MIBGAS DERIVATIVES RULES

Date: 29/11/2018

INDEX

1 GENERAL PRINCIPLES AND REGULATIONS

1.1 Purpose and scope

These Rules, as well as their Annexes (hereinafter, "MIBGAS Derivatives Rules"), contain the procedures, terms and conditions applicable to the organisation and operation of the market referred as MIBGAS Derivatives, and in particular to its technical and financial management.

The scope of application of these Rules affects the following entities:

> MIBGAS Derivatives (hereinafter, "Market Operator"), in its capacity as operator of the market segments defined in the Rule "Market segments operated by MIBGAS Derivatives".
> The Technical Managers responsible for the gas systems or facilities in which MIBGAS Derivatives products are traded.
> The Central Counterparty (hereinafter, the "CCP"), responsible for managing guarantees and for the settlement and clearing of Trades involving the products of the MIBGAS Derivatives Futures segment.
> The brokerage entities that register OTC Trades (hereinafter, "Brokers"), introducing Off-Order Book trades related to the products of MIBGAS Derivatives Futures segment.
> MIBGAS Derivatives Agents (hereinafter, the "Agents").

1.2 Concepts, acronyms y definitions

For the purposes of these Rules, the acronyms and definitions made forthwith, provided their initials are written in upper case, shall have the following meanings, except when specifically stated otherwise:

> ACER: Agency for the Cooperation of Energy Regulators.
> Broker: intermediary on bilateral trades, who acquires the ability to register Off-Order Book trades in MIBGAS Derivatives through a contract, on behalf of MIBGAS Derivatives Futures Agents.
> Trading Portfolio: Instrument through which Agents conduct their purchase or sales operations of products on the market.
> EIC (Energy Identification Code): Code enabling unique identification of participants on energy markets, according to the terms laid down in "The Energy Identification Coding Scheme (EIC) Reference Manual" issued by the European Network of Transmission System Operators for Electricity (ENTSOe).
> Adhesion Contract: contract which establishes the Agent's adhesion to the MIBGAS Derivatives Rules, applicable to the different market segments.
> Gas day: gas delivery period in effect for the gas system that results from application.
> Working day: Understood to be any working day from Monday to Friday in Madrid (Spain), with the exception of 24 and 31 December.
> LNG: Liquefied Natural Gas.
> Order Book: Detail of valid orders received on the Trading Platform and which have not been matched yet.
> Continuous Market: This is one of the two types of trading permitted, with its characteristics being outlined in these Rules.
> MITECO: Spain's Ministry for ecological transition.

- ❯ Notification: information sent, as appropriate, by MIBGAS Derivatives or the CCP to the Technical Managers on the acquisitions and assignments of gas associated with the Trades arranged in the market with delivery in the gas system or facility under their responsibility.
- ❯ OTC: "Over the Counter". It refers to the contracts traded outside of any organised market.
- ❯ Trading Platform: An electronic platform provided and operated by MIBGAS. Through this Platform, Agents may trade by delivery and accepting purchase and sales orders and, as appropriate, modify and withdraw them.
- ❯ Platform for Registrations and Consultations: An electronic platform provided and operated by MIBGAS, that permits Agents to register and update the data for their market participation, as well as carry out different actions, mainly involving the consultation and downloading of information on their market participation and its results.
- ❯ Market Platform: It consists of the Trading Platform and the Platform for Registrations and Consultations.
- ❯ REMIT: Regulation (EU) No. 1227/2011, of 25 October 2011, on Wholesale Energy Market Integrity and Transparency.
- ❯ Representative: A legal entity acting in the name and on behalf of an Agent. If the Representative is not itself an Agent, it must register as a Representative Entity.
- ❯ Trading Session: Period of time during which Agents may interact on the Trading Platform, as described in the Rule "Trading Sessions, Calendar and Timetable".
- ❯ Accredited Party: Party that has met the requirements stipulated by a Technical Manager for allowing the reception of Notifications in their Trades, with delivery in the gas system or facility under the responsibility of that Technical Manager.
- ❯ Trade: Transfer of ownership over a product following a matched purchase or sales order on the market.

Unless indicated otherwise, all references to times in the Rules and Instructions issued by MIBGAS Derivatives are stated in Central European Time (CET).

1.3 Market segments operated by MIBGAS Derivatives

The following market segments are defined within MIBGAS Derivatives, according to the products traded in each one of them:

- ❯ MIBGAS Derivatives Spot: organised market for the transfer of ownership of natural gas at virtual points on the transport networks and at basic underground storage facilities and the LNG at the tanks of the regasification plants with a time horizon of up to the last day of the month following that of the arrangement of the Trade.
- ❯ MIBGAS Derivatives Futures: organised market for the transfer of ownership of natural gas at virtual points on the transport networks and at basic underground storage facilities and the LNG at the tanks of the regasification plants with a time horizon extending beyond the last day of the month following that of the arrangement of the Trade.

The specific requirements and characteristics applicable to each market segment shall be developed in the Annexes to these Rules.

1.4 Duties of MIBGAS Derivatives

MIBGAS Derivatives is responsible for the organisation and management of the market segments defined in the Rule "Market segments operated by MIBGAS Derivatives", being required to perform, either directly or through a third party, its due and proper duties for the appropriate operation of the same and the

economic management of its services, upholding the principles of efficiency, effectiveness, transparency, objectivity, non-discrimination and independence, in particular:

- Process and accept the admission of prospective Agents.
- Define the products to be accepted for trading.
- Receive sales and purchase orders on gas and whatsoever products related to the gas supply chain that may ultimately be traded, validating and managing them, according to these Rules.
- Match the different orders received according to these Rules.
- Offer the OTC Trades registration service, carrying out the verification and management of the service, according to these Rules.
- Calculate the prices of the products traded for each Trading Session, in response to market matches.
- Inform Agents, at its earliest possible convenience, of any possible incidents or contingencies that may affect the market's operation.
- Provide Agents with the documents associated with the market's operation, and particularly with the Market Platform, as well as with any changes and new versions that may be issued, with sufficient prior notice on their time of application.
- Publish, in a daily basis, the prices and volumes traded for each one of the market's products, as well as all the information of a public nature as specified
- Answer any questions or claims made by Agents.
- Provide each Technical Manager, or those parties as applicable, with the information related to Trades on the market operated by MIBGAS Derivatives, as required for the undertaking of their functions.
- Perform directly or through a designated third party, acting as a counterparty, the settlements of market processes, invoicing and the processes of collections and payments, and the management of their guarantees.
- Submit to the ACER platform, directly or through a designated third party, the information pursuant to REMIT that is the responsibility of MIBGAS Derivatives, according to current legislation.
- Notify the relevant public authorities of any behaviour contrary to correct operation of the market, such as any manipulation or attempted manipulation of the market or performance of operations with insider information and of any improper circumstances, always taking account of the information at the disposal of MIBGAS Derivatives.
- Uphold the secrecy of confidential information disclosed to it by the Agents, in observance of the rules applicable.
- Whatsoever other duties contained in the regulations or provided for in these Rules.

2 AGENTS

2.1 General principles

2.1.1 Definition of Agent

An Agent is a legal entity that fulfils the requirements laid down in these Rules, being therefore authorised to trade in at least one MIBGAS Derivatives market segment.

2.1.2 Agent's rights and obligations

Without prejudice to any other rights laid down in applicable legislation and in these Rules, each Agent is entitled to the following:

a) Conduct operations involving the products accepted for trading for which it is empowered and authorised and fulfils the requirements laid down in each product's specifications.
b) Have access, under objective and non-discriminatory conditions and without prejudice to the observance of the corresponding confidentiality requirements, to all the documents and information related to the market's operation, and specifically to its involvement on it.
c) Be kept duly informed about the market-related matters, as well as about the operations it has undertaken through the platform provided with this purpose.
d) Collect, either through MIBGAS Derivatives or through the CCP, any monies due as a result of the invoicing of the operations conducted in the market when the balance of the same is in the Agent's favour.
e) Make consultations and claims according to the Rules on MIBGAS Derivatives.
f) The confidentiality of that information disclosed to it through its involvement in the market, as well as that shared with MIBGAS Derivatives.
g) Be informed in a timely and formal manner of any modification made either to the market's regulations or to their interpretation, as well as of any that might have a bearing on its involvement.

