

# **General Terms and Conditions for Use of the PRISMA Capacity Platform**

**as of 01 July 2018**

## **A. GENERAL PROVISIONS**

### **Article 1 Definitions**

Unless the context requires otherwise, the capitalised words, expressions and abbreviations used in these GTCs which are not defined in Regulation EC No 715/2009, Directive 2009/73/EC and/or Commission Regulation (EU) No 2017/459 will have the meaning given to them in the Glossary.

### **Article 2 Scope of application**

1. These GTCs shall govern the conditions for the use of the PRISMA Capacity Platform by Network Users and their Users.
2. Any conflicting, deviating and/or supplementary provision provided by the Network User with regard to the scope of these GTCs, including but not limited to the Network User's special or general contractual terms and conditions, are hereby expressly rejected.

### **Article 3 PRISMA Capacity Platform**

1. At [www.prisma-capacity.eu](http://www.prisma-capacity.eu), PRISMA provides the internet platform PRISMA Capacity Platform at which primary and secondary entry and exit capacities of the TSOs are marketed.
2. The PRISMA Capacity Platform itself serves as a booking and trading platform for a Primary and Secondary Market. Fulfilment and processing of the Transport Contracts between TSOs and Network Users take place outside the PRISMA Capacity Platform. PRISMA itself does not offer any capacity rights and does not become a party to any Transport Contracts or transfer of Transport Contracts and is not responsible for the offering and arrangement of the corresponding capacity products.
3. Information regarding the booking and trading results are published in compliance with Art. 30.

4. Network Users and Users are not allowed to execute through PRISMA any transaction in Financial Instruments. If nevertheless PRISMA finds that a Network User and/or its User(s) try to execute a transaction in Financial Instruments, the respective OTC-trades and/or Trade Proposal(s) shall be rejected and the Network User and its User(s) may be deactivated from the Secondary Market functionalities on the PRISMA Capacity Platform pursuant to Art. 24 and 25.

#### **Article 4 Use of the PRISMA Capacity Platform**

1. A successful registration of the Network User and its User(s) on the PRISMA Capacity Platform and approval of the Network User and its User(s) via the PRISMA Capacity Platform by the TSO are requirements for the use of the PRISMA Capacity Platform.
2. Registration on the PRISMA Capacity Platform and approval by TSO are subject to the provisions in Art. 5 and Art. 6.
3. By successful registration, a Platform Usage Contract is established between the Network User and PRISMA. Network User and Users shall use the PRISMA Capacity Platform in compliance with the relevant laws and the provisions of these GTCs.
4. The Network User is authorised to have several active Users on the PRISMA Capacity Platform. If the TSO demands it, proof of power of representation for the Users must be provided. The Network User ensures that its Users comply with all rights and obligations pursuant to the Platform Usage Contract.
5. The use of the PRISMA Capacity Platform is free of charge for the Network User. Within the scope of the Applicable Regulations, PRISMA is entitled to introduce fees and charges for the use of PRISMA Capacity Platform according to Art. 31, subject to the approval of national regulatory authorities if so required by Applicable Regulations.

#### **Article 5 Registration on the PRISMA Capacity Platform**

1. For the successful registration of the Network User and its first User, the following information needs to be provided to PRISMA:
  - a. Valid EIC of the Network User as published by ENTSOE and/or ENTSG;
  - b. The company name and address, meaning: street and number, postcode, city, and country of the Network User;
  - c. User information: title, salutation, last name, first name, telephone number, e-mail address;

- d. Other Network User information: billing address, IBAN, BIC, legal representatives, contact details for dispatching and central communication and VAT number;
  - e. Additional identification code if requested by TSO;
  - f. Additional information as requested by the PRISMA Capacity Platform in line with Applicable Regulations and the respective TSO TTCs.
2. If more Users of the same Network User wish to register on the PRISMA Capacity Platform, each additional User is required to provide the information described under Art. 5 para. 1. lit. c.
3. The Network User accepts (i) the GTCs as integral part of the Platform Usage Contract and (ii) the privacy policy of the PRISMA website, by ticking the corresponding box at [www.prisma-capacity.eu](http://www.prisma-capacity.eu).
4. Each Network User may register for one or more TSO(s). PRISMA shall without undue delay forward the information provided by the Network User to the selected TSO(s) for confirmation. Upon receipt of at least one TSO's confirmation by PRISMA, the Network User shall be successfully registered.
5. Upon successful registration of the Network User and its first User, the Network User receives an e-mail from PRISMA containing the User's PIN and username.  
Upon successful registration of any additional Users, the Network User's registration information shall be updated accordingly. Each additional User receives an e-mail from PRISMA containing an individual User PIN and username.

