

## STANDARD CONTRACT TERMS FOR NATURAL GAS SALES CONTRACT

The present Standard Contract Terms (SCT) and the Contract concluded by and between the Seller and the Buyer with all annexes thereto form a single set of conditions and a single Contract. In case of any discrepancies between the Contract and the specific contract forming an annex thereto, the provisions of the specific contract shall be deemed governing.

### 1. Definitions

The capitalized terms used in the present SCT and in the Contract, if not defined otherwise, shall bear the following meaning.

"Delivery point(s)" – In case of a user to whom natural gas is provided from the transmission grid, the outlet pipeline end of the gas delivery station, equipped with metering system, of the transmission grid, which gas delivery station directly or indirectly serves the supply of the given user, or, if the natural gas is not provided to the user through a gas delivery station, the outlet pipeline end of the metering system of the transmission grid, which metering system directly or indirectly serves the supply of the given user. In case of a user connecting to a natural gas distribution grid, the outlet pipeline end(s) of the metering system(s) established for providing supply to the user. The precise list of the foregoing is included in Annex 1.

"Heat of combustion" – the heat quantity that is released at the complete combustion of 1 cubic meter of natural gas of temperature  $t = 25\text{ °C}$  and pressure  $P_a = 1,01325\text{ bar}$  (1 atm) if the original moisture content of the fuel and the air, as well as the water resulting from the combustion of the hydrogen content exists in a liquid form at  $0\text{ °C}$  after such combustion. The heat of combustion is determined on the basis of the chemical composition of the natural gas. The unit thereof is kWh/m<sup>3</sup>.

"Natural Gas" – natural combustible gas that complies with standard MSZ 1648:2000. Under the present Contract, all natural gas quantity data shall be deemed at normal gas-technical state, at a temperature of  $288,15\text{°K}$  ( $15\text{ °C}$ ) and at a pressure of  $101,325\text{ kPa}$ ; "Natural Gas Distributor" – The licensee who, on the basis of the operating license, carries out the operation, maintenance and development of the concerned distribution grid, with due regard to environment protection, as well as gas distribution activity.

"Natural Gas Storage Licensee" – The licensee who, on the basis of the operating license regarding natural gas storage, carries out the operation, maintenance and development of the concerned natural gas reservoirs and the equipment thereof, with due regard to environment protection, as well as gas storage activity.

"Natural Gas Capacity" – The capacity booked for the Users to whom the Buyer provides supply and held for disposal by the Seller at the delivery point (kWh/h).

"Gas Price" – the specific fee mutually agreed upon by the Parties expressed in EUR/MWh or in HUF/MWh;

"Gas Year" or "Transmission Period" – The period commencing at 6 a.m. on 1 October in each year and ending at 6 a.m. on 1 October in the following year.

"Gas Month" – The period commencing at 6 a.m. on the first day of the calendar month and ending at 6 a.m. on the first day of the following calendar month, CET.

"Gas Day" – Commencing at 6 a.m. on any calendar day and ending at 6 a.m. on the following calendar day, at local time applicable at the Delivery point.

"Gas Pressure" – The difference between the absolute pressure of the natural gas in the pipeline and the atmospheric pressure. The unit of the gas pressure is pascal [Pa] or bar [bar].

"Gas Technical Normal Cubic Meter" or „m<sup>3</sup>” – The gas quantity occupying 1 m<sup>3</sup> volume at a temperature of  $288,15\text{ °K}$  ( $15\text{ °C}$ ) and a pressure of  $101.325\text{ Pa}$ .

"Natural Gas Act" – Act XL of 2008 on natural gas supply.

"Emergency" – The operating state of the connected natural gas storage, natural gas distribution underground reservoir and gas generating system that falls out of the scope of the normal operating state, arising from a reason that cannot be affected by the Seller (e.g. a breakage, rupture, puncture, fire, explosion at the facilities), and as a result of which the supply safety may decrease, severe environmental damage or public endangerment may occur and the gas supply of consumers become limited, or operating parameters falling out of the scope of normal operation occur at the gas delivery station.

"Contractual Monthly Quantity" – The quantity specified in the monthly consumption forecast attached as an Annex to the Contract if it is relevant in the given contract;

"Capacity" – Natural gas transmission capability per time unit of the concerned natural gas transmission, distribution or storage system.

"Maximum Yearly Quantity" – the natural gas quantity at a given gas year, regarding which the Seller undertakes to keep at disposal under the terms and conditions of the present Contract;

"Minimum Yearly Quantity" - the natural gas quantity at a given gas year, which the Buyer undertakes to accept and to pay the consideration thereof under the terms and conditions of the present Contract;

"Quality Review Order" or „MER" – The weighted mean calorific value is calculated on the basis of the measurement data regarding the composition and quality of the natural gas measured at determined points of the transmission system by the Transmission System Operator. The Transmission System Operator shall publish the calorific values attributed to certain gas delivery stations on its website. Such value is the so-called MER calorific value which is updated by the Transmission System Operator yearly.

„MSZKSZ" – Magyar Szénhidrogén Készletező Szövetség (Hungarian Hydrocarbon Stocking Association) (registered seat: H-1037 Budapest, Montevideo u. 16/B).

"System Operator" – The Transmission System Operator, the Natural Gas Storage Licensee and the Natural Gas Distributor as determined in Act.

"Transmission System Operator" – The licensee who carries out natural gas transmission, as well as operation, maintenance and development of the transmission grid.

"Transmission System Manager" – The licensee who carries operation of the cooperating natural gas system, as well as the management and coordination tasks between the System Operators.

"Contractual Yearly Quantity" – the natural gas quantity determined in Annex 1 of the present Contract.

"Performance" – The gas quantity per time unit (expressed in unit GJ/hour) ensured at the Delivery point and agreed upon by the Buyer contractually. The natural gas outlet can be divided into interruptible and non-interruptible outlets, subject to the agreement.

"OCC" – The applicable Operational and Commercial Code of the Hungarian natural gas system, as published at the website [www.fgsz.hu](http://www.fgsz.hu).

"Offtake Intent" – the Buyer's quantity and capacity demand that was announced by the Buyer at least 3 months before the commencement of the Gas Year.

