

# **FSRU 2 OPEN SEASON**

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# **GENERAL IMPLEMENTATION CONDITIONS**

This document FSRU 2 Open Season – General Implementation Conditions (hereinafter referred to as the "**General Implementation Conditions**") sets out the principles to be followed by the Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. (hereinafter: "**GAZ-SYSTEM S.A.**" or the "**Operator**") throughout the FSRU 2 Open Season Procedure concerning the provision of Regasification Services<sub>FSRU</sub> at the planned Terminal<sub>FSRU</sub> within the scope covered hereunder.

These General Implementation Conditions are divided into three parts:

**Part I:** Introduction

**Part II:** Submission of offers and binding allocation

**Part III:** General provisions

Part I of the General Implementation Conditions provides a general introduction to the FSRU 2 Open Season procedure carried out by GAZ-SYSTEM S.A. With the exception of definitions, this section is presented for information purposes only.

Part II of the General Implementation Conditions contains a detailed description of the FSRU 2 Open Season procedure. It includes a description of placing the offers under FSRU 2 Open Season Procedure and the allocation mechanism.

Part III of the General Implementation Conditions presents the general provisions, in particular the provisions concerning the communication between the Participants and GAZ-SYSTEM S.A.

In addition, the following documents are enclosed as appendices to these General Implementation Conditions and form an integral part thereof:

## **Appendices**

Appendix 1: Registration Form (template)

Appendix 2: Offer Form (template)

Appendix 3: General Terms and Conditions of Regasification Agreement<sub>FSRU</sub>, Draft Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub>

Appendix 4: Bank Guarantee (template) and Parent Company Guarantee (template)

Appendix 5: Terminal Code<sub>FSRU</sub>

Appendix 6: Tariff Calculator

Appendix 7: GDPR Clause

Appendix 8: Draft Slot Sharing Agreement

Appendix 9: Declarations (template)

## **Part I - Introduction**

### **1. GENERAL INFORMATION**

The project assumes the development in Gdańsk area in direct proximity of the FSRU 1 project under construction, the second FSRU (Floating Storage & Regasification Unit) vessel for offloading, process storage and regasification of LNG. The Terminal<sub>FSRU</sub> is to be designed to deliver approx. 4.5 bcm of regasified gas per year.

The commissioning and start of operation of the Terminal<sub>FSRU</sub> in the Gulf of Gdańsk is planned in early 2030.

The implementation of the Terminal<sub>FSRU</sub> project in the Gdańsk area is part of both Polish and European policy to ensure secure access to natural gas. It is part of a number of strategies and policies<sup>1</sup> to ensure security of gas supply, as well as a response to the ever-growing demand for natural gas in Poland and Central and Eastern Europe. It is a project that is part of programmes to ensure energy security and is part of the country's energy and economic transition to less carbon-intensive energy sources. According to Poland's Energy Policy until 2040, the project is one of the strategic initiatives aiming at guaranteeing Poland's strong position in the European natural gas market under Pillar II, i.e. a zero-emission energy system.

In 2021, the liquefied natural gas facility located in the Port of Gdańsk within the scope of Open Season FSRU 1, was included by the European Commission in the European Union's 5<sup>th</sup> list of Projects of Common Interest (PCI status).

On 3 February 2026, Regulation (EU) 2026/ 261 of 26 January 2026 on phasing out Russian natural gas imports and preparing the phase-out of Russian oil imports, improving monitoring of potential energy dependencies and amending Regulation (EU) 2017/1938 entered into force. Therefore, in accordance with the rules set out in the said Regulation, the Operator shall refuse to allocate Terminal<sub>FSRU</sub> capacity and to use Terminal<sub>FSRU</sub> capacity for the delivery and regasification of Russian LNG.

GAZ-SYSTEM S.A. strives to make the regasification capacity of the Terminal<sub>FSRU</sub> available and integrate it with the National Transmission System through the establishment of an Exit Point.

On 18 August 2023, GAZ-SYSTEM S.A. successfully completed the open season procedure for the launch of the liquefied natural gas facility in the Port of Gdańsk within the scope of the procedure ('**Open Season FSRU 1**'), including the location in the Gdańsk area of a Floating Storage & Regasification Unit (FSRU) vessel for offloading, process storage and regasification of LNG, adapted to perform the regasification process to deliver 6.1 bcma of Gaseous Fuel.

As part of Open Season FSRU 2, a second FSRU vessel is planned to provide regasification of 4.5 bcma of Gaseous Fuel.

The detailed parameters of the planned Terminal<sub>FSRU</sub> are presented in Section 6 below.

## 2. ABOUT GAZ-SYSTEM S.A.

GAZ-SYSTEM S.A. is the owner and operator of the National Gas Transmission System and Lech Kaczyński LNG Terminal in Świnoujście. As the operator of the National Transmission System, GAZ-SYSTEM S.A. is responsible for transporting gas via the transmission network in Poland, supplying gas to the distribution network and to end users connected to the transmission system.

The National Transmission System also enables the transmission of gas to and from the connected storage facilities and transmission systems in neighbouring countries.

On 6 December 2018, PURE issued a decision granting GAZ-SYSTEM S.A. the status of National Transmission System Operator in the territory of Poland until 6 December 2068.

As the operator of the LNG Terminal of Lech Kaczyński in Świnoujście, the Operator operates on the basis of a licence for the liquefaction of natural gas and the regasification of liquefied natural gas in LNG facilities located in Świnoujście, and on the basis of a decision designating it as the operator of the natural gas liquefaction system, valid until 31 December 2030, GAZ-SYSTEM S.A. also acts as the hydrogen transmission network operator until 4 August 2026.

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<sup>1</sup> See Poland's Energy Policy until 2040 (MP of 2021, item 264).

### 3. LEGAL BASIS FOR THE PROCEDURE

- 3.1 The legal basis for the Procedure shall be the provisions set out in Article 8 and Article 11(1) and (2) of Regulation (EU) 2024/1789 of the European Parliament and of the Council of 13 June 2024 on internal markets for renewable gas, natural gas and hydrogen, amending Regulations (EU) No 1227/2011, (EU) 2017/1938, (EU) 2019/942 and (EU) 2022/869 and Decision (EU) 2017/684, and repealing Regulation (EC) No 715/2009 (recast) (OJ EU L of 2024, item 1789, as amended) and the provisions of the Energy Law.

### 4. DOCUMENTS GOVERNING OPEN SEASON FSRU 2

- 4.1 This document, including its appendices, governs the Open Season FSRU 2 procedure. Submission of an Offer to GAZ-SYSTEM S.A. under the Procedure shall be regarded as the Participant's acceptance of the provisions of the General Implementation Conditions and the appendices hereto.
- 4.2 Subject to applicable law, GAZ-SYSTEM S.A. shall not be liable for any incorrect interpretation or use of the information contained in this document.
- 4.3 All terms used in the General Implementation Conditions and capitalized and not otherwise defined in General Implementation Conditions shall have the meaning assigned to them in the Terminal Code<sub>FSRU</sub>.

### 5. DEFINITIONS

<b>Business Day</b>	a day other than a public holiday within the meaning of the Polish Act on Public Holidays;
<b>Breakwater</b>	a structure protecting the Loading Platform and moored FSRUs (Floating Storage Regasification Units) and LNGCs from the impact of adverse hydro-meteorological conditions and enabling the high availability of the Terminal <sub>FSRU</sub> , implemented as part of the investment included in the Open Season FSRU 1 procedure;
<b>Registration form</b>	The form referred to in item 8.1.1;
<b>Schedule</b>	the schedule for the Procedure set out in Section 7;
<b>Information on the allocation of Regasification Services<sub>FSRU</sub></b>	information referred to in point 11.5;
<b>Terminal Code<sub>FSRU</sub></b>	Code of operation and maintenance of the FSRU i.e. the liquefied natural gas facility located in the Port of Gdańsk within the scope of the second FSRU unit, i.e. the Code of maintenance and operation of the LNG facility located in the Port of Gdańsk prepared by the Operator, constituting access rules to the Terminal <sub>FSRU</sub> by all Users of the Terminal <sub>FSRU</sub> ;
<b>Investment Project</b>	a project comprising the activities and works indicated under point 6.1.1;
<b>TNC</b>	Transmission Network Code applied by GAZ-SYSTEM S.A. as the operator of the National Transmission System;
<b>National Transmission System</b>	transmission network, and the equipment and facilities connected thereto, related with that Network owned by GAZ-SYSTEM S.A.;
<b>LNG</b>	Liquefied Natural Gas - a liquid product consisting mainly of methane, derived from natural gas by cooling it to a temperature of approximately -159°C, with quality parameters determined in accordance with Terminal Code <sub>FSRU</sub> .

<b>Contracted Capacity</b>	the maximum quantity of Gaseous Fuel with the quality parameters specified in the TNC under Normal Conditions, which may be collected at the Exit Point within one hour;
<b>Offer</b>	an offer referred to in Section 9;
<b>General Implementation Conditions</b>	Rules of FSRU 2 Open Season – this document;
<b>FSRU 1 Open Season</b>	the procedure for concluding the Regasification Agreement <sub>FSRU</sub> and Regasification Order <sub>FSRU</sub> in connection with the design and construction of the first floating storage and regasification unit;
<b>Final Investment Decision</b>	the decision to start the implementation phase of the Investment referred to in point 12.3;
<b>Gaseous Fuel</b>	methane-rich natural gas processed as a result of regasification of LNG with the qualitative parameters specified in Transmission Network Code
<b>Unloading Platform</b>	hydroengineering infrastructure in the Port of Gdańsk, where the FSRU vessel(s) is/are moored with associated systems and facilities, in particular dolphins, fenders, hooks, technical lighting, navigation equipment and Pilot Navigation and Docking System (PNDS);
<b>Energy Law</b>	Act of 10 April 1997, energy Law JoL of 2026, item 43, as amended);
<b>Procedure or FSRU 2 Open Season</b>	a procedure for concluding the Regasification Agreement <sub>FSRU</sub> , Regasification Order <sub>FSRU</sub> and Slot Sharing Agreement in connection with the design and construction of the Investment Project, as described in the General Implementation Conditions;
<b>Exit Point</b>	the place of receipt of the Gaseous Fuel from the Terminal <sub>FSRU</sub> and delivery of the Gaseous Fuel from the Terminal <sub>FSRU</sub> to the National Transmission System;
<b>PURE</b>	President of the Energy Regulatory Office;
<b>Tariff Regulation</b>	regulation of the Minister of Energy of 15 March 2018 on detailed principles of setting and calculating tariffs and on principles of settlements in trade of gaseous fuels (Journal of Laws 2021, item 280, as amended);
<b>Force Majeure</b>	an event or circumstance beyond the control of the party concerned and which could not have been prevented despite the taking of appropriate measures as expected of the Operator or Participant/ Terminal User <sub>FSRU</sub> , taking into account the professional nature of their activities, as a result of which the party affected by such an event or circumstance is unable to perform one or more of its obligations under the General Implementation Conditions, the Regasification Agreement <sub>FSRU</sub> , the Regasification Order <sub>FSRU</sub> or the Slot Sharing Agreement. In particular, Force Majeure shall be understood as natural disasters and natural catastrophes (e.g. hurricanes, fires, floods, earthquakes), events resulting from any acts of public authority, riots, strikes, civil unrest, acts of terror, piracy or sabotage, acts of war (including civil war);
<b>Unloading Berth</b>	Equipment and structures located in the Terminal <sub>FSRU</sub> for mooring the LNG carrier and unloading LNG from the carrier moored alongside the FSRU;
<b>TERMINAL<sub>FSRU</sub></b>	The LNG facility located in the Port of Gdańsk, including the Floating Storage & Regasification Unit (FSRU) for offloading LNG, In-Process Storage and regasification of LNG, and also providing Additional Services, the Unloading Berth and Unloading Platform within the scope of FSRU 2 Open Season;
<b>Participant</b>	anyone who has been registered by GAZ-SYSTEM S.A. as a participant in the Procedure;
<b>Regasification Agreement<sub>FSRU</sub></b>	framework agreement for providing Regasification Services <sub>FSRU</sub> , pursuant to which the Terminal <sub>FSRU</sub> User and Operator conclude Regasification Orders <sub>FSRU</sub> ;

<b>Slot Sharing Agreement (SSA)</b>	Agreement concluded by and between all Terminal User <sub>FSRU</sub> and Operator determining the rights and obligations related with Slot Sharing.
<b>Regasification Services<sub>FSRU</sub></b>	services provided by GAZ-SYSTEM S.A., as defined in point 6.3.2;
<b>Act on Public Holidays</b>	Act of 18 January 1951 on public holidays (Journal of Laws of 2025, item 296, as amended);
<b>Act on Protection of Classified Information</b>	Act of 5 August 2010, on protection of classified information (Journal of Laws of 2025, item 1209, as amended);
<b>Terminal User<sub>FSRU</sub></b>	an entity with which the Regasification Agreement <sub>FSRU</sub> has been concluded;
<b>Normal Conditions</b>	reference conditions for settlement purposes: absolute pressure of 101.325 kPa and temperature of 273.15 K;
<b>Applicant Regasification Order<sub>FSRU</sub></b>	an entity that has submitted or intends to submit a Registration Form; regasification order on the basis of the Regasification Agreement <sub>FSRU</sub> specifying the period of service provision, technical parameters and other terms and conditions of providing the Regasification Services <sub>FSRU</sub> .

