

RESOLUTION OF 4 DECEMBER 2015, OF THE SECRETARY OF STATE FOR ENERGY, APPROVING THE MARKET RULES, THE ADHESION CONTRACT AND THE MARKET RESOLUTIONS OF THE ORGANISED GAS MARKET

Act 8/2015, of 21 May 2015, amending the Oil and Gas Industry Act (Act 34/1998, of 7 October 1998), regulating certain tax and non-tax measures related to the oil and gas exploration, investigation and production, introduces two new articles in Act 34/1998, of 7 October 1998, establishing the bases for the creation of an organised natural gas market. Header II of Royal Decree 984/2015 of 30 October 2015, governing the organised gas market and third-party access to natural gas facilities, regulates the operation of this market. Specifically, Article 15 and Article 16 establish that the Market Rules, the Adhesion Contract and any Market Resolutions that may be necessary for application and execution of the Rules shall be approved by a ruling of the Secretary of State for Energy, following a report from the National Markets and Competition Commission, at the proposal of the Market Operator, and will be published in the Official State Gazette.

Article 19 of Royal Decree 984/2015, of 30 October 2015, establishes that in order to acquire the status of Agent and to be accredited to trade on the organised gas market, accredited parties must have signed the contract of adhesion to the Market Rules and fulfilled the requirements set out in the Rules.

The Rules of the Organised Gas Market contain the procedures, terms and conditions applying to the organisation and operation of the market and its technical and economic management. The Market Resolutions establish the details of the different market processes and products.

As provided for in Temporary Provision II of Act 8/2015, of 21 May 2015 and Article 15 of Royal Decree 984/2015 of 30 October 2015, the Market Operator has sent the Secretary of State a proposal on Rules of the Organised Gas Market and model Adhesion Contract. It has also submitted a proposal on Market Resolutions.

In accordance with the terms of Articles 15 and 16 of Royal Decree 984/2015, of 30 October 2015, this ruling has been submitted to the National Markets and Competition Commission for its report.

In light of the foregoing, this Office of the Secretary of State rules as follows:
One.- To Approve the Rules of the Organised Gas Market set out in Appendix I of this ruling.

Two.- To approve the model Contract of Adhesion to the Rules of the Organised Gas Market set out in Appendix II of this ruling.

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Three.- To approve the Market Resolutions contained in the following appendices:

- i. Appendix III: Invoicing, collection and payments and guarantees.
- ii. Appendix IV: Permitted price range and limit of amount.
- iii. Appendix V: Form and periods of communication of pre-notifications and notifications.
- iv. Appendix VI: Product specifications
- v. Appendix VII: Types of orders.
- vi. Appendix VIII: Calculation of prices and volumes traded.
- vii. Appendix IX: Recording of telephone conversations.

Four.- The Organised Gas Market Operator shall notify the parties interested in trading on the Organised Gas Market, the Ministry of Industry, Energy and Tourism and the National Markets and Competition Commission of the moment at which it enters into operation.

Five.- This ruling shall come into force on the day following its publication in the Boletín Oficial del Estado [Official State Gazette].

This ruling concludes administrative action, in accordance with the provisions of Article 109 of Act 30/1992 of 26 November 1992, governing the Legal Framework of the Public Administration and Common Administrative Procedure, in relation to Additional Provision 15 of Act 6/1997, of 14 April 1997 governing the Organisation and Functioning of the State Administration. A contentious-administrative appeal may be lodged against same before the court hearing appeals against administrative decisions of the National Court within a period of two months from the day following publication of this ruling, in accordance with Act 29/1998, of 13 July 1998, regulating the contentious-administrative jurisdiction. An appeal for reimbursement may also be lodged before the Secretary of State for Energy, within a period of one month from the day following the publication thereof, meaning that, in the event of an appeal for reimbursement's being lodged, no contentious-administrative appeal may be lodged until the appeal for reimbursement is expressly resolved or rejected.

Madrid, 4 December 2015

APPENDIX I: RULES ON THE ORGANISED GAS MARKET

1 GENERAL PRINCIPLES AND REGULATIONS

1.1 Purpose and scope

In accordance with the terms of Royal Decree 984/2015 of 30 October 2015, governing the organised gas market and third-party access to natural gas facilities, the present Rules of the Organised Gas Market, hereafter the “Rules”, contain the procedures, terms and conditions applicable to the organisation and operation of the Organised Gas Market, and in particular, its technical and economic management.

