



**Procedure  
for the access to the TAG gas transmission system  
and  
gas transmission services**

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## Preamble

The scope of the present procedure for the access to the TAG gas transmission system and gas transmission services (hereinafter referred to as the “Procedure”) is to provide all market participants with an easily accessible, transparent and non-discriminatory overview on the requirements for the access to the TAG Network System (hereinafter referred to as “TAG System”), for the related commercial services (capacity acquisition; capacity use) offered by TAG GmbH (hereinafter referred to as “TSO” or “TAG”) as well as TSO’s IT-systems and Capacity booking platform(s)<sup>1</sup>, respectively the European Capacity Platform PRISMA [Welcome to PRISMA \(prisma-capacity.eu\)](https://prisma-capacity.eu) as current unique Platform used by TSO for the commercialization of its gas transportation capacity (hereinafter referred to as “PRISMA”) on the basis of the [PRISMA’s “General Terms and Conditions for Use”](#) in their latest valid version published (hereinafter referred to as “PRISMA GTC”).

The PRISMA Support (links inserted under relevant chapters of this Procedure) offers a detailed description for the system functionalities and step-by-step procedures for system use.

In the event of any conflict between this Procedure and the Capacity Contract, the Capacity Contract shall prevail.

In case of any discrepancy between this Procedure and the [“General Terms and Conditions for Transmission Network Access of TAG GmbH”](#) approved in its latest version by Energy Control Austria (hereinafter referred to as “GTC”), the GTC shall prevail.

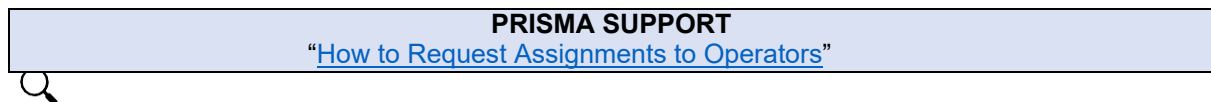
<sup>1</sup> as defined under Article 37 of the Reg. (EU) 2017/459, establishing a network code on capacity allocation mechanisms in gas transmission systems (“NC CAM”).

## **1. Capacity acquisition on the primary market**

### **1.1 Access to the “Additional Services for TAG Shippers on PRISMA Platform”**

Prior to the participation in any TSO auction(s) carried out on PRISMA for the allocation of gas transportation standard capacity products available on the TAG System (Primary Market) as well as the capacity trading on the Secondary Market, the System User shall register according to the following steps:

Registration and Activation Request on PRISMA according to the PRISMA GTC Assignment with TAG as Operator on PRISMA according to the TSO GTC Authorization of user(s) on the PRISMA Platform.



### **1.2 Authorization of user(s) on the PRISMA Platform**

The System User shall request TSO for the activation of the designated authorized users - that should be granted the right to perform actions on PRISMA (Primary and/or Secondary) by means of the form “Confirmation of Authorization of Users on PRISMA (Primary and Secondary)” to be provided by TSO upon user request via PRISMA.

The access to the Secondary market will be granted after receipt of the Request for Activation and Confirmation of Users on PRISMA Platform. The access on PRISMA Primary will be activated as soon as the Frame Capacity Contract will become effective.

## **1.3 Frame Capacity Contract**

### **1.3.1 Application for the Frame Capacity Contract**

After completion of the registration according to Point 1.1 of this Procedure the System User will be enabled to request a Frame Capacity Contract or “FMCT” on PRISMA. As soon as this request has been submitted, a customized version of the FMCT (taking into account the System User’s information/contact details already submitted by System User on PRISMA) will be available for download.

The text of the Frame Capacity Contract is mandatory and shall not be modified due to non-discriminatory reasons.

The System User shall sign and transmit the Frame Capacity Contract to TSO as following:

- Hard copies – 2 original duly signed copies in original with each page initialized - by means of Courier (to TAG GmbH, Attn.: Business development & Commercial Department Wiedner Hauptstrasse 120, 1050 Vienna, Austria) or alternatively
- Certified PDF Document - with encrypted electronic signature by means of e-mail (to [commercialservices@taggmbh.at](mailto:commercialservices@taggmbh.at))

The Frame Capacity Contract shall come into force as soon as the contract is activated on PRISMA by TSO, in any case not later than 5 working days after the signature of the authorized representatives of the contractual parties.

