



# **Capacity Booking Platform Regulation**

*Operational Rules of the Regional Booking Platform*

**Version 1.5.**

**Applicable from 1 May 2018**

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## Preamble

The Regional Booking Platform (hereinafter: RBP), as Capacity Booking Platform is an electronic capacity trading platform 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 Operational Rules of the Regional Booking Platform as Capacity Booking Platform Regulation (hereinafter Operational 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 contracting, and describes the capacity products and the framework of the financial guarantees regarding the Network User Members. Annex I. of the Operational Rules (Network User Membership Agreement) contains the rights and obligations of the contracting parties.

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

TSO Members and Network User Members will be notified of eventual amendments to the Operational Rules via publication on the RBP Portal.

## 1. Definitions

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 Operational Rules, including Annex I.

**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.

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

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

**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).

**Auction fee** – shall mean the amount of the allocated capacity multiplied by the auction unit price.

**Auction premium** – in case of ascending clock auctions, it shall mean the price step belonging to the bidding round that is regarded as the final outcome of the auction. In case of uniform price auction, it shall mean the lowest offered price accepted in the auction.

**Auction premium basis** – generally it shall mean the auction reserve price. If the basis of the auction premium is not the reserve price, the TSO has the opportunity to define the auction premium basis as a separate parameter.

**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 establishment of a contractual relationship between the Network User Member(s) and TSO Member(s).

**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.

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

**Bundled capacity** – shall mean a standard capacity product offered on a firm basis, which consists of corresponding entry and exit capacity at both sides of the relevant interconnection point. For the sake of clarity, TSO Members may voluntarily decide to allocate interruptible capacity in a bundled manner.

**Buyback order book** – shall mean the anonymous list of capacity buyback offers submitted by the Network User Members during the capacity buyback procedure.

**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.

**Clearing fee** – shall mean the sum, which is the product of the clearing unit price and the capacity quantity of the successful bid.

**Clearing price** – shall mean the price according to the final result of the capacity auction that consists of the reserve price 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.

**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.

**Competing capacities** – shall mean capacities in respect of which an available capacity offered in an auction cannot be allocated without the withdrawal in part or in full of an available capacity offered in another auction.

**First editing (publishing) deadline** – shall mean the deadline specific to each capacity product at which the RBP Operator automatically publishes the basic parameters of the relevant capacity

product as uploaded by the TSO to the RBP Application. The first editing (publishing) deadline regarding certain capacity types is defined in Article 4.

**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.

**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.

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

**Network User Member** – a legal or natural person registered on RBP for the purpose of booking, transferring and contracting capacities allocated on the RBP and using other offered services.

**Pro rata allocation** – shall mean an allocation procedure in which the Network User Member may submit a quantity bid in a single bidding round and all Network User Members, whom capacity is allocated to, pay the reserve price.

**Regional Booking Platform (RBP)** – shall mean the electronic capacity trading platform which is a capacity booking platform complying with Law No. XL of 2008 on Natural Gas Supply and 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 Operator (RBP Operator)** – shall mean the legal person operating the Regional Booking Platform, i.e. FGSZ Ltd.

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

**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.

**Reserve price** – shall mean the lowest price acceptable in the auction on the basis of the national regulation on the TSO Member

**Second editing deadline** – shall mean the deadline until which a TSO Member shall establish the relevant parameters of the capacity product and the Network User Member(s)' eligibility to participate in the capacity auction. The second editing deadline regarding certain capacity types is defined in Article 4.

**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.

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

**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.

**User** – shall mean the natural person who has access right to the RBP Application required by the Network User Member or the TSO Member.

## **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**

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

- a. signing Membership Agreements with TSO Applicants or Network User Applicants, whereby they become TSO Members 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 Operational 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,

### **2.3. Legal Framework**

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

In addition to the provisions of CAM NC, the legal framework of the RBP operation in Hungary is regulated by Law No. XL of 2008 on Natural Gas Supply, Government Decree No. 19 of 2009, Ministerial Decree No. 74 of 2009 of the Ministry of Transport, Communications and Energy and Regulation No. 1 of 2013 of the Hungarian Energy and Public Utility Regulatory Authority.

The RBP Operator shall not be held liable for any damage arising from TSO Members' or Network User Members' legal incompliance as well as incompliance with the present Operational Rules.



