



GSA PLATFORM RULES

2020

a GENERAL PROVISIONS

§ 1 Definitions

1.1 Terms and expressions used herein shall have the meaning provided below and further in the Rules. They are written with capital letter to underline that these are defined terms and expressions:

- 1.1.1 Organisation Administrator - Platform User with the authority to administer the data respectively for the TSO or Shipper on the principles identified in these Rules
- 1.1.2 **Activation** – a process aiming at creating an account for the Platform User on the GSA, within the profile of TSO or Shipper.
- 1.1.3 **Auction** – a procedure of the Capacity allocation conducted via GSA where registered Shippers may place their Offers for Capacity made available by TSOs thereunder.
- 1.1.4 **Clearing Price** – rate obtained as a result of the Auction being, in the case of an Auction conducted in accordance with algorithm of an ascending clock Auction, the sum of the reserve price in line with Network Code TAR (TAR NC), and an auction premium in line with Network Code TAR (TAR NC) bid during a given auction, and in case of the Auction conducted in accordance with algorithm of a uniform price Auction the price described in 10.8.15.
- 1.1.5 **Business Days** – in the case of the Auction means a period from Monday to Friday, excluding public holidays in accordance with the Auction Calendar published by the European Network of Transmission System Operators for Gas (ENTSOG); in the remaining cases it means a period from Monday to Friday, excluding public holidays set by the national law applicable to the registered seat of the TSO or GSA Operator.
- 1.1.6 **GSA Platform (GSA)** – an IT platform fixed on the GSA Operator's Internet server as a separated module in the domain www.gsaplatform.eu, including the collection of applications, static and dynamic documents with graphic files, scripts and other documents combined by mutual relations, used to order Capacities in the transmission system made available by TSO via the platform, on a primary and secondary market.
- 1.1.7 **EIC code (Energy Identification Coding Scheme)** – codes used on the European electricity and gas market to identify entities, Entry points or Exit points, as well as market areas in electronic information interchange.
- 1.1.8 **Civil Code** – the Civil Code of 23 April 1964 (Journal of Laws No. 2019.1145 as amended).
- 1.1.9 **Transmission Network Code (TNC)** – an official document, describing principles for access to the transmission system and service provision, applicable for the transmission system of a given TSO.
- 1.1.10 **Network Code CAM (CAM NC)** – Commission Regulation (EU) 2017/459 of 16 March 2017 establishing a network code on capacity allocation

mechanisms in gas transmission systems and repealing Regulation (EU) No 984/2013.

- 1.1.11 **Network Code TAR (TAR NC)** – Commission Regulation (EU) 2017/460 of 16 March 2017 establishing a network code on harmonised transmission tariff structures for gas.
- 1.1.12 **Observer** – Platform User who does not have the right to administer the data respectively of the TSO or the Shipper,
- 1.1.13 **Offer** – a request placed by the Shipper during the Auction, in the case of an ascending clock Auction and a uniform price Auction: for Capacity allocation made available by TSO in the Auction conducted on the GSA, in the case of Reversed uniform price Auction: for withdrawal of the Capacity allocated for this User to TSO.
- 1.1.14 **GSA Operator** – Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. being the operator of the GSA Platform
- 1.1.15 **Transmission System Operator (TSO)** – an energy company dealing with transmission of gaseous fuels, responsible for network operations in the gas transmission system, current and long-term operational safety of that system, the use, maintenance, overhauls and the necessary development of the transmission network, including its connections to other gas systems, that makes the Capacity of its transmission system available under Auctions on GSA Platform.
- 1.1.16 **Interoperating System Operator (ISO)** – a TSO except Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A.
- 1.1.17 **Capacity** – the maximum quantity of gaseous fuel expressed in energy unit per time unit, which may be delivered for transmission at a physical Entry point or off-taken from the transmission system at a physical Exit point.
- 1.1.18 **Bundled capacity** – standard Capacity product which consists of corresponding entry and exit Capacity at both sides of each Interconnection point.
- 1.1.19 **Entry point** – a contractual point of the delivery of gaseous fuel to the transmission system.
- 1.1.20 **Exit point** – a contractual point of the off-take of gaseous fuel from the transmission system.
- 1.1.21 **Rules** – these GSA Platform Rules, as published by GAZ-SYSTEM S.A.
- 1.1.22 **Registration** – a process aiming at creating a profile respectively for the TSO or Shipper and Platform Users accounts on the GSA Platform.
- 1.1.23 **Regulations for the processing of personal data** - the current Regulations for the provision of electronic services and the processing of personal data on the GSA Platform developed by the GSA Operator and published on the GSA Platform.

- 1.1.24 **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.
- 1.1.25 **Regulation 715/2009** – Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005.
- 1.1.26 **Platform User** – (i) a natural person that is respectively authorised by the Shipper to book Capacities on the GSA Platform and carry out other actual and legal activities in GSA on behalf of and for a Shipper, or (ii) a natural person that is respectively authorised by the TSO to carry out factual and legal activities in GSA on behalf of and for the TSO
- 1.1.27 **Shipper** – a transmission market participant being a natural or legal person, as well as unincorporated business unit that has legal capacity and has been registered in GSA Platform in accordance with these Rules, supplying gaseous fuels to the transmission system or receiving supply from that system.
- 1.1.28 **Incremental capacity** – a possible future increase via market-based procedures in technical Capacity or possible new Capacity created where none currently exists that may be offered based on investment in physical infrastructure or long-term Capacity optimisation and subsequently allocated subject to the positive outcome of an economic test, in the following cases:
- a) at existing Interconnection points;
 - b) by establishing a new Interconnection point or points;
 - c) as physical reverse flow capacity at an Interconnection point or points, which has not been offered before;
- 1.2 For the purposes of these Rules, the definitions in Article 2 of Regulation 715/2009, Article 3 of Network Code CAM (CAM NC), Article 3 of Network Code TAR (TAR NC) and Article 2 of Directive 2009/73/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in natural gas and repealing Directive 2003/55/EC shall apply.

§ 2 Scope of the application

- 2.1 These Rules define principles for the use of GSA by TSOs being bound by these Rules based on the agreement with the GSA Operator for the use of the GSA Platform (Service Agreement), Shippers and Platform Users.
- 2.2 All discrepancies and/or supplementary regulations enforced by TSO with regard to the scope hereof, e.g. in the TNC or other equivalent documents, are hereby explicitly excluded, unless the Rules provide otherwise, or it is explicitly authorised by the GSA Operator in the other way announced to the Shippers on the GSA Platform, subject to point 2.3.
- 2.3 Detailed rules of the processing of Platform Users personal data on the GSA Platform are laid down in the current Regulations for the processing of personal data prepared by the GSA Operator and published at the GSA Platform .

§ 3 Type and scope of services provided via GSA Platform

- 3.1 On the GSA Platform, GSA Operator shall provide its services (hereinafter referred to as "Services") which will enable to:
- 3.1.1 create and manage profiles of TSOs, Shippers and accounts of Platform Users;
 - 3.1.2 make available Capacity of Entry and Exit points and Interconnection points by the TSOs in the Auction procedure;
 - 3.1.3 purchase by the Shippers the Capacities of Entry and Exit points and Interconnection points under the primary market which are made available by TSOs;
 - 3.1.4 purchase or resale Capacities of Entry and Exit points and Interconnection points under the secondary market by the Shippers;
 - 3.1.5 surrender the allocated Capacity of Interconnection points by the Shippers;
 - 3.1.6 dispose the Capacity of Interconnection points by the Shippers under the buyback mechanism applied by the TSO through the reversed uniform price auction procedure;
 - 3.1.7 convert the owned Capacities of Interconnection points by the Shippers in the form of:
 - 3.1.7.1 exchanging of the interruptible Capacity into firm Capacity, or
 - 3.1.7.2 exchanging of the unbundled Capacity into bundled Capacity.
 - 3.1.8 conducting non-binding market demand assessments for the incremental capacity of points on the gas transmission system connections in accordance with CAM NC
- 3.2 GSA Platform serves as a Capacity booking and transaction platform on the primary and secondary Capacity markets for gas transmission systems. The GSA Operator publishes on the GSA only the information obtained from the relevant TSO's or Shipper's or within the scope of the GSA operational aspects. The GSA Operator shall not be liable for the content of the information obtained from the ISOs or Shippers, the rights to the Capacity made available in the Auction by the ISOs, or by the Shippers on the secondary market, and nor for offers and arrangements on transmission products of ISOs. The process of conclusion, realization, clearing, amendment or termination of the transmission contracts concluded between TSO and the Shipper, as well as between the Shippers within the secondary market, shall be held outside the GSA Platform, in accordance with the TNC of a given TSO or any other equivalent document.

§ 4 Use of GSA Platform

- 4.1 To seamless use of the GSA Platform, Internet access and one of the following browsers shall be necessary: Internet Explorer min. version 10, Mozilla Firefox min.

version 28, Google Chrome min. version 34 or any other browser with similar technical parameters

4.2 The condition to use GSA Platform on the terms described in these Rules is:

- (i) in case of the TSO successful Registration and Activation of the first Platform User
- (ii) in case of the the Shipper (applies to the functionalities described in § 2-4 of the Rules) successful Registration and Activation of the first Platform User and approval of the relevant TSO, issued in accordance with § 6 hereof.

4.3 Registration and Activation in GSA and relevant TSO's approval shall be subject to § 5 and § 6 hereof.

4.4 The Platform User of the relevant Shipper or shall accept the Rules and Regulations for the processing of personal data by marking a relevant field during the Registration process at GSA website available at www.gsaplatform.eu.

4.5 As a result of the successful Registration of the Shipper and Activation of its first Platform User, the Shipper and the GSA Operator shall execute an agreement on the use of platform on terms and conditions set out herein and in Regulations for the processing of personal data (hereinafter referred to as the "Agreement for the use of the GSA"). The Shippers and their Platform Users shall use GSA in accordance with the Agreement for the use of the GSA.

4.6 Within fourteen (14) days of the conclusion of an Agreement for the use of the GSA, the Shipper may withdraw therewith without reason by submitting a relevant notice in an electronic form. Upon the request of the GSA Operator, the Shipper shall submit the original of the notice. Having received the withdrawal notice, the GSA Operator shall liquidate the Shipper's profile and accounts of all its Platform Users. The Shipper shall not have the right to withdraw from the Agreement for the use of the GSA Platform if it has carried out any activity under GSA, i.e., in particular, placed any Offer under the Auction, after the successful Registration and Activation of his first Platform User.

