

GENERAL TERMS AND CONDITIONS OF THE TRANSMISSION CONTRACT (GTC)

effective as of 1 February 2025

1. OBJECT OF THE TRANSMISSION CONTRACT (CONTRACT) AND BASIC OBLIGATIONS OF THE PARTIES

- 1.1. The provision of the available capacity (contractual capacity) at the entry point to SGT (PWE) or exit point from the SGT (PWY) shall take place on the basis of the capacity allocation (PP) and within the deadline specified therein. The conclusion or modification of the capacity allocation (PP) shall take place according to the procedure specified in the Transmission Network Code of the Polish Section of the Transit Gas Pipeline System Yamal-Europe (hereinafter referred to as: the "SGT Network Code"). The new capacity allocation (PP) accepted for implementation for a given PWE or PWY replaces the existing capacity allocation (PP) and is effective as of the date specified therein.
- 1.2. Contracting the gaseous fuel transmission services through the SGT and balancing services provided by the OSGT shall take place on the basis of the transmission ability allocation (PZ). The conclusion or modification of the transmission ability allocation (PZ) shall take place according to the procedure specified in the SGT Network Code. The new transmission ability allocation (PZ) accepted for implementation for a given entry point (PWE) or exit point (PWY) replaces the previous transmission ability allocation (PZ) and is effective as of the date specified therein.
- 1.3. The rules for determining the quantity of gaseous fuels broken down by contractual periods and the place of delivery and offtake of gaseous fuel within the SGT system are laid down in the SGT Network Code.
- 1.4. The OSGT shall provide the available capacity at a physical entry point to the SGT (PWE) or at a physical exit point from the SGT (PWY) on the basis of the capacity allocation (PP) and within the time limits specified therein.
- 1.5. The OSGT shall enable the transport of gaseous fuel through the SGT and balancing on the basis of transmission ability allocation (PZ).
- 1.6. The qualitative and technical parameters of gaseous fuel as well as the conditions for ensuring reliability and continuity of gaseous fuel supply, including discounts for failing to meet the qualitative standards of the supplied gaseous fuels are specified in the SGT Network Code and in the Tariff for Gaseous Fuel Transmission for the Polish Section of the Transit Gas Pipeline System Yamal-Europe (hereinafter referred to as the "SGT Tariff").
- 1.7. All the terms defined in the SGT Network Code shall retain the same meaning in these GTC.
- 1.8. The OSGT may introduce changes to the GTC, in whole or in part, in particular in case of a change of law, a change to the SGT Tariff or a change to the SGT Network Code or in other justified cases.

1.9. The changed or new wording of the GTC shall be implemented in the following way:

- 1.9.1. The OSGT shall inform the Shipper in writing or in the electronic form about the changes to the wording of the GTC.
- 1.9.2. The new or changed GTC presented by the OSGT shall become binding for the Shipper after thirty (30) days of receiving the information referred to in point 1.9.1, unless the Shipper terminates the Contract pursuant to its provisions, including the provisions of point 6.5 of the GTC.

2. FINANCIAL SECURITY

- 2.1. In order to protect the interests of the entities the OSGT has concluded the Contract with, and to ensure the operational security and reliability of the system, the Shipper shall demonstrate its financial standing that confirms its financial capacity to fulfil its financial obligations towards the OSGT by setting a financial security according to the rules set forth in point 2 (hereinafter referred to as: the „Financial Security“).
- 2.2. The principles of securing the OSGT financial claims are stipulated in the Mechanism ensuring the financial neutrality of the balancing actions of the OSGT, in accordance with Commission Regulation (EU) 312/2014 of 26 March 2014 establishing a network code on gas balancing of transmission networks, in accordance with applicable decision of the President of the Energy Regulatory Office (hereinafter: "President of ERO") in force.
- 2.3. The Shipper is obliged to provide Financial Security according to the rules set out in the Mechanism ensuring the financial neutrality of the balancing actions, approved by the decision of the President of the ERO.
- 2.4. To be exempt from the obligation to provide financial security, the Shipper shall have its registered office in an EU member state or a member state of the European Free Trade Association (EFTA) a party to the Agreement on the European Economic Area (EEA) and confirms to the OSGT that it has a financial rating of at least:
 - 2.4.1. Baa2 for Moody's; or
 - 2.4.2. BBB for Standard & Poor's, or
 - 2.4.3. BBB for Fitch.

The Shipper is obliged to inform OSGT by electronic mail of any change in rating without additional request from OSGT (and no later than on the day following the change of rating). In the event that the Shipper ceases to comply with any of the conditions referred to above, the Shipper shall submit Financial Security in an appropriate form and amount without request from OSGT, within five (5) business days of the date on which

it ceased to comply with any of the aforementioned conditions.

2.5. The Financial Security may be set in the following forms:

2.5.1. cash deposit made to a bank account specified by the OSGT in the Contract, refundable after the settlement of completed transmission services, together with bank interest at a rate agreed for such account at the time when such deposit is made, less any costs of maintaining the account and costs of a bank transfer, in case when the deposit together with the bank interest is not used to satisfy the claims of the OSGT, or

2.5.2. an irrevocable and unconditional bank guarantee which has been accepted by the OSGT, payable at the OSGT's first request, issued, as applicable, by a bank established in the territory of a Member State of the European Union or an EFTA Member State being a party to the EEA Agreement, provided that such bank meets the following criteria:

- (i) is not covered by restrictive measures adopted under existing legislation, including European Union legislation adopted pursuant to Article 215 of the Treaty on the Functioning of the European Union (OJ EU C 326/47, 26.10.2012), in respect of the provision of financial, banking or investment services, including assistance in issues or any other activity relating to transferable securities and money market instruments,
- (ii) holds a current rating from one of the following credit rating agencies: Moody's, Standard & Poor's or Fitch (level required not lower than Baa2 for Moody's, BBB for Standard & Poor's, BBB for Fitch);

if the bank issuing the bank guarantee ceases to comply with any of the conditions referred to above, without additional request from OSGT, the Shipper shall submit to OSGT the Financial Security in an appropriate form and amount within fourteen (14) business days of the date on which the bank issuing the bank guarantee ceased to comply with any of the conditions above, or

2.5.3. an irrevocable and unconditional surety accepted by the OSGT, being subject to Polish law, payable at the OSGT's first request, issued by the parent company of the Shipper's corporate group which has its registered office in the territory of a Member State of the European Union or an EFTA Member State being a party to the EEA Agreement, provided that the following criteria are met:

- (i) the parent company in the Shipper's corporate group is not covered by restrictive measures adopted under the existing legislation, including European Union legislation adopted pursuant to Article 215 of the Treaty on the Functioning of the European Union, in respect of the provision of financial, banking or investment services, including assistance in issues or any other activity relating to transferable securities and money market instruments,

- (ii) the parent company in the Shipper's corporate group holds a current rating from a credit rating agency (level required not lower than Baa2 for Moody's, BBB for Standard & Poor's, BBB for Fitch) and has submitted, in the form of a notarial deed, a declaration of submission to enforcement including the obligation to pay monies up to the amount specified therein pursuant to Article 777 of the Code of Civil Procedure (Journal of Laws of 2024, item 1568, as amended, hereinafter the "CCP"),

- (iii) the sum (total amount) of sureties granted by the parent company in the Shipper's corporate group may be granted up to 10% of the value of that company's share capital.

If the parent company in the Shipper's corporate group ceases to comply with any of the conditions referred to above, without additional request from OSGT, the Shipper shall submit to OSGT the Financial Security in an appropriate form and amount within five (5) business days of the date on which the parent company in the Shipper's corporate group ceased to comply with any of the conditions referred to above.

2.6. The Shipper may establish the Financial Security for the benefit of the OSGT in the form of a promissory note accompanied by a statement on submission to enforcement in the form of a notarial deed regarding the obligation to pay the amount specified therein, pursuant to Article 777 CCP, in accordance with the standard form published on the website of the OSGT, subject to the fulfilment of the following conditions:

- (i) the Shipper has its registered office on the territory of a Member State of the European Union or EFTA Member State being a party to the EEA Agreement;
- (ii) for the last four years, the Shipper has continuously used contractual capacity at a PWE or a PWY and has paid its obligations to the OSGT on time.
- (iii) the sum (total amount) of the promissory notes issued by the Shipper must not exceed 10% of the Shipper's company share capital.

2.6.1. When the Shipper has established the Financial Security in the form of a promissory note together with a declaration of submission to enforcement in the form of a notarial deed, but no longer fulfils the conditions (i), (ii) or (iii) referred to in point 2.6 above, then within five (5) business days of the day on which the Shipper ceased to fulfil any of the above conditions, the Shipper shall present to the OSGT the Financial Security in an appropriate form and amount. In case when the Financial Security is not renewed, the OSGT shall have the right to change, for and on behalf of the Shipper, the form of the Financial Security submitted in the form of a promissory note together with a declaration of submission to enforcement in the form of a notarial deed, to Financial Security in the form of a cash deposit by drawing a sum from the previous Financial Security and depositing the aforementioned amount into the OSGT's bank account (cash deposit). The