## 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 the interruptible capacity is to be bundled).

In case of bundled capacity auctions, where there are two TSOs on two sides of an entry/exit point, RBP applies the “one auction – two contracts” model. Each Auction Result Confirmation of successful auctions shall automatically result in two separate network usage contracts per Network User member: one between the Network User Member and the upstream TSO Member and the other between the Network User Member and the downstream TSO Member. These two separate network usage contracts are legally related and interdependent: The existence of one contract is a prerequisite for the existence of the other one, and vice versa.

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. In this case, one auction may result in more than two contracts.

## 2.5. Language of Operation and Communication

The official language of RBP is English and Hungarian.

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, this is possible following the development and change request protocol of the TSO Membership Agreement.

The Hungarian version of the Operational Rules shall be approved by the Hungarian Energy and Public Utility Authority. Regarding TSO Members with a registered seat outside of Hungary, the English version of the Operational Rules published by the RBP Operator shall be applicable.

## 2.6. Customer Service

The RBP Operator provides a 24/7 helpdesk to its registered TSO Members and Network User Members available on the telephone number and email address published on the RBP Portal.

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 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**

Bundled and Unbundled Capacity Allocation Mechanisms for Standard Capacity Products

#### **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 bundled auctions in the form of firm or interruptible capacity.

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 as well.

#### **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.

#### **3.4. Bilateral Capacity Trade (transfer of usage rights)**

RBP offers the possibility to trade allocated capacities on a bilateral (over-the-counter) basis, detailed in Article 15.

#### **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, detailed in Article 16.

### **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, detailed in Article 17.

### **3.8. Auction regarding competing capacity product**

RBP offers the possibility to auctions of competing capacity products in accordance with the agreement of the TSO Members'.

### **3.9. Comfort Bidding**

RBP offers the possibility to Network User Members to upload bids for future ascending clock, uniform price and pro rata capacity allocation procedures as pre-defined by the Network User Member.

### **3.10. REMIT Data Services**

The RBP Operator as a Registered Reporting Mechanism (RRM) approved by ACER offers the possibility to TSO Members and Network User Members to download their primary and secondary capacity transactions in the required xml format accepted by the ARIS database of ACER and report it through their own approved RRM or via the RBP Operator as an approved RRM. Network User Members are required to sign Annex II. of the Operational Rules in order to be able to use the REMIT Data Services.

### **3.11. Data Exchange**

RBP offers the possibility to TSO Members and Network User Members to connect to RBP via the following methods:

- Interactive data exchange (https protocol)
  - Graphic user interface
  - Excel upload / download
- Integrated data exchange (https / SOAP protocol)
  - Between RBP and the TSO Member's or the RBP and the Network User Member's IT system (server-server connection),
  - Additional alternative submission channel as fall-back.
- Document-based data exchange (AS/4 protocol)
  - Between RBP and the TSO Member's or RBP and the Network User Member's IT system (server-server connection).

### **3.12. Urgent Market Messages**

RBP offers the possibility to publish Urgent Market Messages. Such messages can be published by the RBP Operator or the TSO Members.

### **3.13. 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 and Contracting 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	Starting registration 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	Creating Auctions	RBP Operator	Immediately after the provision of the Auction Calendar	Online on RBP Application
5/a	First editing (publishing) deadline	TSO Members	In case of <b>yearly capacities</b> : 1 month before the auction starts In case of <b>quarterly capacities</b> : 2 weeks before the auction starts In case of <b>monthly capacities</b> : 1 week before the auction starts In case of <b>daily capacities</b> : 80 minutes before the start of the auction In case of <b>within-day capacities</b> : 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	Second editing deadline	TSO Members	In case of <b>yearly capacities</b> : 65 minutes before the start of the auction In case of <b>quarterly capacities</b> : 65 minutes before the start of the auction In case of <b>monthly capacities</b> : 65 minutes before the start of the auction In case of <b>daily capacities</b> : 40 minutes before the start of the auction In case of <b>within-day capacities</b> : 6 minutes before the start of the auction	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	Establishing contractual relationship	Between TSO Members and Network User Members	Upon the closure of the auction via the Auction Result Confirmation	Online on RBP Application
7/b	Contract management	TSO Members and Network User Members	According to the internal rules of the TSO Members / Network User Members	

Deadlines defined in the table are published only for informative purposes; they may be modified according to the agreement between the TSO Members and the RBP Operator, of which the Network User Members will be informed separately on 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, while the Network User Membership Agreement contains the rights and obligations of the Network User Members.

