



THE TERMS AND CONDITIONS OF THE STORAGE SERVICES PLATFORM

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

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1. Definitions

The capitalised terms used in these SSP Terms and Conditions shall have the meaning as defined below.

ACER Code	Unique identifier assigned to market participants in connection with their registration with CEREMP in accordance with Article 9 of REMIT;
Act on Providing Services by Electronic Means	Act of 18 July 2002 on providing services by electronic means (for consolidated text see: Dz.U.2020.344, as amended);
Act on the National Court Register	the Act of 20 August 1997 on the National Court Register (for consolidated text see: Dz.U.2019.1500, as amended).
Agency for the Cooperation of Energy Regulators (ACER)	The Agency for the Cooperation of Energy Regulators established by Regulation (EC) No 713/2009 of the European Parliament and of the Council;
Allocation Price	The price resulting from the Bid, which, following to the outcome of an Auction guaranteed full or partial allocation of Storage Capacity, such price is applied in settlements with the Storage Customer with respect to the allocated Storage Capacity covered by that Bid;
Application for a SSA (Application)	an application submitted in the course of the Application Procedure according to the terms set out in the Rules and these SSP Terms and Conditions, to obtain the allocation of Storage Capacity offered in that procedure and conclude a SSA;
Application Procedure	the procedure for concluding a SSA based on an Application, under which the Applicant may submit an Application to obtain Capacity Allocation and conclude a SSA, as set forth in the Rules and these SSP Terms and Conditions;
Auction	procedure for allocating Storage Capacity through an auction procedure, as set forth in the Rules and these SSP Terms and Conditions;
Bid	a bid made by a System User under the Auction procedure on behalf of the Storage Customer in order to obtain allocation of the Storage Capacity offered under that procedure, and to conclude a SSA, conforming to the conditions set forth in these

	SSP Terms and Conditions;
Bundled Unit	a portion of the Working Volume together with the corresponding Withdrawal Capacity and Injection Capacity, offered jointly to Storage Customers by the SSO, with the specific volumes of and respective proportions being set forth in the Technical Specifications for the Storage Facility or a Group of Storage Facilities;
Business Day	any day from Monday to Friday, other than a statutory holiday in the Republic of Poland, as defined in the Non-working Days Act of 18 January 1951 (for consolidated text see Dz.U.2015.90);
Capacity Allocation	allocation of Storage Capacity in the Auction procedure or in the Application Procedure following to the processing of a Bid or Application, as applicable, according to the terms set out in the Rules and these SSP Terms and Conditions;
Capacity Limit	amount of Storage Capacity offered in the given Auction or a given Application Procedure;
Centralised European Registry for Energy Market Participants (CEREMP)	a system for the registration of market participants in accordance with Article 9(2) of REMIT;
Civil Code	the Civil Code Act of 23 April 1964. (for consolidated text see: Dz.U.2019.1145, as amended);
Cluster	<p>a predefined time window in the Application Procedure for which the type of the SSA to be concluded and the purpose of Storage Services that can be applied for at that time have been determined, together the method according to which the Applications will be considered, including the allocation algorithm and how the Applications will be grouped for Capacity Allocation purposes;</p> <p><i>Note: The Application Procedure can be divided into several Clusters or contain only one cluster. For each Cluster the allocation of Storage Capacity may be made according to different principles.</i></p>

EIC Code	The EIC (Energy Identification Coding Scheme) code used in the European electricity and gas markets to identify Entities, entry or exit points, market areas, sources and locations in the course of digital exchange of information;
Energy Law Act	the Energy Law Act of 10 April 1997 (consolidated text: Dz.U.2020.833, as amended);
Entity	a natural or legal person, as well as an entity not having legal personality, but having legal capacity;
Framework SSA	a SSA establishing the conditions for the execution of Short-Term SSAs or Long-Term SSAs thereunder;
Gas Day	a period from 6:00 am on a given day until 6:00 am of the following day; <i>Note: in the System, Gas Day is indicated as the period from 6.00 a.m. of a given day to 5.59 a.m. of the following day, which, however, is only relevant for technical reasons, as the Storage Service is provided until the end of the Gas Day, i.e. until 6.00 a.m. according to the Rules;</i>
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L.2016.119, p. 1, as amended).
Group of Storage Facilities	Storage Facilities grouped together so as to enable their combined operation as a group in terms of: <ul style="list-style-type: none"> • determination and offering of Storage Capacity by the SSO, • definition of common technical parameters of Gaseous Fuel withdrawal and injection, • existence of dedicated PWY_{SSO} and PWE_{SSO} exit and entry points established in accordance with the TNC;
GSP	Gas Storage Poland sp. z o.o. with its registered office in Dębogórze;
KRS	National Court Register;

Long-Term SSA	a SSA entered into for a term of 1, 2, 3 or 4 consecutive Storage Years, and the in case of a GSF Kawerna for a term of either 1, 2, 3 or 4 consecutive Storage Years or a term of 12, 24 36 or 48 consecutive Gas Months, which do not correspond to Storage Years;
Long-Term Storage Service	a Storage Service provided on the basis of a Long-Term Storage Services Agreement;
Minimum Price	the rate of charge for the provision of the Storage Service, determined in accordance with the applicable Tariff;
Online Information Exchange Portal (OIEP)	Online Information Exchange Portal which is accessible to Storage Customers through the IPI;
Online Information Platform (OPI)	the SSO's web site for the publication of information;
Price	the charge rate for the provision of the Storage Service as specified in the Bid, equal to or higher than the Minimum Price;
Regulation (EC) No 715/2009	Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005 (OJ L.2009.221.36, as amended).
Rules	the applicable "Storage Service Rules" including all appendices, as published on the SSO's website;
Short-Term SSA	a SSA entered into for a term shorter than 12 Gas Months, i.e. for a term ranging from 1 to 11 consecutive Gas Months, or for a term of 7, 14 or 21 consecutive Gas Days, or for 1 Gas Day;
Short-Term Storage Service	a Storage Service provided on the basis of a Short-Term Storage Services Agreement;
SSP Terms and Conditions	these Terms and Conditions defining the rules for using the Storage Services Platform, in particular for concluding SSAs through the SSP;
Storage Capacity	a part of or the whole of the Injection Capacity, Working Volume or Withdrawal Capacity offered jointly or on an unbundled basis

	in accordance with the Technical Specifications of a Storage Facility or Group of Storage Facilities;
Storage Customer	an individual or a legal entity as well as an organizational entity without a legal personality but having legal capacity which uses Storage Services under a SSA; the TSO is also a Storage Customer to the extent that it uses Storage Facilities or a Group of Storage Facilities for other purposes than the performance of the TSO's duties.
Storage Facility (SF)	an installation used for the storage of Gaseous Fuel, including an underground natural gas storage facility and linepack capacity, owned and/or operated by an energy company, including the part of the liquefied natural gas facility used for storage, excluding the part of the facility used for production operations and the plant used exclusively for the performance of the TSO's duties;
Storage Service	the service provided by the SSO to Storage Customers whereby the SSO offers a specific Storage Capacity for the following purposes: (i) the injection of Gaseous Fuel into a Storage Facility or Group of Storage Facilities, or (ii) use of the Working Volume of a Storage Facility of a Group of Storage Facilities by Storage Customers for the purpose of storing the injected Gaseous Fuel, or (iii) the withdrawal of Gaseous Fuel from the Storage Facility or Group of Storage Facilities;
Storage Services Agreement (SSA)	the agreement for the provision of Gas Storage Services entered into between a Storage Customer and the SSO in accordance with the Rules and the SSP Terms and Conditions;
Storage Services Platform (SSP/System)	an ICT system built, operated and maintained by the SSO, which supports the process of concluding SSAs through the Auction procedure and the based on the Application for a SSA;
Storage System Operator (SSO)	the storage system operator referred to in Article 3(26) of the Energy Law Act, i.e. Gas Storage Poland sp. z o.o;
System User	a natural person registered in the System and authorised to perform actions on the SSP on behalf of an Entity registered in the System, in accordance with the powers granted to the Entity by the SSO, including the right to take actions in the course of an Auction procedure and the Application Procedure on behalf

	and for the benefit of a Storage Customer, including the conclusion of a SSA;
Tariff	a set of prices and charges and the underlying conditions put into effect as applicable to the settlements between the SSO with the Storage Customer;

To the extent they are not regulated above or further below in these SSP Terms and Conditions, the capitalized terms used herein shall have the meaning given thereto in accordance with the Rules.

