

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.

For the Storage Customer

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 SSA¹

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.

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 SSA²

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.

For the Storage Customer

¹ 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.

² 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.

STANDARD FORM

**DAY-AHEAD
STORAGE SERVICES AGREEMENT
(hereinafter the Day-Ahead SSA)**

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 Day-Ahead Storage Services Agreement (hereinafter the “Day-Ahead SSA”) has been executed on the basis of the Storage Code. By signing this Day-Ahead 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. All capitalised terms used in this Day-Ahead SSA shall have the meanings assigned to them in the Storage Code.

2. The Object of the Storage Services Agreement

- 2.1. The SSO hereby undertakes to provide the Day-Ahead Storage Service to the Storage Customer in accordance with the terms and conditions set out in the orders placed by the Storage Customer through the OIP under this Day-Ahead SSA.
- 2.2. The Storage Customer undertakes to comply with the provisions of the Storage Code and GTC, and to make timely payments of the charges due to SSO and applied in accordance with the Tariff and the Storage Code.
- 2.3. The currently applicable Storage Code, GTC and Tariff are published by the SSO on the SSO's website.

3. Settlements and Tariff Group

- 3.1. At the time of executing this Day-Ahead SSA, the Storage Customer has been classified into the tariff group _____.
- 3.2. The tariff group may be changed in accordance with the principles set out in the Tariff.

4. Withdrawal of Gaseous Fuel

- 4.1. The Storage Customer shall submit appropriate Nominations in order to withdraw the Gaseous Fuel injected to GSF Kawerna within a period not exceeding the term of this Day-Ahead SSA.
- 4.2. If, after the termination of this Day-Ahead SSA, Gaseous Fuel injected at request of the Storage Customer still remains in GSF Kawerna, 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 its website, an irrevocable offer of the Storage Customer or the owner of the Gaseous Fuel to sell the same. A detailed procedure for the sale of uncollected Gaseous Fuel is set out in the GTC.
- 4.3. The provisions of clauses 4.1 and 4.2 shall not apply in case when another SSA between the Parties is in effect and provides the basis for the SSO to continue storing the quantities of Gaseous Fuel left by the Storage Customer in the Storage Facility or 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 this Day-Ahead SSA, 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. Phone number _____

5.1.3. Fax _____

5.1.4. Email _____

5.1.5. Postal address _____

and 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 _____

and 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 Day-Ahead SSA shall be binding.

6.2. This Day-Ahead SSA shall be governed by the Polish law.

7. Dispute Resolution

- 7.1. Any dispute arising out of or in connection with this Day-Ahead SSA, including disputes concerning payments, shall first be resolved through negotiation and the Parties agree to use every effort possible 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 Day-Ahead SSA shall not release the Parties from the obligation to perform obligations hereunder.

8. Final provisions

- 8.1. Any amendment of this Day-Ahead SSA, or its termination, or withdrawal here from, shall be made in writing, otherwise being null and void, subject to the following provisions.
- 8.2. The GTC constitute an Appendix to this Day-Ahead SSA and its integral part. The GTC constitute a standard contract within the meaning of Art. 384 of the Civil Code Act of 23 April 1964 (consolidated text: Dz.U.2023.1610, as amended). By signing the Framework SSA, the Storage Customer confirms the receipt of the applicable GTC.
- 8.3. The amendment of the GTC shall take place in the manner specified in the GTC.
- 8.4. The amendments to the Storage Code shall come into force and become binding for the Parties in the manner specified in the Energy Law Act and the Storage Code.
- 8.5. Changes to the Tariff shall be made in the manner specified in the Energy Law Act.
- 8.6. Both the SSO or the Storage Customer shall have the right terminate this Day-Ahead SSA at any time, subject to one month's notice, effective at the end of the next month.
- 8.7. The termination of the Day-Ahead SSA may be done without stating the reasons.
- 8.8. In case of any inconsistency between the provisions of this Day-Ahead SSA and the provisions of the Storage Code, the provisions of the Storage Code shall prevail.

