided for informational purposes, without legal effect,
- price forecasts for contracted partners at their request,
- monthly or more frequent determination of the required financial securities and preparation of such forecasts,
- quality characteristics of natural gas included in the minutes which is attached to the monthly final accounts, etc.

3.4. Relationships with the system operators

CENTREX Hungária Pte.Ltd.Co

- has contracts for capacity booking with the licensees for natural gas transmission and, if required, with the licensees for natural gas storage and natural gas distribution,
- has contracts with the system operator for system operation services,
- sells balancing natural gas to the operator of the natural gas transmission system,
- at the request of the consumers, the Company handles their contracts for the use of distribution network and for natural gas supply together.

4. General rules for the secure natural gas supply, and the data and environment protection

4.1. Guarantees for the secure supply of consumers and the provisions ensuring their supply with natural gas

The secure supply of the Buyers (consumers) is guaranteed by:

- the guarantees included in the long-term natural gas purchase contracts of CENTREX Hungária Pte.Ltd.Co and the professional and commercial references of the foreign natural gas suppliers and traders which render services to the Company.
- professional knowledge and experience of the employees of CENTREX Hungária Pte.Ltd.Co in the field of the natural gas industry,
- the used data communication and IT systems and softwares,
- the financial guarantee stipulated by paragraph (1) of Article 17 of the Govt. Decree.

4.2. Warranties of the data protection policy

The efficient and secure data management covers collection, storage, processing, utilization, forwarding and disclosure of data. CENTREX Hungária Pte.Ltd.Co complies with the legislation on the protection of personal data and fulfils the provisions regarding data protection.

While managing business secrets and confidential data, CENTREX Hungária Pte.Ltd.Co takes into considerable account the provisions of Act LVII of 1996 on Prohibition of Unfair and Restrictive Market Practices with special regard to the prohibition of the acquisition or the making use of business secrets in an unfair manner or disclosing them in an unauthorized way to third parties or the public.

The data transfer and information system established according to the provisions of the Grid and Commercial Code and submitted to the Hungarian Energy Office for approval during the

licensing process ensures the data protection and confidential and correct management of the Buyers' data.

The confidential management of data is one of the conditions of the natural gas sales contract agreed by the Parties.

The information and data relating to the natural gas trade activities which CENTREX Hungária Pte.Ltd.Co becomes aware of, are managed confidentially and according to the applicable laws (Act on the natural gas supply). Chapter XV of the Act on the natural gas supply (GET) shall prevail regarding the supervision of the data transfer and, in its data protection activity, the Company proceeds in compliance with the provisions of the above-mentioned Chapter of GET.

In order to ensure the effective operation of the system of data protection warranties, CENTREX Hungária Pte.Ltd.Co is obliged to primarily determine the categories of data. Its essential task is to determine the type of the received data, which can be the following:

- personal data,
- state secret, service secret
- business secret,
- confidential data,
- data of public interest,
- other public data.

The warranties for the data categories are as follows:

- compliance with the relevant legislation,
- ensuring legal protection through the Company's internal rules,
- meeting the technical and IT requirements for data storage.

CENTREX Hungária Pte.Ltd.Co does its utmost to prevent the unauthorized access, changes, unapproved disclosure, deletion, damage and elimination of the Buyers' personal data.

The Buyers' data are required for the following:

- conclusion of the natural gas sales contracts between the Buyers and CENTREX Hungária Pte.Ltd.Co.
- ensuring the natural gas supply and fulfilment of the contract:
 - scheduling the natural gas deliveries,
 - booking and ensuring the capacities of the transmission, storage and distribution systems,
 - daily accounts,
 - monthly reading of the gas meters and preparing the relevant records
 - invoicing, collection of debts,
 - co-operation with and data supply to the gas trade licensees and the relevant authorities.

Buyers' data:

- Data of the contracts; point 6.2. of the Code.
- Data relating to the accounts, measurements, payments of the fees and the debts; point 7.8. of the Code.
- Data required for the transmission, storage and distribution of natural gas satisfying the Buyers' demands in the integrated natural gas system.
- Data necessary for the fulfilment of the sales contracts.
- Personal data of the Buyers' representatives.

- The Buyers' data shall be stored during the validity period of the commercial contracts and after that until they become outdated (as determined by the Civil Code.)

The personal data of the Buyers – to the required extent - can be forwarded to:

- the Customer Service of CENTREX Hungária Pte.Ltd.Co,
- the legal and natural persons who fulfill – working as the employees of CENTREX Hungária Pte.Ltd.Co or based on commission agreements – the reading of gas meters; invoicing; delivery of the invoices; collection of the fees and debts; natural gas distribution management; technical work, inspection and switching off at the users' premises, etc.
- the legal representative (according to commission agreement) of CENTREX Hungária Pte.Ltd.Co to arrange disputes regarding measurements, invoicing and accounts, and to experts and organizations authorized based on the agreements between the contracted Parties,
- the Hungarian Energy Office (MEH) to which CENTREX Hungária Pte.Ltd.Co is obliged to forward data stipulated by the Act on Natural Gas Supply, the Govt. Decree, the Grid and Commercial Code and the effective state administrative decisions,
- other gas trade licensees in order to ensure the transmission, distribution and storage of the natural gas sold to the Buyer through the integrated natural gas system,
- the national security organs, the investigating authorities, the prosecutor or the court in order to contribute to their activities in the field of national security, national defence, public safety and prosecution of crimes,
- the bailiff in compliance with Act LIII of 1994 on Judicial Foreclosure,
- any third party required to maintain confidentiality in order to enable it to collect a debt or to enforce a claim in the case when a Buyer does not fulfil its obligations.

CENTREX Hungária Pte.Ltd.Co is liable for the contractual and co-operative partners to comply with the data protection liabilities.

Information about data:

According to the data protection law, the Buyer is entitled to:

- request information regarding the data management,
- have access to the data,
- require the correction of the data.

CENTREX Hungária Pte.Ltd.Co ensures:

- the supply of the information required by the Buyer in written form within 10 days from the receipt of the request,
- personal access of the Buyer to its stored personal data.

The IT system of CENTREX Hungária Pte.Ltd.Co ensures an adequate guarantee for the protection of the Buyers' personal data. Furthermore, the data protection is also guaranteed by the fact that the gas trade and financial data are published in consolidated format in all the reports stipulated by the relevant legislation and issued by CENTREX Hungária Pte.Ltd.Co, thus the data of a single Consumer or Buyer is unidentifiable.

4.3. Environmental requirements and measures ensuring the meeting of the relevant requirements

The quality assurance and environment management systems operated by the transmission, distribution and storage companies guarantee the compliance with the environmental regulations.

The natural gas transmission, storage and distribution licensees take the necessary measures for the prevention of possible breakdowns. The system operators provide permanent failure response services, and the customer service of CENTREX Hungária Pte.Ltd.Co is in contact with them. If the actual operating condition of the integrated natural gas system requires the reduction of the consumption level, or the cessation and the subsequent restart of the consumption in order to maintain the system balance, CENTREX Hungária Pte.Ltd.Co takes the measures stipulated by the Malfunction and Emergency Response Plan and co-operates with the involved organisations.

5. Quality requirements for the services and the sold natural gas

5.1. Quality requirements for the natural gas trade activities carried out by the licensee

In the liberalized natural gas market the consumers' satisfaction with the services rendered is unambiguously shown by their loyalty to their freely chosen suppliers. Increase in the number of end-consumers and the quantity of natural gas sold is the best benchmark of satisfaction.

The quality requirements for the natural gas trade activities performed by CENTREX Hungária Pte.Ltd.Co are:

- comprehensive natural gas supply services and
- secure natural gas supply.

The comprehensive natural gas supply services means that, for example, the Buyers are not usually burdened with the questions and problems relating to the booking of natural gas transmission or distribution or storage capacities or to the seasonal consumption, and CENTREX Hungária Pte.Ltd.Co plays a significant role in the optimization of the Buyers' daily gas consumption management. Therefore, CENTREX Hungária Pte.Ltd.Co acts on the Buyers' behalf at the natural gas transmission-, distribution- and storage licensees and system operators, fulfills the long- and short-term, the annual and the seasonal gas management tasks, and provides consultancy services in the daily and weekly management of natural gas consumption. In order to ensure the above-listed services, the Company keeps permanent contacts with its Buyers.

