

STANDARD FORM

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

executed on _____

by and between

(hereinafter the Storage Customer)

and

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

(hereinafter the SSO)

1. Storage Code

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

2. The Object of the Storage Services Agreement

- 2.1. The SSO undertakes to provide Storage Services to the Storage Customer on terms and conditions set out in the Storage’s Services Agreements (the “SSAs”) to be executed:
 - 2.1.1. based on an Application, i.e. through the Application Procedure carried out in accordance with the Storage Code and the SSP Terms and Conditions , or
 - 2.1.2. through the Auction procedure, in accordance with the principles set out in the Storage Code and the SSP Terms and Conditions.
- 2.2. The Storage Customer undertakes to apply the Storage Code and the GTC and undertakes to make timely payments of the charges due to the SSO and applied in accordance with the Tariff, or based on the Allocation Price established in the course of the Auction procedure. The currently applicable the Storage Code, GTC and the Tariff are published by SSO on the SSO's website.

3. Settlements and Tariff Group

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

4. Withdrawal of Gaseous Fuel

- 4.1. The Storage Customer shall submit appropriate Nominations in order to withdraw the Gaseous Fuel injected to the Storage Facility or to the Group of Storage Facilities within a period not exceeding the term of the SSA concluded under a Framework SSA.

- 4.2. If, after the termination of the SSA concluded under a Framework SSA, any Gaseous Fuel injected at request of the Storage Customer still remains in the Storage Facility or in the Group of Storage Facilities, the Storage Customer shall be obliged to withdraw such Gaseous Fuel at the soonest possible date indicated by the SSO or agreed between the Parties in accordance with the Storage Code. In case when the Storage Customer fails to fulfil the above obligation, the SSO shall have the right to publish, on the OIP, an irrevocable offer of the Storage Customer or the owner of the Gaseous Fuel to sell such Gaseous Fuel. Detailed procedure for the sale of untaken Gaseous Fuel is set out in the Storage Code.
- 4.3. The provisions of clauses 4.1 and 4.2 shall not apply in case when another SSA is effective and provides the basis for the SSO to continue storing the quantities of Gaseous Fuel left by the Storage Customer in the Storage Facility or in the Group of Storage Facilities.

5. Addresses and Contact Persons

The following contact persons shall be authorised to act on behalf of the Parties with respect to any matters related to the performance of the this Framework SSA and any SSA concluded hereunder, other than making the declarations of will as to their validity or amendment the content thereof:

5.1. for the SSO:

5.1.1. _____ (Full name)

5.1.2. Telephone _____

5.1.3. Fax _____

5.1.4. Email _____

5.1.5. Postal address _____

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

5.1.6. UGS Dispatching Center

5.1.7. Phone number +4822 860 05 88

5.1.8. Fax number +4822 860 05 48

5.1.9. Email _____

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

All phone calls to the phone number indicated in section 5.1.7 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 _____

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

- 5.2.6.
- 5.2.7. Phone number
- 5.2.8. Fax number
- 5.2.9. Email
- 5.2.10. Postal address (for correspondence) _____

6. Language and Applicable Law

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

7. Dispute Resolution

- 7.1. Any dispute arising out of or in connection with the SSA or this Framework SSA, including disputes concerning payments, shall first be resolved through negotiations and the Parties agree to use every possible effort to this end.
- 7.2. If, despite the undertaken efforts, the resolution of a dispute through negotiations proves impossible within 30 days from the start of the negotiations, the dispute shall be referred for resolution to the Arbitration Tribunal at the Chamber of Gas Industry in Warsaw, unless the jurisdiction over such dispute is exclusively vested in the President of the Energy Regulatory Office, or any other authority. The occurrence or existence of a dispute concerning this Framework SSA, or any SSAs concluded hereunder, shall not release the Parties from the obligation to perform obligations under this Framework SSA and any SSAs concluded hereunder.

8. Final Provisions

- 8.1. Any amendments to this Framework SSA, as well as to the SSA concluded on its basis, as well as its termination or a rescission therefrom shall be made in writing, otherwise being null and void, subject to the following provisions.
- 8.2. GTC constitute an Appendix to the Framework Storage Services Agreement and an integral part of the Framework Storage Services Agreement and the Storage Services Agreement concluded on its basis. GTC constitute a standard contract within the meaning of Art. 384 of the Act of 23 April 1964 Civil Code. By signing the Framework Storage Services Agreement, the Storage Customer confirms that the applicable GTC have been delivered to him. The change of the GTC takes place in the manner specified in the GTC.
- 8.3. The amendments to the Storage Code come into force and become binding for the Parties in the manner specified in the Energy Law and the Storage Code.

