

GENERAL TERMS AND CONDITIONS OF STORAGE SERVICES AGREEMENT

1. INTRODUCTION

- 1.1. These General Terms and Conditions of the Storage Services Agreement (GTC) are linked to the Storage Code.
- 1.2. The GTC contain provisions supplementing the Storage Code and set out the rules for the provision of Storage Services (SS) by the Storage System Operator (SSO), as well as for the conclusion and termination of Storage Services Agreements (SSAs), to the extent that they have not been stipulated in the Storage Code.
- 1.3. In the event of any conflict between the GTC and the Storage Code, the provisions of the Storage Code shall prevail.
- 1.4. The GTC are published on the SSO's website and constitute a model contract within the meaning of Article 384 of the Civil Code Act of 23 April 1964 (Dz.U.2023.1610, consolidated text as amended).
- 1.5. All capitalized terms shall have the meaning given to them in the Storage Code.

2. ASSESSMENT OF THE APPLICANT'S FINANCIAL CREDIBILITY AND SECURITY INSTRUMENTS

- 2.1. In order to protect the interests of all users of Storage Facilities or Groups of Storage Facilities, and to confirm the Applicant's capability to perform the obligations under the SSA, the Applicant shall submit appropriate documents together with the Application for a SSA to demonstrate its creditworthiness.
- 2.2. An Applicant that has obtained and demonstrates a credit rating of at least:
 - 2.2.1. Baa2 for Moody's, or
 - 2.2.2. BBB for Standard and Poor's, or
 - 2.2.3. BBB for Fitch,shall not be required to present any additional performance security instruments to demonstrate its creditworthiness.
- 2.3. In case when the Applicant does not have the credit rating referred to in clause 2.2, it shall be required to present a financial security instrument the value and form of which is to be determined in accordance with the following provisions, 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 guarantee described in clause 2.9.2, or the surety described in clause 2.9.3 should expire 2 months after the expected termination date of the SSA, subject to clause 2.4.
- 2.4. The security instrument referred to in clause 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 SSO no later than 30 days prior to the expiry of the previous security instrument.
- 2.5. For the purposes of determining the value of the security 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 separate financial statements were subject to an audit, and the most current financial statements signed by authorised representatives of the Applicant. For the purposes of determining the value of the security, the following items from the financial statements shall be taken into account by the SSO:
 - 2.5.1. value of current assets;
 - 2.5.2. equity;

- 2.5.3. retained earnings;
- 2.5.4. liabilities and provisions for liabilities;
- 2.5.5. short-term liabilities;
- 2.5.6. sales revenues;
- 2.5.7. operating profit/loss.

If any of the above-mentioned items are missing from the financial statements, the Applicant shall in addition submit a written declaration, signed by its authorised representatives, supplementing the above-mentioned information which are not presented in the financial statements. The declaration shall only be a supplement 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 2.7.1.

- 2.6. In the case of a Short-Term SSA and Day-Ahead SSA, the amount of the financial security shall not be conditional on the submission and assessment of the financial documents referred to in clause 2.5 and shall be fixed, in accordance with clauses 2.7.2 and 2.7.3 below, except for Applicants that present documents confirming their financial rating at the level referred to in clause 2.2.
- 2.7. The SSO shall inform the Applicant about the result of the assessment of its financial credibility 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 on the SSP, provided that the maximum value of the security instrument:
 - 2.7.1. in case of a Long-Term SSA shall not exceed:
 - 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 Wierchowice, GSF Sanok and GSF Kawerna, as established based on the fee for the ordered Storage Capacity;
 - 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 in the consecutive 12 Gas Months, which do not correspond to storage years in case of GSF Kawerna, as established based on the fee due for the ordered Storage Capacity;
 - 2.7.2. in case of a Short-Term SSA – it shall correspond to 17% of the value (inclusive of VAT) of the party's financial obligations to the SSO during the provision of Storage Services, as determined on the basis of the fee due in respect of the ordered Storage Capacity;
 - 2.7.3. in case of a Day-Ahead SSA – it shall amount to PLN 20,000 (in words: twenty thousand PLN).
 - 2.7.4. in case of SSAs concerning New Storage Capacity not covered by the Tariff – the amount calculated pursuant to clauses 3.7.32 and 3.8.15 of the Storage Code.
- 2.8. In case of SSAs concluded as a result of an Application Procedure, the delivery of a security instrument shall be a condition precedent to the SSA, unless the Storage Customer has the financial rating referred to in clause 2.2 and provides relevant evidence thereof. In the event that the Storage Customer fails to submit the original copies of the documents confirming that the required financial security instrument has been presented within the deadline indicated in clause 3.7.28 of the Storage Code (in case of Long-Term Storage Services) or in clause 3.8.11.3 of the Storage Code (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.
- 2.9. The security instrument may be presented in the following forms:

