



Capacity Booking Rules

for the European Union Interconnection Points of DESFA SA

Version 1.0.

Applicable from Oct. 2016

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Annex I. – Network User Membership Agreement

Preamble

The Regional Booking Platform (hereinafter: RBP), as Capacity Booking Platform is an electronic capacity trading platform designed and operated by FGSZ Natural Gas Transmission Private Company Limited by Shares (hereinafter: FGSZ Ltd). FGSZ Ltd. is a licenced independent transmission system operator according to the Law XL of 2008 on Natural Gas Supply. The Capacity Booking Rules for the European Union Interconnection Points of DESFA SA (hereinafter Capacity Booking Rules) contains the rules and processes of capacity booking and capacity auctions, the terms and conditions of network user participation, the terms and conditions of allocating capacity, and describes the capacity products and the framework of the financial guarantees regarding the Network User Members. Annex I. of the Capacity Booking Rules (Network User Membership Agreement) contains the rights and obligations of the RBP Operator (namely FGSZ Ltd) and Network User(s) who use the RBP.

The terms and conditions of the Capacity Booking Rules are binding to the RBP Operator, TSO Members and Network User Members.

Terms and definitions used herein shall be interpreted in the meaning of Directive 73/2009/EC, Regulation 715/2009/EC and Regulation 984/2013/EU. These terms and definitions used herein refer particularly to the present Capacity Booking Rules, including Annex I.

Bidding round – shall mean the period of time during Network User Members can submit, amend and withdraw bids.

Auction Result Confirmation – shall mean a digitally signed confirmation sent from the RBP Operator to the Network User Member(s) and / or TSO Member(s) about the capacity allocated to the Network User Member(s) by the TSO Member(s).

Auction fee – shall mean the product of the allocated capacity and the auction unit price per capacity auction.

Auction unit price – shall mean the auction premium according to the final result of the capacity auction per one unit of the relevant capacity product (currency/kWh/hour/duration or currency/kWh/day/duration), expressed in monetary terms.

Auction premium – In case of ascending clock auctions, it shall mean the price step (%) belonging to the last bidding round. In case of uniform price auction, it shall mean the lowest offered price (%) accepted in the auction.

Auction Calendar – shall mean the table continuously displaying basic information related to the scheduling of capacity auctions, including starting dates and capacity products to which they apply, published by the RBP Operator based on the request and data provision of the TSO Member(s).

CAM NC – shall mean Commission Regulation (EU) No 984/2013 of 14 October 2013 establishing a Network Code on Capacity Allocation Mechanisms in Gas Transmission Systems and supplementing Regulation (EC) No 715/2009 of the European Parliament and of the Council.

CMP – shall mean Commission Decision 2012/490 of 24 August 2012 on amending Annex I to Regulation (EC) No 715/2009 of the European Parliament and of the Council on conditions for access to the natural gas transmission networks.

First time undersell – shall mean an occurrence where the aggregate demand across all Network User Members is less than the capacity offered at the end of the first bidding round or a subsequent bidding round.

First editing deadline – shall mean the deadline specific to each capacity product until which a TSO Member is obliged to upload the basic parameters of the relevant capacity product (available capacity, reserve price, large price step and small price step) to the RBP Application. The relevant deadlines are detailed under Article 4.

Clearing price – shall mean the price according to the final result of the capacity auction, expressed as a percentage of the reserve price. It consists of the reserve price (100%) and the auction premium (%).

Clearing unit price – shall mean the price according to the final result of the capacity auction per one unit of the relevant capacity product (currency/kWh/hour/duration or currency/kWh/day/duration), i.e. the clearing price expressed in monetary terms

Clearing fee – shall mean the product of the clearing unit price and the capacity quantity of the successful bid.

Ascending clock auction – shall mean an auction in which a Network User Member places requested quantities against defined price steps, which are announced sequentially.

Uniform price auction – shall mean an auction in which the Network User Member in a single bidding round bids price as well as quantity, and all Network User Members, who are successful in gaining capacity, pay the price of the lowest successful bid

Incremental capacity – shall mean a possible future increase in technical capacity that may be offered based on investment or long-term capacity optimisation and subsequently allocated in the following cases: (a) at existing interconnection points, (b) by establishing a new interconnection point, (c) as physical reverse flow capacity at an interconnection point, which has not been offered before.

Bundled capacity – shall mean a standard capacity product, which consists of corresponding entry and exit capacity at both sides of the relevant interconnection point.

Reserve price – shall mean the eligible floor price in the auction.

Small price step – a fixed or variable amount that is defined per entry/exit network point and capacity product which is smaller than the large price step.

Second editing deadline – shall mean the deadline until which a TSO Member is obliged to establish Network User Member(s)' eligibility to participate in the capacity auction. The second editing deadline is defined under Article 4..

Large price step – shall mean a fixed or variable amount that is defined per entry/exit network point and capacity product.

Regional Booking Platform (RBP) –shall mean the electronic capacity trading platform which is a capacity booking platform complying with CAM NC. The RBP Application and RBP Portal jointly constitute the Regional Booking Platform.

Regional Booking Platform Application (RBP Application) – shall mean the Internet-based securely accessible test and production software environments of the Regional Booking Platform.

Regional Booking Platform Portal (RBP Portal) – shall mean the Internet-based openly accessible publication and information website of the Regional Booking Platform.

Regional Booking Platform Operator (RBP Operator) – shall mean the legal person operating the Regional Booking Platform, i.e. FGSZ Ltd.

REMIT – Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency.

Network User Member – a legal or natural person registered on RBP for the purpose of booking capacities allocated on the RBP, as well as using other services offered by RBP.

Applicant Network User – shall mean a network user who intends to use the services of the Regional Booking Platform and submits the corresponding application documents to the RBP Operator.

Competing capacities – shall mean capacities for which the available capacity in one of the concerned auctions cannot be allocated without fully or partly reducing the available capacity in the other concerned auction.

TSO Member – transmission system operator allocating capacities via RBP and using other offered services. FGSZ Ltd. is a TSO Member on its own right.

Applicant TSO – shall mean a transmission system operator who intends to use the services of the Regional Booking Platform and submits the corresponding application documents to the RBP Operator.

2. General Provisions Contractual Relationship and Binding Nature

Contractual relationship shall be established between the Regional Booking Platform Operator (RBP Operator) and the Applicant TSO upon the signature of the TSO Membership Agreement by the RBP Operator and a TSO Applicant, and between the RBP Operator and the Applicant Network User Member upon the signature of the Network User Membership Agreement by the RBP Operator and a Network User Applicant, respectively. By signing the TSO Membership Agreement or the Network User Membership Agreement, an Applicant TSO becomes TSO Member whereas an Applicant Network User becomes Network User Member, accordingly.