8.4. The Tariff is changed in the manner specified in the Energy Law.

Storage Customer	SSO
------------------	-----

Appendix: General Terms and Conditions of the Storage Services Agreement

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

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

Storage Customer

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

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

Storage Customer

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

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

STANDARD FORM

STORAGE SERVICES AGREEMENT

concluded through the Application procedure on the basis of a Framework

SSA

(hereinafter referred to as Short-Term SSA / Long-Term 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. The Object of the Storage Services Agreement

1.1. This Short-Term SSA / Long-Term SSA* (hereinafter the "**SSA**") is concluded on the basis of the Framework SSA dated _____ between the Parties, and on the basis of the Storage Code. By signing the SSA, the Storage Customer accepts all the provisions of the Storage Code and General Terms and Conditions of the Storage Services Agreement (the "GTC"). Capitalised terms used in the SSA shall have the meanings assigned to them in the Storage Code.

1.2. The SSO undertakes to provide Storage Services to the Storage Customer at the GSF Kawerna / GSF Sanok / Storage Facility of UGS Wierzchowice / *, comprising:

- (a) 1 Bundled Unit / ____ Bundled Units *
- (b) 1 Reverse Storage Service Bundled Unit / ____ Reverse Storage Service Bundled Units / *
- (c) 1 Flexible Bundled Unit / ____ Flexible Bundled Units *, comprising:
 - a. ____ kWh/h of Injection Capacity,
 - b. ____ kWh/h of Withdrawal Capacity.
- (d) 1 Reverse Storage Service Flexible Bundled Unit / ____ Reverse Storage Service Flexible Bundled Units *, including:
 - a. ____ kWh/h of Injection Capacity,
 - b. ____ kWh/h of Withdrawal Capacity
- (e) Unbundled Storage Service comprising:
 - a. ____ kWh of Working Volume *
 - b. ____ kWh/h of Injection Capacity *
 - c. ____ kWh/h of Withdrawal Capacity *.

1.3. The SSO undertakes to provide Storage Services to the Storage Customer for a period from the beginning of the Gas Day starting on _____ to the end of the Gas Day starting on _____.

1.4. The SSO undertakes to provide Firm / Interruptible Storage Services to the Storage Customer *.

2. Tariff Group

2.1. At the time of executing this Agreement, the Storage Customer has been classified into the tariff group _____.

2.2. A change of the tariff group may be made in accordance with the principles set out in the Tariff.

Storage Customer

SSO

STANDARD FORM

**DAY-AHEAD
STORAGE SERVICES AGREEMENT
(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 Code

- 1.1. This Day-Ahead Storage Services Agreement has been executed on the basis of the Storage Code. By signing this Day-Ahead Storage Services Agreement the Storage Customer accepts all the provisions of the Storage Code and General Terms and Conditions of the Storage Services Agreement (the "GTC").
- 1.2. All capitalised terms used in this Day-Ahead SSA shall have the meanings assigned to them in the Storage Code.

2. The Object of the Storage Services Agreement

- 2.1. The SSO hereby undertakes to provide the Day-Ahead Storage Service 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 Storage Code and GTC and undertakes to make timely payments of the charges due to SSO and applied in accordance with the Tariff and the Storage Code.
- 2.3. The currently applicable the Storage Code, GTC and the Tariff are published by SSO on the SSO's website.

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 Storage Code. 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 Storage Code.
- 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 _____

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

- 5.1.6. UGS Dispatching Center
- 5.1.7. Phone number +4822 860 05 88
- 5.1.8. Fax number +4822 860 05 48
- 5.1.9. Email
- 5.1.10. Postal address (for correspondence) Aleja Jana Pawła II 70, 00-175 Warsaw, Poland

All phone calls to the phone number indicated in section 5.1.7 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 _____

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

- 5.2.6. _____
- 5.2.7. Phone number _____
- 5.2.8. Fax number _____
- 5.2.9. Email _____
- 5.2.10. 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 obligations hereunder.