Without prejudice to the other obligations laid down in applicable legislation and in these Rules, each Agent is required to observe the following on an ongoing basis:

a) Fulfil the admission requirements, which constitute objective and non-discriminatory conditions.
b) Respect the market's operating procedures, in particular the obligation to make orders pursuant to the provisions of the Rules on MIBGAS Derivatives. Accordingly, the Agent, through the subscribing of the Adhesion Contract, declares full knowledge and acceptance of the content of the Rules in force at any given moment, as well as knowing the rules applicable and the Instructions and Guidelines issued.
c) Uphold the confidentiality of any information obtained as a result of its involvement in the market or through MIBGAS Derivatives.
d) Deploy the necessary means for the market's proper operation and fulfil the requirements of its technical operation, as provided for in the Rules on MIBGAS Derivatives.
e) Ensure the Agent's data are duly updated on the Market Platform. The Agent is solely responsible for keeping its data up to date at all times.
f) Honour any financial obligations arising from its involvement in the market.
g) Notify any failure to comply with the requirements of market access, as well as any change foreseen in the Agent's circumstances that may stop it from fulfilling market access requirements.
h) Report the existence of any kind of process involving protection from creditors or receivership, whether requested by the Agent or which, at the request of a third party, has been declared admissible, as well as any circumstance that may affect the fulfilment of the Agents participation obligations.

2.1.3 Agent data

The Agent is solely responsible for keeping its data up to date at all times, through the use of the Platform for Registrations and Consultations.

Any change to the Agents data shall only be effective following the corresponding electronic communication of that modification by the Agent to MIBGAS Derivatives and the latter's verification and acceptance of said modification.

2.1.4 Market Makers

With a view to fostering the liquidity of the products accepted for trading on the market, MIBGAS Derivatives may enter into Market Making Agreements with Agents.

2.2 Market access

MIBGAS Derivatives shall issue a "Guide on Access to MIBGAS Derivatives", which shall include the requirements to be met and the documents to be submitted for accessing the market, pursuant to the provisions of these Rules.

2.2.1 Requirements to become an Agent.

In order to acquire the status of Agent at MIBGAS Derivatives, an interested party must first acquire the status of Agent at the Organised Gas Market managed by MIBGAS.

The Agents authorize MIBGAS Derivatives to obtain, through third parties, any additional information required for their admission as a Market Agent.

The specific requirements an interested party needs to fulfil to register in the different segments of MIBGAS Derivatives are specified in the Annexes to these Rules.

2.2.2 Agent registration procedure in MIBGAS Derivatives.

Once the status of Agent has been obtained in the Organised Gas Market managed by MIBGAS, an interested party is to submit the following documents to MIBGAS Derivatives:

> Documentary proof, with the necessary official endorsement, of the powers of the person signing the application and the signatory of the Adhesion Contract.
> Two copies of the Adhesion Contract to the Rules on MIBGAS Derivatives signed by the person empowered, indicating the market segment in which the entity wishes to participate, along with any other documents required by MIBGAS Derivatives in the performance of its duties.

The status of Market Agent shall be acquired when MIBGAS Derivatives has verified compliance with each and every one of the requirements made. MIBGAS Derivatives shall then include the entity in the register of Agents and authorise its full access via digital certificate to the Market Platform as of the effective date of registration as an Agent. The Market Operator shall notify the Agent of said date.

2.2.3 Agent's data reference

On a general basis, the reference data the Agent provides when registering at the Organised Gas Market operated by MIBGAS shall be the reference data used by MIBGAS Derivatives in the performance of its duties.

Nevertheless, the Agent has the option of registering with MIBGAS Derivatives an invoicing address, a bank account and contact persons other than those the Agent has already registered with MIBGAS.

2.2.4 Procedure for accessing the market through a representative in the form of a legal entity

When proceeding through the figure of a representative in the form of a legal entity, application shall be made of the preceding Rules, with the following additional requirements:

a) Such a Representative is to accredit its status through the corresponding powers of attorney.
b) The Representative is to provide all the documents requested by MIBGAS Derivatives for the purpose of authorising it to proceed in that capacity.

The Represented party shall assume responsibility for all the actions the Representative undertakes on the market in its name.

Representing Agents on the Organised Gas Market managed by MIBGAS shall also be represented by the same Representatives in MIBGAS Derivatives, and vice versa, provided they are registered as Agents in both markets, which requires them to submit the required documents.

If the event the Representative is not an Agent, it is to register as a Representative Entity.

2.3 Withdrawal of a Market Agent

An Agent shall be withdrawn from a market segment in the event of any one of the following circumstances:

❯ At the Agent's request.
❯ In the event of termination of the Agent's entitlement to operate on that market segment.

In the first of these two cases, and only for a withdrawal request in the MIBGAS Derivatives Spot segment, before proceeding to the withdrawal, MIBGAS Derivatives is to ensure that the Agent has cleared all its positions on the corresponding market segment and satisfied all its commitments in that same market segment.

During the withdrawal process, MIBGAS Derivatives shall suspend the right to trade on all the Agent's products in the corresponding market segment in application of the Rule "Disqualification from trading".

When an Agent withdraws from all the market segments in MIBGAS Derivatives, it shall also cease to be considered an Agent of MIBGAS Derivatives.

Likewise, if an Agent should reject a review of the fees made by MIBGAS Derivatives as of the moment of notification through to the effective application of the new fees, MIBGAS Derivatives may terminate the Agent's Adhesion Contract, and thereby launch the Agent's withdrawal process.

2.4 Disqualification from trading

If any one of the following circumstances should arise, MIBGAS Derivatives shall suspend the right to trade certain products, asper the following detail:

1. An Agent's withdrawal from a market segment shall entail disqualification from trading all the products in that segment
2. A Technical Manager's notification to MIBGAS Derivatives of the Agent's suspension as an Accredited Party in the gas system or the lack of a contract in force of a facility belonging to the system under its responsibility shall entail disqualification from trading all the products with delivery in that gas system or facility.

3. A Technical Manager's notification to MIBGAS informing the loss of an Agent`s authorization to make purchase or sales operations in a regasification plant under the agreement signed by the Technical Manager and MIBGAS Derivatives, shall entail the loss of authorization to undertake this type of operations in products of MIBGAS Derivatives Spot with delivery at said regasification plant.

4. A Technical Manager's notification to MIBGAS derivatives that an Agent have negative stock in a regasification plant under the mentioned agreement, shall entail the loss of the authorization to sell products at that regasification plant in MIBGAS Derivatives Spot.

5. MIBGAS Derivatives, or the entity responsible for guarantee management of the MIBGAS Derivatives Spot segment, note, or as the case may be, communicate of a breach in the maintenance of guarantees by an Agent may entail disqualification from trading products in MIBGAS Derivatives Spot.

6. The CCP's notification of the Agent's disqualification shall entail losing the right to trade products settled by the CCP.

7. The Agent defaulting on the payment of at least two invoices of the fees for the services rendered by MIBGAS Derivatives may entail disqualification from trading all the products of MIBGAS Derivatives.

MIBGAS Derivatives shall proceed to disqualify the Agent from trading the products affected, taking into account the details of the notification of disqualification, cancelling the Agent's orders on those products that might feature in the Order Book.

In these cases, MIBGAS Derivatives may notify, as appropriate, Spain's Markets and Competition Commission (CNMC), the CCP, the Technical Managers, and all the other Agents. Likewise, these same parties are to be notified when the disqualification is lifted.

2.5 General principles on Agent operations

Without prejudice to compliance with all the other duties and obligations provided for in these Rules, the Agents are required at all times to observe the following:

- Maintain high standards of integrity, fair treatment and proper behaviour on the market.
- Act with due competence, care and diligence.
- Follow the instructions issued by MIBGAS Derivatives, as stipulated in these Rules, as well as those issued by the corresponding supervisory bodies.

As regards the orders posted by the Agents or the OTC Trades registered by Brokers or Agents, they are to comply with the following:

- Apply an economic rationale.
- Have the sole purpose of being matched, with no posting of orders or registering OTC Trades designed to influence the price or behaviour of other Agents.
- Be posted solely in the Agent's own interest.

