

## TERMS AND CONDITIONS

### General Terms and Conditions

GENERAL TERMS AND CONDITIONS FOR USE OF THE PRISMA CAPACITY PLATFORM AS OF 01 JULY 2022. A PDF CAN BE DOWNLOADED [HERE](#).

#### Table of Content

#### Chapter 1 - GENERAL PROVISIONS

- Part I - SCOPE OF THESE GENERAL TERMS AND CONDITIONS
  - [Article 1: Definitions](#)
  - [Article 2: Platform Usage Contract](#)
  - [Article 3: Scope of application](#)
  - [Article 4: The PRISMA Capacity Platform: access and service prices](#)
- Part II - PROVISIONS REGARDING ACCESS TO THE PRISMA CAPACITY PLATFORM
  - [Article 5: Registration of the Customer on the PRISMA Capacity Platform](#)
  - [Article 6: Creation of an account at the PRISMA Capacity Platform](#)
  - [Article 7: Appointment of the User Administrator](#)
  - [Article 8: Appointment of the User\(s\)](#)
  - [Article 9: Approval of the Network User by the TSO and the Storage User by the SSO](#)
- Part III - PROVISIONS REGARDING THE USE OF THE PRISMA CAPACITY PLATFORM
  - [Article 10: Availability of access to the PRISMA Capacity Platform](#)
  - [Article 11: Access Key](#)
  - [Article 12: Conduct on the PRISMA Capacity Platform](#)
  - [Article 13: Functionality and suspension of the PRISMA Capacity Platform](#)
  - [Article 14: Protection of PRISMA's system security](#)
- Part IV - PROVISIONS REGARDING CONTRACT MODIFICATION, TERMINATION AND PLATFORM DEACTIVATION
  - [Article 15: Changes to this PUC](#)
  - [Article 16: Contract termination and deactivation of the Customer](#)
  - [Article 17: Deactivation of User Administrators](#)
  - [Article 18: Deactivation of Users](#)
- Part V - OTHER PROVISIONS
  - [Article 19: Liability and warranty](#)
  - [Article 20: Force majeure](#)
  - [Article 21: Use of data](#)
  - [Article 22: Confidentiality](#)
  - [Article 23: Language and severability clause](#)
  - [Article 24: Place of jurisdiction and applicable law](#)

#### Chapter 2 - GENERAL ALLOCATION RULES

- Part I - PROVISIONS REGARDING THE BOOKING OF TSO PRIMARY CAPACITIES
  - [Article 25: Available booking formats](#)
  - [Article 26: General rules and principles for Auctions](#)
  - [Article 27: Ascending Clock Auction](#)
  - [Article 28: Uniform-Price Auction](#)
  - [Article 29: Automatic bidding](#)
  - [Article 30: Surrender of capacity](#)
  - [Article 31: Alternative Currency Display](#)
- Part II - PROVISIONS REGARDING THE SECONDARY MARKET RELATED TO TSO CAPACITIES
  - [Article 32: Secondary Market functionality](#)
  - [Article 33: Transaction types: assignment or transfer of use](#)
  - [Article 34: Available trading procedures](#)
  - [Article 35: Trader lists](#)
- Part III - PROVISIONS REGARDING THE MARKETING OF PRIMARY STORAGE PRODUCTS
  - [Article 36: Publication of SSO Storage Product Offers](#)
  - [Article 37: Placement and Collection of Bids](#)
  - [Article 38: Allocation and Publication](#)

## Chapter 3 - SPECIAL ALLOCATIONS RULES FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

- Part I - PROVISIONS REGARDING THE BOOKING OF PRIMARY CAPACITIES
  - [Article 39: Available booking formats](#)
  - [Article 40: General rules and principles for auctions](#)
  - [Article 41: Ascending Clock Auction](#)
  - [Article 42: Uniform-price auction](#)
  - [Article 43: Automatic bidding](#)
  - [Article 44: Surrender of capacity](#)
  - [Article 45: Alternative Currency Display](#)
- Part II - PROVISIONS REGARDING THE SECONDARY MARKET
  - [Article 46: Secondary Market functionality](#)
  - [Article 47: Transaction types: assignment or transfer of use](#)
  - [Article 48: Available trading procedures](#)
  - [Article 49: Trader lists](#)
- Part III - PROVISIONS REGARDING THE MARKETING OF PRIMARY STORAGE PRODUCTS
  - [Article 50: Publication of SSO Storage Product Offers](#)
  - [Article 51: Placement and Collection of Bids](#)
  - [Article 52: Allocation and Publication](#)

## Chapter 1. GENERAL PROVISIONS

### Part I. SCOPE OF THESE GENERAL TERMS AND CONDITIONS

#### Article 1: Definitions

The capitalised words, expressions and abbreviations used in these GTCs are defined either in the Glossary or in Regulation EC No 715/2009, Directive 2009/73/EC, Commission Regulation (EU) 2017/459 (CAM NC) or Regulation (EU) No 1227/2011 (REMIT). In the case of Chapter 3, they are also set out in the national law implementing those Regulations, Directives, CAM NC or REMIT.

#### Article 2: Platform Usage Contract

1. The Platform Usage Contract (PUC), between the Customer and PRISMA European Capacity Platform GmbH (PRISMA), is concluded with the acceptance of these GTCs and PRISMA's privacy policy. Both, PRISMA's GTCs and privacy policy are the material content of the PUC.
2. The PUC is concluded for an indefinite period. Customers have the right to terminate the PUC at any time according to Art. 16, para. 1. PRISMA can also terminate the PUC according to Art. 16, para. 2 et seq.
3. PRISMA itself offers neither capacity rights nor storage services or products and does not become a party to any transport or storage contracts or transfer of transport or storage contracts. PRISMA is therefore not responsible for the offering and arrangement of the corresponding capacity or storage products.

#### Article 3: Scope of application

1. Customers, their User Administrators and their Users shall use the PRISMA Capacity Platform in compliance with Applicable Regulations. In particular: CAM NC, REMIT, Regulation EC No 715/2009, Directive 2009/73/EC and/or Commission Regulation (EU) No 2017/459, Commission Regulation (EU) No 2009/713, Commission Regulation (EU) No 459/2017, the ACER Framework Guidelines and the provisions of these GTCs.
2. These GTCs shall include provisions regarding:
  - 2.1. the contractual relationship established between the Customer and PRISMA in the PUC;
  - 2.2. the conditions for the use of the PRISMA Capacity Platform by Customers, and their authorized User Administrators and Users. Customers ensure that their User Administrators and Users comply with all rights and obligation pursuant to the PUC; and,
  - 2.3. the mechanisms for allocation of capacity in the EU and the UK.

3. Any conflicting, deviating and/or supplementary provisions provided by the Customers regarding the scope of these GTCs, including but not limited to the Customer's special or general contractual terms and conditions, are hereby expressly rejected.

#### **Article 4: The PRISMA Capacity Platform: access and service prices**

1. PRISMA provides the electronic platform at: <https://platform.prisma-capacity.eu>, at which:
  - 1.1. primary and secondary market, entry and exit capacities of the TSOs are booked and traded; and,
  - 1.2. SSO services are published and Bids of respective Storage Users are collected.
2. The PRISMA Capacity Platform is an IT-infrastructure. Therefore, PRISMA does not act as an agent for or on behalf of TSOs, Network Users, SSOs, or Storage Users. Fulfilment and processing of the Transport Contracts between TSOs and Network Users, and Storage Contracts between SSOs and Storage Users, take place outside the PRISMA Capacity Platform.
3. The use of the PRISMA Capacity Platform to book and trade capacities and to publish and collect SSO Services is free of charge for the Network and Storage User. Within the scope of the Applicable Regulations, PRISMA is entitled to introduce fees and charges for the use of the PRISMA Capacity Platform. Any changes must be introduced in line with the rules laid down in Art. 15 and are subject to the approval of National Regulatory Authorities, if so required by Applicable Regulations.
4. Other services such as REMIT Reporting or API (Application Programming Interface) are priced separately and are subject to separate general terms and conditions.
5. Information regarding the booking and trading results are published in compliance with Art. 22.

## **Part II. PROVISIONS REGARDING ACCESS TO THE PRISMA CAPACITY PLATFORM**

#### **Article 5: Registration of the Customer on the PRISMA Capacity Platform**

Registration for the PRISMA Capacity Platform is a two-step process that involves:

1. The creation of an account at the PRISMA Capacity Platform.
2. The designation and validation of the initial User Administrator.

#### **Article 6: Creation of an account on the PRISMA Capacity Platform**

Customer's account is created at the PRISMA Capacity Platform in 2 steps:

1. Entering the following information, not limited to:
  - 1.1. Customer's information: name, address, billing information, the valid EIC as published by ENTSOE and/or ENTSOG and as specified in the Centralized European Registry of Energy Market Participants (CEREMP); and,

- 1.2. Initial User Administrator's information: name, email address, phone number and Power of Attorney (PoA).
2. Requesting a Token Device for the Customer to access the PRISMA Capacity Platform. The User Administrator must choose between a hardware or software solution. If selected, the delivery of the hardware solution could take 2 to 10 business days. In the meantime, a preliminary Customer account will be created at the PRISMA Capacity Platform.

## **Article 7: Appointment of the User Administrator**

1. A User Administrator is a natural person granted by the Customer, via PoA, the legal capacity to make binding declarations and action on behalf of the Customer and to perform especially but not limited to the following functions and obligations:
  - 1.1. regarding the Customer to:
    - a. Register the Customer.
    - b. Accept these GTCs and PRISMA's privacy policy on behalf of the Customer.
    - c. Receive and accept the results of the consultation and new version of these GTCs, in case of modification or amendment.
    - d. Activate and deactivate features and services.
    - e. Manage and update, without undue delay, the information of the Customer.
    - f. Manage assignments between the Customer's Users and the TSOs or SSOs, according to the provisions of Art. 9.
    - g. Book and trade capacity on behalf of the Network User, or book storage products or services on behalf of the Storage User.
    - h. Terminate the PUC, according to the provisions of Art. 16.
  - 1.2. regarding Users:
    - a. Authorize one or more natural persons to act as Users on the PRISMA Capacity platform to book and trade capacity on behalf of the Network User, or book storage products or services on behalf of the Storage User.
    - b. Manage Users in the Prisma Capacity Platform, which includes:
      - registering new Users;
      - sending these GTCs to the Users for their individual acceptance,
      - uploading Users' Information at registration,
      - deactivating assignments between Users and the respective TSOs and SSOs, and
      - deactivating Users
      - adding User Administrators.
  - 1.3. regarding the PRISMA Capacity Platform:
    - a. Provide PRISMA with additional information, as requested in line with Applicable Regulations and the respective TSOs' TTCs and SSOs' GTCs.
    - b. Keep the Customer's registration information up to date upon successful registration of individual Users. Changes to the registration information on the PRISMA Capacity Platform are activated at the earliest at 06:00 CE(s)T of the

following day. Fulfilment of this obligation does not relieve the Customer from any corresponding or additional notification obligation to the TSO or SSO pursuant to the TSO's TTCs or SSOs GTCs.