2.2. Operation of the Regional Booking Platform

FGSZ Ltd. is the operator of the Regional Booking Platform.

As the operator of the Regional Booking Platform, FGSZ Ltd. is responsible for:

- a. signing Membership Agreements with Applicants, whereby they become TSO or Network User Members, as appropriate,
- b. assigning access rights and providing access to TSO Members and Network User Members as stipulated in the specific TSO Membership Agreement or Network User Membership Agreement
- c. the compliance of the capacity auction processes with the Capacity Booking Rules,
- d. receiving, processing, submitting and archiving information from/to TSO Members and Network User Members concerning their transactions on the Regional Booking Platform,
- e. providing, maintaining and developing the RBP Application and the RBP Portal,
- f.

2.3. Legal Framework

RBP was designed according to CAM NC and the relevant national laws.

2.4. Principles of Capacity Bundling

In case of bundled capacity products, RBP implements the concept of ‘product bundling.’ Bundled capacity products shall consist of same quality components, i.e. either firm capacities without any restrictions or interruptible capacities with same rules of interruption on both sides of the bundle, if applicable.

RBP is able to handle more complex network points with regard to the offering and auctioning of bundled capacity products, subject to the agreement of the involved TSO Members.

2.5. Language of Operation and Communication

The official language of RBP is Hungarian and English.

Only the present English version of these Capacity Booking Rules agreed between RBP Operator and DESFA SA as a TSO Member and published by the RBP Operator is legally binding to DESFA SA as a TSO Member.

The RBP Application and RBP Portal may be enabled to be accessible in any further languages. If a TSO Member would like to access RBP in a further language, for convenience, this is possible following the development and change request protocol of the Cooperation and TSO Membership Agreement.

2.6. Customer Service

RBP Operator provides a User Manual for the Regional Booking Platform on the RBP Portal.

The RBP Application is the technical background for business transactions. Therefore, the RBP Operator can deal with and answer only technical questions and complaints with regard to RBP's operation. Other business-related issues, questions and complaints will be redirected to relevant TSO Member(s) and shall be handled according to the relevant regulations of the TSO Member(s) throughout the concerned communication channels. Technical complaints are to be reported via a controlled process to RBP Operator. The RBP Operator shall be obliged to answer technical questions and complaints without undue delay.

2.7. Secure Operation

The RBP Operator shall be obliged to continuously operate hot back-up systems and to apply an adequate Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP). BCP and DRP processes shall be based on the Information Technology Provisions. The Information Technology Provisions shall be published by the RBP Operator on the RBP Portal.

TSO Members shall be obliged to inform each other and the RBP Operator about all technical questions and complaints without undue delay that might serve the improvement of the operation and administration of the processes of RBP.

3. Services of the Regional Booking Platform

3.1. Bundled and Unbundled Capacity Allocation Mechanisms for Standard Capacity Products

Based on the rules described in the CAM NC, RBP offers the possibility to adjacent TSO Members or other system operators for offering their capacity jointly in auctions in the form of bundled firm or interruptible capacity, if applicable.

If the amount of capacity offered by the adjacent TSOs differ at a network point, an unbundled capacity auction shall automatically be created for the unmatched capacity amount.

The application also enables to run unbundled firm or interruptible capacities by the same TSO Member(s) or other system operators.

Network Users shall be able to obtain such capacities via auctions as defined in the CAM NC.

3.2. Bundled and Unbundled Capacity Allocation Mechanisms for Non-Standard Capacity Products of the CAM NC

RBP offers the possibility to allocate non-standard capacity products according to the CAM NC.

3.3. Incremental Capacity Allocation

3.3.1. Incremental Capacity Auctions

RBP offers the possibility to conditionally allocate parallel offer levels according to the CAM NC auction mechanisms.

3.3.2. Open Season Capacity Product

RBP offers the possibility to allocate Open Season Capacity Product with ex ante bidding conditions (minimum quantity and / or duration and / or route) built into the allocation mechanism.

3.4. Bilateral Capacity Trade (transfer of usage rights)

RBP offers the possibility to trade allocated capacities on a bilateral (over-the-counter) basis.

3.5. Anonymous Secondary Capacity Market (transfer of usage rights)

The anonymous marketplace cleared by an external clearing house for secondary capacity trading is available through the RBP as well.

3.6. Surrender of Booked Capacity

RBP offers the possibility to Network User Members to surrender their booked bundled and unbundled capacities according to CMP.

3.7. Capacity Buyback Auction

RBP offers the possibility for the TSO Member to call daily or within-day a buyback auction in case the TSO Member applies the CMP measure of oversubscription and buyback.

3.8. Competing Capacity Auctions

RBP offers the possibility for competing capacity auctions according to the agreement of the adjacent TSO Members.

3.9. Other Services

The RBP Operator may offer further services based on the request of TSO Members and Network User Members according to the development and change request protocol.

4. Overview of the Registration, Capacity Allocation Processes of RBP

Step	What?	Who?	When?	How?
1/a	Becoming TSO Member of RBP	Applicant TSOs and RBP Operator	Anytime	Offline (paper-based contract)
1/b	Becoming Network User Member of RBP	Applicant Network Users and RBP Operator	Anytime	Offline (paper-based contract), registration online on RBP Portal
2	Entity setup	RBP Operator	Upon the successful accession of Applicant TSOs and Applicant Network Users	Online on RBP Application
3	Setup of Auction Calendar	RBP Operator	Anytime based upon the relevant information provided by the TSO	Online on RBP Application
4	Scheduling of Auctions	RBP Operator	Immediately after the provision of the Auction Calendar	Online on RBP Application
5/a	First editing deadline (capacity product parameters)	TSO Members	In case of yearly capacities : 1 month before the auction starts In case of quarterly capacities : 2 weeks before the auction starts In case of monthly capacities : 1 week before the auction starts In case of daily capacities : 80 minutes before the start of the auction In case of within-day capacities : 10 minutes before the start of the auction	Online on RBP Application
5/b	Capacity bundling	RBP Operator	Immediately upon the expiry of the above deadlines (for bundled capacities only)	Online on RBP Application
5/c	Publication of the finalised capacity products	RBP Operator	In case of yearly capacities : 1 month before the auction starts In case of quarterly capacities : 2 weeks before the auction starts In case of monthly capacities : 1 week before the auction starts In case of daily capacities : 60 minutes before the start of the auction In case of within-day capacities : 8 minutes before the start of the auction	Online on RBP Portal
5/d	Second editing deadline (network user auction access)	TSO Members	In case of yearly capacities : 65 minutes before the auction starts In case of quarterly capacities : 65 minutes before the auction starts In case of monthly capacities : 65 minutes before the auction starts In case of daily capacities : 40 minutes before the auction starts In case of within-day capacities : 6 minutes before the auction starts	Online on RBP Application
6/a	Auction execution	RBP Operator	Starting date: according to the auction calendar Internal timing: according to CAM NC timings (In case of non-standard capacity products, both starting dates and the internal timing of the capacity auctions may deviate from the CAM NC rules)	Online on RBP Application
6/b	Bidding	Network User Members	According to CAM NC timings In case of non-standard capacity products, they may deviate from the CAM NC rules)	Online on RBP Application
7/a	Entering into contractual relationship	TSO Members and Network User Members	Upon the closure of the auction via the Auction Result Confirmation	According to the internal rules of the TSO Members
7/b	Contract management	TSO Members and Network User Members	According to the internal rules of the TSO Members / Network User Members	

The editing deadlines displayed in the above table are indicative and may be subject to amendment upon the mutual agreement of the TSO Member(s) and the RBP Operator. Network User Members shall be informed about such changes via the RBP Portal.

