GAS STORAGE POLAND

THE TERMS AND CONDITIONS
OF THE STORAGE SERVICES PLATFORM

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

CONTENTS

1. Definitions

The capitalised terms used in these SSP Terms and Conditions shall have the meaning as defined below.

ACER Code	Unique identifier assigned to market participants in connection with their registration with CEREMP in accordance with Article 9 of REMIT;
Act on the National Court Register	the Act of 20 August 1997 on the National Court Register (for consolidated text see: Dz.U.2023.685, as amended);
Agency for the Cooperation of Energy Regulators (ACER)	The Agency for the Cooperation of Energy Regulators established by Regulation (EC) No 2009/942 of the European Parliament and of the Council;
Allocation Price	The price resulting from the Bid, which, following to the outcome of an Auction guaranteed full or partial allocation of Storage Capacity, such price is applied in settlements with the Storage Customer with respect to the allocated Storage Capacity covered by that Bid;
Application for a SSA (Application)	an application submitted in the course of the Application Procedure according to the terms set out in the Storage Code, to obtain the allocation of Storage Capacity offered in that procedure and conclude a SSA;
Application Procedure	the procedure for concluding a SSA based on an Application, under which the Applicant may submit an Application to obtain Capacity Allocation and conclude a SSA, as set forth in the Storage Code;
Auction	procedure for allocating Storage Capacity through an auction procedure, as set forth in the Storage Code, which results in the execution of a SSA;
Bid	a bid made by a SSP User under the Auction procedure on behalf of the Storage Customer in order to obtain allocation of the Storage Capacity offered under that procedure, and to conclude a SSA, conforming to the conditions set forth in these SSP Terms and Conditions;

Bundled Unit	a portion of the Working Volume together with the corresponding Withdrawal Capacity and Injection Capacity, offered jointly to Storage Customers by the SSO, with the specific volumes of and respective proportions being set forth in the Technical Specifications for a given GSF or Storage Facility;
Business Day	any day from Monday to Friday, other than a statutory holiday in the Republic of Poland, as defined in the Non-working Days Act of 18 January 1951 (for consolidated text see Dz.U.2020.1920);
Capacity Allocation	allocation of Storage Capacity in the Auction procedure or in the Application Procedure following to the processing of a Bid or Application, as applicable, according to the terms set out in the Storage Code;
Capacity Limit	amount of Storage Capacity offered in the given Auction or a given Application Procedure;
Centralised European Registry for Energy Market Participants (CEREMP)	a system for the registration of market participants in accordance with Article 9(2) of REMIT;
Cluster	a predefined time window in the Application Procedure for which the type of the SSA to be concluded and the purpose of Storage Services that can be applied for at that time have been determined, together the method according to which the Applications will be considered, including the allocation algorithm and how the Applications will be grouped for Capacity Allocation purposes; *Note: The Application Procedure can be divided into several Clusters or contain only one cluster. For each Cluster the allocation of Storage Capacity may be made according to different principles.*
EIC Code	The EIC (Energy Identification Coding Scheme) code used in the European electricity and gas markets to identify Entities, entry or exit points, market areas, sources and locations in the course of digital exchange of information;
Electronic Services Act (ESA)	Act of 18 July 2002 on providing services by electronic means (for consolidated text see: Dz.U.2020.344, as amended);

Energy Law Act	the Energy Law Act of 10 April 1997 (consolidated text: Dz.U.2022.1385, as amended);
Entity	a natural or legal person, as well as an entity not having legal personality but having legal capacity;
First-Come-First-Served Principle (FCFS Principle)	a Capacity Allocation principle according to which Storage Capacity is allocated to individual Storage Customers according to the order of submission of their Applications, subject to the provisions of the Storage Code;
Framework SSA	a SSA establishing the conditions for the execution of Short-Term SSAs or Long-Term SSAs thereunder;
Gas Day	a period from 6:00 am on a given day until 6:00 am of the following day; *Note: in the SSP, Gas Day is indicated as the period from 6.00 a.m. of a given day to 5.59 a.m. of the following day, which, however, is only relevant for technical reasons, as the Storage Service is provided until the end of the Gas Day, i.e. until 6.00 a.m. according to the Storage Code*;
GDPR	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 (General Data Protection Regulation) (OJ L.2016.119, p. 1, as amended);
General Terms and Conditions of the Storage Services Agreement (GTC)	the General Terms and Conditions of a Storage Services Agreement, as published on the SSO's website;
Group of Storage Facilities	Storage Facilities grouped together so as to enable their combined operation as a group in terms of: • determination and offering of Storage Capacity by the SSO, • definition of common parameters of Gaseous Fuel withdrawal and injection, • existence of dedicated PWY_{SSO} and PWE_{SSO} exit and entry points established in accordance with the TNC;
KRS	National Court Register;

Long-Term SSA	a SSA entered into for a term of 1, 2, 3 or 4 consecutive Storage Years, and the in case of a GSF Kawerna for a term of either 1, 2, 3 or 4 consecutive Storage Years or a term of 12, 24 36 or 48 consecutive Gas Months, which do not correspond to Storage Years;
Long-Term Storage Service	a Storage Service provided on the basis of a Long-Term Storage Services Agreement;
Minimum Price	the rate of charge for the provision of the Storage Service, determined in accordance with the applicable Tariff;
Online Information Exchange Portal (OIEP)	Online Information Exchange Portal which is accessible to Storage Customers through the IPI;
Online Information Platform (OPI)	the SSO's web site for the publication of information;
Price	the charge rate for the provision of the Storage Service as specified in the Bid, equal to or higher than the Minimum Price;
Pro-rata Principle	a Capacity Allocation principle according to which Storage Capacity is allocated to individual Storage Customers in proportion to the amount of requested Storage Capacity in case when it is not possible to accept all the Applications due to the limited availability of Storage Capacity, or in proportion to the amount of Storage Capacity indicated in the Bids made in the Auction, subject to the provisions of the Storage Code;
Regulation (EC) No 715/2009	Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005 (OJ L.2009.221.36, as amended);
Short-Term SSA	a SSA entered into for a term shorter than 12 Gas Months, i.e. for a term ranging from 1 to 11 consecutive Gas Months, or for a term of 7, 14 or 21 consecutive Gas Days, or for 1 Gas Day;
Short-Term Storage Service	a Storage Service provided on the basis of a Short-Term Storage Services Agreement, with the exception of Intraday Storage Service which may be provided on the basis of an Intraday SSA, Long-Term SSA or Short-Term SSA;