4.7 The TSOs and Shippers shall have the right to have several active Platform Users in GSA.

4.8 The Shippers shall ensure that theirs Platform Users will comply with all rights and obligations under the Agreement for the use of the GSA.

4.9 The TSO shall ensure that its Platform Users will comply with all rights and obligations under these Rules and the Regulations for the processing of personal data.

4.10 The Shipper and its Platform Users shall not be charged for the use of GSA.

4.11 Material information for the Shippers is published at the GSA website. In case of unavailability of the GSA website this information is published at the ENTSOG Transparency Platform.

§ 5 Registration and Activation on the GSA

5.1 To create the profile (register) respectively the TSO or the Shipper on the GSA Platform, the following information shall be submitted to the GSA Operator, provided that the lack of information mentioned in points 5.1.4 and 5.1.7 – 5.1.9 shall not prevent the Registration process:

- 5.1.1 name (including abbreviated name) and address respectively of the TSO or Shipper (street, postal code, town, country);
- 5.1.2 EIC code,
- 5.1.3 currency and language of notification,
- 5.1.4 website address,
- 5.1.5 in case of the Shipper an additional identification code, if required by a given TSO,
- 5.1.6 in case of the Shipper a choice of a relevant TSO/TSOs whose Capacity the Shipper wants to purchase through the GSA,
- 5.1.7 in case of the Shipper a choice of a relevant TSO/TSOs if the Shipper wants to use the secondary market,
- 5.1.8 in case of the Shipper a choice of a relevant TSO/TSOs if the Shipper wants to have the possibility to take a part in the market demand assessment procedure within the Incremental capacity process in accordance with the Network Code CAM (CAM NC),
- 5.1.9 in case of the Shipper a choice of a relevant balancing group, in case of participation in any balancing group.

5.2 The TSO is entitled at any time to complete the information referred to in point 5.1.4

5.3 The Shipper is entitled at any time to complete the information referred to in points 5.1.4 and 5.1.7 – 5.1.9.

5.4 To enable the Activation the first Platform User, together with the data submitted according to point 5.1 above, it is necessary to:

- 5.4.1 provide the following information about the Platform User: login, surname, first name, telephone, e-mail address, preferred language and time zone,
- 5.4.2 accept these Rules by marking a relevant field during the Registration process at GSA website available at www.gsaplatform.eu,
- 5.4.3 accept the Regulations for the processing of personal data by marking a relevant field during the Activation process at GSA website available at www.gsaplatform.eu.

5.5 In addition to the abovementioned data, to complete the process enabling Activation of the first Platform User:

(i) of a given Shipper, it is also necessary to submit in an electronic form a scan of a signed power of attorney for the first Platform User authorize to conclude the Agreement for the use of the GSA on behalf of the Shipper and to data administration as an Organisation Administrator on the principles described in these Rules (the form of a power of attorney can be found in “Documents” bookmark at: www.gsaplatform.eu) and of a current extract from the relevant commercial register of a Shipper, obtained in accordance with the principles specified in the regulations of the country where the Shipper has its registered office and/or other relevant document that will certify the validity of the power of attorney. The documents should be sent by the Platform User on the following email address: aukcje@gsaplatform.eu.

(ii) of a given TSO, it is also necessary to submit in an electronic form a scan of a signed power of attorney for the first Platform User authorize to data administration as an Organisation Administrator on the principles described in these Rules (the form of a power of attorney can be found in “Documents” bookmark at: www.gsaplatform.eu) and of a current extract from the relevant commercial register of a OSP, obtained in accordance with the principles specified in the regulations of the country where the OSP has its registered office and/or other relevant document that will certify the validity of the power of attorney. The documents should be sent by the Platform User on the following email address: aukcje@gsaplatform.eu.

5.6 For a successful Registration respectively of the Shipper or TSO and Activation of the Platform User, the GSA Operator, within 3 (three) Business Days must confirm the accuracy and entirety of the documents submitted according to point 5.5. Upon the request of the GSA Operator, the Shipper shall submit the originals of the documents listed in point 5.5.

5.7 Registration respectively of the Shipper or TSO and Activation of its first Platform User is made upon the confirmation by the Operator GSA of the accuracy and completeness of the documents submitted in accordance with point 5.5, in case of the Shipper subject to the approval of the Shipper/Platform User by at least one TSO pursuant to § 6 hereof

5.8 As a result of the successful Registration respectively of the Shipper or TSO, the Platform User registering a relevant TSO or Shipper will receive from the GSA Operator an e-mail with a link, after which the Registration will be confirmed. After that as a result of the Activation respectively of the Shipper or TSO and its first Platform User on the GSA, respectively the TSO's or the Shipper's profile is created and an account for its first Platform User. The first Platform User on behalf of the relevant TSO or Shipper receives the role of the Organisation Administrator.

5.9 If more than one Platform User of the same respectively TSO or Shipper are willing to be Registered with GSA, each additional Platform User shall submit the information referred to in points 5.4.1 and should accept a documents indicated in point 5.4.2 – 5.4.3. Activation of the Platform User is made upon the its acceptance

by the Organisation Administrator within a given TSO or Shipper, and then activation by the GSA Operator, subject to the approval of the Platform User by at least one TSO pursuant to § 6 hereof.

- 5.10 An account shall be created for each Platform User with a unique login and e-mail address established in the domain of the relevant TSO or Shipper. The email address should enable the GSA Operator to easily identify the Platform User and connect him to the TSO or Shipper he represents, as appropriate.
- 5.11 The Platform User acting as the Organisation Administrator on behalf of the relevant respectively TSO or Shipper has a constant view of the list of Platform Users as part of the relevant respectively TSO or Shipper of their own organisation and has the ability to accept, block, delete accounts and assign the role of Administrator or Observer to activated Platform Users the relevant respectively TSO or Shipper.
- 5.12 In case of blocking (in accordance with point 24.2) or deactivation (in accordance with point 24.3) of a Platform User account with the privileges of the Organisation Administrator, the role of the Organisation Administrator may be assigned to the another Platform User after providing to the GSA Operator the original of the power of attorney to administer the data as the Administrator of the Organisation on the terms set out in these Rules posted on the GSA Platform website.
- 5.13 Each respectively TSO or Shipper may have only one profile on GSA Platform.
- 5.14 In order to verify the authenticity of the information provided during the Registration and Activation process, the GSA Operator may require, at any time, to submit a written version (original version) of any document indicated in § 5.
- 5.15 Given the need to ensure an adequate level of security of data processing by the GSA Platform, the GSA Operator reserves the right to reject the Activation of the Platform User's account, in the following cases:
 - 5.15.1 when the given contact e-mail address prevents identification (name) of the Platform User (e.g. office@..., contact@..., etc.),
 - 5.15.2 when there is a suspicion that the one Platform User's account is available for more than one Platform User,
 - 5.15.3 when the first Platform User acting as the Organisation Administrator of a relevant respectively TSO or Shipper does not accept an Activation of the Platform User of a relevant respectively TSO or Shipper.

§ 6 Shipper and Platform User approval by the TSO

- 6.1 After registration data are delivered via GSA to a relevant TSO, the Shipper and Platform User approval by a indicated TSO shall commence. The approval shall be subject to the TNC or another equivalent document of a relevant TSO. Upon request of the relevant TSO Platform User of the relevant Shipper electronically via

GSA shall receive the information about documents required for approval by the relevant TSO.

6.2 The GSA Operator shall not be responsible for the approval of the Shipper or Platform User by the relevant ISO. The same shall apply to the refusal or withdrawal of the approval.

6.3 The Shipper shall be immediately notified electronically via GSA of the relevant TSO approval results.

6.4 Points from 6.1 - 6.3 above shall apply respectively to the approval of the Shipper registered with GSA by other TSOs and to the approval of another new Platform Users.

6.5 Approval processes in order to use the functionalities of the GSA on the primary and secondary market, as well as market demand assessment procedure within the Incremental capacity process, by given Shipper shall be conducted in accordance with points 6.1 - 6.3 are independent of each other.

§ 7 TSO's / Shipper's data management on the GSA

7.1 The first Platform User of a given respectively TSO or Shipper acting as a Organisation Administrator shall have the right to manage the relevant respectively TSO's or Shipper's data on the GSA and shall immediately update the data to reflect changes, if any.

7.2 The right to manage the data on the GSA, upon request of an entitled Platform User acting on behalf of the relevant respectively TSO or Shipper, may be transferred to a different Platform User of the relevant respectively TSO or Shipper in according to the point 5.11.

7.3 The changes in GSA registration data shall be effective after the confirmation by the entitled Platform User or the GSA Operator.

7.4 The GSA Operator shall have only the right to publish on the GSA the data generated by the relevant respectively TSO or Shippers or Platform Users via GSA in the aggregated and anonymous form.

7.5 If the Agreement for the use of the GSA is terminated or otherwise will expire and cease to have effect to the binding parties, the GSA Operator shall immediately delete the data of a given Shipper and its Platform Users. If it is not possible to delete such data because of a legal data storage obligation, the data shall be stored to the end of the lawful data storage period.

§ 8 Platform Users personal data processing on the GSA

8.1 The GSA Operator, who is a controller for all Platform Users personal data processing on the GSA Platform within the meaning of the provisions contained in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of

personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) collect, store, use and processes the personal data of the Platform Users for activities related to the conclusion and performance of the Agreement for the use of the GSA and to ensure that obligations thereunder are fulfilled correctly.

8.2 All Platform Users personal data are processed in line with the Regulations for the processing of personal data indicated in point 2.3 hereof.

8.3 Subject to anonymity regulations, the GSA Operator may disclose the data of the Shipper and its Platform Users via GSA to the relevant TSOs provided that the disclosure of such data is necessary according to these Rules, in particular during the Registration of the Shipper or Activation of the Platform User process, for the deactivation of the Shipper or a Platform User, to describe the right to Capacity made available by TSO via GSA or Capacity purchased by a given Shipper as a result of the Auction.

b PROVISIONS REGARDING booking THE CAPACITY ON THE PRIMARY MARKET

§ 9 Available book forms

9.1 Capacities on the primary market may be booked via Auctions. Capacities shall be made available in accordance with the principles of equal treatment, nondiscrimination, and transparency.

9.2 The data of the Shippers and their Platform Users are not made available or visible for other Shippers/Platform Users. During the Auction, the Shipper is anonymous for other Shippers or their Platform Users.

9.3 The GSA Operator, as well as TSOs, have no access to the information about the Shipper's Offer during the Auction.

§ 10 General Auction terms and conditions

10.1 Unless the TNC or another equivalent document of TSO that makes Capacity available under the Auction provides otherwise, in order to conduct:

10.1.1 Auction of the yearly, quarterly and monthly Capacity products, in the meaning of the Network Code CAM (CAM NC), the algorithm of an ascending clock Auction with many bidding rounds, described in point 10.7, shall be applied.