"Force Majeure" – All extraordinary events unforeseeable and unavoidable by the Parties, that occur after the conclusion of the Contract and prevent or delay the performance thereof and which does not arise from the contracting Parties' own negligence or fault, shall be deemed a Force Majeure event. Such events are particularly, but without limitation, acts of God, fires, explosions, floods, strikes, rebellions, civil strifes, embargo, revolutions, earthquakes, epidemics, quarantine, act of legal authorities after the effective date of the contract, banning of export-import activities, blockade of ports, docks, channels, radioactive or chemical pollution, or any restrictions regarding the supplier of the Seller. Lack of resources does not qualify as a Force Majeure event.

"Implementation Decree"- Government Decree 19/2009. (I.30.) on the implementation of Act XL of 2008 on natural gas supply.

## 2. Obligation of the Seller

In order to provide supply to the Buyer, the Seller books transmission and storage capacities, corresponding to the Maximum Contractual Yearly Quantity or the Maximum Contractual Monthly Quantity (if applicable in the given contract), at the cooperating natural gas system.

The Seller is obliged to hold gas quantities up to the Maximum Yearly Quantity or the Contractual Monthly Quantity (if applicable in the given contract), as indicated in Annex 1 hereto, at the Buyer's disposal from the Natural Gas quantities procured by the Seller, and to deliver natural gas in the Transmission Period as agreed in the present Contract. The Contract Seller has been entered into for the delivery of the quantity listed in Annex No 1 of the Contract and, if determined, the Maximum Yearly Quantity or the Contractual Monthly Quantity (if applicable in the given contract).

The Seller informs the Buyer that, due to the international situation and/or the war/health emergency, the Seller's performance may be hindered for an unforeseeable period and/or to an unforeseeable extent.

### **3. Obligations of the Buyer**

The Buyer is obliged to accept the natural gas, natural gas indicated as their gas demand from the Seller and pay the consideration thereof, the fee, cost, tax and other invoiced payment obligations specified in the Contract, in these SCT and the Business Rules within the deadline to the Seller.

The Buyer is obliged to receive the Minimum Yearly Quantity or the minimum Contractual Monthly Quantity (if relevant), or the contractual yearly quantity, or the contractual monthly quantity.

### **4. Delivery of the natural gas**

The risk, the risk of damage and the title shall be transferred to the Buyer from the Seller at the Delivery point.

### **5. Quality characteristics of the natural gas**

The quality of the natural gas complies with the provisions of standard MSZ 1648:2000 that are applicable to gas group H2. The further quality characteristics of the natural gas comply with the applicable OCC and with the characteristics attributed to the delivery points pursuant to the Quality Review Order and the Business Rules of the Transmission System Operator.

The Buyer acknowledges the possible energy content/combustion heat change arising from the given geographical location. If the natural gas combustion heat, as an element of quality, falls out of the zone of  $\pm 10\%$  of the contractual values, such derogation shall be deemed as default in quality, with the exception of "force majeure" events.

The contractual delivery pressure of the natural gas complies with the pressure values attributed to the delivery points indicated in Annex 1, pursuant the Business Rules of the Transmission System Operator.

The Seller shall deliver odorised natural gas to the Buyer upon the delivery at the delivery station.

### **6. Measuring the quantity and quality of the delivered natural gas**

The measurement of the quantity and quality of the delivered natural gas and the documentation thereof shall be carried out pursuant to the applicable OCC and by using quality measurement tools and chromatographs reviewed with a working standard suitable for measurement and for generating the legal effects pursuant to the applicable measurement laws. Such obligation shall be performed by the System Operator. The Parties accept the accounts prepared or provided by the System Operator on the quantity and quality of natural gas without dispute or condition.

If the quality parameters of the natural gas do not comply with the values determined in the Contract, the Seller shall notify the Buyer of the extent of the occurred or expected derogation within 24 hours.

The Buyer may request the termination of the gas delivery within 2 business days of the notification or of the occurred change without generating the legal consequences attributed to the breach of contract regarding the Buyer. If no objection is raised by the Buyer within 2 business days, the gas quality shall be deemed contractual.

Within 24 hours of detecting any default in quality of the natural gas, the Buyer shall announce such detection to the Seller in writing, and the Seller shall commence the inspection thereof within 2 business days, and, in case the complaint is well-founded, carry out the required correction. The fact of the default in quality shall also be recorded in the minutes taken regarding the concerned period. The deadline is

peremptory. No complaints regarding the quality can be enforced against the Seller beyond the aforesaid deadlines.

If the Buyer possesses a sample taken of the natural gas concerned by the quality complaint, and the parties fail to agree regarding the complaint, the sample shall be taken to a mutually accepted, accredited laboratory for examination. If the Seller does not recognise the Buyers' quality complaint and the Buyer does not possess any sample, the Seller shall ascertain the actual gas quality of the concerned period based on the available documents. In case of any further disagreement, the Parties shall endeavour to reach an agreement by involving a mutually accepted, accredited laboratory or any other accredited organisation.

If the Seller, in order to provide contractual supply to the Buyer, intends to deliver natural gas with quality parameters that does not comply with the contract or cannot satisfy the contractual quality conditions, the Seller shall be entitled to initiate an amendment of the contract, which may also concern partial quantities.

If the Seller intends to amend the quality characteristics of the natural gas, he shall promptly notify the Buyer thereof. The Parties shall conciliate in advance the activities related to the amendment of the quality of the natural gas and the scheduling thereof.

## **7. Determination of the quantity and quality of the delivered natural gas and the documentation thereof, basis and data flows of settlement**

### **7.1. Basis of settlement**

The basis of the settlement between the Seller and the Buyer, per Delivery point, shall be

- a) the contractual performance/capacity of the Buyer,
- b) the Buyer's daily nomination,
- c) the settlement measurements of the System operators and the delivery minutes recorded on the basis of the allocation.

The settlement period is one Gas Month. The basic time unit of the quantitative settlements is a Gas Day.

The settlement shall be carried out on the basis of the daily energy content, where the quantity of the natural gas equals the energy content delivered per hour, multiplied by the number of hours and rounded to two decimal places. Any quantity/energy content pertaining to a period longer than one Gas Day shall be determined as the total of the quantity/energy content delivered on the Gas Days of the given period.

### **7.2. Settlement on the basis of system user's allocation**

The Parties shall record the settlement basic data required for the commercial settlements in the monthly delivery minutes taken until the 1st business day after the 15th day of the following month at the latest, with a data content mutually conciliated. The Seller shall provide the opportunity to the Buyer to accept the mutually agreed minutes by delivering a preliminary format thereof with electronic signature. The Buyer shall respond regarding the acceptance within one business day. If the Buyer fails to send a response regarding the acceptance or rejection within one business day to the Seller, the Parties shall deem the delivery minutes accepted.