## 6. DESCRIPTION OF THE TERMINAL<sub>FSRU</sub> AND THE INVESTMENT PROJECT INVOLVING THE DESIGN AND CONSTRUCTION OF THE TERMINAL<sub>FSRU</sub>

### 6.1 DESCRIPTION OF THE INVESTMENT PROJECT INVOLVING THE DESIGN AND CONSTRUCTION OF THE Terminal<sub>FSRU</sub>

6.1.1 The Investment Project involves acquiring legal title, positioning and preparing for operation of a second FSRU vessel (Floating Storage Regasification Unit) and adapting the infrastructure necessary to operate the Terminal<sub>FSRU</sub>.

### 6.2 DESCRIPTION OF THE Terminal<sub>FSRU</sub> IN THE GDAŃSK AREA

6.2.1 It is assumed that Terminal<sub>FSRU</sub> will offer to Terminal Users<sub>FSRU</sub> the regasification capacity of 5,996,460 kWh/h.

6.2.2 The technological processes that will be handled by the Terminal<sub>FSRU</sub> are the unloading of LNG from the carrier at the Unloading Berth, the process storage of LNG in tanks, the regasification of LNG and the dispatch of Gaseous Fuel to the National Transmission System. At later stages of the Investment Project, technological processes may also include other services.

### 6.3 GENERAL DESCRIPTION OF THE SERVICES

6.3.1 The **Regasification Services<sub>FSRU</sub>** will be provided to the extent resulting from the technical capacity of the Terminal<sub>FSRU</sub>, taking into account the technical parameters of the systems, in accordance with the provisions of the Terminal Code<sub>FSRU</sub> in force at the time and the contents of the Regasification Agreement<sub>FSRU</sub>, the Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement concluded with the Terminal Users<sub>FSRU</sub>. The services offered relate to the capacity of the Terminal<sub>FSRU</sub> which will become available upon commissioning.

#### 6.3.2 REGASIFICATION SERVICES<sub>FSRU</sub>

6.3.2.1 The Regasification Services<sub>FSRU</sub> are of a package nature, are provided to Terminal Users<sub>FSRU</sub> within a Slot on the basis of Slot Sharing and consist of:

- (a) unloading LNG from the LNG Carrier into the FSRU storage tanks,

- (b) In-Process Storage of the Unloaded LNG Quantity into the FSRU storage tanks,
  - (c) Regasification of LNG,
  - (d) Delivery of Gaseous Fuel to the Exit Point.
- 6.3.2.2 The Regasification Services<sub>FSRU</sub> are provided within the Slots, with the regasification process running at a level of not less than 60,000Nm<sup>3</sup>/h, which corresponds to at least 670,620 kWh/h, bearing in mind the Slot Sharing obligation, which applies to all Terminal Users<sub>FSRU</sub> and all Slots, implemented on the basis of the Terminal Code<sub>FSRU</sub> to the extent covered by Open Season FSRU 2 and the Slot Sharing Agreement.
- 6.3.2.3 The Slot includes the Terminal<sub>FSRU</sub> User's right to:
  - (a) one (1) unloading of LNG from an LNG carrier approved by the Operator,
  - (b) In-Process Storage, in accordance with the In-Process Storage Program, during the Slot period,
  - (c) regasification with a capacity between the Minimum Regasification Capacity and the Contracted Capacity available within the Slot (i.e. up to 5,996,460 kWh/h i.e. 536 500 m<sup>3</sup>/h subject to point 6.2.1) and the delivery of the Gaseous Fuel to the Exit Point, in accordance with the Slot Sharing Rules, within the Contracted Capacity allocated to that User of the Terminal<sub>FSRU</sub> as a result of its respective distribution among the Users of the Terminal<sub>FSRU</sub> within the Slot.
- 6.3.2.4 The duration of the Slot shall be 9 (nine) Gas Days with regasification process at a level between the Minimum Regasification Capacity and the Contractual Capacity and in accordance with the In-Process Storage Program.
- 6.3.2.5 Discharged Quantity of LNG within one Slot shall not exceed 1,166,878,800 kWh or 180 000 m<sup>3</sup> LNG.
- 6.3.3 In the event of a very high level of demand for Regasification Services<sub>FSRU</sub> being reported under FSRU 2 Open Season with guaranteed long-term use of the Terminal<sub>FSRU</sub> for at least 10 years, justifying a change in the parameters of the Slot or Terminal<sub>FSRU</sub>, the Operator may decide to adjust these parameters accordingly before announcing the results of the allocation process. Such a decision will depend on the reported interest exceeding the currently offered Slot parameters and on the technical assessment of the feasibility and economic efficiency of the planned capacity increase. This is due to the fact that a change in Slot parameters may trigger the need for additional investment tasks within the National Transmission System, in particular involving the expansion of infrastructure by increasing the capacity of gas compressor station.
- 6.3.4 In the event of a positive assessment of participants' interest in the long-term use of the Terminal<sub>FSRU</sub>, the Operator anticipates the possibility of providing additional Slots no earlier than in 2032, subject to the completion of the necessary works.
- 6.3.5 In the case referred to in point 6.3.4 the Operator shall inform the Participants of the change in the parameters of the Slot or Terminal<sub>FSRU</sub> and shall conduct the allocation process of Regasification Services<sub>FSRU</sub> on the basis of the originally submitted Offers without resubmission requirement, to which the Participants agree.

6.3.6 Changes to the parameters of the Slot and the Terminal<sub>FSRU</sub> may include adjustments to the duration of the Slot and the regasification capacity, in the following variants:

6.3.6.1 43 Slots – Slot duration: 8 days, regasification capacity: 546 000 m<sup>3</sup>/h,

6.3.6.2 50 Slots – Slot duration: 7 days, regasification capacity: 630 000 m<sup>3</sup>/h,

6.3.6.3 58 Slots – Slot duration: 6 days, regasification capacity: 783 500 m<sup>3</sup>/h.

The final scope of changes to the Slot parameters will depend on the interest expressed by participants, the technical capabilities of the system, and the results of the economic analysis.

## 6.4 SERVICES OFFERED UNDER THE PROCEDURE

6.4.1 Under the Procedure, Participants will be eligible for Regasification Services<sub>FSRU</sub> for a period of between five (5) and fifteen (15) Gas Years within the allocated Slots; with up to a maximum of 39 (thirty-nine) Slots in each Gas Year (or proportionally less if periods of less than a full Gas Year are made available by the Operator under the Procedure).

6.4.2 The provision of the Regasification Services<sub>FSRU</sub>, subject to a positive Final Investment Decision taken by GAZ-SYSTEM S.A. and the completion of the Investment Project within the assumed timeframe, will take place on 1 January 2030.

6.4.3 In the event that the Investment Project is completed at an earlier date, and it is therefore possible to offer the Regasification Services<sub>FSRU</sub> before the date specified in point 6.4.2, then GAZ-SYSTEM S.A. will propose to the Terminal User<sub>FSRU</sub> who has concluded the Regasification Agreement<sub>FSRU</sub> and the Regasification Order<sub>FSRU</sub> covering the Regasification Services<sub>FSRU</sub> provided as of the specified date, an earlier commencement of the provision of the Regasification Services<sub>FSRU</sub> and a corresponding earlier termination date for the provision of Regasification Services<sub>FSRU</sub>. In the event that the Terminal User<sub>FSRU</sub> agrees to the aforementioned modification of the period of provision of Regasification Services<sub>FSRU</sub>, the Parties shall conclude an annex to the Regasification Order<sub>FSRU</sub>.

## 7. SCHEDULE OF THE PROCEDURE

7.1 The Schedule of the procedure is presented in Table 1.

Table 1

PHASE OF THE OPEN SEASON PROCEDURE	ANTICIPATED TIMING
Registration	Four (4) weeks following the launch of the Procedure
Offer submission deadline	Four (4) weeks following the end of Registration
Announcement of allocation results	Two (2) weeks following expiry of the Offer submission deadline
Conclusion of Regasification Agreement <sub>FSRU</sub> Regasification Order <sub>FSRU</sub> and Slot Sharing Agreement by the Participants	Ten (10) Business Days after the receipt from GAZ-SYSTEM S.A. of the Regasification Agreement <sub>FSRU</sub> , the Regasification Order <sub>FSRU</sub> and the Slot Sharing Agreement by the Participant.

## 7.2 Changes to the Schedule

- 7.2.1 GAZ-SYSTEM S.A. reserves the right to extend any deadline set out in the Schedule, for any reason, up to five (5) Business Days prior to its expiry, unless Participants agree to a shorter period.
- 7.2.2 Notwithstanding the foregoing, GAZ-SYSTEM S.A. may extend the deadline at any time prior to the expiry of the applicable deadline in the event of extraordinary circumstances such as Force Majeure, power outage, failure of the GAZ-SYSTEM S.A. website, etc. The extension of the deadline referred to above may not exceed three (3) months.
- 7.2.3 Information on any change of date will be published immediately in accordance with point 16.3. In addition, Participants will be informed of the change to the Schedule by a separate communication sent by email to the email address provided in the Registration Form.

## Part II - Submission of offers and binding allocation

### INTRODUCTION TO THE PROCEDURE

The purpose of the Procedure is to obtain binding Offers from the Participants for booking of Regasification Services<sub>FSRU</sub> at the Terminal<sub>FSRU</sub>, to allow GAZ-SYSTEM S.A. to make a positive Final Investment Decision, i.e. a decision on the Investment Project implementation.

The allocation of Regasification Services<sub>FSRU</sub> will be based on the Offers submitted under the Procedure.

Once all the Offers have been received under the Procedure, GAZ-SYSTEM S.A. will assess whether the level of the Regasification Services<sub>FSRU</sub> allocated under the Procedure to the Participants who submitted Offers is sufficient to proceed with the implementation of the Investment Project. A positive evaluation will be equivalent to the allocation of Regasification Services<sub>FSRU</sub> to Participants in accordance with the results of the allocation process and the conclusion of Regasification Agreements<sub>FSRU</sub>, Regasification Orders<sub>FSRU</sub> and Slot Sharing Agreement. The level of Regasification Services<sub>FSRU</sub> required for the Investment Project will be equal to a minimum of 50% of all Slots made available under the Procedure throughout the period of provision of Regasification Services<sub>FSRU</sub>. If the level of the Regasification Services<sub>FSRU</sub> allocated to the Participants who submitted Offers in the Procedure as a result of the allocation process is lower than specified in the preceding sentence, GAZ-SYSTEM S.A. will be authorised to abandon the Investment Project and terminate the Procedure. If GAZ-SYSTEM S.A. does not make such a decision despite the fact that the level of Regasification Services<sub>FSRU</sub> allocated to Participants who submitted Offers in the Procedure will be lower than 50% of all Slots made available under the Procedure throughout the entire period of providing Regasification Services<sub>FSRU</sub>, the Participants shall have the right to withdraw from the Procedure and resign from concluding the Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and Slot Sharing Agreement within five (5) Business Days of the date of informing the Participants that GAZ-SYSTEM S.A. has not decided to abandon the Investment Project.

If, within this period, any of the Participants notifies GAZ-SYSTEM S.A. of their withdrawal from the Procedure, GAZ-SYSTEM S.A. shall be authorised to decide to withdraw from the Investment and terminate the Procedure, of which it shall immediately inform the Participants.

Subject to situations in which, in accordance with the above paragraph, GAZ-SYSTEM S.A. decides to abandon the Investment Project and terminate the Procedure, the Participants that will be allocated

Regasification Services<sub>FSRU</sub> as a result of the allocation process will be obliged to conclude with GAZ-SYSTEM S.A. the Regasification Agreements<sub>FSRU</sub>, the Regasification Orders<sub>FSRU</sub> and the Slot Sharing Agreement governing their use of the Regasification Services<sub>FSRU</sub>. The drafts of the Regasification Agreement<sub>FSRU</sub>, the Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement are attached as appendices to these General Implementation Conditions.