Agents are, at all times, to refrain from the following:

- Act dishonestly.
- Reveal confidential information to which they have had access through their market participation, according to the Rule "Confidentiality of market information", except when current legislation or a court order requires its disclosure.
- Commit or attempt to commit fraud.

- Undertake or attempt to undertake any act of collusion between Agents or third parties.
- Perform any action that may be considered in non-compliance with the REMIT regulation, and specifically, manipulate or attempt to manipulate the market or be in breach of the obligations on the disclosure of privileged information
- Disclose or attempt to disclose, directly or indirectly, false information that may lead to a variation in prices.
- Perform or attempt to perform actions for the purpose of giving false or misleading signals regarding the supply, demand or price of products.

2.6   Sharing information with the Technical Managers for the authorisation of Agents

The communication of the Agents authorised by the Technical Managers to the transfer ownership at the facilities or virtual points on the gas systems under their responsibility shall be carried out at least once a day, and under all circumstances, prior to the start of trading. The delivery dates specified in that information are to be respected.

Likewise, the Technical Managers and MIBGAS Derivatives may agree a procedure for the communication of new Agent authorizations in the Within-day scope, and therefore, with effects on the same trading day, whose details will be published thought Market Instruction on MIBGAS Derivative's website.

The identification of Agents between the Technical Managers and MIBGAS Derivatives is to involve the application of the EIC code.

The Technical Managers shall inform MIBGAS Derivatives, at their earliest possible convenience, if any Accredited Party has lost that status on the system under their responsibility, as well as the authorization for trading in a facility. Following that notification, MIBGAS Derivatives shall proceed to disqualify the Agent from trading the products affected, as specified in the Rule "Disqualification from trading".

3   PRODUCTS

The products available for trading in the different market segments are specified in the Annexes corresponding to those segments.

The following specifications may be used to define a product:

- Product code: Code that univocally identifies the product.
- Underlying: The commodity traded.
- Place of delivery: The point where the underlying is delivered.
- Period of delivery: Day or series of days upon which the delivery has to be made.
- Trading unit: Basic quantity of the product traded, expressed in energy per day.
- Minimum amount to be traded: Minimum number of trading units that can be offered.
- Minimum permitted increment in amount: Minimum jump in the number of trading units that can be offered for the same product.
- Pricing unit: Unit used as a reference to set the prices included in the orders.
- Minimum permitted increment in pricing: Minimum jump in prices that may be included in two consecutive orders.
- Negative pricing in the order: Option of submitting negative prices in the orders for that product.

- Product volume: Total traded quantity of the underlying, calculated as the product of the trading unit multiplied by the number of days in the delivery period.
- Trading days: Series of days in which the product may be traded.
- Trading type: Determines whether the product can be traded on the Continuous Market and in Auctions.
- Accredited for register: indicates if the product is available for OTC Trade registration
- Trading Session: Determines the Trading Session at which the product may be traded.

4 GENERAL PRINCIPLES ON MARKET OPERATION

4.1 Trading Sessions, Calendar and Timetable

Trading is organised into Trading Sessions, with one or more products being traded in each session.

In turn, a Trading Session may involve two types of trading: Auction or Continuous Market.

Depending on each session's time and type of trading, there are two kinds of Trading Sessions: Daily Trading Session and Intraday Trading Session.

4.1.1 OTC Trades registration.

While the Daily Trading Session is still open, the OTC Trades registration service will be available. The operational details are completed in the Annex of MIBGAS Derivatives Futures.

4.1.2 Product trading status during a Trading Session

As regards a specific moment in time, the trading of a product may be in any one of the following states:

i.   UPC (upcoming): Trading has yet to begin.
ii.   AUC (auction): Trading is open in Auction mode. Agents may post orders accordingly, and these shall be stored until the time of matching.
iii.   MAT (matching process): The period for receiving orders for the Auction has ended, and they are now being matched, with the subsequent publication of results.
iv.   CON (continuous trading): Trading is open in Continuous Market mode. Agents may post orders accordingly, which shall be matched immediately according to their conditions, as provided for in these Rules.
v.   INT (interrupted): Trading has been interrupted for exceptional reasons. Agents may not post orders on the product in question until the session re-opens, but they may withdraw the orders they have in the Order Book.
vi.   FIN (finalized): Trading has finished and, therefore, Agents may not post any more orders in that session.

4.1.3 Trading session types

4.1.3.1 Daily Trading Session

The Daily Trading Session is defined as a Trading Session that is held every day throughout the year, according to the following timetable:

Start	End	states
00:00	8:30	UPC
8:30	9:30	AUC
9:30	9:35	MAT
9:35	17:00	CON
17:00	00:00	FIN

4.1.3.2 Intraday Trading Session

An Intraday Trading Session is defined as a Trading Session that is held every day throughout the year according to the following timetable:

Start	End	states
00:00	8:30	UPC
8:30	9:30	AUC
9:30	9:35	MAT
9:35	21:00	CON
21:00	00:00	FIN

4.1.4 List of products

A product shall be listed on the Trading Platform from the moment it appears on said Platform for the first time until the end of the last Trading Session in which the product is traded.

4.2 Trading Portfolio

The agents or their Representatives shall post their purchase and sales orders for the different products through Trading Portfolios, which shall always be held by the Agent. Every Agent is entitled to hold one or more Trading Portfolios.

Each Trading Portfolio will be associated to a gas system or series of facilities. A Trading Portfolio can only be used to trade products with delivery in that system or series of facilities.

4.3 General characteristics of orders

4.3.1 Firmness of orders

Each purchase order posted by an Agent constitutes its firm commitment made by the Agent to acquire the product in question. In turn, each sales order posted by an Agent constitutes its firm commitment made by the Agent to deliver the product in question.

4.3.2 Orders parameters

For each offer, at least the following information must be specified:

- Product tendered.
- Quantity of product tendered, expressed as a whole number of trading units of the product in question.

> Price, expressed in the pricing unit of the corresponding product, with the specified number of decimal points.
> Whether it is a purchase or sales order.
> The terms and conditions applicable to the order.

All orders are to be posted through a Trading Portfolio.

4.3.3 Process for posting orders

Agents may post orders as long as the Trading Session is open.

Nevertheless, depending on the market segment, there may be an option to post orders for the future Trading Sessions Auctions accessible on the Trading Platform for all the products listed. These orders shall be held until the start of the Trading Session Auction to which the orders have been posted. These orders may be cancelled as specified in the Rule "Cancellation of Orders".

An Agent is to post an order via an electronic form, providing all the information required for its submission.

In addition, when trading on the Continuous Market, and with a view to simplifying the process, the Agent may select the most competitive order for a product with which it wishes to close a Trade, for the quantity and price featured on the Trading Platform. In this case, the Platform generates an order with these quantity and price parameters, being the Agent entitled, prior to its submission, to modify them and add conditions to its order.

4.3.4 Validation of orders

Before they are included in the Order Book, all orders received on the Trading Platform are to undergo a validation process, with terms and conditions on the order's acceptance.

Those orders included in these processes that do not meet the conditions for their validation shall be rejected and not taken into consideration.

On a general basis, the validation shall be made for accepting orders:

> The status of the Trading Session permits the reception of orders.
> The Agent is entitled to post orders for the product at the time of their validation.
> The Agent has been entitled as an Accredited Party by the Technical Manager responsible for the gas system or facility in which the delivery is made, and has been authorised to transfer ownership on all the days in the product delivery period.
> The order posted is compatible with the Trading Portfolio through which the Agent has posted said order.
> In turn, the order's value is to comply with the specific guarantee conditions in each market segment.
> The order cannot be matched with another order posted by the same Agent in the Order Book as described in the Rule "Matching orders on the Continuous Market".

Independently of the above, each market segment may involve specific validations in response to the nature of the products listed, as specified in the corresponding Annexes.

As regards those orders included in this process that do not meet the conditions associated to the Agent's warning, a message shall be presented, indicating the non-compliance with this condition. If, despite this warning, the Agent decides to post the order, a new message will appear indicating the situation. If after these two warnings the Agent confirms the submission of the order, the validation process shall continue, and the order may finally be submitted and accepted if it passes all the validations

The following validations of the conditions of the Agent's warning shall be made:

› With a view to avoiding unwanted errors in the market, the quantity and price of the order are to fall within the limits set by Market Operator.