The minutes shall be recorded based on the allocation data finalised by the system operators.

The delivery minutes, that certify the performance, form an annex to the relevant invoice. The Seller is obliged to provide access to the finalised basic data of the settlement for the Buyer.

Even if the System Operator's allocation and the meter show different data, the Buyer accepts the data of the System Operator's allocation by indicating the difference to the System Operator.

The Parties agree that in the case of a difference between the allocation for the given period and the settlement based on the meter, the difference will not be settled up to a net amount of HUF 1,000, regardless of sign.

## 8. Invoicing and payment

### 8.1. General provisions

The Parties agree to apply fixed-term settlement of accounts; the settlement period shall be one Gas Month. The date of performance which is indicated on the invoice shall be the payment date as determined in the applicable act on value-added tax (hereinafter: "VAT act").

The Seller shall use the services of the System Operators who possess the required transmission and storage capacities, up to the given capacity, and shall mediate such services, wholly or partially but always in an unamended manner, to the Buyer.

If the amount of the gas consideration calculated as the actually accepted natural gas quantity multiplied by the price applicable in the concerned period, and the amount of transmission and storage turnover fees payable regarding the actually accepted natural gas quantity are bigger than the amount invoiced regarding the current period up to the given time, the Seller shall issue an invoice of such difference of values.

The Seller issues an electronic invoice to the Buyer. Seller shall send the issued electronic invoice from [invoice@ppd-hungaria.com](mailto:invoice@ppd-hungaria.com) on the date of issuance to the Buyer's e-mail address specified in Annex 2 as the contact person for invoicing issues. Buyer expressly agrees to use the electronic invoice by signing the Agreement.

The invoice shall be deemed to have been duly delivered upon receipt of the e-mail by the Buyer, as evidenced by the Seller's log of the e-mail system. The acceptance and settlement of the invoice shall be considered by the Parties as confirmation and recognition of the contract, of the Seller's faultless and adequate contractual performance and of their contractual obligations.

Due to the nature of the transaction, the invoices may contain mediated services.

### 8.2. Payment obligations of the Buyer

#### 8.2.1. Payment of gas fee

The payable gas fee is the Gas Price determined monthly multiplied by the gas quantity sold in the settlement period.

At determining the Gas Price, the Parties calculate

- a) the natural gas quantity: up to three decimal places (MWh);
- b) the gas unit price: up to two decimal places (EUR/MWh or HUF/MWh), rounded.

The following rule shall be applicable to the rounding:

- a) The preceding digit remains unchanged if the omitted digit is 0, 1, 2, 3 or 4.
- b) The preceding digit shall be increased by one if the omitted digit is 5, 6, 7, 8, or 9.

If the gas fee is specified in EUR in the contract, but the Seller invoices the gas fee in HUF, the Seller shall determine the HUF amount to be paid at the official euro exchange rate set by the NBH on the day the invoice is issued.

##### 8.2.1.1. Indexed gas fee

The indexed gas fee shall be determined by the Seller based on the TTF index, the VTP index, the CEEGEX index or another index as follows:

In this case, the gas fee shall be determined as the sum of the index and the Spread specified in the contract. The index and the spread are defined in the contract.

##### 8.2.1.2. Fixed gas fee

It shall mean the fixed gas fee determined in the Contract.

#### 8.2.2. Payment of system use fees

Beyond the price of the natural gas, the Buyer shall also pay the arising and officially regulated system use fees, as well as the odorization fee to the Seller.

If any law determining the rates of the system use fees, any law concerning the transmission of natural Gas or applicable to the Seller or any binding provision of authorities issued on the basis thereof, including the decrees of the Hungarian Energy and Public Utility Regulatory Authority, is amended within the term of the Contract or if a new fee, cost or tax is determined therein, the Seller shall be entitled to amend the system use fees recorded in the Contract accordingly.

The system use fees shall be charged based on the fee information available upon invoicing. If a law determining the rates of the system use fees or any binding provision of authorities issued on the basis thereof is adopted after the issuance of the invoice, the Seller shall correct the invoiced retroactively, i.e. in the event of a positive difference, the Seller issues an invoice and, in the event of a negative difference, corrects the original invoice with a document equivalent with an invoice.

#### 8.2.3. Payment of other fees

The prices under Points 8.1 and 8.2 of the Contract do not include VAT, excise tax, MSZKSZ fee or EKR Fee, fees, costs, payment obligations, the existing and possible future (sur)charges, costs, fines, penalties or taxes arising from any possible unlawful off-take of the Buyer, or any taxes, (sur)charges and other payables arising from an existing or possible future law or prescription by OCC. The Seller shall be entitled to charge forward any other fees to the Buyer.

#### 8.2.4. Setting the gas fee to be paid in the event of over-off-take if the contract was created entirely for a fixed gas fee

In case of over-off-take if the contract stipulates the application of the fixed fee for the quantity specified in the contract, for the Maximum Contractual Yearly Quantity, or for the Maximum Contractual Monthly Quantity (if relevant) and the Buyer purchases in excess of that quantity, the Parties agree that for excess quantities exceeding the contractual quantity, or if relevant according to the above, the maximum quantity, the gas fee shall be determined as follows:

CEEGEX Best Purchase Offer Weighted Average Price + EUR 7.97/MWh

The excess amount per gas day shall be determined in proportion to the Buyer's gas consumption per day during the settlement period (consumption of gas per day / total consumption in the settlement period \* total overconsumption in the settlement period).

Where

CEEGEX Best Purchase Offer Weighted Average Price The amount of the "Best Purchase Offer" published by CEEGEX Central European Gas Exchange (CEEGEX) for gas days on the next days of the delivery month, weighted by the quantity used by the Buyer per gas day during the settlement period, expressed in EUR/MWh (GCV) and rounded to two decimals.

If, based on the formula above, the gas fee is lower than the contracted fixed gas fee, the contracted fixed gas fee shall be the governing and applicable fee.

#### 8.2.5. Setting the gas fee to be paid in case of over-off-take in the case of an indexed gas fee

If the Buyer takes off more than the contractual quantity in the given year, or the relevant contractual monthly quantity in the given month (if applicable), or if the Maximum Contractual Yearly quantity or the Maximum Contractual Yearly quantity is set in the contract and the Buyer takes off in excess of such quantity, the Parties shall determine the gas fee for the additional quantity exceeding the contractual - or, if relevant according to the above, the maximum - quantity, based on the agreement on the indexed gas fee. In this case, the Seller reserves the right to charge the Buyer the entry capacity fee for the excess quantity.

