RULES OF THE TICKETING SERVICE

Polskie Górnictwo Naftowe i Gazownictwo
Spółka Akcyjna in Warsaw

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Rules governing the provision by PGNiG S.A. of services

involving the fulfilment of delegated stockholding obligations with respect to emergency stocks of natural gas under the "Ticketing Service" Scheme

§ 1 Definitions

In these Rules and in the Contract, the following words and expressions shall have the following meanings:

1. **Selling Price** − a unit price specified in the Price List accepted by the Customer and written into the Contract at which Fuel Gas comprising the Emergency Stock is sold;
2. **Resale Price** − a price specified in the Price List accepted by the Customer and written into the Contract at which Fuel Gas comprising the Emergency Stock is resold upon expiry of the Contract;
3. **Emergency Stock Replenishment Price** − a unit price specified in the Price List accepted by the Customer and written into the Contract at which PGNiG's Fuel Gas used to replenish the Emergency Stock is paid for;
4. **Price List** − an arrangement between the Parties specifying the prices, fees, charges and penalties approved by both Parties, being an integral part of the legal relationship between them;
5. **Gas Day** − as defined in the TNC;
6. **Business Day** − as defined in the TNC;
7. **PGNiG Group** − Polskie Górnictwo Naftowe i Gazownictwo S.A. and all its subsidiaries and affiliates (both direct and indirect) within the meaning of the Polish Commercial Companies Code of September 15th 2000 (Journal of Laws of 2016, item 1578, as amended);
8. **TNC** − the existing Transmission Network Code drawn up by the Transmission System Operator and implemented under the Energy Law;
9. **Storage Facility** − a storage facility or a group of storage facilities specified in the Contract and used for holding fuel gas, including for tankless storage of natural gas, owned or operated by an energy company, except for such part thereof as is used for production purposes and except for units used exclusively to fulfil the transmission system operator duties;
10. **Contractual penalty for failure to conclude Contracts covering the entire Term of the Price List** − a penalty referred to in Section 2.6. of these Rules;
11. **Gas Month** − as defined in the TNC;
12. **Term of the Price List** − as defined in § 2 section 5 subsection i. of these Rules;
13. **Term of the Scheme** − as defined in § 2 section 2 of these Rules;
14. **Contract Term** − the term for which the Contract is concluded;
15. **Validity Period of Price List Offer** − as defined in § 2 section 5 subsection c. of these Rules;
16. **Storage System Operator (SSO)** − Gas Storage Poland Sp. z o.o., an energy company involved in the storage of fuel gas, whose duties are laid down in the Energy Law, which has been designated as the Operator by the President of URE.
17. **Transmission System Operator (TSO)** − Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A., an energy company involved in the transmission of fuel gas, responsible for network traffic in the gas transmission system, whose duties are laid down in the Energy Law, which has been designated as the Operator by the President of URE.
18. **Monthly Fee** − a fee for the Ticketing Service, specified in the Price List accepted by the Customer and written into the Contract;
19. **Compensatory Charge** − a charge referred to in § 6 section 5 of these Rules, whose amount is specified in the Price List accepted by the Customer;

20. **Charge for Option Change** − a charge referred to in § 7 section 3 of these Rules, whose amount is specified in the Price List accepted by the Customer;

21. **Charge for Model Change** − a charge referred to in § 7 section 4 of these Rules, whose amount is specified in the Price List accepted by the Customer;

22. **Compensation Fee** − a fee referred to in § 10 section 8 of these Rules, the amount of which has been accepted by the Customer in the Price List and written into the Contract;

23. **Fuel Gas** − 'natural gas' as defined in the Act on Stocks, i.e. high-methane or nitrogen-rich natural gas in any physical state, including liquefied natural gas (LNG) and compressed natural gas (CNG);

24. **Intermediary Gas Entity** − an intermediary gas entity within the meaning of the Act on Excise Duty;

25. **Energy Law** – the Polish Energy Law of April 10th 1997 (Journal of Laws of 2017, item 220, as amended);

26. **President of URE** − the President of the Energy Regulatory Office;

27. **OTC Point** − a Virtual Exit Point within the meaning of the TNC;

28. **Entry/Exit Point to/from Storage Facility** − an Entry/Exit Point on a connection to storage facilities or groups of storage facilities, whose EIC is to be provided in the Contract;

29. **Gas Year** − as defined in the TNC;

30. **Rules of Storage Services** − the currently binding Rules of Storage Services of the SSO;

31. **Force Majeure** − as defined in the TNC;

32. **SSO Tariff** − the currently binding tariff of Gas Storage Poland sp. z o.o.;

33. **Contract** − the legal relationship between the Parties covering the agreement concerning the provision of the Ticketing Service, executed in accordance with these Rules;

34. **Transmission Agreement** − a fuel gas transmission agreement concluded between PGNiG and the TSO;

35. **Storage Agreement** − a fuel gas storage agreement concluded between PGNiG and the SSO;

36. **Ticketing Service** − as defined in § 4 of these Rules;

37. **Energy Efficiency Act** − the Polish Energy Efficiency Act of May 20th 2016 (Journal of Laws of 2016, item 831, as amended);

38. **Act on Excise Duty** − the Polish Act on Excise Duty of December 6th 2008 (Journal of Laws of 2017, item 43, as amended);

39. **Act on Stocks** − the Polish Act on Stocks of Crude Oil, Petroleum Products and Natural Gas, and on the Rules to be Followed in the Event of Threat to National Fuel Security or Disruptions on the Petroleum Market of February 16th 2007 (Journal of Laws of 2017, item 1210, as amended);

40. **Emergency Stock** − Fuel Gas held in a Storage Facility as emergency stock of the Customer's natural gas in fulfilment of its stockholding obligations within the meaning of the Act on Stocks under the Ticketing Service.

§ 2 Rules of participation in the Scheme

1. These rules ("**Rules**") of the "Ticketing Service" scheme ("**Scheme**") set out the terms and conditions for the provision by Polskie Górnictwo Naftowe i Gazownictwo S.A. ("**PGNiG**") of the Ticketing Service referred to in Art. 24b section 1 of the Act on Stocks, which involves the holding of Emergency Stock in fulfilment of delegated stockholding obligations.
2. These Rules shall come into force as of their publication date and shall continue in effect indefinitely ("**Term of the Scheme**"), subject to § 2 section 11 below. As of the date of publication of these Rules, the Customer (as defined below) may request execution a Contract for the provision of the Ticketing Service, subject to § 2 section 7.
3. When used in these Rules: (i) the term "**Party**" means either PGNiG or the Customer, and (ii) the term "**Parties**" means jointly PGNiG and the Customer.

4. The following entities may participate in the Scheme (further referred to as "**Customer**"):
   a. energy companies engaged in the business of trading in natural gas with abroad, and
   b. importers of natural gas,

   - who are required to maintain emergency stocks of natural gas under the Act on Stocks.

5. For the Ticketing Service to commence, the Parties must first carry out the following sequence of actions:
   a. **[Joining the Scheme]** The Customer joins the Scheme (Participant Declaration form set out in Appendix 1 to these Rules). By joining the Scheme, the Customer accepts these Rules but has no obligation to request an offer of the Price List;
   b. **[Requesting an offer]** The Customer requests an offer of the Price List from PGNiG, specifying:
      i. the period during which the Customer intends to use the Ticketing Service ("**Term of the Price List**"). The Term of the Price List shall be equivalent to or a multiple of the period referred to in Art. 25 section 4 of the Act on Stocks, i.e. it shall cover the period of 1 (one), 2 (two) or 3 (three) Gas Years. In the case referred to in Art. 25 section 5 of the Act on Stocks, i.e. if the obligation to hold emergency stocks of natural gas arises during a Gas Year, the Term of the Price List shall cover the period from the date when the Customer's stockholding obligation arises and shall expire at the end of that Gas Year;
      ii. whether it intends for the Ticketing Service to cover all or part of its stockholding obligation specified in the decision of the President of URE over the Term of the Price List; if the Customer intends for the Ticketing Service to cover only part of its stockholding obligation, the Customer must specify the volume of the Emergency Stock as a percentage of the volume of the stockholding obligation specified in the decision of the President of URE; the percentage specified by the Customer shall be used to determine the volume of the Emergency Stock for each Gas Year of the Term of the Price List; and
      iii. option or model referred to in § 4 of these Rules to be used for the provision of the Ticketing Service over the entire Term of the Price List;
   c. **[Submitting an offer]** PGNiG submits an offer of the Price List to the Customer, setting out the applicable price rates, fees or penalties, calculated according to the specifications provided by the Customer in accordance with subsection b) above. For the avoidance of doubt, PGNiG shall have no obligation to submit an offer of the Price List to the Customer. An offer of the Price List must specify its validity period ("**Validity Period of Price List Offer**"). Together with the offer of the Price List, PGNiG shall provide the Customer with the terms and conditions of, and the time limit for, creating security in respect of payments arising under the Contract to be signed for the first Gas Year of the Term of the Price List. Prior to signing Contracts for subsequent Gas Years of the Term of the Price List, PGNiG may provide the Customer with the terms and conditions of, and the time limit for, creating security in respect of payments arising under the Contract for a given Gas Year. The permitted forms of security are set forth in § 10 of these Rules;
   d. **[Accepting the offer]** The Customer accepts the offer of the Price List during the Validity Period of Price List Offer. The Parties only allow for the offer of the Price List to be accepted as it is (without changes) and exclude the possibility of tacit acceptance in accordance with Art. 68^2 of the Polish Civil Code. By accepting the offer of the Price List:
      i. the Parties agree to sign Contracts for the provision of the Ticketing Service for each successive Gas Year of the Term of the Price List on the terms and conditions set out in these Rules and the Price List accepted by the Customer, and in accordance with the procedure for approval of draft Contracts by the President of URE described in § 3 section 3 of these Rules. Failure to sign a Contract for the first Gas Year of the Term of the Price List shall cause the Price List to expire;
      ii. The Price List shall be the second document, after these Rules, to govern the legal relationship between the Parties.

      For the avoidance of doubt, the applicable price rates, fees and penalties, if any, or the method used to calculate the same specified in a Price List that has been accepted by the Customer, shall not change during the Term of the Price List, subject to possible renegotiation of the Monthly Fee referred to in § 13 of these Rules.

e. **[Creating security]** The Customer creates security for payments in accordance with the terms and conditions and the time limit specified by PGNiG. Failure to create security for payments, including failure to meet the time limit referred to subsection c) above, shall constitute grounds for PGNiG to refuse to sign a Contract with the Customer and shall cause the Price List to expire. PGNiG shall bear no liability towards the Customer for any consequences of a Contract not having been signed as a result of the Customer's failure to create security on the terms and conditions specified by PGNiG, or of a Contract having been terminated by PGNiG as a result of security having expired. The provisions of the this subsection shall apply accordingly if PGNiG demands that security be created in respect of payments arising under a Contract which is to be signed for a subsequent Gas Year of the Term of the Price List.

f. **[Signing a Contract]** Subject to completion of the actions described in subsections a)–e) above and subject to the procedure for approval of draft Contracts by the President of URE described in § 3 section 3 below, the Parties sign a Contract for the provision of the Ticketing Service on the terms agreed upon in the Price List accepted by the Customer.

6. During the Term of the Price List, a Contract may be signed for a maximum period of one Gas Year. In the case specified in § 5 section b. subsection i., i.e. if the obligation to hold emergency stocks of natural gas arises during a Gas Year (Art. 25 section 5 of the Act on Stocks), the duration of a Contract shall correspond to the Term of the Price List. The price rates, fees or penalties applicable to the option and model selected by the Customer in accordance with § 5 section b. subsection iii. above shall be transferred from the Price List to the Contract for a given Gas Year of the Term of the Price List to the extent required to obtain approval of the draft Contract from the President of URE. The option or model for providing the Ticketing Service selected by the Customer and included in the Price List shall apply accordingly to Contracts signed for subsequent Gas Years of the Term of the Price List, subject to a possible change of the option or model in accordance with § 7 of these Rules. The other terms and conditions of the Price List, including the terms and conditions of the option and model not selected by the Customer, shall not be written into the Contract. If the Customer is required to pay any sums, including prices, fees or penalties, that have not been transferred from the Price List to the Contract (e.g. Compensatory Charge, Charge for Option Change or Charge for Model Change), such sums shall be paid in amounts specified in the Price List. If a Contract for the provision of the Ticketing Service for a subsequent Gas Year of the Term of the Price List is not signed due to reasons beyond PGNiG's control, the Customer shall pay to PGNiG a 'Contractual penalty for failure to sign Contracts for the entire Term of the Price List' calculated based on the formula specified in the Price List.
7. The legal relationship between PGNiG and the Customer shall be governed by these Rules, the relevant Contract and the Price List.
8. Any amendments to a Contract during the Contract Term, particularly those resulting from the Customer exercising its right to change the option or model for providing the Ticketing Service, must be made in writing (as an annex) and shall enter into force subject to approval by the President of URE (without prejudice to PGNiG's right under § 7 to make a change of the option conditional upon creation of security in respect of payments arising under the amended Contract and Price List). If an annex to a Contract is not approved by the President of URE, the unamended version of the Contract shall continue in force.
9. If a change in generally applicable laws prevents a Contract concluded in accordance with these Rules from being performed in whole or in part, the Parties shall immediately start renegotiations of these Rules, the Price List or the Contract in order to bring the relevant provisions into compliance with the changed law. The Parties shall conduct negotiations in good faith. For the avoidance of doubt, the Parties acknowledge and agree that this provision shall not apply if generally applicable laws come into force resulting in complete abolition of the Customer's obligation to hold emergency stocks of natural gas.
10. If a dispute arises between PGNiG and the Customer in respect of the performance of any obligations under a Contract or these Rules, these Rules shall remain in effect until the dispute is resolved amicably or by a final decision of the competent court or authority.
11. PGNiG may repeal or amend these Rules in part or in whole, provided that such repeal or amendment shall not apply to Contracts signed during the Term of the Price List, unless it has resulted from a change in generally applicable laws or regulations issued by the SSO or TSO.