2. Scope and legal basis of the SSP Terms and Conditions

- 2.1. The SSP is a primary market platform where Storage Capacity is offered and allocated directly by the SSO.
- 2.2. The SSP Terms and Conditions specify the rules concerning the registration in the SSP and using its functionalities, in particular the rules of participation through the SSP in the process of concluding SSAs through the Auction procedure and through the procedure based on the Application for a SSA.
- 2.3. These SSP Terms and Conditions also include provisions required under Article 8 of the Act on Providing Services by Electronic Means, which specify:
 - 2.3.1. types and scope of services provided by electronic means on the SSP;
 - 2.3.2. terms and conditions of providing services by electronic means on the SSP;
 - 2.3.3. the conditions for the conclusion and termination of agreements for the provision of electronic services on the SSP;
 - 2.3.4. principles of personal data processing on the SSP;
 - 2.3.5. procedure for submission and processing of comments or objections reported by an Entity or System User, concerning the use of the System, as referred to in Article 8 paragraph 3 point 4) of the Act on Providing Services by Electronic Means.
- 2.4. The legal basis for the introduction of the SSP Terms and Conditions is established in the provisions of the Rules as well as generally applicable law, including in particular the provisions of the Energy Law Act, related implementing acts issued and Regulation (EC) No. 715/2009.
- 2.5. To the extent not regulated in the provisions of these SSP Terms and Conditions, the provisions of the Rules shall apply to the procedures carried out by the means of the SSP.
- 2.6. These SSP Terms and Conditions have been drafted taking into account the guidelines and recommendations of the Agency for the Cooperation of Energy Regulators (ACER) concerning good practices of storage system operators.
- 2.7. The OIP website contains a link to the SSP website, where these SSP Terms and Conditions and all information necessary to use the SSP are available. Information about new Auctions and Application Procedures will also be posted each time on the OIP.
- 2.8. These SSP Terms and Conditions have been drafted in Polish and translated into English. The Polish language version of these SSP Terms and Conditions shall be binding and the English language version shall only serve for information purposes.

3. General rules for the use of the System

- 3.1. The SSP is an IT tool that enables the following:
 - 3.1.1. registration of the Entity in the System,
 - 3.1.2. creation of the accounts of System Users acting on behalf of the Entity on the

SSP,

- 3.1.3. conclusion of a Framework SSA, with due regard to the transitional provisions of these SSP Terms and Conditions (after this functionality is made available in the System),
 - 3.1.4. participation in the procedures for concluding the SSA through an Auction or based on an Application for a SSA, including the conclusion of the SSA through the System,
- according to the principles detailed in further parts of these SSP Terms and Conditions.
- 3.2. The scope of the Entity's rights to use particular functionalities of the SSP depends on the fulfilment of formal and technical requirements set forth in the SSP Terms and Conditions, and specifically:
 - 3.2.1. Access to the basic functionalities of the SSP requires registration of the Entity in the System, which involves the creation of accounts in the System for the System Users authorized by the Entity to act on its behalf, in accordance with clause 4 of these SSP Terms and Conditions.
 - 3.2.2. Using the System functionalities enabling the conclusion of a SSA, i.e. the auction module and the Application Procedure module, is subject to meeting additional requirements specified in these SSP Terms and Conditions and in the Rules, in particular the conclusion of a Framework SSA.
 - 3.3. As regards technical requirements, access to the Internet and a web browser are required to use the System functionalities.
 - 3.4. Subject to clause 3.5 below, enables the conclusion of the SSA by way of declarations of will made in electronic form, i.e.:
 - 3.4.1. Declarations of will made by System Users on behalf of the Storage Customer during the Auction, as set out in the Bid, as well as the declarations of the SSO concerning the outcome of the Auction and confirmation of the conditions of the SSA concluded through the Auction procedure;
 - 3.4.2. declarations of will made by System Users on behalf of the Storage Customer in the Application Procedure, as set out in the Application and its possible modifications made through the SSP, including a declaration on the amount of Storage Capacity accepted by the Storage Customer under a given Application, as well as the declarations of the SSO concerning the outcome of the Application Procedure and confirmation of the terms and conditions of the SSA concluded under the Procedure.
 - 3.5. During the implementation of the System, the conclusion of a SSA in the Application Procedure will require additional actions and will be carried out through the exchange of the SSA document in electronic form, bearing a qualified electronic signature between the parties, and when the transmission of the agreement with the qualified electronic signature proves impossible, by through the exchange of documents with signatures in writing.
 - 3.6. For documentation purposes, the SSO may archive all documents relating to the

actions referred to in clause 3.4 and 3.5 above, as well as other actions taken on the SSP such as registration in the System, both in electronic form (on digital information carriers) as well as in the form of paper printouts of the aforementioned documents submitted in electronic form (such as Bids, Applications for a SSA, confirmation of the conditions of an SSA concluded through the Auction procedure or the Application Procedure, etc.).

4. Registration in the System

- 4.1. The registration of an Entity in the System and creation of accounts for System Users do not require prior conclusion of a SSA.
- 4.2. In order to register in the System, the Entity should visit the SSP website, download the documents required for registration and send the following via e-mail to platforma.usum@gas-storage.pl providing: a scan of filled-in application for the registration of the Entity in the System, drawn up on the form available on the SSP website and signed by duly authorized representative(s) of the Entity, including, inter alia, the following statements, data and attachments required for the registration:
 - 4.2.1. company name, address, country, website and e-mail address of the Entity;
 - 4.2.2. provide at least one of the following details of the Entity:
 - 4.2.2.1. indication that the Entity has the status of a Storage Customer, or
 - 4.2.2.2. EIC code of the Entity, or
 - 4.2.2.3. ACER code of the Entity.
 - 4.2.3. a statement of the Entity on the acceptance of the SSP Terms and Conditions and undertaking to comply with the same;
 - 4.2.4. the data of each of the System Users nominated by the Entity who will be authorised to use the System functionalities on behalf and for the benefit of the Entity, and specifically: name and surname, e-mail address allowing for the identification of the System User's personal data, contact telephone number;
 - 4.2.5. scans of statements made by each of the nominated System Users confirming their acceptance of the SSP Terms and Conditions and their undertaking to observe the same, including the obligation to promptly inform the SSO about a change of any details of the Entity or the System User introduced to the System, substantially in the form of the template available on the SSP website;
 - 4.2.6. scans of powers of attorney granted by the Entity to perform activities related to the Entity's registration in the System, substantially in the form of the template available on the SSP website;
 - 4.2.7. scans of powers of attorney granted by the Entity to System Users to undertake the necessary actions on behalf of the Entity in order to meet the prerequisites for the use the System functionalities, specifically to enable the conclusion of a SSA in the Auction procedure or based on the Application, as well as to conclude a Framework SSA and to incur liabilities by placing binding Auction Bids, and to conclude a SSA in the Auction procedure, and to submit

Applications and declarations of will as to the acceptance or rejection of Capacity Allocation under the Application Procedure and to conclude a SSA in the Application Procedure, as well as to undertake other activities related to the participation of the Entity in the procedures carried out through the System, substantially in the form of the template available on the SSP website;

- 4.2.8. scan of a current extract from the National Court Register (KRS) or information extracted from the Central Information of the National Court Register pursuant to Article 4(4aa) of the Act on the National Court Register, or the scan of another equivalent document issued pursuant to the regulations in force in the country of the registered office of the Entity, confirming that the statements and powers of attorney submitted as part of the Entity's registration in the System have been signed by a person or persons authorised to represent the Entity;
- 4.3. In the case of the submission of scans of documents in a language other than Polish, the Entity shall also send a scan of their translation into Polish prepared by a sworn translator, entered on the list of sworn translators maintained by the Minister of Justice.
- 4.4. In case when scans of official documents issued by foreign authorities and institutions are submitted, the scanned documents should include an official certification of their legality (Apostille clause or other form of official document certification provided for by the law).
- 4.5. In order to properly register in the System, the Entity should nominate at least one (1) System User and no more than five (5) System Users acting on its behalf and for its benefit.
- 4.6. As part of the verification of data of an Entity, the SSO may request the Entity, via e-mail, to send original documents submitted by the Entity in the form of scans, or to supplement any formal deficiencies preventing the registration of the Entity in the System. The originals of the documents should be sent to the SSO within **4 Business Days** from the date of the relevant request being received by the Entity (or the System User representing the Entity). Instead of the originals, the Entity may submit officially certified copies of the required documents to the SSO. The request to deliver the original document is not applicable when the Applicant has provided, via the System, a document issued in electronic form, confirmed with a qualified electronic signature by its author(s).
- 4.7. After verifying the data provided by the Entity, the information confirming the correct registration of the Entity in the System and the creation of System Users' accounts shall be sent by the SSO to the e-mail addresses of the Entity and System Users indicated during registration, and the logins and access passwords to these accounts shall be sent to the e-mail addresses of System Users.
- 4.8. The Entity shall be obliged to update its data, including the data of the System Users representing it, by sending a scan of the application for revision of the System User's data, signed in accordance with the representation of the Entity and drawn up on the form available on the SSP website by e-mail to the address: platforma.usum@gas-storage.pl.
- 4.9. The data of the System User may also be revised at the initiative of the System User,

by sending a scan of the System User's application for the update of his/her data or the deactivation of his/her account in the System, drawn up on a form available on the SSP website, such application to be sent by e-mail to the address: platforma.usum@gas-storage.pl

