



**RULES  
FOR  
THE GUARANTEES OF ORIGIN REGISTER**

**maintained by Towarowa Giełda Energii S.A.**

*Consolidated text approved by virtue of the Resolution of the Management  
Board No. of 65/17/26*

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# **CHAPTER I**

## **General provisions**

### **§1**

These Rules for the Guarantees of Origin Register maintained by Towarowa Giełda Energii S.A., hereinafter referred to as the "GOR Rules", set forth the principles applicable to the registration and record-keeping system for the Guarantees of Origin, as well as the principles of over-the-counter trade in the Guarantees of Origin and the principles governing the operation of the Marketplace service.

### **§2**

Wherever used in these GOR Rules, the following expressions shall have the following meaning:

1. Guarantee of Origin – means, as appropriate, a guarantee of origin which is the only document certifying to the final customer that the quantity of electricity, biomethane, heating or cooling, renewable hydrogen, biogas or agricultural biogas, respectively, specified in this document, has been produced from renewable energy sources in renewable energy source installations and delivered to the network in accordance with the rules set out, respectively, in the Renewable Energy Sources Act of 20 February 2015 (Journal of Laws of 2015, item 478, as amended) or the Act of 14 December 2018 on the Promotion of Electricity from High-Efficiency Cogeneration (Journal of Laws 2019, item 42, as amended);
2. renewable energy source (RES) – means renewable, non-fossil energy sources including wind energy, solar radiation energy, aerothermal energy, geothermal energy, hydrothermal energy, hydro energy, energy obtained from waves, currents and tides, energy obtained from biomass, biogas, farm biogas, bioliquids and from renewable hydrogen, as understood in the Act of February 20, 2015 on renewable energy sources (Journal of Laws 2015, item 478, as amended);
3. heating – means thermal energy in hot water, steam or other media;
4. cooling – means thermal energy contained in ice water or other media that cause the temperature of an object to decrease;
5. high-efficiency cogeneration (CHP) – means high-efficiency cogeneration within the meaning of the Act of 14 December 2018 on the Promotion of Electricity from High-Efficiency Cogeneration (Journal of Laws 2019, item 42, as amended).
6. RES Guarantee of Origin – means a guarantee of origin issued for electricity, biomethane, renewable hydrogen, biogas or agricultural biogas, heating or cooling produced from RES.
7. CHP Guarantee of Origin – means a guarantee of origin issued for electricity from high-efficiency cogeneration.

8. GOR Member – means an entity holding a Register Account in the GOR;
9. TGE or Exchange – means Towarowa Giełda Energii S.A. having its registered office in Warsaw – the entity which maintains the GOR;
10. GOR Code – means a unique identifier assigned by the Exchange exclusively to the GOR Member, which identifies the Register Account of such GOR Member;
11. Register Account – means the account accessible through the GOR IT system, on which the records of operations concerning the Guarantees of Origin and the balance of Guarantees of Origin holdings are kept;
12. GOR or the Guarantees of Origin Register – means the register of Guarantees of Origin maintained by TGE;
13. split of the Guarantees of Origin – means the act of splitting into guarantees of origin in electronic form the quantity of which corresponds to the quantity of MWh with accuracy of 1 MWh;
14. GOR IT system or the IT system – means the hardware and software suite, and specifically the dedicated software application developed for GOR purposes, which is used for keeping the records of the guarantees of origin, and by the means of which buy and sell transactions and redemptions in respect thereof are recorded, as well as for publishing Marketplace notices regarding the purchase and sale of guarantees of origin;
15. President of the ERO – means the President of the Energy Regulatory Office;
16. entry of the Guarantee of Origin – means the recording of the Guarantee of Origin on the Register Account of the GOR Member;
17. Redemption – means that the Guarantee of Origin is assigned a “redeemed” status by TGE in the GOR IT system, in connection with the issuance of a confirmation document concerning such Guarantee of Origin;
18. expiration – means the change of the status of the Guarantee of Origin in the GOR IT System to “expired” in connection with the lapse of the 18-months of the end of generation for a RES guarantee being subject to an application for issuance of a guarantee of origin, or 12 months of the issuance date for a CHP guarantee;
19. blocking of the Guarantee of Origin – means prevention by TGE of the sale or redemption of a given Guarantee of Origin by GOR Members in the circumstances envisaged by these GOR Rules;
20. Marketplace Service – an optional service provided by TGE to Members, comprising the ability to use the functionalities of the GOR IT system enabling the publication and browsing of notices regarding the purchase and sale of guarantees of origin;
21. Notice – information posted by a GOR Member regarding the intention to purchase or sell guarantees of origin, including information on the terms of sale;
22. Sale Notice – information posted by a GOR Member regarding the intention to dispose of a specified number of guarantees of origin held in its registry account, including information on the terms of sale;

23. Purchase Notice – information posted by a GOR Member regarding the intention to acquire a specified number of guarantees of origin, including information on the terms of purchase;
24. Marketplace Subscription – a paid entitlement to browse Notices on the terms set out in the Rules and the Fee Table.

### **§3**

TGE shall keep the Guarantees of Origin Register in a manner that ensures the identification of:

- a) the generators to whom the Guarantees of Origin were issued;
- b) the entities whose Guarantees of Origin issued in another member state of the European Union, Swiss Confederation or a member state of the European Free Trade Association (EFTA) which is a party to the agreement on the European Economic Area, have been accepted by the President of the Energy Regulatory Office;
- c) the entities which acquired the Guarantees of Origin; and
- d) the Guarantees of Origin held in the accounts of individual entities and the corresponding quantities of energy.

## **CHAPTER II**

### **Membership in the GOR**

#### **§4**

1. An entity shall obtain the status of a GOR Member upon the submission of an application to the Exchange for the status of the GOR Member, in accordance with the form set out in Appendix 2 to these Rules. The application should contain specifically the following:
  - a) basic details of the Applicant;
  - b) a power of attorney for persons authorised to represent the Applicant in contacts with the Exchange, in the form set out in Appendix 3;
  - c) a copy of a current extract from the relevant register or a printout from the Central Database of the National Court Register representing the current extract from the Register of Entrepreneur downloaded in accordance with Article 4 sec. 4aa of the Act of 20 August 1997 on the National Court Register (Journal of Laws of 2007, No 168, item 1186, as amended), or a printout from the Central Information Bureau of the National Court Register (CEIDG);
  - d) a full copy of a license, or a pre-approved license issued by the President of the ERO, if the Applicant is required to hold such a license;
  - e) a copy of documents confirming the assignment of a tax identification number (NIP) and a statistical number (REGON);
  - f) a declaration concerning the indication of the beneficial owner, in accordance with the standard form set out in Appendix No. 8;

- g) in the case of Applicants based outside Poland, a Tax Residency Certificate issued by the competent tax authority having jurisdiction over the Applicant's registered office.
2. By submitting an application to become a member of the Guarantees of Origin Register, the Applicant declares that it complies and will continue to comply with the applicable regulations indicated by the Management Board of the Exchange, which impose sanctions and specify sanction lists introduced by individual states and by authorised international institutions and their bodies.
  3. In addition, the Applicant declares that in the event that the Applicant, its Beneficial Owner or its customers are subjected to sanction letters as indicated by the Management Board of the Exchange, or when the Applicant acquires any knowledge in this regard, the Applicant undertakes to inform the Exchange immediately.
  4. All attachments to the application shall be submitted to TGE in writing to the current address of TGE's registered office, or electronically only in pdf format to rejestr@tge.pl, in accordance with the rules set out in these GOR Rules.
  5. The Management Board of the Exchange or another authorised person shall decide on granting the status of the GOR Member taking into consideration the information provided in the application referred to in clause 1 above, within 30 days of the date of filing a complete application.
  6. The Management Board of the Exchange or other authorised person may decide to refuse granting the GOR Member status taking into consideration the necessity to ensure full security of trading and keeping track of the balances of the Guarantees of Origin in the Register.

## **§5**

1. The GOR Member shall be required to:
  - a) conform to the provisions of these Rules,
  - b) designate at least one person authorised to act within the scope indicated in the power of attorney in accordance with the form set out in Appendix 3 to the GOR Rules;
  - c) immediately inform the Exchange about any changes to the details provided in the GOR membership application form, or any changes concerning the conditions of licences obtained from the President of the ERO;
  - d) receive all the information communicated by the Exchange;
  - e) pay all fees in a timely manner in accordance with the price list and the fee schedule.
2. The authorised person referred to in clause 1.b) above may sign documents related to the membership in the GOR on behalf of the GOR Member, except for the revocation and establishment of further powers of attorney.

## **§6**

1. The authorised persons referred to in §5 above shall obtain access to the GOR IT system through the assignment of a personal access code.

2. The Exchange assigns the personal access codes and the GOR Code upon the admission of the GOR Member.
3. The authorised person has the right of access to the IT system only to the extent necessary for carrying out the responsibilities delegated to them by the GOR Member.
4. The GOR Member and the authorised persons shall be obliged to exercise appropriate care in order to prevent any unauthorized access to the GOR IT Systems.

