

APPENDIX 3
TO STORAGE SERVICE RULES

STANDARD FORM

**DAY-AHEAD
STORAGE SERVICES AGREEMENT**
concluded through the Application procedure on the
basis of a Framework SSA(hereinafter the Day-Ahead SSA)

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 Day-Ahead Storage Services Agreement has been executed on the basis of the Storage Service Rules (the "Rules"). By signing this Day-Ahead Storage Services Agreement the Storage Customer accepts all the provisions of the Rules.
- 1.2. All capitalised terms used in this Day-Ahead 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 in accordance with the terms and conditions set out in the orders placed by the Storage Customer through the OIP platform under this Day-Ahead SSA.
- 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 SSO and applied in accordance with the Tariff and the Rules.

3. Settlements and Tariff Group

- 3.1. At the time of executing this Day-Ahead 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. Withdrawal of Gaseous Fuel

- 4.1. The Storage Customer shall submit appropriate Nominations in order to withdraw the Gaseous Fuel injected to GSF Kawerna within a period not exceeding the term of this Day-Ahead SSA.
- 4.2. If, after the termination of this Day-Ahead SSA, Gaseous Fuel injected at request of the Storage Customer still remains in GSF Kawerna, the Storage Customer shall be obliged to withdraw such Gaseous Fuel at the soonest possible date indicated by SSO or agreed between the Parties in accordance with the Rules. In case when the Storage Customer fails to fulfil the above obligation, 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 same. A 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 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.

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 this Day-Ahead SSA, 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. Phone number _____

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 Day-Ahead SSA shall be binding.

6.2. This Day-Ahead SSA shall be governed by the Polish law.

7. Dispute Resolution

7.1. Any dispute arising out of or in connection with this Day-Ahead SSA, including disputes concerning payments, shall first be resolved through negotiation and the Parties agree to use every effort possible 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 Day-Ahead SSA shall not release the Parties from the obligation to perform their remaining obligations hereunder.

8. Final provisions

- 8.1. By signing this Day-Ahead SSA, the Storage Customer confirms the receipt of the currently applicable Tariff and Rules.
- 8.2. Any amendment of this Day-Ahead SSA, or its termination, or withdrawal herefrom, shall be made in writing, otherwise being null and void, subject to section 8.4.
- 8.3. 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.
- 8.4. Either the SSO or the Storage Customer may terminate this Day-Ahead SSA at any time, subject to one-month termination notice effective at the end of the following month. The termination may be done without stating the reasons.

Storage Customer

SSO