5. Access to the auction module and to the Application Procedure module in the System

- 5.1. The SSP functionalities enabling System Users to participate in Auctions and submission of Applications for a SSA under the Application Procedure are available to Entities that have been registered in the System in accordance with clause 4 and concluded a Framework SSA according to the principles set forth in the Rules (have the status of a Storage Customer).
- 5.2. In case of a Storage Customer that is a party to a Framework SSA at the time of registration in the System, the auction module and Application Procedure module in the System shall be available for such a Storage Customer immediately after the correct registration referred to in clause 4 of the SSP Terms and Conditions 4 is completed.
- 5.3. In the case of Entities that have not concluded a Framework SSA, the conclusion of such agreement shall be possible through the SSP, subject to the transitional provisions of these SSP Terms and Conditions (after this functionality is made available in the System). Notwithstanding the above, the conclusion of a Framework SSA in a conventional form shall be possible, under the conditions set out in the Rules. An Entity interested in concluding the SSA based on an Application or through the Auction procedure should submit an application for a Framework SSA sufficiently in advance before the dates of the Application Procedures resulting from these Rules or the dates of Auctions resulting from the schedules announced by the SSO, so that the SSO is able to consider the application for a Framework SSA, and the Entity may obtain the status of a Storage Customer and participate in these procedures.
- 5.4. In the event when the Framework SSA is not concluded between the Entity and the SSO within three (3) months from the date the Entity that is not a party to Framework SSA receives information from the SSO confirming its correct registration in the System, the Entity shall lose the status and rights of the Entity registered in the System and the accounts of the System Users authorized by the Entity shall be deactivated. If on the last day of the time limit specified above the application of the Entity to conclude a Framework SSA is still being processed, the time limit shall be extended until the SSO considers the application to conclude the Framework SSA. The time limit referred to above may be extended once.
- 5.5. Storage Customers that are parties to a Framework SSA may conclude, prior to the Auction procedure and the submission of an Application for a SSA, an agreement with the SSO, on the basis of which the SSO will undertake, in case when a SSA is concluded as a result of the Auction procedure or the Application Procedure, to submit reports to ACER and national regulatory authorities (at the request of these authorities) with information on the amount of natural gas kept in storage by that Storage Customer at the end of the Gas Day, as referred to in Article 9(9) of the Commission Implementing Regulation (EU) No. 1348/2014.

- 5.6. System Users acting on behalf of the Storage Customers that are parties to a Framework SSA shall have access, through the System, to the standard forms of documents required for participation in the Auction and in the Application Procedure, and may send documents to meet the prerequisites for participation in the Auction or Application Procedure through the System.

6. Auction Procedure

- 6.1. Information concerning the dates of Auctions planned during at least two following months shall be published by the SSO on the OIP not later than in the month preceding this period. Detailed information, i.e. the indication of Storage Facilities and the volumes and types of Storage Capacity to be made available through the Auction procedure in that period shall be published in accordance with clause 2.9.8.2. of the Rules;
- 6.2. At least 5 Business Days before a given Auction is to take place, the SSO shall publish information on:
- 6.2.1.1. planned date and time when the Auction is to start and end,
 - 6.2.1.2. type and parameters of the Storage Capacity to be offered in a given Auction,
 - 6.2.1.3. period for which Storage Capacity is offered (the period and dates of the provision of Storage Services),
 - 6.2.1.4. total amount of Storage Capacity offered in the Auction (Capacity Limit),
 - 6.2.1.5. Minimum Price for the Storage Capacity offered in the Auction,
 - 6.2.1.6. the Storage Facility and/or Group of Storage Facilities of which Storage Capacity will be subject to the Auction
- 6.3. At least 5 Business Days before the date of a given Auction, as established according to section 6.1, information on the cancellation of the Auction on the scheduled date together with the reason for its cancellation shall be published by the SSO on the OIP.
- 6.4. In order to participate in a given Auction announced by the SSO, the Storage Customer with access to the auction module of the System should:
- 6.4.1. at the latest 2 Business Days prior to the date for which the Auction is scheduled to take place, deliver the information and documents indicated in clause 3.4.1.3 of the Rules to the SSO via the System (in the form of a digital file with a qualified electronic signature, or in the form of a scan, subject to clause 1.11.6 of the Rules),
 - 6.4.2. before the start of the Auction, obtain from the SSO, through the SSP, a confirmation that the prerequisites for participation in the Auction have been met.
- 6.5. The Auction comprises a single bidding round lasting from thirty (30) minutes to two (2) hours.

- 6.6. The exact duration, and starting and ending times of the Auction shall be given by the SSO in the announcement referred to above in clause 6.2 of the SSP Terms and Conditions.
- 6.7. The Storage Customer, acting through its authorised System Users, may submit up to three (3) Bids per Auction.
- 6.8. Each of the up to three (3) Bids submitted on behalf of the same Storage Customer shall be treated separately and may lead to Capacity Allocation and determination of a different Allocation Price with respect to each of these Bids, provided that:
 - 6.8.1. the amount of Storage Capacity covered by a single Bid must not exceed the Capacity Limit,
 - 6.8.2. the total amount of Storage Capacity covered by all valid Bids submitted in the Auction on behalf of the same Storage Customer must not exceed the Capacity Limit.
- 6.9. The Bid should specify:
 - 6.9.1. amount of Storage Capacity the Storage Customer applies for, not exceeding the Capacity Limit;
 - 6.9.2. Price, which cannot be lower than the Minimum Price.
- 6.10. A valid Bid may be submitted by the System User only during the Auction and through the System.
- 6.11. To create a Bid in the Auction, the System User shall enter the content items of the Bid, as required by the System, in the fields of the System dialog box used for the submission of Bids.
- 6.12. Once the Bid is approved in the System by the System User during the Auction, it shall be effectively submitted.
- 6.13. Bids may be changed during the Auction only by increasing the Price.
- 6.14. Price increase is possible by editing the Bid in the System and shall take place by entering the amount in a dedicated dialog box of the System or by clicking on a dedicated button.
- 6.15. In a single edition of the Bid, the minimum net amount by which the Price may be increased is one (1) PLN and the maximum net amount by which the Price may be increased is five (5) PLN.
- 6.16. If the Bid is placed for the first time, the System suggests the Minimum Price as the first Price indicated in the Bid. A Bid submitted for the first time may indicate a Price equal to the Minimum Price or a Price equal to the Minimum Price increased in accordance with section 6.15.
- 6.17. A further increase in the Price indicated in the Bid shall be possible after the acceptance of the Bid and repeated activation of Bid edition.
- 6.18. The system shall automatically eliminate Bids from participating in the Auction, when the Bid:
 - 6.18.1. was submitted before the designated starting time of the Auction or after the

end of the Auction; or

- 6.18.2. indicates a Price lower than the Minimum Price; or
- 6.18.3. indicates an amount of Storage Capacity exceeding the Capacity Limit, or
- 6.18.4. indicates an amount of Storage Capacity lower than the Capacity Limit, but, when combined with the amounts of Storage Capacity indicated in other Bids placed in the same Auction on behalf of the same Storage Customer, results in the Capacity Limit being exceeded.
- 6.19. During the Auction, Bids are ranked in the order according to the level of the Price. On this basis, the System creates a ranking of Bids in which Bids with a higher Price are ranked higher.
- 6.20. Each of the up to three Bids submitted in the Auction by a given Storage Customer is separately considered in the ranking of Bids.
- 6.21. During the Auction, System Users logged into the System, undertaking actions on behalf and for the benefit of a given Storage Customer, have instant access, through their accounts in the System, to the following information concerning the position of the Bids placed by them in the ranking of Bids:
 - 6.21.1. information that the Price ensures allocation of Storage Capacity to the full extent indicated in the Bid – status information marked in green;
 - 6.21.2. information that the Price ensures partial allocation of Storage Capacity with respect to the amount indicated in the Bid (however, there will be no indication what part the allocation would exactly be made) – status information marked in orange;
 - 6.21.3. information that the Price does not ensure any allocation of Storage Capacity – status information marked in red.
- 6.22. The above information about the position of the Bids of a given Storage Customer in the ranking of Bids is updated by the System on an ongoing basis.
- 6.23. The Bid may be submitted or modified by System Users acting on behalf of Storage Customer, until the Auction is closed. A validly placed Bid cannot be withdrawn.
- 6.24. At the moment of closing the Auction, correctly submitted Bids are binding for the Storage Customers that submitted them, and are not subject to change.
- 6.25. First, the allocation of Storage Capacity – up to the Capacity Limit – is made to Storage Customer that submitted the Bid with the highest Price.
- 6.26. If the next Bid in the ranking of Bids indicates an amount of Storage Capacity greater than the quantity of Storage Capacity remaining to be allocated in the Auction, the allocation for the benefit of the Storage Customer that submitted that Bid shall correspond to all the remaining Storage Capacity.
- 6.27. If it is not possible to allocate the Storage Capacity in the full amount indicated in the Bid, the Bid shall be the basis for a partial allocation of the Storage Capacity.
- 6.28. If, in accordance with the above rules, Bids of at least two Storage Customers indicating the same Bid Price participate in the allocation of Storage Capacity, and when combined they cover the amount of Storage Capacity exceeding than the amount of

Storage Capacity remaining to be allocated in the Auction, the allocation of such Storage Capacity shall be made in proportion to the amount of Storage Capacity indicated in the Bids (pro rata principle). Any Storage Capacity which cannot be allocated on a *pro rata* basis in accordance with the previous sentence due to the principle of indivisibility of the Bundled Unit, as stipulated in the Rules or provisions of Technical Specifications, shall be allocated to the Storage Customer participating in the allocation on a *pro rata* basis, in the order depending on which Bid was submitted earlier (first-come-first-served principle).