- 2.9.1. a cash deposit in the bank account indicated by the SSO, refundable within 7 Business Days of the date of termination of the provision of Storage Services but not earlier than after the Storage Customer discharges its financial obligations to the SSO arising from the Storage Services provided, together with bank interest at the rate set for that account during the deposit period, less the costs of bank transfers and the costs of maintaining the account in which the deposit is kept,
 - 2.9.2. an irrevocable and unconditional bank or insurance guarantee payable on first demand of the SSO, the wording of which is approved by the SSO, issued respectively by a bank or insurance company having the financial rating referred to in clause 2.2; the model form of a bank or insurance guarantee is published on the SSO's website,
 - 2.9.3. a surety for the obligations of the Applicant or Storage Customer, provided by a surety with a financial rating referred to in clause 2.2, the wording of which is approved by the SSO; the model form of surety is published on the SSO's website.
- 2.10. If the Storage Customer first presents the security in the form of a cash deposit referred to in clause 2.9.1, after which it decides to change the form of security to a bank or insurance guarantee, as referred to in clause 2.9.2, or to a surety, as referred to in clause 2.9.3, the cash deposit shall be returned within 14 Business Days from the date of presentation of the new form of security.
- 2.11. In case when a Long-Term SSA is executed, SSO shall have the right to repeat, from time to time, the assessment of the Applicant's financial credibility at least once a year. For this purpose, the Applicant shall be required to present current financial documents referred to in clause 2.5 within 14 Business Days of receiving the SSO's request 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 top up the security as required, or shall return any excess security to the Storage Customer – within 14 Business Days of the date of service of the request on the Storage Customer.
- 2.12. Within 14 Business Days of the loss of the financial rating referred to in clause 2.2, the Storage Customer shall be obliged to inform the SSO thereof, and to present appropriate financial documents mentioned in clause 2.5 in order to enable the assessment of the Storage Customer's financial credibility. In the event that the SSO discovers by itself that the Storage Customer has lost the financial rating referred to in clause 2.2, the SSO may call upon the Storage Customer to present the financial documents mentioned in clause 2.5 within 14 Business Days of receiving the SSO's request. Once the assessment the Storage Customer's financial credibility 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 2.9, within 14 Business Days of the date of service of the request on the Storage Customer.
- 2.13. In case when, during the term of the SSA, the Storage Customer obtains the credit rating referred to in clause 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 14 Business Days of the date of receiving such documents.

3. DISCLOSURE AUTHORISATION

- 3.1. The Storage Customer hereby authorises the SSO to pass any information related to the provision of the Storage Services to interoperating system operators, to the extent specified in the Storage Code and legal regulations.

4. RULES FOR THE SETTLEMENTS

- 4.1. The following documents may constitute the basis for the application of charges:
- 4.1.1. invoice – issued by the SSO in respect of Storage Services made available to the Storage Customer under a concluded SSA, or other charges applied in accordance with the Storage Code or the Tariff,

