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**TICKETING SERVICE CONTRACT**

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concluded by and between:

**Polskim Koncernem Naftowym ORLEN  
Spółką Akcyjną**

and

[·]

**[Option “Stocks on PKN Orlen’s gas”]**

Warsaw, on this day of [·] 2023

## Definitions

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

1. **Sales Price** – unit price specified in Appendix No. 2 to the Contract for which the Gas Fuel comprising the Mandatory Stock is sold;
2. **OTC Transaction Data** – transaction data on bilateral contracts concluded outside an organized trading facility;
3. **Mandatory Stock Replenishment Price** – unit price specified in Appendix No. 2 to the Contract at which Gas Fuel from PKN Orlen portfolio used for Mandatory Stock Replenishment is paid for;
4. **Gas Day** – as defined in the TNC;
5. **Business Day** - as defined in the TNC;
6. **PKN Orlen Group** – means Polski Koncern Naftowy Orlen S.A. and all its subsidiaries and affiliates of Polski Koncern Naftowy Orlen S.A. (whether direct or indirect) within the meaning of the Act of 15 September 2000 – the Code of Commercial Companies;
7. **TNC** – The Transmission Network Code currently in place, drawn up by the Transmission System Operator and implemented under the Power Law;
8. **Storage Facility** – a storage facility or a group of storage facilities specified in the Contract and used for holding Gas Fuel, 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 tasks of transmission system operator;
9. **Gas Month** – as defined in the TNC;
10. **Contract Term** – the term for which the Contract is executed, as referred to in § 6 section 1 of the Contract;
11. **Storage System Operator (SSO)** – Gas Storage Poland Sp. z o.o. - an energy company involved in the storage of Gas Fuel, whose duties are laid down in the Power Law, designated as the operator by the President of URE;
12. **Transmission System Operator (TSO)** – Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. - an energy company involved in the transmission of gas fuel, responsible for network traffic in the gas transmission system, the duties of which are laid down in the Power Law, designated as the operator by the decision of the President of URE;
13. **Monthly Fee** – fee payable for the provision of Ticketing Service, specified in Appendix No. 2 to the Contract;
14. **Compensation Fee** – a charge referred to in Appendix No. 2 to the Contract;
15. **Compensatory Fee** – a charge referred to in § 3 section 4 of the Contract, the amount of which is specified in Appendix No. 2 to the Contract;
16. **Gas Fuel** – has meaning identical to the definition of “Natural Gas” in the Law on Stocks, i.e. means high-methane or nitrogen-rich natural gas in any physical state, including liquefied natural gas (LNG) and compressed natural gas (CNG);
17. **Intermediary Gas Entity** – an intermediary gas entity within the meaning of the Law on Excise Duty;
18. **Power Law** – The Law of 10 April 1997 - the Power Law;
19. **President of URE** – means the President of Energy Regulatory Office;
20. **OTC Point** - Virtual Exit Point within the meaning of TNC;
21. **Entry/Exit Point to/from Storage Facility** - an Entry/Exit Point on a connection to storage facilities or groups of storage facilities, the EIC number of which was indicated in §7 of the Contract;
22. **Gas Year** – as defined in the TNC;

- 23. **Rules of Storage Services** – the Rules of Storage Services of the SSO currently in place or rules or instructions that will replace it, and as of the first day of validity of the instruction for Storage Facility approved by the President of URE – this instruction;
- 24. **Force Majeure** – as defined in the TNC;
- 25. **SSO Tariff** – the tariff of Gas Storage Poland Sp. z o.o. currently in place;
- 26. **Contract** – the legal relationship between the Parties covering the provision of the Ticketing Service;
- 27. **Storage Agreement** – a Gas Fuel storage agreement executed by and between PKN Orlen and SSO;
- 28. **Transmission Agreement** – a Gas Fuel transmission agreement executed by and between one of the Parties and TSO;
- 29. **Ticketing Service** – as defined in § 1 section 1 of the Contract;
- 30. **Law on Energy Efficiency** – means the Law of 20 May 2016 on Energy Efficiency;
- 31. **Law on Excise Duty** – means the Law of 06 December 2008 on Excise Duty;
- 32. **Law on Stocks** – means the Law of 16 February 2007 on Stocks of Crude Oil, Petroleum Products and Natural Gas and on the Procedures to be Applied in the Event of Threat to National Fuel Security or Disruptions on the Petroleum Market;
- 33. **Mandatory Stock** – Gas Fuel held in a Storage Facility, wherein Customer's mandatory stock was created within the meaning of the Law on Stocks.

This **Contract for the provision of services involving the fulfilment of delegated mandatory stockholding of natural gas obligations** was executed in Warsaw on the day of [-]by and between:

(1) **Polski Koncern Naftowy Orlen Spółka Akcyjna**

having its seat in Płock (09-411) at 7 Chemików Street, entered into the register of entrepreneurs of the National Court Register under entry no. KRS 0000028860, registry files kept by the District Court for the Łódź Śródmieście in Łódź, XX Commercial Department of the National Court Register, with share capital of PLN 1 451 177 561.25, fully paid-in, assigned the tax identification number NIP 7740001454 ("**PKN Orlen**"),

represented by:

.....  
.....

and

(2) **[...]**

Customer's ACER code: [-].

(the "**Customer**"),

represented by:

.....  
.....

PKN Orlen and the Customer shall be jointly referred to as the "**Parties**", and each of them separately as a "**Party**".

**WHEREAS:**

- A. The Customer is obligated to maintain Mandatory Stock of natural gas in association with the *[performance of business operations within the scope of foreign trade in natural gas (copy of decision granting the license of foreign trade in natural gas has been attached as Appendix No.1B to the Contract / performance of imports of natural gas)]*<sup>1</sup>;
- B. On the day of [-], President of Energy Regulatory Office issued to the Customer a decision verifying the quantity of Mandatory Stocks of natural gas in the quantity of [-] (say: [-]) MWh (a copy of said decisions has been attached as Appendix No. 1A to the Contract) for the period from 1 October [-] until 30 September [-];
- C. PKN Orlen provides the service consisting of performing tasks within the scope of maintaining Mandatory Stocks of natural gas, referred to in Article 24b of the Law on Stocks (the "**Ticketing Service**");
- D. [The Customer intends to commission PKN Orlen to maintain the Mandatory Stocks of natural gas within the scope of Ticketing Service in the quantity ensuing from the decision of the President of URE, referred to in Section B. above. /The Customer intends to commission PKN Orlen to maintain a part of Mandatory Stocks of natural gas within the scope of Ticketing Service, i.e. [-] % (say: [-] per cent) of the quantity of Mandatory Stocks of natural gas determined in the decision adopted by the President of URE, as referred to in Section B. above.]<sup>2</sup>;
- E. [The Customer hereby represents that at the moment of execution hereof it is a registered in the Central Register of Excise Entities Intermediary Gas Entity within the meaning of the Law on Excise Duty. (Certificate confirming registration as an Intermediary Gas Entity in the Central Register of Excise Entities issued by the Tax Administration Chamber in Poznań has been appended hereto as Appendix No. 1C).]<sup>3</sup>

**THE PARTIES RESOLVED TO EXECUTE THE CONTRACT IN THE FOLLOWING WORDING:**

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<sup>1</sup> To be selected in keeping with factual state.

<sup>2</sup> To be selected at Customer's discretion.

<sup>3</sup> Applicable in the case when the Customer is an Intermediary Gas Entity.

### **§ 1 [Subject-Matter of the Contract]**

1. PKN Orlen shall provide to the Customer the Ticketing Service, referred to in Article 24b section 1 of the Law on Stocks, consisting in the holding of Mandatory Stock in fulfilment of delegated stockholding obligations.
2. The Customer shall pay PKN Orlen the Monthly Fee specified in Appendix No. 2 to this Contract.

### **§ 2 [Volume of mandatory stocks held – Article 24b section 3 item 1 of the Law on Stocks]**

During the Contract Term, the volume of Mandatory Stock shall be [-] (say: [-]) MWh.

### **§ 3 [Performance of the service – Article 24b section 3 item 2 of the Law on Stocks]**

1. Upon commencement of the Contract Term, the Mandatory Stock remains the property of PKN Orlen.
2. Upon the release of Mandatory Stock, PKN Orlen shall transfer to the Customer in full or in part the ownership of the Mandatory Stock released and shall deliver it to the Customer, and the Customer shall offtake the Mandatory Stock and pay the amount equal to the product of (i) volume of Mandatory Stock released and (ii) the Sales Price. If the period during which the Mandatory Stock was released falls over more than one Gas Month, the Customer shall pay the Sales Price due for the Mandatory Stock volume released after the end of each Gas Month on the basis of an invoice issued by PKN Orlen.
3. During the Contract Term, PKN Orlen shall be monitoring the value of security for payments to be made under the Contract, 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 § 17 section 2 subsection d. of the Contract.
4. The Customer shall pay to PKN Orlen a Compensatory Fee in the amount specified in Appendix No. 2 to the Contract, at the Customer's choice<sup>4</sup>:
  - a. [Immediately after termination of the Contract (for the avoidance of doubt, also if the Customer's obligation to hold Mandatory Stock ceases to apply), calculated according to the formula specified in Appendix No. 2 to the Contract as an absolute amount (if negative) of the difference between, respectively, (i) the value of the Mandatory Stock at the time referred to above, and (ii) the value of the Mandatory Stock at the beginning of Contract Term.

The detailed method of calculating the Compensatory Fee is specified in Appendix No. 2 to the Contract;

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- b. Promptly upon the execution of the Contract - in the amount specified in Appendix No. 2 to the Contract.]

