



**STORAGE  
SERVICE RULES  
version 004 of 1 April 2022**

**mark-up text**

The Polish language version shall be binding and the English language version is for information only.

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

## **STORAGE SERVICE RULES.....**

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## **PART I           USE OF THE STORAGE SYSTEM**

### **Section 1 Provisions concerning the Rules**

#### **1.1. Definitions and units**

##### **1.1.1. Definitions**

To the extent not defined in this clause, the terms used in these Rules shall have the meanings assigned to them in the Energy Law Act and the related secondary legislation.

**90/40 Storage Service**           a Firm Long-Term Storage Service or Short-Term Storage Service provided to Storage Customers in the GSF Kawerna in the form of a Bundled Unit with technical parameters ensuring the possibility of injecting Gaseous Fuel within up to 90 Gas Days and withdrawing Gaseous Fuel within up to 40 Gas Days, as applicable according to the Technical Specifications of the GSF Kawerna

**[Act on Strategic Reserves](#)**           **[The Act of 17 December 2020 on strategic reserves \(Journal of Laws of 2021, item 255, as amended\).](#)**

**Additional Injection Capacity**           capacity for the injection of Gaseous Fuel to the Storage Facility, or a Group of Storage Facilities, exceeding the Nominal Injection Capacity, which arises as a result of the injection of Gaseous Fuel with a Gross Calorific Value higher than the Reference Gross Calorific Value to the Storage Facility, or the Group of Storage Facilities

**Additional Withdrawal Capacity**           capacity for the withdrawal of Gaseous Fuel from the Storage Facility, or a Group of Storage Facilities, exceeding the Nominal Withdrawal Capacity, which arises as a result of the withdrawal of Gaseous Fuel with a Gross Calorific Value higher than the Reference Gross Calorific Value from the Storage Facility, or the Group of Storage Facilities

<b>Additional Working Volume</b>	working volume in excess of the Working Volume, which arises upon the injection of Gaseous Fuel with a Gross Calorific Value higher than the Reference Gross Calorific Value to the Storage Facility or a Group of Storage Facilities
<b>Agency for the Cooperation of Energy Regulators (ACER)</b>	The Agency for the Cooperation of Energy Regulators established by virtue of Regulation of the European Parliament and the Council (EC) No 713/2009
<b>Allocation</b>	the assignment of the quantities of Gaseous Fuel delivered for injection to or taken from a Storage Facility, or a Group of Storage Facilities, expressed in kWh, to individual Storage Customers
<b>Allocation Price</b>	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
<b>Applicant</b>	an entity seeking to enter into a SSA
<b>Application for a SSA (Application)</b>	an application submitted in the course of the Application Procedure according to the terms set out in the Rules and the SSP Terms and Conditions, to obtain the allocation of Storage Capacity offered in that procedure and conclude a SSA;
<b>Application Procedure</b>	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 the SSP Terms and Conditions;
<b>Auction</b>	procedure for allocating Storage Capacity through an auction procedure regulated by the Rules and the SSP Terms and Conditions

<b>Autumn Maintenance Downtime Period</b>	a Downtime Period occurring between the Injection Period and the Withdrawal Period, the starting and ending date of which is determined by the SSO subject to the principles set out in these Rules during which neither injection nor withdrawal of Gaseous Fuel is possible
<b>Bid</b>	a bid made in the Auction procedure by a Shipper in order to obtain allocation of the Storage Capacity and conclude a SSA, conforming to the conditions set forth in these SSP Terms and Conditions
<b>Bundled Unit</b>	a portion of Working Volume together with the corresponding Withdrawal Capacity and Injection Capacity, which are offered jointly to Storage Customers by the SSO, where the specific values of and ratios between these parameters are set forth in the Technical Specifications for the Storage Facility or a Group of Storage Facilities
<b>Business Day</b>	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 (consolidated text in Journal of Laws of 2015 No. 0, item 90, as amended)
<b>Capacity Allocation</b>	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 the SSP Terms and Conditions;
<b>Capacity Limit</b>	amount of Storage Capacity offered in the given Auction or a given Application Procedure
<b>CC Charges</b>	the Contractual Congestion Charges chargeable in accordance to the principles set out in clause 5.5 of these Rules.
<b>Centralised European Registry for Energy</b>	registration system user market in accordance with Article 9(2) of the REMIT Regulation

**Market Participants  
(CEREMP)**

<b>Cluster</b>	a defined 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;
<b>Conditional SSA</b>	a Long-Term SSA or Short-Term SSA executed subject to a condition precedent stipulating that certain conditions specified therein are fulfilled by a specific date set forth in these Rules and falling before the commencement of Storage Services
<b>Confidential Information</b>	any information contained in the SSA, or obtained in connection with its negotiation, execution or performance, as well as the data covered by the decision of the President of ERO allowing their non-disclosure in accordance with Article 19(4) of Regulation (EC) No 715/2009, except for the information disclosed in accordance with the Rules
<b>Contractual Congestion</b>	constraints on the provision of Storage Services resulting from the Working Volume, Injection Capacity or Withdrawal Capacity ordered by a Storage Customer, either as part of a Bundled Unit or on an unbundled basis, being greater than the volumes or capacities actually used by such Storage Customer
<b>CUGS</b>	cavern underground gas storage (CUGS Mogilno or CUGS Kosakowo)
<b>Day-Ahead SSA</b>	a framework SSA concerning solely the use of Day-Ahead Storage Services
<b>Day-Ahead Storage Service</b>	an Unbundled Storage Service which is simultaneously a Short-Term Storage Service and Firm Storage Service, provided to a Storage Customer pursuant to a SSA



concluded with the Storage Customer, offered for the next Gas Day.

**Intraday Storage Service** an Unbundled Interruptible Storage Service provided as an additional service to Storage Customers on the basis of an approved Renomination, offered in the current or the following Gas Day in case when it becomes possible for the SSO to offer unused Nominal Injection Capacity or unused Nominal Withdrawal Capacity, but excluding the Extension of Offered Services

**Downtime Period** a period when there is no possibility, or a limited possibility of:

- injecting Gaseous Fuel to a Storage Facility or a Group of Storage Facilities
- withdrawing Gaseous Fuel from a Storage Facility or a Group of Storage Facilities

**Emergency Situation** a situation where a Storage Facility or any networks, facilities or plant connected thereto, directly or indirectly, lose their technical service capability, either entirely or in part, or where there is a direct danger to life, health, property or the environment, or where there is a sudden need to prevent, counteract or remedy such dangers, if such situation leads to constraints in the injection, storage or withdrawal of Gaseous Fuel

**Energy Law Act** the Energy Law Act of 10 April 1997 (consolidated text in Journal of Laws of 2020, item 833, as amended),

**Entry Points ( $PWE_{osm}$ )** points of entry to the Transmission System at an interconnection with Storage Facilities or Groups of Storage Facilities, i.e. entry points with undefined physical location for which the Transportation Ability Allocation is made

**Exit Points ( $PWY_{osm}$ )** points of exit from the Transmission System at an interconnection with Storage Facilities or Groups of Storage Facilities, i.e. exit points with undefined physical

	location for which the Transportation Ability Allocation is made
<b>Extension of Offered Services</b>	the offering, on a separate basis, of Additional Working Volume, Additional Withdrawal Capacity or Additional Injection Capacity to the Storage Customer, in case when the Gross Calorific Value of Gaseous Fuel injected to or withdrawn from the Storage Facility or a Group of Storage Facilities is higher than the Reference Gross Calorific Value
<b>Firm SSA</b>	a SSA providing for a Firm Storage Service
<b>Firm Storage Service</b>	a Storage Service whereby the SSO provides a Storage Customer with the capability to continuously inject Gaseous Fuel into and withdraw Gaseous Fuel from a Storage Facility or a Group of Storage Facilities in accordance with approved Nominations and Renominations and to the extent of the Injection Capacity and Withdrawal Capacity assigned to the Storage Customer, subject to the relevant provisions of the SSA and these Rules
<b>Flexible Bundled Unit</b>	a combination of Unbundled Storage Services offered according to a proportion predefined by the SSO, where the specific values of and ratios between the relevant parameters are set forth in the Technical Specifications for the Storage Facility or a Group of Storage Facilities.
<b>Framework SSA</b>	a SSA establishing the conditions for the execution of Short-Term SSAs or Long-Term SSAs thereunder
<b>Gas Day</b>	a period from 6:00 am on a given day until 6:00 am of the following day
<b>Gas Month</b>	a period from 6:00 am on the first day of a given month until 6:00 am of the first day of the following month
<b>Gas Week</b>	a period from 6:00 am on Monday of a given week until 6:00 am of Monday of the following week

<b>Gaseous Fuel</b>	high-methane natural gas (class E) delivered for injection or offtaken from a Storage Facility or a Group of Storage Facilities and stored in a Storage Facility or a Group of Storage Facilities, which conforms to the quality requirements set out in the Network Code
<b>GSF Sanok</b>	A Group of Storage Facilities comprising the Storage Facilities of UGS Husów, UGS Strachocina, UGS Swarzędów and UGS Brzeźnica
<b>GSF Kawerna</b>	A Group of Storage Facilities comprising the Storage Facilities of: CUGS Mogilno and CUGS Kosakowo
<b>Gross Calorific Value</b>	Gross calorific value $H_{SN}$ [298.15 K, 101.325 kPa, V (273.15 K, 101.325.325kPa)] – the amount of heat that would be released as a result of complete combustion of a certain volume of Gaseous Fuel in air, assuming that the reaction takes place under a constant pressure of 101.325 kPa, all the products of combustion, except for water, are in gaseous state, the water formed in the process of combustion has condensed and all the products of combustion (both those in the gaseous state and the water in liquid state) are brought to the original temperature of the substrates, i.e. 298.15K.
<b>Group of Storage Facilities</b>	Storage Facilities grouped together so as to enable their combined operation as a group in terms of: <ul style="list-style-type: none"> <li>• determination and offering of Storage Capacity by the SSO,</li> <li>• definition of combined withdrawal and injection curves,</li> <li>• existence of separate points <math>PWY_{OSM}</math> and <math>PWE_{OSM}</math></li> </ul>
<b>Injection Capacity</b>	maximum value of Nominal Injection Capacity
<b>Injection Period</b>	the period in a Storage Year between the Spring and Autumn Maintenance Downtime Periods during which Storage Customers may deliver Gaseous Fuel to the SSO for injection into a Storage Facility or a Group of Storage Facilities, subject to Reverse Storage Service

<b>Implementing Regulation of the Commission (EU) No 1348/2014</b>	The Implementing Regulation of the Commission (EU) No 1348/2014 of 17 December 2014 on data transmission, implementing Article 8 Sections 2 and 6 of the European Parliament and of the Council (EU) no. 1227/2011 on the wholesale energy market integrity and transparency (OJ L. 2014 363/121)
<b>Integrated Undertaking</b>	a vertically integrated company within the meaning of Article 3.12 point a) of the Energy Law Act, whose structure comprises the SSO and Polskie Górnictwo Naftowe i Gazownictwo S.A. having its registered office in Warsaw
<b>Interconnection Physical Entry Points (MFPWE<sub>OSM</sub>)</b>	interconnection physical points of entry to the Transmission System at interconnections with Storage Facilities
<b>Interconnection Physical Exit Points (MFPWY<sub>OSM</sub>)</b>	interconnection physical points of exit from the Transmission System at interconnections with Storage Facilities,
<b>Interoperator Transmission Contract (ITC)</b>	a contract for the provision of transmission service entered into between the SSO and the TSO and specifying detailed terms and ways of cooperation between the parties
<b>Interruptible SSA</b>	a SSA providing for an Interruptible Storage Service
<b>Interruptible Storage Service</b>	a Storage Service whereby the SSO may interrupt or restrict Gaseous Fuel withdrawal or injection from or to the Storage Facility or a Group of Storage Facilities in cases and at time set out in a SSA or the Rules.
<b>Long-Term SSA</b>	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
<b>Long-Term Storage Service</b>	a Storage Service provided on the basis of a Long-Term SSA

<b>Minimum Injection Capacity</b>	minimum value of Nominal Injection Capacity
<b>Minimum Price</b>	the rate of charge for the provision of the Storage Service, determined in accordance with the applicable Tariff
<b>Minimum Withdrawal Capacity</b>	minimum value of Nominal Withdrawal Capacity
<b>Monthly Storage Service</b>	a Short-Term Storage Service provided on the basis of a Short-Term SSA entered into for a term ranging from 1 to 11 consecutive Gas Months
<b>m<sup>3</sup></b>	a cubic metre of dry Gaseous Fuel under the reference conditions, i.e. absolute pressure of 101.325 kPa and temperature of 273.15K
<b>Network Code</b>	The Transmission Network Code of Gas Transmission Operator GAZ-SYSTEM S.A. approved and implemented in accordance with the Energy Law Act in force
<b>New Storage Capacity</b>	the Storage Capacity made available by the SSO for the first time within the existing Storage Facility or a Group of Storage Facilities, or in new Storage Facility or a Group of Storage Facilities
<b>Nominal Injection Capacity</b>	with respect to a Storage Facility, or a Group of Storage Facilities, means the maximum volume of Gaseous Fuel with the Reference Gross Calorific Value that can be delivered for injection to such Storage Facility, or a Group of Storage Facilities, within one hour, expressed in MWh/h, which depends on the level of UGS filling and the Pressure at the point of exit from the Transmission System, whereas with respect to a given Storage Customer it means the maximum volume of Gaseous Fuel with the Reference Gross Calorific Value that the Storage Customer may deliver for injection to a Storage Facility, or a Group of Storage Facilities, within one hour, expressed in MWh/h, which depends on the level of UGS filling

<b>Nominal Withdrawal Capacity</b>	with respect to a Storage Facility, or a Group of Storage Facilities, means the maximum volume of Gaseous Fuel with the Reference Gross Calorific Value that can be withdrawn from such Storage Facility, or a Group of Storage Facilities, within one hour, expressed in MWh/h, which depends on the level of UGS filling and the Pressure at the point of entry to the Transmission System, whereas with respect to a given Storage Customer it means the maximum volume of Gaseous Fuel with the Reference Gross Calorific Value that the Storage Customer may withdraw from a Storage Facility, or a Group of Storage Facilities, within one hour, expressed in MWh/h, which depends on the level of UGS filling
<b>Nomination</b>	a notification provided by a Storage Customer to the SSO stating the quantity of Gaseous Fuel which the Storage Customer will deliver, within a specified time frame, for injection into a Storage Facility, or a Group of Storage Facilities, or which the Storage Customer will withdraw, within a specified time frame, from a Storage Facility, or a Group of Storage Facilities
<b>Normal Conditions</b>	The reference conditions for billing purposes, absolute pressure of 101.325 kPa and temperature of 273.15K
<b>On-line Information Exchange Portal (OIEP)</b>	a web-based information exchange portal available to Storage Customers through the OIP
<b>Online Information Platform (OIP)</b>	a website of the SSO used for the publication of information
<b>Party</b>	the parties to a SSA, i.e. the SSO and the Storage Customer
<b>President of ERO</b>	President of the Energy Regulatory Office
<b>Pressure</b>	The pressure of Gaseous Fuel measured under static conditions as overpressure, being the difference between

	the absolute static pressure of Gaseous Fuel and the atmospheric pressure
<b>Price</b>	the charge rate for the provision of the Storage Service as specified in the Bid, equal to or higher than the Minimum Price
<b>Primary Market</b>	a mechanism for offering Storage Capacity by the SSO, including Storage Capacity not utilized by Storage Customers and offered to other Storage Customers through the SSO
<b><u>RARS</u></b>	<a href="#"><u>Governmental Agency for Strategic Reserves (Rządowa Agencja Rezerw Strategicznych), whose tasks and organisation are defined by the Act on Strategic Reserves</u></a>
<b>Reduced Injection Capacity</b>	the capacity for the injection of Gaseous Fuel from a Storage Facility or a Group of Storage Facilities falling short of the Nominal Withdrawal Capacity and resulting from the injection of Gaseous Fuel with a Gross Calorific Value lower than the Reference Gross Calorific Value into the Storage Facility or the Group of Storage Facilities
<b>Reduced Withdrawal Capacity</b>	the capacity for the withdrawal of Gaseous Fuel from the Storage Facility or a Group of Storage Facilities falling short of the Nominal Withdrawal Capacity and resulting from the withdrawal of Gaseous Fuel with a Gross Calorific Value lower than the Reference Gross Calorific Value from the Storage Facility or the Group of Storage Facilities
<b>Reduced Working Volume</b>	the Working Volume which results from the injection of Gaseous Fuel with a Gross Calorific Value lower than the Reference Gross Calorific Value to a Storage Facility or a Group of Storage Facilities
<b>Reduction of Offered Services</b>	the allocation of Reduced Working Volume, Reduced Withdrawal Capacity or Reduced Injection Capacity to the Storage Customer, in case when the Gross Calorific Value of Gaseous Fuel injected to or withdrawn from the Storage

	Facility or a Group of Storage Facilities is lower than the Reference Gross Calorific Value
<b>Reference Gas Price (CRG)</b>	the average weighted price for which Gaseous Fuel is purchased by the TSO, published on the TSO's website and determined in accordance with the methodology specified in the Network Code
<b>Reference Gross Calorific Value</b>	the Gross Calorific Value used for the specification of Storage Services in energy units (39.5 MJ/m <sup>3</sup> , i.e. 10.972 kWh/m <sup>3</sup> )
<b>Regulation (EC) No 715/2009</b>	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 no L 2009 211/36, as amended)
<b>REMIT Regulation</b>	Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency (OJ no L 2011 326/1)
<b>Renomination</b>	a change made by a Storage Customer to its previously approved Nomination in accordance with the Rules
<b>Registered Reporting Mechanism (RRM)</b>	an entity registered by ACER as RRM authorized to report on behalf of market participant the data as defined in Implementing Regulation of the Commission (EU) No 1348/2014, in accordance to the technical requirements defined by ACER
<b>Reverse Storage Service</b>	Interruptible Short-Term Storage Service provided to Storage Customers in the GSF Sanok and in the Storage Facility of UGS Wierzchowice in the form of a Bundled Unit or Flexible Bundled Unit, whereby the SSO ensures the possibility of injecting Gaseous Fuel during the Withdrawal Period and the possibility of withdrawing Gaseous Fuel during the Injection Period on the basis of offsetting



	Nominations and Renominations concerning the injection and withdrawal in the same period
<b>Rules</b>	these rules with all the appendices, as published on the SSO's website
<b>Short-Term SSA</b>	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
<b>Short-Term Storage Service</b>	a Storage Service provided on the basis of a Short-Term SSA
<b>Spring Maintenance Downtime Period</b>	a Downtime Period between the Withdrawal Period and the Injection Period, the starting and ending date of which is determined by the SSO subject to the principles set out in these Rules during which neither injection nor withdrawal of Gaseous Fuel is possible
<b>Stockpiling Act</b>	the Act of 16 February 2007 on the stockpiling of crude oil, petroleum products and natural gas and on the operating procedures applicable in emergencies involving state fuel security or oil market disturbances (consolidated text in Journal of Laws of <del>2020, item 411</del> <a href="#">2021, item 2249, as amended</a> );
<b>Storage Capacity</b>	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 a Group of Storage Facilities
<b>Storage Customer</b>	an individual or a legal entity as well as an organizational entity without a legal personality but having legal capacity who uses Storage Facility under a SSA; the TSO is also a Storage Customer to the extent that it uses a Storage Facility or a Group of Storage Facilities for other purposes than the performance of the TSO's duties
<b>Storage Facility (SF)</b>	a facility used for storing Gaseous Fuel, including underground natural gas storage and line-pack capacity,

	owned or operated by an energy undertaking, including a part of liquefied natural gas facility used for gas storage, but excluding that part of the facility which is used for production operations and the facilities used exclusively for the performance of the TSO's own duties
<b>Storage Facility Work</b>	any work in a Storage Facility or a Group of Storage Facilities, such as operation, diagnostics, repair, maintenance, connection, installation or upgrade, undertaken by the SSO to ensure safety and appropriate operational reliability of the Storage Facility or a Group of Storage Facilities, as well as any work consisting in the expansion of the Storage Facility or a Group of Storage Facilities
<b>Storage Service</b>	the service provided by the SSO to Storage Customers whereby the SSO offers a specific Storage Capacity for the following purposes: (i) injection of Gaseous Fuel into a Storage Facility or a Group of Storage Facilities, or (ii) use of the Working Volume of a Storage Facility or a Group of Storage Facilities by Storage Customers for the purpose of storing the injected Gaseous Fuel, or (iii) withdrawal of Gaseous Fuel from the Storage Facility or a Group of Storage Facilities
<b>Storage Services Agreement (SSA)</b>	the agreement for the provision of Gas Storage Services entered into between a Storage Customer and the SSO in accordance with these Rules and the SSP Terms and Conditions
<b>Storage Services Platform (SSP/System)</b>	a communication and information system developed, operated and maintained by the SSO, which supports the process of concluding SSAs through the Auction procedure and through the based on the Application for a SSA
<b>Storage System Operator (SSO)</b>	the storage system operator referred to in Article 3(26) of the Energy Law Act, i.e. Gas Storage Poland Sp. z o.o. having its registered office in Dębogórze

<b>Storage Year</b>	the period from 6:00 am on 15 <sup>th</sup> April of a given year until 6.00 am on 15 <sup>th</sup> April of the following year
<b>System Regulation</b>	Regulation of the Minister of Economy of 2 July 2010 concerning detailed conditions of gas system operation (consolidated text in Journal of Laws of 2018, item 1158, as amended)
<b>Tariff</b>	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
<b>Technical Specification</b>	the technical specification the Storage Facility of UGS Wierchowice, the technical specification of GSF Sanok or the technical specification of GSF Kawerna, as appropriate, set forth in Part II of these Rules
<b>Terms and Conditions of the Storage Services Platform (SSP Terms and Conditions)</b>	Terms and Conditions defining the rules for using the Storage Services Platform, in particular concluding SSAs through the SSP
<b>Ticket Service</b>	a service which consists in the <a href="#">performance of tasks concerning the</a> maintenance of mandatory stocks of natural gas provided by energy companies engaged in business activity concerning foreign trade in natural gas or imports of natural gas, <a href="#">or by RARS</a> , for the benefit of another energy company engaged in business activity concerning foreign trade in natural gas and importing natural gas, provided <del>in accordance with</del> <a href="#">pursuant to Article 24b.1 of</a> the Stockpiling Act
<b>Transmission Ability Allocation</b>	a part of ITC that specifies the Transmission Ability the Storage Customer is entitled to at an entry point to the Transmission System or exit point from the Transmission System, at the connection of the Transmission System with a Storage Facility or a Group of Storage Facilities i.e. at PWE <sub>OSM</sub> or PWY <sub>OSM</sub> points
<b>Transmission Capacity</b>	maximum hourly quantity of Gaseous Fuel, expressed in kWh/h, which may be delivered for transmission at an

	entry point to the Transmission System ( $PWE_{OSM}$ ) or offtaken at an exit point from the Transmission System ( $PWY_{OSM}$ ) at a connection with a Storage Facility or a Group of Storage Facilities
<b>Transmission Capacity Allocation</b>	a part of ITC that specifies the capacity (contracted capacity) the SSO is entitled to at an Interconnection Physical Entry Point ( $MFPWE_{OSM}$ ) or an Interconnection Physical Exit Point ( $MFPWY_{OSM}$ ), at the connection of the Transmission System with a Storage Facility
<b>Transmission Contract</b>	a contract for provision of transmission services entered into between the SSO and the TSO (ITC) or between a Storage Customer and the TSO
<b>Transmission System</b>	a high-pressure gas network excluding upstream pipelines and direct gas pipelines, for the operation of which the TSO is responsible
<b>Transmission System Operator (TSO)</b>	Operator Gazociągów Przesyłowych GAZ – SYSTEM S.A. of Warsaw
<b>UGS</b>	underground gas storage facility
<b>Unbundled Storage Service</b>	a Storage Service whereby the SSO offers the ordered Injection Capacity, Working Volume or Withdrawal Capacity on an unbundled basis in accordance with Technical Specifications of a Storage Facility or a Group of Storage Facilities
<b>Weekly Storage Service</b>	a Short-Term Storage Service provided on the basis of a Short-Term SSA entered into for a term of 7, 14 or 21 consecutive Gas Days
<b>Withdrawal Capacity</b>	maximum value of Nominal Withdrawal Capacity
<b>Withdrawal Period</b>	the period in a Storage Year between the Autumn and Spring Maintenance Downtime Periods during which Storage Customers may withdraw Gaseous Fuel from a Storage Facility or a Group of Storage Facilities, subject to Reverse Storage Service
<b>Working Volume</b>	with respect to a Storage Facility or a Group of Storage Facilities, means the capacity of a Storage Facility or the

Group of Storage Facilities, expressed in MWh, corresponding to the difference between their total capacity and the capacity required to store Gaseous Fuel which must remain in the Storage Facility or the Group of Storage Facilities to ensure its operating safety and the Minimum Withdrawal Capacity, whereas with respect to a Storage Customer it means a portion of the above-described capacity of a Storage Facility or a Group of Storage Facilities expressed in MWh, which is made available to such Storage Customer pursuant to a SSA;

### **1.1.2. Units**

1.1.2.1 The SI units of measurement used in these Rules together with their equivalents consistent with the official prefixes approved by the International Bureau of Weights and Measures, including specifically:

<b>m<sup>3</sup></b>	cubic metre
<b>h</b>	hour
<b>K</b>	Kelvin,
<b>MJ</b>	megajoule,
<b>kPa</b>	kilopascal
<b>kWh</b>	kilowatt-hour
<b>MWh</b>	megawatt-hour

1.1.2.2 Any reference to a “quantity of Gaseous Fuel” in these Rules means a reference to such quantity of Gaseous Fuel expressed in energy units (kWh), unless specifically indicated otherwise. The “volume of Gaseous Fuel” is expressed in cubic metres (m) under Normal Conditions.

## **1.2. Scope**

- 1.2.1. Following the legal unbundling of the storage system operator within the structure of the Integrated Undertaking, the OSM has been providing Storage Services using the Storage Facilities and Groups of Storage Facilities specified in clause 2.1.1 of the Rules, pursuant to the decision of the President of ERO awarding a Gaseous Fuel storage licence to the SSO and the decision of the President of ERO concerning the designation of the SSO as the storage system operator with respect to such facilities.
- 1.2.2. To ensure compliance with the equal treatment principle in relation to Storage Customers, all SSAs shall be executed by the SSO on the basis of these Rules as well as the SSP Terms and Conditions. Storage Services shall be provided to Storage Customers on the basis of these Rules and the Tariff.
- 1.2.3. These Rules shall apply to all Storage Customers, the TSO included, unless the application of specific provisions is excluded under these Rules, the SSA or ITC due to the specific nature of the TSO's activity.
- 1.2.4. The SSP Terms and Conditions shall not modify the principles regulated in these Rules. In case of any conflict between the SSP Terms and Conditions and these Rules, these Rules shall prevail.

## **1.3. Structure**

- 1.3.1. These Rules comprise the following:
  - Part I – Use of the storage system
  - • Part II – Parameters of Storage Services in individual Storage Facilities and GSFs,
  - Part III – Final provisions.

## **1.4. Enabling law**

- 1.4.1. The Rules were drafted subject to, in particular, the following:
  - the Energy Law Act and the related secondary legislation, including specifically System Regulation;
  - the Stockpiling Act and the related secondary legislation;
  - Regulation (EC) No 715/2009;
  - REMiT Regulation
  - Implementing Regulation of the Commission (EU) No 1348/2014
  - the Network Code.
- 1.4.2. Any matters not regulated in these Rules, SSA or the Tariff, shall be governed by the applicable legal regulations, provided that with respect to matters cornering the

quality parameters of Gaseous Fuel, performance of works in the Transmission System that result in limitations of the access to Storage Services and management of system congestion the provisions of the Network Code shall also be applicable.

- 1.4.3. The determination of quantities of Gaseous Fuel expressed in energy units (kWh) in relation to quantities of Gaseous Fuel expressed in volume units (m<sup>3</sup>) shall be made in accordance with the principles set out in the Network Code.

### **1.5. Date of the adoption of the Rules for application by the SSO**

The effective date of these Rules shall be published by the SSO on the OIP at the same place where the Rules are published.

### **1.6. Relationship between the Rules and the Storage Services Agreement**

- 1.6.1. The Rules shall bind the SSO and Storage Customers.
- 1.6.2. The Rules shall also be applicable to the procedure for the execution of the SSA.
- 1.6.3. The Rules have been issued and shall be applied under art. 384 of the Civil Code.

### **1.7. Amendments**

- 1.7.1. The Rules may be amended at any time at the SSO's initiative in particular when the Rules need to be made compliant with:
  - 1.7.1.1. amended Polish or Community laws;
  - 1.7.1.2. relevant guidelines and recommendations of ERO, Agency for the Cooperation of Energy Regulators (ACER) ENTSO–Gas, European Commission or other competent authorities or institutions;
  - 1.7.1.3. amended provisions of the Network Code;
  - 1.7.1.4. binding and final or immediately enforceable court rulings or final or immediately enforceable administrative decisions;
  - 1.7.1.5. changed technical conditions of the operation of respective Storage Facilities, or Groups of Storage Facilities, or the Transmission System such Storage Facilities or Groups of Storage Facilities are connected to;
  - 1.7.1.6. technological advancement in Gaseous Fuel storage;
  - 1.7.1.7. in case when the level of Transmission Capacity Allocation obtained by the SSO is not sufficient to continue the provision of Storage Services according to the previous parameters and this necessitates the amendment of Part II of the Rules.
- 1.7.2. The Rules may also be amended in order to clarify any provisions that give rise to doubts on the part of Applicants, Storage Customers or the TSO.

- 1.7.3. The SSO shall draft amendments to the Rules in a track changes mode together with information about the scope of and rationale for the amendments as well as the planned effective date of the amendments. Where the scope of the proposed amendments to the Rules is substantial, the SSO shall draft the new Rules in their entirety.
- 1.7.4. The SSO shall hold public consultations on the draft of the Rules or amendments thereto. For this purpose, the SSO shall publish the draft of the amendments to the Rules or the draft of the new Rules on the OIP, both in Polish and in English, provided that the Polish language version shall be binding and the English language version shall only serve for information purposes.
- 1.7.5. The SSO shall inform Storage Customers and the TSO in writing or by email, and through the OIEP, about the public access to the draft of the Rules or amendments thereto, and about the possibility to submit comments, indicating at the same time the method and deadline for the submission of such comments, which shall be at least 14 of the date of the publication of the Revision Sheet or the draft of the amendments to the Rules or the draft of new Rules on the OIP.
- 1.7.6. The SSO shall review any received comments and prepare the final amendments or new Rules, as well as the summary of comments from individual market participants submitted in the course of the consultations together with the position of the SSO as to how such comments have been considered. The above documents shall be published by the SSO on the OIP together with information on the date on which the amendments or the new Rules will enter into force. The Polish language version shall be binding and the English language version shall only serve for information purposes.
- 1.7.7. The SSO shall amend the Rules without prior consultations referred to in clause 1.7.4 in case when it is not possible to hold such consultations due to a short lead time for the implementation of amended legal regulations or in case of urgent need to incorporate the relevant guidelines and recommendations of competent authorities and institutions, court judgements or administrative decisions or amendments to the Network Code. In such a case, the SSO shall hold the consultations after the amendments are made to the Rules, and pursuant to such a consultation process it may introduce further changes to the Rules at a later date.
- 1.7.8. No consultation shall be required in case of an amendment to the Rules, which consists in:
  - 1.7.8.1. the indication, in the content of the Rules, of a change of business name, address, registered office, legal status or other details identifying the Storage System Operator designated by the decision of the President of ERO in respect of Storage Facilities for the purposes of legal and business transactions;



- 1.7.8.2. extending the Rules onto new Storage Facilities or Groups of Storage Facilities, or change of the amount of Storage Capacity available in the existing Storage Facilities or Groups of Storage Facilities;
- 1.7.8.3. implementation of amendments to the Technical Specifications due to technical reasons or geological and reservoir considerations beyond the control of the SSO.
- 1.7.9. Any amendments to the Rules and the current consolidated text thereof shall be published electronically on the OIP in a manner that enables their downloading and viewing in the ordinary course of business, and, in addition, shall be available for review at the SSO's registered office.
- 1.7.10. The SSO shall advise all the Storage Customers, either in writing or by email to the addresses indicated by such Storage Customers in the SSA or provided in the OIEP or the SSP, of the amendments to the Rules or new Rules having been made available on the OIP within 7 days of the publication of the amendments to the Rules, or the new Rules, under clause 1.7.5, together with information on the effective date of the amendments to the Rules, or the new Rules, and the Storage Customer's right to terminate the SSA in accordance with clause 1.7.11.
- 1.7.11. In case of its refusal to accept the amendments to the Rules, or the new Rules, the Storage Customer shall have the right to present a statement on the termination of the SSA within 14 days of receiving the information referred to in clause 1.7.10:
  - 1.7.11.1. subject to a notice period of 14 days,
  - 1.7.11.2. or subject to a different (longer or shorter) notice period, as indicated in the notice served by the Storage Customer,  
lapsing, however, not later than at 6.00 a.m. on the date of entry into force of the amended Rules or new Rules, as established by the SSO in accordance with clause 1.7.10.
- 1.7.12. In the event of termination of the SSA by a notice in accordance with clause 1.7.11. above, clause 3.14 shall apply. The new or amended Rules shall not apply to the Storage Customer that has given a termination notice. In the absence of a termination notice, new or amended provisions of the Rules shall be applied after the expiry of the period for the submission of a notice, as of the Gas Day starting on the date indicated by the SSO in accordance with clause 1.7.10.
- 1.7.13. Notwithstanding the above provisions, the SSO may correct manifest clerical or accounting errors in the Rules at any time and without any consultation. Any such changes shall be notified by the SSO to Storage Customers and the TSO.
- 1.7.14. In case when the SSO adopts amendments to the Rules, or new Rules, which necessitate the adjustment of the provisions set out in the SSA, after the publication of the amendments to the Rules, or new Rules, in accordance with clause 1.7.5, the SSO shall advise Storage Customer in writing without undue delay of the need to

introduce certain changes to the SSA and shall send a draft of the amendment of the SSA, or the draft of an amended SSA, including all the proposed changes, together with information about the Storage Customer's right to terminate the SSA in accordance with clause 1.7.15.

1.7.15. The Storage Customer shall have the right to present a statement on the termination of the SSA within 14 days of the receipt date of the draft of the amendment of the SSA or the draft of the amended SSA under clause 1.7.14:

1.7.15.1. subject to a notice period of 14 days

1.7.15.2. or subject to a different (longer or shorter) notice period, as indicated in the Storage Customer's notice,

lapsing, however, not later than at 6.00 a.m. on the date of entry into force of the amended Rules or the new Rules, as established by the SSO in accordance with clause 1.7.10.

1.7.16. Unless the Storage Customer presents a statement on the termination of the SSA by a notice within the period set out above, the amendment to the SSA or the amended SSA shall become binding upon the Parties as of the Gas Day starting on the date indicated by the SSO according to clause 1.7.10. In such case, the amended SSA shall replace the existing SSA.

1.7.17. In case when changes to these Rules enter into force, Applications for a SSA submitted prior to the effective date of such changes shall be deemed effectively submitted. The SSO reserves the right to request the Applicant to supplement or correct the contents or forms of such Application or documents attached thereto within the deadline set by the SSO, in order to adapt to the amended provisions of the Rules. The provisions of this clause 1.7.17 shall apply accordingly to Applications for a SSA submitted prior to the entry of these Rules into force.

## **1.8. Confidentiality**

1.8.1. Neither Party may disclose any Confidential Information except with a written consent of the other Party. When a Party requests a consent for disclosure of Confidential Information, the other Party shall promptly advise such Party whether the consent is granted or refused.

1.8.2. To the extent that it does not prejudice the generally applicable laws, either Party may disclose Confidential Information without a prior consent of the other Party if such Confidential Information is disclosed to:

1.8.2.1. its legal, tax or accounting advisers, consultants, provided that they shall bound by the same confidentiality obligation as that Party and shall refrain from any use of such information in connection with other services provided to any other party;

- 1.8.2.2. the TSO, to the extent required under the applicable laws and the Network Code, including specifically the information on:
  - 1.8.2.2.1. the entity with whom a SSA has been executed,
  - 1.8.2.2.2. the quantity of Storage Capacity made available to the Storage Customer,
  - 1.8.2.2.3. the term for which the Storage Capacity has been made available to the Storage Customer,
  - 1.8.2.2.4. the filling level of the available Working Volume (at least once a day),
  - 1.8.2.2.5. the size of mandatory stocks created by the Storage Customer,
  - 1.8.2.2.6. the current volume of mandatory stocks (at least once a day) in each Storage Facility or in a Group of Storage Facilities;
- 1.8.2.3. authorities lawfully empowered to request such information, in which case the party should promptly notify the other party accordingly;
- 1.8.2.4. when the disclosure or publication of certain information is required under mandatory provisions of law; in such case the Party should immediately notify the other Party thereof.
- 1.8.3. The above confidentiality obligation with respect to the Confidential Information shall be binding upon the Parties throughout the term of the Storage Services Agreement and for 3 years of its expiry or termination.

## **1.9. Language and Applicable Law**

- 1.9.1. The Rules have been drafted in Polish and translated into English. The Polish language version shall be binding and the English language version is for information only.
- 1.9.2. For the purposes of the interpretation of the provisions of the Rules, the Tariff and the SSA, the Polish language versions of these documents shall be binding.
- 1.9.3. All representations, Applications for a SSA, documents or communications provided for in the Rules shall be drafted in Polish language. When so indicated in these Rules, announcements or documents shall also be published in English language by the SSO for information purposes.
- 1.9.4. These Rules shall be governed by the Polish law.

## **1.10. Information obligations of the SSO**

- 1.10.1. The SSO shall perform its obligations with regard to the disclosure of information concerning its activities to the relevant entities and to the public, including the information concerning capacity, utilisation and unavailability of Storage Facilities or Groups of Storage Facilities, including specifically the information to be disclosed under the provisions of the Energy Law, Regulation (EC) No 715/2009, REMIT

Regulation, Implementing Regulation of the Commission (EU) No 1348/2014 and other generally applicable legal regulations.