In parallel to the implementation of the Procedure, GAZ-SYSTEM S.A. will take measures to prepare for the implementation of the Investment Project. Upon the completion of the Procedure, GAZ-SYSTEM S.A. will take the Final Investment Decision. A positive Final Investment Decision shall serve as the basis to proceed with the commencement of the Investment Project implementation phase. In the event of a negative Final Investment Decision, GAZ-SYSTEM S.A. will abandon the Investment Project and withdraw from the concluded Regasification Agreements<sub>FSRU</sub>, Regasification Orders<sub>FSRU</sub> and the Slot Sharing Agreement.

The commencement of the provision of Regasification Services<sub>FSRU</sub> under the Regasification Agreements<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement entered into under the Procedure will be subject to the fulfilment of further prerequisites set out in those agreements.

GAZ-SYSTEM S.A. further informs that, in accordance with the Energy Law, it has the right to refuse to provide Regasification Services<sub>FSRU</sub> if the LNG would be supplied from the gas system of another state which has not imposed an obligation to provide such services on Third-Party Access basis on the undertakings operating in that state.

## 8. REGISTRATION

### 8.1 REGISTRATION FORM SUBMISSION

- 8.1.1 In order to participate in the Procedure, the interested entity will have to be registered as a Participant by GAZ-SYSTEM S.A. as a result of submitting a correctly filled in and complete Registration Form, the template of which is provided in Appendix No. 1.
- 8.1.2 The deadlines for the submission of Registration Forms to participate in the Procedure, including any required documents, are set out in the Schedule.
- 8.1.3 Applicants interested in participating in the Procedure should, by the date specified in the Schedule, submit to GAZ-SYSTEM S.A., at the following address:

ul. Mszczonowska 4, bldg. A, 02-337 Warszawa,

a duly completed Registration Form, together with the documents indicated in point 8.1.4, in writing and, by the same deadline, send a scan of the submitted documents by e-mail to: [openseason@gaz-system.pl](mailto:openseason@gaz-system.pl).

Applicants interested in participating in the Procedure may alternatively send the completed Registration Form together with the documents indicated in 8.1.6 to: [openseason@gaz-system.pl](mailto:openseason@gaz-system.pl) in an electronic form signed with a qualified electronic signature by the deadline specified in the Schedule.

- 8.1.4 Together with the Registration Form, the Applicant should submit:

8.1.4.1 documents confirming the legal form of the business, including in particular a certificate of entry in the Central Register and Information on Economic Activity (CEIDG) or a valid copy of the entry in the National Court Register (KRS) or a computer printout of information on the entry in the KRS, and in the case of an Applicant not having its registered office in the territory of the Republic of Poland – a valid copy from the applicable business registry,

issued no earlier than three (3) months before the date of submission of the Registration Form, in accordance with the rules laid down in the applicable regulations of the country of the Applicant's registered office;

- 8.1.4.2 signed by persons authorised to represent the Applicant in accordance with the documents referred to in point 8.1.4.1 or point 8.1.4.3., a statement whether the Applicant, together with another Applicant or an entity intending - to the best of its knowledge - to participate in the Procedure, are members of a corporate group within the meaning of the Act of 16 February 2007 on competition and consumer protection (consolidated text: JoL of 2025 item 1714 as amended), i.e. a group that includes all entrepreneurs who are directly or indirectly controlled by one entrepreneur, including that entrepreneur and whether the Applicant is, together with another Applicant or entity, to the best of its knowledge, intending to participate in the Procedure, under joint control within the meaning of Article 3(35) of the Accounting Act of 29 September 1994 (consolidated text in Journal of Laws of 2023, item 120, as amended), e.g. in a situation whereby a partner of a jointly controlled entity is able, on an equal footing with other partners, and on the terms stipulated in the agreement concluded between those partners, or in the articles of association or the statutes, to direct the financial and operational policy of that entity in order to jointly achieve economic benefits from its operations, a template of which is provided in Appendix 9;
- 8.1.4.3 if the Registration Form is not signed by persons authorised to represent the Applicant in accordance with the documents referred to in point 8.1.4.1, original or certified in accordance with point 8.1.4.13 (accompanied by an apostille where applicable) a copy of the power of attorney granted to the person signing the Registration Form or other document confirming the authorisation of the person signing the Registration Form to represent the Applicant, containing the powers to sign the Registration Form and all related documents on behalf of the Applicant and to incur liabilities on behalf of the Applicant;
- 8.1.4.4 a copy of the framework transmission agreement concluded with GAZ-SYSTEM S.A. framework transmission contract with a statement by the Applicant that it will maintain the framework transmission contract in force for the entire duration of the Procedure, or an application to conclude a framework transmission contract with GAZ-SYSTEM S.A. and a statement that the Applicant will conclude and maintain the framework transmission contract in full force and effect for the entire duration of the Procedure; a template of which is provided in Appendix 9;
- 8.1.4.5 a licence/concession, a promise of concession or a statement that a concession will be presented thirty (30) days prior to the commencement of the provision of Regasification Services<sub>FSRU</sub> or a statement that the activities performed by the Applicant do not require a license/concession, signed by the board of directors (authorized representatives) of the Applicant, provided that the Operator shall inform PURE of the submission of such a statement by the Applicant upon receipt of a decision on designation as the operator of the Terminal<sub>FSRU</sub>, a template of which is provided in Appendix 9;
- 8.1.4.6 a document confirming that the Applicant has been assigned a tax identification number (NIP) for purposes of value added tax or an equivalent identification number required for entities based in another state, if this information is not apparent from the content of the document referred to in point 8.1.4.1;
- 8.1.4.7 a certificate confirming the assignment of a REGON - company statistical number (for Applicants pursuing business in Poland), if this information is not apparent from the content of the document referred to in point 8.1.4.1;

- 8.1.4.8 signed by persons authorised to represent the Applicant in accordance with the documents referred to in point 8.1.4.1 or point 8.1.4.3, a statement as to whether: (i) any bankruptcy, restructuring or liquidation proceedings are pending against the Applicant; (ii) any actions have been taken against the Applicant with a view to declaring the Applicant bankrupt or opening restructuring or liquidation proceedings against the Applicant, in particular whether any restructuring or bankruptcy petition has been filed against the Applicant; (iii) any proceedings are pending against the Applicant for the establishment of compulsory administration, as well as whether the Applicant's assets have been sequestered in any way, e.g. by the appointment of a trustee - temporary court supervisor or temporary administrator. In the case of an Applicant not having its registered office in the territory of the Republic of Poland, the statement should specify whether similar proceedings are pending against it or whether similar measures have been undertaken in accordance with the provisions in force in the jurisdiction of the Applicant's registered office, a template of which is provided in Appendix 9;
- 8.1.4.9 signed by persons authorised to represent the Applicant in accordance with the documents referred to in point 8.1.4.1 or point 8.1.4.3, a statement that the Applicant will have sufficient financial resources to fulfil the obligations arising from participation in the Procedure, and that those resources are not derived from undisclosed or illegal sources within the meaning of the Act of 1 March 2018 on counteracting money laundering and terrorist financing (consolidated text Journal of Laws of 2025, item 644, as amended), a template of which is provided in Appendix 9;
- 8.1.4.10 signed by persons authorised to represent the Applicant in accordance with the documents referred to in point 8.1.4.1 or point 8.1.4.3, a statement that the Applicant, other members of the corporate group of which the Applicant is a member, and the beneficial owner referred to in point 8.1.4.11 are not on the list of entities and persons subject to sanctions, a template of which is provided in Appendix 9;
- 8.1.4.11 an extract from the Central Register of Beneficial Owners relating to the Applicant, and in the case of an Applicant not having its registered office in the Republic of Poland – a current extract issued no earlier than three (3) months prior to the date of submission of the Registration Form, a copy from the relevant register of beneficial owners obtained in accordance with the rules laid down in the regulations of the country where the Applicant has its registered office or, if there is no equivalent register in the country where the Applicant has its registered office, signed by persons authorised to represent the Applicant in accordance with the documents referred to in point 8.1.4.1 or point 8.1.4.3, a statement on the Applicant's beneficial owner within the meaning of the Act of 1 March 2018 on counteracting money laundering and terrorist financing (consolidated text: Journal of Laws of 2025, item 644, as amended), a template of which is provided in Appendix 9;
- 8.1.4.12 signed by persons authorised to represent the Applicant in accordance with the documents referred to in point 8.1.4.1 or point 8.1.4.3, a statement whether the beneficial owner indicated in the documents specified in point 8.1.4.11 is a person holding a prominent political position within the meaning of the Act of 1 March 2018 on counteracting money laundering and terrorist financing (consolidated text: Journal of Laws of 2025, item 644, as amended), a template of which is provided in Appendix 9;
- 8.1.4.13 signed by persons authorised to represent the Applicant in accordance with the documents referred to in point 8.1.4.1 or point 8.1.4.3 a document presenting the ownership structure of the Applicant with capital and personal

links certifying direct or indirect ownership or control or influence over the Applicant.

- 8.1.5 The Documents indicated in point 8.1.4.1 - 8.1.4.13 may be submitted in the original or as a copy certified as a true by the Applicant (in accordance with the rules of representation) or by the person authorised to sign the Registration Form and all related documents on behalf of the Applicant indicated in the documents set out in point 8.1.4.3 or an attorney or a barrister. If the Registration Form or the Offer is submitted electronically, documents or statements that were not originally prepared in the form of an electronic document must be submitted in an electronic copy of the document (scan) bearing the qualified electronic signature of the Applicant or of the person authorised to sign the Registration Form and all related documents on behalf of the Applicant indicated in the documents set out in point 8.1.4.3 or an attorney or a barrister. Placing such a signature is equivalent to certifying an electronic copy of the document or declaring it to be true to the original.
- 8.1.6 All documents, letters and statements attached to the Registration Form should be submitted to GAZ-SYSTEM S.A. in the Polish language. For documents drawn up in any other language than Polish, a sworn/certified translation into Polish shall be provided.
- 8.1.7 By signing the Registration Form, the Applicant agrees to comply with and accept the terms and conditions of participation in the Procedure, in particular the rules:
- 8.1.7.1 specified in the Procedure;
  - 8.1.7.2 regarding the GAZ-SYSTEM S.A.'s amendments to the documentation constituting the basis for the performance of the Procedure, in particular the amendments to the Terminal Code<sub>FSRU</sub> and the Regasification Agreement<sub>FSRU</sub>, the Regasification Order<sub>FSRU</sub>, Slot Sharing Agreement and the attachments thereto, within the scope specified therein;
  - 8.1.7.3 of confidentiality;
  - 8.1.7.4 of personal data processing;
  - 8.1.7.5 of regasification capacity allocation;
  - 8.1.7.6 of conclusion of Regasification Agreement<sub>FSRU</sub>, the Regasification Order<sub>FSRU</sub>, Slot Sharing Agreement and their provisions.
- 8.1.8 Registration Forms with accompanying documents not submitted in accordance with point 8.1.3, point 8.1.4.13 and point 8.1.6, by the date indicated in the Schedule, will be rejected. Whenever the General Implementation Conditions refer to the rejection of a Registration Form, such form shall be deemed not to have been duly submitted.
- 8.1.9 GAZ-SYSTEM S.A. may reject the Registration Form of an Applicant against whom: (i) any bankruptcy, restructuring or liquidation proceedings are pending against the Applicant; (ii) any actions have been taken against the Applicant with a view to declaring the Applicant bankrupt or opening restructuring or liquidation proceedings against the Applicant, in particular whether any restructuring or bankruptcy petition has been filed against the Applicant; (iii) any proceedings are pending against the Applicant for the establishment of compulsory administration, as well as whether the Applicant's assets have been sequestered in any way, e.g. by the appointment of a trustee - temporary court supervisor or temporary administrator. GAZ-SYSTEM S.A. may reject the Registration Form of an Applicant who does not have a registered office in the territory of the Republic of Poland in the event that analogous proceedings are pending against it or analogous actions have been taken in accordance with the regulations applicable to the Applicant's registered office (jurisdiction) or other regulations applicable thereto.

