

STANDARD FORM

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

executed on \_\_\_\_\_

by and between

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter the Storage Customer)

and

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

\_\_\_\_\_  
(hereinafter the SSO)

## **1. Storage Code**

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

## **2. The Object of the Storage Services Agreement**

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

## **3. Settlements and Tariff Group**

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

## **4. Withdrawal of Gaseous Fuel**

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

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

## **5. Addresses and Contact Persons**

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

### **5.1. for the SSO:**

5.1.1. \_\_\_\_\_ (*Full name*)

5.1.2. Telephone \_\_\_\_\_

5.1.3. Fax \_\_\_\_\_

5.1.4. Email \_\_\_\_\_

5.1.5. Postal address \_\_\_\_\_

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

5.1.6. UGS Dispatching Center

5.1.7. Phone number

5.1.8. Fax number

5.1.9. Email \_\_\_\_\_

5.1.10. Postal address (for correspondence) \_\_\_\_\_

All phone calls to the phone number indicated in section 5.1.7 are recorded

### **5.2. for the Storage Customer:**

5.2.1. \_\_\_\_\_ (*Full name*)

5.2.2. Telephone \_\_\_\_\_

5.2.3. Fax \_\_\_\_\_

5.2.4. Email \_\_\_\_\_

5.2.5. Postal address \_\_\_\_\_

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

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

## **6. Language and Applicable Law**

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

## **7. Dispute Resolution**

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

## **8. Final Provisions**

- 8.1. Any amendments to this Framework SSA, as well as to the SSA concluded on its basis, as well as their termination or a rescission therefrom shall be made in writing, otherwise being null and void, subject to the following provisions.
- 8.2. The GTC constitute an Appendix to and an integral part of this Framework SSA and any Storage Services Agreement concluded hereunder. The GTC constitute a standard contract within the meaning of Art. 384 of the Act of 23 April 1964 Civil Code (consolidated text: Dz.U.2023.1610, as amended). By signing this Framework SSA, the Storage Customer confirms that the applicable GTC have been delivered to him. The amendment of the GTC shall take place in the manner specified in the GTC.
- 8.3. Any amendments to the Storage Code shall come into force and become binding for the Parties in accordance with the procedure specified in the Energy Law Act and the Storage Code.
- 8.4. Any amendments to the Tariff shall be made in the manner specified in the Energy Law Act.
- 8.5. In case of any inconsistency between the provisions of this Framework SSA and the provisions of the Storage Code, the provisions of the Storage Code shall prevail.

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For the Storage Customer

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For the SSO

**Appendix: General Terms and Conditions of the Storage Services Agreement**

**Voluntary declaration of the Storage Customer on the consent for the SSO to make public the information consisting in the company name of the Storage Customer together with the information on the conclusion of the SSA<sup>1</sup>**

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

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For the Storage Customer

**Voluntary declaration of the Storage Customer on consent to publication by the SSO of the Storage Customer's logo together with information on the conclusion of the SSA<sup>2</sup>**

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

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For the Storage Customer

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

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