› With a view to avoiding situations of excessive risk or errors by Agents, validation shall be made of the maximum operating limits set by the Agent itself according to the provisions of the Rule "Permitted price range and limit on amount".

In the case of orders posted for future sessions or which were not matched in the previous session, but the Agent has requested that they extend their validity for subsequent sessions involving the same product, the order validation process shall be carried out again before they start being traded, with the information valid at that moment. Orders shall be validated in the order of precedence established by their time of posting. In this process, if an order does not meet the conditions for acceptance, the order shall not be included in the trading and shall be removed from the Order Book.

Specific types of orders or products may require additional validations that shall be defined in the corresponding Annex.

4.3.5 Permitted price range and limit on amount

4.3.5.1 Permitted price range

According to the Rule "Validation of orders", and with a view to avoiding unwanted errors when Agents post price values on the Trading Platform, a permitted price range will be applied (defined by an upper and lower limit) for the posting of orders, whereby if the price posted in the order (P_i) exceeds the set limits, the order will immediately be rejected, with the Agent receiving a double message as per the Rule "Validation of orders".

These limits, which may differ for each type of product, may be posted by the Agent through the Platform for Registrations and Consultations, becoming effective as of the Trading Session on the day after their posting and acceptance on the Trading Platform.

The following parameters are established accordingly:

› MIBGAS Derivatives shall specify the maximum price variation (ΔPf), which will have the value of 10 pricing units.

› The Agent may set the maximum price increment and decrement (IPc_i and DPc_i) for product i.

› Set prices (PD) to which application shall be made of the maximum variations specified above:

  o Product whose trading is open in Continuous Market mode: Price of the last Trademade in the Trading session for that product.

  o Product that has only been traded in an opening Auction: Daily Auction Price.

  o Product traded at a previous Trading Session: Last Price of the available product at the Trading Session.

  o Product recently listed, which has still not been traded: Last Price at the Trading Session of the same type of product with the closest period of delivery.

Based on the above values, the minimum and maximum price limits shall be calculated for each product, Agent, and Trading Session, as follows:

$$\big[max[(PD_i - \Delta Pf), (PD_i - DPc_i)]\big] < P_i < min[(PD_i + \Delta Pf), (PD_i + IPc_i)]$$

Where:

P_i: Price of the order posted by the Agent for product i

PD_i: Price set beforehand depending on each case for product i

ΔPf: Maximum price variation set by the Market Operator, which will have a value of 10 pricing units.

DPc_i: Maximum price decrement to be set by the Agent for product i, in whole pricing units.

IPc_i: Maximum price increment to be set by the Agent for product i, in whole pricing units.

4.3.5.2 Permitted limit on the amount offered

According to the Rule "Validation of orders", and in order to avoid unwanted errors when Agents post amounts on the Trading Platform, a limit will be set on the maximum amount for the posting of orders, whereby if the amount posted by the Agent in the order (Q_i) exceeds the set limit, the order will be immediately rejected, with the Agent receiving a double message as per the Rule "Validation of orders".

This limit, which may differ for each type of product, may be posted through the Platform for Registrations and Consultations, becoming effective as of the Trading Session on the day after the posting and acceptance of orders on the Trading Platform

The following parameters are established accordingly:

> The Market Operator shall set the maximum amount (Qf), which shall take the value of 20,000 trading units
> The Agent may set the maximum amount (Qc_i) for product i

Based on the above values, the limit on the amount shall be calculated for each product, Agent, and Trading Session, as follows

$$Q_i < \min(Qf, Qc_i)$$

Where:

Q_i: Amount contained in the order posted by the Agent for product i

Qf: Maximum amount set by the Market Operator, which shall take the value of 20,000 trading units

Qc_i: Maximum amount to be set by the Agent for product i

4.3.6 Acceptance of orders

Without prejudice to the provisions of the Rule "Validation of orders", an order shall be considered accepted when MIBGAS Derivatives issues the respective electronic confirmation.

4.3.7 Modification of orders

Any order that has not been matched and remains in the Order Book may be modified by the Agent as long as the status of the Trading Session is such that it permits the posting of orders for that same product and session.

The order is understood to have been modified, when once the validations established in the Rule "Validation of orders" have been made, and MIBGAS Derivatives issues the corresponding electronic confirmation.

For the purposes of the Rule "Matching orders on the Continuous Market", the modification of an order shall imply the withdrawal of the original order and the inclusion of a new order with the new parameters and conditions introduced.

4.3.8 Withdrawal of orders

Any order that has not been matched and remains in the Order Book may be withdrawn by the Agent as long as the status of the Trading Session is such that it permits the posting of orders for the same product and session. In addition, once the session has ended (FIN), those orders whose validity extends subsequent Trading Sessions may be withdrawn, and, when the session is interrupted (INT), all the orders may be withdrawn.

The order is understood to have been withdrawn when MIBGAS Derivatives issues the respective electronic confirmation.

Furthermore, in the event of any one of the circumstances provided for in the Rule "Disqualification from trading products", the orders in the Order Book shall be withdrawn by MIBGAS Derivatives.

4.3.9 Order type

4.3.9.1 Simple orders

Simple have the following characteristics:

> They include the amount of product to be acquired or delivered, as well as the requested price.
> The possibility of partial matching is allowed.
> The unmatched amount remains in the Order Book at the price included in the order.
> Regarding their temporal validity, they may be valid solely for the Trading Session, being cancelled if they are not matched at the end of that session, or their validity may be prolonged to Trading Sessions of the same product held over the following days.
> An order or partial order that remains in the Order Book following partial matching may be withdrawn while the Trading Session's status permits the posting of orders for the same product.

4.3.9.2 Conditional orders

Conditional orders are classified according to the different conditions of execution to which they are subject. These orders may only be sent for trading on the Continuous Market.

Market Order

Market Orders have the following characteristics:

- They include solely the amount of product to be acquired or delivered.
- They match with the most competitive orders in the opposite direction that appear in the Order Book, regardless of their price.
- The price of the Trade is that of the orders(s) with which it matches (pre-existing).
- They cater for the possibility of partial matching.
- The unmatched amount is cancelled and does not remain in the Order Book.
- They are carried out as soon as they are introduced, they are never held over, which means, furthermore, that they cannot be withdrawn by the Agent.

Fill and Kill

Fill and Kill orders have the following characteristics:

- They include the amount of product to be purchased or delivered, as well as the requested price.
- They match with the most competitive orders in the opposite direction that appear in the Order Book, in the event the prices are acceptable, as defined in the Rule "Matching orders on the Continuous Market".
- The possibility of partial matching is allowed.
- The unmatched amount is cancelled and does remain in the Order Book.
- They are carried out as soon as they are introduced, they are never held over, which means, furthermore, that they cannot be withdrawn by the Agent.

Fill or Kill

Fill or Kill orders have the following specifications:

- They include the amount of product to be acquired or delivered, as well as the requested price.
- They match with the most competitive orders in the opposite direction that appear in the Order Book, in the event the prices are acceptable, as defined in the Rule "Matching orders on the Continuous Market".
- The possibility of partial matching is not allowed, so if the whole amount is not matched, the entire order is withdrawn.
- They are carried out as soon as they are introduced, they are never held over, which means, furthermore, that they cannot be withdrawn by the Agent.

Iceberg

Iceberg orders have the following characteristics:

- They include the full amount of the product to be acquired or delivered, the reduced part of that amount that wants to be shown, as well as the requested price and optionally, a variation in the price of each new bid that is processed.
- The Order Book will only show other Agents a reduced part of the overall amount and the price of the order.
- When posting an Iceberg order with an uncompetitive price, that order is included in the Order Book, showing both the reduced part of the full amount and the price specified. In addition, The Agent submitting the order may also see the full amount of that order, the initial price and the change in price that is entered.
- When the visible part of the reduced order is matched in full, a new order is immediately generated automatically in the Order Book, being the amount the reduced part of the full amount, and the price, that of the pre-existing in the Order Book increased or reduced (based on if it is a sales or purchase order) as per the price change specified in the order request.

