

Service Agreement for the provision of Urgent Market Messages (UMM) publication on Gas Inside Information Platform

entered into on in Warsaw by and between:

Gas Transmission Operator GAZ-SYSTEM S.A. with its registered office in Warsaw, address: Mszczonowska street No. 4, 02-337 Warsaw, entered in the Register of Entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Department of the National Court Register under KRS number 0000264771, NIP: 527-243-20-41, share capital: PLN 3 771 990 842, paid-up in full, represented by:

1.

2.

hereinafter referred to as the "**Operator**"

and:

..... with registered office in, address:
..... entered in by
..... in No., NIP:
..... represented by:

1.

2.

hereinafter referred to as the "**Client**", collectively referred to as the "**Parties**" and separately as "**Party**", as follows:

Preamble

The Platform is a publicly available website for wholesale energy market participants, dedicated to the publication of Urgent Market Messages, in accordance with the requirements of Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency. The Operator of the Platform is Gas Transmission Operator GAZ-SYSTEM S.A. with its office in Warsaw, at Mszczonowska street No. 4.

Definitions:

Account – a personalised website for each User for the purposes of the publication and update of Messages.

ACER – Agency for Cooperation of Energy Regulators - an EU agency based in Ljubljana, established by Regulation 713/2009 of the European Parliament and of the Council of 13 July 2009.

Administrator – a person acting under the authority of the Operator, responsible for the technical operation of the Platform, including granting rights to Users.

Agreement – an agreement for the provision of Message publication service on the Platform.

Application – an application submitted by a Market Participant for access to the Platform.

Client – a Market Participant that has been given, under the Agreement, the possibility of publishing Messages on GIIP.

Form – a form used to enter the content of a Message to be published on the Platform, placed in the User Account and available after logging in.

Inside Information – information which is subject to publication under Article 4(1) of the REMIT Regulation.

Market Participant – participant of the wholesale energy market in accordance with the definition of Article 2(7) REMIT.

Message, Urgent Market Message – Inside Information published on the Platform.

Operator – Gas Transmission Operator GAZ-SYSTEM S.A.

Platform – Gas Inside Information Platform run by the Operator for the publication of Urgent Market Messages, in accordance with ACER's requirements.

Recipient – any person who enters the Platform's website and reads the content of Messages.

REMIT, REMIT Regulation - Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency.

REMIT Implementing Regulation - Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency.

Service – the service of publication of Messages on the Platform.

Terms and Conditions of the Platform - the terms and conditions of the Platform published on the Platform's website.

User – a Client's representative indicated in the Agreement, authorized to publish Messages on behalf of the Client, for which an individual login and password has been assigned by the Platform Administrator.

Webservice – the service of publication of Messages on the Platform, involving automatic import of the data from the Client's IT systems. Detailed technical requirements and description of the service shall be provided by the Operator at the Client's request.

§ 1

Subject matter of the Agreement

1. Subject matter of the Agreement is the provision of the service of publishing Urgent Market Messages on Gas Inside Information Platform (GIIP).
2. The Service is provided by the Operator in accordance with the provisions of:
 - REMIT Regulation,
 - REMIT Implementing Regulations,ACER requirements and guidelines in:
 - Guidance on REMIT,
 - Manual of Procedures on data reporting (MoP),

- REMIT Guidance on the implementation of web feeds for Inside Information Platforms,
and provisions of Polish law, including the Energy Law.
3. Providing the service, the Operator undertakes to publish Client's Urgent Market Messages on an ongoing basis, including their publication via an RSS channel.
 4. This Agreement was drafted following a successful Application, which, according to the Terms and Conditions of the Platform, the Client submitted to the Operator.
 5. Under the Agreement, and for the duration of its term, the Operator shall make available personalised Accounts to the Client's representatives indicated in § 10 sec. 1 and Users and, at the request of the Client, the Webservice, for posting Urgent Market Messages on the Platform.
 6. The number of Messages published by the Client is not limited.