- 6.29. If, as a result of applying the above principles, all the Storage Capacity available within the Capacity Limit has been allocated, Bids placed during the Auction which, due to a lower Price or insufficient Storage Capacity available in the Auction, did not participate in the allocation shall be deemed ineffective.
- 6.30. The total allocation of Storage Capacity made by the SSO as a result of the Auction must not exceed the Capacity Limit.
- 6.31. Within one (1) hour after the closing of the Auction, detailed information on the outcome of the auction shall be made available by the SSO through the System to the System Users representing a given Storage Customer that took part in the auction, to the extent relevant to the Bids submitted by that Storage Customer. With respect to each Storage Customer whose Bids have resulted in full or partial allocation of Storage Capacity, together with the information on the outcome of the Auction, a confirmation of the terms and conditions of the SSA shall be made available in the System by the SSO to System Users representing such Storage Customer.
- 6.32. The conclusion of the SSA with the Storage Customer through the Auction procedure shall be effected as a result of the outcome of the Auction, i.e. the allocation of the Storage Capacity to a given Storage Customer and provision of the detailed information in the System, indicated in clause 6.31, to the System Users representing such Storage Customer.
- 6.33. The Allocation Price for a given Storage Customer shall be the Price indicated in its Bid, which, as a result of the Auction, ensured full or partial allocation of the Storage Capacity.
- 6.34. The Allocation Price resulting from a given Bid shall be applied in settlements with the Storage Customer that submitted the Bid in relation to the Storage Capacity allocated in the Auction on the basis of that Bid. The principles set forth in the Rules shall be applied, as appropriate, to the settlements and invoicing on the basis of a SSA concluded through the Auction procedure.
- 6.35. If a single Storage Customer submits multiple Bids, which, as a result of the Auction, have become the basis for allocating Storage Capacity to such Storage Customer, the Allocation Prices to be applied in settlements between Storage Customer and the SSO made on the basis of a SSA concluded through the Auction procedure shall be those resulting from individual Bids, relating respectively to the amounts of Storage Capacity allocated on the basis of each of the Bids.
- 6.36. In the event that, on the basis of a given Bid, the Storage Customer obtained only a partial allocation of Storage Capacity in the Auction, in relation to the amount of Storage

Capacity indicated in such Bid, the Storage Customer may, within three (3) hours from the end of the Auction, send a scan of a notice to the SSO to terminate the SSA concluded as a result of the Auction with immediate effect, substantially in the form of such notice published on the OIP.

- 6.37. In the event that the Storage Customer obtained the allocation of Storage Capacity during the Auction on the basis of multiple Bids, the right to terminate the SSA, referred to in clause 6.36 shall only apply to the Storage Capacity covered by the Bids which resulted in a partial allocation.
- 6.38. A Storage Customer that does not have a financial rating specified in the Rules, and has been allocated Storage Capacity in the Auction, shall provide financial security within 2 Business Days from the date of obtaining information from the SSO on the amount of the required security, expressed in Polish zlotys (PLN). The SSO shall establish the amount of security in accordance with the rules described in the Rules, and provide the relevant information to the System Users representing a given Storage Customer through the System.
- 6.39. In the event of a failure by Storage Customer to submit documents confirming that the required financial security has been provided within the time limit specified in clause 6.38 above and in the form determined in accordance with the provisions of the Rules, the SSA concluded as a result of the Auction shall be terminated, and the SSO shall immediately inform the Storage Customer via the System.
- 6.40. In the event that, after the Auction, some Storage Capacity offered under the Auction remains unallocated, the SSO shall decide on the possibility of making them available under subsequent Auction procedures or through the procedure based on an Application for a SSA, taking into account the assumed starting date for provision of Storage Services as well as technical and economic conditions of making such capacity available.

7. Cancellation of the Auction and closing the Auction without concluding the SSA(s)

- 7.1. In case of serious reasons, the SSO reserves the right to:
 - 7.1.1. cancel a planned Auction;
 - 7.1.2. change the Auction schedule;
 - 7.1.3. interrupt an ongoing Auction without conclusion (i.e. without allocating Storage Capacity and concluding a SSA);
 - 7.1.4. block the accounts of System Users of a given Storage Customer during the Auction and reject the Bids submitted by such Storage Customer;
 - 7.1.5. terminate of the SSAs concluded as a result of the Auction with immediate effect and cancel the result of the Auction.
- 7.2. The serious reasons justifying the taking of the above actions by the SSO may include, but are not limited to, circumstances such as:
 - 7.2.1. occurrence of technical problems related to the functioning of the System, which

could have affected, affect or may affect the Auction process, including the occurrence of technical problems resulting from unauthorized actions of the System User resulting in the incorrect functioning of the System;

- 7.2.2. occurrence of unforeseen circumstances related to the conditions of operation of the storage infrastructure, resulting in the limitation of the capability to provide access to the Storage Capacity;
- 7.2.3. a justified suspicion that the Auction process could have been affected by unfair behaviour of the System User, in particular behaviours which prejudice the generally applicable legal regulations, these SSP Terms and Conditions, the Rules or customary good practices of the System Users behaviour, consisting e.g. In coordinated or collusive actions taken by the System Users during the Auctions aimed at directly or indirectly influencing the level of Prices covered by the Bids, ranking of the Bids Offerings or the allocation of Storage Capacity as a result of the Auction;
- 7.2.4. sharing of illegal content by the Entity or System User through the System;
- 7.2.5. occurrence of important legal reasons that make it impossible or significantly hinder the implementation of the Auction procedure.
- 7.3. Information on the application of one of the above measures, together with a justification of the reasons for its application, shall be published by the SSO on the IPI, and communicated to the System Users via the System or by e-mail.
- 7.4. In the cases described above, the SSO shall not be liable towards the Storage Customer or the System Users.

8. Application Procedure

- 8.1. Information on the availability of Storage Capacity shall be published by the SSO on the OIP in accordance with clause 2.9.6 and clause 2.9.7 of the Rules.
- 8.2. Information on the individual Application Procedures shall be published by the SSO on the OIP in accordance with clauses 2.9.9 and 2.9.10 of the Rules.
- 8.3. The SSO shall carry out a separate Application Procedure to make available Firm Storage Services, and a separate Application Procedure to make available Interruptible Storage Services. The SSO shall carry out a separate Application Procedure for a Storage Facility or a Group of Storage Facilities.
- 8.4. The SSO may carry out a separate Application Procedure to offer Long-Term Storage Services, and a separate Application Procedure to offer Short Term Storage Services. The SSO may also combine Long-Term and Short Term Storage Services in a single Application Procedure, but in such case the SSO shall indicate the date by which it is possible to submit Applications for Long-Term Storage Services and the date by which it is possible to submit Applications for Short Term Storage Services (separate Clusters will be indicated within a single Application Procedure, in which it will be possible to submit Applications for individual products).
- 8.5. The Application Procedure carried out on the SSP shall not apply to the conclusion of

Day-Ahead SSAs. The Day-Ahead SSAs shall be concluded in accordance with the provisions of the Rules.