For the Storage Customer

For the SSO

Appendix: General Terms and Conditions of the Storage Services Agreement

STANDARD FORM

STORAGE SERVICES AGREEMENT

concluded through the Application procedure on the basis of a Framework

SSA

(hereinafter referred to as Short-Term SSA / Long-Term SSA*)

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. The Object of the Storage Services Agreement

1.1. This Short-Term SSA / Long-Term SSA* (hereinafter the "**SSA**") is concluded on the basis of the Framework SSA dated _____ between the Parties, and on the basis of the Storage Code. By signing the SSA, the Storage Customer accepts all the provisions of the Storage Code and General Terms and Conditions of the Storage Services Agreement (the "GTC"). Capitalised terms used in the SSA shall have the meanings assigned to them in the Storage Code.

1.2. The SSO undertakes to provide Storage Services to the Storage Customer at the GSF Kawerna / GSF Sanok / Storage Facility of UGS Wierzchowice / *, comprising:

- (a) 1 Bundled Unit / ____ Bundled Units *
- (b) 1 Reverse Storage Service Bundled Unit / ____ Reverse Storage Service Bundled Units / *
- (c) 1 Flexible Bundled Unit / ____ Flexible Bundled Units *, comprising:
 - a. ____ kWh/h of Injection Capacity,
 - b. ____ kWh/h of Withdrawal Capacity.
- (d) 1 Reverse Storage Service Flexible Bundled Unit / ____ Reverse Storage Service Flexible Bundled Units *, including:
 - a. ____ kWh/h of Injection Capacity,
 - b. ____ kWh/h of Withdrawal Capacity
- (e) Unbundled Storage Service comprising:
 - a. ____ kWh of Working Volume *
 - b. ____ kWh/h of Injection Capacity *
 - c. ____ kWh/h of Withdrawal Capacity *.

1.3. The SSO undertakes to provide Storage Services to the Storage Customer for a period from the beginning of the Gas Day starting on _____ to the end of the Gas Day starting on _____.

1.4. The SSO undertakes to provide Firm / Interruptible Storage Services to the Storage Customer *.

2. Tariff Group

- 2.1. At the time of executing this SSA, the Storage Customer has been classified into the tariff group _____.
- 2.2. A change of the tariff group may be made in accordance with the principles set out in the Tariff.

For the Storage Customer

For the SSO

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

place, date

To:

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

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

(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 this 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 use

- 1.1.1. This procedure ("Procedure") shall apply in all cases when the Storage Code provides for determination through a draw, when the draw is carried out outside the Storage Services Platform ("SSP"), in particular when, due to a failure or malfunction of the SSP, it is not possible to carry out an automatic draw on the SSP.
- 1.1.2. All capitalised terms used in this Procedure shall have the meanings assigned to them in the Storage Code.

1.2. Venue of the Draw

- 1.2.1. The draw takes place at the registered office of SSO.
- 1.2.2. Participants in the¹ draw are notified of the date and place of the draw by registered post, courier service or e-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 or an advocate.
- 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 or advocate 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 in 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 to be opened by the legal counsel or advocate who orders the attendance record to be prepared. The draw observers are required to demonstrate

¹ Applicants or Storage Customers, depending on the type of a draw.

their authorisation to represent the participants of the draw. Copies of the documents evidencing such authorisation are to be enclosed to the attendance record.

- 1.4.3. Then, the legal counsel/advocate 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/advocate proceeds with the draw by taking out one envelope from the box. After opening the drawn envelope, the legal counsel/advocate 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 1.4.4. 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/advocate closes the draw.

1.5. Documentation of the Draw

- 1.5.1. Minutes of the draw are drawn up and should contain the results of the draw as well as the attendance list.
- 1.5.2. The minutes shall be signed by the SSO representatives.

