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Regulation of Trading on the Secondary Capacity Trading Platform

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GET Baltic

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Regulation of Trading on the Secondary Capacity Trading Platform

In force since 1 December 2020

1. General provisions

1.1. Introduction

- 1.1.1. The Secondary Capacity Trading Platform (hereinafter – the Platform) is an electronic trading platform operated by UAB GET Baltic (hereinafter – GET Baltic) for trading gas capacity on a secondary market. GET Baltic is a legal entity established in accordance with the laws of the Republic of Lithuania that carries out its business activity under a gas exchange operator licence. The company organises trade of physical gas products on an Organized Market Place and provides exchange services to the gas market participants via regional gas trading platform in Lithuania, Latvia, Estonia and Finland as well as REMIT and UMM data reporting services. The company has expanded provided services by having developed a dedicated platform for secondary gas capacity trading in Finland.
- 1.1.2. The Finnish gas transmission system operator Gasgrid Finland Oy and GET Baltic have concluded an agreement on the basis of which GET Baltic has the right to organize trading of capacity on the secondary market via the Platform that meets the requirements of the TSO.
- 1.1.3. In order to establish the principles of operation of the Platform, general terms and conditions for trading on the Platform, the settlement procedure, the rights and obligations of Members as well as rules for becoming a Member of the Platform, GET Baltic has adopted this Regulation of Trading on the Secondary Capacity Trading Platform (hereinafter – the Regulation).

1.2. Definitions and Meanings Thereof

- 1.2.1. Definitions and meanings used in the Regulation:

Capacity is gas transmission capacity expressed in kWh/h injected into or withdrawn from the transmission system.

Capacity Period is any given period of time for which Capacity is traded.

Contract Price in respect of concluded Trade shall mean the price agreed between the Receiving Shipper and Transferring Shipper by means of the Platform.

Energy Identification Code (EIC) is a standard code scheme for internal European energy markets used, for example, to uniquely identify market participants.

Entity shall mean a Shipper who is seeking to become and/or is in the process of becoming the Member on the Platform and acquiring the Member Status.

First Come First Served (FCFS) shall mean the trading procedure when the price of the Request to Buy or Offer to Sell is considered as the fixed price the buyer/seller is willing to pay/sell for and only one User may respond to a Trade Proposal.

Gas Day shall mean the 24-hour gas delivery period that begins at 7.00 AM EET (EEST) and ends at 7.00 AM EET (EEST) on next day.

Gasgrid Finland Rules shall mean Gas Transmission Rules, approved by the TSO on July 30, 2019, including all changes and/or amendments thereof, containing the market rules for the Finnish Gas System for Market Participants operating in the market roles of Shipper and Trader.

GCT shall mean Gate Closure Time that is the end of period (time) when the Platform Members can place Trade proposals to the Platform for the specific Gas Day.

Initiating Shipper is the Shipper that initiates capacity transfer by creating a Trade proposal.

Loss shall mean any direct loss, expense, damage, and penalty actually incurred by the relevant Party.

Master Data shall mean a legal entities' data comprising of business information such as company name, company code/business ID, VAT code, address, settlement information such as bank name, IBAN, bank code, invoicing email and information on the Energy Identification Code (EIC) and ACER code.

Member shall mean a legal entity, registered on the Platform for the purpose of conducting secondary Capacity trading on the Platform, in accordance with the procedure and conditions established by the Regulation, while

Member Status shall mean a status of a aforementioned legal entity, confirming it has been registered on the Platform as a Member.

Membership Agreement shall mean a written agreement between the GET Baltic and the Shipper intending to become a member of the Platform that sets the rights and obligations of the Shipper and GET Baltic, confirms the Member Status of the Shipper and allows the Shipper to trade Capacity on the Platform.

Network Point shall mean the point in the capacity transmission system where the Selling Shipper has acquired Capacity from the TSO.

Offer to Sell shall mean a trade proposal, where the creator of such trade proposal is proposing to sell Capacity.

The Party or the Counterparty shall mean respectively both Members who have entered into a Transaction on the Platform for purchase or sale of Capacity.

The Platform shall mean a secondary capacity trading platform, operated by the GET Baltic, under the rules set out in the Regulation.

Receiving Shipper shall mean a Shipper that receives capacity rights reserved by a Transferring Shipper from the Transferring Shipper.

The Regulation shall mean the Regulation of Trading on the Secondary Capacity Trading Platform, adopted by GET Baltic.

Regulation (EU) No 715/2009 shall mean Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005.

Regulation (EU) No 2017/459 shall mean 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.

Regulation (EU) No 2009/73/EC shall mean Directive 2009/72/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC.

Response shall mean a submitted response to a Trade Proposal either to buy or sell Capacity in relation to conditions indicated under Trade Proposal.

Responding Shipper is the shipper that responds to a Capacity transfer request submitted as a Trade Proposal by creating a Response.

Request to Buy shall mean a trade proposal, where the creator of such trade proposal is proposing to buy Capacity.

Settlement shall mean a procedure upon which one Party eliminates its monetary obligation to the other Party for the services rendered and for the Capacity bought or sold on the Platform.

