GAZ-SYSTEM Auction Platform Rules
1st November 2015

I GENERAL PROVISIONS

§ 1 Definitions

1.1 Terms and expressions used herein shall have the following meaning. They are written with capital letter to underline that these are defined terms and expressions.

1.1.1 **Activation**: a process aiming at creating an account for the Platform User on the GSA, within the profile of it's Shipper.

1.1.2 **Auction:** a procedure of the Capacity allocation conducted via GSA where registered Shippers may place their Offers for Capacity made available by TSOs thereunder.

1.1.3 **Auction Premium** – auction premium in the meaning of article 26 point 2 of the Network Code CAM, being a difference between the Settlement Price and the Reserve Price of the given Auction.

1.1.4 **Bundled capacity:** standard Capacity product made available on a firm basis which consists of corresponding entry and exit Capacity at both sides of an Interconnection point.

1.1.5 **Business Days:** a period from Monday to Friday, excluding public holidays.

1.1.6 **Network Code CAM :** Commission Regulation (EU) No 984/2013 of 14 October 2013 - establishing a Network Code on Capacity Allocation Mechanisms in Gas Transmission Systems and supplementing Regulation (EC) No 715/2009 of the European Parliament and of the Council.

1.1.7 **Capacity**: the maximum hourly quantity of gaseous fuel, which may be delivered for transmission at a physical Entry point or off-taken from the transmission system at a physical Exit point.

1.1.8 **Civil Code:** the Civil Code of 23 April 1964 (Journal of Laws No. 2014.121 as amended).

1.1.9 **Entry point**: a contractual point of the delivery of gaseous fuel to the transmission system.

1.1.10 **Exit point**: a contractual point of the off-take of gaseous fuel from the transmission system.

1.1.11 **GAZ-SYSTEM S.A.:** Gas Transmission Operator GAZ-SYSTEM S.A. with its registered office in Warsaw.

1.1.12 **GAZ-SYSTEM Auctions (”GSA”):** an IT platform fixed on the GSA Operator's Internet server as a separated module in the domain aukcje.gaz-system.pl (auctions.gaz-system.pl), including the collection of applications, static and dynamic documents with graphic files, scripts and other documents combined by mutual relations, used to order Capacities in the

transmission system made available by TSO via the GSA, on a primary and secondary market.

1.1.13 **GSA Operator:** GAZ-SYSTEM S.A.

1.1.14 **Interconnection point**: a physical or virtual point connecting adjacent entry-exit systems or connecting an entry-exit system with an interconnector, in so far as these points are subject to booking procedures by network users, which consists of respective Entry and Exit point

1.1.15 **Interoperating System Operator ("ISO"):** a TSO other than GAZ-SYSTEM S.A..

1.1.16 **IRiESP -** the applicable at a given time TNC of GAZ-SYSTEM S.A., established pursuant to the applicable provisions of law, approved by the President of the Energy Regulatory Office and posted on the GAZ-SYSTEM website.

1.1.17 **Offer:** 1) in the case of an ascending clock Auction and an uniform price Auction: request for Capacity allocation made available by TSO in the Auction conducted on the GSA, an offer placed by a Shipper in the Auction, 2) in the case of Reversed uniform price Auction: request for withdrawal of the Capacity allocated for this User to TSO.

1.1.18 **Platform User:** a natural person that is authorised to order Capacities via GSA and carry out other actual and legal activities in GSA on behalf of and for a Shipper, respectively authorised by the Shipper.

1.1.19 **Registration**: a process aiming at creating a profile for the Shipper on the GSA.

1.1.20 **Reserve Price:** the permissible minimum fee during the Auction constituting a rate of the transmission service fee, equal to the sum of tariff rates for the transmission of gas resulting from the currently applicable tariff of price list of the TSO/TSO's, making their Capacity available in the Auction.

1.1.21 **Rules**: these GSA Platform Rules, as published by GAZ-SYSTEM S.A.

1.1.22 **Settlement Price:** rate obtained as a result of the Auction being, in the case of an Auction conducted in accordance with algorithm of an ascending clock Auction, the sum of the Reserve Price and an Auction premium bid during a given auction, and in case of the Auction conducted in accordance with algorithm of an uniform price Auction the price described in the point 10.8.14.

1.1.23 **Shipper:** a transmission market player being a natural or legal person, as well as unincorporated business unit that has legal capacity and has been registered in GSA in accordance with these Rules, supplying gaseous fuels to the transmission system or receiving supply from that system.

1.1.24 **TNC:** an official document, describing principles for access to the transmission system and service provision, applicable for the transmission system of a given TSO.

1.1.25 **TSO:** an energy enterprise dealing with the transmission of gaseous fuels, responsible for grid operation in the gas transmission system, the ongoing

long term operational security of that system, the use, maintenance and repair and the necessary expansion of the transmission grid, including its connections to other gas or electricity systems, that makes the Capacity of its transmission system available under GSA Auctions, in particular GAZ-SYSTEM S.A..

§ 2   Scope of the application

2.1   These Rules define principles for the use of GSA by TSOs, Shippers and Platform Users.

2.2   All discrepancies and/or supplementary regulations enforced by TSO with regard to the scope hereof, e.g. in the TNC or other equivalent documents, are hereby explicitly excluded, unless the Rules provide otherwise.

§ 3   Type and scope of services provided via GSA

3.1   At aukcje.gaz-system.pl (auctions.gaz-system.pl), GAZ-SYSTEM S.A. shall provide GSA where it will offer its services (hereinafter referred to as "Services") which will enable to:

3.1.1   create and manage profiles of Shippers and accounts of their Platform Users;

3.1.2   make available Capacity of Entry and Exit points and Interconnection points by the TSO in the Auction;

3.1.3   purchase Capacities of Entry and Exit points and Interconnection points under the primary market which are made available by TSO and Capacity resale on the secondary market.

3.2   The GSA Operator publishes on the GSA only the information obtained from the relevant TSO's. The GSA Operator shall not be liable for the content of the information obtained from the ISO's, the rights to the Capacity made available in the Auction and nor for offers and arrangements on transmission products of ISO's. Transmission agreements between TSO and the Shipper resulting from the Auction shall be executed and performed outside GSA in accordance with the TNC of a given TSO or an equivalent document.

§ 4   Use of GSA

4.1   To use GSA, Internet access and one of the following browsers shall be necessary: Internet Explorer min. version 9, Mozilla Firefox min. version 28, Google Chrome min. version 34.

4.2   To use GSA, the Shipper shall be successfully registered in GSA and it's first Platform User shall be activated. The usage of the functionalities of the GSA referred to in point. II – IV, shall be possible only after the approval of the TSO, issued in accordance with § 6.