Indicative time frame for activation of a signed Frame Capacity Contract on PRISMA	Within 5 working days after provision of signed copy to TAG
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<b>PRISMA SUPPORT</b> <a href="#">How to Request a Frame Contract with an Operator</a> <a href="#">How to View and Download Your Contracts with Operator</a>
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## 1.4 Financial Securities

### 1.4.1 Financial Securities Framework

As soon as the Frame Capacity Contract enters into force the System User is entitled:

- to bid for capacity on PRISMA primary market for **Monthly, Quarterly and Yearly Standard CAM capacity products** immediately without an upfront financial security. In case of successful bid(s), a financial security coverage has to be provided by System User not later than 5 working days after the booking of the capacity on PRISMA and in any case not later than 5 working days before the start of transportation service (the latter applies only in case the auction event takes place later than 5 working days before the start-up date of the product).
- to bid for capacity on PRISMA primary market for **Day-Ahead and Within-Day Standard CAM capacity products** prior an appropriate (indicative coverage for 3 months is recommended) upfront financial security – covering at least the same

amount of the value of products to be booked on PRISMA - which has to be provided and approved by TAG in advance. The relevant credit limit framework must be associated (according to Point 1.5 of this Procedure). The minimum guaranteed amount to be attributed shall be 3.000 Euro.

Any financial security shall be provided in accordance with Point IV. (3) and (5) of the General Terms and Conditions for Transmission Network Access of TAG GmbH in its latest valid version and Article 7 of the Frame Capacity Contract "Securities and Ratings".

### **1.4.2 Financial Securities Submission**

Following financial securities can be provided by System User:

- **Cash Deposit**

Once the System User submits a Cash Deposit Request on PRISMA, a Payment Reference Code will be created automatically by PRISMA.

**The mentioned Payment Reference Code must be used to execute a unique bank transfer.**

In case the Payment Reference Code is not inserted, incorrectly inserted, or used for several bank transfers delays in the processing might occur.

In case the System User intends to process more than one bank transfer, additional request(s) on PRISMA for cash deposit have to be submitted and the respective Payment Reference Code(s) have to be used.

**The Cash Deposit Request can be withdrawn in PRISMA by System User at any time before the bank transfer is performed.**

- **Bank Guarantee**

Once the System User submits a Bank Guarantee Request on PRISMA, a customized text of the Bank Guarantee will be available for download. The provided Bank Guarantee text is mandatory and shall not be modified due to non-discriminatory reasons.

Following information shall be added by the System User at its own discretion:  
"Guarantee Effective Date"

“Guarantee Expiry Date”

(Both under Point 5 of the text of the Bank Guarantee)

The Issuing Bank shall have a long-term rating of at least **Baa3** Moody’s or equivalent Standard & Poor’s or Fitch.

After receipt by TSO, the original document is subject to a process of bank authentication (if sent in original to TAG premises) and in any case of verification by TAG. After verification, the System User is notified about the acceptance or rejection of the bank guarantee.

**The Bank Guarantee shall be transmitted as following:**

In case of transmission of the original document to TAG premises by courier:

TAG GmbH

Attn. Business Development & Commercial Department

Wiedner Hauptstrasse 120

1050 Vienna

Austria

*or alternatively*

In case of System User’s Issuing Bank (Guarantor) transmission via SWIFT to following Bank designated by TSO:

Erste Group Bank AG

OE 0196 1608/ Trade Finance Sales

Guarantee Business Sales Execution

**The Bank Guarantee Request can be withdrawn by System User at any time before TSO’s approval or rejection on PRISMA.**

▪ **Parent Company Guarantee**

In case System User submits a Parent Company Guarantee Request on PRISMA the request will be accepted by TSO if the System User’s Parent Company (Guarantor) has a credit rating equal or higher than **A3** Moody’s or equivalent Standard & Poor’s or Fitch (Adequate Company Rating) and a respective customized text of the Parent Company Guarantee will be available for download

The Parent Company Guarantee text is mandatory and shall not be modified due to non-discriminatory reasons.

Following information shall be added by the System User at its own discretion: "Parent Company Guarantee Effective Date" and "Parent Company Guarantee Expiry Date" (both under Point 5 of the text of the Parent Company Guarantee)

Following information shall be added by the System User at its own discretion: "Guarantee Effective Date"

"Guarantee Expiry Date"

(Both under Point 5 of the text of the Parent Company Guarantee)

The Original Parent Company Guarantee shall be transmitted by courier to TSO's premises:

TAG GmbH

Attn.: Business Development & Commercial Department

Wiedner Hauptstrasse 120

1050 Vienna

Austria

**The Parent Company Guarantee Request can be withdrawn by System User at any time before TSO's approval/rejection on PRISMA.**

#### ▪ **System User Rating**

In case the System User has a credit rating equal or higher than **A3** Moody's or equivalent Standard & Poor's or Fitch the submission of following information on PRISMA shall be performed:

- Rating Agency (Moody's or equivalent Standard & Poor's or Fitch)
- Quotation (Rating)

It is requested that a maximum coverage amount has to be set by the System User on PRISMA.

No mandatory document has to be provided by System User and after a verification done by TSO the Rating is approved or rejected by TSO on PRISMA. System User is notified about the approval or rejection of the submitted rating.



The Rating Request can be withdrawn by System User at any time before TSO's approval or rejection on PRISMA.