#### 8.2.6. Setting the gas fee to be paid in case of over-off-take in case of price fixing during the indexed fee contract

In case of consumption exceeding 100% of the fixed monthly quantity, the non-fixed quantity shall be settled at the originally contracted indexed fee.

#### 8.2.7. Confirmation of the Contract

If the Buyer fulfills any of their payment obligations, it is considered a confirmation of the contract or the Buyer's contractual will.

### 8.3. Invoice complaints

The Buyer shall verify the Seller's invoice and its contents upon receipt. Regarding the sent invoice, the Buyer shall be entitled to raise an objection before the deadline of the concerned payment obligation expires. Such objection may only be announced to the Seller in writing. The objection shall include the contested data, as well as all circumstances serving as a ground for the objection. Regarding the undisputed amount of the invoice, the objection shall have no suspensive effect, thus, such amount shall be paid by the Buyer within the applicable deadline. Separate invoices may be issued of the undisputed and the disputed part of the amount.

In the event of an objection against the invoice, the Parties shall conciliate without delay, and endeavour to settle the dispute by negotiating a settlement.

- a) In the event of overpayment, the Seller shall retransfer the difference to the Buyer within 3 business days of entering into the settlement, and issue a document equivalent with invoice thereof.
- b) In the event of underpayment, the Buyer, shall transfer the difference to the Seller according to the invoice issued concurrently with entering into the settlement, within 3 business days of the issuance of the given invoice.

In both cases, the Party using an amount to which the other Party is entitled to shall pay a default interest at the rate set forth in Point 11.3.

The payment of the invoice shall also certify that the Buyer has verified the invoice and no objection has been raised.

### 8.4. Set-off of claims

The Buyer shall not be entitled to set-off against the claims determined in the Seller's invoices. If a payment obligation of the Seller arises towards the Buyer, the Seller shall be entitled to set-off any outstanding amounts unpaid by the Buyer against any such payment obligation arising whether from the present Contract or from other legal relationship, and shall inform the Buyer thereof concurrently.

The Seller shall be entitled to use the amount credited to their bank account firstly to pay the Seller's costs, then the outstanding default interests unpaid by the Buyer, while using the remainder to pay the Buyer's payment obligations that have been overdue for the longest/fall due the earliest. The Seller shall notify the Buyer in writing about which of the Buyer's payment obligations did it use the credited amount for.

### 8.5. Other provisions

The financial flows between the Buyer and the Seller – unless otherwise agreed – shall be carried out by bank transfer to the bank account indicated on the invoice.

## 9. Security

The prerequisite of commencement of delivery by the Seller is the provision of the financial security possibly prescribed in the Contract (bank guarantee, guarantee, security deposit) by the Buyer.

## 10. Force Majeure

In the event of force majeure, the Seller or the Buyer shall notify the other Party in writing immediately, but no later than 24 hours after the occurrence of the force majeure, notifying the other party of the fact and the expected duration of the force majeure. The Party shall continue to perform its contractual obligations wherever reasonably practicable and shall seek all reasonable alternative means which are not prevented by force majeure.

Force majeure shall only be considered as force majeure if it directly impedes or restricts the performance of one Party and if that Party duly notifies the other Party.

If the Parties, after becoming aware of the cause of the Force Majeure event, confirm their contract or

obligations under the Contract in any form, they may not invoke the force majeure event as a cause of possible breach of contract. The occurrence of force majeure shall not affect the obligations to pay for the services previously performed under the contract or for the product already delivered.

The Party announcing a Force Majeure event is obliged to notify the other Party as soon as possible in the given situation, if:

- a) the Force Majeure event ceases to exist; or
- b) the effect thereof regarding the performance of the announcing Party terminates.

The Party affected by the Force Majeure event shall:

- a) prevent, avert, terminate or alleviate the effect of the Force Majeure event to the extent that can be expected from it in the given situation, including the procurement of services, products, equipment, or materials from other suppliers, and paying the sums arising reasonably;
- b) carry on the performance of the Contract right after the Force Majeure event ceases to exist in the manner that can be expected from it in the given situation; and
- c) inform the other Party of the nature, reasons and expected term of the Force Majeure event at the other Party's reasonable request, as well as the affected Party's actions taken in order to prevent, terminate or alleviate the Force Majeure event.

## **11. Non-contractual performance and the consequences thereof**

11.1 In the event either Party breaches the provisions of the Contract, the other Party shall be entitled, to the extent and in the manner determined by the relevant laws and the present Contract, to enforce both the performance of the Contract and the Party's claim pertaining to the legal consequences determined by the relevant laws and the present Contract.

11.2 In particular, the following shall be deemed as non-contractual performance of the Seller:

### *i. Default in quality*

If it is ascertained that the default in quality is attributable to the Seller, the Seller shall provide a discount to the Buyer equivalent to 10 percent of the Gas Price regarding the heat quantity concerned by the default in quality. The period of the default in quality shall be the term commencing on the last metering day before the sample that has been examined and complained about was taken and ending on the day when the default in quality was terminated or when the Contract was amended. If the default is attributable to the System Operator Licensee, such default shall not qualify as the Seller's breach of contract, in which event the Seller shall act on the Buyer's behalf at the System Operator Licensee in order to ensure the enforcement of the claim arising from the default in quality.

### *ii. Under-delivery*

If the Seller – with the exception of a force majeure event – holds an amount of natural gas less than the Maximum Yearly Quantity determined in the Contract at the Buyer's disposal, or if the Seller provides an amount of natural gas to the Buyer less than the amount indicated in the Buyer's announcement of consumption demand, the Buyer shall be entitled to enforce a contractual penalty at a rate equivalent to 25 percent of the Gas Price against the Seller.

11.3 In particular, the following shall be deemed as non-contractual performance of the Buyer

### *i. Under-off-take*

If the Buyer fails to receive the contractual quantity, the Minimum Yearly Quantity or the minimum Contractual Monthly Quantity (if relevant) during the Delivery Period.

### *ii. Over-off-take*

If the Buyer takes off a heat quantity that exceeds the quantity set out in the Contract, the Maximum Yearly Quantity or the maximum Contracted Monthly Quantity (if relevant) due to any reason.

### *iii. Exceeding capacity*



If the Buyer exceeds the booked maximum hourly capacity.