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

- Mibgas, S.A., in its capacity as the Operator of the Organised Gas Market (hereinafter, the Market Operator).
- The Party Responsible for the Settlement Services (hereinafter referred to as RSL), Mibgas S.A.
- Enagás GTS, S.A.U. in its capacity as the Technical Manager of the Spanish Gas System.
- REN Gasodutos, S.A. in its capacity as the Global Technical Manager of the Portuguese Gas System.
- All the other Market Agents.

1.2 Language

The Market Rules have originally been drawn up in Spanish. Nevertheless, the Market Operator shall post English and Portuguese versions of the same on its website following their approval and amendment. In the event of any discrepancy, the Spanish version shall prevail as the legally binding text, with the English and Portuguese versions being provided for informative purposes.

The documents exchanged between the Market Operator and the Agents, or prospective ones, may be drafted in Spanish, Portuguese or English. In these two latter cases, and if the Market Operator requests it, the Agent shall be required to provide an official translation into Spanish of any documents submitted in a different language.

English is the language to be used on the Trading Platform.

Communications made by telephone, data transmission or e-mail between the Market Operator and the Agents, or prospective ones, may be drafted in Spanish or English.

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1.3 Concepts, acronyms, and definitions

For the observance 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.
- Balancing Portfolio: As per the definition provided in Commission Regulation (EU) No. 312/2014.
- Trading Portfolio: Instrument through which Agents conduct their purchase or sales operations of products on the market.
- CNMC: Spain's Markets and Competition Commission.
- 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: A contract establishing the Agent's adhesion to the Market Rules.
- DGPEyM: Dirección General de Política Energética y Minas. Spain's Directorate General for Energy Policy and Mining.
- Spanish gas day: Delivery period for gas currently in force for the Spanish gas system.
- Portuguese gas day: Delivery period for gas currently in force for the Portuguese gas system.
- Working day: Understood to be any working day from Monday to Friday in Madrid (Spain), with the exception of 24 and 31 December.
- Banking day: A banking day is any day not declared to be a non-working day by the Banco de España (Spanish Central Bank).
- ERSE: Portugal's Energy Services Regulatory Authority.
- Natural gas: Gas delivered in the Spanish gas system according to the specifications required in the Natural Gas Transmission System (NGTS) and gas delivered in the Portuguese gas system according to ROI (see below).
- Technical Managers: Term that encompasses both the GTS and the GTG.
- Business group: A series of entities that form a group of companies as provided for in article 42 of Spain's Code of Commerce.
- GTS: Technical Manager of the Spanish Gas System.
- GTG: Global Technical Manager of the Portuguese Gas System.
- Agent Configuration Guide: Descriptive document on the technical requirements and procedures for accessing the Market Platform.
- Order Book: Detail of valid orders received on the Trading Platform and which have not been matched yet.

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- Operating Limit: Value associated with a Consolidation Account that at any given moment presents the amount of guarantees available, as yet unused, for responding to new commitments that the Agent may acquire on the market.
- Continuous Market: This is one of the types of trading permitted, with its characteristics being outlined in the Rule "Continuous Market".
- MAOTE: Portugal's Ministry of the Environment, Spatial Planning and Energy.
- MINETUR: Spain Ministry of Industry, Energy and Tourism.
- NGTS: Rules on the Technical Manager of the Spanish Gas System.
- Notification: Information sent by the Market Operator to the Technical Managers on the acquisitions and conveyances of gas associated with the Trades arranged in the market with delivery on the following Gas day, or on the same day for the Intraday Product, and they may not be rejected if they have been pre-notified.
- Trading Platform: An electronic platform provided and operated by the Market Operator, which facilitates the interaction between Agents and the Market Operator. Through the Platform, Agents may trade by posting and accepting purchase and sales orders and, as appropriate, modify and withdraw them.

For information purposes, the "Trading Platform", as per the definition provided in Commission Regulation (EU) No. 312/2014, whereby a network code is established on the balancing of gas in the transmission networks, is the same as the concept "Trading Platform" defined in these Rules.

- Platform for Registrations and Consultations: An electronic platform provided and operated by the Market Operator 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: This consists of the Trading Platform and the Platform for Registrations and Consultations.
- Pre-notification: Information sent each day by the Market operator to the Technical Managers on the purchase and sale of gas linked to the Trades undertaken in the Trading Sessions on that day.
- Spanish Virtual Balancing Point (PVB-ES): Virtual exchange point on the Spanish transmission and distribution system for Natural gas Trades.
- Portuguese Virtual Balancing Point (PVB-PT): Virtual exchange point on the Portuguese transmission and distribution system for Natural gas Trades.
- REMIT: Regulation (EU) No. 1227/2011, of 25 October 2011, on Wholesale Energy Market Integrity and Transparency.