## **§7**

1. The Management Board of the Exchange or another authorised person may suspend the activity of the Register Member, if they find that:
  - a. the Register Member or its Representative violate market order or the regulations prevailing at the Exchange,
  - b. the Register Member defaults on the timely discharge of its obligations arising under transactions entered into in the Register, or on the payment of the fees it is obliged to pay in accordance with the provisions of these Rules,
  - c. the Register Member, its Representative or Beneficial Owner is on any of the sanction lists referred to in § 4 clause 3.
2. Prior to taking the decision referred to in clause 1 above, the Management Board of the Exchange or another authorised person shall inform the Register Member of the circumstances warranting the suspension and shall call on the Register Member to remove such circumstances setting an appropriate period for doing so.
3. The period referred to in clause 2 shall not be shorter than 4 days of the notification of the Register Member by the Management Board of the Exchange and longer than 9 days, unless the actions of the Register Member present a threat to the security of trading which should be immediately removed.
4. When the period referred to in clause 3 lapses without effect, the Management Board of the Exchange or another authorised person may take the decision to suspend the activity of the Register Member in the GOR, or in individual parts thereof.
5. In particularly justified cases, and specifically when the circumstances suggest that the continued operation of the Register Member on the Market may result in a material damage to the participants of trading, the procedure described in clauses 2 – 4 shall not apply.
6. The Management Board of the Exchange or another authorised person shall notify the Register Member about taking the decision on the suspension of its activity at the Exchange and set a date by which the Exchange Member is obliged to remove the reasons for the suspension. The period for the removal

shall not exceed 14 days from the date of the decision referred to in the preceding sentence.

7. The suspension shall take effect upon the adoption of a resolution by the Management Board of the Exchange, or the decision by another authorised person, unless the Management Board of the Exchange or another authorised person indicates a different date. During the period of suspension of the Register Member, the Exchange shall not accept any orders placed by such Member, and the previously placed orders shall be removed from the IT system.
8. The Register Member shall have the right to appeal against the decision of the authorised person concerning the suspension the Management Board of the Exchange, within 3 days of being served the notice of suspension. When the decision on the suspension has been taken by the Management Board of the Exchange, the Register Member shall have the right to appeal against the decision to the Supervisory Board within 3 days of being served the notice of suspension.
9. The filing of the appeal referred to in clause 8 shall not postpone the enforcement of the decision of the Management Board of the Exchange or another authorised person on the suspension of the activity of the Register Member.
10. The appeal referred to in clause 8 above should be considered by the Management Board of the Exchange or the Supervisory Board within 14 days of being received, unless additional activities are required for taking the decision concerning the subject matter, including specifically the presentation of documents or obtaining further clarifications.

## **§8**

1. A Register Member that does not have any liabilities towards TGE shall have the right to present, at any time, a declaration of will to terminate the membership in the GOR, subject to one month's notice period, effective at the end of the calendar month, without being required to state the reasons for such decision.
2. The Register Member shall submit the termination notice in writing or electronically, in the form of Appendix 6 hereto available on TGE's website, or such termination may otherwise be null and void.
3. When submitted by a Register Member that has outstanding liabilities towards TGE, the termination notice shall be null and void.
4. In justified cases, the Management Board of TGE may revoke the resolution granting the Register Member status. Any such decision shall be immediately notified to the Register Member by TGE. Decisions on granting the status of a

Register Member taken by an authorised person may be revoked by an authorised person or the Management Board of TGE.

5. The revocation of a resolution in accordance with clause 4 above shall not relieve the Register Member of the obligation to discharge all its liabilities arising from its activities in the GOR.

### **§9**

Any civil law disputes related to the membership in the GOR shall be resolved by the TGE arbitration court.

### **§10**

1. The GOR Rules are drawn up in Polish and English language. In the event of a discrepancy between the language versions, the Polish version of the Rules for the Guarantees of Origin Register shall prevail.
2. If the documents are prepared in other foreign language (other than Polish or English), they should be submitted as a certified translation into Polish made by a sworn translator.

## **CHAPTER III**

### **Keeping the Records of Guarantees of Origin**

#### **Section I**

##### General provisions

### **§11**

1. The term "record-keeping" in relation to Guarantees of Origin shall be understood as the performance of the following activities by TGE:
  - a) entry of Guarantees of Origin;
  - b) registration of changes in the balance of the Guarantees of Origin held by GOR Members;
  - c) redemption of Guarantees of Origin;
  - d) expiration of Guarantees of Origin.
2. The records of Guarantees of Origin shall be kept based on Register Accounts.
3. Register Accounts shall contain the following information:
  - a) number of the Guarantees of Origin held in the Register Account;
  - b) identification details of the entity entitled to the Guarantees of Origin;
  - c) details of the persons authorised by the GOR Member to act on its behalf.

### **§12**

1. The records of Guarantees of Origin shall reflect their quantity with accuracy of 1 MWh, and shall be kept according to the following principles:
  - a. double entry,
  - b. separate registration,
  - c. completeness,
  - d. accuracy,
  - e. transparency.
2. The double-entry principle means that each operation concerning a change in the balance of the Guarantees of Origin held shall be registered on at least two Register Accounts, and the entry or the sum of entries on one account must correspond to an equivalent entry on another account or accounts.
3. The separate registration principle means that all the operations concerning Guarantees of Origin are registered on a separate Register Account created for a given GOR Member.
4. The completeness principle means that the record-keeping requirement applies to all operations concerning Guarantees of Origin.
5. The accuracy principle means the requirement of comprehensive and accurate recording of operations concerning Guarantees of Origin.
6. The transparency principle means that the records should reflect the balance of the Guarantees of Origin held by authorised entities in an unambiguous manner which does not raise any doubts.
7. Data entered into the GOR, including information on Guarantees of Origin, operations performed thereon, and Notices, shall be archived in the TGE system in order to ensure durability and the ability to reconstruct the history of operations and Notices.

## **Section II**

### Entry to the Guarantees of Origin Register

#### **§13**

1. The issuance and splitting of guarantees of origin shall take place in accordance with the principles set out, as appropriate, in the Renewable Energy Sources Act of 20 February 2015 (Journal of Laws of 2015, item 478, as amended) or in the Act of 14 December on the Promotion of Electricity from High-Efficiency Cogeneration (Journal of Laws 2019 item 42 as amended);
2. TGE shall make an entry to the GOR on the basis of information on Guarantees of Origin provided by the President of the ERO.
3. In the Register, TGE shall keep the records of the Guarantees of Origin the GOR Member is entitled to.

4. The Guarantees of Origin shall be entered on the Register Account of the GOR Member.

#### **§14**

TGE shall have the right to block the Register Account of a GOR Member or the Guarantees of Origin held, in case of inconsistencies on the Register Account of the GOR Member, until the moment of resolving such inconsistencies. The blocking of the account shall be done based on information regarding the inconsistencies received from the ERO, or from a GOR Member.

### **Section III**

Keeping the records of the changes in the holdings of the Guarantees of Origin and the principles of over-the-counter trade in the Guarantees of Origin.

#### **§15**

TGE shall keep the records of any changes in the balance of the Guarantees of Origin held by the GOR Members effected within the Guarantees of Origin Register.

#### **§16**

The transfer of the Guarantees of Origin shall take place upon the input of the relevant entry in the GOR.

#### **§17**

1. Any agreements concerning the Guarantees of Origin shall be executed outside of the Exchange and solely between GOR Members.
2. The Exchange shall not be a party to the agreements executed between the GOR Members, and shall not act as an agent in the execution of agreements concerning the Guarantees of Origin, nor shall it be involved in the financial settlement of such agreements.
3. In the GOR, the Exchange shall record all the agreements for sale of Guarantees of Origin and make quantitative settlements of such agreements with the aid of the GOR IT System.
4. The GOR Members shall report the agreements for sale of Guarantees of Origin referred to in clause 3 for the records exclusively with the aid of the IT System of the Guarantees of Origin Register.
5. A GOR Member may conclude a sale agreement concerning the Guarantees of Origin for a quantity that does not exceed the balance of Guarantees of Origin held on their Register Accounts.
6. Any Guarantee of Origin shall not simultaneously be subject to more than one offer to sell.

7. A submitted offer to sell a Guarantee of Origin shall be valid no longer than until the validity date of the Guarantee of Origin being subject to such offer, provided that the GOR Member which places such an offer may withdraw it until it has been accepted or rejected by the GOR Member it is addressed to.
8. Upon the acceptance of the offer to sell, as referred to in clause 7 above, by the buying GOR Member, the sale agreement the object of sale shall be transferred onto the buying GOR Member.
9. GOR Members shall be required to secure all the necessary consents (including specifically the consents of their corporate authorities), as legally required for the sale agreements concerning the Guarantees of Origin to be valid and effective.
10. GOR Members shall verify on their own the existence of the consents referred to in clause 9.
11. The Exchange shall not be held liable in connection with the sale agreements concerning Guarantees of Origin entered into between GOR Members.
12. The Register Account of the GOR Member buying the Guarantee(s) of Origin shall be credited at the moment when the sale of such Guarantee(s) of Origin is recorded on the Register Account of the selling GOR Member.
13. The actions referred to in clause 12 above shall be executed in the IT system upon the conclusion of the sale agreement for Guarantee(s) of Origin between the GOR Members.
14. Upon the completion of the actions referred to in clause 12 above, the sale agreement shall be deemed settled in the GOR in terms of quantity.
15. GOR Members agree to the gathering by the Exchange of the information on the sale prices of Guarantees of Origin for the purposes of and in exchange for the access to the price indices and monthly reports calculated and published by the Exchange concerning the over-the-counter market for Guarantees of Origin.
16. The agreements referred to in clause 3 above, as well as all other actions and declarations of will executed in connection with the conclusion or performance of the agreements referred to in clause 3 above shall be governed by Polish law.
17. Warsaw shall be deemed to be the venue of the execution of the agreements referred to in clause 3 above.