- change of the form of the Financial Security shall be applicable up to the amount of the Financial Security as calculated in accordance with point 2.7 at the date such change is effected.
- 2.7. The amount of the Financial Security set by the Shipper, for each gas day, shall not be lower than:
- 2.7.1. one hundred twenty-five per cent (125%) of the value of the Shipper's obligations towards the OSGT on a single gas day constituting the sum of:
- 2.7.1.1. the liabilities unpaid by the Shipper (including the obligations not yet matured) resulting from the invoices issued by the OSGT for the Shipper decreased by the OSGT's obligations towards the Shipper resulting from the Billing Report which have not been paid by the OSGT, and
- 2.7.1.2. the Shipper's liabilities resulting from the potential amount of the daily imbalance charge calculated on the basis of the balance of mutual obligations of the OSGT and the Shipper for all the gas days which has not been included in the invoice for the balancing services. The balance of the mutual liabilities shall be calculated as the product of estimated DIN value and KCK [Marginal Buy Price] or KCS [Marginal Sell Price] respectively for a given gas day as published on the OSGT website,
- or
- 2.7.2. twice the amount of the charge for the transmission services provided during a given gas month calculated on the basis of the capacity allocation (PP) of a Shipper and the valid SGT Tariff,
- or
- 2.7.3. PLN 150,000.00 when the Shipper has a transmission ability allocation (PZ)
- depending on which of the abovementioned amounts referred to in points 2.7.1, 2.7.2 or 2.7.3 is the highest one in a given gas day, subject to the principles for resumption of transmission services set out in point 2.20.
- 2.8. The Financial Security shall be calculated for each gas day. The amount of the Financial Security shall be calculated by the Shipper itself pursuant to point 2.7. The Financial Security shall be set not later than five (5) Business Days before the provision of the transmission services by the OSGT commences. In the event that the Financial Security is not provided within the time limit referred to above, OSGT shall call upon the Shipper by e-mail or via the electronic Information Exchange System (hereinafter "IES") to provide the Financial Security within forty-eight (48) hours of the receipt of that call. If the Shipper fails to lodge the Financial Security within the prescribed period, OSGT shall be entitled to suspend the transmission service to that Shipper starting from the beginning of the gas day on which the transmission service was to be provided for which the Financial Security was required.
- 2.9. The term of validity of the Financial Security shall expire three (3) months after the period for which the capacity (PP) or the transmission ability (PZ) has been allocated
- 2.10. The Shipper shall submit to the OSGT the due Financial Security fourteen (14) business days before the expiry of the existing Financial Security.
- 2.11. In case of long-term services provided for a period longer than one (1) year, the OSGT shall accept the possibility of setting the Financial Security for a period not shorter than one gas year, subject to its renewal fourteen (14) business days before it expires.
- 2.12. In case the Financial Security referred to in point 2.10 and 2.11 is not renewed on time, the OSGT shall call upon the Shipper, by email or through the IES, to renew the Financial Security within forty-eight (48) hours of the commencement of the gas day on which the Shipper was obliged to renew the Financial Security. If the Shipper fails to renew the Financial Security within the deadline set by the OSGT, the OSGT shall have the right to suspend transmission services for that Shipper as of the beginning of the following gas day after the expiry of the deadline set by the OSGT. The OSGT shall also have the right to change - for and on behalf of the Shipper - the form of the Financial Security submitted in a different form than in cash to Financial Security in the form of a cash deposit - by withdrawing the amount of the previous Financial Security (provided in a different form than in cash) and depositing the aforementioned amount to the OSGT bank account (cash deposit). The above change of the form of the Financial Security shall be applicable up to the amount of the Financial Security as calculated in accordance with the rules set out in point 2.7 at the date such change takes place.
- 2.13. The OSGT shall have the right to verify daily the level of the Financial Security for the previous gas day, for the consistency with the level indicated in point 2.7. or in point 2.20. When it is discovered that the level of Financial Security is not sufficient, the provisions of point 2.14 or point 2.16 shall apply.
- 2.14. If the Financial Security of the Shipper in the previous gas day was lower than fifty percent (50%) of the Financial Security level required pursuant to point 2.7, the OSGT, at the moment when forty eight (48) hours have passed from the beginning of the following gas day, shall suspend the performance of the transmission services for the Shipper without calling upon it to supplement the Financial Security. In addition, OSGT shall immediately terminate the transmission ability allocation (PZ) at WPWE_{OTC} and WPWY_{OTC} to that Shipper. The Shipper shall be informed about suspending the transmission services by means of an e-mail or IES upon OSGT's decision to suspend the provision of transmission services.
- 2.15. If the suspension of the provision of transmission services referred to in points 2.8, 2.12, point 2.14 or 2.16 takes place on the day which is holiday pursuant to the provisions of law or on Saturday, the suspension of the provision of transmission services shall take place at the beginning of the gas day commencing on the following day which is not holiday or Saturday.

- 2.16. If the Financial Security of the Shipper on the previous gas day was lower than the Financial Security level required pursuant to point 2.7 but equal to or higher than fifty percent (50%) of the Financial Security level required pursuant to point 2.7, the OSGT shall call upon the Shipper by means of an e-mail or IES to supplement the Financial Security by 15:00 hours of the gas day following the gas day on which the OSGT called upon the Shipper to supplement the Financial Security. In addition, OSGT shall immediately terminate the transmission ability allocation (PZ) at WPWE_{OTC} and WPWY_{OTC} to that Shipper. In case the Financial Security is not supplemented by the Shipper, the OSGT shall suspend the transmission services to the Shipper forty-eight (48) hours after the beginning of the gas day on which the Shipper should have supplemented the Financial Security.
- 2.16.1. The OSGT may refrain from calling upon the Shipper to supplement the Financial Security if the value of the Financial Security on the previous gas day was lower than the required level by an amount not exceeding PLN 1,000.00.
- 2.17. If 15:00 of the gas day referred to in point 2.16 falls on the day which is holiday pursuant to the provisions of law or on Saturday, the time-limit for supplementing the Financial Security pursuant to point 2.16 shall expire at 15:00 of the following day which is not holiday or Saturday.
- 2.18. The Financial Security in form referred to in point 2.5.1 shall be regarded as supplemented when the OSGT's bank account is credited at least with the amount that falls short of the level of Financial Security required under point 2.7 or point 2.20.
- 2.19. The suspension of the provision of transmission services referred to in points 2.8, 2.12, 2.14 and 2.16 shall result in the Shipper's inability to submit the nomination or the rejection of the nomination pursuant to the provisions of the SGT Network Code, and in the termination of the transmission ability allocation (PZ) for WPWE_{GG}/WPWY_{GG} and WPWE_{PPG}/WPWY_{PPG} points. The OSGT shall inform the Gas Exchange about taking the above measures.
- 2.20. The resumption of transmission services for the Shipper shall be possible on condition that the Financial Security established by the Shipper for a given gas day is not lower than:
- 2.20.1. two hundred percent (200%) of the value of the Shipper's obligations towards the OSGT in a given gas day, corresponding to the sum of:
- 2.20.1.1. outstanding obligations of the Shipper resulting from invoices issued to the Shipper by the OSGT, less the OSGT's obligations towards the Shipper resulting from the Billing Report which have not been paid by the OSGT, and
- 2.20.1.2. obligations of the Shipper arising from the amount of the potential imbalance fee determined on the basis of the balance of mutual obligations of the OSGT and the Shipper for all gas days which have not yet been covered by a balancing invoice. The balance of mutual obligations shall be calculated as the product of estimated DIN value and KCK [Marginal Buy Price] or KCS [Marginal Sell Price] respectively for a given gas day, as published on the OSGT website ,
- or
- 2.20.2. three times the charge for transmission services provided during a given gas month, as determined on the basis of the capacity allocation (PP) of a given Shipper and the applicable SGT Tariff,
- or
- 2.20.3. PLN 400,000.00
- depending on which of the values indicated above in point 2.20.1, point 2.20.2 or point 2.20.3 is the highest one for a given gas day. The principles concerning the required Financial Security, as set out in point 2.20 shall apply to the Shipper for a period of three (3) consecutive months starting from the date of the resumption of transmission services by the OSGT.
- 2.21. If, during the period of suspension of transmission services pursuant to points 2.8, 2.12, point 2.14 or point 2.16, the level of the Shipper's Financial Security is consistent with the provisions of 2.20, the transmission service shall be resumed by the OSGT at the beginning of the gas day falling on a business day, not later than after the lapse of the gas day following the gas day in which the Financial Security was supplemented, except for the transmission ability allocation (PZ) for WPWE_{GG}/WPWY_{GG}, WPWE_{OTC}/WPWY_{OTC} and WPWE_{PPG}/WPWY_{PPG} points, for which the Shipper should reapply for transmission ability allocation (PZ) in accordance with the provisions of the SGT Network Code.
- 2.22. Should the Shipper, despite the suspension of the transmission services pursuant to points 2.8, 2.12, 2.14 or 2.16, fail to supplement the Financial Security, the OSGT may terminate the Contract with the Shipper, the capacity allocation (PP) or the transmission ability allocation (PZ) pursuant to point 6.7.2, 6.12.3.2 or 6.14.3.1 respectively.
- 2.23. The OSGT may reduce the Financial Security (to the required level, determined in accordance with these GTC), at the request of the Shipper, within fourteen (14) days of the delivery of the Shipper's request to reduce the Financial Security submitted to the OSGT in writing, provided that there are no overdue payments due from the Shipper to the OSGT, and taking into account the amount of the current obligations of the Shipper towards the OSGT, to an amount not lower than the amount calculated for a given gas day in accordance with point 2.7. The reduction shall be effected by transferring an appropriate amount of money to the bank account indicated in the request together with interest due less the costs of maintaining the bank account and the costs of bank transfer, in case when the Financial Security is established in the form of a cash deposit, or by communicating the consent to reduce the amount of the Financial Security to the Shipper.