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- Delegate: A legal entity acting in the name and on behalf of an Agent. If the Delegate is not itself an Agent, it must register on the Organised Gas Market as a Delegated Entity.
- ROI: “Regulamento de operação das infraestruturas de setor do gas natural” (Regulations on the operation of Natural gas infrastructures in Portugal).
- RSL: Party Responsible for the Settlement Services (Responsable de los Servicios de Liquidación), which performs the duties laid down in these Rules.
- Trading Session: Period of time during which Agents may interact on the Trading Platform, as described in the Rule “Trading Sessions, Calendar and Timetable”.
- SL-ATR: Spanish initialism for “Logistics System for Third-Party Access to the Network”.
- Accredited Party: Party that has met the requirements stipulated by the GTS or the GTG for allowing the reception of Notifications in their Trades.
- Trade: Transfer of ownership over a product following a matched purchase or sales order on the market.

Unless indicated otherwise, all the references to times in these Rules, Market Resolutions and Instructions are stated in Central European Time (CET).

1.4 Duties of the Market Operator

The Market Operator is responsible for managing the Organised Gas Market. It manages the different Trading Sessions, lists the products to be traded, receives purchase and sales orders, and manages them, as well as the annotations corresponding to the matches made in that market.

It is the Market Operator’s duty to organise and manage the Organised Gas Market, being responsible for undertaking the due and proper tasks to ensure it operates in an appropriate manner and for 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, which are to be approved via a Market Resolution.
- 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.
- Calculate the prices of the products traded for each Trading Session, in response to market matches.

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- Guarantee the proper operation of the Market Platform.
- Inform the 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 in particular with the Market Platform, as well as with any amendments and new versions that may be issued, with sufficient prior notice on their time of application.
- Publish daily 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.
- Publish daily the reference prices, including those to be used for the settlement of imbalances.
- Answer any questions or claims made by Agents.
- Provide each Technical Manager with the Pre-notifications and Notifications arising from the transfer of ownership of gas in the Organised Gas Market to be delivered in the gas system of its responsibility, arising from the purchase and sale orders matched of products with delivery in that system.
- Provide each Technical Manager, or those parties as applicable, with the information linked to the Trades of all the other products traded, which shall be required for the undertaking of their functions.
- Perform directly or through a third party, acting as a counterparty, the settlement of the market processes, invoicing and the processes of collections and payments, as well as the management of market guarantees.
- Report and disclose to the Agents the economic results of their Trades.
- Inform the Market Agents Committee of any incidents that may have occurred in the market's operation, upholding the confidentiality requirements laid down in these Rules.
- Send the ACER platform the information pursuant to REMIT that is the Market Operator's responsibility, 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.
- Draw up and disclose the Market Operator's code of conduct.
- Uphold the secrecy of the confidential information disclosed to it by the Agents, in observance of the rules applicable.
- Undertake directly, or through a third party, the duties of Manager of Guarantees in the Natural gas system.
- 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, having acquired the status of Accredited Party, has subscribed the Adhesion Contract and fulfilled the requirements laid down in these Rules, and is therefore authorised to trade on the market.

Depending on which requirements have been met, Agents may be entitled to trade in products delivered in the Spanish gas system, in the Portuguese gas system, or in both systems.

For informative purposes, the term “Trading participant”, as per the definition provided in Commission Regulation (EU) No. 312/2014, whereby a network code is established on the balancing of gas in the transmission networks, is the same as the concept “Agent” defined in these Rules.

2.1.2 Parties eligible to become Agents.

The following parties, registered in Spain or Portugal, may become Agents:

- Natural gas retailers
- Natural gas transmission and distribution companies
- Direct market consumers, understood to be those consumers that have contracted access capacity to the transmission or distribution facility to which they are connected for their own consumption, regardless of whether or not they have also subscribed an ordinary contract with a retailer.
- The Technical Manager of the Spanish Gas System (GTS)
- The Global Technical Manager of the Portuguese Gas System (GTG)
- CORES – A Spanish public company responsible for maintaining the strategic reserves of oil products and controlling oil product and natural gas industry stocks in Spain (CORES).
- Any other party that undertakes operations involving the purchase or sale of gas with all the other market agents without accessing third-party facilities, with the limitations laid down in Law 34/1998, of 7 October, on the Hydrocarbons Industry.

2.1.3 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 fulfils the requirements laid down in each product’s specifications.

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- 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 market-related matters, as well as about the operations it has undertaken through the platform provided by the Market Operator with this purpose.
- d) Collect 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 these Rules.
- f) The confidentiality of that information disclosed to it through its involvement in the market, as well as that shared with the Market Operator.
- g) Be informed in a timely and formal manner of any modification made either to the market's regulations or to their interpretation that might have a bearing on its involvement.
- h) Submit proposed changes to the rules to the Market Agents Committee, the Secretary of State for Energy or the CNMC (Markets and Competition Commission).