8. Final provisions

- 8.1. Any amendment of this Day-Ahead SSA, or its termination, or withdrawal here from, shall be made in writing, otherwise being null and void, subject to the following provisions.
- 8.2. The GTC constitute an Appendix to the Daily Storage Services Agreement and its integral part. The GTC constitute a standard contract within the meaning of Art. 384 of the Act of 23 April 1964 Civil Code. By signing the Framework Storage Services Agreement, the Storage Customer confirms that the applicable GTC have been delivered to him
- 8.3. The change of the GTC takes place in the manner specified in the GTC.
- 8.4. The amendments to the Storage Code come into force and become binding for the Parties in the manner specified in the Energy Law and the Storage Code.
- 8.5. The Tariff is changed in the manner specified in the Energy Law.
- 8.6. Either the SSO or the Storage Customer may terminate this Day-Ahead SSA at any time, with one month's notice, effective at the end of the next month.
- 8.7. The termination of the Day-Ahead SSA may be done without stating the reasons.

Storage Customer

SSO

Appendix: General Terms and Conditions of the Storage Services Agreement

**FORM OF
PERFORMANCE BOND**
(FORM OF BANK OR INSURANCE GUARANTEE)

place, date

To:

**Gas Storage Poland Sp. z o.o. having its registered
office in Dębogórze
(hereinafter the "Beneficiary")**

Bank/Insurance Guarantee No.

We have become aware that the Beneficiary executed/intends to execute* a Gas Storage Services Agreement (the "SSA") (No. ____ dated ____ *) with _____ (the "Storage Customer").

Accordingly, we [the bank / insurance company] * (the "Guarantor") hereby guarantee the payment by the Storage Customer of all amounts due to the Beneficiary in connection with the execution and performance of the SSA, including any amounts due in connection with a breach thereof by the Storage Customer. We [the bank / insurance company] * irrevocably and unconditionally undertake to pay on the first demand of the Beneficiary, without any objection or protest, any amount up to a total of PLN _____ (say: _____ zlotys) upon the receipt of:

1. the Beneficiary's written request for payment, and
2. the Beneficiary's written statement on the Storage Customer's default under the SSA, with a copy of the notice given the Storage Customer concerning such default.

For the purposes of the identification of the Beneficiary, the written request for payment of the guarantee amount must be submitted to us together with supporting documents to confirm that the signatures on the request have been affixed by the Beneficiary's authorised signatories.

The payment under this guarantee shall be made by the Guarantor within 10 days of the receipt of the above-mentioned request for payment by the Guarantor.

This guarantee is valid from the date of issue until _____. Upon expiry, this guarantee document should be returned to us. The rights of the Beneficiary hereunder are not assignable to any third party. Any payment made by us under this guarantee will reduce our commitment accordingly.

This guarantee is governed by Polish law.

SIGNATURE

SEAL OF THE BANK/INSURER

DATE

* delete if not applicable

(FORM OF SURETYSHIP AGREEMENT)

This Surety Agreement was executed on _____

by and between:

hereinafter the Surety

and

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

hereinafter the SSO

1. This surety agreement is executed in connection with the execution/intended execution* by the SSO of a Storage Services Agreement (the "SSA") (No. _____, dated _____ *) with _____ (the "Storage Customer").
2. The Surety hereby guarantees the performance by the Storage Customer of any and all financial obligations towards the SSO related to the execution and performance of the SSA, including the payment of financial obligations of the Storage Customer related to the improper performance of the SSA by the Storage Customer up to the total amount of _____ (in words: _____ zlotys),.
3. In the event that the Storage Customer fails to perform, either in part or in full, the obligations referred to in clause 2 above, the Surety hereby undertakes to pay upon the first demand of the SSO, each amount up to _____ (in words: (_____ zlotys) upon the receipt of the following documents from the SSO:
 - 3.1 the Beneficiary's written request for payment, and
 - 3.2 the SSO's written statement on the Storage Customer's default under the SSA, with a copy of the notice given the Storage Customer concerning such default.
4. The payment under this suretyship shall be made by the Surety within 10 days of the receipt of the above-mentioned request for payment by the Surety.
5. The Suretyship is granted for a period starting on the date of signing of the agreement by the Surety until the day of __ ____.
6. The SSO's rights hereunder are not assignable to any third party.
7. This agreement is governed by Polish law. Any matters not regulated by this agreement shall be governed by the regulations of the Civil Code.
8. Any disputes that may arise as a result of or in connection with this contract shall be submitted to the competent Polish court in Warsaw.