5. Accession to and Membership of RBP

Any legal or natural person shall be entitled to register themselves on RBP in a transparent and non-discriminatory way. The TSO Membership Agreement contains the rights and obligations of the TSO Members and the RBP Operator in relation to the use of RBP, while the Network User Membership Agreement contains the rights and obligations of the Network User Members and the RBP Operator in relation to the use of RBP.

The membership shall not be transferrable or assignable.

5.1. General Information about Network User Registration

Network User Applicants shall register by submitting the completed and duly signed Network User Membership Registration Form to the RBP Operator. In the Form, the Applicant has to agree and accept the terms and conditions of the Network User Membership Agreement, as well as the present Capacity Booking Rules.

The secure area of RBP can be accessed using digital certificates issued by a certificate authority (trusted provider). The access is personalized and is related to natural person representing the Applicant Network User. As neither TSO Members, nor the RBP Operator is digital certificate providers, Applicant Network Users are required to acquire digital certificate(s) from trusted certificate authorities in order to be able to submit a completed Network User Registration Form.

The RBP Operator confirms in writing whether the Applicant's submitted Network User Registration Form was completed and signed in a formally correct way. The RBP Operator shall notify the Applicant in case of any omission or inaccuracy in its submitted Form within one working day.

By successful registration, a Network User Membership Agreement is established between the Applicant Network User and RBP for the use of the RBP Application, in compliance with the provisions of these Capacity Booking Rules and the relevant laws. RBP is not responsible for the Network User Member's approval by the TSO Member. The TSO Member approval process to enable the Network User Member to carry out transactions on the TSO Member's network points takes place according to the corresponding TSO Member's terms and conditions for capacity allocation and gas transportation in accordance with the relevant national laws and applicable EU Regulations. If the TSO Member calls for a verification of credentials or a credit assessment, the TSO Member shall inform the Network User Member about the needed documents.

5.2. Network User Registration

The steps of the registration are as follows:

- i. Applicant Network Users shall submit their registration to the RBP Operator. The Network User Registration Form can be found on the RBP Portal (<https://rbp.eu>).
- ii. Incomplete or incorrectly filled-in form shall be automatically refused.
- iii.

- iv. Applicant Network Users shall submit the duly signed Network User Membership Agreement in 2 (two) copies. RBP Operator shall duly countersign and send back one of the copies to the Applicant Network User, upon which the Applicant Network User becomes Network User Member. The Network User Membership Agreement can be found on RBP Portal (<https://rbp.eu>).

RBP Operator's address is:

1. Postal address: FGSZ Zrt., Hungary 8600, Siófok, Tanácsház u. 5.
Attention: RBP Operation
 2. E-mail address: rbp@fgsz.hu
- v. The RBP Operator shall verify and confirm or return for correction or refuse the application by close of business of the next working day upon receipt of the filled-in form. The RBP Operator shall always confirm in a written notice the validated/refused applications to the Applicant Network User. An Applicant Network User shall become Network User Member upon the confirmation of the receipt of the fully completed and duly signed Registration Form and Network User Membership Agreement by the RBP Operator.
- vi. The Network User Member accepts these Capacity Booking Rules as integral part of the Network User Membership Agreement and the privacy policy of the RBP Application.
- vii. The RBP Operator shall publish the name of the Network User Members on the RBP Portal.
- viii. The RBP Operator shall inform TSO Member(s) operating the relevant network point(s) about a Network User Member's successful registration to RBP. Network User Members' participation on any auction depends solely on the respective TSO Member's approval.

5.3. TSO Registration

The RBP Operator and the TSO Member(s) shall conclude the following agreements:

- a. TSO Membership Agreement – between Applicant TSO(s) and the RBP Operator. The TSO Membership Agreement and its Annexes detail the operational, technical and financial terms and conditions of RBP access. RBP Operator shall provide the draft TSO Membership Agreement upon written request of the interested TSO(s).
- b. Cooperation Agreement (optional) – between adjacent TSOs intending to allocate bundled or unbundled, firm or interruptible capacities via the RBP at their joint interconnection point. The RBP Operator can provide a sample Cooperation Agreement upon request. The RBP Operator may refuse the application of the adjacent TSOs in case of material deviation from the sample Cooperation Agreement that may harm the operation of the RBP in any way.

The RBP Operator shall publish the name of the TSO Members on the RBP Portal.

6. Accessing the RBP Application

The access of the RBP Application is based on digital certificate issued by a trusted provider. All TSO Members and Network User Members are responsible for the procurement and maintenance of their electronic certificates and all TSO Members and Network User Members bear universal responsibility for the activity of the persons acting on their behalf.

6.1. Types of Access

Types of RBP Application access are the following:

- i. RBP application administrator role: allocated to the RBP Operator, with the right to create and manage (start, pause, close and cancel) auctions, (read and write rights).
- ii. TSO administrator role: allocated to TSO Members, with the right to set up and follow capacity auctions and access static content relevant to the TSO Member on RBP (read and write rights).
- iii. TSO controller role: allocated to TSO Members, with the right to set up Network User Members' financial limits (read and write rights) and follow capacity auctions and access static content relevant to the TSO Member on RBP (read only rights).
- iv. Network User bidder role: allocated to registered Network Users, with the right to participate in capacity auctions and access static content relevant to the Network User Member on RBP (read and write rights).
- v. Network User controller role: allocated to registered Network Users, with the right to follow capacity auctions, where another representative of the Network User is a bidder, and access static content relevant to the Network User Member on RBP (read only rights).

Public information on the RBP Portal is accessible without certificate.

Upon accession the RBP Operator shall grant the requested rights to the representatives of the Network User. Applicant Network User or Network User Member has to complete the corresponding sheet on the online Network User Membership Registration Form.