10.1.2 Auction of the daily and within-day Capacity products, in the meaning of the Network Code CAM (CAM NC), the algorithm of a uniform price Auction with only one bidding round, described in point 10.8, shall be applied.

10.2 When Auction is conducted in a mode different than described in point 10.1, Shippers shall be informed in advance in an electronic form via the GSA.

- 10.3 The quantity of Capacities to be made available under the Auction shall be defined and published on the GSA by proper TSO on the dates specified in accordance with the Network Code CAM (CAM NC) and ENTSOG Auction Calendar, unless the TNC or another equivalent document of the TSO, making Capacity available in the Auction, provide otherwise.
- 10.4 Offers shall be submitted in the whole units (natural numbers).
- 10.5 To take part in the Auction, the Shipper shall be approved by the TSO/TSOs that made their Capacities available under a given Auction in accordance with § 6 hereof.
- 10.6 In the Auction, any number of the Platform Users of one Shipper may take part. The amounts from the Offers submitted by the Platform Users of one Shipper do not sum up.
- 10.7 Ascending clock Auction algorithm.
- 10.7.1 The bidding rounds of each Auction shall begin at 9:00 am and continue until 6:00 pm on all Business Days.
- 10.7.2 In case when an Auction is not concluded by the date when the next Auction for a product covering the same period is to begin, such Auction shall be closed unsettled, and the Capacity shall be made available in the next Auction for a shorter-term Capacity product.
- 10.7.2.1 In case of the occurrence of the situation specified in point 10.7.2 regarding the yearly and quarterly Capacity products, such Auction shall be closed not later than 6 pm of the Gas Day (D-1) preceding the Gas Day of the next Auction of Capacity covering the same period.
- 10.7.2.2 In case of the occurrence of the situation specified in point 10.7.2 regarding the monthly Capacity products, such Auction shall be closed not later than 4 pm of the Gas Day (D-1) preceding the Gas Day of the next Auction of Capacity covering the same period.
- 10.7.3 The first round of bidding (R_1) shall have a duration of three (3) hours; the next rounds (R_n) shall have a duration of one (1) hour each. There shall be a period of one (1) hour between the rounds.
- 10.7.4 The first bidding round (R_1) shall be held for an auction premium equal to zero ("0"). Price steps:
- 10.7.4.1 No later than together with the information referred to in point 10.3, the TSO on the GSA shall announce the value of small and large price steps, which shall be used in the given Auction.
- 10.7.4.2 The small price step shall correspond to 20% of the large price step, unless the TNC or another equivalent document of TSO that makes Capacity available under the Auction provides otherwise
- 10.7.5 The Offer may be made, changed or withdrawn at any time during the bidding round, provided that it conforms to point 10.7.6. An Offer shall be

considered binding until it is changed or withdrawn. There is no possibility to change or withdrawn the Offer after the conclusion of the relevant bidding round.

10.7.6 In the Offer, the Platform User shall stipulate the following:

10.7.6.1 Shipper's data, whereby this information is automatically completed by the GSA (in line with the assigning of the Platform User to the relevant Shipper),

10.7.6.2 the Interconnection point to which the Offer refers,

10.7.6.3 the Capacity product for which the Offer is being made,

10.7.6.4 the amount of the Capacity for the given value of the auction premium for each of the bidding rounds presented by the TSO during the course of the Auction, provided that the amount of the Capacity in the Offer submitted by the one Shipper in any of the bidding rounds cannot exceed the amount of the Capacity made available for a given Auction.

10.7.6.5 additional information in case of the Offer within the Incremental capacity offered in accordance with the Network Code CAM (CAM NC).

10.7.7 The Offer shall be considered binding if it meets all the requirements of point 10.7.6 applicable to a given Capacity product, including the requirements of point 10.7.6.5 in case of the Incremental capacity Auction.

10.7.8 In order to be eligible to participate in the next rounds of bidding (R_n) the Offer must be made in the first round of bidding (R_1).

10.7.9 In order to be eligible to participate in the bidding round (R_n) the Offer must be submitted in the bidding round (R_{n-1}), subject to point 10.7.18.

10.7.10 The binding Offer of a given Shipper, shall be the last Offer submitted before the round of bidding closes.

10.7.11 Each Platform User participating in the Auction, may submit an Offer in the next round of the bidding for the Capacity in the amount, which is equal to or lower than the previous binding Offer of the Shipper submitted by this Platform User in the previous bidding round, subject to point 10.7.19.

10.7.12 If the amount of the Capacity resulting from the binding Offers of all the Platform Users acting on behalf of different Shippers is lower than or equal to the amount of the Capacity made available in the first round of bidding (R_1), the Auction shall be closed.

10.7.13 If the total Capacity resulting from the binding Offers of Platform Users acting on behalf of different Shippers is greater than the Capacity made available in a given round of bidding (R_n), another round of bidding (R_{n+1}) shall be opened, and the auction premium adopted for round R_{n+1} shall constitute of the value of the auction premium from the round of bidding R_n increased by the large price step.

10.7.14 If the total Capacity resulting from the binding Offers of all the Platform Users acting on behalf of different Shippers is equal to the Capacity made available in the next round of bidding, the Auction shall be closed after that round.

- 10.7.15 If the total Capacity resulting from the binding Offers of all the Platform Users acting on behalf of different Shippers is lower than the quantity of the Capacity made available in the next round of bidding (R_n), another round of bidding shall be opened (R_{n+1}). In the newly opened round of bidding, the value of the auction premium shall be equal to the value of the auction premium announced for the second to last round of bidding (R_{n-1}), increased by the small price step.
- 10.7.16 Subsequent rounds of bidding shall be opened in which the auction premium shall increase by the small price step, as long as the total demand of all the Platform Users acting on behalf of different Shippers remains higher than the Capacity made available. Once Offers have been obtained on a level that is lower or equal to the Capacity made available, the Auction shall be closed.
- 10.7.17 Each of the Shippers, who submitted the Offer in the last round of bidding (R_n), is under an obligation to submit the Offer in all the rounds of bidding, in which the auction premium will increase by a small price step. If, in the round of bidding in which the auction premium increases with a small step, the Offer on behalf of the Shipper will not be submitted, then the Shipper shall be presumed that he had submitted the Offer in the given round of bidding in the amount equal to the last Offer submitted by this Shipper in the given Auction.
- 10.7.18 Each of the Shippers, who submitted the Offer in the second to last round of bidding (R_{n-1}) and did not submit an Offer in the last round of bidding (R_n), may submit the Offer in all the rounds of bidding, in which the auction premium will increase by a small price step.
- 10.7.19 Each of the Platform Users acting on behalf of different Shippers can submit the Offer in the first round of the bidding with a small price step, requesting a Capacity equal to or higher than that offered by the Platform User acting on behalf of Shipper in the bidding round that triggered the need to apply the procedure described in point 10.7.15 (R_n). At the same time, this Offer must equal or be lower than the quantity offered in the earlier round of bidding with a large price step (R_{n-1}).
- 10.7.20 In subsequent bidding rounds with a small price step, the Platform Users acting on behalf of different Shippers may apply for Capacity in a quantity equal to or lower than that offered thereby in the previous round of bidding with a small price step.
- 10.7.21 The Offer submitted in the subsequent bidding rounds with a small price step, shall at the same time be equal or higher than that offered by the Platform User acting on behalf of the Shipper in the bidding round that triggered the need to apply the procedure described in point 10.7.15 (R_n). The Shippers, on whose behalf the Offers, in the bidding round that triggered the need to apply the procedure described in point 10.7.15 (R_n), were not submitted, the Offer submitted in the subsequent bidding rounds with a small price step shall not be lower than „1”.
- 10.7.22 If the total Capacity resulting from the binding Offers of all the Platform Users acting on behalf of different Shippers in the bidding round with the fourth (4) small price step, is greater than the Capacity made available, the Auction

shall be closed. The value of the Clearing Price being in force in the bidding round that triggered the need to apply the procedure described in point 10.7.15 (R_n) shall be deemed as binding. The Offers submitted in the bidding round, that triggered the need to apply the procedure described in point 10.7.15 (R_n) shall be deemed as successful.

10.7.23 During the bidding the Platform User may use a function of automatic submission of the Offer (comfort bidding) through the following bidding rounds to the previously specified and approved by the Platform User maximum value of the auction premium, in accordance with paragraph § 16 hereof. The Offers submitted by the comfort bidding function described above shall be binding on the Shipper.

10.8 The uniform price Auction algorithm.

10.8.1 In a uniform price Auction, there is a single bidding round in which the Platform Users acting on behalf of various Shippers, submit the Offers concerning the price as well as the amount of the Capacity.

10.8.2 During the bidding round of a given Auction, the Shipper, acting through its Platform Users, may submit up to ten (10) Offers. Each Offer shall be treated independently from each other.

10.8.3 The Auction shall cover only one bidding round lasting thirty (30) minutes.

10.8.4 In the Offer the Platform User shall specify:

10.8.4.1 Shipper's data, whereby this information is automatically completed by the GSA (in line with the assigning of the Platform User to the relevant Shipper),

10.8.4.2 the Interconnection point to which the Offer refers,

10.8.4.3 the Capacity product for which the Offer is being made,

10.8.4.4 the amount of the Capacity covered by the Offer, provided that the amount of the Capacity in the Offer submitted by the one Shipper in any of the bidding rounds may not exceed the amount of the Capacity made available for a given Auction,

10.8.4.5 the minimum amount of Capacity for the respective Capacity product which the Shipper is willing to be allocated in case when according to the relevant Auction algorithm the Shipper is not allocated the amount requested in accordance with 10.8.4.4,

10.8.4.6 the price, which the Shipper is willing to pay in respect of the Capacity applied for, presented in the form described by the TSO making Capacity available in the Auction, subject to that the Offers with a price below the reserve price shall not be accepted.

10.8.5 The Offer shall be deemed as binding, if it fulfills all conditions described in point. 10.8.4.

10.8.6 The Offer may be made, changed or withdrawn at any time during the bidding round, provided that it conforms to point 10.8.4. An Offer shall be

considered binding until it is changed or withdrawn. There is no possibility to change or withdrawn the Offer after the conclusion of the relevant bidding round.