> When posting an Iceberg order with a competitive price, the amount to be considered shall be the full amount of the Iceberg order, registering one Trade for each order countering the one it matches. Furthermore, if the full amount is not matched, the visible amount shown in the Order Book shall at the most be the reduced part specified when making the order, even though the amount matched has not been a multiple of that reduced part

> If, when there is an Iceberg order in the Order Book, a countering order is posted with a competitive price and for an amount that exceeds the visible amount of the Iceberg order, different Trades shall be conducted for each instantiation of the Iceberg order, each one at the time it is made and its price. The visible amount of the Iceberg order in the Order Book shall be the amount that has remained unmatched following the last instantiation.

> They are valid exclusively for the Trading Session they have been ordered for.

> Besides the validations provided for the Rule "Validation of orders", a check will be made to ensured that the reduced part which wants to be showed is less than the total amount of the product tendered.

> The possibility of being withdrawn whenever the withdrawal of the unmatched part of orders is permitted.

All or None

All or None orders have the following characteristics:

> They include the amount of product to be acquired or delivered, as well as the requested price

> The possibility of conducting a partial matching is not permitted.

> They are matched with the opposite competitive bids in the Order Book if the prices are acceptable, as defined in the Rule "Matching orders on the Continuous Market".

> If the entire amount is not matched, the order is saved in the Order Book.

> Once in the Order Book they may be matched as per the application of the Rule "Matching orders on the Continuous Market". Also, they may be matched if selected directly in the Order Book by another Agent, regardless of if more competitive bids exist.

> They are valid exclusively for the Trading Session to which they have been sent to.

> They possibility of being cancelled when orders may be cancelled is allowed.

4.4   Types of trading

4.4.1   Auctions

In Auction trading, Agents may post purchase and sales orders for a specific product, provided the product is listed on the Trading Platform, as defined in the Rule "Process for posting orders".

At the end of an Auction, all the purchase and sales orders received are integrated, creating, respectively, the aggregate purchase and sales curves for each product

The crossing point of the two curves provides the Auction's marginal price, which is applicable to all the matched orders. This price shall be displayed on the register of Trades on the Trading Platform, being disclosed to all the Agents.

The matching process is described in the Rule "Matching orders at Auctions".

4.4.1.1 Types of Auctions

i. Opening Auctions: These are held in the opening moments of the Trading Session for the different products. The products are traded prior to their trading on the Continuous Market, whereby the price set at the opening Auction becomes the price reference for the opening of the Continuous Market.

ii. Auctions motivated by events: These are motivated by certain specific events, such as the high price volatility of a given product, the sudden need to acquire or deliver a product in a regulated manner, etc. In these cases, the Market Operator may interrupt the trading of a product in a Trading Session on the Continuous Market and launch an Auction. Once the Auction has ended, the process of continuous trading re-starts.

iii. Closing Auctions: These are held at the end of a product's Trading Session, following the Continuous Market period.

4.4.1.2 Characteristics of orders in trading through Auctions

The orders that may be presented to Auctions have the following characteristics:

› They are simple orders, without conditions, or otherwise their conditions allow them to be included in the Auction.
› Each order includes the quantity of product to be acquired or delivered and the price requested.
› Orders from three sources may be included in the Auction:
    o Depending on the market segment, there may be simple orders that having already been posted to Auctions on future dates are automatically included at the start of the Auction.
    o Valid orders unmatched in the previous Trading Session at which this product was traded, and in which the Agent has asked for them to remain valid in subsequent Trading Sessions, are included automatically at the start of the Auction.
    o Simple orders posted during the order submission process at the Auction.
› Each order has the following options:
    o To be valid exclusively for the Auction, being withdrawn if the order is not matched at the matching process when the Auction closed.
    o Extend its validity to the Trading Session on the Continuous Market that follows the Auction if it has not been matched at the Auction, remaining in the Order Book for that session. In addition, in this case an Agent may choose the option of extending its validity to subsequent Trading Sessions involving the same product.
› The possibility of partial matching is allowed.

4.4.1.3 Information provided on the Trading Platform during Auctions

During a Trading Session, and through the Trading Platform, an Agent may access at least the following information for products being traded in Auction mode:

› Products for which it is authorised to trade during the Trading Session, the time trading ends, and an indicator of the existence of purchase or sales bids at an auction in AUC status.
› Order Book, which for a chosen product shows the purchase and sales orders posted by the Agent for the session, ranking the orders from most to least competitive, specifying price and quantity, as well as the aggregate quantity tendered by the Agent up to the price of each order.
› Trades closed for a chosen product that show the orders matched at the end of the Auction, specifying price and quantity.

> Agent's activity log for the Trading Session.

4.4.1.4 Matching during Auctions

The purchase and sales orders for each product auctioned will be matched using the simple matching method, which independently provides the marginal price, as well as the amount of product allocated to each Agent.

Each product's matching price shall be the price at that product's crossing point on the aggregate purchase and sales curves.

For each product, an order of priority in the sales orders shall be established, starting from the lowest price order, and reaching up to the highest price order, with the curve continuing vertically until the maximum admissible price. When there are sales order of the same price, they are understood to be in the same order of priority.

Each product shall be given an order of priority in the purchase orders starting from the highest price order, and reaching down to the lowest price order, with the curve continuing vertically until the minimum admissible price. When there are purchase order of the same price, they are understood to be in the same order of priority.

The simple matching method involves the following operations:

1) Identification of the crossing point on the sales and purchase curves, thereby obtaining the product's marginal price, which corresponds to that crossing point.
2) Allocation to each Agent, for each sales order, of the corresponding quantity of product provided that the price of that order is equal to or lower than the marginal price, pursuant to the rules on distribution at a marginal price.
3) Allocation to each Agent, for each purchase order, of the corresponding amount of product, provided the price of that order is equal to or higher than the marginal price, pursuant to the rules on distribution marginal price.

When the aggregate sales and purchase curves coincide on a horizontal section, the marginal price shall also be the price of the last sales and purchase order matched.

When the aggregate sales and purchase curves coincide on a vertical section of the sales and purchase curve, the price shall be calculated as the average value between the higher and the lower prices, being rounded up. The higher price shall be the lower price between the lower price of the purchase orders matched and the lower price of the sales orders unmatched. The lower price shall be the higher price between the higher price of the sales order matched and the higher price of the purchase orders unmatched.

Once the marginal price has been obtained for each product, the quantities shall be allocated to the orders according to the following criteria:

1) Acceptance shall be made, at the marginal price, of the total quantity tendered for a product, for those sales orders whose prices are below said marginal price.
2) Acceptance shall be made, at the marginal price, of the total quantity tendered for a product, for those purchase orders whose prices are above said marginal price.

3) As the aggregate sales and purchase curves involve discrete by steps, their crossing point may lead to uncertainty in the allocation of quantities that calls for the application of a distribution criterion. Accordingly, and when the crossing point of the aggregate sales and purchase curves occurs on a horizontal section of either one of them, the following process will be applied:

a) In the event of a surplus in the sales orders, this surplus shall be deducted proportionally from the quantities in the tranche of the vendors' sales orders whose price coincides with the maximum price of the sales orders matched.

b) In the event of a surplus in the purchase orders, this surplus shall be deducted proportionally from the quantities that appear in the tranche of the purchase orders whose price coincides with the minimum price of the purchase orders matched.

c) To avoid any imbalances in the results due to the rounding up process after the application of the reduction of quantities in the event of a sales or purchase surplus at the marginal price, the following procedure will be applied:

i) Initially, the amount allocated after the distribution that does not correspond to a multiple value of the minimum tradable amount of said product shall be truncated to the multiple of said amount

ii) A valuation is then made of imbalance D (due to the difference with the total purchase quantity accepted when the reduction affects the sales orders or the total sales quantity accepted when the reduction affects the purchase orders). N is calculated as the imbalance D divided by the minimum negotiable amount, which indicates the number of bids that must increase their allocation in a number of trading units equal to the minimum negotiable amount for the corresponding product to correct the imbalance.

iii) Finally, the allocation is increased by a number of trading units equal to the minimum tradable amount to a number N of orders included in the distribution, selecting first those with a higher residual value after the truncating of the lower whole value. When this residual value applies to more than one case, the orders chosen shall be the ones with the highest quantity allocated at marginal price. If there is still parity, the orders chosen shall be the ones posted earlier.

