



Capacity Booking Platform Regulation

Operational Rules of the Regional Booking Platform

Version 1.10.

Applicable from 1 September 2024

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Preamble

The Regional Booking Platform (hereinafter: RBP), as Capacity Booking Platform is an electronic capacity trading platform operated by FGSZ Natural Gas Transmission Private Company Limited by Shares (hereinafter: FGSZ Ltd). FGSZ Ltd. is a licenced independent transmission system operator according to the Law XL of 2008 on Natural Gas Supply. The Operational Rules of the Regional Booking Platform as Capacity Booking Platform Regulation (hereinafter Operational Rules) contains the rules and processes of capacity booking and capacity auctions, the terms and conditions of network user participation, the terms and conditions of contracting, and describes the capacity products and the framework of the financial guarantees regarding the Network User Members. Annex I. of the Operational Rules ([Network User Membership Agreement](#)) contains the rights and obligations of the contracting parties.

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

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

1. Definitions

Terms and definitions used herein shall be interpreted in the meaning of the Directive 73/2009/EC, the Regulation 715/2009/EC and the Commission Regulation (EU) 2017/459. These terms and definitions used herein refer particularly to the present Operational Rules, including Annex I.

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

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

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

Assignment – secondary market transaction type. The sale of capacity already committed but not yet used, where the Buyer Network User Member replaces the Seller Network User Member in the concerning contract, subject to the approval of the System Operator Member, and the rights and obligations arising from the contract after the transfer shall be vested in the Buyer Network User Member with effect from the date of the transfer. A transfer may take place if such a transaction is possible under the standard primary market contract with the relevant System Operator Member.

Auction Calendar – shall mean the table continuously displaying basic information related to the scheduling of capacity auctions, including announcement dates, starting dates and capacity

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products to which they apply, published by the RBP Operator based on the request and data provision of the System Operator Member(s).

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

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

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

Auction Result Confirmation – shall mean a digitally signed confirmation sent from the RBP Operator to the Network User Member(s) and System Operator Member(s) about the establishment of a contractual relationship between the Network User Member(s) and System Operator Member(s).

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

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

Bid limit – a value expressed as a percentage of the relevant System Operator Member's own offered capacity that uniformly determines the maximum amount of capacity Network User Members can bid for in a given auction.

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

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

CAM NC – shall mean the 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.

Capacity conversion – shall mean the conversion of unbundled standard capacity product to bundled standard capacity product according to the (3) 21. of CAM NC.

Capacity sublet – shall mean a secondary capacity transaction, in which the owner of the primary capacity („offeror”) partially or entirely assigns the right to use capacity if approved by the System Operator Member, during which the offeror retains all contractual rights and obligations related to

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the capacity usage towards the transmission system operator. Within this context, the third party effectively using the assigned capacity is not in legal relationship with the transmission system operator and is not liable against the transmission system operator; the offeror guarantees the performance instead of the third party. The usage right of the capacity and the capacity contract is not transferred in the legal relationship of the transmission system operator and the offeror, the offeror retains such right and contract. In the case of a capacity sublet, the right of nomination is reserved to the offeror.

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

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

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

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

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

First editing (publishing) deadline – shall mean the deadline specific to each capacity product at which the RBP Operator automatically publishes the basic parameters of the relevant capacity product as uploaded by the System Operator to the RBP Application. The first editing (publishing) deadline regarding certain capacity types is defined in Article 4.

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

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

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

Linepack Flexibility Service (LPFS) – A BAL NC Chapter IX Flexibility Service (LPFS) provided by TSO Members from their natural gas transmission pipeline inventory that is provided by TSO Members through a change in pipeline natural gas inventory that is available in their natural gas transmission

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systems and that, in the TSO Members' judgment, is not necessary to carry out their natural gas transportation responsibilities during a given period of time, and that improves the Network Users' balancing position.

LPFS proportion – the percentage of the Network User Member's imbalance position, determined per TSO, that the Network User Member requires as flexibility service for the given gas day (day D) in order to correct it.

LPFS limit – The maximum amount of LPFS service that a TSO Member can allocate per System User.

LNG Capacity Auction – an auction in which the Network User Member may bid for the requested quantities of LNG Capacity offered by the LSO Member.

LSO Member – an LNG terminal system operator registered on the RBP for the purpose of offering LNG terminal capacity to be allocated on the RBP and for the purpose of concluding the relevant contracts and other services.

Negative Imbalance Unit Fee – the unit price set by the TSO Member for the Network User Members using the LPFS service that had a negative imbalance on Gas Day D-1.

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

Offered Flexibility Service Quantity – the amount of gas offered on the given gas day by the TSO member from its pipeline inventory on a given day to provide flexibility service (LPFS).

Parent Auction – a storage auction that covers a longer time interval and in which the capacity allocated determines the total capacity that can be allocated by Network User Members in each shorter time interval auction within that time interval.

Positive Imbalance Unit Fee – the unit price set by the TSO Member for the Network User Members using the LPFS service that had a positive imbalance on Gas Day D-1.

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

Regional Booking Platform (RBP) – shall mean the electronic capacity trading platform which is a capacity booking platform complying with Law No. XL of 2008 on Natural Gas Supply and CAM NC. The RBP Application and RBP Portal jointly constitute the Regional Booking Platform.

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

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

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

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

Reserve price – shall mean the lowest price acceptable in the auction on the basis of the national regulation on the System Operator Member. In a Combined ascending-descending auction algorithm, the clearing price may be lower than the reserve price.

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

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

SSO Member – storage system operator allocating and contracting capacities via RBP and using other offered services.

Storage Capacity Auction – an auction in which the Network User Member may bid for the requested quantities of Storage Capacity offered by the SSO Member.

Sum Entry Quantity – the total allocated entry quantity of the given Network User Member into the system of the given System Operator Member for the previous Gas Day.

Sum Exit Quantity – total allocated exit quantity of a given Network User Member for the previous Gas Day from the system of that System Operator Member.

System Operator Member – TSO Member, SSO Member or LSO Member as defined in these Rules.

Transfer of Use – a type of secondary market transaction. The transfer of the right to use capacity from one Network User Member to another Network User Member, where such a transaction is possible under the standard primary market contract with that System Operator Member. In case of Transfer of use the right of nomination shall be granted to the receiving Network User Member.

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

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

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

2. General Provisions

2.1. Contractual Relationship and Binding Nature

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

2.2. Operation of the Regional Booking Platform

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

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

2.3. Legal Framework

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

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

2.4. Principles of Capacity Bundling

In case of bundled capacity products, RBP implements the concept of 'product bundling.'

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

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

2.5. Language of Operation and Communication

2.5.1. Official language of RBP

The official language of RBP is English and Hungarian.

The [RBP Application](#) and [RBP Portal](#) may be enabled to be accessible in any further languages. If a System Operator Member would like to access RBP in a further language, this is possible following the development and change request protocol of the System Operator Membership Agreement.

2.5.2. Language of RBP Operational Rules

Regarding System Operator Members with a registered seat outside of Hungary, the English version of the Operational Rules published by the RBP Operator shall be applicable.

2.6. Customer Service

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

RBP Operator provides a [User Manual](#) for the Regional Booking Platform on the RBP Portal. The RBP Operator provides the System Operator User Manual directly to its System Operator Members.

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

2.7. Secure Operation

The RBP Operator shall be obliged to operate hot back-up systems and to apply an adequate Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP).

System Operator Members shall be obliged to inform the RBP Operator about all technical questions and complaints without undue delay via the [ticketing tool](#) that might serve the improvement of the operation and administration of the processes of RBP.

2.8. Governance between the RBP Operator and the System Operator Members

The RBP Operator shall operate the RBP Working Group – supported by an electronic information exchange platform – to foster information exchange on RBP-related issues, especially on the functional development of the RBP and the periodic review of the Operational Rules. The RBP Operator provides the guidelines on governance directly to its System Operator Members.

3. Services of the Regional Booking Platform

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

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

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

Network Users shall be able to obtain such capacities via auctions as defined in the CAM NC or by other capacity allocation mechanisms.

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

RBP offers the possibility to allocate non-standard capacity products according to the CAM NC and beyond CAM NC as well.

3.3. Incremental Capacity Allocation

3.3.1. Incremental Capacity Auctions

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

3.3.2. Open Season Capacity Product

RBP offers the possibility to allocate Open Season capacity product.

3.4. Bilateral Capacity Trade

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

3.5. Anonymous Secondary Capacity Market

The anonymous marketplace cleared by an external clearing house for secondary capacity trading is available through the RBP as well, detailed in Article 22.

3.6. Surrender of Booked Capacity

RBP offers the possibility to Network User Members to surrender their booked bundled and unbundled capacities according to CMP GL, detailed in Article 16.

3.7. Capacity Buyback Auction

RBP offers the possibility for the TSO Member to call daily or within-day a buyback auction in case the TSO Member applies the CMP measure of oversubscription and buyback, detailed in Article 17.

3.8. Auction regarding competing capacity product

RBP offers the possibility to auctions of competing capacity products in accordance with the agreement of the TSO Members, detailed in Article 18.

3.9. Comfort Bidding

RBP offers the possibility to Network User Members to upload bids for future ascending clock, uniform price and pro rata capacity allocation procedures as pre-defined by the Network User Member, detailed in Article 19.

3.10. REMIT Data Services

The RBP Operator as a Registered Reporting Mechanism (RRM) approved by ACER offers the possibility to TSO Members and Network User Members to download their primary and secondary capacity transactions in the required xml format accepted by the ARIS database of ACER and report it through the RBP Operator as an approved RRM. Network User Members are required to sign [Annex II. of the Network User Membership Agreement](#) in order to be able to use the REMIT Data Services regarding the secondary market transactions performed on RBP.

