

## SURETYSHIP

### § 1.

1. Pursuant to the provisions of the General Terms and Conditions of the Transmission Contract (hereinafter referred to as the "GTC") constituting an integral part of the Transmission Contract No. \_\_\_\_\_, concluded on \_\_\_\_\_ (hereinafter referred to as the "**Transmission Contract**") between **Operator Gazociągów Przesyłowych GAZ-SYSTEM Spółka Akcyjna** with its registered office in Warsaw at ul. Mszczonowska 4, 02-337 Warsaw, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw, 12th Commercial Division, under number KRS 0000264771, NIP (tax identification number) 527-243-20-41, REGON (statistical identification number) 015716698 (hereinafter "**TSO**") and \_\_\_\_\_, with its registered office in \_\_\_\_\_, at ul. \_\_\_\_\_ No. \_\_\_\_\_, entered in the National Court Register maintained by the District Court for \_\_\_\_\_, Commercial Division under number KRS \_\_\_\_\_ (hereinafter referred to as the "**Debtor**"), we, the undersigned \_\_\_\_\_ [first and last name] and \_\_\_\_\_ [first and last name], representing \_\_\_\_\_ with its registered office in \_\_\_\_\_, address: \_\_\_\_\_, entered in the register of entrepreneurs maintained by \_\_\_\_\_ under the number \_\_\_\_\_, with a share capital of \_\_\_\_\_ (hereinafter also referred to as the "**Surety**") authorized to represent the Surety, hereby guarantee the fulfillment by the Debtor of financial obligations towards the TSO resulting from the Transmission Contract.
2. This Suretyship secures the payment by the Debtor of all financial obligations towards the TSO under the Transmission Contract, i.e. obligations to pay the TSO the fees for the available capacity calculated on the basis of the applicable TSO Tariff and the fees for the provision of transmission services, including balancing, not included in the TSO Tariff, both existing and future ones, as well as interest for late payment and the costs incurred by the TSO for the purpose of pursuing the claim.

### § 2.

1. The Surety irrevocably and unconditionally undertakes towards the TSO that in the event of non-performance or improper performance of any of the Debtor's due and payable obligations under the Transmission Contract, in particular the obligation to pay any fees under the Transmission Contract, the Surety shall perform such obligation of the Debtor.
2. This Suretyship shall be limited to the amount of PLN \_\_\_\_\_ (say: \_\_\_\_\_).
3. This Suretyship shall remain in force for the period from the date of issue to \_\_\_\_\_.
4. The Surety declares that it shall fulfill its obligations under this Suretyship immediately after the TSO notifies it of a delay in the payment by the Debtor of the amounts due under the Transmission Contract, by paying the amount of the debt to the bank account indicated by the TSO within 7 days from the receipt of the aforementioned notification. The payment date shall be the date on which the TSO's bank account is credited with the amount indicated in the aforementioned notification.
5. Any payments made by the Surety to the TSO under this Suretyship shall be free of any set-offs or deductions.

**Note:** The amount of the Suretyship may not exceed 10% of the Surety's share capital.)

**§ 3.**

1. This Suretyship shall be governed by the Polish law. In matters not governed by this Suretyship, the applicable provisions of law shall apply, in particular: the Act of April 23, 1964. Civil Code (Journal of Laws No. 16, item 93, as amended).
2. All disputes that may arise from this Suretyship shall be settled by a common court having jurisdiction over the registered office of the TSO.

Signed in ....., on ..

For and on behalf .....

.....  
[full name]

.....  
[full name]

**The TSO declares that it accepts the submitted Suretyship.**

\_\_\_\_\_  
[full name]