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 these Rules. Accordingly, the Agent, through the subscription of the Adhesion Contract, declares full knowledge and acceptance of the content of the Rules and Market Resolutions 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 on the market, through the Market Operator or from the company providing settlement services.
- d) Deploy the necessary means for the market's proper operation and fulfil the requirements of its technical operation, as provided for in these Rules.
- e) Ensure the data on the Agent are duly updated on the Platform for Registrations and Consultations. 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.

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- 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.

2.1.4 Agent data

The Agent is solely responsible for keeping its data up to date at all times.

Through the Platform for Registrations and Consultations, the Market Operator shall provide the Agents with the electronic means to update the data required for their participation in the market.

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

2.1.5 Market Makers

With a view to fostering the liquidity of the products accepted for trading on the market, the Market Operator may enter into Market Making Agreements with Agents under conditions of transparency, objectivity, and non-discrimination.

The reference framework for these agreements shall be disclosed via a Market Resolution.

Such agreements are to be approved by a Resolution of the DGPEyM, with a prior report made by the CNMC.

2.2 Market Access

The Market Operator shall use its public website to post an "Agent Configuration Guide", which shall include the requirements to be met and documents to be submitted for accessing the market, pursuant to the provisions of these Rules.

Through the Platform for Registrations and Consultations, the Market Operator shall provide the interested entities with the electronic means for acquiring the status of Market Agent.

2.2.1 Requirements to become an Agent

In order to acquire the status of Market Agent, candidates are to meet the following requirements:

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- a) Have already acquired the status of Accredited Party in the Spanish or Portuguese systems, or in both. Those Agents that have acquired the status of Accredited Party solely in the Spanish or Portuguese system may only trade in products with delivery in the Spanish or Portuguese system, respectively.
- b) Have provided the RSL with all necessary information for the processes of invoicing, guarantees and collections and payments, and have sufficient guarantees to operate on the market, as specified in the corresponding Market Resolutions.
- c) Have expressly adhered to these Rules through the corresponding subscription of the Adhesion Contract.
- d) Perform the required technical qualification tests, as per the provisions of the “Guide on Accessing the Organised Gas Market”.
- e) Submit the documents required by the Market Operator and listed in the Rule “Procedure for accessing the market”.

2.2.2 Agent registration procedure

Any entity seeking to acquire the status of Market Agent is to submit the following documents:

- The Agent’s basic details: company name, tax identification number or equivalent document of the entity submitting the application, and its registered address.
- Documentary proof, with the necessary official endorsement, of the powers of the person signing the application and the signatory of the Adhesion Contract.
- Those documents required by the RSL in the performance of its duties for the processes of invoicing, guarantees and collections and payments, and as specified in the Market Resolution.
- Whatsoever other documents that may be required pursuant to applicable legislation.

In addition, the applicant is to provide the information required in the Rule “Agent’s reference data”.

The status of Market Agent shall be acquired when the Market Operator has verified compliance with each and every one of the requirements made. The Market Operator 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.

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2.2.3 Agent's data reference

During the Agent registration process, the candidate is to provide the following information through the electronic means put in place by the Market Operator:

- a) Contact persons with the Market Operator's various departments, with contact phone numbers and e-mail addresses.
- b) The Agent's basic details: company name, tax identification number or equivalent document, registered address and EIC.
- c) Users authorised to access the Market Platform, with specification of the permissions granted.
- d) Trading Portfolios, with specific indication of the gas delivery system associated with them.
- e) Agent Accounts, as per the definition provided in the Rule "Agent Accounts".
- f) Whatsoever other information as required for the proper performance of its market operations.

Furthermore, the Agent may place restrictions on the posting of orders for different products, with a view to avoiding mistakes. For each product, the Agent may establish the maximum increment in price and the maximum quantity permitted in its orders.

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 the Market Operator for the purpose of authorising it to proceed in that capacity.

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

In the event the Representative is not an Agent, it is to register as a Representative Entity. Accordingly, it is to submit the following reference data:

- a) Contact persons, with contact phone numbers and e-mail addresses.
- b) Basic details: company name, the entity's tax identification number or equivalent document, and registered address.
- c) Users authorised to access the Market Platform, with specification of the permissions granted.

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- d) Whatsoever other information as required for the proper performance of its market operations.