3.11. Data Exchange

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

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

3.12. Urgent Market Messages

RBP offers the possibility for the TSOs to publish Urgent Market Messages (UMM).

Information on planned or unplanned unavailability of all or any of the services offered by RBP shall be announced by the RBP Operator on the RBP Portal in the [UMM section](#) and sent via email.

Such messages can be published by the RBP Operator or the System Operator Members.

3.13. Route products

RBP offers the possibility to book capacities within a route product, as detailed in Article 23.

3.14. Storage and LNG terminal Capacity Allocation

RBP offers the possibility to allocate storage and LNG terminal capacity products.

3.15. LPFS Linepack Flexibility Service

RBP offers the possibility for System Operator Members to allocate the offered flexibility service to Network User Members as an LPFS flexibility service product.

3.16. Other Services

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

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

Step	What?	Who?	When?	How?
1/a	Becoming System Operator Member of RBP	Applicant System Operator s and RBP Operator	Anytime	Offline (paper-based contract)
1/b	Becoming Network User Member of RBP	Applicant Network Users and RBP Operator	Anytime	Starting registration on RBP Portal
2	Entity setup	RBP Operator	Upon the successful accession of Applicant System Operator s and Applicant Network Users	Online on RBP Application
3	Setup of Auction Calendar	RBP Operator	Anytime based upon the relevant information provided by the System Operator	Online on RBP Application
4	Creating Auctions	RBP Operator	After the provision of the Auction Calendar	Online on RBP Application
5/a	First editing (publishing) deadline – expressed in time before the start of the auction	System Operator Members	In case of TSO Members: In case of yearly capacities : 1 month (firm), 1 week (interruptible) In case of quarterly capacities : 2 weeks (firm) and 1 week (interruptible) In case of monthly capacities : 1 week (firm and interruptible) In case of daily capacities : 80 minutes (firm), 8 minutes (interruptible) In case of within-day capacities : 10 minutes (firm), 8 minutes (interruptible) In case of SSO/LSO members these deadlines are optional	Online on RBP Application
5/b	Capacity bundling	RBP Operator	Immediately upon the expiry of the above deadlines (for bundled capacities only)	Online on RBP Application
5/c	Second (final auction parameter) editing deadline – expressed in time before the start of the auction	System Operator Members	In case of TSO Members: In case of yearly capacities : 65 minutes (firm), 5 minutes (interruptible) In case of quarterly capacities : 65 minutes (firm), 5 minutes (interruptible) In case of monthly capacities : 65 minutes (firm), 5 minutes (interruptible) In case of daily capacities : 8 minutes (firm), 3 (interruptible) In case of within-day capacities : 6 minutes (firm), 3 (interruptible) In case of SSO/LSO members these deadlines are optional	Online on RBP Application
6/a	Auction execution	RBP Operator	Starting date: according to the auction calendar Internal timing: according to CAM NC timings (In case of non-standard capacity products, both starting dates and the internal timing of the capacity auctions may deviate from the CAM NC rules)	Online on RBP Application
6/b	Bidding	Network User Members	According to CAM NC timings (In case of non-standard capacity products, they may deviate from the CAM NC rules)	Online on RBP Application
7/a	Establishing contractual relationship	Between System Operator Members and Network User Members	Upon the closure of the auction via the Auction Result Confirmation	Online on RBP Application
7/b	Contract management	System Operator Members and Network User Members	According to the internal rules of the System Operator Members / Network User Members	

Deadlines defined in the table are published only for informative purposes; they may be modified according to the agreement between the System Operator Members and the RBP Operator, of which the Network User Members will be informed separately in the RBP Application / Auction Calendar.

5. Accession to and Membership of RBP

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

The RBP membership shall not be transferrable or assignable.

5.1. General Information about Network User Registration

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

The secure area of RBP can be accessed using electronic certificates issued by a trusted provider or multifactor authentication based on a power of attorney duly signed by the Network User Applicant. The access is personalized and is related to natural person representing the Applicant Network User. As neither System Operator Members, nor the RBP Operator are trusted providers, in case of using electronic certificates, the Applicant Network Users are required to acquire electronic certificate(s) from trusted providers in order to be able to submit a completed Network User Registration Form.

On the RBP Portal, only duly completed Registration Form can be saved. The RBP Operator shall notify immediately the Applicant if any questions arise relating to the registration process. The Registration shall become effective based on the signature and submission of the Network User Membership Agreement. The RBP Operator is not verifying whether an Applicant Network User or a registered Network User Member is eligible to book capacities in any network point accessible via the Regional Booking Platform. Such verification shall be carried out solely by the relevant System Operator Member(s).

For the sake of clarity, the RBP Operator does not grant to the Applicant Network User or to a registered Network User Member access to the System Operator Member(s)' auctions. Network User Members' participation on any auction depends solely on the respective System Operator Member's approval.

5.2. Network User Registration

The steps of the registration are as follows:

- i. Applicant Network Users shall submit their registration to the RBP Operator. The Network User Registration Form, including also the registration of the first user of the Network User, can be found on the RBP Portal (<https://ipnew.rbp.eu/RBP.eu>).
- ii. Incomplete or incorrectly filled-in form shall be automatically refused.
- iii. Applicant Network Users shall submit the duly signed Network User Membership Agreement on paper in 2 (two) copies or with electronic signature to support@rbp.eu.

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RBP Operator shall duly countersign – on paper or electronically - and send back one of the copies to the Applicant Network User. The Network User Membership Agreement can be found on RBP Portal (<https://ipnew.rbp.eu/RBP.eu>).

- iv. In line with the requirements of Article 9(4) of Regulation (EU) No 1227/2011, the market participants referred to in paragraph 1 of Article 9 of Regulation (EU) No 1227/2011 shall be registered with the national regulatory authority and present in the European Register of Market Participants prior to entering into a transaction which is required to be reported to the Agency in accordance with Article 8(1) of Regulation (EU) No 1227/2011. This provision is relevant for the access to EU TSO Members' services offered through RBP.

In line with the requirements of Article 10(2) of Regulation (EU) No 1348/2014 and ACER Decision 01-2012, the registration of the market participants in ACER CEREMP shall be supplemented by an EIC code and this code shall be used for REMIT reporting purposes. This provision is relevant for the access to EU TSO Members' services offered through RBP.

The Applicant Network User must provide its ACER code and the corresponding EIC code in the Network User Registration Form. Applications not supplied with an ACER code shall not be processed by the RBP Operator. This provision is relevant for the access to EU TSO Members' services offered through RBP.

Applications not supplied with an EIC (relevant for all applications inside or outside of the EU) or supplied by EIC code that does not correspond to the EIC of the applicant present in ACER CEREMP (relevant for applications inside the EU) shall not be processed by the RBP Operator.

- v. RBP Operator's address is:
- Postal address: FGSZ Zrt., Hungary 8600, Siófok, Tanácsház u. 5.
Attention: RBP Operation
 - E-mail address: support@rbp.eu
 - Phone: +36 70 938 7961
- vi. An Applicant Network User shall become Network User Member upon the confirmation of the receipt of the Network User Membership Agreement by the RBP Operator.
- vii. The RBP Operator shall publish the name of the Network User Members on the RBP Portal.
- viii. The RBP Operator shall inform the System Operator Member(s) operating the relevant network point(s) via e-mail about a Network User Member's accession to RBP. Network User Members' participation on any auction depends solely on the respective System Operator Member's approval.

5.3. System Operator Registration

- i. The RBP Operator and the System Operator Member(s) shall conclude the System Operator Membership Agreement. The System Operator Membership Agreement and its

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annexes detail the operational, technical and financial terms and conditions of RBP access. RBP Operator shall provide the draft System Operator Membership Agreement upon written request of the interested System Operator (s).

- ii. On optional basis, System Operator Members may conclude the Cooperation Agreement that shall mean an agreement on the allocation via RBP, of bundled or unbundled, firm or interruptible capacities at the TSO Members' joint interconnection point. Upon request, the RBP Operator may provide a sample Cooperation Agreement to the TSO Members.
- iii. The RBP Operator shall publish the name of the System Operator Members on the RBP Portal in the [section Members and IPs](#).

6. Accessing the RBP Application

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

6.1. Types of Access

Types of RBP Application access are the following:

- i. RBP application administrator role: allocated to the RBP Operator, with the right to create and manage (start, pause, close, cancel) auctions (read and write rights).
- ii. TSO Administrator role: allocated to TSO Members, with the right to set up, parameterize and follow capacity auctions and access static content relevant to the TSO Member on RBP and perform administrative tasks related to the Users of the TSO Member (read and write rights).
- iii. TSO Controller role: allocated to TSO Members, with the right to control the financial limit for the Network User Members, follow capacity auctions and access static content relevant to the TSO Member on RBP (read only rights).
- iv. Network User Administrator role: allocated to registered Network User Member, with the right to participate in capacity auctions and access static content relevant to the Network User Member on RBP. They are also responsible for the Network User Member's User administration, and Network User management (read and write, plus administrator rights).
- v. Network User Bidder role: allocated to registered Network User Members, with the right to participate in capacity auctions and access static content relevant to the Network User Member on RBP (read and write rights).

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- vi. Network User Controller role: allocated to registered Network Users, with the right to follow capacity auctions, where another representative of the Network User is a bidder, and access static content relevant to the Network User Member on RBP (read only rights).
- vii. Network User bilateral transactions role: allocated to registered Network Users, with the right to manage secondary market functions related to bilateral transactions.
- viii. Network User anonymous market transactions role: allocated to registered Network Users, with the right to manage secondary anonymous market transaction related functions.
- ix. Network User OSBB role: allocated to registered Network Users, with the right to manage functions related to buyback auctions.
- x. Network User Capacity Surrender role: allocated to registered Network Users, with the right to manage functions related to secondary market, capacity surrender transactions.