## **§18**

1. In other circumstances than those described in §17, including the universal succession of rights and obligations, TGE shall proceed with the posting of an appropriate entry (transfer) of the Guarantees of Origin in the GOR at the request of either of the parties, provided that the transferee of the Guarantees of Origin is a GOR Member.

2. The party requesting the transfer shall be required to present an appropriate document, or documents, to TGE confirming the legal act which results in the transfer, in accordance with the applicable legal regulations.
3. The detailed conditions and procedure for transferring the Guarantees of Origin in the circumstances referred to in § 18 clause 1 may be defined by the Management Board of the Exchange by way of a resolution.

#### **§19**

1. The Guarantee of Origin shall be blocked in the following circumstances:
  - a. in case when it has expired as a result of the lapse of a period of 18 months from the end of electricity generation in case of a RES Guarantee of Origin being subject to an application for issuance of a guarantee of origin, or 12 months of the issuance date in case of a CHP Guarantee of Origin;
  - b. upon redemption.
2. The blocked Guarantees of Origin shall not be subject to any transactions.

### **Section IV**

#### Redemption of Guarantees of Origin and issuance of confirmation documents

#### **§20**

1. The GOR Member shall be required to notify the redemption of a Guarantee of Origin to TGE and may only do so by using the IT System of the Guarantees of Origin Register. The redemption of the Guarantee of Origin shall be effected upon the notification of such transaction in the IT System ("Redemption Date").
2. The redemption of a specific Guarantee of Origin shall result in the blocking of such Guarantee of Origin.
3. Upon the redemption of Guarantees of Origin in the IT system, the GOR Member shall indicate the name of the end consumer for the benefit of whom the Guarantees of Origin have been redeemed, the legal form, the address of the registered office with the designation of the country, indication whether the entity for the benefit of whom the redemption is made is an energy company or a final customer, whether the redemption is made to carry out an energy redemption process and the period for which the guarantees of origin were used.
4. On request of the GOR Member, TGE shall issue a confirmation document indicating that the Guarantees of Origin being subject to the redemption were held by the GOR Member at the time of such redemption. The

confirmation document shall contain information on the redeemed Guarantees of Origin and the details provided in the IT system.

5. The GOR Member shall not be allowed to withdraw or change the notification referred to in clause 1.
6. The confirmation document shall be issued for the purposes of providing evidence to the end consumer that the amount of electricity specified in the document and delivered to a distribution network or the transmission network was generated in the energy source indicated in the redeemed Guarantee of Origin.
7. When the confirmation document above includes the "estimated avoided emissions factor", it shall be calculated according to the following formula:

$$\text{Estimated avoided emissions factor} = E * \left(\frac{V_d}{V_c}\right)$$

where:

*E* – estimated avoided emissions for the total volume of a guarantee of origin issued pursuant to Article 121(3)(7) of the Act of 19 July 2019 on the amendment of the Renewable Energy Sources Act and Certain Other Acts (Journal of Laws 2019 item 1524).

*V<sub>d</sub>* – volume of a split guarantee of origin

*V<sub>c</sub>* – total volume of an issued guarantee of origin

8. The result of the calculation of the factor referred to in clause 7 resulting from the split of a guarantee of origin shall not be subject to rounding up.
9. The confirmation documents shall be generated automatically and, on request of the GOR Member, sent by TGE to the GOR Member's address. Neither a signature nor a seal shall be required on the document generated electronically.
10. The information on the redemption of Guarantees of Origin shall be entered to the Guarantee of Origin Register.
11. The Exchange shall not be required to verify the details provided upon redemption nor to confirm their accuracy in the confirmation document.
12. In case when the selling GOR Member places an offer to sell a Guarantee of Origin in accordance with §17 clause 4, the redemption of the Guarantee of Origin shall not be possible until the offer to sell is rejected by the GOR Member to whom such offer was addressed, or withdrawn by the selling GOR Member.

## **Section V**

### Expiration of the Guarantees of Origin

#### **§21**

1. The President of the ERO shall issue the RES Guarantees of Origin referred to in the Renewable Energy Sources Act of 20 February 2015 (Journal of

Laws of 2015, item, as amended) for the term of the 12 months starting from the ending date of the generation of the electricity being subject to the application for the issuance of the guarantee of origin. The guarantees of origin may be redeemed within a period of 18 months starting from the day on which the generation of the electricity being subject to the application for the issuance of the guarantee of origin ended.

2. The President of the ERO shall issue the CHP Guarantees of Origin referred to in the Act of 14 December 2018 on the Promotion of Electricity from High-Efficiency Cogeneration (Journal of Laws of 2019, item 42, as amended) for the period of 12 months starting from the issuance date.
3. The Guarantees of Origin referred to in Article 105 of the Act of 14 December 2018 on the Promotion of Electricity from High-Efficiency Cogeneration (Journal of Laws of 2019, item 42, as amended) shall expire at the date indicated in the above-mentioned Article<sup>1</sup>.
4. A guarantee of origin recognised by the President of the ERO shall be valid for 12 months of the ending date of generation of the electricity such guarantee was issued for.
5. The Guarantees of Origin referred to in clauses 2 and 4, for which the validity term has lapsed, except for any redeemed Guarantees of Origin, shall expire.
6. The Guarantees of Origin referred to in clause 1 above, with the exception of any redeemed Guarantees of Origin, shall be subject to expiry and deletion from the GOR after the lapse of 18 months from the day on which the generation of electricity being subject to the application for the issuance of the guarantee of origin ended.

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<sup>1</sup> Article 105. 1. Guarantees of origin issued pursuant to Articles 9y–9zb of the Energy Law Act, as amended by Article 95 of the Act of 14 December 2018 on the Promotion of Electricity from High-Efficiency Cogeneration, according to the current wording, shall expire on 31 December 2019.

2. With respect to the guarantees of origin issued or recognised by the President of the Energy Regulatory Office pursuant to Articles 9y–9zb of the Act amended by Article 95, according to the current wording, before the date of entry into force of the Act, the provisions concerning the splitting of guarantees of origin referred to in Article 83, sections 9–14, shall apply *mutatis mutandis*.

3. In the case of guarantees of origin issued or recognised by the President of the Energy Regulatory Office pursuant to Articles 9y–9zb of the Act amended in Article 95, according to the current wording, the entity referred to in Article 9zb(1) of the Act amended in Article 95, according to the current wording, shall issue a document to the entity holding an account in the register of guarantees of origin referred to in Article 85(4) confirming the title to the guarantees of origin in order to certify to the end consumer that the quantity of electricity delivered to the transmission network or to a distribution network, as specified in the document, has been generated in high-efficiency cogeneration. The guarantee of origin shall expire upon the issuance of the confirmation document.

## **Section VI**

### **The Marketplace**

#### **§22**

1. Within the IT system of the Guarantees of Origin Register, TGE operates an optional service consisting in making available to GOR Members a dedicated functionality under the name "Marketplace". The Marketplace Service does not constitute a legally integral part of the Guarantees of Origin Register maintained by TGE.
2. The Marketplace enables GOR Members to publish Sale Notices or Purchase Notices concerning guarantees of origin registered in the GOR system.
3. The Marketplace does not constitute an organised trading platform, a regulated market, or a commodity exchange.
4. The publication of a Notice on the Marketplace does not constitute an offer within the meaning of the provisions of the Civil Code.

#### **§23**

1. Each GOR Member may post Purchase Notices and/or Sale Notices.
2. Displaying Purchase Notices and/or Sale Notices, browsing Notices, and initiating contact with the advertiser requires an active Marketplace Subscription.
3. The Marketplace Subscription is granted for a fixed term and for a specified number of calendar days indicated at the time of ordering. The first day of the Marketplace Subscription period shall be the calendar day on which it is activated. The Subscription period shall expire at the end of the last calendar day for which it was activated.
4. By using the Marketplace Subscription, a GOR Member consents to the disclosure to the other party to a potential transaction only of such data, including personal data, as is necessary to establish contact and undertake further actions related to the transaction. Disclosure of data covered by professional secrecy or other protected data may take place only to the extent permitted by law or upon obtaining separate consent from the GOR Member.
5. The fees for the Marketplace Subscription are specified in the Fee Table.
6. TGE may restrict access to the Marketplace in the event of a breach of the Rules, applicable laws, or where necessary to ensure the security of the members of the Guarantees of Origin Register.

#### **§24**

5. A Sale Notice and/or Purchase Notice may concern only guarantees of origin:
  - a. held, at the time of publication of the Notice, in the registry account of the GOR Member,
  - b. having a status that allows their transfer in accordance with the GOR Rules.
6. It is not permitted to publish Sale Notices and/or Purchase Notices concerning guarantees that are:

- a. invalid;
  - b. not recognised by the competent national authorities;
  - c. . redeemed;
  - d. expired or affected by legal defects;
  - e. subject to a dispute or encumbered as security in favour of third parties;
  - f. blocked or subject to restrictions on disposal;
  - g. affected by circumstances impacting their transferability.
7. The GOR Member shall bear sole responsibility for the accuracy and timeliness of the data contained in the Notice.