Minimum credit rating of the Issuing bank for Bank Guarantee requested by TSO	<b>Baa3</b> Moody's or equivalent Standard & Poor's or Fitch
Minimum Parent Company Guarantee rating requested by TSO	<b>A3</b> Moody's or equivalent Standard & Poor's or Fitch
Minimum rating for application of System User rating (according to Art. 7.7 of the Frame Capacity Contract), requested by TSO	<b>A3</b> Moody's or equivalent Standard & Poor's or Fitch

<p style="text-align: center;"><b>PRISMA SUPPORT</b></p> <p style="text-align: center;"> <a href="#">How to Submit a Financial Security</a>  <a href="#">How to View the Credit Limit Details of a Contract</a>  <a href="#">How to Withdraw a Financial Security</a> </p>
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### 1.4.3 Terms of validity applied to bank guarantees and parent company guarantees

If the Security has been provided by means of a Bank Guarantee or a Parent Company Guarantee with a term of less than one year, the transportation services for Quarterly, Monthly, Day-Ahead and Within-Day Capacity Products are limited to the end of the 4<sup>th</sup> gas month preceding the bank guarantee/parent company guarantee's expiry date.

**Example:** in case of provision of a bank guarantee or parent company guarantee with a term of less than one year, e.g.

Bank Guarantee Effective date: 16.07.2024

Bank Guarantee End Date: 15.07.2025

End of transportation service: 01.04.2025, 06:00 a.m.

### 1.4.4 Collateralization for the provision of security for successive Quarterly and Yearly capacity bookings at a given Entry or Exit Point

In case System User's Contracted Capacity includes more than one quarterly respectively yearly capacity product at a given Entry or Exit Point, the total amount of security deposit to be provided for this Entry or Exit Point is collateralized and is limited to the security deposit to be provided for the highest (determined based on the monthly fee) quarterly respectively yearly capacity product at this Entry or Exit Point, in accordance with Article IV Sec. 5 of the GTCs

When the highest quarterly respectively yearly capacity product is elapsed or assigned, TAG will evaluate the security deposit taking into account the highest (determined based on the monthly fee) remaining quarterly respectively yearly capacity product at this Entry or Exit Point.

For avoidance of any doubt, the level of security deposit to be provided under the collateralization principle is evaluated separately for each Entry or Exit Point of the TAG System and then summed up to determine the total amount, whereby firm and interruptible capacity products are considered together.

#### **1.4.5 Return and release of Financial Security**

The System User is entitled to request the return and/or release of the provided Cash Deposit, Bank Guarantee and Parent Company Guarantee, as following:

##### **- Cash Deposit**

The System User is entitled to request the release (total or partial) of the unassociated cash deposit amount on PRISMA (Amount available for Release) according to Article IV, Section (8) of the GTC. The request of release of the cash deposit amount will be processed by TSO within the next working days from the date of such request according to the information (amount to be released and bank account) provided by the System User in PRISMA.

#### **PRISMA SUPPORT**

[How to Release Cash Deposit for a Frame Contract](#)

##### **- Bank Guarantee / Parent Company Guarantee**

The System User is entitled to request the return of the Bank Guarantee or Parent Company Guarantee according to Article IV, Section (8) of the GTC on PRISMA, provided the said guarantee is fully unassociated to any credit limit category. Within the next working days from the date of such request, the relevant Guarantee will be returned to the address of the System User indicated in PRISMA or alternatively to the address notified to TSO by the System User.

### 1.4.6 Amendment of Bank Guarantee and Parent Company Guarantee

The System user is entitled to request an amendment of the Bank Guarantee or Parent Company Guarantee, to increase or decrease the “Maximum Guaranteed Amount”, inserting a request on PRISMA and using the relevant customized text available for download on PRISMA. The text is mandatory and shall not be modified due to non-discrimination reasons.

Amendments of the validity period of the Bank Guarantee and Parent Company Guarantee are not possible.

It is understood that in case of a Bank Guarantee Amendment TSO will keep the original Bank Guarantee already issued in favor of TSO.

#### PRISMA SUPPORT

[How to Amend a Bank Guarantee](#)  
[How to Amend a Parent Company Guarantee](#)

### 1.4.7 Rating changes and guarantees’ revocation

If the System User ceases to comply with the minimum rating requirements as specified in Point 1.4 of this Procedure, the System User is obliged to provide a new security in accordance with Article 7 of the Frame Capacity Contract **within 5 working days** from the date of the rating downgrade.

In the event System User – who previously was obliged to provide a security deposit – turns to comply with the conditions laid down in Article 7.7, without prejudice to 7.8, of the Frame Capacity Contract, TSO upon written request by System User shall return to System User the security deposit within the next working days from such a request.

In case of revocation of a Bank Guarantee/Parent Company Guarantee, the System User has to ensure that the TSO is informed in writing at least 4 months before the termination date specified in the letter. In case a Bank Guarantee/Parent Company Guarantee has been revoked, system user shall provide to the transmission system operator with an equivalent security deposit not later than 30 working days before expiration of the revoked Bank Guarantee/ Parent Company Guarantee unless all duties, liabilities and obligations of System User under the Frame Capacity Contract have been finally and definitively discharged in full by the termination date specified in the letter.