- 8.1.10 Within five (5) Business Days of receipt of the Registration Form, GAZ-SYSTEM S.A. will assess the documents submitted by the Applicant for their compliance with the provisions of points 8.1.1 – 8.1.6. In the event that the Registration Form or any of the documents submitted with the Registration Form is incomplete or incorrect or raises other doubts, GAZ-SYSTEM S.A. shall request the Applicant to supplement or correct such document or provide clarification within three (3) Business Days. Failure to complete or correct or to provide sufficient explanations within the prescribed time limit shall result in the rejection of the Registration Form in question by GAZ-SYSTEM S.A. Provisions of point 8.1.3 and point 8.1.4.13 shall apply accordingly.
- 8.1.11 GAZ-SYSTEM S.A. shall send a confirmation of the receipt of the Registration Form to the e-mail address indicated by the Applicant in the Registration Form. Within five (5) Business Days from the date of receipt of a correctly completed Registration Form to which the required documents have been attached, GAZ-SYSTEM S.A. will either register the given Applicant as a Participant or reject the Registration Form on account of the provisions of points 8.1.7 - 8.1.10, of which it will inform the Applicant by e-mail to the e-mail address indicated in the Registration Form and providing the grounds for rejection.
- 8.1.12 Where the Applicant's statements referred to in point 8.1.4.2 or 8.1.4.8 – point 8.1.4.13 prove to be false, GAZ-SYSTEM S.A. may exclude it from the Procedure at any stage. In a situation where a Regasification Agreement<sub>FSRU</sub> or a Regasification Order<sub>FSRU</sub> or a Slot Sharing Agreement has been concluded with a Participant whose declaration referred to in point 8.1.4.2 or in point 8.1.4.8 – point 8.1.4.13, proves to be false, GAZ-SYSTEM S.A. may, within thirty (30) days from the date on which GAZ-SYSTEM S.A. became aware of such information, withdraw from the Regasification Agreement<sub>FSRU</sub> or Regasification Order<sub>FSRU</sub> concluded with the Participant whose declaration proved to be false. If GAZ-SYSTEM S.A. exercises its right of withdrawal, the Participant in respect of whom this right has been exercised shall cease to be a party to or the Slot Sharing Agreement, which shall expire in respect of that Participant on the date of receipt of a statement from GAZ-SYSTEM S.A. on the exercise of the right of withdrawal. In such a case, the Slot Sharing Agreement between the Operator and the other Participants shall remain in force and effect. GAZ-SYSTEM S.A. may demand reimbursement of costs specified in the Regasification Order<sub>FSRU</sub>. The right to withdraw from the Regasification Agreement<sub>FSRU</sub> or the Regasification Order<sub>FSRU</sub> or the Slot Sharing Agreement may be exercised by GAZ-SYSTEM S.A. until 31 December 2044.
- 8.1.13 GAZ-SYSTEM S.A. may exclude a Participant from the Procedure at any stage of the proceedings if legal regulations applicable thereto render the conclusion of an effective Regasification Agreement<sub>FSRU</sub> or a Regasification Order<sub>FSRU</sub> or a Slot Sharing Agreement impossible on the terms and conditions specified in the Procedure or Terminal Code<sub>FSRU</sub>, of which GAZ-SYSTEM S.A. shall inform the Participant providing the reasons for exclusion. In such a case, GAZ-SYSTEM S.A. and the excluded Participant shall not bear the costs that the General Implementation Conditions imply for the failure to conclude, respectively, the Regasification Agreement<sub>FSRU</sub> or a Regasification Order<sub>FSRU</sub> or a Slot Sharing Agreement, irrespective of the stage of the Procedure at which the exclusion occurred, unless the legal regulations referred to in the preceding sentence provide otherwise. If an excluded Participant has submitted an Offer, it shall be deemed rejected, and if a Regasification Agreement<sub>FSRU</sub> or a Regasification Order<sub>FSRU</sub> or a Slot Sharing Agreement has been concluded with that Participant, these agreements shall expire on the date on which GAZ-SYSTEM S.A. informs the Participant of the reason for exclusion. Provisions of point 12.2.4 shall apply accordingly.

## **9. OFFER SUBMISSION**

- 9.1 Participants interested in submitting an Offer should follow the procedure below:

within the time limit specified in the Schedule, submit an Offer to GAZ-SYSTEM S.A. using the form provided in Appendix 2 to these General Implementation Conditions, in hardcopy, to the following address:

*ul. Mszczonowska 4, bldg. A, 02-337 Warszawa*

along with the copy (scan) of the completed Offer forwarded to the following e-mail address: [openseason@gaz-system.pl](mailto:openseason@gaz-system.pl) within the same deadline.

Participants interested in submitting an Offer alternatively may, within the time limit specified in the Schedule, send an Offer using the form attached as Appendix 2 to these General Implementation Conditions in electronic form, signed with a qualified electronic signature, to the following address: [openseason@gaz-system.pl](mailto:openseason@gaz-system.pl).

- 9.2 The provisions contained in point 8.1.5 and 8.1.6 shall apply accordingly.
- 9.3 The Offer must be accompanied by confirmation that the financial security referred to in Section 10.
- 9.4 It is prohibited submit an Offer by several Participants being affiliated to the same corporate group, within the meaning of the Act of 16 February 2007 on competition and consumer protection (consolidated text in: Journal of Laws 2025 item 1714 as amended) or Participants who are under joint control within the meaning of Article 3(35) of the Accounting Act of 29 September 1994 (consolidated text in: Journal of Laws of Laws of 2023, item 120 as amended). Such an Offers shall be rejected.
- 9.5 Only an Offer submitted in accordance with the requirements set out in point 9.1-9.4, signed by persons authorised to represent the Participant, will have the effects referred to in points 9.6 - 9.7. The right of the persons signing the Offer to represent the Participant, in particular the authority to submit the Offer for and on behalf of the Participant, must be demonstrated by attaching an extract from the relevant register, a power of attorney or any other document demonstrating the relevant authority, unless the right to represent the Participant by the person who signed the Offer has been demonstrated at registration.
- 9.6 By submitting an Offer, the Participant undertakes to enter into a Regasification Agreement<sub>FSRU</sub>, place a Regasification Order<sub>FSRU</sub> covering the use of the Regasification Services<sub>FSRU</sub> with the parameters specified in the Offer, subject to any changes resulting from the allocation procedure regulated in these General Implementation Conditions, and to enter into a Slot Sharing Agreement.
- 9.7 The Offer shall include in particular:
- 9.7.1 an order for the provision of the Regasification Services<sub>FSRU</sub> for a number of Gas Years equal to at least five (5) and no more than fifteen (15) counting from the date to be determined by GAZ-SYSTEM S.A. in accordance with the provisions of point 6.4.2. The Offer shall include:
- 9.7.1.1 an order for the number of Slots (an order for a Slot is equivalent to an order for Contracted Capacity for the Slot period, the implementation of which is subject to an appropriate distribution among Terminal Users<sub>FSRU</sub> resulting from Slot Sharing), not less than four (4) Slots for each Gas Year, within which GAZ-SYSTEM S.A. provides Regasification Services<sub>FSRU</sub>, and a maximum of thirty-nine (39) Slots for each Gas Year or proportionally less, if the Operator makes available periods shorter than a full Gas Year under the Procedure, for each Gas Year of validity of the Regasification Order<sub>FSRU</sub>, in which the Participant intends to deliver LNG to the Terminal<sub>FSRU</sub>, whereby:
- (a) the discharged LNG Quantity within one (1) Slot shall not exceed 1,166,878,800 kWh or 180 000 m<sup>3</sup> LNG;

- (b) the duration of one Slot is 9 (nine) Gas Days, with regasification maintained within the range between the Minimum Regasification Capacity (min. 670,620 kWh/h or 60,000 Nm<sup>3</sup>/h) and the Contracted Capacity (up to 5,996,460 kWh/h or 536,500 Nm<sup>3</sup>/h subject to point 6.2.1 and in accordance with the Slot Sharing rules) and the In-Process Storage Programme;
  - (c) the difference in the number of Slots ordered in the Offer between consecutive Gas Years may not exceed 15% rounded up to whole Slots;
- 9.7.1.2 an obligation that the quality parameters of the LNG to which the order relates will be in accordance with the Terminal Code<sub>FSRU</sub> in respect of the Terminal<sub>FSRU</sub> to the extent covered by FSRU 2 Open Season;
- 9.7.1.3 a declaration of consent to reduce its order in terms of the number of Slots to either 13 or 19 Slots due to the need to make an allocation as referred to in Section 11 in the situations indicated therein;
- 9.7.1.4 the minimum order level in terms of the number of Slots in each Gas Year of the validity of the Regasification Order<sub>FSRU</sub> that the Participant accepts in the event of a reduction of its order due to the need to make an allocation referred to in Section 11, bearing in mind that in the event that there is a reduction to:
  - (a) 19 Slots in accordance with point 11.3.1 - the Terminal User<sub>FSRU</sub> can specify no more than 19 Slots as the minimum order;
  - (b) 13 Slots in accordance with point 11.4 - the Terminal User<sub>FSRU</sub> can specify no more than 13 Slots as the minimum order.
- 9.8 An Offer that has not been submitted in accordance with point 9.1, by the date specified in the Schedule, or has been incorrectly (e.g. inaccurately or incompletely) completed, in particular not in accordance with the provisions of point 9.1 or contains data that is contrary to the provisions of point 9.7, or is not accompanied by confirmation of establishing the financial security referred to in point 9.3, will be rejected, subject to the provisions of point 9.9. Whenever these General Implementation Conditions refer to the rejection of an Offer, such Offer shall be deemed not to have been duly submitted.
- 9.9 GAZ-SYSTEM S.A. shall send a confirmation of the receipt of the Offer to the e-mail address indicated by the Participant in the Registration Form. If the Offer contains deficiencies or errors, in particular if not all the necessary information is indicated or if the confirmation of the establishment of the financial security referred to in Section 10 is not attached, GAZ-SYSTEM S.A. will call upon the given Participant to supplement the deficiencies within three (3) Business Days of the receipt of the call. The deficiencies shall be deemed to have been remedied if the response to the call by GAZ-SYSTEM S.A. is received in the forms specified in point 9.1 by the deadline indicated above and contains all the information and documents requested to be supplemented. Otherwise, GAZ-SYSTEM S.A. shall reject the Offer. The provisions contained in point 8.1.5 and point 8.1.6 shall apply respectively.
- 9.10 A Participant may submit a new Offer to the date specified in the Schedule as the deadline for submission of Offers. The new Offer shall replace the previous Offer, and all information contained in the previous Offer will be ignored. The new Offer should comply with the requirements referred to in points 9.1 - 9.7.
- 9.11 The Participant shall remain bound by the Offer until the date of completion of the Procedure by GAZ-SYSTEM S.A. and the signing of the Regasification Agreement<sub>FSRU</sub>, the Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement, but no longer than until 31 July 2026. In the event of GAZ-SYSTEM S.A. abandoning the Investment Project for reasons other than those specified in point 12.1.4 or 12.3.2, i.e. in the case specified in point 17.7, the Operator shall reimburse the

Participant concerned for the costs incurred by it in maintaining the bank guarantee submitted as part of its participation in the Procedure, but not more than PLN 300,000 net per year, in proportion to the time during which the bank guarantee was maintained in a given year. For the avoidance of doubt, the Participant shall not be entitled to reimbursement of the costs of maintaining the financial security in the form of a deposit or in the form of a parent company guarantee, in the case set out in point 10.4.

## 10. FINANCIAL SECURITY

- 10.1 Subject to the provisions of point 10.8, the condition for participation in the Procedure and the conclusion of the Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> or Slot Sharing Agreement is the submission and maintenance of a financial security, on the terms, in the form and in the amount set out in these General Implementation Conditions. The conclusion of the Slot Sharing Agreement shall be conditional on the submission of a performance bond for the Slot Sharing Agreement corresponding to the terms and conditions set out therein.
- 10.2 The amount of the financial security required by the Operator shall be equal to the value of the Participant's Regasification<sub>FSRU</sub> Services covered by the Participant's Offer for the period of one (1) Gas Year in which the value of such Regasification Services<sub>FSRU</sub>, determined on the basis of the indicative tariff rates for the use of Regasification<sub>FSRU</sub> Services referred to in the tariff calculator constituting Appendix No. 6 as of the date of commencement of the Procedure, is the highest. The financial security should be issued in PLN or EUR, with the value of the financial security issued in EUR being determined on the basis of the EUR exchange rate indicated in the table of average exchange rates published by the National Bank of Poland as of the date preceding the establishment of the financial security.
- 10.3 Subject to the situation set out in point 10.6, the financial security should be made in the form of transferable, unconditional and payable on first demand:
- 10.3.1 bank guarantee, the template of which is provided in Appendix No. 4 to these General Implementation Conditions, or another, substantially consistent with that template, provided that GAZ-SYSTEM S.A. has previously accepted the content of the bank guarantee deviating from the specimen, or
- 10.3.2 a guarantee issued by a parent undertaking within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection (consolidated text in: Journal of Laws 2025, item 1714, as amended), the template of which is provided in Appendix 4, or another, essentially consistent with this template, provided that GAZ-SYSTEM S.A. has previously accepted the content of the guarantee deviating from the template.
- 10.4 The bank guarantee or the Parent Company guarantee shall be issued by a bank or an entity established in the territory of a Member State of the European Union or an EFTA State party to the Agreement which is not covered by the laws in force, including the laws of the European Union issued having regard to Article 215 of the Treaty on the Functioning of the European Union (O.J.L. EU C 326/47 of 26.10.2012), restrictive measures in the field of financial, banking or investment services, including assistance in the issue or any other activities related to transferable securities and money market instruments, or any international sanctions, or is not an entrepreneur associated with an entity subject to such sanctions, having a current rating not lower than Baa2, BBB, BBB respectively from Moody's (*LT Rating*), Standard & Poor's (*LT Issuer Rating*) or Fitch (*LT Rating IDR*). Where a bank or an entity has received a rating from more than one rating agency, the lowest rating shall apply. The bank guarantee or the Parent Company guarantee shall be drawn up and construed in accordance with Polish law. If the bank guarantee or parent company guarantee is not issued in Polish, it shall be submitted to GAZ-SYSTEM S.A. together with a certified translation into Polish. The Guarantee shall be valid for the entire term of the Regasification Order<sub>FSRU</sub> and until the date when six (6) months have elapsed from the expiry of the Regasification Order<sub>FSRU</sub>. In the event that a Participant provides security for a shorter period, the Participant shall, at least thirty (30) days prior to the expiry of the period of validity of the relevant guarantee, a new bank or parent company guarantee