### **§ 4 [Conditions ensuring the appropriate volume and quality of mandatory stocks held – Article 24b section 3 item 3 of the Law on Stocks]**

1. PKN Orlen has entered into the Storage Agreement with the SSO, under which the SSO ensures the appropriate volume of Mandatory Stock. PKN Orlen shall manage the quality of the Mandatory Stock held under this Contract, in particular by choosing a Storage Facility (in particular: a group of storage facilities) where the Mandatory Stock is created. At the Customer's request, PKN Orlen shall request the SSO to issue a confirmation that the Mandatory Stock meets the quality requirements set out in the TNC.
2. Throughout the Contract duration, PKN Orlen shall not use the Mandatory Stock for its own needs. PKN Orlen shall not contract any other entity to provide the Ticketing Service.
3. PKN Orlen guarantees the Customer access to the maintained Mandatory Stock by, inter alia, providing access to information on the quality of the Mandatory Stock referred to in section 1 above, and guarantees the Customer's acquisition of the Mandatory Stock at the moment of its triggering, pursuant to § 3 section 2 of the Contract.

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<sup>4</sup> Depending upon Customer's decision, delete subsection a. or subsection b.

**§ 5 [Procedures applied in the course of maintenance of mandatory stocks of natural gas, release and replenishment of natural gas mandatory stocks following release – Article 24b section 3 item 4 of the Law on Stocks]**

1. PKN Orlen shall immediately notify the Customer of any release of the Mandatory Stock by the TSO and shall provide the Customer with any relevant information obtained from the SSO, including in particular the information on the volumes of the Mandatory Stock released.
2. Following a release of the Mandatory Stock, PKN Orlen shall replenish it up to the volume specified in § 2 above. PKN Orlen shall replenish the Mandatory Stock by injecting its own Gas Fuel to the Storage Facility within four months from the last day of the month when the release took place. In certain justified cases, a person indicated by PKN Orlen, acting under a separate authorisation from the Customer, may apply to the minister competent for energy for extension of that period by up to eight months.
3. Following the lapse of 4 (four) months from the last day of the last Gas Month in which the Mandatory Stock has been released, PKN Orlen shall settle with the Customer the difference between the Mandatory Stock Replenishment Price, the amount of which has been determined in Appendix No. 2 to the Contract and the Sales Price, the amount of which has been determined in Appendix No. 2 to the Contract. The payment shall be made following the completion of Mandatory Stock replenishment, based on correction of Gas Fuel sales invoice within the scope of the Mandatory Stock released.

**§ 6 [Term of the Contract – Article 24b section 3 item 5 of the Law on Stocks]**

This Contract is concluded for the period of 1 Gas Year, i.e. from 06:00 a.m. on 01 October 2023 until 06:00 a.m. on 01 October 2024 (“**Contract Term**”).

**§ 7 [Place of holding mandatory stocks – Article 24b section 3 item 6 of the Law on Stocks]**

1. During the Contract Term, the mandatory stocks of natural gas shall be held at [-] (Storage Facility [-], EIC Code: [-]/Storage Facility [-], EIC Code: [-], comprising the Group of Storage Facilities [-], EIC Code: [-]).
2. EIC Code of the Entry/Exit Point to/from Storage Facility: [-].

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

1. [PKN Orlen, acting on the Customer's behalf under a power of attorney (the power of attorney shall be provided in standard form attached as Appendix No. 5A hereto at Contract execution), 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]<sup>5</sup>:
  - a. the actual volume of mandatory stocks of natural gas held and the place of their storage as at 15 September – by 20 September of each year;
  - b. actions taken in the period from 01 January to 31 December 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 mandatory stocks of natural gas – by 15 May of each year.
2. If the Customer has granted PKN Orlen a relevant power of attorney within the scope referred to in section 1 item b. above, the Customer will be obligated to provide sufficiently in advance, at least 10 Business Days prior to the expiry of the statutory time limit, information on actions taken in the period from 01 January to 31 December 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 mandatory stocks of natural gas. If the Customer grants PKN Orlen a relevant power of attorney to that extent but fails to provide PKN Orlen 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.<sup>6</sup>

<sup>5</sup> At Customer's discretion. Shall the Customer hold only a part of Mandatory Stocks of natural gas within the scope of this Contract, the Customer will meet the information obligation on its own.

<sup>6</sup> Applicable when the Customer grants power of attorney for the performance of obligations, referred to in section 1.

**§ 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 Article 24 of the Law on Stocks – Article 24b section 3 item 8 of the Law 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 inquiries from the President of URE 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 inquiries from the President of URE.
2. For the avoidance of doubt, the Parties agree that neither of them shall be authorised to represent the other Party during the inspection by the President of URE.

**§ 10 [Provisions concerning amendments to this Contract and its termination – Article 24b section 3 item 9 of the Law on Stocks]**

1. Upon any change of rates and prices in the SSO Tariff, in particular in the case referred to in point 4 of Appendix No.2 to the Contract (Monthly Fee (§1 section 2 of the Contract)) the Monthly Fee shall be revised and recalculated based on the formula defined in Appendix No. 2 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 Mandatory Stocks. In such event, the Customer shall pay to PKN Orlen (i) the Monthly Fee pro rata to the part of the Gas Month in which such legislative amendment became effective, and (ii) the Compensation Fee specified in Appendix No. 2 to this Contract.
3. Termination of this Contract shall not affect the enforceability of any claims, including monetary claims, which arose prior to Contract 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 PKN Orlen, the Customer shall pay to PKN Orlen the Compensation Fee indicated in Appendix No. 2 to this Contract. If the loss sustained exceeds the Compensation Fee amount, PKN Orlen shall have the right to seek damages in excess of the Compensation Fee amount in accordance with the general provisions of the law.
5. In the event that the Customer, under circumstances indicated in § 17 section 2 of the Contract, fails to establish security in due time, in such form and for such amount as specified by PKN Orlen, PKN Orlen shall once again call upon the Customer to establish 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 established within the time limit set in the repeated demand, PKN Orlen 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 PKN Orlen the Compensation Fee referred to in Appendix No. 2 to this Contract. If the loss sustained exceeds the Compensation Fee amount, PKN Orlen shall have the right to seek damages in excess of the Compensation Fee amount in accordance with the general provisions of the law.
6. In the event that security established in respect of the payments expires in whole or in part during the Contract Term for any reason, the Customer shall be obligated to establish new security on terms accepted by PKN Orlen. The validity of the new security shall commence on the expiration date of former security. In the event that security expired and no new security has been established as required under this paragraph, PKN Orlen shall have the right to terminate this Contract with immediate effect and the Customer shall be required to pay to PKN Orlen the Compensation Fee referred to in Appendix No. 2 to this Contract. If the loss sustained exceeds the Compensation Fee amount, PKN Orlen shall have the right to seek damages in excess of the Compensation Fee amount in accordance with the general provisions of the law.
7. In the event the Customer fails to deliver to PKN Orlen the documents confirming the establishment of the security referred to in § 17 section 1 below or fails to establish such security, PKN Orlen will have the right to terminate this Contract with immediate effect and the Customer shall be required to pay to PKN Orlen the Compensation Fee referred to in Appendix

No. 2 to this Contract. If the loss sustained exceeds the Compensation Fee amount, PKN Orlen shall have the right to seek damages in excess of the Compensation Fee amount in accordance with the general provisions of the law.

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

1. Save as otherwise provided in the Contract, including the following sentence, the Parties shall be liable for non-performance or improper performance of contractual obligations under general rules, in particular for penalties imposed on the Customer for non-performance of obligations under the Law on Stocks, entrusted to PKN Orlen pursuant to this Contract. If the non-performance or improper performance of PKN Orlen's obligations is caused by non-performance or improper performance of the Storage Agreement by the SSO, PKN Orlen shall reimburse the Customer for the actual costs incurred as a result of payment of administrative penalties imposed on the Customer as a result of non-performance or improper performance of obligations under the Contract to the extent that PKN Orlen obtains compensation for the damage resulting from such non-performance from the SSO. PKN Orlen hereby undertakes to use all legal remedies available thereto to seek full compensation from the SSO, of which PKN Orlen shall inform the Customer. At the same time, the Customer undertakes to use all legal remedies available thereto to revoke the decision imposing administrative penalties or to reduce the amount of such penalties.
2. Subject to the mandatory laws, mutual liability of the Parties shall be limited to the actual damage. The Parties shall not be liable for any lost profits. 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 Law on Stocks, including in particular under Article 63 of Law on Stocks.
4. The Customer undertakes that shall the circumstances occur, under which running business operations is subject to provisions of the Power Law that require a licence for trading in Gas Fuel, the Customer will run such operations exclusively upon the acquisition of such license. The Customer undertakes to cover the entire loss incurred by PKN Orlen in the case when the Customer is running the operations, referred to the preceding sentence, without the required license.
5. The Customer shall be held liable for the losses incurred by PKN Orlen in consequence to the failure to notify PKN Orlen within the time limits prescribed in the Contract of the loss of the right to exemption from excise duty, change in the destination of Gas Fuel or loss of the status of Intermediary Gas Entity (the obligations, referred to in § 13, § 14 and § 15 of the Contract). PKN Orlen shall be vested with the right to be indemnified by the Customer in the amount necessary to cover any costs, expenditures and penalties incurred by PKN Orlen in association with Customer's failure to provide the information referred to above.

**§ 12 [Payments under this Contract]**

1. The Monthly Fee set forth in Appendix No. 2 to the Contract shall be payable for each Gas Month in arrears. For the avoidance of doubt, the Parties hereby confirm that the amount of Monthly Fee shall remain unaltered during the period from the release of Mandatory Stock until the replenishment of Mandatory Stock is completed. In the case of change in SSO Tariff, the amount of Monthly Fee shall be changed upon the rules set forth in § 10 section 1 of the Contract. 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 or within 5 (five) days from the day of delivery of the original copy of the invoice, whichever is later.
2. Invoices for other payments, including those ensuing from § 3, 5 and 6 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 Mandatory Stock, shall be payable within 14 (fourteen) days from invoice issue date, but not earlier than 5 (five) days from the date of delivery of invoice, unless the Customer is obliged to pay the Sales Price in advance.
4. Unless specific provisions under the Contract provide otherwise, 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 from issue date of given debit note with demand of payment, but not earlier than 5 (five) days from the delivery to the other Party of a debit note with payment notice.