4.3 Registration and Activation in GSA and TSO approval shall be subject to § 5 and § 6 hereof.

4.4 The Shipper shall accept the Rules by marking a relevant field during Registration at aukcje.gaz-system.pl (auctions.gaz-system.pl).

4.5 As a result of the successful Registration and Activation of it's first Platform User, the Shipper and the GSA Operator shall execute an agreement on the use of platform on terms and conditions set out herein (hereinafter referred to as the "Agreement for the use of the GSA"). TSO and Shippers shall use GSA in accordance with these Rules.

4.6 Within 10 days of the conclusion of an Agreement for the use of the GSA, the Shipper may withdraw therewith without reason by submitting a relevant notice in an electronic form. Upon request of the GSA Operator, the Shipper shall submit the original of the notice. Having received the withdrawal notice, the GSA Operator shall liquidate the Shipper's profile and accounts of all its Platform Users. The Shipper shall not have the right to withdraw from the Agreement for the use of the GSA if it has carried out any activity under GSA, i.e., in particular, placed any Offer under the Auction, after the successful Registration and Activation of his first Platform User.

4.7 The Shipper shall have the right to have several active Platform Users in GSA. The Shipper shall ensure that its Platform Users will comply with all rights and obligations under the Agreement for the use of the GSA.

4.8 The Shipper shall not be charged for the use of GSA.

§ 5 Registration and Activation on the GSA

5.1 To register the Shipper, the following information shall be submitted to the GSA Operator:

5.1.1 the name and address of the Shipper (street, postal code, town, country),

5.1.2 other Shipper's data: EIC code, website address, language, currency,

5.1.3 an additional identification code, if required by a given TSO,

5.1.4 a choice of a relevant TSO/TSO's whose Capacity the Shipper wants to purchase through the GSA.

5.2 To Activate the first Platform User, together with the data submitted according to point 5.1 above, the following information shall be provided:

5.2.1 the Platform User's data: login, surname, first name, telephone, email, language, time zone, relevant Shipper's name and identification code, password;

5.2.2 Platform User's consent to processing his personal data.

5.3 In addition to the abovementioned data, to complete the Activation process of the first Platform User of a given Shipper, it is necessary to submit in an electronic

form a scan of a signed power of attorney for the first Platform User to conclude the Agreement for the use of the GSA on behalf of the Shipper (the form of a power of attorney can be found in "Documents" bookmark at: aukcje@gaz-system.pl (auctions.gaz-system.pl)and of a current extract from the relevant commercial register of a Shipper, obtained in accordance with the principles specified in the regulations of the country where the Shipper has its registered office or other relevant document that will certify the validity of the power of attorney. The documents should be sent by the Platform User on the following email address: aukcje@gaz-system.pl.

5.4   For a successful Registration of the Shipper and Activation of the Platform User, the GSA Operator, within 3 (three) Business Days must confirm the accuracy and entirety of the documents submitted according to point 5.3. Upon request of the GSA Operator, the Shipper shall submit the originals of the documents listed in point 5.3.

5.5   Registration of the Shipper and Activation of the first Platform User is made upon the confirmation by the Operator GSA of the accuracy and completeness of the documents submitted in accordance with point 5.3.

5.6   As a result of the successful Registration of the Shipper and Activation of the first Platform User on the GSA, the Shipper's profile is created and an account for its first Platform User is activated. After the successful Registration of the Shipper and the Activation of first Platform User, the Platform User shall receive an activation email from GSA.

5.7   If more than one Platform User of the same Shipper are willing to be activated with GSA, each additional Platform User shall submit the information referred to in points 5.2.1 and 5.2.2. Activation of the Platform User is made upon the confirmation by the GSA Operator.

5.8   After the successful Activation of additional Platform Users, the Shipper's Registration data shall be adequately updated. An account shall be created for each Platform User. The Platform User shall receive an activation email from the GSA Operator.

5.9   Each Shipper may have only one profile.

5.10   Each Platform User may have only one account, to which one unique and identifiable email, created in the Shipper's domain shall be assigned.

5.11   Creation of one Platform User's account for multiple Platform Users is forbidden.

§ 6   Shipper and Platform User approval by TSO

6.1   After registration data are delivered via GSA to a relevant TSO, the Shipper and/or Platform User approval by a relevant TSO shall commence. The approval shall be subject to the TNC or another equivalent document of a relevant TSO. The Shipper and/or Platform User shall be notified electronically via the GSA of their approval by TSO. Upon request of the relevant TSO, submitted to the Shipper

and/or Platform User electronically via the GSA, the Shipper and/or Platform User electronically via GSA shall submit documents and information required for approval by the relevant TSO.

6.2 The GSA Operator shall not be responsible for the approval of the Shipper and/or Platform User by the relevant ISO. The same shall apply to the refusal or withdrawal of the approval.

6.3 The Shipper shall be immediately notified electronically via GSA of the relevant TSO approval results.

6.4 Points from 6.1 - 6.3 above shall apply respectively to the approval of the Shipper registered with GSA by other TSOs and to the approval of next Platform Users.

6.5 Approval processes in order to use functionalities of the GSA on the primary and secondary market by given Shipper shall be conducted in accordance with points 6.1- 6.3 are independent of each other.

§ 7 Shipper's and Platform Users' data management on the GSA

7.1 The first Platform User of a given Shipper shall have the right to manage the data on the GSA of its Shipper and shall immediately update the data to reflect changes, if any.

7.2 The right to manage the data on the GSA, upon request of an entitled Platform User, may be transferred to a different Platform User of the given Shipper.

7.3 Each Platform User shall be entitled to update his data to reflect changes, if any, apart from his email address and login.

7.4 Change of the email address and login of a Platform User requires approval of the GSA Operator. For the approval, the Platform User having the right to manage on the GSA the data of its Shipper shall submit to the GSA Operator in an electronic form on the following email address: aukcje@gaz-system.pl a scan of form signed by the Shipper according to the formula published on the GSA, together with the a current power of attorney and/or current extract from the relevant commercial register of a Shipper, obtained in accordance with the principles specified in the regulations of the country where the Shipper has its registered office or other relevant document that will certify the authorization to act. Upon request of the GSA Operator, the Shipper shall submit the original of the filled form.

7.5 The changes in GSA registration data shall be effective after the confirmation by the entitled Platform User or the GSA Operator.

§ 8 Locking anddeletion of Platform Users' accounts

8.1 Accounts locking and deletion of Platform Users is done by GSA Operator on request of the Platform User having the right to manage the data on the GSA of it's Shipper.