§ 3 Subject matter of Contracts. Contract execution

1. During the Term of the Price List, Contracts shall be executed in writing using the forms attached as Appendix 2 to these Rules (Appendix 2 contains separate Contract forms for the "Customer's gas" option and the "PGNiG's gas" option). The Parties exclude the possibility of tacit acceptance of a proposal to execute a Contract in accordance with Art. 68^2 of the Polish Civil Code.
2. For the purposes of interpreting a Contract, provisions of the Contract shall each time prevail over these Rules, with the proviso that if a Contract has been executed these Rules shall fully apply to its performance, in particular to the extent not provided for in the Contract itself. In performing the Contract, the Parties shall apply the currently binding TNC and Rules of Storage Services.
3. To execute a Contract:
   a. The Parties shall agree on the text of the Contract;
   b. The Customer may authorise PGNiG to represent it before the TSO and President of URE in obtaining consents for the Contract execution (the form of such power of attorney is attached as Appendix 3 to these Rules);
   c. The Customer shall provide PGNiG with a copy of the President of URE's decision on the volume of the stockholding obligation referred to in Art. 25 section 3 of the Act on Stocks, promptly upon the issue thereof; PGNiG shall send the decision to the SSO promptly upon its receipt from the Customer;
   d. Under a power of attorney, PGNiG shall request the TSO to check the technical feasibility of supplying emergency stocks of natural gas to the gas system within 40 days, provided that the laws of general application so require;
   e. Under a power of attorney, PGNiG shall submit to the President of URE the draft Contract agreed on with the Customer and the results of the technical feasibility check referred to in § 3 section 3 subsection e. (if the laws of general application so require) in order to have the draft Contract agreed on with the Customer approved by way of a decision issued for the Customer;
   f. Promptly, and in any case no later than within 7 days of receipt of the President of URE's decision approving the draft Contract, the Parties shall execute the Contract consistent with the approved draft;
   g. Promptly, and in any case no later than within 14 days of the Contract execution, PGNiG, acting under a power of attorney, shall deliver a copy of the Contract to the President of URE;
   h. The Parties shall cooperate to deliver in a timely manner any documents other than the ones referred to above or to meet any other requirements stipulated in connection with potential legislative changes or amendments to the TNC or the Rules of Storage Services.
4. The Contract execution procedure described in § 3 section 3 above shall apply to all Gas Years during the Term of the Scheme, subject to the specific nature of the 2017/2018 Gas Year, which begins on October 1st 2017. Given that June 30th 2017 has been set in the Act on Stocks as the last day of the reference period (beginning on January 1st 2017) based on which the volume of the stockholding obligation for the 2017/2018 Gas Year is determined:
   a. the Customer's failure to promptly provide the President of URE with the Q2 2017 report in accordance with Art. 49c of the Energy Law (based on which the President of URE verifies the volume of the stockholding obligation notified by the Customer),
   b. need for the President of URE to verify the volume of the stockholding obligation by way of a decision in accordance with Art. 25 section 3 of the Act on Stocks, and
   c. use by the President of URE's of the maximum statutory term for approval of the draft Contract,

may mean that the 2017/2018 Gas Year will commence before the draft Contract is approved by the President of URE. Therefore, if the Customer is interested in entering into a Contract with PGNiG it should promptly satisfy all the statutory obligations required to determine the volume of its Emergency Stock and obtain the President of URE's decision verifying that volume, to enable the Contract execution early enough to make sure the Ticketing Service can be launched at the beginning of the 2017/2018 Gas Year.

§ 4 Ticketing Service

1. The Ticketing Service involves the fulfilment of delegated stockholding of natural gas obligations, in particular by ensuring the holding of Emergency Stock in a Storage Facility.
2. Depending on the time when the Emergency Stock is sold, the Ticketing Service shall be provided as one of two options at the Customer's choice: the "Customer's gas" option or "PGNiG's gas" option.

3. Depending on the method of settlement of the Emergency Stock upon expiry of the Contract, the "Customer's gas" option shall be provided in two models: "Resale at the Storage Facility" or "Delivery at an OTC Point".

§ 5 "Customer's gas" option

1. If the Contract specifies the "Customer's gas" option, then upon commencement of the Ticketing Service PGNiG shall transfer the ownership of the entire Emergency Stock held in a Storage Facility and shall deliver it to the Customer, and the Customer shall offtake the Emergency Stock and pay the amount equal to the product of (i) the Fuel Gas volume held as the Emergency Stock and (ii) the Selling Price, whose amount shall be defined in the Price List and written into the Contract. The Fuel Gas shall be delivered and ownership thereof shall be transferred to the Customer at the Storage Facility.
2. Following a release of the Emergency Stock, PGNiG shall, subject to § 5 section 3, replenish it up to the volume applicable in the relevant Contract Term. PGNiG shall replenish the Emergency Stock by injecting its own Fuel Gas to the Storage Facility within four months from the last day of the month when the release took place. In certain justified cases, PGNiG − acting under a separate authorisation from the Customer − may apply to the minister competent for energy for extension of that period up to eight months. For the avoidance of doubt, if the end of the replenishment period referred to in this § 5 section 2 falls after the end of the relevant Contract Term, PGNiG shall complete replenishment of the Emergency Stock at the end of the relevant Contract Term, subject to § 5 section 4 and § 5 sections 8 – 10 below.
3. If the Contract specifies the "Customer's gas" option, PGNiG may, depending on the Customer's creditworthiness, make replenishment of the Emergency Stock conditional on the provision of additional security by the Customer. The security may be provided in accordance with § 10 sections 4 and 5 of these Rules, for an amount specified by PGNiG. In the event of the Customer's failure to provide the security at such time, for such amount and in such form as specified by PGNiG, PGNiG shall have the right to terminate the Contract with immediate effect. In the event of termination of the Contract under this § 5 section 3, PGNiG shall not be obliged to enter into Contracts for subsequent Gas Years of the Term of the Price List and the Price List shall expire.
4. If the Contract specifies the "Customer's gas" option, after replenishment of the Emergency Stock is completed, but not earlier than after the four-month period referred to in § 5 section 2 above (with the proviso that the four-month period shall not apply to the case referred to in the last sentence of § 5 section 2 above, i.e. completion of replenishment at the end of the Contract Term), the Customer shall pay to PGNiG an amount being the product of (i) the volume of Fuel Gas injected to replenish the Emergency Stock; and (ii) the Emergency Stock Replenishment Price specified in the Price List and the Contract. Ownership of the injected Fuel Gas shall pass to the Customer upon completion of the Emergency Stock replenishment process, subject to § 5 sections 8 – 10 below. The Fuel Gas shall be delivered and ownership thereof shall be transferred to the Customer at the Storage Facility.
5. The Parties acknowledge that − as at the Rules execution date and in accordance with the Rules of Storage Services − if the obligation to hold the Emergency Stock ceases to apply or the Contract is terminated (for any reason), the Customer is obliged to offtake the Fuel Gas previously held as Emergency Stock unless the Customer enters into a Contract for another Gas Year of the Term of the Price List. The offtake referred to in the preceding sentence shall take place no later than at the end of the Offtake Period, within the meaning of the Rules of Storage Services, in which the obligation ceased to apply or the Contract was terminated, and if such circumstances occur beyond an Offtake Period or due to technological reasons it is not possible to offtake the Fuel Gas by the end of the current Offtake Period - the offtake shall take place by the end of the nearest Offtake Period. Depending on the settlement model specified in the Contract, the offtake shall be made through (i) resale by the Customer of the Fuel Gas previously held as Emergency Stock, on the terms defined in § 5 section 6 below, or through (ii) delivery of the Fuel Gas at an OTC Point pursuant to § 5 section 7 below. For the avoidance of doubt, the Customer represents that it is aware of the SSO's procedure, defined in the Rules of Storage Services, for selling the Emergency Stock that has not been offtaken.
6. If the Contract specifies the "Resale at the Storage Facility" model, then the resale referred to in § 5 section 5 shall be made according to the following rules:
   a. Resale by the Customer shall take place on a date indicated by PGNiG, within the aforementioned period specified in the Rules of Storage Services;
   b. The title to and risk related to the Fuel Gas previously held as Emergency Stock shall pass to PGNiG at the Storage Facility;

c. PGNiG shall pay to the Customer the equivalent of the product of the Resale Price, the amount of which has been specified in the Price List and the Contract (but not higher than the Selling Price), and the volume of the Fuel Gas previously held as Emergency Stock; the payment deadline shall be 10 (ten) days from the delivery of a correctly made out invoice, but no earlier than 10 (ten) days from the termination of the Contract.
d. The title to and risk related to the Fuel Gas previously held as Emergency Stock shall pass to PGNiG once the amount due from PGNiG is credited to the Customer's bank account.

7. If the Contract specifies the "Delivery at an OTC Point" model, the delivery referred to in § 5 section 5 shall be made according to the following rules:
   a. The delivery shall take place within 40 (forty) days immediately after the obligation to hold Emergency Stock ceases to apply or the Contract is terminated, as referred to in § 5 section 5 above; the Parties shall agree on the offtake profile (Weekly Nominations) no later than three Business Days prior to commencement of the offtake;
   b. The Fuel Gas previously held as Emergency Stock shall be delivered to the Customer at the OTC Point;
   c. The document specifying the rules of delivering the Fuel Gas previously held as Emergency Stock, in accordance with the terms set out in the Contract and in this § 5 section 7, is attached as Appendix 4 to these Rules;
   d. The amount of Fuel Gas previously held as Emergency Stock that has not been offtaken in accordance with these Rules and the Contract due to circumstances for which the Customer is liable, shall be settled according to the "Resale at the Storage Facility" model in line with § 5 section 6, with the proviso that in such case PGNiG shall also charge the Customer with a fee for the amount of Fuel Gas that has not been offtaken corresponding to the fee for long-term separated storage service on a firm basis charged in accordance with the SSO Tariff for the working capacity in respect of the period during which the Fuel Gas should have been offtaken.
8. If replenishment of the Emergency Stock, as referred to in § 5 section 2 above, is not completed by the end of the relevant Contract Term (equal to the duration of a Gas Year), the amount referred to in § 5 section 4 shall be calculated for the Fuel Gas volume injected for the purpose of the Emergency Stock replenishment by the end of the relevant Contract Term (equal to the duration of a Gas Year), and the ownership of the injected Fuel Gas shall pass to the Customer upon completion of the Emergency Stock replenishment, subject to § 5 sections 9 and 10 below.
9. In the case described in § 5 section 8 above, if the size of the Emergency Stock is to be adjusted for another Gas Year of the Term of the Price List in accordance with § 8 of these Rules by increasing the Emergency Stock, then:
   a. For the volume of Fuel Gas representing the difference between (i) the volume of the Emergency Stock held through the Ticketing Service in the previous Gas Year and (ii) the actual volume of Fuel Gas at the end of the previous Gas Year (i.e. at the time of completion of the Emergency Stock replenishment), the Customer shall pay to PGNiG an amount being the product of (i) that volume and (ii) the Selling Price, as defined in the Contract concluded for consecutive Gas Year of the Term of the Price List. Ownership of that volume of Fuel Gas shall pass to the Customer at the beginning of the Contract Term of the Contract for the next Gas Year of the Term of the Price List;
   b. The Fuel Gas volume that will increase the Emergency Stock in the next Gas Year in relation to the Emergency Stock volume specified in the Contract for the previous Gas Year shall be settled in accordance with § 8 of these Rules.
10. In the case described in § 5 section 8 above, if the Emergency Stock volume is to be adjusted for consecutive Gas Year of the Term of the Price List in accordance with § 8 of these Rules by decreasing the Emergency Stock or if it does not change for consecutive Gas Year of the Term of the Price List, the Customer shall pay to PGNiG the amount being the product of (a) the difference between the Emergency Stock volume specified in the Contract signed for the next Gas Year of the Term of the Price List and the actual volume of Fuel Gas at the end of the previous Gas Year (i.e. at the time of completion of the Emergency Stock replenishment) and (ii) the Selling Price specified in the Contract for the next Gas Year of the Term of the Price List. Ownership of that volume of Fuel Gas shall pass to the Customer at the beginning of the Contract Term of the Contract for the next Gas Year of the Term of the Price List.

§ 6 "PGNiG's gas" option

1. If the Contract specifies the "PGNiG's gas" option, PGNiG shall transfer to the Customer the ownership of all or part of the Emergency Stock that has been released and shall deliver it to the Customer upon release of the Emergency Stock, and the Customer shall offtake the Emergency Stock and pay the amount equal to the product of (i) the Emergency

Stock volume that has been released and (ii) the Selling Price, whose amount will be defined in the Price List and written into the Contract. If the period during which the Emergency Stock was released falls over more than one Gas Month, the Customer shall pay the amounts due for the Emergency Stock volume released, as referred to in the preceding sentence, after the end of each Gas Month on the basis of an invoice issued by PGNiG.

2. During the Contract Term, PGNiG shall be monitoring the value of security for payments to be made under the Contract and the Price List, and if the security is insufficient to cover such payments, it may demand that the security be increased or additional security be provided pursuant to § 10 section 3 subsection d. of these Rules.
3. Following a release of the Emergency Stock, PGNiG shall replenish it up to the volume applicable in the relevant Contract Term. PGNiG shall replenish the Emergency Stock by injecting its own Fuel Gas to the Storage Facility within four months from the last day of the month when the release took place. In certain justified cases, PGNiG − acting under a separate authorisation from the Customer − may apply to the minister competent for energy for extension of that period up to eight months. For the avoidance of doubt, if the end of the replenishment period referred to in this § 6 section 3 falls after the end of the relevant Contract Term, PGNiG shall complete replenishment of the Emergency Stock at the end of that Contract Term.
4. If the "PGNiG's gas" option is selected in the Contract, after 4 (four) months from the last day of the last Gas Month in which the Emergency Stock was released (with the proviso that the four-month period shall not apply to the case referred to in the last sentence of § 6 section 3 above, i.e. completion of replenishment at the end of the Contract Term), PGNiG shall settle with the Customer the difference between the Emergency Stock Replenishment Price, the amount of which has been specified in the Price List or the Contract, and the Selling Price, the amount of which has been specified in the Price List or the Contract. The payment shall be made after completion of the Emergency Stock replenishment on the basis of a correction of the invoice for sale of Fuel Gas as part of the Emergency Stock released.
5. If the "PGNiG's gas" option is selected in the Contract, the Customer shall pay to PGNiG a Compensatory Charge in the amount specified in the Price List, at the Customer's choice:
    a. Immediately after expiry of the Term of the Price List, or if a Contract for consecutive Gas Year of the Term of the Price List is not signed (for the avoidance of doubt − also if the Customer's obligation to hold Emergency Stock ceases to apply) − calculated according to the formula specified in the Price List as an absolute amount (if negative) from the difference between, respectively, (a) the value of the Emergency Stock at the time referred to above, and (ii) the value of the Emergency Stock at the beginning of the Term of the Price List.

        If the Emergency Stock is increased during the Term of the Price List, the Compensatory Charge shall be calculated separately for the Emergency Stock volumes by which the Emergency Stock was increased in the 2nd or 3rd Gas Year.

        The calculation of the Compensatory Charge for the volumes by which the Emergency Stock was increased shall take into account the value of that Emergency Stock volume calculated according to the formula specified in the Price List as an absolute amount (if negative) from the difference between, respectively, (a) the value of the Emergency Stock at the end of the Term of the Price List or at the time of expiry of the last Contract if no Contract for consecutive Gas Year of the Term of the Price List is concluded (for the avoidance of doubt − also if the Customer's obligation to hold Emergency Stock ceases to apply, and (ii) the value of the Emergency Stock at the time of execution of the Contract for such increased volume.

        In the event of a decrease in the Emergency Stock during the Term of the Price List, the Compensatory Charge shall be calculated separately for the Emergency Stock volumes by which the Emergency Stock was decreased in the 2nd or 3rd Gas Year, and shall be an absolute amount (if negative) from the difference between (i) the value of the Emergency Stock volume by which the Emergency Stock was decreased at the time of the decrease, and (ii) the value of that Emergency Stock at the beginning of the 1st Gas Year or the 2nd Gas Year (depending on the period when the gas was injected into storage). In such a case, the charge shall be paid by the Customer immediately after adjustment of the Emergency Stock amount through its decrease;

If the Emergency Stock is decreased at the beginning of the 3rd Gas Year, the Compensatory Charge shall be calculated first for the volume that increased the Emergency Stock at the beginning of the 2nd Gas Year (if there was such an increase).

The detailed method of calculating the Compensatory Charge is specified in the Price List; or

b. Immediately after conclusion of each Contract - in the amount specified in the Price List.