*iv. Irregular off-take*

*Irregular off-take is considered a breach of the distribution network usage contract, in connection with which the territorially competent natural gas distributor is entitled to act directly against the Buyer.*

*The detailed rules for irregular off-take are contained in the System Operator's Business Rules.*

*v. Derogation from announcement of consumption demand*

If the natural gas quantity off-taken by the Buyer derogates from the announcement of consumption demand as follows:

- a) Tolerance regarding the derogation from announcement of consumption demand (nomination): equivalent to the rate determined in the applicable OCC (currently:  $\pm 14\%$ );
- b) Balancing tolerance: equivalent to the rate determined in the applicable OCC (currently:  $\pm 2\%$ ),

the Seller shall be entitled, due to the Buyer's natural gas off-take or the balancing thereof, to charge forward the additional costs arising under any title to the Buyer pursuant to the applicable OCC, only provided that the System Operators raised any surcharge claims against the Seller and only to the extent that the arising of such surcharge is attributable to the Buyer.

*vi. Failure to meet deadline*

If the Buyer fails to perform its payment obligation at the due date thereof, the Seller shall send a payment reminder to the Buyer by electronic mail. In the event of belated payment, the Seller shall be entitled to charge a default interest as determined in paragraph (1) of section 6:155 in the Civil Code.

The Buyer shall recharge the Financial Security to the original amount thereof within 3 business days if it has been used or withdrawn by the Seller. If the Buyer fails to perform the obligation of holding (recharging) the Financial Security available within 3 business days of the Seller's notification regarding the drawing-down of the Financial Security, the Seller shall be entitled to terminate the Contract with immediate effect under Subpoint e) of Point 15.2.1 in the present Standard Contract Terms.

*vii. Serious breach of contract*

Fulfillment of points 11.3.i–v of the SCT shall be considered a serious breach of contract.

#### 11.4 Surcharges

*i. Surcharge for derogation from nomination/announcement of consumption demand*

Surcharge pursuant to the applicable legal provisions.

*ii. Balancing surcharge*

Surcharge pursuant to the applicable legal provisions.

*iii. In the event of over-performance*

Surcharge pursuant to the applicable legal provisions.

#### 11.5 Contractual penalty

The Seller provides for a penalty in case of under-off-take and over-off-take.

- (a) Under-off-take surcharge. In case of under-off-take, the Buyer is obliged to pay the amount specified in the contract as surcharge to the Seller. The surcharge is a penalty stipulated in case of non-performance.
- (b) Over-off-take surcharge. In case of over-off-take, the Buyer is obliged to pay the amount specified in the contract as surcharge to the Seller. The surcharge is a penalty stipulated in case of non-performance.
- (c) If the Seller is unable to fulfill their delivery obligation due to the Buyer's fault or for reasons falling within the Buyer's scope of responsibility, in the period until the delivery obstacle is removed or until the date of termination of the contract, the Buyer shall pay the product of the specified Minimum Contractual Yearly Quantity and the gas fee specified in the contract and the 360th part of the System Usage Fee as a penalty per day to the Seller within 8 days of receiving the Seller's written information thereabout. The penalty is a penalty stipulated in case of non-performance.

- (d) If the contract is terminated prior to the last calendar day of the Delivery Period due to the Buyer's fault or a cause falling within the Buyer's sphere of responsibility, or in the event of termination by the Seller, the Buyer shall pay, from the date of termination of the contract until the last calendar day of the Delivery Period (the "Remaining Period"), (i) in the case of a fixed gas fee, a penalty corresponding to sum of the 360th part of the Contractual Yearly Quantity, or, if determined, of the Minimum Contractual Yearly Quantity multiplied by the number of calendar days of the Remaining Period and the system usage charge reduced by the distribution system usage fee for this volume (in the absence of such a definition, with an amount equal to 25% of the system usage fee); (ii) in the case of an indexed gas fee, a penalty corresponding to sum of the 360th part of 80% of the Contractual Yearly Quantity, or, if determined, of the Minimum Contractual Yearly Quantity multiplied by the number of calendar days of the Remaining Period, determined on the basis of the gas fee applicable on the date of termination of the contract, and the system usage charge reduced by the distribution system usage fee for this volume (in the absence of such a definition, with an amount equal to 25% of the system usage fee), to the Seller on the day of termination of the Contract. The penalty is a penalty stipulated in case of non-performance.

One surcharge/penalty does not preclude other surcharges/penalties from becoming due and payable, accordingly, if several surcharges/penalties become due based on the above and/or the contract and/or the Business Rules, more surcharges/penalties shall be due and payable.

The Seller shall also be entitled to compensation of their justified damage in excess of the penalty.

The penalty shall be due in addition to the gas fee and, for the sake of greater certainty, in addition to the gas fee specified in point 8.2.

#### 11.6 Damages

Regarding liability for the breach of contract, the applicable Civil Code and other laws shall be governing. The damaged Party shall notify the other Party of the occurrence of the damage without delay after becoming aware thereof, and announce its duly grounded claim for damages.

#### 11.7 Limitation of liability

The Seller hereby excludes its liability regarding the so-called incidental damage and consequential damage, as well as loss of profits (*lucrum cessans*), with the exception of a damage caused intentionally and a breach of contract causing detriment to human life, physical integrity or health.

Any claim by the Buyer in connection with the Seller's liability and arising in any way or on any basis and resulting from indirect loss or damage suffered (including loss of profit) - no matter how such loss or damage was caused, including, but not limited to, the Seller's negligence, but not including the Seller's serious negligence, fraud or other willful breach of obligations -, the Buyer must report that no later than three months after becoming aware thereof. If the claim is made after 18 months have passed from the date of delivery or termination of the Contract, the Seller shall not be liable, except in cases of gross negligence, fraud and other willful breach of obligations. The Seller shall not be responsible for any claims asserted after the above-mentioned deadlines.

## 12. Limitation of the contractual obligations

### 12.1 Emergency

In the event emergency occurs, the Party becoming aware thereof shall notify the other Party in writing without delay, and the Parties shall, as soon as possible, conciliate with one another regarding the continuance of the performance of the contract and endeavour to reach an agreement regarding any issues considered important by either Party.

### 12.2 Maintenance

Before the gas year, the Parties shall conciliate regarding the date of the yearly maintenance of the equipment owned by the Parties or operated by the Parties or by third persons, and related to the performance of the present Contract.