SSP Terms and Conditions	the present terms and tonditions defining the rules for using the Storage Services Platform, in particular for concluding SSAs through the SSP, as published on the SSO's website;
SSP User	a natural person registered in the SSP and authorised to perform actions on the SSP on behalf of an Entity registered in the SSP, in accordance with the powers granted to the Entity by the SSO, including the right to take actions in the course of an Auction procedure and the Application Procedure on behalf and for the benefit of a Storage Customer, including the conclusion of a SSA;
Storage Capacity	a part of or the whole of the Injection Capacity, Working Volume or Withdrawal Capacity offered jointly or on an unbundled basis in accordance with the Specifications of a given Storage Facility or GSF;
Storage Code	the current Storage Code, as published on the SSO's website;
Storage Customer	an individual or a legal entity as well as an organizational entity without a legal personality but having legal capacity which uses Storage Services under a SSA; the TSO is also a Storage Customer to the extent that it uses a Storage Facility or a GSF for other purposes than the performance of the TSO's duties.
Storage Facility (SF)	an installation used for the storage of Gaseous Fuel, including an underground natural gas storage facility and linepack capacity, owned and/or operated by an energy company, including the part of the liquefied natural gas facility used for storage, excluding the part of the facility used for production operations and the plant used exclusively for the performance of the TSO's duties;
Storage Service	the service provided by the SSO to Storage Customers whereby the SSO offers a specific Storage Capacity for the following purposes: (i) the injection of Gaseous Fuel into a Storage Facility or a GSF, or (ii) use of the Working Volume of a Storage Facility of a GSF by Storage Customers for the purpose of storing the injected Gaseous Fuel, or (iii) the withdrawal of Gaseous Fuel from the Storage Facility or a GSF;
Storage Services Agreement (SSA)	the agreement for the provision of Gas Storage Services entered into between a Storage Customer and the SSO in accordance with the Storage Code;

Storage Services Platform (SSP)	an ICT system built, operated and maintained by the SSO, which supports the process of concluding SSAs through the Auction procedure and the based on the Application for a SSA;
Storage System Operator (SSO)	the storage system operator referred to in Article 3(26) of the Energy Law Act, i.e. Gas Storage Poland sp. z o.o. with its registered office in Dębogórze;
Tariff	a set of prices and charges and the underlying conditions put into effect as applicable to the settlements between the SSO with the Storage Customer.

To the extent they are not regulated above or further below in these SSP Terms and Conditions, the capitalized terms used herein shall have the meaning given thereto in accordance with the Storage Code.

2. Scope and legal basis for the SSP Terms and Conditions

2.1. The SSP is a primary market platform where Storage Capacity is offered and allocated directly by the SSO.

2.2. The SSP Terms and Conditions specify the rules concerning the registration in the SSP and using its functionalities, in particular the rules of participation through the SSP in the process of concluding SSAs through the Auction procedure and through the procedure based on the Application for a SSA.

2.3. These SSP Terms and Conditions have been drawn up on the basis of Article 8 of the ESA also include provisions required under Article 8(3) of the ESA, which specify:

2.3.1. types and scope of services provided by electronic means on the SSP;

2.3.2. terms and conditions of providing services by electronic means on the SSP, including technical requirements for the interoperability with the ICT system used by the TSO, and the prohibition on the provision of unlawful content by SSP Users;;

2.3.3. the conditions for the conclusion and termination of agreements for the provision of electronic services on the SSP;

2.3.4. principles of personal data processing on the SSP;

2.3.5. procedure for submission and processing of comments or objections reported by an Entity or SSP User, concerning the use of the SSP, as referred to in Article 8 paragraph 3 point 4) of the ESA.

2.4. The legal basis for the introduction of the SSP Terms and Conditions is established in the provisions of the Storage Code as well as generally applicable of law, including in particular the provisions of the Energy Law Act, related implementing acts issued and Regulation (EC) No. 715/2009.

2.5. To the extent not regulated in the provisions of these SSP Terms and Conditions, the provisions of the Storage Code and the GTC shall apply to the procedures carried out by the means of the SSP.

2.6. These SSP Terms and Conditions have been drafted taking into account the guidelines and recommendations of the Agency for the Cooperation of Energy Regulators (ACER) concerning good practices of storage system operators.

2.7. The OIP website contains a link to the SSP website, where these SSP Terms and Conditions and all information necessary to use the SSP are available. Information about new Auctions and Application Procedures will also be posted each time on the OIP.

2.8. These SSP Terms and Conditions have been drafted in Polish and translated into English. The Polish language version of these SSP Terms and Conditions shall be binding and the English language version shall only serve for information purposes.

2.9. In the event of any conflict between these SSP Terms and Conditions and the Storage Code, the provisions of the Storage Code shall prevail.

3. General rules for the use of the SSP

3.1. The SSP is an IT tool that enables the following:

    3.1.1. registration of the Entity in the SSP,

    3.1.2. creation of the accounts of SSP Users acting on behalf of the Entity on the SSP,

    3.1.3. participation in the procedures for concluding the SSA through an Auction or based on an Application for a SSA, including the conclusion of the SSA through the SSP,

according to the principles detailed in further parts of these SSP Terms and Conditions.

3.2. The scope of the Entity's rights to use particular functionalities of the SSP depends on the fulfilment of formal and technical requirements set forth in the SSP Terms and Conditions, and specifically:

    3.2.1. Access to the basic functionalities of the SSP requires registration of the Entity in the SSP, which involves the creation of accounts in the SSP for the SSP Users authorized by the Entity to act on its behalf, in accordance with clause 4 of these SSP Terms and Conditions.

    3.2.2. Using the SSP functionalities enabling the conclusion of a SSA, i.e. the auction module and the Application Procedure module, is subject to meeting additional requirements specified in these SSP Terms and Conditions and in the Storage Code and the GTC, in particular the conclusion of a Framework SSA.

3.3. As regards technical requirements, access to the Internet and a web browser are required to use the SSP functionalities.

3.4. Subject to clause 3.5 below, the SSP enables the conclusion of the SSA by way of declarations of will made in electronic form, i.e.:

    3.4.1. Declarations of will made by SSP Users on behalf of the Storage Customer during the Auction, as set out in the Bid, as well as the declarations of the SSO concerning the outcome of the Auction and confirmation of the conditions of the SSA concluded through the Auction procedure;

    3.4.2. declarations of will made by SSP Users on behalf of the Storage Customer in the Application Procedure, as set out in the Application and its possible modifications made through the SSP, including a declaration on the amount of Storage Capacity accepted by the Storage Customer under a given Application, as well as the declarations of the SSO concerning the outcome of the Application Procedure and confirmation of the terms and conditions of the SSA concluded under the Procedure.

3.5. The conclusion of a SSA in the Application Procedure shall be effected through the exchange of the SSA document in electronic form, bearing a qualified electronic signature between the parties, and when the transmission of the agreement with the qualified electronic signature proves impossible, by through the exchange of documents with signatures in writing.

3.6. For documentation purposes, the SSO may archive all documents relating to the actions referred to in clause 3.4 and 3.5 above, as well as other actions taken on the SSP such as registration in the SSP, both in electronic form (on digital information carriers) as well as in the form of paper printouts of the aforementioned documents submitted in electronic form (such as Bids, Applications for a SSA, confirmation of the conditions of an SSA concluded through the Auction procedure or the Application Procedure, etc.).