- 10.8.7 The reserve price shall be determined by the TSO making Capacity available in a given Auction.
- 10.8.8 After closure of the bidding round all Offers concerning the given product shall be ranked according to their Offer price, wherein the highest price ranks at the highest place in the price ranking of the Offers.
- 10.8.9 All submitted Offers which fulfills all conditions described in point.10.8.4, at the closure of the bidding round shall be treated as binding for Platform Users acting on behalf of various Shippers, for which Capacity shall be allocated in the amount corresponding at least to the amount expressed in the point 10.8.4.5.
- 10.8.10 After completion of activities referred to in point 10.8.8, the Capacity is allocated on the basis of the Offers, starting from the Offers with the highest place in the price ranking of the Offers. All Offers, on the basis of which the Capacity was allocated in the given Auction shall be recognized as successful. After allocation of the Capacity, the remaining Capacity is reduced by the amount allocated under this point.
- 10.8.11 After the procedure, referred to in point 10.8.10, was applied, if the amount of Capacity resulting from subsequent Offer exceeds the remaining unallocated amount of Capacity (Capacity remaining after allocation on the basis of the Offers ranked higher in the price ranking of the Offers, submitted by the Platform Users acting on behalf of different Shippers), a given Shipper shall obtain under a given Offer allocation of Capacity in the amount equal to the remaining unallocated amount of the Capacity.
- 10.8.12 After the procedure, referred to in point 10.8.11, was applied, when there are at least two Offers with the same price, and the amount of the remaining Capacity, which the Shippers request on the basis of the Offers exceeds the remaining unallocated amount of the Capacity, the Capacity shall be allocated to those Shippers proportionally to the amount, which was indicated in the Offer by Platform Users acting on their behalf.
- 10.8.13 If the amount of the Capacity, which shall be allocated to Shipper under the given Offer as a result of application of the provisions of point 10.8.10 - 10.8.12 is lower than minimum amount of the Capacity referred to in point 10.8.4.5, this Offer or Offers are rejected as ineffective. In such case the procedures described in points from 10.8.10 - 10.8.12 shall be repeated with the next Offer in the price ranking of the Offers.
- 10.8.14 When, as a result of the Capacity allocation made in accordance with points 10.8.10 - 10.8.13, all Capacity which was made available by the TSO was allocated in the given Auction, the remaining Offers submitted in the Auction shall be deemed as ineffective.
- 10.8.15 When in the Auction of a given product, an amount of the Capacity resulting from submitted Offers exceeds the available Capacity, the price from the last (lowest) Offer for which the Capacity was allocated in a given Auction

shall be perceived as a Clearing Price. In all other cases, the Clearing Price shall be equal to the reserve price.

10.8.16 The Offers submitted in the Auction of the daily Capacity products, which in accordance with point 10.8.13 were rejected, could be automatically submitted on behalf of the given Shipper in respective Auctions of the within-day Capacity products (after selecting an appropriate option by the Platform User during the submission of the Offer i.e. "Rollover unsuccessful bid"). Before the bidding round in the Auction of within-day Capacity product is closed, such Offer or Offers may be withdrawn.

10.8.17 Regarding the daily Capacity products, during the bidding the Platform User may use a function of automatic submission of the same Offer (comfort bidding) through the following Auctions till the end date previously specified by the Platform User, in accordance with paragraph § 16 hereof. The Offers submitted by the comfort bidding function of the Offers described above shall be binding on the Shipper.

10.9 After each completed Auction, immediately, or within the time limits specified in the Network Code CAM (CAM NC) at the latest, the result thereof, including the sum of Capacities resulting from the successful Offers submitted under a given Auction and a Clearing Price of the given Auction shall be published on the GSA. In addition, all bidders that have submitted a successful Offers under a given Auction shall be immediately notified electronically via GSA that their Offer has been accepted.

10.10 Pending Auctions may be terminated if the GSA availability is limited in accordance with § 21 or Capacity offered under the Auction by TSO is withdrawn. The GSA Operator shall immediately notify the Shipper of the termination of the Auction electronically via GSA. If the Auction is repeated in the future, the information about such an Auction shall be published in GSA in due advance.

§ 11 Competing Capacity Auctions

11.1 If the TNC or any other equivalent document of the TSO stipulates, that the given TSO shall make competing Capacity available at several points in which Capacity is offered through the Auction procedure, then Auctions, in which the competing Capacity is made available are interdependent ("competing Auctions"), i.e. the available Capacity at one point cannot be allocated without fully or partly reduced of the available Capacity at another point.

11.2 Competing Auctions shall be conducted in accordance with the algorithm of competing Auctions, determined by all TSOs offering the given competing Capacity, in agreement with the GSA Operator. A detailed description of the rules of competing Capacity offering used by the TSOs shall be published on the GSA with appropriate advance and shall be binding on the Shippers taking part in the given competing Auction.

§ 12 Reversed uniform price auction

- 12.1 When the TSO acting in accordance with point 2 section 2.2 Annex I to the Regulation 715/2009 applies the over-subscription and buyback of Capacity mechanism, the Shippers may participate in the Reversed uniform price auction on the GSA Platform.
- 12.2 Reversed uniform price auction shall cover only one bidding round lasting thirty (30) minutes and shall be conducted in accordance with the algorithm described in point. 10.8, subject to the following differences:
- 12.2.1 in the auction the Shipper may participate, who owns firm Capacity in the point, which Capacity is concerned by the auction;
- 12.2.2 information about the commencement of the auction shall be published on the GSA thirty (30) minutes before the start of the auction at the latest;
- 12.2.3 in the Offer the Platform User shall indicate:
- 12.2.3.1 Shipper's data, whereby this information is automatically completed by the GSA (in line with the assigning of the Platform User to the relevant Shipper),
- 12.2.3.2 Entry point/Exit point or Interconnection point to which the Offer refers,
- 12.2.3.3 the amount of the Capacity covered by the Offer, not higher than the amount of firm Capacity to which the Shipper is entitled in the scope used in the confirmed nomination, in the period covered by the auction,
- 12.2.3.4 the price of the Capacity covered by the Offer.
- 12.3 The Offer shall be deemed as a binding, if it fulfils all conditions described in point.12.2.3.
- 12.4 After closure of the bidding round, all Offers submitted in the given auction shall be ranked according to the price of the Capacity covered by the Offer, where the Offer with the lowest price of the Capacity is ranked at the highest place in the price ranking of the Offers.
- 12.5 The result of the auction shall be published on the GSA within thirty (30) minutes from its completion. Moreover, the participants who submitted the successful Offers in the given auction, shall be immediately informed electronically via GSA, that their Offers were accepted.

c PROVISIONS REGARDING RESALE AND PURCHASE OF THE CAPACITY ON THE SECONDARY MARKET

§ 13 General terms and conditions of the secondary market

- 13.1 The Shipper ("Seller") may resell the Capacity to another Shipper ("Buyer") or Shipper ("Buyer") may purchase the Capacity from another Shipper ("Seller") on the secondary market on the GSA Platform in accordance with these Rules.

- 13.2 In order to participate in the secondary market, i.e. submission or acceptance of offers on the secondary market, the Shipper must be approved by the competent TSO. For this purpose, sections § 5 and § 6 above shall apply respectively.
- 13.3 Resell or purchase of the Capacity on the secondary market are possible for points admitted on the GSA by the TSOs for the given transmission system.
- 13.3.1 The Shipper reselling or purchasing the Capacity on the secondary market may choose an any Interconnection point from the catalogue of the available points for the secondary market accepted by the given TSO.
- 13.3.2 The Shipper reselling or purchasing the Capacity on the secondary market may add any new Entry point or Exit point to the catalogue of the available points for the secondary market accepted by the given TSO, subject to point 13.3.3 hereof.
- 13.3.3 Insertion of the new Entry point or Exit point by the Shipper in accordance with point 13.3.2 requires the prior approval by the TSO in which transmission system that Entry point or Exit point is situated. A respective TSO shall receive an automatic notification with the information on the addition of the new Entry point or Exit point by the Shipper at the time when the Shipper uses the procedure indicated in point 13.3.2 above.
- 13.4 Transaction on the secondary market should be carried out within a time allowing Buyer to use the purchased Capacity and must take place no later than:
- 13.4.1 till 10:00 am, two (2) Gas Days (D-2) prior to commencement of the given yearly, quarterly or monthly Capacity product,
- 13.4.2 till 10:00 am, one (1) Gas Day (D-1) prior to commencement of the given daily Capacity product.
- 13.5 The Seller reselling the Capacity on the secondary market shall choose one of the three (3) available procedures before the publication of the offer:
- 13.5.1 **over-the-counter (OTC) offer** – an offer, which may be accepted only by a one Shipper (“Buyer”) with appropriate rights to the secondary market defined in line with these Rules who was indicated by the Seller during preparation of the given OTC offer. The Buyer cannot modify the OTC offer – may accept the OTC offer in whole or doesn’t accept the OTC offer at all.
- 13.5.2 **first come, first served (FCFS) offer** – an offer, which may be accepted only by a one Shipper (“Buyer”) from the group of the Shippers indicated by the Seller during preparation of the given FCFS offer. The Seller may address the FCFS offer to the selected one or more Shippers or to all Shippers with appropriate rights to the secondary market defined in line with these Rules. The first Shipper (Buyer) who accepts the FCFS offer closes the offer to other Shippers. The Buyer may accept the FCFS offer in whole or in part. The Buyer who accepts only a part of the FCFS offer shall indicate the amount of the Capacity and the type of the Capacity product consistent with the FCFS offer parameters defined by the Seller to which the Buyer intends to accept.

