

AMENDMENT No. 5 of 19.06.2023

**to the STORAGE SERVICE RULES of 1.04.2022 (version 004)
with Amendment No. 1 of 20.05.2022, Amendment No. 2 of 9.08.2022,
Amendment No. 3 of 13.09.2022 and with Amendment No. 4 of 9.11.2022**

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

§ 1

The present Amendment No. 5 to the Storage Service Rules of April 1, 2022 (version 004) incorporating Amendment No. 1 of May 20, 2022, Amendment No. 2 of August 9, 2022, Amendment No. 3 of September 13, 2022 and Amendment No. 4 of November 9, 2022 (hereinafter: the "Rules") is intended to adjust the provisions of Section 6, 7 and 8 of Part II of the Rules entitled "PART II Parameters of Storage Services available in individual SFs and GSFs" to Tariff No. 1/2023 and to the current technical parameters and withdrawal and injection curves of Storage Facilities, as well as updating Appendix No. 9A and Appendix No. 9B to the Rules.

The changes are made as follows:

1. Adaptation of technical parameters of Storage Capacity to Tariff No. 1/2023 in:

1.1. GSF Sanok:

1.1.1. in clause 7.1.3.1. of the Rules - for Firm Long-Term or Short-Term Storage Service in the form of a Bundled Unit:

- Withdrawal Capacity changes from 0.197 MWh/h to 0.207 MWh/h.

1.1.2. in clause 7.1.3.2. of the Rules - for Firm Long-Term or Short-Term Storage Service in the form of a Flexible Bundled Unit:

- minimum Injection Capacity changes from 0.062 MWh/h to 0.065 MWh/h,
- minimum Withdrawal Capacity changes from 0.091 MWh/h to 0.083 MWh/h,
- maximum Withdrawal Capacity changes from 0.197 MWh/h to 0.207 MWh/h.

1.1.3. in clause 7.1.3.4. of the Rules - for Interruptible Long-Term or Short-Term Storage Service in the form of a Bundled Unit:

- Injection Capacity changes from 0.080 MWh/h to 0.088 MWh/h,
- Withdrawal Capacity changes from 0.117 MWh/h to 0.112 MWh/h.

1.1.4. in clause 7.1.3.5. of the Rules - for Interruptible Long-Term or Short-Term Storage Service in the form of a Flexible Bundled Unit:

- minimum Injection Capacity changes from 0.062 MWh/h to 0.065 MWh/h,
- maximum Injection Capacity changes from 0.080 MWh/h to 0.088 MWh/h,
- minimum Withdrawal Capacity changes from 0.091 MWh/h to 0.083 MWh/h,
- maximum Withdrawal Capacity changes from 0.117 MWh/h to 0.112 MWh/h.

1.2. Storage Facility UGS Wierchowice:

1.2.1. in clause 8.1.3.4. of the Rules - for Interruptible Long-Term or Short-Term Storage Service in the form of a Bundled Unit:

- Injection Capacity changes from 0.086 MWh/h to 0.101 MWh/h,
- Withdrawal Capacity changes from 0.130 MWh/h to 0.151 MWh/h.

1.2.2. in clause 8.1.3.5. of the Rules - for Interruptible Long-Term or Short-Term Storage Service in the form of a Flexible Bundled Unit:

- maximum Injection Capacity changes from 0.086 MWh/h to 0.101 MWh/h,
- maximum Withdrawal Capacity changes from 0.130 MWh/h to 0.151 MWh/h.

2. update of technical working conditions, withdrawal and injection curves of GSF Kawerna, GSF Sanok and Storage Facility UGS Wierchowice:

2.1. GSF Kawerna:

- in clause 6.3.2. of the Rules the time required for GSF Kawerna to be completely emptied is changed from 48 days to 52 days,
- in clause 6.5.1. of the Rules – Gas injection curve for Firm and Interruptible Storage Services is changed,
- in clause 6.5.2. of the Rules – Gas withdrawal curve for Firm Storage Services is changed,
- in clause 6.5.3. of the Rules – Gas withdrawal curve for Interruptible Storage Services is changed,