3. DISCLOSURE AUTHORISATION

- 3.1. The Shipper hereby authorizes the OSGT to pass any information related to the performance of this Contract to interoperating system operators, to the extent specified in the SGT Network Code.

4. TYPES OF CHARGES AND TERMS OF PAYMENT

- 4.1. The method of calculating fees and charges for the performance of the Contract and the manner of performing settlements are set out in the SGT Tariff and in the SGT Network Code.
- 4.2. The charges for the capacity made available shall be calculated in accordance with the valid SGT Tariff.
- 4.3. When not included in the SGT Tariff, the charges for the provision of transmission services and balancing shall be calculated in accordance with the provisions of the Contract, GTC and the SGT Network Code.
- 4.4. The Shipper is obliged to make timely payments of the amounts due to the OSGT. In the event that the Shipper does not use gas transmission service for the reasons attributable to the Shipper, in particular due to the lack of sufficient storage capacity, lack of capacity in the interoperating systems, the Shipper shall be obliged to pay the applicable charges in accordance with the SGT Tariff.
- 4.5. In the event of a change to the SGT Tariff or in case when a new SGT Tariff becomes effective, the Shipper shall adopt such SGT Tariff for application as of the date specified by the OSGT.
- 4.6. The OSGT shall issue invoices with the contents conforming to the valid legal regulations.
- 4.7. CRG, CSRB_{SGT}, KCK, KCS, and the rates of charges set out in the SGT Network Code are exclusive of the value added tax (VAT). VAT is applied in accordance with the valid provisions of the tax law.
- 4.8. The following documents may constitute the basis for the application of charges:
 - 4.8.1. After the end of the gas month the OSGT takes up the billing of the transmission services on the basis of the following invoices:
 - 4.8.1.1. basic invoice issued by the OSGT to Shippers using capacity allocation (PP) and transmission ability allocation (PZ) for performed services, including the allocated firm capacity, and the allocated interruptible capacity for the previous gas month and for the auction premium,
 - 4.8.1.2. adjustment invoice – issued in the event of error in billing in invoicing, as well as in the event of the acceptance of a complaint filed by the Shipper,
 - 4.8.1.3. interest note – issued by the OSGT in the event that the payment terms are exceeded by a Shipper.
- 4.9. Monthly billing and invoicing of the transmission services:
 - 4.9.1. By the seventh(7th) business day of the following gas month (M+1), the OSGT shall issue the basic invoice

for the transmission provided in the preceding gas month, which shall include the following:

- 4.9.1.1. the charge for the transmission service,
- 4.9.1.2. the fee for off-spec quality of gaseous fuel,
- 4.9.1.3. the fee for contract capacity overrun,
- 4.9.1.4. other fees resulting from the SGT Tariff and the SGT Network Code.
- 4.9.2. The Billing Report shall be enclosed as an attachment to the basic invoice.
- 4.9.3. Within (7th) days of the delivery of the Billing Report to the Shipper, the Shipper shall invoice the OSGT for the gaseous fuel sold in the process of balancing as well as the fee due in consideration of the financial neutrality of balancing, according to the conditions specified in the SGT Network Code.
- 4.9.4. In the billings with Shipper the OSGT shall take account of the transition from summertime to wintertime and from wintertime to summertime. In such cases the gas day shall be longer or shorter by an hour respectively.
- 4.9.5. Following prior arrangements between the OSGT and the Shipper made using digital channels, the offset the mutual receivables of the OSGT and the Shipper resulting from the performance of the transmission contract shall be allowed.
- 4.10. Sending and receiving of invoices:
 - 4.10.1. The invoices along with the attachments evidencing the basis for issuing them shall be made available by means of IES. The notification invoices and the attachments supporting documents that have been made available shall be sent by an e-mail to the address indicated in the IES.
 - 4.10.2. The Shipper shall send the invoice referred to in point 4.9.3:
 - 4.10.2.1. by registered mail or shall deliver it by other agreed means, against a confirmation of receipt, to the OSGT's address specified in this Contract in case of the invoices issued only in paper form,
 - 4.10.2.2. in electronic form, issued and sent pursuant to Article 106n of the Value Added Tax Act of 11 March 2004 (Journal of Laws of 2004, item 361 as amended) and meeting the following conditions:
 - 4.10.2.2.1. the invoice is sent by the Shipper in electronic form from the e-mail address indicated in the Contract to the e-mail address of the OSGT indicated in the Contract, as a PDF-file attachment,
 - 4.10.2.2.2. the e-mail address of the Shipper for sending the invoice is only the e-mail address indicated in the Contract,
 - 4.10.2.2.3. the domain of the Shipper has positive reputation. The negative reputation shall cause that delivering e-mail messages is ceased,

- 4.10.3. Only the invoice meeting the conditions set forth in point 4.10.2.2 is regarded as effectively delivered to the OSGT.
- 4.10.4. The OSGT may decide to prevent the Shipper from sending the invoices in electronic form pursuant to point 4.10.2.2 on which the OSGT shall inform the Shipper in writing. The decision takes effect for the Shipper after seven (7) days from submitting to the Shipper the notification in writing. In such case the Shipper shall send the invoices to the OSGT pursuant to the rules set forth in point 4.10.2.1.
- 4.11. Method and terms of payment:
- 4.11.1. The amounts arising from the invoices are payable by a bank transfer to the bank account of the Party specified in the Contract.
- 4.11.2. The invoices issued by the OSGT shall be payable within fourteen (14) days of the invoice issuance date.
- 4.11.3. The invoices issued by the Shipper shall be payable within fourteen (14) days of being delivered in accordance with point 4.10.2.
- 4.11.4. In the event of the OSGT's failure to collect the invoice referred to in point 4.10.2.1 which has been sent to the OSGT's correspondence address, such invoice shall be deemed delivered upon the lapse of fourteen (14) days after the posting date.
- 4.11.5. The date of payment of the amounts due is the date on which the creditor's bank account is credited.
- 4.11.6. When no specific document for which the payment is being made by the Shipper is indicated in the bank transfer, each such payment shall be credited towards the oldest receivables, including, in the first place, statutory default interest applicable to commercial transactions.
- 4.12. Default:
- 4.12.1. Any default on the payment of the financial liabilities shall result in the penalty interest for delay in commercial transactions for each day of delay. The amount of interest that accrues shall be payable on the basis of an interest note issued by a Party, within fourteen (14) days of the date of delivery of such note.
- 4.12.2. The OSGT shall have the right to enforce the Financial Security, as referred to in point 2, in the event that:
- (i) The Shipper defaults on payment for the services provided by the OSGT, at least fourteen (14) days after the date it was due, following a prior notification of the Shipper by the OSGT by email or through the IES, or in writing of the potential termination, according to the discretion of the attachment OSGT, of the capacity allocation (PP), transmission ability allocation (PZ) or the Contract, as the case may be, and setting an additional fourteen (14) days' deadline for payment of overdue and current amounts due, or
 - (ii) The OSGT suspends the provision of transmission services to that Shipper, or
 - (iii) The OSGT terminates the Contract with the Shipper concerned, or
 - (iv) The Shipper fails to renew the Financial Security in accordance with the provisions of point 2.10 or point 2.11.
- 4.12.3. The termination of the Contract shall not release the Shipper from the obligation to pay the entire amount due, together with the applicable interest.
- 4.12.4. Any complaints with respect to the invoice should be notified by the Shipper not later than within seven (7) business days of receipt thereof.
- 4.12.5. In the event when the complaint concerns errors in the invoice calculation, the Shipper shall make a timely payment of the correctly calculated amount agreed with the OSGT.
- 4.12.6. The filing of a complaint by the Shipper other than one that concerns calculation errors shall not release the Shipper from the obligation to pay the amounts due arising from the invoices.
- 4.12.7. The OSGT shall consider the complaint within fourteen (14) days of the date of its receipt and immediately advise the filing party that its complaint has been admitted, rejected or about further course of action to be taken.
- 4.12.8. In the event that the complaint is admitted, the OSGT shall issue an adjustment invoice within seven (7) days of the date of admitting the complaint and shall send such adjustment invoice to the Shipper forthwith. The overpayment, if any, shall be applied towards future payments due and billed in the next invoice to be issued, unless the Shipper demands a refund thereof within seven (7) days of the receipt of the adjustment invoice, in which case the refund shall be transferred to the bank account of the Shipper within fourteen (14) days of the receipt of the refund demand.
- 4.13. Settlement of disputes arising from invoicing and payments.
- 4.13.1. If a dispute arises between the Shipper and the OSGT regarding any invoices issued by the OSGT, the Parties shall make all reasonable efforts to expediently settle the dispute through negotiations.
- 4.13.2. If the Parties fail to reach an agreement within thirty (30) days of the date of delivery of the demand to amicably settle the dispute, the disputed matters shall be settled by a competent common court of law.
- 5. TRANSFER OF RIGHTS AND OBLIGATIONS UNDER THE CONTRACT**
- 5.1. The Shipper hereby expresses the consent to the assignment of all or any part of the rights and obligations of the OSGT hereunder onto a third party, including any subsidiary company of the OSGT.

