

AMENDMENT NO. 1
of February 23, 2022

TO THE STORAGE SERVICE RULES
of 10 December 2020 (version 003)

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

§ 1

In view of the need to urgently amend the provisions of the current Storage Services Regulations dated 10 December 2020 (version 003) so as to incorporate changes resulting from the Act of 16 February 2007 on stocks of crude oil, petroleum products and natural gas, the principles of proceeding in circumstances of a threat to the fuel security of the State and disruption on the petroleum market (Journal of Laws of 2021, item 2249, consolidated text as amended the "Stockpiling Act"), introduced by the Act of 26 January 2022 on special solutions for the protection of consumers of gaseous fuels in connection with the situation on the gas market (Journal of Laws of 2022, item 202), the following amendments are made to the Rules pursuant to clause 1.7.7.:

Item	Clause of the Rules to be amended	Amendments to the Rules
1.	1.1. The definition of "RARS" has been added	RARS Governmental Agency for Strategic Reserves (<i>Rządowa Agencja Rezerw Strategicznych</i>), whose tasks and organisation are defined by the Act on Strategic Reserves
2.	1.1. Definition of "Ticket Service"	Ticket Service a service which consists in the performance of tasks concerning the 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, or by RARS, for the benefit of another energy company engaged in business activity concerning foreign trade in natural gas and importing natural gas, provided pursuant to the Stockpiling Act
3.	1.1. A definition of "the Act on Strategic Reserves" has been introduced	Act on Strategic Reserves The Act of 17 December 2020 on strategic reserves (Journal of Laws of 2021, item 255, as amended).
4.	1.1. Definition of the "Stockpiling Act" Moved in accordance with alphabetical order [applies to Polish language version]	Stockpiling Act 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 2021, item 2249, as amended);
5.	The heading and number of section 2.8.1 has been introduced in clause 2.8. Renumbering of clauses	<p>2.8. Delivery of the Ticket Service</p> <p>2.8.1. Delivery of the Ticket Service by a Storage Customer pursuant to Article 24b of the Stockpiling Act</p> <p>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.</p> <p>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</p>

		<p>level of stocks of each entity using the Ticket Service immediately upon its receipt.</p> <p>2.8.1.3. 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 a 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
6.	Section 2.8.2 has been added	<p>2.8.2. Performance of the Ticket Service by RARS pursuant to Article 70c of the Stockpiling Act</p> <p>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:</p> <p>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;</p> <p>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:</p> <p>2.8.2.1.2.1. the parties to the agreement and the scope of the Ticket Service;</p> <p>2.8.2.1.2.2. the quantity and location of mandatory stocks of natural gas covered by the scope of the Ticket Service;</p> <p>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;</p> <p>2.8.2.1.2.4. the term of the agreement for the provision of the Ticket Service;</p> <p>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</p>

		<p>the Storage Facility or Group of Storage Facilities is to be secured in the situations described above;</p> <p>2.8.2.1.2.6. the method adopted for the performance of the obligation laid down in clause 1.10.2 (REMIT reporting).</p> <p>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 <i>mutatis mutandis</i>, 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);</p> <p>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:</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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.</p> <p>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</p>
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		<p>obligations relating to the rights to Storage Capacity transferred to RARS, arising up to the time of their acquisition by RARS.</p> <p>2.8.2.1.7. To the extent not regulated in clause 2.8.2, the provisions of clause 2.8.1 shall apply <i>mutatis mutandis</i> to the Ticket Service provided by RARS, with the exception of clause 2.8.1.3.</p> <p>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.</p>
7.	Section 1.1. of Appendix 4 “The terms of trade of unused Storage Capacity” has been amended	<p>ATTACHMENT 4</p> <p>TO THE STORAGE SERVICE RULES</p> <p>TERMS OF TRADE OF UNUSED STORAGE CAPACITY</p> <p>1. Individual trade of Storage Capacity</p> <p>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:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

		<p>rights to the Working Volume made available under the allocated Storage Capacity shall take place taking into account the filling level of such volume.</p> <p>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:</p> <p>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 with 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;</p> <p>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;</p> <p>1.5.3. the transferee presents a declaration of the acceptance of the obligations arising under the SSA.</p> <p>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.</p> <p>2. Trade of Storage Capacity through the OIP</p> <p>2.1. The SSO shall provide the Storage Customer with the possibility of announcing the possibility to acquire Storage Capacity on the secondary market through the OIP.</p> <p>2.2. The conclusion of a potential transaction for the disposal/acquisition of Storage Capacity shall require that the detailed terms and conditions thereof are agreed directly between the parties concerned. The SSO shall not represent either of the parties to a potential transaction.</p>
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§ 2

Any terms used in this document, which are not defined herein shall have the meanings assigned to them in the Rules.

§ 3

The changes to the Rules referred to in §1 are effective as of February 23, 2022.