



Amendment No. 1.
of the Network User Membership
Agreement

Amendment No. 1. of the Network User Membership Agreement

Hereinafter referred to as **Amendment No. 1.**,

entered into between,

FGSZ - Földgázz szállító Zártkörűen Működő Részvénytársaság

Seated: H-8600 Siófok, Tanácsház u 5.

Postal address: H-8600 Siófok, Tanácsház u. 5. (P.o. Box 102.)

Account keeping financial institution: ING Bank N.V. Magyarországi Fióktelepe

Bank account number: HU08 1370 0016 0420 0013 0000 0000

SWIFT code: INGBHUHB

Statistic code: 12543331-4950-114-14

VAT number: 12543331-2-14

Company registration no.: 14-10-300230 Registered at Kaposvári Törvényszék

referred to as **RBP Operator**

and

Seated:

Postal address:

Account keeping financial institution:

Bank account number:

Statistic code:

VAT No.:

Company registration no.:

to as **Network User Member**

referring together as: **Parties**

signed on the date and place below, with the following terms and conditions.

Amendment No. 1. of the NUMA of RBP

The Parties establish that a Network User Membership Agreement (NUMA) was concluded between them dated

1. Subject of Amendment No. 1.

1.1. Amendment No. 1. shall stipulate the provisions of the Capacity Booking Platform Regulation (Operational Rules of the Regional Booking Platform) that shall not be applied by Gas Connect Austria GmbH and FGSZ Ltd. at the interconnection point Mosonmagyaróvár (EIC: 21Z000000000003C).

1.2. The acceptance of the present Amendment No. 1. by the Network User Member is a prerequisite to participate in capacity allocation procedures and any other capacity transaction at the interconnection point Mosonmagyaróvár.

2. List of Exempted Provisions

- By duly signing the present Amendment No. 1., the Network User Member agrees, accepts and acknowledges that the following provisions shall not apply pursuant to Article 1.1. of Amendment No. 1. at the interconnection point Mosonmagyaróvár.
- Solely in relation to Gas Connect Austria GmbH:
 - Article 2.3. par. 2.
 - Article 3.2. in its entirety.
 - Article 3.6. in its entirety.
 - Article 3.10. in its entirety.
 - Article 5.1. in its entirety.
 - Article 11.1.1. the title shall be read without “or as bundled or unbundled capacity product”
 - Article 11.1.2. the title shall be read without “or as bundled or unbundled capacity product”
 - Article 11.1.3. the title shall be read without “or as bundled or unbundled capacity product”
 - Article 12. xiii. in its entirety.
 - Article 12. xvii. in its entirety.
 - Article 15. v., vi. and ix. in their entirety.
 - Article 16. in its entirety.
- Jointly in relation to Gas Connect Austria GmbH and FGSZ Ltd as adjacent TSOs:
 - Article 2.4. in its entirety.
 - Article 3.1. the title shall be read without “Bundled and unbundled”
 - Article 3.1. shall be read as follows:

The title shall be read without “Bundled and unbundled.”

“Based on the rules described in the CAM NC, RBP offers the possibility to adjacent TSO Members or other system operators for offering their capacity jointly in bundled and unbundled capacity auctions.

Network Users shall be able to obtain such capacities via auctions as defined in the CAM NC.”
 - Article 12. ii. a) shall be read as follows:

“in case of capacities allocated in a bundled way, the capacity offered by the TSO Member will undergo a bundling procedure. The ‘Set’ status indicates that the capacity bundling has taken place.”

Amendment No. 1. of the NUMA of RBP

- Article 12. xii. in its entirety.

3. Miscellaneous

3.1. The present Amendment No.1. shall be applied from 20.....

3.2. For the avoidance of doubt, the above exemptions listed under Article 2. of Amendment No. 1. shall not be applied to any capacity that is allocated at any other network point on the Regional Booking Platform.

3.3. The terms and provisions of the Network User Membership Agreement not modified by the present Amendment No1. shall remain unchanged, applicable and effective.

4. Number of Copies

4.1. The present Agreement has been duly signed in two (2) originals; each Party shall be entitled to one-one (1-1) original.

Dated:,

On behalf of the RBP Operator:

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On behalf of the Network User Member:

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