4. Registration in the SSP

4.1. The registration of an Entity in the SSP and creation of accounts for SSP Users do not require prior conclusion of a SSA.

4.2. In order to register in the SSP, the Entity should visit the SSP website, download the documents required for registration and send the following via e-mail to platforma.usum@gas-storage.pl providing: a scan of filled-in application for the registration of the Entity in the SSP, drawn up on the form available on the SSP website and signed by duly authorized representative(s) of the Entity, including, inter alia, the following statements, data and attachments required for the registration:

4.2.1. company name, address, country, website and e-mail address of the Entity;

4.2.2. provide at least one of the following details of the Entity:

4.2.2.1. indication that the Entity has the status of a Storage Customer, or

4.2.2.2. EIC code of the Entity, or

4.2.2.3. ACER code of the Entity.

4.2.3. a statement of the Entity on the acceptance of the SSP Terms and Conditions and undertaking to comply with the same;

4.2.4. the data of each of the SSP Users nominated by the Entity who will be authorised to use the SSP functionalities on behalf and for the benefit of the Entity, and specifically: name and surname, e-mail address allowing for the identification of the SSP User's personal data, contact telephone number;

4.2.5. scans of statements made by each of the nominated SSP Users confirming their acceptance of the SSP Terms and Conditions and their undertaking to observe the same, including the obligation to promptly inform the SSO about a change of any details of the Entity or the SSP User introduced to the SSP, substantially in the form of the template available on the SSP website;

4.2.6. scans of powers of attorney granted by the Entity to perform activities related to the Entity's registration in the SSP, substantially in the form of the template available on the SSP website;

4.2.7. scans of the powers of attorney granted by the Entity to SSP Users to undertake the necessary actions on behalf of the Entity in order to meet the prerequisites for the use the SSP functionalities, specifically to enable the conclusion of a SSA in the Auction procedure or based on the Application, as well as to incur liabilities by placing binding Auction Bids, and to conclude a SSA in the Auction

procedure, and to submit Applications and declarations of will as to the acceptance or rejection of Capacity Allocation under the Application Procedure and to conclude a SSA in the Application Procedure, as well as to undertake other activities related to the participation of the Entity in the procedures carried out through the SSP, substantially in the form of the template available on the SSP website;

4.2.8. scan of a current extract from the National Court Register (KRS) or information extracted from the Central Information of the National Court Register pursuant to Article 4(4aa) of the Act on the National Court Register, or the scan of another equivalent document issued pursuant to the regulations in force in the country of the registered office of the Entity, confirming that the statements and powers of attorney submitted as part of the Entity's registration in the SSP have been signed by a person or persons authorised to represent the Entity;

4.3. In the case of the submission of scans of documents in a language other than Polish, the Entity shall also send a scan of their translation into Polish prepared by a sworn translator, entered on the list of sworn translators maintained by the Minister of Justice.

4.4. In case when scans of official documents issued by foreign authorities and institutions are submitted, the scanned documents should include an official certification of their legality (Apostille clause or other form of official document certification provided for by the law).

4.5. In order to properly register in the SSP, the Entity should nominate at least one (1) SSP User and no more than five (5) SSP Users acting on its behalf and for its benefit.

4.6. As part of the verification of data of an Entity, the SSO may request the Entity, via e-mail, to send original documents submitted by the Entity in the form of scans, or to supplement any formal deficiencies preventing the registration of the Entity in the SSP. The correction of formal deficiencies and the submission of the originals of the documents to the SSO should take place within **4 Business Days** from the date of receipt by the Entity (or the SSP User representing the Entity) of the request for correction of deficiencies or submission of original documents.. Instead of the originals, the Entity may submit officially certified copies of the required documents to the SSO. The request to deliver the original document is not applicable when the Applicant has provided, via the SSP, a document issued in electronic form, confirmed with a qualified electronic signature by its author(s).

4.7. After verifying the data provided by the Entity, the information confirming the correct registration of the Entity in the SSP and the creation of SSP Users' accounts shall be sent by the SSO to the e-mail addresses of the Entity and SSP Users indicated during registration, and the logins and access passwords to these accounts shall be sent to the e-mail addresses of SSP Users.

4.8. The Entity shall be obliged to update its data, including the data of the SSP Users representing it, by sending a scan of the application for revision of the SSP User's data, signed in accordance with the representation of the Entity and drawn up on the form available on the SSP website by e-mail to the address: platforma.usum@gas-storage.pl.

4.9. The data of the SSP User may also be revised at the initiative of the SSP User, by sending a scan of the SSP User's application for the update of his/her data or the deactivation of his/her account in the SSP, drawn up on a form available on the SSP website, such application to be sent by e-mail to the address: platforma.usum@gas-storage.pl

5. Access to the auction module and to the Application Procedure module

5.1. The SSP functionalities enabling SSP Users to participate in Auctions and submission of Applications for a SSA under the Application Procedure are available to Entities that have concluded a Framework SSA according to the principles set forth in the Storage Code (have the status of a Storage Customer) and have been registered in the SSP in accordance with clause 4..

5.2. In case of a Storage Customer that is a party to a Framework SSA at the time of registration in the SSP, the auction module and Application Procedure module in the SSP shall be available for such a Storage Customer immediately after the correct registration referred to in clause 4 of the SSP Terms and Conditions 4 is completed.

5.3. In the case of Entities which, at the moment of their registration in the SSP, do have not yet concluded a Framework SSA, the application for a Framework SSA should be submitted in writing in accordance with section 3.2 of the Storage Code. An Entity interested in concluding the SSA based on an Application or through the Auction procedure should submit an application for a Framework SSA sufficiently in advance before the dates of the Application Procedures resulting from these Storage Code or the dates of Auctions resulting from the schedules announced by the SSO, so that the SSO is able to consider the application for a Framework SSA, and the Entity may obtain the status of a Storage Customer and participate in these procedures.

5.4. In the event when the Framework SSA is not concluded between the Entity and the SSO within three (3) months from the date the Entity that is not a party to Framework SSA receives information from the SSO confirming its correct registration in the SSP, the Entity shall lose the status and rights of the Entity registered in the SSP and the accounts of the SSP Users authorized by the Entity shall be deactivated. If on the last day of the time limit specified above the application of the Entity to conclude a Framework SSA is still being processed, the time limit shall be extended until the SSO considers the application to conclude the Framework SSA. The time limit referred to above may be extended once.

5.5. Storage Customers that are parties to a Framework SSA may conclude, prior to the Auction procedure and the submission of an Application for a SSA, an agreement with the SSO, on the basis of which the SSO will undertake, in case when a SSA is concluded as a result of the Auction procedure or the Application Procedure, to submit reports to ACER and national regulatory authorities (at the request of these authorities) with information on the amount of natural gas kept in storage by that Storage Customer at the end of the Gas Day, as referred to in Article 9(9) of the Commission Implementing Regulation (EU) No. 1348/2014.