CENTREX Hungária Pte.Ltd.Co undertakes the following guaranteed services for the natural gas resellers, consumers not eligible for universal services and other commercial clients:

- written answers to all written consumers' claims, invitations to tender or inquiries within 15 days at the latest;
- written answer within 10 days to the inquiries received from its partners regarding its business activities and services rendered;
- investigation and management of the complaints relating to its services and business activities, in accordance with point 7.10;
- examination of complaints regarding invoices within 5 days and sending written answers to the complaints within 5 days;
- operation of an enhanced on-call customer service in case of breakdowns, emergency situations or other special circumstances, and taking the necessary measures in compliance with the Malfunction and Emergency Response Plan.

5.2. Quality requirements for the delivered gas

The quality requirements for the sold gas are determined by Hungarian Standard (MSZ) No. 1648:2000 and by the commercial contracts.

The quality of the sold natural gas compared to the standard is controlled and ensured by using the control equipment and systems stipulated by the Grid and Commercial Code.

CENTREX Hungária Pte.Ltd.Co sells natural gas with a calorific heating value of 33.5 MJ/m³ ±5% and belonging to 2/H gas category.

The other parameters of the gas sold are also in compliance with Hungarian Standard No. 1648:2000.

5.3. Detailed description of the procedures applicable for the control of the quality of natural gas

CENTREX Hungária Pte.Ltd.Co is responsible for maintaining the contracted quality of natural gas which has been entered into the integrated natural gas system in order to supply the Buyer.

The natural gas transmission, storage and distribution system operators are responsible to preserve the quality of the natural gas fed to their systems and to deliver natural gas, with the quality determined in the contract, to the delivery and acceptance points.

In order to control the quality of natural gas, the system operators are obliged to fulfill measurements, tests and data collection during the technological procedures occurring in the integrated natural gas system, and these have to be carried out at the places determined in the Grid and Commercial Code and the business codes of the system operators. Specified methods and certified measuring devices must be used for controlling measurements, examinations and data recording must be performed. The quality-related measurement and calculations can be carried out only according to the relevant MSZ ISO standards.

In order to ensure that the quality of the gas transmitted to the Buyer is the same as the quality authentically measured at the place of measurement, in its sales contracts CENTREX Hungária Pte.Ltd.Co determines the procedures applicable to ensure the required natural gas quality, taking into account the number and locations of the measuring points. This particularly means that the Company has to determine the place of the gas chromatograph belonging to a given delivery point, taking into account the possible directions of the natural gas deliveries.

The frequency of measurements is determined by Hungarian and ISO Standard No. 10715. The quantitative characteristics of natural gas (calorific value, pressure, density, temperature etc.) are measured by the automatic quality control systems installed in the system of the natural gas transmission licensee, and these measurements serve as a base for the settlement of the accounts. The measuring devices are verified by the Hungarian Commercial Licensing Office (MKEH) with the help of reference standards. The quality characteristics of natural gas are indicated by Hungária Pte.Ltd.Co in the minutes handed over to the Buyer attached to the monthly final accounts.

The permitted discrepancy of the quality data having legal effect shall be max. ±1% compared to the test measurements pursued by MKEH or other accredited organizations possessing a licence for testing. The data with no legal effect is reported to the contractual party by CENTREX Hungária Pte.Ltd.Co for informational purposes, on monthly basis, but the Company takes on the responsibility only for meeting the relevant standard MSZ EN 45014:1990.

The complaints of the **Contractual Party** in connection with the quality data obtained in the accounting and measuring period must be submitted in written form. CENTREX Hungária Pte.Ltd.Co investigates the complaint within the shortest possible time, and if it is well-founded,

the Company takes the necessary correction measures. If the contractual party finds a measurement error exceeding $\pm 1\%$, a quantitative-qualitative correction has to be made. The correction shall be aimed at the achievement of a 0 % discrepancy.

The complaint regarding the quality of natural gas (calorific value) affecting the basis for the accounts is considered to be well-grounded if:

- it relates to the 24 hour period before the preparation of the minutes for the given accounting period;
- or the quality error was reported by the contractual party within 24 hours but it was not corrected until the subsequent first minutes was prepared.

In all other cases the complaint is regarded to be groundless, without any investigation.

If the contractual party possesses a sample from the gas of disputed quality, the parties try to achieve an agreement regarding its testing. If no mutual consent is achieved, the gas sample shall be submitted to MKEH for final testing.

If the contractual party does not possess a sample and CENTREX Hungária Pte.Ltd.Co is able to certify the adequate quality of the gas based on the available documents for the given period, the qualitative complaint shall not be accepted. In case of unsuccessful reconciliations, the parties try to achieve an agreement by involving experts and MKEH.

If the quality characteristics of the natural gas do not comply with the limit values determined in the relevant standard or in the contract (“off-specification” gas), CENTREX Hungária Pte.Ltd.Co is obliged to inform the Buyer within the shortest time about the expected or existing extent of the discrepancy from the specification.

After the contractual party has been informed or the quality of gas has changed, the contractual party is entitled to request the suspension of gas delivery without breaching the contract, provided that the extent of the discrepancy exceeds the extent permitted in the contract.

In so far as the changes in the quality of natural gas occur due to reasons not attributable to CENTREX Hungária Pte.Ltd.Co, the services rendered must be deemed to comply with the contract, though the contractual party is entitled to refuse the off-take of the gas, and this is not considered to be the breaching of the contract.

6. Method and detailed rules for satisfying the consumers demands

The new demands for natural gas and the additional demands above the volumes indicated in the commercial contracts must be submitted in written form, indicating the data of the Customer. The Customer who wants to sign a contract with our Company is obliged to prove that it meets the requirements listed in point 7.7 of this Business Code.

6.1. Rules for the providing of information to the applicants

The Buyers’ demands are very different. CENTREX Hungária Pte.Ltd.Co, possessing the data described in point 6.2, carefully studies the possibilities and conditions for the supply of the Buyer with natural gas, and after possible data verification and request for additional data, it makes proposals to the Buyers regarding:

- the starting date of the natural gas supply, taking into consideration the seasonal character of the consumption by the Buyer, the extent, necessity and possibility of natural gas storage, the possible ways and chances for acquiring the required system capacities etc,
- services to be rendered to the Buyer,
- initial natural gas price depending on the starting date and on the delivery point,

- algorithm of the changes in the natural gas prices in dependence on the time and the existing conditions,
- type and size of the required financial security.

CENTREX Hungária Pte.Ltd.Co replies to the demands in written form, without delay, but within 15 days at the latest – based on the information received from the applicants – and if it is possible on the information available, it sends a draft contract to the Buyers; otherwise it determines the conditions for signing a contract and requests the applicants to supply the missing information.

The date when the commercial contract can be signed depends on the Customers' responses to the offers of CENTREX Hungária Pte.Ltd.Co, as well as on the time required for the verification of the data in case of new Customers and the content of the further negotiations.

CENTREX Hungária Pte.Ltd.Co undertakes to sign natural gas sales contracts with the Buyers on its own decision, which means that it does not have any obligations for giving offers.

6.2. Data and documents required from the applicants and the rules of their submission

a) In case of new Customers, the following information is required by CENTREX Hungária Pte.Ltd.Co in order to become acquainted with the demands of the Buyers:

- data of the applicant (name, address, title of usage, representative of the company, company registration number, statistical number or the number of the private entrepreneur's licence),
- specification of the consumption site/feed point (address, purpose, title of usage)
- purpose of the demand,
- requested extent of output capacity/hour at the consumption site, the data of output capacity to be fed, expected annual consumption/feeding broken down in monthly figures
- certification of consumer's demand according to the Grid and Commercial Code,
- data required for the contract for the connection to the system,
- chosen pricing, preferred conditions for payment,
- method of financial accounts,
- name of the bank, banking index (in case of payment by bank transfer),
- requested starting date of the use of the ordered output capacity,
- contents of the consumers' data supply, frequency of submission,
- planned period of the Buyer's demand.

The demand is individually handled by CENTREX Hungária Pte.Ltd.Co and the Buyer.

b) CENTREX Hungária Pte.Ltd.Co requires the following data regarding the contract to be concluded with the Buyer which must be submitted in written form signed by the person(s) entitled to represent the Buyer:

- names, registered offices, bank account numbers, statistical numbers, company registration numbers and tax numbers of the contracting Parties,
- starting date for the sale of natural gas,
- date of expiry of the contract signed for a fixed period,
- place of consumption,
- verification of the transmission, storage and distribution capacities originated from the Buyer's previous gas supply contracts,
- tolerance limits of the booked capacities,

- interruptable consumption and rules of its utilisation,
- measure, duration, frequency and annual extent of interruptable gas capacity, minimum duration between two interruptions and the expected fee reduction during the interruption,
- the quantitative, qualitative data and the pressure of natural gas at the delivery point,
- the required annual natural gas volume broken down in monthly figures (m³, MJ),
- medium- and long-term natural gas demands,
- max. daily natural gas demand (m³/day, MJ/day),
- max. peak demand per hour (m³/hour, MJ/hour),
- minimum extent of the utilization of natural gas capacity within the year,
- consumption profile [daily consumption in the previous year(s), annual period diagram, typical daily off-take identified by hourly data series].