Signatures of the Parties:

For the Surety

For the SSO:

STANDARD FORM

DECLARATION OF THE INTENTION TO CREATE A MANDATORY STOCK

Acting on behalf of _____ having its registered office in _____ (the "Applicant"), we hereby declare that the application dated _____ concerning the execution of a SSA is being submitted by the Applicant for the purpose of creating a mandatory stock representing the volume of _____ kWh for the period from _____ until _____ in accordance with the Stockpiling Act.

We further undertake to submit an application to the President of ERO to obtain a decision concerning the determination/ validation* of the quantity of the stocks corresponding to the volume and period specified above, and to deliver a copy of this application to SSO. Upon obtaining the final decision of the President of ERO concerning the determination / validation* of the quantity of the stocks, we undertake to promptly present it to SSO.

We hereby agree that this declaration may be presented for the information of the President of ERO.

_____ (place) _____ (date)

_____ (signature of Applicant's authorised representative)

<p>* delete if not applicable</p>

STANDARD FORM

DECLARATION ON LEGAL TITLE TO GAS

Acting on behalf of _____ (the "Applicant") we hereby declare that the Gas to be injected to the Storage Facility/to the Group of Storage Facilities under the SSA contemplated in the application of _____ in the quantity of _____ kWh is, or at the time of injection will be:

1) the property of the Applicant*,

2) _____

(please specify a different title of the Applicant to the Gas, other than ownership)*.

_____ (place) _____ (date)

_____ (signature of Applicant's authorised representative)

STANDARD FORM
**DECLARATION CONTAINING THE OFFER TO SELL GAS
TOGETHER WITH AUTHORISATION FOR SSO TO HOLD
THE SALE PROCEDURE ¹**

Acting on behalf of _____
("Applicant"), in connection with the application for/conclusion of the Storage Services Agreement ("SSA") dated _____, / the intention to participate in and conclude a SSA through the Auction procedure*² as the owner of the Gaseous Fuel which is to be/has been* injected into the Storage Facility or Group of Storage Facilities under the SSA, I hereby:

- I. present an irrevocable offer to sell the Gaseous Fuel that will be injected to the Storage Facility or Group of Storage Facilities under the SSA and will not be withdrawn by the Applicant from the same facility or group of facilities despite the expiry or termination of the SSA, provided that:
 - 1) this offer is addressed to:
 - Storage Customers that are eligible to Storage Capacity required to continue the storage of the Gaseous Fuel being subject to the offer in the Storage Facility or Group of Storage Facilities, or to withdraw such Gaseous Fuel from the Storage Facility or Group of Storage Facilities, and fulfil the requirements specified for the procedure for the sale of Gaseous Fuel as stipulated in the Storage Code;
 - to other entities that meet the formal and legal requirements specified in the Storage Code;
 - 2) this offer shall start to be binding upon the Applicant on the date of its publication by the SSO on the OIP;
 - 3) this offer shall cease to be binding upon the Applicant after the lapse of 12 months of the date of its publication by the SSO on the OIP;
 - 4) the selling price for the Gaseous Fuel shall be either 80% or 100% of the price set out in the Applicant's tariff or the Reference Gas Price, as determined in accordance with the Storage Code, depending on the procedure applicable to the termination or expiry

¹ Capitalised terms shall be understood in accordance with the definitions contained in the current Storage Code

² *delete if not applicable

of the SSA, and shall be conclusively established by the SSO and published together with the remaining contents of this offer;

- 5) the detailed procedure for the sale of Gaseous Fuel shall be carried out by the SSO in accordance with the provisions of the Storage Code.
- II. irrevocably authorise Gas Storage Poland Sp. z o. o. having its registered office in Dębogórze to:
- 1) publish the contents of the above offer on the SSO's website in case when upon the expiry or termination of the SSA any Gaseous Fuel of the Applicant injected under the SSA remains in the Storage Facility or Group of Storage Facilities, except for case when another SSA has been concluded with the Applicant and such SSA constitutes the basis for continued storage by the SSO of the quantities of Gaseous Fuel left by the Applicant in the Storage Facility or Group of Storage Facilities and its withdrawal by the Applicant;
 - 2) take any measures as necessary to procure the sale of the untaken Gaseous Fuel referred to above in clause 1), and in particular to hold the procedure for sale of such volumes in accordance with the provisions of the Storage Code;
 - 3) issue a correct VAT invoice to the purchaser of on behalf of the Applicant confirming the sale of the untaken Gaseous Fuel, within the time-frame stipulated by the applicable tax legislation;
 - 4) collect from the purchaser, on behalf of the Applicant, the price due in respect of the sale of Gaseous Fuel effected under the above-described procedure,
 - 5) make the transfer of the amount received from the buyer of Gaseous Fuel for the benefit of the Applicant, less any unsatisfied claims owing to the SSO from the Applicant and arising under the SSA, including any claims in respect of the payment of charges related to the termination or expiry of such SSA.

