TICKETING SERVICE CONTRACT - GENERAL RULES

- Orlen S.A. provides the "Ticketing Service" comprising the performance of tasks associated with maintaining emergency stocks of natural gas based on the Law 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 of 16 February 2007 (Journal of Laws 2022, item 1537, as amended) (the "Law on Stocks").
- 2. Orlen S.A. provides the Ticketing Service to:
 - a. energy companies running business operations in the field of foreign trade in natural gas, or

b. entities importing natural gas,

subject to the obligation to maintain emergency stocks of natural gas by virtue of the Law on Stocks.

- 3. Orlen S.A. offers the Ticketing Service in the option "Orlen's Gas" the emergency stocks of natural gas throughout the term of the contract remain the property of Orlen S.A., while your company will acquire the ownership of natural gas exclusively in the case of release of emergency stocks and in such case your company will be obligated to pay the sales price. Offered in the previous years Option Stocks on customer's gas may be presented upon request and is subject to individual valuation.
- 4. Customer is obligated to remit the monthly fee to Orlen S.A.

HOW TO EXECUTE THE TICKETING SERVICE CONTRACT WITH Orlen S.A.?

- 1. If your company intends to avail itself of the Ticketing Service offered by Orlen S.A., please provide us the following:
 - a. copy of the decision taken by the President of URE verifying or determining the volume of emergency stocks (Orlen S.A. will deliver a scan of this decision to the SSO in order to meet the requirements of the Rules of Storage Services);
 - b. license for foreign trade in natural gas (OGZ) or license for trading in fuel gases (OPG), if you are running such operations;
 - c. decision whether you intend to maintain the emergency stocks in full or in part within the framework of the contract with Orlen S.A.;
 - d. Ticketing Service is provided for the period of 1 Gas Year; if your company is just starting activities associated with the obligation to maintain emergency stocks, the effective date of the contract shall be the date from which your company will be obligated to maintain emergency stocks;
 - e. information whether you are an Intermediary Gas Entity (charges for the provision of Ticketing Service will not be increased by excise duty);
 - f. documents necessary to assess credit risk.
- 2. Based on the information enumerated in item 1, Orlen S.A. will prepare for your company the price conditions of Ticketing Service and a draft contract. We recommend the reading of the rules of Ticketing Service, presented in the draft contract prepared by Orlen S.A.
- 3. Orlen S.A. may render the execution of a contract with your company upon the provision of security backing the payments ensuing from the contract. Orlen S.A. will inform

you on the conditions and time limits for the provision of security backing the payments ensuing from the contract. The failure to timely provide such security may result in Orlen S.A. refusal to execute the contract.

- 4. The draft contract, agreed upon and initialled by the Parties shall be submitted to the President of URE for approval (Article 24b items 6 and 7 of the Law on Stocks). Within 30 days from the date of receipt of a complete motion, the President of URE shall issue a positive or negative decision concerning the execution of the contract (Article 24b item 8 of the Law on Stocks), hence such approval must be requested in appropriate advance.
- 5. Following the acquisition of the approval from the President of URE, the Parties shall promptly sign the contract. A copy of signed contract shall be submitted to the President of URE within the time limit of 14 days from the execution thereof (Article 24b item 9 of the Law on Stocks). Orlen S.A. relays a copy of the decision to the SSO to meet the requirements of the Rules of Storage Services.
- 6. In the course of contract term, your company will be obligated to meet the reporting duties stipulated in the Law on Stocks, necessary for appropriate bodies to monitor the maintenance of emergency stocks. If you decide to maintain the entire emergency stocks within the scope of the Ticketing Service, Orlen S.A. may meet such obligations on behalf of your company. For this purpose, you may grant Orlen S.A. the power of attorney to meet such obligations.
- 7. The contract must be signed by both parties, represented by duly authorised persons, prior to the contract effective date (i.e. before 1st October or the date from which your company will start to maintain emergency stocks of natural gas in the case it is commencing such activities). Orlen S.A. will not execute such contract after such date.