6.3. *Specifications of the Internet- or paper-based natural gas delivery contracts*

CENTREX Hungária Pte.Ltd.Co hereby excludes the possibility of the conclusion of Internet-based contracts. At the present time only paper-based contracts can be signed with our Company.

6.4. *Procedures in case of changes in the consumers' data*

All changes in the Buyers' (Consumers) data and information included in the commercial contract are regarded to be modifications of the contract, therefore the Buyer shall initiate the amendment of the which should be concluded by the time the changes come into force. The elements of the contract, the modification of which depend not only on the will of the Parties can only be modified if all the relevant conditions can be fulfilled (eg. change in the required quantity of booked capacity within a gas year, etc.).

Modification of the Buyers' data included in the Company Register should be initiated with the submission of a certificate of incorporation (an extract from the Company Register), not older than 30 days, to CENTREX Hungária Pte.Ltd.Co.

7. General Contractual Terms and Conditions

7.1. *General provisions of the contracts*

Natural gas can only be sold to a Buyer based on a written contract. The natural gas sales contract becomes valid when it is duly signed by the Parties. The contract is prepared according to the provisions of the Civil Code, always taking into account the changes therein.

Based on the agreement between the Parties, CENTREX Hungária Pte.Ltd.Co is ready to sign contracts for whole and partial natural gas supply services.

a) Types of the contracts to be concluded with the Buyers:

- Long-term natural gas sales contract:
 - for a fixed period of time;
 - for a fixed period of time which may be prolonged in every six month or annually.

- Short-term natural gas sales contracts for a year or less:
 - Independent short-term contracts for a year or less, that determine the contractual conditions for the whole term of the validity of the contract.
 - Updating annual contracts that determine the annual conditions of the long-term contracts in the form of appendices to the long-term basic contracts.

b) General Conditions for the signing of the Contract:

- The Buyer or CENTREX Hungária Pte.Ltd.Co shall possess the required transmission, distribution and storage capacities to meet the Buyer's natural gas demand, including the compulsory overtaking of the capacities reserved under Article 26/B(3) of the Govt. Decree for such end-consumers, which have been taken over from other natural gas traders during the gas year.
- The Consumer shall pay its debt owed to CENTREX Hungária Pte.Ltd.Co at the moment of the expiry, termination or withdrawal of the contract as stipulated by the contract. The invoice issued by CENTREX Hungária Pte.Ltd.Co shall be paid by bank transfer as stipulated by the contract, but the Consumer can accept the debt collection order of CENTREX Hungária Pte.Ltd.Co.
- If necessary, the Buyer shall have the permits of the competent authorities for the use of natural gas.
- In case of a new connection demand or a demand for increased natural gas supply, the Buyer shall undertake to pay the connection fee stipulated by the Act on Natural Gas Supply.
- The Buyer shall possess the required officially verified measuring device of proper capacity which shall be connected to the remote monitoring system.
- The measuring device on which the accounts are based shall be connected to the remote monitoring system ensuring the transfer of the measurements data.
- A permanent contact of the required degree shall be maintained between the Buyer and CENTREX Hungária Pte.Ltd.Co.
- Since the natural gas purchase contract of CENTREX Hungária Pte.Ltd.Co stipulates the obligatory opening of letters of credit as the method of payment, the Buyer shall have a bank guarantee, or open a compensatory letter of credit, make a bail deposit, or make an advance payment.

7.2. *Rights and obligations of the Parties:*

a) *Rights of CENTREX Hungária Pte.Ltd.Co as natural gas trader:*

- to request finalized monthly, weekly and daily natural gas demands (nomination) from the Buyer by the deadline indicated in the existing contract or as stipulated in the Grid and Commercial Code;
- to refuse the nomination not meeting the requirement of the contract or of the Grid and Commercial Code;
- to be acquainted with the daily, allocated or actual data relating to the natural gas volumes sold;
- to request the contractual financial securities and, in absence thereof, to refuse or suspend the natural gas supply for the Buyer;
- to issue invoices in the contractual period and according to the contractual conditions
- to suspend the natural gas supply for the Buyer in case of delayed payments or in other circumstances specified in the contract.

b) Obligations of CENTREX Hungária Pte.Ltd.Co as natural gas trader:

- to accept and forward the finalized monthly, weekly and daily demands for natural gas received from the Buyer which meet the requirements of the contract and the Grid and Commercial Code;
- to deliver to the Buyer the nominated natural gas volumes with the quality specified in the contract;
- to ensure the permanent natural gas supply for the Buyer which has the required financial guarantees and pays the invoices prepared in compliance with the contract, until the the Buyer fulfils its contractual obligations.

c) Rights of the Buyer:

- to be supplied with the natural gas of contractual quality in accordance with the finalized monthly, weekly and daily demands (nomination) which meet the requirements of the contract and the Grid and Commercial Code;
- to be continuously supplied with natural gas in case the Buyer possesses the contractual financial guarantees and fulfils its contractual obligation to pay the invoices prepared in compliance with the contract.

d) Obligations of the Buyer:

- to submit the finalized monthly, weekly and daily demands for natural gas (nomination) to CENTREX Hungária Pte.Ltd.Co in the way, with the quality and by the deadline specified in the contract or stipulated by the Grid and Commercial Code;
- to acknowledge the refusal of the nomination which does not meet the requirements of the contract or the Grid and Commercial Code;
- to accept the refusal of the open account trade or suspension of the natural gas supply if the required contractual financial guarantee is not ensured;
- to pay the invoices, issued in the contractual period and according to the conditions, by the deadline specified in the contract.

The Parties shall observe the data protection rules with special regard to the business secrets.

7.3 *Rights and obligations of CENTREX Hungária Pte.Ltd.Co in connection with capacity booking and its obligation to return transferred capacities*

According to Article 75(2) of the Govt. Decree, by signing a contract with CENTREX Hungária Pte.Ltd.Co the Consumer takes on the obligation to temporarily transfer to CENTREX its right for capacity booking regarding the input and output points at the consumption sites covered by the contract, to the extent determined in the contract, for the period of the validity of the contract. CENTREX Hungária Pte.Ltd.Co is entitled to transfer this right for capacity booking to a third party. If the natural gas sales contract existing between the Parties terminates for whatever reason, the right for capacity booking shall revert to the Consumer on the date the contract is terminated. No reimbursement of the expenses connected with the transfer and the reversion of the capacity booking right can be requested. The Consumer cannot dispose of the capacities covered by the transferred booking right until the services under the contract signed by CENTREX Hungária Pte.Ltd.Co have not ceased, and the Consumer is not entitled to sell these capacities in the secondary capacity market.

Based on the contract for the comprehensive natural gas supply, CENTREX Hungária Pte.Ltd.Co signs all the contracts for system use and capacity booking which are necessary to

supply the Consumer with natural gas. The duration of the capacity booking is equal to the time of validity of the contract signed with the Consumer for comprehensive natural gas supply services. CENTREX Hungária Pte.Ltd.Co is responsible for the transmission of the natural gas to the consumption site as stipulated by the contract and for this purpose the Company signs and maintains the required contracts for co-operation, system use and capacity booking.

When the contract expires, is terminated or withdrawn – including its premature termination – CENTREX Hungária Pte.Ltd.Co returns the previously transferred capacities in compliance with Articles 26/A and 26/B of the Govt. Decree as well as the relevant subchapters of the Grid and Commercial Code which are the following:

- Recorded capacity of the Consumer
- Rules for changing a natural gas trader.

When a new contract is signed, before the commencement of the natural gas supply and based on the mandate given by the Consumer, immediately after the receipt of the previous gas trader's notice regarding the change of trader but at least 21 days before the termination of the contract with the previous natural gas trader, CENTREX Hungária Pte.Ltd.Co is obliged to inform the involved system operator about the date of commencement of the new natural gas sales contract and, using the identification number of the relevant consumption site, CENTREX Hungária Pte.Ltd.Co initiates the conclusion or modification of the contract for capacity booking.

CENTREX Hungária Pte.Ltd.Co takes part in the reconciliations with the natural gas distributor regarding the new capacity demand only at the request of the Consumer and to the extent determined by the Consumer. If the Parties had previously agreed that the procedure for the increase in the capacity is a part of the commercial offer and the contract, the Consumer and CENTREX Hungária Pte.Ltd.Co jointly carries out negotiations with the network operator, in compliance with the conditions set out in their relevant agreement.