§ 7 Change of the selected Ticketing Service option or model

1. PGNiG guarantees access to the Emergency Stock by the Customer during the Term of the Price List in such a manner that the Customer may request PGNiG to change the "PGNiG's gas" option to the "Customer's gas" option, and PGNiG shall be bound by such request. PGNiG shall be entitled to make the option change conditional upon creation of security in respect of payments under the Contract for the "Customer's gas" option, in accordance with the Contract and § 10 of these Rules.
2. During the Term of the Price List, the option change shall be possible as of the beginning of a Gas Month, excluding Gas Months in which the Emergency Stock is replenished.
3. In the case of changing the selected option to the "Customer's gas" with "Delivery at an OTC Point" during the Term of the Price List, PGNiG shall charge the Customer with the Charge for Option Change, whose amount shall be defined in the Price List.
4. The Customer who has selected the "Customer's gas" option and the "Resale at the Storage Facility" model may request PGNiG to change the selected model to "Delivery at an OTC Point", and PGNiG shall be bound by such request. The Customer shall be obliged to pay the Charge for Model Change, whose amount shall be defined in the Price List.
5. Requests to change the option or model, referred to in this paragraph, may be submitted by the Customer (i) during the Contract Term of the effective Contract or (ii) with respect to the Contract that is to be concluded for the next Gas Year of the Term of the Price List. During the Contract Term of the effective Contract, the Ticketing Service option or model may be changed by executing an annex to the Contract, in accordance with § 2 section 8 of these Rules.

§ 8 Emergency Stock adjustment. Other provisions.

1. If the Customer, pursuant to § 2 section 5 subsection b. item ii. of these Rules, indicates an intention to hold the entire Emergency Stock of natural gas defined in the President of URE's decision during the Term of the Price List, when entering into a Contract for the next Gas Year, the Parties shall adjust the Emergency Stock volume in the Contract, with the execution of the Contract for the next Gas Year being subject to the procedure of approval by the President of URE, as described in § 3 section 3 of these Rules.
2. If the Customer, pursuant to § 2 section 5 subsection b. item ii. of these Rules, indicates an intention to hold only part of the Emergency Stock of natural gas defined in the President of URE's decision during the Term of the Price List (by specifying the percentage), when entering into a Contract for the next Gas Year, the Parties shall adjust the Emergency Stock volume in the Contract so that it corresponds to the percentage of the volume of the stockholding obligation resulting from the President of URE's decision for the next Gas Year, with the execution of the Contract for the next Gas Year being subject to the procedure of approval by the President of URE, as described in § 3 section 3 of these Rules.
3. If the President of URE's decision defining the volume of the stockholding obligation implies a need to change the Emergency Stock volume relative to the volume defined in the previous decision, and if the "Customer's gas" option has been selected in the Contract, then at 06:00 hours on October 1st of the Gas Year in which the obligation to hold Emergency Stock of natural gas in the changed volume came into force, the Party shall transfer to the other Party the ownership and shall deliver to the other Party the portion of the Emergency Stock available in the Storage Facility equal to the difference between the Emergency Stock volume applicable in the previous Contract Term (Gas Year) and the volume applicable in the relevant Contract Term (Gas Year), while the other Party shall offtake that portion of the Emergency Stock and shall pay – as the case may be – an amount equal to the product of (i) the difference referred to above and (ii) the Selling Price, whose amount shall be defined in the Price List and the Contract, or an amount equal to the product of (i) the difference referred to above and (ii) the Resale Price, whose amount shall be defined in the Price

List and the Contract. The Fuel Gas shall be delivered and ownership thereof shall be transferred to the Party at the Storage Facility.

4. The Emergency Stock volume shall be adjusted in the Contract concluded for the next Gas Year of the Term of the Price List, with the proviso that the procedure for adjusting the Emergency Stock volume specified in § 8 of these Rules shall not apply if an increase in the Emergency Stock volume for the next Gas Year of the Term of the Price List would result in exceeding the double of the Emergency Stock volume held in the 1st Gas Year of the Term of the Price List. The Monthly Fee under the Contract concluded for the next Gas Year of the Term of the Price List shall also be appropriately adjusted so that it corresponds to the adjusted Emergency Stock volume in accordance with the formula set out in the Price List. The Contract adjusting the Emergency Stock volume for the next Gas Year of the Term of the Price List shall be subject to approval by the President of URE in accordance with the procedure described in § 3 section 3 of these Rules.
5. In order to ensure the possibility of performing the technical tasks defined in the Rules of Storage Services, in particular in the case of a failure to offtake the Emergency Stock by the Customer upon expiry of the Contract Term, and in order to ensure proper performance of the reporting requirements under the REMIT regulation, the Parties agree that after the Fuel Gas that comprised the Emergency Stock is sold, PGNiG shall remain the holder of such Fuel Gas for these purposes.
6. If the Emergency Stock is released during the Contract Term, the Fuel Gas used in connection with the Emergency Stock release shall be delivered or paid for in the manner and on the terms specified in the Act on Stocks. The obligation to report such transactions under the REMIT regulation shall rest with the Customer.
7. Upon any change of rates and prices in the SSO Tariff, the Monthly Fee defined in the Price List and the Contract shall be revised and recalculated based on the formula defined in the Price List and the Contract. Such revision of the Monthly Fee shall not provide grounds for termination of the Contract, nor shall require execution of an annex to the Contract.

§ 9 Payments under the Contract. Complaints.

1. The Monthly Fee, whose amount shall be defined in the Price List and the Contract, shall be payable for each Gas Month of the Contract Term in arrears. Invoices for payment of the Monthly Fee shall be issued to the Customer no later than by the 5th (fifth) Business Day of the following Gas Month. The Monthly Fee shall be payable by the 14th (fourteenth) day of the month following the Gas Month during which the Ticketing Service was provided, on condition of prior delivery of the relevant invoice, unless otherwise specified in the Contract.
2. Invoices for other payments shall be issued to the Customer after the end of the Gas Month to which a given payment relates.
3. Unless otherwise specified in the Contract, any other amounts due under the Contract, particularly amounts due in connection with sale of the Emergency Stock, shall be payable within 14 (fourteen) days from the date of delivery of a properly issued invoice.
4. Unless otherwise specified in any special provisions of the Contract, contractual penalties, damages or other payments due in connection with any non-performance or improper performance of the Contract shall be payable on the basis of debit notes issued by authorised Parties, within 30 (thirty) days of delivery of delivery to the other Party of a debit note with a payment notice.
5. If the payment deadline falls on a public holiday, it shall be extended until the end of the immediately following Business Day. The Monthly Fee and any other amounts due under these Rules, the Price List or the Contract shall be payable in the Polish złoty (PLN), unless otherwise specified in the Price List and the Contract. Any amounts due shall be paid to the bank account number specified in the Contract. Any change of the bank account number shall require a written statement in accordance with the rules of representation and shall not be deemed an amendment to the Contract. A payment shall be deemed settled on the date on which the payment amount is credited to PGNiG's bank account.
6. PGNiG shall have the right, but not the obligation, to offset, at any time, the amounts due to it from the Customer against the amounts due to the Customer.
7. Sale of Fuel Gas shall be subject to excise duty payable on the terms specified in the Act on Excise Duty. For the avoidance of doubt, in each case where the Customer is not an Intermediary Gas Entity as defined in the Act on Excise Duty, the Selling Price, whose amount shall be defined in the Price List or the Contract, and the Emergency Stock

Replenishment Price, whose amount shall be defined in the Price List or the Contract, shall be increased by an appropriate amount of excise duty in accordance with the applicable laws.

8. The prices and fee rates applicable to any settlements under the Price List and the Contract are net amounts exclusive of excise duty and value added tax (VAT).
9. Complaints relating to invoices or other accounting documents shall be lodged immediately, and in any case no later than within 30 (thirty) days of the document receipt. Lodging a complaint shall not release the Customer from the obligation to timely pay any amounts due from it.

§ 10 Security in respect of payments

1. Where these Rules or the Contract provide for security in respect of payments, such security shall be provided and enforced in accordance with this § 10.
2. Under § 2 section 5 subsection c. of these Rules, entry by PGNiG into a Contract or Contracts during the Term of the Price List may be made conditional on the Customer providing security in respect of payments arising under such Contracts in a form or forms defined in § 10 section 4 hereof. The validity term of such security for payments provided under this § 10 section 2 in respect of a Contract shall expire no earlier than after all amounts due and payable under the Contract have been paid and no earlier than 3 (three) months after the expiry date of the Contract. PGNiG shall return the security for payments to the Customer before the date specified in the preceding sentence on condition that the Customer has paid all amounts due and payable under the Contract. Where the Customer is obliged to pay to PGNiG a Compensatory Charge set out in § 6 section 5 of these Rules, PGNiG shall be entitled to enforce its claims arising therefrom against the security provided in respect of the Contract in force as at the date when the payment obligation arose.
3. If during the Contract Term:
   a. the Customer defaults on payment of any amounts due and payable under the Contract (for the avoidance of doubt – regardless of whether such amounts have been disputed or not) in excess of a gross Monthly Fee, and such amounts are not paid within 14 (fourteen) days of receipt of an additional written payment notice by the Customer; or
   b. the Customer covered by Fitch, S&P, Moody's or another credit rating agency which also covers PGNiG loses its rating or its rating is downgraded below BB- (Fitch or S&P) or Ba3 (Moody's), provided that the Customer is covered by one of these agencies; or
   c. the Customer is listed as a debtor in databases of credit reference agencies operating under the Act of April 9th 2010 on Disclosure of Business Information and Exchange of Business Data (Journal of Laws of 2014, item 1015, as amended) or is listed in the register of insolvent debtors maintained under the Act of August 20th 1997 on the National Court Register (Journal of Laws of 2013, item 1203, as amended);

   or

   d. the security provided is insufficient to secure the payments arising under these Rules, the Contract or the Price List,

the Customer shall, at the request of PGNiG, provide additional security for an amount defined by PGNiG in respect of payments arising under the Price List and the Contract within 10 (ten) Business Days of receipt of such written request from PGNiG. The amount of the security shall not exceed three times the amount specified in § 10 section 3 subsection a.

4. The security referred to in § 10 sections 2 and 3 above shall be provided in one of the following forms:
   a. a bank or insurance guarantee which should be irrevocable, unconditional and made in writing and which should be issued by an entity rated not lower than BBB+ (S&P or Fitch) / Baa1 (Moody's) and be subject to the Uniform Rules for Demand Guarantees (URDG 758). The contents of the guarantee shall require prior approval by PGNiG;
   b. block on funds in a bank account confirmed by the account bank in a statement attached hereto as Appendix 5, with an authorisation to withdraw the blocked funds granted by the Customer to PGNiG pursuant to a power of attorney attached hereto as Appendix 6. Such block may only be applied to funds in a bank account held with an entity rated not lower than BBB+ (S&P or Fitch) / Baa1 (Moody's);
   c. a cash deposit which shall be paid into a bank account specified by PGNiG and shall be returned to the Customer following settlement of the completed Contract, with bank interest calculated at a rate set for the bank account in the period when the deposit was made, less wire transfer costs;

d. any other form agreed by the Parties.

5. Having provided security, the Customer may, at its option, provide new security in accordance with § 10 section 4 to replace the existing one, provided that the terms and conditions of such new security are approved by PGNiG prior to its creation and are not inferior to those of the security to be replaced. Where the form of security is changed, PGNiG shall immediately release the previously provided security, i.e. shall in particular unblock funds in a bank account, return the original bank or insurance guarantee or return the cash deposit. The previous security shall be released no earlier than on the date when the new security is created.
6. PGNiG may at any time and at its own discretion enforce its claims, together with interest, arising under these Rules, the Price List or the Contract against the security, starting with the claims that have been due and payable for the longest time. Claims satisfied in this way shall set off the amounts due and payable by the Customer.
7. The security provided under § 10 section 3 hereof shall be released (i) no later than 6 (six) months after the date it was provided, on condition that the outstanding amounts are paid up and the Customer does not default on payment of any amounts due and payable in that period, or (ii) immediately after the circumstances set out in § 10 section 3 subsections b. and c. cease to exist, or (iii) immediately after all the amounts due and payable have been paid up if the Price List or the Contract expires.
8. In the event that the Customer, in circumstances indicated in § 10 section 3, fails to create security at such time, in such form and for such amount as laid down in these Rules or the Contract, PGNiG shall once again call upon the Customer to create the security within the time limit of 5 (five) Business Days from the date of receipt of such repeated demand. If the security is not created within the time limit set in the repeated demand, PGNiG shall have the right to terminate the Contract with a notice period of seven days. For the avoidance of doubt, the termination referred to in the preceding sentence shall give rise to an obligation to pay a Compensation Fee pursuant to the Price List and the Contract. If the loss sustained exceeds the Compensation Fee amount, PGNiG shall have the right to seek damages in excess of the Compensation Fee amount in accordance with the general provisions of law.
9. If the Customer does not issue full-year financial statements, the Customer shall, at the request of PGNiG, provide its full-year financial statements for the preceding financial year with the auditor's opinion or the F-01 report (report on income, costs, net profit or loss and expenditure on fixed assets prepared for the purposes of public statistics).

§ 11 Confidentiality

1. The Parties agree that, subject to § 11 section 2, all information relating to these Rules, the Price List or the Contract(s), or to the contents or conduct of negotiations of these Rules, the Price List or the Contract(s), and all information obtained from the other Party, or from its representatives or advisers, with respect to the execution and performance of these Rules, the Price List or the Contract(s) ("**Confidential Information**") shall be treated as confidential and that, subject to § 11 section 3, no Confidential Information, including information relating to the existence of these Rules, the Price List or the Contract(s), shall be disclosed in any manner, whether in whole or in part, without a prior written consent of both Parties.
2. For the purposes of these Rules, the Price List and the Contract(s), Confidential Information shall be deemed not to include information which:
   a. has been made publicly available without violating these Rules or the Contract;
   b. was known to the receiving Party before its disclosure by the disclosing Party.
3. Neither Party shall require the other Party's consent to disclose Confidential Information:
   a. if ordered to do so by a court, law enforcement agency or administrative authority, including the President of URE, ACER or the European Commission, in accordance with any requirements arising under mandatory provisions of law, or to pursue its rights before a court or administrative authority;
   b. whose disclosure is required under generally applicable laws and regulations.
4. For any violation of the obligations laid down in this § 11, the Party in breach of these Rules or the Contract by reason of disclosing Confidential Information shall pay to the other Party, at its written notice, a contractual penalty of PLN 100,000.00 (one hundred thousand złoty). Notwithstanding a contractual penalty payment notice, the other Party may also seek compensation in excess of the contractual penalty against the Party in breach of these Rules or the Contract.
5. The confidentiality obligations laid down in § 11 section 1 above shall remain in force for a period of 3 (three) years from the expiry, termination or rescission date of these Rules or the Contract. The said period of 3 (three) years shall run

from the later of the expiry date of these Rules or the expiry date of the Contract made for the last Gas Year during the Term of the Price List.