#### **§25**

8. The Marketplace is of a purely technical and informational nature. TGE provides only the IT system enabling GOR Members to publish Notices.
9. The transfer of guarantees of origin shall take place exclusively by performing the relevant operation in the GOR system based on the instructions of the parties, in accordance with the provisions of the Rules.
10. TGE shall not bear any liability related to Notices, in particular for:
- a. the content of Notices, including their accuracy, completeness, timeliness, or compliance with applicable laws;
  - b. the intent, capacity, or authority of a GOR Member to enter into a transaction;
  - c. the course of negotiations between GOR Members;
  - d. non-performance or improper performance of obligations arising from actions taken in connection with the publication of a Notice;
  - e. any direct or indirect damages, lost profits, third-party claims, or other consequences arising from the publication, browsing, or use of Notices.
11. TGE is not a party to agreements concluded between GOR Members and does not intermediate in their conclusion. TGE does not guarantee the conclusion of any transaction, its terms, including obtaining a specific price, payment of the price in whole or in part, or the performance of the transaction.
12. The GOR Member who posted the Notice shall bear sole responsibility for its content and the consequences of its publication.
13. Use of the Marketplace shall be at the sole cost and risk of the GOR Member.
14. TGE shall have the right to:
- a. refuse to publish a Notice;
  - b. remove a Notice that violates the Rules or applicable laws;
  - c. temporarily or permanently block access to the Marketplace.
15. TGE may specify the maximum publication period of a Notice and its required formal elements by making such information publicly available at least 4 days prior to the introduction of new and/or amended requirements.

## **Section VII**

### Protection of personal data

#### **§26**

1. TGE collects and processes personal data of GOR Members, their beneficial owners and representatives as well as end consumers in accordance the applicable data protection regulations, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC; the Renewable Energy Sources Act of 20 February 2015; the Act on the Promotion of Electricity from High-Efficiency Cogeneration and the Act on Commodity Exchanges of 26 October 2000.
2. TGE processes the personal data of the Applicants, GOR Members and their agents, provided in accordance with Appendices 2, 3 and 4 hereto, for the purposes of, and to extent necessary for keeping the Guarantees of Origin Register as well as for the purposes of the conclusion of a GOR membership agreement between TGE and the applicant, and of the subsequent performance of such agreement by TGE.
3. TGE processes the personal data of end consumers provided in accordance with Appendix 4 or Appendix 5 hereto for the purposes of, and to the extent necessary for keeping he Guarantees of Origin Register.
4. TGE processes the personal data of beneficial owners provided in accordance with Appendix 8 in particular for the purposes of and to the extent necessary for the execution of the RGP membership agreement as well as for risk management, prevention of sanctions violations and fraud, including the use of TGE's activities of for criminal purposes, and for the prevention of abusive practices or suspicious transactions and orders.

#### **§27**

1. Upon acceptance of a Sale Notice or a Purchase Notice within the Marketplace, a person authorised to represent a GOR Member consents to the disclosure of their contact details to the Member publishing the Notice.
2. Upon acceptance of a Sale Notice or a Purchase Notice within the Marketplace, the contact details of the GOR Member may be disclosed to other GOR Members.
3. The disclosure of data referred to above shall take place within the scope of the contact details indicated by the GOR Member in the process of obtaining the status of a GOR Member and assigned to the user account in the GOR system, including:
  - a. the name of the GOR Member;
  - b. email address;
  - c. telephone number.
4. The disclosure of data shall take place solely for the purpose of enabling contact in connection with the accepted Notice.

5. The disclosure of contact details constitutes a functionality of the Marketplace and is necessary for achieving its purpose, which is to enable GOR Members to establish contact in connection with accepted Notices.
6. Contact details shall be disclosed only upon acceptance of a Notice and exclusively to GOR Members publishing the accepted Notice.

## **CHAPTER IV**

### **Fees**

#### **§28**

1. The types, rules for calculation and level of fees, to the extent not covered by the provisions of this chapter, are set out in Appendix 1 to these GOR Rules, hereinafter referred to as the Table of Register Fees.
2. The rates of fees contained in the Table of Register Fees do not include VAT.
3. Any change of the level of the fees set forth the Table of Register Fees made after the assessment of public and legal liabilities chargeable on the activities such fees apply to, shall not change the nature of the fees as net amounts to which the amounts of public and legal liabilities, if any, must be added.

#### **§29**

The Management Board of TGE may, for a specified period of time, change the level of fees set forth the Table of Register Fees enclosed as appendices hereto.

#### **§30**

1. GOR Members shall pay the fees within 14 days from the date of invoice issuance by TGE. The term of payment is to be understood as the date on which the funds are to be credited to the TGE's account indicated in the invoice.
2. In case of a default on the payment of the fees being due, TGE may disable the access to the IT System by the GOR Member that defaults on this obligation, until the outstanding amount is paid.
3. Invoices with respect to such fees set forth the Table of Register Fees shall be issued according to the Detailed Rules for Calculation and Collecting of Exchange Fees and Charges prevailing at TGE.
4. TGE reserves the right to refrain from collecting the fee from a GOR Member in case when the cost of collection exceeds the amount of the fee.

## **CHAPTER V**

### **Final provisions**

#### **§31**

1. The Management Board of the Exchange may adopt resolutions on particular matters concerning changes in the operation of the GOR.
2. The resolutions referred to in clause 1 above, as well as other communications concerning the operation of the GOR system shall be provided to the GOR Members immediately through the website of the Exchange.
3. The resolutions referred to in clause 1 above shall become effective after one week of their publication in accordance with clause 2, unless a different effective date of such resolutions is appropriate to ensure proper operation of the GOR.
4. The Management Board of the Exchange, by way of a resolution, or another authorised person shall take decisions on particular matters in connection with the registration and record-keeping for Guarantees of Origin as part of the on-going management of the GOR. The resolutions of the Management Board of the Exchange, or decisions of such authorised person, adopted as part of the on-going management of the GOR shall become effective on the date of their adoption, unless a different date is indicated in the resolution or the decision. Provisions of clause 2 shall be applied *mutatis mutandis*.

#### **§32**

1. TGE reserves the right to introduce maintenance breaks in the access by GOR Members to the GOR IT System for the purposes of carrying out necessary activities to ensure its adequate performance. TGE shall inform GOR Members about the planned maintenance break on the website used for logging into the system, at least 1 day in advance, provided that this notice period may be subject to change under extraordinary circumstances.
2. GOR Members shall take the maintenance break planned by TGE into consideration in the performance of their operations in the GOR, and shall exclusively bear the risk of the expiry of the Guarantees of Origin during the maintenance break. TGE disclaims any liability towards GOR Members with respect to the expiration of Guarantees of Origin during the maintenance break.

#### **§33**

TGE disclaims any liability towards GOR Members in connection with a failure of the GOR IT System to the maximum extent allowed by the law, and specifically TGE waives and disclaims its liability in connection with the expiration of Guarantees of Origin during a failure of the GOR IT System. In case of a failure of the GOR IT System, TGE shall only be liable when the damage results from an intentional fault of TGE, and provided that the affected GOR Member demonstrates

a direct relationship between the TGE's intentional fault and the loss incurred by such GOR Member.

#### **§34**

These Rules shall not affect the provisions of the Certificates of Origin Rules.

### **CHAPTER VI**

#### **Complaints**

#### **§35**

The procedure for accepting and considering complaints related to the activities of TGE, submitted by the Members of the Guarantee of Origin Register, is set out in the Rules for accepting and considering complaints related to the activities of Towarowa Giełda Energii S.A., which are accessible on the website of the Exchange.

### **CHAPTER VII**

#### **Transitory provisions**

#### **§36**

1. For Guarantees of Origin redeemed prior to 6 October 2023, the GOR Member shall indicate in the application the name of the end consumer for the benefit of whom the Guarantees of Origin were redeemed. The model application form is enclosed in Appendix 4 to these GOR Rules for RES guarantees and in Appendix 5 for CHP guarantees.
2. In the application referred to in clause 1 above, the number of MWh under the Guarantees of Origin covered by the submitted application must correspond to the number of MWh under the Guarantees of Origin redeemed by the Applicant in the GOR IT system.
3. TGE shall issue a document confirming that the Guarantees of Origin being subject to the redemption were held by the GOR Member at the time of redemption. The document referred to in the preceding sentence shall contain the details of the redeemed Guarantees of Origin and the details from the application referred to in clause 1 above.
4. The document referred to in clause 3 shall be issued separately for RES guarantees and for CHP guarantees.
5. The GOR Member shall not be allowed to withdraw or modify the redemption referred to in clause 1, nor the application referred to in clause 2 above.
6. The document referred to in clause 3 above shall be issued for the purposes of providing evidence to the end consumer that the amount of electricity specified in the document and delivered to a distribution network or the transmission network was generated in the energy source indicated in the redeemed Guarantee of Origin (confirmation document).

The document referred to in clause 3 above shall include the “estimated avoided emissions factor”, calculated according to the following formula:

$$\text{Estimated avoided emissions factor} = E * \left(\frac{V_d}{V_c}\right)$$

where:

*E* – estimated avoided emissions for the total volume of a guarantee of origin issued pursuant to Article 121(3)(7) of the Act of 19 July 2019 on the amendment of the Renewable Energy Sources Act and Certain Other Acts (Journal of Laws 2019 item 1524).