When the contract for the comprehensive natural gas supply is withdrawn, CENTREX Hungária Pte.Ltd.Co is obliged to acknowledge the withdrawal within 5 days from its receipt to the Consumer or the new natural gas trader acting on behalf of the Consumer, or it shall inform the relevant Party which contractual conditions were not met by the withdrawal.

Simultaneously with the acknowledgement of the change of natural gas trader, CENTREX Hungária Pte.Ltd.Co is obliged to inform the system operator about the change of trader and the date of cessation of the natural gas sales contract, as stipulated by the Govt. Decree.

7.4. Management of specific (individual) conditions

The Parties have the right to conclude their contract with conditions different from those set out in the present Regulation, but the provisions of the present Code shall prevail in all the questions not regulated in the natural gas sales contract.

7.5. Rules for the use, determination and change of prices and the procedure to be applied in case of price changes

In its commercial offers CENTREX Hungária Pte.Ltd.Co uses the same price structure and price formulae that are included in its contract for natural gas purchase, and it strives to agree on such prices with its Buyers.

The typical pricing practice used at the present time:

- 40% of the annual contracted quantity is sold at a monthly price based on the TTF listed prices. The natural gas volume to be off-taken changes every quarter of the year, but within a quarter the daily volume is always the same, and the off-take obligation is 100%.
- 60% of the annual contracted quantity is sold at a price determined by a two-component formula based on the listed prices for petroleum products. The price changes every quarter but it remains unchanged within a given quarter. The off-take obligation for this quantity is 85% at both annual and quarterly level. The untaken quantities are subject to penalty.

No price revision is possible for the contracts with CENTREX Hungária Pte.Ltd.Co signed for one (1) year or a shorter period.

7.6. Rules to be applied in case of malfunctions, restrictions and suspensions

Based on the data supplied by the Buyer, CENTREX Hungária Pte.Ltd.Co initiates at the concerned natural gas transmission or distribution licensee the classification of the Buyer to an adequate restriction category determined in the Govt. Decree. The natural gas sales contract concluded between the Parties shall contain the relevant restriction category according to the nationwide restriction order prepared by the system operator and approved by the Hungarian Energy Office.

The measures to be taken in case of malfunctions and restrictions are determined by the Act on Natural Gas Supply, the Govt. Decree, the Grid and the Malfunction and Emergency Response Plan.

The transmission-, storage- and distribution licensee may restrict the transmission, storage and distribution within the smallest possible circle of customers and in the shortest possible time. Furthermore, in the absence of another reasonable technical solution, it may suspend its services in the case of the maintenance, transformation, reconstruction, development and replacement of the system or when a new customer is connected to the system. In case of a scheduled maintenance of the natural gas transmission and distribution system – coordinated by the system operator – the suspension cannot exceed the period of time determined in the Codes of these licensees which have been approved by the Hungarian Energy Office.

The commencement date and the foreseeable duration of the suspension, as well as the required safety measures should be communicated by the concerned system operator to the Buyer 15 days before the commencement date, and three months before the commencement date in case of a scheduled preventive maintenance. If due to technological or other reasons the Buyer requires a different procedure, the Parties shall stipulate an obligation for preliminary reconciliation in their contract for capacity booking or natural gas sale.

According to the agreement concluded with the system operator, CENTREX Hungária Pte.Ltd.Co shall provide information to its partner for the scheduling of the annual maintenance work to be carried out in the transmission, storage and distribution systems. Therefore the Company requests information on the maintenance works planned by the Consumers so that the system maintenance works should be carried out at the same time. Furthermore, CENTREX Hungária Pte.Ltd.Co asks the Consumer to determine the period during which the suspension of

the gas supply is unacceptable for it. The above demands are possibly taken into consideration and included in the annual schedules of CENTREX Hungária Pte.Ltd.Co.

The malfunction accompanied by the suspension of natural gas supply resulting from causes other than the failure of the consumer's system or the decrease in the off-take of natural gas should be immediately reported to CENTREX Hungária Pte.Ltd.Co so that it can take the necessary measures, with special regard to the extent and foreseeable duration of the malfunction.

7.7. *Requirements applicable for the contracted partners and detailed description of the financial securities required from the partners with a consumption above 20 m³/hour*

CENTREX Hungária Pte.Ltd.Co reserves the right to judge the financial stability and long-term reliability of its possible partners and to make its offer according to its discretion.

Prior to the conclusion of a contract, CENTREX Hungária Pte.Ltd.Co requires a financial security from the Buyer which may be an advance payment, bank guarantee, letter of credit opened by a bank, financial guarantee, bail deposit, etc. Unless the Parties agree otherwise, the financial security must cover the value of the natural gas to be delivered in the next two months increased by 5% plus the amount of the relevant tax charges.

The following requirements are applied on the above-mentioned basis for the Buyers:

- Possession of the statutory licence issued by the Hungarian Energy Office and the required bank guarantee if the partner is a universal service provider or a system operator.
- Provision of a valid financial security for the required amount.

For a Buyer not being a licensee, the following requirements are applied:

- Certificate of incorporation of the company not older than 30 days, original or authentic copies of specimen signatures of the persons authorized to sign on behalf of the Buyer.
- Declaration stating that the Buyer is not under a bankruptcy, liquidation, enforcement or winding up procedure.
- A certified copy of the Deed of Foundation.
- Plans regarding the natural gas supply which supports the Buyer's demand.
- The annual financial report and the cash flow statement for the previous business year.
- Declaration stating that the Buyer undertakes to comply with the provisions of the Grid and Commercial Code.
- Certificate prepared by the Buyer's bank proving that the Buyer has no on-going, unfulfilled liabilities.
- Provision of a bank guarantee or other financial security.

7.8. Rules relating to the quantitative measurements, the accounts and the terms of payment

7.8.1. Calculations used during the measurements and for the accounts

CENTREX Hungária Pte.Ltd.Co does not possess its own measuring equipment. The accounts with the Buyers are based on the measurements carried out by the transmission and distribution system operators using their own methods and the relevant measurements data sent by them to CENTREX Hungária Pte.Ltd.Co. The quality and quantity of the natural gas supplied is determined in compliance with the Grid and Commercial Code and with the business codes of the system operators which have been approved by the Hungarian Energy Office.

7.8.2. Basis, conditions, period of time and rules relating to the accounts

Measuring devices:

The measurement and evaluation of the quality and quantity of the delivered gas is carried out by devices and methods tested by the Hungarian Commercial Licensing Office with the use of reference standards, in compliance with the Act on Metrology and other valid standards (hereinafter referred to as “calibration”).

The quantity of the delivered gas is determined in m³ under normal gas technological circumstances (15 °C and 101.325 kPa) indicated in Hungarian Standard No. 2373, according to the above-mentioned technical specifications. If CENTREX Hungária Pte.Ltd.Co agreed with its Buyer a cross-border point as the delivery and acceptance point at which other gas technological conditions exist (e.g. 20°C and 101.325 kPa), the accounts are obviously based on these conditions.

Calibration of the measuring devices:

The measuring devices used for the accounts – every element of the measuring circuit (measuring section and devices) and the whole measuring system (fully tested) – always comply with the relevant standards, certificates for type tests and individual test as well as with the regulations issued by the Hungarian Commercial Licensing Office. In case of the breakdown of the measuring system or if it is not calibrated and no substitute device is available, the accounts for the period in question are completed based on the agreement between the Buyer and CENTREX Hungária Pte.Ltd.Co.

Inspection of the measurements:

The Buyer and CENTREX Hungária Pte.Ltd.Co have the right to inspect the measuring device with prior notice at any time. An extraordinary inspection of the measuring device can be initiated in a written request signed by authorized persons. If during the extraordinary inspection, the error of the measuring device does not exceed the error limit permitted in the test certificate, the costs of the extraordinary inspection shall be charged to the party who requested it.

The Parties have the right to inspect the documents relating to the measuring device and the quantitative and qualitative measurements on which the accounts are based and to request copies of them.

Place of measurement (measuring point):

The place where the device used for the measurement of the natural gas consumption (natural gas volume) determined in the contract has been installed.

Basis for the accounts:

In case of natural gas deliveries through the Beregovo delivery and acceptance point (Ukraine), the accounts are based on the qualitative characteristics and quantitative values measured at the Beregovo measuring station. If the delivery and acceptance of the natural gas is carried out in the territory of Hungary, the basis for the accounts is the quantity measured at the measuring system of the consumer, the distribution licensee or the transmission licensee, depending on the fact whether the Buyer is an eligible consumer, a natural gas trader, a universal service provider or a system operator.