Booking and trading of capacities via the PRISMA Capacity Platform are only possible with the use of an Access Key (Art. 6 para. 5) and PIN.

## **Article 6 Approval of the Network User by the TSO**

1. Following the submission of the registration information by PRISMA to the respective TSOs, the selected TSOs' approval process begins. The approval process takes place according to the corresponding TSO TTCs. An already given approval may be suspended or withdrawn by the TSO subject to the respective TSO's TTCs. In accordance with Applicable Regulations, the Network User may need the approval of the respective TSO for the use of primary and/or secondary functionalities. The approval for the use of Primary and/or Secondary Market functionalities may be granted or denied independently of each other in accordance with Applicable Regulations. The Network User and its User(s) will be informed by PRISMA about the scope of their approval granted by the TSO. If required by the TSO, PRISMA will provide the Network User with the documents or information necessary for the approval by the TSO concerned.

2. PRISMA is not responsible for the approval process by the TSO. The same applies mutatis mutandis to the suspension or withdrawal of an approval.
3. If the TSO calls for a verification of credentials or a credit assessment, PRISMA shall inform the User or Network User about the needed documents.
4. PRISMA informs the Network User without undue delay of the results of the TSO's approval process per e-mail.
5. Upon successful TSO approval the respective User of the Network User is provided with an Access Key by PRISMA. This Access Key is (along with the username and PIN) a technical necessity for access to the PRISMA system. The Access Key is non-transferable and only valid for the User to whom it is issued. The Access Key is either a hardware token or a software solution. Upon first registration the User may choose to either use the hardware token or the software solution. The hardware token will be sent by registered letter and remains the property of PRISMA. The hardware token must be returned upon deactivation of the User account. The hardware token will be replaced by PRISMA within 7 years upon delivery to the Network User to avoid malfunctioning of the token. In case of malfunctioning of the hardware token before such replacement by PRISMA, the Network User may request its replacement to PRISMA who provides the Network User with a new hardware token or a software solution without undue delay.

#### **Article 7 Changes to Network User profile information**

1. The Network User and each User shall without undue delay update the profile information filed on the PRISMA Capacity Platform to reflect any changes.
2. Each User of the Network User may change certain registration information at any time on the PRISMA Capacity Platform website (e.g. contact details) by using the input screen.
3. In order to change the profile information not covered under para. 2, a User of the Network User has to submit the filled and duly signed forms (which are available in the download area) to PRISMA. Fulfilment of the obligation to update its data pursuant to para. 1 does not relieve the Network User from any corresponding or additional notification obligation to the TSO pursuant to the TSO TTCs.
4. Changes to the registration information on the PRISMA Capacity Platform are activated at the earliest at 06:00 CET of the following day.

## **Article 8 Deactivation of Users by the Network User**

1. The Network User can deactivate accounts of its Users. With the deactivation of the last User of a Network User, PRISMA may deactivate the account of that Network User.
2. After the deactivation of a User account, the Network User is required to return to PRISMA any hardware token assigned to the User not later than fourteen (14) calendar days after deactivation.

If the hardware token is not returned within this period, PRISMA is entitled to bill the Network User for the costs of the hardware token. In that case, the Network User is obliged to pay the costs of the hardware token.

## **B. PROVISIONS REGARDING THE BOOKING OF PRIMARY CAPACITIES**

### **Article 9 Available booking formats**

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

### **Article 10 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 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. 12 and according to the Auction Calendar. Art. 11 and 12 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. 11 and 12 below and Art. 17 and 18 of 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 minimum lot size of a Volume Bid is either one (1) kWh/h or one (1) kWh/d depending on the TSO TTCs.

5. If permitted by Applicable Regulations and/or if required by the TSO 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.

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.

6. Following the end of the auction the allocation of capacities takes place at the determined price in accordance with Art. 11 or Art. 12. In case Incremental Capacity is auctioned, allocation takes place only with respect to one Offer Level and is subject to an Economic Test.
7. Running auctions may be terminated when the availability of the PRISMA Capacity Platform is limited in accordance with Art. 21, 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 11 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 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 12 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:
  - a. 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;
  - b. 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 (a);
  - c. 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;
  - d. 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 (b) 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(b), 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 Article 10 to 12. In the second step, these intermediate results take the competing capacity into account. For this final allocation the rules in Article 10 to 12 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 13 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 14 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 15 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:
  - (i) 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;
  - (ii) according to Art. 3. 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;
  - (iii) the Alternative Currency displayed on PRISMA Capacity Platform is calculated by converting the Base Currency using the Reference Exchange rate;
  - (iv) 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.