Access to public information on the RBP Portal is available without electronic certificate.

Upon accession the RBP Operator shall grant the requested Network User Administrator rights to the representative(s) of the Network User who are responsible for managing the users of the Network User Member.

Upon accession the RBP Operator shall grant the requested rights to the System Operator Administrator(s) of the System Operator Members.

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

6.2. Authentication and Event Logging

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

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

In case of any loss or abuse of any of its electronic certificates or multifactor authentication, System Operator Member or Network User Member shall immediately notify the RBP Operator about such event via registration of the incident in the ticketing tool or email to support@rbp.eu. The RBP Operator shall suspend the access rights of the relevant personal electronic certificate(s) and multifactor authentication immediately after receiving such request from the System Operator Member or Network User Member.

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

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

7. Technical Conditions of Accessing RBP

7.1. Certificate-based Access

The RBP can be accessed by using a certificate for electronic identification, issued by a trusted provider. Formal requirements and the manual on the [Use of Electronic Certificates of the Regional Booking Platform](#) are accessible on the RBP Portal.

7.2. Access via multifactor authentication

The RBP can be accessed by using MFA authentication. Guidelines for using MFA authentication is accessible on the RBP Portal. Multifactor authentication requires a mobile phone with an internet connection.

7.3. IT Requirements for System Operator Members and Network User Members

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

- disposal of an up-to-date computer,
- pdf reader,
- a common and up-to-date web browser (MS Edge or Google Chrome),
- MS Office application (or equivalent),
- MS Windows 10 or a higher version, or equivalent operation system,
- broadband Internet connection,
- 1920*1080 screen resolution (recommended).

7.4. Planned upgrade and maintenance of the Applied Technologies

The RBP Operator reserves the right to upgrade its applied hardware and software technologies. The RBP Operator shall notify on the RBP Application login screen and on the rbp.eu portal minimum 15 days prior to the changes of the applied hardware and software technologies and about the consequences affecting System Operator Members' and Network User Members' RBP access and usage.

Among the maintenance of the IT components managed and operated by the RBP Operator, the scope of this information includes modifications that may cause a change in the way the RBP Operator provides its services or a planned periodic (more than 5 minutes) loss of service.

Some examples are not exhaustive:

- Application version update;

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- Planned migration to an emergency centre;
- Changes to interfaces (SOAP, WSDL, etc.).

Changes that have no foreseeable impact on the way in which the System Operator Members and Network User Members can use the services provided by the RBP Operator are not included in the above. Nevertheless, the RBP Operator will inform its partners in these cases as well.

Some examples are not exhaustive:

- Firmware upgrades of hardware components that do not entail a loss of service in the service provided;
- Certificate replacements that do not result in a change in the use of the service provided by RBP Operator;
- Updates to application software components that do not result in a loss of service in the service provided.

In case of significant changes planned by the RBP Operator that would affect System Operator Members' and Network User Members' already established automated connection, the affected RBP members shall be duly informed within a time allowing them to prepare and perform the needed changes at their side (if needed) and preserve their compliance with the regulation requirements. The RBP Operator is entitled to perform maintenance on the RBP Application, during which the access to the RBP Application may be partially or completely restricted. This information shall be announced via RBP Portal under Events and the RBP Application's login screen also published annually on the RBP Portal for a period of 1 year in advance. The RBP Operator shall apply its best effort to select time slot(s) with the least significant impact on the business transactions and shall minimize the time necessary for carrying out maintenance activities. The RBP Operator is not liable for any damages caused by the partial or complete unavailability of the RBP Application during maintenance.

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

Terms and conditions of accessing a TSO Member's natural gas transmission network, accessing a SSO Member's natural gas storage network, and accessing a LSO Member's LNG terminals are governed by the national regulation and terms and conditions of the relevant System Operator Member.

8.1. Concluding Transactions on RBP

RBP enables System Operator Members to validate Network User Members to conclude commercial transactions in case these comply with the System Operator Member's eligibility criteria. Network User Members that do not comply with the national regulation of the given System Operator Member shall not participate in capacity auctions, secondary capacity and CMP transactions. A Network User Member's compliance with the relevant System Operator Member's national regulation and terms and conditions shall solely be assessed and validated by the relevant System Operator Member. Relevant national regulations shall be published by the System Operator Member on the System Operator Member's website (e.g. but not exclusively: network code, general terms and conditions, sample

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contracts etc.). The provision and accessibility of such documents is the sole responsibility of the System Operator Member.

The System Operator Member may explicitly require a legally binding declaration from the Network User Member for accepting its general terms and conditions or similar documents as defined by the System Operator Member. Such acceptance may be required from the Network User Member in case of the following transactions applicable to all communication channels (graphic user interface, Excel file, server-server connection):

- Bidding for primary capacity,
- Bidding for incremental capacity,
- Capacity conversion,
- Capacity upgrade,
- Bilateral secondary capacity market transaction,
- Anonymous secondary market transaction,
- Capacity surrender.

8.2. Network User Capacity Auction Validation by System Operator Members

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

8.2.1. Validation of Network User Members

System Operator Members shall verify and validate whether Network User Members are eligible network users on the System Operator Member's network according to the relevant national regulation and terms and conditions of the System Operator Member. Only such verified and successfully validated Network User Members shall be entitled to participate in capacity auctions, which the System Operator can set up until the second editing deadline.

8.2.2. Setting the Financial Limit

- i. System Operator Members shall set a financial limit according to the national regulations relevant to the System Operator Member, up to which the Network User is allowed to make bids. The financial limit shall be applied to all bids that were submitted to simultaneously running capacity auctions.
- ii. The System Operator Member determines the value (0 or higher) of the financial lock multiplier per capacity product applicable during each auction, including specific locks in case of incremental capacity auction.
- iii. In case of auctions in 'Active', 'Pending' or 'Waiting for Approval' status, the System Operator Member may lock the amount from the Network User's financial limit on the basis of the submitted bid(s). The amount to be locked shall be determined by multiplying the value of the bid submitted by the Network User Member (i.e. reserve price multiplied by the auction premium belonging to the given bidding round and the bid quantity) and the financial lock multiplier.

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In case of ascending clock auctions, in a large price step bidding round, the higher of the Network User's valid bids: bids submitted in the subsequent large price step bidding rounds or the bid submitted in the previous closed bidding round shall be locked. In a small price step bidding round, the higher of the Network User's valid bid: the bids submitted in the subsequent small price step bidding rounds or the bid submitted in the previous closed bidding round shall be locked.

In case of a uniform price auction, the total value of the Network User's bids (the value of maximum 10 bids in an auction) multiplied by the given financial lock multiplier shall be locked from the financial limit. If the sum of the capacities indicated in the Network User Member's bids submitted in an auction exceeds the amount of the capacity offered in the given auction, the bids shall be ranked in descending order on the basis of the auction premium, and those bids are locked the total value of which does not exceed the amount of the offered capacity.

In case of pro rata allocation procedure, the value of the bid multiplied by the given financial lock multiplier shall be locked.

Shall the monetary value to be locked exceed the Network User Member's granted financial limit, the given bid shall be automatically refused by the RBP Application.

- iv. The System Operator Member shall establish a separate financial limit for each and every Network User Member in the RBP Application. Both the System Operator Member and the Network User Member can transparently follow the evolution of the financial limit on the RBP Application, including the status and of locking and unlocking. Locks related to successful bids shall be released by the System Operator Members after the relevant auction is closed. Locks related to unsuccessful bids shall be released after the relevant auction is closed.

8.2.3. Setting the Capacity Limit

System Operator Members may optionally set a capacity limit according to their own national regulations based on CAM NC Article 2(6), relevant to each capacity auction, up to which each Network User is allowed to submit bids in the relevant auction.

9. Capacity Allocation Process

9.1. Setting Up the Auction Calendar

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

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

Without prejudice to the scheduled automatic publication of the capacity auctions, upon the expressed request of the System Operator Member, the RBP Operator shall publish the System Operator Member's Auction Calendar on the RBP Portal. After creating the auctions in accordance with Article 4, the RBP Operator enables the editing of the auction parameters for the System Operator Member(s).

9.2. Steps of the Auction Process

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

- Setting
- Set
- Pending
- Active
- PitStop (ascending clock auctions)
- Closed
- Cancelled
- Approved (incremental capacity auctions)
- Rejected (incremental capacity auctions)

9.2.1. Setting

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

- Offered capacity at the given network point,
- Reserve price,
- Large price step and the small price step (in case of ascending clock auction),
- Bid limitation (%) – optional,
- Auction notes ("additional text") – optional.

The above parameters can be edited by the System Operator Member(s) until the deadlines defined in Subarticle 5/a of Article 4 (first editing (publishing) deadline) or as agreed between the System Operator Member and the RBP Operator, considering a minimum technical lead time.

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

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

- a) matching the capacity available for bundling uploaded by the System Operator Members. If there is a difference between the uploaded data, the RBP Operator shall apply the lesser rule, and the difference of the uploaded capacity amounts is offered automatically as unbundled capacity in a separate auction on the RBP Application.

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- b) matching the large and small price step data uploaded by the System Operator Members.
- i. In case of capacity auctions where price steps are expressed as a percentage, if there is a difference between the uploaded data, the RBP Operator shall apply the lesser rule to the large price step.
 - ii. In case of capacity auctions where price steps are expressed as an absolute amount, the RBP Operator shall apply the sum of the price steps uploaded by the System Operator Members.

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

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

System Operator Members have the possibility to display additional information related to each specific network point on the RBP Portal.