The measurements serving as a base for the services – according to the aforesaid – are carried out by the distribution or transmission licensees in accordance with their business codes, or possibly by the Buyer.

The composition and the calorific heating value of the natural gas are determined according to the business code of the natural gas transmission licensee, taking into consideration the relevant standards.

The quantity of natural gas is determined for payment according to the procedure set out in the contract.

Gas meter reading and record making (period and rules for the accounts)

- The period of time for the accounts – if it is not agreed otherwise – is one month.
- The reading of the gas meter is carried out by reading the on-site calculator or by remote reading through the telemechanical system (as stipulated by the contract). During the reading the closing value for the given gas month shown on the calculator should be read before the computer of the calculator overwrites it. This value shown on the calculator is the basis for the accounts.
- The regular monthly gas meter reading is due on the first two working days of the month. The exact time is agreed by the Parties. Parties can agree on readings more often than once a month.
- Any of the Parties have the right to request an extra reading based on a prior written notice.
- Records are made from the readings. The records shall include at least the following information:
 - Identification data of the gas meter.
 - Date and method of the reading (remote reading, on-site reading).
 - Operational parameters read on the gas meter and their correctional characteristics.
 - Average calorific heating value in the given reading period.
 - Quantities separated by price categories.
 - Legible name and signature of the persons carrying out the gas meter reading.
- The persons entitled to read the gas meter and to sign the records are authorized by the Buyer in writing. One copy of the authorization shall be sent to CENTREX Hungária Pte.Ltd.Co before the authorized persons begin their work.
- CENTREX Hungária Pte.Ltd.Co is entitled to authorize a person or an organization to read the gas meter on behalf of the Company. The Buyer shall be given a prior notice in writing about the person or organization authorized by CENTREX Hungária Pte.Ltd.Co.
- In case the reading is not carried out, the accounting period is automatically extended with the original accounting period for which the reading has not been realized.
- If the records are not signed by the Buyer for any reason, the representative of CENTREX Hungária Pte.Ltd.Co must indicate this fact in the records.
- The representative of the Buyer has the right to raise a complaint against the read quantity or the operational parameters included in the records. The Parties shall analyse the disputed

data within 15 days from the receipt of the complaint and make their decision based on the results of the analysis. CENTREX Hungária Pte. Ltd. takes the necessary steps to investigate the complaint within 5 working days from the receipt of the complaint if the problem also affects other licensees. The 15-day response deadline may be prolonged with the time necessary for reconciliations if these are required. The period covered by the correction is deemed to be the justifiable period of faulty measurements. If this period cannot be determined, the correction can be carried out retrospectively from the moment of the investigation until the last measurement for which no remarks or complaints were made by the Buyer.

- If there is a difference between the delivered and off-taken volumes recorded by the Buyer and those recorded by CENTREX Hungária Pte.Ltd.Co, the arithmetic average of the two values determined by the Parties shall serve as a basis for the delivery and acceptance record to be prepared after the end of the delivery month.
- The recorded complaint does not entitle the Buyer to withhold the payment of the invoice.
- When the Parties achieve an agreement on the disputed data, CENTREX Hungária Pte.Ltd.Co issues a corrected invoice which, together with the previous invoice, serves for the final accounts.
- If, because of the complaint against the faulty measurements, any of the Parties uses the money of the other Party on an unjustified basis, the unauthorized Party is obliged to pay a maximum late payment interest determined by the Civil Code which is valid on the date of the debiting letter and which is calculated for the period until the date of payment or the offset date.

7.8.3. Rules of invoicing and handling of invoice-related complaints

Invoicing

The invoices are prepared in the form and with the contents stipulated by the prevailing laws on accounting and taxation.

- The invoice includes the contractual price of natural gas valid on the date of the issue of the invoice, the relevant taxes, extra charges and other payment obligations, and all these items are indicated separately.
- CENTREX Hungária Pte.Ltd.Co is entitled to include in its prices all fees and taxes determined in the Govt. Decree on the fee for natural gas system use, the decisions of the Hungarian Energy Office and the Grid and Commercial Code as well as other fees based on laws and contracts. The fees and taxes basically relate to the system operation, use of the transmission system, odorizing, storage, distribution and natural gas storage safety,
- The general rules for invoicing are as follows:
 - The invoice for a given target month is sent to the Buyer by CENTREX Hungária Pte.Ltd.Co by the 11th day of the next month. The deadline for payment is the 18th day of the month following the target month.
 - If the final quantitative and/or qualitative accounts are subsequently modified by the system operator due to a justified complaint of the Buyer or CENTREX Hungária Pte.Ltd.Co acting on its behalf, a corrective invoice should also be issued.

The above-mentioned general rules may be changed by individual agreements.

Invoice-related complaints

The invoice-related complaints of the Buyer are investigated by the Parties within 3 working days. If the complaint is justified then a corrective invoice is issued by CENTREX Hungária Pte.Ltd.Co

within 3 calendar days from the relevant reconciliations. The term of payment for the corrective invoice is the 8th working day from the date of the invoice.

Types of invoices issued by CENTREX Hungária Pte.Ltd.Co

The invoice is a monthly invoice issued on the basis of the record of the meter reading which relates to the actual delivered and off-taken natural gas volume or, in case of a quantitative difference, to the natural gas volume determined according to subpoint 11 of point 7.8.2.

- Deadline for submission: 11th day of the month following the target month.
- Deadline for payment: 18th day of the month following the target month.

The corrective invoice is issued after the justified invoice- or quantity-related complaints have been resolved.

- Deadline for the issue: 3rd calendar day after the arrangement of the invoice- or quantity-related complaint.
- Deadline for payment: 8th bank day after the issue of the invoice.

7.9. Rules relating to the breach of contract and the irregular off-take of natural gas

7.9.1. Breach of contract and irregular off-take

In case the contractual Parties do not fulfil their obligations undertaken in the contract, they are subject to the payment of a penalty the measure of which is determined in the natural gas sales contract. In the questions not regulated by the contract, the provisions of the Civil Code shall prevail.

a) CENTREX Hungária Pte.Ltd.Co breaches the contract if:

- the natural gas supply is not provided from the commencement date of the contract,
- it delivers natural gas with qualitative fault,
- it restricts or suspends the delivery of the natural gas volume belonging to the uninterruptable natural gas capacity unlawfully or without any justifiable reason,
- it delivers a smaller volume of natural gas than the contracted quantity due to its own fault.

b) The Buyer breaches the contract if:

- it does not fulfil its obligation for payment,
- it off-takes natural gas quantities below the minimum contracted quantity or above the maximum contracted quantity without the prior approval of CENTREX Hungária Pte.Ltd.Co,
- it makes impossible or restricts the natural gas supply due to the irregular natural gas off-take or to the breach of the contract for the use of the distribution network.

c) Serious breach of contract relating to both Parties:

- one of the Parties fails to inform the other Party about the court order on bankruptcy, liquidation procedure or final winding up, within two days from the date when the order came into force,
- the relevant party fails to pay the invoice, except if the Parties have reached an agreement on a delayed payment,
- unlawful disclosure of business secrets.

7.9.2. Sanctions and consequences

Sanctions encumbering CENTREX Hungária Pte.Ltd.Co:

- reimbursement of the natural gas fee (in case of overpayment by the Buyer)
- penalty; a discount equal to 3% or 6% of the valid contracted average price which is granted for a natural gas volume equal to the undelivered contractual natural gas volume:
 - 3% if the deficiency arises between 1 October and 31 March,
 - 6% if the deficiency arises between 1 April and 30 September
- compensation (according to the Civil Code),
- extraordinary termination of the natural gas sales contract (in case of a serious breach of contract).

Sanctions encumbering the Buyer:

- penalty which is equal to:
 1. In case of natural gas price based on the TTF listing prices: 100% of the value of the natural gas to be off-taken daily; must be paid by the Buyer even in the case when the natural gas has not been entirely off-taken.
 2. In case of natural gas price calculated based on a two-component formula and taking into account the listed prices for petroleum products: 3% or 6% of the contracted average price must be paid for every m³ of the utaken natural gas.
 - o 3% if the natural gas is not taken between 1 October and 31 March
 - o 6% if the natural gas is not taken between 1 April and 30 September.
- fulfillment of financial securities stipulated by the contract (bank guarantee, bail deposit, etc.),
- compensation (according to the Civil Code)
- lawful refusal of the natural gas supply (in cases described in point 7.9.1. of this Code),
- extraordinary termination of the natural gas sales contract (in case of serious breach of the contract).