The RBP 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 Operational Rules.

The secure area of RBP can be accessed using electronic certificates issued by a 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 are trusted providers, Applicant Network Users are required to acquire electronic certificate(s) from trusted providers in order to be able to submit a complete the Network User Registration Form.

The RBP Operator confirms 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. The Registration shall become effective based on the legally effective signature and submission of the Network User Registration Form, after the written confirmation of the RBP Operator. The RBP Operator is not verifying whether an Applicant Network User or a registered Network User Member is eligible to book capacities in any network point accessible via the Regional Booking Platform. Such verification shall be carried out solely by the relevant TSO Member(s).

### 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. 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. The Network User Membership Agreement can be found on RBP Portal (<https://rbp.eu>).
- iv. 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](mailto:rbp@fgsz.hu)

- v. The RBP Operator shall verify and confirm in written form 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 RBP Operator shall publish the name of the Network User Members on the RBP Portal.
- vii. The RBP Operator shall inform TSO Member(s) operating the relevant network point(s) about a Network User Member's accession to RBP. Network User Members' participation on any auction depends solely on the respective TSO Member's approval.

### 5.3. TSO Registration

- i. The RBP Operator and the TSO Member(s) shall conclude the TSO Membership Agreement. 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).
- ii. On optional basis, TSO Members may conclude the Cooperation Agreement that shall mean an agreement on the allocation via RBP, of bundled or unbundled, firm or interruptible capacities at the TSO Members' joint interconnection point. Upon request, the RBP Operator may provide a sample Cooperation Agreement to the TSO Members.
- iii. 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 electronic 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 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, cancel) auctions, (read and write rights).
- ii. TSO administrator role: allocated to TSO Members, with the right to set up, parameterize 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 settle the financial limit for the Network User Members (read and write rights), follow capacity auctions and access static content relevant to the TSO Member on RBP (read only rights).
- iv. Network User administrator role: allocated to registered Network User Member, with the right to participate in capacity auctions and access static content relevant to the Network User Member on RBP. They are also responsible for the Network User Member's User administration, and Network User management. (read and write, plus administrator rights)
- v. Network User bidder role: allocated to registered Network User Members, with the right to participate in capacity auctions and access static content relevant to the Network User Member on RBP (read and write rights).
- vi. 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 access 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 a trusted provider. 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 content and formal requirements of the manual on the Use of Electronic 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 and maintenance of the Applied Technologies**

The RBP Operator reserves the right to upgrade 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. The RBP Operator is entitled to perform maintenance on the RBP Application, during which the access to the RBP Application may be partially or completely restricted. The RBP Operator shall minimize the time necessary for carrying out maintenance. The RBP Operator is not liable for any damages caused by the partial or complete unavailability of the RBP Application during maintenance.

## **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 and terms and conditions 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 and terms and conditions shall solely be assessed and validated by the relevant TSO Member. Relevant national regulations shall be 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 and terms and conditions 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. In case of a pro rata allocation, the monetary value of the bid shall be 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 lockings 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.

### 8.2.3. Setting the Capacity Limit

- i. TSO Members may optionally set a capacity limit according to the national regulations based on CAM NC Article 2(6), relevant to each capacity auction, up to which each Network User is allowed to submit bids in the relevant auction. The financial limit shall be applied to all bids that were submitted to simultaneously running capacity auctions.

## 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 rules to the RBP Operator in a timely manner.

After the TSO Member(s) submitted the Auction Calendar, the RBP Operator shall publish it on the RBP Portal. After creating the auctions in accordance with Article 4, the RBP Operator enables the editing of the auction parameters for the TSO Member(s).

### 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
- Evaluation (incremental capacity auctions)

#### 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 in accordance with 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 (publishing) 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) until the deadlines defined in Subarticle 5/a of Article 4 (first editing (publishing) deadline) or as agreed between the TSO Member and the RBP Operator, taking into account a minimum technical lead time.

Upon the expiry of the first editing (publishing) deadline, the RBP Operator notifies the Network Users on behalf of the TSO Member(s) via the RBP Portal and via email 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, and the difference of the uploaded capacity amounts is offered automatically as unbundled capacity in a separate auction on the RBP Application.
- b) matching the large and small price step data uploaded by the TSO Members.
  - i. In case of capacity auctions where price steps are expressed as a percentage, if there is a difference between the uploaded data, the RBP Operator shall apply the lesser rule to the large price step.
  - ii. In case of capacity auctions where price steps are expressed as an absolute amount, the RBP Operator shall apply the sum of the price steps uploaded by the TSO Members.