2. To validate a User Administrator, it is necessary to upload:
  - 2.1. the Power of Attorney Form which is provided by PRISMA to be submitted in a written Form; and,
  - 2.2. the company registry extract (and/or any other legally valid document proving company's existence and legal representation) issued no later than three months before uploading, to prove the legitimacy of the submitted PoA. PRISMA will review the document uploaded by the User Administrator and will or will not recognize his/her legal capacity. PRISMA will inform the User Administrator about this matter. PRISMA preserves the right to request the originals of the submitted documents.

## **Article 8: Appointment of the User(s)**

1. The Users are natural persons granted authority by a User Administrator(s) to:
  - 1.1. book and trade capacities on the PRISMA Capacity Platform; and,
  - 1.2. place Bids on behalf of the Storage User.
2. User(s) receive their Token Devices and temporary passwords to access the PRISMA Capacity Platform only after prior acceptance of the GTCs.

## **Article 9: Approval of the Network User by the TSO and the Storage User by the SSO**

1. To use primary and/or secondary functionalities of the Prisma Capacity Platform, the User Administrator shall initiate the TSO/SSO assignment on behalf of the Customer by submitting a TSO or SSO application to the selected TSOs or SSOs. The application and approval process are based on the requirements set out in their respective TSO TTCs or SSO GTCs.
2. In accordance with Applicable Regulations, the Customer may need the approval of the respective TSO or SSO for the use of primary and/or secondary functionalities. The approval for the use of primary and/or secondary functionalities may be granted or denied independently of each other in accordance with Applicable Regulations.
3. The respective TSO or SSO preserves the right to request from the User Administrator(s) any supplementary documents required for the approval process as well as the originals of the submitted documents.
4. PRISMA is not responsible for the approval process undertaken by TSOs or SSOs. The same applies mutatis mutandis to the suspension or withdrawal of an approval.
5. TSOs and SSOs can call for a verification of credentials or a credit assessment.
6. The User Administrator will receive a notification from PRISMA informing him/her about the results of the TSO's or SSO's approval process.

## **Part III. PROVISIONS REGARDING THE USE OF THE PRISMA CAPACITY PLATFORM**

### **Article 10: Availability of access to the PRISMA Capacity Platform**

PRISMA will use the professional care of a reasonable and prudent operator to perform all services under this contract, grant access and make available the PRISMA Capacity Platform in a safe, secure, and properly functioning way, according to the applicable industrial standard. The Customers' right to use the PRISMA Capacity Platform and the services are subject to the current state of technology. The parties agree, that due to the state of technology it is not possible to warrant the uninterrupted and steady functioning of data processing devices and device combinations under all application conditions imaginable and to exclude errors in the data processing programs and that a continuous operation of or access to the Platform and the services shall not be guaranteed.

### **Article 11: Access Key**

1. Booking primary and secondary market, entry and exit capacities of the TSOs and storage products of the SSOs at the PRISMA Capacity Platform is only possible with a non-transferable Access Key that is provided by PRISMA to each Customer upon successful approval according to Art. 9 by the TSO or SSO.
2. This Access Key is a technical necessity for the Customer's access to the PRISMA Capacity Platform.
3. Upon first registration, the Customer may choose between the hardware token or the software solution.
4. The hardware token will be sent by registered letter and remains the property of PRISMA. PRISMA reserves the right to request the return of the hardware upon deactivation of the Customer's account. In case of malfunctioning of the hardware token, the User Administrator may request its replacement to PRISMA who will provide a replacement to the Customer without undue delay.

### **Article 12: Conduct on the PRISMA Capacity Platform**

1. The Customer and the respective User Administrators and Users shall behave in a prudent and reasonable manner, which means to fulfil, in particular, the following obligations:
  - 1.1. to keep the information of the Customer, User Administrator and Users up to date;
  - 1.2. to refrain from any action which is illegal or may directly and/or indirectly infringe any market behaviour rules or regulations, including but not limited to REMIT; and,
  - 1.3. to refrain from any actions that lead or could lead to the damaging or reduction in effectiveness of the PRISMA Capacity Platform, that can be linked to an attack on the information system such as, but not limited to, spam, virus, brute forcing, Trojan horse attack, denial of service attack, ping of death attack, sniffing and spoofing and dictionary attack.

2. Customers, their User Administrators and their Users shall not manipulate the course of an auction, in particular through ghost-bidding (e.g. by using sniper tools), shill bidding, or assuming multiple roles in a single auction. However, in accordance with Applicable Regulations a TSO or SSO may assume multiple roles in auctions (e.g. as a TSO or Network User).
3. Customers, User Administrators and their respective Users are not allowed to execute through PRISMA any transaction in Financial Instruments. If nevertheless PRISMA finds that a Customer, their User Administrator(s) and/or the respective User(s) try to execute a transaction in Financial Instruments, their respective transactions shall be rejected and the Customer, User Administrators and its User(s) may be deactivated from the Secondary Market functionalities on the PRISMA Capacity Platform.
4. In case of infringements of the preceding paragraphs, Art. 16, Art. 17 and Art. 18 apply.

### **Article 13: Functionality and suspension of the PRISMA Capacity Platform**

1. PRISMA may restrict or suspend its services temporarily if this is necessary to guarantee the security and integrity of PRISMA Capacity Platform or for maintenance. The same applies to cases of unforeseen technical difficulties or disruptions such as and especially in the case of the interruption of the power supply or a hardware or software error which causes the breakdown and/or failure of the PRISMA Capacity Platform or the TSOs' or SSOs' connected systems. The provision of Art. 16 remains unaffected.
2. PRISMA shall notify the affected Customers in due time of maintenance measures carried out on the PRISMA Capacity Platform. A schedule for planned maintenance will be published on the platform regularly. Information about unplanned maintenance will be published as an Urgent Market Message on our website and as RSS feed and made available to the Customers without undue delay on the Platform and via established electronically means.
3. If PRISMA is unable to resolve situations within the meaning of para. 1 within a reasonable time or at reasonably justifiable expenses, PRISMA shall use reasonable efforts to propose an alternative or interim solution to the Customers in order to meet their needs.
4. In the case of a limitation of the availability and/or functionality of the PRISMA Capacity Platform as described in para. 1, any procedures currently in progress may be interrupted and continued later.
5. The above paragraph 4 is not applicable for:
  - 5.1. affected auctions for short-term capacity products; and,
  - 5.2. any Trade Proposals and auctions that expired before PRISMA Capacity Platform is available again.

These procedures will be cancelled. In case a procedure is continued, the Customers shall be notified of the continuation in a timely manner. In addition, Art. 27, para. 5 and 6 apply accordingly.



6. The proper functioning of telecommunications services the Customer needs to access the Prisma Capacity Platform is not within PRISMA's sphere of influence. Therefore, each and any liability and/or warranty of PRISMA with regard to said services is herewith excluded.

## **Article 14: Protection of PRISMA's system security**

1. The Customer shall guarantee the careful handling of access information and Access Keys needed for the use of the PRISMA Capacity Platform. A careful handling includes, in particular to:
  - 1.1. safeguard and ensure the exclusive use of the Token Device by the User Administrator and Access Keys by the User to whom they were assigned;
  - 1.2. not forward or make available information about the Access Key to third parties; and,
  - 1.3. safeguard the working place after successfully logging on to PRISMA Capacity Platform.
2. The Customer shall notify PRISMA immediately when:
  - 2.1. an Access Key has been lost; or,
  - 2.2. a well-founded suspicion exists that access information has become available to an unauthorised third party.

## **Part IV. PROVISIONS REGARDING CONTRACT MODIFICATION, TERMINATION AND PLATFORM DEACTIVATION**

### **Article 15: Changes to the PUC**

1. PRISMA reserves the right to change or expand the scope and the content of the provisions of the PUC, in particular when this is necessary to meet the requirements of applicable laws and regulations and/or legally binding rulings from national or international courts or agencies (e.g. decisions made by the respective regulatory authority) and to conform with, or as a result of, technical adjustments.
2. In case of major changes or amendments to the PUC, and as required by Applicable Regulations, to the maximum possible extent, those changes are subject to a timely and public consultation with:
  - 2.1. national competent agencies or authorities; and,
  - 2.2. stakeholders
3. Changes can be considered minor even if they require changes to the Customers' back end systems.
4. After the consultation, User Administrators shall be notified in a timely manner of any consolidated changes or amendments in Text Form. In case of disagreement with the introduced changes or amendments, the Customer can terminate the PUC in accordance with Art. 16.

## **Article 16: Contract termination and deactivation of the Customer**

1. The immediate consequence of the termination of the PUC is the deactivation of the Customer from the PRISMA Capacity Platform. This means that the Customer will no longer have access to the Platform and will not be able to use its functionalities.
2. The Customers may terminate the PUC either by deactivating all of their Users' and User Administrators' accounts on the PRISMA Capacity Platform or by submitting to PRISMA the corresponding PRISMA template in the Written Form. With the deactivation of the last User Administrator of the Customer, the account of that Customer will be deactivated.
3. PRISMA may also terminate the PUC in case of discontinuing operations of the PRISMA Capacity Platform at any time with a notice period of at least 3 months to the end of the month. The Customers are to be notified of the reasons in Text Form. PRISMA will notify the Customers of the exact point in time of the discontinuation of the operation of the PRISMA Capacity Platform in a timely manner.
4. Subject to applicable regulations, PRISMA is also entitled to terminate the PUC and deactivate the Customer in the following cases:
  - 4.1. in the event of bankruptcy, liquidation or dissolution of the Customer; or,
  - 4.2. following receipt by PRISMA of a decision of a competent authority stating that the Customer has committed an abusive or fraudulent act and requesting for the exclusion of the Customer from the PRISMA Capacity Platform; or,
  - 4.3. in case of definitive withdrawal of all TSO or SSO approval of the Customer concerned; or,
  - 4.4. based on evidence or grounds to believe that a Customer (a) jeopardizes the proper functioning of the PRISMA Capacity Platform; (b) contravenes any reasonable action, measure, or instruction of PRISMA under this PUC; and/or (c) persistently and/or intentionally breaches the PUC.

In these cases, PRISMA will terminate the PUC and deactivate the Customer according to the following process:

- a. PRISMA shall notify the Customer in Text Form about the reasons for termination of the PUC and deactivation of the Customer; the date and time of the deactivation; the consequences of the deactivation and of the obligation to remedy any breach or non-compliance of its contractual obligations. The concerned TSOs and SSOs receive a copy of the notification. The notification shall contain the following information:
  - the alleged breach of or non-compliance with the PUC,
  - the necessary action(s) that should be taken by the Customer to remedy the breach and/or non-compliance,
  - a deadline of minimum 14 calendar days, starting from the date of receipt of the notification, within which these action(s) should be taken, and
  - the possibility for the Customer, upon its request in Text Form to answer to this notification.