2.3 Withdrawal of a Market Agent

An Agent shall be withdrawn from the market in the event of any one of the following circumstance:

- At the Agent's request.
- In the event of termination of the Agent's entitlement to operate on the market, as per the provisions of the Rule "Types of Agents".
- In the event that the Agent has ceased to be an Accredited Party.

In the first of these cases, and before proceeding to the withdrawal, the Market Operator is to ensure that the Agent has cleared all its positions on the market and honoured all its commitments to the market.

During the withdrawal process, the Market Operator shall suspend all the Agent's Trading Portfolios in application of the Rule "Suspension of an Agent's Trading Portfolios".

2.4 Suspension of an Agent's Trading Portfolio

In the event of the occurrence of any one of the following circumstances, the Market Operator shall suspend an Agent's Trading Portfolios, as per the following detail:

- When the Agent withdraws.
- When the GTS or the GTG notify the Market Operator of the suspension of the Agent as Accredited Party in the Spanish or Portuguese system, respectively.
- When the RSL notifies the Market Operator of the suspension of the Consolidation Account associated with the Agent.

In the first and third of these cases, all the Agent's Trading Portfolios shall be suspended. In the second case, this suspension shall apply solely to the Trading Portfolios that are associated with the delivery in the gas system in which it has lost the status of Accredited Party.

The Market Operator shall proceed to suspend the affected Trading Portfolios of that Market Agent in the Trading Sessions held during the period the aforementioned circumstance persists, as of the moment it becomes aware of that situation and/or receives said communications, cancelling any orders associated with that Agent's Trading Portfolio that might be included in the Order Book for those sessions or for products whose period of delivery includes a day in which that circumstance persists. In such cases, the Market Operator shall immediately inform the CNMC, the Technical Managers and all other

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Agents. Likewise, it shall immediately inform the same parties if the suspension has been lifted.

Furthermore, as regards those Trading Sessions held between the time the Market Operator becomes aware of that situation and the Trading Session in which the Trading Portfolio is suspended, that Trading Portfolio may be used solely for trading in products whose delivery period is included in the period in which the Trading Portfolio is fully in force, rejecting those orders for products that do not comply with the aforesaid.

2.5 Exceptional action by the Market Operator in the event of suspension of Trading Portfolios.

In the event of suspension of an Agent's Trading Portfolios associated with a gas system, due to one of the following circumstances:

1. When the Agent has lost its status as an Accredited Party in said gas system.
2. When the RSL notifies the Market Operator of the suspension of the Consolidation Account associated with the Agent.

The Market Operator may purchase energy equivalent to the net sales balance that the Agent had for delivery to that gas system at the time of the suspension. In this case, the Market Operator shall, exceptionally, acting diligently and applying its best efforts, use the mechanisms and products available on the market to act on the Agent's behalf. For this purpose, the RSL shall provide the Market Operator with any collection rights and formalised guarantees pertaining to the Consolidation Account associated with the Agent that are not required to meet outstanding payment obligations on the Organised Gas Market and other additional guarantee requirements.

2.6 General principles on Agents 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 behaviour on the market.
- Act with due competence, care and diligence.
- Follow the Market Operator's instructions, as provided for in the Rules as well as those issued by the corresponding supervisory bodies.

The orders posted by the Agents are to comply with the following:

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- Apply an economic rationale.
- Have the sole purpose of being matched, with no posting of orders 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.

2.7 Agent accounts

The annotations corresponding to the Agents' economic results, guarantees presented and amounts to be paid or collected are to be recorded in accounts. Therefore, an Agent's registration will not be finished until the Agent has established the structure of accounts that will be used for the processes following the matching.

The following types of accounts are identified:

- Register Account: an account pertaining to an Agent that records the economic results corresponding to one or several Trading Portfolios belonging to that Agent.

All Agents are to have a single Register Account, which shall be opened by the Market Operator and, as appropriate, the RSL, as part of the Agent registration process.

Any Trading Portfolio held by an Agent is to be univocally associated with the Register Account held by that Agent at any given moment.

- Consolidation Account: an account held by an Agent that aggregates the annotations with effects on collections and payments and the Operating

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Limit of the Registration Accounts of the Agents with that Consolidation Account associated at any given moment.

Each Agent is to have an associated Consolidation Account, which may be held directly or by a third party.

Each Agent shall register the associated Consolidation Account in the RSL and, as appropriate, confirm it in the Market Operator.

Each Agent may hold one Consolidation Account and shall be entitled to have its Consolidation Account associated exclusively with Agents from its same business group, with any imbalances being settled on a collective basis in each gas system.

- **Guarantees Account:** an account univocally linked to a single Consolidation Account, and belonging to its holder, in which an entry is made of any new guarantees arranged, as well as their expiry.