## **C. PROVISIONS REGARDING THE SECONDARY MARKET**

### **Article 16 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 have to 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 17 Transaction types: assignment or transfer of use**

1. Capacities can be traded on PRISMA Capacity Platform via:
  - (i) assignment, where all rights and obligations are completely allocated from an Offering Network User to a Requesting Network User; or
  - (ii) 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 18 Available trading procedures**

PRISMA Capacity Platform supports the following procedures for trading capacities on the Secondary Market:

- (i) OTC trading, where an Offering and a Requesting Network User trade bilaterally and know one another,
- (ii) 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
- (iii) 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.

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 19 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.

## **D. OTHER PROVISIONS**

### **Article 20 Behaviour on the PRISMA Capacity Platform**

1. The Network User and the respective Users undertake to behave as a prudent and reasonable operator, refrain from any action which may directly and/or indirectly infringe any market behaviour rules and regulations and/or lead to the damaging or reduction in effectiveness of the 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. A Network User and its Users shall not manipulate the course of an auction for instance by using a second account, an alias or third party. They must neither manipulate auctions 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 may assume multiple roles in a single auction (e.g. as TSO and Network User).
3. In case of infringements of the preceding paragraphs, Art. 24 and 25 apply.

### **Article 21 Availability of, functionality of and access to the PRISMA Capacity Platform**

1. PRISMA will use the professional care of a reasonable and prudent operator to grant access to and make available the PRISMA Capacity Platform according to the applicable industrial standard. According to the state of technology it is not possible to warrant the trouble-free functioning of data processing devices and device combinations under all application conditions imaginable and to exclude errors in the data processing programs. The right to use the PRISMA Capacity Platform and its functions shall only be available within the framework of the current state of technology and the uptime of the PRISMA Capacity Platform and the TSOs' connected systems. PRISMA may temporarily limit the availability and/or functionality of the PRISMA Capacity Platform if and when this is necessary in order to guarantee the security and integrity of the server or in order to carry out technical measures which serve to improve or maintain the availability and/or functionality of the PRISMA Capacity Platform. The same applies to cases of unforeseen technical disturbances or difficulties 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' connected systems. A right to use the PRISMA Capacity Platform shall not exist in such cases.
2. PRISMA shall notify affected Network Users in an appropriate manner about limitations of availability and/or functionality of the PRISMA Capacity Platform according to para. 1. In case of limitations due to planned technical measures,

PRISMA will announce for each gas year the necessary maintenance periods by the 30<sup>th</sup> of September at the latest on the website [www.prisma-capacity.eu](http://www.prisma-capacity.eu). In case of limitations due to unplanned measures PRISMA will make efforts within the limits of what is economically justifiable to quickly restore the availability of the PRISMA Capacity Platform.

3. For the duration of such an unavailability of the PRISMA Capacity Platform or the TSOs' connected systems, the functionalities of the PRISMA Capacity Platform cannot be used. The provisions of Art. 26 remain unaffected.
4. In the case of limitation of availability and/or functionality of the PRISMA Capacity Platform as described in para. 1, any procedures currently in progress may be interrupted and will then be continued at a later time. This is not applicable for (i) affected auctions for short-term capacity products and (ii) 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 Network Users shall be notified of the continuation in a timely manner. In addition, Art. 11 para. 5 and 6 apply accordingly.
5. The proper functioning of telecommunications services the Network User needs to access the platform is not within PRISMA's sphere of influence. Therefore, each and any liability and/or warranty of PRISMA therefore is herewith excluded.

#### **Article 22 Contract duration, termination by Network User**

1. The Platform Usage Contract is concluded for an indefinite period of time. Network Users have the right to terminate the Platform Usage Contract at any time. PRISMA can only terminate the Platform Usage Contract in the cases as stated in Art. 26.
2. Terminations must be made in written form.
3. The Platform Usage Contract shall be considered as terminated in case the Network User completely deactivates all of its Users' accounts to the PRISMA Capacity Platform in accordance with Art. 8. Capacity bookings and trades which have taken place before the termination of the Platform Usage Contract remain unaffected by the termination.
4. Upon termination of the Platform Usage Contract, all hardware tokens have to be returned to PRISMA without undue delay, but in any case no later than fourteen (14) calendar days after termination. Art. 8 para. 2 sentences 2 and 3 apply accordingly.