In case of breach of the contract by the contractual Party, CENTREX Hungária Pte.Ltd.Co is entitled to request a penalty and compensation of a measure determined in the contract as well as to suspend the natural gas supply for the contractual Party or, as a last resort, to terminate the contract.

The suspending of the natural gas supply is carried out by the system operator involved, upon the written request of CENTREX Hungária Pte.Ltd.Co.

The supply of the contractual Party with natural gas can only be suspended when the deadline for delayed payment described in paragraph 7.9.3.b) “Temporary and lawful refusal of fulfilment” of this Business Code expires without any result.

The consequences are detailed in the individual contracts for natural gas supply signed by the Parties.

7.9.3. Restoration of the original contractual relationship

- a) **Neither of the Parties is responsible and it is not regarded as a breach of contract** if the suspending of the service is due to:
- A force majeure, but the payment obligation of the parties are not affected by the force majeure.
 - Malfunction.
 - Impossibility to render a service or to off-take the natural gas for reasons for which neither of the Parties is responsible. Only the obligation for fulfilment is ceased for the period during which the fulfilment is impossible.
 - Restricted consumption ordered by the system operators independently from the Parties.
 - Modified gas delivery and off-take due to maintenance work agreed by the Parties.
- b) **Temporary and lawful refusal of the fulfilment:**
- Until the conditions are restored, the Buyer is entitled to fully or partially refuse the acceptance of the services without the prior consent of CENTREX Hungária Pte.Ltd.Co in the case when the conditions for natural gas delivery and acceptance no longer exist due to an extraordinary incident that occurred outside the Buyer's field of activities. The Buyer's obligation is to justify that the extraordinary incident occurred outside its field of activities.
 - CENTREX Hungária Pte.Ltd.Co has the right to fully or partially refuse the fulfilment if the Buyer fails to pay for the services and/or it does not possess a financial security of the required amount. In this case CENTREX Hungária Pte.Ltd.Co takes the necessary measures as follows:
 1. Absence of the financial security:

CENTREX Hungária Pte.Ltd.Co delivers natural gas to the Buyer only when the required financial security is available. The absence of the required financial security may result in the immediate termination of the contract.
 2. Non-fulfilment of the obligation for payment:
 - CENTREX Hungária Pte.Ltd.Co sends a payment notice to the Buyer in case of a 3-day delay in payment.
 - The Buyer is obliged to pay within 3 banking days from the receipt of the payment notice and to notify CENTREX Hungária Pte.Ltd.Co thereof.
 - If the payment is fulfilled within the above-mentioned time, CENTREX Hungária Pte.Ltd.Co continues to provide the natural gas supply to the Buyer according to the contract existing between the Parties.
 - If the payment is not fulfilled within the above-mentioned time, CENTREX Hungária Pte.Ltd.Co takes immediate measures to call down the Buyer's financial security or initiates legal action to collect the debt.
 - If the debt is not paid within the required time, CENTREX Hungária Pte.Ltd.Co takes measures to call down the financial security.

7.9.4. Sanctions applicable for delayed payments

The penalty does not release from paying surcharges set out in the relevant laws and the Grid and Commercial Code (hereinafter referred to as "surcharges").

In case of delayed payment, the maximum late payment interest determined by the Civil Code and valid on the day of the issue of the relevant debiting letter shall be charged. The provisions of the debiting letter relating to the late payment interest must be fulfilled within 10 banking days.

The payment shall be carried out by bank transfer to the bank account indicated by CENTREX Hungária Pte.Ltd.Co.

According to the above point 7.9.1 and after carrying out the procedure described in the above point 7.9.3.b), CENTREX Hungária Pte.Ltd.Co can lawfully refuse the fulfilment of the contract.

7.10. Rules for the management of the Consumers' complaints

In order to arrange the complaints of the Buyers relating to the Company's services within a short time and to investigate them and to eliminate their reasons in the framework of a uniform procedure, CENTREX Hungária Pte.Ltd.Co applies the following rules:

The Buyer can report its complaint to the customer service of CENTREX Hungária Pte.Ltd.Co and to the competent consumers' advocacy organizations.

All received complaints and notifications are registered and archived by CENTREX Hungária Pte.Ltd.Co. The complaints are handled and supervised by the appointed employee of the Company.

The complaints in connection with the supply of consumers are managed by CENTREX Hungária Pte.Ltd.Co with high priority. The Company initiates the detailed investigation of the complaint within 3 days from the receipt of the notification. If requested, CENTREX Hungária Pte.Ltd.Co involves the Consumer or the concerned third party in the investigation. If needed, independent experts are also involved in the investigation. Reconciliation may be initiated depending on the question to be investigated, involving the concerned parties.

The deadline for the investigation of the complaint and sending the relevant reply is usually 15 days, unless the relevant legislation provides otherwise.

If the Buyer does not agree with the received answer or the measures taken, it has the right submit a new complaint or to request the Hungarian Energy Office to investigate its complaint.

The trade department of CENTREX Hungária Pte.Ltd.Co is responsible for the protection of the Consumers' interests and it is obliged to take the necessary measures in order to settle the complaints sent to the Company's customer service.

7.11. Rules on terminating the contract

The contracts of CENTREX Hungária Pte.Ltd.Co signed for a fixed period – typically for one year – do not contain provisions regarding the termination of the contract. Such contracts can be terminated in compliance with the relevant provisions of the Act on Natural Gas Supply and the Civil Code.

The contracts signed for a fixed period are automatically terminated when they expire.

CENTREX Hungária Pte.Ltd.Co strongly endeavours to solve all disputed questions with its Buyers by the means of negotiations and amendments to contracts prepared with mutual agreement.

8. Rules on changing the natural gas trader, the applied procedure and the accounting methods

8.1. Procedure applied in case of changing the natural gas trader

If a Consumer desires to change his natural gas trader, CENTREX Hungária Pte.Ltd.Co arranges it free of charge, and neither CENTREX Hungária Pte.Ltd.Co nor the system operator can charge a fee to the Consumer for this service. If the Consumer wishes to sign a contract with CENTREX Hungária Pte.Ltd.Co as a new natural gas trader, the Consumer can authorize the Company to take the required measures on its behalf.

The lawful termination of the existing natural gas purchase contract is the precondition for changing the natural gas trader.

In case of contracts for a fixed period, the Consumer shall inform its natural gas trader of the change of natural gas trader 30 days before the contract expires if it wishes to sign a new contract on the first day following the date of expiry of the previous contract so that the change of natural gas trader can be realized on the desired date.

The termination of the Consumer's natural gas contract due to the change of natural gas trader does not affect the validity of the contract for the use of the distribution network.

CENTREX Hungária Pte.Ltd.Co sends a written notice to the Consumer or the new natural gas trader acting on its behalf within 5 days from the receipt of the termination of contract with the following contents:

- acknowledgement of the termination indicating the identification number of the consumption site, the date of termination of the contract, and it attaches the certificates required by Article 71.(4) of the Act on Natural Gas Supply, or
- information about the conditions not fulfilled during the submission of the termination and detailed explanation about how to fulfill them. The termination comes into force when these conditions are fulfilled.

Simultaneously with the acknowledgement of the termination, CENTREX Hungária Pte.Ltd.Co is obliged to inform the involved system operator about the change of natural gas trader and the date of termination of the contract, in compliance with the relevant Govt. Decree.

If CENTREX Hungária Pte.Ltd.Co is the new natural gas trader, it has to inform the involved system operator about the date of commencement of the new natural gas contract immediately after the receipt of the notice of the previous natural gas trader regarding the change of trader, but not later than 21 days before the termination of the previous contract. At the same time, it has to initiate the conclusion or modification of the contract for capacity booking, using the individual identification number of the given consumption site.

In connection with the change of natural gas trader, the involved system operator must sign or modify the contract for capacity booking not later than until the 4th day before the termination of the natural gas sales contract.

In compliance with the Government Decree on the Enforcement of the Act on Natural Gas Supply, the involved system operator is obliged to fulfill its tasks relating to the change of natural gas trader by the date of termination of the natural gas sales contract.

8.2. *Accounts in case of changing the natural gas trader*

Within 20 days from the termination of the natural gas sales contract, the previous natural gas trader – in co-operation with the Consumer and the new natural gas trader – has to issue the invoice with the final accounts. CENTREX Hungária Pte.Ltd.Co is obliged to co-operate with the natural gas traders involved in the change, the Consumer and the involved system operators.

The closing gas meter readings agreed between the Consumer, the previous and the new natural gas trader shall prevail.