5.2. The Shipper shall have the right to resell or make available the capacity allocation (contracted capacity) (PP) subject to the terms set forth in the SGT Network Code.

6. TERMINATION OF THE CONTRACT, CAPACITY ALLOCATION (PP) AND TRANSMISSION ABILITY ALLOCATION (PZ)

6.1. The Contract may be terminated:

- 6.1.1. at any time by the Parties' mutual agreement made in writing,
 - 6.1.2. upon the expiry date of the licences required by law to perform the activities covered by the Contract or the decision designating the operator, if the validity of the licence has not been renewed, or if the Party or its legal successor has not obtained a new licence allowing continued performance of the Contract,
 - 6.1.3. upon the expiry date specified in the decision of the President of the ERO ordering the Party to continue the performance despite the expiry of the licence, in the absence of renewal, or if the Party or its legal successor did not obtain a new decision allowing continued performance of the Contract,
 - 6.1.4. immediately after the OSGT becomes aware of the issuance by the President of the ERO of a valid decision on withdrawal of a license or on withdrawal of a decision determining the conditions of activities related to the performance of the Contract, but not earlier than the date of the validation, unless the Shipper presents the OSGT with a statement signed by persons authorized to represent Shipper, stipulating that the activities performed by the Shipper do not require a license under the Energy Law, within seven (7) days of the date when the decision on withdrawal of the license becomes valid,
 - 6.1.5. on the expiry of the termination date of the Contract.
- 6.2. The Party affected by the circumstances described in point 6.1.2 point 6.1.3 or point 6.1.4 shall be obliged to inform the other Party in writing of the date on which the Contract is to be terminated at least fourteen (14) days in advance.
- 6.3. The Shipper is entitled to terminate the Contract with fourteen (14) days' notice:
- 6.3.1. in the case of non-performance by the OSGT of the services provided for in the Contract for a period of thirty (30) consecutive days,
 - 6.3.2. in the case of a gross breach by the OSGT of the provisions of the SGT Network Code, SGT Tariff, the Contract or GTC and a failure to remedy such breach in due time.
- 6.4. In the event of non-acceptance of amendments to the SGT Network Code or the provisions of a new SGT Network Code, the Shipper shall have the right to terminate the Contract within fourteen (14) days of the date of its publication with a fourteen (14) day notice period or any other (i.e. shorter or longer) set by the Shipper, however, no later than on the date preceding the entry into force of such amendments to the SGT

Network Code or the new SGT Network Code, or without observing the notice period, effective as of the end of the gas day preceding the entry into force of such amendments to the SGT Network Code or the new SGT Network Code. In the event whereby an amendment to the SGT Network Code or the new SGT Network Code enters into force during the notice period, the Shipper shall apply the amended SGT Network Code or the new SGT Network Code with the revised wording throughout the notice period following the date of its entry into force.

- 6.5. Upon receipt of information from the OSGT about amending the provisions of the GTC, the Shipper, within fourteen (14) days of the date of notification on the amended GTC, shall be entitled to terminate the Contract with fourteen (14) days' notice.
- 6.6. In the event of any amendment to the SGT Tariff, with the exception of changes in prices or fee rates set out in the approved SGT Tariff, the Shipper shall be entitled to terminate the Contract within fourteen (14) days of the date of publication of the new or amended SGT Tariff with effect as of the end of the term of the existing SGT Tariff.
- 6.7. The OSGT shall be entitled to terminate the Contract with fourteen (14) days' notice in the case:
 - 6.7.1. where the Shipper is in arrears for at least thirty (30) days after the expiry of the original due date, despite having notified in writing or by e-mail or IES of its intention to terminate the Contract and being given an additional period of minimum two (2) weeks for the payment of overdue and current charges, and the Shipper, despite the expiry of the additional period, has failed to pay all current and overdue charges within thirty (30) days after the expiry of the original due date,
 - 6.7.2. of failing to extend the validity or to replenish the full amount of the Financial Security in the cases and form specified in the GTC, under the Mechanism ensuring the financial neutrality of the OSGT's balancing actions, despite a prior request received in writing, by email or IES, to replenish it within the prescribed time limit,
 - 6.7.3. of Shipper's failure to comply with the restrictions in the off-take of gaseous fuel implemented in accordance with applicable regulations or the provisions of the SGT Network Code,
 - 6.7.4. when no capacity allocation (PP) or transmission ability allocation (PZ) has been granted to the Shipper for a period of more than one (1) year,
 - 6.7.5. in the case of a gross breach by the Shipper of the provisions of the SGT Network Code, SGT Tariff, the Contract or GTC and a failure to remedy such breach in due time.
- 6.8. A Party shall not have the right to terminate the Contract, if the reasons underlying the termination were a consequence of a Force Majeure event, subject to point 6.9.