Lead Time for provision by System User to TSO of a new security in case of ceasing of compliance with the rating rules for financial security	5 working days
Lead Time for information of TSO by System User in case of revocation of Bank guarantee(s) or Parent Company Guarantee(s).	4 months
Lead Time for provision by System User to TSO of an equivalent security deposit in case of revocation of Bank guarantee(s) before expiration of revoked Bank Guarantee(s) or Parent Company Guarantee(s)	30 working days

### 1.4.8 Replacement of a Financial Security

In case the System User intends to replace an existing financial Security a new request submission on PRISMA shall be performed, according to Point 1.4.2 of this Procedure. Upon the approval of the new financial security and the corresponding allocation to the various credit limit categories according to Point 1.5 of this Procedure, System User might un-associate the former Financial Security and request its return according to Point 1.4.5 of this Procedure.

## 1.5 Credit Limit

After the approval of the provided Financial Security(ies) by TSO, the System User will be enabled to edit the credit limit association separately for each Financial Security in PRISMA.

### 1.5.1 Credit Limit Association

The security amount shall be attributed to the credit limit categories ("Short Term" (Day-Ahead and Within Day), "Monthly", "Quarterly" and "Yearly") by the System User at its own discretion on PRISMA and shall be compliant with the minimum amount required by the provisions outlined in Point IV (3) and (5) of the GTC.

In compliance with Point 1.4 of this Procedure, in any case the participation to the auctions related to Monthly, Quarterly and Yearly products is granted independently from the amounts associated to formerly mentioned products. Once the System User has awarded Monthly, Quarterly or Yearly products on PRISMA, the System User shall provide the required financial security amount according to Point IV (3) and (5) of the GTC in order to cover the Required Amount, as stated by PRISMA.

In case of any change required by the System User, a respective update of such allocation shall be done by the System User on PRISMA. In particular, in case of:

- Security amount increase/decrease for each respective kind of security (e.g. increase of bank guarantee; reduction of cash deposit; etc.)
- Security amount increase/decrease for each respective capacity standard product

## PRISMA SUPPORT

[How to associate amounts from your financial security with credit limits](#)  
[How to View the Credit Limit Details of a Contract](#)

### 1.5.2 Credit Limit Reinstatement – Short Term (Day-Ahead and Within-Day)

The Short Term Credit Limit according to point IV (3) GTC is reinstated on PRISMA upon processed payment of the outstanding invoice(s) separately for the **Capacity-based** System Utilization Charge invoice as well as the **Commodity-based** System Utilization Charge Invoice, if any.

Incorrect payment information, in particular the payment reference, may result in delay in the credit limit reinstatement.

## 1.6 Capacity Auctioning

The booking of TSO primary capacities on PRISMA has to be performed according to the PRISMA GTC.

### 1.6.1 Capacity products on offer

TSO offers standard capacity products - According to Article 9, point 1 of the Reg. (EU) 2017/459 - (Within-Day, Day-Ahead, Monthly, Quarterly, and Yearly) on Primary Market as defined in Article 2 of the Frame Capacity Contract.

TSO performs on the Capacity Booking Platform independent auctions for each Interconnection Point, direction (Entry and/or Exit) and quality (firm FZK; interruptible UK) and standard product separately. The auctions will start **according to the schedule and capacity published as follows:**

- Auctions are executed according to the time schedule published on PRISMA platform
- The bundling of capacity is executed in PRISMA according to Chapter IV of the CAM Network Code.

### 1.6.2 Bids as Binding Offers and Bids allocation

Each winning bid submitted in the frame of an auction carried out on PRISMA shall constitute a legally binding contracted capacity according to:

- Article 2.2 and Article 5 of the Frame Capacity Contract stipulated between System User and TSO
- PRISMA GTC

### **1.6.3 Auction Results**

After the conclusion of capacity auctions, each participant is automatically notified about its result by PRISMA.

According to Section IV para.9 GTC, it is in the responsibility of the System User to allocate the awarded capacity to a valid Balance Group in due time (See Chapter V. below).

## **2. Congestion Management Procedures (CMP)**

According to paragraph 2, Annex I, of Regulation (EC) No 715/2009 as well as § 11 Gas-Market Model Ordinance as amended (“in short “GMMO”), the following CMP are applied by TSO:

- 1) Surrender of unused contracted capacity in the TAG Pipeline System
- 2) Firm Day-Ahead “Use-it-or-Lose-it” Mechanism (“Short-Term UIOLI”)

### **2.1 Surrender of unused contracts capacity in the TAG Pipeline System**

#### **2.1.1 Legal background**

The surrender mechanism may apply for yearly, quarterly and monthly products. According to the requirements of Art. 2.2.4 (Annex I, of Regulation (EC) No 715/2009) and the GTC, TSO shall accept any surrender of booked firm capacity which has been contracted by a System User at an entry or exit point of the TAG System, except for capacity products with a term of one day or less.