Every holder of a Consolidation Account is to be the holder of a Guarantees Account, which is to be registered in the RSL.

An Agent's confirmation of its associated Consolidation Account shall mean that it authorises the holder of the account to access the aggregate information on the entries in such Consolidation Account and the information on the guarantees introduced through the Market Platform.

A Market Resolution shall be used to lay down the requirements enabling Agents to activate and modify their associated Consolidation Accounts.

2.8 Sharing information with the Technical Managers for the authorisations of Agents

The communication of the Agents accredited by the GTS to transfer ownership of gas in the PVB-ES shall be carried out at least once a day, and in all cases prior to the start of trading. The delivery dates specified in that information are to be respected. Said transfers of ownership are subsequently to be notify to the GTS as laid down in the Market Resolution.

The communication of Agents authorised by the GTG to transfer ownership of gas at the PVB-PT shall be carried out according to the procedure agreed between the GTG and the Market Operator on the communication of users authorised to trade at the PVB-PT. The delivery dates specified in that information are to be respected.

Among the Technical Managers and the Market Operator, Agents shall be identified using the EIC code.

The GTS shall inform the Market Operator, without any undue delay, if there is any party that has lost the status of Accredited Party. In such a case, the party's

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Trades shall be understood as undelivered on the Gas days following the communication, without prejudice to the observance of the payment obligations associated to the market purchase Trade. In addition, application shall be made of the provisions of the Rules “Withdrawal of an Agent from the market”, “Suspension of an Agent’s Trading Portfolios” and “Exceptional action by the Market Operator in the event of suspension of Trading Portfolios”.

3 PRODUCTS

3.1 General principles

The products accepted for trading by the Market Operator shall be quantities of gas to be physically acquired or delivered, and any other products related to the gas supply chain as may be decided, in time and form under the terms set out in Royal Decree 984/2015, of 30 October 2015.

The specifications that can be used to define a product are as follows:

- 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 is 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 price: minimum jump in prices that may be included in two consecutive orders.
- 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 type: Determines whether the product can be traded on the Continuous Market and in Auctions.

3.2 Procedure of creating new products

The Market Operator, on its own initiative or at the behest of the Agents Committee, and always following a consultation process with the latter, may propose to the Ministry of Industry, Energy and Tourism the acceptance of new

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products to be traded, following a report from the Markets and Competition Commission.

4 MARKET OPERATIONS

4.1 Trading Sessions, Calendar and Timetable

Trading on the market is organised into Trading Sessions. One or more products may be traded in each session.

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

The dates, times and types of trading corresponding to each Trading Session shall be disclosed via a Market Resolution.

4.1.1 Lists 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.

4.1.2 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:

- UPC (upcoming): Trading has yet to begin.
- AUC (auction): Trading is open in Auction mode. Agents may post orders accordingly, and these shall be stored until the time of matching.
- 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.
- 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.
- 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.
- FIN (finalized): Trading has finished and, therefore, Agents may not post any more orders in that session.

Nonetheless, orders may be submitted at any time to future Trading Session Auctions that are accessible on the Trading Platform of all the products listed.

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These orders shall be stored until the start of the Auction involving the Trading Session for which the orders have been posted. These orders may be withdrawn as per the provisions of the Rule “Withdrawal of orders”.

4.2 Trading Portfolio

The Agents or their Representative shall post their purchase and sales orders of 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 shall be associated to a gas system (Spain or Portugal). A Trading Portfolio can only be used to trade products with delivery in its corresponding system.

Each Agent’s Trading Portfolio of Natural gas products is to be associated with a single Balancing Portfolio.

4.3 General order characteristics

4.3.1 Firmness of orders

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

4.3.2 Orders parameters

The following information is to be specified for each order:

- 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 product in question, 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.

Additionally, as described in the Rule “Product status during a Trading Session”, Agents may submit orders for the Auctions associated to future Trading Sessions.

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An Agent is to post an order via an electronic form, filing 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

For the purposes of calculating guarantees, sale and purchase orders shall be valued in accordance with the rules for calculating guarantees described in the Rules and Market Resolution.

Before they are included in the Order Book, all orders received on the Trading Platform are to undergo a two-step validation process, with conditions applying to an order's acceptance and conditions applying to Agent's warnings.

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

The following validations 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 in which the delivery is made, and has been authorised to deliver gas 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 Trading Portfolio must not be suspended for that Trading Session, nor shall it be suspended on any one of the days in the delivery period for the product.
- The order does not exceed the Operating Limit of the Consolidation Account associated with the Agent holding the Trading Portfolio, at the start of its trading.
- The order cannot be matched with another order posted by the same Agent, as described in the Rule "Matching orders on the Continuous Market".