- 13.5.3 **call for orders (CFO) offer** – an offer, which may be accepted by all Shippers (“Buyers”) with appropriate rights to the secondary market defined in line with these Rules who were indicated by the Seller during preparation of the given CFO offer within the validity of the FCFS offer or till the closure of the CFO offer by the Seller. The Buyers shall submit counteroffers in which they indicate the amount of the Capacity, type of the Capacity product and price of the Capacity consistent with the CFO offer parameters defined by the Seller. After the expire of the CFO offer or after the closure of the CFO offer by the Seller, the Seller arbitrarily selects one or more counteroffers which accepts. The Seller may close the offer without accepting any of the submitted counteroffers.
- 13.6 The Buyer purchasing the Capacity on the secondary market shall choose one of the two (2) available procedures before the publication of the offer:
- 13.6.1 **first come, first served (FCFS) offer** – an offer, which may be accepted only by a one Shipper (“Seller”) from the group of the Shippers indicated by the Buyer during preparation of the given FCFS offer. The Buyer may address the FCFS offer to the selected one or more Shippers or to all Shippers with appropriate rights to the secondary market defined in line with these Rules. The first Shipper (Seller) who accepts the FCFS offer closes the offer to other Shippers. The Seller may accept the FCFS offer in whole or in part. The Seller who accepts only a part of the FCFS offer shall indicate the amount of the Capacity and the type of the Capacity product consistent with the FCFS offer parameters defined by the Buyer to which the Seller intends to accept.
- 13.6.2 **call for orders (CFO) offer** – an offer, which may be accepted by all Shippers (“Sellers”) with appropriate rights to the secondary market defined in line with these Rules who were indicated by the Buyer during preparation of the given CFO offer within the validity of the FCFS offer or till the closure of the CFO offer by the Buyer. The Sellers shall submit counteroffers in which they indicate the amount of the Capacity, type of the Capacity product and price of the Capacity consistent with the CFO offer parameters defined by the Buyer. After the expire of the CFO offer or after the closure of the CFO offer by the Buyer, the Buyer arbitrarily selects one or more counteroffers which accepts. The Buyer may close the offer without accepting any of the submitted counteroffers.
- 13.7 In the offer of Capacity resale on the secondary market, the Seller should classify the offer as a resale and specify, at least:
- 13.7.1 the Capacity source product type (yearly, quarterly, monthly) to which the Seller is entitled and which whole or part is provided in the offer, including an indication of duration of this product (selection from the list),
- 13.7.2 the offered Capacity product type (yearly, quarterly, monthly, daily) within the scope indicated in point 13.7.1 above, including an indication of duration of this product (selection from the list),
- 13.7.2.1 in case of indicating a daily type of the Capacity product in the offer, the Seller has the possibility to indicate only one (1) specific Gas Day or define the period of the following Gas Days, provided that the defined period involves only Gas Days from the same month,

- 13.7.3 the minimal Capacity product type (yearly, quarterly, monthly, daily) which is acceptable by the Seller,
- 13.7.4 the type of resale of the Capacity on the secondary market procedure which the Seller intending to apply (OTC, FCFS, CFO),
- 13.7.5 proper TSO or TSOs, when the offer concerns bundled Capacity,
- 13.7.6 the concerned Entry/Exit point or Interconnection point (selection from the list),
- 13.7.7 the Shipper issuing the offer has a possibility to add also any other point than those available on the selection list, provided that he indicates at least:
 - a) the ID number of the point,
 - b) the name of the point,
 - c) the EIC code of the point,
 - d) the direction of the gas flow (Entry/Exit),
 - e) the type of gas (high-methane/low-methane gas)
 - f) the Capacity unit (kWh/h or kWh/d),
 - g) proper TSO,
 - h) types of the Capacity available for this point,
- 13.7.8 the available currency of the offer,
- 13.7.9 the available unit of the offer,
- 13.7.10 the amount of the offered Capacity,
- 13.7.11 type of the Capacity available for the given Entry/Exit point or Interconnection point,
- 13.7.12 a rate of the tariff price,
- 13.7.13 a surcharge defined by the Seller,
- 13.7.14 the offer expired date,
- 13.7.15 the Shippers permitted to participate in the resale procedure (selection from the list) provided that all of the Shippers have appropriate rights to the secondary market and are approved by the competent TSO in accordance with point 13.2, including:
 - 13.7.15.1 only one Shipper in case of OTC procedure is selected in accordance with point 13.7.4,
 - 13.7.15.2 one or more Shipper/s (including the possibility to choose all available Shippers) in case of FCFS or CFO procedure are selected in accordance with point 13.7.4.
- 13.7.16 In case of FCFS or CFO procedure is selected in accordance with point 13.7.4 the Seller may also indicate in the resale offer a minimal amount of the Capacity which is acceptable by the Seller under the offer if the Buyer accepts a less amount of the Capacity than the volume offered by the Seller. If the Seller

does not indicate a minimal amount of the Capacity which is acceptable by the Seller, the offer can be accepted by the Buyer in any part of the offered Capacity by default.

13.7.17 In case of CFO procedure is selected in accordance with point 13.7.4 the Seller may also indicate a minimal price of the Capacity which is acceptable by the Seller.

13.8 In the offer of purchase the Capacity on the secondary market, the Buyer should classify the offer as a purchase and specify, at least:

13.8.1 the Capacity product type (yearly, quarterly, monthly, daily) which the Buyer is interested to acquire, including an indication of duration of this product,

13.8.2 the minimal Capacity product type (yearly, quarterly, monthly, daily) which is acceptable by the Buyer,

13.8.3 the type of purchase of the Capacity on the secondary market procedure which the Buyer intending to apply (FCFS/CFO),

13.8.4 proper TSO or TSOs, when the offer concerns bundled Capacity,

13.8.5 the concerned Entry/Exit point or Interconnection point (selection from the list) subject to the point 13.7.7,

13.8.6 the available currency of the offer,

13.8.7 the available unit of the offer,

13.8.8 the amount of the Capacity which the Buyer is interested to acquire,

13.8.9 type of the Capacity which the Buyer is interested to acquire,

13.8.10 a rate of the tariff price,

13.8.11 a surcharge defined by the Buyer,

13.8.12 the offer expired date,

13.8.13 one or more Shipper/s (including the possibility to choose all available Shippers) permitted to participate in the purchase procedure (selection from the list) provided that all of the Shippers have appropriate rights to the secondary market and are approved by the competent TSO in accordance with point 13.2,

13.8.14 the Buyer may also indicate in the offer a minimal amount of the Capacity which is acceptable by the Buyer if the Seller offers a less amount of the Capacity than the volume the Buyer is interested to acquire,

13.8.15 in case of CFO procedure is selected in accordance with point 13.8.3 the Buyer may also indicate a maximal price of the Capacity which is acceptable by the Buyer,

13.9 The Capacity originally allocated as Bundled capacity can only be resold as Bundled capacity on the secondary market.

13.10 Resale or purchase offers shall be submitted in the whole units (natural numbers).

- 13.11 Minimal amount of the Capacity, for which an offer may be submitted is one (1) unit.
- 13.12 The Seller may resell the Capacity in whole (yearly, quarterly, monthly products) or in part in a form of a shorter-term Capacity products than the Capacity product owned by the Seller, provided that the parameters of the offered Capacity product (amount, duration) shall not exceed the parameters of the Capacity product (amount, duration) to which the Seller is entitled.
- 13.12.1 In the case of the partial resale of the one Capacity product with a longer duration a one resale offer on the secondary market may include a Capacity from two or more following Capacity products with the same duration, provided that they are a part of the same one Capacity product with a longer duration. There is no possibility to merge shorter-term Capacity products as a parts of different Capacity products with a longer duration in one resell offer on the secondary market.
- 13.12.2 In the form of the partial resale of the one Capacity product with a longer duration, the Seller may offer different shorter-term Capacity products which do not follow directly only in the form of two or more separate from each other Capacity resale offers on the secondary market.
- 13.12.3 Resale of the daily Capacity products on the secondary market is possible only in the form of partial resale of the Capacity product with a longer duration (yearly, quarterly, monthly) as a shorter-term Capacity product.
- 13.13 Approval of offers of the Capacity resale or purchase on the secondary market by the proper TSO/TSOs.
- 13.13.1 The Capacity resale offer by the Seller or the Capacity purchase offer by the Buyer shall be subject to prior approval by the proper TSO, or by proper TSOs in case of the Bundled capacity offer, indicated respectively in point 13.7.5 or point 13.8.4.
- 13.13.2 The Capacity resale offer, or the Capacity purchase offer shall be placed on the list of the active offers after the approval of the given offer by the proper TSO or TSOs in accordance with the point 13.13.1.
- 13.13.3 All proposals submitted by the Shippers in response to the active offer of the Seller/Buyer shall be also subject to approval by the proper TSO, or by proper TSOs in case of the Bundled capacity offer, at the closure of the offer by the Seller/Buyer or when the offer expires.
- 13.14 Modification or withdrawal of the offer on the secondary market.
- 13.14.1 The Shipper, who intending to submit the Capacity resale or purchase offer on the secondary market may arbitrarily modify the offer until the submission of the offer for approval by the proper TSO, or by proper TSOs in case of the Bundled capacity in accordance with the point 13.13.1.
- 13.14.2 Upon expire of the deadline indicated in point 13.14.1 any modification of the offer is possible only after the prior withdrawal of the offer, provided that the resubmission of the offer shall be also subject to approval by the proper TSO,

or by proper TSOs in case of the Bundled capacity offer in accordance with the point 13.13.1.

- 13.14.3 Any Capacity resale or purchase offer on the secondary market may be withdrawn at any moment, provided none of the Shippers has accepted the given offer in whole or in part. There is no possibility to withdraw the offer by the Shipper who submitted the given offer on the market (Seller/Buyer) once at least one Shipper has accepted the offer.

13.15 Acceptance of the Capacity offer on the secondary market

- 13.15.1 The OTC resale offer submitted by the Seller is accepted upon approval of the whole offer by the Shipper indicated in accordance with the point 13.7.15.1.
- 13.15.2 The FCFS resale offer submitted by the Seller is accepted upon approval of the offer in whole or in part by the Shipper indicated in accordance with the point 13.7.15.2.
- 13.15.3 The FCFS purchase offer submitted by the Buyer is accepted upon approval of the offer in whole or in part by the Shipper indicated in accordance with the point 13.8.13.
- 13.15.4 In case of CFO resale offer submitted by the Seller, the Shipper indicated in accordance with the point 13.7.15.2 shall have a right to submit a counteroffer different than the Seller's offer in the scope of the amount and price of Capacity as well as choose type of the Capacity product (yearly, quarterly, monthly or daily) within the limits of the offer requirements specified by the Seller. The Seller approves selected counteroffers from the all counteroffers submitted by the Shippers.
- 13.15.5 In case of CFO purchase offer submitted by the Buyer, the Shipper indicated in accordance with the point 13.8.13 shall have a right to submit a counteroffer different than the Buyer's offer in the scope of the amount and price of Capacity as well as choose type of the Capacity product (yearly, quarterly, monthly or daily) within the limits of the offer requirements specified by the Buyer. The Buyer approves selected counteroffers from the all counteroffers submitted by the Shippers.

13.16 Transfer of Capacity usage rights

- 13.16.1 After the offer was accepted by the Buyer or the Seller in accordance with the points 13.15.1 - 13.15.5 (or counteroffers in case of the CFO procedure) the GSA Operator shall inform the competent TSO/TSOs about the Capacity resale or purchase transaction between the Shippers.
- 13.16.2 Competent TSO/TSOs shall approve or reject the Capacity resale or purchase transaction of within the period and under the conditions determined in the TNC or other equivalent document of a given TSO. Lack of information about the approval of the transaction shall be deemed as a rejection of the transaction by the TSO.