meeting the requirements set out in this point shall be provided, but the guarantee shall not be issued for a period of less than one (1) year. In the event of failure to submit a new bank guarantee or parent company guarantee by the indicated deadline, GAZ-SYSTEM S.A. is entitled to draw on the existing guarantee and the amount received shall constitute financial security in the form of an interest-free deposit. The Operator shall return the deposit to the Participant within fourteen (14) days of the submission to the Operator and acceptance by the Operator of a new bank guarantee or parent company guarantee referred to in point. The Operator may refuse to accept a guarantee from a parent company, in particular if the guarantor is an entity subject to any international sanctions or an entity affiliated with an entity subject to such sanctions. In such a case, the Participant shall be obliged to present a bank guarantee referred to in 10.3.1.

- 10.5 The parent company guarantee shall remain in force even if the Participant ceases to be an entrepreneur affiliated with that company. In such a case, the guarantor may be released from liability upon the Participant providing the Operator with a guarantee with the same content as the previous one, after prior written acceptance of the new guarantor by the Operator (whereby refusal of acceptance requires specification of the reasons), granted by the parent company in relation to the Participant or the bank guarantee referred to in point 10.3.1. The Operator may refuse to accept a new guarantor, in particular if the new guarantor does not meet the conditions referred to in point 10.4. In such a case, the Participant shall be obliged to present a bank guarantee referred to in 10.3.1.
- 10.6 Within six (6) months of the submission of the Offer, the financial security referred to in 10.3 may be held as an interest-free deposit in the Operator's bank account No. PL 94 1140 1977 0000 5803 0100 1031. Within thirty (30) days prior to this date, the Participant shall submit to the Operator a financial security in the form referred to in point 10.3. The Operator shall return the deposit to the Participant within fourteen (14) days of the submission to the Operator and acceptance by the Operator of a bank guarantee or parent company guarantee referred to in point 10.3.
- 10.7 Along with the provision of the bank guarantee to the Operator, the Participant is also required to provide a document confirming the cost of establishing such a guarantee. Otherwise, the Participant shall not be entitled to receive reimbursement of the costs of maintaining the bank guarantee submitted under the Procedure in the cases set out in the General Implementation Conditions.
- 10.8 If the Participant's current rating is at least Baa2, BBB, BBB, respectively, from Moody's (LT Rating), Standard & Poor's (LT Issuer Rating) or Fitch (LT Rating IDR), the security referred to in 10.3 is not required. If a given Participant received a rating from more than one rating agency, the lowest rating shall apply.
- 10.9 If at any time the Participant loses the rating referred to in point 10.8, the Participant shall be obliged to provide the financial security referred to in point 10.3 within thirty (30) days of the Participant losing the minimum rating.
- 10.10 In the event of a Participant's failure to fulfil its obligations under the General Implementation Conditions, the Regasification Agreement<sub>FSRU</sub> or the Regasification Order<sub>FSRU</sub>, in particular in the event of:
  - 10.10.1 the Participant's failure to conclude a Regasification Agreement<sub>FSRU</sub> or place the Regasification Order<sub>FSRU</sub> or conclude a Slot Sharing Agreement in accordance with the provisions of points 12.2.3 - 12.2.4,
  - 10.10.2 failure to fulfil obligations in accordance with the provisions of the Regasification Agreement<sub>FSRU</sub> or place the Regasification Order<sub>FSRU</sub>,
  - 10.10.3 termination by the Participant of the Regasification Agreement<sub>FSRU</sub> or Regasification Order<sub>FSRU</sub> or a Slot Sharing Agreement in breach of the provisions thereof,

GAZ-SYSTEM S.A. shall be entitled to claim from the Participant, and the Participant shall pay the costs incurred by GAZ-SYSTEM S.A. for the implementation of the Investment Project, including:

- 10.10.4 the costs of Investment Project implementation in accordance with the provisions of the Regasification<sub>FSRU</sub> Order including but not limited to the costs of construction work excluding the costs of designing the Investment Project and the costs associated with the procedure of acquiring the FSRU, including the costs of consultants,
- 10.10.5 the costs of maintaining bank guarantees submitted by other Participants under the Procedure, which GAZ-SYSTEM S.A. was obliged to reimburse in accordance with the provisions of the General Implementation Conditions,

and to use the financial security, including the bank guarantee, the parent company guarantee and the security deposits established in accordance with point 10 in full amount.

10.11 The financial security shall be returned to the Participant within fourteen (14) Business Days in the following cases:

10.11.1 GAZ-SYSTEM S.A., in accordance with the provisions of points 12.1.4 Or 12.2.4, decides to abandon the Investment Project and terminate the Procedure without concluding the Regasification Agreement<sub>FSRU</sub> or Regasification Order<sub>FSRU</sub> or a Slot Sharing Agreement, provided that the financial security is not used by GAZ-SYSTEM S.A. to cover the claims against the Participant referred to in point 10.10, who has not entered into a Regasification Agreement<sub>FSRU</sub> or Regasification Order<sub>FSRU</sub> or a Slot Sharing Agreement,

10.11.2 as a result of the allocation procedure under the Procedure, the Participant shall not be allocated Regasification Services<sub>FSRU</sub>,

10.11.3 GAZ-SYSTEM S.A. decides to abandon the Procedure, in accordance with points 12.1.4, 12.3.1 or 17.7,

10.11.4 in accordance with the provisions of the Regasification Agreement<sub>FSRU</sub> or Regasification Order<sub>FSRU</sub>.

10.12 Detailed provisions concerning the obligations relating to the provision of financial security after the conclusion of the Regasification Agreement<sub>FSRU</sub> or Regasification Order<sub>FSRU</sub> or a Slot Sharing Agreement have been included in the content of the Regasification Agreement<sub>FSRU</sub> or Regasification Order<sub>FSRU</sub> or a Slot Sharing Agreement, respectively.

10.13 The amount of the bank guarantee or parent company guarantee may be subject to update in cases indicated in the Regasification Agreement<sub>FSRU</sub> or Regasification Order<sub>FSRU</sub>.

## **11. ALLOCATION OF REGASIFICATION SERVICES<sub>FSRU</sub> AT THE TERMINAL<sub>FSRU</sub>**

11.1 GAZ-SYSTEM S.A. shall analyse the Offers received in the Procedure, taking into account only correctly submitted and complete Offers that meet the requirements set out in Section 9.

11.2 If the sum of the number of Slots requested in the Offers submitted is less or equal to the number of Slots made available under this Procedure, i.e. 39 (thirty-nine) for a Gas Year (or proportionally less in the case of shorter periods made available under the Procedure – in particular, this means a maximum of 19 (nineteen) Slots in the case of a six-month period), then each Participant, as a result of the allocation process in a given Gas Year, will be allocated Regasification Services<sub>FSRU</sub> at the level it requested in its submitted Offer.

11.3 If the sum of the number of Slots requested in the submitted Offers for a given Gas Year exceeds the number of Slots made available under this Procedure for that Gas Year (cf. point 11.2), but

does not exceed twice the number of Slots made available under this Procedure for that Gas Year, then the following allocation rules shall apply:

- 11.3.1 The number of Slots allocated to one Participant may not exceed 19 Slots. If the number of Slots indicated in the Offer exceeds 19, the allocation shall be reduced to no more than 19 Slots, subject to availability in a given Gas Year. The number of Slots specified in the preceding sentence in the first and last Gas Year of the provision of Regasification Services<sub>FSRU</sub> under FSRU 2 Open Season shall be reduced in those years in proportion to the Gas Months of the provision of Regasification Services<sub>FSRU</sub> in those Gas Years.
- 11.3.2 Following the reduction according to point 11.3.1 GAZ-SYSTEM shall proceed with allocation, whereby the priority in the allocation of Regasification Services<sub>FSRU</sub> for a given Gas Year will be given to Participants who have requested in their Offers the allocation of a number of Slots for a greater number of Gas Years, according to the ranking below:
  - 11.3.2.1 for 15 Gas Years – in the first place,
  - 11.3.2.2 for 10- 14 Gas Years – in the second place,
  - 11.3.2.3 for 5- 9 Gas Years – in the third place.
- 11.3.3 Slots will be allocated on a ranked order basis according to the order of the groups distinguished by the periods indicated in point 11.3.2, and then within these groups in the order set out in points 11.3.4 - 11.3.5.
- 11.3.4 The ranking of Offers covering 15 Gas Years will be determined in the following order:
  - 11.3.4.1 an Offer comprising the highest number of ordered Slots in total across all Gas Years included in the original Offer submitted;
  - 11.3.4.2 an Offer covering a greater number of Slots in the most recent Gas Year of the provision of Regasification Services<sub>FSRU</sub> or, in the event that the Offers covering the same number of Slots in that year, in the furthest Gas Year in which one of the Offers covers a greater number of Slots;
  - 11.3.4.3 In the event that the above steps fail to establish a preference within this range – preference will be given to the Offers comprising the number of Slots (determined cumulatively for all Gas Years included in the Offer) generating the highest value of future revenues for GAZ-SYSTEM S.A., discounted at the weighted average cost of capital of the Operator, calculated on the basis of indicative tariff rates published as part of the Procedure;
  - 11.3.4.4 When it is not possible to determine the ranking order of the Offers in accordance with points 11.3.4.1– 11.3.4.3, the Slots allocated to all Participants who submitted those Offers are equally reduced;
  - 11.3.4.5 When it is not possible to make an equal reduction to a full Slot, the Operator shall give priority to the Offer of one of the Participants based on the credibility of the Participant according to objective criteria, which shall include in the first instance:
    - (a) Participant's company rating – Slots are awarded first to those with the highest rating respectively from: *Moody's (LT Rating), Standard & Poor's (LT Issuer Rating) or Fitch (LT Rating IDR)*;
    - (b) if it is not possible to determine priority on the basis of point 11.3.4.5(a), Slots shall be allocated in the first place to the Participant with the best history of cooperation with GAZ-SYSTEM S.A. over the last full 5 Gas Years preceding the year of submission

of the Offer, assessed in terms of timeliness of payment and compliance with the terms of the agreements.

11.3.5 The ranking of Offers covering 10-14 Gas Years or 5-9 Gas Years will be determined, separately for each of these groups differentiated by period, and within these groups according to the following order:

- 11.3.5.1 an Offer comprising the highest number of ordered Slots in total across all Gas Years included in the Offer;
- 11.3.5.2 an Offer covering more Gas Years;
- 11.3.5.3 an Offer covering the last Gas Year of the ranking group or the Gas Year being the closest to that in which the Slot was ordered;
- 11.3.5.4 an Offer covering a greater number of Slots in the most recent Gas Year of the provision of Regasification Services<sub>FSRU</sub> or, in the event that the Offers covering the same number of Slots in that year, in the furthest Gas Year in which one of the Offers covers a greater number of Slots;
- 11.3.5.5 In the event that the above steps fail to establish a preference within this range – preference will be given to the Offers comprising the number of Slots (determined cumulatively for all Gas Years included in the Offer) generating the highest value of future revenues for GAZ-SYSTEM S.A., discounted at the weighted average cost of capital of the Operator, calculated on the basis of indicative tariff rates published as part of the Procedure;
- 11.3.5.6 When it is not possible to determine the ranking order of the Offers in accordance with points 11.3.5.1– 11.3.5.5, the Slots allocated to Participants who submitted the Offers are equally reduced;
- 11.3.5.7 When it is not possible to make an equal reduction, the Operator may give priority to the Offer of one of the Participants based on the credibility of the Participant according to objective criteria, which shall include in the first instance:
  - (a) Participant's company rating – Slots are allocated first to those with the rating not lower than Baa2, BBB, BBB respectively from: Moody's (*LT Rating*), Standard & Poor's (*LT Issuer Rating*) or Fitch (*LT Rating IDR*),
  - (b) if it is not possible to determine priority on the basis of point 11.3.5.7(a), Slots shall be allocated in the first place to the Participant with the best history of cooperation with GAZ-SYSTEM S.A. over the last full 5 Gas Years preceding the year of submission of the Offer, assessed in terms of timeliness of payment and compliance with the terms of the agreements.