5. Shall the payment date fall on a statutory holiday, the effective date will be postponed until next Business Day. The Monthly Fee and other payments due under this Contract shall be paid in Polish Zlotys (PLN), unless the Contract provides otherwise. Any amounts due under this Contract shall be paid to the bank account indicated in the Contract. A change in bank account number shall require a statement made in writing, in compliance with the rules of representation and will not be deemed an amendment to the Contract. The date of payment of the amounts due shall be deemed the date such amounts are credited to the bank account of PKN Orlen. Untimely payment of due amounts shall result in the charging of interest for delay in compliance with the Law on counteracting excessive delays in commercial transactions of 08 March 2013.
6. PKN Orlen shall be vested with the right, but not an obligation, to compensate any amounts due for payment thereto by the Customer against Customer's receivables.
7. Any amounts due under this Contract shall be paid to PKN Orlen's bank account No.: [-].
8. Sale of Gas Fuel shall be subject to excise duty payable on the terms specified in the Law on Excise Duty. For the avoidance of doubt, in each case where the Customer is not an Intermediary Gas Entity as defined in the Law on Excise Duty, in particular the Sales Price and the Mandatory Stock Replenishment Price shall be increased by an appropriate amount of excise duty in accordance with applicable regulations. Excise duty rates shall be charged in keeping with the generally binding provisions of the law.
9. 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 Gas Fuel, related to performance of the obligations defined in the Law on Energy Efficiency. The prices and fee rates referred in the preceding sentence shall be increased by excise duty rates, VAT tax and costs incurred by the Parties in association with the performance of obligations, stipulated under the Law on Energy Efficiency, in keeping with the generally binding provisions of the law.
10. 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 be deemed a release from the obligation to timely pay any amounts due.

#### **§ 13 [Excise duty]**

1. The Customer hereby undertakes to:
  - a. no later than on the day of issuing by PKN Orlen of an invoice concerning the sale of the Gas Fuel comprising the Mandatory Stock, submit to PKN Orlen the "Customer's statement on the allocation of Gas Fuel for the purposes of excise duty calculation" using the form attached as Appendix No. 3 to the Contract, which, upon its receipt by PKN Orlen, shall become an integral part of the Contract and shall be used to perform obligations under the Contract, with the provision that this obligation shall not apply to a Customer who is an entity registered in the Central Register of Excise Entities as an Intermediary Gas Entity that provided PKN Orlen with documents constituting Appendix No. 1C to the Contract. Failure to deliver within the time limit referred to above of aforementioned documents shall authorise PKN Orlen to charge excise duty based on the highest rate;
  - b. perform towards PKN Orlen its disclosure obligations under the Law on Excise Duty, in particular notify PKN Orlen in writing of a change in allocation of Gas Fuel for the purposes set out in the Law on Excise Duty or notify PKN Orlen 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.
2. PKN Orlen hereby represents that it is an Intermediary Gas Entity within the meaning of the Law on Excise Duty.

#### **§ 14 [Obligations ensuing from EMIR and REMIT regulations]**

1. The Customer undertakes to perform its disclosure obligations arising under Regulation (EU) No. 648/2012 of the European Parliament and of the Council of 04 July 2012 on OTC derivatives, central counterparties and trade repositories (EMIR).  
The Customer undertakes to perform its disclosure obligations arising under Regulation (EU) No. 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency (REMIT) and under Commission Implementing Regulation (EU) No 1348/2014 of 17 December 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:
  - a. 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 section 3 below;
  - b. its Legal Entity Identifier (LEI code) within the meaning of Commission Implementing Regulation (EU) 2017/105 of 19 October 2016 amending Implementing Regulation (EU) No 1247/2012 laying down implementing technical standards with regard to the format and frequency of trade reports to trade repositories according to Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories, will be active not later than on date of sale of Gas Fuel which constitutes the Mandatory Stock.
3. 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 25 October 2011 on wholesale energy market integrity and transparency (REMIT)
4. If the Mandatory Stock is released during the Contract term, delivery of the Gas Fuel and financial settlement on the account of delivered quantities of Gas Fuel used in connection with releasing the Mandatory Stock shall be made pursuant to rules set out in the Law on Stocks. Obligations within REMIT reporting of such transactions shall be borne by the Customer.

#### **§ 15 [Obligations stipulated in the Law on Energy Efficiency]**

1. In association with its business operations, the Customer hereby undertakes to purchase and offtake Gas Fuel for the purpose of utilisation for its own needs or for the purpose of resale, in compliance with the declaration, submitted in keeping with the provisions under section 2 below. Shall a change in the purpose of utilisation by the Customer of Gas Fuel require it to acquire a license as stipulated in the Power Law, the Customer will be obligated to promptly notify PKN Orlen of such fact and on such license held.
2. The prices, fees and charges stipulated in the Contract, and in particular the Sales Price or the Mandatory Stock Replenishment Price, shall not include the costs incurred by the Parties in association with the sale of Gas Fuel, and ensuing from the performance of obligations set forth in the Law on Energy Efficiency. Such costs shall be added by virtue of a declaration of a Party on the purpose of Gas Fuel consumption for the needs of performance of the obligations set forth in the Law on Energy Efficiency. The Parties hereby undertake to submit, in the Gas Month in which the Gas Fuel has been sold, and at the latest by the day preceding the issue date of invoice for given Gas Month, the declaration of the purpose of Gas Fuel consumption for the needs of performance of the obligations set forth in the Law on Energy Efficiency, in keeping with Appendix No. 4 to the Contract. Shall the Customer fail to submit the declaration on the purpose of Gas Fuel consumption by the day preceding the issue date of invoice, PKN Orlen will increase the prices, fees and charges stipulated in the Contract, and in particular the Sales Price or the Mandatory Stock Replenishment Price, by the costs of implementation of the obligations stipulated in the Law on Energy Efficiency to the total volume of Gas Fuel. Shall the Customer submit the declaration of the purpose of Gas Fuel consumption after the issue date of invoice, PKN Orlen will promptly issue a correction of an appropriate invoice. The costs referred to above have been indicated in Appendix No. 2 to the Contract.

#### **§ 16 [Additional provisions concerning the performance of the Contract]**

1. [PKN Orlen, acting on behalf of the Customer under a power of attorney (such power of attorney being granted on a standard form attached hereto as Appendix No. 5A at Contract execution) / the Customer, acting on its own]<sup>7</sup>, shall provide the TSO with information on the site where the Mandatory Stocks are held in order to enable it to check the technical feasibility of supplying these stocks to the gas system – by 15 June of each year.

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<sup>7</sup> At Customer's discretion. Shall the Customer hold only a part of Mandatory Stocks of natural gas within the scope of this Contract, the Customer will meet the information obligation on its own.

2. The Customer shall be obligated to promptly provide PKN Orlen with information on the results of verification by TSO of the technical feasibility of supplying Mandatory Stocks of natural gas to the gas system within a period not longer than the period specified in the provisions of the Law of Stocks.
3. PKN Orlen may provide SSO, TSO, minister competent for energy, President of URE and other administrative bodies with information on the provision of Ticketing Service to the Customer to the extent required under generally binding provisions of the law, including in particular: (i) the Contract Term, (ii) the volume of Mandatory Stock held to the benefit of the Customer, (iii) the offtake power of Gas Fuel comprising Mandatory Stock held to the benefit of the Customer, and shall provide such entities and bodies upon their demand with any clarifications concerning the provision of Ticketing Service.
4. For the purpose of performance of obligations under the Rules of Storage Services, PKN Orlen shall be authorised in particular to deliver to SSO the photocopies of (i) decisions of President of URE verifying the volume of Mandatory Stocks of natural gas issued to the Customer and (ii) decisions of the President of URE approving the draft Contract. In conjunction with the wording of point 2.8.2. of the Rules of Storage Service, which imposes on PKN Orlen an obligation to deliver to the SSO photocopies of the decision of the President of URE on the verification of the volume of stock or on establishing the volume of stock, the Customer shall immediately provide PKN Orlen with a photocopy of the subject decision in order to enable PKN Orlen the fulfilment of this obligation.
5. Promptly, but within 14 days at the latest from the execution of the Contract, the Customer unilaterally shall deliver a copy of the Contract to the President of URE.
6. The Parties hereby confirm that PKN Orlen shall be authorised, under a power of attorney, to request from TSO or SSO on behalf of the Customer, to acquire information on the volume of Gas Fuel comprising the basis for accounts for offtaken mandatory stocks of natural gas, referred to in Article 52a of the Law on Stocks (the power of attorney shall be granted in the form consistent with the form presented in Appendix No. 5B to the Contract at Contract execution).
7. In the course of Contract performance, the Parties shall comply with the following acts in place: TNC and Rules of Storage Services. The Parties shall cooperate to timely submit the documents or fulfil other requirements, expected in association with a possible amendment to the law, TNC or to Rules of Storage Services.
8. The Parties hereby undertake to provide each other with any information, necessary for proper performance of the Contract.
9. The Customer hereby represents that it is a party to binding Transmission Agreement with the TSO, by virtue of which it is vested with the right to use the capacities at the Virtual Point or that the Transmission Agreement with the TSO, authorising the Customer to use the capacities at Virtual Point, will be executed by the Customer within the time limit allowing the performance of the Contract.
10. Subject to § 14 section 4 [PKN Orlen], acting on behalf of the Customer under REMIT Agreement (executed no later than on the date of conclusion of the Contract in standard form attached hereto as Appendix No 9) undertakes to report on behalf of the Customer on OTC Transaction Data concerning natural gas sale under the Contract according to REMIT Regulation, Implementing Regulation and the Terms and Conditions of RRM Towarowa Gielda Energii S.A currently in place to the extent specified in Table 1 and Table 2. <sup>8</sup> [The Customer on its own] performs obligations concerning reporting on OTC Transaction Data r concerning natural gas sale under the Contract according to REMIT Regulation, Implementing Regulation and the Terms and Conditions of RRM Towarowa Gielda Energii S.A currently in place to the extent specified in Table 1 and Table 2.

## **§ 17 [Security in respect of payments]**

1. [Pursuant to the execution of the Contract, the Customer is obligated to maintain security backing the payments under the Contract in the form of [-], for the total amount of [-], for the period from 1 October 2023 until [-] (year). The Customer shall be obligated to deliver to PKN Orlen the documents confirming the establishment of security at the latest on the commencement date of the Contract Term (i.e. 01 October) and to maintain such security throughout the entire period indicated in the preceding sentence. PKN Orlen 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

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<sup>8</sup>. At Customer's discretion.

