

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

concluded by and between Central Eastern European Gas Exchange 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 "User")

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 User'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 User.

Part I: Material provisions of Agreement

1. User's Profile

User's Details	
Name	
Address	
Billing Address (if different)	
EU TAX number (for EU members only)	
Commencement Date	
Information Package	CEEGEX U1 <input type="checkbox"/> CEEGEX U2 <input type="checkbox"/>



User 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:

Note: Unless otherwise agreed in writing CEEGEX [info user packages prices](https://ceegex.hu/en/data-services/market-data-subscription/info-user) list^{*12} (<https://ceegex.hu/en/data-services/market-data-subscription/info-user>) as in force on the date of signing this agreement shall apply to the calculation of performance.

Information package	Access		Granted Rights		
	SFTP server	Read-only user	Internal usage	Publication Rights	Rights to Resell
CEEGEX Spot Market (U1) → End of Day data for the actual year → Historical End of Day data from start	x	-	x	-	-
CEEGEX Spot Market (U2) → Live data → End of Day data for the actual year → Historical End of Day data from start	x	x	x	-	-

3. Subscription details

Duration and invoicing:

This Agreement shall be concluded for³

- 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).

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 Users.

¹ CEEGEX reserves the right to modify the provisions of the data packages and fees in its sole and absolute discretion.

² special offers and discounts granted by CEEGEX may apply until revocation

³ Please select as applicable by 'X' mark and filling in the expiration date if applicable

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 User

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 User 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 User's issued share capital and exercises effective control.
- b) **Commencement Date:** Date specified in Article 1 (*User'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 User 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 User may connect to for the purposes of taking delivery of the Information (i.e. API connection).
 - l) **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 User apply also to User'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 User a non-exclusive, non-transferable licence to receive Information and to internally use the Information subject to the terms and conditions of the Agreement.
- 2.2. User accepts the terms and conditions of the Agreement and unconditionally guarantees and accepts full responsibility for performance of its obligations under the Agreement. If User is authorised to share the Information with User's Affiliated Companies under this Agreement, the User is fully liable for all breaches by such Affiliated Companies.

3. Intellectual Property Rights

- 3.1. User acknowledges the Intellectual Property Rights of CEEGEX in the Information and in the formats in which Information is transmitted. User agrees that its receipt of Information shall not affect the Intellectual Property Rights of CEEGEX.
- 3.2. User 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 User subsisting in or relating to:
 - a) the use of Information (including Information as processed by User 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. User's Receipt of Information

- 4.1. User is licensed to receive Information (in the form of Information Packages specified by CEEGEX) directly from CEEGEX.
- 4.2. User shall bear all the costs of taking delivery of the Information incurred downstream from the Physical Point of Access.
- 4.3. Where User receives Information directly from CEEGEX, User shall be responsible at User'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 User's access to, use, storage of and dealing with Information.

5. User's Use of Information

- 5.1. User may use Information only as permitted by the Agreement.
- 5.2. User's use of Information shall be as specified in Article 1 (*User's Profile*) of Part I of the Agreement. User is entitled to select any of the options available per Article 1 (*User's Profile*) of Part I and to change the selection in accordance with Section 10.2.
- 5.3. All use of live data by User must be subject to effective Internal Controls, except where CEEGEX specifies otherwise.
- 5.4. Any use of Information by User not specified under the Agreement is prohibited without the prior written approval of CEEGEX. CEEGEX reserves all rights to withhold approval and to require User to sign a separate agreement with CEEGEX before any such use of Information, this shall not be unreasonably requested.
- 5.5. User 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.
- 5.6. User shall not use the Information for any illegal purpose.
- 5.7. User shall take all reasonable precautions, including the maintenance of security systems and data access control procedures, to prevent unauthorised access to the Information.
- 5.8. User will cease all use 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 use of Information.
- 5.9. At the request and at the expense of CEEGEX, User 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.
- 5.10. In case of termination of the Agreement for any reason, User may keep the Information received during the term of this Agreement and continue using it in its databases.

6. Fees

- 6.1. User shall pay all fees, charges and other sums due to CEEGEX in accordance with the payment requirements specified in Article 3 (*Subscription details*) of Part I of the Agreement.

7. Warranties and Indemnities/Limitation of Liability

- 7.1. 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.

- 7.2. 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 7, 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.

- 7.3. 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.

- 7.4. CEEGEX shall indemnify, and hold harmless and defend User 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. User shall cooperate with CEEGEX to facilitate any such defence.

- 7.5. User 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 User, 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 7.4 above.

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

- 7.6. With the exception of Sections 7.4 and 7.7, and of any liability that cannot lawfully be excluded, CEEGEX shall not be liable to User, 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 7.5 and of any liability that cannot lawfully be excluded, User 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 User to pay fees in accordance with this Agreement.

- 7.7. With the exception of Section 7.4 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 User (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 User over the preceding twelve (12) months. Parties agree that the fees of Information supply by CEEGEX were established in consideration of this limited liability.

8. Confidentiality

- 8.1. 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.
- 8.2. 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.

9. Term and Termination

- 9.1. The Agreement shall take effect on the Commencement Date and shall remain in effect for a term as specified in Article 3 (*Subscription details*) of Part I of the Agreement.
- 9.2. 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. User 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.

9.3. The Agreement may be terminated by User in accordance with Section 10.6.

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

10. Agreement Variations

10.1. Subject to Sections 10.2., 10.3. and 10.4. 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.

10.2. User may add to and change its contact details, its Information supplier or licensed usage on submission of a revised User's Profile under Article 1 of Part I. User 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.

10.3. CEEGEX may add to and change its contact details specified in Article 3 (*Subscription details*) of Part I of the Agreement, on submission of written notification to User.

10.4. 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 User of the exact scope and the effective date of such modifications,
- b) CEEGEX shall provide notice of the proposed modification as specified in Section 10.5. below,
- c) any such modification of the Agreement shall apply and be available equally to all Users,
- d) the entire text of the modified Agreement will be available on CEEGEX's website.

10.5. 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.

10.6. When CEEGEX modifies the Agreement pursuant to Section 10.4, User 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. User must advise CEEGEX of intention to terminate the Agreement prior to the

effective date of termination. If CEEGEX does not receive notification to terminate User shall be deemed to have accepted the modifications.

- 10.7. If User terminates the Agreement pursuant to Section 10.6, CEEGEX shall ensure that User may use the service under the Agreement in the form it existed before the modification until such termination takes effect.

11. Miscellaneous

- 11.1. 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.
- 11.2. 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.
- 11.3. The provisions of Sections 3., 5.5., 5.6., 5.9., 5.10., 6., 7., 8., and 11.3. shall survive termination of the Agreement, except where they relate to rights granted to User only during the term of the Agreement.
- 11.4. 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.
- 11.5. CEEGEX is entitled to rely on the validity of any representation, notice or communication from an officer of User and from the authorised contacts listed by User in Article 1 (*User's Profile*) of Part I of the Agreement. User 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.
- 11.6. 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 User.
- 11.7. User 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.
- 11.8. The Agreement shall be executed in two (2) original and identical copies, one (1) of which will be distributed to each of the parties.
- 11.9. 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.
- 11.10. 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.