*V<sub>d</sub>* – volume of a split guarantee of origin

*V<sub>c</sub>* – total volume of an issued guarantee of origin

7. The result of the calculation of the factor referred to in clause 7 resulting from the split of a guarantee of origin shall not be subject to rounding up.
8. The issued documents shall be delivered by TGE to the address of the GOR Member.
9. The information on the redemption of Guarantees of Origin shall be entered to the Guarantees of Origin Register.
10. The Exchange shall not be required to verify the details in tables 3 and 4 (concerning the end consumer, length of electricity consumption period and the Applicant’s comments) provided in the application for the issuance of a confirmation document, nor shall it confirm their accuracy in the confirmation document.
11. In case when the selling GOR Member places an offer to sell a Guarantee of Origin in accordance with §17 clause 4, the redemption of the Guarantee of Origin shall not be possible until the offer to sell is rejected by the GOR Member to whom such offer was addressed, or withdrawn by the selling GOR Member.
12. The applications referred to in clause 1 may be submitted up to 31.03.2024. The date on which a correct application is received by the GOR maintained at TGE shall be decisive. Applications submitted to TGE after this date shall be left unconsidered, i.e. they will not be printed by TGE in the form of a confirmation document.

## Appendix 1 to the Rules for the Guarantees of Origin Register

### Appendix 1a Table of Register Fees –Guarantees of Origin for electricity from renewable energy sources:

No.	Fee	Rate
1.	Fee for the entry of a Guarantee of Origin for electricity from RES	0.03 PLN/MWh
2.	Fee for each acceptance of an offer to sell Guarantees of Origin for electricity from RES, payable by the party which increases the number of Guarantees of Origin held on its account	0.05 PLN/MWh
3.	Fee for the notification of redemption of a Guarantee of Origin for electricity from RES	0.06 PLN/MWh
4.	Fee for the issuance of a document in the Polish language confirming the redemption of guarantees of origin for electricity from RES to an end consumer	50 PLN/item
5.	Fee for the issuance of a document in the English language confirming the redemption of guarantees of origin for electricity from RES to an end consumer	50 PLN/item
6.	Fee for processing the request for transfer <sup>2</sup> payable by the party that increases the number of Guarantees of Origin for electricity from RES held on its account	0.10 PLN/MWh
7.	Fee for the entry of a Guarantee of Origin for electricity from RES issued in another country <sup>3</sup> and recognized by the President of the ERO	0.50 PLN/MWh

<sup>2</sup> § 17 of the GOR Rules

<sup>3</sup>A Member State of the European Union, the Swiss Confederation or a Member State of the European Free Trade Association (EFTA) - a party to the Agreement on the European Economic Area or a Member State of the Energy Community, recognised by the President of the ERO

**Appendix 1b Table of Register Fees – guarantees of origin for heat from renewable energy sources:**

<b>No.</b>	<b>Fee</b>	<b>Rate</b>
1.	Fee for the entry of a Guarantee of Origin for heat from RES	0.03 PLN/MWh
2.	Fee for each acceptance of an offer to sell Guarantees of Origin for heat from RES, payable by the party which increases the number of Guarantees of Origin held on its account	0.05 PLN/MWh
3.	Fee for the notification of redemption of a Guarantee of Origin for heat from RES	0.06 PLN/MWh
4.	Fee for the issuance of a document in the Polish language confirming the redemption of guarantees of origin for heat from RES to an end consumer	50 PLN/item
5.	Fee for the issuance of a document in the English language confirming the redemption of guarantees of origin for heat from RES to an end consumer	50 PLN/item
6.	Fee for processing the request for transfer <sup>4</sup> payable by the party that increases the number of Guarantees of Origin for heat from RES held on its account	0.10 PLN/MWh
7.	Fee for the entry of a Guarantee of Origin for heat from RES issued in another country <sup>5</sup> and recognized by the President of the ERO	0.50 PLN/MWh

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<sup>4</sup> § 17 of the GOR Rules

<sup>5</sup>A Member State of the European Union, the Swiss Confederation or a Member State of the European Free Trade Association (EFTA) - a party to the Agreement on the European Economic Area or a Member State of the Energy Community, recognised by the President of the ERO

**Appendix 1c Table of Register Fees – guarantees of origin for cooling from renewable energy sources:**

<b>No.</b>	<b>Fee</b>	<b>Rate</b>	
1.	Fee for the entry of a Guarantee of Origin for cooling from RES	0.03	PLN/MWh
2.	Fee for each acceptance of an offer to sell Guarantees of Origin for cooling from RES, payable by the party which increases the number of Guarantees of Origin held on its account	0.05	PLN/MWh
3.	Fee for the notification of redemption of a Guarantee of Origin for cooling from RES	0.06	PLN/MWh
4.	Fee for the issuance of a document in the Polish language confirming the redemption of guarantees of origin for cooling from RES to an end consumer	50	PLN/item
5.	Fee for the issuance of a document in the English language confirming the redemption of guarantees of origin for cooling from RES to an end consumer	50	PLN/item
6.	Fee for processing the request for transfer <sup>6</sup> payable by the party that increases the number of Guarantees of Origin for cooling from RES held on its account	0.10	PLN/MWh
7.	Fee for the entry of a Guarantee of Origin for cooling from RES issued in another country <sup>7</sup> and recognized by the President of the ERO	0.50	PLN/MWh

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<sup>6</sup> § 17 of the GOR Rules

<sup>7</sup>A Member State of the European Union, the Swiss Confederation or a Member State of the European Free Trade Association (EFTA) - a party to the Agreement on the European Economic Area or a Member State of the Energy Community, recognised by the President of the ERO

## Appendix 1d Table of Register Fees – guarantees of origin from biomethane

No.	Fee	Rate
1.	Fee for the entry of a Guarantee of Origin from biomethane	0.03 PLN/MWh
2.	Fee for each acceptance of an offer to sell Guarantees of Origin from biomethane, payable by the party which increases the number of Guarantees of Origin held on its account	0.05 PLN/MWh
3.	Fee for the notification of redemption of a Guarantee of Origin from biomethane	0.06 PLN/MWh
4.	Fee for the issuance of a document in the Polish language confirming the redemption of guarantees of origin from biomethane to an end consumer	50 PLN/item
5.	Fee for the issuance of a document in the English language confirming the redemption of guarantees of origin from biomethane to an end consumer	50 PLN/item
6.	Fee for processing the request for transfer <sup>8</sup> payable by the party that increases the number of Guarantees of Origin from biomethane held on its account	0.10 PLN/MWh
7.	Fee for the entry of a Guarantee of Origin from biomethane issued in another country <sup>9</sup> and recognized by the President of the ERO	0.50 PLN/MWh

<sup>8</sup> § 17 of the GOR Rules

<sup>9</sup>A Member State of the European Union, the Swiss Confederation or a Member State of the European Free Trade Association (EFTA) - a party to the Agreement on the European Economic Area or a Member State of the Energy Community, recognised by the President of the ERO

## Appendix 1e Table of Register Fees – guarantees of origin from renewable hydrogen

No.	Fee	Rate
1.	Fee for the entry of a Guarantee of Origin from renewable hydrogen	0.03 PLN/MWh
2.	Fee for each acceptance of an offer to sell Guarantees of Origin from renewable hydrogen, payable by the party which increases the number of Guarantees of Origin held on its account	0.05 PLN/MWh
3.	Fee for the notification of redemption of a Guarantee of Origin from renewable hydrogen	0.06 PLN/MWh
4.	Fee for the issuance of a document in the Polish language confirming the redemption of guarantees of origin from renewable hydrogen to an end consumer	50 PLN/item
5.	Fee for the issuance of a document in the English language confirming the redemption of guarantees of origin from renewable hydrogen to an end consumer	50 PLN/item
6.	Fee for processing the request for transfer <sup>10</sup> payable by the party that increases the number of Guarantees of Origin from renewable hydrogen held on its account	0.10 PLN/MWh
7.	Fee for the entry of a Guarantee of Origin from renewable hydrogen issued in another country <sup>11</sup> and recognized by the President of the ERO	0.50 PLN/MWh

<sup>10</sup> § 17 of the GOR Rules

<sup>11</sup>A Member State of the European Union, the Swiss Confederation or a Member State of the European Free Trade Association (EFTA) - a party to the Agreement on the European Economic Area or a Member State of the Energy Community, recognised by the President of the ERO

**Appendix 1f Table of Register Fees – guarantees of origin from biogas or agricultural biogas**

<b>No.</b>	<b>Fee</b>	<b>Rate</b>	
1.	Fee for the entry of a Guarantee of Origin from biogas or agricultural biogas	0.03	PLN/MWh
2.	Fee for each acceptance of an offer to sell Guarantees of Origin from biogas or agricultural biogas, payable by the party which increases the number of Guarantees of Origin held on its account	0.05	PLN/MWh
3.	Fee for the notification of redemption of a Guarantee of Origin from biogas or agricultural biogas	0.06	PLN/MWh
4.	Fee for the issuance of a document in the Polish language confirming the redemption of guarantees of origin from biogas or agricultural biogas to an end consumer	50	PLN/item
5.	Fee for the issuance of a document in the English language confirming the redemption of guarantees of origin from biogas or agricultural biogas to an end consumer	50	PLN/item
6.	Fee for processing the request for transfer <sup>12</sup> payable by the party that increases the number of Guarantees of Origin from biogas or agricultural biogas held on its account	0.10	PLN/MWh
7.	Fee for the entry of a Guarantee of Origin from biogas or agricultural biogas issued in another country <sup>13</sup> and recognized by the President of the ERO	0.50	PLN/MWh

<sup>12</sup> § 17 of the GOR Rules

<sup>13</sup>A Member State of the European Union, the Swiss Confederation or a Member State of the European Free Trade Association (EFTA) - a party to the Agreement on the European Economic Area or a Member State of the Energy Community, recognised by the President of the ERO