_____ (place) _____ (date)

_____ (signature of Applicant's authorised representative)

STANDARD FORM

DECLARATION CONTAINING THE OFFER TO SELL GAS TOGETHER WITH AUTHORISATION FOR THE SSO TO HOLD THE SALE PROCEDURE

**(to be presented by the owner of Gaseous Fuel other than
the Applicant or Storage Customer) ¹**

Acting on behalf of _____, NIP: _____
("Owner"), in connection with:

- 1) the application of _____
("Applicant") dated ____ ____ ____ for the conclusion of a Storage Services Agreement ("SSA") for the period of _____ in the Storage Facility or Group of Storage Facilities _____, /
- 2) the intention of _____ ("**Applicant**") to participate in and conclude a SSA through the Auction procedure; /
- 3) the purchase of Gaseous Fuel in the amount of ____ kept in the Storage Facility or in the Group of Storage Facilities _____ under the Storage Services Agreement concluded on ____ ____ ____ year for the period of _____ ("**SSA**") with _____ ("**Storage Customer**"), *.

as the owner of the Gaseous Fuel that is to be/has been* injected into the Storage Facility or into the Group of Storage Facilities _____ under the SSA:

- I. we hereby express our consent to the execution of the SSA by the Applicant*,
- II. present an irrevocable offer to sell any Gaseous Fuel that is to be / has been* injected to the Storage Facility or Group of Storage Facilities under the SSA and will not have been withdrawn by the Applicant from the same facility or group of facilities despite the expiry or termination of the SSA, provided that:
 - 1) this offer is addressed to:

¹ Capitalised terms shall be understood in accordance with the definitions contained in the current Storage Code

* delete if not applicable

- Storage Customers that are eligible to Storage Capacity required to continue the storage of the Gaseous Fuel being subject to the offer in the Storage Facility or Group of Storage Facilities, or to withdraw such Gaseous Fuel from the Storage Facility or Group of Storage Facilities, and fulfil the requirements specified for the procedure for the sale of Gaseous Fuel as stipulated in the Storage Code;
 - to other entities that meet the formal and legal requirements specified in the Storage Code;
- 2) this offer shall start to be binding upon the Owner on the date of its publication by the SSO on the OIP;
 - 3) this offer shall cease to be binding upon the Owner after the lapse of 12 months of the date of its publication by the SSO on the OIP;
 - 4) the selling price for the Gaseous Fuel shall be either 80% or 100% of the price set out in the Owner's tariff or the Reference Gas Price, as determined in accordance with the Storage Code, depending on the procedure applicable to the termination or expiry of the SSA, and shall be conclusively established by the SSO and published together with the remaining contents of this offer;
 - 5) the detailed procedure for the sale of Gaseous Fuel shall be carried out by the SSO in accordance with the provisions of the Storage Code.
- III. irrevocably authorise Gas Storage Poland Sp. z o.o. having its registered office in Dębogórze to:
- 1) publish the contents of the above offer on the SSO's website in case when upon the expiry or termination of the SSA any Gaseous Fuel of the Owner injected under the SSA remains in the Storage Facility or Group of Storage Facilities, except for case when another SSA has been concluded and such SSA constitutes the basis for continued storage by the SSO of the quantities of Gaseous Fuel left by the Applicant in the Storage Facility or Group of Storage Facilities and its withdrawal by the Applicant;
 - 2) take any measures as necessary to procure the sale of the untaken Gaseous Fuel referred to above in clause 1), and in particular to hold the procedure for sale of such volumes in accordance with the provisions of the Storage Code;
 - 3) issue a correct VAT invoice to the purchaser of on behalf of the Owner confirming the sale of the untaken Gaseous Fuel, within the time-frame stipulated by the applicable tax legislation;

- 4) collect from the purchaser, on behalf of the Owner, the price due in respect of the sale of Gaseous Fuel effected under the above-described procedure,
- 5) make the transfer of the amount received from the buyer of Gaseous Fuel for the benefit of the Owner, less any unsatisfied claims owing to the SSO from the Applicant and arising under the SSA, including any claims in respect of the payment of charges related to the termination or expiry of such SSA.