- 1.10.2. The SSO, subject to clause 1.10.3. acting on behalf of the Storage Customer shall report to the Agency for the Cooperation of Energy and, at their request, to national regulatory authorities, through a RRM selected by the SSO, on the volumes of natural gas the Storage Customer holds in storage at the end of the Gas Day, as stipulated under Article 9(9) of the Implementing Regulation of the Commission (EU) No 1348/2014. The reporting of the information referred to in the preceding sentence shall require the execution of a dedicated agreement between the Storage Customer and the SSO and the registration of the Storage Customer in the CEREMP system.
- 1.10.3. The SSO shall carry out the reporting obligations set out in clause 1.10.2 on the basis of a separate agreement concluded with the Storage Customer and as part of the charges for the provision of Storage Services.

### **1.11. Correspondence**

- 1.11.1. Any letters, documents or other materials recorded on physical media shall be considered delivered to the SSO on a given day if they are delivered to the correspondence address of the SSO specified on the OIP by 03:00 pm of that day. Any documents delivered after 03:00 pm of that day shall be treated and registered as delivered to the SSO on the following day.
- 1.11.2. Any correspondence<sup>1</sup> that, in cases provided for in these Rules or the SSP Terms and Conditions, may be sent by e-mail or transmitted in electronic form via the SSP, shall be deemed to have been served to the SSO on a given day, if by 23:59:59 on that day the correspondence has been delivered to the SSO's IT system, unless specific provisions of these Rules or the SSP Terms and Conditions provide otherwise.
- 1.11.3. In the case of correspondence sent by electronic mail or transmitted in an electronic form via the SSP, the time limit for its submission, as stipulated in these
- 1.11.4. Rules or in the SSP Terms and Conditions, is deemed to have been met:
  - 1.11.4.1. in case of correspondence sent by email – if, before the expiry of the time limit, such correspondence was properly sent by the sender to the SSO's email address indicated on the OIP and delivered to the SSO's IT system supporting correspondence sent by email.
  - 1.11.4.2. in case of correspondence sent via the SSP – if, before the expiry of the time limit, the correspondence was entered to the SSP, in accordance with the SSP Terms

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<sup>1</sup> In particular: e-mails, scans of letters or other documents.

and Conditions as well as the manuals and instructions on how to use the SSP published on the SSP website.

- 1.11.5. In the case of correspondence delivered to the SSO by e-mail, the SSO shall confirm the receipt of such correspondence no later than on the following Business Day by sending the relevant information by email to the sender's e-mail address. In case of Applications and documents submitted via the SSP or by email, unless otherwise stipulated by specific provisions of the Rules or the SSP Terms and Conditions, the Applicant shall provide, via the SSP or by email, the scans of the originals of required documents and certificates. The SSO may, however, request the Applicant, via the SSP or by email, to produce the originals of the documents provided by the Applicant in the form of scans. In such case, the originals of the documents should be sent to the SSO within the time limit set in the request, which shall not be less than 3 Business Days from the date of receipt of such request by the Applicant.
- 1.11.6. Notwithstanding clause 1.11.5 above, if the Applicant's declaration referred to in clauses 3.3.1.4.1 or 3.3.1.4.2 has been submitted in the form of a scan (rather than as a digital document with a qualified electronic signature), then when the Applicant obtains Capacity Allocation in the Application Procedure or by way of an Auction, the Applicant shall provide the SSO with the original of that declaration together with a signed copy of the SSA, and when the SSA is delivered to the SSO in the form of a digital document with a qualified electronic signature, together with the signed SSA the Applicant shall also deliver the above-mentioned declaration with a qualified electronic signature, and should this be impossible, the Application should deliver the original of the signed declaration in writing, within 3 Business Days from the date of the SSA.

## **Section 2      Storage Services**

### **2.1. Overview of the Storage System**

- 2.1.1. The Storage Service shall be provided through the following Storage Facility and Groups of Storage Facilities:
- a) GSF Kawerna
  - b) GSF Sanok
  - c) Storage Facility of UGS Wierzchowice,
- 2.1.2. The GSF Kawerna comprises the following facilities developed in salt caverns:
- 2.1.2.1. The Storage Facility of CUGS Mogilno located in the territory of Mogilno and Rogowo communes and
  - 2.1.2.2. The Storage Facility of CUGS Kosakowo located in the territory of Kosakowo commune.

- 2.1.2.3. A detailed description of Storage Services provided through the GSF Kawerna and the specifications of its technical parameters are set out in Part II, Section 6 of the Rules.
- 2.1.3. The GSF Sanok comprises the following UGS facilities developed in partly depleted natural gas fields:
  - 2.1.3.1. The Storage Facility of UGS Husów located in territory of Łańcut and Markowa communes.
  - 2.1.3.2. The Storage Facility of UGS Strachocina located in the territory of Sanok and Brzozów communes.
  - 2.1.3.3. The Storage Facility of UGS Swarzędz located in the territory of Dąbrowa Tarnowska and Olesno communes.
  - 2.1.3.4. The Storage Facility of UGS Brzeźnica located in the territory of Dębica commune.
  - 2.1.3.5. A detailed description of Storage Services provided with through the GSF Sanok and the specifications of its technical parameters are set out in Part II, Section 7 of the Rules.
- 2.1.4. The Storage Facility of UGS Wierzchowice has been developed in a partly depleted gas field located in territory of Milicz and Krośnice communes. A detailed description of Storage Services provided through UGS Wierzchowice Storage Facility and its specifications of technical parameters are set out in Part II, Section 8 of the Rules.

## **2.2. The general principles applicable to Storage Services**

- 2.2.1. The SSO shall ensure that Gas Storage Services offered in a Storage Facility or a Group of Storage Facilities are provided to Storage Customers based on the principle of non-discrimination and equal treatment of Storage Customers taking into account optimum and efficient use of the Storage or a Group of Storage Facilities and the Storage Capacity.
- 2.2.2. The object of Storage Services shall consist in Gaseous Fuel.
- 2.2.3. The Storage Service shall be provided through the Storage Facility or Group of Storage Facilities set out in clause 2.1.1 of the Rules.
- 2.2.4. The Storage Service shall be provided by the SSO under a SSA concluded under the Application procedure, or through the Auction procedure, as regulated in these Rules and in the SSP Terms and Conditions, subject to Day-Ahead Storage Service.
- 2.2.5. The standard forms of the SSA shall be published by the SSO on the OIP and on the SSP.
- 2.2.6. The Storage Service shall be provided to the extent allowed by the technical capabilities of the Storage Facility or Group of Storage Facilities, and taking into account the technical parameters of such facility or group of facilities, as well as the Pressures prevailing in the Transmission System at points of connection between

and the Storage Facility or Group of Storage Facilities, quality specifications of Gaseous Fuel injected to, or withdrawn from, the Storage Facility or Group of Storage Facilities, Transmission Capacity Allocations obtained by the SSO, and in accordance with the principles set out in these Rules, SSA and the Tariff.

- 2.2.7. When providing the Storage Capacity, the SSO assumes that the Gross Calorific Value of Gaseous Fuel injected to or withdrawn from the Storage Facility or Group of Storage Facilities, is equal to the Reference Gross Calorific Value. If the Gross Calorific Value of Gaseous Fuel injected to or withdrawn from the Storage Facility or Group of Storage Facilities is higher than the Reference Gross Calorific Value, the SSO shall of the Extension of the Offered Services, as referred to in clause 2.3.4. When the Gross Calorific Value of the Gaseous Fuel injected to or withdrawn from the Storage Facility or Group of Storage Facilities is lower than the Reference Gross Calorific Value, the SSO shall reduce the Storage Services offered in accordance with clause 2.3.5.
- 2.2.8. In case when the SSO offers Storage Capacity, Storage Customers may submit Applications for SSAs in respect of New Storage Capacity subject to the terms set forth in clause 2.9.6 of the Rules, unless the SSO decides to make this Storage Capacity available through the Auction procedure. The principle set out in the preceding sentence shall apply accordingly to Storage Capacity that has become available to be offered by the SSO as a result of the expiry or termination of a SSA, in part or in full. To the extent that the offering of New Storage Capacity, or the commencement of the Storage Services, is contingent on the approval of a new Tariff, or an amendment thereof, the provision of Storage Services and settlements under SSAs concerning such Storage Capacity shall commence after the implementation of such new or amended Tariff.

## **2.3. Types of Storage Services**

### **2.3.1. Bundled Unit, Flexible Bundled Unit, Unbundled Storage Service**

- 2.3.1.1. The Storage Customer may order Storage Services in the form of a Bundled Unit, Flexible Bundled Unit or as an Unbundled Storage Service.
- 2.3.1.2. **When ordering the Bundled Unit, subject to clause 2.3.1.3, the Applicant orders from the SSO a combination of:**
- 2.3.1.2.1. Injection Capacity,
  - 2.3.1.2.2. Working Volume,

- 2.3.1.2.3. Withdrawal Capacity,  
where the specific values of and ratios between these parameters are set forth in the Technical Specifications for the Storage Facility or Group of Storage Facilities, as set out in Part II of the Rules.
- 2.3.1.3. More than one Bundled Unit may be ordered but fractions of Bundled Units shall not be allowed.
- 2.3.1.4. **90/40 Storage Service** provided to Storage Customers in the GSF Kawerna in the form of a Bundled Unit with technical parameters dedicated to this service, defined in the Kawasin GIM ensuring the possibility of injecting Gaseous Fuel within up to 90 Gas Days and withdrawing Gaseous Fuel within up to 40 Gas Days, as applicable according to the Technical Specifications of the GSF Kawerna.
- 2.3.1.5. **When ordering the Flexible Bundled Unit, the Applicant orders from the SSO a combination of:**
- 2.3.1.5.1. Injection Capacity which falls within a specified range,
- 2.3.1.5.2. Working Volume,
- 2.3.1.5.3. Withdrawal Capacity which falls within a specified range,  
where the specific values of the relevant parameters are set forth in the Technical Specifications for Storage Facility or Group of Storage Facilities, as set out in Part II of the Rules.
- 2.3.1.6. **When ordering the Unbundled Storage Service, the Applicant orders from the SSO separately:**
- 2.3.1.6.1. Injection Capacity,
- 2.3.1.6.2. Working Volume,
- 2.3.1.6.3. Withdrawal Capacity.
- 2.3.1.7. Unbundled Storage Service may be ordered by an Applicant who has already entered into the SSA as well as by an Applicant who, as yet, has not entered into the SSA.
- 2.3.1.8. **Intraday Storage Service** is available as an additional service to the Storage Customer being a party to a valid Long-Term SSA or Short-Term SSA. When ordering an Intraday Storage Service, the Storage Customer orders from the SSO:
- 2.3.1.8.1. unused Nominal Injection Capacity or
- 2.3.1.8.2. unused Nominal Withdrawal Capacity,



in case when it becomes possible for the SSO to offer such unused Nominal Injection Capacity or unused Nominal Withdrawal Capacity for the current or the following Gas Day.

- 2.3.1.9. The order referred to in clause 2.3.1.2, clause 2.3.1.4, clause 2.3.1.5 and clause 2.3.1.6 is placed in the Application for a SSA. The order is approved upon concluding a Long-Term SSA or a Short-Term SSA.
- 2.3.1.10. The order referred to in clause 2.3.1.8 is placed by way of submitting a Nomination or Renomination. The SSO shall continuously assess the use of the Storage Capacity based on the information contained in the approved Nominations and Renominations and the information on unused Nominal Injection Capacity and unused Nominal Withdrawal Capacity, which will be offered under Intraday Storage Service shall be posted and updated by the SSO on the OIP without undue delay (in accordance with the time frame set out for Renomination processing in accordance with clause 2.12.3.1).
- 2.3.1.11. Intraday Storage Service is provided exclusively on an Interruptible Basis in accordance with clause 2.3.3.4. Intraday Storage Service may be restricted or interrupted as a result of Renominations submitted by other Storage Customers.
- 2.3.1.12. **Day-Ahead Storage Service** is available as a service to the Storage Customer being a party to a current Long-Term SSA or Short-Term SSA or Day-Ahead SSA.
- 2.3.1.13. When ordering the Day-Ahead Storage Service, the Storage Customer orders, individually, the following components from the SSO:
  - 2.3.1.13.1. Injection Capacity,
  - 2.3.1.13.2. Withdrawal Capacity,
  - 2.3.1.13.3. Working Volume

in case when it becomes possible for the SSO to offer Storage Capacity for the following Gas Day. In each Gas Day by 11.00 a.m., the information concerning the availability of Storage Capacity for the following Gas Day (D+1) to be made available as Day-Ahead Storage Service shall be published by the SSO on the OIP. In addition, the forecast of the Storage Capacity which may be made available in Gas Day D+2 shall be published by the SSO on the OIP for information purposes, and such publication shall not constitute an offer within the meaning of Article 66 § 1 of the Civil Code. The Day-Ahead service does not have to be offered in each Gas Day.

- 2.3.1.14. The order referred to in clause 2.3.1.13 shall be placed through the delivery of a request in the form available on the OIEP to the SSO. Following the submission of the request by the Storage Customer, the SSO shall proceed with the assessment of the current availability of the ordered Storage Capacity.

- 2.3.1.15. The Storage Customer shall submit the request referred to in clause 2.3.1.14 by 19.00 a.m. of the Gas Day preceding the Gas Day the request relates to.
- 2.3.1.16. The SSO shall provide the Storage Customer with information on the acceptance of the request or its rejection by 20.00 p.m. of the Gas Day in which the request was submitted.
- 2.3.1.17. In case of rejecting the request, the SSO shall not be required to specify the reason for such rejection. The SSO shall take reasonable efforts in order to inform the Storage Customer of the reason for the rejection of the request at the soonest possible date.
- 2.3.1.18. The Day-Ahead Storage Service is provided exclusively on Firm Basis according to clause 2.3.3.3 with a constant Injection Capacity and a constant Withdrawal Capacity for a full Gas Day. The principles concerning the Extension or Reduction of Offered Services shall not apply.
- 2.3.1.19. **Reverse Storage Service** is provided in GSF Sanok and in the Storage Facility of UGS Wierzchowice during a period from 6.00 a.m. on 1 December of a given year until 6.00 a.m. on 1 September of the following year. The Reverse Storage Service is provided in the form of a Bundled Unit or Flexible Bundled Unit. The technical parameters of the Reverse Storage Service are defined the Technical Specifications set out in Part II, Sections 7 and 8 of the Rules.
- 2.3.1.20. The injection of Gaseous Fuel under the Reverse Storage Service may continue, as appropriate:
- 2.3.1.20.1. for the GSF Sanok, until the end of the last Gas Day before the beginning of the Spring Maintenance Downtime Period for the Storage Facility making part of that Group of Storage Facilities, for which it starts the latest;
- 2.3.1.20.2. for the Storage Facility of UGS Wierzchowice, until the end of the last Gas Day prior to the beginning of the Spring Maintenance Downtime Period.
- 2.3.1.21. The withdrawal of Gaseous Fuel under the Reverse Storage Service may begin not earlier than:
- 2.3.1.21.1. for the GSF Sanok, from the beginning of the first Gas Day after the end of the Spring Maintenance Downtime Period for the Storage Facility making part of the Group of Storage Facilities, for which it starts the soonest;
- 2.3.1.21.2. for the Storage Facility of UGS Wierzchowice, from the beginning of the first Gas Day following the end of the Spring Maintenance Downtime Period.
- 2.3.1.22. As part of the provision of the Reverse Storage Service, the Storage Customer may withdraw Gaseous Fuel during the Withdrawal Period and inject Gaseous Fuel during the Injection Period within the limits of the purchased Storage Capacity, exclusively under the Intraday Storage Service according to clause 2.3.1.10.

- 2.3.1.23. The principles concerning the Extension or Reduction of Offered Services shall not apply to the Reverse Storage Service.
- 2.3.1.24. In case when the Storage Customer submits a Nomination under the Reverse Storage Service exceeding the sum of Nominations submitted for the flow of Gaseous Fuel in the opposite direction, the Storage Customer shall be required to submit a Renomination on the basis of information received from the SSO in the form of an EDIGAS (NOMINT) message.
- 2.3.1.25. The Reverse Storage Service is provided exclusively on an Interruptible Basis in accordance with clause 2.3.3.4. The Reverse Storage Service may be restricted or interrupted in case of the lack of Nominations for the flow of Gaseous Fuel in the opposite direction which would allow for the offset of the Nominations. In such case the provisions concerning discounts set forth in the Tariff shall not be applicable.

**2.3.2. Division of services according to the period of their provision**

- 2.3.2.1. According to the period of their provision, the Storage Services may be provided as:
- (a) **Long-Term Storage Service** provided during a period of 1, 2, 3 or 4 consecutive Storage Years, and in case of GSF Kawerna also during a period of 12, 24, 36 or 48 consecutive Gas Months that do not correspond to Storage Years;
  - (b) **Short-Term Storage Service** provided for a period:
    - i. from 1 to 11 consecutive Gas Months (Monthly Storage Service); or
    - ii. 7, 14 or 21 consecutive Gas Days (Weekly Storage Service),
    - iii. 1 Gas Day (Day-Ahead Storage Service)
  - (c) **Intraday Storage Service** provided for a period ranging from 1 to 24 hours.
- 2.3.2.2. Storage Service in the form of a Bundled Unit and Storage Service in the form of a Flexible Bundled Unit are offered as Long-Term Storage Services as well as Short-Term Storage Services.
- 2.3.2.3. The Unbundled Storage Service is offered as a Long-Term Storage Service for one Storage Year, as a Short-Term Storage Service (Monthly Storage Service, Weekly Storage Service, Day-Ahead Storage Service) and as an Intraday Storage Service.

**2.3.3. Firm Storage Service and Interruptible Storage Service**

- 2.3.3.1. The amount of Storage Capacity offered, respectively, under the Firm Storage Service and the Interruptible Storage Service shall be determined individually for the Storage Facility and each Group of Storage Facilities.

2.3.3.2. The offering of Storage Capacity in the Storage Facility or Group of Storage Facilities under Firm Storage Service shall not reduce the Storage Capacity offered on the basis of the Interruptible Storage Service.

2.3.3.3. **Firm Storage Service**

Firm Storage Service may be provided to the extent allowed under the respective Technical Specifications included in Part II, Sections 6, 7 and 8 of the Rules.

2.3.3.4. **Interruptible Service**

2.3.3.4.1. Interruptible Storage Service may be provided to the extent allowed under the respective Technical Specifications included in Part II, Sections 6, 7 and 8 of the Rules.

2.3.3.4.2. The SSO may interrupt or restrict the provision of Interruptible Storage Services in each of the following cases:

(a) when this is necessary to ensure undisturbed provision of Firm Storage Services by the SSO;

(b) in order for the SSO to fulfil its obligations under the Stockpiling Act;

(c) in the situation indicated in clause 2.3.1.25;

(d) in the situations described in Part II of the Rules in Sections 6, 7 and 8.

The duration of interruption or restriction in the provision of Interruptible Storage Services shall depend on the level of UGS or CUGS filling.

2.3.3.4.3. In case when an Interruptible SSA is entered into, the Storage Customer shall have no right to submit a claim against the SSO concerning its failure to comply with Nomination or Renomination or a failure to provide Nominal Withdrawal Capacity or Nominal Injection Capacity to the extent that the interruptions were introduced in accordance with the Interruptible SSA or the Rules. Neither shall the SSO be held liable for the consequences, including those arising in dealings between Storage Customers and the TSO, of any restriction or interruption of Storage Services to the extent that such restriction or interruption is in accordance with the provisions of an Interruptible SSA or these Rules.

2.3.3.4.4. If Storage Services are interrupted or restricted in accordance with an Interruptible SSA or these Rules, the SSO may reject any Nomination or Renomination submitted by the Storage Customer, or accept such Nomination or Renomination for reduced quantities, to the extent the interruption or restriction prevents its fulfilment.

2.3.3.4.5. Notwithstanding the preceding clause, if Storage Services are interrupted or restricted in accordance with an Interruptible SSA or these Rules, the SSO shall

promptly give a notice of the interruption or restriction and their expected duration to the Storage Customer. Where the interruption or restriction have been introduced after approval of Storage Customer's Nomination or Renomination so as to prevent the Nomination or Renomination from being fulfilled, the Storage Customer must submit a Renomination in accordance with the SSO's notice.

- 2.3.3.4.6. In case when constraints are imposed on the provision of an Interruptible Storage Service, the Storage Capacity of respective Storage Customers who are a party to Interruptible SSAs shall be reduced on a pro rata basis.

#### **2.3.4. Extension of the Offered Services**

- 2.3.4.1 The SSO, as part of the provided Storage Services, shall offer the Extension of the Offered Services in case when the Gross Calorific Value of Gaseous Fuel injected to or withdrawn from the Storage Facility or a Group of Storage Facilities is higher than the Reference Gross Calorific Value.
- 2.3.4.2 As part of the Extension of the Offered Services, the SSO shall provide:
  - 2.3.4.2.1 Additional Firm Working Volume,
  - 2.3.4.2.2 Additional Withdrawal Capacity or Additional Injection Capacity, on interruptible basis.
- 2.3.4.3 The amount of Additional Working Volume made available to each Storage Customer by the SSO shall be proportional to the Working Volume such Storage Customer is eligible to. The Additional Working Volume shall be made available for as long as the Working Volume made available to a given Storage Customer is used for the storage of Gaseous Fuel with a Gross Calorific Value higher than the Reference Gross Calorific Value.
- 2.3.4.4 The SSO shall advise the Storage Customer, at least once a month, not later than by the 7th day of the following Gas Month, of the Additional Working Volume it is eligible to. The Storage Customer shall use the Additional Working Volume it is eligible to by way of a Nomination. The SSO shall publish the above information in the OIEP. In the event when all or a part of the Gaseous Fuel held on the basis of the offered Additional Working Volume is withdrawn, the SSO reserves the right to adjust the amount of the offered Additional Working Volume.
- 2.3.4.5 The Additional Injection Capacity and Additional Withdrawal Capacity shall be made available for each hour of the Gas Day. The SSO shall inform the Storage Customer of Additional Injection Capacity and Additional Withdrawal Capacity such Storage Customer is eligible to in the 3-day forecasts referred to in clause 2.12.1.8.

- 2.3.4.6 In case when the Storage Customer is not interested in Additional Injection Capacity or Additional Withdrawal Capacity, the SSO shall offer such capacity to all interested parties under the Intraday Storage Service.
- 2.3.4.7 The Extension of the Offered Services shall not constitute a separate Storage Service and shall be settled as part of the charges for the Storage Service in connection with which such extension has been made available to the Storage Customer.
- 2.3.4.8 The provisions on the Extension of Offered Services shall not apply to the Intraday Storage Service, Day-Ahead Storage Service, nor to Reverse Storage Service.
- 2.3.5. Reduction of Offered Services**
- 2.3.5.1. As part of the provided Storage Service, the SSO shall introduce a Reduction of Offered Services with respect to the Storage Customer in case when the Gross Calorific Value of the Gaseous Fuel injected to or withdrawn from the Storage Facility or a Group of Storage Facilities is lower than the Reference Gross Calorific Value.
- 2.3.5.2. The SSO shall establish the Reduced Working Volume for each Storage Customer on a pro rata basis, according to the Working Volume the Storage Customer is eligible to. The Reduced Working Volume shall be made available for as long as the Working Volume made available to a given Storage Customer is used for the storage of Gaseous Fuel with a lower than the Reference Gross Calorific Value.
- 2.3.5.3. The SSO shall advise the Storage Customer, at least once a month, not later than by the 7th day of the following Gas Month, of the level of Reduced Working Volume. The Storage Customer shall use the Reduced Working Volume by way of a Nomination. The SSO shall publish the above information in the OIEP.
- 2.3.5.4. The amount of the Reduced Injection Capacity and Reduced Withdrawal Capacity shall be specified for each hour of the Gas Day. The SSO shall inform the Storage Customer of the Reduced Injection Capacity or Reduced Withdrawal Capacity such Storage Customer is eligible to in the 3-day forecasts referred to in clause 2.12.1.8.
- 2.3.5.5. The provisions concerning the Reduction of Offered Services shall not apply to the Intraday Storage Service, Day-Ahead Storage Service, nor to Reverse Storage Service.

## **2.4. Overview of Long-Term Storage Services**

- 2.4.1. Long-Term Storage Services are provided on the basis of the Long-Term SSA referred to in clauses 3.1.6 and 3.1.7.

- 2.4.2. The Long-Term Storage Services may be provided on the basis of a Firm SSA or the Interruptible SSA to the extent allowed under the respective Technical Specifications included in Part II, Sections 6, 7 and 8 of the Rules.

## 2.5. Overview of Short-Term Storage Services

- 2.5.1. Short-Term Storage Services shall be provided on the basis of the Short-Term SSA referred to in clauses 3.1.8, 3.1.9 and 3.1.11, and in case of Day-Ahead Storage Service – on the basis of an order submitted by the Storage Customer and, accepted by the SSO, in accordance with clauses 2.3.1.13 – 2.3.1.16.
- 2.5.2. The Short-Term Storage Services are provided on the basis of the Firm SSA or the Interruptible SSA to the extent allowed under the respective Technical Specifications included in Part II, Section 6 of the Rules.

## 2.6. Types of Storage Services offered in individual Storage Facilities and Groups of Storage Facilities

### 2.6.1. GSF Kawerna

<u>Firm Storage Service</u>	<u>Interruptible Storage Service</u>
<b>Long-Term Storage Services</b>	
<ul style="list-style-type: none"> <li>• Firm Long-Term Storage Service – Bundled Unit</li> <li>• Firm Long-Term 90/40 Storage Service – Bundled Unit</li> <li>• Firm Long-Term Storage Service – Flexible Bundled Unit</li> <li>• Firm Long-Term Storage Service – Unbundled; offered exclusively for the term of 12 consecutive Gas Months</li> </ul>	<ul style="list-style-type: none"> <li>• Interruptible Long-Term Storage Service – Bundled Unit</li> <li>• Interruptible Long-Term Storage Service – Flexible Bundled Unit</li> <li>• Interruptible Long-Term Storage Service – Unbundled; offered exclusively for the term of 12 consecutive Gas Months</li> </ul>
<b>Short-Term Storage Services</b>	
<ul style="list-style-type: none"> <li>• Firm Monthly Storage Service – Bundled Unit</li> <li>• Firm Monthly 90/40 Storage Service – Bundled Unit</li> <li>• Firm Monthly Storage Service – Flexible Bundled Unit</li> <li>• Firm Monthly Storage Service – Unbundled</li> <li>• Firm Weekly Storage Service – Bundled Unit</li> <li>• Firm Weekly Storage Service – Flexible Bundled Unit</li> <li>• Firm Weekly Storage Service – Unbundled</li> <li>• Firm Day-Ahead Storage Service – Unbundled</li> </ul>	<ul style="list-style-type: none"> <li>• Interruptible Monthly Storage Service – Bundled Unit</li> <li>• Interruptible Monthly Storage Service – Flexible Bundled Unit</li> <li>• Interruptible Monthly Storage Service – Unbundled</li> <li>• Interruptible Weekly Storage Service – Bundled Unit</li> <li>• Interruptible Weekly Storage Service – Flexible Bundled Unit</li> <li>• Interruptible Weekly Storage Service – Unbundled</li> </ul>

<b>Intraday Storage Services</b>	
<u>No Firm Intraday Storage Services are offered</u>	<ul style="list-style-type: none"> <li>• Interruptible Intraday Storage Service – Unbundled</li> </ul>

### 2.6.2. GSF Sanok

<u>Firm Storage Service</u>	<u>Interruptible Storage Service</u>
<b>Long-Term Storage Services</b>	
<ul style="list-style-type: none"> <li>• Firm Long-Term Storage Service – Bundled Unit</li> <li>• Firm Long-Term Storage Service – Flexible Bundled Unit</li> <li>• Firm Long-Term Storage Service – Unbundled; offered for the term of one Storage Year</li> </ul>	<ul style="list-style-type: none"> <li>• Interruptible Long-Term Storage Service – Bundled Unit</li> <li>• Interruptible Long-Term Storage Service – Flexible Bundled Unit</li> <li>• Interruptible Long-Term Storage Service – Unbundled; offered for the term of one Storage Year</li> </ul>
<b>Short-Term Storage Services</b>	
<ul style="list-style-type: none"> <li>• Firm Monthly Storage Service – Bundled Unit</li> <li>• Firm Monthly Storage Service – Flexible Bundled Unit</li> <li>• Firm Monthly Storage Service – Unbundled</li> </ul>	<ul style="list-style-type: none"> <li>• Interruptible Monthly Storage Service – Bundled Unit</li> <li>• Interruptible Monthly Storage Service – Flexible Bundled Unit</li> <li>• Interruptible Monthly Storage Service – Unbundled</li> </ul>
	<ul style="list-style-type: none"> <li>• Interruptible Monthly Reverse Storage Service – Bundled Unit</li> <li>• Interruptible Monthly Reverse Storage Service – Flexible Bundled Unit</li> </ul>
<b>Intraday Storage Services</b>	
<u>No Firm Intraday Storage Services are offered</u>	<ul style="list-style-type: none"> <li>• Interruptible Intraday Storage Service – Unbundled</li> </ul>

### 2.6.3. Storage Facility of UGS Wierzchowice

<u>Firm Storage Service</u>	<u>Interruptible Storage Service</u>
<b>Long-Term Storage Services</b>	



<ul style="list-style-type: none"> <li>• Firm Long-Term Storage Service – Bundled Unit</li> <li>• Firm Long-Term Storage Service – Flexible Bundled Unit</li> <li>• Firm Long-Term Storage Service – Unbundled; offered exclusively for the term of one Storage Year</li> </ul>	<ul style="list-style-type: none"> <li>• Interruptible Long-Term Storage Service – Bundled Unit</li> <li>• Interruptible Long-Term Storage Service – Flexible Bundled Unit</li> <li>• Interruptible Long-Term Storage Service – Unbundled; offered for the term of one Storage Year</li> </ul>
<b>Short-Term Storage Services</b>	
<ul style="list-style-type: none"> <li>• Firm Monthly Storage Service – Bundled Unit</li> <li>• Firm Monthly Storage Service – Flexible Bundled Unit</li> <li>• Firm Monthly Storage Service – Unbundled</li> </ul>	<ul style="list-style-type: none"> <li>• Interruptible Monthly Storage Service – Bundled Unit</li> <li>• Interruptible Monthly Storage Service – Flexible Bundled Unit</li> <li>• Interruptible Monthly Storage Service – Unbundled</li> </ul>
	<ul style="list-style-type: none"> <li>• Interruptible Monthly Reverse Storage Service – Bundled Unit</li> <li>• Interruptible Monthly Reverse Storage Service – Flexible Bundled Unit</li> </ul>
<b>Intraday Storage Services</b>	
<u>No Firm Intraday Storage Services are offered</u>	<ul style="list-style-type: none"> <li>• Interruptible Intraday Storage Service – Unbundled</li> </ul>

## 2.7. The possibility for creating the mandatory stock

- 2.7.1. Firm Storage Services offered in the form of Bundled Units in the Storage Facility or in Groups of Storage Facilities enable the recognition of the Gaseous Fuel being subject of such services as the mandatory stock the Storage Customer is obliged to create in accordance with the Stockpiling Act.
- 2.7.2. The creation of a mandatory stock on the basis of Flexible Bundled Units offered as Firm Storage Service in the Storage Facility of UGS Wierzchowice or in a Group of Storage Facilities shall only be possible for Flexible Bundled Units consisting of Injection and Withdrawal Capacity ordered together equal to the Injection Capacity or Withdrawal Capacity, respectively, as defined for Firm Storage Services provided in the form of Bundled Units. The possibility of creating a mandatory stock on the basis of Additional Working Volume must be each time agreed with the SSO, either in writing or by electronic mail.
- 2.7.3. By the end of January each year, the SSO shall publish, on the OIP, the principles for creating and holding a mandatory stock in the Storage Facility or Groups of

Storage Facilities for the period from 1 October of a given year to 30 September of the following year.

- 2.7.4. The Storage Customer that stores Gaseous Fuel constituting a mandatory stock shall present the SSO with a decision of the President of ERO concerning, as applicable, the validation or determination of the volume of the mandatory stock, such decision to be presented immediately following its issuance.
- 2.7.5. The SSO shall comply with the TSO's instructions in relation to the mobilisation of mandatory stocks in accordance with the procedure described in the Stockpiling Act and the Network Code. The SSO may interrupt or restrict Interruptible Storage Services in the event of a need to mobilise the mandatory stocks pursuant to the Stockpiling Act. The SSO shall not be liable for the consequences of the interruption or restriction of Storage Services in such case.
- 2.7.6. Together with the Application for a SSA for the purposes of creating a mandatory stock, the Applicant shall be required to submit a declaration of the intention to create or hold a mandatory stock in accordance with the form attached as Appendix 5 to these Rules, indicating in the content of the declaration the expected total quantity of the mandatory stock in a given statutory period in which such stock is to be maintained, as determined in accordance with the Stockpiling Act. The SSO shall be authorised to pass on such declaration to the President of ERO.
- 2.7.7. Notwithstanding the duty referred to in the preceding clause:
  - 2.7.7.1. in case when the Applicant submits an Application for a SSA in order to create a mandatory stock, the Applicant shall be obliged to present the SSO with a copy of the decision of the President of ERO concerning the determination or verification of the stock volume immediately following its delivery to the Applicant, or to attach the same to the Application submitted on the SSP.
  - 2.7.7.2. in case when the Applicant submits an Application for a SSA in order to continue holding the mandatory stock, the Applicant shall be obliged to deliver to the SSO, together with the Application for a SSA, a copy of the current decision which validates or establishes the level the mandatory stock of this Storage Customer issued by the President of ERO, in case when such decision is amended, or to attach the same to the Application submitted on the SSP.
  - 2.7.7.3. upon a written request submitted by the Storage Customer by 15 May of a given year, the SSO shall confirm, by 31 May of the same year, the possibility of deploying the mandatory stock in the Storage Facility or Groups of Storage Facilities for the period from 1 October of a given year until 30 September of the following year.
  - 2.7.7.4. The SSO shall provide the operating characteristics of Storage Facilities or Groups of Storage Facilities to the TSO for the purposes of the verification of the capability

to deliver mandatory stocks of natural gas to the Transmission System within up to 40 days.

- 2.7.7.5. In case when mandatory stocks are kept in a Group of Storage Facilities, the SSO shall, at a written request of the Storage Customer, provide the Storage Customer with information in which Storage Facility, or in which Storage Facilities making part of the Group of Storage Facilities the Gaseous Fuel constituting the mandatory stocks created by such Storage Customer is kept.
- 2.7.8. A failure to submit the documents referred to in clause 2.7.7 shall not prevent the conclusion of a SSA. In case when the documents referred to in clause 2.7.7 have not been presented, when the SSA has been concluded, the SSO shall request the Storage Customer to provide clarifications and missing documents, and subsequently (in case of a failure to do so) the SSO may terminate the SSA with immediate effect.
- 2.7.9. If the term of the decision of the President of ERO concerning the determination or validation of the level of mandatory stocks to be held by the Storage Customer is shorter than the term of the SSA, the Storage Customer shall be obliged, before the term of this decision expires, to deliver a new decision of the President of ERO to the SSO for the subsequent period, otherwise the obligation of the Storage Customer to hold the mandatory stocks shall be deemed to have ceased.
- 2.7.10. In case when the obligation to hold the mandatory stock by the Storage Customer has ceased, the Storage Customer shall withdraw the Gaseous Fuel previously constituting the mandatory stock no later than until the end of the Withdrawal Period running on this obligation's expiry day, and when such obligation has ceased outside of the Withdrawal Period, or due to technical reasons such Gaseous Fuel cannot be withdrawn by the end of the current Withdrawal Period – no later than by the end of the next Withdrawal Period. In case when the Storage Customer fails to withdraw the Gaseous Fuel within the time limit stipulated in the preceding sentence, the SSO shall have the right to terminate the SSA with immediate effect with respect to the part that concerns Storage Services provided for the purpose of holding the mandatory stock. In such case, the SSO shall have the right to publish the offer to sell the Gaseous Fuel that has not been withdrawn on the OIP, subject to the terms set out in clause 3.14.2, within 12 months of the date of the termination of the SSA. The first, second and third sentence of this clause shall not apply when another SSA is in place, when such SSA constitutes the basis for the continued storage by the SSO of the volumes of Gaseous Fuel that belong to the Storage Customer.
- 2.7.11. In case when the SSA terminates prior to the lapse of the dates established by the President of ERO in a decision concerning, as appropriate, the validation or determination of the volume of the mandatory stock, in accordance with Article 25 of

the Stockpiling Act, the SSO shall have no obligation to further provide Storage Services. In such case the provision of clause 3.14 shall apply. The first and second sentence of this clause shall not apply when another SSA is in place, which constitutes the basis for the continued storage by the SSO of the volumes of Gaseous Fuel that belong to the Storage Customer.

- 2.7.12. The Storage Customer that uses Firm Storage Services for other purposes than creating a mandatory stock may, at any time, request the SSO to create the mandatory stock on the basis of the Storage Capacity made available in this regard, without being required to request an amendment to the SSA. The SSO shall be obliged to accept the creation of a mandatory stock, provided that such Firm Storage Services conform to the requirements applicable under the Stockpiling Act.
- 2.7.13. The Storage Customer that uses Firm Storage Service on the basis of a SSA executed for other purposes than creating a mandatory stock may create the mandatory stock using the Gaseous Fuel stored under such SSA. In such case, the Storage Customer shall inform the SSO of its intention to create a mandatory stock, taking into account the information to be submitted pursuant to clause 2.7.14 and conforming to the requirements laid down in clause 2.7.4.
- 2.7.14. When publishing the information referred to in clause 2.7.3, the SSO shall take into account in particular:
  - 2.7.14.1. the phenomenon of cavern convergence;
  - 2.7.14.2. the occurrence of geological phenomena and reservoir behaviour;
  - 2.7.14.3. the decision of the TSO concerning the determination of the Pressures for the withdrawal of mandatory stocks;
  - 2.7.14.4. the Transmission Capacity Allocation made on a firm basis the TSO to the SSO;
  - 2.7.14.5. any force majeure events;
  - 2.7.14.6. other events beyond the control of the SSO.
- 2.7.15. In case of a necessity to reduce the Storage Capacity made available for the purpose of holding a mandatory stock due to the occurrence of any events beyond the control of the SSO, which are referred to in clause 2.7.14, such capacity shall be reduced pro rata for those Storage Customers who store the mandatory stock based on the change in the technical capabilities of storing the mandatory stock in the Storage Facility or a Group of Storage Facilities as compared to their original capabilities. Firm Short-Term Storage Service shall be subject to reduction in the first place, followed by Long-Term Storage Services. The reduction principles set out in clause 3.5.3 shall apply accordingly, and the capacity that cannot be divided pro rata shall be reduced with respect to the Storage Customer that holds the largest Storage Capacity made available for the purposes of holding a mandatory stock.

