

**Agreement for the provision of Urgent Market Messages service
on Gas Inside Information Platform**

entered into in Warsaw on the date of signing by the latter of the Parties:

Gas Transmission Operator GAZ-SYSTEM S.A. with its registered office in Warsaw, address: ul. Mszczonowska 4, 02-337 Warszawa, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register under KRS no. 0000264771, NIP: 527-243-20-41, share capital PLN 6,377,190,842, represented by:

1.....

hereinafter referred to as the "Operator".

and

..... with the registered office in, address:

..... entered into kept by

..... in under the number, NIP/TIN:

..... represented by:

1.....

2.....

hereinafter referred to as the "**Client**", jointly referred to as the "**Parties**" and each individually as the "**Party**" with the following provisions:

Recitals

The Gas Inside Information Platform, hereinafter referred to as the "**Platform**" or "**GIIP**", is a publicly accessible 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 Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. with registered office in Warsaw at ul. Mszczonowska 4.

Definitions:

All capitalized terms in this Agreement are defined in the Terms and Conditions setting out the principles of Platform operation, available on the Platform website.

§ 1

Subject Matter of the Agreement

1. The subject of the Agreement is the provision of Urgent Market Message publishing service on the GIIP.
2. 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 Messages.
2. As part of the service, the Operator undertakes to publish the Client's Messages on an ongoing basis, including their publication via RSS feed.
3. The Operator shall provide the Users indicated in Appendix 1 with access to the Webservice and to the personalised Account, including the Message Entry and Publication Form.
4. The Operator shall ensure that the Platform complies with the REMIT requirements for the publication of Messages.
5. The Operator undertakes and reserves the right to continuously and regularly update and adjust the Platform, including the Web service, to changing legislation and ACER guidelines if these explicitly impose new requirements for the publication of Messages.
6. The Operator undertakes to provide the Client with the possibility of requesting technical support available 24 hours a day, 365 days a year at the following email address: service@giip.pl.
7. The Operator shall provide an automatic tool for verification of the correctness of data entered into the Form and via the Webservice with ACER guidelines.
8. The Operator undertakes to inform Users of the date of maintenance works preventing the reading or publication of Messages on the Platform.
9. The Operator undertakes to keep a record published Messages for a period of 5 years of the date of publication or termination of the Agreement.
10. The Operator undertakes to launch the Service, including the provision of login data to Users, within 14 days of the date on which the Parties sign the present Agreement.
11. The Operator shall publish the Terms and Conditions on the Platform website.
12. At the request of the Client, the Operator shall provide detailed technical requirements and a description of the Webservice.
13. The Operator undertakes to launch the Webservice within 14 days of the Client's meeting the technical requirements referred to in sec. 12 above.

§ 3

Client's duties

1. Prior to signing the Agreement, the Users are obliged to acknowledge the Terms and Conditions and the guidelines for the publication of Messages as stipulated e.g. in REMIT, Guidance on REMIT, Manual of Procedures on data reporting (the so-called MoP), REMIT Guidance on the implementation of web feeds for Inside Information Platforms.
2. By signing this Agreement, the Client accepts the Terms and Conditions thereof.
3. The Client undertakes to publish the Messages with the content and within the timeframe consistent with the guidelines for the publication of Messages as defined by the relevant regulations, including those referred to in § 3 sec. 1 hereof.

4. The Client undertakes to pay invoices for the use of the Platform within due dates indicated in the invoice.
5. The Client undertakes to notify the Operator that the technical requirements for the use of the Web service have been fulfilled.