TAG system users having a capacity contract in force with a duration of longer than a day shall be entitled to surrender such capacity also on daily basis in line with this Procedure.

#### **2.1.2 Information for surrender of long-term capacity**

Articles 8.6 and 8.7 of Reg. (EU) No. 459/2017, the NC CAM, requires the TSO to set aside, during the annual yearly capacity auctions:

- 10% of the technical capacity for the coming 5 years in order to reserve these quotas (“the Quotas”) for short term capacity products.
- 20% for the 10 years following the first 5 years

Unless a surrender of capacity would make available an amount of capacity higher than the Quotas described above, until 01.01.2023 the available capacity in the TAG System at the interconnection points Entry Baumgarten and Exit Arnoldstein is below the Quotas.

TAG accepts any request to surrender capacity for the upcoming 15 gas years. However, for those years in which the available capacity (including the capacity made available via the surrender mechanism) is below the Quotas, TSO shall not offer such capacity during the respective annual yearly capacity auction. This requirement does not affect the validity of the surrender procedure, including time stamp and bindingness of the surrender request.

Where the surrendered capacity is not offered in the annual yearly auction the capacity is returned to the System User and can be surrendered again for the following quarterly, monthly and Day-Ahead auctions by the System User in the Commercial Services Area. In each such case the System User shall present a new surrender request as required by the Procedure for Surrender and the Surrender User Manual.

TSO will not automatically rollover previously unsold surrendered capacities (e.g. unsold yearly surrendered capacity is not rolled over into quarterly surrendered capacity).

Requests may be submitted earliest 30 days prior to publication of the auction and latest by

- For Day: 01:00 p.m. on the publication day of the auction
- For Monthly: two working days 11:00 a.m. before the publication day of the auction
- For Quarterly: two working days 11:00 a.m. before the publication day of the auction
- For Yearly: two working days 11:00 a.m. before the publication day of the auction

For the avoidance of any doubt, the deadlines above are defined in relation to the publication date on the PRISMA platform and not the auction date. Any later request shall be rejected. The surrender request shall be considered binding from the closure of the surrender request window.

Deadline for surrender request(s) from System User to TSO	<ul style="list-style-type: none"> <li>- For Day: 01:00 p.m. on the auction publication day</li> <li>- For Monthly: two working days 11:00 a.m. before the publication day of the auction</li> <li>- For Quarterly: two working days 11:00 a.m. before the publication day of the auction</li> <li>- For Yearly: two working days 11:00 a.m. before the publication day of the auction</li> </ul>
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<p style="text-align: center;"><b>PRISMA SUPPORT</b>  <a href="#">How to Create a Surrender Request</a></p>
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## 2.2 Firm Day-Ahead “Use-it-or-Lose-it” mechanism

TSO offers capacity deriving from unused booked firm capacity subject to the “use it or lose it mechanism” (“Short-Term UIOLI”) on firm day-ahead basis according to §11.3 of the Gas Market Model Ordinance, as duly amended. For more information, please refer to the last valid GMMO ordinance.



### 3 Capacity acquisition on Secondary Market

Parties interested in offering/requesting gas transportation capacities in the TAG System on the Secondary Market are subject to the provisions outlined in the Gas Market Model Ordinance as amended (“in short “GMMO”). Procedures related to the Capacity Booking Platform have to be observed, in particular detailed Information (parameters, lead time, etc.) in connection with capacity trading via PRISMA can be found in the PRISMA GTC.

System users have the possibility to pass on transportation capacities on the Secondary Market to third parties by means of **Assignment** (transfer of ownership) and **Transfer of Use** (transfer of utilization rights).

In both cases the publication of the capacity transfer on PRISMA Secondary Trading Platform (“PRISMA Secondary”) is mandatory, whereby TSO shall not be held responsible of any data published thereon.

As soon as the respective information is submitted by the involved parties on PRISMA Secondary, TSO will perform all steps foreseen in the relevant procedures in order to enable interested parties to conclude the deal (buy/sell of capacity). In case of an assignment, any deal will be approved by TSO only if all required conditions foreseen in relevant procedures are fulfilled. System users already registered on PRISMA by TSO shall automatically be entitled to publish relevant trading information on PRISMA Secondary.

It is underlined that according to § 23 par 1 Gas Market Ordinance 2012, as amended, any capacity which shall be handed on by assignment or transfer of use has to be allocated by the System User to a valid balance group before the sending of the nominations by the balance group responsible to the TSO.

The allocation of a gas transportation capacity to a balance group shall be carried out by the System User having stipulated a capacity contract with TSO without any exemption on PRISMA.

#### 3.1 Access on PRISMA Platform for the Secondary Market

For the access on PRISMA Platform for the Secondary Market, please refer to Point 1.1 of this Procedure.