- 2.7.16. The Storage Customer shall not be allowed to use the Nominal Injection Capacity and Nominal Withdrawal Capacity made available for the purpose of creating and holding a mandatory stock for other Storage Services made available to such Storage Customer.
- 2.7.17. The unused Nominal Injection Capacity and Nominal Withdrawal Capacity made available for the purpose of creating and holding a mandatory stock shall be offered by the SSO to all users of the Storage Facility or a Group of Storage Facilities, as an Intraday Storage Service.

## **2.8. Delivery of the Ticket Service**

### **2.8.1. Delivery of the Ticket Service by a Storage Customer pursuant to Article 24b of the Stockpiling Act**

- 2.8.1.1. The Storage Customer providing the Ticket Service shall provide the SSO with information on the entities ordering the Ticket Service, owners of gaseous fuel, volume of the mandatory stock kept on the basis of the Ticket Service by the party ordering the Ticket Service as well as any information that may be relevant to the performance of the obligation set out in clause 1.10.2. The Storage Customer providing the Ticket Service shall inform the SSO immediately about any changes in the above scope.
- 2.8.1.2. The Storage Customer providing the Ticket Service shall be obliged to provide the SSO with a copy of the decision of the President of ERO concerning the verification of the level of stocks, or on the determination of the level of stocks of each entity using the Ticket Service immediately upon its receipt.
- 2.8.1.3. ~~A~~The Storage Customer providing the Ticket Service shall be obliged to provide the SSO with a copy of the decision of the President of ERO expressing a consent for the execution of the agreement on the performance of duties concerning the maintenance of the mandatory stocks of natural gas, which is referred to in Article 24.b section 6 of the Stockpiling Act immediately after receiving such decision.
- 2.8.1.4. In the event when the Storage Customer providing the Ticket Service is not the owner of the Gaseous Fuel, the Storage Customer shall have the right to dispose of such Gaseous Fuel injected in the performance of the Ticket Service, for the benefit and in the name of the owner of the Gaseous Fuel, to the extent specified under the contract between the Storage Customer and the user of the Ticket Service, and provided that this does not compromise the established mandatory stock
- 2.8.1.5. Nominations/Renominations are submitted by the Storage Customer providing the Ticket Service on its own behalf in the performance of the Ticket Service, subject

to special principles for mobilising mandatory stocks of natural gas resulting from the TNC and the Stockpiling Act.

- 2.8.1.6. In case when mandatory stocks of natural gas are mobilised, the SSO shall fulfil the disclosure obligations described in particular in Article 52(3), Article 52a(2) and in Article 52a(4) of the Stockpiling Act.
- 2.8.1.7. The Storage Capacity allocated for the purposes of creating and maintaining the mandatory stocks of Gaseous Fuel on a priority basis in accordance with clause 3.5.1a) or 3.5.9a) shall not be used for the performance of the Ticket Service.

## **2.8.2. Performance of the Ticket Service by RARS pursuant to Article 70c of the Stockpiling Act**

2.8.2.1. In the event when an agreement is concluded between a Storage Customer and RARS for the provision of the Ticket Service referred to in Article 70c(1) of the Stockpiling Act:

2.8.2.1.1. upon its conclusion, RARS shall acquire the status of a Storage Customer to the extent that it has assumed the rights and obligations of a Storage Customer resulting from the SSA concluded with the SSO for the purpose of maintaining mandatory stocks pursuant to Article 70c(3)(2) of the Stockpiling Act;

2.8.2.1.2. The Storage Customer and RARS shall be obliged to inform the SSO by means of written declarations of all material elements of the concluded agreement for the provision of the Ticket Service relevant to the continued performance of the SSA concluded for the purpose of maintaining mandatory stocks, to which RARS has acceded on the side of the Storage Customer, no later than the date of such agreement, including specifically:

2.8.2.1.2.1. the parties to the agreement and the scope of the Ticket Service;

2.8.2.1.2.2. the quantity and location of mandatory stocks of natural gas covered by the scope of the Ticket Service;

2.8.2.1.2.3. the scope of the transfer of the rights to Storage Capacity onto RARS, together with the indication of the SSA under which the transfer takes place, the Storage Facility or Group of Storage Facilities;

2.8.2.1.2.4. the term of the agreement for the provision of the Ticket Service;

2.8.2.1.2.5. the approach agreed by the parties in the event of the termination of the SSA for the purposes of maintaining the mandatory stocks covered by the Ticket Service during the statutory period of their maintenance, or of the expiry or limitation of the obligation to maintain mandatory stocks on the part of the entity contracting the Ticket Service, including arrangements as

to how the withdrawal of gas from the Storage Facility or Group of Storage Facilities is to be secured in the situations described above;

2.8.2.1.2.6. the method adopted for the performance of the obligation laid down in clause 1.10.2 (REMIT reporting).

2.8.2.1.3. RARS shall be required to provide the SSO with documents and information confirming the fulfilment of the requirements for the execution of a SSA, including a Framework SSA, as stipulated in clauses 3.2 and 3.3 of the Rules, applied mutatis mutandis, within 7 days of the conclusion of the Agreement for the provision of the Ticket Service, with the exception of the obligation to provide the security specified in clause 3.3.2.3, and to conclude a SSA with the SSO confirming that RARS has assumed the rights and obligations of the Storage Customer as a result of the conclusion of the Agreement for the provision of the Ticket Service (as stipulated below);

2.8.2.1.4. on the basis of the consistent statements of the Storage Customer and RARS being parties to the Ticket Service Agreement, and on the basis of the documents and information provided by RARS in accordance with clause 2.8.2.1.3 shall:

2.8.2.1.4.1. call upon RARS, in the event of failure to submit all required documents or information, to supplement them within 4 Business Days from the date of delivery of the notice – the deadline for the execution of the notice may be extended accordingly upon a reasoned request of RARS addressed to the SSO within the time limit for the execution of the notice;

2.8.2.1.4.2. prepare a draft SSA confirming the accession of RARS to the rights and obligations of the Storage Customer as a result of the conclusion of an agreement for the provision of the Ticket Service, and send such draft to RARS within 4 Business Days from the receipt of all documents or information as required in under clause 2.8.2.1.3, in order to finally agree on its content of and executed the SSA – to the extent not regulated otherwise in clause 2.8.2, the provisions of clauses 3.2.10 - 3.2.12 concerning the execution of the Framework SSA shall apply accordingly to the procedure for concluding the SSA confirming the assumption by RARS of the rights and obligations of a Storage Customer as a result of concluding the agreement for the provision of the Ticket Service;

2.8.2.1.4.3. make the appropriate assignment of the Gaseous Fuel covered by such agreement to the SSA concluded with RARS, and communicate to the

hitherto Storage Customer and RARS, via e-mail, the current utilisation of the working volume being subject to the Ticket Service;

- 2.8.2.1.5. Immediately after the conclusion of the SSA referred to in clause 2.8.2.1.4.2 above between the SSO and RARS, the SSO and the Storage Customer contracting the Ticket Service shall sign an addendum to the SSA between them to incorporate the changes resulting from the RARS's taking over of part of the Storage Capacity covered by such SSA pursuant to Article 70c(3)(2) of the Stockpiling Act, or they shall sign an agreement confirming the termination of the SSA in the event that RARS takes over all Storage Capacity covered by the SSA on the basis of Article 70c(3)(2) of the Stockpiling Act. Until the addendum or agreement referred to in the preceding sentence is signed, the SSO shall not be liable for the failure to provide Storage Services to the Storage Customer contracting the Ticket Service in respect of the Storage Capacity transferred to RARS pursuant to Article 70c(3)(2) of the Stockpiling Act.
- 2.8.2.1.6. The Storage Customer that has entered into an agreement with RARS for the provision of the Ticket Service shall be liable to the SSO for all obligations relating to the rights to Storage Capacity transferred to RARS, arising up to the time of their acquisition by RARS.
- 2.8.2.1.7. To the extent not regulated in clause 2.8.2, the provisions of clause 2.8.1 shall apply mutatis mutandis to the Ticket Service provided by RARS, with the exception of clause 2.8.1.3.
- 2.8.2.1.8. The restrictions on the sharing or disposal of rights to Storage Capacity by the Storage Customer on the secondary market when such rights made available for the purpose of creating and maintaining mandatory stocks, as set out in clauses 5.6.1. and 5.6.2., shall not apply to the sharing or transfer of Storage Capacity under the relationship between the entity contracting the Ticket Service and RARS, to the extent that the sharing or transfer of such Storage Capacity is necessary for the performance of the agreement for the provision of the Ticket Service concluded pursuant to Art. 70c of the Stockpiling Act, including for the adjustment of the scope of the Ticket Service according to the provisions of the decision of the President of the ERO concerning the determination or validation of the volume of mandatory stocks issued for the entity contracting the Ticket Service from RARS.



## **2.9. Information about the available Storage Services**

- 2.9.1. Information about contracted and available Storage Services shall be published on the OIP in Polish and English language.
- 2.9.2. The above information shall be published separately for the Storage Facility and Groups of Storage Facilities in quantitative form with accuracy corresponding to minimum quantity unit of given Storage Capacity that may be ordered.
- 2.9.3. The information referred to in clause 2.9.1 shall also include the expiry date of the Storage Capacity booking.
- 2.9.4. The SSO shall update the information specified in clause 2.9.1 each day by 12.00 hours.
- 2.9.5. If the Storage Facility or a Group of Storage Facilities is used by one Storage Customer only and if the President of ERO issues a decision pursuant to Article 19(4) of Regulation (EC) No 715/2009 allowing non-disclosure of information by the SSO concerning the quantity of Gaseous Fuel stored in the Storage Facility or the Group of Storage Facilities, the quantity of Gaseous Fuel injected and withdrawn from the Storage Facility as well as the available capacity of the Storage Facility or the Group of Storage Facilities, the SSO shall refrain from disclosing such information to the extent specified in such decision.
- 2.9.6. The information published on the OIP shall include the planned date when the Storage Capacity, including New Storage Capacity, is to be offered, including the information on the existing or new Storage Facilities or Groups of Storage Facilities where such Storage Capacity or New Storage Capacity is to be offered, the scope of the Storage Capacity or New Storage Capacity being made available, as well as the planned starting date for the procedure of Storage Capacity allocation based on an Application (under an Application Procedure or through the Auction procedure. The SSO shall announce its intention to carry out the procedure for offering Storage Capacity on the OIP, subject to the application of the time frames set forth in clauses 3.7 and 3.8.
- 2.9.7. The principles set out in clause 2.9.6 shall apply as appropriate to Storage Capacity that has become available to be offered by the SSO as a result of the expiry or termination of a SSA, in part or in full. When the procedure for offering Storage Capacity, if carried out according to the time frames referred to in clause 2.9.6 above would restrict the ability to use the released Storage Capacity in a given Storage Year, the SSO may announce on the OIP that Applications for a SSA concerning the released Storage Capacity will be considered in the order of their submission, subject to clause 3.5.1 and clause 3.5.2, stating the date from which the Applications may be submitted.

- 2.9.8. The following information concerning Auctions shall be published by the SSO on the OIP:
- 2.9.8.1. information concerning the dates of Auctions planned during at least two following months, 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.below;
- 2.9.8.2. at least 5 Business Days before a given Auction is to take place, information on:
- 2.9.8.2.1. planned date and time when the Auction is to start and end,
- 2.9.8.2.2. type and parameters of the Storage Capacity to be offered in a given Auction,
- 2.9.8.2.3. period for which Storage Capacity is offered (the period and dates of the provision of Storage Services),
- 2.9.8.2.4. total amount of Storage Capacity offered in the Auction (Capacity Limit),
- 2.9.8.2.5. Minimum Price for the Storage Capacity offered in the Auction,
- 2.9.8.2.6. the Storage Facility and/or Group of Storage Facilities of which Storage Capacity will be subject to the Auction;
- 2.9.8.3. at least 5 Business Days before the date of a given Auction, as established according to clause 2.9.8.1., information on the cancellation of the Auction on the scheduled date together with the reason for its cancellation.
- 2.9.9. **The following information concerning the Application Procedure shall be published by the SSO on the OIP:**
- 2.9.9.1. planned date and time of beginning and end of the period during which it is possible to submit Applications under the Application Procedure,
- 2.9.9.2. type and parameters of the Storage Capacity to be offered under the Application Procedure,
- 2.9.9.3. period for which the Storage Capacity is being offered (start and end date of the period in which the Storage Service can be provided),
- 2.9.9.4. total amount of Storage Capacity offered under the Application Procedure (Capacity Limit),
- 2.9.9.5. Storage Facility or Group of Storage Facilities in which Storage Capacity is the subject of the Application Procedure,
- 2.9.9.6. in case when the provision of Storage Capacity depends on the fulfilment of a specific condition, other than the presentation of a security instrument by the Storage Customer, information about the fact that the entry into force of the SSA is subject to the fulfilment of the condition with the definition of the condition,
- 2.9.9.7. name of the Application Procedure.

- 2.9.10. The announcement of the planned Application Procedure referred to in 2.9.9 above concerning Short Term Storage Services should be published by the SSO on the OIP immediately, at least 2 Business Days in advance of the planned start date of the Application Procedure.
- 2.9.11. No information specified in clauses 2.9.1, 2.9.6, 2.9.8 and 2.9.9 shall be construed as an offer for the purposes of the Civil Code

## **2.10. Quality of Gaseous Fuel**

- 2.10.1. The Gaseous Fuel to be supplied by Storage Customers for injection into the Storage Facility or Groups of Storage Facilities must conform to the requirements of the Network Code.
- 2.10.2. The Gaseous Fuel to be supplied to Storage Customers by withdrawal from the Storage Facility or Groups of Storage Facilities must conform to the requirements of the Network Code.
- 2.10.3. The SSO reserves the right to suspend the injection of Gaseous Fuel into UGS in case when the quality of Gaseous Fuel is characterised by a Gross Calorific Value lower than 38 MJ/m<sup>3</sup> (10.556 kWh/m<sup>3</sup>) even in case when the TSO accepts such Gaseous Fuel for transportation in the Transmission System.
- 2.10.4. The average monthly Gross Calorific Value of the Gaseous Fuel injected to and withdrawn from each Storage Facility and Group of Storage Facilities shall be published by the SSO on the OIP.

## **2.11. Principles for determining the quantities of Gaseous Fuel in energy units**

- 2.11.1. The SSO shall establish the average hourly Gross Calorific Value of Gaseous Fuel injected to the Storage Facility, including any Storage Facility making part of a Group of Storage Facilities, or withdrawn from such facility, using the following method:
  - 2.11.1.1 The SSO shall measure the volume of Gaseous Fuel injected to the Storage Facility, or withdrawn from such facility, during an hour;
  - 2.11.1.2 The SSO shall establish the average hourly Gross Calorific Value of Gaseous Fuel injected to the Storage Facility, or withdrawn from such facility, in accordance with the Network Code, on the basis of the arithmetic average of the Gross Calorific Value measurements taken during a given hour;
  - 2.11.1.3 The product of the volume of Gaseous Fuel established pursuant to the measurement referred to in clause 2.11.1.1 and the average hourly Gross Calorific Value established in accordance with the principles referred to in clause 2.11.1.2 shall be taken as the basis for establishing the quantity of Gaseous Fuel

injected to the Storage Facility during a given hour, or withdrawn from such Facility during an hour.

- 2.11.2. The SSO shall establish the average hourly Gross Calorific Value for a Group of Storage Facilities by dividing the sum of the quantity of Gaseous Fuel, as determined in accordance with clause 2.11.1.3 for each Storage Facility comprised in a Group of Storage Facilities, by the sum of the volumes of Gaseous Fuel, as determined in accordance with clause 2.11.1.1 for each Storage Facility comprised in the Group of Storage Facilities

## **2.12. Nominations and Renominations**

### **2.12.1. General principles**

- 2.12.1.1. The Storage Customer shall be obliged to provide the SSO with information on the planned quantities of Gaseous Fuel to be injected to Storage Facilities or a Group of Storage Facilities, or withdrawn from them. The information shall be provided by 1 March of each Storage Year for the following Storage Year and for each Storage Month, and updated by 20th calendar day of the Gas Month preceding the Gas Month such information relates to.
- 2.12.1.2. The information referred to in clause 2.12.1.1 shall not apply to Gaseous Fuel which is stored by the Storage Customer for the purposes of creating and maintaining the mandatory stock referred to in clause 2.7.
- 2.12.1.3. Storage Customers shall submit Nominations to the SSO in respect of Gaseous Fuel to be injected into or withdrawn from Storage Facilities a Group of Storage Facilities. Nominations may be revised by way of Renominations. Each Nomination and Renomination must be approved by the SSO.
- 2.12.1.4. Nominations are submitted individually for the Storage Facility and each Group of Storage Facilities, i.e. individually for Storage Facilities UGS Wierzchowice, GSF Kawerna and GSF Sanok.
- 2.12.1.5. The quantities of Gaseous Fuel in Nominations and Renominations shall be specified in kWh.
- 2.12.1.6. Storage Customers shall submit a daily Nomination to the SSO, in which it shall specify the quantities of Gaseous Fuel to be delivered for injection to or withdrawn from the Storage Facility or a Group of Storage Facilities for each hour of the Gas Day.
- 2.12.1.7. With respect to a given hour of the Gas Day, the Storage Customer may submit Nominations and Renominations for Gaseous Fuel which is only to be injected to the Storage Facility or a Group of Storage Facilities, or withdrawn from such Storage Facility or Group of Storage Facilities.

- 2.12.1.8. Each day, by 12.00 hours, the SSO shall provide Storage Customers with 3-day forecasts for a given Storage Customer for each Gas Day, which reflect the capabilities for Nominations and Renominations by the Storage Customer in such period. The updates on the withdrawal and injection capability shall be prepared on the basis of the Nominal Injection Capacity and Nominal Withdrawal Capacity for the Storage Facility or a Group of Storage Facilities, as well as on the basis of the technical characteristics for injection and withdrawal, which are set out in Part II of these Rules. In preparing the updates, the SSO shall account for the filling level of respective Storage Facilities, and the quality parameters of Gaseous Fuel to be injected or withdrawn which affect the Extension or Reduction of Offered Services, as well as any limitations resulting from any planned Storage Facility Work to be undertaken in the Storage Facility or a Group of Storage Facilities, or any unplanned Storage Facility Work in the Storage Facility or a Group of Storage Facilities, as well as maintenance downtime periods. The updates shall be compiled individually for the Storage Facility and a Group of Storage Facilities. The above information shall be published in the OIEP or communicated to Storage Customers individually as agreed. The updates on the withdrawal and injection capabilities provided to the Storage Customer shall include only information relevant to the Storage Customer concerned. The 3-day forecasts are not provided in the delivery of the Intraday Storage Service or Day-Ahead Storage Service.
- 2.12.1.9. If the 3-day updates on the capability of Gaseous Fuel withdrawal and injection are no longer current, the SSO shall promptly provide Storage Customers with a revised update. If the execution of the Nominations submitted by Storage Customers becomes impossible, the Storage Customer shall promptly submit a Renomination to the SSO, on the basis of updated information on Gaseous Fuel withdrawal and injection capabilities to be provided by the SSO.
- 2.12.1.10. The Nominations and Renominations submitted by Storage Customers should take in account the following:
- 2.12.1.10.1. the forecast referred to in 2.12.1.8. subject to clause 2.12.1.20;
  - 2.12.1.10.2. the technical limits and parameters of the Storage Facility or a Group of Storage Facilities, as per the Technical Specifications of the respective Storage Facilities set out in Part II, Sections 6, 7 and 8 of the Rules
- 2.12.1.11. The possibility to withdraw Gaseous Fuel during the Injection Period and to inject Gaseous Fuel during the Withdrawal Period exists in GSF Sanok and the Storage Facility of UGS Wierzchowice, to the extent that the Nominations and Renominations concerning withdrawal and injection in the same period may be offset against each other by reducing accordingly the flow of Gaseous Fuel injected

to the Storage Facility and a Group of Storage Facilities, or withdrawn from the Storage Facility and a Group of Storage Facilities, as the case may be, without reducing the Nominations or Renominations of individual Storage Customers. Such injection or withdrawal shall take place under an Intraday Storage Service and Reverse Storage Service. In such a case, the Nominal Injection Capacity or Nominal Withdrawal Capacity, which will not be physically used due to the offset of Nominations and Renominations, shall be offered by the SSO to other Storage Customers for the current or the following Gas Day under an Intraday Storage Service. Storage Customers interested in using the unused Nominal Injection Capacity or unused Nominal Withdrawal Capacity shall submit the relevant Nomination or Renomination, taking into account the unused Nominal Injection Capacity or the unused Nominal Withdrawal Capacity. In case when it is impossible to fulfil all the requests, the unused Nominal Injection Capacity or unused Nominal Withdrawal Capacity shall be distributed pro rata among the interested Storage Customers.

- 2.12.1.12. GSF Kawerna enables, physical Gaseous Fuel withdrawal during the Injection Period and physical Gaseous Fuel injection during the Withdrawal Period, as well as the offset of Nominations and Renominations concerning injection and withdrawal during the same period.
- 2.12.1.13. The SSO shall schedule Spring and Autumn Maintenance Downtime Periods between the Injection Period and the Withdrawal Period, subject to the terms set out in clause 2.16.2.
- 2.12.1.14. Due to the necessity of restarting each of the Storage Facilities making part of GSF Sanok, following a Downtime Period longer than 14 days, after the Autumn Maintenance Downtime Period or the Spring Maintenance Downtime Period, Storage Customers shall be obliged to advise the SSO of their intention to inject or withdraw gas to or from GSF Sanok at least 26 hours prior to the first hour when the injection or withdrawal of Gaseous Fuel by the interested Storage Customer is to begin.
- 2.12.1.15. Nominations and Renominations submitted by the Storage Customer to the SSO and concerning injection of Gaseous Fuel to the Storage Facility or a Group of Storage Facilities or withdrawal of Gaseous Fuel from the Storage Facility or a Group of Storage Facilities must be consistent with the relevant nominations and renominations submitted by the Storage Customer to the TSO.
- 2.12.1.16. A Nomination or Renomination may be rejected for the following reasons:
  - 2.12.1.16.1. the inconsistency with the provisions of clauses 2.12.1.3 to 2.12.1.14.

- 2.12.1.16.2. a capacity congestion or emergency situation in the Transmission System reported by the TSO to the SSO, which prevents the performance of Storage Services in accordance with the Nominations or Renominations submitted by Storage Customers,
- 2.12.1.16.3. the necessity to mobilise Firm Storage Services or mandatory stocks pursuant to the provisions of the Stockpiling Act in case of an Interruptible SSA,
- 2.12.1.16.4. an Emergency Situation,
- 2.12.1.16.5. the combined Nominations and Renominations submitted by all the Storage Customers for the Storage Facility or a Group of Storage Facilities are below the minimum technical capabilities of measurement instruments or compression capacity in case when compressors are used,
- 2.12.1.16.6. the Storage Customer does not have a title to the Gaseous Fuel concerned by the Nomination or Renomination,
- 2.12.1.16.7. the failure by the Storage Customer to account for restrictions resulting from Storage Facility Work at the Storage Facility or a Group of Storage Facilities in its Nominations or Renominations, when such restrictions were accounted for in the 3-day forecasts provided to the Storage Customer in accordance with clause 2.12.1.8.
- 2.12.1.16.8. the reduction of Nominal Injection Capacities or Nominal Withdrawal Capacities provided in 3-day forecasts.
- 2.12.1.16.9. when at least one Storage Facility making part of a Group of Storage Facilities is undergoing the Spring or Autumn Downtime Period, and the level of mandatory stocks has been achieved in other Storage Facilities of the same Group of Storage Facilities which are not subject to such a downtime period.
- 2.12.1.17. When rejecting a Nomination or Renomination, the SSO shall give reasons for the rejection.
- 2.12.1.18. A Nomination or Renomination may be rejected in whole or in part. In this latter case, the Nomination or Renomination shall be considered approved to the extent it has not been rejected.
- 2.12.1.19. In the case referred to in clauses from 2.12.1.16.2 to 2.12.1.16.5. the SSO shall strive to provide Storage Services to the maximum extent possible. For this purpose, the SSO shall aim at accepting the Nominations covering the largest volume of Gaseous Fuel.
- 2.12.1.20. The Intraday Storage Service shall be provided to the Storage Customer in case when the approved Nomination exceeds the Nominal Injection Capacity or Nominal Withdrawal Capacity, as the case may be, available to such Storage Customer and set forth in the forecast referred to in clause 2.12.1.8.

- 2.12.1.21. The provisions of clause 2.12.1.15 shall not apply to the Storage Customer being the TSO.
- 2.12.1.22. The exchange of information between the SSO, Storage Customer and TSO in respect of the Nominations, Renominations and Allocations shall be based on the EDIG@S electronic document interchange standard, in xml format using the AS messaging protocol (AS2 or AS4), or shall be done through the OIEP. In case of a failure of the communication channel based on the AS protocol and/or the OIEP, the information on the submitted Nominations and Renominations may be submitted by electronic mail.
- 2.12.1.23. When a Renomination submitted by any Storage Customer renders the execution of earlier approved Nominations impossible:
- 2.12.1.23.1. the acceptance of such Storage Customer's Renomination will take place within a time-frame that enables the remaining Storage Customers to submit relevant renominations to the TSO;
- 2.12.1.23.2. The SSO reserves the right to reduce or suspend the execution of previously approved Nominations, and to notify the Storage Customer accordingly, within a time-frame that allows Storage Customers to submit corresponding renominations to the TSO.
- 2.12.1.24. In case when the Storage Customer injects all the Gaseous Fuel under a Firm Storage Service, the Storage Customer shall not be allowed to use the Nominal Injection Capacity it is entitled to under the Firm Storage Service for the injection of gas under an Interruptible Storage Service.
- 2.12.1.25. In case when the Storage Customer withdraws all the Gaseous Fuel under an Interruptible Storage Service, the Storage Customer shall not be allowed to use the Nominal Withdrawal Capacity it is entitled to under the Interruptible Storage Service for the withdrawal of gas under a Firm Storage Service.
- 2.12.1.26. Subject to clause 2.7.16, the Storage Customer may only use the Nominal Withdrawal Capacity ordered under a Firm Storage Service for the withdrawal of Gaseous Fuel under an Interruptible Storage Service when the submitted Nominations or Renominations would result in a reduction of the Nominal Withdrawal Capacity ordered under the Interruptible Storage Service.

**2.12.2. Nomination Submission Time-frame**

- 2.12.2.1. Storage Customers shall submit Nominations to the SSO no later than by 2:00 pm on the Gas Day preceding the Gas Day such Nomination refers to.



- 2.12.2.2. In case when the Storage Customer submits more than one Nomination within the time-frame stipulated in these Rules, the SSO shall consider the last Nomination received.
- 2.12.2.3. The SSO shall notify the Storage Customer about the approval or rejection of the nomination by 4:00 pm on the Gas Day preceding the Gas Day the Nomination refers to.
- 2.12.2.4. In justified cases, the dispatching services of the Storage Customer and the SSO may agree, in the course of the dispatching procedure, to shorten the time limits set out in points 6.1.2, 7.1.2, 8.1.2.

### **2.12.3. Renomination Submission Time-frame**

- 2.12.3.1. The Storage Customer may submit a Renomination for the hourly quantities of Gaseous Fuel specified in the Nomination approved by the SSO for a given Gas Day. The Renomination may be submitted from 4:00 pm on the Gas Day preceding the day the Renomination refers to until 3:00 am of the Gas Day the Renomination refers to, subject to clause 2.12.1.14 and clause 6.1.2, clause 7.1.2 and clause 8.1.2.
- 2.12.3.2. The Renomination review procedure begins at the top of every hour and last for two (2) hours. The SSO shall consider the last Renomination for a give Group of Storage Facilities or Storage Facility received from a given Storage Customer before the beginning of each full hour in case of receiving multiple Renominations from the Storage Customer.
- 2.12.3.3. In case when the Storage Customer submits more than one Renomination within the time-frame stipulated in these Rules, the last Renomination approved by the SSO shall become the binding Nomination for the Gas Day such Renomination relates to.
- 2.12.3.4. The SSO shall advise the Storage Customer of the approval or rejection of the Nomination within two (2) hours of the beginning of the Renomination review procedure.
- 2.12.3.5. The SSO shall proceed with the execution of the Renomination in accordance with the time-frame set out in clause 6.1.2, clause 7.1.2 and clause 8.1.2. In justified cases, the dispatching services of the Storage Customer and the SSO may agree, in the course of the dispatching procedure, to shorten the time limits set out in points 6.1.2, 7.1.2, 8.1.2.
- 2.12.3.6. In case of the occurrence of an Emergency Situation that may result in the reduction of the injection or withdrawal of Gaseous Fuel, the SSO shall promptly notify Storage Customers of the occurrence of such Emergency Situation and its

expected duration. After receiving the notification from the SSO, the Storage Customer shall promptly submit a Renomination for the expected duration of the Emergency Situation.

**2.12.4. Verification of Nomination and Renomination matching. The lesser rule**

- 2.12.4.1. The SSO shall verify whether Nominations or Renominations match the nominations or renominations in the Transmission System.
- 2.12.4.2. If such verification procedure reveals any mismatch between any Nomination or Renomination submitted to the SSO and the respective nomination or renomination submitted to the TSO for entry and exit points in the Transmission System at connections with the Storage Facility or a Group of Storage Facilities, the lesser rule shall be applied. Accordingly, the SSO shall not execute the Nomination or Renomination of the Storage Customer to the extent it exceeds the approved nomination or renomination of the Storage Customer submitted to the TSO or the SSO.
- 2.12.4.3. The provisions of clauses 2.12.4.1 to 2.12.4.2 shall not apply to the Storage Customer being the TSO.

**2.13. Allocations**

- 2.13.1. In case when Gaseous Fuel is delivered for injection to or withdrawn from the Storage Facility or a Group of Storage Facilities only by one Storage Customer, the total quantity of Gaseous Fuel injected or withdrawn shall be allocated to such Storage Customer.
- 2.13.2. If the total quantity of injected or withdrawn Gaseous Fuel matches the Nominations or Renominations for the Storage Facility or a Group of Storage Facilities, then Gaseous Fuel shall be allocated to individual Storage Customers in accordance with their approved Nominations or Renominations.
- 2.13.3. In case when Gaseous Fuel is withdrawn from the Storage Facility or a Group of Storage Facilities by multiple Storage Customers, or under multiple SSAs, and the quantity of Gaseous Fuel withdrawn differs from the sum of the Nominations or Renominations for such Storage Facility or Group of Storage Facilities, the differences between the total quantities of Gaseous Fuel set out in all the approved Nominations and Renominations and the measured quantities of Gaseous Fuel withdrawn from the Storage Facility or Group of Storage Facilities shall be allocated to Storage Customers in accordance with the provisions of the Network Code.
- 2.13.4. In case when Gaseous Fuel is delivered for injection to the Storage Facility or a Group of Storage Facilities by multiple Storage Customers, or under multiple SSAs, and the quantity of Gaseous Fuel injected differs from the sum of the Nominations or

Renominations for such Storage Facility or Group of Storage Facilities, the differences between the total quantities of Gaseous Fuel set out in all the approved Nominations and Renominations and the measured quantities of Gaseous Fuel injected to the Storage Facility or Group of Storage Facilities shall be allocated pro rata to individual Storage Customers based on their approved Nominations or Renominations.

- 2.13.5. In case when an inter-operator agreement between the SSO and the TSO executed, the daily quantities of Gaseous Fuel delivered by the Storage Customer for injection or withdrawn by the Storage Customer shall be deemed to correspond to the quantities set out in the Nomination approved for the Storage Facility or a Group of Storage Facilities. The information on the execution of the inter-operator agreement shall be published on the OIP and in the OIEP.
- 2.13.6. The SSO shall execute Nominations and Renominations expressed in the energy units.
- 2.13.7. Until 10.00 am on each Gas Day, the SSO shall notify each Storage Customer about the performance of Storage Services for the preceding Gas Day. Such information provided to Storage Customers shall not be taken as the basis for settlements in respect of Storage Services.
- 2.13.8. If both a Firm Storage Service and an Interruptible Storage Service are used by the Storage Customer at the same time, then:
  - 2.13.8.1. in case of Gaseous Fuel withdrawal by such Storage Customer, the Gaseous Fuel stored under the Interruptible Storage Service shall be delivered to such Storage Customer in the first place, provided that such withdrawal does not affect the created mandatory stock, and taking into account the principles set out in clause 2.13.12 which applies in case of the withdrawal of Gaseous Fuel stored in Additional Working Volume under the provided Extension of the Offered Services;
  - 2.13.8.2. In case of Gaseous Fuel injection upon the instruction of such Storage Customer, it shall be first recognised as Gaseous Fuel stored under the Firm Storage Service, and subsequently under the Interruptible Storage Service, taking into account the principle set out in clause 2.13.11 which applies in case of the injection of Gaseous Fuel to Additional Working Volume under the provided Extension of the Offered Services.
- 2.13.9. The decision concerning the Allocation of the withdrawn or injected Gaseous Fuel, within the limits of the Storage Services ordered by the Storage Customer, shall be made by the SSO based on the actually used Storage Capacity.
- 2.13.10. The SSO shall provide Storage Customers with information on the Allocations made through the OIEP available on the OIP. The information in the OIEP shall be posted

in Polish and English language version, provided that the Polish version shall be binding and the English one shall only serve for information purposes. In case of a failure of the OIEP, the information shall be sent by electronic mail, provided that the SSO immediately notifies Storage Customers of the failure occurrence. The information on Allocations shall be provided in a form of daily reports in accordance with clause 2.13.7, and in a form of protocols covering the preceding settlement period, in accordance with clause 3.11.2.2.

- 2.13.11. In case when the SSO provides the Extension of the Offered Services by making available Additional Working Volume, Gaseous Fuel delivered for injection to the Storage Facility or a Group of Storage Facilities shall be recognised as Gaseous Fuel stored as part of the Additional Working Volume at the end, unless the Extension of the Offered Services is provided for the purposes of holding a mandatory stock.
- 2.13.12. In case when the SSO provides the Extension of the Offered Services by making available Additional Working Volume, Gaseous Fuel stored as part of the Additional Working Volume shall be released first, unless the Extension of the Offered Services is provided for the purposes of holding a mandatory stock.

## **2.14. Withdrawal of Gaseous Fuel**

- 2.14.1. The Storage Customer shall be required to withdraw the quantity of Gaseous Fuel that belongs to it from the Storage Facility or a Group of Storage Facilities within a period not exceeding the term of the Long-Term or Short-Term SSA. For this purpose, the Storage Customer must order the appropriate Withdrawal Capacity, unless it has been ordered earlier under an Unbundled Storage Service or a Storage Service in the form of a Bundled Unit or Flexible Bundled Unit.
- 2.14.2. The Storage Customer shall submit appropriate Nominations, which should take into account the specifics of the Storage Services provided to such Storage Customer, in order to withdraw Gaseous Fuel injected into the Storage Facility or a Group of Storage Facilities, before the expiry of the term of the relevant SSA.
- 2.14.3. In case when the Storage Customer fails to order the appropriate Withdrawal Capacity, or to submit its Nomination to withdraw Gaseous Fuel in accordance with clause 2.14.2, by the date specified in clause 2.14.2, the procedure set out in clause 3.14 shall apply.
- 2.14.4. The provisions of clauses 2.14.1 to 2.14.3 shall not apply when another SSA is in place and provides the basis for the SSO to continue storing the quantity of Gaseous Fuel left by the Storage Customer in the Storage Facility or a Group of Storage Facilities and for the withdrawal of such Gaseous Fuel by the same or other Storage Customer.

## **2.15. Suspension of Storage Services**

- 2.15.1. The SSO may suspend or restrict its Storage Services if:
  - 2.15.1.1. an Emergency Situation occurs,
  - 2.15.1.2. the Storage Customer defaults on the payment of any amount due for the Storage Services despite being given a prior written notice of the intended termination of the SSA and an additional 14-day period for the payment of its outstanding and current liabilities,
  - 2.15.1.3. the Gaseous Fuel delivered for injection by the Storage Customer does not conform to the quality requirements specified in clause 2.10 of these Rules.
- 2.15.2. The suspension of the Storage Services shall consist in a refusal to accept any Gaseous Fuel for injection in case when the requirements set out in clause 2.10.1 are not met and in the circumstances described in clause 2.10.3. In the cases referred to in clauses 2.15.1.1 and 2.15.1.2, the suspension may consist in a refusal to deliver or inject any Gaseous Fuel.
- 2.15.3. The SSO shall resume the suspended Storage Service immediately after reasons for the suspension or restriction cease to exist.
- 2.15.4. The SSO shall not be liable for any suspension or restriction of Storage Services if such suspension or restriction was due to reasons attributable to the Storage Customer. In such case, the Storage Customer shall pay in full the amounts due for the whole period of the suspension or restriction.

## **2.16. Downtime Periods at the Storage Facility or Groups of Storage Facilities**

- 2.16.1. Scheduled Downtime Periods at the Storage Facility or a Group of Storage Facilities
  - 2.16.1.1. On or before 31 October, the SSO shall notify Storage Customers, Applicants and the TSO of the expected dates of any Storage Facility Work at the Storage Facility or a Group of Storage Facilities and scheduled for the following calendar year and the following Storage Year that might affect the operating conditions of the Storage Facilities or Groups of Storage Facilities, and result in any constraints for the injection or withdrawal of Gaseous Fuel. The SSO shall also specify the expected duration of such constraints. The information shall be provided to each Storage Customer individually and updated on the OIP.
  - 2.16.1.2. Storage Customers and the TSO shall be notified of the exact dates and the constraints concerning the provision of Storage Services no later than 21 days prior

to their beginning, or immediately in case when the provision of such information within the timeframe specified above is impossible.