11.3.6 Slots are allocated to Participants:

- 11.3.6.1 according to the order of priority of the Offers determined on the basis of the priority rules set out according to points 11.3.1 – 11.3.5 ; and
- 11.3.6.2 separately for each Gas Year in order from the last Gas Year of service to the first Gas Year of service;
- 11.3.6.3 to the level at which the number of Slots made available under the Procedure for the relevant Gas Year is exhausted.

- 11.3.7 If the allocated number of Slots would lead to a reduction in the number of Slots requested by the Participant in its Offer for any Gas Year below the minimum order level for the number of Slots that the Participant accepts as a result of a reduction in its order due to the need to make an allocation, for any Gas Year of the validity of the Regasification Order<sub>FSRU</sub>, as specified in its Offer in accordance with point 9.7.1.4, GAZ SYSTEM S.A. shall notify the Participant thereof, and the Participant shall be entitled to withdraw the submitted Offer within five (5) Business Days from the date of receipt of such notification from GAZ-SYSTEM S.A. If the Participant does not inform GAZ-SYSTEM S.A. of their decision to exercise this right within the period referred to in the preceding sentence, it shall be assumed that the Participant decided not to withdraw their Offer.
- 11.4 If the sum of the number of Slots requested in the submitted Offers for a Gas Year exceeds twice the number of Slots made available under this Procedure for that Gas Year (cf. point 11.2), then the allocation rules indicated in point 11.3 will apply, with the proviso that the number of Slots allocated to one Participant may not exceed 13 Slots. If the number of Slots indicated in the Offer exceeds 13, the allocation shall be reduced to at least 13 Slots, subject to availability in a given Gas Year. The number of Slots specified in the preceding sentence in the first and last Gas Year of the provision of Regasification Services<sub>FSRU</sub> under FSRU 2 Open Season shall be reduced in those years in proportion to the Gas Months of the provision of Regasification Services<sub>FSRU</sub> in those Gas Years.
- 11.5 Where, as a result of the application of the allocation rules indicated in points 11.2-11.4 the Participants were not allocated the total number of offered Slots, GAZ-SYSTEM S.A. may commence the allocation of the remaining Slots from the beginning, according to the principles set out in points 11.3.2– 11.3.6. With regard to this reallocation, the restrictions on the number of Slots indicated in points 11.3.1 and 11.4 shall apply. In particular, additional Slots may be allocated to Participants whose allocations have previously been reduced to either 19 or 13 Slots, even up to the number in accordance with their Offer, if possible. If GAZ-SYSTEM S.A. decides to commence the allocation of the remaining Slots, GAZ-SYSTEM S.A. shall inform the Participants of the schedule for such additional allocation.
- 11.6 In the case referred to in point 6.3.4 and 6.3.5, when the Operator decides to make additional Slots available and to change the parameters of the Slots or the Terminal<sub>FSRU</sub>, the allocation process will be conducted separately for the 39 Slots originally made available (in the first place) and the additional Slots made available as a result of the decision taken in accordance with points 6.3.3 and 6.3.4 (in the second place), in the manner specified below.
- 11.6.1 For the initially available 39 Slots, the allocation shall be carried out in accordance with the procedure described in points 11.2 - 11.5 with the proviso that twice the number of Slots made available under this Procedure for a given Gas Year, as indicated in points 11.3.1 and 11.4, exceeding or not exceeding which results in limiting the number of Slots allocated to a single Participant to 19 or 13 Slots, is always calculated in relation to the number of 39 Slots initially made available.
- 11.6.2 For additional Slots made available in the situation referred to in points 6.3.4 and 6.3.5, the allocation shall proceed as follows:
- 11.6.2.1 In the number resulting from the difference between the new total number of Slots made available in accordance with points 6.3.5 and 6.3.6 and the number of 39 Slots initially made available, i.e. either 4 or 11 or 19 Slots.
- 11.6.2.2 The ranking of Offers relating to these Slots shall be determined in the following order:
- (a) Offers from Participants who have been allocated Slots from the 39 Slots initially made available in a number less than that indicated in the Offer, excluding Participants who have been allocated Slots in accordance with points 11.3.1 and 11.4.

- (b) Offers from Participants were not allocated any Slots under allocation from the initial 39 Slots made available;
    - (c) Offers from other Participants who were allocated Slots in accordance with points 11.3.1 and 11.4.
  - 11.6.2.3 In order to determine the order of Offers separately for each of the categories of Offers specified in point 11.6.2.2, the priority rules specified in points 11.2 - 11.4 shall apply accordingly.
  - 11.6.2.4 Except as specified in point 11.6.2.5, the allocation of additional Slots may not result in the total number of Slots available being allocated to a single Participant, including the 39 Slots initially made available and the additionally made available Slots, exceeding 19 or 13 Slots in the situations specified in points 11.3.1 and 11.4.
  - 11.6.2.5 In the case of the allocation of additional Slots to Participants specified in point 11.6.2.2(c) the restrictions stipulated in points 11.3.1 and 11.4 shall not apply.
- 11.7 In the event that a Participant that has been allocated Slots under the Procedure subsequently fails to submit a signed draft Regasification Agreement<sub>FSRU</sub> or draft Regasification Order<sub>FSRU</sub> or Slot Sharing Agreement in accordance with the Procedure and GAZ-SYSTEM S.A. considers, pursuant to 12.2.3, that the Participant resigns from entering into the Agreement Regasification<sub>FSRU</sub>, the Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement, then GAZ-SYSTEM S.A. will be authorised to repeat the Offer submission process under the Procedure limited only to the Slots that were originally allocated to the Participant who withdrew from entering into the Regasification Agreement<sub>FSRU</sub>, the Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement. In such a case, the other Participants shall remain bound by their original Offers, and the repeated Offer submission process shall only cover Slots that were originally allocated to the Participant who withdrew from concluding the Regasification Agreement<sub>FSRU</sub>, the Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement.
- 11.8 In the case referred to in point 11.7, GAZ-SYSTEM S.A. shall inform the existing Participants (excluding the Participant who withdrew from concluding the Regasification Agreement<sub>FSRU</sub>, the Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement) about:
  - 11.8.1 the decision taken regarding additional Offer submission process;
  - 11.8.2 their right to submit a new Offer for Slots that were originally allocated to the Participant who withdrew from concluding the Regasification Agreement<sub>FSRU</sub>, the Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement;
  - 11.8.3 number of Slots offered;
  - 11.8.4 the new deadline for the submission of Offers;
  - 11.8.5 documents to be provided to the Operator.
- 11.9 In the case specified in point 11.7 the Offers relating to the Slots referred to in point 11.7 shall be ranked in the following order:
  - 11.9.1 The Offers of Participants to whom, prior to the commencement of the stage set out in point 11.7 less than 4 Slots were allocated;
  - 11.9.2 The Offers of Participants to whom, prior to the commencement of the stage set out in point 11.7 more than 4 Slots were allocated;

- 11.9.3 The Offers of the other Participants, excluding any Participant that has not submitted a signed draft Regasification Agreement<sub>FSRU</sub> or the draft Regasification Order<sub>FSRU</sub> or the draft Slot Sharing Agreement.
- 11.10 The submission or non-submission of an Offer in the repeated Offer submission process shall not affect the Offers previously submitted by the Participants and the Regasification Agreements<sub>FSRU</sub> or the Regasification Orders<sub>FSRU</sub> or the Slot Sharing Agreements hitherto concluded. The allocation of Slots in the repeated Offer submission process will result in the conclusion of an additional Regasification Orders<sub>FSRU</sub>, in the event that a given Participant has not previously been allocated Slots or an appendix to the concluded Regasification Order<sub>FSRU</sub>, in the event whereby the respective Participant has already concluded a Regasification Order<sub>FSRU</sub> for Slots.
- 11.11 In the event of a repeated Offer submission process, in accordance with the provisions of point 11.7, the provisions of Section 11 and point 9.7 shall apply accordingly with the exception of the requirement set out in point 9.7.1.1 in respect of the obligation that the order be no less than four (4) Slots for each Gas Year and point 9.7.1.1(c) and restrictions set out in point 11.3.1 and 11.4.
- 11.12 In the case referred to in point 11.6 providing for allocation of additional Slots made available in the situation referred to in points 6.3.4 and 6.3.5, and when in relation to these allocated additional Slots, the situation described in point 11.7 occurs, the provisions of points 11.7 - 11.10 shall apply. At the same time, in such a situation, before or after repeating the Offer submission process with respect to those additional Slots in accordance with points 11.7 - 11.10, GAZ-SYSTEM S.A. may decide to withdraw or change its previous decision to change the parameters of the Slots or the Terminal<sub>FSRU</sub>, of which GAZ-SYSTEM S.A. shall inform the Participants in the Procedure accordingly.
- 11.13 In the event that in the Procedure less than 50% of all offered Slots were allocated to the Participants for the entire period of provision of the Regasification Services<sub>FSRU</sub>, including as a result of withdrawal of the Offer referred to in point 11.3.7, GAZ-SYSTEM S.A. shall be entitled, at its own discretion, to decide to abandon the Investment Project pursuant to point 12.1.4, or to continue activities aimed at preparing for the implementation of the Investment Project in accordance with point 12.1.5 or the application of the procedure set out in point 12.1.8.
- 11.14 GAZ-SYSTEM S.A. shall provide each Participant with information, in writing, on the number of slots allocated to a given Participant for each Gas Year for which Regasification Services<sub>FSRU</sub> were made available under the Procedure, which will constitute an attachment to the Regasification Order<sub>FSRU</sub>.
- 11.15 When the orders placed in the Offers do not cover at least 50% (fifty per cent) of all Slots made available under any of the Gas Years from 11 to 15, GAZ-SYSTEM S.A. shall be entitled, at its sole discretion, to reduce the total period of provision of Regasification Services<sub>FSRU</sub> at the Terminal<sub>FSRU</sub> to 10 Gas Years. In such a situation, the Operator will inform the Participants of such a decision, and the Regasification Agreements<sub>FSRU</sub> and the Regasification Orders<sub>FSRU</sub> will be concluded for such shorter period while retaining the capacity allocated in these Gas Years. Participants who have submitted Offers for a period of more than 10 Gas Years accept this reduction and shall have no claims against the Operator in that respect.

## **12. CONCLUSION OF REGASIFICATION AGREEMENTS<sub>FSRU</sub>, REGASIFICATION ORDERS<sub>FSRU</sub>, SLOT SHARING AGREEMENTS AND THE FINAL INVESTMENT DECISION**

### **12.1 Assessment of allocation results**

- 12.1.1 By the date specified in the Schedule, in accordance with the level specified in point 12.1.2, GAZ-SYSTEM S.A. will assess whether the level of the Regasification<sub>FSRU</sub> Services allocated under the Procedure to the Participants that submitted Offers is

sufficient for GAZ-SYSTEM S.A. to take measures to proceed with implementation of the Investment Project (subject to a positive Final Investment Decision).