5.6.   SSP Users acting on behalf of the Storage Customers that are parties to a Framework SSA shall have access, through the SSP, to the standard forms of documents required for participation in the Auction and in the Application Procedure, and may send documents to meet the prerequisites for participation in the Auction or Application Procedure through the SSP.

6.   Auction Procedure

6.1.   The Auction comprises a single bidding round lasting from thirty (30) minutes to two (2) hours.

6.2.   The exact duration, and starting and ending times of the Auction shall be given by the SSO in the announcement referred to above in section 2.9.8.2 of the Storage Code.

6.3.   A Storage Customer participating in an Auction shall not be informed of the identity of other Storage Customers taking part in the Auction.

6.4.   To create a Bid in the Auction, the SSP User shall enter the content items of the Bid, as required by the SSP, in the fields of the SSP dialog box used for the submission of Bids.

6.5.   Once the Bid is approved in the SSP by the SSP User during the Auction, it shall be effectively submitted.

6.6.   Bids may be changed during the Auction only by increasing the Price.

6.7.   Price increase is possible by editing the Bid in the SSP and shall take place by entering the amount in a dedicated dialog box of the SSP or by clicking on a dedicated button.

6.8.   In a single edition of the Bid, the minimum net amount by which the Price may be increased is one (1) PLN and the maximum net amount by which the Price may be increased is five (5) PLN.

6.9.   If the Bid is placed for the first time, the SSP suggests the Minimum Price as the first Price indicated in the Bid. A Bid submitted for the first time may indicate a Price equal to the Minimum Price or a Price equal to the Minimum Price increased in accordance with section 6.8.

6.10.   A further increase in the Price indicated in the Bid shall be possible after the acceptance of the Bid and repeated activation of Bid edition.

6.11.   The SSP shall automatically eliminate Bids from participating in the Auction, when the Bid:

6.11.1. was submitted before the designated starting time of the Auction or after the end of the Auction; or

6.11.2. indicates a Price lower than the Minimum Price; or

6.11.3. indicates an amount of Storage Capacity exceeding the Capacity Limit, or

6.11.4. indicates an amount of Storage Capacity lower than the Capacity Limit, but, when combined with the amounts of Storage Capacity indicated in other Bids placed in the same Auction on behalf of the same Storage Customer, results in the Capacity Limit being exceeded.

6.12. During the Auction, SSP Users logged into the SSP, undertaking actions on behalf and for the benefit of a given Storage Customer, have instant access, through their accounts in the SSP, to the following information concerning the position of the Bids placed by them in the ranking of Bids:

6.12.1. information that the Price ensures allocation of Storage Capacity to the full extent indicated in the Bid – status information marked in green;

6.12.2. information that the Price ensures partial allocation of Storage Capacity with respect to the amount indicated in the Bid (however, there will be no indication what part the allocation would exactly be made) – status information marked in orange;

6.12.3. information that the Price does not ensure any allocation of Storage Capacity – status information marked in red.

6.13. The above information about the position of the Bids of a given Storage Customer in the ranking of Bids is updated by the SSP on an ongoing basis.

6.14. Each of the up to three Bids submitted in the Auction by a given Storage Customer is separately considered in the ranking of Bids.

6.15. The Bid may be submitted or modified by SSP Users acting on behalf of Storage Customer, until the Auction is closed. A validly placed Bid cannot be withdrawn.

6.16. At the moment of closing the Auction, correctly submitted Bids are binding for the Storage Customers that submitted them, and are not subject to change.

6.17. If, as a result of the Auction, all the Storage Capacity available within the Capacity Limit has been allocated, Bids placed during the Auction which, due to a lower Price or insufficient Storage Capacity available in the Auction, did not participate in the allocation shall be deemed ineffective.

6.18. The total allocation of Storage Capacity made by the SSO as a result of the Auction must not exceed the Capacity Limit.

6.19. The Allocation Price for a given Storage Customer shall be the Price indicated in its Bid, which, as a result of the Auction, ensured full or partial allocation of the Storage Capacity.

6.20. The Allocation Price resulting from a given Bid shall be applied in settlements with the Storage Customer that submitted the Bid in relation to the Storage Capacity allocated in the Auction on the basis of that Bid. The principles set forth in the Storage Code shall be applied, as appropriate, to the settlements and invoicing on the basis of a SSA concluded through the Auction procedure.

6.21. If a single Storage Customer submits multiple Bids, which, as a result of the Auction, have become the basis for allocating Storage Capacity to such Storage Customer, the Allocation Prices to be applied in settlements between Storage Customer and the SSO made on the basis of a SSA concluded through the Auction procedure shall be those resulting from individual Bids, relating respectively to the amounts of Storage Capacity allocated on the basis of each of the Bids.

7. Cancellation of the Auction and closing the Auction without concluding the SSA(s)

7.1. In special cases indicated in section 3.9.22 of the Storage Code, the SSO may take the following measures:

7.1.1. cancel a planned Auction;

7.1.2. change the Auction date;

7.1.3. interrupt an ongoing Auction without conclusion (i.e. without allocating Storage Capacity and concluding a SSA);

7.1.4. reject the Bids submitted by a Storage Customer during the Auction (concerns exclusively the case indicated in section 3.9.22.3 or 3.9.22.4 of the Storage Code).

7.2. Information on the application of one of the above measures, together with a justification of the reasons for its application, shall be published by the SSO on the IPI, and communicated to the SSP Users via the SSP or by e-mail.

7.3. In the cases described above, the SSO shall not be liable towards the Storage Customer or the SSP Users.

8. Application Procedure

8.1. Information on the availability of Storage Capacity shall be published by the SSO on the OIP in accordance with clause 2.9.6 and clause 2.9.7 of the Storage Code.

8.2. Information on the individual Application Procedures shall be published by the SSO on the OIP in accordance with clauses 2.9.9 and 2.9.10 of the Storage Code.

8.3. The SSO shall carry out a separate Application Procedure to make available Firm Storage Services, and a separate Application Procedure to make available Interruptible Storage Services. The SSO shall carry out a separate Application Procedure for a Storage Facility or a Group of Storage Facilities.

8.4. The SSO may carry out a separate Application Procedure to offer Long-Term Storage Services, and a separate Application Procedure to offer Short Term Storage Services. The SSO may also combine Long-Term and Short Term Storage Services in a single Application Procedure, but in such case the SSO shall indicate the date by which it is possible to submit Applications for Long-Term Storage Services and the date by which it is possible to submit Applications for Short Term Storage Services (separate Clusters will be indicated within a single Application Procedure, in which it will be possible to submit Applications for individual products).

8.5. The Application Procedure carried out on the SSP shall not apply to the conclusion of Day-Ahead SSAs. The Day-Ahead SSAs shall be concluded in accordance with the provisions of the Storage Code.