**Appendix 1g Table of Register Fees – guarantees of origin from high-efficiency cogeneration (CHP):**

<b>No.</b>	<b>Fee</b>	<b>Rate</b>
1.	Fee for the entry of a CHP Guarantee of Origin	0.03 PLN/MWh
2.	Fee for each acceptance of an offer to sell CHP Guarantees of Origin, payable by the party which increases the number of Guarantees of Origin held on its account	0.05 PLN/MWh
3.	Fee for the notification of redemption of a CHP Guarantee of Origin	0.06 PLN/MWh
4.	Fee for the issuance of a document in the Polish language confirming the redemption of guarantees of origin from CHP for an end consumer	50 PLN/item
5.	Fee for the issuance of a document in the English language confirming the redemption of guarantees of origin from CHP for an end consumer	50 PLN/item
6.	Fee for processing the request for transfer <sup>14</sup> payable by the party that increases the number of CHP Guarantees of Origin held on its account	0.10 PLN/MWh
7.	Fee for the entry of a CHP Guarantee of Origin issued in another country <sup>15</sup> and recognized by the President of the ERO	0.50 PLN/MWh

<sup>14</sup> § 17 of the GOR Rules

<sup>15</sup>A Member State of the European Union, the Swiss Confederation or a Member State of the European Free Trade Association (EFTA) - a party to the Agreement on the European Economic Area or a Member State of the Energy Community, recognised by the President of the ERO

**Appendix 1h Table of Register Fees –Marketplace Subscription**

<b>No.</b>	<b>Fee</b>	<b>Rates</b>
1.	Fee for a 30-day subscription	150 PLN
2.	Fee for a 90-day subscription	400 PLN
3.	Fee for a 180-day subscription	600 PLN
4.	Fee for a 365-day subscription	1000 PLN

## **Appendix 2 to the Rules for the Guarantees of Origin Register**

### **Application for the status of a Member of the Guarantees of Origin Register**

We the undersigned, acting on behalf of ..... (the "Applicant") on the basis of § 4 of the Rules for the Guarantees of Origin Register, apply to Towarowa Giełda Energii S.A. to grant the status of a Member of the Guarantees of Origin Register to the Applicant. We hereby declare that we have reviewed the provisions of the Rules for the Guarantees of Origin Register (the "GOR Rules") and we undertake to observe them.

The Applicant irrevocably agrees to the disclosure by the employees of Towarowa Giełda Energii S.A. of information concerning the applicant, which may be collected by TGE in connection with the applicant's activity in the Guarantees of Origin Register, upon each demand of the entities authorised to obtain information subject to legally protected secret (this consent shall survive the termination of the membership).

We also undertake to inform Towarowa Giełda Energii S.A. about any changes to the details provided in this application and to submit any other information as requested.

The details required for processing the application in accordance with the GOR Rules are specified below.

#### **Applicant's details:**

Applicant's Company name	
Applicant's registered address	
Postal code / City	
Contact email address	
Email address for sending electronic invoices (if applicable)	
Tax identification number (NIP)	
Number in the National Court Register (KRS)	
Statistical number (REGON)	
The number of licence for trade and supply or generation of electricity, or other licence issued by the ERO, if the entity is required to hold such licence	
Website address	
Company's code in the Certificates of Origin Register (if applicable)	

We hereby express our consent to receive invoices issued and sent by Towarowa Giełda Energii S.A. electronically, according to the applicable legal regulations, in the PDF file format.

At the same time, the invoice issuer represents that they guarantee the authenticity of the origin and integrity and clarity of the content of the invoices to be sent electronically, according to the VAT Act of 11 March 2004 (Journal of Laws No. 54, Item 535, as amended),

Should we withdraw our consent to receive sales invoices electronically, TGE will be informed accordingly in writing or by email (to the address [tge-faktry@tge.pl](mailto:tge-faktry@tge.pl)); however in such case we undertake to make arrangements with TGE, either in writing or by email, as to the date on which TGE is to lose the right to send invoices electronically, which shall not fall later than 30 days of the

day following the day on which TGE receives the notice on the withdrawal of this consent. (delete if not applicable).

*The Applicant declares that it has read the information on personal data processing by Towarowa Gielda Energii S.A.(Appendix 7 to the Guarantees of Origin Register accessible on the website at [www.tge.pl/rejestr-gwarancji-pochodzenia](http://www.tge.pl/rejestr-gwarancji-pochodzenia)) and undertakes to pass it on to the persons whose data is disclosed to TGE in connection with the procedure of granting the membership in the Guarantees of Origin Register.*

.....  
*stamps and signatures of persons authorised to represent the Applicant*

.....  
*Place and date*

### **Additional documents required as attachments to the Application:**

1. Identification documents of the Applicant:
  - a) Appendix 3 to the Regulations of the Guarantee of Origin Register, List of persons authorised to represent the applicant in the Guarantees of Origin Register;
  - b) a copy of a current extract from the relevant register of the Applicant or a printout from the Central Database of the National Court Register corresponding to the current extract from the Register of Entrepreneurs downloaded in accordance with Article 4 sec. 4aa of the Act of 20 August 1997 on the National Court Register (Journal of Laws of 2007, No 168, item 1186, as amended), or a printout from the Central Information Bureau of the National Court Register (CEIDG), or equivalent documents in case of entities of Applicants based outside Poland;
  - c) a copy of documents confirming the assignment of a tax identification number (NIP) and statistical number (REGON);
  - d) a full copy of a license issued by the President of the ERO, if the entity is obliged to hold such a license;
  - e) Declaration concerning the indication of the beneficial owner;
  - f) in the case of Applicants based outside Poland, a Tax Residency Certificate issued by the competent tax authority having jurisdiction over the Applicant's registered office;
  - g) all documents submitted must be delivered in Polish, or in English and accompanied by a translation by a professional translator.
2. The current Members of the Guarantees of Origin Register shall be released from the obligation to present the above-mentioned documents, provided that the Exchange shall have the right to request their presentation at any time.

## Appendix 3 to the Rules for the Guarantees of Origin Register

### List of persons authorised to represent the applicant in the Guarantees of Origin Register

#### Power of Attorney

Acting on behalf of:

Name of the Applicant	
Tax Identification Number (NIP)	

we hereby grant the power of attorney to the individuals listed below to perform operations in the Guarantees of Origin Register maintained by Towarowa Giełda Energii S.A. (abbreviated name: TGE).

All the items in the table below are obligatory.

Name and surname	Phone number	Email Address

The persons identified in the table above are obliged to comply with the GOR Rules and acknowledge the privacy notice applicable to the processing of personal data by Towarowa Giełda Energii S.A., as set out in Appendix No. 7 to the Rules of the Guarantees of Origin Register and available on the website at [www.tge.pl/rejestr-gwarancji-pochodzenia](http://www.tge.pl/rejestr-gwarancji-pochodzenia).

Each of the holders of the power of attorney shall be authorised to access the data of all transactions performed on the register account, redeem Guarantees of Origin, submit requests for issuance of confirmation documents, and to execute buy or sell transactions in respect of Guarantees of Origin in the RGP IT System. Each of the holders of the power of attorney shall be authorised to perform the aforementioned actions independently.

At the same time, we declare that all the powers of attorney previously granted to persons authorised to represent the Applicant have been revoked. *(delete if not applicable)*.

*The Applicant declares that it has read the information concerning the processing of personal data by Towarowa Giełda Energii S.A. (Appendix 7 to the Rules for the Guarantee of Origin Register, accessible at [www.tge.pl/rejestr-gwarancji-pochodzenia](http://www.tge.pl/rejestr-gwarancji-pochodzenia)) and undertakes to pass on such information to the persons whose data is disclosed to Towarowa Giełda Energii S.A. in connection with the procedure of granting the membership in the Guarantees of Origin Register.*

.....

*stamps and signatures of persons authorised to represent the Applicant*

.....  
*Place and date*

**Appendix 4 to the Rules for the Guarantees of Origin Register  
Application for a document confirming the redemption of RES guarantees  
for guarantees redeemed before 13.11.2023.**

We, the undersigned, acting on behalf of:

Table 1

Name of the GOR Member	
RGP Code	

pursuant to § 31.3 in connection with clause 1 and 3 of the Rules for the Guarantees of Origin Register, kindly request you to confirm that the applicant held the title to the following Guarantees of Origin being subject to the redemption at the time of their redemption:

Table 2

Unique number of the Guarantee of Origin	Date of redemption	Number of MWh
1.		
2.		
3.		
<b>Total MWh:</b>		

The guarantees of origin were redeemed for the benefit of the following end consumer:

Table 3

Name/business name of the end consumer of the name and surname of the end consumer	Tax Identification Number (NIP)	KRS	ADDRESS (city, street, postal code)

*The confirmation document is issued for a single end consumer*

Table 4<sup>16</sup>

<b>Domain (country)</b>	
<b>The electricity consumption period covered by this application</b>	
<b>Purpose of redemption<sup>17*</sup></b>	<input type="checkbox"/> Disclosure of the energy source <input type="checkbox"/> Other:.....
<b>Applicant's comments</b>	

**Document language<sup>18</sup>:**  Polish  English

<sup>16</sup> The information on the electricity consumption period and comments are not obligatory. The data is provided at the request of the transferring party and at their own responsibility.

<sup>17</sup> If there is no information on the purpose of redemption, the confirmation document will state "Disclosure of energy source".