- 2.16.1.3. When justified, the SSO may change the dates of any Storage Facility Work at the Storage Facility or a Group of Storage Facilities during the Storage Year. Such changes may also be introduced by the SSO upon a justified request of the Storage Customer or the TSO, provided that they are approved by other users of the Storage Facility or Group of Storage Facilities.
- 2.16.1.4. Any changes to the dates of Storage Facility Work at the Storage Facility or a Group of Storage Facilities and the dates of any unscheduled work shall be notified by the SSO to the Storage Customers concerned and to the TSO.
- 2.16.1.5. For the duration of the constraints resulting from the performance of Storage Facility Work at the Storage Facility, including any Storage Facility making part of a Group of Storage Facilities the SSO shall be released from the obligation to accept Gaseous Fuel for injection or deliver Gaseous Fuel for withdrawal, if these activities are prevented by the Storage Facility Work at the Storage Facility or a Group of Storage Facilities.
- 2.16.2. Spring and Autumn Maintenance Downtime Periods
- 2.16.2.1. When combined, the duration of the Spring Maintenance Downtime Period and the Autumn Maintenance Downtime Period for each Storage Facility, including any Storage Facility comprised in a Group of Storage Facilities, must not exceed 35 Gas Days in the Storage Year
- 2.16.2.2. During the Spring Maintenance Downtime Periods or Autumn Maintenance Downtime Periods of individual Storage Facilities comprised in a Group of Storage Facilities, the Injection Capacity or the Withdrawal Capacity for such Group of Storage Facilities shall be limited to the extent that this results from the capacity reduction resulting from such Spring Maintenance Downtime Period or Autumn Maintenance Downtime Period of individual Storage Facilities comprised in the Group of Storage Facilities.
- 2.16.2.3. The Spring Maintenance Downtime Period must not begin earlier than at 6.00 a.m. on 15 March and must not finish later than at 6.00 a.m. on 16 May, and the Autumn Maintenance Downtime Period must not begin earlier than at 6.00 a.m. on 1 September and must not finish later than at 6.00 a.m. on 16 November.
- 2.16.2.4. By 31 October of the Storage Year, the SSO shall announce, on the OIP, the expected starting and ending dates of the Spring Maintenance Downtime Period, as well as the expected starting and ending dates of the Autumn Maintenance Downtime Period in the following Storage Year.

- 2.16.2.5. The SSO may change the starting and ending dates of the Spring Maintenance Downtime Period and Autumn Maintenance Downtime Period, provided that such change cannot be made later than 21 Gas Days prior to the planned starting date of the Spring Maintenance Downtime Period or Autumn Maintenance Downtime Period. Such changes may also be introduced by the SSO upon a justified request of the Storage Customer or the TSO, provided that they are approved by other users of the relevant Storage Facility.
- 2.16.2.6. During the Spring Maintenance Downtime Period and Autumn Maintenance Downtime Period of each Storage Facility, including any Storage Facility comprised in a Group of Storage Facilities, there is no possibility of Gaseous Fuel injection and/or withdrawal and the SSO is released from the obligation to accepting Gaseous Fuel for injection or delivering it for withdrawal..
- 2.16.2.7. For the duration of the Spring Maintenance Downtime Period or the Autumn Maintenance Downtime Period in the Storage Facility of UGS Wierchowice, the Storage Customer shall be subject to the charges applicable under the Tariff, and in such case the provisions concerning discounts set forth in the Tariff shall not be applicable. In case of the reduction of the Injection Capacity or Withdrawal Capacity of a Group of Storage Facilities during the Spring Maintenance Downtime Periods or Autumn Maintenance Downtime Periods of individual Storage Facilities comprised in the Group of Storage Facilities, the provisions concerning discounts set forth in the Tariff shall not be applicable.
- 2.16.3. Unscheduled Downtime Periods at the Storage Facility or a Group of Storage Facilities
- 2.16.3.1. In the event that some unscheduled Storage Facility Work has to be performed at a Storage Facility or a Group of Storage Facilities, the SSO shall immediately announce this fact on the OIP, and notify directly Storage Customers and the TSO, stating the estimated duration and the extent of any constraints affecting the Storage Capacity.
- 2.16.3.2. The Storage Customer shall account for any constraints resulting from the performance of unscheduled Storage Facility Work at the Storage Facility or a Group of Storage Facilities in the Nominations and Renominations.
- 2.16.3.3. The Storage Customer shall account for any constraints resulting from the performance of unscheduled Storage Facility Work at the Storage Facility or a Group of Storage Facilities in the nominations submitted to the TSO.
- 2.16.3.4. For the duration of the constraints resulting from the performance of unscheduled Storage Facility Work at the Storage Facility or a Group of Storage Facilities, the SSO shall be released from the obligation to accept Gaseous Fuel for injection or

deliver Gaseous Fuel for withdrawal if these activities are prevented by the unscheduled Storage Facility Work at the Storage Facility or a Group of Storage Facilities.

### **2.17. Entry and exit points**

- 2.17.1. The Gaseous Fuel designated for injection should be delivered by the Storage Customer to the SSO to the Storage Facility or a Group of Storage Facilities at the  $PWY_{OSM}$ .
- 2.17.2. The Gaseous Fuel designated for withdrawal from the Storage Facility or a Group of Storage Facilities should be provided by the SSO to the Storage Customer at the  $PWE_{OSM}$ .
- 2.17.3. The measurements are taken at the entry and exit points in accordance with the provisions of the TNC.

## **Section 3 Storage Services Agreements**

### **3.1 Types and procedures for the conclusion of Storage Services Agreements**

- 3.1.1. The SSO shall enter into a Framework SSA and a Long-Term SSA or a Short-Term SSA with the Storage Customer. There is also a possibility of concluding a Day-Ahead SSA, which is a framework agreement and enables the provision of Day-Ahead Storage Services only.
- 3.1.2. The conclusion of a Long-Term Storage Services Agreement as well as the conclusion of a Short-Term Storage Services Agreement, regardless of whether it takes place through the Application (under Application Procedure) or the Auction procedure, requires the prior conclusion of the Framework SSA by the Applicant.
- 3.1.3. Upon conclusion of the Framework SSA, the Applicant shall obtain the status of a Storage Customer and shall be entitled to apply for the conclusion of a Long-Term Storage Services Agreement or a Short-Term Storage Services Agreement, . An Applicant 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 Applicant can obtain the status of a Storage Customer and participate in these procedures. The status of a Storage Customer shall also be granted to an Applicant that has concluded



- a Day-Ahead SSA, provided that such Applicant may only apply for the allocation of Storage Capacity under clauses 2.3.1.13 - 2.3.1.18.
- 3.1.4. The Framework SSA and Day-Ahead SSA shall be concluded for an indefinite period.
  - 3.1.5. The basis for the allocation of Storage Capacity and the provision of Storage Services is the conclusion of a Long Term or Short Term SSA, and in case of a Day-Ahead Storage Service – the conclusion of a Day-Ahead SSA, Long-Term SSA or Short-Term SSA, and the acceptance by the SSO of an order placed by the Storage Customer, in accordance with clauses 2.3.1.13 – 2.3.1.16.
  - 3.1.6. The minimum term of a Long-Term SSA for Storage Facility of UGS Wierzchowice and GSF Sanok is one (1) Storage Year and the maximum term of such agreement is four (4) consecutive Storage Years. Long-Term SSAs for Storage Facility of UGS Wierzchowice and GSF Sanok are only executed for a specified period of 1, 2, 3 or 4 consecutive Storage Years.
  - 3.1.7. The minimum term of a Long-Term SSA for GSF Kawerna is 1 Storage Year or 12 consecutive Gas Months, when not corresponding to a Storage Year, and the maximum term of such agreement is 4 consecutive Storage Years or 48 consecutive Gas Months, when not corresponding to Storage Years. Long-Term SSAs for GSF Kawerna are executed exclusively for a definite term of 1, 2, 3 or 4 Storage Years or 12, 24, 36 or 48 consecutive Gas Months, when not corresponding to Storage Years.
  - 3.1.8. The term of a Short-Term SSA for GSF Kawerna shall be:
    - 3.1.8.1. for Monthly Storage Service, the minimum term shall correspond to 1 Gas Month with the maximum term of such agreement being 11 consecutive Gas Months.
    - 3.1.8.2. for Weekly Storage Service, the minimum term shall correspond to 7 consecutive Gas Days with the maximum term of such agreement being 21 consecutive Gas Days.
    - 3.1.8.3. for Day-Ahead Storage Service, the term of such agreement being 1 Gas Day
  - 3.1.9. The term of the Short-Term SSA, with respect to non-allocated Storage Capacity in the Storage Facility of UGS Wierzchowice or in the GSF Sanok, as referred to in 3.7.33, which can be provided during the current Storage Year, with the exception of the Reverse Storage Service, may start not later than at 6.00 a.m. on 1 August of the given year, and shall continue until the end of the current Storage Year.
  - 3.1.10. Due to end of the term of the Short-Term SSA referred to in clause 3.1.9, which falls during a Gas Month, such Monthly Storage Service shall be settled proportionally to the period of service provision.

- 3.1.11. The term of the Short-Term SSA with respect to the Reverse Storage Service shall correspond to 9 consecutive Gas Months and continue from 6.00 a.m. on 1 December of a given year until 6.00 a.m. on 1 September of the following year.
- 3.1.12. The Short-Term SSAs referred to in clause 3.1.8 shall be executed only for a definite term of 1 Gas Day, 7, 14, or 21 consecutive Gas Days, or 1 Gas Month or its multiple.
- 3.1.13. An application for a Long-Term SSA which does not meet the requirements specified, as appropriate, in clauses 3.1.6. and 3.1.7 , and an Application for a Short-Term SSA which does not meet the requirements specified, as appropriate, in clauses 3.1.8 and 3.1.12 shall be rejected.
- 3.1.14. The SSO reserves the right to reduce the term of providing the Long-Term Storage Service referred to in clause 3.1.6 and 3.1.7 in order to ensure equal access of all interested parties to the Storage Service in case when the time limit for the submission of Applications for a SSA is reduced, or when the Applications are processed in accordance with the order of their submission. When the possibility of the Long-Term Storage Service being offered by the SSO emerged shortly before the beginning of the first Storage Year when the offered Storage Service is to be provided, such SSA is still deemed to be a Long-Term SSA, and the Storage Service provided thereunder is treated and settled as a Long-Term Storage Service.
- 3.1.15. Application for a SSA , or an Bid submitted in the Auction procedure shall lead to the conclusion of a Storage Services Agreement, provided that they meet the formal requirements set forth, as appropriate, in the Rules or in the SSP Terms and Conditions, and in addition:
  - 3.1.15.1. sufficient Storage Capacity is available to permit the provision of Storage Services in accordance with clause 2.2.6, in accordance with the scope specified in the Application for a SSA or the Bid,
  - 3.1.15.2. the circumstances that would justify a refusal to provide the Storage Services under the relevant legal regulations do not apply
  - 3.1.15.3. in case of the Application Procedure – the Storage Customer accepts the amount of Storage Capacity allocated to it under such Procedure.
- 3.1.16. **Procedures for allocating Storage Capacity and concluding the SSA**
- 3.1.16.1. The SSO shall apply non-discriminatory and transparent procedures for allocating the Storage Capacity and concluding Storage Services Agreements, which:
  - 3.1.16.1.1. provide appropriate economic signals for the efficient and maximised utilisation of such capacity, and facilitate investments in new infrastructure;
  - 3.1.16.1.2. are compatible with market-driven mechanisms while maintaining flexibility and the ability to adapt to changing market conditions; and

- 3.1.16.1.3. are compatible with interconnected network access systems;
  - 3.1.16.1.4. take into account the integrity and operation of the UGS;
  - 3.1.16.1.5. are developed in consultation with the market in order to ensure that they are adapted to the needs of the market to the maximum possible extent;
  - 3.1.16.1.6. take into account obligations to ensure the security of gas supply, resulting in particular from the provisions of the Stockpiling Act.
- 3.1.16.2. The allocation of the Storage Capacity and conclusion of the Storage Services Agreement may take place under the following procedures:
- 3.1.16.2.1. based on an Application (under the Application Procedure) as stipulated in particular in clauses 3.3, 3.5, 3.7 and 3.8, taking into account clauses 2.9.6 and 2.9.7 concerning the offering of the New Storage Capacity or the Storage Capacity released as a result of expiry of the Storage Services Agreement, in part or in full, and the SSP Terms and Conditions .
  - 3.1.16.2.2. pursuant to the Auction procedure announced on the basis of clause 2.9.8 of the Rules and carried out in accordance with the rules set out in particular in clauses 3.4, 3.6 and 3.9 of the Rules and in the SSP Terms and Conditions.
- 3.1.16.3. The submission, modification, supplementation, as well as possible withdrawal of the Application by the Storage Customer shall be possible only within the framework of an ongoing Application Procedure, carried out through a the SSP, unless:
- 3.1.16.3.1. the SSO will decides to carry out the procedure in another form, e.g. by the means of electronic mail, in particular in the event of failure or malfunction of the System.
  - 3.1.16.3.2. the System does not support a certain functionality, in particular during the period of System implementation.
- 3.1.16.4. Outside of the periods indicated for the submission of Applications under individual Application Procedures, the submission of Applications shall not be allowed. Applications submitted outside an ongoing Application Procedure shall not be considered, of which the Applicant will be informed immediately by email or in writing. The above also applies to an application concerning the same Storage Capacity that, according to an Auction announcement posted on the OIP are to be made available under an Auction.
- 3.1.16.5. When Storage Capacity that can be made available exists, the SSO shall take steps to make it available. The SSO shall decide whether this will be done in the Auction

procedure or based on an Application, and shall immediately publish information on the OIP concerning a new Auction or new Application Procedure. The information concerning the new procedure shall be published at the dates specified in these Rules.

- 3.1.16.6. If, as a result of the outcome of the Auction or after the conclusion of the Application Procedure, Storage Capacity remains unallocated, the SSO shall decide whether it is to be made available through the Auction procedure or based on an Application mode, subject to clause 3.7.22. The above shall also apply to any unallocated Storage Capacity remaining as a result of the cancellation of the Auction or the Application Procedure, as well as following the termination of SSAs concluded as a result of an Auction or Application Procedure, and the cancellation of the result of the Auction or Capacity Allocation made following to the Application Procedure. When the SSO decides that the unallocated Storage Capacity should be made available through an Auction or based on an Application, the Applicant interested in the allocation should submit, as applicable, a new Bid or a new Application, under the new procedure.
- 3.1.16.7. If it is decided by the SSO that Storage Capacity which may be used as a basis for maintaining mandatory stocks is to be made available through the Auction procedure, prior to the Auction the SSO shall make such capacity available in the Storage Capacity allocation procedure to be carried out through the Application procedure in which only Applicants enjoying the priority for the allocation of the Storage Capacity for the purposes of maintaining mandatory stocks of gas shall be entitled to take part.
- 3.1.16.8. If, under the procedure referred to in clause 3.1.16.7, Applications for SSAs for the purposes of maintaining mandatory stocks are submitted, the SSO shall allocate the Storage Capacity only among the Applicants from categories having the priority of allocation referred to in clause 3.5.1 a) of the Rules in relation to Long-Term Storage Services Agreements, or in clause 3.5.9 a) of the Rules in relation to Short-Term Storage Services Agreements. After the allocation of the Storage Capacity in the categories of Applications having the priority of the allocation specified in clauses 3.5.1 a) and 3.5.9 a) of the Rules, as well as in the case where in the procedure referred to in clause 3.1.16.7 of the Rules no applications for SSAs for the purposes of maintaining mandatory have been received, the SSO shall make the unallocated Storage Capacity available in the Auction procedure.

### **3.2 Formal conditions and procedure for the conclusion of a Framework SSA and Day-Ahead SSA**

- 3.2.1 In order to conclude a Framework SSA, the Applicant shall be required to submit an application in writing using the appropriate form made available on the OIP or via the SSP (once this functionality is made available in the System). The Polish language version of the Application form shall be binding and the English language version is provided for information purposes only. In case of any inconsistencies between the Polish and English language version, the Polish language version shall prevail.
- 3.2.2 The application for a Framework SSA may be submitted at any time.
- 3.2.3 Together with the application concerning the conclusion for a Framework SSA, the Applicant shall present the following documents and certificates:
  - 3.2.3.1 a current excerpt from the business activity register, an excerpt from the National Court Register or a computer printout of information corresponding to the current excerpt from the National Court Register of equivalent force equal to that of documents issued by the Central Information Desk of the National Court Register pursuant to Article 4(4aa) of the Act of 20 August 1997 on the National Court Register (Journal of Laws of 2019, No 1500, as amended) or another document confirming the legal capacity of the Applicant (in case of entities having their registered office in the territory of the Republic of Poland), or an equivalent document used in the relevant foreign legal system (in case of entities having their registered office abroad),
  - 3.2.3.2 a document certifying the assignment of a tax identification number for the purposes of value added tax for entities established in the European Union, or a document certifying the assignment of another equivalent number in the country of establishment of the entity registered outside the European Union,
  - 3.2.3.3 a gas trading licence, licence for foreign trade in natural gas or a declaration signed by Applicant's authorised corporate representatives to the effect that Applicant's business activity is not subject to a license requirement under the Energy Law Act,
  - 3.2.3.4 optionally, documents enabling the assessment of the Applicant's financial standing, i.e. documents confirming the financial rating specified in clause 3.3.2.2 or financial documents indicated in clause 3.3.2.5, provided that a failure to submit these documents shall not suspend the procedure of concluding the Framework Storage Services Agreement.
- 3.2.4 Until the functionality of the conclusion of the Framework SSA is made available through the SSP, the documents referred to in clause 3.2.3 above should be presented in the form of an original, a copy drawn up by a notary public or a copy certified to be

true to the original by a legal counsel, an advocate or by persons authorised to represent the Applicant, except for:

3.2.4.1 the computer printout of information corresponding to the current excerpt from the National Court Register of equivalent force to that of documents issued by the Central Information Desk of the National Court Register pursuant to Article 4(4aa) of the Act of 20 August 1997 on the National Court Register (Journal of Laws of 2019, No 1500, as amended), as referred to in clause 3.2.3.1.;

3.2.4.2 the gas trading licence or licence for foreign trade in natural gas, as referred to in clause 3.2.3.3, which may be presented in the form of a photocopy.

- 3.2.5 Once the functionality enabling the conclusion of a Framework SSA has been made available through the SSP, the Applicant shall be required to provide the documentation indicated in clause 3.2.3 above through the System in the form of scans of original documents or scans of copies of documents, certified as true to the original by (an) authorised representative(s) of the Applicant with the note "I certify this document is true to the original". The person certifying as above may also be a System User, i.e. a person registered in the System as a representative of the Applicant. At the request of the SSO, the Applicant shall be required to provide the SSO with the originals of these documents or their certified true copies no later than within 3 Business Days of receiving such request.
- 3.2.6 The documentation referred to in clause 3.2.3, drawn up in a language other than Polish, should be translated into Polish by a sworn translator entered on the list of sworn translators maintained by the Minister of Justice. Official documents issued by foreign authorities and institutions must include an official certification of its legality (Apostille clause or other form of official document certification provided for by the law). When the presentation of a photocopy or scan of a specific document is required, the translation and official certification of the legality of the document should also be produced in the form of a photocopy or scan, unless the SSO requires the presentation of the original document.
- 3.2.7 On the basis of the information provided in the application for the conclusion of a Framework SSA and the documents enclosed thereto, the SSO shall verify the formal and legal compliance of the application.
- 3.2.8 When any documents referred to in clause 3.2.3 are not submitted or the submitted documents do not meet the requirements laid down in clauses 3.2.3 – 3.2.6, or when there are errors or deficiencies in the submitted Application form, the SSO shall specify the deficiencies and request the Applicant to submit a correctly completed Application or supplement the same with appropriate documents or information within **4 Business Days** of the delivery of the request. The request to remove deficiencies of the

Application and the removal of such deficiencies by the Applicant can be made in writing or by email, and in the case of an application to conclude a Framework SSA submitted via a the SSP, also via a the SSP. The possibility of removing the deficiencies by email or through the SSP shall not apply to the presentation of the originals of documents.

- 3.2.9 When the Applicant fails to submit a correctly supplemented Application within the time indicated in clause 3.2.8 above, the application shall be deemed to have been withdrawn. If the correctly supplemented application is re-submitted within the time limit indicated in clause 3.2.8 above, it shall be deemed to have been submitted on its original submission date. A failure by the Applicant, despite the request referred to in clause 3.2.8, to submit the financial documents specified in clause 3.2.3.4, shall not preclude further examination of the Application concerning a Framework SSA.
- 3.2.10 The SSO shall advise the Applicant of the outcome of the application processing no later than within 10 Business Days of the submission date of an application that conforms to the requirements under these Rules, and in case when the application is approved, provide the Applicant with a draft of the Framework SSA prepared on the basis of the currently applied standard form, to be delivered by email or through the SSP. In case when the draft SSA delivered by the SSO contains manifest errors, the Applicant and the SSO shall promptly proceed to agree the wording of the document by email so as to make it possible to meet the deadline set out in clause 3.2.11 below.
- 3.2.11 Within 5 Business Days of receiving the draft of the Framework SSA, the Applicant shall deliver two (2) signed counterparts of the agreement in writing to the SSO, against a confirmation of receipt, or the agreement may otherwise be deemed non-existent.
- 3.2.12 When the Applicant has delivered a signed counterpart of the Framework SSA, the SSO shall send back the Framework SSA in writing signed by the SSO to the Applicant, against a confirmation of receipt, within 5 Business Days of receiving the same from the Applicant.
- 3.2.13 The entity that is a party to a Framework SSA , in the event of a change in the content of the documents or information provided for the purposes of executing such an agreement shall be required to promptly update the same in the SSP.
- 3.2.14 The SSO shall enter into a Framework SSA with any party that meets the requirements specified in the Rules.
- 3.2.15 The provisions of clauses 3.2.1 to 3.2.14 shall apply mutatis mutandis to the conclusion of the Day-Ahead SSA, provided that:
  - 3.2.15.1 Together with delivering a signed copy of the Day-Ahead SSA to the SSO, the Applicant shall be required to provide the SSO with the originals of the documents confirming that the required financial security instrument has been presented, as

referred to in clause 3.3.2.7.3.

- 3.2.15.2 At the request of the Applicant, the SSO may agree to an extension of the time limit for the presentation of the documents confirming the delivery of the financial security instrument by up to 7 days, provided that such documents should be presented, at the latest, two Business Days prior to the placement of the first order by the Applicant as referred to in clause 2.3.1.13.
- 3.2.15.3 The delivery of the security instrument shall be deemed **a condition precedent to the Day-Ahead SSA**. In the event that the Storage Customer fails to submit the documents confirming that the required financial security instrument has been presented within the deadline indicated in clauses 3.2.15.1 or 3.2.15.2 above, the Day-Ahead SSA shall be deemed not to have been concluded (the agreement shall not enter into force). The requirement to present the originals of the documents shall not apply to the cash deposit confirmation, which may take the form of a printout or scan of the bank transfer confirmation.

### **3.3 Formal requirements concerning the Application for the Storage Services Agreement**

#### **3.3.1 Application for a SSA**

- 3.3.1.1 The Applicant shall be required to submit the application for a Long-Term SSA or Short-Term SSA via a the SSP, unless the SSO decides to carry out the Application Procedure in another form, in particular due to a failure or malfunction of the System. Apart from the above mentioned exception, Applications submitted outside the System shall not be considered.
- 3.3.1.2 The following steps shall be required in order to submit an Application through a the SSP:
- 3.3.1.2.1 registration on the SSP in accordance with the provisions of the SSP Terms and Conditions;
- 3.3.1.2.2 conclusion of the Framework SSA, if it has not already been concluded;
- 3.3.1.3 In order to conclude a Long-Term SSA or Short-Term SSA, the Applicant shall be required to submit an Application for, as applicable, a Long-Term SSA or Short-term SSA within the time limit for the submission of applications as specified under a given Application Procedure.
- 3.3.1.4 Together with the Application for a Long-Term or Short-Term SSA, the following documents should be submitted through the System:
- 3.3.1.4.1 the declaration referred to in clause 2.7.6. 2.7.6 when the Applicant submits the Application to create a mandatory stock; to be submitted in the form of a digital document with a qualified electronic signature or, if not possible, in the form of a scan of the signed document, subject to clause 1.11.6;



3.3.1.4.2 the Applicant's declarations in the form of digital documents with a qualified electronic signature, or, if not possible, in the form of a scan of the signed document, subject to clause 1.11.6, confirming that:

3.3.1.4.2.1. the Applicant is the owner of the Gaseous Fuel to be injected to a Storage Facility or a Group of Storage Facilities under the Storage Service being subject to the Application, substantially in the form of Appendix 6 to these Rules, and a declaration containing the Applicant's irrevocable offer to sell the Gaseous Fuel in the circumstances and subject to the conditions described in clause 3.14, substantially in the form of Appendix 7 to these Rules,

or

3.3.1.4.2.2. in case when the Applicant is not the owner of the Gaseous Fuel – a declaration of the Applicant's title to the Gaseous Fuel substantially in the form of 0 Appendix 6 to these Rules, and a declaration of the owner of the Gaseous Fuel containing its consent for the execution of the SSA and a declaration of the owner of the Gaseous Fuel containing its irrevocable offer to sell the Gaseous Fuel in the circumstances and subject to the conditions described in clause 3.14, substantially in the form of Appendix 8 to these Rules;

3.3.1.4.3 a scan of the Transmission Ability Allocation that will enable the delivery of Gaseous Fuel to the Storage Facility or the Group of Storage Facilities, or the collection of the said fuel from the Storage Facility or Group of Storage Facilities;

3.3.1.4.4 a scan of documents, and in case of documents executed in electronic form with a qualified electronic signature – a scan or originals of such documents in electronic form, enabling the verification of the Applicant's financial standing, i.e.:

3.3.1.4.4.1 documents confirming the financial rating of the Applicant, as specified in clause 3.3.2.2 of the Rules

or

3.3.1.4.4.2 in the case of submitting an Application for concluding the Long-Term Storage Services Agreement and not having the rating referred to in clause 3.3.2.2. of the Rules, financial documents indicated in clause 3.3.2.5. of the Rules,

unless the documents have been submitted together with the Application for conclusion of the Framework Storage Services Agreement and are still valid.

- 3.3.1.5 At the request of the SSO, the Applicant shall be required to provide the SSO with the originals or officially certified copies of the documents, not later than within 5 Business Days of receiving the relevant request. The above shall not apply when the Applicant has delivered, through the System, a document issued in electronic form with a qualified electronic signature of its author(s).
- 3.3.1.6 A failure by the Applicant to submit the documents specified in clause 3.3.1.4.4. shall not suspend the processing of the Application for the Long-Term Storage Services Agreement or the Application for the Short-Term Storage Services Agreement, but it shall lead to the obligation to provide financial security and – in the case of the Application for the Long-Term Storage Services Agreement – influence its amount, in accordance with clauses 3.3.2.5 and 3.3.2.6 of the Rules.
- 3.3.1.7 The Applicant may blank out (so as to make it unreadable) any company classified information in the presented documents, to the extent that this does not obscure any data required for the verification of the Application and except for the following details contained in the Transmission Ability Allocation to be submitted by the Applicant: parties to the Transmission Ability Allocation, the allocated Transmission Ability and the period it has been allocated for, and the numbers of exit points and entry points to the Transmission System at the connection with the Storage Facility or a Group of Storage Facilities.
- 3.3.1.8 The documentation specified to in clause 3.3.1.4, if drawn up in a language other than Polish, should be translated into Polish by a sworn translator entered on the list of sworn translators maintained by the Minister of Justice. Official documents issued by foreign authorities and institutions must include an official certification of its legality (Apostille clause or other form of official document certification provided for by the law). When the presentation of a photocopy or scan of a specific document is required, the translation and official certification of the legality of the document should also be produced in the form of a photocopy or scan, unless the SSO requires the presentation of the original document.
- 3.3.1.9 An Application may only be submitted by persons authorised in the System to do so, unless the SSO decides to conduct an Application Procedure outside the System. In case when the Applicant acts through an attorney, the capacity of the attorney must result from the power of attorney granted by the Applicant on the form published on the OIP or the SSP.

3.3.1.10 For documentation purposes, the SSO may archive all documents relating to the acts performed electronically under the Application Procedure, 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 Applications, SSAs, etc.).

**3.3.2 Assessment of the Applicant's creditworthiness. Performance security instruments.**

3.3.2.1 In order to protect the interests of all Storage Customers and to confirm the Applicant's capability to perform the obligations under the SSA, the Applicant shall submit the relevant documents together with the Application for SSA to demonstrate its creditworthiness.

3.3.2.2 An Applicant that has obtained and demonstrates a credit rating of at least:

- Baa2 for Moody's, or
- BBB for Standard and Poor's, or
- BBB for Fitch.

shall not be required to present any additional performance security instruments to demonstrate its creditworthiness.

3.3.2.3 In case when the Applicant does not have the credit rating referred to in clause 3.3.2.2, it shall be required to provide a financial security instrument the value and form of which is to be determined in accordance with the provisions stipulated below, and to maintain such security instrument throughout the term of the SSA. The validity term of the security instrument presented in the form of the suretyship described in clause 3.3.2.9.2 or the guarantee described in clause 3.3.2.9.3 should expire 2 months after the expected termination date of the SSA, subject to clause 3.3.2.4.

3.3.2.4 The security instrument referred to in clause 3.3.2.3, may be established for a shorter term than the term of the SSA. In such case, the Storage Customer shall be required to present a new security instrument to the SSO no later than 30 days prior to the expiry of the previous security instrument.

3.3.2.5 For the purposes of determining the level of the security instrument for a Long-Term SSA, the SSO shall verify the Applicant's creditworthiness in accordance with the established best market practices , in a manner that ensures equal treatment of the Applicants, and on the basis of objective data provided in the financial documents presented by the Applicant. In order to enable the verification referred to above, together with the Application for a SSA, the Applicant shall submit the approved separate financial statements for the last financial year together with the auditor's opinion, if the financial statements were subject to an audit, and the most current separate financial statements signed by authorised representatives of the Applicant.

For the purposes of determining the amount of financial security, the following items from the financial statements shall be taken into account by the SSO:

- value of current assets
- equity
- retained earnings
- liabilities and provisions for liabilities
- short-term liabilities
- revenue from sales
- profit/loss on operating activities.

In case of the absence of any of the above items in the financial statements, the Applicant shall be additionally required to present a written statement signed by its authorised representatives supplementing the above-mentioned information which is not specified in the financial statements. Such statement shall only constitute a supplementary document to the separate financial statements. In case of the failure by the Applicant to present the financial documents referred to above, the value of the security instrument for a Long-Term SSA may be set at the maximum level determined according to clause 3.3.2.7.1.

3.3.2.6 In case of the Short-Term SSA and Day-Ahead SSA the amount of financial security shall not depend on the presentation and assessment of the financial documents referred to in clause 3.3.2.5 and shall be equivalent to the fixed amount determined in accordance with clause 3.3.2.7.2 and 3.3.2.7.3 below.

3.3.2.7 The SSO shall inform the Applicant about the result of the assessment of its creditworthiness and the value of the required financial security instrument, via the SSP or by email, within 3 Business Days from the date of the final Capacity Allocation under the Application Procedure or the resolution of the Auction, not later than upon the presentation of the draft SSA in the System, provided that the maximum value of the security instrument:

3.3.2.7.1 in case of a Long-Term SSA shall not exceed:

3.3.2.7.1.1 two times the average monthly value (inclusive of VAT) of the financial obligations under the SSA being subject to the Application in a given Storage Year in case of the Storage Facility of UGS Wierzchowice , GSF Sanok and GSF Kawerna, as established based on the fee for the ordered Storage Capacity;

3.3.2.7.1.2 two times the average monthly value (inclusive of VAT) of the financial obligations under the SSA being subject to the Application, for the consecutive 12 Gas Months which do not correspond to Storage Years, in case of GSF Kawerna as established based on the fee for the ordered Storage Capacity;

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- 3.3.2.7.2 in case of a Short-Term SSA– shall be equivalent to 17% of the value (inclusive of VAT) of the party's financial obligations to the SSO during the provision of Storage Services, determined on the basis of the payment due in respect of the ordered Storage Capacity;
  - 3.3.2.7.3 in case of a Day-Ahead SSA – shall be equivalent to PLN 20,000 (in words: twenty thousand PLN).
  - 3.3.2.7.4 in case of SSAs related to New Storage Capacity not covered by the Tariff – the amount determined on the basis of clause 3.7.32 . and 3.8.15
  - 3.3.2.8 In case of SSAs concluded as a result of an Application Procedure, the delivery of a security instrument is treated as **a condition precedent to the SSA**, unless the ZUM has the financial rating referred to in clause 3.3.2.2 and provides relevant evidence thereof. In the event that the Storage Customer fails to submit the originals of the documents confirming that the required financial security instrument has been presented within the deadline indicated in clause 3.7.28 (in case of Long-Term Storage Services) or 3.8.11.3 (in case of Short-Term Storage Services) the SSA shall be deemed not to have been concluded (the agreement shall not enter into force). The requirement to present the originals of the documents shall not apply to the cash deposit confirmation, which may take the form of a printout of the bank transfer confirmation.
  - 3.3.2.9 The security instrument may be presented in the following forms:
    - 3.3.2.9.1 a cash deposit in a bank account designated by the SSO, to be refunded upon the termination of Storage Services together with interest at a rate agreed for the account at the time when the deposit is opened less any bank transfer costs,
    - 3.3.2.9.2 an irrevocable, unconditional bank or insurance guarantee payable upon first the SSO's demand substantially in the form attached as Appendix 1, issued, as appropriate, by a bank or an insurance company, in each case conforming to the requirements set out in clause 3.3.2.2.
    - 3.3.2.9.3 a suretyship covering the liabilities of the Applicant or the Storage Customer, issued by a surety conforming to the requirements set out in clause 3.3.2.2, substantially in the form attached as Appendix 2 .
    - 3.3.2.10 In case when a Long-Term SSA is executed, the SSO shall have the right to repeat, from time to time, the assessment of the Applicant's creditworthiness at least once a year. For this purpose, the Applicant shall be required to present current financial documents referred to in clause 3.3.2.5 within 14 Business Days of being requested by the SSO to do the same. If the result of the creditworthiness assessment referred to above justifies an adjustment of the

value of the security instrument by at least 10%, the SSO shall notify the Storage Customer thereof and request the Storage Customer to pay the outstanding amount due under the required security instrument, or release any surplus amounts under the security instrument – within 30 Business Days of the delivery of the relevant notification to the Storage Customer against a confirmation of receipt.

3.3.2.11 Within 14 Business Days of the loss of the financial rating referred to in clause 3.3.2.2, the Storage Customer shall be obliged to inform the SSO thereof and to present appropriate financial documents mentioned in clause 3.3.2.5 in order to enable the assessment of the Storage Customer's creditworthiness. In the event that the SSO discovers by itself that the Storage Customer has lost the financial rating referred to in clause 3.3.2.2, the SSO may call upon the Storage Customer to present the financial documents mentioned in clause 3.3.2.5 within 14 Business Days of the SSO's request. Once the assessment the Storage Customer's creditworthiness is completed, the SSO shall inform the Storage Customer via the SSP or by email about the results of such assessment and the value of the required security instrument, and shall call upon the Storage Customer to present documents confirming the establishment of the required security instrument, in the form specified in accordance with clause 3.3.2.9, within 30 Business Days of the delivery of the respective notice to the Storage Customer against a confirmation of receipt.

3.3.2.12 In case when, during the term of the SSA, the Storage Customer obtains the credit rating referred to in clause 3.3.2.2, such Storage Customer may request a waiver of the obligation to maintain the security instrument, provided that it presents the relevant documents evidencing that the required rating has been obtained. In such case, the SSO shall release the security instrument to the Storage Customer within 30 Business Days of receiving such documents.

### **3.4 Formal requirements for participation in the Auction**

3.4.1 In order to participate in an Auction announced by the SSO, in accordance with clause 2.9.8, the interested party is required to:

3.4.1.1 register on the SSP in accordance with the provisions of the SSP Terms and Conditions;

3.4.1.2 conclude the Framework SSA, if it has not already been concluded;

3.4.1.3 provide the SSO with the following information and scans of the following documents via the System no later than 2 working days before the day on which the Auction is scheduled to take place:

- a) the declaration of the Storage Customer referred to in clause 3.3.1.4.2.1 or clause 3.3.1.4.2.2 of these Rules – in the form of a digital document with a qualified electronic signature or, if not possible, in the form of a scan of the signed document, subject to clause 1.11.6;
- b) a scan of the Transmission Ability Allocation (printout from the Information Exchange System, IES), concluded in accordance with the provisions of the TNC, confirmed with the Applicant's signature, which will enable the performance of the Storage Services Agreement concluded through the Auction procedure;
- c) scans of documents enabling the assessment of the Storage Customer's financial credibility and determining the existence of the obligation to provide financial security and its amount, indicated above in item 3.3.2 of the Rules;

3.4.1.4 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.

3.4.2 In order to participate in the allocation of the Storage Capacity and conclude the Storage Services Agreement under the Auction procedure, the Storage Customer, during its duration, shall submit at least one, and up to three, Bids, each of which

shall be treated separately and may lead to the allocation of the Storage Capacity and to setting a different Allocation Price in relation to each of these Bids, where:

- 3.4.2.1 the amount of the Storage Capacity covered by a single Bid must not exceed the Capacity Limit.
- 3.4.2.2 the total amount of Storage Capacity covered by all valid Bids submitted in the Auction by the same Storage Customer must not exceed the Capacity Limit.
- 3.4.3 The System enables the conclusion of the SSA by way of declarations of will made in electronic form, including in particular declarations of will made during the Auction concerning the submission of a Bid as well as the declarations of the SSO concerning the result of the Auction and confirmation of the conditions of the SSA concluded through the Auction procedure.
- 3.4.4 For documentation purposes, the SSO may archive all documents relating to the activities referred to in clause 3.4.3 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, confirmation of the conditions of an SSA concluded through the Auction procedure, etc.).

### **3.5 The order of allocation of the Storage Capacity under the Application procedure**

- 3.5.1 The SSO shall enter into Long-Term SSAs in accordance with the following order of priority, with Applicants that:
  - a) have submitted an Application for a Long-Term SSA stating that they are obliged to maintain a mandatory stock in accordance with the Stockpiling Act, and the Application is submitted in order to create the mandatory stock, and the ordered Storage Services would enable and do not go beyond what is necessary for the creation of such stock.
  - b) have submitted an Application for a Long-Term SSA but do not meet the criteria set out in sub-clause a) above.
- 3.5.2 Subject to clauses 3.5.12 - 3.5.13 below, within each of the categories defined in clause 3.5.1, Storage Capacity shall be allocated in parallel, independently of each other, for



Firm Long-Term Storage Services and Interruptible Long-Term Storage Services, according to the order specified below.