8.6. In the course of the Application Procedure, the Entity may only submit Applications for those Storage Services that have been offered under a given Application Procedure. If the Capacity Allocation for the full amount of Storage Capacity indicated in the Application it is not possible, the Application shall be the basis for a partial Capacity

Allocation, subject to clauses 8.23 and 8.26, which provide for the Entity's discretion in this respect.

8.7. The application shall be submitted through the SSP where the SSP User shall enter the relevant data in the SSP dialog boxes or selects (ticks) appropriate options (buttons), with enclosing the scans of the required documents being in the SSP (in PDF format).

8.8. The Application may be submitted by the SSP User only during the Application Procedure and through the SSP. Applications submitted outside the SSP will not be considered.

8.9. During the Application Procedure, the SSP User may modify the Application saved in the SSP or withdraw it from the SSP, until the Application is submitted, which is done by clicking the appropriate button in the SSP (at which point the Application obtains the "submitted" status). The SSP User may also attach further documents to the Application, also after its submission.

8.10. One Application may only concern one selected type of product and solely one purpose: (1) for commercial purposes, or (2) for mandatory stocks purposes. The decision to submit an Application, should take into account that the submission of another Application will not be possible if, as a result of this, the total amount of Storage Capacity covered by all the Entity's Applications submitted in the Application Procedure exceeded the Capacity Limit. The SSP shall automatically disable the possibility of submitting an Application that exceeds the Storage Capacity covered by the Application Procedure. The Entity shall have the possibility of submitting an Application with differed provision of the Long-Term Storage Service, provided the continuity of service is maintained in accordance with the requirements of the Storage Code with respect to other Applications submitted and accepted under the same Application Procedure. The Entity may therefore, for example, submit one application for Long-Term Storage Service for mandatory stocks purposes for the initial period (e.g. the first two years) and a second application for the following period for commercial purposes (the third year), and if both Applications are accepted, the requirement to maintain the continuity of service will be met. Applications that do not ensure the continuity of Storage Services shall be rejected (e.g. where the Application covers only the third year when the Long-Term Storage Services are to be provided for commercial purposes but there are no other Applications of the same Entity for the first two consecutive years when the Storage Services are to be provided).

8.11. For each Application submitted under the Application Procedure, if such Application is accepted and any Storage Capacity is allocated to the Entity, a separate SSA shall be concluded, unless otherwise agreed between the Parties. Accordingly, as a result of a single Application Procedure, the Entity may choose to conclude one or more SSAs or not to conclude any SSA, if none of its Applications are at least partially accepted or when the Entity rejects the Storage Capacity allocated to it in the course of the Allocation Procedure (see clauses 8.23.3 and 8.26.3).

8.12. Multiple SSP Users may submit Applications in the SSP on behalf of a single Entity. All Applications shall be considered as the Applications of a single Entity, regardless of the submitting SSP User. All Applications of a given Entity aggregated together must

not exceed the Storage Capacity (Injection Capacity, Working Volume or Withdrawal Capacity) made available under the given Application Procedure (i.e. must not exceed the Capacity Limit), and must be submitted in accordance with the principles set out in the Storage Code. The SSP shall automatically disable the possibility of submitting an Application that exceeds the Storage Capacity covered by the Application Procedure.

8.13. Attached to the Application should be:

8.13.1. the declarations referred to in clauses 3.3.1.4.1 and 3.3.1.4.2 of the Storage Code – in the form of digital files with qualified electronic signature, or in the form of a scan, subject to clause 1.11.6 of the Storage Code,

8.13.2. scans of the other documents indicated in clause 3.3.1.4 of the Rules,

provided that the SSO may request the Entity, either through the SSP or by email, to send the originals or officially certified copies of the documents submitted by the Entity in the form of scans, within 5 Business Days of receiving such request. This does not apply in case when the original document was drawn up in electronic form with a qualified electronic signature.

8.14. The Application shall be assigned the appropriate status in the SSP:

8.14.1. "**saved**" – an Application created and saved in the SSP; such an Application may be modified by the SSP User until the end of the Application submission period under a given Application Procedure (or, as appropriate, within a given Cluster);

Note: Saving an Application in the SSP is not tantamount to submitting an Application;

8.14.2. "**submitted**" – an Application created and saved in the SSP was subsequently submitted by the SSP User by clicking the appropriate button in the SSP ("Submit Application");

8.14.3. "**to be corrected**" – an Application submitted in the SSP, which was referred by the SSO for correction or supplementation. The Application referred for correction or supplementation may be modified by the SSP User until the end of the Application submission period under a given Application Procedure (or, as appropriate, within a given Cluster). The SSP User may also attach additional documents to such Application, by way of supplementing the deficiencies of the Application, even if the Application submission period referred to above has already expired;

Note: An Application that has been granted the status "to be corrected" has to be resubmitted following its correction or supplementation (it has to obtain the status "submitted" again).

8.14.4. "**approved**" – An application submitted in the SSP which has been verified for compliance with the requirements set out in the Storage Code and SSP Terms and Conditions, and has been formally approved by the SSO. Such an Application takes part in the further Application Procedure (in the allocation of Storage Capacity).

8.15. An Application that does not meet the formal requirements provided for in the Storage Code or in these SSP Terms and Conditions is given the status "to be corrected". In such case, the SSP User receives, through the SSP or by e-mail, a request to correct or complete the Application, indicating which elements of the Application need to be corrected or supplemented, with a deadline to complete the relevant deficiency in accordance with clause 3.7.6 or 3.8.7 of the Storage Code. The removal of any deficiencies and possible editing of the application shall take place through the SSP, except when the SSO requests the Entity to submit the originals of the documents or their officially certified copies.

8.16. Applications that are incorrectly submitted, incomplete or contain other deficiencies which cannot are not removed by the Storage Customer within the time limit set by the SSO will be rejected and will not be considered in further Application Procedure. When the deficiencies of the Application cannot be made up for, the SSO shall reject the Application without calling for the deficiencies to be completed. The SSO shall inform the Entity of the rejection of the Application and the reasons for it through the SSP and by e-mail. An application that has been registered in the SSP (obtained the "registered" status) but has not been submitted (has not obtained the status "submitted") shall not take part in further Application Procedure.

8.17. Subject to clause 8.18 below, any modifications to the Application in the SSP may be made by the SSP User until the submission of the Application, but in any case not later than on the last day of the submission of Applications under a given Application Procedure (and, as applicable, the last day of the submission of Applications under a given Cluster).

8.18. The Application with the status "to be corrected" may be supplemented by the SSP User with the missing documents also after the last day for the submission of Applications under the given Application Procedure (or, as applicable, under a given Cluster). The deficiencies should be rectified within a time limit set in accordance with clauses 3.7.6 or 3.8.7 of the Storage Code. An Application that has been granted the status "to be corrected" has to be resubmitted following its correction or supplementation (it has to obtain the status "submitted" again).

8.19. The SSO shall review all the requests from a given Entity together, verifying in particular the feasibility of providing the service and its continuity.