- 2.2. GSF Sanok:
- 2.2.1. in clause 7.2.2. of the Rules the filling time of the GSF Sanok changes from 150 days to 157 days,
 - 2.2.2. in clause 7.2.3. of the Rules the value of limiting the injection capacity to GSF Sanok changes from 112.5 MWh/h to 582.5 MWh/h,
 - 2.2.3. in clause 7.3.2. of the Rules emptying time of the GSF Sanok changes from 140 days to 190 days,
 - 2.2.4. clause 7.3.3 of the Rules as follows: „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.” is repealed,
 - 2.2.5. in clause 7.4.1. of the Rules Gas injection curve for Interruptible Storage Services is changed,
 - 2.2.6. in clause 7.4.2. of the Rules Gas injection curve for Firm Storage Services is changed,
 - 2.2.7. in clause 7.4.3. of the Rules Gas withdrawal curve for Interruptible Storage Services is changed,
 - 2.2.8. in clause 7.4.4. of the Rules Gas withdrawal curve for Firm Storage Services is changed,
- 2.3. Storage Facility UGS Wierzchowice clause 8.3.3. of the Rules as follows: „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” is repealed,
3. amendment of point 2 in Appendix No. 9 A and Appendix No. 9B to the Rules containing information clauses regarding the processing of personal data of proxies, employees and associates of Gas Storage Poland sp. z o.o. customers (hereinafter referred to as GSP) due to the change of contact details, where in:
- 3.1. Appendix No. 9 A to the Rules, clause 2 with the sentence reading: „Contact with GSP is possible via e-mail to gsp@gas-storage.pl, by phone at + 48 22 860 05 56, or in writing to the following address: al. Jana Pawła II 70, 00-175 Warsaw.” is replaced by „Contact with GSP is possible via e-mail to gsp@gas-storage.pl, by phone at + 48 22 860 05 56.”,
 - 3.2. Appendix No. 9B to the Rules, clause 2 with the sentence reading: „Contact with GSP is possible via e-mail to gsp@gas-storage.pl, by phone at + 48 22 860 05 56, or in writing to the following address: al. Jana Pawła II 70, 00-175 Warsaw” is replaced by: „Contact with GSP is possible via e-mail to gsp@gas-storage.pl, by phone at + 48 22 860 05 56”.

In accordance with clause 1.7.8.1. and 1.7.8.3 of the Rules, market consultations are not required with respect to the above changes.

The content of the amended clauses is presented in Table 1.

Table No. 1

No.	Clause of the Rules	The consolidated text of the amended clauses of the Rules
1.	clause 6.3.2. GSF Kawerna	6.3.2. The time required for GSF Kawerna to be completely emptied is 52 days.
2.	clause 6.5.1. GSF Kawerna	6.5.1. Gas injection curve for Firm and Interruptible Storage Services <i>Technical curve presented in Attachment to this amendment.</i>
3.	clause 6.5.2. GSF Kawerna	6.5.2. Gas withdrawal curve for Firm Storage Services. <i>Technical curve presented in Attachment to this amendment.</i>
4.	clause 6.5.3. GSF Kawerna	6.5.3. Gas withdrawal curve for Interruptible Storage Services. <i>Technical curve presented in Attachment to this amendment.</i>
5.	clause 7.1.3.1. GSF Sanok	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 0.207 MWh/h.
6.	clause 7.1.3.2. GSF Sanok	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 0.065 MWh/h to 0.087 MWh/h, 7.1.3.2.3. Withdrawal Capacity - from 0.083 MWh/h to 0.207 MWh/h.
7.	clause 7.1.3.4. GSF Sanok	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 0.088 MWh/h, 7.1.3.4.3. Withdrawal Capacity of 0.112 MWh/h.
8.	clause 7.1.3.5. GSF Sanok	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 0.065 MWh/h to 0.088 MWh/h, 7.1.3.5.3. Withdrawal Capacity - from 0.083 MWh/h to 0.112 MWh/h.
9.	clause 7.2.2. GSF Sanok	7.2.2. Due to the technical capabilities, the complete filling up of the GSF Sanok takes 157 days.

10.	clause 7.2.3 GSF Sanok	7.2.3. 7.2.3. The SSO reserves the right to reduce the Gaseous Fuel injection rate by 582.5 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.
11.	clause 7.3.2. GSF Sanok	7.3.2. The process of complete emptying of GSF Sanok takes 190 days.
12.	clause 7.3.3 GSF Sanok	<i>Clause 7.3.3 is repealed.</i>
13.	clause 7.4.1. GSF Sanok	7.4.1. Gas injection curve for Interruptible Storage Services. <i>Technical curve presented in Attachment to this amendment.</i>
14.	clause 7.4.2. GSF Sanok	7.4.2. Gas injection curve for Firm Storage Services. <i>Technical curve presented in Attachment to this amendment.</i>
15.	clause 7.4.3. GSF Sanok	7.4.3. Gas withdrawal curve for Interruptible Storage Services. <i>Technical curve presented in Attachment to this amendment.</i>
16.	clause 7.4.4. GSF Sanok	7.4.4. Gas withdrawal curve for Firm Storage Services. <i>Technical curve presented in Attachment to this amendment.</i>
17.	clause 8.1.3.4. Storage Facility UGS Wierchowice	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 0.101 MWh/h, 8.1.3.4.3. Withdrawal Capacity of 0.151 MWh/h.
18.	clause 8.1.3.5. Storage Facility UGS Wierchowice	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 0.101 MWh/h 8.1.3.5.3. Withdrawal Capacity - from 0.092 MWh/h to 0.151 MWh/h
19.	clause 8.3.3. Storage Facility UGS Wierchowice	<i>Clause 8.3.3 is repealed.</i>
20.	Appendix No. 9A to the Rules	APPENDIX 9A TO THE STORAGE SERVICE RULES PRIVACY NOTICE CONCERNING THE PROCESSING OF PERSONAL DATA OF THE REPRESENTATIVES, EMPLOYEES AND ASSOCIATES OF THE CLIENTS OF GAS STORAGE POLAND SP. Z O.O.