## 3.2 Assignment (transfer of ownership)

### 3.2.1 Assignment of Capacity contracted under the Frame Capacity Contract

After a Trade Proposal has become a Trade between Assignor and Assignee published on PRISMA Secondary (Proposal to sell match with Proposal to buy), TSO shall approve the assignment only upon fulfillment of following requirements **with a lead time of 5 working days before start of capacity usage**:

- The Assignee has already stipulated a Frame Capacity Contract with TSO
- The Assignee shall provide a sufficient credit framework, Point 1.5 of this Procedure, for the requested products on PRISMA, according to Point IV. (5) of the GTC and to Point 1.4 of this Procedure.

In case one of the above-mentioned requirements is not fulfilled, the trade submitted by the parties will not be approved. In case the trade expires, the involved parties shall aim at posting it again on PRISMA Secondary.

Since the fulfillment of above-mentioned requirements might be in conflict with the lead time of 5 working days for approving the trade on PRISMA Secondary Trading Platform ("PRISMA Secondary"), the Assignor and the Assignee shall be aware that the approval of mentioned trade on PRISMA Secondary will only be given by TSO after verifying the above mentioned requirements.

#### PRISMA SUPPORT

[How to create a trade proposal](#)

### 3.2.2 Assignment of Pluriannual Capacity Contracts and Standard Capacity Contract

In case of Assignment of any capacity contracted under the "Amendment to and Consolidation of Long Term Capacity Contract" ("LECT") including subsequently Assigned Capacity Contracts thereof, after a Trade Proposal has become a Trade between Assignor and Assignee published on PRISMA Secondary (Proposal to sell match with Proposal to buy) a customized **Derived Capacity Contract** ("DECT") will be available for download on PRISMA.

The Assignee shall sign and transmit to TSO the respective DECT as following:

- Hard copies – 2 original duly signed copies with each page initialized - by means of Courier:  
TAG GmbH  
Attn.: Business Development & Commercial Department  
Wiedner Hauptstrasse 120  
1050 Vienna  
Austria  
or alternatively
- Certified pdf Document - with encrypted electronic signature by means of e-mail (to [commercialservices@taggmbh.at](mailto:commercialservices@taggmbh.at))

The Assignee shall provide a Financial Security submitting a request on PRISMA. The securities as described under Point 1.4 of this Procedure are accepted by TAG with exception of the Parent Company Guarantee.

As soon as all above mentioned requirements have been fulfilled, not later than **a lead time of 5 working days before start of capacity usage** the TSO will approve the Secondary trade on PRISMA.

In case one of the above-mentioned requirements is not fulfilled, the trade submitted by the parties will not be approved. In case the trade expires, the involved parties shall aim at posting it again on PRISMA Secondary.

It is possible to substitute the already provided Financial Security by creating a new Financial Security Request, as described under Point 1.4 of this Procedure. After the approval of the new submitted Financial Security, the already provided Financial Security shall be returned, as described under Point 1.4.5 of this Procedure.

Lead Time for approval by TSO of an assignment trade, provided that all pre-conditions are fulfilled before start of capacity usage	5 working days
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<b>PRISMA SUPPORT</b> <a href="#">How to Download a Derived Contract (DECT)</a> <a href="#">How to submit a Financial Security</a>
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### 3.3 Transfer of Use (transfer of utilization rights)

Interested parties who intend to transfer the utilization rights of their capacities on the secondary market are obliged to publish such information on the PRISMA Platform.

TSO shall not perform any verification/validation steps as the published information is automatically (only pro forma) approved by the TSO.

TSO shall not be held responsible for the published data in case of the confirmation of the trade.

It is the duty of the initial capacity holder to allocate the capacity subject to transfer of use to the required balancing groups before the submission of nominations to TSO.

## 4 Balance Group Allocation

TSO enables its System Users to allocate Entry and/or Exit capacity to balance groups or sub- balance accounts on PRISMA.

The Entry/Exit capacity contracted under a Capacity Contract entitles the System User to allocate such capacity to an active balance group or a sub-balance account. The System User's EIC code is needed for the allocation of capacity to a balance group or sub-balance account.

### 4.1 Prerequisites and lead times for capacity usage

Capacities in a balance group or sub balance account can only be used if the following conditions for capacity usage are fulfilled:

- The balance group or sub-balance account and its counterparty(ies) on the neighboring system(s) (SNAM / Eustream) has been communicated to TSO's 24/7 Commercial Dispatching ([commercial.dispatching@taggmbh.at](mailto:commercial.dispatching@taggmbh.at)) at least **3 working days** before the first nomination at this Entry/Exit Point before and established matching notifications (Shipper-Code-Pairs) have been used. The Commercial Dispatching Team shall be contacted in order to receive the shipper pair implementation form.
- The Balancing Group Responsible has authorized System User to allocate capacity into its balancing group(s) by means of an authorization on the platform of the Market Area Manager AGGM

The respective capacity is allocated by System User to a balance group or sub balance account no later than **3 (three) full hours** before the start of capacity usage.

