

Annex 9

to the General Distribution Contract No.
for electricity distribution services
entered into by and between
PZL-Świdnik S.A. (**OSDn**)
and (**Seller**)

RESERVE SALES

§ 1

1. The provisions of this Annex shall apply only subject to the **Seller's** consent to act as a reserve seller pursuant to § 13 para. 2 of the **Contract**.
2. A change in the performance of a reserve seller function shall require an appropriate amendment to the **Contract** in the form of an annex.
3. Reserve sales shall be understood as the sales of electricity to an end user connected to the **Distribution System Operator (OSD)** distribution network by the reserve seller in the event that the existing seller ceases to sell electricity under a sales contract.
4. Reserve sales shall be launched and carried out by the **OSD** and the **Seller** for the URD (**Retail Market Participants**), who indicated the **Seller** as a reserve seller in the electricity distribution contract, on the terms resulting from the provisions of the law, the IRiESD (Distribution Grid Operation and Maintenance Instructions) and the **Contract**.

§ 2

1. Given the **Seller's** will to act as a reserve seller, as expressed in the **Contract**, the **Seller** hereby offers the **OSD**, on behalf of and for the benefit of the **URD** who indicated or will indicate the **Seller** as a reserve seller, to enter into a reserve sales contract on the terms set out in:
 - a) the **Act**;
 - b) the **IRiESD**;
 - c) the **Contract**;
 - d) the **Seller's** offer concerning the terms of reserve sales, comprising, inter alia, a reserve sales contract template, a list of current prices and conditions for their application, as well as the rules of settlements for reserve sales.
2. The **Seller** hereby notifies the **OSD** of the following address of the website on which the documents referred to in para. 1 (d) have been posted:
3. In the event of a change of the website address referred to in para. 2, the **Seller** shall notify the **OSD** of the change immediately, but no later than within 3 days from the date of the change in question. The **Seller** shall provide the above-mentioned information to the **OSD** via e-mail to the e-mail address specified by the **OSD** in paragraph 3 of Annex 2 to the **Contract**.

§ 3

1. In the event of the occurrence of the grounds for the commencement of the reserve sales, as specified in the Act or in the IRiESD, and the fulfilment of the conditions for the implementation of the reserve sales provided for in the **Contract**, the Act and the IRiESD, the **OSD** shall submit to the **Seller**, on behalf of and for the benefit of UDR, a declaration of acceptance of the offer to enter into a reserve sales contract on the terms specified in § 2 para. 1. The time limit for submitting a declaration by the **OSD** results from the IRiESD. A template of the above-mentioned offer acceptance declaration is provided for in this annex.
2. The declaration referred to in para. 1 and the URD data necessary to enter into a reserve sales contract shall be sent in the form of a scanned letter to the **Seller** via e-mail to the **Seller's** e-mail address specified in Annex 2 to the **Contract** or in the form of a message via the systems referred to in Annex 2 to the **Contract** provided that the systems allow for such exchange of information.

3. The **Seller** undertakes to provide reserve sales for the URD with whom the reserve sales contracts have been concluded.

§ 4

1. The **Seller** undertakes to notify the **OSD** on the termination of the reserve sales contract in accordance with the IRiESD.

§ 5

1. The **OSD** shall not be responsible for the consequences of non-performance or improper performance of the **Seller's** obligations (as imposed on the Seller by the law, the IRiESD and the **Contract**) related to ensuring the possibility of launching and implementing reserve sales, including, in particular, the obligations to:
 - a) post the documents referred to in § 2 para. 1 (d) on the **Seller's** website referred to in § 2 para. 2-3;
 - b) notify the **OSD** of the change of the **Seller's** website address, at which the documents referred to in § 2 para. 1 (d) are posted;
 - c) prepare the content of the documents referred to in § 2 para. 1 (d) in a complete and lawful manner;
 - d) promptly notify the **OSD** of the circumstances due to which the **Seller** is unable to undertake, did not undertake or ceased the reserve sales.
2. In the event of that a final administrative penalty, or an obligation to repair damage, or an obligation to pay is imposed on the **OSD** due to non-performance or improper performance of the **Seller's** obligations set out in para. 1, the **Seller** shall reimburse the **OSD** for the amounts equivalent to the value of the penalties paid, obligations fulfilled or damages paid, as well as awarded costs of proceedings and costs of legal defence, unless the **OSD's** liability results from improper or non-performance of the **OSD's** obligations arising from the **Contract**, the **Act** or the **IRiESD**.

§ 6

1. The template of the **OSD's** declaration of acceptance of the **Seller's** offer concerning the reserve sales contract shall form an integral part of this Annex.
2. A change of the declaration template by the **OSD** shall not require an amendment to the Contract in the form of an annex to the Contract, whereas the **OSD**, in order to ensure that the changes made are effective, undertakes to provide the **Seller** a new declaration template via e-mail to the **Seller's** address specified in Annex 2 to the **Contract**.

OSDn

Seller