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**A. Scope and definitions**

**Article 1: Scope**

(1) These Terms and Conditions (“T&Cs”) shall apply specifically for the AggregateEU service and in addition to the Platform Usage Conditions (“PUC”) which have been

agreed for registration with the PRISMA Capacity Platform between PRISMA and Customer.

- (2) PRISMA is offering the AggregateEU service on behalf of DG ENER as selected service provider pursuant to Chapter II Section 2 of the Council Regulation.
- (3) Any matter not foreseen in these T&Cs shall be covered by the PUC.

## **Article 2: Definitions**

- (1) The words, expressions, and abbreviations below shall have the meaning as defined in this Article or as defined in the PUC.
- (2) "AggregateEU" means the services provided by PRISMA European Capacity Platform GmbH being selected by the European Commission as the service provider, responsible for developing and implementing the services of demand aggregation and joint tendering pursuant to Chapter II Section 2 of the Council Regulation.
- (3) "Bid" means an offer or expression of interest made by a potential seller of gas directed to a certain Tender.
- (4) "Central Buyer" means a role of a Customer negotiating and signing GSPAs on behalf of third parties submitting demand. The Central Buyer may also aggregate and submit the demand of third parties to the Platform. Other services offered by the Central Buyer may be handling of risks, transport of gas, balancing responsibilities or storage. Such services are contracted outside the Platform.
- (5) "Council Regulation" means Council Regulation (EU) 2022/2576 of 19 December 2022 enhancing solidarity through better coordination of gas purchases, reliable price benchmarks and exchanges of gas across borders as amended by Council Regulation (EU) 2023/2919 of 21 December 2023.
- (6) "Customer" means any party subscribing to the AggregateEU services. This includes potential buyers or sellers of gas as well as Central Buyers.
- (7) "DG ENER" means the Directorate-General for Energy of the European Commission.
- (8) "DoH" means the Declaration on Honour form as provided by PRISMA to be filled and signed with qualified electronic signature by the Customer.

- (9) “GSPA” means gas sale and purchase agreement.
- (10) “Location” means any National Balancing Point or any LNG receiving terminals within one of the two regions defined by ACER in the context of the Methodology for LNG price assessments<sup>1</sup> selected as delivery point by the Customer.
- (11) “Mid-Term Tender” means an individual demand of natural gas at a specific Virtual LNG Point or National Balancing Point for a specific six- month period, whereas the “Summer Period” lasts from April 1st to September 30<sup>th</sup> and the “Winter Period” lasts from October 1st to March 31st of the following year.
- (12) “National Balancing Point” means delivery point on the national transmission system. As part of AggregateEU, the reference to National Balancing Points should be understood to include Virtual Trading Points.
- (13) “Platform” means the PRISMA Capacity Platform offering the AggregateEU services.
- (14) “Short-Term Tender” means an aggregated demand of natural gas at a specific Virtual LNG Point or National Balancing Point for a specific month.
- (15) “Tender” means a tender as launched by the Platform that could be either a Short-Term Tender or Mid-Term Tender.
- (16) “Virtual LNG Point” means a non-physical commercial point for LNG destined for any LNG receiving terminals within one of the two regions defined by ACER in the context of the Methodology for LNG price assessments.
- (17) “Virtual Trading Point” means a non-physical commercial point within an entry-exit system where gases are exchanged between a seller and a buyer without the need to book transmission or distribution capacity.