9.2.2. Set

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

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

- Offered capacity at the given network point,
- Reserve price,
- Large price step and small price step (in case of ascending clock auction),
- Network User Members eligible to participate (appearing only in the RBP Application to the System Operator Members).

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

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

9.2.3. Pending

Auctions become 'Pending' following the expiry of the second editing deadline.

All capacity and tariff data of an auction being in 'Pending' status is displayed in the RBP Application's Auctions menu.

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

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Parameters of an auction in 'Pending' status cannot be edited any more.

Auctions being in the 'Pending' status are displayed in the RBP Application.

9.2.4. Active

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

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

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

9.2.5. PitStop

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

Auctions being in the 'PitStop' status are displayed both in the RBP Application and on the RBP Portal and email notification is sent as well.

9.2.6. Closed

An auction is 'Closed'

- a) with a valid result when, pursuant to the allocation methodology in Article 13, Article 14 or Article 20 a capacity allocation procedure was completed and capacity was allocated according to the results of the relevant capacity auction, or
- b) with an invalid, null and void result, when another auction starts for a part of the same service period:
 - i. the annual capacity auction for the given gas year is protracted until creating the auction for the first quarterly capacity product within the relevant gas year would start, or
 - ii. a quarterly capacity auction for a quarter is protracted until creating auction for the first monthly capacity product with a service period within the relevant quarter would start, or
 - iii. a monthly capacity auction is protracted until creating the auction for the first daily capacity product with a service period within the relevant month would start.

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

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

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

9.2.7. Cancelled

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

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

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

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

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

9.2.8. Approval

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

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

9.2.9. Rejected

The status of an incremental capacity auction becomes 'Rejected' when the relevant TSOs unanimously reject the relevant auction.

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

9.3. Automated creation of interruptible daily and within-day capacity auctions

A TSO Member setting may optimally enable the creation of interruptible daily and within-day capacity auctions in case the respective capacity auction for the firm capacity product is fully booked. In case this functionality is enabled, the TSO Member shall upload the auction parameters (capacity and tariff) to the newly created interruptible auctions.

10. Bidding Rules for Primary Capacity Allocation

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

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- i. Network User Members may bid manually in RBP's graphic interface (<https://ipnew.rbp.eu/RBP.eu>) by selecting the required capacity product and filling in the appropriate fields and finally saving the bid(s) when the auction status is 'Active.'
- ii. Network User Members may bid in Excel file using the corresponding Excel upload function.
- iii. Network User Members may bid via server-server connection. Such bidding is also possible using electronic certificates by the person authorised to represent the relevant Network User Member. Bids uploaded via server-server connection also constitute binding bids and have the legal effect as described in Article 12. vii) of the present Operational Rules.
- iv. Network User Members may place bids using the 'Comfort Bidding' function by defining the appropriate comfort product and its validity and giving the required capacity and price parameters before the auction is in the 'Active' status.
- v. A manually entered bid may be saved only if all required fields are filled in, the monetary value of the bid to be locked is within the Network User Member's financial limit and the volume of the capacity required complies with the volume rules described in Article 13 of the present Operational Rules. Incomplete or unsaved bids are technically refused by the RBP Application and such bids do not participate in the relevant capacity auction. Incomplete or unsaved bids are refused by the RBP Application; such bids do not participate in the given capacity auction.
- vi. Bids uploaded in Excel format or via server-server connection are automatically saved given that these pass the formal, financial limit validations of the RBP Application and the volume of the capacity required complies with the volume rules described in Article 13 of the present Operational Rules. If a bid uploaded these ways have a formal error or the monetary value to be locked is higher than the available financial limit of the given Network User Member, bids submitted in a batch will all be refused by the RBP Application.
- vii. Network User Members have the possibility to place bids, to withdraw them and to make corrections on the bids within the time frame of the auction round via their registered Network User bidders or Network User administrators (users with read and write rights).
- viii. In case of ascending clock auctions, Network User Members may enter quantity bids expressed in kWh/h, kWh/d, LNG unloading slot, Lot, Bundle, Piece, MWh, m3/h, m3/d, *1000 m3, m3, MWh/d, kWh, kWh/m to each large and small price step as pre-defined by TSO Members. A bid quantity must be a non-negative integer number.
- ix. Shall the small price step phase occur in an ascending clock auction after a first time undersell, the Network User Members' range of the bids for the small price step phase is limited by the quantities entered by the Network User Members for the large price steps defining the range of the small price steps.
- x. In case of uniform price auctions, Network User Members may enter quantity bids expressed in kWh/h, kWh/d, LNG unloading slot, Lot, Bundle, Piece, MWh, m3/h, m3/d,

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*1000 m3, m3, MWh/d, kWh, kWh/m. The price element of a bid means the auction premium on top of the reserve price.

- xi. In case of pro rata allocation, Network User Members may enter quantity bids expressed in kWh/h, kWh/d, LNG unloading slot, Lot, Bundle, Piece, MWh, m3/h, m3/d, *1000 m3, m3, MWh/d, kWh, kWh/m.
- xii. Network User Members may bid with multiple representatives on multiple auctions in RBP at the same time.
- xiii. Network User Members may also bid on one specific auction with multiple representatives. Such bids shall be taken into account collectively per Network User Member according to the relevant auction algorithm.
- xiv. Network User Members shall not be allowed to enter an ascending clock auction as a new participant after the first round of it has been closed.
- xv. Network User Members' bid(s) become legally binding if a valid bid is saved at the time of the closure of each 'Active' auction round in case of an ascending clock auction and at the time of the closure of the auction in case of ascending clock and uniform price auctions and pro rata allocations with a valid result. After such saving and closure of the 'Active' auction rounds that of the auctions there is no more possibility to make modifications or withdraw the bids.
- xvi. Network User Members shall be allowed to bid for capacities of one or more network points within the frame of the financial limit(s) set by the System Operator Member(s). Network User Member's last valid bid at the closing of any 'Active' auction round is considered as an irrevocable bid to reserve the relevant capacity product. Network User Members acknowledge that valid bids are considered to be irrevocable offers to book capacity on the relevant capacity auction, which, without any further action by the Network User Member, shall establish valid contract with the relevant System Operator Members offering capacity products to be allocated via RBP.
- xvii. Contracts between a System Operator Member and a Network User Member are subject to national regulations and the System Operator Member's terms and conditions. By participating in a capacity auction on the Regional Booking Platform, Network User Member acknowledges the full knowledge and acceptance of the relevant national regulations and the terms and conditions of System Operator Member applicable for capacity booking.
- xviii. Network User Members may see the aggregated sum of all Network User Members' bids (total capacity units requested) only after the 'Active' auction round (in case of ascending clock auction) or the auction (ascending clock and uniform price auction) has been closed.
- xix. Large and small price steps are pre-defined by the System Operator Members and may not be edited by Network User Members.

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- xx. Large and small price steps are expressed in percentage or in absolute terms, which means the auction premium on top of the reserve price the Network User Member is committed to pay for the given price step.
- xxi. In case of unbundled capacity, the payable clearing unit price (CUP) by the Network User shall be:
- a. the sum of the reserve price and the reserve price multiplied by the auction premium (if any) when the auction premium is expressed in percentage.
 - If the price element of a bid by the Network User Member is X, defined by the small or large price steps in case of ascending clock auctions and by the Network User Member's bid itself in case of uniform price auctions, and
 - If reserve price is A, then:
$$\text{CUP} = A + A * X$$

Network User Members shall pay the fee calculated from the clearing unit price of $A + A * X$ for the relevant System Operator Member operating the relevant network point.
 - b. the sum of the reserve price and the auction premium (if any) when the auction premium is expressed in absolute terms.
 - If the price element of a bid by the Network User Member is X, defined by the small or large price steps in case of ascending clock auctions and by the Network User Member's bid itself in case of uniform price auctions, and
 - If reserve price is A, then:
$$\text{CUP} = A + X$$

Network User Members shall pay the fee calculated from the clearing unit price of $A + X$ for the relevant System Operator Member operating the relevant network point.
- xxii. In case of bundled capacity, the payable clearing unit price (CUP) by the Network User shall be:
- a. the sum of the reserve prices and the reserve price multiplied by the auction premium (if any) when the auction premium is expressed in percentage.
 - If the price element of a bid by the Network User Member is X, defined by the small or large price steps in case of ascending clock auctions and by the Network User Member's bid itself in case of uniform price auctions, and
 - If reserve prices are A and B, then:
$$\text{CUP} = A + A * X + B + B * X$$

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

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

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

- If the price element of a bid by the Network User Member is X , defined by the small or large price steps in case of ascending clock auctions and by the Network User Member's bid itself in case of uniform price auctions, and
- If reserve price is the sum of reserve prices A and B defined by the TSO Members, then:

$$\text{CUP} = (A + B) + X$$

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

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

xxiii. The RBP Operator and the System Operator Member are not obliged to check whether a bid is submitted by the Network User Member and shall not be liable for the content of the bid submitted the by Network User Member. These are the sole responsibility of the Network User Member.

11. Primary Allocation of Capacity Products

11.1. Capacity Products Offered by RBP

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

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

11.1.2. Non-standard Capacity Products (allocated in a bundled or unbundled way or as bundled or unbundled capacity product / firm or interruptible)

- Capacity product with freely definable duration,

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

11.1.3. Incremental Capacity Products (allocated in a bundled or unbundled way or as bundled or unbundled capacity product / firm or interruptible)

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

11.1.4. Storage Capacity Products

- Withdrawal capacity product,
- Injection capacity product,
- Working volume product,
- Integrated storage product as any combination of the above.