Upon accession the RBP Operator shall grant the requested rights to the representatives of the TSO Members. Applicant TSOs or TSO Members have to complete the TSO Membership Registration Form.

Members shall notify immediately the RBP Operator of any change to the list of their authorised representatives. Network User Members and TSO Members shall bear all responsibility of late notification of such changes of representatives.

6.2. Authentication and Event Logging

All natural persons representing the RBP Operator, a TSO Member or a Network User Member are identified through personal electronic certificate. All actions carried out on RBP by any of the above mentioned parties are logged and stored.

The usage of the personal electronic certificate(s) falls under the sole responsibility of the respective TSO Member or Network User Member. TSO Members and Network User Members shall keep their certificates safe from any unauthorized access.

In case of any loss or abuse of any of its electronic certificates, TSO Member or Network User Member shall immediately notify the RBP Operator about such event. The RBP Operator shall suspend the access rights of the relevant personal electronic certificate(s) immediately after receiving such request from the TSO Member or Network User Member.

The RBP Operator shall not be responsible for any damages arising out of the late notification of loss or abuse of personal electronic certificate(s).

Based on the request of the relevant TSO Member(s) or Network User Member(s) in case of dispute or regulatory control, the RBP Operator shall reconstruct the RBP Application's event log at any given time from any given user's point of view either as a written log or as a graphic display.

7. Technical Conditions of Accessing RBP

7.1. Certificate-based Access

The RBP can be accessed by using a certificate for electronic identification, issued by an authenticated digital certification provider company. The data of the certificate shall be sent by the Network User Member and the TSO Member to the RBP Operator via the TSO Registration Form and the Network User Registration Form, as appropriate. The above mentioned registration forms shall be accepted by the RBP Operator, and they will be accepted only if contentual and formal requirements of the manual on the Use of Digital Certificates of the Regional Booking Platform (accessible on the RBP Portal) are complied with.

7.2. IT Requirements for TSO Members and Network User Members

Hardware and software configuration requirements on the TSO Members' and Network User Member's part:

- i. disposal of an up-to-date computer operation system,
- ii. pdf reader,
- iii. a common and up-to-date web browser (i.e. Internet Explorer, Chrome or Firefox),
- iv. latest available plugin of Adobe Flash Player for the web browser applied,
- v. broadband Internet connection,
- vi. 1280*1024 screen resolution (recommended).

7.3. Upgrade of the Applied Technologies and Maintenance

The RBP Operator reserves the right to upgrade and maintain its applied hardware and software technologies. The RBP Operator shall notify 15 days prior to the changes of the applied hardware and software technologies and about the consequences affecting TSO Members' and Network User Members' RBP access and usage.

8. Conditions of Accessing TSO Members' Natural Gas Transmission Network

Terms and conditions of accessing a TSO Member's natural gas transmission network are governed by the national regulation of the relevant TSO Member.

8.1. Concluding Transactions on RBP

RBP enables TSO Members to validate Network User Members to conclude commercial transactions in case these comply with the TSO Member's eligibility criteria. Network User Members that do not comply with the national regulation of the given TSO Member shall not participate in capacity auctions, secondary capacity and CMP transactions. A Network User Member's compliance with the relevant TSO Member's national regulation shall solely be assessed and validated by the relevant TSO Member. Relevant national regulations are published by the TSO Member on the TSO Member's website (e.g. but not exclusively: network code, general terms and conditions, network usage sample contracts etc.). The provision and accessibility of such documents is the sole responsibility of the TSO Member.

8.2. Network User Capacity Auction Validation by TSO Members

TSO Member(s) shall allow Network Users' participation in its capacity auctions in case the Network Users fulfil the criteria of the relevant TSO Member.

8.2.1. Validation of Network User Members

TSO Members shall verify and validate whether Network User Members are eligible network users on the TSO Member's network according to the relevant national regulation of the TSO Member. Only such verified and successfully validated Network User Members shall be entitled to participate in capacity auctions.

8.2.2. Setting the Financial Limit

- i. TSO Members shall set a financial limit according to the national regulations relevant to the TSO Member, up to which the Network User is allowed to make bids. The financial limit shall be applied to all bids that were submitted to simultaneously running capacity auctions.
- ii. In case of an ascending clock auction, the monetary value belonging to the Network User Member's highest bid shall be locked and deducted from the financial limit. In case of a uniform price auction, the monetary value belonging to the sum of the bids of a Network User Member shall be locked and deducted from the financial limit. Shall the monetary value to be locked surpass the Network User's granted financial limit the given bid shall be automatically refused by the RBP Application.
- iii. The TSO Member shall establish a separate financial limit for each and every Network User Member in the RBP Application. Both the TSO Member and the Network User Member can transparently follow the evolution of the financial limit on the RBP Application, including the status and of locking and unlocking. Unlocking shall be carried out according to the TSO Member's financial limit policy.
- iv. TSO Members are able to define the proportion to be locked per capacity product. The TSO Member shall disclose the locking proportions per capacity product, which shall be set up in

the RBP Application by the RBP Operator. The RBP Operator shall without undue delay modify the locking proportions upon the written request of the TSO Member.

9. Capacity Allocation Process

9.1. Setting Up the Auction Calendar

In case of bundled capacity products, TSO Members shall agree upon the capacity products (network point and duration) and the relevant auction dates for the capacity products they want to allocate via the RBP. This agreement (Auction Calendar) shall be communicated to the RBP Operator in a timely manner.

In case of unbundled capacity products the TSO Member communicates the auction calendar defined by the relevant TSO Member's national regulation to the RBP Operator in a timely manner.

After the TSO Member(s) submitted the Auction Calendar, the RBP Operator enables the editing of the auction parameters for the TSO Member(s) following the procedure in Article 4.

9.2. Steps of the Auction Process

The Regional Booking Platform enables TSO Members to set up electronic capacity auctions online following the steps below. Auctions in RBP have different statuses according to the current stage of the auction (setup) process:

- Scheduled
- Setting
- Set
- Active
- PitStop
- Closed
- Cancelled

9.2.1. Scheduled

The 'Scheduled' status shall mean an auction that was created by the RBP Operator based on the request of the TSO Member or agreement of the TSO Members (bundled capacity products). Scheduling is undertaken by the RBP Operator according to Article 4. The RBP Operator shall create all auctions submitted by the TSO Members without undue delay. TSO Members and Network User Members can view 'Scheduled' auctions in the RBP Application and are published on the RBP Portal as well. A 'Scheduled' auction only contains the date of the auction and the capacity product to be auctioned but does not contain any information with regard to offered capacity, reserve price and financial limits related to Network User Members, and it does not constitute a binding offer by the TSO Member(s).