- b. If the Customer does not take the requested action(s) to remedy the breach within the above-mentioned deadline, the Customer may be deactivated by PRISMA. This decision of deactivation shall be taken within minimum 7, and maximum 14 calendar days starting at the end of the abovementioned deadline. PRISMA notifies the deactivation decision in Text Form. This notification will include the date and time when the termination of the PUC and consequent deactivation from the Platform, takes effect and the reasons for termination and deactivation.
5. If the Customer demonstrates that the conditions to place transactions have been met again and/or there is a ground for belief that the Customer will comply with the PUC, the Customer will be allowed to start a new registration process on the Platform.
6. Deactivation of a Customer will automatically result in the deactivation of all respective User(s) of said Customer. If the Customer is active on other sections of the PRISMA Capacity Platform, the deactivation affects the registration of all sections.
7. All capacity bookings and trades and all provided SSOs services which have taken place before the termination of the PUC remain unaffected by the termination.
8. Upon termination of the PUC, PRISMA reserves the right to request the return of all hardware tokens and the software tokens must be deactivated without undue delay, but in any case, no later than 14 calendar days after termination.
9. If a hardware token is not returned after PRISMA's request, PRISMA is entitled to bill the Customer for the costs of the hardware token. In that case, the Customer is obliged to pay the costs of the hardware token.

## **Article 17: Deactivation of User Administrators**

The Platform accounts of User Administrators will be deactivated upon withdrawal of the respective PoA. User Administrators appointed by such User Administrator shall remain valid unless the PoA of each of them is individually withdrawn. If the User Administrator that is about to be deactivated is the last one active on the Platform, and there are still Users or assignments under his/her responsibility, the Customer must appoint a replacement immediately.

## **Article 18: Deactivation of Users**

1. User Administrators can deactivate the accounts of their Users.
2. PRISMA can also deactivate accounts of Users if there is evidence or ground for belief exists that a User:
  - 2.1. has infringed or contravene the PUC; or,
  - 2.2. contravenes any reasonable action, measure or instruction of PRISMA under the PUC.Before deactivation, PRISMA shall consider the interests of the affected User, the Customer concerned, as well as all other Network and Storage Users and the concerned TSOs and SSOs.
3. In case of severe breaches, and after informing the concerned TSOs or SSOs, PRISMA is entitled to immediately deactivate the respective User. Severe breaches are constituted

- inter alia by attacking the Platform or manipulating an auction under Art. 12, para. 2., or by executing any transaction in Financial Instruments according to Art. 12, para. 3.
4. PRISMA shall accept a new registration of a deactivated User if the Customer proves the establishment of internal procedures to ensure compliance of this User with the PUC.
  5. If one User of a Customer is repeatedly deactivated, PRISMA has the right to exclude this User permanently.
  6. After the deactivation of a User account, Art. 16, para. 8 and 9 apply accordingly.

## **Part V. OTHER PROVISIONS**

### **Article 19: Liability and warranty**

1. PRISMA makes the PRISMA Capacity Platform available as described in these GTCs, especially Art. 3 and 10. PRISMA does not, in doing so, take any responsibility for, or make any guarantee concerning the contracts concluded between TSOs/SSOs and the Customer respectively, or between the Customers; in particular, for the actions, capabilities and performance of the contractual parties involved.
2. Each party to the PUC shall be liable without limitations:
  - a. for damages arising from culpable injury to life, limb or health, caused by an intentional or negligent breach of duty;
  - b. for any other damages caused by an intentional or grossly negligent breach of duty.
3. The liability for damages in case of breach of material contractual obligations through simple negligence, i.e. non-gross negligence, is limited to the contract-typical, foreseeable damage.
4. All other liability not mentioned in this article is excluded.
5. Material contractual obligations are obligations, the performance of which are fundamental to the proper performance of the PUC, and the performance of which the parties to such a contract normally rely on and may at all times expect. For the avoidance of doubt, the duties stipulated in Art. 12 and Art. 14 shall also be deemed to be material contractual obligations.
6. Contract-typical and foreseeable damages are those which the contractual partner foresaw as a possible result of breach of contract at the time of contract conclusion, or those which, under consideration of the circumstances which were or should have been known to him/her, should have been foreseen had due diligence been applied. Contract-typical, foreseeable damages are deemed not to exceed 250.000 € for an event of damage.
7. Claims resulting from the expressed assumption of guarantee and from absolute liability, in particular product liability, remain unaffected by the above-mentioned liability exclusions and limitations.
8. The aforementioned liability provisions also apply to legal representatives, employees as well as sub-contractors or vicarious agents of parties to the PUC.

## **Article 20: Force majeure**

1. Force majeure is an event which occurs due to occurrences outside one's own control and not because one's fault, is not foreseeable, may not be avoided (or avoided in a timely fashion) by use of due diligence and technologically or economically reasonable means and which makes it impossible to fulfil temporarily or definitively ones' contractual obligations.
2. Such occurrences include, in particular, natural catastrophes, terrorist attacks, interruption of the power supply or communications technology, legally occurring strikes as well as legal provisions or actions ordered by governmental institutions, agencies or the courts (independent of their legality). For the avoidance of doubt, the exit of the United Kingdom (or another European Union Member Country) from the European Union shall not be considered force majeure.
3. In case of force majeure, the contractual party invoking force majeure shall be freed of the obligations affected by force majeure for the duration of the event of force majeure. The other contractual party shall be freed of his own contractual obligations in such cases for as long as it is impossible to the contractual party affected by force majeure to fulfil contractual obligations.
4. The contractual party affected is obligated to immediately inform the other contractual party of the reason for and expected duration of the event of force majeure. The contractual party affected is obligated to make an effort, using all technological and economically reasonable means, to ensure that he is able to fulfil his contractual obligations again as soon as possible.
5. If the contractual party uses a third party to execute the obligations under the PUC, and the third party experiences an occurrence which satisfies the conditions of force majeure or other condition in the sense of para. 1, this occurrence shall be considered as force majeure affecting the contractual party as well.

## **Article 21: Use of data**

1. The parties commit to comply with data protection laws and regulations.
2. PRISMA may store, use and process data of its Customers, User Administrator(s) and Users. PRISMA may also store, use and process data generated by the TSOs or SSOs and/or the Customers, their User Administrator(s) and Users via the PRISMA Capacity Platform:
  - 2.1. for the execution and/or documentation of the PUC (or, in case of the Customers and its Users, transport contracts and transfer of transport contracts which are concluded via the PRISMA Capacity Platform in order to ensure that the obligations arising from the PUC and transport contracts are carried out properly as well as that transactions entailing the transfer of capacity rights are completed accordingly) and the proper execution of the SSOs Services; or,
  - 2.2. to comply with legal requirements.

3. In the context of Data Protection Regulation, PRISMA processes personal data to fulfil the PUC, whereas the Customers are responsible for the personal information they upload in the Platform. How PRISMA complies with the current data protection regulation is specified in PRISMA's privacy policy available at PRISMA's corporate website <https://corporate.prisma-capacity.eu/privacy/>, which may change from time to time.
4. The User Administrator(s) is responsible for erasing registration information of other User Administrators and Users upon PUC termination according to Art. 16, para 2. Nevertheless, PRISMA will retain personal information if necessary to comply with the General Data Protection Regulation (GDPR) and other EU and national laws.
5. PRISMA may erase information of the Customer and personal information of the User Administrators and Users, upon PUC termination, and according to PRISMA's erasure policy, if it has been impossible to contact the Customer and/or one of their User Administrators.
6. PRISMA shall share company and personal data of the Customer, their User Administrators and their Users with the respective TSOs or SSOs, as described in these GTCs. PRISMA will also share company and personal data (subject to Applicable Regulations) with competent authorities.
7. While maintaining anonymity, PRISMA may disclose data concerning its Customers, User Administrators(s) and their User(s) on the PRISMA Capacity Platform if that data is required for the description of the capacity right. Such disclosed data may include the price of the transaction to transfer the capacity right, any special conditions that have been included in the offer or request as well as required data about the concerned network operator and network point.
8. After a successfully concluded CFO or FCFS transaction on PRISMA Capacity Platform, PRISMA may disclose to the offering and to the requesting Customer both the name and the address of each other. Such disclosure shall only be intended for the fulfilment of the contract.

## **Article 22: Confidentiality**

1. In addition to this article, Art. 16 Directive 2009/73/EC and its national transposition measures apply.
2. Without prejudice to Art. 16 Directive 2009/73/EC and Art. 21 of these GTCs, the parties of the PUC agree to treat, subject to the provisions in para. 4, as confidential all information which they receive in connection with the PUC and the conclusion of contracts on the PRISMA Capacity Platform (hereafter named "Confidential Information") and agree not to disclose this information to any third party unless the affected parties of the PUC have previously authorised such action in written form. It is understood that information already known by the parties of the PUC receiving the information at the time of receipt and which was legally acquired is not Confidential Information.
3. The parties of the PUC are obliged to use the Confidential Information exclusively for the purpose of fulfilling the aims of this agreement.

4. The parties of the PUC have, in the following situations, the right to disclose Confidential Information received from the other contractual party without their prior written authorisation:
  - 4.1. to Affiliated Companies, provided that such disclosure is required for the proper execution of the obligations contained in the PUC by the disclosing party. In such case, the disclosing parties of the PUC shall ensure that their Affiliated Company shall treat the information received as confidential;
  - 4.2. to their representatives, advisors, banks and insurance agencies in the case that the disclosure is necessary for the proper execution of contractual agreements and as long as these persons, companies or agencies have committed themselves to treating the information confidentially or are legally obligated to maintain secrecy as a result of their profession;
  - 4.3. to any third party to the extent that this Confidential Information:
    - a. Is already publicly available or has been made available to the public in a way that is not influenced by the actions of the receiving parties of the PUC; or,
    - b. Must be disclosed by the TSOs or the SSOs and/or the parties of the PUC because of a legal requirement or binding decision from a public authority or court. In such cases the parties of the PUC disclosing the information are obliged to inform the affected parties of the PUC immediately of the disclosure.
  - 4.4. and/or if the respective data are aggregated and anonymous.
5. The obligation to confidentiality ends 5 years after the termination of the PUC.

## **Article 23: Language and severability clause**

1. Only and exclusively the English version of this PUC is legally binding. Any other versions of the PUC created in a language other than English are for convenience and only meant to serve as a source of information. If there is any contradiction between versions of the PUC, the English language version shall take precedence.
2. Should individual provisions of the PUC or its amendments be or become ineffective or unenforceable, all other parts of the PUC and its amendments remain unaffected. If any provision is declared to be legally invalid or unenforceable, then the invalid or unenforceable provision shall be replaced by a valid, enforceable provision that most closely matches the economic purpose of the original provision. The same shall apply if the conditions are found to contain omissions.

## **Article 24: Place of jurisdiction and applicable law**

1. The PUC shall be governed exclusively by German laws excluding the referring rules of private international law. The UN Convention on Contracts for the International Sale of Goods is expressly excluded and shall in no case apply.
2. The exclusive place of jurisdiction for all legal disputes arising from or in connection with the PUC shall be Leipzig, Germany.

## Chapter 2. GENERAL ALLOCATION RULES

### Part I. PROVISIONS REGARDING THE BOOKING OF TSO PRIMARY CAPACITIES

#### Article 25: Available booking formats

Primary capacity can be booked via auctions or via the FCFS procedure.