- 13.16.3 Unless the TNC or another equivalent document of the competent TSO/TSOs provides otherwise, transfer of Capacity usage rights being subject of the transaction from the Shipper selling the Capacity to the Shipper buying the Capacity shall take place upon the approval of the Capacity resale or purchase transaction on the secondary market by the competent TSO/TSOs. The process of conclusion, realization, clearing, amendment or termination of the transmission contracts concluded between TSO and the Shipper as a result of the Capacity resale or purchase transaction on the secondary market on the GSA Platform, shall be held outside the GSA Platform, in accordance with the TNC of a given TSO/TSOs or any other equivalent document.
- 13.16.4 If the Capacity resale or purchase transaction is rejected by the competent TSO/TSOs, such a transaction shall be deemed as non-concluded.
- 13.17 The GSA Operator, as well as TSO or the Shipper other than in the scope of its Offer, have no access to the information about the Shipper's Offer during the transaction on secondary market.

d PROVISIONS REGARDING SYSTEM CONGESTION MANAGEMENT

§ 14 Surrender of Capacity

- 14.1 If the TNC or other equivalent document of the TSO indicates, that the given TSO allows for surrender of Capacity via the GSA, the Shipper may submit request for surrender of allocated Capacity on points in the transmission system which Capacity is offered under the Auction on the GSA hereof.
- 14.2 In case of Bundled capacity surrender, the Shipper shall surrender the Bundled capacity in both transmission systems.
- 14.3 The request for surrender of Capacity Shipper shall specify at least:
- 14.3.1 the Shipper's data,
 - 14.3.2 the Shipper's EIC Code and/or additional identification code if required by the competent TSO,
 - 14.3.3 information about the transmission contract concerning Capacity which the Shipper surrenders, if required by a given TSO,
 - 14.3.4 the concerned Entry point/Exit point or Interconnection point, which Capacity Shipper surrenders,
 - 14.3.5 proper TSO or both TSOs, when the offer concerns Bundled capacity, in which transmission system/s the concerned point which Capacity the Shipper surrenders is situated,
 - 14.3.6 the surrendered Capacity product, subject to point 14.6,
 - 14.3.7 surrendered amount of Capacity,
 - 14.3.8 the Capacity unit indicated in the request,
 - 14.3.9 indication, whether surrender concerns Bundled capacity.

- 14.4 The Shipper's request for surrender of Capacity shall be subject to approval by the proper TSO indicated in point 14.3.5. In case of Bundled capacity surrender, the Shipper's request for surrender of Capacity shall be subject to approval by both TSOs in which transmission systems the concerned point which Capacity the Shipper surrenders is situated.
- 14.5 When submitting a request for surrender of Capacity Shipper shall specify the Capacity product type which intends to surrender in whole or in part in accordance with the point 14.3.6, together with indication of the Capacity product type with the minimal duration under the surrendered Capacity product that could be made available by the given TSO again. The monthly Capacity product is a minimal duration for which any surrendered Capacity product type may be splitted, subject to points 14.8 - 14.9.
- 14.6 The Shipper may submit a request for surrender of Capacity no later than three (3) Business Days before the date of the publication of the Capacity offer by the TSO to which this request relates to, without prejudice to the publication dates of the Capacity offered by the TSO specified in the Network Code CAM (depending on the surrendered Capacity product type) and requirements set out in TNC or another equivalent document of a relevant TSO.
- 14.7 The Shipper may arbitrarily modify or completely withdrawn a submitted request for surrender of Capacity subject to the publication dates indicated in point 14.6.
- 14.7.1 The Shipper may arbitrarily modify or withdrawn a submitted request for surrender of Capacity by editing or complete withdrawing a request until the approval of the request by the proper TSO (or both TSOs, when the surrender concerns bundled Capacity) in accordance with the point 14.4, subject to the publication dates indicated in point 14.6
- 14.7.2 After the approval of the request for surrender of Capacity by the proper TSO (or both TSOs, when the surrender concerns bundled Capacity) in accordance to point 14.4, the Shipper may modify a submitted request only through the withdrawal of the submitted request and submit another (new) surrender of Capacity request within the scope of the previous request subject to the publication dates indicated in point 14.6. Such a request shall be subject to approval in accordance with the point 14.4.
- 14.8 The request for surrender of Capacity and the information about the withdrawal of the request shall be immediately sent via the GSA to the competent TSO, which shall verify it. The TSO, acting in accordance with its TNC or another relevant document, shall approve or reject the request.
- 14.9 The GSA Operator shall immediately inform the Shipper about the successful approval of the request for surrender of Capacity.
- 14.10 The Shipper shall retain its rights and obligations under the transmission agreement regarding the Capacity being surrendered by the Shipper until this Capacity is re-allocated by the proper TSO and to the extent that it is not re-allocated by the TSO.

14.11 The Shipper must pay the relevant TSO an Auction premium for the settlement periods of transmission services under the surrendered Capacity product, based on an invoice issued by the TSO, paid in accordance with the TNC or another relevant document of a given TSO, under the pain of rejecting the request for surrender of Capacity.

14.12 The surrendered Capacity shall be re-allocated only when the allocation of the entire available Capacity of a given point in a given time is allocated by the TSO.

14.13 If the requests for surrender of Capacity of the same point are submitted by several Shippers for the same duration, the surrendered Capacity shall be re-allocated by the proper TSO according to the order of the submission of the requests in accordance with the principle *first come, first served*.

14.14 The relevant TSO shall immediately inform the Shipper about the successful re-allocation of the Capacity being subject of its request for surrender of Capacity.

e OTHER FUNCTIONALITIES AVAILABLE ON THE GSA PLATFORM

§ 15 Currency of the Auction

15.1 Currency relevant for a given Auction is determined by the TSO in the TNC or other equivalent document.

15.2 The TSO may specify, that data of a given Auction, i.e.: reserve price, value of large and small price steps and Clearing Price, during the Auction shall be provided in other currency, than relevant for a given Auction, for information purposes. In that case, the data shall be calculated in accordance with an average exchange rate of the relevant currency as determined by the European Central Bank in the Business Day preceding the publication of information about the Auction on the GSA, unless the TSO indicates otherwise.

§ 16 Automatic submission of the Offers

16.1 In the ascending clock Auctions, the Platform User may use a function of comfort bidding which enables automatic submission of the Offer on the GSA in following bidding rounds of a given Auction, in accordance with a previous order of the Shipper, subject to point 16.1.1.

16.1.1 If a comfort bidding function is used by the Platform User, in accordance with point 16.1, the Platform User shall specify:

16.1.1.1 an amount of the Capacity, which the Shipper wants to purchase in a given Auction, provided that the Offer regarding the amount of the Capacity submitted by the single Shipper shall not exceed the Capacity made available in a given Auction,

16.1.1.2 a maximal price for Capacity, which the Shipper is willing to pay in respect of the Capacity applied for, presented in the form described by

the TSO making Capacity available in the Auction. Offers with a price below the reserve price shall be automatically rejected.

16.2 In the uniform price Auctions for the daily Capacity products, the Platform User may use a function of comfort bidding which enables automatic submission of the Offer on the GSA in following Auctions of the daily Capacity products, in accordance with a previous order of the Shipper, subject to point 16.2.1.

16.2.1 If a comfort bidding is used by the Platform User, in accordance with point 16.2, the Platform User shall specify:

16.2.1.1 a period (from/to) during which the Offer will be automatically bidding through the subsequent Auctions of the daily Capacity products,

16.2.1.2 the available currency of the Offer,

16.2.1.3 the available unit of the Offer,

16.2.1.4 the concerned Interconnection point,

16.2.1.5 an amount of the Capacity, which the Shipper wants to purchase in a given Auction, provided that the Offer regarding the amount of the Capacity submitted by the single Shipper shall not exceed the Capacity made available in a given Auction,

16.2.1.6 a minimal amount of the Capacity equal to or less than the amount indicated in point 16.2.1.5, which is acceptable by the Shipper to be allocated under a given Auction in case when according to the relevant Auction algorithm the Shipper is not allocated the amount requested, indicated in point 16.2.1.5,

16.2.1.7 a price for Capacity, which the Shipper is willing to pay in respect of the Capacity applied for, presented in the form described by the TSO making Capacity available in the Auction. Offers with a price below the reserve price shall be automatically rejected,

16.2.1.8 if the Platform User is willing to use a function of the rollover unsuccessful bidding in accordance with point 16.3 shall also select an appropriate check-box (i.e. "Rollover unsuccessful bid").

16.3 In the uniform price Auctions for the daily Capacity products, the Platform User using a comfort bidding function in accordance with point 16.2, may also use a function of rollover unsuccessful bidding on the GSA which enables automatic submission of the Offer in the first Auction of the within-day product for a given Gas Day, in accordance with a previous order of the Shipper under the Offer in the Auction of daily Capacity products for the same Gas Day.

16.3.1 If the Platform User using a rollover unsuccessful bidding function in accordance with point 16.3 purchase a part of the Capacity within the scope specified in the Offer in accordance with points 16.2.1.5-16.2.1.6 under the Auction for the daily Capacity product, the above-mentioned scope of the Capacity in the rollover Offer for the first Auction of the within-day product for a given Gas Day shall be modify in respect to the following:

16.3.1.1 a minimal amount of the Capacity specified by the Platform User in accordance with the point 16.2.1.6 shall be reduced to zero ("0"),

16.3.1.2 an amount of the Capacity specified by the Platform User in accordance with the point 16.2.1.5 shall be set at the level of a difference between an amount specified in that point and an amount of the Capacity purchased by the Shipper as a result of the Auction for the daily Capacity product in accordance with point 16.3.1.

16.4 The Platform User may arbitrarily modify or cancel a function of automatic submission of the Offer with respect to:

16.4.1 comfort bidding, in accordance with point 16.2, subject to observance of the date of the first round of Auction for the daily Capacity product covered by the Offer begin,

16.4.2 rollover unsuccessful bidding, in accordance with point 16.3, subject to observance of the date of the first round of Auction for the within-day Capacity product covered by the Offer begin.

16.5 The Shipper shall receive an automatic notification with the information on the establishing or cancellation of the functionalities indicated in points 16.1 - 16.3.

16.6 The Offers submitted by the automatic submission of the Offers shall be deemed as submitted by the Platform User acting on behalf of the Shipper.