11.2. Applied Capacity Unit

- i. The capacity offered shall be expressed in energy units per unit of time. The following units shall be used for the capacities offered and allocated according to CAM NC: kWh/h or kWh/day.
- ii. Optionally, System Operator Members may offer capacities in the following units: m³/h, m³/d.
- iii. Other units of allocation are available based on additional agreement between the RBP Operator and the respective System Operator Member: MWh, m³, 1000 m³, piece, lot, bundle, LNG unloading slot.

11.3. General Rules of Capacity Allocation

- i. Capacity products can be allocated and contracted on the RBP Application compliant to CAM NC procedures as a default. In the event of an individual agreement between the RBP Operator and the System Operator Members, capacity allocation rules other than those set out in the CAM NC may apply.
- ii. According to CAM NC annual yearly, annual quarterly, rolling quarterly and rolling monthly capacity products can be allocated on the Regional Booking Platform by ascending clock auction process. Other auction procedures may be applied by individual agreement between the RBP Operator and the System Operator Members.
- iii. According to CAM NC day-ahead and within-day capacity products can be allocated on Regional Booking Platform by uniform price auction process. Other auction procedures may be applied by individual agreement between the RBP Operator and the System Operator Members.
- iv. Ascending clock shall be held only on weekdays, uniform price auctions and pro rata allocation shall also be held on weekends, public and banking holidays, unless otherwise regulated in the EU legislation or in the national regulation relevant to the System Operator Member.
- v. System Operator Members shall be responsible for the timely upload of their available capacities, applicable tariffs and large and small price steps for capacity auctions, as well as for the setup of the relevant Network User Members eligible to participate in the auctions.
- vi. The RBP Operator shall be obliged to refuse the participation of Network User Members in a capacity auction, which were not validated by the relevant System Operator Members prior to the relevant capacity auction.
- vii. The RBP Operator is obliged to refuse bids of Network User Members that would result in an exposure greater than the financial limit of the Network User Members set by the relevant System Operator Members.

12. General Rules of Concluding Contracts

- i. System Operator Members acknowledge that uploading capacity products onto the RBP Application, without any further act by the System Operator Member, shall be considered as an irrevocable and binding offer to sell such products via RBP Application through the relevant auction process to the Network User Members that submit successful bid(s) at the end of the relevant capacity auction. The fact of such uploading of the capacity product is indicated by the 'Set' status of an auction.

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- ii. By uploading the capacity products onto RBP Application System Operator Member acknowledges and approves that the System Operator Member's contractual conditions of its future contracts to be concluded via RBP Application through the relevant auction procedure are the following:
 - a. in case of bundled capacities, the capacity product offered by the TSO Member will undergo a bundling procedure, during which the original capacity product of the TSO Member loses its original stand-alone (unbundled) feature and will be linked to the corresponding product of the adjacent TSO Member. The 'Set' status indicates that the capacity bundling has taken place;
 - b. the content of the Auction Result Confirmation;
 - c. all relevant contractual terms and conditions (other than the ones described in the Auction Result Confirmation) to be applied by the System Operator Member and Network User Member are subject to the System Operator Member's relevant and publicly disclosed contractual rules.
 - d. a bundled capacity auction results in 2 (two) contracts for the Network User Member; one with each of the TSO Members jointly offering capacity.
- iii. System Operator Members shall publish on their website the relevant terms and conditions referring to the relevant auction procedure resulting in contracts (other than those stipulated in the Auction Result Confirmation). It is the System Operator Member's sole responsibility to inform Network User Members about the contractual terms and conditions in advance. All responsibility regarding losses and disputes resulting from the failure of the fulfilment of such obligation shall be carried by the relevant System Operator Member(s). Except for FGSZ Ltd.'s capacity auctions in Hungary, the RBP Operator shall not be responsible for any damage and claims arising from such non-compliance of the System Operator Member(s).
- iv. Network User Members shall be aware of the contractual terms and conditions of the relevant System Operator Member, whose product(s) the Network User is intended to bid for, before the start of the auction procedure. By entering the auction procedures on the Regional Booking Platform, Network User Members declare to acknowledge and accept the contractual terms and conditions of the relevant System Operator Members. Such contractual terms and conditions are available on the website of the System Operator Member in due time before the auction procedure starts, to be applied for the contracts concluded via auction procedures of the RBP Application.
- v. Network User Members acknowledge and accept that their placed bids may be modified and withdrawn within an open auction round indicated with the 'Active' status.
- vi. Network User Members acknowledge and accept that their successfully submitted and saved bid(s) become binding and irrevocable after the closure of the relevant auction round.

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- vii. Successful bid(s) shall result in valid contract(s) with the relevant System Operator Member(s) according to the result of the relevant auction (validated by the Auction Result Confirmation) and the available terms and conditions of the relevant System Operator Member(s).
- viii. The allocation results of the auction shall be confirmed via an automatic system message confirmation (Auction Result Confirmation) to each participant of the auction; right after the auction is closed. The result of the auction itself substantiates valid contracts with successfully bidding Network User Members. The Auction Result Confirmation generated in electronic way and electronic form shall be part of the contract.
- ix. The System Operator Operator's system message confirmation (Auction Result Confirmation) contains all the important information of the contracts that are essential for the contractual parties to be aware of, i.e. the contractual terms and conditions. The said system message confirmation is validated by the digital signature of the RBP Operator, which ensures that the Parties' contracts confirmed in the system message confirmation are authentic, valid and free from any unauthorised influence.
- x. The Auction Confirmation message sent by the RBP Operator to the Network User Members and System Operator Member(s) shall contain the following data:
- Network User Member's identification data, as contracting Party,
 - System Operator Member's identification data, as contracting Party,
 - Auction identification,
 - Auction start date and time,
 - Auction closed date and time,
 - Description of the network point (name, EIC, flow direction, the network point's nomination identification),
 - Description of the capacity product (service duration, product type, quality, direction, standard, capacity type),
 - Data of the bid(s) (identification, timestamp, bid quantity, auction premium, and in case of uniform price auctions the minimum quantity),
 - Data of the capacity allocated to the Network User Member (allocated quantity, reserve price, capacity fee, auction premium base, auction premium, auction unit price, auction fee, clearing price, clearing unit price, clearing fee),
 - The data of the concerned balancing groups, in case the System Operator Member applies balancing groups (balancing group IDs, the capacity allocated to the balancing groups),
 - Reference to the fact that other contractual terms and conditions are applicable according to the System Operator Member's relevant national regulation and terms and conditions.
- xi. System Operator and Network User Members acknowledge, agree and accept the fact that the above system message (Auction Result Confirmation) resulting from capacity auctions

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conducted on the Regional Booking Platform are authentic electronic contracts that are valid without any further act.

- a. Capacity products allocated as bundled capacities create contracts that enter into force simultaneously by the Auction Result Confirmation of the relevant capacity auction;
 - b. a bundled capacity shall not lose its bundled attribute, it can only be transferred to third Parties jointly, preserving the bundled form of the capacities, where only quantitative break-up is possible. Network User shall be obliged to enter into secondary capacity transactions that guarantees the above condition;
- xii. Network Users are entitled to request paper-based copies of the relevant contracts including all relevant attachments and appendices from the relevant System Operator Member(s). The issuance of the paper-based copies by System Operator Member(s) does not affect the validity of the electronic contracts. Contractual data and details thereof shall not be different from the conditions set in the RBP Auction Result Confirmation.
- xiii. The RBP Application ensures the identification of the electronic contracts by using a unique identification number for each transaction.
- xiv. An archive containing a copy of all electronic contracts is stored on the RBP Application. The RBP Operator guarantees the safe storage of the electronic contracts, which means protection against any unauthorised access, illegal attack or any modification of the electronically signed documents. The RBP Operator warrants that the electronic contracts are authentic and comply with the result of the auctions and the contracts of the related System Operator Members. The RBP Operator ensures that the electronic contracts are available for the relevant System Operator Member and Network User Members for at least 10 years.
- xv. The RBP Operator warrants that any personal information received and processed in connection with the conclusion and performance of the contract in question, or acquired in any other way with reference to the contract, is treated in accordance with the applicable legal regulations on the protection of personal data, in particular with the provisions of Act CXII of 2011 on the Right of Informational Self Determination and on Freedom of Information (Privacy Act) and Regulation EU 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data (GDPR). The System Operator Members and the Network User Members may access the RBP Operator's privacy notice at the <https://ipnew.rbp.eu/RBP.eu/#privacy-policy> web page.
- xvi. Aggregated information on the auction results shall be published on the RBP Portal.
- xvii. According to the 1348/2014/EU (REMIT IR) decree the RBP Operator keeps the transaction of data generated on RBP available for the Network User Members as well as the TSO Members on the basis of a separate agreement.

- xviii. RBP Operator (as RRM) reports data on the Network User Member secondary capacity allocation transactions performed in RBP at the request of the Network User after the conclusion of the [Data reporting agreement](#) as referred to in paragraph 1 of Article 6 of the REMIT IR.

13. Ascending Clock Auction Algorithm

- i. Ascending Clock auctions shall enable Network User Members to place volume bids against escalating prices announced in consecutive bidding rounds, starting at the Reserve Price.
- ii. According to CAM NC the first bidding round, with an associated price equal to the Reserve Price, shall have a duration of 3 hours. Subsequent Bidding Rounds shall have a duration of 1 hour. There shall be a period of 1 hour between Bidding Rounds. These periods may be modified by individual agreement between the RBP Operator and the System Operator Members.
- iii. A bid shall specify:
 - a. the identity of the Network User applying;
 - b. the concerned entry/exit point and direction of the flow;
 - c. the capacity product for which the capacity is applied for;
 - d. per price-step, the amount of capacity for the respective capacity;
 - e. product applied for;
 - f. the data regarding the balancing groups, in case the System Operator Member applies balancing groups. In this case, multiple bids can be submitted in a given auction round if balancing groups differ in these bids.
- iv. A bid shall be considered valid and legally binding if it is submitted by a Network User Member and complies with all provisions of this Article.
- v. For Network User Members to participate in an auction, it shall be mandatory to place a volume bid in the first and the preceding bidding round.
- vi. Via the RBP Application, System Operator Members shall provide Network User Members with the option to enter early bids against any large price step.
- vii. Once the relevant bidding round closes, no modification, withdrawal or variation to valid bids shall be accepted, as valid bids shall be considered irrevocable from this point on. RBP application, as a closed system, ensures all the System Operator Members and Network User Members about the exclusion of the possibility of any alteration. All valid bids are considered to be binding commitments of a Network User Member to book capacity to the amount requested per announced price.