§ 2

Operator's duties

1. The Operator shall make the Platform available to the Client for the publication of Urgent Market Messages.
2. The Operator shall provide access to the Webservice and to the personalised Account, including the Message entry and publication Form, to Users indicated in a successful Application of the Client.
3. The Operator ensures that the Platform follows ACER's requirements for the publication of Urgent Market Messages.
4. The Operator undertakes and reserves the right to update and adapt the Platform continuously and on an ongoing basis, including the Webservice, to the changing legislation and ACER guidelines, if these clearly impose new requirements for the publication of Urgent Market Messages.
5. Operator undertakes to secure technical assistance for the Client, available 24 hours a day, 365 days a year at the following email address: service@giip.pl.
6. The Operator ensures an automatic tool for verifying the correctness of data entered into the Form and via the Webservice with the "Manual of Procedures on data reporting" issued by ACER.
7. The Operator undertakes to notify Users of the date of any maintenance work preventing the reading or publication of Messages on the Platform.
8. The Operator undertakes to store and publish Messages for a period of 5 years of the date of their publication.
9. The Operator undertakes to launch the Service and submit login data to the Users within 14 days of the date of signing this Agreement by both parties.
10. The Operator shall publish on the Platform's website the instructions for entering Messages as well as the Terms and Conditions of the Platform.
11. At Client's request the Operator shall provide detailed technical requirements and description of the Webservice.
12. The Operator undertakes to launch Webservice within 14 days of the date of meeting by the Client the technical requirements referred to in sec. 11 above.

§ 3

Client's duties

1. Before signing the Agreement the Users are required to review the Terms and Conditions and the guidelines on the publication of Messages, including those referred to in § 1 sec. 2.

2. By signing this Agreement, the Client accepts the Terms and Conditions of the Platform.
3. The Client undertakes to publish the Messages of the content and within the timeframe consistent with the guidelines for the publication of Messages, including those referred to in § 1 sec. 2.
4. The Client undertakes to pay invoices for using the Platform in accordance with the payment terms indicated in the invoice.
5. The Client undertakes to notify the Operator about fulfilling the technical requirements to use the Webservice.

§ 4

Remuneration and payments

1. The Operator shall charge a monthly fee for publication of Messages on the Platform as specified in Appendix 1 to the Terms and Conditions of the Platform, posted on <https://www.gasinsideinformationplatform.pl>, tab "Documents".
2. The Service is billed monthly, covering the period between the first and the last day of the month, regardless of the day on which the Agreement became effective.
3. Invoices are issued after the end of the month in which the service was provided.
4. Invoices are payable by a bank transfer to the Operator's account number within 14 days of the issue date. The payment date is the date on which the payment is credited to the Operator's account.
5. The Operator may charge statutory interest for payments made after the due date.
6. Should the Client be default with payment versus the term indicated in the invoice, the Operator shall summon the Client for payment within the period indicated in the summons. Should the Client be default with payment versus the term indicated in the summons, the User Accounts referred to in § 10 sec. 1 and the Webservice shall be blocked.
7. The blockage will be removed upon payment of all delayed amounts by the Client, including statutory interest.
8. The Operator may change the fee referred to in sec. 1 above.
9. The Operator is required to notify the persons indicated by the Client in §12 sec. 6 via e-mail on a change in the fee referred to in sec. 8 above within 30 days before the new fee becoming effective.
10. Should the Client refuse to accept the change in fee referred to in sec. 8 above, the Client may terminate the Agreement within 14 days of being notified in accordance with sec. 9 above. Then the Agreement shall be terminated on the last day before the amended fee becomes effective.
11. The Parties declare that they have the status of a large entrepreneur as per the Act of 8 March 2013 on combating excessive delays in commercial transactions (consolidated text Journal of Laws of 2020, item 935, with subsequent amendments).
12. If the bank account referred to in sec. 4 is changed, the Operator shall immediately notify the Client of the change. This change is not an amendment to this Agreement, but in order to be effective it must be made in writing and signed by persons authorised to represent the Operator.