9.2.2. Setting

The 'Setting' status shall mean an auction created by the RBP Operator that was already edited by at least one TSO Member or both TSO Members (in case of bundled capacities), but the data upload by the TSO Member(s) are incomplete or the auction has not yet passed the first editing deadline. TSO Members shall be obliged to provide the following data for each individual capacity auction:

- Available capacity at the given network point,
- Reserve price (applicable tariff set by the national regulator),
- Large price step and the small price step (in case of ascending clock auction).

The above parameters can be edited by the TSO Member(s) according to Article 4. point 5/c (first editing deadline).

Upon the expiry of the first editing deadline, the RBP Operator notifies the Network Users on behalf of the TSO Member(s) via the RBP Portal about the offered capacity, the reserve price and the small and large price steps in case of ascending clock auctions.

In case of bundled capacities, the following processes are carried out:

- a. matching the capacity available for bundling uploaded by the TSO Members. If there is a difference between the uploaded data, the RBP Operator shall apply the lesser rule,
- b. matching the large and small price step data uploaded by the TSO Members. If there is a difference between the uploaded data, the RBP Operator shall apply the lesser rule to the large price step.

Capacity auctions being in the 'Setting' status do not constitute a binding offer by the TSO Member(s).

Auctions being in the 'Setting' status are displayed both in the RBP Application and on the RBP Portal.

9.2.3. Set

Capacity auction referring to either bundled or unbundled capacities become 'Set' after the expiry of the first editing deadline.

The RBP Operator shall publish the parameters of a 'Set' auction on RBP Portal and send a digitally signed confirmation to the TSO Member(s) regarding the parameters of the auction. After an auction has become 'Set,' the following data cannot be modified by the TSO Member(s):

- Available capacity at the given network point,
- Reserve price (applicable tariff set by the national regulator),
- Large price step and small price step (in case of ascending clock auction).

Out of the parameters of a 'Set' auction, only the number of the Network User Members eligible to participate may be modified according to Article 4. point 5/d (second editing deadline). After the second editing deadline is passed, none of the above parameters are editable. TSO Member(s) and Network User Members shall be notified about the final auction parameters by the RBP Operator.

Capacity auctions being in the 'Set' status constitute an offer by the TSO Member(s).

Auctions being in the 'Set' status are displayed both in the RBP Application and on the RBP Portal.

9.2.4. Active

An auction is 'Active' when an auction round is open and Network User Members may place bids.

Upon the closure of an auction round being 'Active', the last saved bid of the Network User Member constitute a binding bid, which cannot be modified or withdrawn after the closure of the relevant auction round.

Auctions being in the 'Active' status are displayed both in the RBP Application and on the RBP Portal.

9.2.5. PitStop

A multi-round (ascending clock) auction is in 'PitStop' phase if the first time undersell did not occur in the relevant bidding round. Network User Members may not place, modify or withdraw bids in this status.

Auctions being in the 'PitStop' status are displayed both in the RBP Application and on the RBP Portal.

9.2.6. Closed

An auction is 'Closed'

- a) with a valid result when, pursuant to the allocation methodology in Article 13 or Article 14, a capacity allocation procedure was completed and capacity was allocated according to the results of the relevant capacity auction, or
- b) with an invalid, null and void result, when another auction starts for a part of the same service period:
 - i. the annual capacity auction for the gas year is protracted until the auction for the first quarterly capacity product within the relevant gas year would be published, or
 - ii. a quarterly capacity auction for a quarter is protracted until the auction for the first monthly capacity product with a service period within the relevant quarter would be published, or
 - iii. a monthly capacity auction is protracted until the auction for the first daily capacity product with a service period within the relevant month would be published.

At the end of the relevant capacity auction, the RBP Application displays the 'Closed' status, which information is available for the relevant TSO Member(s) and Network User Members. The Auction Result Confirmation contains the exact date of the auction closure.

Upon the closure of an auction round being 'Active', the last saved bid of the Network User Member constitute a binding bid, which cannot be modified or withdrawn after the closure of the relevant auction round. In case of capacity auctions closed with a valid result, a Network User's last saved bid constitutes a binding bid, which cannot be modified or withdrawn.

Auctions being in the 'Closed' status are displayed both in the RBP Application and on the RBP Portal.

9.2.7. Cancelled

A capacity auction becomes 'Cancelled' if the RBP Operator cancels the auction between its official publication deadline ('Set' status) and its closure ('Closed' status) on the RBP Portal upon the written request of the relevant TSO Member(s).

This status is published also in the case the RBP' auction services are not available. If the cause affects the publication services of RBP as well, the 'Cancelled' status will be published immediately after the end of cause.

Capacity auctions set up with 0 capacity value by the TSO Member shall also be published with the 'Cancelled' status and 0 offered capacity value.

All data and bids uploaded into a 'Cancelled' auction shall be considered null and void for both the TSO Member(s) and Network User Member(s) and shall not produce any legal effect.

Auctions being in the 'Cancelled' status are displayed both in the RBP Application and on the RBP Portal.

10. Bidding Rules for Primary Capacity Allocation

Network User Members can place bids at the given auction in the following way:

- i. Network User Members may bid manually in RBP's graphic interface (<https://rbp.eu/APP>) by selecting the required capacity product and filling in the appropriate fields and finally saving the bid(s) when the auction status is 'Active.'
- ii. Network User Members may bid in excel file using the corresponding excel upload function.
- iii. Network User Members may bid via server-server connection. Such bidding is also possible using digital certificates by the person authorised to represent the relevant Network User Member. Bids uploaded via server-server connection also constitute binding bids and have the legal effect as described in Article 12. vii) of the present Capacity Booking Rules.
- iv. A manually entered bid may be saved only if all required fields are filled in and the monetary value of the bid to be locked is within the Network User Member's financial limit. Incomplete or unsaved bids are technically refused by the RBP Application and such bids do not participate in the relevant capacity auction. Incomplete or unsaved bids are refused by the RBP Application; such bids do not participate in the given capacity auction.
- v. Bids uploaded in excel format or via server-server connection are automatically saved given that these pass the formal and financial limit validations of the RBP Application. If a bid uploaded these ways have a formal error or the monetary value to be locked is higher than the available financial limit of the given Network User Member, bids submitted in a batch will all be refused by the RBP Application.
- vi. Network User Members have the possibility to place bids, to withdraw them and to make corrections on the bids within the time frame of the auction round via their registered Network Users bidders (users with read and write rights).