§ 17 Financial credibility of the Shipper

17.1 When this is a requirement of the TSO making the Capacity available in the Auction, submission of the binding Offer in the Auction may depend on Shipper's proving their financial credibility, determined according to the rules laid down by the respective TSO, in particular on the basis of the submitted financial securities.

17.2 The Offer which exceeds Shipper's financial credibility, determined in accordance with point 17.1, shall be rejected, about what the Shipper shall be immediately informed via the GSA.

§ 18 The Capacity conversion

18.1 The conversion of interruptible Capacity into firm Capacity.

18.1.1 If the TNC or other equivalent document of the TSO allows, a Shipper entitled to interruptible Capacity, together with the Offer submitted in the ascending clock Auction or uniform price Auction on the given point, may, via the GSA, submit an application to the TSO for exchange of the interruptible Capacity held by the Shipper into firm Capacity, within the scope covered by the given Offer.

18.1.2 If as a result of the Auction, the Capacity shall be allocated to the given Shipper, his application shall be accepted, unless the TNC or equivalent document of the TSO offering Capacity in the given Auction provides otherwise.

18.2 The conversion of unbundled Capacity into Bundled capacity.

18.2.1 If the TNC or other equivalent document of the TSO allows, a Shipper entitled to unbundled Capacity, together with the Offer submitted in the ascending clock Auction on the given point, may, via the GSA, inform the relevant TSO about the intention to exchange the unbundled Capacity held by the Shipper into Bundled capacity, within the scope covered by the given Offer.

§ 19 GSA Platform as an organised market place (OMP) for transactions on the secondary market

19.1 The GSA Platform is an organised market place (OMP) as defined in Art. 2 point 4 of the Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8 (2) and Article 8 (6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (“REMIT Implementing Regulation”).

19.2 The reporting obligations on the market participants pursuant to Article 8 of the REMIT and Article 6 point 1 of the REMIT Implementing Regulation may be fulfilled through the organised market place, i.e. GSA Platform. Upon the request of the Shipper, the GSA Operator offers an agreement regarding reporting of the information in order to enable market participants to fulfil the above obligations.

19.3 The GSA Platform Users are obliged to respect the REMIT provisions, including the provisions contained in Article 3 and Article 5 of the REMIT.

19.4 Pursuant to Article 15 of the REMIT, the GSA Operator shall monitor the market and notify any potential breaches of the REMIT to national regulatory authority, including breaches of the provisions contained in Article 3 and Article 5 of the REMIT.

f OTHER PROVISIONS

§ 20 Obligations of the TSO and Shipper in relation to the use of GSA

20.1 The TSO and Shipper and relevant Platform Users shall act carefully and reasonably and avoid activities that may directly and/or indirectly cause damage or reduction of GSA effectiveness or efficiency, in particular shall undertake any actions which will aim to protect the GSA from an attack, including, without limitation, spams, viruses, violent coercion, Trojan horses, service refusal attacks, ping of death attacks, sniffing and spoofing, and glossary attacks.

20.2 Notwithstanding the provisions of point 10.6, the Shipper and its Platform Users shall not interfere in the Auction, for example, by using the second account or a third party or artificially increasing of the prices as a result of bidding against themselves. The Shipper and its Platform Users shall not manipulate with Auctions by ghost bidding (i.e. by using sniper tools), using partners to outbid the price or playing several roles within one Auction.

20.3 Should the above rules be violated, § 24 - § 25 shall apply.

20.4 The TSO and Shipper shall cooperate with the GSA Operator as necessary to provide accurate Services and, in particular, immediately notify the GSA Operator by email of the discovery of any irregularities in GSA operation or of a threat of situations referred to in 20.1 or 20.2.

20.5 All actions taken by the TSO and Shipper and respectively its Platform Users on GSA or towards the GSA shall comply with these Rules, Regulations for the processing of personal data, applicable legal regulations and good habits.

§ 21 GSA availability

21.1 The right to use GSA and GSA functions shall exist only within the existing technological state and GSA technological availability, including the combined TSO systems. The GSA Operator may limit or eliminate the right to use GSA on a temporary basis if it is necessary to guarantee server safety and integrity or take up technical measures to improve or maintain services. The GSA Operator shall notify the Shippers with appropriate advance about the planned exclusion or limitation availability of the GSA caused by works aimed at improving or maintaining services

21.2 The right to use GSA may be temporarily limited or excluded in case of unexpected disturbances or technical difficulties, like, in particular, power supply failure or hardware or system errors. The GSA Operator shall notify Shippers that are affected by the above and immediately take all economically reasonable actions to remove disturbances or technical difficulties and recover GSA accessibility as soon as possible. This shall be without prejudice to § 27 .

21.3 Upon a written request submitted by the TSO making available his Capacity in the Auction or upon a demand issued by a relevant authority, the GSA Operator may stop or cancel the given Auction. The GSA Operator shall notify Shippers that are affected by the above.

21.4 Should the right to use GSA be limited or eliminated in accordance with point 21.2 or 21.3 above, all pending procedures may be interrupted or cancelled. The procedures which were interrupted or cancelled due to the circumstances defined in point 21.2 or 21.3 as far as possible and in line with the decision of the relevant TSO/TSOs shall be resumed or repeated later, provided that the Capacity product, which was covered by the interrupted or cancelled procedure, has not yet started. If a procedure is resumed or repeated, the Shipper shall be notified thereof electronically via GSA in due advance.

§ 22 GSA security

22.1 The Platform User must not use an accounts of other Platform Users and make its account available to other persons.

22.2 The TSO and Shipper shall guarantee that:

- 22.2.1 the Platform User name (login) and password to the GSA account are not given or made available to and are protected against unauthorized use by third persons;
 - 22.2.2 one password and one Platform User name (login) are assigned only to one Platform User, and
 - 22.2.3 a computer or a workstation is not left unattended or without control after the Platform User logs in GSA.
- 22.3 The TSO and Shipper shall immediately notify the GSA Operator of any reasonable suspicion that a password and a Platform User name (login) have been made available to an unauthorized third person.

§ 23 Term and termination of the Agreement for the use of the GSA

- 23.1 The Agreement for the use of the GSA shall be executed for an indefinite time.
- 23.2 Notwithstanding the provisions of point 4.6, the Shipper shall have the right to terminate the Agreement for the use of the GSA forthwith any time.
- 23.3 A termination notice shall be submitted in writing. Otherwise, it shall be deemed to be invalid.
- 23.4 The GSA Operator may terminate the Agreement for the use of the GSA only in circumstances specified in point 23.5 and § 25.
- 23.5 The moment all accounts of the Platform Users of a given Shipper are deleted, the Agreement for the use of the GSA shall be deemed to be terminated by the GSA Operator with immediate effect. Such termination does not require a written form.
- 23.6 The termination of the Agreement for the use of the GSA shall be without prejudice to binding Offers that have been sufficiently submitted by the Shipper before the termination of the Agreement for the use of the GSA.

§ 24 Accounts locking and deactivation of Platform User account and deactivation of the Shipper.

- 24.1 Each TSO and Shipper is obliged to verify on a constant basis, that respectively TSO or Shipper and each of its Platform Users:
 - 24.1.1 use a GSA Platform in accordance with the conditions set out in the Agreement for the use of the GSA,
 - 24.1.2 complies with all the requirements of the given TSO for buying the Capacity on the GSA established in its TNC or other relevant documents, notified to the Shipper according to paragraph § 6 hereof.
- 24.2 The Platform User's account locking.
 - 24.2.1 Each Platform User acting as Organisation Administrator of the relevant respectively TSO or Shipper has a right to lock and delete the Platform User's

account of the relevant respectively TSO or Shipper in according to the point 5.11

24.2.2 The Platform Users accounts may also be locked by GSA Operator on request of the Platform User having the Organisation Administrator status

24.2.3 If it is necessary to lock the account of a Platform User who has Organisation Administrator status of the relevant respectively TSO or Shipper, such request should be directed to the GSA Operator by the relevant TSO or Shipper.

24.2.4 An account locking disables the use of all functionalities of a given account by the Platform User without a necessity to deactivate such a Platform User's account.

24.2.5 A request indicated in point 24.2.12 and 24.2.3 shall be sent by an e-mail to the following address: aukcje@gsaplatform.eu.

24.2.6 The GSA Operator reserves the right to lock the account of the Platform User who breaks the conditions of using the GSA Platform indicated in point 24.1.1.

24.2.7 In case of the account's locking in accordance with point 24.2.6 the GSA Operator shall notify a relevant TSO or Shipper of an account's locking together with its reasons and determines with the relevant TSO or Shipper further proceedings in this matter.

24.3 Deactivation of the Shipper's or Platform User's account.

24.3.1 If the TSO finds that a Shipper and/or Platform User no longer fulfils all of the necessary requirements according to point 24.1.2, the TSO shall inform the GSA Operator about withdrawing the approval for a given Shipper and/or Platform User. The GSA Operator shall have the right to deactivate the Shipper and/or Platform User with regard to any relevant TSO only if the approval of a given Shipper and/or Platform User is withdrawn by a relevant TSO that has approved a given Shipper and/or Platform User in accordance with § 6 subject to points 24.3.2 - 24.3.3.

24.3.2 If there is any evidence or basis to believe that the Platform User has grossly violated Rules indicated in point 24.1.1, the GSA Operator may deactivate the Platform User's account. In such an event, the GSA Operator shall take into account interests of all other Platform Users, relevant Shipper and all other Shippers.

24.3.3 Deactivation of the Platform User account may also be initiated on the request of the Shipper which the given Platform User represented. A request may be submitted electronically together with the scan of the documents confirming the rights of the applicant to represent the Shipper and shall be sent to the following address: aukcje@gsaplatform.eu. Point 5.14 shall apply respectively.

24.3.4 In the event the Platform User's account is deactivated, subject to point 24.3.6, the Platform User may not register with GSA or use another account.

- 24.3.5 The GSA Operator shall immediately electronically notify the Platform User and its Shipper about the deactivation of the Shipper's account or a given Platform User's account in accordance with points 24.3.1 - 24.3.3.
- 24.3.6 In the event the Platform User's account deactivation in accordance with point 24.3.2 the GSA Operator may reactivate such a Platform User provided that if the Shipper submits a written statement to the GSA Operator, that internal procedures that ensure that the Platform User will obey the rules defined in point 24.1.1 these Rules, have been implemented.
- 24.3.7 If the reactivated Platform User's account in accordance with point 24.3.6 is deactivated again in accordance with point 24.3.2, the GSA Operator shall have the right to decline another reactivation of this Platform User (liquidation of the Platform User's account).
- 24.4 For a repeated approval of a given Shipper and/or Platform User by a given TSO, it is necessary to repeat the procedure described in § 6.
- 24.5 The Platform User's account locking in accordance with point 24.2 or deactivation of the Platform User's account in accordance with point 24.3 shall come into force forthwith and means that such Platform User is no longer entitled to take any actions on the GSA.
- 24.6 Deactivation of the Shipper in accordance with point 24.3.1 come into force forthwith. The GSA Operator shall immediately electronically notify the Shipper and its Platform Users about the deactivation of the Shipper. Deactivation of the Shipper means that all of its Platform Users are no longer entitled to take any actions on the GSA within the scope of the deactivation.