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 for the total estimated 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>

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)

STANDARD FORM
**DECLARATION CONTAINING THE OFFER TO SELL GAS
TOGETHER WITH AUTHORISATION FOR SSO TO HOLD
THE SALE PROCEDURE ¹**

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*² 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 Code;
 - to other entities that meet the formal and legal requirements specified in the Storage Code;
 - 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 the provisions of the General Terms and Conditions for the Storage Services Agreement („GTC”), depending on the procedure applicable to the termination or

¹ Capitalised terms shall be understood in accordance with the definitions contained in the current Storage Code

² *delete if not applicable

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 GTC.
- 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 GTC;
 - 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)

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) ¹**

Acting on behalf of _____, NIP: _____ (the
"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
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:

¹ Capitalised terms shall be understood in accordance with the definitions contained in the current Storage Code
* delete if not applicable

- 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 Code;
 - to other entities that meet the formal and legal requirements specified in the Storage Code;
- 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 General Terms and Conditions of the Storage Services Agreement ("**GTC**"), 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 GTC.
- 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 GTC;
 - 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)

PRIVACY NOTICE CONCERNING PERSONAL DATA PROCESSING OF THE CLIENTS OF GAS STORAGE POLAND SP. Z O.O.

1. The Controller of your personal data is Gas Storage Poland sp. z o.o. (GSP) with its registered office in Dębogórze, ul. 28 Rumska St.
2. Contact with GSP is possible by email at gsp@gas-storage.pl or by phone at + 48 22 860 05 56.
3. GSP has appointed a Data Protection Officer, who can be contacted by e-mail: iodo@gas-storage.pl on any matter concerning the processing of personal data.
4. Your personal data will be processed for the following purposes:
 - 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 will not be used for automated decision-making, including profiling.

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.

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 by email at gsp@gas-storage.pl or by phone at + 48 22 860 05 56.
3. GSP has appointed a Data Protection Officer, who can be contacted by e-mail: 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:
 - 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:
 - 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 will not be used for automated decision-making, including profiling.

DECLARATION

on conclusion of Service Agreement in respect of tasks concerning the maintenance of mandatory stocks of natural gas

Pursuant to section 2.8.2.1.2 of the Storage Code ("Storage Code") according to its wording in force on the date of submission of this declaration, i.e. version of, I hereby declare the conclusion of a Service Agreement the performance of tasks related to the maintenance of mandatory stocks of natural gas (hereinafter: the "Ticket Service Agreement"), which qualifies as the agreement referred to in Article 70c of 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 (consolidated text: Dz.U.2023.1650, hereinafter the "Stockpiling Act"), executed on, between:

[insert company name of the Storage Customer]

with its registered office in, at, [postal code], entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for, [insert number] Economic Division of the National Court Register, under KRS number, with NIP number and REGON number, with share capital in the amount of PLN, paid in [if applicable] ("**Storage Customer**").

and

Government Agency for Strategic Reserves

seated in [current address details of RARS, registered office, street name, postal code, city], acting on the basis of the Strategic Reserves Act of 17 December 2020 (consolidated text: Dz.U.2023.294, as amended), with NIP 526-00-02-004 and REGON 012199305 ("**RARS**")

Details of the Ticket Service Agreement:

Scope of the Ticket Service	RARS has undertaken to provide a ticket service (hereinafter: "Ticket Service"), as referred to in Article 70c of the Stockpiling Act, for the benefit of the Storage Customer, which consists in the performance of tasks in respect of the maintenance of mandatory stocks (hereinafter: the "Mandatory Stock") within the meaning of the Stockpiling Act, for the volume of MWh, of which: 1) MWh – stock located atGSF Kawerna; 2) MWh – stock located at GSF Sanok; 3) MWh – stock located at UGS Wierzchowice Storage Facility.
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Scope of transfer of rights to Storage Capacity by the Storage Customer onto RARS

Storage Services Agreement (SSA)	Date of the SSA	Firm Bundled Units under the SSA	Bundled Units provided under the Ticket Service Agreement	Location of the Mandatory Stock
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>

Supplementary information on the scope of the transfer of rights to Storage Capacity by the Storage Customer to RARS:

Term of the agreement for the provision of the Ticket Service;

From to ...