- 8.6. In the course of the Application Procedure, the Entity may only submit Applications for those Storage Services that have been offered under a given Application Procedure. If the Capacity Allocation for the full amount of Storage Capacity indicated in the Application it is not possible, the Application shall be the basis for a partial Capacity Allocation, subject to clauses 8.23 and 8.26, which provide for the Entity's discretion in this respect.
- 8.7. The application shall be submitted through the System where the System User shall enter the relevant data in the System dialog boxes or selects (ticks) appropriate options (buttons), with enclosing the scans of the required documents being in the System (in PDF format).
- 8.8. The Application may be submitted by the System User only during the Application Procedure and through the System. Applications submitted outside the System will not be considered.
- 8.9. During the Application Procedure, the System User may modify the Application saved in the System or withdraw it from the System, until the Application is submitted, which is done by clicking the appropriate button in the System (at which point the Application obtains the "submitted" status). The System User may also attach further documents to the Application, also after its submission.
- 8.10. One Application may only concern one selected type of product and solely one purpose: (1) for commercial purposes, or (2) for mandatory stocks purposes. The decision to submit an Application, should take into account that the submission of another Application will not be possible if, as a result of this, the total amount of Storage Capacity covered by all the Entity's Applications submitted in the Application Procedure exceeded the Capacity Limit. The System shall automatically disable the possibility of submitting an Application that exceeds the Storage Capacity covered by the Application Procedure. The Entity shall have the possibility of submitting an Application with differed provision of the Long-Term Storage Service, provided the continuity of service is maintained in accordance with the requirements of the Rules with respect to other Applications submitted and accepted under the same Application Procedure. The Entity may therefore, for example, submit one application for Long-Term Storage Service for mandatory stocks purposes for the initial period (e.g. the first two years) and a second application for the following period for commercial purposes (the third year), and if both Applications are accepted, the requirement to maintain the continuity of service will be met. Applications that do not ensure the continuity of Storage Services shall be rejected (e.g. where the Application covers only the third year when the Long-Term Storage Services are to be provided for commercial purposes but there are no other Applications of the same Entity for the first two consecutive years when the Storage Services are to be provided).
- 8.11. For each Application submitted under the Application Procedure, if such Application is accepted and any Storage Capacity is allocated to the Entity, a separate SSA shall be concluded, unless otherwise agreed between the Parties. Accordingly, as a result of a single Application Procedure, the Entity may choose to conclude one or more SSAs or

not to conclude any SSA, if none of its Applications are at least partially accepted or when the Entity rejects the Storage Capacity allocated to it in the course of the Allocation Procedure (see clauses 8.23.3 and 8.26.3).

8.12. Multiple System Users may submit Applications in the System on behalf of a single Entity. All Applications shall be considered as the Applications of a single Entity, regardless of the submitting System User. All Applications of a given Entity aggregated together must not exceed the Storage Capacity (Injection Capacity, Working Volume or Withdrawal Capacity) made available under the given Application Procedure (i.e. must not exceed the Capacity Limit), and must be submitted in accordance with the principles set out in the Rules. The System shall automatically disable the possibility of submitting an Application that exceeds the Storage Capacity covered by the Application Procedure.

8.13. Attached to the Application should be:

8.13.1. the declarations referred to in clauses 3.3.1.4.1 and 3.3.1.4.2 of the Rules – in the form of digital files with qualified electronic signature, or in the form of a scan, subject to clause 1.11.6 of the Rules,

8.13.2. scans of the other documents indicated in clause 3.3.1.4 of the Rules,

provided that the SSO may request the Entity, either through the SSP or by email, to send the originals or officially certified copies of the documents submitted by the Entity in the form of scans, within 5 Business Days of receiving such request. This does not apply in case when the original document was drawn up in electronic form with a qualified electronic signature.

8.14. The Application shall be assigned the appropriate status in the System:

8.14.1. **"saved"** – an Application created and saved in the System; such an Application may be modified by the System User until the end of the Application submission period under a given Application Procedure (or, as appropriate, within a given Cluster);

Note: Saving an Application in the System is not tantamount to submitting an Application;

8.14.2. **"submitted"** – an Application created and saved in the System was subsequently submitted by the System User by clicking the appropriate button in the System ("Submit Application");

8.14.3. **"to be corrected"** – an Application submitted in the System, which was referred by the SSO for correction or supplementation. The Application referred for correction or supplementation may be modified by the System User until the end of the Application submission period under a given Application Procedure (or, as appropriate, within a given Cluster). The System User may also attach additional documents to such Application, by way of supplementing the deficiencies of the Application, even if the Application submission period referred to above has already expired;

Note: An Application that has been granted the status "to be corrected" has to be resubmitted following its correction or supplementation (it has to obtain the

status “submitted” again).

- 8.14.4. **"approved"** – An application submitted in the System which has been verified for compliance with the requirements set out in the Rules and SSP Terms and Conditions, and has been formally approved by the SSO. Such an Application takes part in the further Application Procedure (in the allocation of Storage Capacity).
- 8.15. An Application that does not meet the formal requirements provided for in the Rules or in these SSP Terms and Conditions is given the status “to be corrected”. In such case, the System User receives, through the SSP or by e-mail, a request to correct or complete the Application, indicating which elements of the Application need to be corrected or supplemented, with a deadline to complete the relevant deficiency in accordance with clause 3.7.6 or 3.8.7 of the Rules. The removal of any deficiencies and possible editing of the application shall take place through the SSP, except when the SSO requests the Entity to submit the originals of the documents or their officially certified copies.
- 8.16. Applications that are incorrectly submitted, incomplete or contain other deficiencies which cannot be removed by the Storage Customer within the time limit set by the SSO will be rejected and will not be considered in further Application Procedure. When the deficiencies of the Application cannot be made up for, the SSO shall reject the Application without calling for the deficiencies to be completed. The SSO shall inform the Entity of the rejection of the Application and the reasons for it through the SSP and by e-mail. An application that has been registered in the System (obtained the “registered” status) but has not been submitted (has not obtained the status “submitted”) shall not take part in further Application Procedure.
- 8.17. Subject to clause 8.18 below, any modifications to the Application in the System may be made by the System User until the submission of the Application, but in any case not later than on the last day of the submission of Applications under a given Application Procedure (and, as applicable, the last day of the submission of Applications under a given Cluster).
- 8.18. The Application with the status “to be corrected” may be supplemented by the System User with the missing documents also after the last day for the submission of Applications under the given Application Procedure (or, as applicable, under a given Cluster). The deficiencies should be rectified within a time limit set in accordance with clauses 3.7.6 or 3.8.7 of the Rules. An Application that has been granted the status “to be corrected” has to be resubmitted following its correction or supplementation (it has to obtain the status “submitted” again).
- 8.19. The SSO shall review all the requests from a given Entity together, verifying in particular the feasibility of providing the service and its continuity.
- 8.20. The Capacity allocation in the System shall take place in accordance with the applicable principles and according to the order of Storage Capacity allocation applicable to the Application Procedure, as defined in the Rules.
- 8.21. By submitting an Application under the Application Procedure, the Storage Customer acknowledges and accepts that in the event of limited availability of Storage Capacity

that makes it impossible for all the Applications to be accepted under the Procedure, the Storage Customer may be offered a partial Capacity Allocation, comprising smaller quantities of such Storage Capacity than those indicated in the Application, or it may be granted no Storage Capacity at all, in accordance with the principles set out in the Rules and these SSP Terms and Conditions.

- 8.22. After the end of the Application submission period under a given Application Procedure (or, as appropriate, within a given Cluster) and the formal verification of the Applications by the SSO, the System performs an initial Capacity Allocation. Information about the initial Capacity Allocation shall be displayed in the System under the Application line that relates to a given period (a given Cluster). System Users acting on behalf of a given Storage Customer are provided with a preview of the initial Capacity Allocation in the System for the whole period in which Storage Services are to be provided according to the Application.
- 8.23. After the publication of the initial Capacity Allocation in the System, the Storage Customer that obtained all or part of the requested Storage Capacity, may take the following decisions by clicking the appropriate button in the System:
 - 8.23.1. **“Accept the allocation”** – By clicking this button the Storage Customer accepts the allocation of Storage Capacity in the amount resulting from the initial Capacity Allocation and renounces the participation in potential subsequent allocation rounds. At that point, the Capacity Allocation to a given Storage Customer shall become final, subject to the terms concerning Bundled Units allocated in the draw procedure in accordance with clause 8.33. Following the approval of the final Capacity Allocation by the SSO, the Storage Customer shall receive a confirmation of the conclusion of a SSA, and in the initial period of implementation of the Application Procedure, the steps required for the execution of the agreement shall be undertaken, as described in clause 8.37.
 - 8.23.2. **“Accept the allocation and wait”** – By clicking this button the Storage Customer accepts the Capacity Allocation in the amount resulting from the initial Capacity Allocation but continues to participate in the Application Procedure, waiting for the potential opportunity of have further Storage Capacity allocated to it (when other Entities do not accept from their initial Capacity Allocations), up to the amount of Storage Capacity indicated in the Application and subject to clause 8.24 below.
 - 8.23.3. **“Reject the allocation”** – By clicking this above button, the Storage Customer rejects the allocation of Storage Capacity in the amount resulting from the initial Capacity Allocation and, in order to confirm its decision, is at the same time required to indicate in an additional field the reason for rejecting the Capacity Allocation in that amount, provided that:
 - 8.23.3.1. **The Storage Customer may also indicate in this field a different amount of Storage Capacity that it accepts** (lower than that amount resulting from the initial Capacity Allocation), indicating the number of Storage Capacities it accepts. Such declaration is tantamount to accepting the Capacity Allocation in the smaller amount indicated by the Storage Customer and renouncing the participation in

potential subsequent rounds of Storage Capacity allocation;