Contract. Shall the security for payments be provided in the form of a cash deposit, the security will be established on PKN Orlen bank account no.: [·].]<sup>9</sup>

2. 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 one of the credit rating agencies: Fitch, S&P, Moody's or another credit rating agency which also covers PKN Orlen 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 Law of 09 April 2010 on Disclosure of Business Information and Exchange of Business Data or is listed in the register of insolvent debtors maintained under the Law of 20 August 1997 on the National Court Register.

or

- d. the security provided is insufficient to secure the payments arising under this Contract,

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

3. The security referred to in section 2 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 PKN Orlen;
- b. block of funds in a bank account confirmed by the account bank in a statement attached hereto as Appendix No. 6, with an authorisation to withdraw the blocked funds granted by the Customer to PKN Orlen pursuant to a power of attorney attached hereto as Appendix No. 7. 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 PKN Orlen 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. statement on submission to enforcement within the meaning of provisions under Article 777 § 1 sections 4-6 of the Act of 17 November 1964 - Code of Civil Procedure, under conditions acceptable to PKN Orlen prior to the submission of statement by the Customer;
- e. any other form agreed by the Parties.

4. Having provided security, the Customer may, at its option, provide new security in accordance with section 3 to replace the existing one, provided that the terms and conditions of such new security are approved by PKN Orlen prior to its creation and are not inferior to those of the security to be replaced. Where the form of security is changed, PKN Orlen 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.

5. PKN Orlen may at any time and at its own discretion enforce its claims, together with interest, arising under this 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.

6. The security provided under section 2 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 section 2 subsections b. and c. cease to exist, or (iii) immediately after all the amounts due and payable have been paid up if the Contract expires.

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<sup>9</sup> Applicable in the case when given Customer is found to be obligated to maintain security.

7. If the Customer does not publish full-year financial statements, the Customer shall, at the request of PKN Orlen, provide its full-year financial statements for the preceding financial year with 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).

#### **§ 18 [Confidentiality]**

1. The Parties agree to maintain confidentiality of information provided directly or indirectly (in any form, i.e. in particular in oral, written, electronic form), as well as information obtained in any other way during mutual cooperation, inter alia in connection with conclusion and performance of this Contract, if such information relates directly or indirectly to the Party, companies of the Party's Group or their counterparts/contractors, including the contents hereof. The Parties agree that any technical, technological, organisational or other information of commercial value which, in whole or in part in a specific specification and collection of their elements, is not generally known to the persons usually dealing with a given type of information or that is not easily available to such persons, with regard to which the Party, being an entity authorised to use and dispose of it, has taken, while observing due diligence, actions aimed at maintaining its confidentiality, transmitted by the Party or on its behalf or otherwise obtained by the Party while negotiating, concluding and performing the Contract shall be treated as business secrets within the meaning of the Act of 16 April 1993 on combating unfair competition (hereinafter: "Business Secrets"), unless at the time of transfer, the transferor shall determine in writing or in electronic form different nature of such information from the specified above.
2. As commitment to maintain the confidentiality of information referred to in section 1 above, the Parties understand the prohibition to use, disclose and transfer such information in any manner and to any third party, except in case if:
  - 2.1. disclosure or use of the information is necessary for proper implementation of this Contract and in accordance herewith, or
  - 2.2. the information at the time of its disclosure was already publicly available and had been disclosed by the Party or with its consent or in manner other than through act or omission that was unlawful or contrary to any agreement, or
  - 2.3. the Party has been obliged to disclose information by a court or an authorised body, in particular 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 the law, or to pursue its rights before a court or administrative authority;
  - 2.4. the Party has expressed its written consent to disclosure or use of information for a specific purpose, in manner indicated by the other Party.
3. The Parties shall undertake such safety measures and follow such procedures that will be appropriate and sufficient to ensure safe processing of Business Secrets, including compliant with the Contract and the provisions of law, to prevent any unauthorised use, transfer, disclosure or access to such information. The Parties shall not, in particular, copy or fix the Business Secrets if it is not justified by its due performance hereof. The Parties shall immediately notify of any violation of protection rules or unauthorised disclosure or use of the Business Secrets processed in connection with Contract execution.
4. The obligation to maintain confidentiality of the information referred to in section 1 above also extends to the Parties' staff and other persons, including, in particular, auditors, consultants and subcontractors, to whom the Party shall disclose such information. The Party shall impose on the above mentioned persons, in writing, an obligation to protect the Business Secrets under at least the same terms and conditions as stipulated herein. The Parties shall bear full responsibility for acts or omissions of persons who have been provided with access to the Business Secrets, including liability referred to in section 6.
5. The obligation to maintain the confidentiality of information shall be binding throughout the term hereof, as well as for 10 years after its termination, expiry or cancellation or impairment of its legal effects.
6. In the event of unauthorised use, transfer or disclosure by the Party of the Business Secrets, the other Party shall be entitled to request the Party to pay a contractual penalty in the amount of PLN 100 000,00 for each case of unauthorised use, transfer or disclosure of the aforementioned information. Payment of the contractual penalty specified above shall not limit the right of the Party to claim compensation under the general principles, where the value of the incurred damage exceeds the penalty amount stipulated herein. This does not exclude in any way other

sanctions and entitlements of the Party as provided by law, including the Act of 16 April 1993 on combating unfair competition.

7. The Customer is obliged to fulfil, on behalf of the PKN Orlen as the Controller within the meaning of the applicable data protection laws, immediately but not later than 30 (thirty) days of the conclusion of this agreement with PKN Orlen, the information obligation towards natural persons employed by the Customer or cooperating with the Customer in the course of conclusion or performance of this agreement, including members of bodies, proxies, representative of the Customer without regard to the legal grounds of the cooperation, whose personal data were made available to the PKN Orlen by the Customer in connection with the conclusion or performance of the Contract. The above obligation should be met by means of providing the persons with the information clause constituting Annexe No. 8 to this Contract, with simultaneous compliance with the accountability principle.

#### **§ 19 [Renegotiation clause]**

1. Shall the situation on the gas market in the Republic of Poland be subject to significant change, and shall such change exert direct influence upon the extent or manner of Contract performance, each of the Parties may request the other Party to commence negotiations concerning the amount of Monthly Fee. Such request should be made as a written notice and should be delivered to the other Party in accordance with this Contract. The notice should contain a request for renegotiation of the Monthly Fee provided for in the Contract and grounds for the request referring to reasons for renegotiation of the Monthly Fee specified in this section.
2. 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 the changed market conditions underlying the renegotiation request. If within 3 (three) months following the delivery date of the written notice the Parties fail to reach an agreement, such agreement being based on execution within the aforementioned time limit of an appropriate annex to relevant 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 of the Parties may submit the ensuing 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.
3. By the time the Parties reach the agreement referred to in section 2 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 such settlements shall be the Contract indicated in the Contract, 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.
4. For the avoidance of doubt, if the Parties fail to reach an agreement referred to in section 2, neither Party shall be entitled to terminate the Contract.
5. Shall the Parties set forth a new Monthly Fee by an agreement referred to in section 2 above or shall it be determined by the Court of Arbitration, as specified in section 3 above, the Parties agree that the new Monthly Fee will come into force as at the effective date of an annex to the Contract reflecting the amendment referred to above the execution of an annex to the Contract is subject to prior consent of the President of URE, as provided for in Article 24b sections 6 and 7 of the Law on Stocks). If a new Monthly Fee (including a provisional monthly fee set by the Court of Arbitration, as provided for in section 3 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 reflecting the amendment referred to above, such refusal shall be deemed a gross breach of the Contract within the meaning of § 10 section 4 of the Contract, and PKN Orlen shall be entitled to terminate the Contract in accordance with the procedure provided for in § 10 section 4 of the Contract. The Parties agree that upon signing of the annex to the Contract, Appendix No. 2 to the Contract shall be amended exclusively to reflect the new Monthly Fee.
6. Each Party's right to request renegotiation of the Monthly Fee shall be limited in such way that it may be exercised by a Party only once for each Gas Year.
7. If a dispute referred to in section 2 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 execution date, except for any provisions thereof that may be contradictory to the provisions under this § 19;
- c. the arbitrators, including the presiding arbitrator, must have appropriate experience and qualifications, in particular in the gas market and principles of economy of the Republic of Poland, and must be experienced in resolution of disputes over business contracts and must all be fluent in the Polish language;
- d. the Court of Arbitration shall consist of three arbitrators, whereas each of the Parties shall appoint one arbitrator, and the two arbitrators appointed by the Parties will appoint the third arbitrator 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 appointed by the Parties 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 arbitration proceedings shall be carried out in Polish language, whereas this rule shall also apply in relation to the documents presented by the Parties in the course of the proceedings, witness testimonies, expert opinions and any other evidence;
- f. the arbitration proceedings shall be held in Warsaw, the Republic of Poland;
- g. the award issued by the Court of Arbitration shall be final and binding on the Parties.

## **§ 20 [Force Majeure]**

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 obligated to make every effort to mitigate and overcome the effects of Force Majeure and its impact on the performance of obligations under the Contract. If, as a result of Force Majeure, a Party is unable to fulfil its obligations under 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 this Contract and will be relieved from the fulfilment of its obligations under this Contract 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 Mandatory Stocks of natural gas shall not constitute an event of Force Majeure.

