

APPENDIX 1
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:
 - 2.1.1. through the Application procedure carried out in accordance with the Rules, or
 - 2.1.2. through the Auction procedure, in accordance with the principles set out in the Rules and the SSP Terms and Conditions.
- 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, or based on the Allocation Price established in the course of the Auction procedure.

3. Settlements and Tariff Group

- 3.1. The classification of the Storage Customer into a tariff group, or the indication of the rate of the storage charge (the Allocation Price achieved in the course the Auction procedure) 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:
 - 3.2.1. in case of the Application procedure – shall be governed by the applicable Tariff;
 - 3.2.2. in case of the Auction procedure – shall be based on the Allocation Price resulting from a given Bid which as a result of the Auction ensured full or partial allocation of the Storage Capacity, applied with respect to the Storage Capacity allocated in the Auction based on that Bid.

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).....
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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 thereof shall be made in writing, otherwise being null and void.

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.

Storage Customer

SSO

Voluntary declaration of the Storage Customer on the consent for the SSO to make public the information consisting in the company name of the Storage Customer together with the information on the conclusion of the SSA¹

Acting on behalf of the Storage Customer, we hereby give our consent for the SSO to publish, on the SSO's website, the information including the company name of the Storage Customer and the indication that the ZUM is a customer of the SSO and has concluded a SSA with the SSO.

Storage Customer

Voluntary declaration of the Storage Customer on consent to publication by the SSO of the Storage Customer's logo together with information on the conclusion of the SSA²

Acting on behalf of the Storage Customer I/we give our consent for the use and placement on SSO's website of the logo identifying the Storage Customer in business transactions and to place such logo in multimedia presentations prepared and published by the SSO together with information that the Storage Customer is a customer of the SSO and a party to a SSA.

Storage Customer

¹ Based on this consent, the SSO shall not make public any sensitive information in the form of detailed conditions of the SSA. The consent is voluntary and may be revoked by the Storage Customer at any time by sending a scan of the relevant declaration in this regard to the SSO's email address indicated in the Framework SSA. In the event that the SSO receives a declaration of withdrawal of the consent referred to above, the SSO shall be obliged to cease, without undue delay, further publication of the Storage Customer's data covered by the withdrawn consent.

² Based on this consent, the SSO shall not make public any sensitive information in the form of detailed conditions of the SSA. The consent is voluntary and may be revoked by the Storage Customer at any time by sending a scan of the relevant declaration in this regard to the SSO's email address indicated in the Framework SSA. In the event that the SSO receives a declaration of withdrawal of the consent referred to above, the SSO shall be obliged to cease, without undue delay, further publication of the Storage Customer's data covered by the withdrawn consent.