<sup>18</sup> If both languages are selected, a fee for each language will be charged in accordance with Appendix 1a to the GOR Rules

The Applicant declares that it has read the information concerning the processing of personal data by Towarowa Giełda Energii S.A. (as indicated below and accessible at [www.tge.pl/rejestr-gwarancji-pochodzenia](http://www.tge.pl/rejestr-gwarancji-pochodzenia)) and undertakes to pass on such information to the persons whose data is disclosed to Towarowa Giełda Energii S.A. in connection with the redemption of guarantees of origin from renewable energy sources).

.....  
stamps and signatures of persons authorised to represent the Applicant

.....  
Place and date

### **Privacy notice**

(to be presented to the end consumer together with a document confirming the redemption of a RES or CHP guarantee of origin)

The controller of the personal data shall be Towarowa Giełda Energii S.A. having its registered office at ul. Książęca 4, 00-498 Warszawa, phone: + 48 22 341 99 12, email: [tge@tge.pl](mailto:tge@tge.pl)

The data controller has appointed a data protection officer who can be contacted at: [daneosobowe@tge.pl](mailto:daneosobowe@tge.pl)

The personal data of the end consumer shall be processed for the purposes of issuing a document confirming the redemption of guarantees of origin from renewable energy sources or from high-efficiency cogeneration on the basis of the application submitted by the Member of the Guarantees of Origin Register, in connection with the performance of the GOR membership agreement ((Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and provisions of the Act on Renewable Energy Sources (Article 6(1)(c) of the Personal Data Protection Regulation), as well as for the purposes of possible assertion or defence against claims, which constitute a legitimate interest of TGE (Article 6(1)(f) of the General Data Protection Regulation).

The data will be kept for the period of membership in the Register, and thereafter for the purposes of fulfilling the legal obligation of the Controller, to the extent required by the applicable legal regulations (specifically the provisions of the Act on Renewable Energy Sources) and until the prescription of any possible claims of the Member of the Guarantee of Origin Register surviving the termination of the membership in the Register.

The recipients of personal data may include providers of services for TGE, e.g. IT services, as well as other entities, persons or authorities, to the extent allowed by and in accordance with the principles set out by the law. The disclosure of personal data to the above mentioned entities shall take place in accordance with the applicable legal regulations and in compliance with the principles for ensuring their security and confidentiality.

Each person shall have the right to request access to, rectification, erasure, restriction of processing and the transfer of his or her personal data. Each person shall have the right to lodge a complaint to the President of the Personal Data Protection Office and to object against the processing of his or her personal data.

Each person shall have the right to object to the processing of their personal data on the basis of the legitimate interest of the controller.

The personal data were provided by the Member of the Guarantee of Origin Register in connection with the application for the issuance of a document confirming the redemption of guarantees of origin from renewable energy sources or from high-efficiency cogeneration.

## Appendix 5 to the Rules for the Guarantees of Origin Register

### Application for a document confirming the redemption of guarantees of origin from high-efficiency cogeneration for guarantees redeemed before 13.11.2023.

We, the undersigned, acting on behalf of:

Table 1

Name of the GOR Member	
RGP Code	

pursuant to § 31.3 in connection with clause 1 and 3 of the Rules for the Guarantees of Origin Register, kindly request you to confirm that the applicant held the title to the following Guarantees of Origin being subject to the redemption at the time of their redemption:

Table 2

Unique number of the Guarantee of Origin	Date of redemption	Number of MWh
1.		
2.		
3.		
<b>Total MWh:</b>		

The guarantees of origin were redeemed for the benefit of the following end consumer:

Table 3

Name/business name of the end consumer of the name and surname of the end consumer	Tax Identification Number (NIP)	KRS	ADDRESS (city, street, postal code)

*The confirmation document is issued for a unique end consumer*

Table 4<sup>19</sup>

<b>Domain (country)</b>	
<b>The electricity consumption period covered by this application</b>	
<b>Purpose of redemption<sup>20*</sup></b>	<input type="checkbox"/> Disclosure of the energy source <input type="checkbox"/> Other:.....
<b>Applicant's comments</b>	

<sup>19</sup> The information on the electricity consumption period and comments are not obligatory. The data is provided at the request of the transferring party and at their own responsibility.

<sup>20</sup> If there is no information on the purpose of redemption, the confirmation document will state "Disclosure of energy source".

**Document language<sup>21</sup>:**  Polish  English

*The Applicant declares that it has read the information concerning the processing of personal data by Towarowa Gielda Energii S.A. (as indicated below and accessible at [www.tge.pl/rejestr-gwarancji-pochodzenia](http://www.tge.pl/rejestr-gwarancji-pochodzenia)) and undertakes to pass on such information to the persons whose data is disclosed to Towarowa Gielda Energii S.A. in connection with the redemption of guarantees of origin from high-efficiency cogeneration).*

.....  
stamps and signatures of persons authorised to represent the Applicant

.....  
Place and date

**Privacy notice**

*(to be presented to the end consumer together with a document confirming the redemption of a RES or CHP guarantee of origin)*

*The controller of the personal data shall be Towarowa Gielda Energii S.A. having its registered office at ul. Książęca 4, 00-498 Warszawa, phone: +48 22 220 99 12, email: [tge@tge.pl](mailto:tge@tge.pl)*

*The data controller has appointed a data protection officer who can be contacted at: [daneosobowe@tge.pl](mailto:daneosobowe@tge.pl)*

*The personal data of the end consumer shall be processed for the purposes of issuing a document confirming the redemption of guarantees of origin from renewable energy sources or from high-efficiency cogeneration on the basis of the application submitted by the Member of the Guarantees of Origin Register, in connection with the performance of the GOR membership agreement ((Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), ) and provisions of the Act on Renewable Energy Sources (Article 6(1)(c) of the Personal Data Protection Regulation), as well as for the purposes of possible assertion or defence against claims, which constitute a legitimate interest of TGE (Article 6(1)(f) of the General Data Protection Regulation).*

*The data will be kept for the period of membership in the Register, and thereafter for the purposes of fulfilling the legal obligation of the Controller, to the extent required by the applicable legal regulations (specifically the provisions of the Act on Renewable Energy Sources) and until the prescription of any possible claims of the Member of the Guarantee of Origin Register surviving the termination of the membership in the Register.*

*The recipients of personal data may include providers of services for TGE, e.g. IT services, as well as other entities, persons or authorities, to the extent allowed by and in accordance with the principles set out by the law. The transfer of personal data to the above mentioned entities shall take place in accordance with the applicable law and in compliance with the principles for ensuring to their security and confidentiality.*

*Each person shall have the right to request access to, rectification, erasure, restriction of processing and the transfer of his or her personal data. Each person shall have the right to lodge a complaint to the President of the Personal Data Protection Office and to object against the processing of his or her personal data.*

*Every person shall have the right to object to the processing of his or her personal data on the basis of the legitimate interest of the controller.*

*The personal data were provided by the Member of the Guarantee of Origin Register in connection with the application for the issuance of a document confirming the redemption of guarantees of origin from renewable energy sources or from high-efficiency cogeneration.*

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<sup>21</sup> If both languages are selected, a fee for each language will be charged in accordance with Appendix 1b to the GOR Rules

**Appendix 6 to the Rules for the Guarantees of Origin Register**  
**Declaration of resignation from the membership in the Guarantees of**  
**Origin Register**

..... DD.MM.YYYY

We, the undersigned, acting on behalf of and for:

Name of the GOR Member	
Tax Identification Number (NIP)	
RGP Code	

pursuant to § 8 of the Rules for the Guarantees of Origin Register, declare that we resign from the membership in the Guarantees of Origin Register.

We declare that we have no financial obligations towards Towarowa Giełda Energii S.A. as at the date of this declaration.

Furthermore, we hereby declare that we express our consent to the referral, in accordance with the GOR Rules, of any civil disputes which might result from the termination of our membership in the Register to the arbitration court operating at Towarowa Giełda Energii S.A.

.....  
*signature of person authorised to act with respect to the Register*  
*(please indicate name and surname)*

## **Appendix 7 to the Rules for the Guarantees of Origin Register**

### **Privacy notice**

*The controller of the personal data shall be Towarowa Gielda Energii S.A. having its registered office at ul. Książęca 4, 00-498 Warszawa, phone: +48 22 341 99 12, e-mail: tge@tge.pl*

*The data controller has appointed a data protection officer who can be contacted at: daneosobowe@tge.pl*

*The data shall be processed for the purposes of and to the extent required for the conclusion of a GOR membership agreement between TGE and the applicant, the subsequent performance of the agreement by TGE and for the purposes of maintaining the Guarantees of Origin Register and supporting the Members of the Guarantees of Origin Register, in accordance with 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).*

*The data processing is necessary for the performance of a contract (Article 6(1)(b) of the General Data Protection Regulation) and for the implementation of the provisions of the Energy Law Act as well as the provisions of the Renewable Energy Sources Act (Article 6(1)(c) of the General Data Protection Regulation).*

*The provision of data is a condition for the performance of the contract, and the failure to provide the data will preclude the issuance of resolution on the membership. The provision of data within the Marketplace is voluntary.*

*The data will be kept for the period of membership in the Register, and thereafter for the purposes of fulfilling the legal obligation of the Controller, to the extent required by the applicable legal regulations (specifically the accounting and tax law) and until the prescription of any possible claims of the Member of the Guarantee of Origin Register surviving the termination of the membership in the Register.*