II MAKING CAPACITY AVAILABLE ON THE PRIMARY MARKET

§ 9   Available order forms

9.1   Capacities on the primary market may be ordered via Auctions. Capacities shall be made available in accordance with the principles of equal treatment, non-discrimination and transparency.

9.2   The data of the Shippers are not made available or visible for other Shippers or their Platform Users. During the Auction, the Shipper is anonymous for other Shippers or their Platform Users.

§ 10   General Auction terms and conditions

10.1   Unless the TNC or another equivalent document of TSO that makes Capacity available under the Auction provides otherwise, in order to conduct:

   10.1.1   Auction of the yearly, quarterly and monthly Capacity products, in the meaning of the Network Code CAM, the algorithm of an ascending clock Auction described in point 10.7 shall be applied;

10.2   Auction of the daily and within-day Capacity products, in the meaning of the Network Code CAM, the algorithm of an uniform price Auction described in point 10.8 shall be applied. When Auction is conducted in a mode different than described in point 10.1, Shippers shall be informed in advance in an electronic form via the GSA.

10.3   The quantity of Capacities to be made available under the Auction shall be defined and published on the GSA by proper TSO on the dates specified in accordance with the Network Code CAM, unless the TNC or other equivalent document of the TSO, making Capacity available in the Auction, provide otherwise.

10.4   Offers shall be submitted in the whole units (natural numbers).

10.5   To take part in the Auction, the Shipper shall be approved by the TSO/TSOs that made their Capacities available under a given Auction in accordance with § 6hereof.

10.6   In the Auction, any number of the Platform Users of one Shipper may take part. The amounts from the Offers submitted by the Platform Users of one Shipper do not sum up.

10.7   Ascending clock Auction algorithm.

   10.7.1   The bidding rounds of each Auction shall begin at 9:00 am and continue until 6:00 pm on all Business Days.

   10.7.2   In case when an Auction is not concluded by the date when the next Auction for a shorter-term product is to begin, such Auction shall be closed and the Capacity shall be made available in the next Auction for a shorter-term Capacity product.

10.7.3   The first round of bidding (R_1) shall have a duration of three (3) hours; the next rounds (R_n) shall have a duration of one (1) hour each. There shall be a period of one (1) hour between the rounds.

10.7.4   The first bidding round (R_1) shall be held for an Auction Premium equal to zero (0).

10.7.5   Price steps:

10.7.5.1   No later than together with the information referred to in point 10.3, the TSO on the GSA shall announce the value of small and large price steps, which shall be used in the given Auction. .

10.7.5.2   The small price step shall correspond to 20% of the large price step.

10.7.6   The Offer may be made, changed or withdrawn at any time during the bidding round, provided that it conforms to point 10.7.7. An Offer shall be considered binding until it is modified or withdrawn.

10.7.7   In the Offer, the Platform User shall stipulate the following:

10.7.7.1   identity of the Shipper,

10.7.7.2   Entry/Exit point or Interconnection point to which the Offer refers,

10.7.7.3   Capacity product for which the Offer is being made,

10.7.7.4   the quantity of the Capacity for the given value of the Auction Premium for each of the bidding rounds presented by the TSO during the course of the Auction.

10.7.8   The Offer shall be considered binding if it meets all the requirements of point 10.7.7.

10.7.9   In order to be eligible to participate in the next rounds of bidding (R_n) the Offer must be made in the first round of bidding (R_1).

10.7.10   In order to be eligible to participate in the bidding round (R_n) the Offer must be submitted in the bidding round (R_{n-1}), subject to point 10.7.19.

10.7.11   The binding Offer of a given Shipper, shall be the last Offer submitted by one of its Platform Users before the round of bidding closes.

10.7.12   Each Platform User participating in the Auction, may submit an Offer in the next round of the bidding for the Capacity in the amount, which is equal to or lower than the previous binding Offer of the Shipper submitted by this Platform User in the previous bidding round, subject to point 10.7.20.

10.7.13   If the amount of the Capacity resulting from the binding Offers of all the Platform Users acting on behalf of different Shippers is lower than or equal to the amount of the Capacity made available in the first round of bidding (R_1), the Auction shall be closed.

10.7.14   If the total Capacity resulting from the binding Offers of Platform Users acting on behalf of different Shippers is greater than the Capacity made available in a given round of bidding (R_n), another round of bidding (R_{n+1}) shall be opened, and the Auction Premium adopted for round R_{n+1} shall constitute of

the value of the Auction Premium from the round of bidding R_n increased by the large price step.

10.7.15   If the total Capacity resulting from the binding Offers of all the Platform Users acting on behalf of different Shippers is equal to the Capacity made available in the next round of bidding, the Auction shall be closed after that round.

10.7.16   If the total Capacity resulting from the binding Offers of all the Platform Users acting on behalf of different Shippers is lower than the quantity of the Capacity made available in the next round of bidding (R_n), the another round of bidding shall be opened (R_{n+1}). In the newly opened round of bidding, the value of the Auction Premium shall be equal to the value of the Auction Premium announced for the second to last round of bidding (R_{n-1}), increased by the small price step.

10.7.17   Subsequent rounds of bidding shall be opened in which the Auction Premium shall increase by the small price step, as long as the total demand of all the Platform Users acting on behalf of different Shippers remains higher than the Capacity made available. Once Offers have been obtained on a level that is lower or equal to the Capacity made available, the Auction shall be closed.

10.7.18   Each of the Shippers, who submitted the Offer in the last round of bidding (R_n), is under an obligation to submit the Offer in all the rounds of bidding, in which the Auction Premium will increase by a small price step. If, in the round of bidding in which the Auction Premium increases with a small step, the Offer on behalf of the Shipper will not be submitted, then the Shipper shall be presumed that he had submitted the Offer in the given round of bidding in the amount equal to the last Offer submitted by this Shipper in the given Auction.

10.7.19   Each of the Shippers, who submitted the Offer in the second to last round of bidding (R_{n-1}) and did not submit an Offer in the last round of bidding (R_n), may submit the Offer in all the rounds of bidding, in which the Auction Premium will increase by a small price step.

10.7.20   Each of the Platform Users acting on behalf of different Shippers can submit the Offer in the first round of the bidding with a small price step, requesting a Capacity equal to or higher than that offered by the Platform User acting on behalf of Shipper in the bidding round that triggered the need to apply the procedure described in point 10.7.16 (R_n). At the same time, this Offer must equal or be lower than the quantity offered in the earlier round of bidding with a large price step (R_{n-1}).

10.7.21   In subsequent bidding rounds with a small price step, the Platform Users acting on behalf of different Shippers may apply for Capacity in a quantity equal to or lower than that offered thereby in the previous round of bidding with a small price step.

