

APPENDIX 1
TO STORAGE SERVICE RULES

STANDARD FORM

**STORAGE SERVICES AGREEMENT
(hereinafter the SSA)**

executed on _____

by and between

(hereinafter the Storage Customer)

and

**Operator Systemu Magazynowania Sp. z o.o.
having its registered office in Dębogórze**

(hereinafter the SSO)

1. Storage Services Rules

- 1.1. This Storage Services Agreement has been executed on the basis of the Storage Service Rules (the "Rules"). By signing this SSA the Storage Customer accepts all the provisions of the Rules.
- 1.2. Capitalised terms used in the SSA shall have the meanings assigned to them in the Rules.

2. The Object of the Storage Services Agreement

- 2.1. The SSO undertakes to provide Storage Services to the Storage Customer at GSF Kawerna / GSF Sanok / Storage Facility of UGS Wierzchowice / *, comprising:
 - (a) 1 Bundled Unit / ____ Bundled Units / *
 - (b) 1 Flexible Bundled Unit / ____ Flexible Bundled Units / *, including:
 - a. ____ kWh/h of Injection Capacity
 - b. ____ kWh/h of Withdrawal Capacity
 - (c) Unbundled Storage Service* comprising:
 - a. ____ kWh of Working Volume*
 - b. ____ kWh/h of Injection Capacity*
 - c. ____ kWh/h of Withdrawal Capacity.
- 2.2. The SSO undertakes to provide Storage Services to the Storage Customer for a period from the beginning of the Gas Day starting on _____ to the end of the Gas Day starting on _____.
- 2.3. The SSO undertakes to provide Firm / Interruptible Storage Services to the Storage Customer*.
- 2.4. The Storage Customer shall perform its obligations in accordance with the provisions of the Rules and the applicable Tariff.
- 2.5. The Storage Customer undertakes to pay on time any charges due to the SSO calculated in accordance with the Tariff and the Rules.

3. Tariff Group

- 3.1. At the time of executing this SSA, the Storage Customer has been classified into the tariff group _____.
- 3.2. A change of the tariff group may be made in accordance with the principles set out in the Tariff.

4. Condition Precedent

- 4.1. This SSA has been executed subject to the condition precedent that a Transmission Ability Allocation representing a part of a Transmission Contract concluded by the Storage Customer with the TSO, which will confirm the undertaking of TSO to the Storage Customer to deliver or offtake the quantities of Gaseous Fuel contemplated in this SSA to or from Storage Facilities or to or from the Group of Storage Facilities is presented to the SSO by the Storage Customer (either as the original, or as a notarised copy or a photocopy certified to be true to the original by a solicitor or advocate, or by duly authorised representatives of the Storage Customer) by _____ (the "Condition Precedent").
- 4.2. The rights and obligations of the Parties until the date of the fulfilment of the Condition Precedent and the legal implications of the non-fulfilment of the Condition Precedent within the time limit set out in clause 4.1. are stipulated by the provisions of the Rules.

5. Withdrawal of Gaseous Fuel

- 5.1. The Storage Customer shall submit appropriate Nominations in order to withdraw the Gaseous Fuel injected to the Storage Facility or to the Group of Storage Facilities within a period not exceeding the term of this SSA.
- 5.2. If, after the termination of the SSA, any Gaseous Fuel injected at request of the Storage Customer still remains in the Storage Facility or in the Group of Storage Facilities, the Storage Customer shall be obliged to withdraw such Gaseous Fuel at the soonest possible date indicated by the SSO or agreed between the Parties in accordance with the Rules. In case when the Storage Customer fails to fulfil the above obligation, the SSO shall have the right to publish, on its website, an irrevocable offer of the Storage Customer or the owner of the Gaseous Fuel to sell the Gaseous Fuel. Detailed procedure for the sale of untaken Gaseous Fuel is set out in the Rules.
- 5.3. The provisions of clauses 5.1 and 5.2 shall not apply in case when another SSA is effective and provides the basis for the SSO to continue storing the quantities of Gaseous Fuel left by the Storage Customer in the Storage Facility or in the Group of Storage Facilities.

6. Addresses and Contact Persons

The following contact persons shall be authorised to act on behalf of the Parties with respect to any matters related to the performance of this SSA, other than making the declarations of will as to its validity or amendment of its content:

for the SSO:

_____ (*Full name*)

Telephone _____

Fax _____

Email _____

Postal address _____

for the Storage Customer:

_____ (*Full name*)

Telephone _____

Fax _____

Email _____

Postal address _____

7. Language and Applicable Law

7.1. The Polish language version of this SSA shall be binding.

7.2. This SSA shall be governed by the Polish law.

8. Dispute Resolution

8.1. Any dispute arising out of or in connection with this SSA, including disputes concerning payments, shall first be resolved through negotiations and the Parties agree to use every possible effort to this end.

8.2. If, despite the undertaken efforts, the resolution of a dispute through negotiations proves impossible within 30 days from the start of the negotiations, the dispute shall be referred for resolution to the Arbitration Tribunal at the Chamber of Gas Industry in Warsaw, unless the jurisdiction over such dispute is exclusively vested in the President of the Energy Regulatory Office, or any other authority. The occurrence or existence of a dispute concerning this SSA shall not release the Parties from the obligation to perform their remaining obligations hereunder.

9. Final Provisions

- 9.1. By signing this SSA, the Storage Customer confirms the receipt of the currently applicable Tariff and Rules.
- 9.2. Any amendments to this SSA, as well as its termination or a rescission therefrom shall be made in writing, otherwise being null and void, subject to clause 9.4.
- 9.3. Any changes to the Rules introduced by the SSO in during the term of this SSA shall enter into force and become binding upon the Parties in accordance with the procedure set out in the Rules.
- 9.4. In the event when amendments to the Rules or new Rules are introduced, which necessitates the adjustment of the provisions of the SSA, the SSO shall advise Storage Customer in writing without undue delay of the need to introduce certain changes to the SSA and shall send, after the publication of the amendments to the Rules, or new Rules, a draft of the amendment to the SSA, or the draft of an amended SSA, including all the proposed changes, together with an information about the Storage Customer's right to terminate the SSA. The Storage Customer shall have the right to terminate the SSA by serving a termination notice within 14 days of the receipt of the draft of the amendment of the SSA or the draft of the amended SSA, effective at the end of the Gas Month, or, alternatively, with effect on another date indicated by the Storage Customer in the SSA termination notice but in any case not later than the day preceding the effective date of the amendments to the Rules or the new Rules which necessitate the adjustment of the SSA, as specified by the SSO according to clause 1.7.10. of the Rules. Unless the SSA is terminated by the Storage Customer within the notice period set out above, the amendment to the SSA or the amended SSA shall become binding upon the Parties starting from the effective date of the amendments to the Rules or the new Rules, as specified by the SSO according to clause 1.7.10 of the Rules.

Storage Customer

SSO