8.20. The Capacity allocation in the SSP shall take place in accordance with the applicable principles and according to the order of Storage Capacity allocation applicable to the Application Procedure, as defined in the Storage Code.

8.21. By submitting an Application under the Application Procedure, the Storage Customer acknowledges and accepts that in the event of limited availability of Storage Capacity that makes it impossible for all the Applications to be accepted under the Procedure, the Storage Customer may be offered a partial Capacity Allocation, comprising smaller quantities of such Storage Capacity than those indicated in the Application, or it may be granted no Storage Capacity at all, in accordance with the principles set out in the Storage Code and these SSP Terms and Conditions.

8.22. After the end of the Application submission period under a given Application Procedure (or, as appropriate, within a given Cluster) and the formal verification of the Applications

by the SSO, the SSP performs an initial Capacity Allocation. Information about the initial Capacity Allocation shall be displayed in the SSP under the Application line that relates to a given period (a given Cluster). SSP Users acting on behalf of a given Storage Customer are provided with a preview of the initial Capacity Allocation in the SSP for the whole period in which Storage Services are to be provided according to the Application.

8.23. After the publication of the initial Capacity Allocation in the SSP, the Storage Customer that obtained all or part of the requested Storage Capacity, may take the following decisions by clicking the appropriate button in the SSP:

8.23.1. "<u>**Accept the allocation**</u>" – By clicking this button the Storage Customer accepts the allocation of Storage Capacity in the amount resulting from the initial Capacity Allocation and renounces the participation in a potential second round. At this point, the Capacity Allocation to a given Storage Customer shall become final, subject to the terms concerning Bundled Units allocated in the draw procedure and the requirement of continuity of the provision of Storage Services referred to in section 3.5.4 of the Storage Code.

8.23.2. "<u>**Accept the allocation and wait**</u>" – By clicking this button the Storage Customer accepts the Capacity Allocation in the amount resulting from the initial Capacity Allocation but continues to participate in the Application Procedure, waiting for the potential opportunity of have further Storage Capacity allocated to it, up to the amount of Storage Capacity indicated in the Application, when other Entities do not accept from their first initial Capacity Allocations, subject to clause 8.24 below.

8.23.3. "<u>**Reject the allocation**</u>" – By clicking this above button, the Storage Customer rejects the allocation of Storage Capacity in the amount resulting from the initial Capacity Allocation and, in order to confirm its decision, is at the same time required to indicate in an additional field the reason for rejecting the Capacity Allocation in that amount, provided that:

8.23.3.1. **The Storage Customer may also indicate in this field a different amount of Storage Capacity that it accepts** (lower than that amount resulting from the initial Capacity Allocation. Such declaration is tantamount to accepting the Capacity Allocation in the smaller amount indicated by the Storage Customer and renouncing the participation in a potential second round of Storage Capacity allocation;

8.23.3.2. **If the Storage Customer, by selecting "Reject the allocation" button, indicates in the additional field a lower amount of Storage Capacity with respect to one or more of the periods applied for** (i.e. periods in which the Storage Service is to be provided, as indicated by the Storage Customer in the Application), then the final Capacity Allocation for this one or more of the periods indicated will comprise the lower amount of Storage Capacity indicated by the Storage Customer, and for the remaining periods covered by the Application, it will **comprise** the amount of Storage Capacity resulting from the initial Capacity Allocation, subject to the regulations concerning Bundled Units allocated through a draw procedure. In such a case, with respect to the periods for which no lower amount of Storage Capacity satisfactory to the Storage Customer has been indicated in the additional field, it is

deemed that the Storage Customer accepts the amount of Storage Capacity resulting from the initial Capacity Allocation;

8.23.3.3. **If, when reducing the amounts of Storage Capacity with respect to one or more of the periods covered by the Application, the Storage Customer wants to reject in full the Capacity Allocation for anyone or the other periods**, this should be clearly indicated by entering zero for that period. In doing so, the Storage Customer should take into account the requirement of **continuity** of the provision of Storage Services, as provided for in section 3.5.4 of the Storage Code;

8.23.3.4. In the cases indicated in clauses 8.23.3.1 – 8.23.3.3 above, the Capacity Allocation to a given Storage Customer of the smaller amount of Storage Capacity indicated by the Storage Customer shall then become final, subject to the regulations applicable to Bundled Units allocated through a draw procedure and subject to the requirement of continuity of the provision of Storage Services referred to in section 3.5.4. of the Storage Code;

8.23.3.5. When the Storage Customer has rejected the initial Capacity Allocation and has not indicated a different, lower amount of Storage Capacity it accepts in a separate field in the SSP, this shall be tantamount to withdrawing the Application in full and renouncing the participation in the Application Procedure.

8.24. When the Entities that have obtained 100% of the Storage Capacity applied for by them under the initial Capacity Allocation select the option provided for in clause 8.23.2 ("Accept the allocation and wait"), such selection shall be identical to the selection of the "Accept the allocation" button. Such Entities may not participate in a potential second allocation round or obtain more Storage Capacity than requested.

8.25. The choice referred to in clause 8.23.3 ("Reject the allocation") may be made both by the Entities that in the initial Capacity Allocation have been offered only a part of the requested Storage Capacity, and the Entities that upon the initial allocation obtained 100% of the Storage Capacity they applied for. In both cases, the Storage Customer may indicate a different, lower amount of Storage Capacity it accepts or not indicate any amount it accepts, which shall be tantamount to withdrawing the Application in full and renouncing the participation in the Application Procedure.

8.26. Any Storage Capacity that has been released during the first round of Capacity Allocation as a result of the selection of the "Reject Allocation" option by (a) Storage Customer(s) shall be automatically moved on to the next round where the SSP shall reallocate the unallocated Storage Capacity, in a subsequent initial Capacity Allocation, taking into account the decisions made so far by the Entities participating in the Application Procedure. **(Note: the quantities allocated in the first and second round of Capacity Allocation will be added together). Also those Entities that have been not allocated any Storage Capacity in the first round shall take part in the second round.** The information about the second initial Capacity Allocation shall be displayed in the SSP, and the Entities that participate in that round (i.e. the Entities that selected the option referred to in clause 8.23.2 "Accept the allocation and wait" and the Entities that did not obtain any Storage Capacity in the first round of Capacity Allocation, and have been allocated Storage Capacity by the SSP in the second round), may choose one of the following options:

8.26.1. **"Accept the allocation"** – By clicking this button the Storage Customer accepts the allocation of Storage Capacity in the amount resulting from the second initial Capacity Allocation. At that point, the Capacity Allocation to a given Storage Customer shall become final, subject to the terms concerning Bundled Units allocated in the draw procedure and the requirement of continuity of the provision of Storage Services referred to in section 3.5.4 of the Storage Code.