4.4.2 Continuous Market

In Continuous Market trading, orders may be posted to the Trading Session provided that the trading is in Continuous Market mode, as already specified in the Rule "Process for posting orders".

Likewise, when the Agent has chosen the corresponding option, the unmatched orders from a prior Auction, or the orders that were not matched in the preceding session in which the same product was traded, shall be included in trading at the start of the Continuous Market session, without prejudice to the provisions of the Rule "Validation of Orders".

Agents are to have access at all times to the prices and quantities of the orders submitted by all the other Agents and still available in the Order Book for the Trading Session under way. When an order is introduced, matching takes place immediately, as long as the required conditions are met.

4.4.2.1 Information provided on the Trading Platform in the Continuous Market

During a Trading Session, the information available to an Agent on the Trading Platform for products traded on the Continuous Market is displayed anonymously, identifying solely those operations undertaken by the Agent itself. This information consists of at least the following:

> The products of the market segments to which the Agent has adhered, and which are compatible with its Trading Portfolios.

> Most competitive purchase and sales order per product, specifying price and quantity, as well as the price of the last order matched.

> Order Book that shows, on an anonymous basis, and for a chosen product, the purchase and sales orders posted to the session by all the Agents, ranking the orders from the most to least competitive, specifying price and quantity, as well as the aggregate quantity up to the price of each order.

> Trades closed, showing on an anonymous basis the latest orders matched for the chosen product, specifying price and quantity and ranking them by descending time of matching, and specifying whether they have been matched at Auction or on the Continuous Market.

> The Agent's net position, calculated according to the matched sales and purchase orders for a product during the session.

> Activity log for the session, for trading both in Auction and in the Continuous Market.

4.4.2.2 Matching orders on Continuous Market

Matches are made at the most favourable price, whereby a purchase order at the highest price and a sales order at the lowest price have priority over all the orders of the same type for the same product and Trading Session. When two orders in the Order Book have the same price, priority shall be given to the order that was posted earlier.

Orders are processed as they are posted on the Trading Platform, as provided for forthwith:

> If the order posted is competitive with other pre-existing orders of the opposite sign in the Order Book for that session, the order matches those orders and the Trade is considered firm.

> If the order posted is not competitive with other pre-existing orders of the opposite sign in the Order Book for that session, the order is included in the Order Book.

> If a pre-existing "All or None" type order is analysed during the matching process which, being competitive, does not permit full matching, the order is ignored and the process continues analysing the next most competitive order.

The matching price between an order recently posted on the Trading Platform and a pre-existing order in the Order Book shall be the price of the pre-existing order.

In the case of conditional orders, besides the ranking priority of orders, the conditions laid down for each order shall be taken into account.

An order that has been partially matched and remains in the Order Book maintains its order status for the unmatched quantity.

4.5   Effects of the matching

Once an order has been matched, the Trade is considered firm, entailing, if it is a purchase order, an obligation to acquire the product, and if it is a sales order, an obligation to deliver the same, at the place of delivery indicated in the product specification. It also entails a payment obligation and a collection right, respectively, at the Trading price.

The Trade shall be considered secured at the moment of matching, and executed when Notification is made by the Market Operator to the corresponding Technical Manager. The delivery of the product on each Gas day shall be understood as made at the moment of Notification.

4.6 Notification to the Technical Managers

Trades arranged in MIBGAS Derivatives shall be notified to the Technical Manager responsible for the gas system in which the delivery is made, either by MIBGAS Derivatives in the MIBGAS Derivatives Spot segment, or by the CCP in the MIBGAS Derivatives Futures segment, as specified in the corresponding Annex on the market segment.

4.7 Consultation and claims

Agents may use the Market Platform to submit consultations on the results of the matching, which shall be studied and answered by the Market Operator with all due diligence.

Agents may query the order validation process within a period of five minutes following the reception of electronic confirmation. MIBGAS Derivatives shall analyse and, where applicable, rectify the problem as soon as possible, keeping the Agent affected informed at all times.

Agents may query the results of the matching process within the five minutes following their disclosure. In this case, the Market Operator shall study the claim at its earliest possible convenience, proceeding as follows:

› In the case of trading at Auctions, it shall notify the Agents immediately through the Trading Platform, being entitled, when the claim is upheld, to proceed to resolve the problem by repeating the Auction or annulling it, and, if necessary, delaying the start of the Continuous Market.
› In the case of trading on the Continuous Market, it shall notify the Trade's counterparty immediately, proceeding, when the claim is upheld, to cancel the Trades affected, and withdrawing the orders involved.

5 MARKET OPERATING REGIME

5.1 Market Operations Centre

MIBGAS Derivatives shall, either directly or through a third party, maintain an Operations Centre staffed by competent personnel that will be operational during Trading Sessions.

5.2 Assistance

Whenever there is a Trading Session open, MIBGAS Derivatives shall provide the Agents with qualified assistance over the telephone. To this end, the Guide on Access to MIBGAS Derivatives shall include at least two telephone numbers for communicating with Agents.

This assistance shall, in all cases, be for information purposes. Any action by the Agent on the Market Platform shall be its sole responsibility.

5.3 Recording telephone conversations

MIBGAS Derivatives shall record the telephone conversations held with Agents over the phones in the Operations Centre through the use of telecommunications equipment of whatsoever nature, to serve as proof of their existence, as well as for the purpose of market supervision by MIBGAS Derivatives or by the competent authorities.

The Agents expressly declare their awareness and acceptance of these recordings.

The recordings shall be held on DVDs or similar digital storage devices. These devices shall subsequently be stored in a suitable safe cupboard with a security lock.

The existence of these sound files shall be reported to the Data Protection Agency through the due procedure.

MIBGAS Derivatives shall at all times maintain an updated log of recordings, being responsible for the confidential and restricted nature of the same, keeping their content strictly secret.

The Agent affected or staff at MIBGAS Derivatives may listen to the recordings following a prior written and reasoned request submitted to the Market Supervisor at MIBGAS Derivatives.

Procedure when the request is accepted:

a) When the request has been made by staff at MIBGAS Derivatives, the recordings shall be heard in the presence of the requesting employee and at least two people authorised by MIBGAS Derivatives.
b) When the request has been made by an Agent, the recordings shall be heard in the presence of two representatives from the requesting Agent and at least two people authorised by MIBGAS Derivatives.

A request may also be made for a written transcription of the recording, which will be subscribed by the people listening to the recording.

The files holding the recordings are to be duly protected by their corresponding passwords. The system is to register all accesses made to these files and identify the access password used.

The person responsible for maintaining the system may access it solely and exclusively to ensure its proper operation, and always in the presence of a person duly designated by MIBGAS Derivatives.

The recordings are to be properly identified and logged by MIBGAS Derivatives for five years after their date of recording, whereupon they are to be destroyed within the following seven days.

Nevertheless, whenever there is a justified reason related to administrative infringements, a police investigation under way, or the opening of court proceedings, the recordings involved may be held until their resolution.

5.4   Operating conditions for Agents

Agents must operate on the Market Platform using IT equipment and communication media according to the Agent Station Configuration Guide.

Agents are responsible for deploying fit-for-purpose communication equipment, and ensuring it remains permanently operational and updated to the versions specified by MIBGAS Derivatives.

MIBGAS Derivatives shall give reasonable notice to Agents of any changes required in the communications equipment and accesses, to ensure they can meet the obligation established in the previous paragraph.

Agents are likewise responsible for safeguarding and maintaining the validity of the digital certificates for accessing the Market Platform, requesting their renewal whenever necessary. Likewise, they are also required to request the cancellation of the digital certificates associated with persons whose powers have been revoked.

5.5   Communications to Agents

The communications to Agents shall involve the electronic means specified by MIBGAS Derivatives. Depending on their content and confidentiality, these communications may be addressed to a single specific Agent or to all Agents.

During a Trading Session MIBGAS Derivatives may send messages to Agents through the messaging application included in the Market Platform. It is each Agent's responsibility to read and follow the instructions provided in those messages, always observing the provisions of the Market Rules.