Shipper means a network user of gas transmission systems. Shipper uses the gas transmission services of a TSO to transport gas.

The Trading Session on the Platform or the Trading Session shall mean the period during which Trade Proposals and Responses are submitted and Transactions are fulfilled.

Trading Session shall mean the period during which Offers to Sell, Requests to Buy, Responses are submitted, and trades are concluded.

Trader shall mean the Receiving Shipper or the Transferring Shipper who has Member Status.

Trade Proposal shall mean a proposal of a Shipper to either buy or sell capacity on the Platform.

Transaction or the Trade shall mean an agreement concluded by and between two Members to transfer Capacity on the Platform after a Response is submitted to a Trade Proposal either to buy or sell Capacity.

Transferring Shipper shall mean a Shipper that transfers acquired capacity rights it has reserved to a Receiving Shipper.

Transmission System Operator or the TSO shall mean a person as defined in Article 2(4) of Regulation 2009/73/EC. The definition of the TSO applied in the Regulation shall mean Finnish gas transmission system operator Gasgrid Finland Oy.

User shall mean a natural person - the Member's officer, employee or other person officially authorized by the Member - who has the right to access the Platform and is carrying out trading or other actions on the Platform on behalf of the Member.

User Data shall mean the User's data comprising of the person's first name, last name, email and phone number.

Working day shall mean any day of a week from Monday to Friday when Bank of Lithuania is working (central bank).

1.2.2. Unless otherwise explicitly indicated, all the terms defined in Paragraph 1.2.1 of the Regulation in the singular shall include the plural.

1.3. Scope of Application

1.3.1. This Regulation defines principles for the use of the Platform by TSO, Shippers and Members.

1.3.2. All discrepancies and/or supplementary regulations enforced by TSO with regard to the scope hereof, are hereby explicitly excluded, unless the Regulation provides otherwise, or it is explicitly authorized by the GET Baltic or in other way announced by GET Baltic to the Members on the Platform.

1.3.3. The Platform was designed according to the relevant national and European Union laws, including, but not limited to, Regulation (EU) No 715/2009, Regulation (EU) No 2017/459, the Natural Gas Market Act of Finland.

1.3.4. The GET Baltic shall not be held liable for any damage arising from the TSO's, the Members' or the Users' legal incompliance as well as incompliance with the Regulation.

1.4. Official Language

1.4.1. Only and exclusively the English version of the Regulation shall be in force. Versions of the Regulation in any other language may be prepared only for information. In the case of discrepancies between language versions of the Regulation, the English versions shall prevail.

1.4.2. The GET Baltic has the right to publish the Regulation in other languages, determining their legal meaning accordingly, and to publish them to the Members.

2. Registration on the platform

2.1. Approval of Member Status

2.1.1. Any Shipper shall be entitled to register on the Platform and to receive a Member Status in a transparent and non-discriminatory way.

2.1.2. The Member Status may be given to a Shipper complying with the requirements established by this Regulation, who has entered into the Membership Agreement with GET Baltic.

2.1.3. A Shipper intending to become a Member shall have to:

2.1.3.1. Submit the filled-in form of the request to grant the status of the Member (hereinafter referred to as the – Membership Request) published on GET Baltic website, including Master Data information and information about employees or other authorized persons (Users) carrying out trading or other actions on the Platform on behalf of the Member, explicitly confirming they have read the Regulation;

- 2.1.3.2. Submit an extract of the Entity's main data from the Trade Register (or a corresponding foreign document if the enterprise is registered outside Finland) issued not earlier than 60 days before the date of submission of an application to grant the Member Status;
- 2.1.3.3. To submit a valid Framework Agreement with a transmission system operator.
- 2.1.4. All registered Members shall be obliged to keep their Master Data up to date. Updates of Master Data shall be made in writing notifying GET Baltic immediately, but no later than within 2 (two) working days, on any amendments.
- 2.1.5. All registered Members shall be obliged to keep their User Data up to date. Updates of User Data shall be made on the Platform immediately but no later than within 2 (two) working days after the change of such data.
- 2.1.6. The information of or about the Entity shall be submitted to GET Baltic in English.
- 2.1.7. Upon receiving the Membership Request, GET Baltic shall evaluate the entirety and compliance of the documents submitted in accordance with paragraph 2.1.2 of the Regulation not later than within 10 (ten) working days from the date when all required documentation was submitted.
- 2.1.8. If GET Baltic establishes the grounds why the Entity fails to meet the requirements in accordance with paragraph 2.1.2 of the Regulation, GET Baltic can refuse to enter into the Membership Agreement indicating the grounds of refusal.
- 2.1.9. If GET Baltic evaluates that documents submitted in accordance with paragraph 2.1.2 of the Regulation are accurate and complete, Membership Agreement shall be prepared and send to the Entity for signing.
- 2.1.10. Upon entering into the Membership Agreement Entity shall become the Member and acquire the Member Status.