If the Parties cannot reach an agreement on the closing readings until the issue of the notice described in Article 31/B(4) of the Act on Natural Gas Supply,

- on the date of termination of the natural gas sales contract in case of a gas meter connected to the remote monitoring system, or
- until the date of termination of the natural gas sales contract in case of a gas meter not connected to the remote monitoring system, the system operator has to arrange the readings of the gas meter at the expenses of the new natural gas trader, and the closing readings are determined by the system operator using the method of proportionating.

The system operator informs the previous and the new natural gas trader about the readings necessary for the final accounts within 3 days from the reading, and the previous natural gas trader must issue the relevant final invoice within 20 days from the termination of the contract. The starting reading in the first invoice issued by the new natural gas trader must be the same as the closing reading in the final invoice of the previous natural gas trader.

CENTREX Hungária Pte.Ltd.Co as both a previous and a new natural gas trader is always willing and ready to efficiently co-operate in the procedure connected with the change of natural gas trader.

8.3. *Other rules*

In case of changing the natural gas trader, CENTREX Hungária Pte.Ltd.Co and the other involved natural gas trader agree with the system operators the transfer of the capacities booked by the Consumer, in compliance with the relevant legislation. The purchased and booked capacities belonging to the given consumption site of the Consumer are kept recorded by the operator of the transmission and/or distribution system to which the Consumer has been connected. While the natural gas sales contract is in force, CENTREX Hungária Pte.Ltd.Co has the right to dispose of the booked capacities.

If the negotiations relating to the capacity transfer due to the change of natural gas trader fail to be successful, the Consumer or the involved natural gas trader is entitled to submit a request to the Hungarian Energy Office to arrange the dispute. It is required to attach to the request the relevant correspondence with the involved system operator and the natural gas trader as well as a certificate proving that the demand for the capacity in question is well-grounded. The involved licensees are obliged to supply all the information requested by the Hungarian Energy Office to

the required deadline and to justify the reason for the refusal of the capacity transfer. The Hungarian Energy Office issues its decision in the given matter within 15 days.

This Business Code and the activities of CENTREX Hungária Pte.Ltd.Co guarantee the safe natural gas supply for our Partners. Trusting in the continuous expansion of our joint business possibilities and the mutual satisfaction, I should like to recommend our Business Code to your attention.

Budapest, 08 August 2012

János Szitó
CEO

* * *

Clause:

I approve this Natural Gas Business Code based on the resolution No. 722./2012 dated 14 August 2012 and issued by the Hungarian Energy Office.

Supplements

- | | |
|---------------------|---|
| Supplement 1 | Responsibilities of the Customer Service and the availability of the Customer Service Office |
| Supplement 2 | Calculation methods and parameters applied in the accounts |
| Supplement 3 | General content elements of the natural gas supply contracts |

Supplement 1. The Customer Service and the Availability of the Customer Service Office

Responsibilities of the Customer Service

The Customer Service is responsible for maintaining direct contact with the potential partners and buyers demanding natural gas supply. It has the following responsibilities:

- preliminary information about the possibility of the natural gas supply
- consultation on the choice of the optimal type of natural gas supply
- information regarding the rules and conditions of the annual, monthly, daily and hourly off-take of natural gas as well as the operational communication
- information about the rules of the measurements and accounts and the terms of payment and the relevant operational communication
- information regarding the receiving and handling of the notifications relating to malfunctions
- information about the handling of the Buyers' complaints
- information about the Business Code
- information about the legislation relating to the natural gas industry.

The Customer Service of CENTREX Hungária Pte.Ltd.Co is available for its Customers at the address and time indicated below.

Contacts of the Customer Service Office:

Address:	Budapest, Alkotás út 50.	on working days: from 8–16.30 hours
Telephone:	(+36) 1 202 41 43	working days
	(+36) 1 202 41 44	working days
	(+36) 30 95 53 297	working days
Fax:	(+36) 1 202 41 46	permanently
E-mail:	inbox@centrex.hu	permanently
webpage:	www.centrex.hu	permanently

Supplement 2. Calculation methods and parameters applied in the accounts

If the gas meter is not equipped with a corrector, the following method must be used:

High-pressure measuring systems

The high-pressure measuring systems are well-equipped; the minicomputers of the measuring circuits carry out pressure and temperature compensations and – based on the gas analysis by the gas chromatographs – they correct the discrepancies originating from the gas compressibility.

In case of Consumers with natural gas consumption at 25 mbar pressure at the entrance of the gas-jet:

$$V_{gn} = V_{\ddot{u}} (P_{\ddot{u}} T_{gn} / P_{gn} T_{\ddot{u}})$$

where:

V_{gn}	gas volume converted to gas technical normal state (m ³)
$V_{\ddot{u}}$	gas volume in operational state measured by the gas meter (m ³)
$P_{\ddot{u}} = P_b + \Delta_p$	pressure of the gas in operational state
P_b	average atmospheric pressure in the measurement period (bar)
Δ_p	overpressure (in the gas meter) according to standard MSZ 7048/1-1983 at the place of measurement
P_{gn}	pressure of the gas in gas technical state, 1.01325 bar
T_{gn}	temperature of the gas in gas technical state, 288.15 K (15°C)
$T_{\ddot{u}}$	273.15 K + $t_{\ddot{u}}$
$t_{\ddot{u}}$	temperature of the gas in operational state (°C)

The average atmospheric pressure can be determined:

- calculating the average of the values measured authentically at the site of consumption for the measurement period,
- calculating the average atmospheric pressures determined by the National Meteorological Service for the measurement period.

The temperature compensation can be carried out as follows:

- calculating the average of the verified natural gas temperatures measured at the site of consumption for the measurement period,
- calculating the average of the temperatures determined by the National Meteorological Service for the measurement period,
- with the help of gas meter equipped with a temperature compensator.

In case of Consumers consuming at a pressure more than 25 mbar at the entrance of gas-jet:

$$V_{gn} = V_{\ddot{u}} (P_{\ddot{u}} T_{gn} / P_{gn} T_{\ddot{u}} k)$$

where:

V_{gn} ; $V_{\ddot{u}}$; $P_{\ddot{u}}$; P_b ; Δ_p ; P_{gn} ; T_{gn} ; $T_{\ddot{u}}$ are the same as the parameters of the above formula
 k compressibility factor

Supplement 3. General content elements of natural gas sales contracts

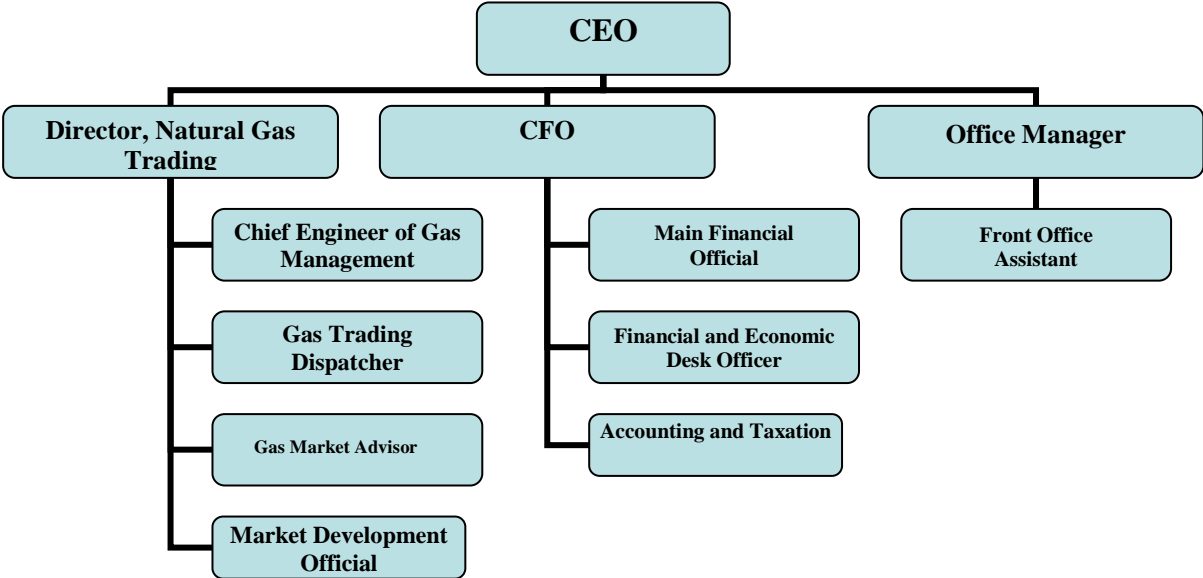
The minimum content elements of the natural gas sales contract to be concluded between CENTREX Hungária Pte.Ltd.Co and the Buyer are the following:

- name, registered office, bank account number, statistical identification number, company registry number, tax number of both contractual parties,
- commencement date of the natural gas sales,
- date of expiry of the contract concluded for a fixed period,
- site of consumption, delivery and acceptance point
- rules of handling the transmission, storage and distribution capacities originated from the Buyer's previous gas supply contract (in case of end-consumers),
- approval of CENTREX Hungária Pte.Ltd.Co for the Buyer to forward natural gas to other consumers (in case of end-consumers),
- rules of the use of services and its inspection and documentation,
- capacity booking and tolerance limits; rules of management, documentation and sanctioning of discrepancies,
- rules of the use of interruptable consumption,
- measure, duration, frequency, annual extent of interruptable gas capacity, minimum duration between two interruptions, discount for interruptability and interruption,
- quantitative and qualitative natural gas parameters, its expected pressure,
- quantity of the requested natural gas per year broken down in monthly figures,
- medium and long-term demand for natural gas (m³/year)
- max. daily demand for natural gas (m³/day),
- max. peak demand per hour (m³/hour),
- minimum extent of the utilization of the gas capacity within a year,
- consumption profile [daily consumptions in the previous year(s), annual period diagram, typical daily purchase per hour] (in case of end-consumers)
- rules of the quantitative measurement of natural gas,
- annual, quarterly, monthly, weekly scheduling of natural gas supply,
- rules of nomination data supply (if regular consultation is needed by the Buyer for the nomination),
- rules of technical accounts of the natural gas delivery and off-take, rules on the frequency and performance of measurements,
- obligations regarding data and information supply,
- management of the outages connected with maintenance, force majeure and malfunctions,
- fee of the services, definition of the currency used for payments,
- rules of the use of possible penalties or other financial securities,
- terms of payment,
- empowerments necessary for the comprehensive natural gas supply and representation of the Buyer against other natural gas licencees,
- consequences of the breach of contract,
- rules for the co-operation of the contractual parties,
- conditions for the termination of the contract.

IV. Appendices

Appendix 1	Organisational Chart of CENTREX Hungária Pte.Ltd.Co
Appendix 2	List of consumer advocacy organizations
Appendix 3	List of the main legislative provisions relating to natural gas supply
Appendix 4	List of the most important regulations and standards relevant to natural gas supply
Appendix 5	List of internal rules relating to natural gas supply

Appendix 1. Organizational Chart of CENTREX Hungária Pte.Ltd.Co



Appendix 2. List of the Consumer Advocacy Organizations

Energiagazdálkodási Tudományos Egyesület (ETE) (Energy Management Association)

1372 Budapest
Pf. 451.

Nemzeti Fogyasztóvédelmi Hatóság (National Authority for Consumer Protection)

1088 Budapest
József krt. 6.

Magyar Energetikai Társaság (Hungarian Energy Association)

1027 Budapest
Fő u. 68.

Magyar Önkormányzatok és Önkormányzati Képviselők Szövetsége (Association of Hungarian Local Governments and Local Representatives)

2100 Gödöllő
Szabadság tér 7.

Ipari Energiafogyasztók Fóruma (Forum of Industrial Energy Consumers)

1137 Budapest
Jászai Mari tér 6.

Lakásszövetkezetek és Társasházak Országos Szövetsége (National Association of Housing Co-operatives and Apartment Houses)

1146 Budapest
Hermina út 57.

Magyar Energiafogyasztók Szövetsége (Hungarian Association of Energy Consumers)

1027 Budapest
Fő utca 66-68.

Magyar Távhőszolgáltatók Szakmai Szövetsége (Hungarian Association of Distant Heat Suppliers)

1116 Budapest
Barázda u. 20.

Mezőgazdasági Szövetkezők és Termelők Országos Szövetsége (National Association of Agricultural Co-operatives and Farmers)

1121 Budapest
Istenhegyi út 59-61.

Országos Fogyasztóvédelmi Egyesület (Hungarian Association for Consumer Protection)

1138 Budapest
Dagály u. 11.

Társadalmi Kamara (Social Chamber)

1051 Budapest
Október 6. u. 4.

Települési Önkormányzatok Országos Szövetsége (National Association of Local Governments)

1067 Budapest
Teréz krt. 23.

Vezetékes Energia-felhasználók Szövetsége (Association of Fixed-line Energy Consumers)

6701 Szeged
Pf. 950.

Appendix 3. List of main legislative provisions relating to natural gas supply

Directives of the European Union

Directive 2003/55/EC	on common rules for the internal market in natural gas
Directive 2004/67/EC	on measures to safeguard security of natural gas supply
Regulation No. 1775/2005/EC	on conditions for access to the natural gas transmission networks

Acts

Act LXXXVII of 1990	on Pricing
Act XLV of 1991	on Metrology
Act CXII of 2011	on Right to Informational Self-determination and Freedom of Information
Act XLVIII. of 1993 and its amendments	on Mining
Act XXVIII of 1995.	on National Standardisation
Act LIII of 1995	on the General Rules of Environmental Protection
Act XXXI of 1996	on Fire Protection
Act LXXXVIII of 2003	on Energy Tax
Act CXL of 2004	on General Rules of Administrative Official Procedures. and Services
Act IV of 2006	on Business Associations
Act XXVI of 2006	on Emergency Storage of Natural Gas
Act XL of 2008 and amendment to it	on natural gas supply

Government Decrees

Decree No. 127/1991.(X.9.)	on the Enforcement of Act XLV of 1991 on Metrology
Decree No. 115/1993(VIII.12) and amendment to it	on the Enforcement of Act XLVIII of 1993 on Mining

Decree No. 19/2009.(I.30.) on the Enforcement of Act CXL of 2004 on Natural Gas Supply

Ministerial Decrees

GKM decree No. 70/2003.(X.28.) on Setting of Charges for the Use of Natural Gas Systems

GKM decree No 81/2003. (XII.10.) on Customers Having Priority in Accessing Natural Gas Storage, Transmission and Distribution Pipelines

GKM decree No 86/2003. (XII.16.) on Data Supply Obligations of Certain Natural Gas Sector Undertakings

GKM decree No 96/2003. (XII.18.) on Setting of the Natural Gas Utility Tariffs

GKM decree No. 79/2005 (X.11.) on Safety Requirements for Hydrocarbons Transmission Pipelines and Publication of the Relevant Regulations

GKM decree No. 80/2005(X.11.) on Safety Requirements for Natural Gas Distribution Pipelines and Publication of the Relevant Regulations

GKM decree No 105/2005.(XII.19.) on Framework of the Natural Gas Price Regulation

GKM Decree No. 74/2006.(X.31.) on Connection Fee to be Charged for the Development of the Network of Co-operating Natural Gas Pipelines

GKM Decree No. 91/2007.(XI.20.) on Management Fee to be Paid to MEH and Rules of Payment of the Supervisory Fee

ÖTM Decree No. 9/2008.(II.22.) on Issue of the Nationwide Fire Protection Regulations

Appendix 4. Regulations and standards relevant to natural gas supply

Regulations

Grid and Commercial Code

Business Code on Natural Gas Transmission of MOL Natural Gas Transmission plc

Business Code On system Operation of MOL Natural Gas Transmission plc

Business Code on Natural Gas Storage of E.ON Natural Gas Storage plc

Business Code of MMBF Natural Gas Storage plc

Business Codes of Natural Gas Distribution Licences

Standards

MSZ 1648	Public utility piped natural gas
MSZ ISO 13443	Natural Gas. Standard reference criteria.
MSZ-09-74.0011-1	Natural gas odorizing. Basic terms and definitions
MSZ-09-74.0011-5	Inspection and documentation of natural gas odorizing in utility natural gas supply
MSZ ISO 5167-1	Measurements with orifice plates
MSZ ISO 9951	Flow measurement with turbines
MSZ ISO 6974	Determination of hydrogen, inert gas and hydrocarbon content up to C8
MSZ ISO 6976	Calorific heating value, density and relative density of natural gas
MKEH HE 64, HE 75	Calibration rules for measuring systems with orifice plates and turbines

Appendix 5 List of internal rules relating to natural gas supply

Internal order No. 5 issued by CEO:	Recording and numbering of the contracts
Internal order No. 11 issued by CEO:	Malfunction and Emergency Response Plan
Internal order No. 12 issued by CEO:	Data communication and information system
Internal order No. 13 issued by CEO:	Quantitative, qualitative and financial accounts in natural gas trade
Internal order No. 14 issued by CEO:	Procedures applicable and record keeping (relating to cross border natural gas transmission)
Internal order No. 21 issued by CEO:	Rules of payment by the means of documentary letters of credit