10.7.22   The Offer submitted in the subsequent bidding rounds with a small price step, shall at the same time be equal or higher than that offered by the Platform User acting on behalf of the Shipper in the bidding round that triggered the need to apply the procedure described in point 10.7.16 (R_n).

The Shippers, on whose behalf the Offers, in the bidding round that triggered the need to apply the procedure described in point 10.7.16 (R_n), were not submitted, the Offer submitted in the subsequent bidding rounds with a small price step shall not be lower than „1".

10.7.23   If the total Capacity resulting from the binding Offers of all the Platform Users acting on behalf of different Shippers in the bidding round with the fourth (4) small price step, is greater than the Capacity made available, the Auction shall be closed. The value of the Settlement Price being in force in the bidding round that triggered the need to apply the procedure described in point 10.7.16 shall be deemed as binding. The Offers submitted in the bidding round, that triggered the need to apply the procedure described in point 10.7.16 shall be deemed as successful.

10.8   The uniform price Auction algorithm.

10.8.1   In a uniform price Auction, there is a single bidding round in which the Platform Users acting on behalf of various Shippers, submit the Offers concerning the price as well as amount of the Capacity.

10.8.2   During the bidding round of a given Auction, the Shipper, acting through its Platform Users, may submit up to 10 Offers. Each Offer shall be treated independently from each other.

10.8.3   In the Offer the Platform User shall specify:

10.8.3.1   identity of the Shipper,

10.8.3.2   the concerned Entry/Exit point or Interconnection Point,

10.8.3.3   the Capacity product for which the Offer is submitted,

10.8.3.4   the amount of the Capacity covered by the Offer,

10.8.3.5   the minimum amount of Capacity for the respective Capacity product which the Shipper is willing to be allocated in case when according to the relevant Auction algorithm the Shipper is not allocated the amount requested in accordance with 10.8.3.4,

10.8.3.6   the price, which the Shipper is willing to pay in respect of the Capacity applied for, presented in the form described by the TSO making Capacity available in the Auction. Offers with a price below the Reserve Price shall not be accepted.

10.8.4   The Offer shall be deemed as binding, if it fulfills all conditions described in point. 10.8.3.

10.8.5   The Offer may be freely submitted, changed and withdrawn during bidding round, if it complies with point 10.8.3. The Offers is deemed as binding until the moment of its modification or removal. After closure of the bidding round, submitted Offers may not be changed or withdrawn.

10.8.6   The Reserve Price shall be determined by the TSO making Capacity available in the Auction.

10.8.7   After closure of the bidding round all Offers concerning the given product shall be ranked according to their Offer price, wherein the highest price ranks at the highest place in the price ranking of the Offers.

10.8.8   All submitted Offers at the closure of the bidding round shall be treated as binding for Platform Users acting on behalf of various Shippers, for which Capacity shall be allocated in the amount corresponding at least to the amount expressed in the point 10.8.3.5.

10.8.9   After completion of activities referred to in point 10.8.7, the Capacity is allocated on the basis of the Offers, starting from the Offers with the highest place in the price ranking of the Offers. All Offers, on the basis of which the Capacity was allocated in the given Auction shall be recognized as successful. After allocation of the Capacity, the remaining Capacity is reduced by the amount allocated under this point.

10.8.10   After the procedure, referred to in point 10.8.9, was applied, if the amount of Capacity resulting from subsequent Offer exceeds the remaining unallocated amount of Capacity (Capacity remaining after allocation on the basis of the Offers ranked higher in the price ranking of the Offers, submitted by the Platform Users acting on behalf of different Shippers), a given Shipper shall obtain under a given Offer allocation of Capacity in the amount equal to the remaining unallocated amount of the Capacity.

10.8.11   After the procedure, referred to in point 10.8.10, was applied, when there are at least two Offers with the same price, and the amount of the remaining Capacity, which the Shippers request on the basis of the Offers exceeds the remaining unallocated amount of the Capacity, the Capacity shall be allocated to those Shippers proportionally to the amount, which was indicated in the Offer by Platform Users acting on their behalf.

10.8.12   If the amount of the Capacity, which shall be allocated to Shipper under the given Offer as a result of application of the provisions of point 10.8.9 - 10.8.11 is lower than minimum amount of the Capacity referred to in point 10.8.3.5, this Offer or Offers are rejected as ineffective. In such case the procedures described in points from 10.8.9 - 10.8.11 shall be repeated with the next Offer in the price ranking of the Offers.

10.8.13   When, as a result of the Capacity allocation made in accordance with points 10.8.9 - 10.8.12, all Capacity which was made available by the TSO was allocated in the given Auction, the remaining Offers submitted in the Auction shall be deemed as ineffective.

10.8.14   When in the Auction of a given product, an amount of the Capacity resulting from submitted Offers exceeds the available Capacity, the price from the last (lowest) Offer for which the Capacity was allocated in a given Auction shall be perceived as a Settlement Price. In all other cases, the Settlement Price shall be equal to the Reserve Price.

10.8.15   The Offers submitted in the Auction of the daily Capacity products, which in accordance with point 10.8.12 were rejected, shall be automatically submitted on behalf of the given Shipper in respective Auctions of the within-day

Capacity products. Before the bidding round in the Auction of within-day Capacity product is closed, such Offer or Offers may be withdrawn.

10.9 After each completed Auction, immediately, or within the time limits specified in the Network Code CAM at the latest, the result thereof, including the sum of Capacities resulting from the successful Offers submitted under a given Auction and a Settlement Price of the given Auction shall be published on the GSA. In addition, all bidders that have submitted successful Offers under a given Auction shall be immediately notified electronically via GSA that their Offer has been accepted.

10.10 Pending Auctions may be terminated if the GSA availability is limited in accordance with § 22 or Capacity offered under the Auction by TSO is withdrawn. The GSA Operator shall immediately notify the Shipper of the termination of the Auction electronically via GSA. If the Auction is repeated in the future, the information about such an Auction shall be published in GSA in due advance.

§ 11 Reversed uniform price Auction

11.1 When the TSO acting in accordance with point 2 section 2.2 Annex I to the Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005, applies the over-subscription and buy-back of Capacity mechanism, the Shippers may participate in the Reversed uniform price Auction.

11.2 Reversed uniform price Auction shall be conducted in accordance with the algorithm described in point 10.8, subject to the following differences:

11.2.1 in the Auction the Shipper may participate, who owns firm Capacity in the point, which Capacity is concerned by the Auction;

11.2.2 information about the commencement of the Auction shall be published on the GSA thirty (30) minutes before the Auction at the latest;

11.2.3 the Auction shall cover only one bidding round lasting thirty (30) minutes;

11.2.4 in the Offer the Platform User shall indicate:

11.2.4.1 identity of the Shipper,

11.2.4.2 the concerned Entry/Exit Point or Interconnection Point,

11.2.4.3 the amount of the Capacity covered by the Offer, not higher than the amount of firm Capacity to which the Shipper is entitled in the scope used in the confirmed nomination, in the period covered by the Auction;

11.2.4.4 the price of the Capacity covered by the Offer.