- 4.1.2. adjustment invoice – issued by the SSO in the event of settlement and/or invoicing errors, as well as in case of accepting a complaint or granting a discount, as a result of which the previously issued invoice has to be adjusted,
 - 4.1.3. interest note - issued by the SSO in the event that the payment terms are exceeded by the Storage Customer.
- 4.2. Monthly settlements and invoicing in respect of the provided Storage Services.
 - 4.2.1. An invoice for Storage Services made available to the Storage Customer in a Gas Month under a concluded SSA shall be issued by 14th day of a given month, subject to clauses 4.2.3 and 4.2.4.
 - 4.2.2. 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 SSO.
 - 4.2.3. By 7th day of the month falling after the Gas Month, the SSO shall issue an invoice for:
 - 4.2.3.1. Intraday Storage Services ordered in such Gas Month;
 - 4.2.3.2. additional activities carried out in such Gas Month, in accordance with the Tariff,
 - 4.2.4. Invoices for Weekly Storage Services shall be issued by the SSO within 7 days from the ending date of the provision of the Weekly Storage Service.
- 4.3. When the dates indicated in clause 4.2 above fall on a day other than a Business Day, they will be adjusted accordingly so that they fall on the first following Business Day.
- 4.4. 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, invoice scans shall be sent for information purposes by electronic mail on the issuance date to the address given by the Storage Customer in the SSA within 2 Business Days. 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.
- 4.5. Method and terms of payment
 - 4.5.1. The amounts stated on SSO's invoices shall be payable by a bank transfer to SSO's account specified in the respective invoice.
 - 4.5.2. Invoice payments shall be made within 14 days of the invoice date.
 - 4.5.3. The payment of the amounts due shall be deemed to be made on the date of crediting the SSO's bank account.
 - 4.5.4. 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.
 - 4.5.5. In case of payment default:
 - 4.5.5.1. The SSO shall charge statutory interest for each day of default,
 - 4.5.5.2. the SSO may terminate the SSA according to the rules set out in clause 5.3, and draw on the security referred to in clause 2.3, if the Storage Customer defaults on the payment for more than one month and has received a demand for payment. 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.

- 4.5.6. Any complaints in relation to an invoice shall be submitted by the Storage Customer within 21 days from its receipt.
- 4.5.7. 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 the event when the complaint concerns errors in the invoice calculation, the Shipper shall make a timely payment of the correctly calculated amount that is agreed with the OSM.
- 4.5.8. The SSO shall process any complaints within 14 days of their 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.
- 4.6. The SSO represents that it has the status of a large enterprise within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions (consolidated text: Dz.U.2023.1790).
- 4.7. The SSO confirms that payments for invoices may be made using the split payment mechanism. The SSO agrees to the application by the Storage Customer of the split payment arrangement, and confirms that the bank account indicated by the SSO in invoices conforms to the requirements for the purposes of the split payment mechanism.

5. TERMINATION AND EXPIRY OF THE SSO

- 5.1. The Framework SSA, Day-Ahead SSA, Long-Term SSA and a Short-Term SSA shall terminate:
 - 5.1.1. on the date of expiry of any legally required licence, the validity of which is necessary for the performance of the SSA, including the licences granted under the Energy Law Act and the Geological and Mining Law Act of 9 June 2011 (consolidated text: Dz.U.2023.633, as amended), due to the expiry of its validity, when the validity such licence has not been extended, or the Party or its legal successor has not obtained a new licence to continue the performance of the agreement, subject to the following sub-clause;
 - 5.1.2. after the lapse of the term determined by the President of the ERO in a decision ordering the Party to continue its activity notwithstanding the expiry of the licence.
- 5.2. The party affected by the circumstances referred to in clause 5.1 shall notify this fact to the other Party in writing without undue delay, or, where possible, sufficiently in advance.
- 5.3. Except for the cases provided for in the Storage Code or in the SSP Terms and Conditions, the SSO may terminate a Long-Term SSA or a 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 days for Storage Customer to do so, and in case of a termination pursuant to clause 5.3.2. – 14days, and after such time limit has lapsed ineffectively, in case when:
 - 5.3.1. the validity or the security referred to in clause 2.3 has not been extended or topped up to its full value;
 - 5.3.2. the Storage Customer defaults on the payment of any amount due in connection with the provision of Storage Services for more than one month;
 - 5.3.3. the Transmission Contract that confirms the TSO's undertaking to deliver Gas to the Storage Facility or to take Gas from such facility is terminated, or the TSO refuses to provide transmission services under the Transmission Ability Allocation, in each case due to reasons attributable to the Storage Customer;
 - 5.3.4. with respect to Storage Services made available for the purposes of creating and holding a mandatory stock, the Storage Customer has not presented the decision referred to in clause 2.7.4 of the Storage Code immediately on the expiry of the time limit when, according to the Stockpiling Act, it should have been issued, or the Storage Customer has not presented the