§ 4

Fees 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.
2. The service shall be billed on a monthly basis, covering the period from the first to the last day of the month, irrespective of the day when 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 bank transfer, to the Operator's account indicated on the invoice, within 14 days of the invoice issue date. The date of payment shall be 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. In the event of default in payment within the due date indicated in the invoice, the Operator shall request the payment within the prescribed time limit. If the Client is in default with the payment within the deadline set in this manner, the User Account referred to in § 10 sec. 1 and the Webservice shall be blocked.
7. The User Account shall be unblocked once all Client's arrears have been settled, including statutory interest.
8. The Operator may change the fee referred to in sec. 1 above.
9. The Operator shall notify the persons indicated by the Client in §12 sec. 6 by e-mail of the change to the fee referred to in sec. 8 above with minimum 30 days' notice before the amended fee becomes effective.
10. Should the Client refuse to accept the change in fee referred to in sec. 8 above, the Client may terminate the Agreement with 14 days' notice in accordance with sec. 9 above. In such a case, the termination of the Agreement shall take place on the last day before the amended fee becomes effective.
11. The parties declare that they have the status of a large entrepreneur within the meaning of the Act on Prevention of Excessive Delays in Commercial Transactions.
12. In the event of a change of the bank account referred to in sec. 4, the Operator shall immediately inform the Client thereof. This change does not constitute an amendment to this Agreement, but in order to be effective it shall 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, corrective invoices and invoice duplicates (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 shall send invoices by e-mail as an attachment in the form of an editable protected file in

PDF format.

3. The Operator declares that invoices shall be sent from the following e-mail address: kancelaria.warszawa@gaz-system.pl
4. The Client's e-mail address for the receipt of invoices is as follows:
.....
5. The invoice shall be deemed delivered on the date when the e-mail has been correctly sent from the Operator's edge devices from the address referred to in sec. 3 above to the Client's address referred to in sec. 4 above.
6. A change of the addresses referred to in clauses 3 and 4 above shall be notified in writing or by e-mail sent to the address of the other Party indicated above and shall be effective 3 days after the date of notice.
7. Until effective notification of a change of e-mail address, invoices sent to the previous address shall be deemed to have been effectively delivered.
8. In the event that formal or technical obstacles prevent issuance or delivery of electronic invoices, the invoices shall be issued and delivered 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. The withdrawal of the consent referred to in sec. 1 above may be made in writing or in the form of a scanned letter signed by persons authorised to represent the Client sent by e-mail to the address referred to in sec. 3.
10. Should the Client withdraw the consent referred to in sec. 1, within 14 days following the date of receipt of the notice, the Operator shall cease to issue invoices in PDF form and send them by e-mail.
11. Invoices sent in contravention of the rules referred to in the sections above shall be deemed not to have been delivered.
12. The written notices referred to in sec. 6 and sec. 9 shall be addressed to the persons in charge of the payment of invoices specified in § 12 sec. 6.

§ 6

Liability

1. The content of the Messages published by the Client must not violate the provisions of Polish law and international agreements ratified by Poland, as well as good practice.
2. The Operator of the Platform may delete a Message if its content violates the provisions of Polish law and international agreements ratified by Poland. The Operator shall immediately inform the Client of the deletion of the Message, in the manner specified in the Agreement.
3. In the event of the blocking referred to in § 4 sec. 6, the Client shall be obliged to publish the Message by other means.

