

## HUPX Group Info Vendor Agreement (referred to as "Agreement")

concluded by and between HUPX Hungarian Power Exchange Company Limited by Shares (registered seat: HU-1134 Budapest, Dévai u. 26-28., Hungary; registration no.: Cg. 01-10-045666; referred to as "HUPX")

and ..... registered seat: .....; registration no.....; referred to as "Vendor") as parties to the Agreement under the following terms and conditions at the place and date written below:

### 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 HUPX'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) **CEEGEX:** 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).

(c) **Commencement Date:** Date specified in Annex 2 of the Agreement or other date agreed in writing between the parties.

(d) **Day:** Calendar day.

(e) **Delayed Information:** All live data from the continuous trading that shall be disseminated with a delay of minimum fifteen (15) minutes after being generated.

(f) **End-of-Day Information:** Information provided after close of trading that reflects the activity of the same trading Day.

(g) **FM:** Futures Market operated by HUDEX.

(h) **HUDEX:** HUDEX Hungarian Derivative Energy Exchange Private Company Limited by Shares (registered seat: HU-1134 Budapest, Dévai u. 26-28., Hungary; registration no.: Cg. 01-10-049303).

(i) **Information:** The information available under the Agreement, as published by HUPX and/or HUDEX and/or CEEGEX as the case may be from time to time.

(j) **Information Packages:** Packages of Information which Vendor can select and receive from HUPX in return for fees as specified in Annex 1.

(k) **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.

(l) **Internal Controls:** Systems, rules, procedures, authorisations and disciplines which, taken together to:

- 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.

(m) **Physical Point of Access:** The piece of technical equipment, as specified in Annex 1, which the Vendor may connect to for the purposes of taking delivery of the Information (i.e. SFTP Server or API connection).

(n) **Real-time Information:** All Information from the time of original dissemination to the time fifteen (15) minutes after such dissemination.

(o) **Service:** Any service provided by Vendor that includes Information in any form.

(p) **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.

(q) **Subscriber:** Any person that receives access to Information directly or indirectly via a Vendor's Service.

(r) **Subscriber Agreement:** A legally valid agreement governing Subscriber's use of Information in accordance with the Agreement.

(s) **User:** An individual uniquely identified (by user ID, terminal ID and confidential password or other unambiguous method acceptable to HUPX) and authorised or allowed to access Information supplied directly or indirectly by a Vendor.

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 HUPX's Market Rules,

(d) references to the rights and obligations of Vendor apply also to Vendor's Affiliated Companies and Service Facilitators,

(e) references to HUPX and to HUPX's Market Rules shall appropriately include also CEEGEX and HUDEX along with their respective Market Rules depending on the selected Information Package.

1.3 In the event of any conflict between the provisions of any of the applicable Market Rules and this Agreement, the provisions of the applicable Market Rules shall prevail.

## 2. Scope

2.1 HUPX 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 HUPX declares, that based on the agreement between HUPX and HUDEX, and HUPX and CEEGEX, Information will be provided by HUPX according to this agreement and in accordance with the authorisation provided to HUPX by CEEGEX and HUDEX where applicable.

2.3 Vendor accepts the terms and conditions of the Agreement and unconditionally guarantees and accepts full responsibility for performance of its obligations under the Agreement.

### **3. Intellectual Property Rights**

3.1 Vendor acknowledges the Intellectual Property Rights of HUPX 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 HUPX.

3.2 Vendor will at HUPX'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 HUPX.

3.3 The Agreement shall not affect any Intellectual Property Rights of Vendor subsisting in or relating to:

(a) the inclusion of Information (including Information as processed by Vendor in accordance with the Agreement) in a Service; 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 HUPX in Annex 1) directly from HUPX. Vendor must obtain prior permission from HUPX to receive Information from any other source for the purpose of distribution in accordance with the Agreement.

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 HUPX, 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 Annex 1 and 2. Vendor is entitled to select any of the options available per Annex 1 and to change the selection in accordance with Section 12.2.

5.3 All use of Information by Vendor and in Vendor's Service(s) must be subject to effective Internal Controls, except where HUPX 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 HUPX. HUPX reserves all rights to withhold approval and to require Vendor to sign a separate agreement with HUPX 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 HUPX Hungarian Power Exchange Ltd." and/or "An official information vendor of HUDEX Derivative Exchange Ltd." and/or "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 HUPX at HUPX'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 For all Services incorporating the Information, Vendor will provide HUPX at HUPX's request with a set of product brochures and/or demonstrations and/or access to any such Service free of charge.