- 8.23.3.2. **If the Storage Customer, by selecting “Reject the allocation” button, indicates in the additional field a lower amount of Storage Capacity with respect to one or more of the periods applied for**, then the final Capacity Allocation for this one or more of the periods indicated will comprise the lower amount of Storage Capacity indicated by the Storage Customer, and for the remaining periods covered by the Application, it will **comprise** the amount of Storage Capacity resulting from the initial Capacity Allocation, subject to the regulations concerning Bundled Units allocated through a draw procedure in accordance with clause 8.33. In such a case, with respect to the periods for which no lower amount of Storage Capacity satisfactory to the Storage Customer has been indicated in the additional field, it is deemed that the Storage Customer accepts the amount of Storage Capacity resulting from the initial Capacity Allocation;
- 8.23.3.3. **If, when reducing the amounts of Storage Capacity with respect to one or more of the periods covered by the Application, the Storage Customer wants to reject in full the Capacity Allocation for anyone or the other periods**, this should be clearly indicated by entering zero for that period. In doing so, the Storage Customer should take into account the requirement of **continuity** of the provision of Storage Services;
- 8.23.3.4. In the cases indicated in clauses 8.23.3.1 – 8.23.3.3 above, the Capacity Allocation to a given Storage Customer of the smaller amount of Storage Capacity indicated by the Storage Customer shall then become final, subject to the regulations applicable to Bundled Units allocated through a draw procedure and other cases in which, in accordance with the provisions of the Rules, the allocation of such amount of Storage Capacity would prove impossible. Following the approval of the final Capacity Allocation by the SSO, the Storage Customer shall receive a confirmation of the conclusion of a SSA, and in the initial period of implementation of the Application Procedure, the steps required for the execution of the agreement shall be undertaken, as described in clause 8.37.
- 8.23.3.5. When the Storage Customer has rejected the initial Capacity Allocation and has not indicated a different, lower amount of Storage Capacity it accepts in a separate field in the System, this shall be tantamount to withdrawing the Application in full and renouncing the participation in the Application Procedure.
- 8.24. When the Entities that have obtained 100% of the Storage Capacity applied for by them under the initial Capacity Allocation select the option provided for in clause 8.23.2 (“Accept the allocation and wait”), such selection shall be identical to the selection of the “Accept the allocation” button. Such Entities may not participate in potential subsequent allocation rounds or obtain more Storage Capacity than requested.
- 8.25. The choice referred to in clause 8.23.3 (“Reject the allocation”) may be made both by the Entities that in the initial Capacity Allocation have been offered only a part of the requested Storage Capacity, and the Entities that upon the initial allocation obtained 100% of the Storage Capacity they applied for. In both cases, the Storage Customer may indicate a different, lower amount of Storage Capacity it accepts or not indicate any amount it accepts, which shall be tantamount to withdrawing the Application in full

and renouncing the participation in the Application Procedure.

- 8.26. Any Storage Capacity that has been released during the first round of Capacity Allocation as a result of the selection of the "Reject Allocation" option by (a) Storage Customer(s) shall be automatically moved on to the next round where the System shall reallocate the unallocated Storage Capacity, in a subsequent initial Capacity Allocation, taking into account the decisions made so far by the Entities participating in the Application Procedure. **(Note: the quantities allocated in the first and second round of Capacity Allocation will be added together). Also those Entities that have been not allocated any Storage Capacity in the first round shall take part in the second round.** The information about the subsequent initial Capacity Allocation shall be displayed in the System, and the Entities that participate in that round (i.e. the Entities that selected the option referred to in clause 8.23.2 "Accept the allocation and wait" and the Entities that did not obtain any Storage Capacity in the first round of Capacity Allocation, and have been allocated Storage Capacity by the System in the second round), may choose one of the following options:

- 8.26.1. **"Accept the allocation"** – By clicking this button the Storage Customer accepts the allocation of Storage Capacity in the amount resulting from the subsequent initial Capacity Allocation. At that point, the Capacity Allocation to a given Storage Customer shall become final, subject to the terms concerning Bundled Units allocated in the draw procedure in accordance with clause 8.33. Following the approval of the final Capacity Allocation by the SSO, the Storage Customer shall receive a confirmation of the conclusion of a SSA, and in the initial period of implementation of the Application Procedure, the steps required for the execution of the agreement shall be undertaken, as described in clause 8.37;
- 8.26.2. **"Accept the allocation and wait"** – By clicking this button, the Storage Customer accepts a partial Capacity Allocation in the amount resulting from the initial Capacity Allocation but has the option of obtaining the allocation of additional Storage Capacity (up to the amount of Storage Capacity specified by the Storage Customer in the Application), which may remain unallocated after the end of the second allocation round and the conclusion by the SSO of SSAs with the other participants of the Application Procedure. When, after the end of the second round of Capacity Allocation, no Storage Capacity remains unallocated, the initial Capacity Allocation for the benefit of the Entity that selected the option "Accept the allocation and wait" shall become the final Capacity Allocation, subject to the regulations concerning Bundled Units allocated through a draw procedure, in accordance with clause 8.33. Following the approval of the final Capacity Allocation by the SSO, the Storage Customer shall receive a confirmation of the conclusion of a SSA, and in the initial period of implementation of the Application Procedure, the steps required for the execution of the SSA shall be undertaken, as described in clause 8.37.
- 8.26.3. **"Reject the allocation"** – By clicking this button, the Storage Customer rejects the allocation of Storage Capacity exceeding the amount accepted in the previous allocation round of Capacity Allocation and is at the same time obliged to indicate, in an additional field, the reason for rejecting the additional

Capacity Allocation, provided that:

- 8.26.3.1. **In that field, the Storage Customer may also indicate a different amount of Storage Capacity that it accepts** indicating the amount of Storage Capacity it would like to obtain but not lower than the amount resulting from the previous initial Capacity Allocation (obtained in the first round) and not greater than the one offered in the current initial Capacity Allocation. Such indication shall be tantamount to the acceptance of the Capacity Allocation of the lower amount indicated by the Storage Customer. The Capacity Allocation for the benefit of a given Storage Customer corresponding to the smaller quantity of Storage Capacity indicated shall then become final, subject to the regulations applicable to Bundled Units allocated through a draw procedure and other cases in which, in accordance with the provisions of the Rules, the allocation of such amount of Storage Capacity would prove impossible;
 - 8.26.3.2. **If the Storage Customer, when selecting the option “Reject the allocation”, indicates a lower amount of Storage Capacity in the additional field with respect to one or more of the periods applied for,** then the final Capacity Allocation for this one or more of the periods indicated will comprise the lower amount of Storage Capacity indicated by the Storage Customer, and for the remaining periods covered by the Application, it will comprise the amount of Storage Capacity resulting from the initial Capacity Allocation, subject to the regulations concerning Bundled Units allocated through a draw procedure and other cases in which, in accordance with the provisions of these Rules, the allocation of such amount of Storage Capacity would prove impossible;
 - 8.26.3.3. **If, when reducing the amount of Storage Capacity with respect to one or more of the periods covered by the Application, the Storage Customer wants to reject in full the Capacity Allocation for anyone or the other periods, this should be clearly indicated** by entering zero for that year. In doing so, the Storage Customer should take into account the requirement of continuity of the provision of Storage Services;
 - 8.26.3.4. When the Storage Customer has rejected the initial Capacity Allocation and has not indicated another smaller amount of Storage Capacity it accepts in a separate field in the System, this shall be tantamount to the allocation of the amount of Storage Capacity resulting from the first round of Capacity Allocation (from the first initial Capacity Allocation) to that Storage Customer, subject to the regulations applicable to Bundled Units allocated through a draw procedure;
 - 8.26.3.5. Following the approval of the final Capacity Allocation by the SSO, the Storage Customer shall receive a confirmation of the conclusion of a SSA, and in the initial period of implementation of the Application Procedure, the steps required for the execution of the agreement shall be undertaken, as described in clause 8.37.
- 8.27. For the purposes of the second round of the Application Procedure, clauses 8.24 and

8.25 shall apply, as appropriate.