#### Article 26: General rules and principles for Auctions

1. The amount of capacities to be marketed shall be published at [www.prisma-capacity.eu](http://www.prisma-capacity.eu) before the beginning of the auction in a timely manner.
2. Long-term capacity products (yearly, quarterly, and monthly) are auctioned in an Ascending Clock Auction in accordance with Art. 11 for yearly capacity auctions, Art. 12 for quarterly capacity auctions and Art. 13 for monthly capacity auctions of the CAM NC and according to the Auction Calendar. If any, Incremental Capacity is offered together with the respective available capacity in different Offer Levels in the annual yearly capacity auction. Short-term capacity products (day-ahead, within-day) are auctioned in a Uniform-price auction in accordance with Art. 28 and according to the Auction Calendar. Art. 27 and 28 below are intended to reflect and supplement the rules applicable to Ascending Clock Auctions set out in Art. 17 of the CAM NC and Uniform Price Auctions set out in Art. 18 of the CAM NC respectively. In the event of any inconsistency between Art. 27 and 28 below and Art. 17 and 18 of the CAM NC, Art. 17 and 18 of the CAM NC shall prevail.
3. Volume Bids are to be submitted in whole units of either kWh/h or kWh/d depending on the TSO TTCs.
4. The lot size of the Volume Bid submitted should correspond to the volume of the capacity actually intended to be booked and should not send any misleading signals to other participants.
5. If required by the TSO, subject to Applicable Regulations, a credit limit check may have to be passed. On the PRISMA Capacity Platform different credit limits are available and each TSO can decide to apply a different credit limit depending on the Standard Capacity Product or the same credit limit for all Standard Capacity Products.
6. In case the result of the credit limit check is negative, the Bid will be rejected, and the Customer will be notified about the failed credit limit check. The rejected Bid cannot be activated but the Customer is able to submit a new Bid:
  - 6.1. with a smaller value; or,
  - 6.2. after the relevant credit limit has been adjusted, as long as the Bidding Round or the auction is still open. In case the credit limit check is successful, the Bid is accepted and will be set off against the credit limit. If a Bid is not successful in an auction the relevant credit limit is increased again by the corresponding bid value.



7. Following the end of the auction the allocation of capacities takes place at the determined price in accordance with Art. 27 or Art. 28. In case Incremental Capacity is auctioned, allocation takes place only with respect to one Offer Level and is subject to an Economic Test.
8. Running auctions may be terminated when the availability of the PRISMA Capacity Platform is limited in accordance with Art. 13, PRISMA discontinues operation of the PRISMA Capacity Platform or the TSO withdraws the capacity offer. PRISMA shall inform without undue delay the Customers of the termination via e-mail. Should the auction be repeated at a later time, PRISMA shall publish the information relevant to said auction in a timely manner.

## **Article 27: Ascending Clock Auction**

1. In an Ascending Clock Auction Network Users shall place Volume Bids against escalating prices announced in consecutive Bidding Rounds, starting at the Reserve Price.
2. Bidding Rounds take place from Monday till Friday on all relevant Gas Days. The first Bidding Round starts at 9:00 CE(S)T and the last Bidding Round starts at 17:00 CE(S)T. The first Bidding Round, with an associated price equal to the Reserve Price, has a duration of 3 hours. Subsequent Bidding Rounds have a duration of 1 hour. There is a period of 1 hour between Bidding Rounds.
3. The Bid shall specify per price-step, the amount of capacity for the respective standard capacity.
4. A Bid is valid if it is submitted by a Network User and complies with all provisions of this Article.
5. In order to participate in an auction, it is mandatory for Network Users to place a Volume Bid in the first Bidding Round.
6. Once the relevant Bidding Round closes, no modification, withdrawal or variation to valid Bids will be accepted. All valid Bids become binding commitments of a Network User to book capacity to the amount requested per announced price provided the clearing price of the auction is that which is announced in the relevant Bidding Round.
7. The Volume Bid in any Bidding Round per Network User shall be equal or smaller to the capacity offered in a specific auction. The Volume Bid per Network User at a specific price shall be equal to or less than the Volume Bid placed by this Network User in the previous round, except where para. 14 applies.
8. Bids may be freely entered, modified and withdrawn during a Bidding Round, providing all Bids comply with para. 7. Valid Bids remain valid until modified or withdrawn.
9. A Large Price Step and a Small Price Step are defined per Interconnection Point and per Standard Capacity Product and published in advance of the relevant auction.
10. If the aggregate demand across all Network Users is less than or equal to the capacity offered at the end of the first Bidding Round, the auction closes.
11. If the aggregate demand across all Network Users is greater than the capacity offered at the end of the first Bidding Round or a subsequent Bidding Round, a further Bidding Round

- will be opened with a price equal to the price in the previous Bidding Round, plus the Large Price Step.
12. If the aggregate demand across all Network Users is equal to the capacity offered at the end of the second Bidding Round or a subsequent Bidding Round, the auction closes.
  13. If a First Time Undersell occurs, a price reduction takes place and a further Bidding Round opens. The further Bidding Round will have a price equal to the price applicable in the Bidding Round preceding the first time undersell, plus the Small Price Step. Further Bidding Rounds with increments of the Small Price Step will then be opened until the aggregate demand across all Network Users is less than or equal to the capacity offered, at which point the auction closes.
  14. The Volume Bid per Network User in all Bidding Rounds where Small Price Steps are applied shall be equal to or less than the Volume Bid placed by this Network User in the Bidding Round which preceded the first-time undersell. The Volume Bid per Network User for a specific Small Price Step shall be equal to or smaller than the Volume Bid placed by this Network User in the previous Bidding Round of Small Price Steps. The Volume Bid per Network User in all Bidding Rounds where Small Price Steps are applied shall be equal to or greater than the Volume Bid placed by this Network User during the Bidding Round in which the first-time undersell occurred.
  15. If the aggregate demand across all Network Users is greater than the capacity offered in the Bidding Round with a price equal to that which led to the first time undersell, minus one Small Price Step, the auction closes. The clearing price is the price that led to the First Time Undersell and the successful Bids are those submitted during the original Bidding Round in which the First Time Undersell occurred.
  16. After each Bidding Round, the demand of all Network Users in a specific auction will be published as soon as reasonably possible in an aggregated form.
  17. The price announced for the last Bidding Round in which the auction closes will be considered as the clearing price of the specific auction, except for cases where para. 15 applies.
  18. All Network Users who have placed valid Volume Bids at the clearing price are allocated the capacity according to their Volume Bids at the clearing price. In case Incremental Capacity is auctioned, allocation takes place only with respect to one Offer Level and is subject to an Economic Test.
  19. Following every closed auction, the final auction result including the aggregation of allocated capacities and the clearing price will be published. Successful Network Users will be informed by PRISMA via e-mail about the amount of capacities they are allocated, individual information shall be communicated only to concerned parties. In case Incremental Capacity is auctioned, the final auction result is pending until the Economic Test has been concluded. After conclusion of the Economic Test, respective Network Users will be informed about the successful and/ or unsuccessful Offer Levels accordingly.
  20. If an Ascending Clock Auction has not ended by the scheduled starting point (according to the Auction Calendar) of the next auction for capacity covering the same period, the first

auction will close, and no capacity will be allocated. The capacity will be offered in the next relevant auction.

21. Capacity products at different or the same physical Interconnection Points can compete with each other totally or partially. This results in more than one interconnected auction processes (“competing auctions”), in all of which the competing capacity is offered at their start. These auctions are clearly marked with an exclamation mark (“competition symbol”). The overall constraint of such competing auctions implies that the total awarded capacity should remain lower than or equal to the total available capacity. For this purpose, economic criteria such as merit order curve or technical criteria such as large and Small Price Steps shall be used to allocate capacity, as described in the TSO TTCs. In case of a 1-to-n bundle where multiple adjacent transmission system operators connect to the same specific Interconnection Point on TSO’s side, the adjacent products (from n adjacent transmission system operators) may be competing to match the available capacity of the TSO on the 1-side. Bundled products resulting from this 1-to-n bundling process have to be put in competition if the sum of all bundled products exceeds the total available capacity of the TSO on the 1-side.
22. The allocation results of the auction will be published, as soon as reasonably possible, and no later than the next business day after the closing of the Bidding Round, simultaneously to individual Network Users participating in the respective auction.
23. Aggregated information on the auction results will be published to the market.

## **Article 28: Uniform-Price Auction**

1. In a Uniform price auction, there is a single Bidding Round in which the Network User bids price as well as quantity.
2. During the Bidding Round of a given auction, Network Users may submit up to 10 Bids. Each Bid will be treated independently from other Bids. The maximum lot size of the sum of the Bids for one Network User is limited by the corresponding auction of marketable capacities. After the closure of the Bidding Round, remaining Bids may not be modified or withdrawn.
3. The Bid shall specify:
  - 3.1. the amount of capacity for the respective Standard Capacity Product applied for, which shall be equal to or smaller than the capacity offered in the specific auction;
  - 3.2. the minimum amount of capacity for the respective Standard Capacity Product which the Network User is willing to be allocated according to the relevant algorithm in case the Network User is not allocated the amount requested in accordance with point 3.1;
  - 3.3. the auction premium which is to be added to the Reserve Price. The total bid price, which shall be expressed in a designated denomination (for example eurocent) of the Base Currency, per capacity unit (which is published at [www.prisma-capacity.eu](http://www.prisma-capacity.eu)), will be the sum of the Reserve Price plus the auction premium; and,
  - 3.4. where required in accordance with Applicable Regulations, the Network User shall designate an existing and assignable balancing group/sub-balancing account or

portfolio into which the acquired capacities are to be included when submitting a Bid.

4. The Bids relating to a given Standard Capacity Product are ranked according to their bid price, the highest price ranking first.
5. All remaining Bids at Bidding Round closing time are considered as binding on those Network Users that are allocated at least the minimum amount of capacity requested in accordance with point 3.2 of para. 3.
6. Following the ranking of the Bids in accordance with para. 4, and subject to para. 7 to 10, capacity will be allocated to the Bids in function of their price ranking. All Bids for which capacity is allocated are successful. After the allocation of capacity, the remaining unallocated capacity will be reduced by such quantity.
7. Following the application of para. 6 and subject to para. 9, where the amount of capacity bid for by a Network User exceeds the remaining unallocated capacity (after capacity has been allocated to Network Users placing higher Bids), this Network User will be allocated capacity equal to the remaining unallocated capacity.
8. Following the application of para. 7 and subject to para. 9, where each of two or more Bids specifies the same bid price, and the amount of relevant capacity remaining applied for in aggregate under such Bids exceeds the remaining unallocated amount, the remaining unallocated amount will be allocated pro rata to the amounts applied for in each such Bid.
9. Where the amount to be allocated in respect of a Bid pursuant to para. 6, 7 or 8 is less than the minimum amount of capacity according to para. 3 (3.2), the Bid is considered unsuccessful and a revised allocation will be made between remaining equal price Bid(s) under para. 8, or an allocation will be made in respect of the next priced Bid, pursuant to para. 6.
10. Where the remaining amount to be allocated in respect of any Bid pursuant to paras. 6, 7, 8 or 9 is equal to zero no further capacity will be allocated to the remaining Bids. Those Bids are unsuccessful.
11. The clearing price is defined as the price of the lowest successful Bid, if the demand exceeds the offer at the Reserve Price. In all other cases, the clearing price is equal to the Reserve Price.
12. Standard Capacity Products offered at different or the same physical Interconnection Point(s) can compete with each other totally or partially. This results in more than one interconnected auction processes ("**competing auctions**"), in which the competing capacity is offered at their start. These auctions are clearly marked with an exclamation mark ("**competition symbol**"). The Network User is informed by PRISMA about the amount of competing capacity and the total available capacity in accordance with the publication time for the auctions. The allocation of the available capacity is performed in two steps. In the first step, each single auction is evaluated separately according to the common rules as set out in Art. 26, 27 and 28. In the second step, these intermediate results take the competing capacity into account. For this final allocation the rules in Art. 26 to 28 apply.