- 6.9. If the circumstances of a Force Majeure event or the remedying of the consequences of a Force Majeure event persist for more than sixty (60) days, each Party shall have the right to terminate the Contract with immediate effect.
- 6.10. Either Party is authorised to terminate the Contract without reasons, effective as of the end of a given gas year by notice submitted by 1 June of the respective gas year.
- 6.11. The OSGT shall inform the Gas Exchange about the termination of the transmission ability allocation (PZ) for virtual entry/exit points to/from the Gas Exchange (WPWE_{GG}/WPWY_{GG}) with respect to a given Shipper.
- 6.12. Termination of capacity allocation (PP):
- 6.12.1. The performance of the capacity allocation (PP) shall be terminated in the following cases:
- 6.12.1.1. upon the lapse of the last day of the validity term specified in the capacity allocation (PP),
- 6.12.1.2. upon a written agreement between the Parties,
- 6.12.1.3. upon the termination of the Contract,
- 6.12.1.4. in the event of a complete change of supplier at a given point,
- 6.12.1.5. upon the lapse of the termination notice period for the capacity allocation (PP).
- 6.12.2. The Shipper may terminate the capacity allocation (PP) at a physical point in the case when:
- 6.12.2.1. the OSGT fails to perform the obligations under the capacity allocation (PP) at the physical point for the period of thirty (30) consecutive days,
- 6.12.2.2. the occurrence of a force majeure results in the incapability to use transmission services on the terms set out in the capacity allocation (PP) or the Contract for a period exceeding thirty (30) days.
- 6.12.3. The OSGT may terminate the capacity allocation (PP) when the following circumstances apply with respect to a physical point:
- 6.12.3.1. the Shipper no longer fulfils the condition of ensuring the delivery of gaseous fuel to the physical or reverse-flow entry point, or the off-take of gaseous fuel from a reverse-flow exit point (in the case of an entry point at an interconnection with a transmission system of a non-EU country or a country that is not the Shipper no longer fulfils the condition of ensuring the delivery of gaseous fuel to the physical or reverse-flow entry point, or the off-take of gaseous fuel from a reverse-flow exit point (in the case of an entry point at an interconnection with a transmission system of a non-EU country or a country that is not an EFTA member state a party to the EEA Agreement, in accordance with the principles set out in the SGT Network Code,
- 6.12.3.2. The Shipper fails to extend the validity of or supplement the Financial Security to the full amount of the Financial Security, despite a previous demand to extend the validity (renew) or supplement the Financial Security within a specified period of time, delivered in writing, delivered by email or through the IES,
- 6.12.3.3. in other events of a material breach by the Shipper of any provisions of the SGT Network Code, SGT Tariff, Contract or GTC with respect to the capacity allocation (PP) and a failure to remedy the effects of such default in due time,
- 6.12.3.4. in the event of a force majeure resulting in the incapability to provide transmission services under the terms set out in the capacity allocation (PP), or the Contract, for a period exceeding thirty (30) days.
- 6.12.4. The Party entitled to terminate the capacity allocation (PP) due to the reasons described in point 6.12.2 or in point 6.12.3 above, shall provide the other Party with a notice in writing stating the reasons for and the date of the termination of the capacity allocation (PP). The date of termination of the capacity allocation (PP) shall not be earlier than fourteen (14) days of the date of delivery of such notice. Until such time, the Parties shall make efforts to remove the reasons for and the effects of the circumstances that justify the termination of the capacity allocation (PP). If such efforts prove to be inconclusive or, for objective reasons, are bound to fail, the capacity allocation (PP) shall be terminated on the date specified in the notice or on a different date agreed between the Parties.
- 6.13. In the event that the Shipper itself, or the suppliers or customers the Shipper is responsible for, cause a threat to the security of the functioning of the transmission system, or the performance of any existing transmission contracts, in particular by delivering gaseous fuel of an inadequate quality for transmission or through an imbalance in excess of the admissible limits, the OSGT shall have the right to terminate the Contract with respect to the part concerning the capacity (contracted capacity) (PP) or transmission ability allocation (PZ) at the points that contributed to the occurrence of such threat to the security of the functioning of the transmission system, subject to one (1) month notice.
- 6.14. Termination of transmission ability allocation (PZ).
- 6.14.1. The performance of the transmission ability allocation (PZ) shall be terminated in the following cases:
- 6.14.1.1. upon the end of the last day of the validity term specified in the transmission ability allocation (PZ),
- 6.14.1.2. on the date of expiry of the capacity allocation (PP) at a physical point that corresponds to transmission ability allocation (PZ) at a contractual point, in accordance with the principles set out in the SGT Network Code,
- 6.14.1.3. upon a written agreement of the Parties,
- 6.14.1.4. upon the termination of the Contract,