**3.5.2.1** The order for the allocation of Storage Capacity under Firm Long-Term Storage Services

- 1) Firm Storage Service 4-year Bundled Unit, 3-year Bundled Unit, 2-year Bundled Unit, one-year Bundled Unit,
- 2) 90/40 Firm Storage Service - 4-year Bundled Unit, 3-year Bundled Unit, 2-year Bundled Unit, one-year Bundled Unit,
- 3) Firm Storage Service – 4-year Flexible Bundled Unit, 3-year Flexible Bundled Unit, 2-year Flexible Bundled Unit, one-year Flexible Bundled Unit,
- 4) Firm Storage Service – one -year Unbundled.

**3.5.2.2** The order for the allocation Storage Capacity under Interruptible Long-Term Storage Services

- 1) Interruptible Storage Service – 4-year Bundled Unit, 3-year Bundled Unit, 2-year Bundled Unit, one-year Bundled Unit,
- 2) Interruptible Storage Service – 4-year Flexible Bundled Unit, 3-year Flexible Bundled Unit, 2-year Flexible Bundled Unit, one-year Flexible Bundled Unit,
- 3) Interruptible Storage Service – one-year Unbundled.

3.5.3 Should some of the Applications be not accepted due to limited availability of Storage Capacity, the SSO, without prejudice to the principles set out in clause 2.3.1.3 and the Technical Specifications, shall allocate the available Storage Capacity to the Applicants that belong to a given category, subject to clause 3.5.2, and such allocation shall be made pro rata based on the requested Storage Capacity in each Storage Year (pro rata)<sup>2</sup>. Any Storage Capacity that cannot be allocated according to the principle of proportionality due to the provisions of clause 2.3.1.3 or the Technical Specifications, shall be allocated to those Applicants that placed an order for a given Storage Year,

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<sup>2</sup> The *pro rata* allocation shall be made pursuant to the following formula:

$$\left\lfloor \frac{W_i}{\sum_{i=1}^n W_i} \cdot P \right\rfloor = Lw_i$$

where:

P - number of Bundled Units to be allocated,

W<sub>i</sub> – number of Bundled Units specified by Applicant “i” in the application for Storage Services Agreement,

n – number of Applicants

Lw<sub>i</sub> – number of Bundled Units allocated to Applicant “i” in *pro rata* allocation,

[x] – characteristic of value x – integer part of value x

starting from the lowest requested quantity<sup>3</sup> <sup>2A</sup>. Any Storage Capacity that cannot be allocated pro rata, or allocated according to the lowest requested quantity, shall be allocated based on a draw<sup>4</sup> to be held separately for each Storage Year in which full performance of the services requested in the Applications is impossible, based on the categories specified in clause 3.5.1(a)-(b) a) - b) and taking into consideration the order of priority among the categories set out in clause 3.5.1(a)-(b).

- 3.5.4 The participation in the draw, clause 3.5.3. referred to in the preceding sentence shall be open only to entities that requested the same and simultaneously the lowest quantities, which cannot be accepted to the same extent. The draw shall be carried out automatically by the System and its results shall be taken into account in the Capacity Allocation. The Storage Customer that has not obtained Capacity Allocation for the first period applied for (neither under the pro rata allocation nor according to the lowest requested quantity nor through the draw), but obtained Capacity Allocation through the automatic draw for a subsequent period, shall not obtain the Capacity Allocation neither in the first period nor in the subsequent period due to the lack of required continuity of service, even when the initial Capacity Allocation for the subsequent period is visible in

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<sup>3</sup> **Example:** a situation where one Bundled Unit, which is indivisible under the Rules, remains to be allocated following the *pro rata* allocation.

Number of Bundled Units to be allocated  $P=300$  Bundled Units

Orders for Bundled Units specified by Applicants:  $W_1= 300$  Bundled Units,  $W_2= 250$  Bundled Units,  $W_3=100$  Bundled Units

Aggregate order for  $\sum_{i=1}^{n=3} W_i = 650$  Bundled Units

As a result of the *pro rata* allocation, Applicants:  $W_1, W_2$  and  $W_3$ , respectively, received the following allocation:  $LW_1 = 138$  Bundled Units,  $LW_2 = 115$  Bundled Units and  $LW_3 = 46$  Bundled Units

Overall, 299 Bundled Units were allocated and 1 Bundled Unit remains to be allocated to Applicant  $W_3$  who placed an order for the smallest quantity of Bundled Units.

<sup>2A</sup> **Example:** a situation where 3 Bundled Units remain to be allocated following the *pro rata* allocation and cannot be allocated under the Rules.

Number of Bundled Units to be allocated  $P=300$  Bundled Units

Orders for Bundled Units specified by Applicants:  $W_1= 200$  Bundled Units,  $W_2= 100$  Bundled Units,  $W_3=50$  Bundled Units,  $W_4= 1$  Bundled Unit

Aggregate order for  $\sum_{i=1}^{n=4} W_i = 351$  Bundled Units

As a result of the *pro rata* allocation, Applicants:  $W_1, W_2$  and  $W_3$ , respectively, received the following allocation:  $LW_1 = 170$  Bundled Units,  $LW_2 = 85$  Bundled Units,  $LW_3 = 42$  Bundled Units and  $LW_4= 0$  Bundled Units

Overall, 297 Bundled Units were allocated and 3 Bundled Units remain to be allocated. In such case Applicants  $W_4, W_3$ , and  $W_2$  that ordered the smallest quantity of Bundled Units will each receive one Bundled Unit each.

<sup>4</sup> **Example:** a situation where two Applicants request the same quantity of Storage Capacity.

Number of Bundled Units to be allocated  $P=500$  Bundled Units

Orders for Bundled Units specified by Applicants:  $W_1= 500$  Bundled Units,  $W_2= 200$  Bundled Units,  $W_3=200$  Bundled Units

Aggregate order for  $\sum_{i=1}^{n=3} W_i = 900$  Bundled Units

As a result of the *pro rata* allocation, Applicants:  $W_1, W_2$  and  $W_3$ , respectively, received the following allocation:  $LW_1 = 277$  Bundled Units,  $LW_2 = 111$  Bundled Units and  $LW_3 = 111$  Bundled Units

Overall, 499 Bundled Units were allocated and 1 Bundled Unit remains to be allocated on the basis of a draw.

the System. In such case, the SSO will make the necessary adjustment, as a result of which the Storage Capacity shall be allocated to the Storage Customer to which the System has allocated Storage Capacity during the first period of service provision.

- 3.5.5 By submitting an Application under the Application Procedure, the Applicant acknowledges and accepts that under the Procedure the Storage Customer may be offered lower Capacity Allocation than indicated in the Application, or it may be allocated no Storage Capacity at all, in accordance with the principles set out in these Rules and the SSP Terms and Conditions.
- 3.5.6 The Applicant shall have the option to have the possibility to reject, through the SSP, the Storage Capacity resulting from the initial Capacity Allocation.
- 3.5.7 In case when the Application covered demand for more than one Storage Year, the allocated Storage Capacity must allow for the provision of Storage Services to start in the first Storage Year. When the allocation of Storage Capacity does not allow for the provision of Storage Services in the first Storage Year, it will not be possible to conclude the SSA neither for the first Storage Year nor for subsequent periods.
- 3.5.8 If, as a result of the application of the above principles for the allocation of Long-Term Storage Services, Storage Capacity remains unallocated, it may be made available according to the order of Application submission subject to the priority order set out in clauses 3.5.1 and 3.5.2.
- 3.5.9 The SSO shall enter into Short-Term SSAs in accordance with the following order of priority, with Applicants that:
  - a) have submitted an Application for a Short-Term SSA stating that they are obliged to hold mandatory stocks in accordance with the Stockpiling Act, the Application is submitted in order to create the mandatory stock, and the ordered Storage Services would enable and do not go beyond what is necessary for the creation of such stock.
  - b) have submitted an Application for a Short-Term SSA but do not meet the criteria set out in sub-clause a) above.
- 3.5.10 Subject to clause 3.5.12 below, within the categories specified in clause 3.5.9 Storage Capacity shall be allocated in parallel, independently of one another, for Firm Short-Term Storage Services and Interruptible Short-Term Storage Services. In case when multiple Applications are submitted, and there is not possibility of approving all of them together, the date of Application submission shall prevail. In the event when the Applications are delivered to the SSO on a given day, for the purposes of clause 1.11, they shall be deemed to have been submitted simultaneously. In case when it is not possible to establish which Application was submitted earlier, the allocation Storage Capacity

within the individual categories defined in clause 3.5.9 shall be made in accordance with the following order:

3.5.10.1 The order for allocating Storage Capacity under Firm Short-Term Storage Service:

- 1) 11-month Firm Storage Service Bundled Unit,
- 2) 11-month Firm 90/40 Storage Service Bundled Unit,
- 3) 11-month Firm Storage Service – Flexible Bundled Unit,
- 4) 10-month Firm Storage Service – Bundled Unit,
- 5) 10-month Firm 90/40 Storage Service Bundled Unit,
- 6) 10-month Firm Storage Service – Flexible Bundled Unit,

and so on in accordance with the above order starting from 9-month Firm Storage Service to 1-month Firm Storage service, and then:

- 7) 3-week Firm Storage Service – Bundled Unit,
- 8) 3-week Firm Storage Service – Flexible Bundled Unit,
- 9) 2-week Firm Storage Service – Bundled Unit,
- 10) 2-week Firm Storage Service – Flexible Bundled Unit,
- 11) 1-week Firm Storage Service – Bundled Unit,
- 12) 1-week Firm Storage Service – Flexible Bundled Unit,

and then:

- 13) 11-month Firm Storage Service – Unbundled,
- 14) 10-month Firm Storage Service – Unbundled,

and so on in accordance with the above order starting from 9-month Unbundled Firm Storage Service to 1-month Unbundled Firm Storage Service, and then:

- 15) 3-week Firm Storage Service – Unbundled,
- 16) 2-week Firm Storage Service – Unbundled,
- 17) 1-week Firm Storage Service – Unbundled.

3.5.10.2 The order for allocating Storage Capacity under Interruptible Short-Term Storage Service:

- 1) 11-month Interruptible Storage Service – Bundled Unit,
- 2) 11-month Interruptible Storage Service – Flexible Bundled Unit,
- 3) 10-month Interruptible Storage Service – Bundled Unit,

- 4) 10-month Interruptible Storage Service – Flexible Bundled Unit,

and so on in accordance with the above order starting from 9-month Interruptible Storage Service to 1-month Interruptible Storage service, and then:

- 5) 3-week Interruptible Storage Service – Bundled Unit,
- 6) 3-week Interruptible Storage Service – Flexible Bundled Unit,
- 7) 2-week Interruptible Storage Service – Bundled Unit,
- 8) 2-week Interruptible Storage Service – Flexible Bundled Unit,
- 9) 1-week Interruptible Storage Service – Bundled Unit,
- 10) 1-week Interruptible Storage Service – Flexible Bundled Unit,

and then:

- 11) 11-month Interruptible Storage Service – Unbundled,
- 12) 10-month Interruptible Storage Service – Unbundled,

and so on in accordance with the above order starting from 9-month Unbundled Interruptible Storage Service to 1-month Unbundled Interruptible Storage service, and then:

- 13) 3-week Interruptible Storage Service – Unbundled,
- 14) 2-week Interruptible Storage Service – Unbundled,
- 15) 1-week Interruptible Storage Service – Unbundled.

3.5.11 Clauses 3.4.3, 3.4.4 and 3.4.5 shall apply accordingly to Applications for a Short-Term SSA.

3.5.12 The priority established in clause 3.5.1 a) and in clause 3.5.7 a) shall be applicable to the allocation of Storage Capacity offered under Storage Services under Firm Storage Services in the form of Bundled Units, including the Bundled Units making part of the 90/40 Storage Service, as well as in the form of Flexible Bundled Units comprising Injection Capacity and Withdrawal Capacity ordered jointly, provided that they are equal to the combined Injection Capacity and Withdrawal Capacity specified for the Firm Storage Service in the form of Bundled Units. The Bundled Unit for 90/40 Storage Service and the Flexible Bundled Unit with Injection Capacity and Withdrawal Capacity equal to the Injection Capacity and Withdrawal Capacity defined for the Bundled Unit shall be allocated according to the same order as Bundled Units.

3.5.13 Applications for a Long-Term SSA shall be considered before Applications for a Short-Term SSA.

### **3.6 The order of allocation of the Storage Capacity under the Auction procedure**

The allocation of the Storage Capacity under the Auction procedure shall take place in the order indicated below:

- 3.6.1 First, the allocation of Storage Capacity – up to the Capacity Limit – is made to Storage Customer that submitted the Bid with the highest Price.
- 3.6.2 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 Storage Capacity remaining to be allocated.
- 3.6.3 If it is not possible to allocate the Storage Capacity in the full amount indicated in the Bid, this Bid is the basis for a partial allocation of the Storage Capacity.
- 3.6.4 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). The Storage Capacity which, due to the principle of indivisibility of the Bundled Unit expressed in the Rules or the provisions of the Technical Specifications, cannot be allocated on the basis of proportionality in accordance with the previous sentence, shall be allocated to the Storage Customers participating in the allocation on a proportional basis, in an order depending on which Bid was submitted earlier (first-come-first-served rule).

### **3.7 The procedure for the execution of a Long-Term SSA through the Application procedure**

- 3.7.1 Long-Term SSAs shall be executed by the SSO in accordance with the procedure set out in the present clause and the order specified in clause 3.5, following the satisfaction of the requirements specified in clause 3.3.
- 3.7.2 A Long-Term SSA must be preceded with the execution of a Framework SSA.
- 3.7.3 In the Application for a Long-Term SSA, the Applicant shall specify the monthly Gaseous Fuel quantities to be injected and withdrawn in each Storage Year when the Storage Service requested in the Application is to be provided, and in case of GSF Kawerna, in each Storage Year or in each period covering 12 consecutive Gas Months,

when not corresponding to a Storage Year, when the Storage Service requested in the Application is to be provided.

3.7.4 An Application for a Long-Term SSA may be submitted only under an ongoing Application Procedure, provided that:

3.7.4.1 The Application Procedure concerning the Long-Term SSA shall be carried out at least once a year, at a date that allows for Storage Capacity to be made available for the coming Storage Year. The Application submission period under the procedure, for Applications to be considered on a *pro-rata* basis, shall begin no later than at 03:00 p.m. on **1 February** of the calendar year in which the provision of Storage Service is to start, and shall end at 03:00 p.m. on **20 February** of the calendar year in which the Storage Year in which the provision of Storage Services is to begin, will start. When the above dates fall on a day other than a Business Day, they will be adjusted accordingly so that they fall on the first following Business Day.

3.7.4.2 Under the annual procedure described above, the SSO may set up a separate Cluster in which Applications will be considered on a first-come-first-served (FCFS) basis, unless all Storage Capacity is allocated within a previous Cluster, on a *pro rata* basis. The submission date for Applications to be considered on a FCFS basis shall begin following the conclusion of submission period for Applications to be considered on a *pro-rata* basis and end at 03:00 p.m. on **17 March** of the calendar year in which the Storage Year in which the provision of Storage Services is to begin, will start.

3.7.4.3 Instead of creating a separate Cluster, as referred to in 3.7.4.2 above, the SSO may decide to announce a separate Application Procedure under which Applications will be considered on an FCFS basis, if any Storage Capacity remains unallocated under the procedure carried out on a *pro rata* basis.

3.7.4.4 If all Storage Capacity has been allocated before the end of the submission period for Applications to be considered on a FCFS basis, the SSO may decide to terminate the Application Procedure at an earlier date, in which case such decision shall be immediately announced on the OIP.

3.7.4.5 In justified cases, in particular when the duration of the procedure is extended due to a failure or malfunction of the System, or other unforeseen circumstances, the SSO shall set the time frame for a subsequent Application Procedure and may in its discretion choose to carry out the procedure outside the System, announcing such decision immediately on the OIP. In such case, the starting date of the provision of Storage Services covered by the procedure may be postponed accordingly.

3.7.5 Based on the information provided in the Application and the documents attached thereto, the SSO shall verify the Application for a SSA in terms of formal and legal compliance with respect to the requirements laid down in clause and 3.3.

- 3.7.6 When the required documents referred to in clause 3.3 are not submitted, or the documents submitted do not meet the requirements set out in clause 3.3 or when the submitted Application contains errors or deficiencies, the SSO shall request the Applicant via the SSP or by email to submit a correctly completed Application, indicating the deficiencies, or to correct the same with appropriate documents and information, within **4 Business Days** from the date receiving the request, and in case of an Application Procedure concerning the Long-Term Storage Service granted on a first-come-first-served (FCFS) basis, a deadline of **2 Business Days** shall be set for removing any deficiency.
- 3.7.7 The correction of any deficiencies by the Applicant shall be done by means of the SSP, and in cases where this is not possible – by email or in writing.
- 3.7.8 If the Applicant fails to submit a correctly supplemented Application within the time mentioned in clause 3.7.6, the Application shall be rejected by the SSO. If a supplemented application is re-submitted within the time limit mentioned in clause 3.7.6, it shall be deemed to have been submitted on its original submission date. The failure by the Applicant to present the financial documents described in clause 3.3.2.5, shall not be an obstacle to further processing of the application; in such case the first and the second sentence hereof shall not apply, and clause 3.3.2.5 shall be applicable instead.
- 3.7.9 Following a positive verification for legal and formal compliance, the application shall undergo technical evaluation, subject to clause 31.15. During such verification, the SSO shall check the compliance with the Technical Specifications.
- 3.7.10 The information about the initial Capacity Allocation shall be communicated to the Applicant through the SSP, provided that:
- 3.7.10.1 The information about the first initial Capacity Allocation shall be provided by the SSO within **10 Business Days** from the end of the Application submission period under a given Application Procedure (or a given Cluster), and in case of an Application Procedure concerning the Long-Term Storage Service allocated on a first-come-first-served (FCFS) basis, within **10 Business Days** from the submission of a complete Application under a given Application Procedure.
- 3.7.10.2 The publication in a subsequent initial Capacity Allocation in the System shall take place within **48 hours** from the date of publication of the first initial Capacity Allocation in the System. Hours falling on days that are not Business Days shall be disregarded in the calculation of the deadline (from 00:00 to 23:59 hours).



- 3.7.10.3 The SSO shall have the right to extend the time limit for providing the Applicant with information about the initial Capacity Allocations and the final Capacity Allocation in the case of Storage Capacity granted on a FCFS basis, if the consideration of the Application as to the substance depends on the consideration of the Application(s) of other Applicants for which the time limit has not yet expired. In such a case, the extension may be made by no longer than the time needed to consider the Application or Applications of other Applicants referred to above.
- 3.7.11 After the publication of the first initial Capacity Allocation in the System, the Applicant that obtained all or part of the requested Storage Capacity, may take the following decisions by clicking the appropriate button in the System:
- 3.7.11.1 **“Accept the allocation”** – By clicking this button the Applicant accepts the allocation of Storage Capacity in the amount resulting from the initial Capacity Allocation. At that point, the Capacity Allocation to a given Applicant shall become final, subject to the terms concerning Bundled Units allocated through a draw procedure. Following the approval of the final Capacity Allocation by the SSO, the Applicant 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 3.7.25;
- 3.7.11.2 **“Accept the allocation and wait”** – By clicking this button the Applicant accepts the partial 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 (up to the amount of Storage Capacity indicated in the Application), if other Applicants renounce their initial Capacity Allocations, and subject to clause 3.7.12 below.
- 3.7.11.3 **“Reject the allocation”** – By clicking this above button, the Applicant rejects the allocation of Storage Capacity in the amount resulting from the initial Capacity Allocation and, in order to confirm its decision, is required to indicate in an additional field the reason for rejecting the Capacity Allocation in that amount, provided that:
- 3.7.11.3.1 **The Applicant 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 Applicant and renouncing the participation in potential subsequent rounds of Storage Capacity allocation.
- 3.7.11.3.2 **If the Applicant, 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 Applicant, 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 such a case, with respect to the periods for which no lower amount of Storage Capacity satisfactory to the Applicant has been indicated in the additional field, it is deemed that the Applicant accepts the amount of Storage Capacity resulting from the initial Capacity Allocation.

**3.7.11.3.3 If, when reducing the amount of Storage Capacity with respect to one or more of the periods covered by the Application, the Applicant 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.

**3.7.11.3.4** In the cases indicated in clauses 3.7.11.3.1 - 3.7.11.3.3, the Capacity Allocation to a given Applicant of the smaller amount of Storage Capacity indicated by the Applicant 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 these Rules, the allocation of such amount of Storage Capacity would prove impossible. Following the approval of the final Capacity Allocation by the SSO, the Applicant 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 3.7.25;

**3.7.11.3.5** When the Applicant 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.

**3.7.12** Applicants that have obtained 100% of the Storage Capacity they applied for in the initial Capacity Allocation shall not be allowed to select the option provided for in section 3.7.11.2 ("Accept the allocation and wait"), i.e. they shall not be allowed to participate in possible subsequent allocation rounds and obtain more Storage Capacity than the amount they applied for.

**3.7.13** The option referred to in clause 3.7.11.3 ("Reject the allocation") may be selected both by the Applicants that in the initial Capacity Allocation were offered only a part of the requested Storage Capacity, as well as those Applicants that in the initial Capacity

Allocation obtained 100% of the Storage Capacity they applied for. In both cases, the Applicant 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.

3.7.14 The Storage Capacity released during the first round of Capacity Allocation shall be automatically transferred to the next round, where the System reallocates the Storage Capacity that was not previously accepted, which results in a subsequent initial Capacity Allocation, taking into account the decisions made so far by the Applicants participating in the Application Procedure (**the amounts allocated in the first and second round of Capacity Allocation will be added up**). **Those Applicants that have been not allocated any Storage Capacity in the first round shall also take part in the second round.** The information about the subsequent initial Capacity Allocation shall be displayed in the System, and the Applicants that participate in that round (i.e. the Applicants that selected the option referred to in clause 3.7.11.2 “Accept the allocation and wait” and the Applicants that did not obtain any Storage Capacity in the initial Capacity Allocation 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:

3.7.14.1 **“Accept the allocation”** – By clicking this button the Applicant accepts the allocation of Storage Capacity in the amount resulting from the subsequent initial Capacity Allocation. At that point, the allocation to a given Applicant shall become final, subject to the terms concerning Bundled Units allocated through a draw procedure. Following the acceptance of the Application by the SSO, the Applicant 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 3.7.25;

3.7.14.2 **“Accept the allocation and wait”** – By clicking this button, the Applicant accepts a partial Capacity Allocation in the amount resulting from the second initial Capacity Allocation but has the option of obtaining the allocation of additional Storage Capacity (up to the amount of Storage Capacity indicated in the Application), which may remain unallocated after the end of the second round of Capacity Allocation 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 Applicant 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. Following the approval of the final Capacity Allocation by the SSO, the

Applicant 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 3.7.25;

3.7.14.3 **“Reject the allocation”** – By clicking the above button, the Applicant rejects the allocation of Storage Capacity **exceeding** the amount accepted in the previous 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, with a proviso that:

3.7.14.3.1 **In that field, the Applicant 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 of Storage Capacity indicated by the Applicant. The Capacity Allocation to a given Applicant of the smaller quantity of Storage Capacity indicated by the Applicant 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 these Rules, the allocation of such amount of Storage Capacity would prove impossible.

3.7.14.3.2 **If the Applicant, 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.

3.7.14.3.3 **If, when reducing the amount of Storage Capacity with respect to one or more of the periods covered by the Application, the Applicant 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.

3.7.14.3.4 When the Applicant 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 previous round of Capacity Allocation (from the first

initial Capacity Allocation) to that Applicant, subject to the terms concerning Bundled Units allocated through a draw procedure.

- 3.7.14.3.5 After the SSO approves the final Capacity Allocation, the Applicant shall receive a confirmation of the conclusion of the 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 3.7.25.
- 3.7.15 With respect to the second round of Capacity Allocation, clauses 3.7.12 and 3.7.13 shall apply as appropriate.
- 3.7.16 The Application shall have **24 hours** from the date of publication in the initial Capacity Allocation for the current round of Capacity Allocation in the System to take the decisions referred to in clauses 3.7.11 and 3.7.14. 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.
- 3.7.17 A failure by the Applicant to respond within the above deadline **shall be treated as the Applicant'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 Applicant, the Applicant 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](mailto: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.
- 3.7.18 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 made under the first round of Capacity Allocation, subject to clause 3.7.10.3. and clause 3.7.22. Hours falling on days that are not Business Days shall be disregarded in the calculation of the deadline (from 00:00 to 23:59 hours).
- 3.7.19 Upon completion of the Application Procedure, the Applicant shall obtain, through the SSP, information about the final amount of allocated Storage Capacity. Within the time limit indicated in clause 3.3.2.7, the SSO shall provide the Applicant with information on the result of the creditworthiness assessment and the value of financial security instrument.
- 3.7.20 When the Capacity Limit has been fully allocated in the first round of Capacity Allocation, or no Applicant has selected the option "Accept the allocation wait" in the first round, the second round of Capacity Allocation shall not take place.
- 3.7.21 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 Applicants. The draw is won by the Storage Customer to whom Storage Capacity in the first period of service provision (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.

- 3.7.22 When Storage Capacity remains unallocated after the completion of the Application Procedure, the SSO shall first offer it by e-mail to those Applicants participating in the procedure whose Applications have not obtained any allocation of Storage Capacity, and to those Applicants whose Applications have not been fully accepted under the procedure. The SSO shall notify the Applicant of the possibility of allocating Storage Capacity without undue delay, and the Applicant shall notify the SSO by email, within 24 hours, whether it is 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 Storage Capacity resulting from the amounts accepted under the first and second round of the Capacity Allocation plus the additional Capacity Allocation accepted by the Applicant. Following the final Capacity Allocation by the SSO, the Applicant 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 3.7.25. In the event that the Applicant does not express interest in the allocation of additional Storage Capacity (including in the absence of a response from the Applicant), the allocation of Storage Capacity resulting from the amounts accepted in the first and second round of Capacity Allocation shall remain binding, carried out in the System.
- 3.7.23 In the event that, following the Application Procedure and having exhausted the options for the allocation of Storage Capacity in accordance with clause 3.7.22, 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.
- 3.7.24 Subject to clause 3.7.25 below, following the final Capacity Allocation, a confirmation of the conclusion of the SSA shall be made available by the SSO to the Applicant 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, subject to clause 3.3.2.8 and does not require the signature of either party.

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

- 3.7.25.1 After the final Capacity Allocation, taking into account clause 3.7.22, a draft SSA shall be made available to the Applicant in the System, where the name(s) of the person(s) representing the Applicant and contact persons on the part of the Applicant may be entered; the SSO may also request the Applicant by email to provide these details for so that they are entered in the draft SSA by the SSO;
- 3.7.25.2 After filling in the required details, the SSA should be signed by means of a qualified electronic signature by (a) person(s) authorised to represent the Applicant and provided by the Applicant to the SSO through the System – within **3 Business Days** from the date of making the draft SSA available in the System;
- 3.7.25.3 Within the following 2 Business Days the SSA shall be signed by the SSO, also by means of a qualified electronic signature, and will be there immediately made available in the System;
- 3.7.25.4 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 agreement shall be deemed to have been concluded, subject to the presentation of a security instrument as required under clause 3.3.2.8;
- 3.7.25.5 In case when it is not possible to sign 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 Applicant, 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.

- 3.7.26 In case when the draft SSA contains manifest errors, the Applicant and the SSO will promptly proceed to agree the wording of the document by electronic mail so as to make it possible to keep the deadline set out in clause 3.7.25.5.
- 3.7.27 In case of the Applicant's failure to deliver the signed SSA to the SSO within the time limit set forth in clause 3.7.25.2 or 3.7.25.5, the SSA shall be considered not to have been concluded and the Application for a SSA shall be deemed withdrawn, of which the SSO shall immediately advise the Applicant.
- 3.7.28 Within **7 Business Days** from the date of making the draft SSA available in the System or from the date of obtaining the information referred to in clause 3.2.24, the Applicant shall provide the SSO with documents confirming that the delivery of the financial security instrument, as required under clause 3.3.2.9.
- 3.7.29 At the request of the Applicant, the SSO may express its consent to the extension of the documents confirming the provision of the financial security instrument by up to 14 days.
- 3.7.30 In case of the Applicant's failure to deliver documents confirming the establishment of the financial security within the time limit set according to clauses 3.7.28 - 3.7.29, the SSA shall be considered not to have been concluded and the Application for a SSA shall be deemed withdrawn, of which the SSO shall immediately advise the Applicant.
- 3.7.31 The provisions of clause 2.4 and clauses 3.7.1 to 3.7.30 shall also apply, as appropriate, to the execution of a SSA that covers New Storage Capacity, the availability of which is to be notified by the SSO in accordance with clause 2.9.6. The SSO shall inform the Applicants of the expected technical parameters of New Storage Capacity and the expected date when such New Storage Capacity is to become available. The Applicants may submit Applications for a SSA in relation to New Storage Capacity under an Application Procedure that will cover such New Storage Capacity.
- 3.7.32 When a Tariff prevailing at the moment of Application submission does not cover New Storage Capacity, the value of the required financial security shall be determined on the basis of the tariff rates applicable to the Storage Capacity covered by the Tariff, as appropriate for the Storage Services indicated by the Applicant in the Application for a SSA. The SSO shall inform the Storage Customer of the new value of the security instrument, as determined in accordance with the principle set out in clause 3.2.2.7.1, within 7 Business Days from the moment of the approval of the Tariff for New Storage Capacity. In such case, the SSO may demand that the value of the security instrument be increased or the Storage Customer may demand that the value of the security instrument be reduced, as the case may be, within 30 Business Days.
- 3.7.33 Any Storage Capacity of the UGS Wierzchowice Storage Facility or GSF Sanok that are not contracted on the starting date of the Storage Year, and were not allocated



under the Application Procedure referred to in clause 3.7.4 (on an FCFS basis referred to in clause 3.7.4.2 or 3.7.4.3.) shall be made available as Short-Term Storage Services to be provided on the basis of the Short-Term SSA referred to in clause 3.1.9 and clause 3.1.10. Applications for such a Short-Term SSA shall be considered under a separate Application Procedure (or in several separate Application Procedures), for which the Application submission period should start at the latest on **30 April** of the Storage Year in which the provision of the Storage Service is to start, and end at the latest on **15 July** of the Storage Year in which the provision of the Storage Service is to start, according to the order of their submission, i.e. according to principles set out in clause 3.5.10. The time frames under the procedure for considering Applications indicated in clause 3.8 shall apply as appropriate. to the above Applications. In case when all Storage Capacity has been allocated before the end of the Application submission period, the SSO may decide to terminate the Application Procedure at an earlier date.

- 3.7.34 After the lapse of the time limits for the submission of Applications for a Short-Term SSA under the procedure indicated in clause 3.7.33, the injection of Gaseous Fuel to the Storage Facility of UGS Wierzchowice or GSF Sanok in the current Storage Year shall be possible under a SSA including the Reverse Storage Service. Applications for the provision of the Reverse Storage Service may be submitted in the period between 1 August and 14 November, according to the order of their submission, i.e. according to the principles set out in clause 3.5.10. The time frame for the Application processing procedure set out in clause 3.8. shall apply to the Applications as appropriate.

### **3.7.35 Amendment of a Long-Term Storage Services Agreement**

- 3.7.35.1 The Storage Customer may submit an application to the SSO requesting a revision of the ordered Storage Capacity for the next Storage Year on or before 20 February by 03:00 pm.
- 3.7.35.2 The applications referred to in clause 3.7.35.1 shall be processed by the SSO taking into account the principles laid down in clause 3.5.
- 3.7.35.3 The Application may be submitted in writing, by email or through the SSP (after this functionality is made available in the System). The provisions of clauses 3.7.3, 3.7.5 - 3.7.9, 3.7.19 and 3.7.24 - 3.7.30 shall apply as appropriate to the procedure for changing the amount of ordered Storage Capacity. Until the implementation of the functionality for changing the amount of ordered Storage Capacity through the SSP, any correspondence between the parties concerning such application shall be carried out by email, except for the cases where the delivery of the original copy of a document is required.

### **3.8 The procedure for the execution of a Short-Term SSA through the Application procedure.**

- 3.8.1 Short-Term SSAs shall be executed by the SSO in accordance with the procedure set out in the following clauses and the order specified in clause 3.5, following the satisfaction of the requirements specified in clause 3.3.
- 3.8.2 Day-Ahead SSAs are not Short-Term SSAs. The Day-Ahead SSAs shall be concluded in accordance with the regulations provided for in clause 3.2.15 and the following provisions shall not be applicable to them.
- 3.8.3 The execution of a Short-Term SSA must be preceded with a Framework SSA.
- 3.8.4 The Applicant may submit an Application for the conclusion of a Short-term SSA only under an ongoing Application Procedure. With respect to the Storage Services which may be provided as of the beginning of the Storage Year, the time limits specified in clause 3.7 for Long-Term Storage Service shall apply.
- 3.8.5 In the Application for a Short-Term SSA, the Applicant shall specify the expected quantities of Gaseous Fuel to be injected and withdrawn in each Storage Month when the Monthly Storage Service requested in the Application is to be provided, or in each Gas Day when the Weekly Storage Service requested in the Application is to be provided. In case when multiple Applications are submitted, and there is no possibility of approving all of them, the principles set out in clause 3.5 shall apply.
- 3.8.6 Based on the information provided in the Application and the documents attached thereto, the SSO shall verify the application for a SSA in terms of formal and legal compliance with respect to the requirements laid down in clause 3.3.
- 3.8.7 When any documents referred to in clause 3.3 are not submitted, or the submitted documents do not meet the requirements laid down in clause 3.3, or when there are errors or deficiencies in the submitted Application form, the SSO shall request the Applicant, through the SSP or by email, to submit a correctly completed Application, specifying the deficiencies, or supplement the same with appropriate documents or information within **2 Business Days** of the delivery of the request. The correction of the deficiencies shall be done through the SSP, and in cases when this is not possible – by email.
- 3.8.8 If the Applicant fails to submit a correctly supplemented Application within the time mentioned in clause 3.8.7, the Application will be rejected by the SSO. If a supplemented Application is re-submitted within the time limit mentioned in clause 3.8.7, it shall be deemed to have been submitted on its original submission date.
- 3.8.9 Following a positive verification for legal and formal compliance, the application shall

- undergo technical evaluation, subject to clause 3.1.15. During such verification, the SSO shall check the compliance with the Technical Specifications.
- 3.8.10 The information about the initial Capacity Allocation shall be communicated to the Applicant through the SSP. The information shall be provided by the SSO within **5 Business Days** from the date of the submission of a complete Application under a given Application Procedure. The publication in a subsequent initial Capacity Allocation in the System shall take place within **48 hours** from the date of publication of the initial allocation under the first initial of Capacity Allocation of the Applicant. Hours falling on days that are not Business Days shall be disregarded in the calculation of the deadline (from 00:00 to 23:59 hours).
- 3.8.11 The provisions of clauses 3.7.11 - 3.7.30 shall apply as appropriate, provided that:
- 3.8.11.1 The SSO shall be entitled to extend the deadline to inform the Applicant about the manner of examining the Application ( the initial Capacity Allocation and final Capacity Allocation ), if its substantive examination depends on the manner of examining the Application or Applications of other Applicants for whom the examination period has not yet expired. In such a case, the extension may be made by no longer than the time needed to consider the Application or Applications of other Applicants referred to above.
- 3.8.11.2 The Applicant shall deliver the SSA signed with a qualified electronic signature, subject to clause 3.7.25.5, within **2 Business Days** from the date of making the draft SSA available in the System;
- 3.8.11.3 Within **2 Business Days** from the date of making the draft SSA available in the System or information referred to clause 3.7.24, the Applicant shall deliver to the SSO documents evidencing that the required financial security instrument referred to in clause 3.3.2.7.2 has been established.
- 3.8.11.4 At the request of the Applicant, the SSO may agree to an extension of the time limit for the presentation of the documents confirming the establishment of the financial security by up to 7 days, provided that such documents should be presented, at the latest, two Business Days prior to the date of the commencement of Storage Services.
- 3.8.12 In case of a refusal, the grounds shall be stated.
- 3.8.13 In case of the Applicant's failure to present the documents confirming the establishment of the required financial security within the time limit stipulated in accordance with clause 3.8.11.3 or 3.8.11.4, the SSA shall be considered not have been concluded and the Application for the SSA shall be deemed withdrawn, of which the SSO shall immediately inform the Applicant.
- 3.8.14 The above provisions shall also apply in case of the conclusion of a SSA that covers

New Storage Capacity, the availability of which is to be notified by the SSO in accordance with clause 2.9.6. The SSO shall inform the Applicants of the expected technical parameters of New Storage Capacity and the expected date when such New Storage Capacity is to become available. The Applicants may submit Applicants concerning the conclusion of a SSA in respect of New Storage Capacity as part of an Application Procedure or Auction that covers the New Storage Capacity.

- 3.8.15 When, at the time of Application submission, the applicable Tariff does not cover the New Storage Capacity referred to above, the value of the required financial security instrument shall be determined on the basis of the tariff rates of charges applicable to the Storage Capacity covered by the Tariff, as appropriate for the Storage Services indicated by the Applicant in the Application for the SSA. No later than within 7 Business Days of the approval of a Tariff covering the New Storage Capacity, the SSO shall advise the Storage Customer of the new value of the security instrument determined in accordance with clause 3.3.2.7.2. In such case, SSO may demand that the value of the security instrument be increased or the Storage Customer may demand that the value of the security instrument be reduced, as the case may be, within 30 Business Days.

### **3.9 The procedure for concluding the SSA through an Auction**

- 3.9.1 The conclusion of the SSA through an Auction shall take place on the SSP, which is the primary market platform where Storage Capacity is offered and allocated directly by the SSO.
- 3.9.2 Detailed rules and preconditions for using the SSP and the Auction process are set out in the SSP Terms and Conditions.
- 3.9.3 The participation in the Auction shall be open to the Storage Customers that, prior to the Auction, fulfil the prerequisites described in clauses 3.4.1.1 - 3.4.1.3 of the Rules and receive, via the System, a confirmation of fulfilling the preconditions for participation in the Auction.
- 3.9.4 The Auction comprises a single bidding round lasting from thirty (30) minutes to two (2) hours.
- 3.9.5 The Storage Customer may submit up to three (3) Bids per Auction.
- 3.9.6 Each of the up to three (3) Bids submitted by the same Storage Customer shall be treated separately and may lead to the allocation of Storage Capacity and determination of a different Allocation Price with respect to each of these Bids, provided that:
- 3.9.6.1 the amount of Storage Capacity covered by a single Bid must not exceed the Capacity Limit.