5.9 Vendor shall take all reasonable precautions, including the maintenance of security systems and data access control procedures, to prevent unauthorised access to the Information.

5.10 Vendor will cease all distribution of Information as soon as possible upon receipt of written direction of HUPX or on a reasonable date specified by a written direction of HUPX, where HUPX has reasonable cause to suspect unauthorised distribution or use of Information.

5.11 At the request and at the expense of HUPX, Vendor shall provide all reasonable cooperation with and assist HUPX in any action or proceeding necessary to end or prevent any unauthorised receipt, use or distribution of Information by any third party.

5.12 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 HUPX 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 HUPX 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 HUPX any condition of this Section 6 that may conflict with applicable laws or regulations.

6.5 The Vendor shall co-operate with HUPX 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 HUPX's policies, and
- (c) when Vendor became aware of unauthorised use or distribution of Information, Vendor informed HUPX immediately, and complied promptly with any request by HUPX 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 HUPX in accordance with the payment requirements specified in Annex 1.

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.

## 8. Maintenance of Records and Compliance with the Agreement

8.1 User shall keep complete, accurate and up-to-date records relating to the use of Information and to the associated Internal Controls, sufficient to demonstrate compliance with the Agreement.

8.2. HUPX or its authorized representatives acting on behalf of HUPX shall have the right, during the term of this agreement to monitor the proper performance of this Agreement by the User.

8.3. Monitoring can be performed by HUPX especially in cases when the improper use of Information comes to HUPX's knowledge. HUPX shall inform about such monitoring the User in advance and HUPX and User shall agree on the details of the eventual monitoring.

## 9. Warranties and Indemnities/Limitation of Liability

9.1 HUPX 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.

9.2 HUPX 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 HUPX's reasonable control and ability to do so. Other than as set out in this Section 9, HUPX 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, HUPX shall not have any liability for any losses arising from unauthorised access to Information or any other misuse of Information.

9.3 HUPX 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, derivative energy or commodity exchange regulations or any applicable laws, and regulations.

9.4 Vendor accepts full responsibility for the usefulness of Information as incorporated in Vendor's Service(s). Vendor expressly acknowledges that HUPX do not make, other than as set out in Section 9, any representations or warranties, express or implied, with respect to the merchantability, quality or fitness for purpose of the Information and exclude all warranties, expressed or implied by statute, common law or otherwise, that lawfully can be excluded.

9.5 HUPX 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 HUPX 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 HUPX to facilitate any such defence.

9.6 Vendor will indemnify HUPX against all losses, claims, damages, expenses or costs which HUPX 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 HUPX or from the indemnity granted by HUPX in accordance with Clause 9.5 above.

HUPX 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. HUPX shall cooperate with Vendor to facilitate any such defence.

9.7 With the exception of Sections 9.5 and 9.8, and of any liability that cannot lawfully be excluded, HUPX 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 9.6 and of any liability that cannot lawfully be excluded, Vendor shall not be liable to HUPX, 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.

9.8 With the exception of Section 9.5 and of any liability that cannot lawfully be limited, HUPX's liability for any loss or damage suffered as a result of wilful misconduct or of gross negligence of HUPX 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 HUPX were established in consideration of this limited liability.

## 10. Confidentiality

10.1 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.

10.2 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.

## 11. Term and Termination

11.1 The Agreement shall take effect on the Commencement Date and shall remain in effect for an indefinite term or for a fixed term depending on which type of subscription specified in Annex 1 is selected by Vendor.

11.2 Actual data subscriptions for indefinite term are extended automatically in case Vendor does not notify HUPX thirty (30) days in advance in writing on the cancellation of the data subscriptions and the termination of this Agreement, thus the subscription can be this way automatically renewed at the end of each year.

11.3 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 failure to secure adequate Subscriber Agreements, misrepresentation of Information, failure to pay fees in accordance with the Agreement and failure to control unauthorised distribution 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.

11.4 The Agreement may be terminated by Vendor in accordance with Section 12.7.

11.5 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.