11.2.5 The Offer shall be deemed as a binding, if it fulfils all conditions described in point 11.2.4.

11.2.6 The Offer may be freely submitted, changed and withdrawn during the bidding round, if it is in accordance with point 11.2.4. The Offers is deemed binding

until the moment of its modification or removal. After closure of the bidding round, the submitted offers may not be changed or withdrawn.

11.2.7   After closure of the bidding round, all Offers submitted in the given Auction shall be ranked according to their price, where the lowest price is ranked at the highest place in the price ranking of the Offers.

11.2.8   The result of the Auction shall be published on the GSA within thirty (30) minutes from its completion. Moreover the participants, who submitted the successful Offers in the given Auction, shall be immediately informed electronically via GSA, that their Offers were accepted.

§ 12   Surrender of Capacity

12.1   If the TNC or other equivalent document of the TSO indicates, that the given TSO allows for surrender of Capacity via the GSA, the Shipper may submit request for surrender of Capacity via the GSA.

12.2   The request for surrender of Capacity shall specify:

12.2.1   identity of the Shipper,

12.2.2   EIC Code of the Shipper and /or additional identification code if required by the competent TSO,

12.2.3   information about transmission contract concerning Capacity which the Shipper surrenders,

12.2.4   identification of Entry/Exit point or Interconnection point,

12.2.5   designation of the TSO, in which transmission system that point is situated,

12.2.6   the surrendered Capacity product,

12.2.7   surrendered amount of Capacity,

12.2.8   indication, whether surrender concerns bundled Capacity,

12.2.9   designation of the products, under which the Shipper does not want that the surrendered Capacity could be made available by the TSO again.

12.3   The request for surrender of Capacity may be withdrawn in whole or in part prior to the publication of information about the Auction in accordance with point 10.3, under which the Capacity covered by the request is to be made available again to other Shippers.

12.4   The request for surrender of Capacity and information about withdrawal of the request shall be immediately sent via the GSA to the competent TSO, which shall verify it. The TSO, acting in accordance with its TNC or other relevant document, shall approve or reject the request.

§ 13   Auction of competing Capacity.

13.1   Capacities made available in several Interconnection points may compete with each other („competing Capacity") for the available Capacity of the zone determined by the TSOs making given Capacity available. If the TNC or other equivalent document of the TSO stipulates, that the given TSO shall make competing Capacity available, then Auctions, in which the competing Capacity is made available are interdependent ("competing Auctions"), i.e. that the total amount of the Capacity allocated in given Auctions may not exceed the amount of the Capacity made available for given zone.

13.2   Competing Auctions shall be conducted in accordance with algorithm of competing Auction, determined by all TSOs offering the given competing Capacity, in agreement with the GSA Operator. A detailed description of the algorithm used by the TSOs shall be published on the GSA.

III   CAPACITY RESALE ON THE SECONDARY MARKET

§ 14   Offer of Capacity resale on the secondary market.

14.1   The Shipper („Seller") may submit an offer concerning the Capacity resale on the secondary market, which may be accepted by other Shipper ("Buyer").

14.2   The opportunity to participate in the secondary market, i.e. submission and acceptance of offers on the secondary market, requires approval by the competent TSO in accordance with section 6.5.

14.3   The following types of offers concerning Capacity resale on the secondary market are distinguished:

14.3.1   OTC offer – an offer, which may be accepted only by a Buyer indicated by the Seller, wherein Buyer cannot modify the offer;

14.3.2   FCFS offer – an offer, which may be accepted by any Buyer, wherein Buyer cannot modify the offer;

14.3.3   Call for orders – call for submission of offers under specific parameters, on the basis of which Buyers determined by the Seller shall submit offers of Capacity acquisition, indicating the amount and price of Capacity.

14.4   In the offer Seller should specify, at least:

14.4.1   type of the offer (OTC/FCFS/Call for orders),

14.4.2   the concerned Entry/Exit point or Interconnection point,

14.4.3   the amount of the Capacity,

14.4.4   Capacity product,

14.4.5   type of the Capacity,

14.4.6   proper TSO/TSOs, when the offer concerns bundled Capacity.

14.5　The Seller may indicate in the offer any Capacity product, i.e.: yearly, quarterly, monthly or day-ahead product, subject to the fact, that the offered product cannot exceed the parameters of the Capacity (amount, duration) to which the Shipper is entitled.

14.6　Offers shall be submitted in the whole units (natural numbers).

14.7　Minimal amount of the Capacity, for which an offer may be submitted is 1 (one) unit.

§ 15　Acceptance of offers of the Capacity resale on the secondary market.

15.1　The OTC and FCFS offers are are accepted upon approval of the Seller's offer by the Buyer.

15.2　In case of Call for orders, Buyer shall have a right to submit an offer different than the Seller's offer in the scope of the amount and price of Capacity as well as choose type of product (yearly, quarterly or monthly) in accordance with the requirements of offer given by Seller. The Seller approves selected offers from the offers submitted by the selected Buyers.

§ 16　Capacity Transfer

16.1　After the offer was accepted by the Buyer, and in case of Call for orders, after the offer was accepted by the Seller, the GSA Operator shall inform the competent TSO/TSOs about the transaction of Capacity resale between Seller and Buyer.

16.2　Competent TSO/TSOs shall approve or reject the transaction of Capacity resale within the period determined in accordance with the TNC or other equivalent document of a given TSO. A lack of information about approval of transaction shall be deemed as a rejection of the transaction by the TSO. Competent TSO/ TSOs may reject the transaction particularly when the Seller is not entitled to the Capacity. The TSO may stipulate in the TNC other conditions for rejecting the transaction of the Capacity resale on the secondary market.

16.3　Transfer of the Capacity from the Seller to the Buyer shall take place upon the acceptance of the resale transaction by the competent TSO/TSOs. Competent TSO/TSOs may set forth in the TNC or other equivalent document additional conditions, which fulfillment is necessary for a transfer of Capacity between the parties of the transaction.

16.4　If the Capacity resale transaction is rejected by the competent TSO/TSOs, this transaction shall be deemed as non-concluded.