- 12.1.2 In order for GAZ-SYSTEM S.A. to recognise, that the total level of Regasification<sub>FSRU</sub> Services requested in the Offers is sufficient for GAZ-SYSTEM S.A. to continue its activities in order to proceed with implementation of the Investment Project, the total level of Regasification<sub>FSRU</sub> Services allocated under the Allocation Procedure should be at least equal to 50% (fifty percent) of all Slots made available under Open Season FSRU 2.
- 12.1.3 If the condition set out in point 12.1.2 is met, GAZ-SYSTEM S.A. shall continue its activities in order to prepare the implementation of the Investment Project, and the Participants who have been allocated Slots as a result of the allocation under the Procedure, will be obliged to conclude Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement in accordance with the provisions of point 12.2.
- 12.1.4 If the condition set out in point 12.1.2 is not met, GAZ-SYSTEM S.A. shall be entitled to decide to abandon the Investment Project. Offers submitted in the Procedure shall automatically expire upon GAZ-SYSTEM S.A. notification to the Participants about the decision to abandon the Investment Project. Neither GAZ-SYSTEM S.A. nor the Participants who have successfully submitted Offers under the Procedure shall be obliged to conclude Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> or the Slot Sharing Agreement.
- 12.1.5 GAZ-SYSTEM S.A., at its sole discretion, after further analysis of the feasibility of the Investment Project, will be entitled to decide to proceed with the preparation of the Investment Project, notwithstanding the non-fulfilment of the condition set out in point 12.1.2 of which GAZ-SYSTEM S.A. shall notify the Participants accordingly. In this case, Participants who have been allocated Slots in the allocation under the Procedure will be obliged to conclude Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement in accordance with the provisions of point 12.2, unless they decide to withdraw from the Procedure and notify GAZ-SYSTEM S.A. thereof within five (5) Business Days of receiving the information referred to in the preceding sentence. If, within this period, any of the Participants notifies GAZ-SYSTEM S.A. of their withdrawal from the Procedure, GAZ-SYSTEM S.A. shall be authorised to decide to withdraw from the Investment Project and terminate the Procedure, of which it shall immediately inform the Participants.
- 12.1.6 Once GAZ-SYSTEM S.A. has evaluated the Offers in the Procedure, individual Participants who submitted Offers in the Procedure will be informed of the decision taken by GAZ-SYSTEM S.A. in accordance with points 12.1.3 - 12.1.5.
- 12.1.7 The decision to abandon the Investment Project shall not give rise to any claims on the part of the Participant against GAZ-SYSTEM S.A.
- 12.1.8 If the condition referred to in point 12.1.2 is not met, and the stipulated minimum level of Regasification Services<sub>FSRU</sub> booking in the Offers received is not achieved, the Operator shall have the right to repeat the Offers submission process under the Procedure in accordance with points 11.7 - 11.9.
- 12.1.9 As of the date on which a Participant submits an Offer as part of the repeated Offer submission process, its previous Offer shall cease to be valid. Failure to submit an Offer in the repeated Offer submission process or submission of an Offer with parameters lower than those specified in the previous Offer shall be deemed as the Participant's confirmation of the previous Offer.
- 12.1.10 In the event of a repeated Offer submission process, in accordance with the provisions of point 12.1.8, the provisions of Section 11 and points 12.1.1 - 12.1.7 shall apply accordingly.

- 12.2 Conclusion of Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and Slot Sharing Agreement.
- 12.2.1 In the event that GAZ-SYSTEM S.A. considers, that the total level of Regasification Services<sub>FSRU</sub> requested in the Offers is sufficient to continue the activities aimed at the implementation of the Investment Project, together with the information referred to in point 12.1.6, GAZ-SYSTEM S.A. shall provide the Participants, who successfully submitted Offers in the Procedure and who were allocated the Slots in the allocation procedure, with a draft Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement.
- 12.2.2 The Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement shall be consistent with the contents of the draft attached as Appendix 3 hereto.
- 12.2.3 Each Participant that has received from GAZ-SYSTEM S.A. a draft Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement shall submit to GAZ-SYSTEM S.A. in writing, to the address of GAZ-SYSTEM S.A.'s registered office set out in point 9.1, a signed draft Regasification Agreement<sub>FSRU</sub>, draft Regasification Order<sub>FSRU</sub> and draft Slot Sharing Agreement within ten (10) Business Days of receipt of such drafts, unless it informs within the said deadline of exercising the right referred to in point 12.1.5 second sentence. In the event that the draft Regasification Agreement<sub>FSRU</sub>, draft Regasification Order<sub>FSRU</sub> and draft Slot Sharing Agreement signed by the Participant is not received by the aforementioned deadline, it will be considered by GAZ-SYSTEM S.A. as the Participant's resignation from entering into the Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and Slot Sharing Agreement. GAZ-SYSTEM S.A. shall send the Participant, signed by GAZ-SYSTEM S.A. hardcopies of the Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and Slot Sharing Agreement signed by GAZ-SYSTEM S.A. within ten (10) Business Days of the date of delivery to GAZ-SYSTEM S.A. of the draft Regasification Agreement<sub>FSRU</sub>, draft Regasification Order<sub>FSRU</sub> and draft Slot Sharing Agreement signed by the Participant to the mailing address specified in the Registration Form, together with information about other Participants who have signed the Slot Sharing Agreement. The Participant may alternatively, within the time limit specified above, send the Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and Slot Sharing Agreement to [openseason@gaz-system.pl](mailto:openseason@gaz-system.pl) in electronic form, signed with a qualified electronic signature. In such a situation, GAZ-SYSTEM S.A. shall send to the Participant the Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and Slot Sharing Agreement signed with a qualified electronic signature together with information on other Participants who signed the Slot Sharing Agreement and copies of the documents signed by them or the original documents in the case of signing the Agreement with a qualified electronic signature. The Operator shall make Slot Sharing Agreements signed by other Participants available for review by Participants upon request.
- 12.2.4 In the event that a Participant fails to submit a signed draft Regasification Agreement<sub>FSRU</sub>, draft Regasification Order<sub>FSRU</sub> and draft Slot Sharing Agreement and GAZ-SYSTEM S.A. considers, pursuant to point 12.2.3, that the Participant withdraws from concluding the Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and Slot Sharing Agreement, then GAZ-SYSTEM S.A. shall be entitled to decide to abandon the Investment Project, in the event that, as a result of the Participant's resignation from concluding the Regasification Agreement<sub>FSRU</sub>, the condition referred to in point 12.1.2 would not be met. If such a decision is taken, the provisions of point 12.1.4 - 12.1.7 shall apply accordingly and the Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and Slot Sharing Agreement, which have been concluded until that moment shall expire, and if they have not been concluded GAZ-SYSTEM S.A. shall not be obliged to sign the drafts presented by the Participants. GAZ-SYSTEM S.A. may also decide in such a situation to apply the provisions of point 12.1.8, and this shall only apply to Participants who have timely submitted their signed draft Regasification Agreement<sub>FSRU</sub>, draft Regasification Order<sub>FSRU</sub> and draft Slot Sharing Agreement. Participants who, as a result of reallocation, will be allocated Regasification Services<sub>FSRU</sub>, shall be provided with draft Regasification Agreement<sub>FSRU</sub>, draft Regasification Order<sub>FSRU</sub> and draft Slot Sharing Agreement in

accordance with point 12.2.1. In such a situation, the Participant who has been allocated more Slots as a result of the allocation procedure, upon conclusion of the Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and Slot Sharing Agreement, shall be obliged to provide appropriately increased financial security meeting the conditions specified in Section 10. Failure to provide such security, in the event that the current financial security was established in the form of a bank guarantee or a parent company guarantee, entitles GAZ-SYSTEM S.A. to draw on the applicable bank guarantee or parent company guarantee to the extent that it is necessary to increase its amount, and the amount received will constitute the financial security in the form of an interest-free deposit, and, in the event that the financial security was established in the form of a deposit in accordance with point 10.6, the provisions of points 12.2.3 - 12.2.4 shall apply.

- 12.2.5 GAZ-SYSTEM S.A. may refuse to sign the Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and Slot Sharing Agreement with a Participant against whom: (i) any bankruptcy, restructuring or liquidation proceedings are pending against the Applicant; (ii) any actions have been taken against the Applicant with a view to declaring the Applicant bankrupt or opening restructuring or liquidation proceedings against the Applicant, in particular whether any restructuring or bankruptcy petition has been filed against the Applicant; (iii) any proceedings are pending against the Applicant for the establishment of compulsory administration, as well as whether the Applicant's assets have been sequestrated in any way, e.g. by the appointment of a trustee - temporary court supervisor or temporary administrator. GAZ-SYSTEM S.A. may refuse to sign the Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and Slot Sharing Agreement with a Participant who does not have its registered office in the territory of the Republic of Poland in the event that analogous proceedings are pending against it or analogous actions have been undertaken in accordance with regulations applicable to the Participant's registered office.
- 12.2.6 In view of the technical parameters of the Terminal<sub>FSRU</sub>, in particular the results of final tests of the equipment after the Investment Project completion, GAZ-SYSTEM S.A. reserves the right to unilaterally reduce the level of Contractual Capacity available within the Slots agreed in all Regasification Agreements<sub>FSRU</sub>, Regasification Orders<sub>FSRU</sub> concluded as a result of the Procedure, by a value of no more than 5% of the Contracted Capacity, which the Participants accept without reservation. The reduction shall be effective insofar as it applies to the same extent to all Regasification Agreements<sub>FSRU</sub> and Regasification Orders<sub>FSRU</sub> concluded as a result of the Procedure. GAZ-SYSTEM S.A. shall exercise the right referred to above by means of a written statement to the Participant. The declaration referred to in the first sentence may be made by GAZ-SYSTEM S.A. within a period of six (6) months from the date of commissioning of the Terminal<sub>FSRU</sub> to the extent covered by this FSRU 2 Open Season.

### 12.3 Final Investment Decision

- 12.3.1 The conclusion of Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and Slot Sharing Agreement with Participants who, as a result of the Procedure, have been allocated Regasification Services<sub>FSRU</sub> jointly at least on the level specified in 12.1.2, shall be considered as a positive Final Investment Decision made by GAZ-SYSTEM S.A.
- 12.3.2 Failure to meet the condition specified in point 12.3.1 by 31 July 2026 authorises GAZ-SYSTEM S.A. to make a negative Final Investment Decision, and thus to abandon the implementation of the Investment Project. In the event of a negative Final Investment Decision, Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and Slot Sharing Agreement shall expire. The provisions contained in point 12.1.7 shall apply accordingly.
- 12.3.3 Despite failure to meet the condition specified in point 12.3.1 by 31 July 2026, GAZ-SYSTEM S.A., at its sole discretion, will be authorised to take a positive Final Investment Decision, of which it shall inform the Participants. In such case provisions of point 12.1.5 second and third sentence shall apply accordingly and in the case that the GAZ-SYSTEM S.A. shall abandon the Investment Project the Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and Slot Sharing Agreement, which have been concluded until

that moment shall expire, and if they have not been concluded GAZ-SYSTEM S.A. shall not be obliged to sign the drafts presented by the Participants.

- 12.3.4 No later than 5 August 2026, GAZ-SYSTEM S.A. shall inform the Participants with whom it has concluded Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and Slot Sharing Agreement, about the Final Investment Decision.

## Part III: GENERAL PROVISIONS

### 13. CHARGES

#### 13.1 PURPOSE AND OBJECTIVES OF THE TARIFF MODEL

- 13.1.1 The intention of GAZ- SYSTEM S.A. is to strive to create optimal conditions conducive to the development and efficient use of infrastructure for the import of liquefied natural gas (LNG), as well as to ensure non-discriminatory and competitive access to LNG services for entities operating on the territory of the Republic of Poland and in the region.
- 13.1.2 In this context, it was assumed that the baseline option for the functioning of the tariff system is the model of a uniform, common tariff applicable to all LNG terminals, i.e. the LNG Terminal in Świnoujście (TLNG) and the planned FSRU 1 and FSRU 2 vessels in Gdańsk. This means that GAZ-SYSTEM S.A. will strive to fully integrate the rates for regasification services applied at all existing and planned LNG facilities in the territory of the Republic of Poland.
- 13.1.3 Two scenarios have been adopted as a tariff scheme for the LNG infrastructure under Open Season:
- 13.1.3.1 a model for a single, common tariff applicable to all LNG terminals, i.e. the LNG Terminal in Świnoujście and the planned FSRU 1 and FSRU 2 in Gdańsk,
  - 13.1.3.2 model for the common tariff applicable to the planned FSRU 1 and FSRU 2 in Gdańsk.
- 13.1.4 The objective of a uniform tariff model is to ensure transparency of settlement rules, economic efficiency of the system, equal conditions for access to LNG infrastructure and support for the competitive development of the natural gas market in Poland and the region.
- 13.1.5 From the point of view of ensuring optimum use of the available and planned LNG infrastructure, as well as maximising the benefits of its planned operational and economic optimisation, the implementation of a uniform tariff model will allow efficient management of regasification capacity on a system-wide scale. This solution promotes the rational use of resources and increased flexibility in the provision of services to infrastructure users.
- 13.1.6 At the same time, the adoption of a uniform tariff does not contradict existing national legislation and EU regulations, in particular with regard to the principles of non-discriminatory access to energy infrastructure, cost efficiency and transparency of tariff mechanisms. The above approach is in line with regulatory objectives, supporting the integration of the natural gas market, security of supply and the development of competition in Poland and the region.
- 13.1.7 GAZ-SYSTEM S.A. reserves that the assumptions of the tariff model described above may be subject to change in the course of further arrangements, in particular due to changes in the conditions for the implementation of the Investment Project or the legal and economic environment, which may result in changes to the presented rates. The final

shape of the tariff model adopted for Regasification Services<sub>FSRU</sub> provided within the scope of this FSRU 2 Open Season, as well as the tariff rates for the provision of Regasification Services<sub>FSRU</sub>, will depend on the decision of the President of the Energy Regulatory Office.