		<ol style="list-style-type: none"> 1. The Controller of your personal data is Gas Storage Poland sp. z o.o. (GSP) Polska sp. z o.o. with its registered office in Dębogórze, ul. Rumska 28; 2. Contact with GSP is possible via e-mail to gsp@gas-storage.pl, by phone at + 48 22 860 05 56. 3. GSP has appointed a Data Protection Officer who can be contacted by e-mail at: iodo@gas-storage.pl on any matter concerning the processing of personal data. 4. Your personal data has been provided by the GSP's client on whose behalf you are acting in relation to GSP (as a representative/employee or associate of the GSP's client). 5. The scope of your personal data that may be processed by GSP includes: <ol style="list-style-type: none"> a. first name and surname; b. PESEL or passport number (when no PESEL number has been assigned); c. e-mail address; d. contact phone number; e. position. 6. Your personal data will be processed for the following purposes: <ol style="list-style-type: none"> a. performance of an agreement between GSP and the client on whose behalf you are acting, or to undertake actions aimed at its conclusion, the legal basis for the processing being a legitimate interest of GSP (Article 6(1)(f) of the General Data Protection Regulation 2016/679 – hereinafter: GDPR), which consists in ensuring the reliable identification of the client and its representative. b. 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), which consists in making it possible for GSP to pursue or defend against claims related to the performance of an agreement. 7. Your personal data will be stored for the period necessary for the performance of the agreement. This 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 recipients of your personal data will or may include external law firms, providers of support services in respect of the GSP's IT system, providers of accounting services, eligible entities upon their justified request conforming to the generally applicable legal regulations. 9. You have the right to access the content of the data and to request their rectification, erasure and restriction of the processing. You have the right to file a complaint with the supervisory authority responsible for personal data protection, if you find that the processing of personal data violates the provisions on personal data protection, and specifically the GDPR. 10. You also have the right to object, on grounds relating to your particular situation, to the processing of your data. 11. The personal data shall not be used for automated decision-making, including profiling
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21.	Appendix No. 9B to the Rules	<p style="text-align: center;">APPENDIX 9B</p> <p style="text-align: center;">TO THE STORAGE SERVICE RULES</p> <p>PRIVACY NOTICE CONCERNING PERSONAL DATA PROCESSING OF THE CLIENTS OF GAS STORAGE POLAND SP. Z O.O.</p> <ol style="list-style-type: none"> 1. The Controller of your personal data is Gas Storage Poland sp. z o.o. (GSP) Polska sp. z o.o. with its registered office in Dębogórze, ul. Rumska 28. 2. Contact with GSP is possible via e-mail to gsp@gas-storage.pl, by phone at + 48 22 860 05 56. 3. The Company has appointed a Data Protection Officer who can be contacted by e-mail at: iodo@gas-storage.pl on any matter concerning the processing of personal data. 4. Your personal data will be processed for the following purposes: <ol style="list-style-type: none"> a. performance of an agreement concluded with yourself, or to undertake actions aimed at its conclusion, and the legal basis for processing is Article 6(1)(b) of the General Data Protection Regulation 2016/679 – hereinafter: GDPR; b. 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. asserting, pursuing or defending against claims, if any, the legal basis for the processing of your data being Article 6(1)(f) of the GDPR i.e. the legitimate interest of GSP which consists in making it possible for 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, and with regard to the purposes referred to in section 4(b) above 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 recipients of your personal data will or may include external law firms, providers of support services in respect of the GSP's IT system, providers of accounting services, 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 and restriction of the processing. You also have the right to transfer the data which are processed for the purpose indicated in section 4(a) above. You have the right to file a complaint with the supervisory authority responsible for personal data protection if you find that the processing of personal data violates the provisions on personal data protection, and specifically the GDPR. 8. You also have the right to object, on grounds relating to your particular situation, to the processing of your data. 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 the agreement. 10. The personal data shall not be used for automated decision-making, including profiling.
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§ 2

Any terms used in this Amendment No. 5 to the Rules which are not defined herein shall have the meanings assigned to them in the Rules.

§ 3

1. Subject to Appendix No. 9A and Appendix No. 9B to the Rules, Amendment No. 5 to the Rules enters into force from the beginning of the Gas Day on which Tariff 1/2023 reflecting the modified specifications of the Storage Services, as approved and published by the President of the ERO, will come into force.
2. Appendix 9A and Appendix 9B to the Rules shall become effective on the date of promulgation of Amendment No. 5 to the Rules.

§ 4

A Storage Customer that does not accept the contents of Amendment No. 5 to the Rules shall have the right to present a declaration of termination of the SSA within 14 days, in accordance with clause 1.7.11 of the Rules.