- vii. Network User Members may enter quantity bids expressed in kWh/h or kWh/day to each large and small price step as pre-defined by TSO Members. A bid quantity must be a non-negative integer number.
- viii. Shall the small price step phase occur in an ascending clock auction after a first time undersell, the Network User Members' range of the bids for the small price step phase is limited by the quantities entered by the Network User Members for the large price steps defining the range of the small price steps.
- ix. In case of uniform price auctions, Network User Members may enter quantity bids expressed in kWh/h or kWh/day, while the price element of a bid means the auction premium on top of the reserve price, expressed as a percentage (%) of the reserve price.
- x. Network User Members may bid with multiple representatives on multiple auctions in RBP at the same time.
- xi. Network User Members may also bid on one specific auction with multiple representatives. Such bids shall be taken into account collectively per Network User Member according to the relevant auction algorithm.
- xii. Network User Members shall not be allowed to enter an ascending clock auction as a new participant after the first round of it has been closed.
- xiii. Network User Members' bid(s) become legally binding if a valid bid is saved at the time of the closure of each 'Active' auction round in case of an ascending clock auction and at the time of the closure of the auction in both ascending clock and uniform price auctions with a valid result. After such saving and closure of the 'Active' auction rounds that of the auctions there is no more possibility to make modifications or withdraw the bids.
- xiv. Network User Members shall be allowed to bid for capacities of one or more network points within the frame of the financial limit(s) set by the TSO Member(s). Network User Member's last valid bid at the closing of any 'Active' auction round is considered as an irrevocable bid to reserve the relevant capacity product. Network User Members acknowledge that valid bids are considered to be irrevocable offers to book capacity on the relevant capacity auction, via RBP.
- xv. Network usage contracts between a TSO Member and a Network User Member are subject to national regulations. By participating in a capacity auction on the Regional Booking Platform, Network User Member acknowledges the full knowledge and acceptance of the relevant national regulations of TSO Member applicable for capacity booking.
- xvi. Network User Members may see the aggregated sum of all Network User Members' bids (total capacity units requested) only after the 'Active' auction round (in case of ascending clock auction) or the auction (ascending clock and uniform price auction) has been closed.

- xvii. Large and small price steps are pre-defined by the TSO Members and may not be edited by Network User Members.
- xviii. Large and small price steps are expressed in percentage (%), which means the auction premium on top of the reserve price (100%) the Network User Member is committed to pay for the given price step.
- xix. In case of unbundled capacity products, the payable clearing unit price (CUP) by the Network User shall be the sum of the reserve price plus the product of the reserve price and the auction premium (if any).
- If the price element of a bid by the Network User Member is X, defined by the small or large price steps in case of ascending clock auctions and by the Network User Member's bid itself in case of uniform price auctions, and
 - If reserve price is A, then:
$$\text{CUP} = A + A \cdot X$$
Network User Members shall pay a clearing unit price of $A + A \cdot X$ for the relevant TSO Member operating the relevant network point.
- xx. In case of bundled capacity products, the payable clearing unit price (CUP) by the Network User shall be the sum of the reserve prices plus the product of the reserve price and the auction premia (if any).
- If the price element of a bid by the Network User Member is X, defined by the small or large price steps in case of ascending clock auctions and by the Network User Member's bid itself in case of uniform price auctions, and
 - If reserve prices are A + B, then:
$$\text{CUP} = A + A \cdot X + B + B \cdot X$$
Reserve price A and B may be expressed by TSO Members in two different currencies.

11. Allocation of Capacity Products

11.1. Capacity Products Offered by RBP

11.1.1. Standard Capacity Products (bundled or unbundled / firm or interruptible)

- Yearly standard capacity product,
- Quarterly standard capacity product,
- Monthly standard capacity product,
- Daily standard capacity product,
- Within-day standard capacity product.

11.1.2. Non-standard Capacity Products (bundled or unbundled / firm or interruptible)

- Capacity product with freely definable duration,

- Capacity product with non-standard quality (related to firmness, interruptibility or other usage condition),
- Bundled products resulting in more than 2 network usage contracts (multi-bundled / route capacity product).

11.1.3. Incremental Capacity Products (bundled or unbundled / firm or interruptible)

- Parallel offer levels for standard incremental capacity products,
- Parallel offer levels for non-standard incremental capacity products,
- Standard Open Season Capacity Product (with or without built-in bidding conditions),
- Non-standard Open Season Capacity Product (with or without built-in bidding conditions).

11.2. Applied Capacity Unit

The capacity offered shall be expressed in energy units per unit of time. The following units shall be used for the capacities allocated according to the present Capacity Booking Rules: kWh/h or kWh/day based on gross calorific value (GCV) with 25°C/0°C reference conditions.

11.3. General Rules of Capacity Allocation

- i. Capacity products are allocated on the RBP Application compliant to CAM NC procedures as a default.
- ii. Annual yearly, annual quarterly, rolling quarterly and rolling monthly capacity products are allocated on the Regional Booking Platform by ascending clock auction process.
- iii. Day-ahead and within-a-day capacity products are allocated on Regional Booking Platform by uniform price auction process.
- iv. Ascending clock and uniform price auctions shall also be held on weekends, public and banking holidays, unless otherwise regulated in the European Union or national regulation relevant to the TSO Member.
- v. TSO Members shall be responsible for the timely calculation and upload of their available capacities, applicable tariffs and large and small price steps for capacity auctions.
- vi. The RBP Operator shall be obliged to refuse the participation of Network User Members in a capacity auction, which were not validated and approved by the relevant TSO Members prior to the relevant capacity auction.
- vii. The RBP Operator is obliged to refuse bids of Network User Members that would result in an exposure greater than the financial limit of the Network User Members set by the relevant TSO Members.

12. General Rules of Capacity Booking

- i. TSO Members acknowledge that uploading capacity products onto the RBP Application, without any further act by the TSO Member, shall be considered as an irrevocable and binding offer to sell such products via RBP Application through the relevant auction

process to the Network User Members that submit successful bid(s). The fact of such uploading of the capacity product is indicated by the 'Set' status of an auction.