## 12. Agreement Variations

12.1 Subject to Sections 12.2, 12.3, 12.4 and 12.5 and 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.

12.2 Vendor may add to and change its contact details, its Information supplier or licensed usage on submission of a revised Annex 2 and 3 respectively. Vendor is required to notify HUPX within thirty (30) Days of any change. Changes will be deemed to be accepted by HUPX unless HUPX objects in writing within thirty (30) Days of receiving the notification.

12.3 Vendor may change details of Affiliated Companies and Service Facilitators, on submission of written notification and a revised Annex 2 to HUPX. Unless otherwise agreed, Vendor is required to notify HUPX within thirty (30) Days of any change. Changes will be deemed to be accepted by HUPX unless HUPX objects in writing within thirty (30) Days of receiving the notification. HUPX reserves rights to withhold or withdraw permission for any person to act as a Service Facilitator.

12.4 HUPX may add to and change its contact details specified in Annex 3, on submission of written notification to Vendor.

12.5 HUPX may at any time unilaterally modify Annex 1, as set out below:

(a) HUPX shall notify Vendor of the exact scope and the effective date of such modifications,

- (b) HUPX shall provide notice of the proposed modification as specified in Section 12.6 below,
- (c) any such modification of Annex 1 shall apply and be available equally to all Vendors,
- (d) the entire text of the modified Annex 1 will be available on HUPX's website.

12.6 HUPX shall provide written notice of modifications of Annex 1 ninety (90) Days advance.

12.7 When HUPX modifies the Agreement pursuant to Section 12.5, 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 HUPX's notification of changes, whichever is the later. Vendor must advise HUPX of intention to terminate the Agreement prior to the effective date of termination. If HUPX does not receive notification to terminate Vendor shall be deemed to have accepted the modifications.

12.8 If Vendor terminates the Agreement pursuant to Section 12.7, HUPX shall ensure that Vendor may use the service under the Agreement in the form it existed before the modification until such termination takes effect.

### 13. Miscellaneous

13.1 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.

13.2 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.

13.3 The provisions of Sections 3, 5.6, 5.7, 5.11, 5.12, 7, 8, 9, 10 and 13 shall survive termination of the Agreement, except where they relate to rights granted to Vendor only during the term of the Agreement.

13.4 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.

13.5 HUPX 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 Annex 2. Vendor agrees to inform HUPX promptly of any change in the details of authorised contacts and to comply with any reasonable procedures or disciplines introduced by HUPX for the purpose of validating communications from authorised contacts.

13.6 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 HUPX and Vendor.

13.7 Vendor shall not assign the Agreement or any rights arising from the Agreement without the prior written consent of HUPX. HUPX shall not unreasonably withhold such consent.

13.8 The Agreement shall be executed in two (2) original and identical copies, one (1) of which will be distributed to each of the parties.

13.9 The construction, validity and performance of the Agreement shall be governed by the laws of Hungary. 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.

13.10 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.

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

**Signed on behalf of Vendor**

Place: \_\_\_\_\_

By \_\_\_\_\_

Name:

Title:

Date \_\_\_\_\_

By \_\_\_\_\_

Name

Title

Date \_\_\_\_\_

**Signed on behalf of HUPX**

Place: Budapest,

By \_\_\_\_\_

Name:

Title:

Date \_\_\_\_\_

By \_\_\_\_\_

Name

Title

Date \_\_\_\_\_

## ANNEX 1

### HUPX Information Package Fees

#### HUPX Group introduction

#### HUPX Spot and Intraday market

HUPX Hungarian Power Exchange Ltd. is licensed by the Hungarian Energy and Public Utility Regulatory Authority to operate the organized electricity market in Hungary. The company was established by MAVIR Hungarian Independent Transmission Operator Company Ltd. in 2007. HUPX DAM (Day-Ahead Market) was launched in July 2010 to enable trading standard hourly contracts and freely definable block contracts for day-ahead physical delivery of electricity within the Hungarian transmission system. HUPX ID (Intraday) market was launched in March 2016, where quarterly, hourly contracts and user defined blocks are tradable, with intraday physical delivery.

#### HUDEX Derivative market

HUDEX Energy Exchange Ltd. is licensed by the National Bank of Hungary to operate as a regulated market. The company was established by HUPX in 2017 in order to operate the Hungarian Power and Gas futures markets, where weekly (only power), monthly, quarterly and yearly products are tradable.