- 8.28. The Entity shall have **24 hours** from the date of publication in the initial Capacity Allocation for the current allocation round in the System to take the decisions referred to in clauses 8.23 and 8.26 above. Hours falling on days that are not Business Days shall be disregarded in the calculation of the deadline. Accordingly, when the expiry of the deadline falls on a day which is not a Business Day, the deadline shall expire at the same hour on the following Business Day.
- 8.29. A failure by the Entity to respond within the above deadline shall be treated as the Entity's acceptance of the allocation of Storage Capacity in the amount resulting from the current initial Capacity Allocation ("Accept the allocation"). In the event that, for technical reasons attributable to the Entity, the Entity is unable to respond via the System, it should inform the SSO of its decision by e-mail sent to the SSP mailbox (platforma.usum@gas-storage.pl) from the address provided upon the registration at the SSP, together with the reason for the inability to enter the response in the System.
- 8.30. The first initial Capacity Allocation will be published in the System:
- 8.30.1. with respect to Long-Term Storage Services other than those indicated in clause 8.30.2 below: within **10 Business Days** from the end of the Application submission period under a given Application Procedure (or a given Cluster),
 - 8.30.2. with respect to Long-Term Storage Services allocated on a first-come-first-served (FCFS) basis: within **10 Business Days** from the date of submission of a complete Application under a given Application Procedure, with a proviso that the SSO may extend this time limit if the consideration of the Application as to the substance depends on the consideration of the Application(s) of other Entities for which the time limit has not yet expired;
 - 8.30.3. with respect to Short-Term Storage Services: within **5 Business Days** from the date of submission of a complete Application under a given Application Procedure, with a proviso that the SSO may extend this time limit if the consideration of the Application as to the substance depends on the consideration of the Application(s) of other Entities for which the time limit has not yet expired.
- 8.31. The publication in the subsequent initial Capacity Allocation in the System shall take place within **48 hours** from the date of publication of the first initial Capacity Allocation. The final result of the allocation of Storage Capacity will be published in the System within **96 hours** of the date of publication in the System of the first initial Capacity Allocation, subject to clause 8.34. Hours falling on days that are not Business Days shall be disregarded in the calculation of the above time limits (from 00:00 to 23:59 hours). In case of Long-Term Storage Services granted on a FCFS basis and in case of Short-Term Storage Services, the above mentioned time limits shall be subject to the reservation, indicated in clause 8.30.2 and 8.30.3, concerning the possible extension of the time limit for the consideration of the Application depends on how the Application(s) of other Entities have been considered.
- 8.32. When the Capacity Limit has been fully allocated in the first round of Capacity Allocation, or no Storage Customer has selected the option "Accept the allocation wait"

in the first round, the second round shall not take place.

- 8.33. When Storage Capacity remains unallocated under the first or second round of Capacity Allocation, and such Storage Capacity cannot be allocated in accordance with the Rules, in particular due to the indivisibility of the Bundled Unit, and the draw procedure has to be applied, the System shall proceed with an automatic draw. The Storage Capacity that cannot be divided *pro rata* shall be automatically allocated at random by the System among the eligible Entities. The draw is won by the Storage Customer to whom Storage Capacity in the first period of service provision (in the first year of service provision) has been allocated at random by the System. The SSO shall approve the final Capacity Allocations of the participants to the draw taking into account the outcome of the draw and the above principle, and shall inform the participants through the SSP about the final Capacity Allocation.
- 8.34. When Storage Capacity remains unallocated after the completion of the Application Procedure, the SSO shall first offer it by e-mail to those Storage Customers participating in the procedure whose Applications have not obtained any allocation of Storage Capacity, and to those Storage Customers whose Applications have not been fully accepted under the procedure. The SSO shall notify the Storage Customers of the possibility of allocating Storage Capacity without undue delay, and the Storage Customers shall notify the SSO by email, within 24 hours, whether they are interested in obtaining the allocation of Storage Capacity and to what extent. With respect to the additional Storage Capacity referred to above, the SSO shall apply the principles of Storage Capacity allocation set out in the Rules. In case when the proposal to allocate additional Storage Capacity is accepted, the final Capacity Allocation shall include the amount of Storage Capacity resulting from the initial Capacity Allocation plus the additional Capacity Allocation accepted by the Storage Customer. Following the final Capacity Allocation by the SSO, the Storage Customer shall receive a confirmation of the conclusion of a SSA, and in the initial period of implementation of the Application Procedure, the steps required for the execution of the agreement shall be undertaken, as described in clause 8.37. When the Storage Customer does not express interest in the allocation of additional Storage Capacity (including when there is no response from the Storage Customer), the allocation of Storage Capacity resulting from the quantities accepted in the first and second round of Capacity Allocation carried out in the System shall become binding.
- 8.35. In the event that, following the Application Procedure and having exhausted the options for the allocation of Storage Capacity in accordance with clause 8.34, some Storage Capacity remains unallocated, the SSO shall decide whether to make it available in a subsequent Application Procedure or an Auction, taking into account the expected starting date for the provision of the Storage Service and the technical and economic conditions for making such capacity available.
- 8.36. Subject to clause 8.37 below, following the final Capacity Allocation, a confirmation of the conclusion of the SSA shall be made available by the SSO to the System User via the SSP, including in particular the amount of Storage Capacity allocated under a given Application, the date of conclusion of the SSA and an indication of an authorised person who approved the SSA on behalf of the SSO. The document shall be made available in SSP in an electronic form in PDF format. The document is a confirmation of the

conclusion of the SSA in an electronic form and does not require the signature of either party.

8.37. During the period of System implementation, the conclusion of the SSA under the Application Procedure include the following steps:

8.37.1. After the final Capacity Allocation is made, with due regard to clause 8.34, a draft SSA shall be made available to the Storage Customer, where the name(s) of the person(s) representing the Storage Customer and contact persons on the part of the Storage Customer may be entered.

The System User downloads the draft SSA from the System and completes the required data. Neither the System User nor any other person shall have the right to make any changes in the content of the SSA, unless agreed with the SSO, except for the entry of the details referred to in the preceding sentence. The SSO may also request the Storage Customer by email to provide the above details so that the SSO may enter them to the draft SSA;

8.37.2. After the required data is filled in, the SSA should be signed by means of a qualified electronic signature by the person(s) authorised to represent the Storage Customer, who may be, in particular, the System User, acting on the basis of a power of attorney submitted upon the registration in the System;

8.37.3. Within **3 Business Days** from the date on which the draft SSA is made available in the System, the System User uploads the agreement signed by the means of a qualified electronic signature via the SSP, as a new attachment to the Application;

8.37.4. Within the following **2 Business Days** the SSA shall be signed by the SSO, also by means of a qualified electronic signature, and then immediately made available in the System;

8.37.5. Once the mutually signed SSA (or two copies thereof, each signed by one of the Parties) has been made available by the SSO in the System, the SSA shall be deemed to have been concluded, subject to the delivery of a security instrument as required under clause 8.40.

8.37.6. In case when there is no possibility of signing the SSA by means of a qualified electronic signature, it shall be possible to conclude the SSA in the conventional form, through exchanging signed copies of the agreement between the parties. The lack of the possibility to sign the agreement by the means of a qualified electronic signature should be immediately notified by the Storage Customer, within **1 Business Day** from the date on which the draft SSA is made available in the System, so that the conclusion of the SSA takes place within 5 Business Days from the date on which the draft SSA is made available in the System.

8.38. All documents attached to the Application together with the document confirming the conclusion of the SSA (during the System implementation period – together with the signed SSA shall be automatically placed under the “Document Library” section with a link to the Application they relate to.

8.39. A Storage Customer that does not have a financial rating specified in the Rules, and

has been allocated Storage Capacity, shall provide financial security instrument in accordance with the principles set out in the Rules.

- 8.40. The provision of the security shall be deemed a condition precedent to the SSA. In the event that the Storage Customer fails to submit documents confirming that the required financial security has been provided within the deadline indicated in clause 3.7.28 of the Rules (in case of Long-Term Storage Services) or in clause 3.8.11.3 of the Rules (in case of Short-Term Storage Services), the SSA shall be deemed not have been concluded (the agreement shall not enter into force), of which the System Users representing the Storage Customer shall be immediately informed by the SSO through the SSP or by email. The Storage Capacity released as a result of the fact that the SSA did not enter into force in the case referred to above shall be allocated under a separate Application Procedure or Auction.

9. Cancellation of an Application Procedure and termination of the Application Procedure without the conclusion of a SSA

- 9.1. In case of the occurrence of serious reasons listed in clause 9.2, the SSO reserves the right to:
- 9.1.1. cancel scheduled Application Procedures;
 - 9.1.2. change the publication date of the Application Procedures or their duration;
 - 9.1.3. terminate an ongoing Application Procedure without conclusion (i.e. without allocating Storage Capacity and concluding a SSA);
 - 9.1.4. block the accounts of System Users of a given Storage Customer during the Application Procedure and reject Applications submitted by such Storage Customer;
 - 9.1.5. terminate the SSA concluded as a result of the Application Procedure with immediate effect, and revoke the result of Capacity Allocation made under that Procedure;
 - 9.1.6. decide to continue the Application Procedure outside the System, specifically by exchanging correspondence via email or conventional mail.
- 9.2. The serious reasons justifying the taking of the above actions by the SSO may include such circumstances as:
- 9.2.1. occurrence of technical problems related to the functioning of the System, which could have affected, affect or may affect the procedure, including the occurrence of technical problems resulting from unauthorized actions of the System User resulting in the incorrect functioning of the System;
 - 9.2.2. occurrence of unforeseen circumstances related to the conditions of operation of the storage infrastructure, resulting in the limitation of the capability to provide access to the Storage Capacity;
 - 9.2.3. a justified suspicion that the procedure could have been affected by unfair behaviour of the System User, in particular behaviours which prejudice the generally applicable legal regulations, these SSP Terms and Conditions, the

Rules or customary good practices of the System Users behaviour, consisting e.g. In coordinated or collusive actions taken by the System Users during the procedure aimed at directly or indirectly influencing the outcome of the Application Procedure;

- 9.2.4. sharing of illegal content by the Entity or System User through the System;
 - 9.2.5. existence of material legal reasons (e.g. changes in the legal situation during the Application Procedure), which make the implementation of the Application Procedure impossible or significantly difficult.
- 9.3. Information on the application of one of the above measures, together with a justification of the reasons for its application, shall be published by the SSO on the OIP, and communicated to the System Users via the System or by e-mail. Any Storage Capacity remaining or released to be allocated following the measures referred to in clause 9.1 above shall be allocated through a separate Application Procedure or an Auction procedure, unless the SSO decides to continue the Application Procedure outside the System.
- 9.4. In the cases described above, the SSO shall not be liable towards the Storage Customer or the System Users.