2.2. Approval of Member Profile and User Accounts

- 2.2.1. Upon acquiring Member Status, Member profile shall be created on the Platform, Users shall receive personal Platform log-in credentials.
- 2.2.2. Each Member may have only one profile on the Platform.
- 2.2.3. Each User can represent and be assigned to several Members profiles.
- 2.2.4. The usage and safety of personal Platform log-in credentials fall under the sole responsibility of the respective User. Users shall keep their log-in credentials safe from any unauthorized access. The User shall be responsible for the safe keeping of Platform log-in credentials and shall assume the risk of any losses caused by the undue storage and application of the Platform log-in credentials.
- 2.2.5. Types of User access to the Platform are the following:
 - 2.2.5.1. Read only user – the Member's User with the permission to access the Platform and allowed only to read and view Member's trading activity, without neither possibility to submit Trade Proposals, Responses nor approve Responses received from other counterparties.
 - 2.2.5.2. Full control user - the Member's User with the permission to access the Platform and allowed to participate in Member's trading activity on the Platform, including both creating Trade Proposals, Responses and approving Responses received from other counterparties.

2.3. Restriction and withdrawal of Member Status

- 2.3.1. The Member Status may be restricted (which means that the option to submit Trade Proposals and Responses on the Platform may be restricted) or withdrawn (which means that the Membership Agreement is unilaterally terminated in compliance with paragraph 6.3.8 of the Regulation) by the decision of GET Baltic:
 - 2.3.1.1. if the Member submits to GET Baltic wrongful or misleading information;
 - 2.3.1.2. if the Member breaches of provisions of the Regulation, Membership Agreement and (or) Regulation (EU) No 715/2009, Regulation (EU) No 2017/459 and (or) other relevant and applicable national and European Union legal acts;

- 2.3.1.3. if the Member abuses and manipulates the market and (or) carries out other illegal actions prohibited by the REMIT regulation with respect to the market;
- 2.3.1.4. if the TSO notifies GET Baltic that the Member does not fulfil its obligations to the TSO, which have been assumed under the contract with the TSO, and submits the data proving this fact;
- 2.3.1.5. a TSO shall inform that the transmission service contract with the Member was terminated;
- 2.3.1.6. if bankruptcy or restructuring proceedings are initiated to the Member or the Member obtains the status of a company under liquidation as well as if GET Baltic receives sound information about circumstances which might negatively affect the respective Member solvency.
- 2.3.1.7. in case of non-payment or incomplete payment of the membership fee.
- 2.3.2. After the restriction or the withdrawal of the Member Status, all the active Trade Proposals and Responses of the Member, which have not yet been fulfilled as Transactions on the Platform shall be withdrawn from trading.
- 2.3.3. After the restriction or the withdrawal of the Member's status Member's profile will be deactivated resulting in the deactivation of all respective Users of said Member.
- 2.3.4. All Transactions which have taken place before the restriction or withdrawal of Member Status remains unaffected and valid, including the Member's monetary obligations.
- 2.3.5. Once GET Baltic has adopted the decision to restrict the Member Status in accordance with paragraph 2.3.1 of the Regulation, the Member Status may be restored in accordance with paragraph 2.3.8 of the Regulation.
- 2.3.6. Once GET Baltic has adopted the decision to withdraw the Member Status in accordance with paragraph 2.3.1 of the Regulation, such an Entity willing to become the Member once again shall again submit to GET Baltic a Membership Request as provided in paragraph 2.1.2 of the Regulation. If GET Baltic has adopted the decision to withdraw the Member Status in accordance with paragraphs 2.3.1.1, 2.3.1.4 - 2.3.1.6 of the Regulation, the Member Status may be given at the request of the Entity only after the circumstances or (and) grounds of the withdrawal of the Member Status have ceased to exist. GET Baltic may adopt the decision, depending on the violation, to postpone the granting of the Member Status to an Entity, whose Member Status has been withdrawn pursuant to paragraph 2.3.1 of the Regulation, for up to 6 months.
- 2.3.7. If the Member's User does not comply with provisions of the Regulation, GET Baltic may demand the Member to withdraw or replace such User. If the Member does not fulfil this request, it may be imposed to the sanctions stipulated by paragraph 2.3.1 of the Regulation.
- 2.3.8. The Member whose Member Status has been restricted according to paragraph 2.3.1 of the Regulation shall deliver to GET Baltic an explanation and all the needed documents for a discovered breach within 30 (thirty) calendar days. GET Baltic shall adopt a motivated decision for withdrawal of the restrictions applied to the Member, not later than within 5 (five) working days from the date when all the documents were submitted. If the decision is to withdraw the applied sanctions, the restricted rights of the Member shall be recovered, not later than within 5 (five) working days after the relevant decision is taken. If the Member fails to submit a reasonable and motivated explanation satisfying GET Baltic within the period established, the sanctions imposed shall remain in force or even more severe sanctions may be imposed by the decision of GET Baltic.
- 2.3.9. The Member and GET Baltic shall have the right to cancel the Membership Agreement by notifying this in writing to the other Party of the contract by the 30 (thirty) calendar day prior notice. Except the event foreseen in paragraph 2.3.10 of the Regulation when the Membership Agreement is cancelled on the following working day after the date of receipt of a request.
- 2.3.10. For a 3 (three) working day period after any changes or amendments of the Regulation are made and the Member is notified thereof, the Member shall have the right to cancel the Membership Agreement by notifying this in writing to GET Baltic by the 14 (fourteen) calendar day prior notice.