IV　OTHERS FUNCTIONALITIES AVAILABLE ON THE GSA PLATFORM

§ 17   Currency of the Auction

17.1   Currency relevant for a given Auction is determined by the TSO in the TNC or other equivalent document.

17.2   The TSO may specify, that data of a given Auction, i.e.: Reserve Price, value of large and small price steps and Settlement Price, during the Auction shall be provided in other currency, than relevant for a given Auction, for information purposes. In that case, the data shall be calculated in accordance with an average exchange rate of the relevant currency as determined by the European Central Bank in the Working day preceding the publication of information about the Auction on the GSA, unless the TSO indicates otherwise.

§ 18   Automatic submission of the Offers

18.1   In the ascending clock Auctions, the Platform User acting on behalf of the Shipper may use a function of Automatic submission of the Offers, which enables automatic submission of the Offer on the GSA in accordance with a previous order of the Shipper.

18.2   The Offers submitted by the Automatic submission of the Offers shall be deemed as submitted by the Platform User acting on behalf of the Shipper.

§ 19   Financial credibility of the Shipper

19.1   When this is a requirement of the TSO making the Capacity available in the Auction, submission of the binding Offer in the Auction may depend on Shipper's financial credibility, determined according to the rules laid down by the respective TSO, in particular on the basis of the submitted financial securities.

19.2   The Offer which exceeds Shipper's financial credibility, determined in accordance with point 19.1, shall be rejected, about what the Shipper shall be immediately informed via the GSA.

§ 20   Exchange of interruptible Capacity into firm

20.1   If the TNC or other equivalent document of the TSO offering Capacity in the given Auction allows, a Shipper entitled to interruptible Capacity, together with the Offer submitted in the ascending clock Auction or uniform price Auction, may, via the GSA, submit an application to the TSO for exchange of the interruptible Capacity into firm, within the scope covered by the given Offer.

20.2   If as a result of the Auction, the Capacity shall be allocated to the given Shipper, his application shall be accepted, unless the TNC or equivalent document of the TSO offering Capacity in the given Auction provides otherwise.

V   OTHER PROVISONS

§ 21 Obligations of the Shipper in relation to the use of GSA

21.1 The Shipper and relevant Platform Users shall act carefully and reasonably and avoid activities that may directly and/or indirectly cause damage or reduction of GSA effectiveness or efficiency, in particular shall undertake any actions which will aim to protect the GSA from an attack, including, without limitation, spams, viruses, violent coercion, Trojan horses, service refusal attacks, ping of death attacks, sniffing and spoofing, and glossary attacks.

21.2 Notwithstanding the provisions of point 10.6, the Shipper and its Platform Users shall not interfere in the Auction, for example, by using the second account or a third party or by outbidding themselves. The Shipper and its Platform Users shall not manipulate with Auctions by ghost bidding (i.e. by using sniper tools), using partners to outbid the price or playing several roles within one Auction.

21.3 Should the above rules be violated, § 26- § 27shall apply.

21.4 The Shipper shall cooperate with the GSA Operator as necessary to provide accurate Services and, in particular, notify the GSA Operator by email of the discovery of any irregularities in GSA operation or of a threat of situations referred to in 21.1 or 21.2.

21.5 All actions taken by the Shipper and its Platform Users in GSA or towards the GSA shall comply with these Rules, applicable legal regulations and good habits.

§ 22 GSA availability

22.1 The right to use GSA and GSA functions shall exist only within the existing technological state and GSA technological availability, including the combined TSO systems. The GSA Operator may limit or eliminate the right to use GSA on a temporary basis if it is necessary to guarantee server safety and integrity or take up technical measures to improve or maintain services. The GSA Operator shall notify the Shippers with appropriate advance about the planned exclusion or limitation availability of the GSA caused by works aimed at improving or maintaining services.

22.2 The right to use GSA may be temporarily limited or excluded in case of unexpected disturbances or technical difficulties, like, in particular, power supply failure or hardware or system errors. The GSA Operator shall notify Shippers that are affected by the above and immediately take all economically reasonable actions to remove disturbances or technical difficulties and recover GSA accessibility as soon as possible. This shall be without prejudice to § 29.

22.3 Upon a written request submitted by the TSO making available his capacity in the Auction or upon a demand issued by a relevant authority, the GSA Operator may stop or cancel the given Auction. The GSA Operator shall notify Shippers that are affected by the above.

22.4 Should the right to use GSA be limited or eliminated in accordance with point 22.2 or 22.3 above, all pending procedures may be interrupted or cancelled. The

procedures which were interrupted or cancelled due to the circumstances defined in point 22.2 or 22.3 as far as possible shall be resumed or repeated later, provided that the Capacity product, which was covered by the interrupted or cancelled procedure, has not yet started. If a procedure is resumed or repeated, the Shipper shall be notified thereof electronically via GSA in due advance.

§ 23   GSA security

23.1   The Platform User must not use accounts of other Platform Users and make its accounts available to other persons.

23.2   The Shipper shall guarantee that:

23.2.1   the Platform User name and password to the GSA account are not given or made available to and are protected against unauthorized use by third persons;

23.2.2   one password and one Platform User name are assigned only to one Platform User, and

23.2.3   a computer or a workstation is not left unattended or without control after the Platform User logs in GSA.

23.3   The Shipper shall immediately notify the GSA Operator of any reasonable suspicion that a password and a Platform User login have been made available to an unauthorized third person.

§ 24   Term and termination of the Agreement for the use of the GSA

24.1   The Agreement for the use of the GSA shall be executed for an indefinite time.

24.2   Notwithstanding the provisions of point 4.6, the Shipper shall have the right to terminate the Agreement for the use of the GSA forthwith any time.

24.3   A termination notice shall be submitted in writing. Otherwise, it shall be deemed to be invalid.

24.4   The GSA Operator may terminate the Agreement for the use of the GSA only in circumstances specified in point 24.5, § 7 and § 27.

24.5   The moment all accounts of the Platform Users of a given Shipper are deleted, the Agreement for the use of the GSA shall be deemed to be terminated with immediate effect.

24.6   The termination shall be without prejudice to binding Offers that have been sufficiently submitted by the Shipper before the termination of the Agreement for the use of the GSA.

§ 25   Deactivation of the Platform User's account by the GSA Operator

25.1   If there is any evidence or basis to believe that the Platform User has violated these Rules, the GSA Operator may deactivate the Platform User's account. In

such an event, the GSA Operator shall take into account interests of all other Platform Users, a relevant Shipper and all other Shippers.

25.2   The deactivation of an account of the Platform User means that such Platform User is no longer entitled to take any actions on the GSA.

25.3   The account shall be deactivated forthwith.

25.4   The GSA Operator shall immediately electronically notify the Platform User, the Shipper of this Platform User and TSO to which the Shipper has been admitted of the deactivation of a given Platform User's account.