§ 12 Provisions concerning tax liabilities. The Parties' disclosure obligations

1. During the Term of the Price List, the Customer shall:
   a. no later than on the day of sale of the Fuel Gas comprising the Emergency Stock, submit to PGNiG the "Customer's statement on the allocation of Fuel Gas for the purposes of excise duty calculation" using the form attached as Appendix 7 to these Rules, which, upon its receipt by PGNiG, shall become an integral part of these Rules and shall be used to perform obligations under the Contract, with the proviso that this obligation shall not apply to a Customer who has provided PGNiG with an original or a copy, certified as a true copy, confirming the receipt of a notice, issued by a competent tax authority, of its intention to commence business activities as an Intermediary Gas Entity; PGNiG represents that it is an Intermediary Gas Entity within the meaning of the Act on Excise Duty;
   b. perform its disclosure obligations under the Act on Excise Duty, in particular notify PGNiG in writing of a change in allocation of Fuel Gas for the purposes set out in the Act on Excise Duty, provide PGNiG with an original or a copy, certified as a true copy, confirming the receipt of a notice of its intention to commence business activities as an Intermediary Gas Entity and notify PGNiG of its loss of the status of an Intermediary Gas Entity, with the proviso that an update of the list of Intermediary Gas Entities, published on the websites of the Ministry of Finance, shall not release the Customer from this obligation;
   c. perform its disclosure obligations arising under Regulation (EU) No. 648/2012 of the European Parliament and of the Council of July 4th 2012 on OTC derivatives, central counterparties and trade repositories (EMIR);
   d. perform its disclosure obligations arising under Regulation (EU) No. 1227/2011 of the European Parliament and of the Council of October 25th 2011 on wholesale energy market integrity and transparency (REMIT) and under Commission Implementing Regulation (EU) No 1348/2014 of December 17th 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (REMIT) (hereinafter referred to as the "**Implementing Regulation**").
2. The Customer represents that it is a party to a binding Transmission Agreement with the TSO, under which it has the right to use the Virtual Trading Point capacities, or that a Transmission Agreement with the TSO entitling the Customer to use Virtual Trading Point capacities shall be executed by the Customer within a time limit enabling the performance of the Contract. Provision of the Ticketing Service in an option or model which require that the Customer be a party to a Transmission Agreement with the TSO shall depend on whether such Transmission Agreement has been concluded.
3. The Customer represents that it is a market participant within the meaning of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (REMIT), subject to § 12 section 4.
4. In connection with the Ticketing Service, it is PGNiG that should be deemed a market participant within the meaning of Article 9(9) of the Implementing Regulation. For the purposes of reporting under Article 9(9) of the Implementing Regulation during the period in which the Ticketing Service is provided, particularly in the "Customer's gas" option, PGNiG shall remain the holder of Fuel Gas owned by the Customer. To fulfil the above obligation, PGNiG is a party to an agreement with the SSO.
5. The Customer, in connection with its business activities, shall purchase and offtake Fuel Gas in order to use it for its own needs or for resale, in accordance with the statement submitted pursuant to § 12 section 6 below. Where a change by the Customer in the Fuel Gas allocation requires it to obtain a licence in accordance with the Energy Law, the Customer shall promptly notify PGNiG in writing both of such requirement and of the licence held.
6. Regardless of the Ticketing Service option chosen by the Customer in the Price List, the Selling Price, the Resale Price or the Emergency Stock Replenishment Price shall be exclusive of any costs incurred by the Parties in connection with Fuel Gas sale, related to performance of the obligations defined in the Energy Efficiency Act. Such costs shall be added based on a Party's statement on the allocation of Fuel Gas for the purposes of fulfilment of the obligations stipulated in the Energy Efficiency Act. Subject to the next sentence, the Parties shall, in the Gas Month in which Fuel Gas was sold, no later than on the day preceding the day of issue of an invoice for that Gas Month, submit a statement on the allocation of Fuel Gas for the purposes of fulfilment of the obligations stipulated in the Energy Efficiency Act in

accordance with Appendix 8 to these Rules. If the "Customer's gas" option is selected, the Parties shall submit a statement on the allocation of Fuel Gas for the purposes of fulfilment of the obligations stipulated in the Energy Efficiency Act no later than 5 (five) months after an invoice including the Selling Price is issued. PGNiG shall add the cost of discharging the obligations stipulated in the Energy Efficiency Act to the Selling Price, the Resale Price or the Emergency Stock Replenishment Price for a given Gas Month. If the "Customer's gas" option is chosen, PGNiG shall promptly correct a relevant invoice upon receipt of a statement on the allocation of Fuel Gas in accordance with the preceding sentence. This cost shall be indicated in the Price List.

7. Where a licence to trade in Fuel Gas is required under the Energy Law to conduct any business activities, the Customer shall conduct such activities only upon being granted that licence.
8. The Customer shall be liable for any losses sustained by PGNiG due to the Customer's failure to notify PGNiG, within the time limits defined in these Rules, of its losing the right to excise duty exemption, change in the Fuel Gas allocation, or losing the status of an Intermediary Gas Entity. PGNiG shall have the right to claim compensation from the Customer sufficient to cover all costs, expenses and penalties incurred by PGNiG as a result of the Customer's failure to notify it as specified above.
9. In the absence of a clear indication to the contrary in their correspondence, the Parties shall exchange information which is not inside information within the meaning of Regulation (EU) No. 1227/2011 of the European Parliament and of the Council of October 25th 2011 on wholesale energy market integrity and transparency (REMIT).
10. PGNiG, acting on behalf of the Customer under a power of attorney, or the Customer, acting on its own, shall provide the TSO with information on the site where the Emergency Stocks of natural gas are held in order to enable it to check the technical feasibility of supplying these stocks to the gas system − by June 15th of each year, subject to § 12 section 11 below, which refers to the Gas Year beginning on October 1st 2017.
11. With reference to the Gas Year beginning on October 1st 2017, PGNiG, acting on behalf of the Customer under a power of attorney, or the Customer, acting on its own, in order to enable such check of the technical feasibility of supplying the Emergency Stocks to the gas system, shall provide the TSO with information on the site where these stocks are held, in an amount determined by the Customer in compliance with the applicable laws − by September 10th 2017.
12. PGNiG, acting on behalf of the Customer under a power of attorney, or the Customer, acting on its own, shall provide the minister competent for energy and the President of URE with information on the actual volume of emergency stocks of natural gas held and the place of their storage, as at September 15th − by September 20th of each year, subject to § 12 section 13 below, which refers to the Gas Year beginning on October 1st 2017.
13. PGNiG, acting on behalf of the Customer under a power of attorney, or the Customer, acting on its own, shall provide the minister competent for energy and the President of URE with information on the actual volume of emergency stocks of natural gas to be held in the period from October 1st 2017 to September 30th 2018 and the place of their storage, as at October 1st 2017 – by October 10th 2017.
14. If the Customer has granted PGNiG a relevant power of attorney, PGNiG, acting on behalf of the Customer, shall provide the minister competent for energy and the President of URE with information, provided by the Customer sufficiently in advance, at least 10 Business Days prior to the expiry of the statutory time limit, on actions taken in the period from January 1st to December 31st of the preceding year in order to ensure national fuel security with regard to gas trading with abroad or imports of natural gas and performance of the obligation to hold emergency stocks of natural gas – by May 15th of each year. If the Customer grants PGNiG a relevant power of attorney but fails to provide PGNiG with the above information by the deadline referred to above, the Parties shall deem that the Customer has performed the above obligation on its own.
15. If the Ticketing Service covers only part of the Customer's stockholding obligation, the Customer shall perform the obligations referred to in § 12 section 10 – 14 above on its own.
16. The Parties undertake to cooperate in the event of an inspection by the President of URE regarding the Contract performance, in particular by:
    a. Sharing information about the inspection;
    b. Sharing information and documents to enable quick and effective responding to the President of URE's enquiries and providing the President of URE with requested information;
    c. Appointing contact persons to facilitate communication between the Parties in the inspection period;

d. Scheduling frequent and regular meetings between the appointed persons in order to facilitate the flow of information and enable quick and effective responding to the President of URE's enquiries.

17. For the avoidance of doubt, the Parties agree that neither of them shall be authorised to represent the other Party during the President of URE's inspection.
18. The Parties shall promptly exchange all relevant information required to properly perform the Contract and their obligations provided for in these Rules.

§ 13 Renegotiation clause

1. If the Contract provides for renegotiation of the Monthly Fee, such renegotiation shall be held exclusively in accordance with these Rules, including this § 13.
2. Where the Term of the Price List is longer than 1 (one) Gas Year, each Party has the right to request renegotiation of the Monthly Fee with the other Party if conditions on the Polish gas market change significantly and such change directly affects the Contract scope or performance. Such request should be made as a written notice and should be delivered to the other Party in accordance with these Rules. The notice should contain a request for renegotiation of the Monthly Fee provided for in the relevant Contract and grounds for the request referring to reasons for renegotiation of the Monthly Fee specified in this § 13 section 2.
3. If the written notice specified above is delivered to a Party, the Parties shall, in good faith and with respect for each Party's legitimate interests, immediately enter into renegotiations of the Monthly Fee in order to agree upon a Monthly Fee that would take account of the changed market conditions underlying the renegotiation request. If within 3 (three) months of the written notice delivery date the Parties do not reach an agreement and sign a relevant annex to the Contract amending the Monthly Fee (unless the Parties make a joint statement during the renegotiations to the effect that the Monthly Fee need not be amended), each Party may submit the dispute for resolution by the Court of Arbitration, which shall set the Monthly Fee taking into account the changed market conditions underlying the renegotiation request.
4. By the time the Parties reach an agreement referred to in § 13 section 3 or the Court of Arbitration makes a final award on the Monthly Fee to apply to settlements between the Parties, the Monthly Fee specified in the Contract shall apply, unless the Court of Arbitration sets a provisional monthly fee in a separate decision. Once the Monthly Fee is set by the Court of Arbitration, the Parties shall adjust their payments made under the Contract from the date when the request for change of the Monthly Fee was delivered to the date when the Monthly Fee was finally set by an agreement between the Parties or an award of the Court of Arbitration.
5. For the avoidance of doubt, if the Parties fail to reach an agreement referred to in § 13 section 3, neither Party shall be entitled to terminate the Contract.
6. If a new Monthly Fee is set by an agreement referred to in § 13 section 3 above or an award of the Court of Arbitration, as specified in § 13 section 4 above, the Parties agree that the new Monthly Fee shall become applicable as of the date when a relevant annex to the Contract reflecting the amendment is signed, in accordance with the procedure laid down in § 13 section 3 of these Rules. If a new Monthly Fee (including a provisional monthly fee set by the Court of Arbitration, as provided for in § 13 section 4 above) applies to a period before the relevant annex to the Contract becomes effective, any difference between the existing and new Monthly Fee paid in that period shall be settled based on relevant correction invoices. If the Customer refuses to sign the annex to the Contract, such refusal shall be deemed a gross breach of the Contract within the meaning of § 10 section 4 thereof and PGNiG shall be entitled to terminate the Contract in accordance with the procedure provided for in § 10 section 4 thereof. The Parties agree that upon signing of the annex to the Contract the Price List shall be amended to reflect the new Monthly Fee. The amendment shall not affect the Term of the Price List or the Contract Term.
7. Each Party's right to request renegotiation of the Monthly Fee shall be limited in such way that it may be exercised only once for each Contract concluded during the Term of the Price List.
8. If a dispute referred to in § 13 section 3 arises between the Parties, the arbitration proceedings shall be held in accordance with the following rules:
   a. the arbitration proceedings shall be instigated by serving a notice of arbitration on the other Party or otherwise in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL Arbitration Rules");

b. the dispute shall be finally resolved by the Court of Arbitration in accordance with the UNCITRAL Arbitration Rules in effect as at the relevant Contract date, except for such provisions thereof that may be contradictory to this § 13;
c. the arbitrators, including the presiding arbitrator, must have appropriate experience and qualifications, in particular in the Polish gas market and economy, must be experienced in resolution of disputes over business contracts and must be fluent in the Polish language;
d. the Court of Arbitration shall consist of three arbitrators, one appointed by each of the Parties and one appointed jointly by the two arbitrators to serve as the presiding arbitrator. If either of the Parties fails to appoint an arbitrator within 30 (thirty) days from instigation of the proceedings, or if the two arbitrators fail to appoint the presiding arbitrator within 30 (thirty) days from the date when the second arbitrator is appointed, the missing arbitrators (presiding arbitrator, as applicable) shall be appointed, at the request of either Party, by the chair of the Arbitration Council at the Polish Chamber of Commerce in Warsaw;
e. the language of the arbitration, including of documents presented by the Parties in the course of the proceedings, witness testimonies, expert opinions and any other evidence, shall be in Polish;
f. the arbitration proceedings shall be held in Warsaw, Poland;
g. the award issued by the Court of Arbitration shall be final and binding on the Parties.

§ 14 Force Majeure

During the Term of the Price List or the Contract Term, a Party affected by Force Majeure shall immediately notify the other Party of the occurrence and expected duration of the Force Majeure. A Party affected by Force Majeure is obliged to make every effort to mitigate and overcome the Force Majeure and its impact on the performance of obligations under these Rules, the Price List or the Contract. If, as a result of Force Majeure, a Party is unable to fulfil its obligations under these Rules, the Price List or the Contract in whole or in part, but it has complied with the requirements referred to above, then the Party affected by Force Majeure is not deemed to be in breach of these Rules, the Price List or the Contract and its obligations under these Rules, the Price List or the Contract will cease for the duration of the Force Majeure. For the avoidance of doubt, an amendment to generally applicable laws resulting in complete abolition of the Customer's obligation to hold Emergency Stocks of natural gas shall not constitute an event of Force Majeure.

§ 15 Final provisions

1. Subject to the provisions of § 15 section 2, neither Party may, without the other Party's consent, transfer all or a part of its rights and obligations under these Rules, the Price List or the Contract to a third party.
2. If PGNiG's corporate structure or business is reorganised, PGNiG shall have the right to transfer, upon a prior written notice to the Customer, its rights and obligations under these Rules, the Price List and the Contract to another company of the PGNiG Group ("New Obligor") involved in the business of Fuel Gas trading. If PGNiG intends to avail itself of this right, it shall notify the Customer in writing of the planned transfer of its rights and obligations under these Rules, the Price List and the Contract to the New Obligor and shall specify the effective date of such transfer.
3. Any notices, statements and other official correspondence between the Parties in connection with these Rules, the Price List or the Contract must be in writing, on pain of nullity, and must be delivered by courier service or sent by registered mail to the addresses of the Parties specified in the Contract. Any communications delivered by electronic mail to the e-mail addresses specified in the Contract may only refer to organisational and technical matters not related to binding statements by the Parties with effect on the existence or contents of these Rules, the Price List or the Contract. Any change of address for correspondence shall be effective from the date immediately following the day when the other Party received a written notification of the address change, delivered in accordance with this § 15 section 3.
4. Any disputes arising under or in connection with these Rules, the Price List or the Contract shall be resolved by the court of general jurisdiction competent for the registered office of PGNiG.
5. Subject to detailed provisions of these Rules, any amendments to the Price List or the Contract must be made by way of a written annex to the Contract to be valid. The effectiveness of (i) any amendment to the Price List or the Contract, other than a change to prices, fees and charges in the SSO Tariff, to be made in a manner approved by the Customer in the Price List, or (ii) any change of the Ticketing Service option or model by the Customer, shall be conditional upon approval by the President of URE, given in the proper form and in accordance with the appropriately followed procedure described in § 3 section 3 of these Rules.
6. The following appendices are an integral part of these Rules:

a. Appendix 1 – Form of Participant Declaration
b. Appendix 2 – Contract Forms
c. Appendix 3 – Power of Attorney to execute and perform the Contract
d. Appendix 4 – Rules for Emergency Stock Delivery
e. Appendix 5 – Certificate of a block on funds in bank account
f. Appendix 6 – Power of Attorney to withdraw blocked funds
g. Appendix 7 – Form of the Customer's statement on the allocation of Fuel Gas for the purposes of excise duty calculation
h. Appendix 8 – Form of the Customer's statement on the allocation of Fuel Gas for the purposes of fulfilment of the obligations stipulated in the Energy Efficiency Act

Appendix 1 to the Rules of the Ticketing Service

PARTICIPANT DECLARATION

Acting on behalf of _____ with its registered office at _____, National Court Register (KRS) number _____, Industry Identification Number (REGON) _____, and Tax Identification Number (NIP) _____, I/we hereby declare that _____ ("**Customer**") joins the "Ticketing Service" Scheme governing the provision by Polskie Górnictwo Naftowe i Gazownictwo S.A. of services involving the fulfilment of delegated stockholding obligations with respect to emergency stocks of natural gas in accordance with the Polish Act of February 16th 2007 on Stocks of Crude Oil, Petroleum Products and Natural Gas, and on the Rules to be Followed in the Event of Threat to National Fuel Security or Disruptions on the Petroleum Market (Journal of Laws of 2017, item 1210, as amended) ("**Ticketing Service**") ("**Scheme**") and that it thereby accepts the terms and conditions of the Scheme as laid down by Polskie Górnictwo Naftowe i Gazownictwo S.A. in the Rules governing the provision of services involving the fulfilment of delegated stockholding of natural gas obligations by Polskie Górnictwo Naftowe i Gazownictwo S.A., dated August 1st 2017 r. ("**Rules**").

