

CEEGEX Info Vendor Agreement (referred to as "Agreement")

concluded by and between CEEGEX Central Eastern European Gas Exchange Private Company Limited by Shares (registered seat: HU-1134 Budapest, Dévai u. 26-28., Hungary; registration no.: Cg. 01-10-047091; referred to as "CEEGEX")

and

[...please insert your Entity's name...] (registered seat: [...please insert registered address....]; registration no.: [...please add registration no....]; referred to as "**Vendor**")

as parties to the Agreement under the following terms and conditions at the place and date written below. The Agreement consists of the following two parts:

- (i) Part I containing the material provisions specific to this Agreement; and
- (ii) Part II containing the general terms and conditions (GTC) with detailed provisions applicable to technical matters of this Agreement.

For the avoidance of doubt, only material provisions under Part I are subject to amendments according to Vendor's preference (by filling in and selecting the preferred options), whereas the general terms and conditions (GTC) under Part II shall have general applicability throughout this Agreement with no options to amend by the Vendor.

Part I: Material provisions of Agreement

1. Vendor's Profile

Vendor's Details	
Name	
Address	
Billing Address (if different)	
EU TAX number (for EU members only)	
Commencement Date	
Information Package	CEEGEX V1 <input type="checkbox"/> CEEGEX V2 <input type="checkbox"/>



Vendor Contacts Authorized to deal with CEEGEX		
	Main contact	Secondary contact
Contract Notices and Amendments		
First Name:		
Last Name:		
Title:		
Phone:		
Information Management		
First Name:		
Last Name:		
Title:		
Phone:		
Administration/Reporting/Payment		
First Name:		
Last Name:		
Title:		
Phone:		

2. CEEGEX Spot Market information packages

The following data packages are available based on the “Data Vendor questionnaire” submitted to CEEGEX:

Information package	Fees	Access		Granted Rights		
		SFTP server	Read-only user	Internal usage	Publication Rights	Rights to Resell
CEEGEX Spot Market (V1) → End of Day data for the actual year → Historical End of Day data from start	[...]	X	-	X	X	X
CEEGEX Spot Market (V2) → Live data → End of Day data for the actual year → Historical End of Day data from start	[...]	X	X	X	X	X

CEEGEX reserves the right to modify the provisions of the data packages and fees in its sole and absolute discretion.

Special offers and discounts granted by CEEGEX may apply until revocation.

3. Subscription details

Duration and invoicing:

This Agreement shall be concluded for¹

- an indefinite term
- a definite term expiring on _____

The agreed fees cover the availability of the information for the respective calendar year (from 1st January to 31st December).

¹ Please select as applicable by 'X' mark and filling in the expiration date if applicable

Information Package subscription fee(s) and, if applicable, read-only user fee(s) shall be invoiced on a monthly basis, at the beginning of each month.

In case of subscription termination, partial months shall be considered as full months and shall be invoiced to Vendors.

Payments are to be settled via bank transfer within fifteen (15) calendar days following the receipt of the invoices.

Contact:

To subscribe please contact CEEGEX Sales at membership@ceegex.hu.

This Agreement was signed after reading and interpretation, in accordance with the intention of the parties.

Signed on behalf of Vendor

Place:
Date:
Name in print:
Title:
Signature:

Signed on behalf of CEEGEX

Place: Budapest,
Date:
Name in print:
Title:
Signature:

Part II: General Terms and Conditions

1. Definitions and Interpretation

1.1. Except where specified and where the context otherwise requires, capitalised terms used in the Agreement shall have the meanings defined below and in CEEGEX's Market Rules.