§ 5

Dispatch of invoices

1. The Client declares their consent to invoices, correction invoices and duplicate invoices (hereinafter collectively referred to as "invoices") being issued and submitted by the Operator in electronic form in accordance with applicable regulations, while ensuring their authenticity of origin, integrity of content and legibility.

2. The Operator will submit invoices electronically as an email attachment in the form of an PDF file protected against editing.
3. The Operator declares that invoices will be submitted from the following e-mail address: kancelaria.warszawa@gaz-system.pl
4. The Client declares that the e-mail address dedicated for receiving invoices is:
5. The invoice shall be deemed delivered on the day when the message was correctly sent from the Operator's edge devices from the address referred to in sec. 3 to the Client's address referred to in sec. 4.
6. A change of the addresses indicated in sec. 3 and 4 above shall be notified by a written notice or an e-mail to the address of the other Party indicated above and shall be effective after 3 days of the date of the notice.
7. Until effective notification of a change of e-mail address, invoices submitted to the existing address shall be deemed effectively delivered.
8. In case of formal or technical obstacles preventing the issuing or submission of electronic invoices, the invoices will be issued and forwarded in paper form, of which the Operator shall immediately notify the Client. In such circumstances any subsequent sending of an electronic invoice is excluded, unless the Parties agree otherwise.
9. Withdrawal of the consent referred to in sec. 1 may be made in writing or in the form of a scanned letter signed by persons authorised to represent the Client, submitted by e-mail to the address referred to in sec. 3.
10. Should the Client withdraw their consent referred to in sec. 1, the Operator shall lose the right to issue invoices in PDF format and to submit invoices electronically within 14 days of the date following the date on which they received the notice.
11. Invoices submitted in violation of the rules set forth in the sections above shall be deemed undelivered.
12. Written notices referred to in sec. 6 and 9 shall be addressed to the persons responsible for the payment of invoices specified in § 12 sec. 6.

§ 6

Liability

1. The sole responsibility for the content of Urgent Market Messages lies with the Client on whose behalf the Message is published.
2. The content of Messages published by the Client must not violate the provisions of the Polish law and international agreements ratified by Poland as well as good practices.
3. The Operator of the Platform may cancel a Message the content of which violates Polish law and international agreements ratified by Poland. The Operator shall immediately notify the Client of cancellation of the Message, in the manner indicated in the Agreement.
4. As of the moment of transfer of the login credentials (login and password) to the User, the User is responsible for the data and content entered from their account into the Form or via the Webservice and published on their behalf on the Platform in the form of a Message.
5. In case of the blockage referred to in § 4 sec. 6, the Client is required to publish the Message on their own.

§ 7

Confidentially

1. In order to maintain transparency and equal access to information for all Recipients, the content of Messages will be published on the Platform immediately after they are submitted for publication by the User.