- subsequent decision of the President of the ERO referred to in clause 2.7.4 of the Storage Code in case when the previous decision expires prior to the final termination date of the SSA;
- 5.3.5. the Storage Customer disposes of or acquires a title to the Gaseous Fuel injected into the Storage Facility or Group of Storage Facilities under a SSA, if the Storage Customer fails to present the updated declarations referred to in point. 3.3.1.4.2 of the Storage Code within the time limits specified in clauses 4.9.1 and 4.9.2 of the Storage Code.
- 5.4. The Storage Customer may terminate a Long-Term SSA and a Short-Term SSA with immediate effect in case when:
- 5.4.1. 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,
- 5.4.2. 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.
- 5.5. The Storage Customer shall have the right to terminate a Long-Term SSA or Short-Term SSA in case of refusal to accept the amendments to the Storage Code, in accordance with the procedure set out in clause 1.7.10 of the Storage Code.
- 5.6. 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 persist for more than 60 days, either Party is entitled to terminate the Long-Term SSA or Short-Term SSA with immediate effect.
- 5.7. In the event that the Storage Customer obtained only a partial allocation of Storage Capacity in an Auction, in relation to the amount of Storage Capacity indicated in its Bid, the Storage Customer may, within three (3) hours of the end of the Auction, send the SSO a scan of a notice of termination of 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. 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 only.
- 5.8. A party to a Framework SSA or Day-Ahead SSA shall have the right to terminate the same at any time subject to a monthly notice period effective 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 or Short-Term SSAs 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.
- 5.9. A SSA shall expire in the part relating to a particular Storage Facility or a Group of Storage Facilities in the event of expiry or revocation of the SSO's licence concerning a particular Storage Facility or a Group of Storage Facilities, as well as in the event of an amendment of the SSO's licence which makes impossible the performance of the SSA in a particular Storage Facility or a Group of Storage Facilities.
- 5.10. Withdrawal of Gaseous Fuel in the event of termination or expiry of the SSA:
- 5.10.1 If the Storage Customer fails to collect the Gaseous Fuel within the time limit established in accordance with section 4.8.1 of the Storage Code, the SSO shall have the right to publish on the OIP, within 12 months of the expiry of that time limit, an irrevocable offer by the Storage Customer or the owner of such Gaseous Fuel to sell the Gaseous Fuel, addressed to an unspecified group of parties, in accordance with the Storage Customer's declaration referred to in section 3.3.1.4.2.1 of the Storage Code, or with the declaration of the owner of the Gaseous Fuel referred to in section 3.3.1.4.2.2 of the Storage Code, for a price equivalent to:

- 5.10.1.1 80 % of the Reference Gas Price in case of the expiry of the SSA (expiry of its term) or the termination of the SSA:
- a. due to the expiry of the legally required licenses of Storage Customer to carry out the activities for which the SSA was concluded, or
 - b. in case when the SSO terminates the Framework SSA, Day-Ahead SSA, Long-Term SSA or Short-Term SSA with immediate effect, after having requested the Storage Customer to remove the cause for the termination, and having granted the Storage Customer an additional deadline for this purpose in accordance with the provisions of the GTC, or
 - c. in the case described in section 2.7.11 of the Storage Code,
- 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 the ERO in accordance with the Energy Law Act), applicable on the date of acceptance of the offer by the transferee, if such price is lower than 80% of the Reference Gas Price;
- 5.10.1.2 100% of the Reference Gas Price – in other cases of SSA termination but for those mentioned in section 5.10.1.1, 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 the ERO in accordance with the Energy Law Act), applicable on the date of acceptance of the offer by the transferee, if such price is lower than 100% of the Reference Gas Price.
- 5.10.2 The offer to sell Gaseous Fuel shall cease to be binding on the Storage Customer after 12 months of the date of its publication on the OIP.
- 5.10.3 Upon making public the offer of the Storage Customer to sell the uncollected Gaseous Fuel, as referred to in section 5.10.1, the SSO shall simultaneously publish an offer to make available the Storage Capacity required for its continued storage in the Storage Facility, or Group of Storage Facilities, to the transferee(s) of such Gaseous Fuel, as well, to the extent available, the Storage Capacity required to withdraw such Gaseous Fuel.
- 5.10.4 A party interested in acquiring the uncollected Gaseous Fuel referred to in section 4.8.1. of the Storage Code from the Storage Customer should:
- 5.10.4.1 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
 - 5.10.4.2 submit an Application for a SSA covering at least the Storage Capacity of the Storage Facility or Group of Storage Facilities where the uncollected Gaseous Fuel is held, to the extent required for continued storage of such Gaseous Fuel in the Storage Facility or Group of Storage Facilities, and, potentially, the Storage Capacity required for the withdrawal of such Gaseous Fuel from the Storage Facility or a Group of Storage Facilities, if offered by the SSO.
- 5.10.5 The requirement to submit the Application for a SSA, as referred to in section 5.10.4.2, shall not apply if:
- 5.10.5.1 the party that declares the acceptance of the offer to sell the uncollected 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 Group of Storage Facilities where the Gaseous Fuel is held;