- a) **Affiliated Companies:** A subsidiary in which Vendor directly or indirectly owns more than 50% of the issued share capital and exercises effective control, or a holding company that directly or indirectly owns at least 50% of Vendor's issued share capital and exercises effective control.
- b) **Commencement Date:** Date specified in Article 1 (*Vendor's Profile*) of Part I of the Agreement or other date agreed in writing between the parties.
- c) **Day:** Calendar day.
- d) **Delayed Information:** All Information disseminated with a delay of minimum 15 minutes after being generated.
- e) **End-of-Day Information:** Information provided after close of trading that reflects the activity of the same trading Day.
- f) **Information:** The information available to be licensed by CEEGEX under the Agreement, as published by CEEGEX from time to time.
- g) **Information Packages:** Packages of Information which Vendor can select and receive from CEEGEX in return for fees as specified in Article 2 (*CEEGEX Spot Market Information Packages*) of Part I of the Agreement.
- h) **Information Provider:** Any third party source of information that licenses CEEGEX to make its information available as Information under the Agreement, whether such Information is disseminated by CEEGEX, by its originator, or by a third party.
- i) **Intellectual Property Rights:** Patents, trademarks, service marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets and any other rights relating to intellectual properties in accordance with the applicable laws.
- j) **Internal Controls:** Systems, rules, procedures, authorisations and disciplines which, taken together and to the satisfaction of CEEGEX:
 - record and identify all authorised access to Information,
 - inhibit unauthorised access to Information, or identify and record unauthorised access and facilitate appropriate action.

Internal Controls are regarded as effective if there is auditable evidence of their operation throughout the relevant period.

- k) **Physical Point of Access:** The piece of technical equipment, as specified in Article 2 (*CEEGEX Spot Market Information Packages*) of Part I of the Agreement, which the Vendor may connect to for the purposes of taking delivery of the Information (i.e. API connection).
 - l) **Real-time Information:** All Information from the time of original dissemination to the time fifteen (15) minutes after such dissemination.
 - m) **Service:** Any service provided by Vendor that includes Information in any form.
 - n) **Service Facilitator:** A Person, authorised by Vendor to receive Information from Vendor or Affiliated Companies for the sole purpose of facilitating dissemination of Information in Vendor's Service in accordance with the Agreement.
 - o) **Subscriber:** Any person that receives access to Information directly or indirectly via a Vendor's Service.
 - p) **Subscriber Agreement:** A legally valid agreement governing Subscriber's use of Information in accordance with the Agreement.
 - q) **User:** An individual uniquely identified (by user ID, terminal ID and confidential password or other unambiguous method acceptable to CEEGEX) and authorised or allowed to access Information supplied directly by CEEGEX.
- 1.2. In the Agreement (except where the context otherwise requires):
- a) words or phrases importing the singular include the plural and vice versa,
 - b) the headings in the Agreement are inserted for clarity and division only and do not form a part of the Agreement and do not in any way modify, interpret or construe the intentions of the parties,
 - c) the terms of this Agreement shall be interpreted in accordance with CEEGEX's Market Rules,
 - d) references to the rights and obligations of Vendor apply also to Vendor's Affiliated Companies.
- 1.3. In the event of any conflict between the provisions of CEEGEX's Market Rules and this Agreement, the provisions of CEEGEX's Market Rules shall prevail.

2. Scope

- 2.1. CEEGEX grants to Vendor a non-exclusive, non-transferable licence to receive Information and to use and distribute Information subject to the terms and conditions of the Agreement.
- 2.2. Vendor accepts the terms and conditions of the Agreement and unconditionally guarantees and accepts full responsibility for performance of its obligations under the Agreement. If Vendor is authorised to share the Information with Vendor's Affiliated Companies under this Agreement, the Vendor is fully liable for all breaches by such Affiliated Companies.

3. Intellectual Property Rights

- 3.1. Vendor acknowledges the Intellectual Property Rights of CEEGEX in the Information and in the formats in which Information is transmitted. Vendor agrees that neither its receipt of Information nor its distribution of Information shall affect the Intellectual Property Rights of CEEGEX.
- 3.2. Vendor will at CEEGEX's request and expense take all reasonable steps, such as execution of deeds or co-operation in litigation both during and after the term of the Agreement, as are necessary for the protection and enforcement of the Intellectual Property Rights of CEEGEX.
- 3.3. The Agreement shall not affect any Intellectual Property Rights of Vendor subsisting in or relating to:
 - a) the inclusion use of Information (including Information as processed by Vendor in accordance with the Agreement) in its business activity; and
 - b) any collection, compilation or other original work created from Information or in which Information is included in accordance with the Agreement.