- 3.9.6.2 the total amount of Storage Capacity covered by all valid Bids submitted in the Auction by a single Storage Customer must not exceed the Capacity Limit.
- 3.9.7 The Bid should specify:
- 3.9.7.1 amount of Storage Capacity the Storage Customer applies for, not exceeding the Capacity Limit;
  - 3.9.7.2 Price, which cannot be lower than the Minimum Price.
- 3.9.8 A valid Bid may be submitted only during the Auction in an electronic form and via the System.
- 3.9.9 Once the Bid is approved by the Storage Customer in the System during the Auction, it shall be effectively submitted.
- 3.9.10 Bids may be changed during the Auction only by increasing the Price.
- 3.9.11 Price increase is possible through 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.
- 3.9.12 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.
- 3.9.13 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 clause 3.9.12.
- 3.9.14 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.
- 3.9.15 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.
- 3.9.16 The Storage Customers, when participating in the Auction, shall be provided with ongoing access, through the System, to the information, to be updated in real time, indicating whether a given Bid ensures the full or partial allocation of the Storage Capacity, or that it does not ensure any allocation of the Storage Capacity.
- 3.9.17 The Bid may be submitted or modified until the Auction is closed. A validly placed Bid cannot be withdrawn.
- 3.9.18 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.
- 3.9.19 The allocation of the Storage Capacity under the Auction procedure shall take place according to the order defined in accordance with clause 3.6 of the Rules.

- 3.9.20 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 Storage Customer that took part in the Auction, to the extent relevant to the submitted Bids. 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.
- 3.9.21 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 by the SSO of the information referred to in clause 3.9.1920 in the System.
- 3.9.22 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.
- 3.9.23 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.
- 3.9.24 When 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.
- 3.9.25 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, such notice to be to be substantially in the form of such statement published on the OIP.
- 3.9.26 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 3.9.2525 shall only apply to the Storage Capacity covered by the Bids which resulted in a partial allocation.
- 3.9.27 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. The SSO shall determine the amount of the security

in accordance with the principles described in clause 3.3.2 and provide the Storage Customer with information in this respect via the System.

- 3.9.28 If the Storage Customer fails to submit the documents confirming the submission of the required financial security in due time, amount and form, as determined in accordance with the provisions of the Rules, the Storage Services Agreement concluded as a result of the Auction shall be terminated upon the ineffective expiry of the deadline for providing financial security, of which the SSO shall immediately inform the Storage Customer via the System.
- 3.9.29 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.

### **3.10. Conditional SSA**

- 3.10.1. If the Applicant submits an Application for the execution of a SSA with a term of the SSA exceeding the term of the licence for storage of Gaseous Fuels held by the SSO and the decision of the President of ERO concerning the designation of the SSO as the Storage System Operator, a Conditional SSA shall be executed with such Applicant to the extent that the term of the SSA exceeds the validity of both of the above-indicated decisions. In such case, the obtaining by the SSO of a decision of the President of ERO granting the extension of the licence for storage of Gaseous Fuels and the decision of the President of ERO concerning the designation of a storage system operator shall be deemed as fulfilment of the condition, and shall be communicated to the Applicant by the SSO in writing.
- 3.10.2. A Conditional SSA may also be concluded in other justified cases when the start of the provision of Storage Services depends on the fulfilment of a specific condition, at the request or initiative of the SSO, in particular if the provision of New Storage Capacity or the commencement of the Storage Services is subject to the approval of a new Tariff or its amendment.

### **3.11. Settlements under a Storage Services Agreement and Invoicing**

- 3.11.1 The following documents may constitute the basis for the application of charges:
- 3.11.1.1 invoice – issued by the SSO in respect of Storage Services provided to the Storage Customer under a concluded SSA, or other charges applied in accordance with these Rules or the Tariff, including the CC Charges.

adjustment invoice - issued by the SSO in the event of settlement and/or invoicing errors, as well as in the event of the acceptance of a complaint or a discount claim filed by the Storage Customer,

3.11.1.2 interest note - issued by the SSO in the event that the payment terms are exceeded by the Storage Customer.

3.11.2 Monthly settlements and invoicing in respect of the provided Storage Services

3.11.2.1 An invoice for Storage Services provided to the Storage Customer in a Gas Month under a concluded SSA shall be issued by 14<sup>th</sup> day of a given month, subject to clause 3.11.2.3.

3.11.2.2 By 7th day of the month falling after the Gas Month the settlement relates to, a report setting out the quantities of Gaseous Fuel actually injected to and withdrawn by the Storage Customer from the Storage Facility or a Group of Storage Facilities in the previous settlement period shall be compiled by the SSO and reconciled with the Storage Customer. When the Storage Customer does not authorise its representatives to reconcile such a report or its representatives refuse its reconciliation, the report shall be signed by the SSO unilaterally. Any objections raised by the Storage Customer during report reconciliation shall be treated as a complaint. Following the compilation of the report, the Storage Customer may submit further complaints within 21 days of the compilation and unilateral signing of the report by the SSO.

3.11.2.3 By 7th day of the month falling after the Gas Month, the SSO shall issue an invoice for: :

3.11.2.3.1 Intraday Storage Services ordered in such Gas Month;

3.11.2.3.2 additional activities carried out in such Gas Month, in accordance with the Tariff,

3.11.2.3.3 CC Charges applied in accordance with clause 5.5 in respect of the occurrence of Contractual Congestion of which the SSO became aware during such Gas Month.

3.11.3 All invoices and the underlying documents attached thereto shall be sent by registered mail or delivered in another manner against a confirmation of receipt to the address given by the Storage Customer in the SSA. In addition, scans of invoice shall be sent by electronic mail within 2 Business Days of their issuance to the address given by the Storage Customer in the SSA. The first and second sentences above do not apply to the Storage Customer that agreed to the issuance and delivery of invoices in a digital form.

3.11.4 Method and terms of payment

3.11.4.1 The amounts stated on the SSO's invoices shall be payable by a bank transfer to the SSO's account specified in the respective invoice.



- 3.11.4.2 The invoices shall be payable within fourteen (14) days of the invoice date.
- 3.11.4.3 The payment of the amounts due shall be deemed to be made on the date of crediting the SSO's bank account.
- 3.11.4.4 Each payment made by the Storage Customer shall be applied against the oldest amounts due and outstanding, including, in the first place, any interest due.
- 3.11.4.5 In case of payment default:
- 3.11.4.5.1 The SSO shall accrue interest at the statutory rate for each day of default.
- 3.11.4.5.2 The SSO may terminate the SSA, subject to the principles set out in clause 3.13.3 and draw on the security instrument referred to in clause 3.3.2.3 of the Rules if the Storage Customer defaults on the payment for more than one month and has received a payment demand. The termination of the SSA shall not release the Storage Customer from the obligation to pay all the amounts due together with the applicable interest.
- 3.11.4.6 Any complaints in relation to an invoice shall be submitted by the Storage Customer within 21 days from its receipt.
- 3.11.4.7 A complaint filed by the Storage Customer, other than a complaint in respect of calculation errors, shall not release the Storage Customer from the obligation to pay the amounts due as invoiced. In case when a complaint is filed with respect to calculation errors, the Storage Customer shall be obliged to make a timely payment of the correctly calculated amount that has been reconciled with the SSO.
- 3.11.4.8 The SSO shall process complaints within 14 days from receipt. In case when the complaint is admitted the SSO shall issue an adjustment invoice within 7 days and shall deliver it forthwith to the Storage Customer. Any overpayment shall be treated as payment on account of future amounts due and included in the next invoice, unless the Storage Customer demands a refund thereof within 14 days of the receipt of the correcting invoice, in which case the refund shall be transferred to Storage Customer's account.

### **3.12 Liability of the Parties**

- 3.12.1 The risk related to the storage of Gaseous Fuel shall pass on the SSO upon the introduction of such Gaseous Fuel to the respective Storage Facility at MFPWYOSM. The risk related to the transmission of Gaseous Fuel shall pass on the TSO in accordance with the principles set out in the Network Code.
- 3.12.2 Any claims shall be submitted by the Storage Customer within 21 Business Days of the Storage Customer becoming aware of their existence.

### **3.13 Termination**

3.13.1 A Framework SSA, Day-Ahead SSA, Long-Term SSA and Short-Term SSA shall be terminated:

3.13.1.1 on the date of expiry of the licenses required by law in respect of the activities in connection with which the SSA was executed, when such licences have not been renewed, or the party or its legal successor has not obtained a new licence so as to continue the performance of the agreement, subject to the following sub-clause;

3.13.1.2 after the lapse of the term determined by President of ERO in a decision ordering the party to continue its activity notwithstanding the expiry of its licence.

3.13.2 The party, whom the circumstances in clause 3.13.1 above concern, must notify the other party of this fact in writing without undue delay, or, if possible, giving such other party sufficient notice.

3.13.3 The SSO may terminate a Framework SSA, Day-Ahead SSA, Long-Term SSA or Short-Term SSA with immediate effect, after a prior notice requesting the Storage Customer to remove the cause for such termination and setting a time limit of 7 Business Days for Storage Customer to do so, and in case of a termination pursuant to clause 3.13.3.2 - 14 Business Days and after such time limit has lapsed ineffectively, in case when:

3.13.3.1 the validity of the security instrument referred to in clause 3.3.2.3 is not extended or its outstanding amount is not paid to match the full value;

3.13.3.2 the Storage Customer defaults on the payment of any amount due in connection with the provision of Storage Services for more than one month;

3.13.3.3 the Transmission Contract that confirms the TSO's undertaking to deliver Gaseous Fuel to the Storage Facility or to take Gaseous Fuel from such facility is terminated, or the TSO refuses to provide storage services under the Transmission Ability Allocation, in each case due to reasons attributable to the Storage Customer;

3.13.3.4 with respect to Storage Services made available for the purpose of creating and holding a mandatory stock, when the Storage Customer has not presented a decision referred to in clause 2.7.4 immediately on the expiry of the term when, according to the Stockpiling Act, it should have been issued, or the Storage Customer has not presented the decision of the President of ERO referred to in clause 2.7.4 in case when the previous decision expires prior to the final termination date of the SSA;

3.13.3.5 transfer or acquisition by the Storage Customer of the ownership title to Gaseous Fuel injected into the Storage Facility or the Group of Storage Facilities under the SSA, unless the Storage Customer presents the updated statements referred to in clause 3.3.1.4.2 within the time limit stipulated in clause 3.17.

- 3.13.4 The Storage Customer may terminate a Long-Term SSA and a Short-Term SSA with immediate effect in case when:
- 3.13.4.1 Firm Storage Services have not been provided for more than 30 consecutive days or Interruptible Storage Services have not been provided for more than 60 consecutive days,
- 3.13.4.2 the Storage Customer demonstrates that the TSO has terminated the Transmission Contract or refused to provide the services under the Transmission Ability Allocation due to reasons not attributable to the Storage Customer. The above provision shall not apply to the Storage Customer being the TSO.
- 3.13.5 The Storage Customer shall have the right to terminate a Long-Term SSA or Short-Term SSA in case when the Storage Customer does not accept the amendments introduced to the Rules or to the content of the SSA, as proposed by the SSO, in connection with the changes introduced to the Rules, in accordance with the procedure set out, respectively, in clause 1.7.11. or 1.7.14 of the Rules.
- 3.13.6 No Party shall have the right to terminate a Long-Term SSA or a Short-Term SSA on the grounds of the effects of a force majeure. However, when a force majeure event or the efforts to remedy its causes persists for more than 60 days, either Party is entitled to terminate a Long-Term SSA or a Short-Term SSA with immediate effect.
- 3.13.7 In the event that the Storage Customer obtained only a partial allocation of Storage Capacity in the Auction, in relation to the amount of Storage Capacity indicated in its 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, such notice to be signed by a duly authorised representative of the Storage Customer according to the details disclosed in the relevant register, or by a duly authorised representative. 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, as referred to above, shall only apply to the Storage Capacity covered by the Bids which resulted in a partial allocation.
- 3.13.8 An entity that is a party to a Framework SSA or Day-Ahead SSA shall have the right to terminate the same at any time with a monthly notice period at the end of the month. In spite of the termination of the Framework SSA or Day-Ahead SSA, the provisions concerning currently valid Long-Term SSAs or Short-Term SSAs concluded thereunder, or currently provided Day-Ahead Storage Services shall remain in force. The termination of the Framework SSA shall neither affect the validity of the Long-Term SSAs and Short-Term SSA concluded thereunder, nor the possibility of providing Day-Ahead Storage Services for which the orders were accepted during the validity of the Framework SSA or Day-Ahead SSA.

### **3.14 Withdrawal of Gaseous Fuel in case of termination or expiry of the SSA**

3.14.1 If, following the expiry of a Long-Term SSA, or a Short-Term SSA, or the termination of a Long-Term SSA, or a Short-Term SSA, Framework SSA or Day-Ahead SSA in accordance with clause 3.13, Gaseous Fuel of the Storage Customer still remains in the Storage Facility or a Group of Storage Facilities, the Storage Customer shall be obliged to withdraw such Gaseous Fuel at the soonest possible date indicated by the SSO and resulting from the technical capabilities of the Storage Facility or Group of Storage Facilities and the Withdrawal Capacity ordered by the Storage Customer, unless another SSA is in place and constitutes the basis for continued storage of the quantity of Gaseous Fuel left by the Storage Customer in the Storage Facility or Group of Storage Facilities and its withdrawal by the Storage Customer. Within 14 days of the date of the delivery of the relevant letter by the SSO, the Storage Customer shall have the right to suggest an alternative date for the withdrawal of the Gaseous Fuel. If the Parties fail to agree an alternative date for the withdrawal of the Gaseous Fuel within 30 days of the delivery of the first letter of the SSO with the notification of such date to the Storage Customer, the date of withdrawal indicated by the SSO shall be binding upon the Storage Customer.

3.14.2 If the Storage Customer fails to withdraw the Gaseous Fuel within the time limit set in accordance with clause 3.14.1, within 12 months of the lapse of such time limit the SSO shall have the right to publish, , on the OIP, an irrevocable offer of the Storage Customer or the owner of such Gaseous Fuel, as applicable, to sell the Gaseous Fuel, addressed to an unspecified group of parties and consistent with the wording of the declaration of the Storage Customer referred to in clause 3.3.1.4.2.1, or the wording of the declaration of the owner of the Gaseous Fuel referred to in clause 3.3.1.4.2.2, as the case may be, for a price equivalent to:

3.14.2.1 80 % of the Reference Gas Price in case when the SSA expires (its term comes to an end) or is terminated pursuant to clause 3.13.1.1 in connection with the expiry of the Storage Customer's license, clause 3.13.3 or clause 2.7.11, provided that in case when the Storage Customer or the owner of the Gaseous Fuel applies a tariff in connection with its activity in respect of trade in gaseous fuels – the selling price shall be set at a level of 80% of the price of the Gaseous Fuel resulting from the tariff of such Storage Customer or that of the owner of the Gaseous Fuel (as approved and published in the industry Bulletin of ERO in accordance with the Energy Law Act), applicable on the date of acceptance of the offer by the buyer, if such price is lower than 80% of the Reference Gas Price;

- 3.14.2.2 100% of the Reference Gas Price when the SSA is terminated pursuant to clause 3.13.1.1 in connection with the expiry of the SSO's license, pursuant to clause 3.13.4.1 clause 3.13.4.2, clause 3.13.5 or clause 3.13.6 second sentence, provided that in case when the Storage Customer or the owner of the Gaseous Fuel applies a tariff in connection with its activity in respect of trade in gaseous fuels – the selling price shall be set at a level of 100% of the price of the Gaseous Fuel resulting from the tariff of such Storage Customer or that of the owner of the Gaseous Fuel (as approved and published in the industry Bulletin of ERO in accordance with the Energy Law Act), applicable on the date of acceptance of the offer by the buyer, if such price is lower than 100% of the Reference Gas Price.
- 3.14.3 The offer to sell Gaseous Fuel shall cease to be binding upon the Storage Customer after 12 months of the date of its publication of the OIP.
- 3.14.4 Upon making public the offer of the Storage Customer to sell the untaken Gaseous Fuel, as referred to in clause 3.14.2, the SSO shall simultaneously publish an offer to make available the Storage Capacity required for its continued storage in the Storage Facility or a Group of Storage Facilities to the buyer(s) of such Gaseous Fuel, as well, to the extent available, the Storage Capacity required to withdraw such Gaseous Fuel.
- 3.14.5 A party interested in acquiring the untaken Gaseous Fuel referred to in clause 3.14.1 from the Storage Customer should:
- 3.14.5.1 present a declaration in writing to the SSO that it accepts the offer, substantially in the form published by the SSO on the OIP, and
  - 3.14.5.2 submit an Application for a SSA comprising at least the Storage Capacity of the Storage Facility or the Group of Storage Facilities where the untaken Gaseous Fuel is held, to the extent required for continued storage of such Gaseous Fuel in the Storage Facility or the Group of Storage Facilities, and, potentially, the Storage Capacity required for the withdrawal of such Gaseous Fuel from the Storage Facility or the Group of Storage Facilities, if such Storage Capacity has been offered by the SSO.
- 3.14.6 The requirement to submit the Application for a SSA referred to in clause 3.14.5.2 shall not apply if:
- 3.14.6.1 the party that declares the acceptance of the offer to sell the untaken Gaseous Fuel is already eligible to Storage Capacity under another SSA and such Storage

Capacity is sufficient to enable the continued storage of such Gaseous Fuel in the Storage Facility or the Group of Storage Facilities where the Gaseous Fuel is held;

- 3.14.6.2 the party that declares the acceptance of the offer to sell the untaken Gaseous Fuel shall simultaneously therewith declare its intention to immediately withdraw the Gaseous Fuel from the Storage Facility or the Group of Storage Facilities.
- 3.14.7 The information on the dates by which the interested parties may submit declarations on the acceptance of the offer and the Applications referred to in clause 3.14.5, as well as information on the dates of the conclusion of the sale procedure and notification of its outcome to the participants shall be published by the SSO on the OIP. In addition, information on technical capabilities and the time limits for the withdrawal of the Gaseous Fuel by the buyer referred to in clause 3.14.6.2 shall be published by the SSO on the OIP. With respect to the availability of the Storage Capacity referred to in clause 3.14.4, the SSO may set a different time frame for the execution of the SSA than the one set out under these Rules. If, within the time frame set by the SSO, the above procedure does not result in the sale of the untaken Gaseous Fuel, the SSO shall have the right to set a new time frame and repeat the procedure as long as the offer to sell remains binding on the Storage Customer. With respect to the remaining scope of the procedure for the conclusion of the SSA referred to in clause 3.14.5.2, the requirements set out in clauses 3.3, 3.7. And 3.8 shall apply as appropriate, provided that the SSO may decide to carry out this procedure in writing or by email, either without or with limited use of the SSP.
- 3.14.8 In case when at least two parties sign up within the time frame set by the SSO and such parties submit the documents referred to in clause 3.14.5, the untaken Gaseous Fuel and the associated Storage Capacity shall be allocated among such parties and the principles set out in clause 3.5 shall apply accordingly. In the documents referred to in clause 3.14.5, the parties interested in purchasing the untaken Gaseous Fuel shall specify whether, in case when the Application cannot be accepted in full, it should be accepted in part, by expressing or denying their consent to the reduction of the amount of Storage Capacity indicated in the Application. The Applicant shall have the option to renounce the Storage Capacity allocated to it, the amount received as a result of the reduction is not satisfactory.
- 3.14.9 The outcome of the procedure for sale of Gaseous Fuel and the allocation of the associated Storage Capacity, as well as the value of the security instrument, if required under the Rules, shall be notified by the SSO the parties that have correctly submitted the documents referred to in clause 3.14.5. The buyer shall be obliged to pay the price for the Gaseous Fuel within 14 days of the date of receiving the above notification. The sale of Gaseous Fuel shall take effect on the date of the execution of

the SSA referred to in clause 3.14.5.2, and in the case described in clause 3.14.6, on the date of payment of the sale price. The sale of the Gaseous Fuel to the buyer shall be confirmed with a VAT invoice issued by the SSO on behalf of the Storage Customer within the time-frame stipulated by the applicable tax legislation.

- 3.14.10 The SSO shall be authorised to receive the amount due in respect of the sale of Gaseous Fuel effected in accordance with the procedure described above on behalf of the Storage Customer, and subsequently shall be obliged to remit such amount to the Storage Customer within 14 days of receiving it from the buyer, subject to the provision of the following sentence. The SSO shall be authorised to offset any of its unsatisfied claims owing to the SSO from the Storage Customer from the claim of the Storage Customer in respect of the amount raised from the sale of untaken Gaseous Fuel.
- 3.14.11 Until the withdrawal of the Gaseous Fuel by the Storage Customer, or the commencement of Storage Services under a new SSA executed with the buyer of such gas, or until the transfer of such Gaseous Fuel to the Working Volume held by the buyer of such Gaseous Fuel in accordance with the procedure set out above, the Storage Customer shall be obliged to pay the charges in respect of the storage of such gas. The payment referred to in the preceding sentence shall be equivalent to the charges that would be payable by the Storage Customer, if the SSA was remained in effect.
- 3.14.12 The above provisions shall apply accordingly in the circumstances described in clause 3.3.1.4.2.2.
- 3.14.13 Any matters not regulated in clause 3.14 shall be governed by the Civil Code provisions on sale.

### **3.15 Notices and statements. Communication between the Parties**

- 3.15.1 The Storage Customer must give the SSO an immediate notice of any events that affect or may affect the performance of the SSA.
- 3.15.2 To ensure efficient and reliable communication, the Parties shall provide in the SSA the details of their postal addresses, emails, phone and fax numbers and authorised contact persons with respect to the performance of the SSA. To be valid, any changes to the above details must be notified to the other Party in writing and no amendment to the SSA shall be required in such event.
- 3.15.3 Any declarations, statements or notices shall be made in the Polish language.
- 3.15.4 The provisions governing the exchange of correspondence between the Parties are set out in clause 1.11.

### **3.16 Language, applicable law and dispute resolution**

- 3.16.1 SSAs shall be made in the Polish language, or both in the Polish and the English language. The Polish language version shall be binding and the English language version shall only serve for information purposes. The above also applies to announcements, communications and forms made available on OIP, OIEP and the SSP.
- 3.16.2 The SSA shall be governed by the Polish law.
- 3.16.3 Any dispute arising out of or in connection with a SSA, including disputes concerning payments, shall first be resolved through negotiation and the Parties agree to use every effort possible to this end.
- 3.16.4 If, despite the efforts, it proves impossible to resolve the dispute by negotiations within 30 days from the start of the negotiations, the dispute shall be submitted for resolution to the Arbitration Tribunal at the Chamber of Gas Industry in Warsaw, except in the case of disputes for which jurisdiction is vested in the President of the Energy Regulatory Office or any other authority. The occurrence or existence of a dispute concerning the SSA does not release the Parties from the obligation to fulfil their other obligations arising from the SSA.

### **3.17 Transfer of rights to Gaseous Fuel in a Storage Facility**

- 3.17.1 When the Storage Customer enters into a transaction that results in a change of the Storage Customer's legal title to Gaseous Fuel maintained in a Storage Facility or Group of Storage Facilities under an existing SSA concluded by the Storage Customer, the Storage Customer shall inform the SSA about the elements of the concluded transaction which are relevant for further performance of the SSA, including specifically the parties to the transaction, subject thereof and the volume of gas held by the Storage Customer in the Storage Facility or Group of Storage Facilities being subject to the transaction, not later than on the date of its conclusion, and deliver to the SSO one of the declarations referred to in clause 3.3.1.4.2, within 7 days from the date of entering into the transaction, if, as a result of entering into the transaction, the previous declaration of the Storage Customer, which is referred to in clause 3.3.1.4.2 would otherwise become out of date.
- 3.17.2 When the Storage Customer enters into a transaction transferring the ownership of Gaseous Fuel maintained in a given Storage Facility or Group of Storage Facilities



under an existing SSA concluded by the Storage Customer, onto another Storage Customer being a party to a SSA which enables the continued storage of such Gaseous Fuel in the same Storage Facility or Group of Storage Facilities, the Storage Customers are obliged to inform the SSA about the elements of the concluded transaction which are relevant for further performance of the SSA, including specifically the parties to the transaction, subject thereof and the volume of gas held by the Storage Customer in the Storage Facility or Group of Storage Facilities being subject to the transaction, not later than on the date of its conclusion, and to provide the SSA with updated declarations, as referred to in clause 3.3.1.4.2 within 7 days from the date of entering into such a transaction, if as a result of entering into such a transaction the declarations referred to in clause 3.3.1.4.2 would otherwise become out of date.

- 3.17.3 When a transaction is concluded with transfers the ownership of the Gaseous Fuel, as referred to in clause 3.17.2, the SSO, on the basis of consistent statements of the Storage Customers being parties to such a transaction, shall allocate the Gaseous Fuel covered by the transaction to the Storage Customer that is the buyer and provides the Storage Customers that are the parties to the above transaction, via e-mail, with information about the current utilisation of the working volume they are eligible to under the respective SSA in a given Storage Facility or Group of Storage Facilities, taking into account the concluded transaction.

## **Section 4 Procedure for handling the orders of the TSO**

### **4.1. Long-Term SSA**

If, until 15 October of the year preceding the year in which the Storage Services are to commence, the TSO, in order to perform its duties, demands that the SSO provides Storage Services in the following Storage Year and the scope of so-demanded Storage Services precludes the SSO from full performance of an existing SSA, the SSO shall inform the Storage Customer of this fact and the Parties shall promptly execute an amendment to the SSA in order to adapt such SSA to the to adjust it to the SSO's capability to provide the Storage Services as of the following Storage Year. In case of a Long-Term SSA, the Storage Capacity shall be reduced pro rata for individual Storage Customers, in a reverse order with than the one resulting from the procedure set forth in clauses 3.5.1 and 3.5.2. The Storage Capacity which cannot be reduced pro rata, shall be reduced for the Storage Customer that was allocated the largest quantity of Storage Capacity. The Storage Capacity which cannot be reduced pro rata, or cannot be reduced

for the Storage Customer that was allocated the largest quantity of Storage Capacity, shall be reduced on the basis of a draw to be held for the categories specified in clause 3.5.1, in a reverse order than the one resulting from the priority of such categories. Each portion of Storage Capacity shall be drawn separately.

#### **4.2. Short-Term SSA**

- 4.2.1.** If, until 15 October of the year preceding the year in which the Storage Services are to commence, the TSO, in order to perform its duties, demands that the SSO provides Storage Services in the following Storage Year and the scope of so-demanded Storage Services precludes the performance of an existing Short-Term SSA, the SSO shall inform the Storage Customer of this fact and the Parties shall promptly execute an amendment to the SSA in order to adapt such Short-Term SSA to the to adjust it to the SSO's capability to provide the Storage Services.
- 4.2.2.** In the case referred to in clause 4.2.1, the Storage Capacity shall be reduced pro rata, in a reverse order than the one resulting from the procedure set forth in clauses 3.5.9 and 3.5.8. The Storage Capacity that cannot be reduced pro rata, shall be reduced on the basis of a draw to be held for the categories specified in clause 3.5.9, in a reverse order than the one resulting from the priority of such categories. Each portion of Storage Capacity shall be drawn separately. In such a case the Storage Customers shall be required to submit appropriate Renominations.
- 4.2.3** From the moment when the SSO notifies the Storage Customer of the TSO's demand for Storage Capacity, which precludes the SSO from full performance of a SSA until the signing of the amendment to such agreement, the SSO shall not be liable for any failure to secure the ordered Storage Capacity to the extent that such failure results from making available the Storage Capacity to the TSO.

### **Section 5 Procedure in case of Contractual Congestion**

#### **5.1 Management of Contractual Congestion**

- 5.1.1** In case of system congestion, and in particular insufficient quantity of Storage Capacity being available with respect to the demand from market participants for such capacity, and in view of the need to ensure optimised and efficient use of Storage Facilities and Groups of Storage Facilities, the SSO shall take measures aimed at preventing and mitigating the effects of unjustified hoarding of unused Storage Capacity by Storage Customers, which restricts the access to such capacity for other parties, and specifically:

- 5.1.1.1 The SSO shall monitor, on an on-going basis, the actual use of the ordered Storage Capacity taking into account the existing SSAs and the accepted Applications for SSAs.
- 5.1.1.2 at a request of the Storage Customer, the SSO shall offer Storage Capacity allocated to such Storage Customer to third parties, on the terms set out below in clause 5.2, when the Storage Customer does not use such Storage Capacity, or expects that it will not use it in the future;
- 5.1.1.3 in case of Contractual Congestion that prevents the execution of a SSA or a change of the allocated Storage Capacity, the SSO shall take measures in order to mitigate such congestion and enable the execution of, at least, an Interruptible SSA, and in particular it shall take the measures set out below in clause 5.3;
- 5.1.1.4 in case of Storage Capacity ordered and allocated to Applicants for the purpose of creating and holding mandatory stocks of Gaseous Fuel, pursuant to the priority provided for in clause 3.5.1 sub-clause a) and clause 3.5.9 sub-clause a), the SSO shall verify the volumes of the ordered and allocated Storage Capacity and its actual use for the purpose referred to above, both at the stage of processing the Application for a SSA and during the term of the SSA, based on the documents delivered, respectively, by the Applicants or Storage Customers. In case of finding out that the Storage Capacity ordered or allocated pursuant to the priority provided for in clause 3.5.1 sub-clause a) and clause 3.5.9 sub-clause a) exceed the volumes required for the fulfilment of the obligations of a given party with respect to creating and holding the mandatory stocks of Gaseous Fuel, such excess Storage Capacity shall be made available by the SSO, in the effort to manage Contractual Congestion, to other parties subject to the principles set out below in clause 5.4;
- 5.1.1.5 The SSO shall enable secondary trade of Storage Capacity in accordance with clause 5.6.3 below;
- 5.1.1.6 In the circumstances and subject to the principles set out in the Rules, the SSO shall offer unused Nominal Injection Capacity or unused Nominal Withdrawal Capacity in the current or next Gas Day to Storage Customers on the basis of Interruptible Intraday Storage Service;
- 5.1.2 Due to the system congestion affecting Storage Facilities or Groups of Storage Facilities, as referred to in clause 5.1.1, the Applicant should specify the amount of Storage Capacity ordered in the Application for a SSA with due care, taking specifically into account its actual needs and the expected utilisation of the ordered capacity so as to avoid unjustified hoarding of unused Storage Capacity and

restricting thereby the access to the Storage Capacity for other parties (i.e. the occurrence of Contractual Congestion).

- 5.1.3 In the management of Contractual Congestion, the SSO shall take into account the principle of indivisibility of the Bundled Unit.
- 5.1.4 The SSO shall charge fees from Storage Customers for causing Contractual Congestion and for the measures undertaken by the SSO with a view to preventing or mitigating the Contractual Congestion, in the amount and on the terms set forth in clause 5.5.

## **5.2 Management of Contractual Congestion at the Request of the Storage Customer**

- 5.2.1 The Storage Customer shall have the right to submit an application to the SSO for a reduction of the Storage Capacity allocated under a Long-Term SSA when the Storage Customer does not use such Storage Capacity, or expects that it will not use it in the future (excess Storage Capacity). In the application, the Storage Customer shall specify the excess Storage Capacity and the scope of the requested reduction of the allocated Storage Capacity.
- 5.2.2 If the application referred to in clause 5.2.1 is submitted before or during the first contract year when Long-Term Storage Service is to be provided and concerns a reduction of the Storage Capacity for such contract year, the SSO shall offer the excess Storage Capacity allocated to such Storage Customer to other Storage Customers that applied for Long-Term SSAs comprising the same contract year under the same procedure, on the terms set forth in clause 3.5 the SSO shall notify those Storage Customers of the possibility of allocating additional Storage Capacity without undue delay, and the Storage Customers shall notify the SSO, within 4 Business Days, whether they are interested in increasing the Storage Capacity and to what extent. In case when the Storage Customer does not express interest in the allocation of additional Storage Capacity, such capacity shall be offered by the SSO in accordance with the principles set forth in clause 2.9.6.
- 5.2.3 If the excess Storage Capacity relates to subsequent contract years when Storage Services are to be provided, the SSO shall make such capacity available on the terms set forth in clause 2.9.6.
- 5.2.4 The Storage Customer shall remain a party to the SSA with respect to such capacity and shall be obliged to pay the amounts due for the entire allocated Storage Capacity, including the excess Storage Capacity, until the date on which the Storage Services start being provided for a third party following the re-allocation of the excess Storage

Capacity. The Storage Capacity assigned to the Storage Capacity shall be reduced as appropriate on the date on which the Storage Services start being provided for a third party following the re-allocation of the excess Storage Capacity to such third party and the execution of a new SSA in this regard. The SSO shall deliver a declaration to the Storage Customer eligible to the excess Storage Capacity, specifying the date from which the Storage Capacity would be reduced and the level of such reduction, and such declaration shall be made in writing otherwise being null and void. In this regard, the acceptance of the Storage Customer shall not be required in order to the amendment to the SSA to be valid.

- 5.2.5 When the performance of a Long-Term SSA starts during a Storage Year, the Storage Service shall be provided thereunder shall be settled as a Long-Term Storage Service.

**5.3 Management of Contractual Congestion precluding the execution of a SSA or the change of the level of the allocated Storage Capacity**

- 5.3.1 If, after the end of the Storage Year, it becomes apparent that no Storage Capacity is available, and certain allocated yet unused Storage Capacity exists under the Long-Term SSAs being currently in place, the SSO shall request the Storage Customer that fails to use such allocated Storage Capacity to provide, within 15 Business Days, a written notice explaining the reasons for this situation and stating its expected further duration. The provisions of the present clause shall apply in case when the utilisation of the ordered Storage Capacity has remained below 70% of the Working Volume for at least one Storage Year, or for 6 consecutive Gas Months in case of GSF Kawerna.
- 5.3.2 When considering the presented explanation, the SSO shall have regard to the historic utilisation of the Storage Capacity by the Storage Customer during the last Storage Year.
- 5.3.3 If the Storage Customer fails to provide its explanation in accordance with clause 5.3.1, or if its explanation does not provide a credible basis to recognise that the underutilisation of the ordered Storage Capacity by the Storage Customer is justified or that the underutilised Storage Capacity is indispensable to the Storage Customer in order to fulfil its existing contractual obligations, the SSO may offer such capacity subject to the terms set forth in clause 2.9.6 and reduce the Storage Capacity made available to that Storage Customer. Clause 5.2.4 shall apply accordingly.

**5.4 Management of Contractual Congestion concerning Storage Capacity allocated for the purpose of creating and holding mandatory stocks of Gaseous Fuel**

- 5.4.1 If, based on the possessed documents and information, and specifically based on the decision of the President of ERO presented by the Applicant with regard to the determination or validation of the volume of mandatory stocks, as referred to in clause 2.7.6, and issued for a period coinciding with the Application for a SSA, the SSO determines that the level of the Storage Capacity required for creating or holding the mandatory stocks resulting from such documents and information is lower than the one specified by the Applicant in the Application for a SSA, the SSO shall request the Applicant to present a written notice explaining the reasons for such divergence. If the Applicant fails to provide the explanation, or the presented explanation does not provide a credible basis to recognise that the entire requested Storage Capacity is necessary for the Applicant in order to fulfil the obligation to create or hold the mandatory stocks, in making the allocation of the Storage Capacity the SSO shall take into account the Applicant's requirement for the Storage Capacity resulting from the documents referred to in the first sentence above.
- 5.4.2 In case when a Long-Term SSA or a Short-Term SSA with respect the Storage Capacity allocated to the Applicant pursuant to the priority categories provided for in clause 3.5.1 sub-clause a) and clause 3.5.9 sub-clause a) has already been executed, and the volume of the mandatory stocks determined in the decision of the President of ERO concerning the determination or validation of the volume of mandatory stocks which was issued following the execution of such SSA is lower than the one under the SSA:
- 5.4.2.1 within 7 days of receiving the decision from the President of ERO, the Storage Customer shall present the SSO with a proposal for the reduction of the Storage Capacity allocated in respective Storage Facilities or Groups of Storage Facilities;
- 5.4.2.2 if the situation described above has occurred before or during the first contract year of the provision of Storage Services, or before the commencement of or during the provision of Storage Services under a Short-Term SSA, the SSO shall offer the excess Storage Capacity to other Storage Customers that applied for a SSA under the same procedure for the allocation of the Storage Capacity and within the same priority category, subject to the terms set forth in clause 3.5. The SSO shall notify those Storage Customers of the possibility of allocating additional Storage Capacity without undue delay, and the Storage Customers shall notify the SSO, within 4 Business Days, whether they are interested in increasing the Storage Capacity and to what extent. In case when the Storage Customer does not express interest in the

allocation of additional Storage Capacity, such capacity shall be offered by the SSO in accordance with the principles set forth in clause 2.9.6.;

- 5.4.2.3 if the excess Storage Capacity allocated pursuant to the priority category set forth in clause 3.5.1 a) relates to subsequent contract years of the provision of Storage Services, the SSO shall offer such capacity on the terms set forth in clause 2.9.6.
- 5.4.3 Clause 5.4.2 shall apply accordingly in case of a failure by the Storage Customer to present the decision of the President of ERO concerning the determination or validation of the volume of mandatory stocks within the time limits set forth in these Rules.
- 5.4.4 The Storage Customer shall remain a party to the SSA with respect to such capacity and shall be obliged to pay the amounts due for the entire allocated Storage Capacity (in accordance with clause 5.4.2.2 or 5.4.2.3), including the excess capacity, until the date on which the Storage Services start being provided for a third party following the re-allocation of the excess Storage Capacity. The Storage Capacity assigned to the Storage Capacity shall be reduced, as appropriate, to the level corresponding to the volume of the mandatory stocks resulting from the decision of the President of ERO, on the date on which the Storage Services start being provided for a third party following the re-allocation of the excess Storage Capacity to such third party and the execution of a new SSA in this regard. The SSO shall deliver a declaration to the Storage Customer eligible to the excess Storage Capacity, specifying the date from which the Storage Capacity would be reduced and the level of such reduction, and such declaration shall be made in writing otherwise being null and void. In this regard, the acceptance of the Storage Customer shall not be required in order to the amendment to the SSA to be valid.
- 5.4.5 The Storage Customer shall have the right to submit an application to the SSO for a reduction of the Storage Capacity allocated under a Long-Term SSA when the Storage Customer expects that it will not use such Storage Capacity. In the application, the Storage Customer shall specify the excess Storage Capacity and the scope of the requested reduction of the allocated Storage Capacity. The application should provide for the reduction of the Storage Capacity for the entire term of the SSA so as to enable other parties to create and hold mandatory stocks on the basis of the released excess Storage Capacity. The provisions of clause 5.2 shall apply accordingly.
- 5.4.6 The Storage Customer shall be obliged to promptly advise the SSO of any circumstances that could result in the underutilisation by the Storage Customer of the

Storage Capacity allocated to the Storage Customer allocated for the purpose of holding mandatory stocks.