If one of the above conditions is not met the capacity allocated to the balance group or sub balance account cannot be used.

After a successful bid or newly concluded secondary assignment, The System User is notified 3 working days (72 hours) before the start of the runtime of the capacity, if the capacity has not been allocated to any balance group or sub-balance account.

Lead Time for communication of the balance group/sub-balance account by System User to TSO before first nomination and matching process	3 working days
Lead Time for allocation of capacity to a balance group/sub-balance account for capacity usage by System User, provided that all other pre-conditions are fulfilled, before start of capacity usage	3 hours

#### PRISMA SUPPORT

[How to Allocate Your Capacity to a Balancing Group](#)  
[How to View Balancing Groups and Portfolio Codes](#)

## 5. Reduction Management

The preliminary, not binding information published by TSO on its website concerning scheduled maintenance works on the TAG Pipeline System shall become binding 42 days prior to the date of the maintenance event, according to Point 3.3 lit. (g) of the Annex 1 of Reg. (EC) Nr. 715/2009.

Notwithstanding the above, each balance group (on behalf of system user(s)) has the right to nominate up to 100% of the booked capacity's hourly flow rate.

In case the sum of all nominations is higher than the available transportation capacity on the TAG System, TSO is entitled to firstly reduce/interrupt the transportation capacity contracted with System Users on interruptible basis on the basis of the "Description of types of capacity and interruption rules" outlined in the Annex 5 of the Frame Capacity Contract.

In case of unplanned maintenance works (announced less than 42 days in advance) or maintenance works exceeding 360 hours over one gas year at a network point, the provisions outlined in the Gas System Charges Ordinance 2013, in particular Annex 2 (concerning section 3 para. 10 and section 4 para. 5) shall apply.

The hours of maintenance are evaluated in full interruption equivalent, whereby 1 hour of reduction of 10% of the technical capacity amounts to 0,1 hour of full interruption equivalent.

## 6. Invoicing

All capacity-related invoices issued by TSO, including respective attachments, will be available and published only on PRISMA. Invoices will be issued with reference to the respective contract code and have a dedicated payment reference code, to be used.

The payment reference as indicated in the text of the invoice is mandatory to perform correctly the credit limit reinstatement, according to Point 1.5.2 of this Procedure.

In case of delayed payments, TSO will send System User information related to invoice's dunning via PRISMA. Refusal to pay invoices by System User constitutes a reason for escalation, including, but not limited to, restriction of access to TSO's services, enforcement of financial securities and court actions.

### PRISMA SUPPORT

[Where to View and Download Your Invoices](#)

## 7. Capacity Conversion Mechanism

TAG, in line with Article 5 of the Gas Market Model Ordinance 2012, and as subsequently amended, has implemented a service for the conversion of unbundled FZK capacity at the relevant entry and exit interconnection points of the TAG system starting from 01.10.2017 at 06:00 am (CET).

The capacity conversion service allows the System User(s) having contracted existing unbundled capacity at TAG entry/exit interconnection point(s) and having successfully acquired bundled capacity in an auction at the same interconnection point(s) to convert such unbundled capacity into bundled capacity.

Such service can be requested by System User(s) holding unbundled FZK capacity contract only in case of insufficient unbundled firm capacity offered by the adjacent TSOs on the other side of the interconnection point(s).

**Within 3 working days** after the receipt of notification of the successful bundled capacity allocation sent by PRISMA after the termination of the auction, the System User shall be entitled to request a capacity conversion in PRISMA.

Subject to the conversion service request, TSO will verify the validity of the conversion request (in particular taking into account the offer of capacity of the neighboring TSO) and will send

a confirmation/refusal within **3 working days** after receiving the conversion request from the System User.

The service of conversion applies to yearly, quarterly and monthly FZK auctions for transportation services starting from 01.10.2017, 06:00 a.m. This service will be offered free of charge. The originally unbundled booked capacity converted into bundled will be charged at the tariff applied before the conversion plus any auction premium arising from the successful bundled auction.

Deadline for request by System User to TSO of capacity conversion after termination of the auction	3 working days
Process time by TSO for sending confirmation to System User after receiving the valid capacity conversion request	3 working days

#### PRISMA SUPPORT

[How do I create an ex-post conversion request](#)

## 8. Commercial Team Contacts

In case of questions related to commercial matters, Capacity Allocation on the primary market, transportation capacity, auction on PRISMA Capacity Platform, capacity trading on the secondary market, network development plan, tariff calculator etc. please refer, on working days during office hours, to the Commercial Team of Business Development & Commercial Department.

Contacts Business development & Commercial Department:

[TAG – Services \(taggmbh.at\)](https://taggmbh.at)

## **9 BRP Services**

### **9.1 Standard data connection and data format**

Based on European data exchange standards an AS4 connection for sending and receiving Edig@s messages must be established between TAG and the BRP. The Gas market Code – Chapter 3 by E-Control offers detailed information in this respect. For setting up the AS4 connection with TAG please contact the 24/7 Commercial Dispatching Team for receiving the connection sheet.