25.5   In the event the Platform User's account is deactivated, the Platform User may not register with GSA or use another account in the meantime.

25.6   The GSA Operator shall reactivate the Platform User if the Shipper submits a written statement to the GSA Operator, that internal procedures that ensure that the Platform User will obey these Rules have been implemented.

25.7   If the same Platform User's account is deactivated again, the GSA Operator shall have the right to deactivate the Platform User's account on a permanent basis (liquidate the Platform User's account).

§ 26   Deactivation of the Shipper by the GSA Operator

26.1   Each TSO is obliged to verify on a constant basis, that each of the Shippers and/or Platform Users approved by this TSO, complies with all the requirements of this TSO for buying the Capacity on the GSA established in its TNC or other relevant documents, notified to the Shipper and/or Platform User according to point 6.1.

26.2   If the TSO finds that a Shipper and/or Platform User no longer fulfils all of the necessary requirements according to point 26.1, the TSO shall inform the GSA Operator about withdrawing the approval for a given Shipper and/or Platform User. The TSO will be entitled to deactivate such Shipper and/or Platform User himself or submit a written request to the GSA Operator to deactivate the given Shipper and/or Platform User.

26.3   The GSA Operator shall have the right to deactivate the Shipper and/or Platform User immediately with regard to any relevant TSO only if the approval of a given Shipper and/or Platform User is withdrawn by a relevant TSO that has approved a given Shipper and/or Platform User in accordance with § 6.

26.4   The deactivation shall come into force forthwith. The GSA Operator shall electronically notify the Shipper thereof.

26.5   The GSA Operator shall notify a relevant TSO of a completed Shipper deactivation in order to enable the TSO to fulfil its information obligations towards competent authorities.

26.6 For a repeated approval of a given Shipper and/or Platform User by a given TSO, it is necessary to repeat the procedure described in § 6.

§ 27   Termination of the Agreement for the use of the GSA by the GSA Operator

27.1 The GSA Operator may terminate the Agreement for the use of the GSA forthwith if:

27.1.1   the Shipper does not comply with these Rules;

27.1.2   the Shipper threatens accurate GSA operation.

27.2 The GSA Operator shall notify the Shipper electronically via GSA any violation of the Rules and an obligation to repair such violation or obey the Rules. The notice shall specify:

27.2.1   the violation of the Rules, and

27.2.2   necessary actions that the Shipper should take up, and

27.2.3   the period of at least fourteen (14) calendar days of the notice receipt during which the above actions must be carried out.

27.3 The Shipper shall have the right to explain reasons for notification and, for such a purpose, request by email that the GSA Operator holds a meeting. The meeting shall be attended by a relevant TSO.

27.4 Subject to arrangements made at the meeting, if the Shipper fails to take up suggested actions to repair the situation within the defined period, the GSA Operator shall terminate the Agreement for the use of the GSA. A decision to terminate the Agreement for the use of the GSA shall be made within seven (7) to fourteen (14) calendar days of the end of the period defined in the notice. The GSA Operator shall notify the Shipper of its decision by registered mail with reverse receipt requested. Having submitted the termination notice, the GSA Operator shall liquidate the Shipper's profile and accounts of its Platform Users.

27.5 The notice of the termination of the Agreement for the use of the GSA shall define reasons for termination.

27.6 The GSA Operator shall notify a relevant TSO/TSO's by registered mail with reverse receipt requested of the termination of the Agreement for the use of the GSA with the Shipper to enable TSO/TSO's to fulfil its information obligations towards competent authorities, under the provisions of binding legal regulations. The correspondence shall be supplemented with the copy of the notices delivered to the Shipper.

27.7 The GSA Operator reserves the right to terminate the Agreement for the use of the GSA with a three-month notice which will come into force as of the end of a month in which the termination notice is submitted.

27.8 The GSA Operator shall have the right to terminate the Agreement for the use of the GSA in accordance with point 27.7:

27.8.1 in the event a Shipper's bankruptcy, liquidation or dissolution is filed;

27.8.2 after having received a decision of a competent authority that the Shipper has misused or committed a fraud in relation to the allocation of Capacities at one of Entry/Exit Points or Interconnection Points, including a request to exclude the Shipper from GSA; or

27.8.3 in the event these Rules are grossly violated.

27.9 The Shipper shall lose the right to use GSA as of the termination comes into force. Thereafter, the GSA Operator shall liquidate the Shipper's profile and accounts of all its Platform Users.

27.10 The GSA Operator shall notify a relevant TSO/TSO's by registered mail reverse receipt requested of the termination of the Agreement for the use of the GSA with the Shipper in order to enable TSO to fulfil its information obligations towards competent authorities, under the provisions of binding legal regulations. The correspondence shall be supplemented with the copy of the notices delivered to the Shipper.

§ 28 Complaints

28.1 The Shipper may complain if Services provided under GSA are not performed in accordance with these Rules.

28.2 The complaint may be submitted electronically in a contact form or in writing to the registered office of the GSA Operator. The complaint shall include the Shipper's data and the description of reservations.

28.3 The GSA Operator shall review the complaint within 14 (fourteen) Business Days of the receipt thereof. The GSA Operator may, however, refuse to review the complaint that is submitted after 90 (ninety) Business Days of the occurrence of reasons thereof.

28.4 The response to the complaint shall be sent to the email address assigned to the Shipper's account.

§ 29 Liability and warranty

29.1 The GSA Operator shall make the GSA available in accordance with the terms described in the Rules. The GSA Operator shall be liable neither for the behaviour of Shippers, Platform Users and ISO's under GSA nor for consequences of their actions that do not comply herewith. The GSA Operator shall not be, in particular, liable for the truth and reliability of information given via GSA by Shippers, Platform Users and ISO's, ISO's ability to provide Capacities via GSA, and the solvency of Platform Users that order Capacities under Auctions. The GSA Operator shall not be liable for executing and performing transmission agreements between ISO and the Shipper to the extent of Capacities ordered and, in particular, for any failure to execute a transmission agreement with the Shipper in spite of the submission of the binding Offer under the Auction.

29.2   The liability of the GSA Operator for non-performance or improper performance of the Agreement for the use of the GSA shall be limited to the foreseeable direct loss suffered due to the breach of essential duties of the GSA Operator.

29.3   The parties to the Agreement for the use of the GSA shall be liable for any damage caused to a third person, damage to a person and body injuries in accordance with the general terms and conditions of the Civil Code.

29.4   In accordance with the rules described in § 29, the parties to the Agreement for the use of the GSA shall be liable for damages arising from non-fulfilment or inadequate fulfilment of obligations hereunder by representatives of a given party.