## **5.5 Charges for the Management of Contractual Congestion**

- 5.5.1 The SSO shall apply CC Charges payable by Storage Customers on account of Contractual Congestion and the measures undertaken by the SSO to prevent or mitigate Contractual Congestion, subject to the principles and in the amounts set out below.
- 5.5.2 In case when excess Storage Capacity designated for other purposes than creating or holding mandatory stocks is re-allocated by the SSO and a new SSA is executed with another party with respect to such capacity pursuant to clause 5.2 or clause 5.3, the CC Charges shall not be collected from Storage Customers.
- 5.5.3 In the event when the Storage Customer creates Contractual Congestion and therefore the need for the re-allocation of the excess Storage Capacity designated for other the purpose creating or holding mandatory stocks by the SSO, and the execution of a new SSA with another party with respect to such capacity pursuant to one of the procedures set out in clause 5.4:
- 5.5.3.1 when the SSO ascertains that the excess Storage Capacity represents up to 20% of the Storage Capacity allocated to the Storage Customer under a given SSA, the SSO shall not collect any Contractual Congestion Charges from the Storage Customer;
- 5.5.3.2 when the SSO ascertains that the excess Storage Capacity represents over 20% and up to 50% of the Storage Capacity allocated to the Storage Customer under a given SSA, the charge to be collected by the SSO from the Storage Customer shall be calculated according to the following formula:

$$\text{CC Charge} = 50\% \times \text{WNUM}$$

where:

- CC Charge - the charge for the management of Contractual Congestion
- WNUM - the value of monthly tariff charge due for the excess Storage Capacity

- 5.5.3.3 when the SSO ascertains that the excess Storage Capacity represents over 50% of the Storage Capacity allocated to the Storage Customer under a given Long-Term



SSA, the charge to be collected by the SSO from the Storage Customer shall be calculated according to the following formula:

$$\text{CC Charge} = 100\% \times \text{WNUM}$$

where:

CC Charge - the charge for the management of Contractual Congestion  
WNUM - the value of monthly tariff charge due for the excess Storage Capacity

- 5.5.4 The charges set forth in clauses 5.5.3.2 and 5.5.3.3 shall not be applied if the Storage Customer files an application for the reduction of the Storage Capacity allocated to the Storage Customer for the purpose of creating and holding mandatory stocks, in accordance with the procedure set out in clauses 5.4.5 and 5.2 no later than 31 March of the first or the following yearly period under the SSA to be affected by the Contractual Congestion.
- 5.5.5 The CC Charges referred to above shall be applied exclusively in case when the Applicants' demand for the Storage Capacity enabling the creation or holding of mandatory stocks in a given Storage Facility is greater than the Storage Capacity available in such Storage Facility.
- 5.5.6 The CC Charges shall accrue in the month following the Gas Month when the SSO become aware of the occurrence of Contractual Congestion that triggers the application of CC Charges and shall be payable in accordance with the principles set forth in clause 3.9 of the Rules.
- 5.5.7 The revenues from the CC Charges shall be used by the SSO for purposes related to the expansion of the storage system with a view to mitigating system congestion and preventing the occurrence of Contractual Congestion.

## **5.6 Sharing and secondary trade of Storage Capacity**

- 5.6.1 The Storage Customer may share any unused Storage Capacity it is eligible to with third parties, except for the Storage Capacity made available to the Storage Customer for the purpose of creating and holding mandatory stocks. In such case, the Storage Customer shall remain a party to the SSA and be fully liable for the fulfilment of obligations arising thereunder and for any acts or omissions of the party with it has shared the Storage Capacity. In case of Storage Capacity made available for the purpose of creating and holding mandatory stocks, the provisions of clause 5.4.5 shall apply.

- 5.6.2 The Storage Customer may transfer the rights to any Storage Capacity it is eligible to onto a third party, except for the rights to the Storage Capacity assigned to the Storage Customer for the purpose of holding mandatory stocks. In case of Storage Capacity made available for the purpose of creating and holding mandatory stocks, the provisions of clause 5.4.5 shall apply.
- 5.6.3 The rules of the secondary trading of rights to Storage Capacity are set forth in 0 of the Rules.

## PART II      **PARAMETERS OF STORAGE SERVICES AVAILABLE IN INDIVIDUAL SFs AND GSFs**

### **Section 6      Storage Services available at GSF Kawerna**

#### **6.1.      Technical Specification of GSF Kawerna**

GSF Kawerna constitutes a Group of Storage Facilities comprising CUGS Mogilno and CUGS Kosakowo.

- 6.1.1. The ID numbers of the exit points from the Transmission System and entry points to the system for GSF Kawerna shall be as follows:

Exit point

Point name	Point ID
GIM Kawerna zatłaczanie (injection)	108001

Entry point

Point name	Point ID
GIM Kawerna pobór (withdrawal)	178001

- 6.1.2. The lead time required to proceed with the execution of Nominations or Renominations counted from the moment when the processing of the Nomination or Renomination begins shall be 4 hours.

#### **6.1.3.      Long-Term Storage Service or Short-Term Storage Service**

- 6.1.3.1. Firm Long-Term Storage Service or Short-Term Storage Service in the form of a Bundled Unit shall consist of:

- 6.1.3.1.1. Working Volume of 200 MWh,
- 6.1.3.1.2. Injection Capacity of 0.149 MWh/h,
- 6.1.3.1.3. Withdrawal Capacity of 0.343 MWh/h.

- 6.1.3.2. Long-Term or Short-Term 90/40 Storage Service in the form of a Bundled Unit shall consist of:

- 6.1.3.2.1. Working Volume 200 MWh,
- 6.1.3.2.2. Injection Capacity of 0.151 MWh/h,

- 6.1.3.2.3. Withdrawal Capacity of 0.343 MWh/h.
  
- 6.1.3.3. Firm Long-Term or Short-Term Storage Service in the form of a Flexible Bundled Unit shall consist of the following components ordered jointly:
  - 6.1.3.3.1. Working Volume of 200 MWh,
  - 6.1.3.3.2. Injection Capacity - from 0.029 MWh/h to 0.149 MWh/h,
  - 6.1.3.3.3. Withdrawal Capacity - from 0.038 MWh/h to 0.343 MWh/h.
  
- 6.1.3.4. Unbundled Firm Long-Term Storage Service, provided exclusively on the basis of a SSA executed for the term of 12 consecutive Gas Months, or Unbundled Firm Short-Term Storage Service provided on the basis of a SSA executed for the term of 1 to 11 consecutive Gas Months (Monthly Storage Service) or the term of 7, 14, 21 consecutive Gas Days (Weekly Storage Service), comprises the following components offered separately:
  - 6.1.3.4.1. Working Volume of 200 MWh or its multiple,
  - 6.1.3.4.2. Injection Capacity,
  - 6.1.3.4.3. Withdrawal Capacity.
  
- 6.1.3.5. Interruptible Long-Term or Short-Term Storage Service in the form of a Bundled Unit shall consist of:
  - 6.1.3.5.1. Working Volume of 200 MWh,
  - 6.1.3.5.2. Injection Capacity of 0.149 MWh/h,
  - 6.1.3.5.3. Withdrawal Capacity of 0.343 MWh/h
  
- 6.1.3.6. Interruptible Long-Term or Short-Term Storage Service in the form of a Flexible Bundled Unit shall consist of the following ordered jointly:
  - 6.1.3.6.1. Working Volume of 200 MWh,
  - 6.1.3.6.2. Injection Capacity - from 0.029 MWh/h to 0.149 MWh/h,
  - 6.1.3.6.3. Withdrawal Capacity - from 0.038 MWh/h to 0.343 MWh/h.
  
- 6.1.3.7. Unbundled Interruptible Long-Term Storage Service, provided exclusively on the basis of a SSA executed for the term of 12 consecutive Gas Months, or Unbundled Interruptible Short-Term Storage Service provided on the basis of a SSA executed for the term of 1 to 11 consecutive Gas Months (Monthly Storage Service) or the term of 7, 14, 21 consecutive Gas Days (Weekly Storage Service), comprises the following components offered separately:
  - 6.1.3.7.1. Working Volume of 200 MWh or its multiple,

- 6.1.3.7.2. Injection Capacity,
- 6.1.3.7.3. Withdrawal Capacity.

#### **6.1.4. Day-Ahead and Intraday Storage Service**

- 6.1.4.1. Intraday Storage Service may be provided exclusively as Interruptible Storage Service to the Storage Customers who are parties to Long-Term SSAs or to Short-Term SSAs.
- 6.1.4.2. The Day-Ahead Storage Service may be provided exclusively as Firm Storage Service to the Storage Customers who are parties to Long-Term SSAs, Short-Term SSAs or Day-Ahead SSAs.

#### **6.2. Injection of Gaseous Fuel**

- 6.2.1. Due to technology considerations, the smallest volume of Gas that can be injected is 307.2 MWh/h.
- 6.2.2. Due to technical capabilities, the complete filling up of GSF Kawerna takes 167 days.

#### **6.3. Withdrawal of Gaseous Fuel**

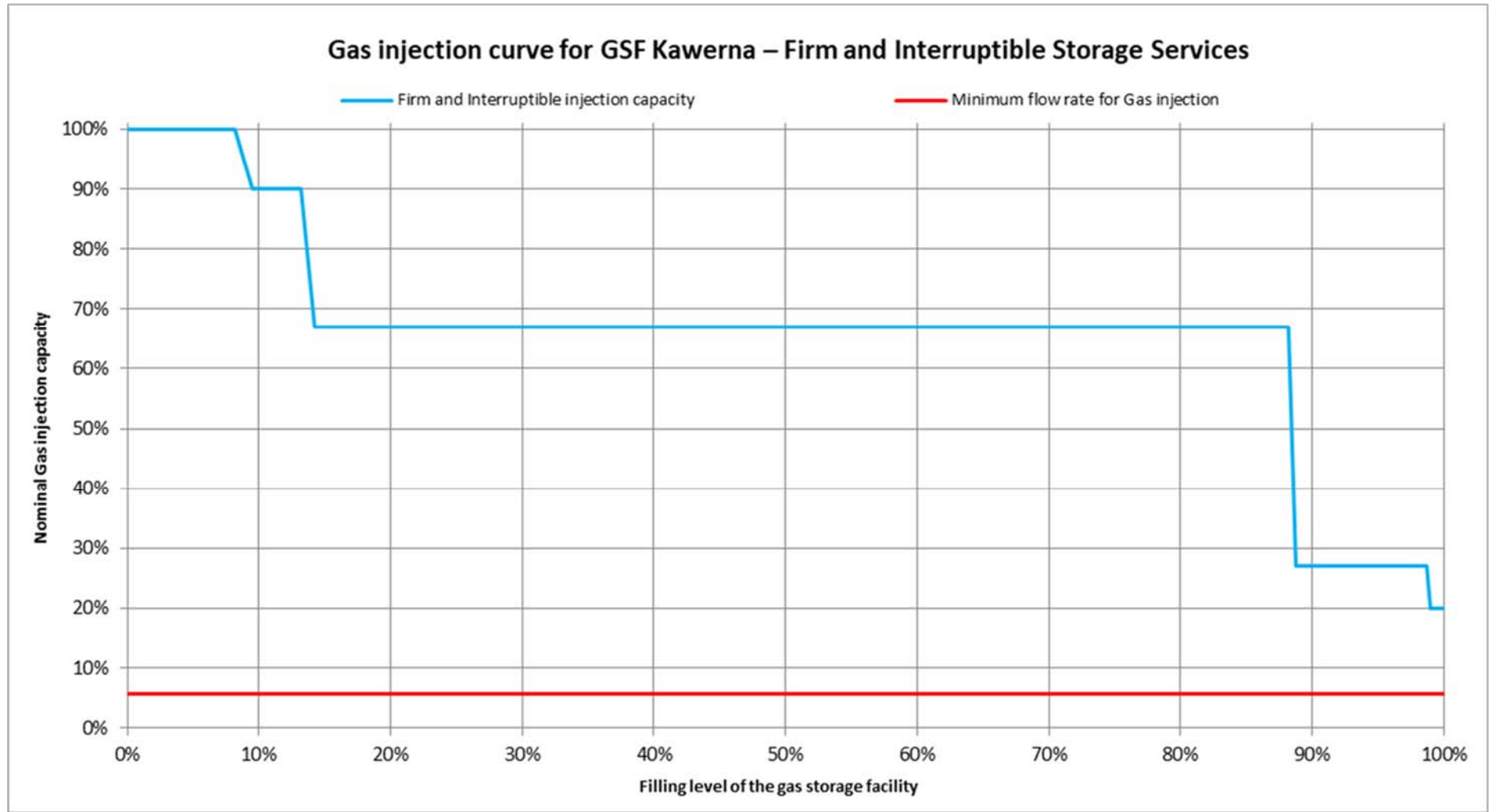
- 6.3.1. Due to technology considerations, the minimum volume of Gaseous Fuel that can be withdrawn is 438.9 MWh/h.
- 6.3.2. The time required for GSF Kawerna to be completely emptied is 48 days.

#### **6.4. Specific principles of providing Storage Services in GSF Kawerna**

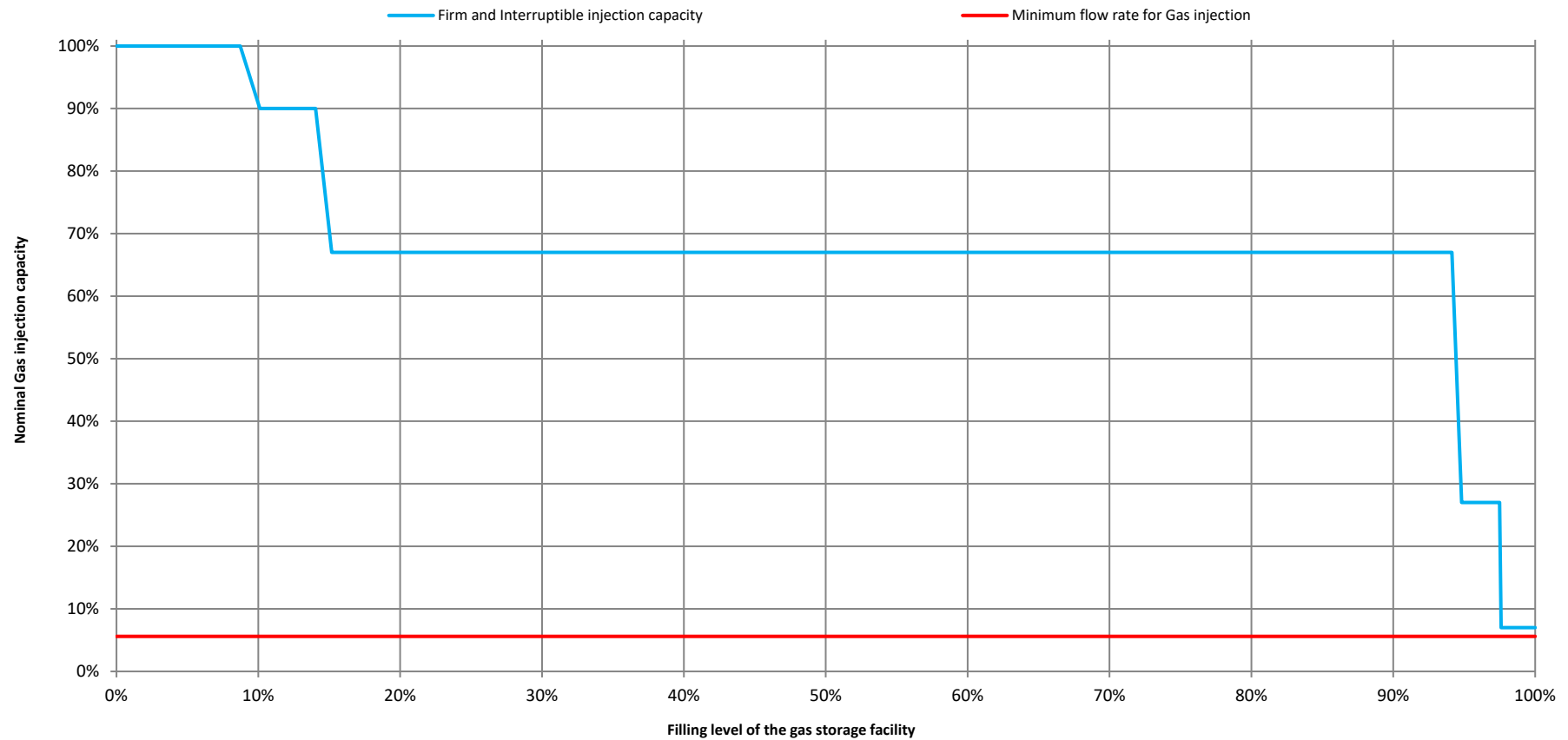
- 6.4.1. In case when shrinking of the Working Volume occurs due to cavern convergence, the Working Volume made available to the Storage Customer shall be reduced pro rata based on the share of the Working Volume in the entire volume of GSF Kawerna. Firm Short-Term Storage Service shall be subject to reduction first, followed by Firm Long-Term Storage Services to the extent that the reduction of Interruptible Short-Term Storage Services is not possible without affecting the possibility of creating the mandatory stocks of natural gas on the basis of Firm Storage Services.
- 6.4.2. In case when the Working Volume of GSF Kawerna is increased while the Injection Capacity and Withdrawal Capacity remain unchanged, the incremental Working Volume may be offered to current Storage Customers that acquired storage capacity in GSF Kawerna until the Rules and the Tariff are amended accordingly.

## 6.5. Withdrawal and injection curves

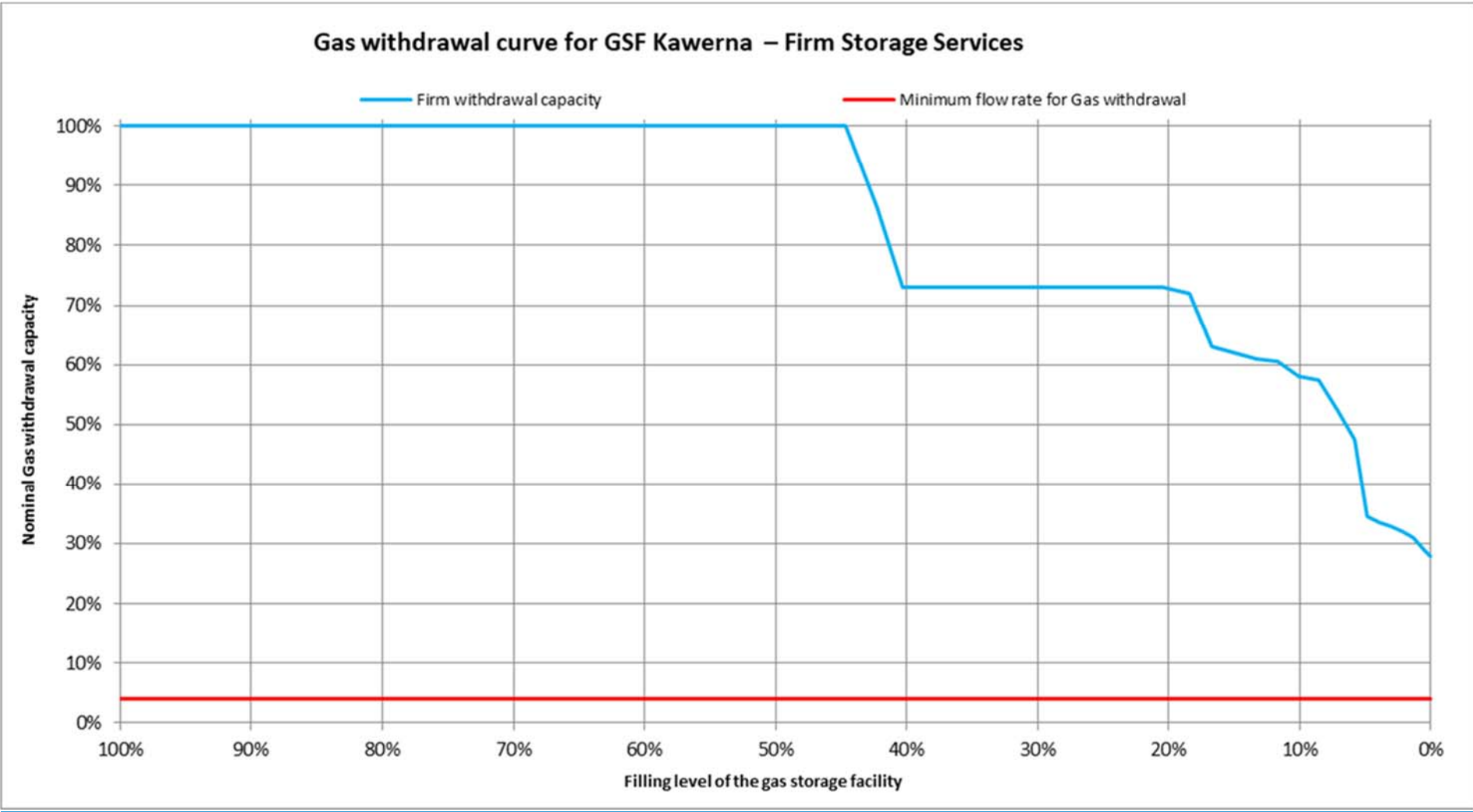
### 6.5.1. Gas injection curve for Firm and Interruptible Storage Services



Gas injection curve for GSF Kawerna – Firm and Interruptible Storage Services

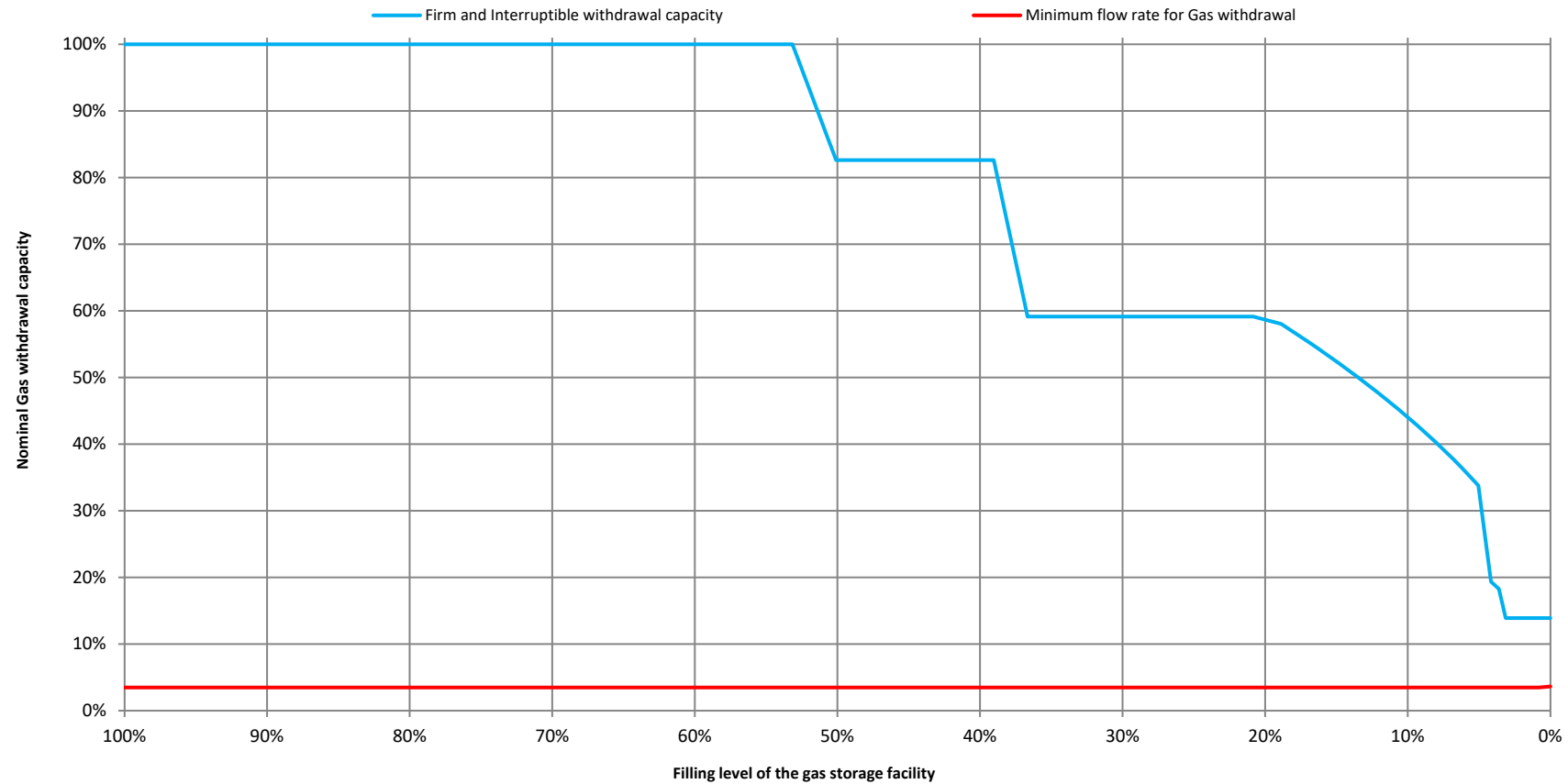


6.5.2. Gas withdrawal curve for Firm and Interruptible Storage Services

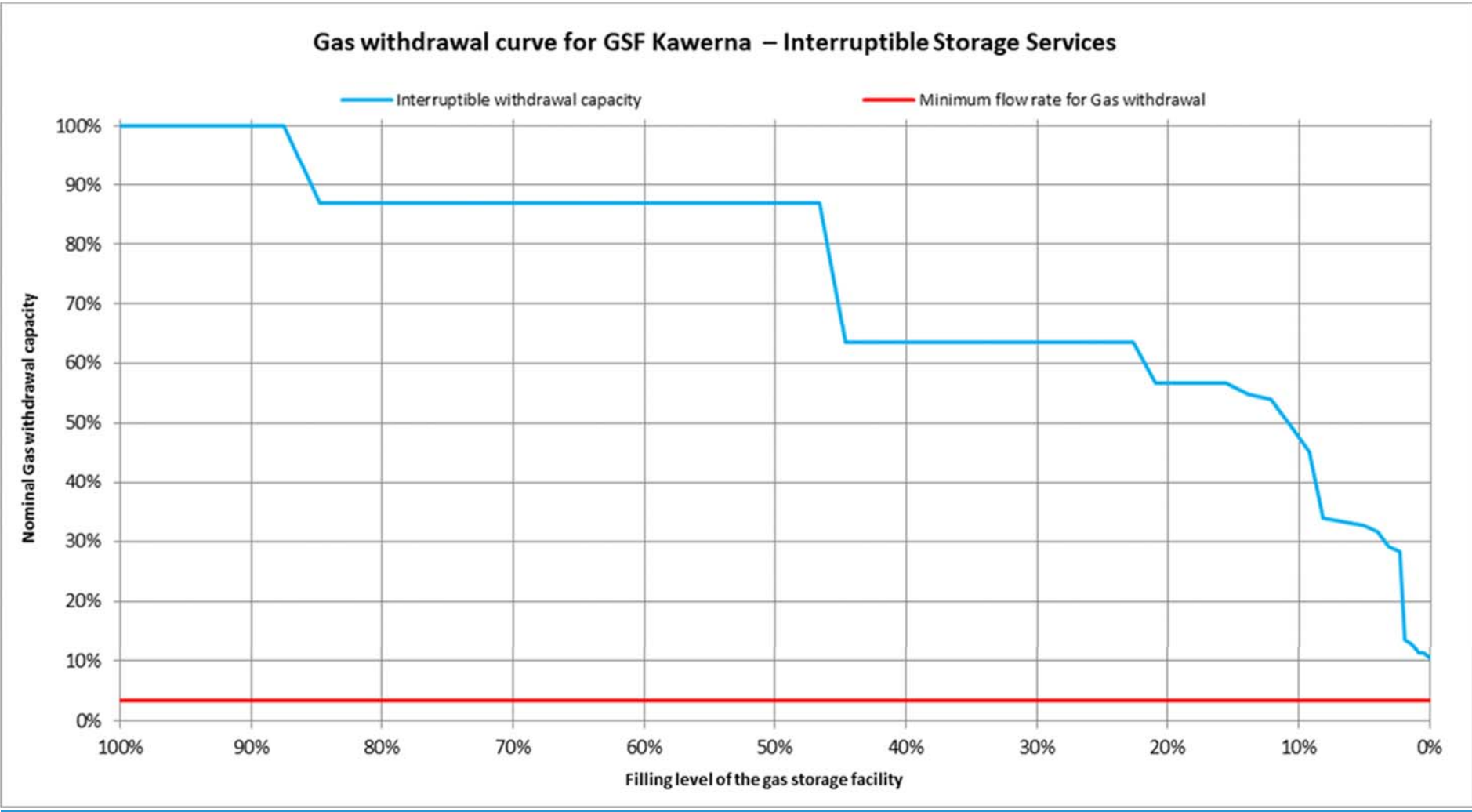




**Gas withdrawal curve for GSF Kawerna – Firm and Interruptible Storage Services**



6.5.3. Gas withdrawal curve for Interruptible Storage Services



## Section 7 Storage Services at GSF Sanok

### 7.1. Technical Specification of GSF Sanok

GSF Sanok constitutes a Group of Storage Facilities comprising Storage Facilities UGS Brzeźnica, UGS Husów, UGS Strachocina and UGS Swarzów.

- 7.1.1. The ID numbers of the exit points from the Transmission System and the entry points to the system for GSF Sanok shall be as follows:

Exit point

Point name	Point ID
GIM Sanok zatłaczanie (injection)	108002

Entry point

Point name	Point ID
GIM Sanok pobór (withdrawal)	178002

- 7.1.2. The lead time required to proceed with the execution of Nominations or Renominations counted from the moment when the processing of the Nomination or Renomination begins shall be:

- 7.1.2.1. 26 hours after a downtime period longer than 14 days or after the Autumn or Spring Maintenance Downtime Period;
- 7.1.2.2. 10 hours after a downtime period longer than 72 hours;
- 7.1.2.3. 5 hours in other cases.

### 7.1.3. Long-Term or Short-Term Storage Service

- 7.1.3.1. Firm Long-Term or Short-Term Storage Service in the form of a Bundled Unit shall consist of:

- 7.1.3.1.1. Working Volume of 200 MWh,
- 7.1.3.1.2. Injection Capacity of 0.087 MWh/h,
- 7.1.3.1.3. Withdrawal Capacity of 0.248 MWh/h.

- 7.1.3.2. Firm Long-Term or Short-Term Storage Service in the form of a Flexible Bundled Unit shall consist of the following components ordered jointly:

- 7.1.3.2.1. Working Volume of 200 MWh,
- 7.1.3.2.2. Injection Capacity - from 0.062 MWh/h to 0.087MWh/h,
- 7.1.3.2.3. Withdrawal Capacity - from 0.091 MWh/h to 0.248 MWh/h.

7.1.3.3. Unbundled Firm Long-Term Storage Service, provided exclusively on the basis of a SSA executed for the term of one Storage Year, or Unbundled Firm Short-Term Storage Service provided on the basis of a SSA executed for the term of 1 to 11 consecutive Gas Months (Monthly Storage Service), comprises the following components offered separately:

7.1.3.3.1. Working Volume of 200 MWh or its multiple,

7.1.3.3.2. Injection Capacity,

7.1.3.3.3. Withdrawal Capacity.

7.1.3.4. Interruptible Long-Term or Short-Term Storage Service in the form of a Bundled Unit shall consist of:

7.1.3.4.1. Working Volume of 200 MWh,

7.1.3.4.2. Injection Capacity of 0.080 MWh/h,

7.1.3.4.3. Withdrawal Capacity of 0.117 MWh/h.

7.1.3.5. Interruptible Long-Term or Short-Term Storage Service in the form of a Flexible Bundled Unit shall consist of the following ordered jointly:

7.1.3.5.1. Working Volume of 200 MWh,

7.1.3.5.2. Injection Capacity - from 0.062 MWh/h to 0.080 MWh/h,

7.1.3.5.3. Withdrawal Capacity - from 0.091 MWh/h to 0.117 MWh/h.

7.1.3.6. Unbundled Interruptible Long-Term Storage Service, provided exclusively on the basis of a SSA executed for the term of one Storage Year, or Unbundled Interruptible Short-Term Storage Service provided on the basis of a SSA executed for the term of 1 to 11 consecutive Gas Months (Monthly Storage Service), comprises the following components offered separately:

7.1.3.6.1. Working Volume of 200 MWh or its multiple,

7.1.3.6.2. Injection Capacity,

7.1.3.6.3. Withdrawal Capacity.

#### 7.1.4. **Reverse Storage Service**

7.1.4.1. Reverse Storage Service in the form of a Bundled Unit shall consist of:

7.1.4.1.1. Working Volume 200 MWh,

7.1.4.1.2. Injection Capacity of 0.120 MWh/h,

7.1.4.1.3. Withdrawal Capacity of 0.120 MWh/h

- 7.1.4.2. Reverse Storage Service in the form of a Flexible Bundled Unit shall consist of:
  - 7.1.4.2.1. Working Volume 200 MWh,
  - 7.1.4.2.2. Injection Capacity ranging from 0.060 MWh/h to 0.120 MWh/h,
  - 7.1.4.2.3. Withdrawal Capacity ranging from 0.060 MWh/h to 0.120 MWh/h.

#### **7.1.5. Intraday Storage Service**

Intraday Storage Service may be provided exclusively as Interruptible Storage Service to Storage Customers who are a party to Long-Term SSAs or to Short-Term SSAs.

### **7.2. Injection of Gaseous Fuel**

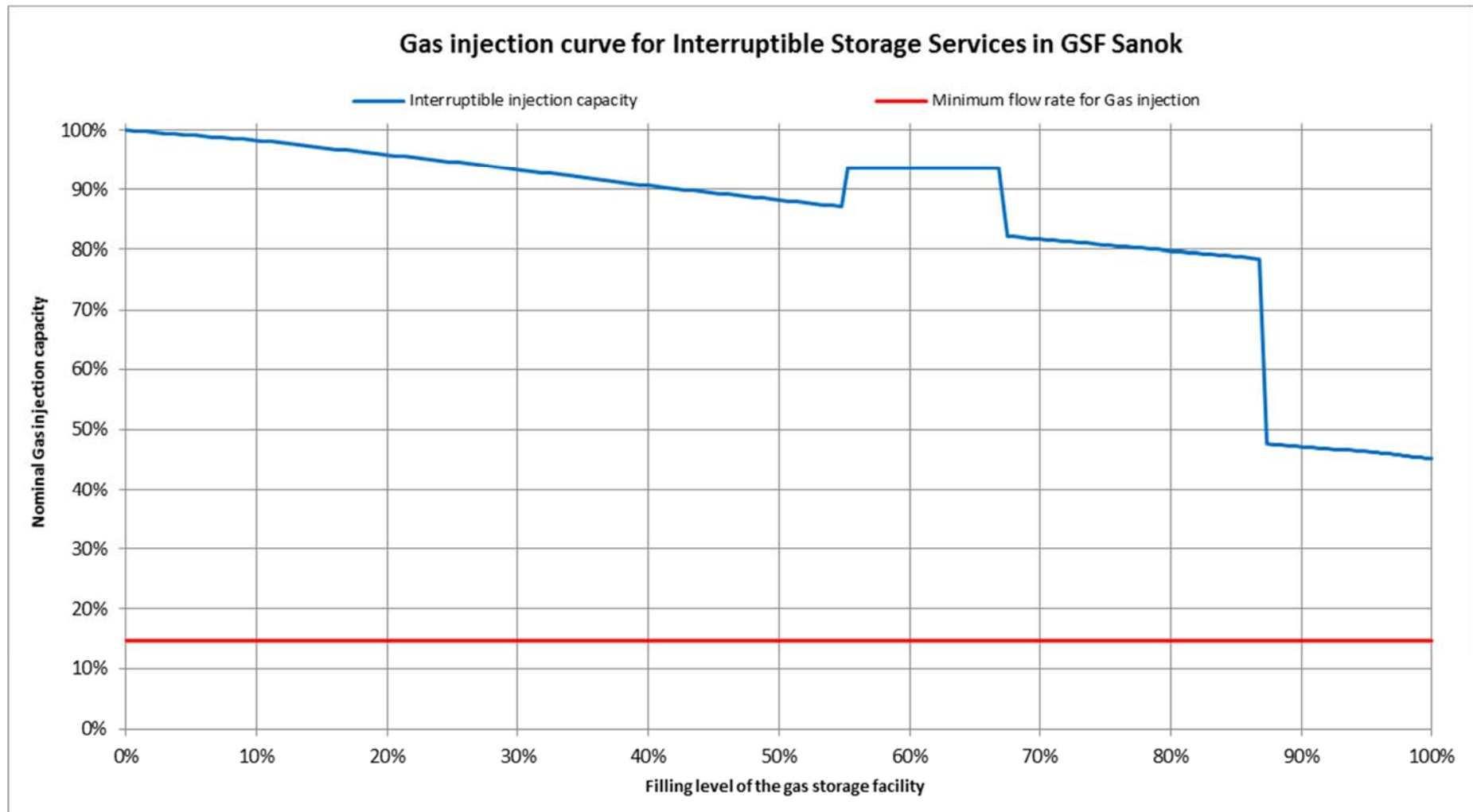
- 7.2.1. Due to technology considerations, the smallest volume of Gas that can be injected is 526.7 MWh/h.
- 7.2.2. Due to the technical capabilities, the complete filling up of the GSF Sanok takes 150 days.
- 7.2.3. The SSO reserves the right to reduce the Gaseous Fuel injection rate by 112.5 MWh/h in case of reduced availability of Gaseous Fuel transportation capabilities in the Transmission System, and in such case this shall be promptly notified to Storage Customers in the forecast referred to in clause 2.12.1.8.