13. The allocation results of the auction will be published, no later than 30 minutes after the closing of the Bidding Round, simultaneously to individual Network Users participating in the respective auction. In addition to that successful Network Users will be informed by PRISMA via e-mail about the amount of capacities they are allocated.
14. Aggregated information on the auction results will be published to the market.

## **Article 29: Automatic bidding**

In Ascending Clock Auctions as well as in Uniform-price auctions, Network Users may use a function which enables them to submit Bids automatically before the start of and during the auction. Bids submitted via this function are treated as if they were submitted manually by a Network User.

## **Article 30: Surrender of capacity**

1. If the function is supported by the TSO, the Network User has the option through the user interface functionality of the PRISMA Capacity Platform, to submit a request for the surrender of capacity via the PRISMA Capacity Platform to the TSO. PRISMA shall register the time of receipt of the submission of the surrendered capacity and without undue delay forward the data to the TSO. The TSO is responsible for the correct processing of each request to surrender capacity.
2. Pending Network Users may surrender capacity

## **Article 31: Alternative Currency Display**

1. A TSO may allow that Bids submitted in the Base Currency are displayed also in an Alternative Currency.
2. In using the display of the Alternative Currency, the Network User acknowledges and agrees that:
  - 2.1. the display of Alternative Currencies on PRISMA is for convenience purposes only and each Bid will be deemed to have been submitted in the Base Currency used by the TSO concerned to charge its capacity;
  - 2.2. according to Art. 4, para. 2., the display of the Bid in an Alternative Currency is without prejudice to, and does not amend or change in any way, the contractual rights or obligations between the TSO and the Network User;
  - 2.3. the Alternative Currency displayed on PRISMA Capacity Platform is calculated by converting the Base Currency using the Reference Exchange rate;
  - 2.4. due to currency fluctuations the Bid's value displayed in an Alternative Currency at the time of auction may differ from the final value charged to the Network User for the allocated capacity.
3. The Reference Exchange Rate is determined by PRISMA and published in appropriate intervals on the PRISMA Capacity Platform. If not specified otherwise with such publication, PRISMA will calculate the Reference Exchange Rate on the basis of the latest available foreign exchange rate published by the European Central Bank as received or obtained by

PRISMA. PRISMA will prepare the arithmetic calculation for the determination or use of the Reference Exchange Rate with 23 decimals. The values may be shown in the steps of the auctions with fewer decimals on the User's interface. The values will be rounded using Bankers' Rounding principles.

4. The Reference Exchange Rate published by PRISMA at the start of the auction applies to it and will not change.

## **Part II. PROVISIONS REGARDING THE SECONDARY MARKET RELATED TO TSO CAPACITIES**

### **Article 32: Secondary Market functionality**

1. PRISMA Capacity Platform offers a Secondary Market functionality for Network Users to trade capacities by offering capacity (Offering Network User) or requesting capacity (Requesting Network User) via assignment or transfer of use according to these GTCs.
2. To trade capacities via PRISMA Capacity Platform both the Offering Network User and the Requesting Network User must be successfully registered for the use of the secondary functionality on PRISMA with the respective TSO(s).
3. Pending Network Users may offer capacity by using the secondary functionality.

### **Article 33: Transaction types: assignment or transfer of use**

1. Capacities can be traded on PRISMA Capacity Platform via:
  - 1.1. assignment, where all rights and obligations are completely allocated from an Offering Network User to a Requesting Network User; or,
  - 1.2. transfer of use, where the Requesting Network User obtains the right to use the transferred capacity.
2. Without prejudice to requirements of para. 3, a transaction which is confirmed by the respective TSO will be shown on the PRISMA Capacity Platform.
3. Legal and/or commercial obligations, applicability of and details on the transaction types regarding each TSO are determined by Applicable Regulations and the respective TSO TTCs.
4. A concluded transaction is valid with regard to a TSO after confirmation by the respective TSO. A TSO can only refrain from confirmation if the transaction does not comply with Applicable Regulations or the TSO TTCs including but not limited to positive credit limit check or prior deposit of securities at the TSO where applicable.

### **Article 34: Available trading procedures**

1. PRISMA Capacity Platform supports the following procedures for trading capacities on the Secondary Market:
  - 1.1. OTC trading, where an offering and a requesting Network User trade bilaterally;

- 1.2. CFO, where a Network User submits a Trade Proposal open to Responses of Network Users where the proposing Network User may choose the Response he accepts; and,
  - 1.3. FCFS, where a Network User submits a Trade Proposal open to the Responses of Network Users where the Responses are accepted according to the time stamps order.
2. For CFO procedures a Network User may only withdraw its Trade Proposal or Response either before the first corresponding reaction of the counterparty (whether a Response or acceptance of a Response by the Network User issuing the Trade Proposal) is received by PRISMA or at an earlier date set by PRISMA. For FCFS procedures a Network User may only withdraw its Trade Proposal either before the first corresponding Response is received by PRISMA or at an earlier date set by PRISMA. PRISMA may set such earlier dates acting reasonably at its discretion and shall notify Network Users about such set dates from time to time via the PRISMA Capacity Platform in advance. When giving any additional information as comment on the Trade Proposal, the Network User shall observe any and all obligations under Applicable Regulations to preserve the confidentiality of commercially sensitive information and/or the anonymity of the trade.

## **Article 35: Trader lists**

1. A Network User can create a list of possible counterparties ("Trader List"). A Trader List can be used by a Network User who wants to trade capacity in order to make sure that the counterparty in an Anonymous Transaction meets his standard requirements. Each Network User can maintain an unlimited number of Trader Lists; for each Trade Proposal or Response, a Network User can apply one list.
2. A Trader List shall contain the name of the Network Users and their EIC codes. A Trader List must contain at least three different Network Users. A Network User can decide for every transaction whether and which of their Trader Lists shall be applied.
3. If a Trade Proposal using a Trader List is published on the PRISMA Capacity Platform, only Network Users that are included in the corresponding Trader List are allowed to place Responses in order to conclude a transaction. In case that at least one Trade Proposal makes reference to a Trader List, a Network User is only entitled to add new Network Users to that list but it is not allowed to remove any of the companies already listed therein. The PRISMA Capacity Platform indicates in the user interface (e.g. in the Trade Proposal overview) for which Trade Proposal a Network User is allowed to place a Response. For any Trade Proposal, where the potential responding Network User is not included in the proposing Network Users' Trader List, the potential responding Network User shall not be able to place a Response and will be informed accordingly.
4. A Network User can also use a Trader List for its own Response. If a Network User decides to use a Trader List in the Response to a Trade Proposal, the PRISMA Capacity Platform checks whether the other Network User who created the corresponding Trade Proposal is on the used Trader List. If not, the Network User will be notified by PRISMA Capacity Platform during the responding process that the Network User who placed the Trade

Proposal is not on the Responders' Trader List. After this, a Response can only be submitted without using a Trader List. No other list can be used and it is not possible to amend the used list. As long as at least one Response refers to a Trader List, a Network User can neither add nor remove any Network Users to/from the list.

## **Part III. PROVISIONS REGARDING THE MARKETING OF PRIMARY STORAGE PRODUCTS**

### **Article 36: Publication of SSO Storage Product Offers**

1. PRISMA Capacity Platform enables SSOs to market their Storage Products to the Storage Users.
2. A SSO publishes its Storage Product Offers on the PRISMA Capacity Platform announcing an Offer Opening Slot.

### **Article 37: Placement and Collection of Bids**

1. Bids on the Storage Product Offer can be placed by the Storage Users registered with the respective SSO during the Offer Opening Slot.
2. Bids must be placed by using the web-form provided by PRISMA. In order to place a valid bid, the Storage User has to completely fill in the required fields of the web-form related to the respective Storage Product Offer according to the SSO GTCs and to submit the bid. The Storage User can submit one or more bids related to one Storage Product Offer.
3. During the Offer Opening Slot of the respective Storage Product Offer the Storage User can withdraw its related bid(s).
4. Upon the end of the Offer Opening Slot PRISMA closes the respective Storage Product Offer of the SSO. All submitted bids of the Storage Users will be collected and provided to the SSO.

### **Article 38: Allocation and Publication**

1. The analysis of the bids, the allocation of storage products to Storage Users and the awarding and conclusion of a contract is done outside of the PRISMA Capacity Platform by the SSO itself under its own responsibility and discretion according to its respective SSO GTCs.
2. If within every offer creation the SSO has selected the PRISMA Allocation Algorithm, capacity will be automatically allocated to the received bids. The allocation starts directly after the offer has been closed.
3. Information regarding the results of the allocation, or successful or unsuccessful bids will be given to the Storage User in accordance with the respective SSO GTCs. The SSO can make use of PRISMA to publish the results of the allocation, whereas PRISMA publishes and/or forwards the received data without making any legal declarations.



## Chapter 3. SPECIAL ALLOCATIONS RULES FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

### Part I. PROVISIONS REGARDING THE BOOKING OF PRIMARY CAPACITIES

#### Article 39: Available booking formats

Primary capacity can be booked via auctions or via the FCFS procedure.

#### Article 40: General rules and principles for auctions

1. The amount of capacities to be marketed shall be published at [www.prisma-capacity.eu](http://www.prisma-capacity.eu) before the beginning of the auction in a timely manner.
2. Long-term capacity products (yearly, quarterly, and monthly) are auctioned in an Ascending Clock Auction in accordance with Art. 41 and according to the Auction Calendar. Short-term capacity products (day-ahead, within-day) are auctioned in a Uniform-price auction in accordance with Art. 42 and according to the Auction Calendar. Arts. 41 and 42 below are intended to reflect and supplement the rules applicable to Ascending Clock Auctions set out in the national law implementing Article 17 of the CAM NC and Uniform Price Auctions set out in the national law implementing Article 18 of the CAM NC respectively. In the event of any inconsistency between Art. 41 and 42 below and the national law implementing Articles 17 and 18 of the CAM NC, the national law implementing Articles 17 and 18 of the CAM NC shall prevail.
3. Volume Bids are to be submitted in whole units of either kWh/h or kWh/d depending on the TSO TTCs.
4. The lot size of the Volume Bid submitted should correspond to the volume of the capacity actually intended to be booked and should not send any misleading signals to other participants.
5. If required by the TSO, subject to Applicable Regulations, a credit limit check may have to be passed. On the PRISMA Capacity Platform different credit limits are available and each TSO can decide to apply a different credit limit depending on the Standard Capacity Product or the same credit limit for all Standard Capacity Products.
6. In case the result of the credit limit check is negative, the Bid will be rejected, and the User will be notified about the failed credit limit check. The rejected Bid cannot be activated but the User is able to submit a new Bid (i) with a smaller value or (ii) after the relevant credit limit has been adjusted, as long as the Bidding Round or the auction is still open. In case the credit limit check is successful, the Bid is accepted and will be set off against the credit limit. If a Bid is not successful in an auction the relevant credit limit is increased again by the corresponding bid value.
7. Following the end of the auction the allocation of capacities takes place at the determined price in accordance with Art. 41 and 42.