_____ (place) _____ (date)

_____ (signature of Applicant's authorised representative)

PRIVACY NOTICE
CONCERNING THE PROCESSING OF PERSONAL DATA
OF THE CUSTOMERS OF GAS STORAGE POLAND SP. Z O.O.

In accordance with Article 13(1) and (2) of 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 (hereinafter the "GDPR"), this is to inform you that:

1. The Controller of your personal data is Gas Storage Poland sp. z o.o. (GSP) with its registered office in Dębogórze, ul. Rumska 28.
2. Contact with GSP is possible via e-mail to gsp@gas-storage.pl or in writing to: Gas Storage Poland sp. z o.o., Warsaw Office, Al. Jana Pawła II 70, 00-175 Warsaw.
3. The Company has appointed a Data Protection Officer who can be contacted at the location of Gas Storage Poland sp. z o.o., Al. Jana Pawła II 70.00, 00-175 Warsaw and at the following e-mail address: iodo@gas-storage.pl
4. Your personal data will be processed:
 - a) for the purposes of performance of an agreement concluded with your, or to undertake actions aimed at its conclusion, the legal basis for processing of your personal data being Article 6(1)(b) GDPR;
 - b) for the purposes of fulfilling the legal obligations of GSP under other generally applicable laws, including specifically those related to accounting and tax law, the legal basis for the processing being Article 6(1)(c) of the GDPR;
 - c) for the purposes of asserting, pursuing or defending against claims, if any, the legal basis for the processing of your data being the legitimate interest of GSP (Article 6(1)(f) of the GDPR); the legitimate interest is to allow GSP to pursue or defend against claims related to the procurement procedure and the performance of the Agreement concluded with yourself.
5. Your personal data will be processed for the period necessary to perform the agreement or for the period resulting from the generally applicable legal regulations, in particular tax regulations. The processing period may be extended from time to time by the period of limitation of claims, if the processing of personal data is necessary for GSP to pursue possible claims or defend against such claims.
6. The recipient of your personal data will or may be:
 - a) third party law firms;
 - b) providers of support services in respect of the GSP's IT system;

- c) providers of accounting services;
 - d) eligible entities upon their justified request conforming to the generally applicable legal regulations;
7. You have the right to access the content of the data and to request their rectification, erasure, restriction of the processing, the right to transfer the data, as well as the right to object to the processing of the data. under Article 21(1) GDPR on grounds relating to your particular situation.
 8. You also have the right to file a complaint with the supervisory authority responsible for personal data protection (in Poland to the President of the Office for Personal Data Protection), if you find that the processing of personal data violates the provisions on personal data protection, and specifically the GDPR.
 9. The provision of personal data is a condition for the conclusion of a SSA and is necessary for the use of services provided electronically on the SSP; consequently, a refusal to provide data will preclude the execution and performance of the SSA.
 10. No automated decisions, including those based on profiling, shall be taken based on the data provided by you.

PRIVACY NOTICE
ON THE PROCESSING OF PERSONAL DATA OF AGENTS, EMPLOYEES AND
ASSOCIATES OF THE CUSTOMERS OF
GAS STORAGE POLAND SP. Z O.O.

In accordance with Article 14 of 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 (hereinafter the "GDPR"), this is to inform you that:

1. The Controller of your personal data is Gas Storage Poland sp. z o.o. (GSP) with its registered office in Dębogórze, ul. Rumska 28;
2. Contact with GSP is possible via e-mail to gsp@gas-storage.pl or in writing to: Gas Storage Poland sp. z o.o., Warsaw Office, Al. Jana Pawła II 70, 00-175 Warsaw.
3. GSP has appointed a Data Protection Officer who can be contacted at the location of Gas Storage Poland sp. z o.o., Al. Jana Pawła II 70.00, 00-175 Warsaw and at the following e-mail address: iodo@gas-storage.pl
4. Your personal data has been disclosed by the customer of GSP on whose behalf you are acting in relation to GSP (as an agent/employee or associate of the customer of GSP).
5. The scope of your personal data that may be processed by GSP includes:
 - a) First name and surname;
 - b) PESEL number or passport number (if no PESEL number has been assigned);
 - c) E-mail address;
 - d) Contact phone number
 - e) Position.
6. Your personal data will be processed:
 - a) for the purposes of performance of an agreement between GSP and the customer on whose behalf you act, or to undertake actions aimed at its conclusion, the legal basis for the processing being a legitimate interest of GSP and of that entity (Article 6(1)(f) of the GDPR); the legitimate interest is to ensure reliable identification of the customer and the party it is represented by.
 - b) for the purposes of asserting, pursuing or defending against claims, if any, the legal basis for the processing being the legitimate interest of GSP (Article 6(1)(f) of the GDPR); the legitimate interest is to allow GSP to pursue or defend against claims related to the procurement procedure and the performance of an agreement.
7. Your personal data will be stored for the period necessary for the performance of the agreement. The processing period may be extended from time to time by the period of