## **B. Subscription**

### **Article 3: Subscription and Representations**

- (1) In order to be activated for AggregateEU, the Customer needs to subscribe to the service. Subscription requires the following:

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<sup>1</sup> European LNG Daily – Methodology for LNG price assessments – 13/01/2023 – Beta 1.0

- a. acceptance of the currently applicable T&Cs,
  - b. indication if Customer wants for the following tender and purchasing process to act in the role as potential buyer or seller of gas or both,
  - c. indication of the preferred Locations to be chosen from the provided list,
  - d. upload of a properly signed and filled DoH, and
  - e. indication of at least one instrument for providing collaterals and to assess financial eligibility, i.e. credit ratings, financial guarantees, or financing options, to be chosen from the provided list.
- (2) If the Customer has fulfilled all requirements and after the relevant checks to the content of the DoH and the compliance with Articles 8 and 9 of the Council Regulation, the Customer will be activated for AggregateEU. Further evidence, documentation or information can be requested at any time.
- (3) Customer represents and warrants to PRISMA upon subscription and each time they take any action on the Platform and within AggregateEU that they are duly organised, validly existing and in good standing under the laws of their jurisdiction of incorporation or organisation and the declarations as given in the DoH are still fully valid.
- (4) The Customer remains fully responsible for compliance with all further regulations, especially but not limited to antitrust and competition regulation as well as REMIT and its inherent prohibition of market manipulation and insider trading.

## **C. Demand aggregation**

### **Article 4: Demand submission**

- (1) If indicated as a buyer, each Customer can submit their demand for quantities of natural gas intended for purchase via the demand submission form as offered on the AggregateEU section of the Platform.
- (2) If acting as a Central Buyer, the Customer must indicate this role and list all the entities on whose behalf it is acting.
- (3) Demand submission is possible during open demand collection windows on AggregateEU only.
- (4) In case of Short-Term Tenders, a quantity of natural gas equal or above a minimum demand quantity can be submitted for each location for a specific month.

- (5) In case of Mid-Term Tenders, a quantity of natural gas equal or above a minimum demand quantity can be submitted for each location for a specific six-month period.
- (6) Minimum demand quantities will be required per Customer and location.
- (7) Multiple demands can be submitted. Demand submission can be edited until info sheet publication.

#### **Article 5: Demand aggregation and reporting**

- (1) After demand collection window closes, submitted demands for Short-Term Tenders of all Customers will be aggregated per location and month. For Mid-Term Tenders, submitted demand remains individual and will not be aggregated.
- (2) All demands will be subject to review by DG ENER.
- (3) In case the Customer cannot proof the actual will or to have the capabilities necessary to purchase the demand submitted through the AggregateEU section of the Platform, the latter shall be rejected. Clarifications or further evidence can be requested in this regard from the Customer if deemed appropriate and shall be delivered by Customer in due time.

#### **Article 6: Demand Publication: Information Sheet**

- (1) After review of the submitted demand by DG ENER, information sheets will be made available to the Customers having submitted demand.
- (2) In case of Short-Term Tenders, the aggregated demand for natural gas quantities per location and month will be specified in the respective information sheets.
- (3) In case of Mid-Term Tenders, each information sheet will display the individual demand for quantities of natural gas as submitted by the Customer for the respective location and six-month period.
- (4) For foreseen delivery at dedicated locations, specific standard conditions for delivery might be added as potential underlying contractual conditions for the Tender to the information sheet.
- (5) Each Customer can withdraw their demand from the information sheets and decline their participation in the respective Tender. Declining of participation is possible only

until closing and finalization of the information sheet as published separately on the AggregateEU section on the Platform and cannot be undone.

## **D. Tendering and Matching**

### **Article 7: Tender Publication**

After the information sheets have been closed and finalized, separate Tenders are created from each information sheet and will be published and open for Bids on the AggregateEU section of the Platform.

Short-Term Tenders will consist of the aggregated demand per location per month.

Mid-Term Tenders will consist of the individual demand per location per six-month period. Individual demand will be pseudonymized.

### **Article 8: Submission of Bids**

- (1) If indicated as a seller, each Customer can submit their Bid for selling and delivering quantities of natural gas via the Bid submission form as offered on the AggregateEU section of the Platform.
- (2) Bid submission is possible during open Bid collection window on AggregateEU only.
- (3) For Short-Term Tenders, each Bid must indicate the quantities of natural gas the seller is willing to deliver at the respective location of the Tender and the price bid.