8. Running auctions may be terminated when the availability of the PRISMA Capacity Platform is limited in accordance with Art. 13, PRISMA discontinues operation of the PRISMA Capacity Platform or the TSO withdraws the capacity offer. PRISMA shall inform without undue delay the Network Users of the termination via e-mail. Should the auction be repeated at a later time, PRISMA shall publish the information relevant to said auction in a timely manner.

## **Article 41: Ascending Clock Auction**

1. In an Ascending Clock Auction Network Users shall place Volume Bids against escalating prices announced in consecutive Bidding Rounds, starting at the Reserve Price P 0.
2. Bidding Rounds take place from Monday till Friday on all relevant Gas Days. The first Bidding Round starts at 9:00 CE(S)T and the last Bidding Round starts at 17:00 CE(S)T. The first Bidding Round, with an associated price equal to the Reserve Price P 0, has a duration of 3 hours. Subsequent Bidding Rounds have a duration of 1 hour. There is a period of 1 hour between Bidding Rounds.
3. The Bid shall specify per price-step, the amount of capacity for the respective standard capacity.
4. A Bid is valid if it is submitted by a Network User and complies with all provisions of this clause.
5. In order to participate in an auction, it is mandatory for Network Users to place a Volume Bid in the first Bidding Round.
6. Once the relevant Bidding Round closes, no modification, withdrawal or variation to valid Bids will be accepted. All valid Bids become binding commitments of a Network User to book capacity to the amount requested per announced price provided the clearing price of the auction is that which is announced in the relevant Bidding Round.
7. The Volume Bid in any Bidding Round per Network User shall be equal or smaller to the capacity offered in a specific auction. The Volume Bid per Network User at a specific price shall be equal to or less than the Volume Bid placed by this Network User in the previous round, except where Art. 41, para 14 applies.
8. Bids may be freely entered, modified and withdrawn during a Bidding Round, providing all Bids comply with Art. 41, para 7 Valid Bids remain valid until modified or withdrawn.
9. A Large Price Step and a Small Price Step are defined per Interconnection Point and per Standard Capacity Product and published in advance of the relevant auction.
10. If the aggregate demand across all Network Users is less than or equal to the capacity offered at the end of the first Bidding Round, the auction closes.
11. If the aggregate demand across all Network Users is greater than the capacity offered at the end of the first Bidding Round or a subsequent Bidding Round, a further Bidding Round will be opened with a price equal to the price in the previous Bidding Round, plus the Large Price Step.
12. If the aggregate demand across all Network Users is equal to the capacity offered at the end of the second Bidding Round or a subsequent Bidding Round, the auction closes.

13. If a First Time Undersell occurs, a price reduction takes place and a further Bidding Round opens. The further Bidding Round will have a price equal to the price applicable in the Bidding Round preceding the first time undersell, plus the Small Price Step. Further Bidding Rounds with increments of the Small Price Step will then be opened until the aggregate demand across all Network Users is less than or equal to the capacity offered, at which point the auction closes.
14. The Volume Bid per Network User in all Bidding Rounds where Small Price Steps are applied shall be equal to or less than the Volume Bid placed by this Network User in the Bidding Round which preceded the first-time undersell. The Volume Bid per Network User for a specific Small Price Step shall be equal to or smaller than the Volume Bid placed by this Network User in the previous Bidding Round of Small Price Steps. The Volume Bid per Network User in all Bidding Rounds where Small Price Steps are applied shall be equal to or greater than the Volume Bid placed by this Network User during the Bidding Round in which the first-time undersell occurred.
15. If the aggregate demand across all Network Users is greater than the capacity offered in the Bidding Round with a price equal to that which led to the first time undersell, minus one Small Price Step, the auction closes. The clearing price is the price that led to the First Time Undersell and the successful Bids are those submitted during the original Bidding Round in which the First Time Undersell occurred.
16. After each Bidding Round, the demand of all Network Users in a specific auction will be published as soon as reasonably possible in an aggregated form.
17. The price announced for the last Bidding Round in which the auction closes will be considered as the clearing price of the specific auction, except for cases where Art. 41, para. 15 applies.
18. All Network Users who have placed valid Volume Bids at the clearing price are allocated the capacity according to their Volume Bids at the clearing price.
19. Following every closed auction, the final auction result including the aggregation of allocated capacities and the clearing price will be published. Successful Network Users will be informed by PRISMA via e-mail about the amount of capacities they are allocated, individual information shall be communicated only to concerned parties.
20. If an Ascending Clock Auction has not ended by the scheduled starting point (according to the Auction Calendar) of the next auction for capacity covering the same period, the first auction will close, and no capacity will be allocated. The capacity will be offered in the next relevant auction.
21. Capacity products at different or the same physical Interconnection Points can compete with each other totally or partially. This results in more than one interconnected auction processes ("competing auctions"), in all of which the competing capacity is offered at their start. These auctions are clearly marked with an exclamation mark ("competition symbol"). The overall constraint of such competing auctions implies that the total awarded capacity should remain lower than or equal to the total available capacity. For this purpose, economic criteria such as merit order curve or technical criteria such as large and Small

Price Steps shall be used to allocate capacity, as described in the TSO TTCs. In case of a 1-to-n bundle where multiple adjacent transmission system operators connect to the same specific Interconnection Point on TSO's side, the adjacent products (from an adjacent transmission system operators) may be competing to match the available capacity of the TSO on the 1-side. Bundled products resulting from this 1-to-n bundling process have to be put in competition if the sum of all bundled products exceeds the total available capacity of the TSO on the 1-side.

22. The allocation results of the auction will be published, as soon as reasonably possible, and no later than the next business day after the closing of the Bidding Round. simultaneously to individual Network Users participating in the respective auction.
23. Aggregated information on the auction results will be published to the market.

## **Article 42: Uniform-price auction**

1. In a Uniform price auction, there is a single Bidding Round in which the Network User bids price as well as quantity.
2. During the Bidding Round of a given auction, Network Users may submit up to 10 Bids. Each Bid will be treated independently from other Bids. The maximum lot size of the sum of the Bids for one Network User is limited by the corresponding auction of marketable capacities. After the closure of the Bidding Round, remaining Bids may not be modified or withdrawn.
3. The Bid shall specify:
  - 3.1 the amount of capacity for the respective Standard Capacity Product applied for, which shall be equal to or smaller than the capacity offered in the specific auction;
  - 3.2 the minimum amount of capacity for the respective Standard Capacity Product which the Network User is willing to be allocated according to the relevant algorithm in case the Network User is not allocated the amount requested in accordance with point 3.1;
  - 3.3 the auction premium which is to be added to the Reserve Price. The total bid price, which shall be expressed in a designated denomination (for example eurocent) of the Base Currency, per capacity unit (which is published at [www.prisma-capacity.eu](http://www.prisma-capacity.eu)), will be the sum of the Reserve Price plus the auction premium;
  - 3.4 Where required in accordance with Applicable Regulations, the Network User shall designate an existing and assignable balancing group/sub-balancing account or portfolio into which the acquired capacities are to be included when submitting a Bid.
4. The Bids relating to a given Standard Capacity Product are ranked according to their bid price, the highest price ranking first.
5. All remaining Bids at Bidding Round closing time are considered as binding on those Network Users that are allocated at least the minimum amount of capacity requested.
6. Following the ranking of the Bids in accordance with Art. 42 para 4, and subject to Art. 42 para 7 to Art. 42 para 10, capacity will be allocated to the Bids in function of their price

- ranking. All Bids for which capacity is allocated are successful. After the allocation of capacity, the remaining unallocated capacity will be reduced by such quantity.
7. Following the application of clause Art. 42 para 6 and subject to Art. 42 para 9, where the amount of capacity bid for by a Network User exceeds the remaining unallocated capacity (after capacity has been allocated to Network Users placing higher Bids), this Network User will be allocated capacity equal to the remaining unallocated capacity.
  8. Following the application of Art. 42 para 7 and subject to Art. 42 para 9, where each of two or more Bids specifies the same bid price, and the amount of relevant capacity remaining applied for in aggregate under such Bids exceeds the remaining unallocated amount, the remaining unallocated amount will be allocated pro rata to the amounts applied for in each such Bid.
  9. Where the amount to be allocated in respect of a Bid pursuant to Art. 42 para 6, Art. 42 para 7 or Art. 42 para 8 is less than the minimum amount of capacity the Bid is considered unsuccessful and a revised allocation will be made between remaining equal price Bid(s) under Art. 42 para 8 or an allocation will be made in respect of the next priced Bid, pursuant to Art. 42 para 6.
  10. Where the remaining amount to be allocated in respect of any Bid pursuant to Art. 42 para 6, Art. 42 para 7, Art. 42 para 8 or Art. 42 para 9 is equal to zero no further capacity will be allocated to the remaining Bids. Those Bids are unsuccessful.
  11. The clearing price is defined as the price of the lowest successful Bid, if the demand exceeds the offer at the Reserve Price. In all other cases, the clearing price is equal to the Reserve Price.
  12. Standard Capacity Products offered at different or the same physical Interconnection Point(s) can compete with each other totally or partially. This results in more than one interconnected auction processes ("competing auctions"), in which the competing capacity is offered at their start. These auctions are clearly marked with an exclamation mark ("competition symbol"). The Network User is informed by PRISMA about the amount of competing capacity and the total available capacity in accordance with the publication time for the auctions. The allocation of the available capacity is performed in 2 steps. In the first step, each single auction is evaluated separately according to the common rules as set out in Art. 40 to Art. 42. In the second step, these intermediate results take the competing capacity into account. For this final allocation the rules in Art. 40 to Art. 42 apply.
  13. The allocation results of the auction will be published, no later than 30 minutes after the closing of the Bidding Round, simultaneously to individual Network Users participating in the respective auction. In addition to that successful Network Users will be informed by PRISMA via e-mail about the amount of capacities they are allocated.
  14. Aggregated information on the auction results will be published to the market.

### **Article 43: Automatic bidding**

In Ascending Clock Auctions as well as in Uniform-price auctions, Network Users may use a function which enables them to submit Bids automatically before the start of and during the

auction. Bids submitted via this function are treated as if they were submitted manually by a Network User.

## **Article 44: Surrender of capacity**

1. If the function is supported by the TSO, the Network User has the option through the user interface functionality of the PRISMA Capacity Platform, to submit a request for the surrender of capacity via the PRISMA Capacity Platform to the TSO. PRISMA shall register the time of receipt of the submission of the surrendered capacity and without undue delay forward the data to the TSO. The TSO is responsible for the correct processing of each request to surrender capacity.
2. Pending Network Users may surrender capacity.