3. General terms and conditions of trading capacity on the platform

3.1. Principles of Trading Capacity on the Platform

- 3.1.1. Only Shippers having the Member Status (the Members) shall trade on the Platform.
- 3.1.2. Offers to Sell or Requests to Buy Capacity shall be submitted on an anonymous basis, which means that Members are not provided with and cannot have access to information about the Members who submitted Trade proposals on the Platform.
- 3.1.3. Offers to Sell or Requests to Buy capacity shall be submitted by means of the Platform.
- 3.1.4. The Transferring Shipper may resell the Capacity to Receiving Shipper or Receiving Shipper may purchase the Capacity from Transferring Shipper on the Platform of secondary market in accordance with the Regulation.
- 3.1.5. Only the Capacity which was legally acquired by the Transferring Shipper and which may be disposed by the Transferring Shipper without encumbrance may be sold on the Platform.
- 3.1.6. Capacities shall be traded by means of transfer of use, which means that:
 - 3.1.6.1. The Transferring Shipper irrevocably commits to transfer Capacity acquired on relevant TSO's primary market to the Receiving Shipper;
 - 3.1.6.2. The Receiving Shipper obtains the right to use the Capacity;
 - 3.1.6.3. Obligations towards the TSO including liability for payment for Capacity acquired on the primary market continue to remain with the Transferring Shipper;
 - 3.1.6.4. The Transferring Shipper shall have no further rights to sell, assign or transfer, pledge or change the respective Capacity for which the Trade was concluded;
 - 3.1.6.5. The Transferring Shipper warrants that on the date of entering into the Trade it has the right to sell and transfer to Receiving Shipper free and clear of any adverse claims.
- 3.1.7. Capacity shall be traded in accordance with FCFS procedure.
- 3.1.8. Sell or purchase of Capacity on the Platform are possible only for Network Points admitted on the Platform by the TSO for the given transmission system.
- 3.1.9. Offers to Sell or Requests to Buy capacity as well as Responses shall only be available for submission on those Network Points with which TSO the Member has entered into a valid contract.
- 3.1.10. Capacity categories available for trading on Network Points as well as possibility to apply Trader List and Trade Proposals expiration times shall be determined by the TSO and available on the Platform.
- 3.1.11. The Transferring Shipper shall be required to have the same or larger quantity of Capacity available for the Capacity Period to which the Capacity Transfer pertains as that Capacity the rights to which the Shipper wishes to transfer during the period in question.
- 3.1.12. Trading for Capacity on the Platform does not exclude the Shippers from any charges or other payments set forth by the TSO. The Shippers shall be liable to respective Network Point TSO for Capacity-related commodity charges and for all other payments, charges and liabilities relating to the Capacity it has obtained if any.
- 3.1.13. By entering into a Trade, the Receiving Shipper and the Transferring Shipper enter into contract the commercial terms of which are set forth in the concluded Trade and the general provisions of which are set forth in the Regulation.

3.2. Submission of Trade Proposals and Responses

- 3.2.1. The Member has the right to submit multiple Offers to Sell, Requests to Buy or the Responses on the Platform.
- 3.2.2. Only full control Users shall be enabled to submit Trade Proposals and Responses through the Platform.
- 3.2.3. Read only Users shall be able to read and access to all information provided on the Platform for the Members but shall not have the rights neither to submit Trade Proposals and Responses nor accept Responses.
- 3.2.4. In order to submit the Trade Proposal, the Shipper shall have to specify the following:

- 3.2.4.1. Type of proposal - either Offer to Sell or Request to Buy Capacity;
- 3.2.4.2. Proposal details including:
- Network Point for which Capacity is offered/requested;
 - Capacity category;
 - Capacity amount;
 - Capacity period;
 - price at which Capacity is offered or requested.
- 3.2.4.3. Trading conditions specifying:
- possibility to fulfil transaction in full or partial period;
 - minimum acceptable period;
 - minimum acceptable capacity;
 - automatic partial period fulfilment acceptance;
 - expiration date;
 - application of trader list.
- 3.2.5. Trade Proposals shall be classified as follows:
- 3.2.5.1. Partial fulfilment Trade Proposals shall mean that Initiating Shipper is willing to accept Responses fulfilling the Trade Proposal either in partial Period, partial Capacity amount or both.
- 3.2.5.2. Full fulfilment Trade Proposals shall mean that Initiating Shipper is willing to accept Responses fulfilling the Trade Proposal only in full Period and Capacity.
- 3.2.6. Responses shall be classified as follow:
- 3.2.6.1. Partial fulfilment Responses shall mean that Responding Shipper is willing to fulfil the Trade Proposal only partially either by means of Period, Capacity amount or both. Partial fulfilment Responses may be submitted only to the Trade Proposes in which partial fulfilment possibility is indicated as acceptable.
- 3.2.6.2. Full fulfilment Responses shall mean that Responding Shipper is willing to fulfil Trade Proposal in full Period and Capacity.
- 3.2.7. Each submitted Response shall have to be accepted by the Initiating Shipper in the following means:
- 3.2.7.1. Responses fulfilling Trade Proposals in full Period by default shall be accepted automatically by the Platform.
- 3.2.7.2. Responses fulfilling Trade Proposals in partial Period by default shall have to be accepted by the Initiating Shipper manually within one hour from the time Response was submitted. Initiating Shipper's Users shall receive an email notification about pending Response and the need to accept or reject it. If Initiating Shipper shall not manually accept or reject Response in the Platform within one-hour deadline, such Response shall be rejected automatically by the Platform. In case there shall be less than one hour left until the expiration of Trade Proposal, Response shall have to be accepted until the end of Trade Proposal expiration.
- 3.2.7.3. Responses fulfilling Trade Proposals in partial Period shall be accepted automatically by the Platform in case Initiating Shipper when submitting the Trade Proposal indicates that partial fulfilment Responses should be accepted automatically.
- 3.2.8. The Initiating Shipper shall have the right to withdraw the submitted active Trade proposals from trading during the Trading Session. Trade Proposal which Response was accepted, or which was concluded as a Trade no longer can be withdrawn.
- 3.2.9. Submitted Trade Proposals cannot be amended by the Initiating Shipper.
- 3.2.10. Trade Proposal submitted for trading shall be active and available for trading as long as Response shall be received, otherwise it is withdrawn by the Initiating Shipper or the Platform in the event provided for in paragraph 3.2.12 of the Regulation.
- 3.2.11. In case of partial fulfilment of Trade Proposal, the remaining part of Trade Proposal is automatically withdrawn from trading.

- 3.2.12. If Trade Proposal was neither fulfilled in full nor partially and Initiating Shipper did not withdraw it until the expiration time, such Trade Proposal shall be automatically withdrawn from trading at the expiration time.
- 3.2.13. Initiating Shipper submitting a Trade Proposal shall have to indicate the expiration time of Trade Proposal which have to be in line with provisions foreseen in paragraph 3.4.4 of the Regulation.
- 3.2.14. The Platform shall reserve the right to unilaterally withdraw the Trade Proposal submitted by the Member, which have not been fulfilled, under the circumstances indicated in paragraph 2.3.1 of the Regulation.
- 3.2.15. Creating a Response, the Shipper shall have the possibility to amend Trade Proposal details by responding with different Period and Capacity amount in case Initiating Shipper indicated that partial Response would be acceptable. In case Initiating Shipper in the Trade Proposal indicated that only full fulfilment of Trade Proposal shall be acceptable, Responding Shipper shall only have a possibility to respond in line with all conditions set out in the Trade Proposal.
- 3.2.16. Submitted Responses cannot be neither amended nor withdrawn by the Responding Shipper.
- 3.2.17. Only one Response can be submitted for the Trade Proposal.
- 3.2.18. Only Responses responding to Trade Proposals of other Members can be submitted.
- 3.2.19. Once Trade Proposal receives the Response it is automatically withheld from trading.
- 3.2.20. In case during manual acceptance procedure indicated in paragraph 3.2.7.2 of the Regulation Initiating Shipper rejects partial fulfilment Response, corresponding Response shall be cancelled and Trade Proposal shall automatically be retained for trading.

3.3. Trade Creation and Validation

- 3.3.1. A Trade is created once Response submitted to the Trade Proposal is accepted.
- 3.3.2. A Trade becomes effective and legally binding once TSO approves the transaction.
- 3.3.3. A Trade pending for TSO's approval cannot be cancelled neither by the Initiating Shipper nor the Responding Shipper.
- 3.3.4. The obligation to pay the Contract Price and for the Transferring Shipper to make the Capacity available for use by the Receiving Shipper shall be the subject to the Trade being validated by the TSO.
- 3.3.5. If the TSO rejects the Trade:
 - 3.3.5.1. such transaction becomes void and the Parties shall be released from performing or procuring performance of any obligations under the Trade and no remedies shall be payable;
 - 3.3.5.2. respective Trade Proposal and Response are cancelled.
- 3.3.6. All Trades concluded on the Platform shall be physically settled.
- 3.3.7. A Trade created on the Platform cannot be neither cancelled nor amended. Any amendments or terminations of contracts concluded as a result of a Trade on the Platform, shall be held outside the Platform, in accordance with the TSO's given rules.
- 3.3.8. After Trade confirmation, the counterparties shall be revealed to each other in order to organize settlement between each other. Public information about the trade shall remain anonymous.

3.4. Trading Schedule and Capacity Periods

- 3.4.1. Trading on the Platform shall be carried out during a Trading Session which takes place 7 days a week, 24 hours a day.
- 3.4.2. The Platform may announce some hours as non-trading hours, and during these hours trade on the Platforms would not be carried out. Information about non-trading hours shall be notified to the Members by publishing information on GET Baltic website.
- 3.4.3. Capacity acquired on a primary market as predefined period products can be cascaded and divided to any periods Initiating Shipper is willing to Offer to Sell or Request to Buy Capacity.
- 3.4.4. Capacity Periods should be inline within the time allowing Receiving Shipper to use purchased Capacity and shall take place no later than 4:00 a.m. before the first Gas Day of that Capacity Period to which the Trade Proposal pertains (D-1).