Depending on the location, the price bid can be required either as absolute price or a deviation (positive/ negative) from a specified reference price applicable for the specific month. Optionally, the validity period of the price bid can also be indicated.

A minimum quantity of natural gas will be required per Bid.

- (4) For Mid-Term Tenders, the Bid is an expression of interest only and no quantities of natural gas to be delivered, price bid or validity period can be indicated.
- (5) Only one Bid can be submitted by a Customer in every Tender.
- (6) A Customer must not place a Bid for a Tender where it is at the same time acting as a buyer or as Central Buyer. Such Bids will be rejected.

- (7) Submitted Bids can be edited or withdrawn until closure of the Bid submission window of the Tender as published on the AggregateEU section of the Platform.
- (8) Two or more different Customers pertaining to the same corporate group must not act in the same Tender as both buyers (or Central Buyer) and sellers. They can nevertheless participate in the same Tender when acting in the same role (i.e. as buyers or sellers).
- (9) A Customer may be requested to provide further evidence of its capabilities to deliver natural gas in the quantities and conditions expressed through its Bids on the AggregateEU section of the Platform. Should a Customer fail to provide such sufficient evidence upon request in due time, its Bids shall be rejected.

### **Article 9: Matching**

- (1) The Bids are matched with the corresponding Tenders for which they were submitted.
- (2) Each Tender will be evaluated independently from others.
- (3) For Short-Term Tenders, the offers to sell will be ranked from the lowest to the highest price submitted.

The offers will be matched pro-rata in order to result in an equal (weighted) average price for all buyers in a Tender. In case several Bids offer the same price, they will be ranked according to the time of their submission.

In case of over-supply, the offers will be matched pro-rata in order to result in an equal (weighted) average price for all buyers in a Tender. In case several Bids offer the same price, they will be ranked according to the time of their submission.

- (4) For Mid-Term Tenders, all Bids containing the expression of interest will be matched.

### **Article 10: Results of Matching**

- (1) As result of the matching, AggregateEU will provide the following information to potential buyers for each of their Short-Term Tenders:
  - i. Related to each potential seller who placed a Bid for the corresponding Tender of the buyer:
    - o Company information of the seller,
    - o Contact data of the seller, i.e. its Customer and the User data,

- Quantities allocated to the seller(s),
  - Prices for each matched quantity,
  - Validity of the price bid, if indicated,
  - Financial collateral of the seller(s).
- ii. In case of the location being a Virtual LNG Point:
- Company information and the contact data of other buyers for whose demand Bids were placed in the same Short-Term Tender and their preferred LNG terminal(s).
- (2) As result of the matching, AggregateEU will provide the following information to potential seller(s) related to each potential buyer for whose corresponding Short-Term Tender they placed a Bid:
- Company information of the buyer,
  - Contact data of the buyer, i.e. its Customer and the User data,
  - Quantity allocated to the buyer,
  - Financial collaterals as indicated by the buyer.
- (3) For Mid-Term Tenders, as a result of matching, buyers will receive the company information and contact data of all the sellers who submitted Bids in their corresponding Tender.

## **Article 11: Conclusion of Contracts**

- (1) After matching, the parties are encouraged, at their own discretion, to make contact and enter into negotiations to conclude the corresponding GSPA.
- (2) The PRISMA Platform is an IT-infrastructure tool whereas AggregateEU serves to match potential interest to buy with potential interest to sell only. Therefore, PRISMA does not act as an agent for or on behalf of any Customer. Setting up of any kind of cooperation between Customers, negotiation, conclusion, fulfilment and processing of potential GSPA or other contracts between Customers and/ or third-party service providers, take place entirely outside the PRISMA Platform and the AggregateEU service. PRISMA does not become a contractual party thereto and is not responsible and cannot be held liable for any frustration or non-conclusion of those contracts or any related efforts.