## **§ 21 [Anticorruption and sanctions clause]**

1. Parties represent that in connection with the execution of the Contract they shall abide by all laws applying to them in respect of corruption prevention binding in Poland and in countries in which the Contract shall be executed.
2. Parties represent that they have clear criminal records regarding corrupt acts as collective entities.
3. Parties also represent that in connection with the execution of the Contract they will abide by all requirements and internal regulations binding upon them concerning ethical conduct, conflict of interest, corruption prevention, gift-giving, gift-receiving and lawful transaction, costs and expenses processing, as well as reporting and investigating misconduct.
4. The customer undertakes to follow the rules of the *Anti-corruption and fraud prevention policy*, available at [www.pgnig.pl](http://www.pgnig.pl) in its relations with PKN Orlen, especially the provisions regarding gift-giving.
5. Parties warrant that in connection with the conclusion and executing of the Contract none of the Parties, none of their members of the management board, employees, subcontractors or other persons acting on behalf of them, before the conclusion of the Contract and thereafter, did not make, offer, promise to make or authorise to make and also shall not make, offer, promise to make or authorise to make any payments (including payments originating from resources made from the remuneration received through this Contract) or other transfer constituting a material or personal gain, directly or indirectly to any business partner, person holding public function in Poland or abroad, nor to any natural person, governmental organisation, non-governmental organisation, political party, business entity or

their members or persons representing them, in order to accelerate or facilitate the execution of the Contract or any other preferential treatment, which would be against the law or ethical standards.

6. Parties warrant that they are not covered by or subject to, managed by, belonging to, owned, held or controlled by any entities subject to sanctions under the laws of the Republic of Poland, European Union, United States of America, United Kingdom of Great Britain and Northern Ireland, United Nations or Kingdom of Norway.
7. Parties warrant that they abide by laws concerning sanctions binding upon them.
8. Parties warrant that they abide by laws concerning anti-money laundering and terrorism financing binding upon them.
9. Parties undertake to abide by rules and legal regulations resulting from this clause.
10. In case of breach of any of the provision or provisions of this clause or a change of circumstances resulting in changes to the representations or warranties made herein, Parties shall immediately, no later than within 14 days, inform the other Party about it, providing details of the occurrence.
11. A violation of this clause by the Customer entitles PKN Orlen to terminate the contract with immediate effect. In such case, the Customer shall pay the Compensation Fee specified in Annex No 2 to the Contract to PKN Orlen. If the value of the damage exceeds the amount of the Compensation Fee, PKN Orlen may seek full compensation in compliance with the general principles of the Civil Code.

## **§ 22 [Final provisions]**

1. Subject to the provisions of section 2, neither Party may, without the other Party's approval, transfer all or a part of its rights and obligations under this Contract to a third party.
2. If PKN Orlen's or its legal successors' corporate structure or business is reorganised, PKN Orlen shall have the right to transfer, upon prior written notice to the Customer, its rights and obligations under the Contract to another company of the PKN Orlen Group ("New Obligor") or belonging to the capital group of the legal successor of PKN Orlen involved in the business of Gas Fuel trading. If PKN Orlen or its legal successor intends to avail itself of this right, it shall notify the Customer in writing of the planned transfer of its rights and obligations under 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 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 section 4 below, whereas the Parties shall be vested with the right to deliver such communications in advance by electronic mail (delivery in electronic form may be effected exclusively for information purposes and will not relieve the Parties from the duty of delivery thereof in writing in keeping with the provisions under this sentence). 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 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 section 3.
4. Any notices, statements and other official correspondence between the Parties in connection with the Contract shall be delivered to the following addresses for correspondence:

a. To the Customer:

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b. To PKN Orlen:

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Data of persons for operating contacts:

a. To the Customer:



\_\_\_\_\_

b. To PKN Orlen:

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5. Without prejudice to specific provisions hereunder, any amendments hereto require an annex to the Contract made in writing under the clause of nullity. The effectiveness of any amendment to 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 Appendix No. 2 to the Contract 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 Article 24b sections 6 and 7 of the Law on Stocks.
6. Any disputes arising under or in connection with this Contract shall be resolved by the court of general jurisdiction competent for the seat of PKN Orlen.
7. If any provision of this Contract becomes invalid, this shall not affect the validity of its other provisions.
8. The Parties agree that in connection with the implementation of this Contract neither Party shall entrust the processing of personal data to the other Party. Therefore, it is not necessary to conclude an agreement on the outsourcing of personal data processing within the meaning of Article 28(3) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (GDPR). However, if during the implementation of this Contract the conditions justifying the conclusion of such an agreement occur, the parties undertake to conclude it.
9. Neither Party, or to the best of their knowledge, their director, management board member, proxy, employee or affiliate, or person acting on behalf of a Party, shall engage in any activity or enterprise that could violate any anti-bribery, anti-corruption or other regulation that would be material to the performance of the subject matter of this Contract.
10. This Contract has been executed in 2 (two) original copies, one for each of the Parties.
11. The following Appendices constitute and integral part of this Contract:
  - a. Appendix No. 1A, 1B, 1C – Documents concerning the Customer;
  - b. Appendix No. 2 – Prices and fees;
  - c. Appendix No. 3 – Standard form of the Customer's statement on the allocation of Gas Fuel for the purposes of excise duty calculation;
  - d. Appendix No. 4 – Standard form of Customer's declaration on the purpose of Gas Fuel consumptions for the needs of performance of the obligations set forth in the Law on Energy Efficiency;
  - e. Appendix No. 5 – Standard forms of power of attorney;
  - f. Appendix No. 6 - Standard form of certificate of block of funds in bank account;
  - g. Appendix No. 7 – Standard form of power of attorney to collect blocked funds;
  - h. Appendix No. 8 – Information on Personal Data Protection;
  - i. Appendix No. 9 – REMIT Agreement.

**On behalf of PKN Orlen:**

**On behalf of the Customer:**

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**Appendix No. 1 to the Contract**

**Documents concerning the Customer**

**(1A-copy of the decision of the President of URE verifying the volume of mandatory stocks of natural gas; 1B-copy of Customer's license; 1C-copy of a confirmation issued by a competent tax authority of receipt of notice of Customer's intention to commence business operations as Intermediary Gas Entity)**

## Appendix No. 2 to the Contract

### Prices and fees

1.	Sales Price (§ 3 section 2 of the Contract)	<p style="text-align: center;"><b><math>Sp = TGE_{MA\_U} + X \text{ PLN/MWh}</math></b></p> <p>where:</p> <p><b><math>TGE_{MA\_U}</math></b> – arithmetic mean of clearing prices at which GAS_BASE_M monthly gas supply contracts are settled, traded on the Polish Power Exchange futures market, with delivery in the calendar month in which Mandatory Stock was released, expressed in PLN/MWh. The arithmetic mean shall be calculated from prices quoted in the following period: from the last calendar day in the month separated by two months from the month in which the Mandatory Stock was released, and each day of the calendar month preceding the month in which the Mandatory Stock was released. Daily settlement of clearing prices are published on the Polish Power Exchange website (<a href="http://www.tge.pl">www.tge.pl</a>).</p>
2.	Mandatory Stock Replenishment Price (§ 5 section 3 of the Contract)	<p style="text-align: center;"><b><math>Rp = TGE_{DA\_U} + X \text{ PLN/MWh}</math></b></p> <p>where:</p> <p><b><math>TGE_{DA\_U}</math></b> – arithmetic mean of the TGEgasDA index values (TGE Day Ahead) – calculated for 4 months running from the last day of the last month in which the Mandatory Stock was released, or the replenishment period if the Contract Term ends before replenishment of the Mandatory Stock is completed, expressed in PLN/MWh.</p>
3.	Compensatory Fee (§ 3 section 4 of the Contract) <sup>10</sup>	<p><u>Under § 3 section 4 item a. of the Contract</u></p> <p style="text-align: center;"><b><math>Max(TGE_{DA\_P} - TGE_{MA\_K}; 0) * V</math></b></p> <p>where:</p> <p><b><math>TGE_{DA\_P}</math></b> – arithmetic mean of the TGEgasDA index values (TGE Day Ahead) with delivery in Q2 and Q3 of the calendar year in which the Contract Term began, expressed in PLN/MWh</p> <p><b><math>TGE_{MA\_K}</math></b> – arithmetic mean of clearing prices at which GAS_BASE_M monthly gas supply contracts are settled, quoted on the Polish Power Exchange futures market, with delivery in the calendar month following the last full calendar month of Contract Term (or the first month in which the Mandatory Stock volume was decreased), expressed in PLN/MWh. The arithmetic mean shall be calculated from prices quoted in the following period: from the last calendar day in the month preceding the last full calendar month of Contract Term and each day of the last full calendar month of Contract Term. Daily settlement prices are published on the Polish Power Exchange website. (<a href="http://www.tge.pl">www.tge.pl</a>).</p> <p><b>V</b> – appropriate volume of Mandatory Stock</p> <p>or</p> <p><u>Under § 3 section 4 item b. of the Contract</u></p> <p><b>X PLN for MWh</b> of mandatory stock defined in the Contract</p>
4.	Monthly Fee (§ 1 section 2 of the Contract)	<p style="text-align: center;"><b><math>P_0 = X \text{ PLN}</math></b></p> <p style="text-align: center;"><b><math>P_0 = Pb_0 + Pz_0</math></b></p> <p>where:</p> <p><b><math>Pb_0 = Y \text{ PLN}</math></b></p> <p><b><math>Pz_0 = Z \text{ PLN}</math></b></p> <p><b><math>P_0</math></b> – Monthly Fee</p>

<sup>10</sup> The rules governing the settlement of Compensatory Fee shall be selected by the Customer at its discretion as stipulated in the Contract.