4. Vendor's Receipt of Information

- 4.1. Vendor is licensed to receive Information (in the form of Information Packages specified by CEEGEX) directly from CEEGEX.
- 4.2. Vendor shall bear all the costs of taking delivery of the Information incurred downstream from the Physical Point of Access.
- 4.3. Where Vendor receives Information directly from CEEGEX, Vendor shall be responsible at Vendor's own expense for the installation, operation and maintenance of telecommunication lines, equipment and software.
- 4.4. Each party undertakes to comply with all regulations, conditions or restrictions laid down from time to time by any statute, telecommunications provider and/or regulatory authority in connection with Vendor's access to, use, storage and transmission of and dealing with Information.

5. Vendor's Use of Information

- 5.1. Vendor may use Information only as permitted by the Agreement.
- 5.2. Vendor's use and distribution of Information shall be as specified in Article 1 (*Vendor's Profile*) of Part I of the Agreement. Vendor is entitled to select any of the options available per Article 1 (*Vendor's Profile*) of Part I and to change the selection in accordance with Section 11.2.
- 5.3. All use of live data by Vendor must be subject to effective Internal Controls, except where CEEGEX specifies otherwise.
- 5.4. Any use or distribution of Information by Vendor not specified under the Agreement is prohibited without the prior written approval of CEEGEX. CEEGEX reserves all rights to withhold approval and to require Vendor to sign a separate agreement with CEEGEX before any such use or distribution of Information, this shall not be unreasonably requested.

- 5.5. Vendor may use the name "An official information vendor of CEEGEX, Central Eastern European Gas Exchange Ltd." as applicable during the term of the Agreement.
- 5.6. Vendor shall ensure that the Information is not misrepresented, displayed or distributed in any manner that may, as determined by CEEGEX at CEEGEX's sole discretion, create a false or misleading impression as to the origin or value of any item of Information or the operation of the markets to which the Information relates.
- 5.7. Vendor shall not use the Information for any illegal purpose.
- 5.8. Vendor shall take all reasonable precautions, including the maintenance of security systems and data access control procedures, to prevent unauthorised access to the Information.
- 5.9. Vendor will cease all distribution of Information as soon as possible upon receipt of written direction of CEEGEX or on a reasonable date specified by a written direction of CEEGEX, where CEEGEX has reasonable cause to suspect unauthorised distribution or use of Information.
- 5.10. At the request and at the expense of CEEGEX, Vendor shall provide all reasonable cooperation with and assist CEEGEX in any action or proceeding necessary to end or prevent any unauthorised receipt, use or distribution of Information by any third party.
- 5.11. In case of termination of the Agreement for any reason, Vendor may keep the Information received during the term of this Agreement and continue using it in its Services and databases.

6. Subscriber's Use of Information

- 6.1. Vendor shall ensure that, and where necessary Subscriber Agreements shall provide that,
 - (a) Subscriber can receive both Delayed Information for the continuous trading and Real-time Information from the SFTP from Vendor,
 - (b) Subscriber's use of Information complies with the Agreement,
 - (c) Subscriber shall be responsible for the use of Information by Users and
 - (d) Subscriber shall ensure that Users comply with the terms of the Subscriber Agreement.
- 6.2. All use of Information by Subscriber must be identified and must be subject to effective Internal Controls, except where CEEGEX specifies otherwise.
- 6.3. Each party agrees to collect and hold personal data from Subscribers and prospective Subscribers only as required to meet each party's obligations under the Agreement and to comply with any applicable regulation or law relating to personal data in the execution of either party's obligations under the Agreement. Subject to any applicable law, Vendor agrees to provide, correct and/or delete personal data on request from CEEGEX to do so.
- 6.4. Vendor is entirely responsible for ensuring that terms and conditions relating to the use of Information comply with applicable laws or regulations. Vendor will promptly bring to the attention of CEEGEX any condition of this Section 6 that may conflict with applicable laws or regulations.

