

APPENDIX 2
TO STORAGE SERVICE RULES

STANDARD FORM

**FRAMEWORK
STORAGE SERVICES AGREEMENT
(hereinafter the “Framework SSA”)**

executed on _____

by and between

(hereinafter the Storage Customer)

and

**Gas Storage Poland Sp. z o.o.
having its registered office in Dębogórze**

(hereinafter the SSO)

1. Storage Services Rules

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

2. The Object of the Storage Services Agreement

- 2.1. The SSO hereby undertakes to provide Storage Services to the Storage Customer on terms and conditions set out in the Storage’s Services Agreements (the “SSAs”) to be executed at the request of the Storage Customer under the relevant procedure carried out in accordance with the Rules.
- 2.2. The Storage Customer shall perform its obligations in accordance with the provisions of the Rules and undertakes to make timely payments of the charges due to the SSO and applied in accordance with the Tariff and the Rules.

3. Settlements and Tariff Group

- 3.1. The classification of the Storage Customer into a tariff group shall be made in the SSA to be executed pursuant to this Framework SSA.
- 3.2. Any settlements in connection with the performance of the SSA to be executed pursuant to this Framework SSA shall be governed by the applicable Tariff.

4. Withdrawal of Gaseous Fuel

- 4.1. 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 the SSA concluded under a Framework SSA.
- 4.2. If, after the termination of the SSA concluded under a Framework 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 the OIP, an irrevocable offer of the Storage Customer or the owner of the Gaseous Fuel to sell such Gaseous Fuel. Detailed procedure for the sale of untaken Gaseous Fuel is set out in the Rules.

4.3. The provisions of clauses 4.1 and 4.2 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.

5. 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 the this Framework SSA and any SSA concluded hereunder, other than making the declarations of will as to their validity or amendment the content thereof:

5.1. for the SSO:

- 5.1.1. _____ (Full name)
- 5.1.2. Telephone _____
- 5.1.3. Fax _____
- 5.1.4. Email _____
- 5.1.5. Postal address _____
- 5.1.6. for matters related to the direct execution of storage services and 24/7 communication between the Storage Customer and the SSO:
 - 5.1.6.1. UGS Dispatching Center
 - 5.1.6.2. Phone number +4822 860 05 88
 - 5.1.6.3. Fax number +4822 860 05 48
 - 5.1.6.4. Email
 - 5.1.6.5. Postal address (for correspondence) Aleja Jana Pawła II 70, 00-175 Warsaw, Poland
 - 5.1.6.6. All phone calls to the phone number indicated in section 5.1.6.2 are recorded

5.2. for the Storage Customer:

- 5.2.1. _____ (Full name)
- 5.2.2. Telephone _____
- 5.2.3. Fax _____
- 5.2.4. Email _____
- 5.2.5. Postal address _____
- 5.2.6. for matters related to the direct execution of storage services and 24/7 communication between the Storage Customer and the SSO:
 - 5.2.6.1.
 - 5.2.6.2. Phone number
 - 5.2.6.3. Fax number
 - 5.2.6.4. Email
 - 5.2.6.5. Postal address (for correspondence).....
.....

6. Language and Applicable Law

- 6.1. The Polish language version of this Framework SSA and any SSA concluded hereunder shall be binding.
- 6.2. This Framework SSA and any SSA concluded hereunder shall be governed by the Polish law.

7. Dispute Resolution

- 7.1. Any dispute arising out of or in connection with the SSA or this Framework SSA, including disputes concerning payments, shall first be resolved through negotiations and the Parties agree to use every possible effort to this end.
- 7.2. 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 Framework SSA, or any SSAs concluded hereunder, shall not release the Parties from the obligation to perform their remaining obligations under this Framework SSA and any SSAs concluded hereunder.

8. Final Provisions

- 8.1. By signing this Framework SSA, the Storage Customer confirms the receipt of the currently applicable Tariff and Rules.
- 8.2. 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 8.4.
- 8.3. 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.
- 8.4. In the event when amendments to the Rules, or new Rules are introduced, which necessitates the adaptation of the provisions of the Framework SSA or a SSA executed under a Framework 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