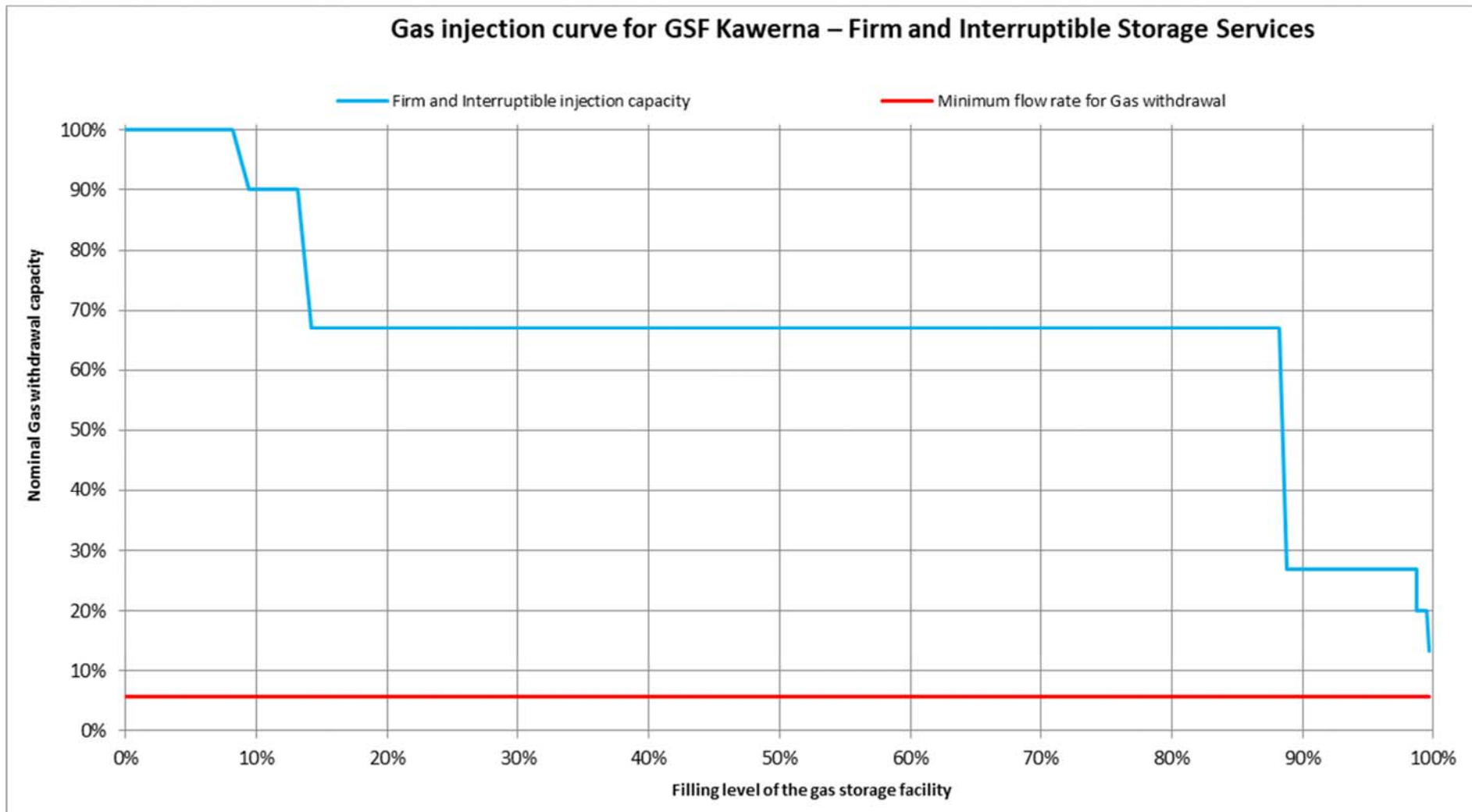
§ 5

In the event of a conflict between the existing provisions of the Rules and the provisions arising from Amendment No. 5 to the Rules, the provisions set out in this Amendment No. 5 to the Rules shall prevail.

Appendices:

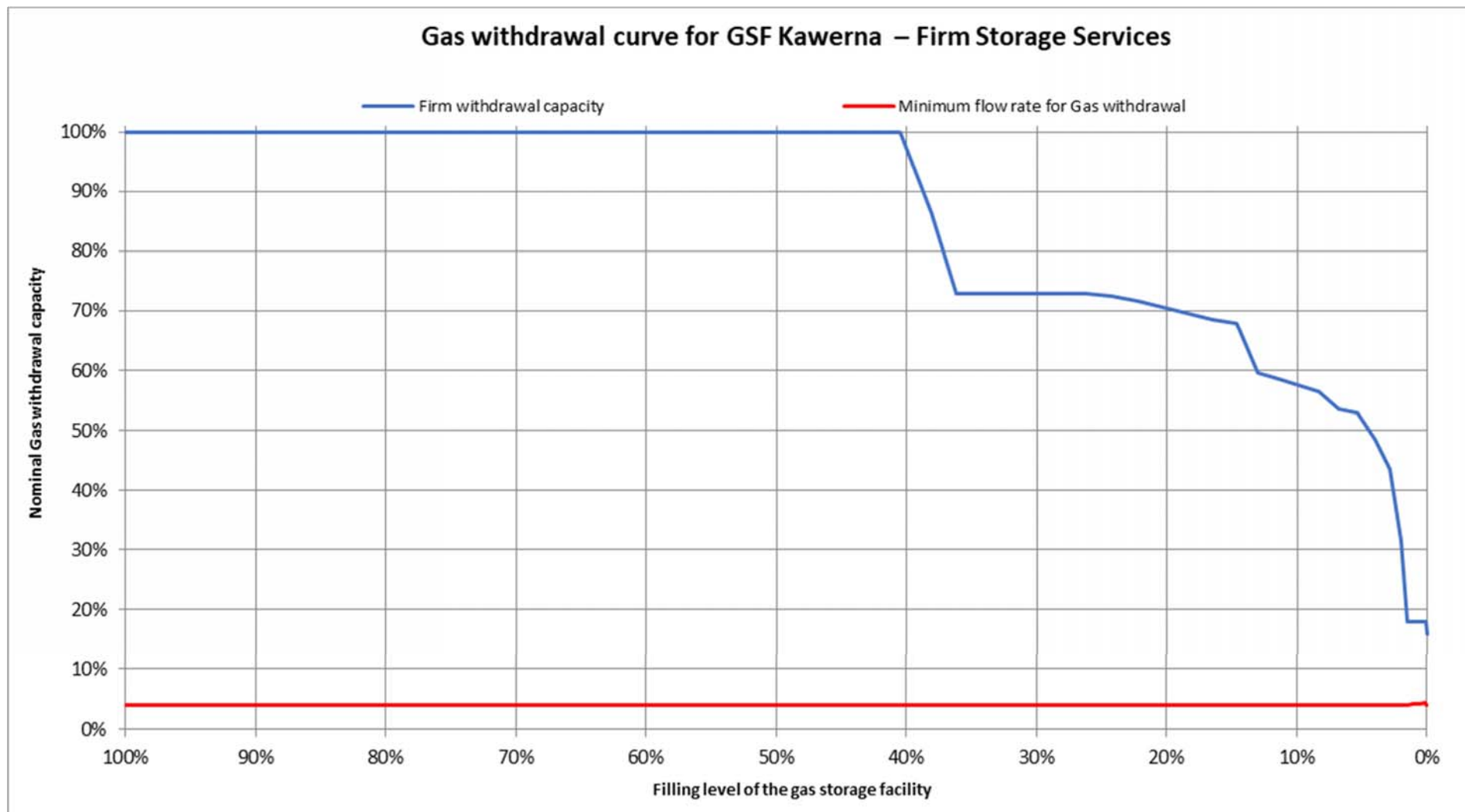
1. GSF Kawerna – clause 6.5.1. Gas injection curve for Firm and Interruptible Storage Services.
2. GSF Kawerna – clause 6.5.2. Gas withdrawal curve for Firm Storage Services.
3. GSF Kawerna – clause 6.5.3. Gas withdrawal curve for Interruptible Storage Services.
4. GSF Sanok – clause 7.4.1. Gas injection curve for Interruptible Storage Services.
5. GSF Sanok – clause 7.4.2. Gas injection curve for Firm Storage Services.
6. GSF Sanok – clause 7.4.3. Gas withdrawal curve for Interruptible Storage Services.
7. GSF Sanok – clause 7.4.4. Gas withdrawal curve for Firm Storage Services.

Appendix 1
GSF Kawerna – clause 6.5.1. Gas injection curve for Firm and Interruptible Storage Services.