### 13.2 TARIFFS AND COSTS RELATED TO REGASIFICATION<sub>FSRU</sub> SERVICES

- 13.2.1 Fees for the provision of Regasification Services<sub>FSRU</sub> performed on the basis of the Regasification Agreements<sub>FSRU</sub> and Regasification<sub>FSRU</sub> Orders concluded under the Procedure shall be calculated in accordance with the tariff and the Terminal Code<sub>FSRU</sub> in force at that time.
- 13.2.2 Tariff rates will be set in accordance with the applicable legislation in force at the time.
- 13.2.3 In the absence of a legal regulation concerning the tariffs, tariffs for the Regasification Services<sub>FSRU</sub> shall be determined taking into account the provisions of the Energy Law and the Tariff Regulation in the wording in force on the date of conclusion of the Regasification Order<sub>FSRU</sub>.
- 13.2.4 The Participants of the Procedure accept that the tariff for the Regasification Services<sub>FSRU</sub> may be determined by GAZ-SYSTEM S.A. in accordance with the principles set out in the laws in force as at the date of the tariff determination and will be subject to approval by the President of the Energy Regulatory Office.
- 13.2.5 The rates presented by GAZ-SYSTEM S.A. as part of the Procedure are indicative and are intended only to enable the calculation of approximate costs for the use of the Regasification Services<sub>FSRU</sub>.

### 13.3 TARIFF RATES CALCULATION METHODS

- 13.3.1 Upon commencement of the Procedure, GAZ-SYSTEM S.A. will publish a tariff calculator enabling each Participant to calculate the indicative tariff rate for the provision of Regasification Services<sub>FSRU</sub>, which the Participant would be required to pay on the basis of their Offer.
- 13.3.2 The indicative tariff rates presented by GAZ-SYSTEM S.A. in the tariff calculator provided in Appendix 6 are indicative and not binding in any way and shall serve for information purposes only. GAZ-SYSTEM S.A. reserves the right to draw up and publish tariffs independently of the data presented in the tariff calculator.
- 13.3.3 The tariffs provided in the Procedure have been calculated in accordance with the applicable law and the principles outlined in these General Implementation Conditions. The tariff rates were calculated with utmost care on the basis of the latest knowledge available to GAZ-SYSTEM S.A. but may and probably will differ from the actual rates calculated upon completion of the Investment Project.
- 13.3.4 Together with the calculation of indicative tariff rates, GAZ-SYSTEM S.A. presents comprehensive and complete information on the assumptions serving as a basis for their calculation as well as factors that may result in their potential change. However, GAZ-SYSTEM S.A. reserves that the costs assumed for the calculation of tariff rates may differ from the final investment costs.

**14. CONFIDENTIALITY**

- 14.1 Any information obtained by GAZ-SYSTEM S.A. from Participants marked as confidential will be treated as confidential and will not be made available to third parties. However, GAZ-SYSTEM S.A. is entitled to disclose confidential information obtained in the course of the Procedure to:
- 14.1.1 the corporate bodies of GAZ-SYSTEM S.A. and the supervising public authorities;
  - 14.1.2 President of the Energy Regulatory Office (PURE);
  - 14.1.3 entities providing financing for the Investment Project;
  - 14.1.4 legal, technical and business advisers, whose services GAZ-SYSTEM S.A. uses to implement the Investment Project;
  - 14.1.5 other authorities or bodies authorised to obtain information on the basis of applicable law.
- 14.2 If the Procedure involves access to classified information or business secrets of GAZ-SYSTEM S.A., the provisions of the Protection of Classified Information Act or the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws of 2022, item 1233, as amended) shall apply.
- 14.3 The trade secrets of GAZ-SYSTEM S.A. Comprise the information that has not been disclosed to the public, including technical, technological and organisational information of GAZ-SYSTEM S.A. or other information of economic value which, as a whole or in a specific combination and collection of its elements, is not generally known to persons usually dealing with this type of information or is not easily accessible to such persons, and which has been marked with the clause 'GAZ-SYSTEM secret' or 'Corporate Secret' and other information for which GAZ-SYSTEM S.A. has taken the necessary measures to maintain its confidentiality, as well as information and documents containing trade secrets of entities other than GAZ-SYSTEM S.A. which have come into the possession of GAZ -SYSTEM S.A. or its employees and for which these entities have expressly taken the necessary measures to maintain their confidentiality.
- 14.4 Materials, documents and information constituting a Corporate Secret of GAZ-SYSTEM S.A. will only be made available to an addressee designated by name in writing by GAZ-SYSTEM S.A., and the addressee will be responsible for ensuring that they are properly secured to prevent third-party access, loss or disclosure by that addressee. Duplicating the aforementioned materials, making copies thereof and making them available to further addressees in each case requires the written consent of GAZ-SYSTEM S.A.
- 14.5 GAZ-SYSTEM S.A. reserves that materials and documents which constitute a trade secret, or which contain classified information within the meaning of the Act on Protection of Classified Information will be made available only to those persons who have the appropriate authorisation or security clearance and have undergone the necessary training in this regard.
- 14.6 Notwithstanding the provisions of points 14.1 - 14.5, GAZ-SYSTEM S.A. shall publish relevant information to the extent required by law.

**15. COOPERATION WITH OTHER ENTITIES AND THE TRANSMISSION SYSTEM**

- 15.1 GAZ-SYSTEM S.A. is solely responsible for the planned construction of the Terminal<sub>FSRU</sub> and will seek to minimise any potential disruption to the Investment Project implementation process. GAZ-SYSTEM S.A. shall not be liable for the performance of investments other than those specified in the Regasification Agreement<sub>FSRU</sub> and Regasification Order<sub>FSRU</sub>.
- 15.2 In order to enable the Participant who has concluded the Regasification Agreement<sub>FSRU</sub>, the Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement to obtain the capacity of the physical entry point at the connection with the Terminal<sub>FSRU</sub> facility that will be created as a result of the

Investment Project, GAZ-SYSTEM S.A. will undertake work in advance to adjust the Transmission Network Code to the necessary extent.

## 16. COMMUNICATION

- 16.1 All materials concerning FSRU 2 Open Season are available on the website: <https://www.gaz-system.pl>
- 16.2 An entity interested in participating in the Procedure and the Participant shall be responsible for obtaining the relevant information and documents governing the Procedure and acknowledging all relevant information and documents, as well as any amendments or corrections made to such documents and published on the website referred to in point 16.1.
- 16.3 All GAZ-SYSTEM S.A. announcements related to the implementation of the Procedure will be published on the website referred to in point 16.1. In the event of publication of new documents or information concerning the Procedure, all Participants will automatically receive an e-mail from GAZ-SYSTEM S.A. sent to the address provided in the Registration Form.
- 16.4 All communication with GAZ-SYSTEM concerning the FSRU 2 Open Season procedure shall be exchanged in the Polish language. In addition, GAZ-SYSTEM S.A. allows communication regarding FSRU 2 Open Season to be exchanged in English. In the event of a discrepancy between the Polish and English language versions, the Polish version shall prevail.

## 17. FINAL PROVISIONS

- 17.1 The commencement of the Procedure does not constitute an obligation on the part of GAZ-SYSTEM S.A. to implement the Investment Project or to provide the Regasification Services<sub>FSRU</sub> specified in these General Implementation Conditions.
- 17.2 Any costs of the Participant arising from or incurred in connection with participation in the Procedure will be borne by the Participant and will not be reimbursed by GAZ-SYSTEM S.A. The rule set out in the preceding sentence shall apply in particular to the Participant's costs of obtaining and maintaining financial security, i.e. a bank guarantee or a deposit, in accordance with point 10.2, unless otherwise specified in the General Implementation Conditions, the Regasification Agreement<sub>FSRU</sub> or the Regasification Order<sub>FSRU</sub>.
- 17.3 These General Implementation Conditions do not constitute an offer to conclude a Regasification Agreement<sub>FSRU</sub> or a Regasification Order<sub>FSRU</sub> or a Slot Sharing Agreement, but only present the framework conditions on which Regasification Agreement<sub>FSRU</sub>, Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement shall be concluded and performed.
- 17.4 If one of the provisions of these General Implementation Conditions proves to be invalid or unenforceable, that provision shall be excluded from the General Implementation Conditions with all other provisions remaining in full force and effect, and the provision considered invalid or unenforceable shall be replaced with a similar provision reflecting the original intention to the extent consistent with applicable law.
- 17.5 GAZ-SYSTEM S.A. reserves the right to amend or supplement the rules of the Procedure, the General Implementation Conditions or the Appendices hereto, including the extension of deadlines for the performance of individual activities described in the Procedure, in particular those contained in the Schedule. Such amendments or supplements will be published on GAZ-SYSTEM S.A. website and Participants will be notified of any such changes in writing. Any such amendments or supplements referred to herein shall not give rise to any claim against GAZ-SYSTEM S.A. on the part of the Participant or any other entity interested in participating in the Procedure. The Operator undertakes not to introduce any amendments or supplements to the

draft Regasification Order<sub>FSRU</sub> or Slot Sharing Agreement after the submission of the Offers by the Participants.

- 17.6 In an appropriate procedure resulting from the provisions of the law in force, GAZ-SYSTEM S.A. shall submit to PURE for approval the Terminal Code<sub>FSRU</sub> corresponding to the fullest extent possible to the Code in the meaning of the Energy Law. The Code shall be binding on Participants insofar as it does not conflict with the Terminal Code<sub>FSRU</sub> approved by PURE, including in matters not covered by the latter document. If, in the course of proceedings before PURE, the authority determines that the provisions of the submitted Terminal Code<sub>FSRU</sub> exceed the requirements specified for this type of document in the Energy Law, GAZ-SYSTEM S.A. shall be entitled to adjust the Regasification Agreement<sub>FSRU</sub> accordingly, including the General Terms and Conditions of Services, by sending the Terminal User<sub>FSRU</sub> their current content supplemented with these provisions transferred in their unchanged meaning and adjusted and edited, to the extent that they do not conflict with the Terminal Code<sub>FSRU</sub> approved by PURE.
- 17.7 GAZ-SYSTEM S.A. reserves the right to abandon the continuation of the Procedure at any stage thereof, i.e. until GAZ-SYSTEM S.A. informs the Participants with whom it has entered into Regasification Agreement<sub>FSRU</sub>, concluded Regasification Order<sub>FSRU</sub> and Slot Sharing Agreement on making the Final Investment Decision in accordance with point 12.3.3. In such a case, GAZ-SYSTEM S.A. shall inform the Participants of the cancellation of FSRU 2 Open Season and the abandonment of the Investment Project, specify the reasons for such cancellation and, the expected date for the resumption of the Procedure, if any. The Regasification Agreement<sub>FSRU</sub>, Regasification Orders<sub>FSRU</sub> and the Slot Sharing Agreement concluded by that time shall expire, and GAZ-SYSTEM S.A. shall reimburse the Participants (with the exception of the case set out in point 12.1.4) the costs incurred by them in maintaining the bank guarantees provided as part of their participation in the Procedure in the amount specified in point 9.11. Detailed rules in this respect are set out in the provisions of the Regasification Agreement<sub>FSRU</sub>, the Regasification Order<sub>FSRU</sub> and the Slot Sharing Agreement.
- 17.8 Neither GAZ-SYSTEM S.A. nor the Participant shall be liable for damages incurred by the other party in connection with the performance of the Procedure, unless the party has incurred damages due to the other party's wilful misconduct.
- 17.9 The Parties will endeavour to resolve amicably any disputes that may arise in connection with the Procedure or its interpretation. If an amicable solution fails, any disputes arising out of or in connection with participation in the Procedure and the Regasification Agreement<sub>FSRU</sub> or the Regasification Order<sub>FSRU</sub> or the Slot Sharing Agreement shall be settled by the court of competent jurisdiction for the Śródmieście district of the capital City of Warsaw.
- 17.10 The General Implementation Conditions and appendices thereto have been drawn up in Polish and in the English language version; in the event of any discrepancies between the language versions, the Polish wording shall prevail.
- 17.11 Information clause pursuant to Articles 13 and 14 of the 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) (OJ EU L of 2016. No. 119, p. 1 as amended) is attached as Appendix 7 to the General Implementation Conditions. The entities participating in the Procedure undertake to familiarise the persons whose personal data they will provide to GAZ-SYSTEM S.A. in connection with the ongoing Procedure. Information on the principles of personal data processing by GAZ-SYSTEM S.A. is available at: <https://www.gaz-system.pl/pl/dla-klientow/konsultacje-rynkowe/aktualne-konsultacje.html>.