- 6.5. The Vendor shall co-operate with CEEGEX to halt or prevent any unauthorised use or distribution of Information by any recipient of Information via Vendor's Services.
- 6.6. Vendor shall not be liable for the unauthorised use of Information by a Subscriber if Vendor can offer proper evidence that Vendor had made all reasonable efforts expectable from him, particularly:
- (a) Vendor has taken all available technical, administrative and legal measures to prevent unauthorised use or distribution of Information by the Subscriber,
 - (b) the contents of the Subscriber Agreement comply with CEEGEX's policies, and
 - (c) when Vendor became aware of unauthorised use or distribution of Information, Vendor informed CEEGEX immediately, and complied promptly with any request by CEEGEX to cease the Information supply to the Subscriber.

7. Fees, Vendor prices

- 7.1. Vendor shall pay all fees, charges and other sums due to CEEGEX in accordance with the payment requirements specified in Article 0 (*Subscription details*) of Part I of the Agreement.
- 7.2. Vendor shall be free to establish and alter the prices charged to Subscribers for the supply of the Information and of its Service, provided that such prices do not misrepresent fees charged by HUPX to Vendor in accordance with the Agreement.
- 7.3. The Contracting Parties agree, that the fees shall be indexed annually according to the Monetary Union Index of Consumer Prices, published by Eurostat.

8. Warranties and Indemnities/Limitation of Liability

- 8.1. CEEGEX represents, warrants, and covenants that:
- a) it has the right to license the receipt and use of Information for the purposes specified in the Agreement,
 - b) use of Information as specified in the Agreement will not infringe any Intellectual Property Rights of any third party.
- 8.2. CEEGEX will use all reasonable endeavours to ensure the accuracy, reliability, completeness and continuity of Information and to correct any errors or omissions as soon as reasonably practical to the extent it is within CEEGEX's reasonable control and ability to do so. Other than as set out in this Section 8, CEEGEX shall not be liable for any delay, inaccuracy, error or omission of any kind in the Information or for any resulting loss or damage. In addition, CEEGEX shall not have any liability for any losses arising from unauthorised access to Information or any other misuse of Information.
- 8.3. CEEGEX warrants and represents that the Information:
- a) is developed with due care and skill in a professional manner,
 - b) shall not be obscene or defamatory, nor in breach of any applicable data protection laws,

c) is not contrary to energy, natural gas or commodity exchange regulations or any applicable laws, and regulations.

8.4. CEEGEX shall indemnify, and hold harmless and defend Vendor against all losses, claims, damages, expenses or costs, for infringement by Information of Intellectual Property Rights of any third party, provided that CEEGEX is notified promptly in writing of such claim and is given the opportunity to have sole control for the defence of any action on such claim and all negotiation for its settlement. Vendor shall cooperate with CEEGEX to facilitate any such defence.

8.5. Vendor will indemnify CEEGEX against all losses, claims, damages, expenses or costs which CEEGEX has incurred or paid to any third party arising from unauthorised access to or unauthorised use of Information by Vendor, except where the losses, claims, damages, expenses or costs arise from gross negligence or wilful misconduct on the part of CEEGEX or from the indemnity granted by CEEGEX in accordance with Section 8.4 above.

CEEGEX shall promptly notify Vendor in writing of any such losses, claims, damages, expenses or costs and Vendor shall have control of the settlement and defence of any action to which this indemnity relates. CEEGEX shall cooperate with Vendor to facilitate any such defence.