§ 25 Termination of the Agreement for the use of the GSA by the GSA Operator

- 25.1 The GSA Operator may terminate the Agreement for the use of the GSA forthwith in case of:
- 25.1.1 gross violation of the Agreement for the use of the GSA provisions by the Shipper;
 - 25.1.2 any measures that may jeopardise the proper functioning of the GSA taken by the Shipper;
 - 25.1.3 the Shipper does not ensure that its Platform Users are comply with all rights and obligations under the Agreement for the use of the GSA;
 - 25.1.4 a Shipper's bankruptcy, liquidation or dissolution is filed;
 - 25.1.5 receiving a decision of a competent authority that the Shipper has misused or committed a fraud in relation to the allocation of Capacities at one of Entry/Exit Points or Interconnection Points, including a request to exclude the Shipper from GSA
- 25.2 Prior to the termination of the Agreement for the use of the GSA in accordance with the point 25.1, the GSA Operator shall notify the Shipper electronically via GSA any violation of the Agreement for the use of the GSA provisions and an obligation

to repair such violation or obey the Agreement for the use of the GSA provisions. The notice shall specify:

- 25.2.1 the violation of the Agreement for the use of the GSA provisions, and
 - 25.2.2 necessary actions that the Shipper should take up, and
 - 25.2.3 the period of at least fourteen (14) calendar days of the notice receipt during which the above actions must be carried out.
- 25.3 The Shipper shall have the right to explain reasons for notification and, for such a purpose, request by email that the GSA Operator holds a meeting. The meeting shall be attended by a relevant TSO.
- 25.4 Subject to arrangements made at the meeting, if the Shipper fails to take up suggested actions to repair the situation within the defined period, the GSA Operator shall be entitled to terminate the Agreement for the use of the GSA concluded with that Shipper with immediate effect. A decision to terminate the Agreement for the use of the GSA shall be made within seven (7) to fourteen (14) calendar days of the end of the period defined in the notice. The GSA Operator shall notify the Shipper of its decision by registered mail with reverse receipt requested. Having submitted the termination notice, the GSA Operator shall liquidate the Shipper's profile and accounts of its Platform Users.
- 25.5 The notice of the termination of the Agreement for the use of the GSA shall define reasons for termination as well as the date on which the Agreement for the use of the GSA shall be terminated.
- 25.6 The GSA Operator shall notify a relevant TSO by registered mail with reverse receipt requested of the termination of the Agreement for the use of the GSA with the Shipper to enable TSO to fulfil its information obligations towards competent authorities, under the provisions of binding legal regulations. The correspondence shall be supplemented with the copy of the notices delivered to the Shipper.
- 25.7 Upon of the termination of the Agreement for the use of the GSA comes into force the GSA Operator shall liquidate the Shipper's profile and accounts of all its Platform Users.

§ 26 Complaints

- 26.1 The Shipper may complain if Services provided under GSA are not performed in accordance with the Agreement for the use of the GSA provisions.
- 26.2 The complaint may be submitted electronically in a contact form or via e-mail to the following address: aukcje@gsaplatform.eu or in writing to the registered office of the GSA Operator. The complaint shall include the Shipper's data and the description of reservations.
- 26.3 The GSA Operator shall review the complaint within 14 (fourteen) Business Days of the receipt thereof. The GSA Operator may, however, refuse to review the

complaint that is submitted after 90 (ninety) Business Days of the occurrence of reasons thereof.

26.4 The response to the complaint shall be sent to the email address from which the complaint was sent and to the email of Platform User acting on behalf of the Shipper entitled to manage the data on the GSA.

§ 27 Liability and warranty

27.1 The GSA Operator shall make the GSA available in accordance with the terms described in the Agreement for the use of the GSA.

27.2 The GSA Operator shall be liable neither for the behavior of Shippers, Platform Users and ISO's under GSA nor for consequences of their actions that do not comply with the in the Agreement for the use of the GSA provisions. The GSA Operator shall not be, in particular, liable for the truth and reliability of information given via GSA by Shippers, Platform Users and ISO's, ISO's ability to provide Capacities via GSA, and the solvency of Platform Users that order Capacities under Auctions. The GSA Operator shall not be liable for executing and performing transmission agreements between ISO and the Shipper to the extent of Capacities ordered and, in particular, for any failure to execute a transmission agreement with the Shipper in spite of the submission of the binding Offer under the Auction.

27.3 The liability of the GSA Operator for non-performance or improper performance of the Agreement for the use of the GSA shall be limited to the foreseeable direct loss suffered due to the breach of essential duties of the GSA Operator.

27.4 The parties to the Agreement for the use of the GSA shall be liable for any damage caused to a third person, damage to a person and body injuries in accordance with the general terms and conditions of the Civil Code.

27.5 In accordance with the rules described in § 27, the parties to the Agreement for the use of the GSA shall be liable for damages arising from non-fulfilment or inadequate fulfilment of Agreement for the use of the GSA obligations by representatives of a given party.

§ 28 Force Majeure

28.1 Force Majeure shall mean any event that results from circumstances being beyond the control of the parties and not caused through their fault, which may not be foreseen or avoided (or avoided on time) with due diligence and the use of technologically and economically reasonable measures, which prevents, temporarily or permanently, the fulfilment of contractual obligations. Such events shall include in particular, but not only: natural calamities, epidemiological threats, terrorist attacks, power supply or communication breaks, lawful strikes and legal regulations or actions ordered by institutions, government agencies or courts (whether legal or not).

28.2 In the event of Force Majeure, a party invoking Force Majeure shall be exempted from its obligations affected by Force Majeure during the whole term

thereof. In such an event, the other party shall be exempted from its contractual obligations as long as the party affected by Force Majeure is not able to fulfil its contractual obligations.

28.3 The party affected by Force Majeure shall immediately notify the other party of the reason and expected duration of Force Majeure. The party affected by Force Majeure shall use all efforts with the use of all technologically and economically reasonable measures to resume its contractual obligations as soon as possible.

28.4 If to fulfil its contractual obligations, either party uses a third person and such a third person is exposed to a Force Majeure event or another situation referred to in 28.1, such an event shall be deemed to be Force Majeure affecting the party.

§ 29 Confidentiality

29.1 Without prejudice to § 7 - § 8, the parties to the Agreement for the use of the GSA agree to treat as confidential, subject to 29.3, all information received thereunder and in connection with the use of GSA (hereinafter referred to as "Confidential Information") and not to disclose such information to third persons unless relevant parties to the Agreement for the use of the GSA have given their prior written consent to such disclosure. Any information already known to the parties to the Agreement for the use of the GSA that receive such information shall not be deemed to be confidential as of their acquisition.

29.2 The parties to the Agreement for the use of the GSA shall use Confidential Information exclusively for the purpose of the Agreement for the use of the GSA.

29.3 The parties to the Agreement for the use of the GSA shall have the right to disclose Confidential Information received from the other party without the other party's prior written notice in the following circumstances:

29.3.1 to their related entities within the meaning of Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits annual accounts and consolidated accounts, provided that such disclosure is required by the disclosing party to accurately fulfil its obligations under the Agreement for the use of the GSA; in such an event, the disclosing party shall ensure that its related entities will treat any information received as confidential;

29.3.2 to their representatives, advisers, banks and insurance agencies if necessary to duly perform agreements and provided that such persons, companies or agencies have undertaken to treat any information received as confidential or are obliged by law to keep it confidential on the basis of their profession or

29.3.3 third person to the extent to which Confidential Information:

29.3.3.1 is already publicly available or has been made available to the public in a way that is not affected by actions carried out by receiving parties to the Agreement for the use of the GSA; or

29.3.3.2 must be disclosed by TSO and/or parties to the Agreement for the use of the GSA by law or on the basis of a regulator's inquiry. In such

an event, the parties to the Agreement for the use of the GSA which disclose the information shall immediately notify the other parties.

29.4 The confidentiality obligations expire five (5) years of the termination of the Agreement for the use of the GSA.

29.5 This shall be without prejudice to Art. 16 of the Directive 2009/73/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in natural gas and national regulations enforced thereunder.

29.6 This shall be without prejudice to the REMIT and REMIT Implementing Regulation provisions enforced thereunder.

§ 30 Amendments to the Agreement for the use of the GSA

30.1 The GSA Operator reserves the right to unilaterally change the scope and content of the Agreement for the use of the GSA in particular:

30.1.1 if it is necessary to fulfil the requirements of applicable regulations and/or lawful decisions or orders issued by courts or national or international authorities (e.g. decisions of a competent regulator),

30.1.2 due to the development of the GSA and new technical requirements,

30.1.3 due to operational needs of the GSA.

30.2 The Shippers shall be immediately informed electronically via GSA about all consolidated modifications or amendments. If the Shipper does not accept amendments to the Agreement for the use of the GSA, it may terminate the Agreement for the use of the GSA in accordance with point 23.2 hereof. Such termination shall be without prejudice to binding Offers that have been submitted by the Shipper before the termination of the Agreement for the use of the GSA.

§ 31 Jurisdiction and governing law

31.1 The Agreement for the use of the GSA shall be governed by the Polish law, including, in particular, the Civil Code and the electronic service provision act of 18 July 2002 (Journal of Laws No. 2020.344).

31.2 All disputes arising from or connected with the Agreement for the use of the GSA shall be resolved by the court of general jurisdiction for GSA Platform.

§ 32 Language and severability

32.1 Only and exclusively the Polish versions of these Rules shall be in force. Any other language versions are prepared only for information. In the case of discrepancies between language versions of the above-mentioned rules, the Polish versions shall prevail.

32.2 If any of provisions hereof is or becomes ineffective or unenforceable, this shall be without prejudice to the remaining part of these Rules. If any of provisions is found invalid or unenforceable, such an invalid or unenforceable provision shall be

replaced with a valid and enforceable regulation that reflects the economic intention of the original provision to the biggest extent. The same shall apply to all gaps found herein.