### **9.2 Web-nominations Commercial Dispatching**

TAG accepts (re-)nominations of the Balance Responsible Parties (BRP) in the "Edig@s"-format. As an alternative, TAG also offers a web-platform allowing registered BRP to (re-)nominate on a 24/7 basis. Furthermore, this web-platform can also be used as backup solution by the BRP in case of technical problems in transmitting "Edig@s"-format.

The platform for Webnomination within the Commercial Dispatching Platform "CoDiP" allows to manage all relevant information e.g. Confirmation, allocation data, etc.

#### **9.2.1 User Manual / Registration / GTCs for the use of the "BGR Service Platform"**

The use of the platform for Webnomination within the Commercial Dispatching Platform "CoDiP" is ruled by the corresponding General Terms and Conditions for the use of the online web-tool "BGR Service Platform" (GTCs).

To use this platform, a BRP must register according to the Online Registration process described in the GTCs.

The TAG CoDiP Balance Group Responsible User Manual describes the functionalities made available in the Commercial Dispatching Platform "CoDiP" system.

<a href="#">ANNEX 1 - 02b Application Form CODIP</a>
<a href="#">ANNEX 2 - 02c Implementation Form BGR</a>
<a href="#">ANNEX 3 - CODIP BGR User Manual</a>
<a href="#">ANNEX 4 - GTC BRP Service Platform</a>



## **9.4 Contact**

In case of questions regarding the operation of the Commercial Dispatching platform, please contact TAG's Commercial dispatching:

[commercial.dispatching@taggmbh.at](mailto:commercial.dispatching@taggmbh.at)

Tel: +43 (1) 597 51 16 – 58470

Fax: +43 (1) 597 51 16 – 58479

## **10. Rules for the Use of Access Data**

Any inappropriate use of access data (credentials) as well as the direct, indirect, total, partial, voluntary or involuntary divulgence of access data to third parties is wholly under the responsibility of the User who will be liable for any damage suffered by TSO as a consequence of the divulgence of the access data.

## **11. Other Stipulations**

### **11.1. Reference to Time**

Any reference to time shall be construed as to whatever official time in force in Austria (CET). Working Day in the context of this Procedure refers to every day of the year other than Saturday, Sunday, statutory holidays in Austria as well as 24 and 31 December.

### **11.2 Liability**

In addition to Section XXII para.4 GTC, TSO, including its employees, servants, representatives and agents, shall not be liable for any direct or indirect loss (including loss of profit) damage or cost arising out of or in connection with the use of the Online Auction web applications, including reliance upon the information and material contained within said system. TSO gives no warranty for the Online Auction web application tools (e.g. server) being free of viruses or other dangerous elements and being available without interruptions or at all, except in case such loss, damage or cost arises out of or results from gross negligence or willful misconduct.

TSO reserves the right to update at its sole discretion at any time and without prior notice or liability any information directly or indirectly related to this Procedure. While TSO makes every effort to provide accurate and complete information, various data may change prior to updating.

All information is given without warranty, expressed or implied, as to the accuracy, reliability or completeness of furnished data.

TSO assumes no liability for misprints, for the correctness and completeness of information and entries or for the mode of presentation and informs that System User(s) are solely responsible for any decisions made on the basis of the information provided in the context of this Procedure. System User(s) connect to the Online Auction web applications at its costs and risk, bearing in particular the costs of terminals, telephone and provider charges.

TSO accepts no liability whatsoever that any information related to the auction event (Procedure, User Manual, Online Auction web application) is complete, accurate or current. This also applies to any links provided directly or indirectly by this Procedure for information purposes.

Any communication or notice required or permitted to be given under this Procedure shall be made in writing (English language shall be used).

TSO cannot be held responsible for any information which is not in writing.

TSO accepts no liability whatsoever for the content of third-party websites that can be accessed via links from the TSO's website. Any access to third-party websites is at the sole responsibility of the user.

By submitting the Registration System User agrees and acknowledges that the auction event is subject to this Procedure and that it is fully aware of the meaning and content of all the provisions herein.

### **11.3 Dispute Resolution**

All disputes arising out or in connection with the provisions laid down in this Procedure for the access to the TAG gas transmission system and gas transmission services shall be finally settled under the most recent version of the Rules of Arbitration of the International Chamber of Commerce (the "Rules") by three arbitrators appointed in accordance with said Rules. The arbitral tribunal shall sit in Vienna; language of the proceedings shall be English.

Austrian law (excluding rules and regulations governing conflict of laws) shall be applicable to the dispute in any respect, i.e. also as code of procedure where the Rules are silent.

Except where explicitly otherwise indicated above, all capitalized and uppercases terms shall have the meaning ascribed to them in the GTC and in the Capacity Contract.