		<p><b>Pb<sub>0</sub></b> – base component of Monthly Fee</p> <p><b>Pz<sub>0</sub></b> – variable component of Monthly Fee</p>						
5.	Adjustment of the Fee in connection with a change of rates and prices in the SSO Tariff (§ 10 section 1 of the Contract)	<p>In the case of a change in prices, fees or rates in the SSO Tariff, to the extent they relate to services provided on a firm basis as a package, the Monthly Fee shall be updated by multiplying the variable component of the existing Monthly Fee by a coefficient calculated as the ratio of the weighted average fee for the storage service provided on a firm basis, calculated based on the amended tariff, to the corresponding weighted average fee calculated based on the SSO Tariff effective on the day of dd-mm-yyyy (presentation of offer of <i>Appendix No. 2</i>). A detailed method of calculating the updated Monthly Fee is presented below.</p> $P_1 = P_{b0} + P_{z0} * (T_1/T_0)$ <p>where:</p> <p><b>P<sub>1</sub></b> – Monthly Fee following update</p> <p><b>Pb<sub>0</sub></b> – base component of Existing Monthly Fee</p> <p><b>Pz<sub>0</sub></b> – variable component of Existing Monthly Fee</p> $T_0 = [w_1 * GIM\_Kawerna\_1p_0/n_0 + w_2 * GIM\_Sanok\_1p_0/n_0 + w_3 * MZW\_1p_0/n_0]$ $T_1 = [w_1 * GIM\_Kawerna\_1p_1/n_1 + w_2 * GIM\_Sanok\_1p_1/n_1 + w_3 * MZW\_1p_1/n_1]$ <p><b>GIM_Kawerna_1p<sub>0</sub></b> – fee for the ordered package in the GIM Kawerna 1p tariff group, specified in the Gas Fuel storage tariff effective on dd-mm-yyyy (<i>the day on which the offer of Appendix No. 2 was presented</i>)</p> <p><b>GIM_Sanok_1p<sub>0</sub></b> – fee for the ordered package in the GIM Sanok 1p tariff group, specified in the Gas Fuel storage tariff effective on dd-mm-yyyy (<i>the day on which the offer of Appendix No. 2 was presented</i>)</p> <p><b>MZW1p<sub>0</sub></b> – fee for the ordered package in the MZW1p tariff group, specified in the Gas Fuel storage tariff effective on dd-mm-yyyy (<i>the day on which the offer of Appendix No. 2 was presented</i>)</p> <p><b>n<sub>0</sub></b> –package working capacity in firm long-term storage service, specified in the Gas Fuel storage tariff effective on dd-mm-yyyy (<i>the day on which the offer of Appendix No. 2 was presented</i>)</p> <p><b>GIM_Kawerna_1p<sub>1</sub></b> – fee for the ordered package in the GIM Kawerna 1p tariff group, specified in the amended Gas Fuel storage tariff</p> <p><b>GIM_Sanok_1p<sub>1</sub></b> – fee for the ordered package in the GIM Sanok 1p tariff group, specified in the amended Gas Fuel storage tariff</p> <p><b>MZW1p<sub>1</sub></b> – fee for the ordered package in the MZW1p tariff group, specified in the amended Gas Fuel storage tariff</p> <p><b>n<sub>1</sub></b> –package working capacity in firm long-term storage service, specified in the amended Gas Fuel storage tariff</p> <p><b>w<sub>1</sub>, w<sub>2</sub>, w<sub>3</sub></b> – coefficients reflecting the share of total storage capacities on a firm basis in individual storage facilities on dd-mm-yyyy (<i>the day on which the offer of Appendix No. 2 was presented</i>). The coefficients shall have the values shown in the table below:</p> <table border="1"> <tr> <td>w<sub>1</sub></td><td>w<sub>2</sub></td><td>w<sub>3</sub></td></tr> <tr> <td>0.50</td><td>0.20</td><td>0.30</td></tr> </table>	w <sub>1</sub>	w <sub>2</sub>	w <sub>3</sub>	0.50	0.20	0.30
w <sub>1</sub>	w <sub>2</sub>	w <sub>3</sub>						
0.50	0.20	0.30						

6.	Compensation Fee (charged, for example, when the Customer's obligation to hold Mandatory Stock ceases to apply in full based on the Contract)	$Cp = Pb_0 * N$ <p>where:</p> <p><b>Cp</b> – Compensation Fee</p> <p><b>Pb<sub>0</sub></b> – base component of Monthly Fee</p> <p><b>N</b> – number of months from the date of event triggering the obligation to pay the Compensation Fee to dd-mm-yyyy (<i>expiration of Contract Term</i>)</p>
7.	Cost of white certificates (§ 15 section 2 of the Contract)	<p>The prices are exclusive of any costs incurred by PKN Orlen in connection with gas supply to the Customer to perform the obligations stipulated under the Law on Energy Efficiency.</p> <p>Such costs shall be added based on Customer's statement, attached as Appendix 4 to the Contract, on the Gas Fuel allocation for the purposes of fulfilment of the obligations stipulated in the Law on Energy Efficiency, if such an obligation arises.</p> <p>The unit cost for the volume subject to the obligation arising under the Law on Energy Efficiency amounts to 100% of the buy-out price for the supply period, converted to PLN/MWh.</p> <p>The unit cost for the current buy-out prices is:</p> <ul style="list-style-type: none"> <li>- for the 2023 volume: 2.59 PLN/MWh</li> <li>- for the 2024 volume: 2.72 PLN/MWh</li> </ul> <p>In the following years, the cost will increase 5% on year/year basis .</p> <p>These figures may change during the Term of the Contract should the Law on Energy Efficiency be amended. Amendments to the Law on Energy Efficiency, if any, shall not require an amendment to this Contract.</p>

### Appendix No. 3 to the Contract

#### Standard form of the Customer's statement on the allocation of Gas Fuel for the purposes of excise duty calculation<sup>11</sup>

1. The Customer declares that it **is / is not**<sup>12</sup> an Intermediary Gas Entity (within the meaning of the Law on Excise Duty).
2. The Customer declares that **as at the date of this statement / starting from [ ] (year)**<sup>13</sup> the Gas Fuel purchased under the Contract is allocated as follows for the purpose of calculating excise duty:

No.	Intended use of Gas Fuel	Excise duty rate <sup>14</sup>	Percentage share in total purchases under the Contract <sup>15</sup>
1a.	<p>For heating purposes:</p> <p>1) for the carriage of goods and passengers by rail;</p> <p>2) for combined heat and electricity generation;</p> <p>3) in agriculture, horticulture, fish farming and forestry;</p> <p>4) mineralogical, electrolytic and metallurgical processes, and for chemical reduction;</p> <p>5) by an energy-intensive unit using gas products in which <input type="checkbox"/> a system has been put in place to achieve environmental protection objectives or to improve energy efficiency.</p> <p><i>[Article 31b. section 1 of the Law on Excise Duty]</i></p> <p>For heating purposes in:</p> <p>1) public administration institutions;</p> <p>2) units of the Armed Forces of the Republic of Poland;</p>	Exempt from excise duty <sup>16</sup>	

<sup>11</sup>no such statement is required from a Customer being an Intermediary Gas Entity if the Customer has submitted to PKN Orlen a certificate of registration in the Central Register of Excise Entities as an Intermediary Gas Entity .

<sup>12</sup> select as appropriate. Within the meaning of the Law on Excise Duty, an Intermediary Gas Entity is in particular an entity:  
(a) reselling natural gas, or  
(b) using natural gas both for the 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 been registered in the Central Register of Excise Entities.

If the Customer is an Intermediary Gas Entity, the Customer is obligated to submit to PKN Orlen a certificate of registration in the Central Register of Excise Entities as an Intermediary Gas Entity. Such document shall be submitted within three (3) Business Days of receipt of the aforementioned certificate.

<sup>13</sup> select as appropriate.

<sup>14</sup> The exemption rules and rates, as set out in the table, reflect the current state of law .

<sup>15</sup> The percentage share is only entered in if the Customer allocates fuel gas to multiple uses for the purpose of calculating excise duty. It shall be determined in relation to the total volume of fuel gas (both for purposes exempt from and subject to excise duty), as a percentage rate, rounded off to second decimal place, 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 shall be determined pro rata to the area of real property used for such purposes, taking into account the power rating of heating appliances.

<sup>16</sup> The exemption is conditional upon statement in the Contract that such products shall be utilised for purposes eligible to exemption. [Article 31b. section 5 of the Law on Excise Duty]

	<p>3) entities of the education system, referred to in Article 2 of the Act of 07 September 1991 on the Education System;</p> <p>4) nursery schools and children's clubs referred to in the Law of 04 February 2011 on the Care for Children Under 3 Years of Age;</p> <p>5) healthcare providers referred to in Article 4.1 of the Act of 15 April 2011 on Healthcare Activity;</p> <p>6) social welfare organisational units referred to in Article 6.5 of the Act of 12 March 2004 on Social Welfare;</p> <p>7) organisations referred to in Article 3.2 and Article 3.3 of the Act of 24 April 2003 on Public Benefit and Volunteer Activities.</p> <p><i>[Article 31b. section 2 items 2-8 of the Law on Excise Duty]</i></p> <p>for use in the process of electricity generation;</p> <p>for use in the production of energy products.</p> <p><i>[Article 31b. section 3 items 2-3 of the Law on Excise Duty]</i></p>		
1b	<p>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 items 1-5 of the Law on Excise Duty, or for the purposes of transmitting, distributing or storing Gas Fuel. <input type="checkbox"/></p> <p><i>[Article 31b. section 4 of the Law on Excise Duty]</i></p>		
2.	<p>for heating purposes in households; <input type="checkbox"/></p> <p><i>[Article 31b. section 2 item 1 of the Law on Excise Duty]</i></p>	Exempt from excise duty <sup>17</sup>	
3.	<p>For the propulsion:</p> <p>a) of aircraft,</p> <p>b) in the navy, including fishing vessels <input type="checkbox"/></p> <p>- except private sea trips and private recreational flights referred to in Article 32 section 2 of the Law on Excise Duty.</p> <p><i>[Article 31b. section 3 item 1 of the Law on Excise Duty]</i></p>	Exempt from excise duty <sup>18</sup>	

<sup>17</sup> 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 m<sup>3</sup>/h - group E high-methane gas, not more than 8000 m<sup>3</sup> per year, or
- b) 25 m<sup>3</sup>/h - nitrogen-rich gas of Lw or Ls group, Ln or Lm group, not more than 10650 m<sup>3</sup> per year;

2) in the case of gas products with code ex CN 2711 29 00 (propane-butane-air, GPP, decompressed propane-butane B/P) - upon the products being sold in quantities not exceeding:

- a) 10 m<sup>3</sup>/h - propane-butane-air gas product, not more than 5000 m<sup>3</sup> per year, or
- b) 10 m<sup>3</sup>/h - decompressed propane-butane gas product, not more than 1000 m<sup>3</sup> 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. *[Article 31b. section 6 of the Law 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. *[Article 31b. section 8 of the Law on Excise Duty]*

<sup>18</sup> The exemption is conditional upon the presentation of an invoice issued by PKN Orlen and of the Customer's statement on the allocation of the gas products for exempt purposes. *[Article 31b. section 9 of the Law on Excise Duty]*

4.	for propulsion of internal combustion engines, save for the purposes listed above, which are eligible to exemption <i>[Article 89 section 1 item 12 letter a) second bullet point of the Law on Excise Duty]</i>	<input type="checkbox"/>	In accordance with the law at force in PLN/GJ	
5.	for heating purposes, save for the purposes listed above, which are eligible to exemption <i>[Article 89 section 1 item 13 of the Law on Excise Duty]</i>	<input type="checkbox"/>	In accordance with the law at force in PLN/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 <i>[Article 89 section 2 of the Law on Excise Duty]</i>	<input type="checkbox"/>	In accordance with the law at force in PLN/GJ	
<b>Total consumption (shall add-up to 100.00%)</b>				



## Appendix No. 4 to the Contract

### Customer's declaration on the purpose of Gas Fuel consumptions for the needs of performance of the obligations set forth in the Law on Energy Efficiency.