§ 7

Confidentiality

1. In order to maintain transparency and equal access to information for all Recipients, the content of the Messages shall be published on the Platform immediately after they have been 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 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. On behalf of the Operator, the Client is obliged to fulfil the information obligation under Article 14(1)-(3) of the GDPR in relation to the persons designated for representation upon conclusion of the Agreement, designated in the Agreement for its implementation or to maintain business contacts related to the performance of the Agreement by familiarising these persons with the information contained in Appendix 2. This information is also available at <https://www.gaz-system.pl/pl/polityka-prywatnosci/cele-i-podstawy-prawne-przetwarzania.html>
5. The Client shall keep all information acquired in connection with the conclusion or performance of the Agreement confidential (hereinafter referred to as "Protected Information") and shall not disclose such information to any third party; the Client shall also protect such information against unauthorised disclosure, access or loss throughout the entire term of the Agreement as well as after completion, expiry or termination or after withdrawal from the Agreement by either Party.
6. Protected Information may be used by the Client exclusively for the purposes of performing this Agreement.
7. The Client's obligations referred to in sec. 5 do not apply to Protected Information:
 - a) which is publicly available on the date it was made available to the Client or made available to the public in a manner that does not constitute a breach of the Agreement,
 - b) that the Client is obliged to provide under the generally applicable law, whereas in such a case the Client shall promptly notify the Operator of the received request to provide such information, unless such a notification would constitute an infringement of the generally applicable law.
8. In the course of performing the Agreement, the Operator does not envisage the possibility of sharing:
 - a) the information constituting a business secret within the meaning of the Act of 16 April 1993 on Counteracting Unfair Competition,
 - b) classified information within the meaning of the Act of 5 August 2010 on Protection of Classified Information.
9. Protected Information may only be disclosed to those individuals for whom it is necessary to perform the Agreement on behalf of the Client.
10. The Client shall be obliged 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 their acts or omissions as for its own acts or omissions.
11. When performing the obligation specified in clause 10, the Client undertakes, in particular, to train all persons who will be directly involved in the performance of the Agreement on behalf of the Client and who will have access to Protected Information on the principles of Protected Information protection and the purpose of its disclosure.
12. In the event of a disclosure, loss or unauthorised access to Protected Information in breach of this Agreement, 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.

13. The Operator reserves the right to require the Client to return, at any time, the Protected Information provided by the Operator or created by the Client in the course of performance of the subject matter of this Agreement. In such a case, the Client undertakes to return or destroy at its own expense all materials and media containing any Protected Information provided by or on behalf of the Operator and in the possession of the Client or third parties who, in accordance with the provisions of this Agreement, were authorised to access the information in question, as well as remove the Protected Information from the memory of computer hard drives or other devices, provided, however, that this shall not apply to the creation and archiving of backup copies in information systems, provided that such copies are properly secured. Notwithstanding the foregoing, the Client shall have the right to retain a copy of the Protected Information for its own use in connection with the performance of the Agreement or for the purpose of defence against possible future claims, provided that such copies are properly secured in accordance with the provisions of this section.
14. In justified cases, the Operator reserves the right to verify the correctness of performance of the obligations provided for in this section by conducting an audit at the Client in this respect. The Operator shall inform the Client of the intention to conduct an audit at least 7 days in advance and agree on the date of the audit with the Client.
15. In the event of a breach of the obligation of confidentiality, the Operator shall be entitled to claim contractual penalty in the amount of 1000 PLN (in words: one thousand zlotys) for each case of breach, while the total amount of contractual penalties charged to the Client shall not exceed 5000 PLN (in words: five thousand zlotys). The Operator shall have the right to pursue claims for damages exceeding the amount of the reserved contractual penalties on the general principles laid down in the Civil Code.

§ 8

Platform maintenance and unavailability

1. The Operator reserves the right to perform maintenance works on the Platform which may result in a temporary limitation of its functionality.
2. In the event of Platform maintenance works or its unavailability, the Operator shall immediately notify the Platform Users thereof.
3. In the event of maintenance works or Platform's unavailability preventing the publication of a Message on the Platform, the Client is obliged to publish the content of the Message by other means.
4. The Message published by the Client by other mean shall be published by the User on the Platform within 48 hours of the end of the maintenance work/unavailability of the Platform/unblocking of the Account which prevented the publication of the Message. In the "Remarks" box the User shall provide the address of alternative website used for the publication of the content of the Message.

§ 9

Term and Termination

1. The Agreement shall enter into force on the date of execution by the last of the Parties and shall remain in force until .../for an indefinite period of time.
2. The Agreement may be terminated by either of the Parties to the Agreement with one month's notice, effective at the end of the calendar month, subject to § 4 sec. 10, provided in writing and signed by authorised representatives, otherwise such termination is null and void.
3. Upon termination of the Agreement, the accounts of Users representing the Client shall be closed.