10. Communication with System Users within the SSP

- 10.1. The SSP enables communication with System Users and exchange of information, in particular under the Auction Procedure and the Application Procedure, to the extent resulting from the implemented SSP functionalities.
- 10.2. Automatic messages from the SSP mail box are sent by email to the System User to the address indicated during registration to the System in case of changes in the status of the documents attached (acceptance of an attachment to Application submitted in the System). The system does not automatically inform about the change of the Application status. In order to check the status of the Application it is necessary to log in to the SSP.
- 10.3. Also, system messages are automatically published on the SSP, which contain information e.g. about the publication of new Application Procedures, their completion and settlement (final Capacity Allocation).
- 10.4. The SSO may also publish announcements on the SSP that are visible in the same place as the system messages.
- 10.5. Except for the case indicated in clause 10.2 above, System Users are not automatically informed about a new message or announcement in the System, and can only view them after logging into the SSP. The messages are visible in the System and are displayed in the order they appear.
- 10.6. System Users registered on the SSP on behalf of a given Entity shall be responsible for keeping up-to-date the email address used to contact the SSO, and for ongoing verification of the content of messages and announcements published on the SSP.
- 10.7. In other cases, if the SSP Terms and Conditions do not provide for communication via

the SSP, the communication shall take place outside the System, either by email or by conventional mail.

- 10.8. Apart from cases when written form is required according to these SSP Terms and Conditions, the Rules or generally applicable regulations, by registering in the System, the System User, on behalf of themselves and the Entity they represent, agrees to communicate with the SSO via the SSP and by e-mail, including the consent to receiving documents and information related to the Auction procedure and the Application Procedure from the SSO, in particular any documents related to the conclusion of the SSA, in electronic form via the SSP, as well as the consent to the SSO's sending documents, information and notifications of making available new documents or information on the SSP to the email address indicated upon the registration to the SSP.

11. Terms of providing services by electronic means

- 11.1. Upon receipt by the Entity and Users of the information on the correctly conducted registration referred to in clause 4.7 an agreement on the use of services provided by electronic means on the SSP shall be concluded between the Entity and the Users, on one part, and the SSO on the other, including in particular the services listed in clause 3.1 and 3.4 of the SSP Terms and Conditions.
- 11.2. Each System User shall have the option to change the access password at any time by means of the password change form, which can be found in the administration panel of the System User profile available after logging into the System.
- 11.3. In case the System User forgets the access password to the System, she or he may create a new password. In order to do it, the password recovery option should be selected in the System login panel, and the on-screen messages should be followed.
- 11.4. The System User shall be required to update his or her personal data if they change.
- 11.5. The System User may not use the accounts of other System Users or make his or her account available to other persons.
- 11.6. If the SSO has legitimate concerns about the security of the System User's account, including but not limited to unauthorized account seizure by another person, the SSO may:
 - 11.6.1. make the use of the account conditional on the System User's confirmation by appropriate documents of its credibility, including the identity,
 - 11.6.2. temporarily limit access to particular services provided by the SSP,
 - 11.6.3. suspend the System User's account for a definite or indefinite period of time.
- 11.7. Once the above mentioned circumstances cease to exist, the SSO shall remove the restrictions applied to the System User.
- 11.8. To deactivate the System User's account, the Entity or the System User may send a scan of the application for deactivation of the account in the System, prepared on a form available on the SSP website by e-mail to the address: platforma.usum@gas-storage.pl.

- 11.9. The Entity shall have the right to terminate the agreement on the use of services provided by electronic means on the SSP, with immediate effect at any time. The notice of termination must be given in writing or else it shall be null and void.
- 11.10. If the SSO concludes that the Entity or System User does not meet the requirements provided for in these SSP Terms and Conditions, or grossly violates their provisions, it shall have the right to deactivate the Entity's or System User's account.
- 11.11. The SSO shall inform the Entity or System User of the deactivation of the account by electronic means.
- 11.12. The SSO may terminate, with immediate effect, the agreement on the use of services provided by electronic means on the SSP in case of:
- a) gross violation of the provisions of these SSP Terms and Conditions by the System User or the Entity,
 - b) unfair practices undertaken by the System User, including the behaviours described above in clauses 7.2.3 and 7.2.4 or 9.2.3 and 9.2.4, or actions that compromise the proper functioning of the SSP,
 - c) insolvency, liquidation or dissolution of the Entity.
- 11.13. In the event of termination of the agreement on the use of services provided by electronic means on the SSP for the reasons described in clause 11.12, the SSO may make the re-registration of the Entity and the System Users nominated by the Entity in the system, or enabling the use of functionalities related to participation in the procedures of concluding the SSA through the System, conditional on the Entity demonstrating the implementation of appropriate mechanisms or procedures to prevent the occurrence of irregularities that caused the termination of the aforementioned agreement, or demonstrating the recovery of financial liquidity and the lack of risk of the Entity losing legal capacity or capacity to perform legal transactions.
- 11.14. The termination of the agreement on the use of services provided by electronic means on the SSP does not affect binding Bids and Application submitted by the Entity prior to termination of the agreement on the use of the SSP. In particular, an Application submitted on the SSP, provided that it meets the formal conditions for its examination, will participate in the Application Procedure, and in such case the communication between the parties should then take place by email (except when it is required to submit a document in writing or in other specific form), and the SSO shall have the right to address messages to the email address of the Entity indicated during the registration on the SSP, unless the Entity indicates an alternative email address. When a part of the capacity requested is allocated to the Entity, clause 8.29 shall apply, as appropriate, unless the Entity presents the SSO, either by email or by conventional mail, with a declaration on the withdrawal of its Application.
- 11.15. The SSO shall have the right to terminate or unilaterally change the provisions of the agreement on the use of services provided by electronic means on the SSP, subject to fourteen (14) days' notice, in particular:
- 11.15.1. when this is required for the adaptation of the System to legal regulations, or a decision issued by the competent public administration authorities;
 - 11.15.2. in the case of development work on the System, implementation of new

functionalities or a new IT system supporting the Storage Capacity allocation procedures;

- 11.15.3. due to the change in the terms and conditions of providing the Storage Services by the SSO, in particular in the case of amendments to the Rules or the SSP Terms and Conditions concerning the mechanisms of allocating Storage Capacity applied by the SSO and the procedures for the conclusion of SSAs.
- 11.16. The System Users will be immediately informed electronically via the SSP about the termination or change of the agreement on the use of services provided by electronic means on the SSP.
- 11.17. The data and information concerning the System User and Entity will be processed by the SSO to the extent necessary also after the termination of the agreement on the use of services provided by electronic means on the SSP, in connection with the necessity of proper performance of the concluded SSAs and the fulfilment of obligations resulting from the provisions of law.
- 11.18. Personal data shall be processed by GSP in the System in accordance with the generally applicable legal regulations, in particular the regulations of the GDPR and the Act on Provision of Services by Electronic Means.
- 11.19. GSP shall fulfil the reporting obligations laid down in Article 13 of the GDPR by making the relevant information clause available on the SSP website.
- 11.20. The Entity or the System User may submit comments or objections in the event that it is not possible to use the SSP in accordance with the provisions of these SSP Terms and Conditions.
- 11.21. The comments or objections may be submitted in electronic form using the contact form, by e-mail to the following address: platforma.usum@gas-storage.pl or in writing to the registered address of GSP. The content of the comments should include the data of the Entity or System User and a description of the reservations made.
- 11.22. GSP shall consider comments or objections within fourteen (14) Business Days of their receipt, save that GSP may refuse to consider comments submitted after ninety (90) Business Days of the occurrence of the reasons for the comments.

12. Transitional and final provisions

- 12.1. In the initial phase of the Application Procedure on the SSP, planned for 2020 and Q1 2021, the scope of available System functionalities may be limited to those necessary to submit an Application for a SSA. The implementation of the System's functionalities enabling the conclusion of the Framework SSA through the SSP is envisaged at a later stage of the System implementation.
- 12.2. In connection with the implementation of another module of the System supporting the Application Procedure, it is expected that the flow of information and documents between the Entities and the SSO related to the fulfilment of the requirements for registration of Entities in the SSP and use of some of the functionalities will take place by email, to the extent that such functionality is not offered by the System.

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12.3. The timeframes indicated above are indicative and are subject to progress in the implementation of the System.