(Standard form)

Customer's particulars

KRS<sup>19</sup>:

NIP:

REGON:

### DECLARATION

I/We hereby declare<sup>20</sup> that in the month of ..... the Gas Fuel purchased from PKN Orlen S.A. under Contract <sup>21</sup> No. .... dated ..... was offtaken in the following quantities:

- 1) in total quantities of ..... kWh, including:
- 2) for the purpose of further resale in quantities of ..... kWh,
- 3) for consumption as energy company<sup>22</sup> for the purpose of heat generation in quantities of ..... kWh, where the total amount of power ordered by end recipients exceeds / does not exceed<sup>23</sup> 5 MWt,
  - 3.1. including for heat generation subsequently consumed for own purposes in quantities of ..... kWh,
- 4) for consumption as Energy company for the purposes of electricity generation in quantities of ..... kWh,
  - 4.1. including for electricity generation consumed for own purposes in quantities of ..... kWh,
- 5) for consumption as Energy company for the purposes of liquid fuels<sup>24</sup> production in quantities of ..... kWh,
  - 5.1. including for liquid fuels production consumed for own purposes in quantities of ..... kWh
- 6) for consumption for the purpose of transporting gaseous fuels in quantities of ..... kWh,
- 7) for consumption for the distribution of gaseous fuels in quantities of ..... kWh,
- 8) for use in the storage of gaseous fuels in quantities of ..... kWh,
- 9) for the purpose of consumption for the liquefaction of natural gas or regasification of liquefied natural gas in quantities of ..... kWh,
- 10) to deliver to the final customer, as part of trade balancing, in quantities of ..... kWh,
- 11) for consumption for the purpose of trade balancing of the distribution system ..... kWh.

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<sup>19</sup> Fill-in if applicable

<sup>20</sup> Strike out the unnecessary

<sup>21</sup> Shall the recipient have more than one Gas Fuel offtake sites specified in the Contract, the Declaration shall be filled-out for each such site separately to the extent it will be applicable.

<sup>30</sup> An energy company is an entity conducting business activity in the field of fuels or energy generation, processing, storage, transmission, distribution or trade thereof or in transmission of carbon dioxide.

<sup>31</sup> Delete as appropriate.

<sup>24</sup> Liquid fuels are the following types of liquid energy carriers:

a) Liquefied petroleum gas (LPG) with CN codes: 2711 12, 2711 13 i 2711 19 00,

b) Motor gasoline with CN codes: 2710 12 45 i 2710 12 49,

c) diesel oils with CN codes: 2710 19 43 i 2710 20 11

- used in road or rail transport.

On behalf of the Customer:

**Appendix No. 5A to the Contract**  
**Standard form of power of attorney**

Warsaw, (date) ...

**POWER OF ATTORNEY**

Acting on behalf of ..., a company with its seat at [street], [postal code, city], entered into the Business Register maintained by the District Court for [name of the jurisdiction], [number of the Court division] Commercial Department of the National Court Register, under entry No. KRS [...], and with tax identification number NIP [...], [for joint-stock companies – with the share capital of PLN [...], paid in full], hereinafter referred to as the “**Customer**”, we hereby confer the power of attorney upon:

**Polski Koncern Naftowy Orlen Spółka Akcyjna** having its seat in Płock (09-411) at 7 Chemików Street, entered into the register of entrepreneurs of the National Court Register under entry no. KRS 0000028860, registry files kept by the District Court for the Łódź Śródmieście in Łódź, XX Commercial Department of the National Court Register, with share capital of PLN 1 451 177 561.25, fully paid-in, assigned the tax identification number NIP 7740001454 (“**PKN Orlen**”),

act as representatives before Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A., the President of Energy Regulatory Office and the Minister competent for energy 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 mandatory 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 15 June of each year.
- b. providing the minister competent for energy and the President of URE with information on the actual volume of mandatory stocks of natural gas held and on the site where they are held as at 15 September – by 20 September of each year.
- c. providing the minister competent for energy and the President of URE with information on actions taken in the period from 01 January to 31 December 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 mandatory stocks of natural gas;
- d. 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 Mandatory Stocks released, and in particular of the information, referred to in Article 52a of the Law on Stocks.

PKN Orlen is hereby authorised to delegate the powers granted thereto hereunder to any employee or employees of PKN Orlen (substitute attorneys-in-fact shall be authorised to grant further such power of attorney upon the same rules).

**Appendix No. 5B to the Contract**  
**Standard form of power of attorney**

Warsaw, (date) ...

**POWER OF ATTORNEY**

Acting on behalf of ..., a company with its seat at [street], [postal code, city], entered into the Business Register maintained by the District Court for [name of the jurisdiction], [number of the Court division] Commercial Department of the National Court Register, under entry No. KRS [...], and with tax identification number NIP [...], [for joint-stock companies – with the share capital of PLN [...], paid in full], hereinafter referred to as the “**Customer**”, we hereby confer the power of attorney upon:

the following employees of

**Polski Koncern Naftowy Orlen Spółka Akcyjna** having its seat in Płock (09-411) at 7 Chemików Street, entered into the register of entrepreneurs of the National Court Register under entry no. KRS 0000028860, registry files kept by the District Court for the Łódź Śródmieście in Łódź, XX Commercial Department of the National Court Register, with share capital of PLN 1 451 177 561.25, fully paid-in, assigned the tax identification number NIP 7740001454 (“**PKN Orlen**”),

1. Mr/Ms [...] holder of personal identification number PESEL [...]– [...]; and
2. Mr/Ms [...] holder of personal identification number PESEL [...]– [...]; and
3. Mr/Ms [...] holder of personal identification number PESEL [...]– [...];

and on each of them individually, authorising the said attorneys-in-fact to request Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A., or Storage System Operator Gas Storage Poland sp. z o.o. to provide the volumes of Mandatory Stocks of natural gas released, and in particular the information referred to in Article 52a of the Act of 16 February 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.

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

Each of the attorneys-in-fact is hereby authorised to delegate the powers granted to him/her hereunder to any employee or employees of PKN Orlen (substitute attorneys-in-fact shall be authorised to grant further such powers of attorney upon the same rules).

This power of attorney shall be irrevocable throughout the terms of contract concerning the provision of services involving the performance of delegated mandatory stockholding of natural gas obligations, executed in Warsaw on the day of [...] by and between PKN Orlen and the Customer.

**Appendix No. 6 to the Contract**  
**Standard form of certificate of a block of funds in bank account**

City/town:

.....

./Bank seal/tel:

**CERTIFICATE**  
**of a block of 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 Recitals of the framework agreement]**

in account no. ...

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

totalling PLN ..... (say: ... Polish Zlotys) (security amount).

The aforementioned amount was blocked for the benefit of **Polski Koncern Naftowy Orlen** Spółka Akcyjna having its seat in Plock (09-411) at 7 Chemików Street, entered into the register of entrepreneurs of the National Court Register under entry no. KRS 0000028860, registry files kept by the District Court for the Łódź Śródmieście in Łódź, XX Commercial Department of the National Court Register, with share capital of PLN 1 451 177 561.25, fully paid-in, assigned the tax identification number NIP 7740001454.

The blocked funds may only be disbursed to Polski Koncern Naftowy Orlen S.A. based on appropriate power of attorney. Prior to the expiration of the block, the blocked funds may only be released upon the prior consent of Polski Koncern Naftowy Orlen S.A. made in writing.

The Bank undertakes not to close the account in which the funds are blocked until a consent is given in writing by Polski Koncern Naftowy Orlen S.A.

(signatures)

**Appendix No. 7 to the Contract**

**Standard form of power of attorney to collect blocked funds**

Warsaw, (date) .....