We agree to the Rules being applied throughout the term of the Ticketing Service provision by Polskie Górnictwo Naftowe i Gazownictwo S.A. to the Customer, in particular if the Parties enter into a Contract or Contracts concerning provision of the Ticketing Service referred to in § 2 section 5 subsection d. of the Rules.

Attached hereto are a valid copy of our company's entry in the Business Register of the National Court Register and a power of attorney conferring the authority to sign this Declaration.

_____

Date of the Participant Declaration

_____

Signatures and the capacities of company representatives as per the National Court Register or of a proxy authorised under the rules of company representation

Appendix 2 to the Rules

Contract Forms

1. **"Customer's gas"** Contract form

TICKETING SERVICE CONTRACT

entered into by and between:

Polskie Górnictwo Naftowe i Gazownictwo
Spółka Akcyjna in Warsaw

and

[·]

[“Customer’s gas” option]

Warsaw, [·] 2017

Definitions

In this Contract, the following words and expressions shall have the following meanings:

1. **Selling Price** − a unit price specified in Appendix 1 to this Contract at which Fuel Gas comprising the Emergency Stock is sold;
2. **Resale Price** − a price specified in Appendix 1 to this Contract at which Fuel Gas comprising the Emergency Stock is resold upon expiry of this Contract;
3. **Emergency Stock Replenishment Price** − a unit price specified in Appendix 1 to this Contract at which PGNiG's Fuel Gas used to replenish the Emergency Stock is paid for;
4. **Business Day** − as defined in the TNC;
5. **TNC** − the existing Transmission Network Code drawn up by the Transmission System Operator and implemented under the Energy Law;
6. **Storage Facility** − a storage facility or a group of storage facilities specified in this Contract and used for holding fuel gas, including for tankless storage of natural gas, owned or operated by an energy company, except for such part thereof as is used for production purposes and except for units used exclusively to fulfil the transmission system operator duties;
7. **Gas Month** − as defined in the TNC;
8. **Contract Term** − the term of this Contract;
9. **Storage System Operator (SSO)** − Gas Storage Poland Sp. z o.o., an energy company involved in the storage of fuel gas, whose duties are laid down in the Energy Law, which has been designated as the Operator by the President of URE.
10. **Transmission System Operator (TSO)** − Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A., an energy company involved in the transmission of fuel gas, responsible for network traffic in the gas transmission system, whose duties are laid down in the Energy Law, which has been designated as the Operator by the President of URE.
11. **Monthly Fee** − a fee for the Ticketing Service, specified in Appendix 1 to this Contract;
12. **Compensation Fee** − a fee referred to in Appendix 1 to this Contract;
13. **Fuel Gas** − 'natural gas' as defined in the Act on Stocks, i.e. high-methane or nitrogen-rich natural gas in any physical state, including liquefied natural gas (LNG) and compressed natural gas (CNG);
14. **Intermediary Gas Entity** − an intermediary gas entity within the meaning of the Act on Excise Duty;
15. **Energy Law** – the Polish Energy Law of April 10th 1997 (Journal of Laws of 2017, item 220, as amended);
16. **President of URE** − the President of the Energy Regulatory Office;
17. **OTC Point** − a Virtual Exit Point within the meaning of the TNC;
18. **Entry/Exit Point to/from Storage Facility** − an Entry/Exit Point on a connection to storage facilities or groups of storage facilities, whose EIC is specified in § 7 of this Contract;
19. **Gas Year** − as defined in the TNC;
20. **Rules of Storage Services** − the currently binding Rules of Storage Services of the SSO;
21. **SSO Tariff** − the currently binding tariff of Gas Storage Poland Sp. z o.o.;
22. **Contract** − this legal relationship between the Parties consisting in provision of the Ticketing Service;
23. **Storage Agreement** − a fuel gas storage agreement concluded between PGNiG and the SSO;
24. **Ticketing Service** − as defined in § section 1 of this Contract;

25. **Energy Efficiency Act** − the Polish Energy Efficiency Act of May 20th 2016 (Journal of Laws of 2016, item 831, as amended);

26. **Act on Excise Duty** − the Polish Act on Excise Duty of December 6th 2008 (Journal of Laws of 2017, item 43, as amended);

27. **Act on Stocks** − the Polish Act on Stocks of Crude Oil, Petroleum Products and Natural Gas, and on the Rules to be Followed in the Event of Threat to National Fuel Security or Disruptions on the Petroleum Market of February 16th 2007 (Journal of Laws of 2016, item 1899, as amended);

28. **Emergency Stock** − Fuel Gas held in a Storage Facility as emergency stock of the Customer's natural gas in fulfilment of its stockholding obligations within the meaning of the Act on Stocks.

This **Ticketing Service Contract** (**"Contract"**) was concluded in Warsaw on [·] 2017 by and between:

(1) **Polskie Górnictwo Naftowe i Gazownictwo Spółka Akcyjna,**

with its registered office at ul. Marcina Kasprzaka 25, 01-224 Warsaw, Poland, entered in the Business Register of the National Court Register under No. KRS 0000059492, whose registry file is kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, with the share capital of PLN 5,778,314,857.00, paid in full, and with tax identification number NIP 525-000-80-28 (**"PGNiG"**),

represented by:

……

……

and

(2) […]

Customer's ACER code: [·]

("**Customer**"),

represented by:

……

……

PGNiG and the Customer shall be referred to jointly as the "**Parties**" and separately as a "**Party**".

The Parties agree as follows:

§ 1 [Subject matter]

1. PGNiG shall provide to the Customer the Ticketing Service, referred to in Art. 24b section 1 of the Act on Stocks, consisting in the holding of Emergency Stock in fulfilment of delegated stockholding obligations.
2. The Customer shall pay to PGNiG the Monthly Fee specified in Appendix 1 to this Contract.

§ 2 [Volume of emergency stocks held − Art. 24b section 3 item 1 of the Act on Stocks]

During the Contract Term, the volume of Emergency Stock shall be [·] ([·]) MWh.

§ 3 [Performance of the service − Art. 24b section 3 item 2 of the Act on Stocks]

1. Upon commencement of the Contract Term, PGNiG shall transfer the ownership of the entire Emergency Stock held in a Storage Facility and shall deliver it to the Customer, and the Customer shall offtake the Emergency Stock and pay the amount equal to the product of (i) the Fuel Gas volume held as the Emergency Stock and (ii) the Selling Price. The Fuel Gas shall be delivered and ownership thereof shall be transferred to the Customer at the Storage Facility.
2. The Parties acknowledge that − as at the Contract date and in accordance with the Rules of Storage Services − if the obligation to hold the Emergency Stock ceases to apply or the Contract expires or is terminated (for any reason), the Customer is obliged to offtake the Fuel Gas that comprised the Emergency Stock. For the avoidance of doubt, the Customer represents that it is aware of the SSO's procedure, defined in the Rules of Storage Services, for selling the Emergency Stock that has not been offtaken.
3. Upon the end of the Contract Term, the Fuel Gas that comprised the Emergency Stock shall be resold to PGNiG at the Storage Facility for the Resale Price / delivered to the Customer at an OTC point, unless the Parties enter into a subsequent Ticketing Service contract effective immediately upon the end of the Contract Term. The Contracted Capacity of the Fuel Gas delivery at the OTC point shall be [·] kWh/h.

§ 4 [Conditions ensuring the appropriate volume and quality of emergency stocks held − Art. 24b section 3 item 3 of the Act on Stocks]

1. PGNiG has entered into the Storage Agreement with the SSO, under which the SSO ensures the appropriate volume of Emergency Stock. PGNiG shall manage the quality of the Emergency Stock held under this Contract, in particular by choosing a Storage Facility (a group of storage facilities) where the Emergency Stock is created. At the Customer's request, PGNiG shall request the SSO to issue a confirmation that the Emergency Stock meets the quality requirements set out in the TNC.
2. Throughout the Contract duration, PGNiG shall not use the Emergency Stock for its own needs. PGNiG shall not contract any other entity to provide the Ticketing Service.

§ 5 [Maintenance, release and replenishment of natural gas emergency stocks − Art. 24b section 3 item 4 of the Act on Stocks]

1. PGNiG shall immediately notify the Customer of any release of the Emergency Stock by the SSO and shall provide the Customer with any relevant information obtained from the SSO, in particular information on the volumes of the Emergency Stock released.
2. Following a release of the Emergency Stock, PGNiG shall replenish it up to the volume specified in § 2 above. PGNiG shall replenish the Emergency Stock by injecting its own Fuel Gas to the Storage Facility within four months from the last day of the month when the release took place. In certain justified cases, PGNiG − acting under a separate authorisation from the Customer − may apply to the minister competent for energy for extension of that period up to eight months. For the avoidance of doubt, if the end of the replenishment period referred to in this § 5 section 2 falls after the end of the Contract Term, PGNiG shall complete replenishment of the Emergency Stock at the end of the Contract Term. If the Emergency Stock is released, the Customer shall pay PGNiG an amount equal to the product of (i) the volume of Fuel Gas injected to replenish the Emergency Stock and (ii) the Emergency Stock Replenishment Price. Ownership of the injected Fuel Gas shall be transferred to the Customer upon completion of the Emergency Stock replenishment process. The Fuel Gas shall be delivered and ownership thereof shall be transferred to the Customer at the Storage Facility.
3. [In connection with the conclusion of this Contract, the Customer shall maintain security in the form of [·] for a total amount of [·] until [·], for payments to be made under this Contract. Confirmation of the security creation was delivered to PGNiG prior to commencement of the Contract Term.
4. During the Contract Term, PGNiG shall have the right to request that the Customer increase the security or create new security for an amount specified by PGNiG in respect of payments to be made under this Contract.
5. Depending on the Customer's creditworthiness, PGNiG may make replenishment of the Emergency Stock conditional on the provision of additional security by the Customer.

§ 6 [Term of the Contract − Art. 24b section 3 item 5 of the Act on Stocks]

This Contract is concluded for one Gas Year, i.e. from 06:00 hours on October 1st 2017 to 06:00 hours on October 1st 2018.

§ 7 [Place of holding emergency stocks – Art. 24 b section 3 item 6 of the Act on Stocks]

1. During the Contract Term, the emergency stocks of natural gas shall be held at [·] (EIC: [·]); the [·] Storage Facility.
2. EIC of the Entry/Exit Point to/from Storage Facility: [·].

§ 8 [Performance of the obligations to prepare and provide information referred to in Art. 27 section 2 of the Act on Stocks – Art. 24b section 3 item 7 of the Act on Stocks]

[PGNiG, acting on the Customer's behalf under a power of attorney, shall present to the minister competent for energy and the President of URE information concerning / The Customer shall present to the minister competent for energy and the President of URE information concerning]:

a. the actual volume of emergency stocks of natural gas held and the place of their storage as at September 15th – by September 20th of each year;
b. actions taken in the period from January 1st to December 31st of the preceding year in order to ensure national fuel security with regard to gas trading with abroad or imports of natural gas and performance of the obligation to hold emergency stocks of natural gas – by May 15th of each year;
c. the actual volume of emergency stocks of natural gas to be held in the period from October 1st 2017 to September 30th 2018 and the place of their storage, as at October 1st 2017 – by October 10th 2017.

§ 9 [Rules of cooperation in the event of an inspection carried out by the President of URE with respect to performance of the obligations referred to in Art. 24 of the Act on Stocks – Art. 24b section 3 item 8 of the Act on Stocks]

1. The Parties undertake to cooperate in the event of an inspection by the President of URE regarding the Contract performance, in particular by:
   a. Sharing information about the inspection;
   b. Sharing information and documents to enable quick and effective responding to the President of URE's enquiries and providing the President of URE with requested information;
   c. Appointing contact persons to facilitate communication between the Parties in the inspection period;
   d. Scheduling frequent and regular meetings between the appointed persons in order to facilitate the flow of information and enable quick and effective responding to the President of URE's enquiries.
2. For the avoidance of doubt, the Parties agree that neither of them shall be authorised to represent the other Party during the President of URE's inspection.

§ 10 [Provisions concerning amendment of this Contract and its termination – Art. 24b section 3 item 9 of the Act on Stocks]

1. Upon any change of rates and prices in the SSO Tariff, the Monthly Fee shall be revised and recalculated based on the formula defined in Appendix 1 to this Contract. Such revision of the Monthly Fee shall not provide grounds for termination of this Contract.
2. The Customer may terminate this Contract with effect on the effective date of any amendment to generally applicable laws resulting in total abolition of its obligation to hold Emergency Stocks. In such event the Customer (i) shall pay the Monthly Fee pro rata to the part of the Gas Month in which such legislative amendment became effective, and (ii) shall pay the Compensation Fee specified in Appendix 1 to this Contract.
3. Termination of this Contract shall not affect the enforceability of any claims, including monetary claims, which arose prior to its termination.
4. This Contract may be terminated by either Party at one month's notice, with effect at the end of a Gas Month, in the event of a gross breach of its terms by the other Party, continuing in spite of the Party having received a prior notice requiring it to discontinue the breach and remedy its effects within an appropriate time limit set for that purpose, not shorter than 14 (fourteen) days. In such event, if the Contract is terminated by PGNiG, the Customer shall pay to PGNiG the Compensation Fee indicated in Appendix 1 to this Contract. If the loss sustained exceeds the Compensation Fee amount, PGNiG shall have the right to seek damages in excess of the Compensation Fee amount in accordance with the general provisions of law.
5. In the event that the Customer, in circumstances indicated in § 5 section 4, fails to create security at such time, in such form and for such amount as specified by PGNiG, PGNiG shall once again call upon the Customer to create the security within the time limit of 5 (five) Business Days from the date of receipt of such repeated demand. If the security is not created within the time limit set in the repeated demand, PGNiG shall have the right to terminate this Contract with immediate effect. In the event described in the paragraph below, the Customer shall be obliged to pay to PGNiG the Compensation Fee referred to in Appendix 1 to this Contract. If the loss sustained exceeds the Compensation Fee amount, PGNiG shall have the right to seek damages in excess of the Compensation Fee amount in accordance with the general provisions of law.
6. In the event of the Customer's failure to create the security referred to in § 5 section 5 of this Contract at such time, for such amount and in such form as specified by PGNiG, PGNiG shall have the right to terminate this Contract with immediate effect.