*Contact details of persons authorised to represent a GOR Member, assigned to the user account, may be processed on the basis of voluntary consent (Article 6(1)(a) of the General Data Protection Regulation) in the event of acceptance of a Sale Notice or a Purchase Notice within the Marketplace, for the purpose of disclosing them to the Member publishing the Notice.*

*The recipients of personal data may include providers of financial, accounting and consulting services for TGE, as well as other entities, persons or authorities, in accordance with the scope and principles set out by the applicable legal regulations. The disclosure of personal data to the above mentioned entities shall take place in accordance with the applicable legal regulations and in compliance with the principles for ensuring their security and confidentiality.*

*Each person shall have the right to request access to, rectification, erasure, restriction of processing and the transfer of his or her personal data. Each person shall have the right to lodge a complaint to the President of the Personal Data Protection Office and to object against the processing of his or her personal data.*

*Every person shall have the right to object to the processing of his or her personal data on the basis of the legitimate interest of the controller. Where the legal basis for data processing is consent, each person has the right to withdraw such consent at any time, without affecting the lawfulness of processing carried out on the basis of consent before its withdrawal.*

**Appendix 8 to the Rules for the Guarantees of Origin Register  
Declaration concerning the indication of the beneficial owner**

*/Place, date dd-mm-yyyy/*

**Declaration**

.....  
*/Applicant's name and registered office/*  
 entered in the Register of Entrepreneurs under the KRS number  
 ...../Central Register and Database of Business Activity (delete as  
 appropriate), NIP ....., REGON .....,  
 declares that:

- 1. It is a company whose securities are admitted to trading on a regulated market subject to disclosure requirements under Polish and European Union law or equivalent third country law,**

**Table 1** – the Applicant indicates in the following table the shareholder(s) – natural person(s) entitled to the ownership right of 5% or more of the total number of shares of this legal person:

No.	Full name of the shareholder (natural person)	% share in the total number of votes	Country of residence (if known to the Applicant)
1.			
2.			
3.			
4.			

- 2. It is not a company whose securities are admitted to trading on a regulated market subject to disclosure requirements under Polish and European Union law or equivalent third country law,**

**Table 2** - the beneficial owner<sup>22</sup> of the Applicant is:

Data	1. Beneficial owner	2. Beneficial owner	3. Beneficial owner
Name and surname*			
% share in the Applicant's capital (including the Applicant's share structure)*			
Citizenship**			
Country of residence**			

**3. It is a civil law partnership. For each partner in the civil law partnership, the beneficial owner must be indicated in accordance with the following instructions.**

- a) *in the case of a partner who is a natural person, they are themselves the beneficial owner. In this case, the details of the partner should be entered in the table below. If control is exercised over the Shareholder, as an entrepreneur, by an individual or individuals, such individuals should be indicated in the table below as the beneficial owners of the Shareholder,*
- b) *in the case of a partner that is a capital company (limited liability company, simple joint-stock company, joint-stock company), the beneficial owner of such partner must be indicated in the table, as notified to the Central Register of Beneficial Owners kept by the Minister of Finance in accordance with the Act of 1 March 2018 on Counteracting Money Laundering and Financing of Terrorism.*

**Table 3 – Partner 1:**

..... (name and surname/partner’s company name)

Data	1. Beneficial owner	2. Beneficial owner	3. Beneficial owner
Name and surname*			
Citizenship**			
Country of residence**			

**Table 4 – Partner 2:**

..... (name and surname/partner’s company name)

Data	1. Beneficial owner	2. Beneficial owner	3. Beneficial owner
Name and surname*			
Citizenship**			
Country of residence**			

*If there are more than two partners, the details of the subsequent partners and their beneficial owners should be indicated in an annex to this declaration using the tables above.*

**4. Is a sole trader doing business on the basis of an entry in Central Register and Database of Business Activity (CEIDG)**

**Table 5** - it is assumed that the beneficial owner is the Applicant itself. If the Applicant, as an entrepreneur, is controlled by (a) natural person(s), such person(s) should be indicated in the table below as the beneficial owners of the Applicant:

Details	1. Beneficial owner	2. Beneficial owner	3. Beneficial owner
Name and surname*			
Citizenship**			
Country of residence**			

\* mandatory

\*\* provide, if known to the Applicant

*The Applicant declares that it reviewed the following information concerning the processing of personal data by Towarowa Gielda Energii S.A. and undertakes to provide it to the natural persons indicated in this declaration, whose data is made available to TGE in connection with the procedure of granting the status of a Member of the Guarantees of Origin Register.*

*At the same time, the Applicant acknowledges and undertakes to adhere to the principle that it is incumbent on the Applicant to identify the beneficial owner and, in connection with the identification of such beneficial owners, the Applicant is aware of any consequences this may have for the Applicant's operation at TGE.*

.....  
/signatures of persons authorised to represent the Applicant/

**Information concerning personal data processing  
(to be provided to the individuals indicated in the above-mentioned  
declaration)**

*In performance of the information obligation in accordance with Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter "GDPR"), in the event of data being acquired in a different way than from the data subject (indirectly), we kindly inform you that:*

- *The controller of the personal data is Towarowa Gielda Energii S.A. having its registered office at ul. Książęca 4, 00-498 Warszawa, phone: + 48 22 341 99 12, tge@tge.pl.*
- *Your data will be processed by the Controller in accordance with the provisions of the GDPR.*

- The data controller has appointed a data protection officer who can be contacted at: daneosobowe@tge.pl

The scope of data processed includes the name and surname, citizenship, country of residence.

#### **Purpose of and legal basis for personal data processing**

a) The data will be processed on the basis of legitimate interest pursued by TGE (Article 6(1)(f) of the GDPR), in particular for purposes related to:

- the execution of a GOR membership agreement between TGE and the Applicant, subsequent performance of such agreement by TGE, as well as the maintenance of the Guarantees of Origin Register and the service provided to the Members of the Guarantees of Origin Register,
- risk management, prevention of sanctions violations and fraud, including the use of the activities of TGE for criminal purposes,
- disclosure of information concerning suspected or discovered offences,
- prevention of fraudulent practices or suspicious transactions and orders.

b) The processing is necessary for fulfilling the legal obligations of TGE (Article 6.1.c of the GDPR) resulting from:

- Act of 13 April 2022 on special solutions to prevent support for the aggression against Ukraine and to protect national security,
- Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine,
- Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in connection with the situation in Belarus and its involvement in Russia's aggression against Ukraine,
- and other legal acts establishing lists of states, organisations, legal persons and natural persons on which international sanctions have been imposed.

#### **Categories of personal data:**

For the purpose indicated above, the Controller shall process the data of the Beneficial Owners(\*) indicated by entities applying for GOR membership.

#### **Recipients of personal data**

Access to personal data may be granted to authorised employees of the Controller. Personal data may be disclosed to processors that provide services to the Controller and to whom these data are entrusted, e.g. providing billing and consulting services, entities servicing and maintaining IT systems used for the above mentioned purposes of data processing.

#### **Period of personal data storage**

The data will be kept for the period of the membership in the GOR, and thereafter for the purposes of fulfilling the legal obligation of the Controller, to the extent required by the applicable legal regulations (specifically the accounting and tax law) and until the prescription of any possible claims of the Member of the Guarantee of Origin Register surviving the termination of the membership in the Register.

#### **Rights related to the processing of personal data**

Each person shall have the right to request access to, rectification, erasure, restriction of processing and the transfer of his or her personal data. Each person shall have the right to lodge a complaint to the President of the Personal Data Protection Office and to object against the processing of his or her personal data.

Every person shall have the right to object to the processing of his or her personal data on the basis of the legitimate interest of the controller.

#### **Information on automated decision making and profiling**

Your personal data is not subject to automated processing or profiling.

*With regard to matters concerning the data processing and the exercise of the rights of data subjects, it is possible to contact the Controller by sending correspondence to the following e-mail address: daneosobowe@tge.pl*

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*12 The **beneficial owner** means the natural person(s) exercising direct or indirect control over the Applicant by virtue of powers in law or in fact which enable the exercise of decisive influence over the activities or actions undertaken by the Applicant, or the natural person(s) on whose behalf the business relationship is being established, including:*

*a) in the case when the Applicant is a legal person other than a company whose securities are admitted to trading on a regulated market subject to disclosure requirements under European Union law or equivalent third country law, the beneficial owner means:*

- a natural person who is a shareholder of the Applicant and has the right of ownership of more than 25% of the total number of shares of such legal person,*
- a natural person exercising more than 25% of the total number of votes in the governing authority of the Applicant, also as a pledgee or usufructuary, or on the basis of agreements with other persons entitled to vote,*
- a natural person exercising control over a legal person or legal persons which jointly hold the ownership right to more than 25% of the total number of shares of the Applicant, or jointly own more than 25% of the total number of votes in the Applicant's authority, also as a pledgee or usufructuary, or under agreements with other persons entitled to vote,*
- a natural person exercising control over the Applicant by virtue of the entitlements referred to in Article 3(1)(37) of the Polish Accounting Act of 29 September 1994 in relation to that legal person, or*
- a natural person holding a senior management position where there is a proven inability or doubt as to the identity of the natural persons referred to in the first, second, third and fourth indents, and where there is no established suspicion of money laundering or terrorist financing,*

*b) in the case when the Applicant is a trust, the beneficial owner means:*

- the founder, trustee, supervisor, if any,*
- beneficiary, other person exercising control over the trust,*

*c) in the case when the Applicant is a natural person pursuing business activity, and there are no circumstances that could indicate that such natural person is being controlled by another natural person(s), the is deemed to be the beneficial owner at the same time.*