- 3.4.5. The time in winter under – EET (Eastern European Time) and in summer – EEST (Eastern European Summer Time).

3.5. Trader List

- 3.5.1. A User shall be able to create a list of possible counterparties – Trader list. A Trader list can be used by a User who wants to make sure that the counterparty concluding anonymous transaction meets his requirements. Each User can maintain an unlimited number of Trader Lists.
- 3.5.2. For each Trade Proposal or Response, only one Trade list can be applied.
- 3.5.3. A Trader list must contain at least three different Members. A User can decide for every transaction whether and which of their Trader lists shall be applied.
- 3.5.4. If a Trade Proposal using a Trader list is published on the Platform, only Users of Members that are included in the corresponding Trader list are allowed to place Responses in order to conclude a transaction.
- 3.5.5. Trader list can be also applied to Response. If a Trader list shall be used in the Response to a Trade Proposal, the Platform will check whether the other Member who created the corresponding Trade Proposal is on the used Trader List. If not, the User will be notified during the responding process that the Member who placed the Trade proposal is not on the Responding Shipper Trader list, Trade shall not be created.

4. Settlement

4.1. Applicable Fees

- 4.1.1. The following fees for the services of arranging trading on the Platform shall be charged:
- 4.1.1.1. All the Members of the Platform shall be charged an annual membership fee. A fixed annual membership fee shall be payable each year for the membership of the Platform. The annual membership fee shall be paid for calendar year regardless of when the Member status has been granted. The annual membership fee is published on the GET Baltic website.
- 4.1.1.2. A floating trading fee denominated in the EUR per kWh payable by the Member who concluded a Trade for the volume of the Capacity bought and (or) sold on the Platform.
- 4.1.2. If the sanctions provided for in paragraphs 2.3.1 and 6.3.5 of the Regulation are imposed on the Member and the Member Status is limited for some period of time or even is cancelled, or the Member decides to terminate the Membership Agreement, any fees paid by the Member to GET Baltic shall not be refunded to the Member.
- 4.1.3. The settlement and other information on prices and fees are provided in euros.
- 4.1.4. Settlement of accounts for the membership as well as floating trading fee shall be executed by a bank payment order to either the bank account indicated in the VAT invoice issued by GET Baltic or to the bank account indicated on GET Baltic's website.
- 4.1.5. GET Baltic shall issue to the new Member of the Platform an invoice for the membership fee immediately after granting the Member status. The invoice for the annual membership fee for the next year shall be issued not later than on 10 January of that year.
- 4.1.6. GET Baltic shall issue an invoice for the trading activity executed in a previous month on the first Monday of each month.
- 4.1.7. The Member shall pay up the invoice issued by GET Baltic within 8 (eight) calendar days after the date of issuance of the invoice.
- 4.1.8. The GET Baltic shall deliver VAT invoices to the Member's invoicing address indicated when applying for the Membership Status.

4.2. Settlement Obligation

- 4.2.1. The obligations towards the Member to pay the Contract Price shall be subject to the Trade which was validated by the TSO.
- 4.2.2. The payments relating to the concluded Capacity transfer Trades shall be made according to the VAT invoices issued by the counterparty of a Trade.
- 4.2.3. The payment relating to the concluded Capacity transfer Trade shall be invoiced monthly:
 - 4.2.3.1. in advance as regards to the Periods before the month of use of Capacity;
 - 4.2.3.2. for the preceding month to the extent such Capacity has not yet been invoiced.
- 4.2.4. If both counterparties of the Trade mutually agree, they can, instead of terms described in paragraph 4.2.3 of the Regulation, issue invoices for a lump sum covering all Periods of a Trade.
- 4.2.5. The invoice can include several Trades, in case the same Shippers are Parties of several Trades during the Capacity Period.
- 4.2.6. The Shipper, which is entitled to ask for the payment of the Contract Price for the transfer of the Capacity, shall issue invoice to the Shipper being a counterparty to a Trade setting forth all amounts owned between the Trade counterparties.
- 4.2.7. In both cases described in paragraphs 4.2.3 and 4.2.4 of the Regulation, the Shipper, which is entitled to ask for the payment, shall issue invoices every second weekday of the month.
- 4.2.8. The Payment in both cases described in paragraphs 4.2.3 and 4.2.4 of the Regulation shall be made on or before the 10 (ten) calendar day after the date of issuance of the invoice.
- 4.2.9. The Shipper owning an invoiced amount shall pay by bank payment order the amount set forth in such invoice to the payment bank account specified in the relevant invoice.
- 4.2.10. If a Shipper is overdue with any payment due under this Regulation then without prejudice to the other Shipper's other rights or remedies the late-paying Shipper shall be liable to pay the amount of 0.05 % of the outstanding sum for each day of delay from and including the date payment becomes overdue to but excluding the date on which the other Shipper receives payment of the overdue amount together with all interest that has accrued.
- 4.2.11. The Shipper, which is entitled to ask for the payment, shall deliver VAT invoices to the counterparty invoicing address indicated on the Platform.