7. In the event that security created in respect of the payments expires in whole or in part during the Contract Term for any reason, the Customer shall be obliged to create new security on terms satisfactory to PGNiG. Validity of the new security shall start on the date of expiry of the former security. In the event that security expired and no new security has been created as required under this paragraph, PGNiG shall have the right to terminate this Contract with immediate effect and the Customer shall be required to pay to PGNiG the Compensation Fee referred to in Appendix 1 to this Contract. If the loss sustained exceeds the Compensation Fee amount, PGNiG shall have the right to seek damages in excess of the Compensation Fee amount in accordance with the general provisions of law.

§ 11 [The Parties' liability for failure to abide by the Contract terms – Art. 24b section 3 item 10 of the Act on Stocks]

1. PGNiG's liability for any damage incurred by the Customer as a result of or in connection with non-performance or improper performance of its obligations under this Contract shall be limited to the Monthly Fee due for the effective term of this Contract; however, this limitation of liability shall not apply to any damage inflicted upon the Customer wilfully.
2. Subject to any mandatory laws, the Parties' mutual liability shall be limited to the direct loss (*damnum emergens*). The Parties shall not be liable for any ceased profits (*lucrum cessans*). Each of the Parties shall be liable for the actions or omissions of any persons through the agency of whom it performs its obligations under this Contract, or to whom it delegated the performance of such obligations, as for its own actions or omissions.
3. The Parties acknowledge that the entry into this Contract shall not affect the Customer's potential liability under the Act on Stocks, including in particular under Art. 63 of this Act.

§ 12 [Payments under this Contract]

1. The Monthly Fee shall be payable for each Gas Month of the Contract Term in arrears. Invoices for payment of the Monthly Fee shall be issued to the Customer no later than by the 5th (fifth) Business Day of the following Gas Month. The Monthly Fee shall be payable by the 14th (fourteenth) day of the month following the Gas Month during which the Ticketing Service was provided, on condition of prior delivery of the relevant invoice.
2. Invoices for other payments shall be issued to the Customer after the end of the Gas Month to which a given payment relates.
3. Any other amounts due under this Contract, particularly amounts due in connection with sale of the Emergency Stock, shall be payable within 14 (fourteen) days from the date of delivery of a properly issued invoice, unless the Customer is obliged to pay the Selling Price in advance.
4. Contractual penalties, damages or other payments due in connection with any non-performance or improper performance of this Contract shall be payable on the basis of debit notes issued by authorised Parties, within 30 (thirty) days of delivery to the other Party of a debit note with a payment notice.
5. Any amounts due under this Contract shall be paid to PGNiG's bank account No.: [·].
6. Sale of Fuel Gas shall be subject to excise duty payable on the terms specified in the Act on Excise Duty. For the avoidance of doubt, in each case where the Customer is not an Intermediary Gas Entity as defined in the Act on Excise Duty, the Selling Price and the Emergency Stock Replenishment Price shall be increased by an appropriate amount of excise duty in accordance with the applicable regulations.
7. The prices and fee rates applicable to any settlements under this Contract are net amounts exclusive of excise duty and value added tax (VAT), and also exclusive of any costs incurred by the Parties in connection with sale of Fuel Gas, related to performance of the obligations defined in the Energy Efficiency Act.

§ 13 [Final provisions]

1. Any notices, statements and other official communications exchanged between the Parties in connection with this Contract shall be sent to the following addresses:

    a. For the Customer:

    _____

    b. For PGNiG:

_____

Contact persons:

a. For the Customer:

_____

b. For PGNiG:

_____

2. Any disputes arising under or in connection with this Contract shall be resolved by the court of general jurisdiction competent for the registered office of PGNiG.
3. If any provision of this Contract becomes invalid, this shall not affect the validity of its other provisions.
4. This Contract has been made in two counterparts, one for each Party.
5. Any amendments to this Contract shall be made in writing under pain of nullity.
6. Appendix 1 – Prices, Fees and Penalties constitutes an integral part of this Contract;

On behalf of PGNiG:	**On behalf of the Customer:**
_____	_____
_____	_____

Appendix 1 to the Contract

Prices, Fees and Penalties

1. "**Customer's gas**"

1.	Monthly Fee (§ 1 section 2 of the Contract)	
2.	Selling Price (§ 3 section 1 of the Contract)	
3.	Resale Price (§ 3 section 3 of the Contract)	
4.	Emergency Stock Replenishment Price (§ 5 section 2 of the Contract)	
5.	Adjustment of the Monthly Fee in connection with a change of rates and prices in the SSO Tariff (§ 10 section 1 of the Contract)	
6.	Compensation Fee (§ 10 sections 2, 4, 5 and 6 of the Contract)	

2. **“PGNiG’s gas”** Contract form

TICKETING SERVICE CONTRACT

entered into by and between:

Polskie Górnictwo Naftowe i Gazownictwo
Spółka Akcyjna in Warsaw

and

[·]

[“PGNiG’s gas” option]

Warsaw, [·] 2017

Definitions

In this Contract, the following words and expressions shall have the following meanings:

29. **Selling Price** − a unit price specified in Appendix 1 to this Contract at which Fuel Gas comprising the Emergency Stock is sold;
30. **Emergency Stock Replenishment Price** − a unit price specified in Appendix 1 to this Contract at which PGNiG's Fuel Gas used to replenish the Emergency Stock is paid for;
31. **Business Day** − as defined in the TNC;
32. **TNC** − the existing Transmission Network Code drawn up by the Transmission System Operator and implemented under the Energy Law;
33. **Storage Facility** − a storage facility or a group of storage facilities specified in this Contract and used for holding fuel gas, including for tankless storage of natural gas, owned or operated by an energy company, except for such part thereof as is used for production purposes and except for units used exclusively to fulfil the transmission system operator duties;
34. **Gas Month** − as defined in the TNC;
35. **Contract Term** − the term of this Contract;
36. **Storage System Operator (SSO)** − Gas Storage Poland Sp. z o.o., an energy company involved in the storage of fuel gas, whose duties are laid down in the Energy Law, which has been designated as the Operator by the President of URE.
37. **Transmission System Operator (TSO)** − Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A., an energy company involved in the transmission of fuel gas, responsible for network traffic in the gas transmission system, whose duties are laid down in the Energy Law, which has been designated as the Operator by the President of URE.
38. **Monthly Fee** − a fee for the Ticketing Service, specified in Appendix 1 to this Contract;
39. **Compensation Fee** − a fee referred to in Appendix 1 to this Contract;
40. **Fuel Gas** − 'natural gas' as defined in the Act on Stocks, i.e. high-methane or nitrogen-rich natural gas in any physical state, including liquefied natural gas (LNG) and compressed natural gas (CNG);
41. **Intermediary Gas Entity** − an intermediary gas entity within the meaning of the Act on Excise Duty;
42. **Energy Law** – the Polish Energy Law of April 10th 1997 (Journal of Laws of 2017, item 220, as amended);
43. **President of URE** − the President of the Energy Regulatory Office;
44. **OTC Point** − a Virtual Exit Point within the meaning of the TNC;
45. **Entry/Exit Point to/from Storage Facility** − an Entry/Exit Point on a connection to storage facilities or groups of storage facilities, whose EIC is specified in § 7 of this Contract;
46. **Gas Year** − as defined in the TNC;
47. **Rules of Storage Services** − the currently binding Rules of Storage Services of the SSO;
48. **SSO Tariff** − the currently binding tariff of Gas Storage Poland Sp. z o.o.;
49. **Contract** − this legal relationship between the Parties, as part of which the Ticketing Service is to be provided;
50. **Storage Agreement** − a fuel gas storage agreement concluded between PGNiG and the SSO;
51. **Ticketing Service** − as defined in § 1 section 1 of this Contract;
52. **Energy Efficiency Act** − the Polish Energy Efficiency Act of May 20th 2016 (Journal of Laws of 2016, item 831, as amended);

53. **Act on Excise Duty** − the Polish Act on Excise Duty of December 6th 2008 (Journal of Laws of 2017, item 43, as amended);

54. **Act on Stocks** − the Polish Act on Stocks of Crude Oil, Petroleum Products and Natural Gas, and on the Rules to be Followed in the Event of Threat to National Fuel Security or Disruptions on the Petroleum Market of February 16th 2007 (Journal of Laws of 2016, item 1899, as amended);

55. **Emergency Stock** − Fuel Gas held in a Storage Facility as emergency stock of the Customer's natural gas in fulfilment of its stockholding obligations within the meaning of the Act on Stocks.

This **Ticketing Service Contract** (**"Contract"**) was concluded in Warsaw on [·] 2017 by and between:

(3) **Polskie Górnictwo Naftowe i Gazownictwo Spółka Akcyjna,**

with its registered office at ul. Marcina Kasprzaka 25, 01-224 Warsaw, Poland, entered in the Business Register of the National Court Register under No. KRS 0000059492, whose registry file is kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, with the share capital of PLN 5,778,314,857.00, paid in full, and with tax identification number NIP 525-000-80-28 (**"PGNiG"**),

represented by:

……

……

and

(4) […]

Customer's ACER code: [·].

("**Customer**"),

represented by:

……

……

PGNiG and the Customer shall be referred to jointly as the "**Parties**" and separately as a "**Party**".

The Parties agree as follows:

§ 1 [Subject matter]

3. PGNiG shall provide to the Customer the Ticketing Service, referred to in Art. 24b section 1 of the Act on Stocks, consisting in the holding of Emergency Stock in fulfilment of delegated stockholding obligations.
4. The Customer shall pay to PGNiG the Monthly Fee specified in Appendix 1 to this Contract.

§ 2 [Volume of emergency stocks held − Art. 24b section 3 item 1 of the Act on Stocks]

During the Contract Term, the volume of Emergency Stock shall be [·] ([·]) MWh.

§ 3 [Performance of the service − Art. 24b section 3 item 2 of the Act on Stocks]

1. Upon commencement of the Contract Term, ownership of the Emergency Stock shall remain with PGNiG.
2. Upon release of the Emergency Stock, PGNiG shall transfer the ownership of a portion or of the entire Emergency Stock released and shall deliver it to the Customer, and the Customer shall offtake the Emergency Stock and pay the amount equal to the product of (i) the Fuel Gas volume held as the Emergency Stock and (ii) the Selling Price. If the period during which the Emergency Stock was released falls over more than one Gas Month, the Customer shall pay the Selling Price for the Emergency Stock volume released after the end of each Gas Month on the basis of an invoice issued by PGNiG.

§ 4 [Conditions ensuring the appropriate volume and quality of emergency stocks held − Art. 24b section 3 item 3 of the Act on Stocks]

1. PGNiG has entered into the Storage Agreement with the SSO, under which the SSO ensures the appropriate volume of Emergency Stock. PGNiG shall manage the quality of the Emergency Stock held under this Contract, in particular by choosing a Storage Facility (a group of storage facilities) where the Emergency Stock is created. At

the Customer's request, PGNiG shall request the SSO to issue a confirmation that the Emergency Stock meets the quality requirements set out in the TNC.

2. Throughout the Contract duration, PGNiG shall not use the Emergency Stock for its own needs. PGNiG shall not contract any othe entity to provide the Ticketing Service.

§ 5 [Maintenance, release and replenishment of natural gas emergency stocks − Art. 24b section 3 item 4 of the Act on Stocks]

1. PGNiG shall immediately notify the Customer of any release of the Emergency Stock by the SSO and shall provide the Customer with any relevant information obtained from the SSO, in particular information on the volumes of the Emergency Stock released.

2. Following a release of the Emergency Stock, PGNiG shall replenish it up to the volume specified in § 2 above. PGNiG shall replenish the Emergency Stock by injecting its own Fuel Gas to the Storage Facility within four months from the last day of the month when the release took place. In certain justified cases, PGNiG − acting under a separate authorisation from the Customer − may apply to the minister competent for energy for extension of that period up to eight months. For the avoidance of doubt, if the end of the replenishment period referred to in this § 5 section 2 falls after the end of the Contract Term, PGNiG shall complete replenishment of the Emergency Stock at the end of the Contract Term. After 4 (four) months from the last day of the last Gas Month in which the Emergency Stock was released (with the proviso that the four-month period shall not apply to the case referred to in the previous sentence, i.e. completion of replenishment at the end of the Contract Term), PGNiG shall settle with the Customer the difference between the Emergency Stock Replenishment Price and the Selling Price. The payment shall be made after completion of the Emergency Stock replenishment on the basis of a correction of the invoice for sale of Fuel Gas as part of the Emergency Stock released.

3. [In connection with the conclusion of this Contract, the Customer shall maintain security in the form of [·] for a total amount of [·] until [·], for payments to be made under this Contract. Confirmation of the security creation was delivered to PGNiG prior to commencement of the Contract Term.

4. During the Contract Term, PGNiG shall have the right to request that the Customer increase the security or create new security for an amount specified by PGNiG in respect of payments to be made under this Contract.

§ 6 [Term of the Contract − Art. 24b section 3 item 5 of the Act on Stocks]

This Contract is concluded for one Gas Year, i.e. from 06:00 hours on October 1st 2017 to 06:00 hours on October 1st 2018.

§ 7 [Place of holding emergency stocks – Art. 24b section 3 item 6 of the Act on Stocks]

1. During the Contract Term, the emergency stocks of natural gas shall be held at [·] (EIC: [·]); the [·] Storage Facility.
2. EIC of the Entry/Exit Point to/from Storage Facility: [·].

§ 8 [Performance of the obligations to prepare and provide information referred to in Art. 27 section 2 of the Act on Stocks – Art. 24b section 3 item 7 of the Act on Stocks]

[PGNiG, acting on the Customer's behalf under a power of attorney, shall present to the minister competent for energy and the President of URE information concerning / The Customer shall present to the minister competent for energy and the President of URE information concerning]:

d. the actual volume of emergency stocks of natural gas held and the place of their storage as at September 15th – by September 20th of each year;
e. actions taken in the period from January 1st to December 31st of the preceding year in order to ensure national fuel security with regard to gas trading with abroad or imports of natural gas and performance of the obligation to hold emergency stocks of natural gas – by May 15th of each year;
f. the actual volume of emergency stocks of natural gas to be held in the period from October 1st 2017 to September 30th 2018 and the place of their storage, as at October 1st 2017 – by October 10th 2017.

§ 9 [Rules of cooperation in the event of an inspection carried out by the President of URE with respect to performance of the obligations referred to in Art. 24 of the Act on Stocks – Art. 24b section 3 item 8 of the Act on Stocks]

1. The Parties undertake to cooperate in the event of an inspection by the President of URE regarding the Contract performance, in particular by:
   a. Sharing information about the inspection;
   b. Sharing information and documents to enable quick and effective responding to the President of URE's enquiries and providing the President of URE with requested information;
   c. Appointing contact persons to facilitate communication between the Parties in the inspection period;
   d. Scheduling frequent and regular meetings between the appointed persons in order to facilitate the flow of information and enable quick and effective responding to the President of URE's enquiries.
2. For the avoidance of doubt, the Parties agree that neither of them shall be authorised to represent the other Party during the President of URE's inspection.