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- viii. The volume bid in any bidding round per Network User Member shall be equal or smaller to the capacity offered in a specific auction. The volume bid per Network User Member at a specific price shall be equal to or less than the volume bid placed by this Network User in the previous round, except where paragraph xvi applies.
- ix. Bids may be freely entered, modified and withdrawn during a Bidding Round, providing all bids comply with paragraph viii. Valid bids shall remain valid until modified or withdrawn within the Bidding Round.
- x. A large price step and a small price step shall be defined per entry/exit point and per capacity product and published in advance of the relevant auction. The small price step shall be set such that an increase by an integer number of small price steps is equal to an increase by a large price step.
- xi. The determination of the large price step shall seek to minimise, as far as reasonably possible, the length of the auction process. The determination of the small price step shall seek to minimise, as far as reasonably possible, the level of unsold capacity where the auction closes at a price higher than the reserve price.
- xii. If the aggregate demand across all Network User Members is less than or equal to the capacity offered at the end of the first bidding round, the auction shall close.
- xiii. If the aggregate demand across all Network User Members is greater than the capacity offered at the end of the first bidding round or a subsequent bidding round, a further bidding round shall be opened with a price equal to the price in the previous bidding round, plus the large price step.
- xiv. If the aggregate demand across all Network User Members is equal to the capacity offered at the end of the second bidding round or a subsequent bidding round, the auction shall close.
- xv. If a first time undersell occurs, a price reduction shall take place and a further bidding round shall be opened. The further bidding round will have a price equal to the price applicable in the bidding round preceding the first time undersell, plus the small price step. Further bidding rounds with increments of the small price step shall then be opened until the aggregate demand across all Network User Members is less than or equal to the capacity offered, at which point the auction shall close.
- xvi. The volume bid per Network User Member in the first bidding round where small price steps are applied shall be equal to or less than the volume bid placed by this Network User Member in the bidding round which preceded the first-time undersell. The volume bid per Network User Member in all bidding rounds where small price steps are applied shall be equal to or greater than the volume bid placed by this Network User Member during the bidding round in which the first-time undersell occurred.
- xvii. If the aggregate demand across all Network User Members is greater than the capacity offered in the bidding round with a price equal to that which led to the first time undersell,

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minus one small price step, the auction shall close. The clearing price shall be the price that led to the first time undersell and the successful bids shall be those submitted during the original bidding round in which the first time undersell occurred.

- xviii. After each bidding round, the demand of all Network User Members in a specific auction shall be published as soon as reasonably possible in an aggregated form.
- xix. The price announced for the last bidding round in which the auction closes shall be considered as the clearing price of the specific auction, except cases where paragraph xvii applies.
- xx. All Network User Members who have placed valid volume bids at the clearing price are allocated the capacity according to their volume bids at the clearing price. Successful Network User Members shall pay the clearing price of the specific auction, and any other possible charges applicable at the time when the capacity allocated to them can be used.
- xxi. Following every closed auction, the final auction result including the aggregation of allocated capacities and the clearing price shall be published. Successful Network User Members shall be confirmed about the amount of capacities they are allocated via automatic system message. Individual information shall be communicated only to concerned parties.
- xxii. If an ascending clock auction has not ended by the scheduled publication deadline (according to the auction calendar) of the next auction for capacity covering the same period, the first auction shall close and no capacity shall be allocated. The capacity shall be offered in the next relevant auction.
- xxiii. Bids placed on an auction, which was closed out of any above reason of failure do not have any legally binding effect on the Parties after closure of the auction, and nor it concludes any contracts.
- xxiv. Automatic checks ensure that Network Users cannot place invalid bids in any ascending clock auction taking place in the Regional Booking Platform.
- xxv. Bids uploaded to the RBP Application but not saved do not have legally binding effect and do not participate in the relevant capacity auction. Bids uploaded via Excel file or server-server connection are legally binding and are to be considered saved if these successfully pass the relevant automatic checks.
- xxvi. In case of yearly ascending clock auctions, the TSO Members have the possibility to upload the yearly unbundled capacity limits according to CAM NC Article 19(5).
- xxvii. Aggregated auction results are published on the RBP Portal.

14. Uniform Price Auction Algorithm

- i. In a uniform price auction, there is a single bidding round in which the Network User Member bids price as well as quantity.
- ii. During the bidding round of a given auction, Network User Members may submit up to 10 bids, each with a different price. Each bid shall be treated independently from other bids. After the closure of the bidding round, remaining bids may not be amended or withdrawn. Bids may be submitted in Excel file, comfort bidding or via server-server connection.
- iii. A bid shall specify:
 - a. the identity of the Network User Member applying;
 - b. the concerned entry/exit point and direction of the flow;
 - c. the capacity product for which the capacity is applied for;
 - d. the amount of capacity for the respective capacity product applied for;
 - e. the minimum amount of capacity for the respective standard capacity product which the Network User Member is willing to be allocated according to the relevant algorithm in case the Network User Member is not allocated the amount requested in accordance with point (d). If the Network User does not set a minimum amount of capacity, it is interpreted by the system as the Network User accepts any amount of capacity.
 - f. the bid prices which shall mean the reserve price expressed in percentage or in absolute terms, shall not be less than the reserve price applicable for the relevant capacity product and which the Network User Member is willing to pay in respect of the capacity applied for;
 - g. the data concerning the balancing group, in case the System Operator Member applies balancing groups. In this case, multiple bids can be submitted for the same price level if balancing groups differ in these bids.
- iv. The RBP Application shall rank all bids relating to a given capacity product according to their bid price, the highest price ranking first.
- v. All remaining bids at bidding round closing time shall be considered as binding on those Network User Members that are allocated at least the minimum amount of capacity requested in accordance with point (e) of paragraph iii.
- vi. Following the ranking of the bids in accordance with paragraph iv, and subject to paragraphs vii to x, capacity shall be allocated to the bids in function of their price ranking. All bids for which capacity is allocated shall be considered as successful. After the allocation of capacity, the remaining unallocated capacity shall be reduced by such quantity.

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- vii. Following the application of paragraph vi and subject to paragraph ix, where the amount of capacity bid for by a Network User Member exceeds the remaining unallocated capacity (after capacity has been allocated to network users placing higher bids), this Network User Member shall be allocated capacity equal to the remaining unallocated capacity.
- viii. Following the application of paragraph vii and subject to paragraph ix, where each of two or more bids specifies the same bid price, and the amount of relevant capacity remaining applied for in aggregate under such bids exceeds the remaining unallocated amount, the remaining unallocated amount shall be allocated pro rata to the amounts applied for in each such bid.
- ix. Where the amount to be allocated in respect of a bid pursuant to paragraph vi, vii or viii is less than the minimum amount of capacity according to paragraph iii(e), the bid shall be disregarded and become null and void, and a revised allocation shall be made between remaining equal price bid(s) under paragraph viii, or (as the case may be) an allocation shall be made in respect of the next priced bid, pursuant to paragraph vi.
- x. Where the remaining amount to be allocated in respect of any bid pursuant to paragraphs vi, vii, viii or ix is equal to zero no further capacity shall be allocated to the remaining bids. Those bids shall be considered unsuccessful.
- xi. The clearing price shall be defined as the price of the lowest successful bid, if the demand exceeds the offer at the reserve price. In all other cases, the clearing price shall be equal to the reserve price. Successful Network User Members shall pay the clearing price of the specific auction, and any other possible charges applicable at the time when the capacity allocated to them can be used.
- xii. Automatic checks ensure that Network Users cannot place invalid bids in any uniform price auction taking place in the Regional Booking Platform.
- xiii. Bids uploaded to the RBP Application but not saved do not have legally binding effect and do not participate in the relevant capacity auction. Bids uploaded via Excel file or server-server connection are legally binding and are to be considered saved if these successfully pass the relevant automatic checks.
- xiv. On request of Network User Members the RBP Operator shall automatically roll over their unsuccessful bids submitted during a daily auction to the first within-day auction.
- xv. Aggregated auction results are published on the RBP Portal.

15. Bilateral Capacity Trade

- i. Network User Members have the right to conclude bilateral capacity transactions on RBP.
- ii. In case of bilateral capacity transaction, the usage rights of the concerned capacity are transferred between the Network User Members, or the capacity contract is transferred

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- (assignment) or the capacity sublet is registered between the Network User Members, as permitted by the relevant System Operator Member(s).
- iii. Only the disposing Network User Member may initiate the bilateral capacity transaction.
 - iv. Uploaded bilateral capacity offers may be withdrawn by the disposing Network User Member until the acceptance by the receiving Network User Member.
 - v. Automated checks by the System Operator Member(s) ensure that the disposing Network User Member has the corresponding amount of capacity and the receiving Network User Member is entitled to receive and use the capacity in the given System Operator Member's network.
 - vi. In case of bilateral capacity transactions of bundled capacities, both concerned System Operator Members' check and approval is required to validate the transaction.
 - vii. Network User Members may announce bilateral capacity transactions manually or via server-server connection.
 - viii. Network User Members shall define the following in a bilateral capacity transaction:
 - a. the name and EIC code of concerned network point,
 - b. the flow direction,
 - c. parameters of the capacity quality (at exit TSO and at entry TSO),
 - d. the receiving Network User Member,
 - e. the starting gas day and gas hour and ending gas day of the bilateral capacity transaction,
 - f. the hourly quantity,
 - g. the validity period of the offer,
 - h. the type of the transfer (transfer of usage rights, assignment, sublet),
 - i. balancing group data of the initiating shipper as well as the receiving shipper (if required),
 - j. contract ID of the existing primary capacity contract (if required),
 - k. In case of storage and LNG capacities additional transaction properties can be defined.
 - ix. The secondary capacity market transaction becomes effective if the receiving Network User Member confirms the acceptance of the offer and the System Operator Member(s) check(s) and approves(s) the transaction.