limitation of claims, if the processing of personal data is necessary for GSP to pursue possible claims or defend against such claims.

8. The recipient of your personal data will or may be:
 - a) third party law firms;
 - b) providers of support services in respect of the GSP's IT system;
 - c) providers of accounting services;
 - d) eligible entities upon their justified request conforming to the generally applicable legal regulations;
9. You have the right to access the content of the data and to request their rectification, erasure, restriction of the processing as well as the right to object to the processing of the data. under Article 21(1) GDPR on grounds relating to your particular situation.
10. You also have the right to file a complaint with the supervisory authority responsible for personal data protection (in Poland to the President of the Office for Personal Data Protection), if you find that the processing of personal data violates the provisions on personal data protection, and specifically the GDPR.
11. No automated decisions, including those based on profiling, shall be taken based on the data provided by you.

DESCRIPTION OF THE DRAW PROCEDURE

1.1. Scope of application

- 1.1.1. This procedure (“the Procedure”) shall be applicable in all cases referred in the Storage Code when the draw is conducted outside of the System (outside of the SSP), in particular when, due to a failure or faulty operation of the System, it is not possible to carry out automatic draw in the System.
- 1.1.2. The capitalized terms used in the Procedure have the meaning given to them in the Storage Code.

1.2. Venue of the Draw

- 1.2.1. The draw takes place at the registered office of SSO.
- 1.2.2. The date and venue of the draw are communicated to the participants of the draw¹ by registered mail, courier service, or by electronic mail. The notice indicates the starting time of the draw and detailed address including the designation of the building and room where the draw is to be held.

1.3. Committee

- 1.3.1. A committee is appointed to oversee the correct execution of the draw.
- 1.3.2. The committee is composed of two duly authorised representatives of SSO provided that at least one of these representatives shall be a legal counsel or an advocate.
- 1.3.3. The SSO representatives are responsible for organising the draw, including the necessary technical infrastructure for the draw, and for taking the minutes.
- 1.3.4. The legal counsel or the advocate conducts the draw, performs individual draws and oversees the formal and legal correctness of the draw procedure.

1.4. Draw

- 1.4.1. The participants of the draw, or their representatives, should arrive at the venue no later than at the time indicated in the notice under the pain of not being allowed to observe the draw. The observation of the draw cannot be refused despite a delayed arrival, provided that the draw has not started yet.
- 1.4.2. The draw procedure is to be opened by the legal counsel or the advocate who orders the attendance record to be prepared. The draw observers are required to demonstrate

¹ Applicants or Storage Customers, depending on the type of draw.

their authorisation to represent the participants of the draw. Copies of the documents evidencing such authorisation are to be enclosed to the attendance record.

- 1.4.3. Then, the legal counsel orders/ the advocate that cards for drawing be prepared. A participant's name is placed on each card. The cards are placed in identical, closed, unmarked envelopes and put into a transparent box.
- 1.4.4. After stirring the envelopes in the box, the legal counsel/the advocate proceeds with the draw by taking out one envelope from the box. After opening the drawn envelope, the legal counsel/the advocate publicly announces the result of the draw.
- 1.4.5. In case of a necessity to execute another draw, the envelopes are reinserted to the box and the procedure described in section 1.3.4. is repeated. The previously drawn card should be placed in a new envelope to make sure that it cannot be distinguished from the others.
- 1.4.6. After all the necessary draws have been held, the legal counsel/ the advocate closes the draw.

1.5. Documentation of the Draw

- 1.5.1. A report containing the results of the draw shall be drawn up to document the course of the draw, and the attendance record is appended thereto.
- 1.5.2. The minutes are signed by the SSO representatives.