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 (publishing) deadline.

The RBP Operator shall publish the parameters of a 'Set' auction on RBP Portal and create a digitally signed confirmation to the TSO Member(s) regarding the parameters of the auction only after the last saved edition of the TSO Member before the relevant auction. After an auction has become 'Set,' the following data can be modified by the TSO Member(s) and are automatically re-published in the RBP Application and on the RBP Portal:

- 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),
- Network User Members eligible to participate.

TSO Member(s) and Network User Members shall be notified about the final auction parameters by the RBP Operator via publication on the RBP Portal and email. In case of amending data during the 'Set' status, the TSO Member may optionally notify the public via Urgent Market Message.

Capacity auctions being in the 'Set' status constitute an offer by the TSO Member(s) after the last saved edition of the TSO Member, unless the auction is cancelled.

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 and email notification is sent as well.

#### **9.2.6. Closed**

An auction is 'Closed'

- a) with a valid result when, pursuant to the allocation methodology in Article 13, Article 14 or Article 20 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 given gas year is protracted until creating the auction for the first quarterly capacity product within the relevant gas year would start, or
  - ii. a quarterly capacity auction for a quarter is protracted until creating auction for the first monthly capacity product with a service period within the relevant quarter would start, or
  - iii. a monthly capacity auction is protracted until creating the auction for the first daily capacity product with a service period within the relevant month would start.

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 and also distributed via email.

#### **9.2.7. Cancelled**

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

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

Capacity auctions set up by the TSO Members with 0 capacity quantity during or before the 'Set' status are published as 'Cancelled' and with 0 offered capacity. TSO Members may also cancel a running capacity auction. In such cases the TSO Members may publish an Urgent Market Message to inform the stakeholders.

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.

#### **9.2.8. Evaluation**

The status of an incremental capacity auction becomes 'Evaluation' when the concerned auctions is closed but it is not yet evaluated (approved or rejected unanimously) by the relevant TSOs.

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

## **9. 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 electronic 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 Operational Rules.
- iv. Network User Members may place bids using the 'Comfort Bidding' function by defining the appropriate comfort product and its validity, and giving the required capacity and price parameters before the auction is in the 'Active' status.
- v. A manually entered bid may be saved only if all required fields are filled in, the monetary value of the bid to be locked is within the Network User Member's financial limit and the volume of the capacity required complies with the volume rules described in Article 13 of the present Operational Rules. 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.
- vi. Bids uploaded in excel format or via server-server connection are automatically saved given that these pass the formal, financial limit validations of the RBP Application and the volume of the capacity required complies with the volume rules described in Article 13 of the present Operational Rules. 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.
- vii. 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 User bidders or Network User administrators (users with read and write rights).
- viii. In case of ascending clock auctions, 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.
- ix. 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.
- x. In case of uniform price auctions, Network User Members may enter quantity bids expressed in kWh/h or kWh/day. The price element of a bid means the auction premium on top of the reserve price.

- xi. In case of pro rata allocation, Network User Members may enter quantity bids expressed in kWh/h or kWh/day.
- xii. Network User Members may bid with multiple representatives on multiple auctions in RBP at the same time.
- xiii. 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.
- xiv. 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.
- xv. 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 case of ascending clock and uniform price auctions and pro rata allocations 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.
- xvi. 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, which, without any further action by the Network User Member, shall establish valid network usage contract with the relevant TSO Members offering capacity products to be allocated via RBP.
- xvii. Network usage contracts between a TSO Member and a Network User Member are subject to national regulations and the TSO Member's terms and conditions. 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 and the terms and conditions of TSO Member applicable for capacity booking.
- xviii. 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.
- xix. Large and small price steps are pre-defined by the TSO Members and may not be edited by Network User Members.
- xx. Large and small price steps are expressed in percentage or in absolute terms, which means the auction premium on top of the reserve price the Network User Member is committed to pay for the given price step.



xxi. In case of unbundled capacity, the payable clearing unit price (CUP) by the Network User shall be:

a. the sum of the reserve price and the reserve price multiplied by the auction premium (if any) when the auction premium is expressed in percentage.