§ 10 [Provisions concerning amendment of this Contract and its termination – Art. 24b section 3 item 9 of the Act on Stocks]

1. Upon any change of rates and prices in the SSO Tariff, the Monthly Fee shall be revised and recalculated based on the formula defined in Appendix 1 to this Contract. Such revision of the Monthly Fee shall not provide grounds for termination of this Contract.
2. The Customer may terminate this Contract with effect on the effective date of any amendment to generally applicable laws resulting in total abolition of its obligation to hold Emergency Stocks. In such event the Customer (i) shall pay the Monthly Fee pro rata to the part of the Gas Month in which such legislative amendment became effective, and (ii) shall pay the Compensation Fee specified in Appendix 1 to this Contract.
3. Termination of this Contract shall not affect the enforceability of any claims, including monetary claims, which arose prior to its termination.
4. This Contract may be terminated by either Party at one month's notice, with effect at the end of a Gas Month, in the event of a gross breach of its terms by the other Party, continuing in spite of the Party having received a prior notice requiring it to discontinue the breach and remedy its effects within an appropriate time limit set for that purpose, not shorter than 14 (fourteen) days. In such event, if the Contract is terminated by PGNiG, the Customer shall pay to PGNiG the Compensation Fee indicated in Appendix 1 to this Contract. If the loss sustained exceeds the Compensation Fee amount, PGNiG shall have the right to seek damages in excess of the Compensation Fee amount in accordance with the general provisions of law.
5. In the event that the Customer, in circumstances indicated in § 5 section 4, fails to create security at such time, in such form and for such amount as specified by PGNiG, PGNiG shall once again call upon the Customer to create the security within the time limit of 5 (five) Business Days from the date of receipt of such repeated demand. If the security is not created within the time limit set in the repeated demand, PGNiG shall have the right to terminate this Contract with immediate effect. In the event described in the paragraph below, the Customer shall be obliged to pay to PGNiG the Compensation Fee referred to in Appendix 1 to this Contract. If the loss sustained exceeds the Compensation Fee amount, PGNiG shall have the right to seek damages in excess of the Compensation Fee amount in accordance with the general provisions of law.
6. In the event that security created in respect of the payments expires in whole or in part during the Contract Term for any reason, the Customer shall be obliged to create new security on terms satisfactory to PGNiG. Validity of the new security shall start on the date of expiry of the former security. In the event that security expired and no new security has been created as required under this paragraph, PGNiG shall have the right to terminate this Contract with immediate effect and the Customer shall be required to pay to PGNiG the Compensation Fee referred to in Appendix 1 to this Contract. If the loss sustained exceeds the Compensation Fee amount, PGNiG shall have the right to seek damages in excess of the Compensation Fee amount in accordance with the general provisions of law.

§ 11 [The Parties' liability for failure to abide by the Contract terms – Art. 24b section 3 item 10 of the Act on Stocks]

1. PGNiG's liability for any damage incurred by the Customer as a result of or in connection with non-performance or improper performance of its obligations under this Contract shall be limited to the Monthly Fee due for the effective

term of this Contract; however, this limitation of liability shall not apply to any damage inflicted upon the Customer wilfully.

2. Subject to any mandatory laws, the Parties' mutual liability shall be limited to the direct loss (*damnum emergens*). The Parties shall not be liable for any ceased profits (*lucrum cessans*). Each of the Parties shall be liable for the actions or omissions of any persons through the agency of whom it performs its obligations under this Contract, or to whom it delegated the performance of such obligations, as for its own actions or omissions.
3. The Parties acknowledge that the entry into this Contract shall not affect the Customer's potential liability under the Act on Stocks, including in particular under Art. 63 of this Act.

§ 12 [Payments under this Contract]

1. The Monthly Fee shall be payable for each Gas Month of the Contract Term in arrears. Invoices for payment of the Monthly Fee shall be issued to the Customer no later than by the 5th (fifth) Business Day of the following Gas Month. The Monthly Fee shall be payable by the 14th (fourteenth) day of the month following the Gas Month during which the Ticketing Service was provided, on condition of prior delivery of the relevant invoice.
2. Invoices for other payments shall be issued to the Customer after the end of the Gas Month to which a given payment relates.
3. Any other amounts due under this Contract, particularly amounts due in connection with sale of the Emergency Stock, shall be payable within 14 (fourteen) days from the date of delivery of a properly issued invoice.
4. Contractual penalties, damages or other payments due in connection with any non-performance or improper performance of this Contract shall be payable on the basis of debit notes issued by authorised Parties, within 30 (thirty) days of delivery to the other Party of a debit note with a payment notice.
5. Any amounts due under this Contract shall be paid to PGNiG's bank account No.: [·].
6. Sale of Fuel Gas shall be subject to excise duty payable on the terms specified in the Act on Excise Duty. For the avoidance of doubt, in each case where the Customer is not an Intermediary Gas Entity as defined in the Act on Excise Duty, the Selling Price and the Emergency Stock Replenishment Price shall be increased by an appropriate amount of excise duty in accordance with the applicable regulations.
7. The prices and fee rates applicable to any settlements under this Contract are net amounts exclusive of excise duty and value added tax (VAT), and also exclusive of any costs incurred by the Parties in connection with sale of Fuel Gas, related to performance of the obligations defined in the Energy Efficiency Act.

§ 13 [Final provisions]

7. Any notices, statements and other official communications exchanged between the Parties in connection with this Contract shall be sent to the following addresses:

   a. For the Customer:

   _____

   b. For PGNiG:

   _____

   Contact persons:

   c. For the Customer:

   _____

   d. For PGNiG:

   _____

8. Any disputes arising under or in connection with this Contract shall be resolved by the court of general jurisdiction competent for the registered office of PGNiG.
9. If any provision of this Contract becomes invalid, this shall not affect the validity of its other provisions.
10. This Contract has been made in two counterparts, one for each Party.
11. Any amendments to this Contract shall be made in writing under pain of nullity.
12. Appendix 1 – Prices, Fees and Penalties constitutes an integral part of this Contract;

On behalf of PGNiG:	**On behalf of the Customer:**
_____	_____
_____	_____

Appendix 1 to the Contract

Prices, Fees and Penalties

2. "**PGNiG's gas**"

1.	Monthly Fee (§ 1 section 2 of the Contract)	
2.	Selling Price (§ 3 section 2 of the Contract)	
3.	Emergency Stock Replenishment Price (§ 5 section 2 of the Contract)	
4.	Adjustment of the Monthly Fee in connection with a change of rates and prices in the SSO Tariff (§ 10 section 1 of the Contract)	
5.	Compensation Fee (§ 10 section 2, 4, 5 and 6 of the Contract)	

Appendix 3 to the Rules – Power of Attorney

Warsaw, … 2017

POWER OF ATTORNEY

Acting on behalf of … with its registered office at [street], [zip code, city], entered in the Business Register maintained by the District Court for [name of the jurisdiction], [number of the court division] Commercial Division of the National Court Register, under No. KRS […], and with tax identification number NIP […], [for joint-stock companies – with the share capital of PLN […], paid in full] ("**Customer**", we do hereby confer a power of attorney on:

the following employees of **Polskie Górnictwo Naftowe i Gazownictwo S.A.** with its registered office at ul. Marcina Kasprzaka 25, 01-224 Warsaw, Poland, entered in the Business Register of the National Court Register under No. KRS 0000059492, whose registry file is kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, with the share capital of PLN 5,778,314,857.00, paid in full, and with tax identification number NIP 525-000-80-28 (**"PGNiG"**):

1. Mr/Ms […] holding personal identification number (PESEL) […] / identity card number […] – […]; and

2. Mr/Ms […] holding personal identification number (PESEL) […] / identity card number […] – […]; and

3. Mr/Ms […] holding personal identification number (PESEL) […] / identity card number […] – […];

and on each of them individually, authorising the said attorneys-in-fact to:

1. act as representatives before Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A., the President of URE and the Minister competent for energy, conduct legal transactions with those entities and do and perform other acts before them insofar as is necessary to obtain approvals for entry into a contract for the provision of services involving the fulfilment of delegated stockholding obligations with respect to emergency stocks of natural gas in accordance with the Polish Act of February 16th 2007 on Stocks of Crude Oil, Petroleum Products and Natural Gas, and on the Rules to be Followed in the Event of Threat to National Fuel Security or Disruptions on the Petroleum Market (Journal of Laws of 2017, item 1210, as amended) ("**Contract**"), including without limitation:

    a. requesting Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. to check the technical feasibility of supplying the emergency stocks of natural gas to the gas system within 40 days, provided the laws of general application so require;

    b. submitting a draft Contract agreed on with the Customer and results of the technical feasibility check with respect to supplying stocks of natural gas to the gas system (provided the laws of general application so require) to the President of URE for approval of the said documents by way of a decision issued to the Customer;

    c. submitting a copy of the executed Contract to the President of URE;

2. act as representatives before Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A., the President of URE and the Minister competent for energy and do and perform all and any acts before those entities insofar as is necessary to perform the Contract, including without limitation:

    a. providing Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. with information on the site where the emergency stocks of natural gas are held in order to enable the check of the technical feasibility of supplying these stocks to the gas system – by June 15th of each year; and for the Gas Year beginning on October 1st 2017 – by September 10th 2017.

b. providing the minister competent for energy and the President of URE with information on the actual volume of emergency stocks of natural gas held and on the site where they are held as at September 15th – by September 20th of each year;

c. providing the minister competent for energy and the President of URE with information on the actual volume of emergency stocks of natural gas to be held between October 1st 2017 and September 30th 2018 and on the site where they are held as at October 1st 2017 – by October 10th 2017;

d. providing the minister competent for energy and the President of URE with information on actions taken in the period from January 1st to December 31st of the preceding year in order to ensure national fuel security with regard to international gas trading or imports of natural gas and performance of the obligation to hold emergency stocks of natural gas; and

e. requesting Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. or Operator Systemu Magazynowania Gas Storage Poland sp. z o.o. to provide information on the volume of Emergency Stocks released.

This power of attorney shall expire on termination of the employment relationship between the attorney-in-fact and PGNiG.

Each of the attorneys-in-fact is hereby authorised to delegate the powers granted to him/her hereunder to any employee or employees of PGNiG, with full power of substitution and resubstitution under the same rules.

Appendix 4 to the Rules

Rules for Emergency Stock Delivery

These Rules for Emergency Stock Delivery at an OTC Point (**"Delivery Rules"**) are attached hereto as Appendix 4.

Table of contents

Section 1. Definitions 42

Section 2. Rules for Emergency Stock delivery 42

Section 3. Suspension and reduction of Fuel Gas supply 43

§ 1. Definitions

In the event of any discrepancy between the following terms and the terms used in the Rules or the Contract, the following terms shall prevail:

1. **Gas Day** − as defined in the TNC;
2. **Business Day** − as defined in the TNC;
3. **TNC** − the existing Transmission Network Code drawn up by the Transmission System Operator and implemented under the Energy Law;
4. **Gas Month** − as defined in the TNC;
5. **Contracted Capacity** – the quantity of Fuel Gas in kWh/h specified in the Contract which the Customer is required to offtake at the OTC Point immediately after the obligation to hold the Emergency Stock ceases to apply or the Contract is terminated. The Contracted Capacity shall be calculated as the average hourly quantity required to offtake the entire Fuel Gas previously held as Emergency Stock within a period of 40 days.
6. **Weekly Nomination –** a nomination for each Gas Day of a Gas Week, divided into hours**;**
7. **Transmission System Operator (TSO or Operator)** – as defined in the TNC;
8. **Fuel Gas** – as defined in the TNC;
9. **Virtual Trading Point** – as defined in the TNC;
10. **Renomination** – a change to the approved Weekly Nomination made by the Customer;
11. **Force Majeure** − as defined in the TNC;
12. **Emergency** − as defined in the TNC;
13. **TSO tariff** – the Operator's prices and charging rates and the terms and conditions of their application to the settlement of the Fuel Gas transmission service;
14. **Gas Week** – a period from 06.00 hours on Monday of the current week until 06.00 hours on Monday of the following week;

§ 2. Rules for Emergency Stock delivery

1. These Rules for Emergency Stock Delivery at an OTC Point govern the delivery of Fuel Gas held as Emergency Stock in a situation described in § 5 section 7 of the Rules.
2. If the Operator fails to meet the Fuel Gas quality parameters or Customer service quality standards, the Customer shall be entitled, at its request, to a discount determined in accordance with the TSO Tariff.
3. The TNC forms an integral part of these Delivery Rules.
4. The Customer shall submit Weekly Nominations in accordance with the requirements set out in Appendix 2 to these Delivery Rules. Every Gas Day, the Customer shall offtake the Daily Quantities of Fuel Gas as specified in the relevant Weekly Nomination.
5. The Parties acknowledge that PGNiG shall not transfer to the Customer any charges imposed on it by the Operator as a result of imbalance or failure to satisfy any nominations.
6. The quantity of Fuel Gas sold and offtaken shall be determined on the basis of submitted nominations accepted by the TSO. After completion of the Fuel Gas delivery, PGNiG shall prepare a "Delivery Report" in accordance with Appendix 1 to these Delivery Rules and shall submit it to the Customer.

§ 3. Suspension and reduction of Fuel Gas supply

1. PGNiG may suspend or reduce Fuel Gas supply under a relevant Contract if:
   - (i) the TSO is carrying out maintenance, diagnostic, repair, upgrade or connection works on the gas grid or metering systems, directly affecting the performance of the Contract by PGNiG;
   - (i) an Emergency has occurred in the gas grid, posing a risk of death or injury, an environmental risk, or a risk of property damage;
   - (ii) circumstances arise which give grounds for reducing Fuel Gas supply under the Act on Stocks or other laws of general application governing the implementation of measures aimed at ensuring gas supply security.
2. If the event of suspension or reduction of Fuel Gas supply by the Operator pursuant to applicable laws and regulations or the TNC, PGNiG's liability towards the Customer shall be limited to the amount of the Operator's liability towards PGNiG for suspension or reduction of Fuel Gas supply.

Appendix 1 to the Rules for Fuel Gas Delivery at an OTC Point – Delivery Report Template

Re Contract

Quantity of Fuel Gas in the offtake period from … to …

Gas Day	Quantity of Fuel Gas (kWh)
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	
21.	
22.	
23.	
24.	
25.	
26.	
27.	
28.	
29.	
30.	
31.	
32.	
33.	
34.	
35.	
36.	
37.	
38.	
39.	
40.	
TOTAL	kWh

Procedure for submitting Weekly Nominations and Renominations

I. Submitting Weekly Nominations.

1) By 14:00 hours on Wednesday of each Gas Week, the Customer shall submit a Weekly Nomination to PGNiG, specifying the Daily Quantities of Fuel Gas it intends to offtake in each hour of each Gas Day of the next Gas Week. The last Weekly Nomination submitted within the time limit specified above shall be considered. Failure to submit a Weekly Nomination within the time limit specified above shall cause PGNiG to assume a quantity of zero (0) for each Gas Day of the next Gas Week.

2) The Customer may change the quantities specified in a Weekly Nomination by submitting a Renomination. Once approved, the Renomination shall become the binding Weekly Nomination.

3) The Customer may submit Renominations:

   a) by 12:00 hours − for the next and the following Gas Days. The last Renomination submitted within the time limit specified above shall be considered.

   b) 3 hours before the time to which the change relates. Such Renominations may be submitted from 14:00 hours before the day of delivery to 02:00 hours on the day of delivery. The last Renomination submitted in each hour shall be considered.

4) PGNiG may reject a Weekly Nomination or Renomination if it is not compliant with the Contract or cannot be fulfilled due to technical constraints. PGNiG shall immediately notify the Customer of a Weekly Nomination or Renomination having been rejected and of the quantities it is able to deliver to the Customer. In such a case, the volumes specified by the Supplier shall become the binding Weekly Nomination.

5) The hourly gas quantities specified in Weekly Nominations and Renominations may not exceed the Contracted Capacity.

6) The information referred to in this Appendix 2 shall be exchanged between the Parties by means of an information technology system designed for submitting Weekly Nominations and Renominations, in accordance with Appendix 1 to Appendix 4 to the Contract.