- ii. By uploading the capacity products onto RBP Application TSO Member acknowledges:
 - a) That in case of bundled capacities, the capacity product offered by the TSO Member will undergo a bundling procedure, during which the original capacity product of the TSO Member loses its original stand-alone (unbundled) feature and will be linked to the corresponding product of the adjacent TSO Member during the capacity auction. The 'Set' status indicates that the capacity bundling has taken place;
 - b) the content of the Auction Result Confirmation;
 - c) That all relevant contractual terms and conditions (other than the ones described in the Auction Result Confirmation) to be applied by the TSO member and Network User Member are subject to the TSO Member's national regulation, according to the TSO Member's relevant and publicly disclosed contractual rules.
- iii. It is the TSO Member's sole responsibility to inform Network User Members about the contractual terms and conditions in advance. All responsibility regarding losses and disputes resulting from the failure of the fulfilment of such obligation shall be carried by the relevant TSO Member(s). Except for FGSZ Ltd.'s capacity auctions in Hungary, the RBP Operator shall not be responsible for any damage and claims arising from such non-compliance of the TSO Member(s).
- iv. Network User Members shall be aware of the contractual terms and conditions of the relevant TSO Member, whose product(s) the Network User is intended to bid for, before the start of the auction procedure. By entering the auction procedures on the Regional Booking Platform, Network User Members declare to acknowledge and accept the contractual terms and conditions of the relevant TSO Members. Such contractual terms and conditions are available on the website of the TSO Member in due time before the auction procedure starts.
- v. Network User Members acknowledge and accept that their placed bids may be modified and withdrawn within an open auction round indicated with the 'Active' status.
- vi. Network User Members acknowledge and accept that their successfully submitted and saved bid(s) become binding and irrevocable after the closure of the relevant auction round.
- vii. Successful bid(s) shall result in allocation by the relevant TSO Member(s) according to the result of the relevant auction (validated by the Auction Result Confirmation).
- viii. The allocation results of the auction shall be confirmed via an automatic system message confirmation (Auction Result Confirmation) to each participant of the auction and the relevant TSO(s), right after the auction is closed. The result of the auction itself substantiates a binding commitment of the TSO Member to offer and the successfully bidding Network User Members to book the allocated capacity

- ix. The RBP Operator's system message confirmation (Auction Result Confirmation) is validated by the digital signature of the RBP Operator, which ensures that the capacity allocated through the system message confirmation is authentic, valid and free from any unauthorised influence.
- x. The Auction Confirmation message sent by the RBP Operator to the Network User Members and TSO Member(s) shall contain the following data:
- Network User Member's identification data,
 - TSO Member's identification data,
 - Auction identification,
 - Auction start date,
 - Auction closed date,
 - Description of the network point (name, EIC, flow direction, the network point's nomination identification),
 - Description of the capacity product (service duration, quality, instrument, reserve price, offered capacity),
 - Data of the bid(s) (identification, timestamp, bid quantity, auction premium),
 - Data of the capacity allocated to the Network User Member (allocated quantity, reserve price, capacity fee, auction fee, clearing price, clearing unit price, clearing fee),
 - The data of the concerned balancing groups, in case the TSO Member applies balancing groups (balancing group IDs, the capacity allocated to the balancing groups),
- xi.
- xii. The RBP Application ensures the identification of the electronic capacity allocation messages by using a unique identification number for each transaction.
- xiii. An archive containing a copy of all electronic capacity allocations is stored on the RBP Application servers. The RBP Operator guarantees the safe storage of the electronic capacity allocation messages, which means protection against any unauthorised access, illegal attack or any modification of the electronically signed documents. The RBP Operator warrants that the electronic capacity allocation messages are authentic, and comply with the result of the auctions. The RBP Operator ensures that the electronic capacity allocation messages are available for the relevant TSO Member and Network User Members for at least 10 years.
- xiv. Aggregated information on the auction results shall be published to the market on the RBP Portal.
- xv. According to the 1348/2014/EU (REMIT IR) decree the RBP Operator is obliged to provide the transaction of data generated on RBP to the database operated by Acer at the request of the Network User after the signing of the Data reporting agreement as referred to in paragraph 1 of Article 6 of the REMIT IR.

13. Ascending Clock Auction Algorithm

- i. Ascending Clock auctions shall enable Network User Members to place volume bids against escalating prices announced in consecutive bidding rounds, starting at the Reserve Price P0.
- ii. The first bidding round, with an associated price equal to the Reserve Price P0, shall have a duration of 3 hours. Subsequent Bidding Rounds shall have a duration of 1 hour. There shall be a period of 1 hour between Bidding Rounds.
- iii. A bid shall specify:
 - a) the identity of the network user applying;
 - b) the concerned entry/exit point and direction of the flow;
 - c) the capacity product for which the capacity is applied for;
 - d) per price-step, the amount of capacity for the respective capacity;
 - e) product applied for;
 - f) the data regarding the balancing groups, in case the TSO Member applies balancing groups.
- iv. A bid shall be considered valid and legally binding if it is submitted by a Network User Member and complies with all provisions of this Article.
- v. In order for Network User Members to participate in an auction, it shall be mandatory to place a volume bid in the first bidding round. Bids may be submitted in excel file or via server-server connection.
- vi. Via the RBP Application, TSO Members shall provide Network User Members with the option to enter early bids against any large price step.
- vii. Once the relevant bidding round closes, no modification, withdrawal or variation to valid bids shall be accepted, as valid bids shall be considered irrevocable from this point on. RBP application, as a closed system, ensures all the TSO Members and Network User Members about the exclusion of the possibility of any alteration. All valid bids are considered to be binding commitments of a Network User Member to book capacity to the amount requested per announced price, provided the clearing price of the auction is that announced in at the closing of the relevant bidding round.
- viii. The volume bid in any bidding round per Network User Member shall be equal or smaller to the capacity offered in a specific auction. The volume bid per Network User Member 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 paragraph xvi applies.
- ix. Bids may be freely entered, modified and withdrawn during a Bidding Round, providing all bids comply with paragraph viii. Valid bids shall remain valid until modified or withdrawn within the Bidding Round.
- x. A large price step and a small price step shall be defined per entry/exit point and per capacity product and published in advance of the relevant auction. The small price step

shall be set such that an increase by an integer number of small price steps is equal to an increase by a large price step.

- xi. The determination of the large price step shall seek to minimise, as far as reasonably possible, the length of the auction process. The determination of the small price step shall seek to minimise, as far as reasonably possible, the level of unsold capacity where the auction closes at a price higher than the reserve price.
- xii. If the aggregate demand across all Network User Members is less than or equal to the capacity offered at the end of the first bidding round, the auction shall close.
- xiii. If the aggregate demand across all Network User Members is greater than the capacity offered at the end of the first bidding round or a subsequent bidding round, a further bidding round shall be opened with a price equal to the price in the previous bidding round, plus the large price step.
- xiv. If the aggregate demand across all Network User Members is equal to the capacity offered at the end of the second bidding round or a subsequent bidding round, the auction shall close.
- xv. If a first time undersell occurs, a price reduction shall take place and a further bidding round shall be opened. 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 shall then be opened until the aggregate demand across all Network User Members is less than or equal to the capacity offered, at which point the auction shall close.
- xvi. The volume bid per Network User Member in the first bidding round where small price steps are applied shall be equal to or less than the volume bid placed by this Network User Member in the bidding round which preceded the first-time undersell. The volume bid per Network User Member 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 Member during the bidding round in which the first-time undersell occurred.
- xvii. If the aggregate demand across all Network User Members 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 shall close. The clearing price shall be the price that led to the first time undersell and the successful bids shall be those submitted during the original bidding round in which the first time undersell occurred.
- xviii. After each bidding round, the demand of all Network User Members in a specific auction shall be published as soon as reasonably possible in an aggregated form.
- xix. The price announced for the last bidding round in which the auction closes shall be considered as the clearing price of the specific auction, except cases where paragraph xvii applies.