8.6. With the exception of Sections 8.4 and 8.7, and of any liability that cannot lawfully be excluded, CEEGEX shall not be liable to Vendor, or to others directly or indirectly making use of Information, for any direct, indirect or consequential loss, damage, injury, cost or expense arising in any way out of access to, provision or use of Information.

With the exception of Section 8.5 and of any liability that cannot lawfully be excluded, Vendor shall not be liable to CEEGEX, or to others directly or indirectly making use of Information, for any indirect or consequential loss, damage, injury, cost or expense arising in any way out of access to, provision or use of Information. For the avoidance of doubt, nothing in this Section shall limit the obligations of Vendor to pay fees in accordance with this Agreement.

8.7. With the exception of Section 8.4 and of any liability that cannot lawfully be limited, CEEGEX's liability for any loss or damage suffered as a result of simple or of gross negligence of CEEGEX or its officers shall be limited in respect of each claim or series of connected claims to the direct losses and damages suffered by Vendor (excluding indirect or consequential losses or damages of any kind such as loss of profits or of contracts) and shall not exceed the total of fees paid by Vendor over the preceding twelve (12) months. Parties agree that the fees of Information supply by CEEGEX were established in consideration of this limited liability.

9. Confidentiality

9.1. Each party acknowledges that confidential information, including material of a confidential nature relating to the Agreement, the business of the other or of third parties, may be disclosed to it under the Agreement. Each party undertakes to hold such information in confidence and not, without the prior written consent of the other, disclose it to any third party nor use it for any purpose other than in the performance of the Agreement.

9.2. This obligation does not apply to information, specifications or material which:

a) at the time of disclosure are already through no fault of either party in the public domain,

- b) have not been identified as confidential and which no reasonable person would assume are confidential,
- c) after disclosure become generally available to third parties through no fault of the party that disclosed them,
- d) are or become rightfully known to either party without restriction from another source,
- e) are required to be disclosed by order of legal or regulatory authorities.

10. Term and Termination

10.1. The Agreement shall take effect on the Commencement Date and shall remain in effect for a term as specified in Article 0 (*Subscription details*) of Part I of the Agreement.

10.2. The Agreement may be terminated immediately or on the date specified in written notice by the party not at fault if any of the following events occur:

- a) If the other party commits any material breach of the terms or conditions of the Agreement and (i) fails to remedy such breach (insofar as such breach is capable of remedy) within thirty (30) Days after receiving written notice from the party not at fault requiring it to do so or (ii) subsequently commits a material breach of the same obligation. Vendor shall be deemed to have committed a material breach particularly in the event of misrepresentation of Information in the course of its business activity, failure to pay fees in accordance with the Agreement and failure to control unauthorised use of Information.
- b) If the other party presents a petition or has a petition presented by a creditor for its winding up, or enters into compulsory or voluntary liquidation (other than for the purpose of a bona fide reconstruction or amalgamation), or has a receiver of all or any of its undertakings or assets appointed, or ceases to carry on business.

10.3. The Agreement may be terminated by Vendor in accordance with Section 11.6.

10.4. If the Agreement is terminated, the fees due in consideration for the services already delivered but still unpaid by the Vendor shall all become immediately due and payable in the form of a lump sum.

11. Agreement Variations

11.1. Subject to Sections 11.2., 11.3. and 11.4. except as otherwise provided in the Agreement, no variation of the terms and conditions of the Agreement shall be effective unless expressly agreed in writing by both parties.

11.2. Vendor may add to and change its contact details, its Information supplier or licensed usage on submission of a revised Vendor's Profile under Article 1 of Part I. Vendor is required to notify CEEGEX within thirty (30) Days of any change. Changes will be deemed to be accepted by CEEGEX unless CEEGEX objects in writing within thirty (30) Days of receiving the notification.

11.3. CEEGEX may add to and change its contact details specified in Article 0 (*Subscription details*) of Part I of the Agreement, on submission of written notification to Vendor.