- 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:  
$$\text{CUP} = A + A * X$$

Network User Members shall pay the fee calculated from the clearing unit price of  $A + A * X$  for the relevant TSO Member operating the relevant network point.

b. the sum of the reserve price and the auction premium (if any) when the auction premium is expressed in absolute terms.

- 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:  
$$\text{CUP} = A + X$$

Network User Members shall pay the fee calculated from the clearing unit price of  $A + X$  for the relevant TSO Member operating the relevant network point.

xxii. In case of bundled capacity, the payable clearing unit price (CUP) by the Network User shall be:

a. the sum of the reserve prices and the reserve price multiplied by the auction premium (if any) when the auction premium is expressed in percentage.

- 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 and B, then:  
$$\text{CUP} = A + A * X + B + B * X$$

Reserve prices A and B may be expressed by TSO Members in two different currencies.

Network User Member shall pay  $A + A * X$  fee calculated from the clearing unit price to one TSO Member whereas  $B + B * X$  to the other TSO Member operating the relevant network point.

b. the sum of the reserve price and the auction premium (if any) when the auction premium is expressed in absolute terms.

- 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 the sum of reserve prices A and B defined by the TSO Members, then:  
$$CUP = (A + B) + X$$

The reserve prices shall be expressed by the TSO Members in the same currency in accordance with their agreement. The currency is defined on the basis of the actual daily closing exchange rate published by the European Central Bank.

Network User Member shall pay  $A+X \cdot a$  a clearing unit price to the TSO Member operating the relevant network point whereas  $B+B \cdot X$  to the other TSO Member operating the other relevant network point. Parameters a and b reflect the split ratio of the two TSO Members' auction premium that shall be the ratio of the reserve prices or the fifty-fifty split ratio.

## 10. Allocation of Capacity Products

### 11.1. Capacity Products Offered by RBP

#### 11.1.1. Standard Capacity Products (allocated in a bundled or unbundled way or as bundled or unbundled capacity product / 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 (allocated in a bundled or unbundled way or as bundled or unbundled capacity product / firm or interruptible)

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

#### 11.1.3. Incremental Capacity Products (allocated in a bundled or unbundled way or as bundled or unbundled capacity product / 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 Operational Rules: gross calorific value (GCV)-based kWh/h or kWh/day with 25°C/0°C reference conditions.

## 11.3. General Rules of Capacity Allocation

- i. Capacity products are allocated and contracted 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 and pro rata allocation shall also be held on weekends, public and banking holidays, unless otherwise regulated in the EU legislation or in the national regulation relevant to the TSO Member.
- v. TSO Members shall be responsible for the timely 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 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 Concluding Contracts

- 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) at the end of the relevant capacity auction. 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 and approves that the TSO Member's contractual conditions of its future network usage contracts to be concluded via RBP Application through the relevant auction procedure are the following:
  - a) 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. The 'Set' status indicates that the capacity bundling has taken place;
- b) the content of the Auction Result Confirmation;
  - c) 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 relevant and publicly disclosed contractual rules.
  - d) a bundled capacity auction results in 2 (two) contracts for the Network User Member; one with each of the TSO Members jointly offering capacity.
- iii. TSO Members shall publish on their website the relevant terms and conditions referring to the relevant auction procedure resulting in network usage contracts (other than those stipulated in the Auction Result Confirmation). 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, to be applied for the network usage contracts concluded via auction procedures of the RBP Application.
  - 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 valid network usage contract(s) with the relevant TSO Member(s) according to the result of the relevant auction (validated by the Auction Result Confirmation) and the available terms and conditions of the relevant TSO Member(s).
  - 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; right after the auction is closed. The result of the auction itself substantiates valid network usage contracts with successfully bidding Network User Members. The Auction Result

Confirmation generated in electronic way and electronic form shall be part of the network usage contract