5. Rights, obligations and responsibilities of the parties

5.1. GET Baltic's and Member's Rights and Obligations

- 5.1.1. The Member and its' authorized User shall be bound by the provisions of this Regulation and legal acts indicated in paragraph 1.3.3 of the Regulation, which regulate trade in Capacity on the Platform, shall refrain from actions which could abuse and (or) manipulate the market and (or) attempt to abuse and (or) manipulate the market.
- 5.1.2. If the Member or its' authorized User suspect that any the other Member is committing actions which are potentially violating the Regulation – the Member and/or its' authorized User shall immediately notify this to GET Baltic.
- 5.1.3. The Member shall bear comprehensive responsibility for all the Trade Proposals and Responses submitted by the Member, the transactions fulfilled by the Member and other actions carried out by the Member on the Platform by means of the Platform log-in credentials given to the Member's Users.
- 5.1.4. In case of disputes between GET Baltic and the Members and (or) the Users the grounds of the grounds of the origin and application of liability of GET Baltic and Members shall be regulated by the Civil Code of the Republic of Lithuania.
- 5.1.5. GET Baltic shall not be liable for the losses or damage caused to the Member, resulting from GET Baltic's activity or inactivity if GET Baltic's activity or inactivity was caused by:
 - 5.1.5.1. the illegal and (or) unreasonable non-fulfilment or undue fulfilment of obligations of other Members operating on the Platform;

- 5.1.5.2. the suspension or disturbance of the Platform provided that these disturbances are caused by reasons beyond the will of GET Baltic;
- 5.1.5.3. the undue submission of the contact data of the Member and (or) by the undue contact data of the Member;
- 5.1.5.4. the actions of GET Baltic related to the performance of the duties stipulated by legal acts, including but not limited to market studies for revealing Members who have a great impact on the market, commenced prejudicial inquiries regarding the breach of legal acts, the requests of competent institutions to disclose information, and other statutory cases.
- 5.1.6. GET Baltic shall not be in any case or circumstance liable for any indirect losses or loss of income of any Members.
- 5.1.7. GET Baltic shall reserve the right to impose the Members with additional fees or charges, related to the specific/additional requests to GET Baltic by the Member.

5.2. General Representation and Warranties of the Members

- 5.2.1. Each Member hereby represents and warrants to the other Members that upon entering in to Trade as follow:
 - 5.2.1.1. it is an entity duly organized, validly existing and in good standing under the laws of its jurisdiction;
 - 5.2.1.2. the entering by it into Trade on the Platform and the carrying out of the Capacity Trade shall not violate any provision of its constitutional documents;
 - 5.2.1.3. it has the power and is authorized to enter into deliver and perform its obligations under this the Trade concluded on the Platform;
 - 5.2.1.4. with respect to a represented Shipper, it is not insolvent, and there are no pending or threatened legal or administrative proceedings to which it is a party which to the best of its knowledge would materially adversely affect its ability to perform the Capacity transaction, such that it could become insolvent.

6. Other provisions

6.1. Force Majeure Circumstances

- 6.1.1. Force majeure shall mean extraordinary circumstances arising after the signing of the Membership Agreements and being outside the control of the Party in question provided that the Party has exercised due care. Such extraordinary circumstances could not be reasonably taken into consideration when the Membership Agreement was concluded and they, during their existence or thereafter, prevent or considerably hinder the performance of the obligations under the Membership Agreement and such hindrance cannot be reasonably prevented or eliminated or this would be economically unreasonable.
- 6.1.2. Force majeure may be attributable for causes such as the following: a fire, explosion, flood, earthquake, government order, war or mobilization, unforeseen large-scale military call-up, confiscation, import ban, force majeure experienced by a foreign natural gas supplier, restrictions in access to power, general shortage of raw materials or supplies, leak in a natural gas pipeline, strike, labour dispute or other circumstance beyond the Parties' control. Lack of funds is not force majeure.
- 6.1.3. GET Baltic and (or) the Member shall not be liable for the non-fulfilment of an obligation resulting from force majeure circumstances as the parties were not aware and (or) could not be aware of the existence and origin of these circumstances, could not control them, and could not prevent the origin of these circumstances and (or) the consequences caused by them.
- 6.1.4. The fulfilment of obligations which is impossible due to force majeure circumstances shall be postponed to the date approved by GET Baltic and the Member or until the expiration of the period required to eliminate the consequences of the event.

- 6.1.5. GET Baltic and the Member shall, not later than within 1 (one) working day, inform each other of the origin of force majeure circumstances and that the fulfilment of the obligations undertaken is impossible due to the force majeure circumstances.
- 6.1.6. If the force majeure circumstances arise, the Member shall submit to GET Baltic the evaluation of the impact of force majeure circumstances and reasonable information regarding the scope of consequences of the event caused by force majeure circumstances and the duration of elimination thereof.
- 6.1.7. GET Baltic and the Member shall make all efforts to avoid the consequences caused by force majeure circumstances and if the consequences arise – to eliminate them.
- 6.1.8. If the force majeure circumstances continue more than 90 calendar days, GET Baltic and the Member shall be entitled to terminate the Membership Agreement.
- 6.1.9. As long as the Regulation is valid only in Finland and the Platform is operational only in Finland, force majeure will also be governed by the Gasgrid Finland Oy Rules.