## **Article 45: Alternative Currency Display**

1. A TSO may allow that Bids submitted in the Base Currency are displayed also in an Alternative Currency.
2. In using the display of the Alternative Currency, the Network User acknowledges and agrees that:
  - 2.1. the display of Alternative Currencies on PRISMA is for convenience purposes only and each Bid will be deemed to have been submitted in the Base Currency used by the TSO concerned to charge its capacity;
  - 2.2. according to Art. 4, para. 2., the display of the Bid in an Alternative Currency is without prejudice to, and does not amend or change in any way, the contractual rights or obligations between the TSO and the Network User;
  - 2.3. the Alternative Currency displayed on PRISMA Capacity Platform is calculated by converting the Base Currency using the Reference Exchange rate;
  - 2.4. due to currency fluctuations the Bid's value displayed in an Alternative Currency at the time of auction may differ from the final value charged to the Network User for the allocated capacity.
3. The Reference Exchange Rate is determined by PRISMA and published in appropriate intervals on the PRISMA Capacity Platform. If not specified otherwise with such publication, PRISMA will calculate the Reference Exchange Rate on the basis of the latest available foreign exchange rate published by the European Central Bank as received or obtained by PRISMA. PRISMA will prepare the arithmetic calculation for the determination or use of the Reference Exchange Rate with 23 decimals. The values may be shown in the steps of the auctions with fewer decimals on the User's interface. The values will be rounded using Bankers' Rounding principles.
4. The Reference Exchange Rate published by PRISMA at the start of the auction applies to it and will not change.

## Part II. PROVISIONS REGARDING THE SECONDARY MARKET

### Article 46: Secondary Market functionality

1. PRISMA Capacity Platform offers a Secondary Market functionality for Network Users to trade capacities by offering capacity (Offering Network User) or requesting capacity (Requesting Network User) via assignment or transfer of use according to these GTCs.
2. To trade capacities via PRISMA Capacity Platform both the Offering Network User and the Requesting Network User must have successfully completed the process of registration for the use of the secondary functionality on PRISMA with the respective TSO(s).
3. Pending Network Users may offer capacity by using the secondary functionality.

### Article 47: Transaction types: assignment or transfer of use

1. Capacities can be traded on PRISMA Capacity Platform via:
  - 1.1. assignment, where all rights and obligations are completely allocated from an Offering Network User to a Requesting Network User; or
  - 1.2. transfer of use, where the Requesting Network User obtains the right to use the transferred capacity.
2. Without prejudice to requirements of para 3 below, a transaction which is confirmed by the respective TSO will be shown on the PRISMA Capacity Platform.
3. Legal and/or commercial obligations, applicability of and details on the transaction types regarding each TSO are determined by Applicable Regulations and the respective TSO TTCs.
4. A concluded transaction is valid with regard to a TSO after confirmation by the respective TSO. A TSO can only refrain from confirmation if the transaction does not comply with Applicable Regulations or the TSO TTCs including but not limited to positive credit limit check or prior deposit of securities at the TSO where applicable.

### Article 48: Available trading procedures

1. PRISMA Capacity Platform supports the following procedures for trading capacities on the Secondary Market:
  - 1.1. OTC trading, where an Offering and a Requesting Network User trade bilaterally;
  - 1.2. CFO, where a Network User submits a Trade Proposal open to Responses of Network Users where the proposing Network User may choose the Response he accepts; and,
  - 1.3. FCFS, where a Network User submits a Trade Proposal open to the Responses of Network Users where the Responses are accepted according to the time stamps order.
2. For CFO procedures a Network User may only withdraw its Trade Proposal or Response either before the first corresponding reaction of the counterparty (whether a Response or acceptance of a Response by the Network User issuing the Trade Proposal) is received by

PRISMA or at an earlier date set by PRISMA. For FCFS procedures a Network User may only withdraw its Trade Proposal either before the first corresponding Response is received by PRISMA or at an earlier date set by PRISMA. PRISMA may set such earlier dates acting reasonably at its discretion and shall notify Network Users about such set dates from time to time via the PRISMA Capacity Platform in advance. When giving any additional information as comment on the Trade Proposal, the Network User shall observe any and all obligations under Applicable Regulations (which shall include national laws that implement or align with the provisions of European Union law) to preserve the confidentiality of commercially sensitive information and/or the anonymity of the trade.

## **Article 49: Trader lists**

1. A Network User can create a list of possible counterparties ("Trader List"). A Trader List can be used by a Network User who wants to trade capacity in order to make sure that the counterparty in an Anonymous Transaction meets his standard requirements. Each Network User can maintain an unlimited number of Trader Lists; for each Trade Proposal or Response, a Network User can apply one list.
2. A Trader List shall contain the name of the Network Users and their EIC codes. A Trader List must contain at least three different Network Users. A Network User can decide for every transaction whether and which of their Trader Lists shall be applied.
3. If a Trade Proposal using a Trader List is published on the PRISMA Capacity Platform, only Network Users that are included in the corresponding Trader List are allowed to place Responses in order to conclude a transaction. In case that at least one Trade Proposal makes reference to a Trader List, a Network User is only entitled to add new Network Users to that list but it is not allowed to remove any of the companies already listed therein. The PRISMA Capacity Platform indicates in the user interface (e.g. in the Trade Proposal overview) for which Trade Proposal a Network User is allowed to place a Response. For any Trade Proposal, where the potential responding Network User is not included in the proposing Network Users' Trader List, the potential responding Network User shall not be able to place a Response and will be informed accordingly.
4. A Network User can also use a Trader List for its own Response. If a Network User decides to use a Trader List in the Response to a Trade Proposal, the PRISMA Capacity Platform checks whether the other Network User who created the corresponding Trade Proposal is on the used Trader List. If not, the Network User will be notified by PRISMA Capacity Platform during the responding process that the Network User who placed the Trade Proposal is not on the Responders' Trader List. After this, a Response can only be submitted without using a Trader List. No other list can be used and it is not possible to amend the used list. As long as at least one Response refers to a Trader List, a Network User can neither add nor remove any Network Users to/from the list.



## **Part III. PROVISIONS REGARDING THE MARKETING OF PRIMARY STORAGE PRODUCTS**

### **Article 50: Publication of SSO Storage Product Offers**

1. PRISMA Capacity Platform enables SSOs to publish Storage Product Offers.
2. The SSO publishes its Storage Product Offers on the PRISMA Capacity Platform announcing an Offer Opening Slot.

### **Article 51: Placement and Collection of Bids**

1. Bids on the Storage Product Offer can be placed by the Storage Users registered with the respective SSO during the Offer Opening Slot.
2. Bids have to be placed by using the web-form provided by PRISMA. In order to place a valid bid, the Storage User has to completely fill in the required fields of the web-form related to the respective Storage Product Offer according to the SSO GTCs and to submit the bid. The Storage User can submit one or more bids related to one Storage Product Offer.
3. During the Offer Opening Slot of the respective Storage Product Offer the Storage User can withdraw its related bid(s).
4. Upon the end of the Offer Opening Slot PRISMA closes the respective Storage Product Offer of the SSO. All submitted bids of the Storage Users will be collected and provided to the SSO.

### **Article 52: Allocation and Publication**

1. The analysis of the bids, the allocation of storage products to Storage Users and the awarding and conclusion of a contract is done outside of the PRISMA Platform by the SSO itself under its own responsibility and discretion according to its respective SSO GTCs.
2. The information to the Storage User on the results of the allocation, successful or unsuccessful bids will be given on responsibility of the respective SSO according to the SSO GTCs. The SSO can make use of PRISMA to publish the results of the allocation, whereas PRISMA publishes and/or forwards the received data without PRISMA making any legal declarations.

## Applicable TSO Terms for Use of the PRISMA Capacity Platform

TERMS FOR USE

### Table of content

#### General TSO Terms for Use of the PRISMA Capacity Platform

- Part A - General provision
  - Article 1: Balancing group
  - Article 2: Information for a market area coordinator
- Part B - Provisions regarding the booking of primary capacity
  - Article 3: Awarding of primary capacities which are not required to be auctioned under Applicable Regulations
  - Article 4: First come first served
  - Article 5: Trade closure
  - Article 6: Upgrade of interruptible capacity or firm capacity with interruptible components into firm capacity or firm capacity with less interruptible components
  - Article 7: Conversion
  - Article 8: Reverse Auction
- Terms of use - Terms applicable for **GASUNIE TRANSPORT SERVICES B.V. (GTS)** and **BBL COMPANY V.O.F. (BBL)**
  - Article 1: PRISMA Capacity Platform
  - Article 2: Awarding of primary capacities which are not required to be auctioned under Applicable Regulations (not applicable to BBL)
  - Article 3: Reverse auction
  - Article 4: First come first served and additional services (not applicable to BBL)
  - Article 5: Trade closure
  - Article 6: Conversion (not applicable to BBL)
- Terms of use - Terms applicable for **GAS CONNECT AUSTRIA GMBH** and **TRANS AUSTRIA GASLEITUNG GMBH**
- Terms of use - Terms applicable for **GRTgaz S.A.**
- Terms of use - Terms applicable **FOR NATIONAL GRID (NG), GAS NETWORKS IRELAND (GNI) and PREMIER TRANSMISSION LTD (PTL)**
  - Gas reference conditions at Interconnection Point Moffat
  - Interconnection Point at Moffat:
- Terms of use - Terms applicable for **TRANS TUNISIAN PIPELINE COMPANY S.P.A (TTPC)**
  - First come first served (FCFS)

#### General TSO Terms for Use of the PRISMA Capacity Platform

**TERMS APPLICABLE FOR:** BAYERNETS GMBH, FLUXYS DEUTSCHLAND GMBH, FLUXYS TENP GMBH, GASTRANSPORT NORD GMBH, GASCADE GASTRANSPORT GMBH, GASUNIE DEUTSCHLAND TRANSPORT SERVICES GMBH,

GRTGAZ DEUTSCHLAND GMBH, JORDGASTRANSPORT GMBH, NEL GASTRANSPORT GMBH, NOWEGA GMBH, ONTRAS GASTRANSPORT GMBH, OPEN GRID EUROPE GMBH, OPAL GASTRANSPORT GMBH & CO. KG, TERRANETS BW GMBH, THYSSENGAS GMBH, TRANS TUNISIAN PIPELINE COMPANY (TTPC)

## Part A: General provision

### Article 1: Balancing group

The Network User can use the PRISMA Capacity Platform to designate a preexisting balancing group/sub-balancing account for the allocation of the booked capacity by naming the balancing group number/sub-balancing account number upon conclusion of Transport Contracts. The details for depositing a balancing group/sub-balancing account or portfolio code are stipulated in the TSO TTCs or Applicable Regulations.

### Article 2: Information for a market area coordinator

If the Network User, where applicable, wants to inform the market area coordinator about the registration on the PRISMA Capacity Platform, the Network User

1. by registering with the PRISMA Capacity Platform, expressly grants its consent that its registration information may be forwarded to the market area coordinator; and
2. allows PRISMA to execute an automatic transfer of the Network User's registration information and all ancillary data relevant for this purpose.

## Part B: Provisions regarding the booking of primary capacity

### *Article 3: Awarding of primary capacities which are not required to be auctioned under Applicable Regulations*

1. The Network User can use the PRISMA Capacity Platform to book primary capacities which are not required to be auctioned by Applicable Regulations.
2. Therefore, the Network User submits a non-binding capacity enquiry naming the TSO with whom the Network User wants to book the capacities. PRISMA shall forward this enquiry to this TSO.
3. If the capacities are available from the TSO, the Network User may book these capacities using the PRISMA Capacity Platform. The Network User receives an electronic confirmation of the booking without undue delay.