§ 10

Users

1. A list of the Users authorised to publish Messages on behalf of the Client and contact persons as regards the Webservice is attached as Appendix No. 1 to this Agreement.
2. Appendix No. 1 referred to above and amendments to the Appendix shall be signed by the authorised persons designated in this Agreement in the preamble or in the Client's KRS [entry in the Court Register].
3. Within the deadline referred to in § 2 sec. 10, the Operator shall provide each User with:
 - a) a password to the personalised Account delivered by e-mail or SMS, to the address or telephone number specified in Attachment No. 1 to the Agreement, a login to the personalised Account delivered by e-mail, to the e-mail address specified in Attachment No. 1 to the Agreement,
 - b) the login and password for access to the Account may not be transferred to other persons.
4. The Administrator may block the User's account in the event of:
 - a) detection by the User of unauthorised access to the User's login and password,
 - b) loss of the login or password by the User, or
 - c) violation of the provisions of these Terms and Conditions or the Agreement by the User.

§ 11

Representation

The Client represents to be a Market Participant as defined in Article 2 of REMIT and to have been registered in the CEREMP database maintained by ACER.

§ 12

Miscellanea

1. Issues not covered by this Agreement shall be governed by the provisions of the Civil Code and other provisions of applicable law in Poland, as well as the GIIP Regulations.
2. Any disputes arising in connection with the present Agreement, including those related to its execution, validity or termination, shall be referred for final resolution to the common courts of law having jurisdiction over the registered office of the Operator.
3. All provisions of this Agreement shall be interpreted with due regard to the legitimate interests of the Parties concerned, taking into account commonly respected customs and other good practices.
4. The Parties agree on the following addresses for service of correspondence for purposes related to the Agreement:

Operator: GAZ-SYSTEM S.A., Mszczonowska 4, 02-337 Warszawa;

Client:
5. The Parties undertake to immediately notify of any changes to the service addresses, otherwise the delivery at the last provided address shall be recognised as effective.
6. The Parties appoint the following persons for contacts concerning the Agreement:

Operator:,

Client:,

for issues related with invoice payment :

Operator:

Client:

The change of the above-mentioned persons shall be made by written notice to the other Party.

7. Any amendments and supplements to the Agreement shall be made in writing under pain of nullity, unless the Agreement provides otherwise.
8. The Agreement has been drawn up in two counterparts, one for each Party hereto.
9. Amendments to the Appendixes to the Agreement do not require the drafting of an Appendix.

Appendices to the Agreement:

1. List of Users authorised to publish Messages on behalf of the Client and contact persons for the Webservice.
2. Information regarding the protection of personal data of the persons designated as representatives for concluding agreements with GAZ-SYSTEM S.A. (GAZ-SYSTEM) and for persons designated as business contacts in contracts or for the performance of contracts concluded with GAZ-SYSTEM.

Operator:

Client:

Appendix No. 1 to the Agreement for the Provision of Urgent Market Messages on the GIIP

A. List of Users authorised to publish Messages on behalf of the Client.

No.	Full name	Landline telephone no.	Mobile phone number	E-mail address	User's signature	Function (User or Business Admin)	Remarks
1.							
2.							
3.							

B. Particulars of contact person with respect to Webservice details:

No.	Full name	Landline telephone no.	Mobile phone number	E-mail address	Signature	Remarks
1.						

I declare that I have read the Information Clause attached to the Agreement (Appendix No. 2) and have communicated the provisions of the said Clause to the Users listed in point A and to the persons listed in point B above.

Date and signature of the person indicated in § 10 sec. 2 of the Agreement:

.....

Appendix No. 1 to the Agreement for the Provision of Urgent Market Messages on the GIIP

Instructions

1. Each User named in the document shall sign (enter legible handwritten or electronic signature) in a dedicated column in the table.
2. Completion of all boxes is mandatory.
3. Before forwarding to the Operator, the Appendix shall be signed by the person designated in § 10.2 of the Agreement. An unsigned Appendix will not be considered.
4. Updating the table:
 - a) cancellation of authorisation - all data of the User shall be deleted, providing the date of cancellation of authorisation in "Remarks",
 - b) adding a new User - another row in the table shall be added without deleting the previous entries,
 - c) updating User's data - amendments shall be marked **in bold**, update details shall be provided in "Remarks".
5. Terms and definitions:
 - a) User - User indicated by the Client,
 - b) Business Admin - User defined by the Client authorised to edit the entries "Balancing Zones", "Affected Assets (Points)" and to review the list and monitor User activity.