5.6   Market operating schedules

MIBGAS Derivatives shall respect the schedules of the Trading Sessions. Without prejudice to this, when faced with events or exceptional cases that so advise, and upon prior notification to the Agents through the Market Platform, MIBGAS Derivatives may modify the trading schedules.

5.7   Procedure in exceptional circumstances

Whenever exceptional circumstances arise that may have a significant impact on the market, MIBGAS Derivatives, always acting according to the principle of prudence, may adopt those measures strictly necessary for guaranteeing the market's integrity, proper operation, security and transparency. It may inform, as appropriate, the CNMC, the Technical Managers, the CCP, and the Agents directly affected by this exceptional circumstance, or all Agents if this will affect the market in general, of the measures taken and the respective reasons for them.

5.8   Participation of Agents in test sessions

MIBGAS Derivatives may organise test sessions involving the Market Platform and their operation that require the Agents' involvement. In this case, the Agents are to be informed via the contact data that have been submitted through the means provided by MIBGAS Derivatives.

The Agents are responsible for taking part in these tests.

5.9   Maintenance of the Market Platform

The proper operation of the Market Platform and any modifications made to it may sometimes require preventive or corrective maintenance tasks that impede its use by Agents at certain periods of times. Whenever these operations are foreseeable or scheduled, Agents shall be given prior notice of the tasks to be performed and the estimated time the service will be off-line. In the case of unforeseen circumstances, such notification shall be provided as soon as the situation has been detected, likewise providing the best possible estimate of the time the service will be interrupted.

5.10   Emergency System

The Market Platform will be provided with a back-up, directly or through a third party, referred to as the Emergency System, located at a different site to the Main System, whereby the market's normal operation shall be guaranteed in the event of the total or partial loss of the latter,

This Emergency System will be synchronised with the main system used by MIBGAS Derivatives, whereby whenever its use is required, the relevant information from the Main System will be replicated in the Emergency System, thereby allowing operations to continue as normal.

Given that the process of switching from the Main System to the Emergency one takes some time, and depending on the nature of the fault causing the changeover, not all the orders posted in the Main System may appear in the emergency one, so enough time shall be provided when switching from one system to another to enable Agents to review the orders posted in the Emergency System, whereby if they so wish they may withdraw those orders they no longer want to maintain.

6 INVOICING, COLLECTIONS AND PAYMENTS, AND GUARANTEES

6.1 General principles

In the MIBGAS Derivatives Spot segment, the processes of invoicing, management of guarantees, payments and collections related to the financial outcomes of market Trades shall be provided directly by MIBGAS Derivatives or by the designation of a third party.

In the MIBGAS Derivatives Futures segment, these processes, as well as the management of guarantees, shall be undertaken by a CCP, which shall act as a sales central counterparty before all purchasers, and as a purchases central counterparty before all sellers, according to its own rules.

The processes of invoicing and the management of collections and payments involving the registration and trading fees in MIBGAS Derivatives shall be undertaken directly by MIBGAS Derivatives as specified in the Rule "Fees on registration and trading in MIBGAS Derivatives".

The detail of these processes is provided in the specific Annexes for each market segment.

6.2 Fees on registration and trading in MIBGAS Derivatives

6.2.1 General principles

Agents are liable for the payment of fees to MIBGAS Derivatives, whether these are fixed or variable, as incurred through their operations in MIBGAS Derivatives.

These fees may be reviewed by MIBGAS Derivatives, prior notification to the Agents at least 1 month before their entry into application. If an Agent should reject the new fees, MIBGAS Derivatives reserves the right to terminate the Agent's Adhesion Contract.

6.2.2 Fee structure

The following fee structure is applicable.

The amounts of each fee, as well as the bank account to be credited, shall be specified by an instruction.

Registration fee

The payment of this fee is a prior requisite for acquiring the status of Agent in MIBGAS Derivatives.

It is a single, one-off payment, and its corresponding invoice shall be issued by MIBGAS Derivatives once the deposit has been made.

Participation fee

MIBGAS Derivatives shall issue a monthly invoice for the sum of this fee, which shall have a set value, regardless of volume, for the market segment to which the Agent has adhered and the type of product it trades.

For these purposes, the payment for registered Agents is considered due on the first day of each month.

Trading fee

MIBGAS Derivatives shall issue a monthly invoice for the sum of this quota, whose value will vary depending on the volume and type of product the Agent trades.

Other fees

The invoice issued by MIBGAS Derivatives may include other items as agreed between the Agent and MIBGAS Derivatives, which may involve other additional services.

6.2.3 Agent invoicing data

During the registration process, Agents are to submit the data related to their business, which shall be used for determining the applicable tax regime. Any recording or modification of these data shall be requested through the Platform for Registrations and Consultations, which MIBGAS Derivatives shall accept if the details are correct.

6.2.4 Invoicing period

Monthly invoices are to be issued within the first fifteen working days of each month, and they shall include, at least, the prior month's participation fee and the trading fee corresponding to the Trades made.

Payment will be made before the due date specified on the invoice, which may not be less than two days as of the date of the invoice.

6.2.5 Electronic invoicing

Monthly invoices shall be issued in electronic format using a MIBGAS Derivatives advanced electronic signature based on a recognised certificate, and created using a secure device for generating a signature.

Those invoices issued electronically may be downloaded through the Platform for Registrations and Consultations, which in turn guarantees their confidentiality.

Electronic invoices are to be issued in XML format following the structured format of Facturae, version 3.2 or higher, and of an electronic signature as per the specification XML Advanced Electronic Signatures (XAdES). In addition, the invoice's content will be presented in a clearly readable format.

Once the invoice has been received, Agents may use the signature verification mechanism to check the following:

- The authenticity of the invoices' origin: in other words, they have been issued by MIBGAS Derivatives.
- The integrity of their content; in other words, they have not been modified.
- The MIBGAS Derivatives signature generation certificate has not been revoked.

To facilitate the obligation to safeguard invoices, the MIBGAS Derivatives database shall store the electronic invoicing files, which shall be permanently available to each Agent.

6.2.6 Rectification invoices

In the event of an invoice error, according to the contingencies provided for in applicable legislation, MIBGAS Derivatives shall issue a rectification invoice, specifying the correction of the data in the case of any adjustments made to amounts and/or energies, which shall state the differences with the previous ones.

6.2.7 Default payments

In the event of delay or default in payments, the non-compliant Agent shall be required to pay a penalty of EUR 50, which MIBGAS Derivatives shall invoice to it.

The non-payment of two invoices of the fees due to MIBGAS Derivatives shall entail the Agent's disqualification from trading on the market.

6.2.8 Claims

Agents may query the results of the invoicing on the fees within the three working days following the invoices' availability. Under no circumstances shall a claim exempt the Agent from its payment obligation.

7 MARKET INFORMATION

7.1 Confidentiality of market information

For a period of five years, Agents undertake to uphold the confidentiality of the data regarding the method of access to the Market Platform, to safeguard their electronic passwords, and to notify MIBGAS Derivatives of any incident affecting the security of said information.

MIBGAS Derivatives undertakes to uphold the confidentiality of the data that the seller and the purchaser have disclosed to it in their order, according to the provisions of these Rules.

Agents shall have access to the data on other Agents solely when the information is provided in aggregate form.

7.2 Information of Agents

MIBGAS Derivatives shall provide Agents with the necessary information for undertaking market processes through the Market Platform. Access to this system requires the use of the digital access certificates specifically provided by MIBGAS Derivatives. Depending on the Agent the person accessing the system represents, and the access permissions provided by the digital access certificate, the system shall provide the accessible data, in all cases upholding the criteria of confidentiality.

The information available shall include, among others, the following:

> Calendar and Timetable of Sessions.
> Trades closed by the Agent.
> Trades closed on the market.

> Evolution of the prices for each product in the different Trading Sessions.

> Log record of matched orders.

7.3   Information for supervisor bodies

MIBGAS Derivatives shall collaborate with the regulatory bodies to ensure the transparency of the market and its results, which pursuant to current legislation are to be sent to ACER and CNMC, as energy market supervisors, and as appropriate, to MITECO or to other competent authorities.