- ix. The RBP Operator's system message confirmation (Auction Result Confirmation) contains all the important information of the network usage contracts that are essential for the contractual parties to be aware of, i.e. the contractual terms and conditions. The said system message confirmation is validated by the digital signature of the RBP Operator, which ensures that the Parties' network usage contracts confirmed in the system message confirmation are 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, as contracting Party,
  - TSO Member's identification data, as contracting Party,
  - 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, product type, quality, direction, standard, capacity type),
  - 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 premium base, auction premium, auction unit price, 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),
  - Reference to the fact that other contractual terms and conditions are applicable according to the TSO Member's relevant national regulation and terms and conditions.
- xi. TSO and Network User Members acknowledge, agree and accept the fact that the above system message (Auction Result Confirmation) resulting from capacity auctions conducted on the Regional Booking Platform are authentic electronic network usage contracts that are valid without any further act.
- xii. Capacity products allocated as bundled capacities are interdependent on each other. TSO Members shall cooperate and communicate about contractual performance during the legal effect of the linked network usage contracts. The minimum principle is that interdependent network usage contracts between the upstream TSO Member and Network User Member and between the downstream TSO Member and Network User Member shall be harmonized under the relevant national regulations as follows:

- a) The interdependent network usage contracts enter into force simultaneously by the Auction Result Confirmation of the relevant capacity auction;
  - b) Interdependent network usage contracts, as part of a bundled capacity booking shall not be separated from each other and can only be transferred to third Parties jointly, preserving the referred bundled form of the capacities, where only quantitative break-up is possible. Network User shall be obliged by TSO Members to enter into a secondary capacity transaction that guarantees the above condition;
  - c) Special data exchange shall be ensured between TSO Members with the agreement of Network User Members in order to perform the special interacting conditions of the bundled network usage contracts. To achieve this, Network User Member shall be obliged to accept data management and transfer on the status of the interdependent network usage contracts, especially on their validity, contractual performance, secondary capacity trade and termination, which shall have a direct effect on the existence and modification of the other part of the bundled capacity.
  - d) The consequences of breaching interdependent bundled network usage contracts shall be harmonised.
- xiii. Network Users are entitled to request paper-based copies of the network usage contracts including all relevant attachments and appendices from the relevant TSO Member(s). The issuance of the paper-based copies by TSO Member(s) does not affect the validity of the electronic network usage contracts. Contractual data and details thereof shall not be different from the conditions set in the RBP Auction Result Confirmation.
- xiv. The RBP Application ensures the identification of the electronic contracts by using a unique identification number for each transaction.
- xv. An archive containing a copy of all electronic contracts is stored on the RBP Application. The RBP Operator guarantees the safe storage of the electronic contracts, which means protection against any unauthorised access, illegal attack or any modification of the electronically signed documents. The RBP Operator warrants that the electronic contracts are authentic, and comply with the result of the auctions and the network usage contracts of the related TSO Members. The RBP Operator ensures that the electronic contracts are available for the relevant TSO Member and Network User Members for at least 10 years.
- xvi. Aggregated information on the auction results shall be published on the RBP Portal.
- xvii. According to the 1348/2014/EU (REMIT IR) decree the RBP Operator keeps the transaction of data generated on RBP available for the Network User Members as well as the TSO Members on the basis of a separate agreement and forwards it to the database operated by ACER at the request of the Network User after the conclusion 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 and the preceding bidding round.
- 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, and nor it concludes any network usage contracts.
- 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.
- xxvi. In case of yearly ascending clock auctions, the TSOs have the possibility to upload the yearly unbundled capacity limits according to CAM NC Article 19(5).

## **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 does not set a minimum amount of capacity, it is interpreted by the system as the Network User accepts any amount of capacity.
  - f) the bid prices which shall mean the reserve price expressed in percentage or in absolute terms, shall not be less than the reserve price applicable for the relevant capacity product and 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.
- xiv. On request of Network User Members the RBP Operator shall automatically roll over their unsuccessful bids submitted during a daily auction to the first within-day auction.

## **15. Bilateral Capacity Trade**

- i. Network User Members have the right to conclude bilateral capacity transactions on RBP.
- 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.

## 17. Capacity Buy-back Auction

- i. According to the Article 2.2.2 of Annex No. I of the CMP, capacity buy-back shall mean that TSO Members buy back the previously offered and sold firm capacities from Network Users Members.
- ii. Capacity buy-back takes place on RBP in the form of capacity auction, the duration of which can be set up by the relevant TSO Member. The auction starts automatically at the time of the auction has been created.
- iii. TSO Members shall define the following in a capacity buy-back:

- a) amount and unit of the capacity to be bought back;
  - b) network point and flow direction;
  - c) type of capacity product;
  - d) start time and duration of the buy-back auction;
  - e) reserve price of the capacity to be bought back;
  - f) maximum acceptable buy-back price of the capacity to be bought back;
  - g) Network User Members participating in the auction.
- iv. Network User Members offer their capacities in one round for the TSO Members in the form of bids submitted in a buy-back auction.
- v. A Network User Member shall submit maximum one bid in the bidding round of a given buy-back auction. After the end of the bidding round bids cannot be amended or withdrawn. Bids shall be uploaded in the RBP Application via graphic user interface or via server-server connection.
- vi. In the Network User's bid the following shall be defined:
- a) the concerned entry/exit point and flow direction;
  - b) the capacity product for which the capacity is applied for;
  - c) the amount of capacity offered to buy-back;
  - d) the buy-back price expressed as a percentage of the reserve price (on top of the bid price) that cannot exceed the maximum price of the concerned capacity product. Bids with bid prices exceeding the maximum price cannot be accepted.
- vii. During the bidding round of the buy-back auction, the anonymous order book consisting of the Network User Members' submitted offers with quantity and price are displayed to all Network User Members and TSO Members who are participating in the auction.
- viii. The RBP shall rank all bids submitted for the certain capacity products according to their bid price, the lowest ranking first.
- ix. All remaining bids at bidding round closing time shall be considered as binding on those Network Users who submitted those bids.
- x. Following the ranking of the bids in accordance with paragraph viii, and subject to paragraphs xi to xiii, the amount bought back shall be determined to the bids in function of their price ranking.
- xi. After application of paragraph x, if the amount in the bid of a Network User Member exceeds the amount requested by the TSO Member (after the capacity allocation of the Network Users offering the lowest price), the capacity sold by the Network User concerned corresponds with the capacity requested by the TSO Member (mandatory partial performance).

- xii. If the same bid price has been defined in two or more bids, and in these bids the total amount of the capacity offered exceeds the amount requested by the TSO Member, the amount bought back shall be defined according to the timestamp of the bid, i.e. earlier submitted bids shall be ranked higher in order to increase price competition.
- xiii. Where the amount to be bought back and to be allocated in respect of a bid pursuant to paragraphs x., xi., xii., is equal to zero, no further capacity shall be allocated to the remaining bids. Those bids shall be considered unsuccessful.
- xiv. Network User Members are requested to pay the fee increased by an amount expressed as a percentage of the reserve price as indicated in their bid besides the reserve price belonging to the auction concerned.
- xv. Automated checks ensure that Network User Members do not submit invalid bids during buy-back auctions on RBP after the auction starts.
- xvi. Bids uploaded manually on the bidding interface of the RBP Application but not saved are not considered as binding and as such, do not create capacity buy-back obligation for the TSO Member. Bids submitted via server-server connection are considered binding and saved bids, if they have passed all of the relevant checks.

## 18. Competing Capacity Auctions

- i) At the request of the TSO Member, the RBP Operator shall match network points regarding the competing capacity products.
- ii) TSO Members have the opportunity to participate in the setup of competing capacity auctions in 1:n configuration. Against the TSO on side 1, n numbers of TSO Members or network points may participate in the setup of the capacity product on the other side.
- iii) After the setup of the capacity product on side 1 and side n, at the first editing (publishing) deadline the RBP Application automatically matches the capacity products on side 1 and side n in case of bundled capacity products, for which competing capacity products had been created.
- iv) Competing capacity products shall be allocated via ascending clock auctions in case of yearly, quarterly, monthly capacity products and via uniform price auctions in case of daily and within-day capacity products.
- v) In order to perform competing capacity auctions:
  - a) during the evaluation of ascending clock competing auctions, internal restrictions are imposed on capacities to be allocated in the given auction round.
  - b) during the evaluation of uniform price competing auctions, competition constraint is set regarding the capacities to be allocated.