Information regarding the protection of personal data of the persons designated as representatives for concluding agreements with GAZ-SYSTEM S.A. (GAZ-SYSTEM) and for persons indicated for business contacts in contracts or for the performance of contracts concluded with GAZ-SYSTEM.

Why do we need your personal data?

We are collecting your personal data as indispensable for determination of authorisations to conclude or perform the agreement or in order to maintain professional contact related to the conclusion and performance of the agreement to which the company is a party which designated you as its representative to conclude or perform the agreement or in order to maintain professional contact related to the conclusion or performance of the agreement.

Whom do we share personal data with?

Personal data recipients may include:

- our employees or associates,
- members of the GAZ-SYSTEM organisational units,
- entities authorized under applicable law (including but not limited to courts and tribunals, state authorities, and institutions),
- entities providing services to GAZ-SYSTEM under service agreements, in particular entities providing GAZ-SYSTEM with IT and new technology services, postal and courier services, document destruction and archiving services, accounting and financial services, personal and property security services.

Do we transfer personal data to third countries or international organizations?

We do not transfer your personal data to third countries or international organizations which cannot ensure adequate data protection.

What is the legal basis for data processing?

The legal basis for the processing of your personal data is Article 6 (1) (f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27 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 shall mean that we need your personal data to verify authorisations to conclude or perform the agreement or in order to maintain professional contact related to the conclusion and performance of the agreement to which the company is a party which designated you as its representative to conclude or perform the agreement or in order to maintain professional contact related to the performance of the agreement.

How long will we process the data?

The personal data shall be processed for the period necessary to perform the subject-matter of the agreement as well as to maintain official contacts related with the conclusion or performance of the agreement and for the period necessary to keep this agreement for archiving purposes.

Where do we get the personal data from?

We have obtained the personal data from the entity with which we concluded a relevant agreement and which designated you as business contact related to the conclusion or performance of the agreement.

What data categories do we process?

The following personal data categories are currently processed:

- Basic data (for identification purposes) such as name and surname,
- Contact data (to enable contact via conventional or electronic mail or by phone) in particular, such as telephone number, registered office address, e-mail address,
- Other identification data entered in the applicable registers or specified in powers of attorney or other documents (for the purpose of verifying eligibility to conclude or perform the agreement), e.g. personal identification number, function/job title, address of residence, identity card number indicated in the documents provided or shown in the appropriate registers.



Do we make automated decisions including profiling?

We do not make automatic decisions and we do not perform profiling on the basis of your personal data.

What are your rights?

You have the right to:

- access your personal data, i. e. obtain information which data are processed, in what manner and for what purpose,
- rectify, i. e. demand that the data be updated if they were collected incorrectly or they are no longer up-to-date,
- delete the personal data, i. e. demand the removal of the personal data in whole or in part. If your request is justified, we shall immediately delete such data,
- limit the processing, i. e. demand that the processing of personal data be limited to their storage. The limitation of the processing may be repealed after the circumstances justifying the limitation of the processing cease to exist,
- your objection to the processing, i.e. request that we cease to process your personal data for the purpose indicated above,
- if you consider that we violate your rights in connection with the processing of the data provided,
- if you file a complaint against us with the President of the Office for Personal Data Protection (Prezes Urzędu Ochrony Danych Osobowych) if you believe that the processing of your personal data is in breach of the applicable provisions of law.

Contact – where to exercise your rights or obtain more information?

Your personal data controller shall be **Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. based in Warsaw** Mszczonowska 4, 02-337 Warszawa. You may exercise your rights (or obtain more information) by writing at: rodo@gaz-system.pl