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

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non-compliance with this condition. If, despite this warning, the Agent decides to post the order, a new message shall 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 warnings 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 the 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 "Agent's reference data".

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.

The values of the limits on quantity and price established by the Market Operator, as well as their method of application, regarding both these limits and the maximum limits defined by the Agent, are to be specified in the Market Resolution.

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

4.3.5 Acceptance of orders

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

4.3.6 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.

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The order is understood to have been modified, when once the validations established in the Rule "Validation of orders" have been made, the Market Operator issues the respective 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.

4.3.7 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 that same product and session. In addition, once the session has ended (FIN), those orders whose validity extends to 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 the Market Operator issues the respective electronic confirmation.

Furthermore, in the event that any one of the circumstances as provided for in the Rule "Suspension of an Agent's Trading Portfolios" should arise, the orders present in the Order Book shall be withdrawn by the Market Operator.

4.4 Types of trading

4.4.1 Auctions

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

At the end of an Auction, the Market Operator integrates all the purchase and sales orders received, creating, respectively, the aggregate purchase and sales curves for each product.

The crossing point on both 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, regardless of whether or not they have taken part in the Auction.

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

4.4.1.1 Types of Auctions

- Opening Auctions: These are the ones 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

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opening Auction becomes the price reference for the opening of the Continuous Market.

- Auctions motivated by events: These are the ones 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 on the Continuous Market and launch an Auction. Once the Auction has ended, the process of continuous trading re-starts.
- Closing Auctions: These are the ones held at the end of a product's Trading Session, following the Continuous Market period.

4.4.1.2 Procedure for creating new Auctions

The Market Operator, on its own initiative or prompted by the Agents Committee, and always following a consultation process with the latter, may propose the definition of the Auctions for trading on the market and the events that may trigger their launch. The terms and conditions of these new Auctions are to be approved via a Market Resolution

4.4.1.3 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 else they are orders whose 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:
 - Simple orders posted before Auctions to be held at future dates are automatically included at the start of the Auction.
 - Valid orders unmatched in the previous Trading Session at which this product was traded, and in which the Agent has indicated a wish for them to continue being valid in subsequent Trading Sessions, are included automatically at the start of the Auction
 - Simple orders posted during the process of receiving orders at the Auction.
- Each order has the following options:
 - To be valid exclusively for the Auction, being withdrawn if the order is not matched at the matching process when the Auction is closed.
 - Extend its validity to the Continuous Market phase that follows the Auction, if it has not been matched at the Auction, remaining in the Order Book for the session. In addition, in this case an Agent may choose the option of extending its validity to subsequent Trading Sessions involving the same product.
- They accept the possibility of partial cassation at the agent's choice

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4.4.1.4 Information provided on the Trading Platform during Auctions

During a Trading Session, the information provided by the Market Operator to an Agent on the Trading Platform, for products that are being traded in Auctions mode, is at least the following:

- Products for which it is authorised to trade during the Trading Session and the time trading ends.
- Order Book, which shows, for a chosen product, the purchase and sales orders posted by the Agent for the session, ordering 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 the 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.
- Balance of the associated Guarantees Account, identifying both the amount used and the amount free to be used and to cover new trades. This information shall be continuously updated.

4.4.1.5 Matching during Auctions

The purchase and sales order matching process at an Auction for each product follows the simple matching method, which provides the auction marginal price and the quantity allocated to each Agent.

Each product's matching price shall be equal to the price at the crossing point of that product's 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 orders 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 orders 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 precisely to that crossing point.

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- 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 quantity of product provided that the price of that order is equal to or higher than the marginal price, pursuant to the rules on distribution at a marginal price.

When the aggregate sales and purchase curves coincide on a horizontal section, the marginal price shall also be the price of the final 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 orders 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 are 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 of the aggregate sales and purchase curves occurs on a horizontal section of any one of them, the following process is to be applied:
 - a) In the event of a surplus in the sales order, this surplus shall be deducted proportionally from the quantities 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 order, 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 mistallied 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 is to be applied:

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- i) Initially, the quantity allocated following the distribution that does not correspond to a whole number shall be reduced to the whole number.
- ii) A valuation is then to be made of mistally 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). The value of the mistally indicates the number of orders that need to increase their allocation by one trading unit for the corresponding product in order to correct the mistally.
- iii) Finally, the allocation is increased by one trading unit for a number D of orders that were involved in the reduction, first choosing those that remained with the highest residual 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 "Product status during a Trading Session".

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 the 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, the matching takes place immediately, as long as the required conditions are met.