#### **Article 23 Preservation of PRISMA's system security**

1. The Network User 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, the following:



- (i) information about Access Keys is not to be forwarded or made available to others and is, in particular, to be safeguarded against unauthorised use by a third party,
  - (ii) to preserve the singular assignment of the Access Key to only one User, as well as
  - (iii) to not leave the computer or workplace unguarded or unattended after successfully logging in to PRISMA Capacity Platform.
2. The Network User shall notify PRISMA immediately when:
  - (i) an Access Key has been lost; or
  - (ii) a well-founded suspicion exists that access information has become available to an unauthorised third party.

#### **Article 24 Deactivation of Users by PRISMA**

1. If evidence or ground for belief exists that a User (i) has infringed the Platform Usage Contract, or (ii) jeopardizes the proper functioning of the PRISMA Capacity Platform, or (iii) contravenes any reasonable action, measure or instruction of PRISMA under this Platform Usage Contract or (iv) if there is a well-founded reason for PRISMA to protect the interests of other Network Users from fraudulent or illegal activities, PRISMA can deactivate the User. Before deactivation PRISMA shall take into account the interests of the affected User, the Network User concerned as well as all other Network Users and the concerned TSOs.
2. Severe breaches entitle PRISMA to immediately deactivate the respective User. Severe breaches are constituted inter alia by attacking the Platform or manipulating an auction according to Art. 20. para. 1. and/or Art. 20. para. 2. or by executing any transaction in Financial Instruments according to Art. 3. para. 4.
3. PRISMA shall inform the User, the Network User and the TSOs which have approved the Network User in accordance with Art. 6. without undue delay. In case of a severe breach according to para. 2. the deactivation is notified to the Network User of the deactivated User by registered letter with acknowledgment of receipt and by fax and shall take effect immediately. The notification shall state the reason for the deactivation. The TSOs concerned shall receive a copy of the notification. In all other cases, the deactivation shall follow the procedure according to Art. 25. para. 3. to 5.
4. PRISMA shall accept a new registration of a deactivated User if the Network User proves the establishment of internal procedures to ensure compliance of this User with the Platform Usage Contract.
5. If one User of a Network User is repeatedly deactivated, PRISMA has the right to exclude this User permanently.

## **Article 25 Deactivation of Network User by PRISMA**

### General

1. Any decision to deactivate a Network User from market functionalities on the PRISMA Capacity Platform (primary and/or secondary) will be taken after alignment with the concerned TSO(s) according to para. 2. and 3. Any deactivation of a Network User will automatically result in the deactivation of all respective User(s) of said Network User.

### Immediate deactivation of Network User:

2. PRISMA is authorised to deactivate the Network User immediately for the concerned TSO(s) in case of withdrawal of the approval by all concerned TSO(s) that had approved the respective Network User according Art. 6.

Such a deactivation is notified by registered letter with acknowledgment of receipt and by fax by PRISMA to the Network User and shall take effect immediately.

Any deactivation of a Network User shall be communicated by PRISMA to the concerned TSOs in order to enable them to fulfil any obligations of information towards the relevant competent authorities. This communication shall enclose a copy of the notification to the Network User.

### Deactivation of Network User in other cases

3. Without prejudice to immediate deactivation in accordance with the provisions of para 2. of this Article, when a Network User or any respective User fails to comply with one or more provisions of the Platform Usage Contract, PRISMA may also deactivate a Network User and the respective Users at the end of the following deactivation procedure:
  - (i) PRISMA notifies the Network User in writing by registered letter with acknowledgement of receipt or by fax of the obligation to remedy any breach or non-compliance of its contractual obligations. The concerned TSOs receive a copy of the notification.

This notification indicates:

- the alleged breach or non-compliance of the Platform Usage Contract and
- the necessary action(s) that should be taken by the Network User to remedy the breach and/or non-compliance and
- a deadline of minimum fourteen (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 Network User, upon its Request in writing to answer to this notification and/or to discuss orally the reason(s) of the notification with PRISMA.