### **7.3. Withdrawal of Gaseous Fuel**

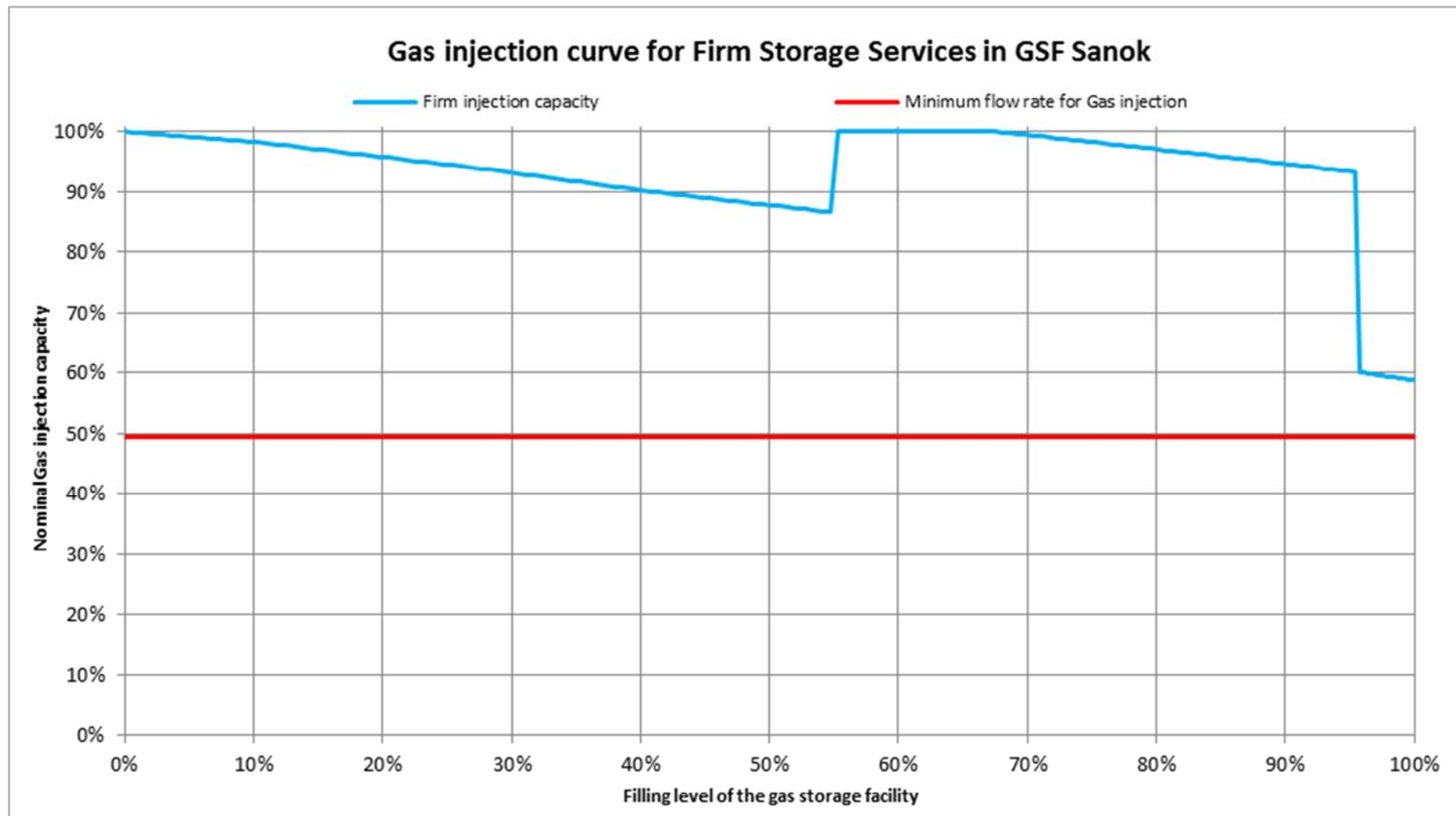
- 7.3.1. Due to technology considerations, the minimum volume of Gaseous Fuel that can be withdrawn is 109.7 MWh/h.
- 7.3.2. The process of complete emptying of GSF Sanok takes 140 days.
- 7.3.3. The SSO reserves the right to reduce the Gaseous Fuel withdrawal rate to 225.6 MWh/h in case of reduced availability of Gaseous Fuel transportation capabilities in the Transmission System, and in such case this shall be promptly notified to Storage Customers in the forecast referred to in clause 2.12.1.8.

## 7.4. Withdrawal and injection curves

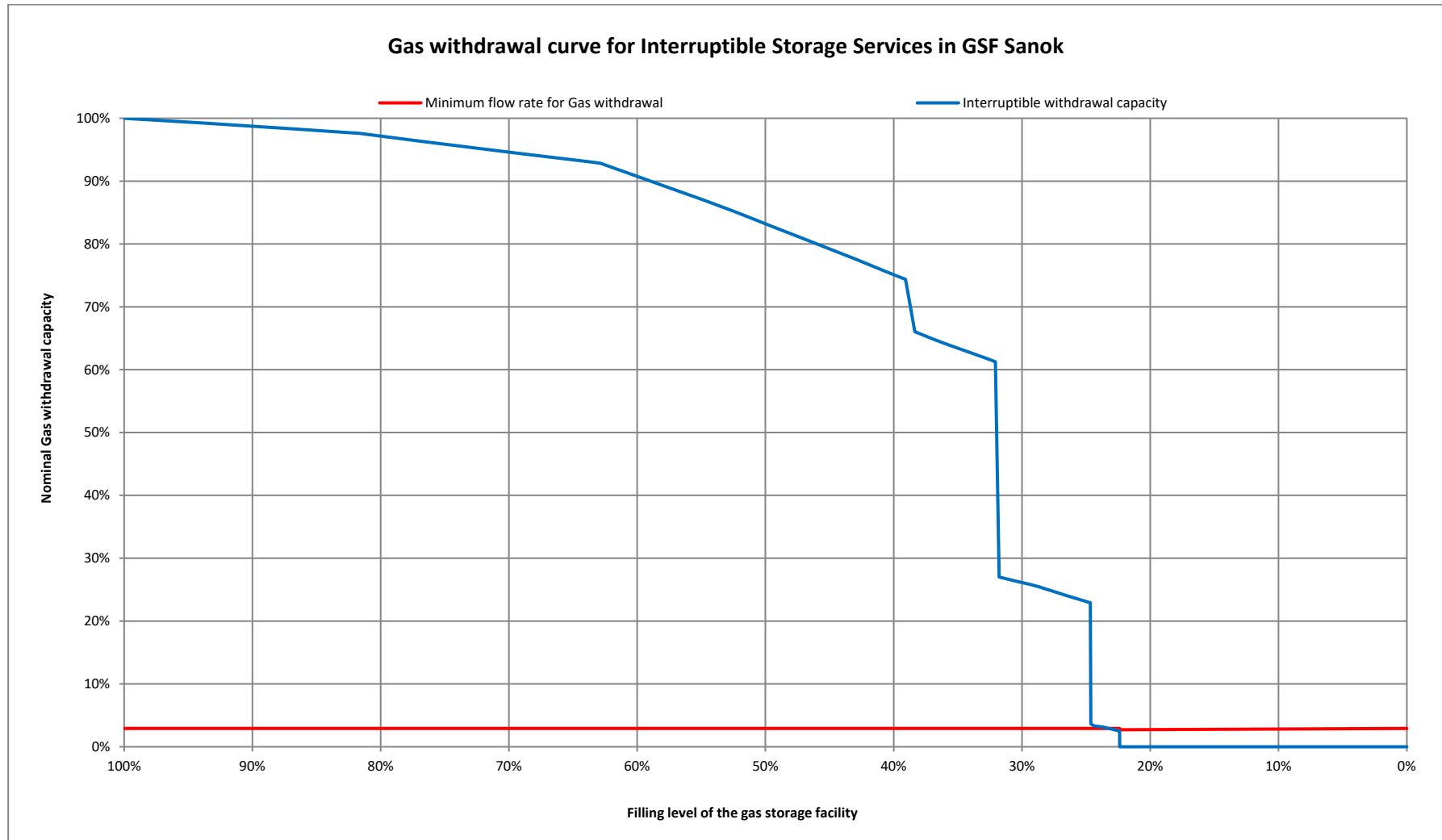
### 7.4.1. Gas injection curve for Interruptible Storage Services



#### 7.4.2. Gas injection curve for Firm Storage Services

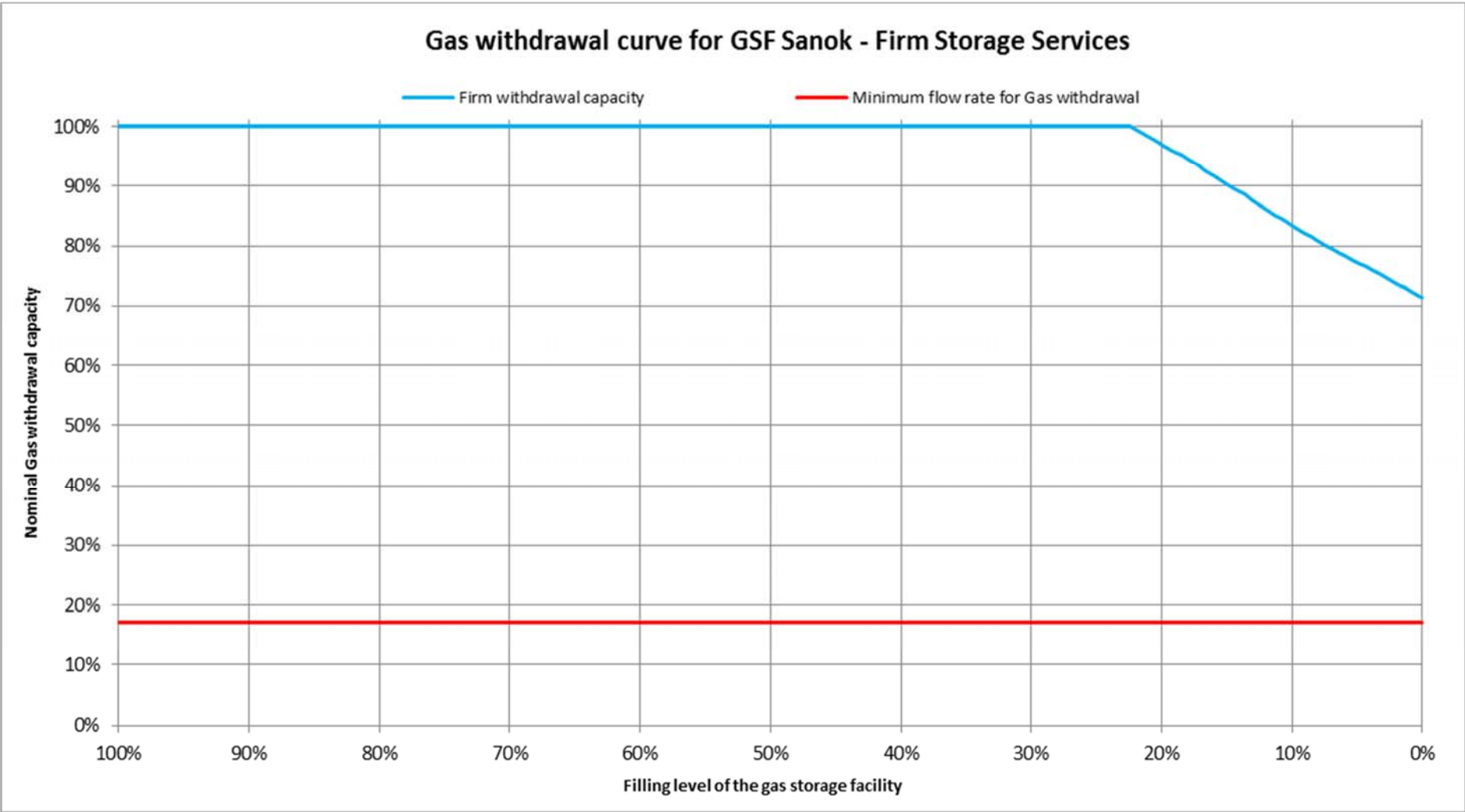


### 7.4.3. Gas withdrawal curve for Interruptible Storage Services





7.4.4. Gas withdrawal curve for Firm Storage Services



## **Section 8      Storage Services at Storage Facility UGS Wierzchowice**

### **8.1.      Technical Specification of Storage Facility UGS Wierzchowice**

8.1.1. The ID numbers of exit points from the Transmission System and virtual entry points to the system for Storage Facility of UGS Wierzchowice shall be as follows:

Exit point

Point name	Point ID
IM Wierzchowice zatłaczanie (injection)	108003

Entry point

Point name	Point ID
IM Wierzchowice pobór (withdrawal)	178003

8.1.2. The lead time required to proceed with the execution of Nominations or Renominations counted from the moment when the processing of the Nomination or Renomination begins shall be:

- 8.1.2.1. 14 hours after a downtime period longer than 14 days or after the Autumn or Spring Maintenance Downtime Period;
- 8.1.2.2. 10 hours after a downtime period longer than 72 hours;
- 8.1.2.3. 6 hours in other cases.

#### **8.1.3. Long-Term or Short-Term Storage Service**

8.1.3.1. Firm Long-Term or Short-Term Storage Service in the form of a Bundled Unit shall consist of:

- 8.1.3.1.1. Working Volume of 200 MWh,
- 8.1.3.1.2. Injection Capacity of 0.083 MWh/h,
- 8.1.3.1.3. Withdrawal Capacity of 0.264 MWh/h.

8.1.3.2. Firm Long-Term or Short-Term Storage Service in the form of a Flexible Bundled Unit shall consist of the following components ordered jointly:

- 8.1.3.2.1. Working Volume of 200 MWh,
- 8.1.3.2.2. Injection Capacity - from 0.061 MWh/h to 0.083 MWh/h

- 8.1.3.2.3. Withdrawal Capacity - from 0.092 MWh/h to 0.264 MWh/h
  
- 8.1.3.3. Unbundled Firm Long-Term Storage Service, provided exclusively on the basis of a SSA executed for the term of one Storage Year, or Unbundled Firm Short-Term Storage Service provided on the basis of a SSA executed for the term of 1 to 11 consecutive Gas Months (Monthly Storage Service), comprises the following components offered separately:
  - 8.1.3.3.1. Working Volume of 200 MWh or its multiple,
  - 8.1.3.3.2. Injection Capacity,
  - 8.1.3.3.3. Withdrawal Capacity.
  
- 8.1.3.4. Interruptible Long-Term or Short-Term Storage Service in the form of a Bundled Unit shall consist of:
  - 8.1.3.4.1. Working Volume of 200 MWh,
  - 8.1.3.4.2. Injection Capacity of 0.086 MWh/h
  - 8.1.3.4.3. Withdrawal Capacity of 0.130 MWh/h
  
- 8.1.3.5. Interruptible Long-Term or Short-Term Storage Service in the form of a Flexible Bundled Unit shall consist of the following ordered jointly:
  - 8.1.3.5.1. Working Volume of 200 MWh,
  - 8.1.3.5.2. Injection Capacity - from 0.061 MWh/h to 0.086 MWh/h
  - 8.1.3.5.3. Withdrawal Capacity - from 0.092 MWh/h to 0.130 MWh/h
  
- 8.1.3.6. Unbundled Interruptible Long-Term Storage Service, provided exclusively on the basis of a SSA executed for the term of one Storage Year, or Unbundled Interruptible Short-Term Storage Service provided on the basis of a SSA executed for the term of 1 to 11 consecutive Gas Months (Monthly Storage Service), comprises the following components offered separately:
  - 8.1.3.6.1. Working Volume of 200 MWh or its multiple,
  - 8.1.3.6.2. Injection Capacity,
  - 8.1.3.6.3. Withdrawal Capacity.
  
- 8.1.4. **Reverse Storage Service**
  - 8.1.4.1. Reverse Storage Service in the form of a Bundled Unit shall consist of:
    - 8.1.4.1.1. Working Volume 200 MWh,
    - 8.1.4.1.2. Injection Capacity of 0.120 MWh/h,

8.1.4.1.3. Withdrawal Capacity of 0.120 MWh/h

8.1.4.2. Reverse Storage Service in the form of a Flexible Bundled Unit shall consist of:

8.1.4.2.1. Working Volume 200 MWh,

8.1.4.2.2. Injection Capacity ranging from 0.060 MWh/h to 0.120 MWh/h,

8.1.4.2.3. Withdrawal Capacity ranging from 0.060 MWh/h to 0.120 MWh/h.

#### **8.1.5. Intraday Storage Service**

Intraday Storage Service may be provided exclusively as Interruptible Storage Service to Storage Customers who are a party to Long-Term SSAs or to Short-Term SSAs.

### **8.2. Injection of Gaseous Fuel**

8.2.1. Due to technology considerations, the smallest volume of Gaseous Fuel that can be injected is 1,645.8 MWh/h.

8.2.2. Due to the technical capabilities of the compressors, the complete filling up of the UGS Wierchowice Storage Facility takes 138 days.

### **8.3. Withdrawal of Gaseous Fuel**

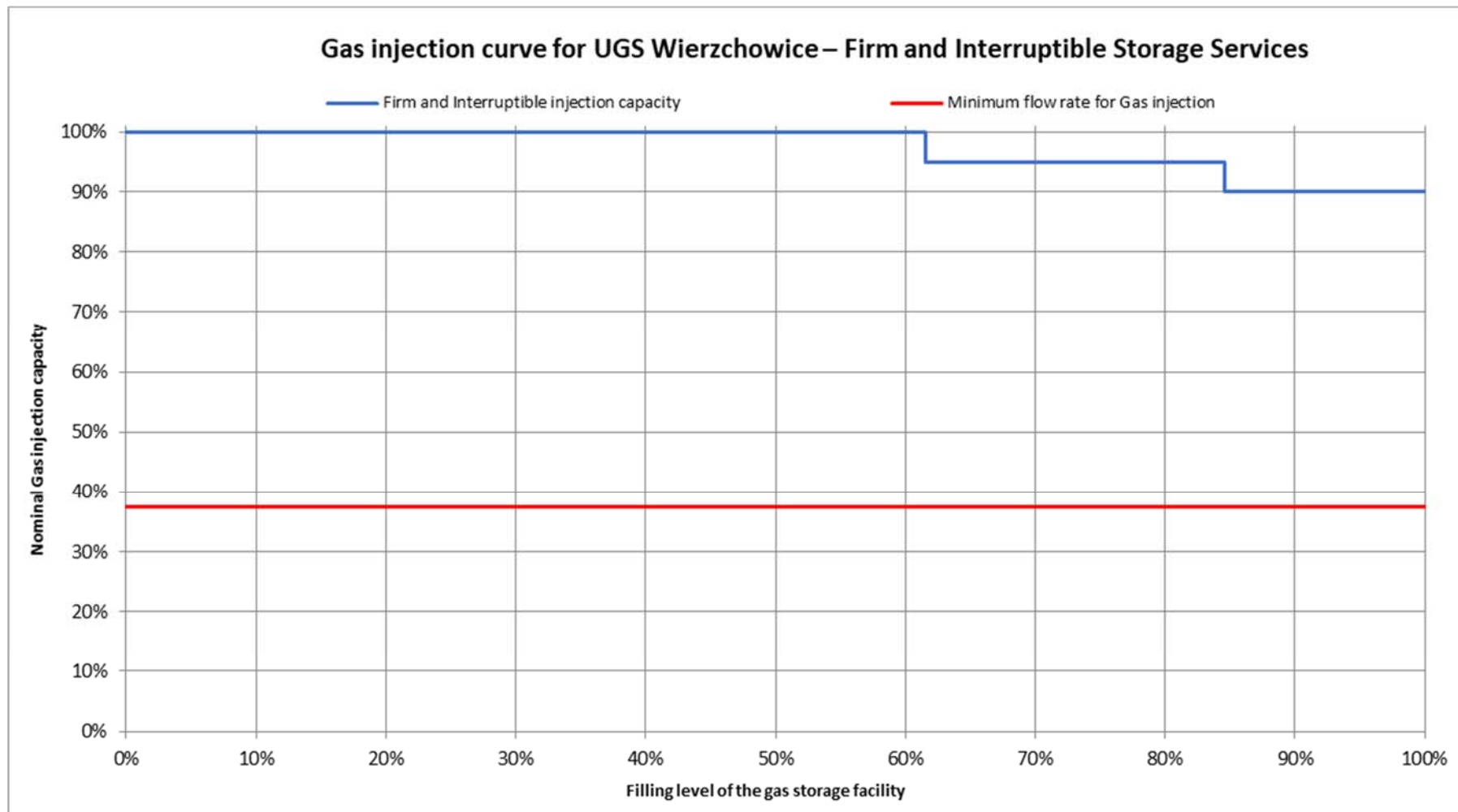
8.3.1. Due to technology considerations, the minimum volume of Gaseous Fuel that can be withdrawn is 438.9 MWh/h.

8.3.2. The process time required for the UGS Wierchowice Storage Facility to be completely emptied is 105 days.

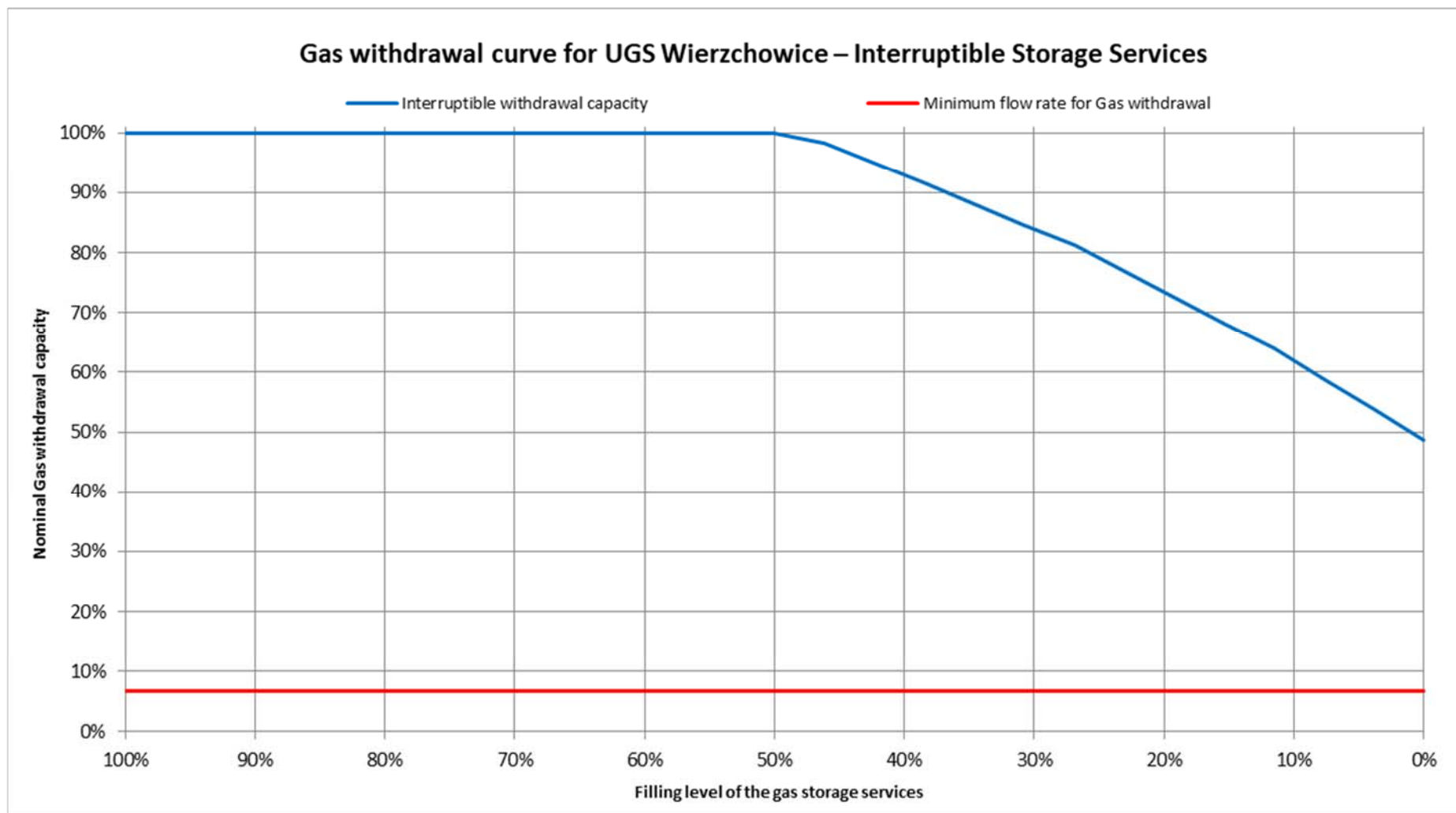
8.3.3. The SSO reserves the right to reduce the Gaseous Fuel withdrawal rate by 1100 MWh/h in case of reduced availability of Gaseous Fuel transportation capabilities in the Transmission System, and in such case this shall be promptly notified to Storage Customers in the forecast referred to in clause 2.12.1.8 of the Rules.

## 8.4. Withdrawal and injection curves

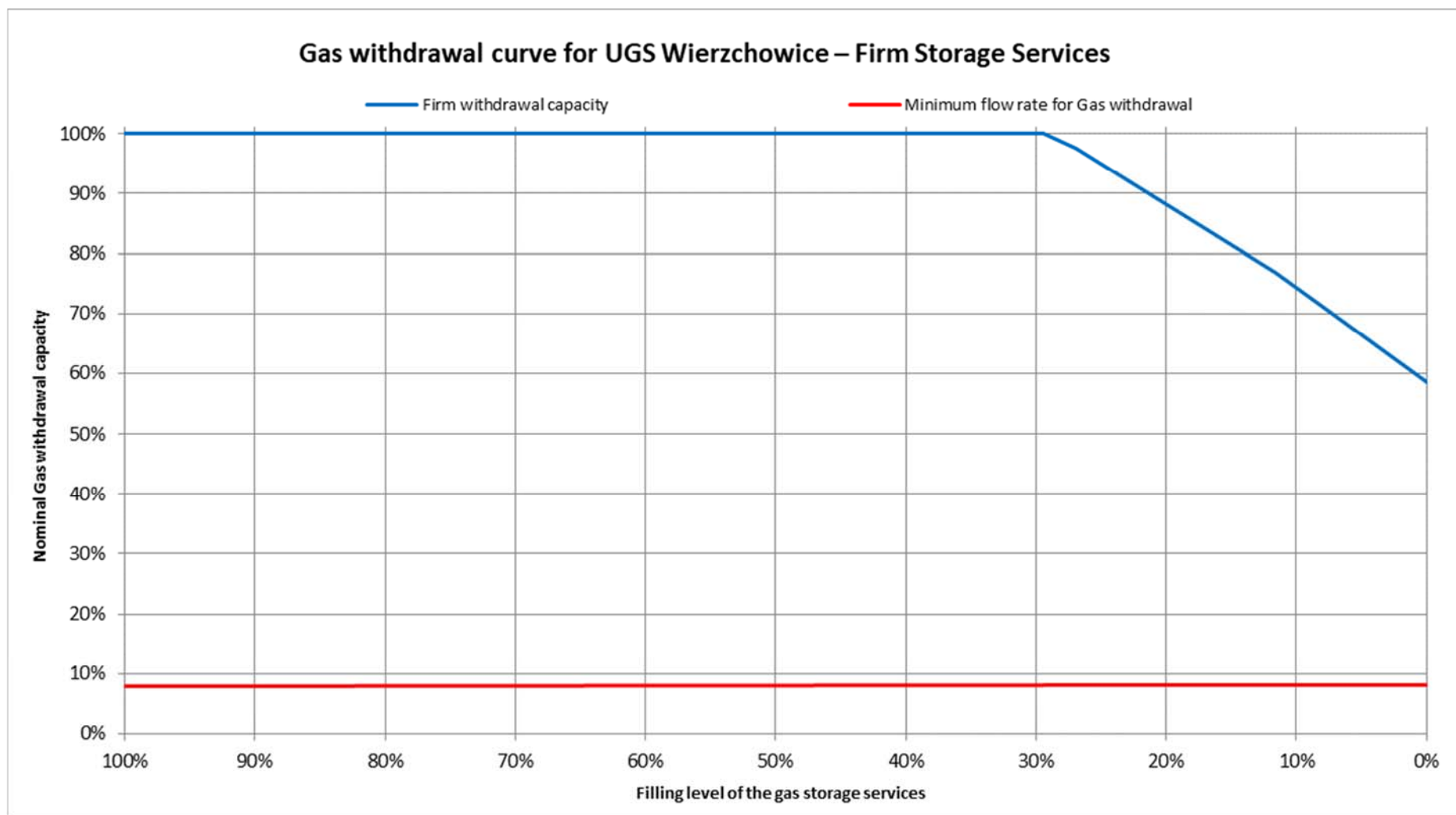
### 8.4.1 Gas injection curve for Firm and Interruptible Storage Services



#### 8.4.2. Gas withdrawal curve for Interruptible Storage Services



#### 8.4.3. Gas withdrawal curve for Firm Storage Services



### **PART III      FINAL PROVISIONS**

- 9.1. 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.
- 9.2. 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 Applicants and the SSO related to the fulfilment of the requirements for registration the Applicants 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.
- 9.3. The time frames indicated above are indicative and are subject to progress in the implementation of the System.
- 9.4. For the avoidance of doubt, it is indicated that Applications for a Short-Term SSA submitted but not considered until the date of entry into force of these Rules shall be considered outside of the SSP, according to the principles provided for in the Storage Service Rules (version 002). Applications for a Long-Term SSA submitted but not considered until the date of entry into force of these Rules shall require their re-submission in accordance with the formal and technical requirements for the conclusion of a Long-Term SSA based on an Application, as set out in these Rules.
- 9.5. If between the date of entry into force of these Rules and 6.00 a.m. on 15 April 2021, the execution of the Application Procedure requires a significant extension of deadlines or proves impossible due to a failure or other unforeseen circumstances, the SSO may decide to conduct the Application Procedure outside the System according to the principles provided for in the Storage Service Rules (version 002).



## **Appendices:**

Appendix 1 The form of a Bank Guarantee or Insurance Guarantee;

Appendix 2 The form of a Suretyship Agreement;

Appendix 3 The draw procedure;

Appendix 4 Principles applicable to trading of unused Storage Capacity;

Appendix 5 The form of the declaration of the intention to create a mandatory stock;

Appendix 6 The form of the Applicant's declaration on the legal title to Gaseous Fuel;

Appendix 7 The form of the Applicant's declaration containing the offer to sell Gaseous Fuel;

Appendix 8 The form of the declaration of the Owner of Gaseous Fuel (if other than the Applicant) on the consent to the execution of a SSA and containing the offer to sell Gaseous Fuel.

Appendix 9 a) information clause concerning personal data processing for representatives of the clients of Gas Storage Poland sp. z o.o.

b) information clause concerning personal data processing for the clients of Gas Storage Poland sp. z o.o.

APPENDIX 1  
TO STORAGE SERVICE RULES

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

place, date

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To:

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

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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

APPENDIX 2  
TO THE STORAGE SERVICE RULES

**(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:

\_\_\_\_\_

\_\_\_\_\_

## **DESCRIPTION OF THE DRAW PROCEDURE**

### **1.1. Scope of application**

This procedure shall be applicable in all cases referred in the Rules 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.

### **1.2. 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 draw<sup>1</sup> 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.

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 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 opened by the legal counsel who orders the attendance record to be prepared. The draw observers are required to demonstrate their authorisation to represent the participants of the draw. Copies of the documents evidencing such authorisation are to be enclosed to the attendance record.

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<sup>1</sup> Applicants or Storage Customers, depending on the type of draw.

- 1.4.3. Then, the legal counsel orders 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 proceeds with the draw by taking out one envelope from the box. After opening the drawn envelope, the legal counsel 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 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.

APPENDIX 4  
TO STORAGE SERVICE RULES

**TERMS OF TRADE OF UNUSED STORAGE CAPACITY**

**1. Individual trade of Storage Capacity**

1.1. The Storage Customer may transfer the rights to all or a part of the Storage Capacity it is eligible to under a SSA onto a third party, except for the Storage Capacity made available to the Storage Customer for the purpose of creating and holding mandatory stocks. The restrictions on the sharing or disposal of rights to Storage Capacity by the Storage Customer on the secondary market when such rights made available for the purpose of creating and maintaining mandatory stocks, as set out in clauses 5.6.1 and 5.6.2. of the Rules shall not apply to the sharing or transfer of Storage Capacity under the relationship between the entity contracting the Ticket Service and RARS, to the extent that the sharing or transfer of such Storage Capacity is necessary for the performance of the agreement for the provision of the Ticketing Service concluded pursuant to Article 70c of the Stockpiling Act, including the adjustment of the scope of the Ticket Service according to the content of the decision of the President of the ERO on the determination or validation of the volume of mandatory stocks issued for the entity contracting the Ticket Service from RARS. The trade shall be limited to Storage Capacity in the same form in which it was acquired by the Storage Customer on the Primary Market:

**Example:** When the Storage Customer is eligible to a specified number of Bundled Units, the Storage Capacity the Storage Customer is eligible to may be transferred onto a third party exclusively in the form of a Bundled Unit with parameters specified in accordance with the SSA and the Rules. The Bundled Unit must not be divided and its parameters must not be modified. The Storage Customer may, however, dispose of a part of the Bundled Units it is eligible to.

1.2. In case when rights to all the Storage Capacity are transferred, the transferor shall lose the status of a Storage Customer at the moment of the fulfilment of conditions referred to in clause 1.5 below.

1.3. In case when rights to a part of the Storage Capacity are transferred, the transferor shall remain a Storage Customer with respect to the rights to Storage Capacity that has not been transferred onto a third party, whereas the



transferee shall acquire the status of a Storage Customer at the moment of the fulfilment of the conditions referred to in clause 1.5 below.

- 1.4. In case when any Gaseous Fuel belonging to the Storage Customer is held in the Storage Facility or in the Group of Storage Facilities, the disposal of the rights to the Working Volume made available under the allocated Storage Capacity shall take place taking into account the filling level of such volume.
- 1.5. In case when the Storage Customer transfers the rights to Storage Capacity onto a third party, the transferee in respect of such rights shall acquire the status of a Storage Customer, and the transfer shall be effective with respect to the SSO, provided that the following conditions are jointly fulfilled:
  - 1.5.1. the Storage Customer presents the SSO with a declaration signed by the Storage Customer and the transferee confirming the transfer of the rights to the Storage Capacity and specifying the SSA under which such transfer is being made, the respective Storage Facility or Group of Storage Facilities and the scope of the rights to Storage Capacity being transferred;
  - 1.5.2. the transferee with respect to the Storage Capacity fulfils the requirements applicable to the execution of a SSA, including a Framework SSA, as set out in clause 3.2. and 3.3 of the Rules and applied accordingly, and executes a SSA with the SSO with respect to the Storage Capacity acquired from the Storage Customer;
  - 1.5.3. the transferee presents a declaration of the acceptance of the obligations arising under the SSA.
- 1.6. The Storage Customer who is the transferor of the rights shall be liable to the SSO with respect to all the obligations related to the transferred rights to Storage Capacity arising until the moment when the conditions referred to in clause 1.5 are fulfilled.

## **2. Trade of Storage Services through the OIP**

- 2.1. The SSO shall provide the Storage Customer with an opportunity to announce the possibility to acquire Storage Capacity on the secondary market through the OIP.
- 2.2. The execution of any transaction to sell/buy Storage Capacity shall require that its detailed terms be agreed between the interested parties. The SSO shall not represent any of the parties in any potential transaction.

APPENDIX 5  
TO STORAGE SERVICE RULES

**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>
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APPENDIX 6  
TO STORAGE SERVICE RULES

**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)

\* delete if not applicable

APPENDIX 7  
TO STORAGE SERVICE RULES

**STANDARD FORM**

**DECLARATION CONTAINING THE OFFER TO SELL GAS  
TOGETHER WITH AUTHORISATION FOR SSO TO HOLD  
THE SALE PROCEDURE <sup>1</sup>**

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\*<sup>2</sup> 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 Service Rules (the "Rules");
- to other entities that meet the formal and legal requirements specified in the Rules;

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

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<sup>1</sup> Capitalised terms shall be understood in accordance with the definitions contained in the current Storage Service Rules, as published on the website of Gas Storage Poland sp. z o.o

<sup>2</sup> \*delete if not applicable

the Rules, 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 Rules.

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 Rules;
- 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)

APPENDIX 8  
TO STORAGE SERVICE RULES

**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) <sup>1</sup>**

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

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<sup>1</sup> Capitalised terms shall be understood in accordance with the definitions contained in the current Storage  
Service Rules, as published on the website of Gas Storage Poland sp. z o.o.

\* delete if not applicable

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 Service Rules (the "Rules");
- to other entities that meet the formal and legal requirements specified in the Rules;

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 Rules, 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 Rules.

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 Rules;

- 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)



## APPENDIX 9A

### TO THE STORAGE SERVICE RULES

#### **INFORMATION CLAUSE CONCERNING PERSONAL DATA PROCESSING FOR REPRESENTATIVES OF THE CLIENTS 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. [gsp@gas-storage.pl](mailto:gsp@gas-storage.pl) or in writing to Gas Storage Poland Sp. z o.o., 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](mailto:iodo@gas-storage.pl)
4. Your personal data has been provided by the GSP's client you represent.
5. The scope of your personal data that may be processed by GSP includes:
  - a) Name and surname;
  - b) PESEL or passport number;
  - c) Email address;
  - d) Phone.
6. Your personal data will be processed:
  - a) for the purposes of performance of an agreement between GSP and the entity you represent, 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 contractor and its representative.
  - 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 the Agreement.
7. Your personal data will be processed for the period necessary 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 regulations.
9. 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.
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.

## APPENDIX 9B

### TO THE STORAGE SERVICE RULES

#### **INFORMATION CLAUSE CONCERNING PERSONAL DATA PROCESSING FOR THE CLIENTS 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. [gsp@gas-storage.pl](mailto: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](mailto: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:
  - d) third party law firms;

- e) providers of support services in respect of the GSP's IT system;
  - f) providers of accounting services;
  - g) 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.
  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 disclosure of personal data by you is voluntary yet required by GSP for the signature and performance of a Storage Services Agreement. A failure to provide the data will preclude the signing and performance of this Agreement.
  10. No automated decisions, including those based on profiling, shall be taken based on the data provided by you.