### Article 4: First come first served

1. The PRISMA Capacity Platform conducts FCFS for (i) exit points to consumers, for (ii) entry points from production and LNG facilities, and for (iii) entry points to

inject biogas. Within the process of booking the duties and responsibilities are apportioned and differentiated as follows:

1. 1. The PRISMA Capacity Platform publishes grid point data, validates the booking request, displays the response and validates the booking.
1. 2. The Network User submits the booking request and PRISMA shall forward this enquiry to the relevant TSO. If the capacities are available from the TSO, the Network User may book these capacities using the PRISMA Capacity Platform. The Network User shall receive an electronic confirmation of the booking in a timely manner.
2. Booking enquiry and manual processing will be performed by the respective TSO.

## Article 5: Trade closure

### *Capacity determination and master data maintenance*

1. The determination of the technically available capacity and the unmarketed capacity at each grid point is processed by the TSOs.

### *Booking request*

2. Booking requests of Users shall contain the name of the network point, the respective TSO(s), the gas type, whether it is entry or exit capacity, the start and end date and the amount of capacity and the capacity category (firm, interruptible, etc.). Each TSO is entitled to configure constraints reflecting the lead time of booking prior to the start of the capacity's runtime referring to the overall runtime of the booked capacity.

### *Capacity booking*

3. After the successful authentication of the User by the PRISMA Capacity Platform a list of balancing groups, (sub) balancing account to which subject to Applicable Regulations the capacity either (i) can be optionally or (ii) needs mandatorily to be allocated to, is shown to the User.
4. If permitted by Applicable Regulations and/or if required by the TSO a credit limit check may have to be passed after having submitted the booking request. In case the result of the credit limit check performed by TSO is negative, the booking process will stop. The execution of the credit limit check is customizable by the TSO and is only performed when activated by the TSO. The booking is forwarded to the TSO afterwards.
5. In case the requested capacity has been sold in the meantime, the User will be notified via the online interface that the requested capacity is not available anymore and that the request therefore cannot be processed. Only after a booking request has been confirmed to the User the capacity is booked. In case the requested capacity is still available and the TSO is able to confirm the booking request online, the capacity will be booked.
6. After successful completion of the booking by the User, the data (which will be transferred to the TSO) are displayed to the User.

## **Article 6: Upgrade of interruptible capacity or firm capacity with interruptible components into firm capacity or firm capacity with less interruptible components**

If the function is supported by the TSO, the Network User has the option to submit a request for the upgrade of capacity to the respective TSO via PRISMA Capacity Platform.

For the processing of the upgrade of capacity the respective TSO's TTCs apply.

## **Article 7: Conversion**

If the function is supported by the TSO, the Network User has the option to submit a request for the conversion of unbundled to bundled capacity (yearly, quarterly or monthly) to the respective TSO via PRISMA Capacity Platform.

For the processing of the conversion of capacity the respective TSO's TTCs apply.

## **Article 8: Reverse Auction**

In accordance with Article 2 par. 2.2 of Annex I to Regulation (EC) No 715/2009 (as amended 30 April, 2015) the Network User can use the PRISMA Capacity Platform to participate in a reverse auction if offered by a TSO. Details are stipulated in the respective TSO TTCs.

## TERMS OF USE

### **Terms applicable for GASUNIE TRANSPORT SERVICES B.V. (GTS) and BBL COMPANY V.O.F. (BBL)**

#### GENERAL PROVISIONS

### **Article 1: PRISMA Capacity Platform**

1. The Network User can use the PRISMA Capacity Platform to designate of the booked capacity by naming the portfolio code upon conclusion of Transport Contracts. The details for depositing a portfolio code are stipulated in the TTCs of the respective TSO.

#### PROVISIONS REGARDING THE BOOKING OF PRIMARY CAPACITIES

### **Article 2: Awarding of primary capacities which are not required to be auctioned under Applicable Regulations (not applicable to BBL)**

1. The Network User can use the PRISMA Capacity Platform to book primary capacities which are not required to be auctioned by Applicable Regulations.

2. Therefore, the Network User submits a non-binding capacity enquiry naming GTS as a TSO with whom the Network User wants to book the capacities. PRISMA shall forward this enquiry to GTS.
3. If the capacities are available from GTS, the Network User may book these capacities using the PRISMA Capacity Platform. The Network User receives an electronic confirmation of the booking without undue delay.

### Article 3: Reverse auction

1. In accordance with Article 2 par. 2.2 of Annex I to Regulation (EC) No 715/2009 (as amended 30 April, 2015) the Network User can use the PRISMA Capacity Platform to participate in a reverse auction. In the event of an anticipated oversubscription of capacity the TSO can start a reverse auction to take back capacity in order to prevent a foreseen shortage of capacity. Via the reverse auction, the TSOs and the Network Users can agree on adaptation of the usage of such Network Users' transmission rights.
2. The reverse auction starts with a notification by the TSO to the relevant Network Users 3 hours before the anticipated shortage. In this notification is announced (i) which entry - and/or exit points (ii) the hourly amount and flow direction and (iii) the consecutive hours it concerns.
3. The Network Users that wish to participate in the reverse auction must place their binding offers on PRISMA Capacity Platform between T- 2<sup>3</sup>/<sub>4</sub> and T-2<sup>1</sup>/<sub>4</sub>. If the Network User (i) has entry- or exit capacity in the flow direction as notified by the TSO the Network User will offer for a nomination increase (ii) has entry- or exit capacity in the opposite flow direction as notified by the TSO the Network User will offer for a nomination decrease.
4. The reverse auction will start at T-2<sup>1</sup>/<sub>4</sub> and will be held in accordance with the rules of the Uniform-Price Auction as defined in CAM NC, with the following adjustments:
  4. 1. the reverse auction can start at any hour of the day
  4. 2. there is no pre-defined buy back period
  4. 3. the reserve price is zero
  4. 4. the offer of the Network User contains the minimum price he wishes to receive.
5. At the end of the reverse auction the awarded Network User(s) will be notified hereof.
6. Thereupon such Network User(s) will be obliged to re-nominate its capacity before T-2 with the amount corresponding with the message containing the auction results.

### Article 4: First come first served and additional services (not applicable to BBL)

1. The PRISMA Capacity Platform conducts FCFS for entry and exit points that are not Interconnection Points as defined in CAM NC. Within the process of booking the following steps are relevant:
  1. 1. The PRISMA Capacity Platform publishes grid point data, validates the booking request, displays the response and validates the booking.

1. 2. The Network User submits the booking request and hereby initiates the booking.
1. 3. GTS has the possibility to offer customised services which are requested by the Network Users by using the form in PRISMA download. The processing will be performed between GTS and the Network User. Details are stipulated in the GTS TTCs.
2. Booking enquiry and manual processing will be performed on GTS' side.

## Article 5: Trade closure

### *Capacity determination and master data maintenance*

1. The determination of the technically available capacity and the not marketed capacity at each grid point is processed by the TSO.

### *Booking request*

2. Booking requests of Users shall contain the name of the network point at the TSO, the (respective) TSO(s), the gas type, whether it is entry or exit capacity, the start and end date and the amount of capacity and the capacity category (firm, interruptible, etc.). The TSO is entitled to configure constraints reflecting the lead time of booking prior to the start of the capacity's runtime referring to the overall runtime of the booked capacity.

### *Capacity booking*

3. After the successful authentication of the User by the PRISMA Capacity Platform the portfolios to which the capacity can be assigned, is shown to the User.
4. If permitted by Applicable Regulations and/or if required by the TSO a credit limit check may have to be passed after having submitted the booking request. In case the result of the credit limit check performed by the TSO is negative, the booking process will stop. The execution of the credit limit check is customizable by the TSO and is only performed when activated by the TSO. The booking is forwarded to the TSO afterwards.
5. In case the requested capacity has been sold in the meantime, the User will be notified via the online interface that the requested capacity is not available anymore and that the Request therefore cannot be processed. Only after a booking request has been confirmed to the User, is the capacity booked. In case the requested capacity is still available and the TSO is able to confirm the booking request online, the capacity will be booked.
6. After successful completion of the booking by the User, the data (which will be transferred to the TSO) are displayed to the User.

## Article 6: Conversion (not applicable to BBL)

1. The Network User has the option to submit a request for the conversion of unbundled to bundled capacity (yearly, quarterly, monthly or day-ahead) via PRISMA Capacity Platform.

2. For the processing of the conversion of capacity the respective TSO's TTCs apply.

## TERMS OF USE

### **Terms applicable for GAS CONNECT AUSTRIA GMBH and TRANS AUSTRIA GASLEITUNG GMBH**

#### PRISMA CAPACITY PLATFORM

1. The Network User can use the PRISMA Capacity Platform to allocate a pre-existing balancing group/sub-balancing account with the corresponding market area manager or portfolios with the corresponding TSO, for the booked entry/exit points by naming the balancing group number/sub-balancing account number or portfolio code upon conclusion of Transport Contracts. The details for depositing a balancing group/sub-balancing account or portfolio code depend on the general terms and conditions set by the TSO for the Network User.
2. The price of transactions of capacity rights according to Part C of the GTC (assignment or transfer of use) shall be published in an anonymous way.

## TERMS OF USE

### **Terms applicable for GRTgaz S.A.**

#### PROVISIONS REGARDING THE BOOKING OF PRIMARY CAPACITIES

In cases where in accordance with Art. 2 para 5 of CAM NC a national regulatory authority decides to limit up-front bidding for capacity by any single Network User at Interconnection Points within a Member State, Bids exceeding the set threshold can be rejected.

## TERMS OF USE

### **Terms applicable FOR NATIONAL GRID (NG), GAS NETWORKS IRELAND (GNI) and PREMIER TRANSMISSION LTD (PTL)**

#### **Gas reference conditions at Interconnection Point Moffat**

Deviating from the definition of "Volume Bid" in the "Glossary to the General Terms and Conditions for Use of the PRISMA Capacity Platform" at the Interconnection Point Moffat, the following gas reference conditions shall apply:



## Interconnection Point at Moffat:

The units in which capacity is offered and allocated by NG and GNI and PTL in respect of the Moffat Interconnection Point shall be in kWh based on reference temperatures of 15°C for volume and 15°C for gross calorific value (15/15).

## TERMS OF USE

### Terms applicable for TRANS TUNISIAN PIPELINE COMPANY S.P.A (TTPC)

#### First come first served (FCFS)

PRISMA offers FCFS procedure for TTPC as follows:

1. PRISMA will submit the booking request of a Network User for capacity to TTPC only if the Network User is logged in and holding an active assignment with TTPC.
2. The request for capacity is a binding commitment of the Network User.
3. TTPC will check and award the request according to its applicable terms and conditions. Acceptance or rejection notice is sent by TTPC.
4. Each combination of a runtime and a capacity shall constitute a Capacity Band.
5. Network User may submit multiple bids, each for a single Capacity Band, specifying a runtime, expressed in months, and a capacity expressed in  $\text{Cm}^3/\text{h}$ , whereas the Capacity Band shall have a minimum capacity threshold of 10.000  $\text{Cm}^3/\text{h}$ .
6. TTPC reserves the right to revise and amend the requirements for the Capacity Bands.