2. The Operator declares that the content of the Message submitted for publication by the User will not be used for business decisions by the Platform's Operator prior to its publication on the Platform.
3. The Operator undertakes to protect the data uploaded by Users to their personalised Accounts against access by third parties.
4. The Client fulfils, on behalf of the Operator, the disclosure duty arising from Article 14 sec. 1 - 3 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 in relation to the persons declared as official contacts and the persons designated to perform the Agreement, by sharing with these persons information according to the template in Schedule No. 1 and 2 to the Agreement, respectively.
5. The Operator undertakes to share with the Client the information necessary to perform the subject of the Agreement.
6. The Client undertakes to maintain confidentiality and refrain from disclosing to third parties any information that comes into their possession due to the conclusion or performance of the Agreement (hereinafter referred to as "Protected Information") and undertakes to protect it against unauthorised disclosure, access, loss during the term of the Agreement and during the period of five years after its execution, expiry, termination or withdrawal from it by any of the Parties.
7. Protected Information may only be used by the Client for the purpose of performing the Agreement.
8. The Client's obligations referred to in sec. 6 will not apply to Protected Information:
 - a. publicly available on the date it is made available to the Client or made available to the public in a manner that is not a breach of the Agreement;
 - b. which the Client is required to disclose under generally binding legal regulations, whereby the Client is required to immediately notify the Operator of being submitted a request for disclosing the information, provided that disclosing such information is not contrary to generally binding legal regulations.
9. The Operator will not provide access in the performance of this Agreement:
 - a. to information being a business secret according to Art. 11 sec. 2 of the Act of 16 April 1993 on counteracting unfair competition (consolidated text Journal of Laws of 2020, item 1913);
 - b. to confidential information according to the Act on protection of confidential information of 5 August 2010 (consolidated text Journal of Laws 2019, item 742).
10. Protected Information may only be shared with those individuals on behalf of the Client who need it to perform the Agreement.
11. The Client is required to use their best endeavours to ensure that the provisions of this section are observed by their employees and persons acting on their behalf or in their interest, regardless of the legal basis of their relationship with the Client. The Client shall be liable for acts or omissions of those persons as for their own acts or omissions.
12. When performing the obligation specified in sec. 11 above, the Client undertakes, in particular, to train all persons who, on behalf of the Client, will be directly involved in performing the Agreement and who will have access to Protected Information on the principles of protection of Protected Information and the purpose of its disclosure.
13. In the event of, inconsistent with this Agreement, disclosure, loss or unauthorised provision of Protected Information, which was subject to the non-disclosure and protection obligation, the Client shall immediately notify the Operator and take the necessary measures, in particular, to collaborate with the Operator in order to minimise the scope of the breach and the damage resulting from the disclosure, loss or provision of Protected Information.
14. The Operator reserves the right to require the Client at any time to return the Protected Information made available by the Operator or created by the Client when performing the subject matter of this Agreement. In such circumstances, the Client undertakes to return or destroy at their own expense all materials and media containing any Protected Information

provided by or on behalf of the Operator, being in the possession of the Client or third parties who, in accordance with the provisions of this Agreement, were entitled to have the information concerned disclosed to them, and to remove Protected Information from the memory of hard disks of computers or other devices, however this does not apply to creating and archiving backup copies in IT systems, provided that the copies are properly secured. Notwithstanding the foregoing, the Client may retain copies of Protected Information for their own use in the performance of the Agreement or for defence against any future claims, provided that such copies are properly secured in accordance with the provisions of this clause.

15. In justified cases, the Operator reserves the right to verify the correctness of performance of the obligations provided for in this clause by conducting an audit at the Client's in this respect. The Operator shall notify the Client of the intention to conduct an audit at least 7 days in advance and consult the date of the audit with the Client.
16. In case of breach of confidentiality obligations, the Operator may demand from the Client to pay a penalty in the amount of PLN 1000 (one thousand PLN) for each case of breach, while the total amount of penalties may not exceed PLN 5000 (five thousand PLN). The Operator may pursue claims for damages exceeding the amount of reserved contractual penalties on general principles laid down in the Civil Code.

§ 8

Maintenance work/unavailability

1. The Operator reserves the right to carry out maintenance works on the Platform, which may result in a temporary limitation of its functionality.
2. In case of maintenance works or unavailability of the Platform, the Operator shall immediately communicate this to the Users of the Platform.
3. In the case of maintenance works or failures preventing the publication of a Message on the Platform, the Client shall be under obligation to publish the content of the Message on their own.
4. The Message published by the Client on their own shall be published by the Client on the Platform within 48 hours of the end of the maintenance work/failure/unblocking the Account which prevented the publication of the Message. In the "Remarks" field of the Message, the User shall provide a link to the webpage on which the content of the Message was posted by the User on their own.