16. Capacity Surrender

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

17. Capacity Buy-back Auction

- i. According to the Article 2.2.2 of Annex I to Regulation (EC) No 715/2009 (CMP GL), capacity buy-back shall mean that TSO Members buy back the previously offered and sold firm capacities from Network Users Members.
- ii. Capacity buy-back takes place on RBP in the form of capacity auction, the duration of which can be set up by the relevant TSO Member. The auction starts automatically at the time of the auction has been created.
- iii. TSO Members shall define the following in a capacity buy-back:
 - a. amount and unit of the capacity to be bought back;
 - b. network point and flow direction;
 - c. type of capacity product;
 - d. usage period of the capacity product;
 - e. start time and duration of the buy-back auction;

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

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- xiii. Where the amount to be bought back and to be allocated in respect of a bid pursuant to paragraphs x., xi., xii., is equal to zero, no further capacity shall be allocated to the remaining bids. Those bids shall be considered unsuccessful.
- xiv. The TSO is requested to pay the fee increased by an amount expressed as a percentage of the reserve price as indicated in their bid besides the reserve price belonging to the auction concerned.
- xv. Automated checks ensure that Network User Members do not submit invalid bids during buy-back auctions on RBP after the auction starts.
- xvi. Bids uploaded manually on the bidding interface of the RBP Application but not saved are not considered as binding and as such, do not create capacity buy-back obligation for the TSO Member. Bids submitted via server-server connection are considered binding and saved bids, if they have passed all the relevant checks.
- xvii. Aggregated auction results are published on the RBP Portal.

18. Competing Capacity Auctions

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

19. Comfort Bidding

- i. The comfort bidding function is provided to the Network User Members as convenience service only and it does not replace the regular bidding function of RBP. It is the Network

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- User Members' sole duty and responsibility to assess the risks and to bear all consequences without limitation related to the usage of Comfort Bidding function.
- ii. Comfort bidding shall enable Network User Members to submit bids to an ascending clock auction, uniform price auction or pro rata allocation before it is in the 'Active' status.
 - iii. As a first step, Network User Members shall define the comfort product by giving the following parameters:
 - a. Network point name and EIC
 - b. Direction
 - c. Capacity type
 - d. Zone(s)
 - e. Auction Algorithm
 - f. Product type (yearly, quarterly, monthly, daily, within-day)
 - g. Product interval
 - h. Capacity quality (separately for the exit TSO and the entry TSO),
 - i. Gas flow
 - j. Measure Unit
 - k. Comfort bid set validity (from-to)
 - l. The capacity demand for each large price step bidding round in case of an ascending clock auction, or the capacity demand up to 10 independent bids with different prices in case of a uniform price auction,
 - m. Balancing group data (if required),
 - n. storage capacity quality (for storage auction, only daily product type can be selected).
 - iv. Comfort products may be defined maximum one year before the relevant capacity allocation procedure takes place.
 - v. Automated checks ensure that comfort products cannot be submitted with the exact same comfort product parameters and entire or partial validity period.
 - vi. After creating the required comfort product, Network User Members may choose from the following activities:
 - a. Submit Comfort Bid: Network User Members may create a bid set for comfort product by giving capacity and tariff data based on the requirements of the auction algorithm. The RBP Application runs formal validations preventing formally invalid bids according to the relevant auction algorithm. Further validations (e.g. whether the Network User

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

20. Pro Rata Capacity Allocation

- i. Only unbundled capacity may be offered via the pro rata allocation algorithm.
- ii. In the pro rata capacity allocation, there is a single bidding round in which the Network User Member bids only one bid for the quantity in case balancing groups are not required or multiple bids for the quantity in case balancing groups are required.
- iii. The clearing price shall be always equal to the reserve price.
- iv. After the closure of the bidding round, the bid may not be amended or withdrawn. Bids may be submitted in Excel file or via server-server connection as well.
- v. A bid shall specify:
 - a. the identity of the Network User Member applying;
 - b. the concerned entry/exit point and direction of the flow;
 - c. the capacity product for which the capacity is applied for;
 - d. the amount of capacity for the respective capacity product applied for,
 - e. balancing group data (if required).
- vi. All valid bids at the closure of the bidding round shall be considered as binding on those Network User Members to which capacity is allocated.
- vii. In case of undersell, Network User Members shall be allocated the amount of capacity they bid for.
- viii. In case of oversubscription, the ratio of the capacity required by Network User Member and the total capacity required by all Network User Members shall be calculated by the RBP Application and the offered capacity shall be multiplied by this ratio respectively for each Network User Member. The resulting ratios may necessitate the rounding of the allocated capacities in order not to allocate capacity in excess of the offered capacity. The resulting capacity quantity shall be allocated to each Network User Member.
- ix. Automatic checks ensure that Network Users cannot place invalid bids in a pro rata allocation taking place on the RBP Application.
- x. Bids uploaded to the RBP Application but not saved do not have legally binding effect and do not participate in the relevant pro rata capacity allocation. Bids uploaded via Excel file or server-server connection are legally binding and are to be considered saved if these successfully pass the relevant automatic checks.

21. Incremental Capacity Auctions

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

22. Anonymous secondary capacity market

- i. Network User Members may conclude Anonymous secondary capacity market transactions in the RBP Application.
- ii. In case of an Anonymous secondary capacity market transaction, the usage rights of the concerned capacity are transferred between the Network User Members, or the capacity contract is transferred (assignment) or the capacity sublet is registered between the Network User Members, as permitted by the relevant System Operator Member(s).
- iii. Both the transferring and receiving Network User Member may initiate the Anonymous secondary capacity market transaction.
- iv. Uploaded Anonymous secondary capacity offers may be withdrawn by the transferring Network User Member until the acceptance by the receiving Network User Member.
- v. Automated checks by the System Operator Member(s) ensure that the disposing Network User Member has the corresponding amount of capacity and the receiving Network User Member is entitled to receive and use the capacity in the given System Operator Member's network.
- vi. In case of Anonymous secondary capacity market transactions of bundled capacities, both concerned System Operator Members' check and approval is required to validate the transaction.

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- vii. Network User Members may initiate an Anonymous secondary capacity market transaction manually on the graphic user interface.
- viii. Network User Members shall define the following in an Anonymous secondary capacity transaction:
 - a. the name and EIC code of concerned network point,
 - b. the flow direction,
 - c. parameters of the capacity quality (separately for the exit TSO and the entry TSO),
 - d. the receiving Network User Member,
 - e. the starting gas day and gas hour and ending gas day of the Anonymous capacity transaction, for storage or LNG terminal products, also for package-type product units,
 - f. the hourly quantity,
 - g. price and currency,
 - h. the validity period of the offer,
 - i. the type of the transfer (transfer of usage rights, assignment, sublet),
 - j. balancing group data of the initiating shipper as well as the receiving shipper (if required),
 - k. contract ID of the existing primary capacity contract (if required).
- ix. The secondary capacity market transaction becomes effective if the Network User Member confirms the acceptance of the offer and the System Operator Member(s) check(s) and approve(s) the transaction.

23. Route product

- i. In case of route auctions, capacity is offered for more network points during an auction.
- ii. During a route auction, the capacity offered for the specific network points may be bundled and unbundled.
- iii. All relevant TSOs shall set the parameters for each network point of the route. Capacities, price steps and network users are matched for the entire route.
- iv. Only TSO Members are entitled to set the parameters of a route auction.

24. Capacity conversion

- i. Subject to the authorisation of the TSO Member, Network User Members have the opportunity to submit yearly, quarterly, monthly, daily and within-day capacity conversion requests in the RBP Application, based on the TSO Member requirements.
- ii. An ex-ante request can be submitted during the bidding round of the bundled capacity auction.

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- iii. An ex-post request can be submitted after the end of the bundled capacity by the notification deadline defined by the TSO Member (if offered by the TSO Member).
- iv. The RBP Application sends an e-mail to the relevant TSO Member about the conversion request in case of ex-post conversion request.
- v. It is TSO Member's responsibility to approve or reject the conversion request.
- vi. The TSO Member can approve or reject the capacity conversion request on the graphic user interface or via server-server connection.
- vii. The RBP Application informs the Network User Member about the result of the TSO Member's action via e-mail.
- viii. The actual conversion of the capacity is done in the relevant TSO Member's own TSO platform.

25.Capacity upgrade

- i. Subject to the authorisation of the TSO Member, Network User Members have the opportunity to submit capacity upgrade requests in the RBP Application to a higher capacity quality.
- ii. Only ex-ante capacity upgrade requests can be submitted during the bidding round of the capacity auction.
- iii. It is allowed to submit multiple capacity upgrade requests per capacity auction.
- iv. A capacity upgrade request shall contain the:
 - a. Capacity quantity to be upgraded,
 - b. Contract ID,
 - c. Balancing group data of the existing contract (if required).
- v. It is TSO Member's responsibility to approve or reject the capacity upgrade request.
- vi. The actual capacity upgrade of the capacity is done in the relevant TSO Member's own TSO platform.