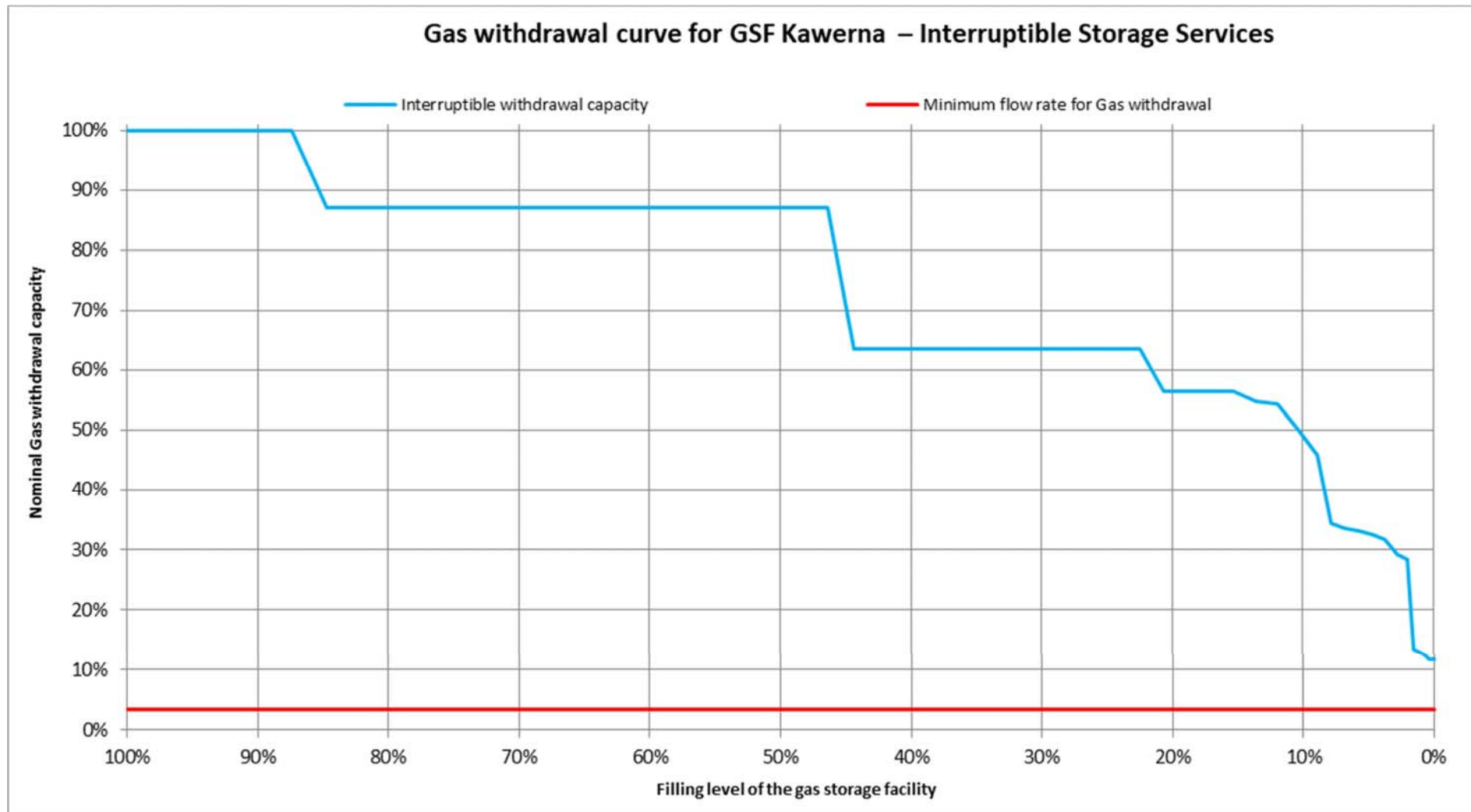
Appendix 2

GSF Kawerna – clause 6.5.2. Gas withdrawal curve for Firm Storage Services.