6.2. Platform Availability

- 6.2.1. The right to use the Platform and its functionalities shall exist only within existing technological state and availability of the Platform, including the combined TSO systems. GET Baltic may limit or eliminate the right to use the Platform on a temporary basis if it is necessary to guarantee server and relevant data safety and integrity or take up technical measures to improve or maintain Platform services. GET Baltic shall notify the Members with appropriate advance about the planned exclusion or limitation availability of the Platform caused by works aimed at improving or maintaining services announcing non-trading hours as stipulated in paragraph 3.4.2 of the Regulation.
- 6.2.2. The right to use the Platform may be temporarily limited or excluded in case of unexpected disturbances or technical difficulties. GET Baltic shall notify Members that are affected by the above and immediately take all economically reasonable actions to remove disturbances or technical difficulties and recover Platform accessibility as soon as possible.

6.3. Amendments, Cancellations and Withdrawals of Documents

- 6.3.1. The Regulation may be amended by the decision of the CEO of GET Baltic.
- 6.3.2. The GET Baltic shall publish amendments to the Regulation and (or) other documentation on the GET Baltic's website just after the relevant decision is taken.
- 6.3.3. If the Member does not give its consent to amendments to the Regulation, it shall be entitled to cancel the Membership Agreement by notifying GET Baltic in writing according to paragraph 2.3.10 of the Regulation.
- 6.3.4. The effective date of the Regulation and amendments thereto shall be 3 (three) working days from the date of the decision of the CEO of GET Baltic to approve the Regulation or amendments thereto and the publication of the Regulation or amendments thereto on the GET Baltic's website.
- 6.3.5. For the breaches of provisions of the Regulation, the Membership Agreement and (or) the legal acts regulating trade of capacity on the secondary market including on the Secondary Capacity Trading Platform, the GET Baltic may impose to the Member the following sanctions:
 - 6.3.5.1. Warning regarding the suspension of the Member's possibility to submit Trade Proposals, Responses and to accept Responses or withdraw of the Member Status;
 - 6.3.5.2. To restrict the Member's possibility to submit Trade Proposals, Responses and to accept Responses;
 - 6.3.5.3. To withdraw the Member Status by cancelling the Membership Agreement.
- 6.3.6. After the restriction of the Member's possibility to submit Trade Proposals, Responses and to accept Responses or the withdrawal of the Member Status all the active Trade Proposals and Responses by the Member, which have not yet been fulfilled on the Platform shall be withdrawn.
- 6.3.7. The Member, whom the status of Member is being restricted and (or) the sanctions established according to the Regulation, shall deliver to GET Baltic an explanation and all the needed documents for a

discovered breach and (or) wrongful within 30 (thirty) calendar days. GET Baltic shall adopt a motivated decision for withdrawal of the sanctions applied to the Member, not later than within 5 (five) working days from the date when all the documents were submitted. If the decision is to withdraw the applied sanctions, the restricted rights of the Member shall be recovered, not later than within 5 (five) working days after the relevant decision is taken. If the Member fails to submit a reasonable and motivated explanation satisfying GET Baltic within the period established, the sanctions imposed shall remain in force or even severe sanctions shall be imposed by the decision of the Operator.

- 6.3.8. The Member and GET Baltic shall have the right to cancel the Membership Agreement as specified in paragraphs 2.3.9 and 2.3.10 of the Regulation.

6.4. Communication and Announcements

- 6.4.1. Communication between GET Baltic and the Members shall be carried out according to the contact data and delivered by means of e-mail.
- 6.4.2. GET Baltic and the Member shall indicate their contact data in the Membership Agreement, and, if contact data is amended – shall in writing notify, not later than within 2 (two) working days, the other party to the Membership Agreement.
- 6.4.3. Information shall be submitted in English, unless otherwise explicitly agreed on by the Parties of the Membership Agreement.
- 6.4.4. Notices and other important information shall be treated as delivered on the date of dispatch provided that it is sent in accordance with the provisions of paragraph 6.4.1 of the Regulation.

6.5. Settlement of Disputes

- 6.5.1. All the relationships formed between GET Baltic and (or) Members and (or) Users shall be subject to the application of this Regulation and law of the Republic of Lithuania.
- 6.5.2. Any disputes arising between GET Baltic and (or) Members and (or) Users shall be settled in a way of negotiations. If the parties fail to settle a dispute in a way of negotiations, the dispute shall be subject to jurisdiction courts in Vilnius of general competence of the Republic of Lithuania in accordance with the judicial procedure.
- 6.5.3. All the relationships formed amongst the Members and (or) Users shall be subject to the application of this Regulation and law of the Republic of Finland.