The licensees operating the cooperating natural gas system (e.g. Natural Gas Transmission Licensee) may, concerning the narrowest scope of Buyers and shortest period of time possible, limit the transmission, or, in the absence of any other reasonable technical solution, adjourn it due to the

maintenance, remodelling, refurbishment, development, replacement of the system. The length of the gas break, in a justified case, may be 48 hours per gas delivery station and may occur once a year, in case of maintenance, development works that can only be carried out in a gas-free state. If the gas stop is longer or the date thereof is different than the aforesaid, a separate agreement is required, but gas stop cannot be rejected if the Parties' reasonable demands are met.

### 12.3 Limitation

In the event of natural gas limitation pursuant to the Implementation Decree, the performance of the Contract may be suspended to the extent necessary for ensuring system balance and gas supply.

Pursuant to paragraph (3) of section 96 in the Natural Gas Act, during the term of the limitation, in order to maintain or create system balance, the Seller shall offer the system manager the (nominated) natural gas quantity at disposal under the Contract at the entry points and shall provide access to it to the necessary extent. In the event of a Consumer limitation ordered due to malfunction or lack of resources it shall, in each case, qualify as lawful rejection of performance. If the Buyer fails to execute the received limitation notice or fails to perform it properly, the applicable OCC and the relevant laws shall be applicable.

With regards to the limitation categories determined in the Natural Gas Act and in the Implementation Decree, the limitation categorization of the Natural Gas Capacities booked by the Consumer is included in Annex 1 hereto.

## 13. Amendment of the Contract

The Parties may amend the Contract by mutual agreement, exclusively in writing and signed by their authorized signatories. The effective date of the amendment shall be determined as a calendar day. Any change occurring regarding the data of a contracting party shall not be deemed as an amendment of contract (e.g. postal address, account holding bank), which changes shall become effective by sending a notification thereof to the other Party.

In case of any change of the relevant law serving as the basis of the contract, an amendment of contract shall be initiated, the necessity of an amendment shall be overviewed and the Parties shall cooperate in order to achieve agreement regarding the amendment.

At a written submission of the Party initiating the amendment, the other Party shall respond within 15 days whether it accepts the proposal – provided that the Parties did not agree otherwise in that regard – or shall set a deadline within 15 days to discuss the proposal.

If the amendment is due to a significant change regarding the conditions set forth in the section above, the amendment of contract may only have a retroactive effect as early as the commencement of the discussions aiming at the amendment.

Such amendment does not affect the right obtained and obligations undertaken earlier.

Should the Parties conclude a new contract (e.g. for the following gas year) or amend or supplement the contract during the term of the contract in force, it shall be considered as a simultaneous confirmation of the contract in force.

Buyer waives his right to initiate contract amendment in case of force majeure, and the Parties agree that the fees referred to in Clause 8.2 may not be changed due to force majeure.

## 14. Termination of the Contract

The Contract terminates if any of the following events occur:

- i. in the event the Contract was concluded for a definite term, on the day of termination if the Parties do not renew the Contract, noting that the provisions of the Contract shall be applied until the date when all settlements between and all payment obligations of the Parties are fully performed;
- ii. the Parties' mutual agreement, with an effective date determined by the Parties in the given agreement;
- iii. either Party terminates without legal succession;
- iv. either Party terminates the Contract with immediate effect;
- v. other events determined in the Contract or in SCT occur.

## 15. Termination for the future of the Contract

15.1 If the grounds for termination indicated in Subpoints a)-y) of Point 15.2.1. or in Subpoints a)-d) of Point 15.2.2. occur or are expected to occur, the Party concerned thereof shall notify the other Party (entitled of termination) in writing without delay.

### 15.2 Grounds for termination of the Contract

15.2.1 Unless otherwise prescribed by the Contract, the Seller shall be entitled to terminate the Contract with immediate effect, by sending a written notification to the Buyer, if any of the below events occur:

- a) the Buyer, based on the final decision or a non-final decision rendered by the competent authority, becomes unauthorized to perform its tasks under the present Contract in the future but within the term of the Contract, without any legal successor that is authorized to carry out such tasks;
- b) the Buyer initiates bankruptcy/liquidation proceedings at the competent court; or the Buyer's highest body makes a decision to that effect; or the competent court establishes the Buyer's insolvency in an order (even if such order is not final); or the supreme body of the Buyer renders a resolution on the Buyer's termination without legal succession;
- c) in the event the Buyer is a licensee, the supervisory body withdraws the Buyer's operational license in a final order;
- d) the Buyer fails to perform its payment obligation within the applicable deadline and fails to pay such payables also within 8 calendar days of service of the Seller's pertinent written notice;
- e) the Buyer is late with any payment obligation for more than 30 calendar days;
- f) Forced cancellation proceedings are initiated against the Buyer, or the Buyer's tax number is suspended/deleted;
- g) the Seller receives negative information about the Buyer's financial situation and solvency;
- h) any contractual statement, financial or other statement made by the Buyer in relation to the contract, or related to it, turns out to be untrue, incomplete, or misleading at the time the statement was made or deemed to have been made in accordance with the contract; the Buyer deceives the Seller by communicating untrue facts, concealing data or otherwise, or behaves in a manner or makes a statement that is suitable for deceiving or misleading the Seller regarding the given contract;
- i) the guarantee or other security specified in the Contract ceases to exist for any reason or is not available, or was partially used and was not topped up by the deadline, or the Buyer has failed provide a new security accepted by the Seller;
- j) on the basis of Point 9 or Point 11 of the SCT;
- k) the Seller is unable to start the delivery at the beginning of the Delivery Period and within 8 days thereafter due to the Buyer's fault;
- l) if the Seller is unable to fulfill its delivery obligation for 5 days due to the Buyer's fault or for reasons falling within the Buyer's scope of responsibility;
- m) the Buyer fails to comply with their obligations of cooperation, information and data provision prescribed, or hinders the measures prescribed by the Seller, or does not cooperate in their fulfillment;
- n) the Buyer has breached any essential obligation arising from any contract concluded with the Seller or third party(ies), including any essential obligation vis-à-vis any economic organization or authority (including public debts), such as e.g. if they have not fulfilled their payment obligations when due, or regularly fail to fulfill them, and entitling such third party (parties) to terminate the contract with immediate effect;
- o) the Buyer violates their obligations contained in the security agreement or the agreement regarding the promotion and confirmation of the recovery of the Seller's claim, restricts or obstructs the conclusion of these agreements or the enforcement of the Seller's claims under

these agreements in any way, withdraws the collateral used as a security in respect of the Seller's claims, or disposes of it without the Seller's prior consent, or fails replace or top up the reduced value or used collateral; any of the collateral contracts have been terminated or are in danger of being terminated;