- 5.10.5.2 the party that declares the acceptance of the offer to sell the uncollected Gaseous Fuel shall simultaneously therewith declare its intention to immediately collect the Gaseous Fuel from the Storage Facility or Group of Storage Facilities.
- 5.10.6 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 section 5.10.4, 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 section 5.10.5.2 shall be published by the SSO on the OIP. With respect to the availability of the Storage Capacity referred to in section 5.10.1., the SSO may set a different time frame for the execution of the SSA than the one set out under the Storage Code. If, within the time frame set by the SSO, the above procedure does not result in the sale of the uncollected 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 section 5.10.4.2, the requirements set out in sections 3.3, 3.7 and 3.8 of the Storage Code 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.
- 5.10.7 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 section 5.10.4, the uncollected Gaseous Fuel and the associated Storage Capacity shall be allocated among such parties and the principles set out in section 3.5 of the Storage Code shall apply accordingly. In the documents referred to in section 5.10.4, the parties interested in purchasing the uncollected Gaseous Fuel shall specify whether, in case when their 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, when not satisfied with the quantity obtained as a result of the reduction.
- 5.10.8 The outcome of the procedure to sell Gaseous Fuel and the allocation of the associated Storage Capacity, as well as the value of the security, if required under the Storage Code, shall be notified by the SSO the parties that have correctly submitted the documents referred to in section 5.10.4. The transferee 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 section 5.10.4.2, and in the case described in section 5.10.5, on the date of payment of the sale price. The sale of the Gaseous Fuel to the transferee shall be confirmed with a VAT invoice issued by the SSO on behalf of the Storage Customer within the time limit stipulated by the applicable tax legislation.
- 5.10.9 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 remit such amount to the Storage Customer within 14 days of receiving it from the transferee, subject to the provision of the following sentence. The SSO shall have the right to set off any unsatisfied claims owing to the SSO from the Storage Customer with the claims of the Storage Customer in respect of the amount obtained from the sale of the uncollected Gaseous Fuel.
- 5.10.10 Until the withdrawal of the Gaseous Fuel by the Storage Customer, or the start of the provision of Storage Services under a new SSA executed with the transferee, or until such Gaseous Fuel is transferred to the Working Volume held by the transferee in accordance with the procedure set out above, the Storage Customer shall be obliged to pay the charges for the storage of such Gaseous Fuel. 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.
- 5.10.11 Any matters not regulated in section 5.10 shall be governed by the provisions of the Civil Code on sale.

6. LIABILITY OF THE PARTIES

- 6.1. 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 MFPWY_{OSM}. 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.
- 6.2. 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 Storage Code. Neither shall SSO be held liable for the consequences, including those arising in dealings between Storage Customers and TSO, of any curtailment or interruption of Storage Services to the extent that such curtailment or interruption is in accordance with the provisions of an Interruptible SSA or the Storage Code.
- 6.3. The remaining principles concerning liability shall result from the provisions of the Storage Code, and to the extent not regulated therein, from the generally applicable legal regulations.

7. CONFIDENTIALITY

- 7.1. Neither Party may disclose any Confidential Information except with a written consent of the other Party. When, nevertheless, 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.
- 7.2. 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:
 - 7.2.1. 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;
 - 7.2.2. the TSO, to the extent required under the applicable laws and the Network Code, including specifically the information on:
 - 7.2.2.1. the entity with whom a SSA has been executed,
 - 7.2.2.2. the quantity of Storage Capacity made available to the Storage Customer,
 - 7.2.2.3. the term for which the Storage Capacity has been made available to the Storage Customer,
 - 7.2.2.4. the filling level of the available Working Volume (at least once a day),
 - 7.2.2.5. the size of mandatory stocks created by the Storage Customer,
 - 7.2.2.6. the current volume of mandatory stocks (at least once a day) in each Storage Facility or Group of Storage Facilities;
 - 7.2.3. 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.
- 7.3. The above confidentiality obligation with respect to the Confidential Information shall be binding upon the Parties throughout the term of the SSA and for 3 years of its expiry or termination.