- (ii) If the Network User wants to discuss the content of the notification, the Network User can demand that PRISMA organises a meeting. That meeting shall be held within the above mentioned deadline and with the participation of concerned TSOs.
- (iii) Without prejudice to the outcome of the meeting, if the Network User does not take the requested action(s) to remedy the situation within the above mentioned deadline, the Network User may be deactivated by PRISMA. This decision of deactivation shall be taken within minimum seven (7), and maximum fourteen (14) calendar days starting at the end of the abovementioned deadline. PRISMA notifies the deactivation decision by means of a registered letter and/or fax with acknowledgement of receipt, to the Network User.

This notification of deactivation indicates:

- the reasons for the deactivation of the Network User and
  - the date and time of the deactivation of the Network User and
  - the consequences of the deactivation.
4. Deactivation takes immediate effect on the date and time indicated in the notification of the deactivation, unless the Network User has remedied the situation that is the reason for the deactivation.
  5. Any deactivation of a Network User shall be communicated by PRISMA to the TSOs in order to enable them to fulfil any obligations of information towards the relevant competent authorities. This communication shall enclose a copy of the notification to the Network User.

#### Consequences of deactivation of the Network User

6. In case and to the extent of deactivation according to para. 2. and 3., the Network User and its Users can no longer either (i) book and trade, (ii) book or (iii) trade capacities via the PRISMA Capacity Platform until PRISMA determines that the conditions to book (and trade) capacities have been met again and/or there is a ground for belief that the Network User will comply with the Platform Usage Contract again.

### **Article 26 Termination of the Platform Usage Contract by PRISMA**

1. PRISMA reserves the right to discontinue operation of the PRISMA Capacity Platform at any time with a notice period of at least three months to the end of the month. The Network Users are to be notified of the reasons in Text Form. Capacity bookings or transactions which have taken place before the termination of the operation of the PRISMA Capacity Platform remain unaffected by the termination of operations. PRISMA seeks to notify the Network Users of the exact

point in time of the discontinuation of the operation of the PRISMA Capacity Platform in a timely manner.

2. PRISMA has the right to terminate the Platform Usage Contract:
  - if allowed by Applicable Regulations in the event of bankruptcy, liquidation or dissolution of the Network User,
  - following receipt by PRISMA of a decision of a competent authority stating that the Network User has committed an abusive or fraudulent act with regard to the allocation of capacities on one of the Interconnection Points and requesting for the exclusion of the Network User from the PRISMA Capacity Platform or
  - in the event of a persistent and/or intentional breach of the Platform Usage Contract following the prior notification thereof to the Network User or
  - in case of definitive withdrawal of all TSO approval of the Network User concerned.
3. The termination of the Platform Usage Contract takes effect on the date indicated in the statement of notification of the said termination to the Network User, which also provides the reasons for the contract termination by PRISMA.
4. If PRISMA terminates a Platform Usage Contract pursuant to this Article, the Network User no longer has access to the PRISMA Capacity Platform.

## **Article 27 Liability and warranty**

1. PRISMA makes the PRISMA Capacity Platform available as described in these GTCs, especially Art. 3. and 21. PRISMA does not, in doing so, take any responsibility for, or make any guarantee concerning, the contracts concluded between TSOs and Network Users or between Network Users; in particular for the actions, capabilities and performance of the contractual parties involved.
2. The parties to the Platform Usage Contract are liable without restriction in cases of own fault or the fault of their agents or legal representatives in the event of bodily injury, loss of life or harm to health. Fault comprises wilful intent and all forms of negligence.
3. Furthermore, the parties to the Platform Usage Contract are liable for damages resulting from breaches of duty resulting from wilful intent or gross negligence of the parties to the Platform Usage Contract, their agents or legal representatives.
4. In cases of simple negligence, the parties to the Platform Usage Contract are liable without restriction only for damages resulting from violation of material contractual obligation. The liability for damages in case of breach of material contractual obligations is limited to the contract-typical, foreseeable damage.

5. The aforementioned exclusions and limitations of liability are valid also for any claims against legal representatives, employees as well as sub-contractors or vicarious agents of the parties to the Platform Usage Contract.
6. Material contractual obligations are obligations the performance of which are fundamental to the proper performance of the Platform Usage Contract, and the performance of which the parties to such a contract normally rely on and may at all times expect.
7. 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, 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.
8. 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.

## **Article 28 Force majeure**

1. Force majeure is an event which occurs due to occurrences outside one's own control and not due to 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.

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).

2. 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 his contractual obligations.
3. 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.
4. If the contractual party uses a third party to execute the obligations under the Platform Usage Contract, 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 29 Use of data**

1. PRISMA may collect, store, use and process data of its Network Users and their Users and data generated by the TSOs and/or the Network Users and its Users via the PRISMA Capacity Platform
  - a) for the execution of the Platform Usage Contract or 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 Platform Usage Contract and Transport Contracts are carried out properly as well as that transactions entailing the transfer of capacity rights are completed accordingly, or
  - b) to comply with Applicable Regulations.