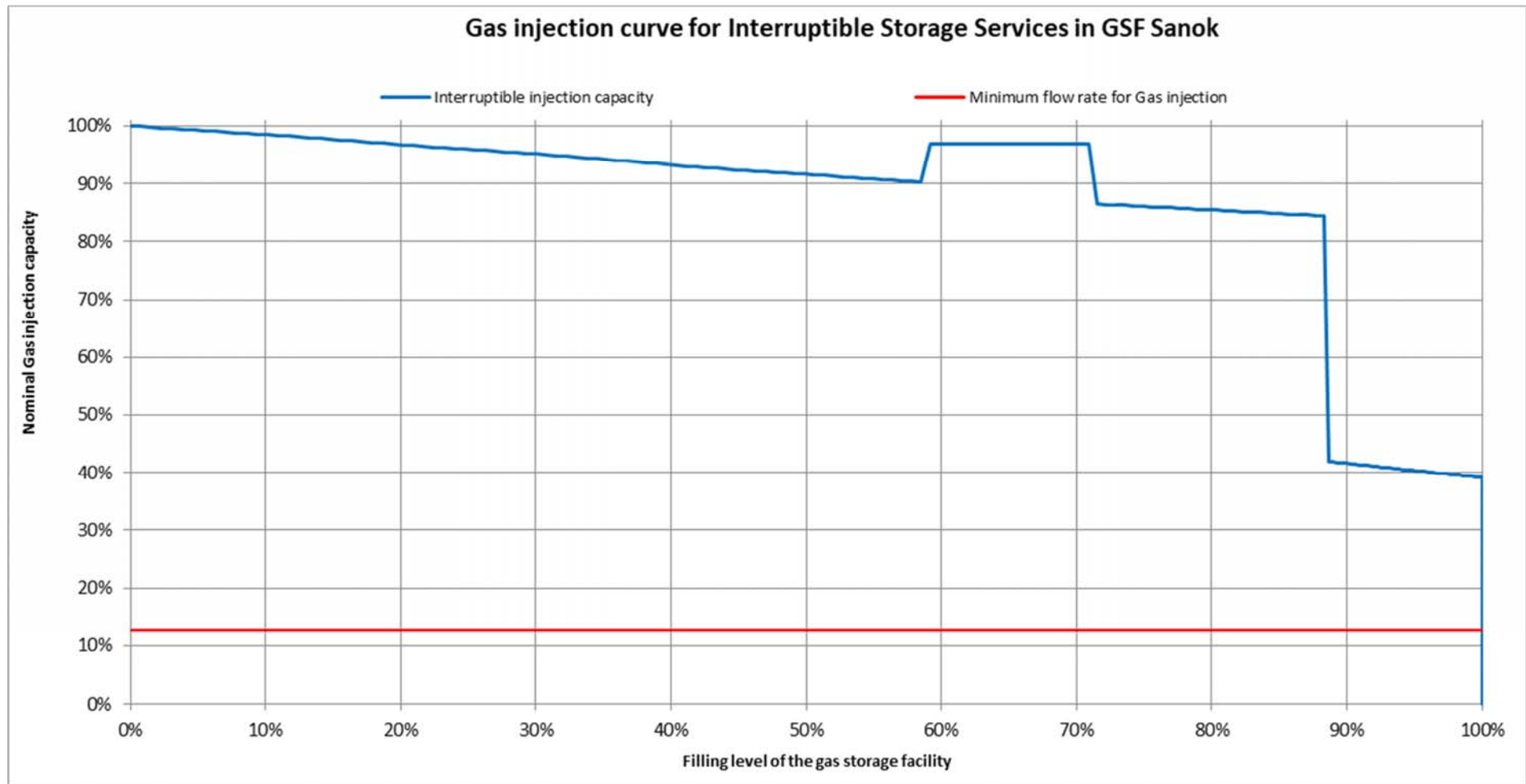


Appendix 3

GSF Kawerna – clause 6.5.3. Gas withdrawal curve for Interruptible Storage Services.