**POWER OF ATTORNEY**

**[Customer's particulars in format consistent with the Recitals of the Contract]**

hereby grants

**Polski Koncern Naftowy Orlen** Spółka Akcyjna having its seat in Plock (09-411) at 7 Chemików Street, entered into the register of entrepreneurs of the National Court Register under entry no. KRS 0000028860, registry files kept by the District Court for the Łódź Śródmieście in Łódź, XX Commercial Department of the National Court Register, with share capital of PLN 1 451 177 561.25, fully paid-in, assigned the tax identification number NIP 7740001454

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

... (name of the Bank)

No. ...

the amount 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 Polski Koncern Naftowy Orlen 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 No. 8 to the Contract

### Information on Personal Data Protection

#### PKN Orlen S.A. information clause for the individuals representing the contractor

1. The Controller of your Personal Data is Polski Koncern Naftowy ORLEN S.A. with its registered office in Płock, ul. Chemików 7 (hereinafter: **PKN ORLEN S.A.**).
2. Contact telephone numbers for the Data Controller: +48 24 256 00 00, +48 24 365 00 00, +48 22 778 00 00. You can also contact the Data Controller:
  - a. by post at: ul. Chemików 7; 09-411 Płock,
  - b. by e-mail: daneosobowe@orlen.pl.
3. The following e-mail address should be used to contact the Data Protection Officer at PKN ORLEN S.A.: daneosobowe@orlen.pl. You can also contact the Data Protection Officer in writing, by post sent to the address of the registered office of PKN ORLEN S.A., indicated in point 1, marked "Data Protection Officer". Information on the Data Protection Officer can also be found on the website [www.orlen.pl](http://www.orlen.pl) in the "Contact" tab.
4. Your personal data has been disclosed by the Counterparty of PKN ORLEN S.A., whom you represent and obtained by the Controller from public registers (*KRS*: National Court Register, *CEIDG*: Central Registry and Information about Business Activities).
5. The scope of your personal data processed by PKN ORLEN S.A. includes your: name, surname, position, represented entity, data disclosed in public registers (*KRS*, *CEIDG*), data disclosed in the contents of the power of attorney (if granted).
6. Your personal data will be processed in order to:
  - a) perform a business contract between PKN ORLEN S.A. and the entity you represent – the legal basis for processing being the legitimate interest of the Controller and the said entity (Article 6 (1) (f) of the General Data Protection Regulation 2016/679 – **GDPR**); legitimate interest consists in ensuring reliable identification of the counterparty and the entity representing it;
  - b) possible establishment or assertion of claims or defence against claims - the legal basis of the processing is a legitimate interest of PKN ORLEN S.A. (Article 6 (1) (f) of GDPR); legitimate interest consists in enabling PKN ORLEN S.A. to pursue or defend against claims.
7. Your personal data may be transferred to providers of IT systems and services, to entities providing the Controller with services necessary for the performance of the contract concluded with the entity you represent, including legal services, and, in applicable cases, also to entities entitled on the basis of generally applicable legislation.
8. Your personal data will be processed for the period necessary for the performance of the contract. The period of processing may be extended by the period of limitation of claims in each case, if the processing of personal data is necessary for the assertion of possible claims or the defence against such claims by PKN ORLEN S.A.
9. You have the right to access your data and to request their rectification, erasure, restriction of processing and to object to the processing of your data.
10. You also have the right to lodge a complaint with the supervisory authority in charge of personal data protection (President of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw) if you consider that the processing of your personal data violates the provisions of the GDPR.

11. You have the right to object to the processing of personal data for the purposes set out in point 6 above, on grounds relating to your particular situation.

**PKN Orlen S.A. information clause for contractor's employees**

1. The Controller of your Personal Data is Polski Koncern Naftowy ORLEN S.A. with its registered office in Płock, ul. Chemików 7 (hereinafter: PKN ORLEN S.A.).
2. Contact telephone numbers for the Data Controller: +48 24 256 00 00, +48 24 365 00 00, +48 22 778 00 00. You can also contact the Data Controller:
  - a) by post at: ul. Chemików 7; 09-411 Płock,
  - b) by e-mail: daneosobowe@orlen.pl.
3. The following e-mail address should be used to contact the Data Protection Officer at PKN ORLEN S.A.: daneosobowe@orlen.pl. You can also contact the Data Protection Officer in writing, by post sent to the address of the registered office of PKN ORLEN S.A., indicated in point 1, marked "Data Protection Officer". Information on the Data Protection Officer can also be found on the website [www.orlen.pl](http://www.orlen.pl) in the "Contact" tab.
4. Your personal data has been disclosed to PKN ORLEN S.A. by your employer (employing entity), in connection with the performance of a business contract between your employer (the employing entity) and PKN ORLEN S.A.
5. The scope of your personal data processed by PKN ORLEN S.A. includes your: name, surname, position and business contact details.
6. Your personal data will be processed in order to:
  - a) perform the business contract referred to in point 4 - the legal basis of the processing is the legitimate interest of PKN ORLEN S.A. and your employer (employing entity) (Article 6 (1) (f) of the General Data Protection Regulation 2016/679 – GDPR); legitimate interest consists in enabling efficient day-to-day performance of the contract by PKN ORLEN S.A.,
  - b) possible establishment or assertion of claims or defence against claims - the legal basis of the processing is a legitimate interest of PKN ORLEN S.A. (Article 6 (1) (f) of GDPR); legitimate interest consists in enabling PKN ORLEN S.A. to pursue or defend against claims.
7. Your personal data may be transferred to providers of IT systems and services, to entities providing the Controller with services necessary for the performance of the contract concluded with your employer (employing entity), and, in applicable cases, also to entities obtaining access to the data on the basis of generally applicable legislation.
8. Your personal data will be processed for the period necessary for the performance of the contract referred to in point 4. The period of processing may be extended by the period of limitation of claims in each case, if the processing of personal data is necessary for the assertion of possible claims or the defence against such claims by PKN ORLEN S.A.
9. You have the right to access your data and to request their rectification, erasure, restriction of processing and to object to the processing of your data.
10. You also have the right to lodge a complaint with the supervisory authority in charge of personal data protection (President of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw) if you consider that the processing of your personal data violates the provisions of the GDPR.
11. You have the right to right to object to the processing of personal data for the purposes set out in point 6 above, on grounds relating to your particular situation.





**AGREEMENT**

concluded on ....., in ....., by and between:

**Polski Koncern Naftowy Orlen Spółka Akcyjna**

having its seat in Płock (09-411) at 7 Chemików Street, entered into the register of entrepreneurs of the National Court Register under entry no. KRS 0000028860, registry files kept by the District Court for the Łódź Śródmieście in Łódź, XX Commercial Department of the National Court Register, with share capital of PLN 1 451 177 561.25, fully paid-in, assigned the tax identification number NIP 7740001454, hereinafter referred to as "PKN Orlen S.A.", represented on the basis of a power of attorney granted by:

.....

.....

and

..... [registered office] ul.  
..... house / flat no. .... postcode ..... city/town .....  
REGON (National Business Registry Number) ..... NIP (Tax Identification Number)  
..... KRS (National Court Register) ..... entered into the register  
.....  
with the share capital of PLN ..... paid .....

hereinafter referred to as the "Counterparty", represented by:

.....

.....

hereinafter collectively referred to as "Parties"

Whereas:

1. PKN Orlen S.A. and the Counterparty have the status of Market Participants within the meaning of Article 2(7) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency ("REMIT Regulation");
2. Since 7 April 2016, Market Participants are obliged to provide the Agency for the Cooperation of Energy Regulators ("ACER") with data on standard contracts for the supply of natural gas and electricity, concluded outside an organized trading facility and admitted to trading on that facility, and non-standard contracts for the supply of natural gas and the supply of electricity ("Reporting of OTC Transaction Data");

3. The OTC Transaction Data Reporting obligation is imposed on each party to the transaction, and therefore both PKN Orlen S.A. and the Counterparty are obliged to provide ACER with data concerning any transactions regarding the sale of natural gas and the sale of electricity concluded between them;
4. PKN Orlen S.A. has the status of an RRM Participant within the meaning of the Rules and Regulations of RRM Towarowa Gielda Energii S.A. ("TGE") in force on the date of conclusion;

The Parties agree to conclude an agreement ("Agreement") reading as follows:

## § 1

1. PKN Orlen S.A. undertakes to report, on behalf of the Counterparty, OTC Transaction Data concerning the sale of natural gas and the sale of electricity as part of agreements concluded between the Parties (including framework agreements), in accordance with the requirements resulting from the REMIT Regulation, Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of the REMIT Regulation ("REMIT Implementing Regulation") and the Terms and Conditions of RRM Towarowa Gielda Energii S.A., to the extent specified in Table 1 and Table 2 contained in the Appendix *Details on contracts subject to reporting* to the Implementing Regulation.
2. The Reporting of OTC Transaction Data in accordance with paragraph 1 shall be performed free of charge.
3. In the event of any changes in the amount of fees charged by RRM Towarowa Gielda Energii S.A. regarding the service of reporting transactions concluded on the OTC market, PKN Orlen S.A. reserves the right to renegotiate the terms and conditions of this Agreement.

## § 2

In order for PKN Orlen S.A. to properly fulfil the obligation set out in § 1(1), the Counterparty undertakes to:

- a) provide PKN Orlen S.A. with its unique ACER identifier,
- b) indicate the person authorised to access OTC Transaction Data,

## § 3

1. PKN Orlen S.A. shall be liable for timely Reporting of OTC Transaction Data on behalf of the Counterparty in accordance with Article 11(2) of the Implementing Regulation, subject to paragraphs 2 and 3. The OTC Transaction Data provided by PKN Orlen S.A. on behalf of the Counterparty are complete and accurate.
2. PKN Orlen S.A. shall not be liable for any damage caused to the Counterparty in connection with non-performance or improper performance of the obligation referred to in § 1(1) due to any failure of the IT system of PKN Orlen S.A. or of TGE or any other reasons beyond the control of PKN Orlen S.A., unless the damage was caused intentionally or results from gross negligence of PKN Orlen S.A.
3. PKN Orlen S.A. shall not be liable for any damage caused to the Counterparty as a result of introducing amendments to the ACER guidelines concerning the application of the REMIT Regulation or adopting other implementing acts to that Regulation, unless the damage was caused intentionally or results from gross negligence of PKN Orlen S.A. In the case of changes described in the preceding sentence, the Parties shall immediately enter into negotiations with a view to ensuring compliance between the content of the Agreement with the new ACER guidelines or other implementing acts.

## § 4

1. This Agreement is concluded for an indefinite period of time.
2. PKN Orlen S.A. shall commence the Reporting of OTC Transaction Data on behalf of the Counterparty, provided that the Counterparty fulfils the obligations described in § 2, and that TGE accepts the RRM OTC Application submitted by PKN Orlen S.A. and that TGE provides technical reporting capacities, in particular assigns necessary reporting accounts.

3. The Parties undertake to monitor on their own any and all amendments to the Rules and Regulations of RRM Towarowa Gielda Energii S.A. and to loyally cooperate in the performance of this Agreement in accordance with the provisions of that Rules and Regulations.
4. Either Party shall have the right to terminate the Agreement upon 30-days' notice.

## **§ 5**

1. Any and all amendments to this Agreement shall be made in writing, otherwise being null and void.
2. The Agreement has been drawn up in 2 (two) copies, 1 (one) for PKN Orlen S.A. and 1 (one) for the Contractor.