7) In the event of a failure in the system referred to in section I. point 6 above, a method for submitting Weekly Nominations or Renominations shall be immediately agreed with PGNiG by telephone. The emergency method for submitting Weekly Nominations and Renominations is set out in section III. below.

8) If Fuel Gas is to be offtaken at a Virtual Trading Point, the Customer must submit an identical Nomination to the TSO and PGNiG.

9) If there are any discrepancies between nominations submitted by the Parties to the Operator and the Operator applies the “lesser rule” principle in line with the TNC, the Parties shall immediately take steps to deliver/offtake the quantities of Fuel Gas not accepted by the TSO for delivery, including steps to increase the maximum hourly quantity of Fuel Gas that the Customer may offtake in a Gas Day. If this is required, the Customer shall submit a renomination to the Supplier and the Parties shall submit appropriate renominations to the Operator.

II. **Information technology system**

The main channel for submitting Weekly Nominations and Renominations and for receiving feedback about whether a Weekly Nomination or Renomination has been accepted or rejected is the information technology system available via the website at: https://nominacje.pgnig.pl.

In the system, accounts will be created for the Customer’s representatives authorised to make arrangements and decisions related to submission and approval of Weekly Nominations and Renominations. Logins and passwords will be sent to the

appropriate addresses of the Customer. On the first login to the system, the Customer will be requested to accept the system's Terms of Use. Next, the system will force the Customer to change the password. The Customer will be responsible for protecting its login and password. PGNiG assumes no responsibility for the consequences of loss by the Customer of its login and password.

The website enables data concerning demand, Weekly Nominations and Renominations to be entered manually or using an MS Excel file. After logging in to the system, detailed operating instructions will be available under the 'Help' tab. PGNiG's dispatch services should be contacted if necessary.

The Customer shall immediately notify PGNiG of its inability to submit a Weekly Nomination or Renomination. Once a system failure has been confirmed by PGNiG's dispatch services, the Customer may use the emergency communication method described below.

Emergency communication method

In the event of a system failure which has been confirmed by PGNiG, Weekly Nominations and Renominations must be submitted using a method for their submission previously agreed with PGNiG, i.e. by means of communication channels specified in Appendix 2 (by telephone, fax or electronic mail (nominacje@pgnig.pl).

Rules for formatting and filling files

Data shall be submitted using ASCII (txt) text files or Excel (xls, xlsx) files. A file shall contain information regarding the Weekly Nomination and Renomination for each day of a Gas Week. All fields shall be filled in with appropriate values. If a field for nominating the quantity of Fuel Gas is left blank, this shall be treated as a nomination for a quantity of zero (0). In the case of Renominations, a change in daily values shall be made in accordance with the Contract.

File name formats (.xls,.xlsx and.txt):

NTddmmyyyynameww.xls or NTddmmyyyynameww.txt, (NT dd mm yyyy name ww) **where:**

NT - leading letters of the file name.

dd – a two-digit number designating a day (always the Monday of the week to which a Weekly Nomination or Renomination relates).

mm – a two-digit number designating the month to which a Weekly Nomination or Renomination relates (the month in which the Monday falls).

yyyy– a four-digit number designating the year to which a Weekly Nomination or Renomination relates (the year in which the Monday falls).

name – the name of a Station provided by PGNiG (abbreviated name allowed)

ww- number of the Weekly Nomination/Renomination in a given Gas Week (sequential numbers from 01 to 99). The numbering starts with the first Weekly Nomination/Renomination submitted using the emergency communication method.

xls worksheet format

Point ID	Counterparty code	Name	Year	Month	Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

txt file format

The rows represent individual entry or exit points. The cells in a row are separated by semicolons as shown below:

point ID; Counterparty code;Name;yyyy;mm;dd;d1;d2;d3;d4;d5;d6;d7

Guidelines for filling in worksheets:

Point ID – point number provided by PGNiG

Counterparty code – a four-character code UWXY assigned to the Customer by the Operator

Name – the name of a Station provided by PGNiG

yyyy – a four-digit number designating the year to which a Weekly Nomination/Renomination relates (the year in which the Monday of a given week falls)

mm – a number designating the month to which a Weekly Nomination/Renomination relates (the month in which the Monday falls)

dd – a number designating a day (always the Monday of the week to which a Weekly Nomination/Renomination relates)

Monday... Sunday (d1..d7) – the quantities specified in Weekly Nominations/Renominations for the consecutive days of the week from Monday (d1), stated in kilowatt hours, rounded to the nearest whole kilowatt hour.

Example of a filled-in sheet:

The first Weekly Nomination for the 6th week of 2010 (February 8th to February 14th 2010) for a station called 'Example'.

A) xls file name: NT08022010Example01.xls

Sheet name: Sheet1

Contents of Sheet1:

Point ID	Counterparty code	Name	Year	Month	Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
123456	UWXY	Example	2010	2	8	41291	39640	39640	39640	39640	39640	39640

Notes:

Cells in rows should be formatted with the General format.

The months from January to September should be designated with a single digit.

Days from 1 to 9 should be designated with a single digit.

B) txt file name: NT08022010Example0.txt

Contents:

123456;UWXY;Example;2010;2;8;41291;39640;39640;39640;39640;39640;39640

Notes:

The months from January to September should be designated with a single digit.

Days from 1 to 9 should be designated with a single digit.

UWXY − a four-character counterparty code assigned to the Customer by the Operator

Appendix 5 to the Rules – Certificate of a block on funds in bank account

City/town: ……

.....

/Bank seal/tel.:

CERTIFICATE

of a block on funds in bank account

On behalf of the Bank:

(bank details according to the Account Holder data format below), hereinafter referred to as the „Bank",

we certify that at the Account Holder's request

[data consistent with the format used in the introductory part of the framework agreement]

in account number...

we irrevocably blocked funds as security for receivables arising under contract / contracts... (contract number and date)

totalling PLN..... (in words:...) (security amount).

The aforementioned amount was blocked for the benefit of **Polskie Górnictwo Naftowe i Gazownictwo S.A.** with its registered office at ul. Marcina Kasprzaka 25, 01-224 Warsaw, Poland, entered in the Business Register of the National Court Register under No. KRS 0000059492, whose registry file is kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, with the share capital of PLN 5,778,314,857.00, paid in full, and with tax identification number NIP 525-000-80-28.

The blocked funds may only be paid to Polskie Górnictwo Naftowe i Gazownictwo S.A. on the basis of an appropriate power of attorney. Before expiry of the block, the blocked funds may only be released with the prior written permission of Polskie Górnictwo Naftowe i Gazownictwo S.A.

The Bank undertakes not to close the account in which the funds are blocked until a written consent is given by Polskie Górnictwo Naftowe i Gazownictwo S.A.

(signatures)

Appendix 6 to the Rules – Power of Attorney

Warsaw, …

POWER OF ATTORNEY

[the Customer's particulars in the format as in the introductory part of the Contract]

hereby grants

Polskie Górnictwo Naftowe i Gazownictwo S.A. with its registered office at ul. Marcina Kasprzaka 25, 01-224 Warsaw, Poland, entered in the Business Register of the National Court Register under No. KRS 0000059492, whose registry file is kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, with the share capital of PLN 5,778,314,857.00, paid in full, and with tax identification number NIP 525-000-80-28,

an irrevocable power of attorney to withdraw from the [Customer's] bank account held with

… (bank name)

No. …

a sum of PLN..... (in words:...) (security amount).

This power of attorney is granted to secure receivables arising under contract / contracts... (contract No. and date).

This power of attorney is irrevocable until a written release of the block is received from Polskie Górnictwo Naftowe i Gazownictwo S.A.

Signature(s) of the person(s) granting the power of attorney conform(s) to the signature specimen card.

.....

(Company stamp and signatures and stamps of persons authorised to represent the company)

.....

(Bank stamp and signatures and stamps of persons representing the bank where funds are blocked)

Appendix 7

Standard form of the Customer's statement on the allocation of Fuel Gas for the purposes of excise duty calculation[1]

1. The Customer declares that it **is / ~~is not~~**[2] an Intermediary Gas Entity (within the meaning of the Act on Excise Duty).
2. The Customer declares that **as at the date of this statement** / **starting from [ ]**[3] Fuel Gas purchased under the Contract is allocated as follows for the purpose of calculating excise duty:

No.	Intended use of fuel gas	Excise duty rate[4]	Percentage share in total purchases under the Contract[5]
1.	For heating purposes: 1) for the carriage of goods and passengers by rail; 2) for combined heat and electricity generation; 3) in agriculture, horticulture, fish farming and forestry; 4) in mineralogical, electrolytic and metallurgical processes, and for chemical reduction; ☐ 5) by an energy-intensive unit using gas products in which a system has been put in place to achieve environmental protection objectives or to improve energy efficiency. *[Art. 31b.1 of the Act on Excise Duty]* for heating purposes in:	Exempt from excise duty[6]	

[1] no such statement is required from a Customer being an Intermediary Gas Entity if the Customer has submitted to PGNiG an original or certified copy of the competent tax authority's confirmation stating that it has received a notice of the Customer's intention to start operating as an Intermediary Gas Entity.

[2] select as appropriate Within the meaning of the Act on Excise Duty, an Intermediary Gas Entity is in particular an entity:
(a) reselling natural gas, or
(b) using natural gas both for purposes covered by excise duty exemption and for purposes not exempt from excise duty, or
(c) using natural gas both for purposes covered by excise duty exemption and for purposes to which zero excise duty rate applies,
which has informed the head of the relevant customs office in writing of this activity.

If the Customer is an Intermediary Gas Entity, the Customer is obligated to submit to PGNiG an original or certified copy of the competent tax authority's confirmation stating that it has received a notice of the Customer's intention to start operating as an Intermediary Gas Entity. It should be submitted within three (3) Business Days of the confirmation of receipt of the aforementioned notice by the competent tax authority.

[3] select as appropriate If the Contract was concluded before November 1st 2013, this notification should take place within the time limit specified in the contract, but no later than on November 30th 2013.

[4] The exemption rules and rates, as set out in the table, reflect the state of law as at November 1st 2013. They may change in the event of any legislative changes.

[5] The percentage is only entered in if the Customer allocates fuel gas for multiple uses for the purpose of calculating excise duty. It should be determined in relation to the total volume of fuel gas (both for purposes exempt from and liable to excise duty), as a percentage, rounded off to two decimal places, so that the sum of individual shares adds up to 100.00%. When determining the extent to which fuel gas is consumed for household heating, the percentage share should be determined pro rata to the area of the property used for these purposes, taking into account the power of the heating appliances.

[6] The exemption is conditional upon specifying in the Contract that the products will be used for purposes covered by exemption. [Art. 31b.5 of the Act on Excise Duty]

	1) public administration institutions; 2) units of the Armed Forces of the Republic of Poland; 3) entities of the education system, referred to in Art. 2 of the Act of September 7th 1991 on the Education System; 4) crèches and children's clubs referred to in the Act of February 4th 2011 on the Care for Children Under 3 Years of Age; 5) healthcare providers referred to in Art. 4.1 of the Act of April 15th 2011 on Healthcare Activity; 6) social welfare organisational units referred to in Art. 6.5 of the Act of March 12th 2004 on Social Welfare; 7) organisations referred to in Art. 3.2 and Art. 3.3 of the Act of April 24th 2003 on Public Benefit and Volunteer Activities. *[Art. 31b.2.2-8 of the Act on Excise Duty]* for use in the process of electricity generation; for use in the production of energy products. *[Art. 31b.3.2-3 of the Act on Excise Duty]* for actuating stationary equipment or for heating purposes related to the actuation of stationary equipment, used for the purposes referred to in Article 31b.1.1-5 of the Act on Excise Duty, or for the purposes of transmitting, distributing or storing fuel gas. *[Art. 31b.4 of the Act on Excise Duty]*		
2.	for heating purposes in households; *[Art. 31b.2.1 of the Act on Excise Duty]* ☐	Exempt from excise duty[7]	
3.	for the propulsion: a) of aircraft, B) in shipping, including fishing cruises - except private cruises and private recreational flights referred to in Art. ☐	Exempt from excise duty[8]	

[7] The exemption is conditional:
1) in the case of gas products with code CN 2711 21 00 (high-methane gas E, nitrogen-rich gas Ls and Lw) - upon the products being sold in quantities not exceeding:
a) 10 m³/h - group E high-methane gas, not more than 8,000 m³ per year, or
b) 25 m³ / h - nitrogen-rich gas of Lw or Ls group, Ln or Lm group, not more than 10,650 m³ per year;
2) in the case of gas products with code ex CN 2711 29 00 (propane-butane-air, decompressed propane-butane) - upon the products being sold in quantities not exceeding:
a) 10 m³/h - propane-butane-air gas product, not more than 5,000 m³ per year, or
b) 10 m³/h - decompressed propane-butane gas product, not more than 1,000 m³ per year;
3) if the aforementioned gas products are sold in quantities greater than those specified above - upon obtaining from the purchaser of the products a statement to the effect that they do not use them for purposes other than running their household, including for the purposes of their business activities, or a statement concerning the quantity of the products used for purposes other than running the household, including for the purposes of their business activities, determined by the purchaser pro rata to the area of the property used for these purposes, taking into account the power of the heating appliances. [Art. 31b.6 of the Act on Excise Duty]
For the purposes of applying this exemption, a property wholly used for the purposes of business activities where the consumption of fuel gas does not exceed the quantities specified above is not considered a household. [Art. 31b.8 of the Act on Excise Duty]

[8] The exemption is conditional upon an invoice issued by PGNiG and the Customer's statement on the allocation of the gas products for exempt purposes. [Art. 31b.9 of the Act on Excise Duty]

	32.2 of the Act on Excise Duty. *[Art. 31b.3.1 of the Act on Excise Duty]*		
4.	for propulsion of internal combustion engines, save for the purposes listed above, which are covered by exemption ☐ *[Art. 89.1.12(a) second indent of the Act on Excise Duty]*	PLN 11.04 per GJ	
5.	for heating purposes, save for the purposes listed above, which are covered by exemption ☐ *[Art. 89.1.13 of the Act on Excise Duty]*	PLN 1.28 per GJ	
6.	for purposes other than heating, as additives or admixtures to heating fuels, for the propulsion of internal combustion engines or as additives or admixtures to engine fuels, excluding the purposes listed above, which are covered by exemption ☐ *[Art. 89.2 of the Act on Excise Duty]*	PLN 0	
Total consumption (should equal 100.00%)			

Appendix 8

Standard form of the Customer's statement on the allocation of Fuel Gas for the purposes of fulfilment of the obligations stipulated in the Energy Efficiency Act.

(Sample)

Customer's details

National Court Register (KRS) No.[9]:

Tax Identification Number (NIP):

Industry Identification Number (REGON):

STATEMENT

I/we represent that in[10]..... [month] 2017 the Fuel Gas purchased from PGNiG S.A. under Contract[11] No..... dated..... was offtaken in the following quantities:

1) for further resale -..... kWh
2) for internal needs -..... kWh, with the reservation that[12]:
    (a) for non-energy purposes a total of..... kWh was offtaken;
    (b) for electricity generation a total of..... kWh was offtaken;
    (c) for the purposes of heat generation for end users connected to the grid in the Republic of Poland, if the total capacity contracted for these customers is at least equal to 5 MW, a total of..... kWh was offtaken.

On behalf of the Customer:

[9] Fill in where applicable
[10] Delete as appropriate
[11] Where the customer has more than one Fuel Gas offtake site in the Contract, a separate Statement must be completed for each offtake site to which it will apply.
[12] Fill in where applicable.