11.4. CEEGEX may at any time unilaterally modify Article 2 (*CEEGEX Spot Market Information Packages*) of Part I of the Agreement, as set out below:

- a) CEEGEX shall notify Vendor of the exact scope and the effective date of such modifications,
- b) CEEGEX shall provide notice of the proposed modification as specified in Section 11.11.5 below,
- c) any such modification of the Agreement shall apply and be available equally to all Vendors,
- d) the entire text of the modified Agreement will be available on CEEGEX's website.

11.5. CEEGEX shall provide written notice of modifications as follows:

- a) in the case of Article 2 (*CEEGEX Spot Market Information Packages*) of Part I of the Agreement, thirty (30) Days,
- b) in the case of CEEGEX Information Packages, CEEGEX reserves the right to determine the length of the notice period in accordance with industry best practices.

11.6. When CEEGEX modifies the Agreement pursuant to Section 11.4, Vendor may choose to terminate the Agreement with the termination taking effect on the effective date of modification or the thirtieth (30th) Day following the receipt of CEEGEX's notification of changes, whichever is the later. Vendor must advise CEEGEX of intention to terminate the Agreement prior to the effective date of termination. If CEEGEX does not receive notification to terminate Vendor shall be deemed to have accepted the modifications.

11.7. If Vendor terminates the Agreement pursuant to Section 11.6., CEEGEX shall ensure that Vendor may use the service under the Agreement in the form it existed before the modification until such termination takes effect.

12. Miscellaneous

12.1. Neither party shall be liable for any delay or failure to meet its obligations (other than a payment obligation) under the Agreement due to any cause outside its reasonable control and which is neither an intentional act nor an act of gross negligence by either party, for example flood, extraordinary weather conditions, earthquake or other Act of God, fire, war, insurrection, riot, labour dispute or act of Government.

12.2. If any part, term or provision of the Agreement is held illegal, invalid or unenforceable, the validity or enforceability of the remainder of the Agreement shall not be affected. The parties shall replace the invalid part, term or provision with a valid one that best reflects the original intention of the parties.

12.3. The provisions of Sections 3., 5.6., 5.7., 5.10., 5.11., 7., 8., 9. and 12. shall survive termination of the Agreement, except where they relate to rights granted to Vendor only during the term of the Agreement.

12.4. The failure of either party at any time to enforce any provision of the Agreement shall not affect its right thereafter to require complete performance by the other party.

- 12.5. CEEGEX is entitled to rely on the validity of any representation, notice or communication from an officer of Vendor and from the authorised contacts listed by Vendor in Article 1 (*Vendor's Profile*) of Part I of the Agreement. Vendor agrees to inform CEEGEX promptly of any change in the details of authorised contacts and to comply with any reasonable procedures or disciplines introduced by CEEGEX for the purpose of validating communications from authorised contacts.
- 12.6. The Agreement constitutes the entire agreement between the parties regarding this subject matter and supersedes each previous proposal, representation and agreement, written or verbal, between CEEGEX and Vendor.
- 12.7. Vendor shall not assign the Agreement or any rights arising from the Agreement without the prior written consent of CEEGEX. CEEGEX shall not unreasonably withhold such consent.
- 12.8. The Agreement shall be executed in two (2) original and identical copies, one (1) of which will be distributed to each of the parties.
- 12.9. The construction, validity and performance of the Agreement shall be governed by the laws of Hungary and in particular the provisions of the Civil Code. The parties accept the exclusive competence and jurisdiction of the Permanent Arbitration Tribunal of the Hungarian Chamber of Commerce and Industry vis-à-vis any dispute arising under the Agreement.
- 12.10. All notices and notifications required under the Agreement shall be in writing or via such electronic means as are agreed between the parties to constitute written notices. Notices and notifications required under the Agreement shall be deemed to have been served (a) five (5) business Days after the time of posting if sent by registered post (b) the date of receipt if return receipt is attached to the registered post or (c) the next business Day after an electronic transmission.