## 19. Comfort Bidding

- i. The comfort bidding function is provided to the Network User Members as convenience service only and it does not replace the regular bidding function of RBP. It is the Network User Members' sole duty and responsibility to assess the risks and to bear all consequences without limitation related to the usage of Comfort Bidding function.
- ii. Comfort bidding shall enable Network User Members to submit bids to an ascending clock auction, uniform price auction or pro rata allocation before it is in the 'Active' status.
- iii. As a first step, Network User Members shall define the comfort product by giving the following parameters:
  - a. Network point
  - b. Direction
  - c. Capacity type
  - d. Zone(s)
  - e. Auction Algorithm
  - f. Product type
  - g. Capacity quality
  - h. Gas flow
  - i. Measure Unit
  - j. Comfort bid set validity (from-to)
- iv. Comfort products may be defined maximum one year before the relevant capacity allocation procedure takes place.
- v. Automated checks ensure that comfort products cannot be submitted with the exact same comfort product parameters and entire or partial validity period.
- vi. After creating the required comfort product, Network User Members may choose from the following activities:
  - a. Submit Comfort Bid: Network User Members may create a bid set for comfort product by giving capacity and tariff data based on the requirements of the auction algorithm. The RBP Application runs formal validations preventing formally invalid bids according to the relevant auction algorithm. Further validations (e.g. whether the Network User Member is entitled to participate in the relevant capacity allocation procedure or whether the financial limit is sufficient) take place at the beginning of the relevant capacity allocation procedure.
  - b. Copy: Network User Members may create comfort products faster and easier, by copying pre-filled parameter sets of the selected comfort product. By making

- a change (e.g. setting a different Network Point), the new set can be saved to create a new comfort product.
- c. Delete: Network User Members may delete comfort products.
  - d. Activate/Passivate: Network User Members may activate or passivate their Comfort Bid within the Comfort Bid's validity period.
- vii. As soon as the relevant auction becomes 'Active,' the RBP Application automatically places the comfort bid, if there is a running capacity allocation procedure matching the comfort bid's parameters as defined by the Network User Member. The RBP Application runs a business validation for each comfort bid, and Network User Members are receiving feedback about the acceptance or rejection of their comfort bids via e-mail. Comfort bids uploaded to the RBP Application but not saved, passivated, improperly set up or having expired validity do not participate in the relevant capacity allocation procedure.
- viii. After the start of the relevant capacity ascending clock auction, uniform price auction or pro rata allocation procedure, Network User Members may participate in the said capacity allocation procedures and submit, modify or withdraw bids through the existing bidding procedures (graphic user interface, excel upload, server-server connection).

## 20. Pro Rata Capacity Allocation

- i. Only unbundled capacity may be offered via the pro rata allocation algorithm.
- ii. In the pro rata capacity allocation, there is a single bidding round in which the Network User Member bids only one bid for the quantity.
- iii. The clearing price shall be always equal to the reserve price.
- iv. After the closure of the bidding round, the bid may not be amended or withdrawn. Bids may be submitted in excel file or via server-server connection as well.
- v. 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.
- vi. All valid bids at the closure of the bidding round shall be considered as binding on those Network User Members to which capacity is allocated.
- vii. In case of undersell, Network User Members shall be allocated the amount of capacity they bid for.



- viii. In case of oversubscription, the ratio of the capacity required by Network User Member and the total capacity required by all Network User Members shall be calculated by the RBP Application and the offered capacity shall be multiplied by this ratio respectively for each Network User Member. The resulting ratios may necessitate the rounding of the allocated capacities in order not to allocate capacity in excess of the offered capacity. The resulting capacity quantity shall be allocated to each Network User Member.
- ix. Automatic checks ensure that Network Users cannot place invalid bids in a pro rata allocation taking place on the RBP Application.
- x. Bids uploaded to the RBP Application but not saved do not have legally binding effect and do not participate in the relevant pro rata capacity allocation. 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.

## 21. Incremental Capacity Auctions

- i. Additionally to Article 13, the following data have to be specified in case of incremental capacity auctions:
  - a. The number of offer levels with the respective capacities and tariffs,
  - b. The number of gas years offered.
- ii. Incremental capacity auctions do not close automatically but enter into the 'Evaluation' status waiting for TSO action. In all cases, the involved TSOs have to decide unanimously on the outcome of the incremental capacity auctions by performing the following actions:
  - a. Approve the selected incremental capacity auction. In case of unanimous TSO approval, the status of the incremental capacity auction changes to 'Closed.'
  - b. Reject the selected incremental capacity auction. In case of unanimous TSO rejection, the status of the incremental capacity auction changes to 'Cancelled.'
  - c. Revoke the approval or rejection of incremental capacity auction if the adjacent TSO has not yet performed its action. In this case the
  - d. Once the involved TSOs performed the relevant action unanimously, it is not possible to change the status of the relevant incremental capacity auction.
- iii. Following the unanimous decision of the TSOs, the same auction result processes are performed as in the case of the ordinary capacity auctions. Additionally to the ordinary auction result confirmations, incremental capacity specific information is also contained in the incremental auction result confirmations.