Accordingly, MIBGAS Derivatives may draft reports based on parameters that facilitate a better monitoring, observation and verification of market data. Regarding such reports, MIBGAS Derivatives shall apply the pertinent criteria of confidentiality.

7.4   Public information

MIBGAS Derivatives shall publicly disclose the following information:

> MIBGAS Derivatives rules in force

> User guides

> List of Agents

> Number and identity of Market Maker Agents

> Calendar of Working days

> Data on prices and volumes arising from market Trades

7.5   Calculation of prices and volumes traded

7.5.1   Method for calculating prices and volumes traded

Disclosure will be made on every trading day, at lease, of the following information related to the Trades arranged on that day, being provided for type of product, period and place of delivery for MIBGAS Derivatives products.

Furthermore, additional information may be disclosed depending on the market segment, as specified in the corresponding Annexes.

Daily Reference Price

This is the average weighted price of all the Trades arranged in a Trading Session for a specific product.

It is calculated, for product p, according to the following formula:

$$Daily\ Reference\ Price = \frac{\sum_i^{N_p}(P_i \times Q_i)}{\sum_i^{N_p} Q_i}$$

Where:

N_p: number of Trades arranged in that Trading Session for said product p

P: Trade price

Q: Quantity of product matched in the Trade

This price will be rounded up to the second decimal point.

When no product has been traded in the Trading Session, no price shall be published.

Daily Auction Price

This is the Auction matching price in a Trading Session for a specific product, which is calculated according to the rule "Matching orders at Auctions".

When no product has been traded at the Auction and Trading Session, no price shall be published.

Last Daily Price

It is defined according to the price of the last Trades arranged or orders in a Trading Session for a specific product, as per the following conditions:

   i. It is the average weighted price of all the Trades matched in the final hour of that session, provided their price is within the close spread increased by 0.25 €/MWh at each end, and their amount is no less than 100 MWh/d. The close spread is defined as the price range existing between the prices of the most competitive purchase and sales order at the end of the Trading Session.
   ii. When there are no Trades that fulfil the above condition and the close spread does not exceed 0.50 €/MWh, the Last Daily Price shall be the midpoint on that spread.
   iii. When there are no Trades or orders that fulfil the above conditions, it shall be the weighted average price of the last Trades matched in the session whose amount is 100 MWh/d. Consideration shall be given solely to the sufficient amount in the Trades for reaching the amount of 100 MWh/d.
   iv. When there are no Trades or orders that fulfil the above conditions, the Last Daily Price shall be that of the Last Trade whose volume is equal to or higher than 50 MWh.
   v. If none of the above conditions are met, no price shall be disclosed.

The Last Daily Price for the first and third conditions for a product p shall be calculated according to the following formula:

$$Last\ Daily\ Price = \frac{\sum_i^{Np}(P_i \times Q_i)}{\sum_i^{N_p} Q_i}$$

Where:

   Np: this parameter's value shall be the number of Trades considered as per the preceding conditions

   P: Trade price

   Q: amount of product matched in the Trade

This price will be rounded up to the second decimal point.

Maximum Daily Price

This is the highest price of the Trades arranged during a Trading Session for a specific product.

When no product has been traded in the Trading Session, no price shall be published.

Minimum Daily Price

This is the lowest price of the Trades arranged during a Trading Session for a specific product.

When no product has been traded in the Trading Session, no price shall be published.

Price Difference between Purchases and Sales

This is the average price difference between purchase and sales orders in the Order Book for a given product, calculated as follows:

   i.   Every 15 minutes between 10 am and 4 pm on the trading day, those cases are identified in which there is at least one purchase order and one sales order in the Order Book for said product.
   ii. For each case identified in the previous point, the price difference is determined, as a percentage, as the difference between the lowest sales price and the highest purchase price, divided by the highest purchase price for said product and case, multiplied by 100, ignoring any price differences equal to or less than 0.
   iii. The Price Difference between Purchases and Sales is calculated as the arithmetic mean of the price differences calculated in the previous point.

This difference is rounded off to the nearest two decimal places

Daily Volume Traded

This is the sum of the volume of product in the Trades arranged in a Trading Session for a specific product.

Daily Amount Traded

This is the sum of the financial results in the Trades arranged in a Trading Session for a specific product.

7.5.2   Public disclosure of information

At the end of the Daily Trading Session, MIBGAS Derivatives shall publicly disclose the data on prices, volumes and amounts described in these Rules, with the exception of the Daily Auction Price, which shall be disclosed at the end of the Auction.

8   MIBGAS DERIVATIVES RULES AND INSTRUCTIONS

These Rules shall be approved by MIBGAS Derivatives. Except in the case of a justified emergency, Agents are to be informed of any amendment of these Rules with at least one week's prior notice on their application.

MIBGAS Derivatives may issue any pertinent instructions in response to the need to introduce operating details or urgently clarify matters of interpretation of the Rules.

9   DATA PROTECTION

Pursuant to the provisions of the Organic Law 15/1999, on Data Protection, any personal data provided and those that Agents may provide at any given moment, in observance of the relationship entered into with MIBGAS Derivatives shall be included in an electronic data file held by said operator and kept under

its responsibility. The purpose of said file is to register and monitor the Agents, ensuring the connections within the market, as well as safeguard the company's commercial relations.

Included among the aforementioned personal data, a security recording shall be made of telephone conversations with the Operations Room made by those persons that are acting on behalf of the Agent at any given moment.

The Agent expressly authorises MIBGAS Derivatives to send out commercial communications to it related to MIBGAS Derivatives' scope of business, via electronic or other similar means. The Agent may withdraw its permission by writing to the company's registered address as specified below, or to the following email: infomd@mibgas.es. Likewise, the Agent authorises MIBGAS Derivatives to send the necessary data to the CCP and to both Technical Managers for the pursuit of their duties.

The Agent may, at any time, access the aforementioned file for the purpose of exercising its rights to access, correct, cancel and contest its personal data. These rights may be exercised by means of a written communication sent to the registered address of MIBGAS Derivatives.

10 LIABILITY AND FORCE MAJEURE

MIBGAS Derivatives may not be held liable for the consequences of any actions involving the Agents or third parties, or those arising from the application of these Rules on MIBGAS Derivatives, and of the information and communications systems of third parties used for sharing data with the Market Platform. Neither shall the MIBGAS Derivatives be held liable for the consequences arising from any circumstances that are beyond its direct control, involving cases of force majeure or of a fortuitous nature, for the indirect consequences of the actions and operations undertaken on the gas market or for the risks arising from its operation.

For the purpose of these Rules, events that could not have been foreseen or which although foreseen were inevitable, as established in Article 1105 of the Civil Code shall be considered as causes of force majeure.

For illustrative purposes only, the consideration of force majeure shall include the failure of the Market Platform due to any unforeseen circumstance or which, in the event that they could have been foreseen, are inevitable.

The Agents may not adduce reasons of force majeure in relation to their commitments on the delivery or withdrawal of gas acquired through the market, without prejudice to the measures the Government may take in the event of a declaration of a state of emergency, pursuant to the provisions of article 101 of Spain's Law 34/1998, of 7 October on the Hydrocarbons Industry.

11 APPLICABLE LEGISLATION AND THE RESOLUTION OF DISPUTES

1. These Market Rules are governed by the law of the Kingdom of Spain

2. Any disputes, disagreements, claims and differences that may arise involving this matter may be submitted to the arbitration of the National Commission on Markets and Competition, pursuant to the provisions of Article 12.1.b) of Act 3/2013, of 4 June.

3. The language used during the arbitration will be Spanish.

4. The arbitration shall be held in the city where the National Commission on Markets and Competition has its main office.

5. The arbitration decision issued by the National Commission on Markets and Competition shall be final and binding for the parties. Accordingly, both Parties shall agree to accept and fully comply with the issued decision.

6. Everything included in this clause shall be compatible with Law 3/2013 of 4 June and Royal Decree 657/2013 of 30 August, which approves the Organic Statute of the National Commission on Markets and Competition and, additionally, Law 60/2003 of 23 December regarding Arbitration.

12 AMENDMENTS TO MIBGAS DERIVATIVES RULES

Under all circumstances, each Agent's adhesion to MIBGAS Derivatives Rules shall also apply to any amendments that may be made to the same by virtue of the provisions of this Rule.