8. LANGUAGE, APPLICABLE LAW AND DISPUTE RESOLUTION

- 8.1. 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.
- 8.2. This SSA shall be governed by the Polish law.
- 8.3. Any dispute arising out of or in connection with the SSA, including disputes concerning payments, shall first be resolved through negotiations and the Parties agree to use every possible effort to this end.

- 8.4. If, despite the efforts taken, 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, except for disputes which fall under the jurisdiction the President of the ERO or other competent authority. The occurrence or existence of a dispute concerning a SSA shall not release the Parties from the obligation to perform their remaining obligations thereunder.

9. PROTECTION OF PERSONAL DATA OF THE CUSTOMERS OF GAS STORAGE POLAND SP. Z O.O.

- 9.1. 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 (GDPR), Gas Storage Poland sp. z o.o. (SSO) with its seat in Dębogórze, ul. Rumska 28 is the controller of the personal data of the SSO's customers.
- 9.2. The GDPR privacy notices shall be provided to the SSO's clients as an annex to the SSA and shall be additionally posted on the SSO's website.

10. PROTECTION OF PERSONAL DATA OF THE AGENTS, EMPLOYEES AND ASSOCIATES OF THE CUSTOMERS OF GAS STORAGE POLAND SP. Z O.O.

- 10.1. Gas Storage Poland sp. z o.o. (SSO) with its seat in Dębogórze, ul. Rumska 28 is the controller of the personal data of the SSO's agents, employees and associates of the SSO's customers whose data were for the purposes of performance of an agreement with the customers of the SSO, or taking actions aimed at its conclusion, the legal basis for the processing being a legitimate interest of the SSO and the customer (Article 6(1)(f) GDPR); the legitimate interest is to ensure reliable identification of the customer and the entity representing the customer,
- 10.2. The GDPR privacy notices shall be provided to the SSO's clients as an annex to the SSA, in order to be passed on to the agents, employees and associates of the SSO's clients whose data have been provided to the SSO upon the conclusion of a SSA. These notices shall also be posted on the SSO's website.
- 10.3. The customer of the SSO shall be responsible for the performance of the information obligation referred to in Article 14 of the GDPR in relation to the agents, employees and associates of SSO's customers whose data have been provided to the SSO at the time of conclusion or performance of a SSA.

11. AMENDMENT OF THE GTC

- 11.1. The SSO may amend the GTC in whole or in part, in particular in the event of:
- 11.1.2 changes in Polish or EU law;
 - 11.1.3 relevant guidelines and recommendations of the ERO, Agency for the Cooperation of Energy Regulators (ACER) ENTSO-Gas, European Commission or other competent authorities or institutions;
 - 11.1.4 changes to the provisions of the Transmission Network Code;
 - 11.1.5 changes to the provisions of the Storage Code, the Tariff or the SSP Terms and Conditions;
 - 11.1.6 binding and final or immediately enforceable court rulings or final or immediately enforceable administrative decisions;
 - 11.1.7 changed technical operating conditions of Storage Facilities or Groups of Storage Facilities, or of the Transmission System to which the Storage Facilities or Groups of Storage Facilities are connected;
 - 11.1.8 technology advancement in storage of Gaseous Fuels;

- 11.1.9 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 the relevant provisions of the Storage Code;
- 11.1.10 a justified need to supplement, detail or clarify the provisions of the GTC.
- 11.2. An amendment to the GTC shall be effected by immediate delivery of the amended GTC to the Storage Customer. The amended GTC may be delivered to the Storage Customer in writing, via the SSP or to the email address indicated in the SSA. The amendment to the GTC shall not require the execution of an amendment to the SSA. If, when sending the amended GTC, the SSO does not indicate the date from which the changes apply, the amended GTC shall apply after 14 days of having been delivered to the Storage Customer.
- 11.3 Within 14 (fourteen) days of the delivery of the amended GTC, the Storage Customer may terminate the SSA, subject to one month's notice. In such a case, the amended GTC shall not apply to the Storage Customer that has terminated the SSA.
- 11.4 The provisions of clauses 11.2 and 11.3 above shall apply mutatis mutandis to SSAs concluded before the introduction of these GTC. If the Storage Customer does not terminate the SSA within 14 (fourteen) days of the delivery of the GTC, the GTC shall become an integral part of the SSA.