- xx. All Network User Members who have placed valid volume bids at the clearing price are allocated the capacity according to their volume bids at the clearing price. Successful Network User Members shall pay the clearing price of the specific auction, and any other possible charges applicable at the time when the capacity allocated to them can be used.
- xxi. Following every closed auction, the final auction result including the aggregation of allocated capacities and the clearing price shall be published. Successful Network User Members shall be confirmed about the amount of capacities they are allocated via automatic system message. Individual information shall be communicated only to concerned parties.
- xxii. 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 shall close and no capacity shall be allocated. The capacity shall be offered in the next relevant auction.
- xxiii. Bids placed on an auction, which was closed out of any above reason of failure do not have any legally binding effect on the Parties after closure of the auction.
- xxiv. Automatic checks ensure that Network Users cannot place invalid bids in any ascending clock auction taking place in the Regional Booking Platform.
- xxv. Bids uploaded to the RBP Application but not saved do not have legally binding effect and do not participate in the relevant capacity auction. Bids uploaded via excel file or server-server connection are legally binding and are to be considered saved if these successfully pass the relevant automatic checks.

14. Uniform Price Auction Algorithm

- i. In a uniform price auction, there is a single bidding round in which the Network User Member bids price as well as quantity.
- ii. During the bidding round of a given auction, Network User Members may submit up to 10 bids. Each bid shall be treated independently from other bids. After the closure of the bidding round, remaining bids may not be amended or withdrawn. Bids may be submitted in excel file or via server-server connection.
- iii. A bid shall specify:
 - a) the identity of the Network User Member applying;
 - b) the concerned entry/exit point and direction of the flow;
 - c) the capacity product for which the capacity is applied for;
 - d) the amount of capacity for the respective capacity product applied for;

- e) the minimum amount of capacity for the respective standard capacity product which the Network User Member is willing to be allocated according to the relevant algorithm in case the Network User Member is not allocated the amount requested in accordance with point (d). If the Network User Member does not specify the minimum amount, it shall be considered as the acceptance of any amount between the bid amount of capacity and 0;
 - f) the bid prices, which shall not be less than the reserve price applicable for the relevant capacity product, which the Network User Member is willing to pay in respect of the capacity applied for;
 - g) the data concerning the balancing group, in case the TSO Member applies balancing groups.
- iv. The RBP Application shall rank all bids relating to a given capacity product according to their bid price, the highest price ranking first.
 - v. All remaining bids at bidding round closing time shall be considered as binding on those Network User Members that are allocated at least the minimum amount of capacity requested in accordance with point (e) of paragraph iii.
 - vi. Following the ranking of the bids in accordance with paragraph iv, and subject to paragraphs vii to x, capacity shall be allocated to the bids in function of their price ranking. All bids for which capacity is allocated shall be considered as successful. After the allocation of capacity, the remaining unallocated capacity shall be reduced by such quantity.
 - vii. Following the application of paragraph vi and subject to paragraph ix, where the amount of capacity bid for by a Network User Member exceeds the remaining unallocated capacity (after capacity has been allocated to network users placing higher bids), this Network User Member shall be allocated capacity equal to the remaining unallocated capacity.
 - viii. Following the application of paragraph vii and subject to paragraph ix, 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 shall be allocated pro rata to the amounts applied for in each such bid.
 - ix. Where the amount to be allocated in respect of a bid pursuant to paragraph vi, vii or viii is less than the minimum amount of capacity according to paragraph iii(e), the bid shall be disregarded and become null and void, and a revised allocation shall be made between remaining equal price bid(s) under paragraph viii, or (as the case may be) an allocation shall be made in respect of the next priced bid, pursuant to paragraph vi.

- x. Where the remaining amount to be allocated in respect of any bid pursuant to paragraphs vi, vii, viii or ix is equal to zero no further capacity shall be allocated to the remaining bids. Those bids shall be considered unsuccessful.
- xi. The clearing price shall be 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 shall be equal to the reserve price. Successful Network User Members shall pay the clearing price of the specific auction, and any other possible charges applicable at the time when the capacity allocated to them can be used.
- xii. Automatic checks ensure that Network Users cannot place invalid bids in any uniform price auction taking place in the Regional Booking Platform.
- xiii. Bids uploaded to the RBP Application but not saved do not have legally binding effect and do not participate in the relevant capacity auction. Bids uploaded via excel file or server-server connection are legally binding and are to be considered saved if these successfully pass the relevant automatic checks.

15. Bilateral Capacity Trade (transfer of usage rights)

- i. Network User Members have the right to conclude bilateral capacity transactions on RBP, if the relevant service is provided by the respective TSO(s).
- ii. In case of bilateral capacity transaction, the usage rights of the concerned capacity are transferred between the Network User Members.
- iii. Only the disposing Network User Member may initiate the bilateral capacity transaction.
- iv. Uploaded bilateral capacity offers may be withdrawn by the disposing Network User Member until the acceptance by the receiving Network User Member.
- v. Automated checks by the TSO Member(s) ensure that the disposing Network User Member has the corresponding amount of capacity and the receiving Network User Member is entitled to receive and use the capacity in the given TSO Member's network.
- vi. In case of bilateral capacity transactions of bundled capacities, both of the concerned TSO Members' check and approval is required to validate the transfer of usage rights.
- vii. Network User Members may announce bilateral capacity transactions manually or via server-server connection.
- viii. Network User Members shall define the following in a bilateral capacity transaction:
 - a. the concerned network point,
 - b. the flow direction,
 - c. parameters of the capacity quality,
 - d. the receiving Network User Member,
 - e. the starting gas day and gas hour and ending gas day of the bilateral capacity transaction,

- f. the hourly quantity,
- g. the validity period of the offer.
- ix. Following the checks of the TSO Member(s), the bilateral capacity transaction becomes effective upon the receiving Network User Member's confirmation of the acceptance of the bilateral capacity offer.

16. Capacity Surrender

- i. Network User Members have the right to surrender their contracted capacities and offer them for the TSO Members for reallocation on RBP.
- ii. Network User Members cannot surrender daily or shorter duration capacity products.
- iii. Network User Members shall define the following in a capacity surrender:
 - a. the concerned network point,
 - b. the concerned transmission system operator (zone),
 - c. the type of the capacity product,
 - d. the start date (beginning of the chosen gas day) and end date (end of the chosen gas day) of the capacity surrender,
 - e. the hourly quantity.
- iv. The capacity offered for surrendering by the Network User Member is transmitted to the TSO Member for processing purposes during the capacity surrender.