- p) the Buyer uses the insurance sum provided by the Seller for the purpose of fulfilling the Buyer's restoration obligation due to damage in the collateral, in a manner different from such purpose;
- q) judicial or other official enforcement is initiated or ongoing in respect of the Buyer's property or the property pledged as security for the benefit of the Seller, or another person entitled to the property serving as a security for the Seller exercises his or her right of satisfaction without judicial enforcement;
- r) if the Buyer is close to insolvency or the Buyer acknowledges in writing their general insolvency;
- s) the Buyer or the company thereof in which the Buyer has a majority shareholding or controlling majority voting rights, or the owner of the Buyer holding a majority shareholding, or a natural or legal person with controlling majority voting rights of the Buyer becomes insolvent, bankruptcy or liquidation proceedings are initiated or in progress against them;
- t) the Buyer materially or repeatedly breaches any of its obligations under the Contract/SCT that was not indicated particularly above;
- u) in case of serious breach of contract;
- v) if operational problems arise in the Buyer's sphere of interest due to a dispute arising among persons entitled to represent the company and to exercise ownership rights, or due to the difficulty or impossibility of contacting the Buyer;
- w) during the period of force majeure or impossibility;
- x) In the cases set out in the Business Rules;
- y) other cases determined in the Contract.

15.2.2 Unless otherwise prescribed by the Contract, the Buyer shall be entitled to terminate the Contract with immediate effect, by sending a written notification to the Seller, if any of the below events occur:

- a) the Buyer, based on the final decision or a non-final decision rendered by the competent authority, becomes unauthorized to perform its tasks under the present Contract in the future but within the term of the Contract, without any legal successor that is authorized to carry out such tasks;
- b) the Hungarian Energy and Public Utility Regulatory Authority withdraws the Seller's operational license in a final decision;
- c) the competent court establishes the Seller's insolvency in a final order and the Seller's liquidation is finally ordered; or the supreme body of the Buyer renders a resolution on the Buyer's termination without legal succession with an effective date affecting the term of the Contract;
- d) the Seller materially or repeatedly breaches any of its obligations under the Contract and/or SCT that was not indicated particularly above and fails to remedy such breach upon the Buyer's written notice within the reasonable additional period specified in that notice.

15.3 The legal consequences of immediate termination shall begin on the day the termination is received. If the service is used by several Buyers (joint and several obligees), the effect of the termination shall apply to all Buyers in the case of delivery to any Buyer. The scope of the termination shall not be affected by account statements and other statements sent by the Seller to the Buyer after the exercise of the termination and indicating the Buyer's payment arrears. In case of termination by the Seller, all payment obligations of the Buyer (invoiced, not due, or not yet invoiced, including penalties) shall fall due immediately.

15.4 In the event of termination of present contract, unless otherwise agreed by the parties, at the earliest on the agreed day of termination of this contract (in case of termination by one of the parties on the day of receipt of termination by the other), the Seller is entitled to initiate the disconnection of the Buyer's consumption point at the Natural Gas Distributor without any further notice or condition. In this

case the Buyer is obliged to pay the costs and damages related to the disconnection to the Seller at the first written request of the Seller.

15.5 In the event of the circumstances defined in point 15.2.1, the Seller shall be entitled to suspend their delivery obligation or refuse delivery of natural gas, regardless of whether the Seller exercises their right of termination.

## **16. Transfer of rights and obligations**

Unless otherwise prescribed by the present Contract neither Party shall be entitled to transfer the present Contract (novation) or the rights and obligation arising from the present Contract to a third person without the prior written consent of the other Party. Such consent may not be denied without a due reason.

## **17. Governing law**

Regarding the present Contract, the applicable Hungarian law, and the provisions of the industrial regulations issued on the basis of the relevant provisions of the relevant laws shall be governing.

The Parties exclude the application of the Vienna Convention on the Sale of Goods.

The Parties, without the exclusion of the competence of other Hungarian courts, submit themselves to the decision of Permanent Arbitration Court attached to the Hungarian Chamber of Commerce and Industry (Budapest) in case any legal dispute that arises from the Contract or in connection therewith, in relation to the breach, termination, validity or interpretation of the Contract, taking into account that the Arbitration Court shall proceed pursuant to its own Rules of Proceedings (supplemented with the provisions of the Sub-Rules of Expedited Proceedings), the number of proceeding arbitrators shall be one, the language of proceedings shall be Hungarian. The parties exclude the possibility of the retrial of the proceedings as regulated in Section IX of Act no. LX of 2017 on Arbitration. In order to settle the legal dispute, the Hungarian substantive law shall apply, excluding its private international law rules.

The Parties agree that the Seller shall be entitled to initiate a procedure for the issuance of payment order. In the event the case is referred to the court due to a statement of opposition, the Seller shall be entitled to initiate arbitrary proceedings following the termination of such court proceedings. The above alternative arbitration clause does not prevent either Party from enforcing any of its claims arising from the concerned legal dispute by initiation of a payment order.

In case the Seller choses a state court, it shall be entitled to initiate the lawsuit also before the court competent in the area of the Seller's registered seat.

## **18. Cooperation of the Parties, notifications and communication**

Any notification under the present Contract shall be made in writing, with proper signature and, unless prescribed otherwise, shall be sent to the other Party by letter or email, using the contact data of the Parties indicated in Annex 3 of the Contract. Either Party shall be entitled to provide other contact data by sending a written notification to the other Party at least 15 days before the certain change occurs.

Any communication or document addressed by one Party to another under the present Contract shall be deemed as serviced at indicated below, depending on the form of communication:

- a) in case of a postal consignment, when the letter was left at the given address or, in case of a consignment with return receipt, as determined by the provisions on service of the relevant laws;
- b) in case of electronic mail, upon sending it, unless the mailing system sends a notification of the failure of data transfer.

## **19. Services of the Transmission System Operator(s) and Natural Gas Distributors**

They are to be determined in the Business Rules.

## 20. Secrecy

The Parties shall deem all data and information related to the present contract as confidential, apart from such nature being expressly indicated or not. Unless otherwise prescribed by law, the confidential information shall only be disclosed to persons concerned by the present transaction and being employed or engaged by either Party, and whose inclusion thereof is inevitable in order to perform the present contract.