§ 30   Force Majeure

30.1   Force Majeure shall mean any event that results from circumstances being beyond the control of the parties and not caused through their fault, which may not be foreseen or avoided (or avoided on time) with due diligence and the use of technologically and economically reasonable measures, which prevents, temporarily or permanently, the fulfilment of contractual obligations. Such events shall include in particular: natural calamities, terrorist attacks, power supply or communication breaks, lawful strikes and legal regulations or actions ordered by institutions, government agencies or courts (whether legal or not).

30.2   In the event of Force Majeure, a party invoking Force Majeure shall be exempted from its obligations affected by Force Majeure during the whole term thereof. In such an event, the other party shall be exempted from its contractual obligations as long as the party affected by Force Majeure is not able to fulfil its contractual obligations.

30.3   The party affected by Force Majeure shall immediately notify the other party of the reason and expected duration of Force Majeure. The party affected by Force Majeure shall use all efforts with the use of all technologically and economically reasonable measures to resume its contractual obligations as soon as possible.

30.4   If to fulfil its contractual obligations, either party uses a third person and such a third person is exposed to a Force Majeure event or another situation referred to in 30.1, such an event shall be deemed to be Force Majeure affecting the party.

§ 31   Use of data by the GSA Operator

31.1   The GSA Operator may collect, store, use and process the personal data of Shippers and their Platform Users, within the meaning of the Law of 29.08.1997 on the Protection of Personal Data (Journal of Laws of 2002 No. 101, item. 926, as amended) for activities related to the conclusion and performance of the Agreement for the use of the GSA and to ensure that obligations thereunder are fulfilled correctly. Furthermore, the GSA Operator shall provide relevant TSO's with information required to make Capacities available via GSA and to conclude transmission agreement as a result of the Auctions. The data of the Shippers and their Platform Users may be made available to the entities authorized to receive

them under the binding provisions of Polish and European law, including the relevant judicial authorities.

31.2   The GSA Operator shall have only the right to publish on the GSA the data generated by the Shippers or their Platform Users via GSA in the aggregated and anonymous form.

31.3   Subject to anonymity regulations, the GSA Operator may disclose the data of the Shipper and its Platform Users via GSA to the relevant TSO provided that the disclosure of such data is necessary according to the Rules, in particular during the Registration or Activation process, for the deactivation of the Shipper or a Platform User, to describe the right to Capacity made available by TSO via GSA or Capacity purchased by a given Shipper as a result of the Auction.

31.4   Each Shipper and Platform User have the right to access their personal data and correct or modify them on the basis of § 7 of the Rules, and the right to control the processing of their personal data according to the provisions of the Law of 29.08.1997 on the Protection of Personal Data (Journal of Laws of 2002 No. 101, item. 926, as amended).

31.5   If the account of a Platform User is deleted or the Agreement for the use of the GSA is invalidated or terminated, the GSA Operator shall immediately delete the data of a given Shipper and/or Platform User/-s. If it is not possible to delete such data because of a legal data storage obligation, the data shall be stored to the end of the lawful data storage period.

§ 32   Confidentiality

32.1   Without prejudice to § 31, the parties to the Agreement for the use of the GSA agree to treat as confidential, subject to 32.3, all information received thereunder and in connection with the use of GSA (hereinafter referred to as "Confidential Information") and not to disclose such information to third persons unless relevant parties to the Agreement for the use of the GSA have given their prior written consent to such disclosure. Any information already known to the parties to the Agreement for the use of the GSA that receive such information shall not be deemed to be confidential as of their acquisition.

32.2   The parties to the Agreement for the use of the GSA shall use Confidential Information exclusively for the purpose of the Agreement for the use of the GSA.

32.3   The parties to the Agreement for the use of the GSA shall have the right to disclose Confidential Information received from the other party without the other party's prior written notice in the following circumstances:

32.3.1   to their related entities within the meaning of Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits annual accounts and consolidated accounts, provided that such disclosure is required by the disclosing party to accurately fulfil its obligations under the Agreement for the use of the GSA; in such an event, the disclosing party

shall ensure that its related entities will treat any information received as confidential;

32.3.2 to their representatives, advisers, banks and insurance agencies if necessary to duly perform agreements and provided that such persons, companies or agencies have undertaken to treat any information received as confidential or are obliged by law to keep it confidential on the basis of their profession;

32.3.3 and/or third person to the extent to which Confidential Information:

32.3.3.1 is already publicly available or has been made available to the public in a way that is not affected by actions carried out by receiving parties to the Agreement for the use of the GSA; or

32.3.3.2 must be disclosed by TSO and/or parties to the Agreement for the use of the GSA by law or on the basis of a regulator's inquiry. In such an event, the parties to the Agreement for the use of the GSA which disclose the information shall immediately notify the other parties.

32.4 The confidentiality obligations expire five (5) years of the termination of the Agreement for the use of the GSA.

32.5 This shall be without prejudice to Art. 16 of the Directive 2009/73/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in natural gas and national regulations enforced thereunder.

§ 33 Amendments to the Agreement for the use of the GSA

33.1 The GSA Operator reserves the right to expand the scope and content of the Agreement for the use of the GSA in particular:

33.1.1 if it is necessary to fulfil the requirements of applicable regulations and/or lawful decisions or orders issued by courts or national or international authorities (e.g. decisions of a competent regulator),

33.1.2 due to the development of the GSA and new technical requirements,

33.1.3 due to operational needs of the GSA.

33.2 The Shippers shall be immediately informed electronically via GSA about all consolidated modifications or amendments. If the Shipper does not accept amendments to the Agreement for the use of the GSA, it may terminate the Agreement for the use of the GSA in accordance with point 24.2 hereof. Such termination shall be without prejudice to binding Offers that have been submitted by the Shipper before the termination of the Agreement for the use of the GSA.

§ 34 Jurisdiction and governing law

34.1 The Agreement for the use of the GSA shall be governed by the Polish law, including, in particular, the Civil Code and the electronic service provision act of 18 July 2002 (Journal of Laws No. 2013.1422).

34.2   All disputes arising from or connected with the Agreement for the use of the GSA shall be resolved by the court of general jurisdiction for GAZ-SYSTEM S.A.

§ 35   Language and severability

35.1   Only and exclusively the Polish version of these Rules shall be in force. Any other language versions are prepared only for information. In the case of discrepancies between language versions of the Rules, the Polish version shall prevail.

35.2   If any of provisions hereof is or becomes ineffective or unenforceable, this shall be without prejudice to the remaining part of the Rules. If any of provisions is found invalid or unenforceable, such an invalid or unenforceable provision shall be replaced with a valid and enforceable regulation that reflects the economic intention of the original provision to the biggest extent. The same shall apply to all gaps found herein.