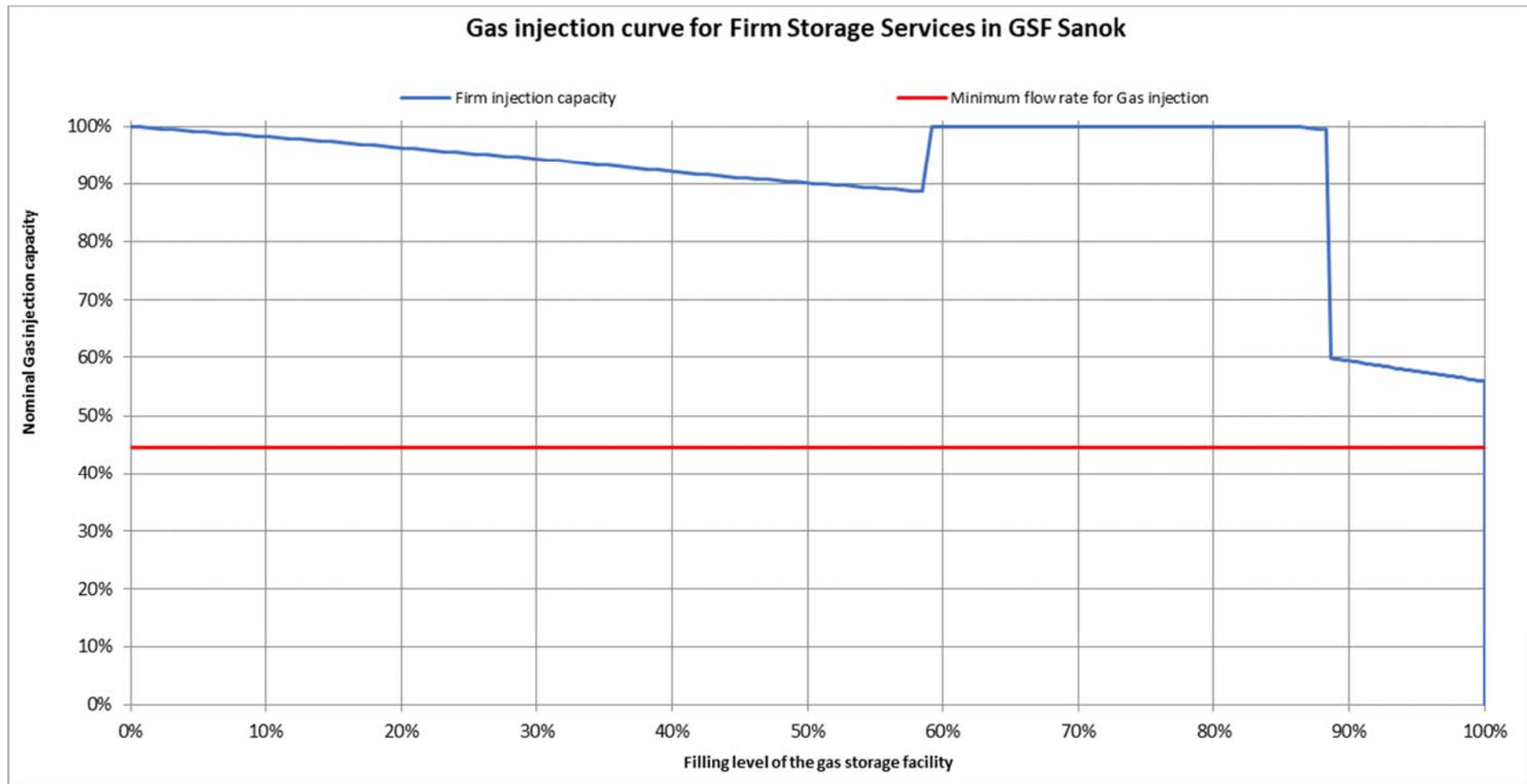


Appendix 4
GSF Sanok – clause 7.4.1. Gas injection curve for Interruptible Storage Services.

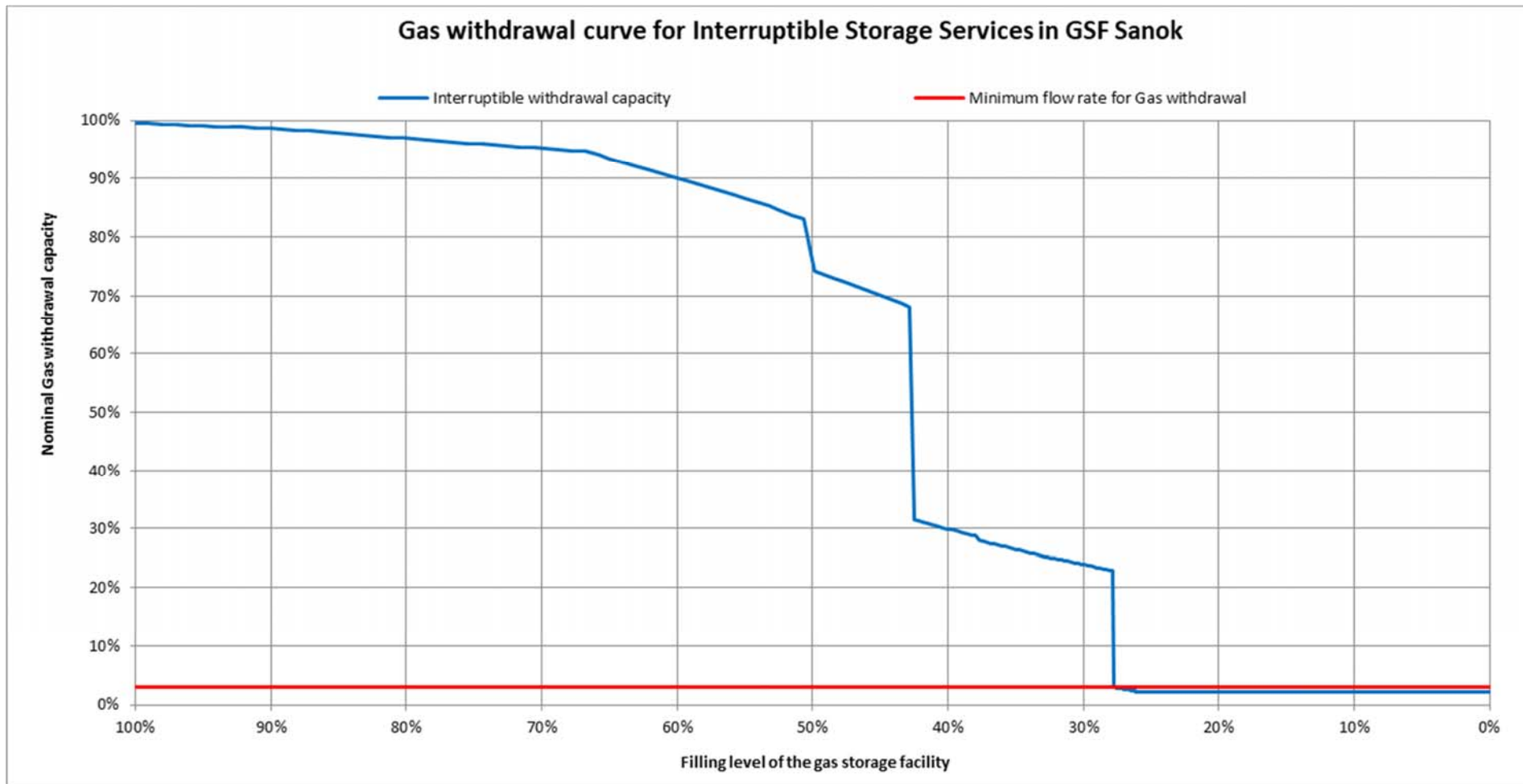


Appendix 5

GSF Sanok – clause 7.4.2. Gas injection curve for Firm Storage Services.



Appendix 6
GSF Sanok – clause 7.4.3. Gas withdrawal curve for Interruptible Storage Services.



Appendix 7
GSF Sanok – clause 7.4.4. Gas withdrawal curve for Firm Storage Services.