## **E. Reporting**

### **Article 12: Reporting obligation of the buyer**

- (1) In case there are negotiations for the procurement of the matched quantities of natural gas under the AggregateEU services, the Customer acting as the buyer shall



report such information via a reporting form provided by AggregateEU. The information to be reported will include the data of the buyer, seller, purchased quantity, timeframe and location.

- (2) Such information shall also be reported in case the AggregateEU services result in a successfully concluded GSPA. The Customer acting as the buyer shall report the GSPA not later than two weeks after conclusion via a reporting form provided by AggregateEU. The information to be reported will include the data of the buyer, seller, purchased quantity, timeframe and location.
- (3) The compliance with this reporting obligation does not exempt parties from the fulfilment of the notification obligation set forth in Article 3 of the Council Regulation.
- (4) In case the AggregateEU services do not result in a concluded GSPA, the Customer acting as the buyer shall report the reasons why said conclusion was not possible.

## **F. Miscellaneous**

### **Article 13: Deactivation and Suspension**

- (1) PRISMA may deactivate the Customer from AggregateEU upon request by DG ENER or in case of reasonable suspicion that the Customer or its Users do not comply with these T&Cs, the declarations made in the DoH or the conditions and requirement of Chapter II Section 2 of the Council Regulation to participate in AggregateEU.
- (2) The participation of a Customer in AggregateEU may be suspended until a final decision according to paragraph 1 has been taken.
- (3) PRISMA may also deactivate a Customer or its Users in case it is deemed to be jeopardizing or manipulating the functioning of AggregateEU. Such deactivation will require prior agreement from DG ENER.
- (4) As a result of deactivation, information sheets, Tenders and other running processes might be cancelled. Matched parties or parties being part of an established consortium, or any other type of cooperation, legal association, venture or purchasing group might be notified upon the deactivation.
- (5) For the sake of clarity, Article 15 PUC remains unaffected.

#### **Article 14: Ownership of data**

Any data generated via AggregateEU belongs and will be made available to DG ENER.

#### **Article 15: GDPR**

(1) Data Controller according to Regulation (EU) 2016/679 for the personal data processed for AggregateEU shall be the Director of the EU Energy Platform Task Force in DG ENER. Therefore, the following privacy notice applies:

[https://commission.europa.eu/system/files/2020-05/data\\_protection\\_privacy\\_notice\\_18-05-2020.pdf](https://commission.europa.eu/system/files/2020-05/data_protection_privacy_notice_18-05-2020.pdf)

(2) For the processing of personal data by PRISMA, the PRISMA Privacy Policy as published under <https://www.prisma-capacity.eu/privacy> shall apply.

#### **Article 16: Exclusion of conflicting provisions**

(1) Any conflicting, deviating and/or supplementary provisions provided by the Customer regarding the scope of these T&Cs, including but not limited to the Customer's special or general contractual terms and conditions, are hereby expressly rejected.

(2) Neither Customer nor PRISMA shall have the right to assign or transfer the any rights or obligations resulting from those T&Cs without prior written consent of the respective other party.

#### **Article 17: Changes to the T&Cs**

(1) These T&Cs shall apply as amended from time to time.

(2) PRISMA may alter those T&Cs as per the request and as agreed with DG ENER for subsequent demand aggregation, tendering and matching processes and shall communicate any change of the T&Cs in due time.

(3) While submitting new demand for aggregation or placing Bids, the Customer accepts the amended T&Cs.

#### **Article 18: Term and Termination**

(1) The Customer may terminate those T&Cs and unsubscribe from AggregateEU at any time.

- (2) PRISMA shall terminate the subscription of the Customer to AggregateEU and cease to offer the service as soon as the underlying service contract with DG ENER is not effective any more.
- (3) The termination of the T&Cs shall not affect any running processes and does not affect any GSPA concluded.
- (4) Termination does not affect the obligations arising from Articles 11, 13 and 14 of these T&Cs.

Apart from that, after termination PRISMA owes the Customer no further services.