- 6.14.1.5. upon the lapse of the termination notice period for the transmission ability allocation (PZ).
- 6.14.2. The Shipper may terminate the transmission ability allocation (PZ) subject to thirty (30) days' notice in writing. With respect to WPWE_{GG}/WPWY_{GG} and WPWE_{OTC}/WPWY_{OTC} points the Shipper may terminate the transmission ability allocation (PZ) without the prior notice referred to above, by submitting an appropriate application in the IES at least five (5) days in advance.
- 6.14.3. The OSGT may terminate or cancel the transmission ability allocation (PZ) in the following cases:
- 6.14.3.1. a failure by the Shipper to extend the validity of or supplement the Financial Security to the full amount of the Financial Security, despite a previous demand to extend the validity (renew) or supplement the Financial Security within a specified period of time, delivered in writing, delivered by email or through the IES,
- 6.14.3.2. in the events of default by the Shipper of any material provisions of the SGT Network Code, SGT Tariff, Contract or GTC with respect to the transmission ability allocation (PZ) and a failure to remedy the effects of such default within the deadline set by the OSGT,
- 6.14.3.3. in the event of a force majeure resulting in the incapability to provide the transmission services on the terms set out in the transmission ability allocation (PZ) and the Contract, for a period exceeding thirty (30) days.
- 6.14.3.4. The OSGT shall immediately terminate the ability allocation (PZ) at WPWE_{OTC} and WPWY_{OTC} in cases described in point 2.14 or 2.16.
- 6.15. The OSGT shall deliver a termination notice to the Shipper stating the reasons for and the date of the termination of the transmission ability allocation (PZ). The date of termination of the transmission ability allocation (PZ) shall not fall earlier than fourteen (14) days of such notice. Until such time, the Parties shall make efforts to remove the reasons for and the effects of the circumstances providing grounds for the termination of the transmission ability allocation (PZ). If such efforts prove to be inconclusive or, for objective reasons, are bound to fail, the transmission ability allocation (PZ) shall be terminated on the date specified on the notification or another date agreed between the Parties.
- 7. LIABILITY**
- 7.1. In the event of a default or defective performance by either Party of any of its obligations under the Contract, the Party shall be liable in accordance with the terms of the SGT Tariff, Contract and the SGT Network Code.
- 7.2. The Parties shall be liable for a default in or defective performance of their respective obligations, unless the default or defective performance results from circumstances beyond the control of the Party, including those caused by a force majeure.
- 7.3. Each Party shall be held liable for the actions of its suppliers, customers, partners, subcontractors and other persons it retains to carry out the activities defined in the SGT Network Code, to the same extent as for its own actions.
- 7.4. The Parties shall not be held liable for a default or a defective performance of its obligations when caused by a force majeure, and specifically when a force majeure event led to a default or defective performance of the obligations by ISOs or third parties whom the Party retained to perform the obligations defined in the SGT Network Code.
- 7.5. The Party claiming a force majeure event shall be obliged to notify the other party, without undue delay, of the occurrence of a force majeure event, providing appropriate evidence of its occurrence.
- 7.6. Immediately after the force majeure ends and its consequences are removed, each Party to the transmission contract shall, without any additional request, resume the performance of its respective obligations, which were previously suspended due to the occurrence of a force majeure. Immediately upon resuming the performance of its obligations the Party shall notify the other Party thereof.
- 8. PROTECTION OF PERSONAL DATA**
- 8.1. In connection with the execution, performance and monitoring of the Contract, each Party will process personal data of persons employed by the other Party or cooperating with the other Party or retained as a sub-contractor of the other Party, which will be shared between the Parties in this regard (including specifically name, surname, email address, telephone number, place of employment, position). The mutual disclosure of the aforementioned personal data by the Parties shall not take place for the purpose of entrusting them to the other Party for processing, and each Party becomes a controller within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter the "GDPR").
- 8.2. The Shipper shall perform, on behalf of the OSGT, the disclosure obligation under Article 14(1)-14(3) GDPR with respect to persons whose:
- 8.2.1. personal data have been made available by the Shipper to the OSGT, and who are authorised contact persons in connection with the performance of the Contract – by introducing these persons to the information provided on the OSGT's website in the GDPR section.
- 8.2.2. personal data has been made available by the Shipper to the OSGT, and who are authorised to perform the Contract on behalf of the Shipper – by introducing these persons to the information provided on the OSGT's website in the GDPR section.

- 8.3. The OSGT shall fulfil the disclosure obligation under Article 14(1)-14(3) GDPR on behalf of the Shipper in relation to the persons whose personal data the OSGT has made available to the Shipper, and who are authorised to exercise supervision on the part of the OSGT, as well as to maintain ongoing contact in connection with the execution of the Contract, and are entitled to perform the Contract on behalf of the OSGT – by introducing these persons to the information provided on the website of the Shipper.
- 8.4. In case when the performance of this Contract requires that the personal data be entrusted for processing by either of the Parties to the Contract, when the other Party is the controller of such data within the meaning of the GDPR, the Parties shall sign a separate agreement on entrusting the processing of personal data.

safety of persons, the operation of equipment, installations and networks of each Party concerned.

9. CYBERSECURITY

- 9.1. In connection with access to the OSGT's telecommunication systems (IES) and the exchange of electronic correspondence, the Parties undertake to mutually report any and all identified or suspected incidents within the IT environment which, at the time of identification or reporting, bear the hallmarks of a cyber-security incident. A cyber-security incident is defined as an event or series of events that has or may have an adverse impact on corporate cyber-security construed as the resistance of telecommunication systems to actions that compromise confidentiality, integrity, availability and authenticity of the processed data or related services offered by such systems.
- 9.2. In the event whereby either Party identifies an incident referred to in clause 9.1 or the likelihood of such an incident, that Party shall immediately notify the other Party thereof through one of the following communication channels:
- 9.2.1. for OSGT:
- 9.2.1.1. by telephone at: +48 22 22 01 111 or +48 885 250 999;
- 9.2.1.2. by e-mail: cert@gaz-system.pl.
- 9.2.2. for the Shipper - the incident shall be reported to the persons designated in the IES (at the address provided in the IES)
- 9.3. The Parties are obliged to provide each other with all relevant and necessary information concerning the incidents referred to in item 9.1.

10. FINAL PROVISIONS

- 10.1. Whenever a notification by email or through the IES is referred to in these GTC, the Parties acknowledge that the delivery of such notification shall be considered effective upon its transfer.
- 10.2. The Parties are obliged to keep IES users' data within the organisation up to date (including contact details for dispatching services).
- 10.3. The Parties undertake to inform each other without undue delay of any and all events that may affect the