§ 9

Validity and termination of the Agreement

1. The Agreement becomes effective on ... and remains in force until .../for an indefinite period.
2. The Agreement may be terminated by each of the Parties to the Agreement upon one month's notice, effective at the end of a calendar month, in writing under pain of nullity, subject to § 4 sec. 10 with signatures of persons authorised to represent.
3. Upon termination of the Agreement, the accounts of Users representing the Client shall be closed.
4. Upon termination, no Messages published during the term of this Agreement will be deleted.

§ 10

Users

1. Following the Application of ... the Client indicates the following persons as the Users responsible for the publication of Messages on behalf of the Client:

a)

.....
Name and Surname

.....
Position

.....
Landline phone number

.....
Mobile phone number

.....
Email address

.....
Login assigned by the Operator

b)

.....
Name and Surname

.....
Position

.....
Landline phone number

.....
Mobile phone number

.....
Email address

.....
Login assigned by the Operator

2. Within the time period referred to in § 2 sec. 9 the Operator submits to each User:
- password to the personalised Account by e-mail or SMS, to the address or telephone number indicated in sec. 1 above;
 - login to the personalised Account by e-mail, to the address indicated in sec. 1 above.
3. The login and password to access the Account may not be transferred to other persons.

4. The Administrator may block the User's account if:
 1. the User discovers that another person gained access to the login and password of the User,
 2. login or password is lost by the User,
 3. the Terms and Conditions or the Agreement are violated by the User.
5. If the User discovers any of the cases referred to in sec. 4.1 and 4.2 above, the User is required to immediately notify the Platform Administrator at the following address: administrator@giip.pl.

§ 11

Representation

The Client represents to be a market participant as defined in Article 2(7) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency ("REMIT") and to have been registered in the CEREMP database, operated by ACER.

§ 12

Other issues

1. Any matters not provided for in this Agreement shall be governed by the provisions of the Civil Code and other provisions of commonly applicable law in Poland.
2. Any disputes arising in connection with this Agreement, including those that involve its execution, validity or termination, shall be submitted to the final decision of the common courts having jurisdiction over the seat of the Operator.
3. All provisions of this Agreement shall be interpreted with due regard for the legitimate interests of the Parties, taking into consideration generally accepted customs and other good practices.
4. The Parties establish the following addresses for service for the purpose of the Agreement:
Operator: GAZ-SYSTEM S.A., Mszczonowska 4, 02-337 Warszawa;
Client:
5. The Parties undertake to immediately notify each other of any change of address for service or else service shall be deemed effective at the last address indicated.
6. The Parties designate the following persons as appropriate contact persons in connection with the Agreement:
Platform Administrators:
.....
.....
Client:
.....,
on matters involving payment of invoices:
Operator:
.....
.....
Client:
.....
whereby any change to the above-mentioned persons shall be made by notifying the other Party in writing.

7. Any amendments and supplements to the Agreement must be made in writing under pain of nullity, unless the Agreement provides otherwise.
8. This agreement was drafted into two counterparts, one for each of the Parties.

Schedules to the Agreement:

1. Personal data protection clause for persons designated for official contacts in the Agreement.
2. Personal data protection clause for persons designated to perform the Agreement.
3. Copy of the Client's successful Application.

Information on personal data protection of persons designated for official contacts in the Service Agreement for the provision of Urgent Market Messages (UMM) publication on Gas Inside Information Platform concluded with the Gas Transmission Operator GAZ-SYSTEM S.A.



Why do we need your personal data?

We collect your personal data because they are necessary for us **to maintain business contacts** following the conclusion and performance of the agreement to which the entity, indicating you as a contact person in matters involving the performance of the agreement, is a party.



Who we share the data with?

The following entities may be recipients of the data:

- our employees or associates,
- members of GAZ-SYSTEM's governing bodies,
- entities authorised under applicable laws (in particular courts, state authorities, institutions),
- entities providing services to GAZ-SYSTEM under agreements concluded with them, in particular providers of IT services and new technologies, postal and courier services, document destruction and archiving services, accounting and financial services, security services for persons and property.



Do we transfer data to third countries or international organisations?