## 21. Entire agreement

This Contract (including the provisions of the SCT and the Business Rules), as well as the binding offer made by the Seller and accepted by the Buyer constitutes the full and final agreement of the Parties with respect to the subject matter of the Contract. Any agreements concluded by the Parties earlier with respect to the said subject matter shall lose its effect upon the execution of the Contract by both Parties. In the event of any conflict between the provisions of the Contract and the content of the binding offer, the provisions of the Contract shall be governing. In the event of any discrepancies between any provision of the Contract and the SCT, or if any issue is regulated differently by the Contract and the SCT, the provisions of the Contract shall be applicable. Any amendments or changes of the Contract shall be made in writing and executed by the representatives of all Parties authorized for execution.

Seller reserves the right to unilaterally amend this SCT. Seller shall notify Buyer of changes to these SCT at least 15 days prior to the change coming into effect by posting the change on Seller's website. The Buyer is obliged to visit the Seller's website regularly and get acquainted with the amendments to Seller's SCT. If they do not accept the amendment, the Buyer is obliged to notify the Seller thereof within 8 days by sending a written notice to the Seller's registered seat by post. If the Buyer does not accept the amendment initiated by the Seller within the deadline, the Seller considers that the Buyer has terminated the Contract with the effective date of the amendment. In this case, the Seller and the Buyer are obliged to settle the accounts with each other, pay their debts and dispose of their claims no later than by the end of the notice period. If the Buyer does not object to the amendment in writing by its effective date, the Parties and the Seller consider that the Buyer has accepted the amendment. In case of termination by the Seller, all payment obligations of the Buyer (invoiced, not due, or not yet invoiced, including penalties) shall fall due immediately.

If the Seller does not enforce any rights it is entitled to under the Contract, or exercises any such rights belatedly or merely partially, that shall not qualify as a waiver of the concerned right. The rights the Seller is entitled to under the Contract shall supplement all the rights the Seller is entitled to under the provisions of law.

## 22. Data processing provision

22.1 The Seller processes the personal data provided in the contract of the natural persons – signatories – representing the Parties, as well as the address, email address and phone number of such persons for the purpose of communication, exercising rights and obligations arising from the contract, and for other purposes set forth in the contract, on the basis of legitimate interest. By signing the present contract, the data subject consents to the data processing. The personal data included in the Contract may be processed for a maximum of 8 years after the termination of the contract, which results from statutory taxation and accounting obligations. The Seller shall fulfill their data processing obligations in accordance with the basic principles contained in the data processing legislation in force from time to time, including the principle of data minimisation and facilitating the exercise of data subject's rights. In the case of data processing based on legitimate interests, the persons concerned by data processing shall have a priority right, among other things, to object to the data processing.

22.2 The Seller shall process the name, address, telephone number, and email address of the non-signatory natural person designated as the contact person during the term of the Contract for the purpose of fulfilling the obligations contained therein, with reference to a legitimate interest in promoting the continuity of business after the termination of the Contract. The Buyer states and warrants that it has lawfully obtained the consent of the contact persons to the transferring of their data to the Seller, and that it hands such data over to the Seller lawfully, bearing full liability for the lawfulness and correctness of the data. The personal data included in the Contract may be processed for a maximum of

8 years after the termination of the contract, which results from statutory taxation and accounting obligations. In the event of the withdrawal of the consent, the Buyer shall designate a new contact person, from whom consent shall also be obtained.

22.3 The Seller shall process the personal data received from the Buyer in connection with the performance of the contract, other than the above, for the exercise of the rights and obligations arising from the contract, or for secondary purposes, in accordance with the legal basis specified in the Data Protection Notice on the <http://www.ppd-hungaria.com> page and set out therein. The Buyer declares that they have familiarized themselves with the provisions contained in the Data Protection Notice. The Buyer states and warrants that it has lawfully obtained the consent of the data subjects to the transferring of their data to the Seller, and that it hands such data over to the Seller lawfully, bearing full liability for the lawfulness and correctness of the data, and shall inform the Seller regularly regarding any changes occurring to the concerned data.

22.4 Regarding all data subjects, the recipient of the personal data shall be: the employees of the Seller performing tasks in connection with Buyer service, and the employees and data processors of the Seller performing tasks in connection with communication, accounting, taxes and legal matters. The Seller's data processors indicated in this Point shall be subject to the same data protection obligations as the Seller.

22.5 For data processing, the personal data may be handed over, in particular, to the accounting firm assigned by the Seller for the purpose of taxation or accounting, to Magyar Posta (national postal service company) and to the assigned courier service for the purpose of posting and delivery, and to the assigned property protection firm and to its legal representative for the purpose of property protection. The Seller's data processors indicated in this Point shall be subject to the same data protection obligations as the Seller.

22.6 By signing this contract, the Buyer acknowledges that the Seller will process the personal data and (i) trade secrets, (ii) bank secrets, (iii) securities related secrets, (iv) treasury secrets, (v) insurance secrets, (vi) internal information, (vii) confidential information, and (viii) data classified as classified data (together: "Protected Data"), as provided in the Data Protection Notice and given in this Contract, in the manner specified in the Data Protection Notice and given in this Contract in order to fulfill the contract.

22.7 In connection with data processing, the data subjects of the above data processing activities shall have the right against the Seller as data controller to be provided with transparent information, to communication, to the promotion of exercising his/her rights and to information. The data subject shall have the right to access and rectification, to be provided with information on any data breaches, to lodge a complaint with the supervisory authority (administrative remedy), to effective judicial remedy against the supervisory authority and against the data controller or the data processor. The data subject shall have the right to erasure, to restriction of data processing, to data portability, to object and to rights related to automated decision-making and profiling. Further detailed information on the data subjects' rights and on the data processors are included in the Information on Data Processing, available on the website of the Seller: <http://www.ppd-hungaria.com>. The contracting Buyer hereby states to have studied the Information on Data Processing and consents to be bound by it. In the event that the data subjects exercise their rights with the Buyer, the Buyer is obliged to forward the request to the data processing Seller immediately but no later than within 48 hours.

22.8 In matters not regulated in these data processing clauses, the data subject's rights shall be governed by the provisions of the General Data Protection Regulation No (EU) 2016/679, as well as CXII of 2011 on the right to informational self-determination and freedom of information, as well as Data Protection Notice in force from time to time and available at the Seller's <http://www.ppd-hungaria.com> website.

### 23. Final provisions

- 23.1. The Standard Contract Terms contained in these SCT shall form part of the Contract concluded between the Parties.
- 23.2. This amended SCT, consolidated with the amendments thereof, shall enter into force on 8 October 2022.