

APPENDIX 1
TO STORAGE SERVICE RULES

STANDARD FORM

STORAGE SERVICES AGREEMENT
(hereinafter the 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 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. SSO undertakes to provide Storage Services to the Storage Customer at the GSF Kawerna / GSF Sanok / Storage Facility of UGS Wierzchowice / *, comprising:
 - (a) 1 Bundled Unit / ____ Bundled Units / *
 - (b) 1 90/40 Storage Service Bundled Unit/ ____ 90/40 Storage Service Bundled Units / *
 - (c) 1 Reverse Storage Service Bundled Unit / ____ Reverse Storage Service Bundled Units / *
 - (d) 1 Flexible Bundled Unit / ____ Flexible Bundled Units / *, including:
 - a. ____ kWh/h of Injection Capacity
 - b. ____ kWh/h of Withdrawal Capacity
 - (e) 1 Reverse Storage Service Flexible Bundled Unit / ____ Reverse Storage Service Flexible Bundled Units / *, including:
 - a. ____ kWh/h of Injection Capacity
 - b. ____ kWh/h of Withdrawal Capacity
 - (f) 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 is executed subject to a condition precedent that no later than by _____ the Storage Customer presents the SSA with a Transmission Ability Allocation (in the form of a printout from the Information Exchange System / IES where it is to be executed in accordance with the provisions of the TNC, signed for confirmation by the Applicant) making part of the Transmission Contract executed by the Storage Customer with the TSO and confirming the commitment of the TSO towards the Storage Customer to deliver the volumes of Gaseous Fuel under this SSA to, or take the same from Storage Facilities or Groups of Storage Facilities ("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 the SSA.
- 5.2. If, after the termination of the SSA, Gaseous Fuel injected at request of the Storage Customer still remains in the Storage Facility or 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, in the OIP, 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 between the Parties is in effect and provides the basis for SSO to continue storing the quantities of Gaseous Fuel left by the Storage Customer in the Storage Facility or 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:

6.1. for the SSO:

6.1.1. _____ (Full name)

6.1.2. Telephone _____

6.1.3. Fax _____

6.1.4. Email _____

6.1.5. Postal address _____

6.1.6. for matters related to the direct execution of storage services and 24/7 communication between the Storage Customer and the SSO:

6.1.6.1. UGS Dispatching Center

6.1.6.2. Phone number +4822 860 05 88

6.1.6.3. Fax number +4822 860 05 48

6.1.6.4. Email

6.1.6.5. Postal address (for correspondence) Aleja Jana Pawła II 70, 00-175 Warsaw, Poland

6.1.6.6. All phone calls to the phone number indicated in section 6.1.6.2 are recorded.

6.2. for the Storage Customer:

6.2.1. _____ (Full name)

6.2.2. Telephone _____

6.2.3. Fax _____

6.2.4. Email _____

6.2.5. Postal address _____

6.2.6. for matters related to the direct execution of storage services and 24/7 communication between the Storage Customer and the SSO:

6.2.6.1.

6.2.6.2. Phone

6.2.6.3. Fax

6.2.6.4. Email

6.2.6.5. Postal address (for correspondence)
.....

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 conflict 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 the SSA shall not release the Parties from the obligation to perform their remaining obligations thereunder.

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 the provisions of clause 9.4.
- 9.3. Any changes to the Rules introduced by 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, which must not, however, be 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