26.First come-first served (FCFS) capacity booking

- i. Subject to the national regulation of the TSO Member, Network User Members have the opportunity to book capacity through the FCFS procedure.
- ii. An FCFS booking request shall contain the:
 - a. network point,
 - b. product type,
 - c. flow direction (exit TSO or entry TSO),
 - d. product quality,
 - e. product interval,
 - f. measurement unit,

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- g. quantity,
- iii. The Network User Member queries the available capacity of the TSO Member, along with other information relevant to the request provided by the TSO Member in order to verify the capacity booking request.
- iv. The offer to the Network User Member's capacity request can be booked by the 'Confirm' function. When doing so, based on the settings of the TSO Member the following information could be provided:
 - a. balancing group data,
 - b. contract ID,
 - c. capacity upgrade quantity.
- v. If the Network User Member's capacity request cannot be fulfilled with one capacity type, the TSO Member may suggest a partial offer and the offer of other capacity quality types. As a result of the booking(s), electronically signed 'FCFS Booking Confirmation' pdf file(s) are generated.
- vi. Subject to the settings of the TSO Member, the booking accordingly modifies the financial limit of the Network User Member.
- vii. FCFS booking requests can be submitted through the graphic user interface.

27.Storage Capacity Auctions

- i. Subject to the authorisation of the SSO Member, Network User Members have the opportunity to submit bids on storage capacity auctions.
- ii. Available product types: within day, day ahead and strip.
- iii. Available auction algorithm: uniform price, ascending clock, ascending-descending clock, pay as bid and pro rata.
- iv. Parent auction can be assigned for storage capacity auction groups. Injection and/or withdrawal capacity which had been allocated on yearly auctions can be distribute on monthly strip auctions among Network User Members. The yearly auction as a parent auction must be assigned to the monthly strip auctions.
- v. Subject to the settings of the SSO Member, the booking accordingly modifies the financial limit of the Network User Member.
- vi. Network User Members may submit a volume bid in batches. The SSO Member shall specify the quantities of unloading, loading and mobile capacity included in the package, which may be: kWh/hour, kWh/day, LNG unloading slot, piece, batch, package, MWh, m3/hour, m3/day, *1000 m3, m3, MWh/day, kWh, kWh/m

28.Linepack Flexibility Sevices (LPFS) support procedure

The RBP provides to TSO Members a non-discriminatory, flexibly parameterizable allocation mechanism for offering LPFS service, that allocates the flexibility determined by the TSO Member,

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to the maximum extent available, in order of the Network User Member's percentage portfolio imbalance.

- i. TSO Members can specify, via machine-to-machine connection (AS4) and excel upload, the amount of flexibility service offered, the Sum Entry Quantity, Sum Exit Quantity and LPFS limit amount of Network User Members for a given day, as well as the Positive and Negative unit fees.
- ii. Subject to TSO Member approval, Network User Members may have the option to request LPFS.
- iii. by specifying the requested LPFS proportion in %.
- iv. The RBP calculates the daily LPFS volume per Network User Member based on the data provided by the TSO Members and the LPFS proportion set by the Network User Member and sends it via AS4 connection to the TSO Member concerned in the form of a standard trade nomination directly to the relevant portfolios of the Network Users.
- v. The RBP will automatically inform the TSO Members by email of the daily LPFS volume.
- vi. The RBP shall provide TSO Members and Network User Members with a monthly daily report of the amount of LPFS used by Network User Members and the LPFS fee payable per TSO Members.

29. Combined Ascending-Descending Auction Algorithm

- i. The amount of bids received for the reserve price in the first round of bidding determines how the auction proceeds:
 - a. If no bids are received, a descending auction will be held in accordance with the rules in clause 29.iii..
 - b. If a bid is received but there is undersell, the capacity will be allocated to the successful bidders in that bidding round and a descending auction will be held for the remaining capacity in accordance with the rules in clause 29.iii.
 - c. If bids are received and all the offered capacities are sold, the capacities allocated to the successfully bidding Network User Members and the auction shall close.
 - d. If the aggregate demand across all Network User Members is greater than the capacity offered in the bidding round ascending auction will be held in accordance with point 29.ii.
- ii. Procedure of Ascending clock auction
 - a. The price increases with the price step for each Bidding round.
 - b. If there is an exact quote in the given bidding round, the capacities will be allocated to the successfully bidding Network Users and the auction will be closed.
 - c. If there is an oversell in a given bidding round, the auction continues with another bidding round and the price is increased by the price step.
 - d. If there is an undersell in a given bidding round, the capacities will be allocated to successful bidders in that bidding round. The remaining capacity will be allocated on a pro rata basis. The auction will close.
 - e. Pro rata allocation for Ascending clock auction:
 - The pro rata allocation is made to the bidders in the penultimate round of bidding. The pro rata allocation will be based on the bid quantity submitted by the bidders in

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the penultimate round of bidding. The successful tenderers in the last round of tendering shall participate in the allocation by the difference, if greater than or equal to 0, between the quantity of their bids in the penultimate round of tendering and the quantity allocated to them in the last.

- Only those bidders allowed to participate in the pro rata allocation which not has allocated capacity according their maximum bid quantity. The amount of capacity allocated to bidders may not exceed the offered capacity for the auction as a result of the pro rata allocation.
 - The result of pro rata allocation can only be an integer number of capacities.
 - The amount awarded in the pro rata allocation is rounded down to a whole number.
 - The rounding difference is distributed on the basis of the speed of submission in the penultimate bidding round (taking into account the time stamp of the bids). The order of eligibility is determined by the time of submission in the penultimate bidding round (starting from the earliest bid submitted). From the rounding margin, an additional 1 to 1 capacity unit will be allocated to the bidders participating in the pro rata allocation until the remaining capacity units as rounding margin are exhausted. If the quantity of capacity allocated to a bidder as a result of the pro rata allocation would exceed the maximum bid quantity, no additional capacity will be allocated to that bidder.
 - In the case of pro rata allocation, the clearing price is the price of the penultimate round of bidding.
- f. The bid price may be higher than the prevailing regulated price.
- iii. Procedure of Descending clock auction:
- a. The price decreases with the price step for each Bidding round.
 - b. If no bids are received in a given bidding round, the auction will continue with further bidding rounds until the minimum price is reached.
 - c. If there is undersell in a given bidding round, the capacities will be allocated to the successful bidders in that bidding round. The auction shall continue with additional bidding rounds for the remaining capacities until the minimum price is reached.
 - d. If all the offered capacity allocated in a given bidding round, the capacity packages will be allocated to the winning bidders and the auction will close.
 - e. If there is an oversell in a given bidding round, capacity will be allocated on a pro rata basis and the auction will close.
 - f. If the reduced price reaches the minimum price and there is remaining capacity after the close of the bidding round, it will not be allocated. The auction shall be closed.
 - g. If the reduced price reaches the minimum price and and no capacity has been allocated in the auction, the auction shall be closed.
 - h. Pro rata allocation for Descending clock auction:
 - The pro rata allocation available for the bidders of the last bidding round. The pro rata allocation will be based on the given bid quantities of the last bidding round.
 - Only those bidders allowed to participate in the pro rata allocation which not has allocated capacity according their maximum bid quantity. The amount of capacity allocated to bidders may not exceed the offered capacity packages for the auction as a result of the pro rata allocation.
 - The result of pro rata allocation can only be an integer number of capacities.

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- The amount awarded in the pro rata allocation is rounded down to a whole number.
 - The rounding difference is distributed on the basis of the speed of submission in the penultimate bidding round (taking into account the time stamp of the bids). The order of eligibility is determined by the time of submission in the penultimate bidding round (starting from the earliest bid submitted). From the rounding margin, an additional 1 to 1 capacity unit will be allocated to the bidders participating in the pro rata allocation until the remaining capacity units as rounding margin are exhausted. If the quantity of capacity allocated to a bidder as a result of the pro rata allocation would exceed the maximum bid quantity, no additional capacity will be allocated to that bidder.
 - In the case of pro rata allocation, the clearing price is the price of the penultimate round of bidding.
- iv. Prior to the start of the auction, Network User Members eligible to participate in the auction shall have access to the following auction parameters:
- a. Auction Code,
 - b. Auction Start Time (day, hour, minute)
 - c. First Bid Duration (hour, minute)
 - d. Further Bid Duration (hour, minute)
 - e. Pit stop Duration (hour, minute)
 - f. Additional Text
 - g. Offered capacity at auction
 - h. Reserve price
 - i. Maximum bidding quantity
 - j. Price step value

30. Pay as Bid Auction Algorithm

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

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

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- x. Where the remaining amount to be allocated in respect of any bid pursuant to paragraphs vi, vii, viii or ix is equal to zero no further capacity shall be allocated to the remaining bids. Those bids shall be considered unsuccessful.
- xi. For those Network User Members to which capacity has been allocated, the individual bid price submitted by concerning Network User Member shall be considered as the clearing price. Successful bidding Network Users shall pay a settlement fee calculated on the basis of their bid price per Network User and other charges applicable at the time of use of the allocated capacity.
- xii. Automatic checks ensure that Network Users cannot place invalid bids in any uniform price auction taking place in the Regional Booking Platform.
- xiii. Bids uploaded to the RBP Application but not saved do not have legally binding effect and do not participate in the relevant capacity auction. Bids uploaded via Excel file or server-server connection are legally binding and are to be considered saved if these successfully pass the relevant automatic checks.
- xiv. On request of Network User Members the RBP Operator shall automatically roll over their unsuccessful bids submitted during a daily auction to the first within-day auction.
- xv. Aggregated auction results are published on the RBP Portal.