We do not transfer personal data to a third country or international organisation.



What is the legal basis for data processing?

The legal basis for the processing of your personal data is Article 6 sec. 1 item f) 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 (General Data Protection Regulation) hereinafter "GDPR", which means, in these circumstances, that your personal data are necessary for us to maintain business contact following the conclusion and performance of the agreement to which the entity, indicating you as a contact person in matters involving the performance of the agreement, is a party.



How long do we process data?

Personal data will be processed for the period necessary to maintain contacts following the conclusion and performance of the agreement, no longer than the period necessary to establish or assert claims or to defend against claims as well as the period necessary to retain the agreement for archival purposes.



Where do we obtain the data from?

We obtained your personal data from the entity with which we have entered into the agreement and which designated you as the contact person in matters involving the performance of the agreement.



What categories of data do we process?

The following categories of personal data are currently processed:

- Basic data (for identification purposes)
- Contact details (to enable contact by post, telephone or email).



Do we make automated decisions, including profiling you?

We do not make automated decisions, including profiling you based on your personal data.



What powers do you have?

You have the right to:

- access your personal data, namely the right to obtain information on the kind of data we process, how we process them and for what purpose we process them,
- rectification, namely the right to request that the data be updated should it be found that incorrect data have been collected or that the data are no longer up to date,
- erase your personal data, namely the right to request that personal data be erased in full or in part. If the request is justified, we will immediately erase the data,
- limit data processing, namely the right to request that processing of your data be limited to their storage. Processing may be resumed as soon as the reasons justifying the limitation of processing have ceased to exist.
- object to the processing, namely the right to request that processing of your personal data be ceased for the purpose stated above, if you believe that we violate your rights when processing your personal data,
- file a complaint against us with the President of the Office for Personal Data Protection if you believe that the processing of your personal data violates the law.



Contact - Where can you exercise your rights or receive more information?

The Controller of your personal data will be the **Gas Transmission Operator GAZ-SYSTEM S.A. with its seat in Warsaw** at Mszczonowska street No. 4, 02-337 Warsaw. You can exercise your rights (or obtain more information) by communicating with us via:



rodo@gaz-system.pl

Information on personal data protection of persons designated to perform the Service Agreement for the provision of Urgent Market Messages (UMM) publication on Gas Inside Information Platform concluded with the Gas Transmission Operator GAZ-SYSTEM S.A.



Why do we need your personal data?

We collect your personal data because they are necessary for us to **establish your entitlement to perform the agreement, as well as to maintain business contacts** following the conclusion and performance of the agreement to which the entity, indicating you as a contact person or person responsible for matters involving the performance of the agreement, is a party.



Who we share the data with?

The following entities may be recipients of the data:

- our employees or associates,
- members of GAZ-SYSTEM's governing bodies,
- entities authorised under applicable laws (in particular courts, state authorities, institutions),
- entities providing services to GAZ-SYSTEM under agreements concluded with them, in particular providers of IT services and new technologies, postal and courier services, document destruction and archiving services, accounting and financial services, security services for persons and property.



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We obtained your personal data from the entity with which we have entered into the agreement and which designated you as the contact person or person responsible for matters involving the performance of the agreement, is a party.



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- access your personal data, namely the right to obtain information on the kind of data we process, how we process them and for what purpose we process them,
- rectification, namely the right to request that the data be updated should it be found that incorrect data have been collected or that the data are no longer up to date,
- erase your personal data, namely the right to request that personal data be erased in full or in part. If the request is justified, we will immediately erase the data,
- limit data processing, namely the right to request that processing of your data be limited to their storage. Processing may be resumed as soon as the reasons justifying the limitation of processing have ceased to exist.
- object to the processing, namely the right to request that processing of your personal data be ceased for the purpose stated above, if you believe that we violate your rights when processing your personal data,
- file a complaint against us with the President of the Office for Personal Data Protection if you believe that the processing of your personal data violates the law.



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rodo@gaz-system.pl