#### CEEGEX Natural Gas market

CEEGEX Central Eastern European Gas Exchange Ltd. is licensed by the Hungarian Energy and Public Utility Regulatory Authority to operate the organized natural gas market in Hungary. The company was established by HUPX Hungarian Power Exchange Ltd. in 2011. CEEGEX Spot market was launched in January 2013 to enable trading standard Day-Ahead products which are physically delivered through the Hungarian transmission system. Trading within-day products on CEEGEX was launched on 3<sup>rd</sup> October 2016, in order to support the market participants to manage their daily positions with standard next-hour and within-day products.

#### Available HUPX Group data

In line with HUPX's transparency policy customers can subscribe to power and gas market data packages available through the SFTP server and read-only access to the trading system (API). Detailed report specifications are available on our websites.

## HUPX Intraday Market (IDM) and Day-Ahead Market (DAM) packages

Please find the detailed report specification on our website at [www.hupx.hu](http://www.hupx.hu).

The following information packages are available:

Information package	Fee (excl. VAT)	Access		Granted Rights		
		SFTP server	Read- only user	Internal usage	Publication Rights	Rights to Resell
<b>ID Market (IDM U1)</b> → Historical data from start → End of Day data → Daily report (updated every 15 min.)	600 EUR / year	x	-	x	-	-
<b>ID Market (IDM U2)</b> → <b>Live data</b> → Historical data from start → End of Day data → Daily report (updated every 15 min.)	3 600 EUR / year	x	x	x	-	-
<b>ID Market (IDM V1)</b> → Historical data from start → End of Day data → Daily report (updated every 15 min.)	6 000 EUR / year	x	-	x	x	x
<b>ID Market (IDM V2)</b> → <b>Live data</b> → Historical data from start → End of Day data → Daily report (updated every 15 min.)	9 000 EUR / year	x	x	x	x	x

Information package	Fee (excl. VAT)	Access		Granted Rights		
		SFTP server	Internal usage	Publication Rights	Rights to Resell	
<b>DAM Market (DAM U)</b> → Daily market data → Historical market data	600 EUR / year	x	x	-	-	
<b>DAM Market (DAM V)</b> → Daily market data → Historical market data	6 000 EUR / year	x	x	x	x	

## HUDEX Derivative Market packages

Please find the detailed report specification on our website at [www.hudex.hu](http://www.hudex.hu)

The following information packages are available:

Information package	Fee (excl. VAT)	Access		Granted Rights		
		SFTP server	Read- only user	Internal usage	Publication Rights	Rights to Resell
<b>HUDEX power and gas (HUDEX U1)</b> → Historical End of Day data from start (including HUPX PHF data) → End of Day data for the actual year	600 EUR / year	x	-	x	-	-
<b>HUDEX power and gas (HUDEX U2)</b> → <b>Live data</b> → Historical End of Day data from start → End of Day data for the actual year	4 800 EUR / year	x	x	x	-	-
<b>HUDEX power and gas (HUDEX V1)</b> → Historical End of Day data from start → End of Day data for the actual year	6 000 EUR / year	x	-	x	x	x
<b>HUDEX power and gas (HUDEX V2)</b> → <b>Live data</b> → Trade history → Historical End of Day data from start → End of Day data for the actual year	10 200 EUR / year	x	x	x	x	x

### CEEGEX Spot Market information packages

Please find the detailed report specification on our website at [www.ceegex.hu](http://www.ceegex.hu)

The following information packages are available:

Information package	Fee (excl. VAT)	Access		Granted Rights		
		SFTP server	Read- only user	Internal usage	Publication Rights	Rights to Resell
<b>CEEGEX Spot Market (U1)</b> → End of Day data for the actual year → Historical End of Day data from start	600 EUR / year	x	-	x	-	-
<b>CEEGEX Spot Market (U2)</b> → Live data → End of Day data for the actual year → Historical End of Day data from start	4 800 EUR / year	x	x	x	-	-
<b>CEEGEX Spot Market (V1)</b> → End of Day data for the actual year → Historical End of Day data from start	6 000 EUR / year	x	-	x	x	x
<b>CEEGEX Spot Market (V2)</b> → Live data → End of Day data for the actual year → Historical End of Day data from start	10 200 EUR / year	x	x	x	x	x

## Fees, discounts and special offers

The following packages are available:

Information package	Historical + End of day data (SFTP)	Live (read-only user)
	Info User Package Fees	
IDM U1	600 EUR / year	-
IDM U2	600 EUR / year	3 000 EUR / year / user
DAM U	600 EUR / year	-
HUDEX U1	600 EUR / year	-
HUDEX U2	600 EUR / year	4 200 EUR / year / user
CEEGEX U1	600 EUR / year	-
CEEGEX U2	600 EUR / year	4 200 EUR / year / user
Info Vendor Package Fees		
IDM V1	6 000 EUR / year	-
IDM V2	6 000 EUR / year	3 000 EUR / year / user
DAM V	6 000 EUR / year	-
HUDEX V1	6 000 EUR / year	-
HUDEX V2	6 000 EUR / year	4 200 EUR / year / user
CEEGEX V1	6 000 EUR / year	-
CEEGEX V2	6 000 EUR / year	4 200 EUR / year / user

**The following discounts are available:**

- 15%** discount is applied in case of subscribing to 2 Info User Packages or 2 Info Vendor Packages\*\*
- 20%** discount is applied in case of subscribing to 3 Info User Packages or 3 Info Vendor Packages\*\*
- 30%** discount is applied in case of subscribing to 4 Info User Packages or 4 Info Vendor Packages\*\*

\*\*discounts apply to each information package subscribed, but do not apply to read-only user fees

### → Special Offer for HUPX and CEEGEX members

HUPX or CEEGEX members shall have access to the Info User Package (without the read-only user) of the respective market they are members to free of charge, and a 50% discount shall apply in case of subscribing to the HUDEX U1 Information Package.

Please note that this Special Offer cannot be combined with any other discounts.

### → Technical discount

In case of subscribing to Information Packages including live data both on HUDEX and CEEGEX Markets, the read-only user fee shall only have to be paid once.



## Invoicing details

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 quarterly, at the beginning of each calendar quarter.

For partial quarters, the fees shall be calculated on a monthly basis, and shall be charged and invoiced from the month following the date of admission.

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

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

## Contact

To subscribe please contact HUPX Sales at [membership@hupx.hu](mailto:membership@hupx.hu) or +36 1 304 3221.

## ANNEX 2

### Vendor's Profile

<b>Vendor's Details</b>	
Name	
Address	
Billing Address (if different)	
EU TAX number (for EU members only)	
Commencement Date	
Information Package	<b>IDM V1</b> [ ]  <b>IDM V2</b> [ ]  <b>DAM V</b> [ ]  <b>HUDEX V1</b> [ ]  <b>HUDEX V2</b> [ ]  <b>CEEGEX V1</b> [ ]  <b>CEEGEX V2</b> [ ]

Effective Date of Change	
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<b>Vendor's group profile</b>		
Affiliated Companies?	Yes* [ ]	No [ ]
Service Facilitators?	Yes* [ ]	No [ ]
* If Yes, please supply details below		

<b>Affiliated Companies</b>		
Name	Registered Address	Vendor's holding (%)

<b>Service Facilitators approved by HUPX*</b>		
<b>Name</b>	<b>Registered Address</b>	<b>Please describe the cooperation</b>
None		

\* Please Indicate Service Facilitators currently added to the list proposed to be approved by HUPX

<b>Vendor Contacts Authorized to deal with HUPX</b>		
	<b>Main contact</b>	<b>Secondary contact</b>
<b>Contract Notices and Amendments</b>		
First Name:		
Last Name:		
Title:		
Phone:		
Fax:		
Email:		
<b>Information Management (only one user possible)</b>		
First Name:		-
Last Name:		-
Title:		-

Phone:		-
Fax:		-
Email:		-
<b>Administration/Reporting/Payment</b>		
First Name:		
Last Name:		
Title:		
Phone:		
Fax:		
Email:		

**Vendor**

By \_\_\_\_\_

Name:

Title:

Date \_\_\_\_\_

By \_\_\_\_\_

Name

Title

Date \_\_\_\_\_

**HUPX**

By \_\_\_\_\_

Name

Title

Date \_\_\_\_\_

By \_\_\_\_\_

Name

Title

Date \_\_\_\_\_

## ANNEX 3

### HUPX Contact Information

HUPX Hungarian Power Exchange Company Limited by Shares (registered seat: HU-1134 Budapest, Dévai u. 25-28., Hungary; registration no.: Cg. 01-10-045666)

**Contact:**

Mr. Gábor Szatmári

Head of Sales phone: +36 (1) 304 1098

e-mail: [szatmari@hupx.hu](mailto:szatmari@hupx.hu)