Furthermore, PRISMA shall share this information with the respective TSOs and (subject to Applicable Regulations) with competent authorities.

2. PRISMA may publish the company name of the Network User on the PRISMA Capacity Platform for the purpose of advertisement, but only if and to the extent the Network User has previously agreed to such use.
3. While maintaining anonymity, PRISMA may disclose data concerning its Network Users and their Users on the PRISMA Capacity Platform if those data are 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 into the offer or request as well as required data about the concerned network operator and network point.
4. After a successfully concluded CFO or FCFS transaction on PRISMA Capacity Platform, PRISMA may disclose to the Offering and to the Requesting Network User both the name and the address of one other. Such disclosure shall only be intended for the fulfilment of the contract.
5. In the event that a Platform Usage Contract is revoked or terminated, PRISMA will delete the data in compliance with the applicable rules and regulations. The same shall apply in the event that the operation of the PRISMA Capacity Platform is suspended. If it is not possible to delete the data due to legal obligations to retain the data, the data shall be kept until the retention period has ended.

## **Article 30 Confidentiality**

1. Without prejudice to Art. 29., the parties of the Platform Usage Contract agree to treat, subject to the provisions in para. 3., as confidential all information which they receive in connection with the Platform Usage Contract, the use of the

PRISMA Capacity Platform and contracts concluded on this basis (hereafter named "Confidential Information") and also agree not to disclose this information to any third party unless the affected parties of the Platform Usage Contract have previously authorised such action in written form. It is understood that information already known by the parties of the Platform Usage Contract receiving the information at the time of receipt and resulting from legal means is not Confidential Information.

2. The parties of the Platform Usage Contract are obliged to use the Confidential Information exclusively for the purpose of fulfilling the aims of this agreement.
3. The parties of the Platform Usage Contract have, in the following situations, the right to disclose Confidential Information received from the other contractual party without their prior written authorisation:
  - a) to Affiliated Companies, in the meaning of the Directive 83/349/EC, provided that such disclosure is required for the proper execution of the obligations contained in the Platform Usage Contract by the disclosing party. In such case, the disclosing parties of the Platform Usage Contract shall ensure that their Affiliated Company shall treat the information received as confidential;
  - b) 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;
  - c) to any third party to the extent that this Confidential Information
    - 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 Platform Usage Contract or
    - must be disclosed by the TSOs and/or the parties of the Platform Usage Contract as a result of a legal requirement or binding decision from a public authority or court. In such cases the parties of the Platform Usage Contract disclosing the information are obliged to inform the affected parties of the Platform Usage Contract immediately of the disclosure.
  - d) and/or if the respective data are aggregated and anonymous.
4. The obligation to confidentiality ends five (5) years after the termination of the Platform Usage Contract.
5. Article 16 Directive 2009/73/EC and its national transposition measures remain unaffected.

### **Article 31 Changes to this Platform Usage Contract**

1. PRISMA reserves the right to change or expand the scope and the content of the provisions of this Platform Usage Contract, 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 Platform Usage Contract, if required by Applicable Regulations and to the maximum extent possible, those changes are timely and publicly consulted with (i) national competent agencies or authorities and with (ii) stakeholders. Changes can be considered minor even if they require changes to the Network Users' back end systems.
5. After the consultation, Network Users shall be notified in a timely manner of any consolidated changes or amendments in Text Form. In such case the Network User can terminate the Platform Usage Contract in accordance with Art. 22. Capacity bookings which have taken place before the termination of the Platform Usage Contract remain unaffected by the termination.

### **Article 32 Place of jurisdiction and applicable law**

1. The Platform Usage Contract shall be governed exclusively by the laws of the country where PRISMA is seated according to the respective commercial register. 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 the Platform Usage Contract shall be the seat of PRISMA according to the respective commercial register.
3. The registered seat of PRISMA is Leipzig, Germany.

### **Article 33 Language and severability clause**

1. Only and exclusively the English version of this Platform Usage Contract is legally binding. Any other versions of the Platform Usage Contract 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 Platform Usage Contract, the English language version shall take precedence.
2. Should individual provisions of the Platform Usage Contract or its amendments be or become ineffective or unenforceable, all other parts of the Platform Usage Contract 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.