8.26.2. **"Accept the allocation and wait"** – By clicking this button, the Storage Customer accepts a partial Capacity Allocation in the amount resulting from the initial Capacity Allocation but has the option of obtaining the allocation of additional Storage Capacity (up to the amount of Storage Capacity specified by the Storage Customer in the Application), which may remain unallocated after the end of the second allocation round and the conclusion by the SSO of SSAs with the other participants of the Application Procedure. When, after the end of the second round of Capacity Allocation, no Storage Capacity remains unallocated, the initial Capacity Allocation for the benefit of the Entity that selected the option "Accept the allocation and wait" shall become the final Capacity Allocation, subject to the regulations concerning Bundled Units allocated through a draw procedure and subject to the requirement of continuity of the provision of Storage Services referred to in section 3.5.4 of the Storage Code.

8.26.3. **"Reject the allocation"** – By clicking this button, the Storage Customer rejects the allocation of Storage Capacity exceeding the amount accepted in the first round of Capacity Allocation and is at the same time obliged to indicate, in an additional field, the reason for rejecting the additional Capacity Allocation, provided that:

8.26.3.1. **In that field, the Storage Customer may also indicate a different amount of Storage Capacity that it accepts** indicating the amount of Storage Capacity it would like to obtain but not lower than the amount resulting from the first initial Capacity Allocation (obtained in the first round) and not greater than the one offered in the second initial Capacity Allocation. Such indication shall be tantamount to the acceptance of the Capacity Allocation of the lower amount indicated by the Storage Customer. The Capacity Allocation for the benefit of a given Storage Customer corresponding to the smaller quantity of Storage Capacity indicated shall then become final, subject to the regulations applicable to Bundled Units allocated through a draw procedure and other cases in which, in accordance with the provisions of the Rules, the allocation of such amount of Storage Capacity would prove impossible;

8.26.3.2. **If the Storage Customer, when selecting the option "Reject the allocation", indicates a lower amount of Storage Capacity in the additional field with respect to one or more of the periods applied for**, then the final Capacity Allocation for this one or more of the periods indicated will comprise the lower amount of Storage Capacity indicated by the Storage Customer, and for the remaining periods covered by the

Application, it will comprise the amount of Storage Capacity resulting from the initial Capacity Allocation, subject to the regulations concerning Bundled Units allocated through a draw procedure and subject to the requirement of continuity of the provision of Storage Services referred to in section 3.5.4 of the Storage Code.

8.26.3.3. **If, when reducing the amount of Storage Capacity with respect to one or more of the periods covered by the Application, the Storage Customer wants to reject in full the Capacity Allocation for anyone or the other periods, this should be clearly indicated** by entering zero for that year. In doing so, the Storage Customer should take into account the requirement of continuity of the provision of Storage Services;

8.26.3.4. When the Storage Customer has rejected the initial Capacity Allocation and has not indicated another smaller amount of Storage Capacity it accepts in a separate field in the SSP, this shall be tantamount to the allocation of the amount of Storage Capacity resulting from the first round of Capacity Allocation (from the first initial Capacity Allocation) to that Storage Customer, subject to the regulations applicable to Bundled Units allocated through a draw procedure and subject to the requirement of continuity of the provision of Storage Services referred to in section 3.5.4 of the Storage Code.

8.27. For the purposes of the second round of the Application Procedure, clauses 8.24 and 8.25 shall apply, as appropriate.

8.28. All documents attached to the Application together with the signed SSA shall be automatically placed under the "Document Library" section with a link to the Application they relate to.

9. Cancellation of an Application Procedure and termination of the Application Procedure without the conclusion of a SSA

9.1. In special cases indicated in section 3.7.35 of the Storage Code, the SSO may take the following measures:

9.1.1. cancel scheduled Application Procedures;

9.1.2. change the date of the implementation of an Application Procedure or its duration;

9.1.3. terminate an ongoing Application Procedure without conclusion (i.e. without allocating Storage Capacity and concluding a SSA);

9.1.4. reject Applications submitted by Storage Customers in the course of an Application Procedure (concerns exclusively the case indicated in section 3.7.35.3 or 3.7.35.4 of the Storage Code);

9.1.5. decide to continue the Application Procedure or carry out an new Application Procedure outside the SSP, specifically by exchanging correspondence via email or conventional mail.

9.2. Information on the application of one of the above measures, together with a justification of the reasons for its application, shall be published by the SSO on the OIP, and communicated to the SSP Users via the SSP or by e-mail.

9.3. In the cases described above, the SSO shall not be liable towards the Storage Customer or the SSP Users.

10. Communication with SSP Users within the SSP

10.1. The SSP enables communication with SSP Users and exchange of information, in particular under the Auction Procedure and the Application Procedure, to the extent resulting from the implemented SSP functionalities.

10.2. Automatic messages from the SSP mail box are sent by email to the SSP User to the address indicated during registration to the SSP in case of changes in the status of the documents attached (acceptance of an attachment to Application submitted in the SSP). The SSP does not automatically inform about the change of the Application status. In order to check the status of the Application it is necessary to log in to the SSP.

10.3. Also, system messages are automatically published on the SSP, which contain information e.g. about the publication of new Application Procedures, their completion and settlement (final Capacity Allocation).

10.4. The SSO may also publish announcements on the SSP that are visible in the same place as the system messages.

10.5. Except for the case indicated in clause 10.2 above, SSP Users are not automatically informed about a new message or announcement in the SSP, and can only view them after logging into the SSP. The messages are visible in the SSP and are displayed in the order they appear.

10.6. SSP Users registered on the SSP on behalf of a given Entity shall be responsible for keeping up-to-date the email address used to contact the SSO, and for ongoing verification of the content of messages and announcements published on the SSP.

10.7. In other cases, if the SSP Terms and Conditions do not provide for communication via the SSP, the communication shall take place outside the SSP, either by email or by conventional mail.

10.8. Apart from cases when written form is required according to these SSP Terms and Conditions, the Storage Code or generally applicable regulations, by registering in the SSP, the SSP User, on behalf of themselves and the Entity they represent, agrees to communicate with the SSO via the SSP and by e-mail, including the consent to receiving documents and information related to the Auction procedure and the Application Procedure from the SSO, in particular any documents related to the conclusion of the SSA, in electronic form via the SSP, as well as the consent to the SSO's sending documents, information and notifications of making available new documents or information on the SSP to the email address indicated upon the registration to the SSP.

11. Terms of providing services by electronic means

11.1. Upon receipt by the Entity and SSP Users of the information on the correctly conducted registration referred to in clause 4.7 an agreement on the use of services provided by electronic means on the SSP shall be concluded between the Entity and the SSP Users, on one part, and the SSO on the other, including in particular the services listed in clause 3.1 and 3.4 of the SSP Terms and Conditions.

11.2. Each SSP User shall have the option to change the access password at any time by means of the password change form, which can be found in the administration panel of the SSP User profile available after logging into the SSP.