Procedure applicable in the event of the termination of the SSA concluded for the purposes of maintaining the mandatory stocks covered by the Ticket Service during the statutory period of their maintenance, or in case of the cessation or reduction of the obligation to maintain mandatory stocks on the part of the party 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;

The method of fulfilment of the obligation under the REMIT Regulation (referred to in section 1.9.2 of the Storage Code, regarding the reporting of information on the quantity of natural gas that the Storage Customer keeps in storage at the end of the Gas Day, referred to in Article 9(9) of the Commission Implementing Regulation (EU) No 1348/2014)

_____ (place) _____ (date)

signatures of authorized representatives

STANDARD FORM

STATEMENT OF A TRANSACTION RESULTING IN A CHANGE OF TITLE TO GASEOUS FUEL

Acting on behalf of _____ ("Storage Customer"), I/we
hereby declare that by way of an agreement _____ concluded with

_____ a transaction was made which resulted in a change of title to the Gaseous Fuel held at the
Storage Facility / Group of Storage Facilities _____ under an SSA
_____.

The volume of Gaseous Fuel covered by the transaction is _____.

_____ (place) _____ (date)

_____ (signature of the authorised representative of the Storage
Customer)

STANDARD FORM

STATEMENT OF A TRANSACTION TRANSFERRING THE OWNERSHIP OF GASEOUS FUEL BETWEEN STORAGE CUSTOMERS

Acting on behalf of:

_____, as a Storage Customer under a SSA
_____ (the "Storage Customer transferring the ownership of
the Gaseous Fuel")

and

acting on behalf of:

_____, as a Storage Customer under an SSA
_____ (the "Storage Customer acquiring the ownership of
the Gaseous Fuel")

I/we hereby declare that by way of an agreement _____
a transaction has been concluded transferring the ownership of the Gaseous Fuel held in the
Storage Facility / Group of Storage Facilities _____ under an SSA
_____.

The volume of Gaseous Fuel covered by the transaction is _____.

_____ (place) _____ (date)

_____ (signature of the person authorised to represent the Storage
Customer transferring the ownership of the Gaseous Fuel)

_____ (signature of the person authorised to represent the Storage
Customer acquiring the ownership of the Gaseous Fuel)

STANDARD FORM

**STATEMENT OF A TRANSACTION TRANSFERRING
RIGHTS TO STORAGE CAPACITY FROM THE STORAGE
CUSTOMER ONTO THE TRANSFEREE**

Acting on behalf of:

_____, as the Storage Customer under the SSA
_____ (“Storage Customer”)

and

acting on behalf of:

_____ (“Transferee”)

we hereby declare that, by way of an agreement
_____, a transaction has been concluded
transferring the rights to the Storage Capacity held by the Storage Customer onto the
Transferee (“Transaction”). The transaction relates to rights to Storage Capacity held by the
Storage Customer under the aforementioned SSA, which provided for the storage of Gaseous
Fuel at the Storage Facility / Group of Storage Facilities
_____.

The transaction provides for the transfer of the rights to the Storage Capacity as follows:

_____.

_____ (place) _____ (date)

_____ (signature of the authorised representative of the Storage
Customer)

_____ (signature of the authorised representative of the Transferee)

STANDARD FORM

STATEMENT OF THE ACCEPTANCE OF THE OBLIGATIONS UNDER THE STORAGE SERVICES AGREEMENT

Acting on behalf of _____ (the "Transferee"), in connection with the declaration dated _____ concerning a transaction transferring the rights to the Storage Capacity from _____, as the Storage Customer, onto the Transferee, I hereby declare that I accept the obligations under the SSA _____.

_____ (place) _____ (date)

(signature of an authorised representative of the Transferee)