11.3. In case the SSP User forgets the access password to the SSP, she or he may create a new password. In order to do it, the password recovery option should be selected in the SSP login panel, and the on-screen messages should be followed.

11.4. The SSP User shall be required to update his or her personal data if they change.

11.5. The SSP User may not use the accounts of other SSP Users or make his or her account available to other persons.

11.6. If the SSO has legitimate concerns about the security of the SSP User's account, including but not limited to unauthorized account seizure by another person, the SSO may:

11.6.1. make the use of the account conditional on the SSP User's confirmation by appropriate documents of its credibility, including the identity,

11.6.2. temporarily limit access to particular services provided by the SSP,

11.6.3. suspend the SSP User's account for a definite or indefinite period of time.

11.7. Once the above mentioned circumstances cease to exist, the SSO shall remove the restrictions applied to the SSP User.

11.8. To deactivate the SSP User's account, the Entity or the SSP User may send a scan of the application for deactivation of the account in the SSP, prepared on a form available on the SSP website by e-mail to the address: platforma.usum@gas-storage.pl .

11.9. The Entity shall have the right to terminate the agreement on the use of services provided by electronic means on the SSP, with immediate effect at any time. The notice of termination must be given in writing or else it shall be null and void.

11.10. If the SSO concludes that the Entity or SSP User does not meet the requirements provided for in these SSP Terms and Conditions, or grossly violates their provisions, it shall have the right to deactivate the Entity's or SSP User's account.

11.11. The SSO shall inform the Entity or SSP User of the deactivation of the account by electronic means.

11.12. The SSO may terminate, with immediate effect, the agreement on the use of services provided by electronic means on the SSP in case of:

a) gross violation of the provisions of these SSP Terms and Conditions by the SSP User or the Entity,

b) unfair practices undertaken by the SSP User, including the behaviours described above in sections 3.7.35.3 or 3.9.22.3 of the Storage Code, which may compromise the proper functioning of the SSP,

c) insolvency, liquidation or dissolution of the Entity.

11.13. In the event of termination of the agreement on the use of services provided by electronic means on the SSP for the reasons described in clause 11.12, the SSO may make the re-registration of the Entity and the SSP Users nominated by the Entity in the system, or enabling the use of functionalities related to participation in the procedures of concluding the SSA through the SSP, conditional on the Entity demonstrating the implementation of appropriate mechanisms or procedures to prevent the occurrence of irregularities that caused the termination of the aforementioned agreement, or demonstrating the recovery of financial liquidity and the lack of risk of the Entity losing legal capacity or capacity to perform legal transactions.

11.14. The termination of the agreement on the use of services provided by electronic means on the SSP does not affect binding Bids and Application submitted by the Entity prior to termination of the agreement on the use of the SSP. In particular, an Application submitted on the SSP, provided that it meets the formal conditions for its examination, will participate in the Application Procedure, and in such case the communication between the parties should then take place by email (except when it is required to submit a document in writing or in other specific form), and the SSO shall have the right to address messages to the email address of the Entity indicated during the registration on the SSP, unless the Entity indicates an alternative email address. When a part of the capacity requested is allocated to the Entity, section 3.7.17 of the Storage Code shall apply, as appropriate, unless the Entity presents the SSO, either by email or by conventional mail, with a declaration on the withdrawal of its Application.

11.15. The SSO shall have the right to terminate or unilaterally change the provisions of the agreement on the use of services provided by electronic means on the SSP, subject to fourteen (14) days' notice, in particular:

11.15.1. when this is required for the adaptation of the SSP to legal regulations, or a decision issued by the competent public administration authorities;

11.15.2. in the case of development work on the SSP, implementation of new functionalities or a new IT system supporting the Storage Capacity allocation procedures;

11.15.3. due to the change in the terms and conditions of providing the Storage Services by the SSO, in particular in the case of amendments to the Storage Code concerning the mechanisms of allocating Storage Capacity applied by the SSO and the procedures for the conclusion of SSAs.

11.16. The SSP Users will be immediately informed electronically via the SSP about the termination or change of the agreement on the use of services provided by electronic means on the SSP.

11.17. The data and information concerning the SSP User and Entity will be processed by the SSO to the extent necessary also after the termination of the agreement on the use of services provided by electronic means on the SSP, in connection with the necessity of

proper performance of the concluded SSAs and the fulfilment of obligations resulting from the provisions of law.

11.18. Personal data shall be processed by the SSO in the SSP in accordance with the generally applicable legal regulations, in particular the regulations of the GDPR and the Act on Provision of Services by Electronic Means.

11.19. The SSO shall fulfil the reporting obligations laid down in Article 13 of the GDPR by making the relevant information clause available on the SSP website. The GDPR privacy notices shall also be provided to the Storage Customer as an attachment to the SSA, also with a view to being presented to the agents, employees and associates of the customers of the SSO whose data have been shared with the SSO. The Storage Customer 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.

11.20. The Entity or the SSP User may submit comments or objections in the event that it is not possible to use the SSP in accordance with the provisions of these SSP Terms and Conditions.

11.21. The comments or objections may be submitted in electronic form using the contact form, by e-mail to the following address: platforma.usum@gas-storage.pl or in writing to the registered address of the SSO. The content of the comments should include the data of the Entity or SSP User and a description of the reservations made.

11.22. The SSO shall consider comments or objections within fourteen (14) Business Days of their receipt, save that the SSO may refuse to consider comments submitted after ninety (90) Business Days of the occurrence of the reasons for the comments.

12. Transitional and final provisions

12.1. These SSP Terms and Conditions may be amended by the SSO or replaced by the SSO with new SSP Terms and Conditions in the cases indicated in clause 11.15 above. SSP Users shall be informed of any amendment to these SSP Terms and Conditions, or of the introduction of new SSP Terms and Conditions via the SSP, in accordance with clause 11.16 above. Information about the amendment may also be communicated in writing or to the User's e-mail address indicated in the SSP. Unless the SSO indicates the date from which the changes apply, the amended or new SSP Terms and Conditions shall become effective 14 days after they are made available to the User.

12.2. Within 14 (fourteen) days from the date of notification of an amendment to the SSP Terms and Conditions, or of the introduction of new SSP Terms and Conditions, the SSP User and the Entity may terminate the agreement on the use of services provided by electronic means with immediate effect.

12.3. If, within the period of fourteen (14) days from the date of being notified by the SSO through the SSP of the amendment of the SSP Terms and Conditions, or of the introduction of new SSP Terms and Conditions, the Entity does not terminate the agreement on the use of services provided by electronic means on the SSP, the

amanded or new SSP Terms and Conditions shall become an integral part of the concluded agreement on the use of services provided by electronic means on the SSP.

12.4. The scope of the available SSP functionalities will expand along with the development of the system. Until the implementation of functionalities enabling, among others, the registration in the SSP and the conclusion of a Framework SSA through the SSP, the communication of the parties in this respect shall take place using other means of communication provided for in the SSP Terms and Conditions and the Storage Code, including email.