4.4.2.1 Types of orders in the Continuous Market

There may be two types of orders: simple or conditional.

The types of orders in the Continuous Market shall be specified via a Market Resolution.

4.4.2.2 Procedure of modifying new orders or creating new types

The Market Operator, on its own initiative or prompted by the Agents Committee, and always following a consultation process with the latter, may propose the modification or definition of new types of orders for the Continuous

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Market. These modification or new types of orders are to be approved via a Market Resolution

4.4.2.3 Information provided on the Trading Platform in the Continuous Market

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

- Products for which it is authorised to trade during the Trading Session and the time trading ends.
- 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 submitted to the session by all the Agents with prices around the equilibrium point, classifying 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, which shows, on an anonymous basis, the latest orders matched for the chosen product, specifying price and quantity and ordering them by descending time of matching, and specifying whether they have been matched at Auctions or in 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 Auctions and in the Continuous Market.
- Balance of the associated Guarantees Account, identifying both the amount used and the amount free to be used and to cover new trades. This information shall be continuously updated.

4.4.2.4 Matching orders on the 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.

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- 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.

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 order of 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, as well as a payment obligation and a collection right, respectively, at the Trading price.

The Trade shall be understood as completed 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.

The Trade shall be pre-notified to the corresponding Technical Manager for information purposes on the day upon which it has been completed.

In the event the status of Accredited Party has been lost at the moment of Notification, the delivery shall be understood as not made but notified, being subject to the rules on the settlement of imbalances and guarantees of the Organised Gas Market laid down in the Market Rules and the “Undelivered Sales Trades” rule. Trades of all other Agents shall remain unaltered.

The collection rights corresponding to the sales Trade of a product that has not been delivered shall be placed at the disposal of the RSL in order to cover any possible default on the part of the Agent or of the owner in their associated Consolidation Account, as specified in the Rule “Undelivered sales Trades”.

The payment obligations corresponding to the purchase Trade of an undelivered product shall remain in force, being treated in the same way as all the other payment obligations.

4.6 Financial consequences of the matching

The Market Operator shall determine the financial consequences for Agents according to the purchase and sales orders that have been matched in each one's Trading Portfolio, by product, Trading Session and type of trading.

Accordingly, the Market Operator shall make the corresponding entries in each Register Account, with information on the Agent and the Trading Portfolio.

4.6.1 Financial consequences of the matching at Auctions

As a result of the purchase and sales orders matched at Auctions, account entries are made for each Trade.

In each Register Account associated to a Trading Portfolio, for each matched sales order, an annotation shall be made of a right to collect (DCS) equal to the following:

$$DCS(cn,p,s,sb) = UNS(cn,p,s,sb) * PM(p,s,sb) * nd$$

In each Register Account associated to a Trading Portfolio, for each matched purchase order, an annotation shall be made of an obligation to pay (OPS) equal to the following:

$$OPS(cn,p,s,sb) = UNS(cn,p,s,sb) * PM(p,s,sb) * nd$$

Where:

cn: Trading Portfolio held by the Agent

nd: No. days in the delivery period for the product matched at Auction sb

p: Product matched at sb

s: Trading Session

sb: Auction code

UNS(cn,p,s,sb): Number of trading units matched in Portfolio cn, product p, at Auction sb in Trading Session s

PM(p,s,sb): Marginal price of product p, the result of Auction sb, in Trading Session s

4.6.2 Financial consequences of the matching in the Continuous Market

As a result of the purchase and sales orders matched in the Continuous Market, account entries are made for each Trade. In each Register Account associated to a Trading Portfolio, for each matched sales order, an annotation shall be made of a right to collect (DCC) equal to the following:

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$$DCC(i,cn,p,s) = UNC(i,cn,p,s) * PT(i,cn,p,s) * nd$$

In each Register Account associated to a Trading Portfolio, for each matched purchase order, an annotation shall be made of an obligation to pay (OPC) equal to the following:

$$OPC(i,cn,p,s) = UNC(i,cn,p,s) * PT(i,cn,p,s) * nd$$

Where:

i: Trade code on the Continuous Market

cn: Trading Portfolio held by the Agent

nd: No. days in the delivery period for the product matched in Trade i

p: Product traded

s: Trading Session

UNC(i,cn,p,s): Number of trading units matched in Trade i, in Trading Portfolio cn, for product p in Trading Session s

PT(i,cn,p,s): Price of Trade i, in Trading Portfolio cn, for product p in Trading Session s

4.6.3 Disclosure of the economic results

The Market Operator shall provide each Agent, on each trading day, with the account entries corresponding to the financial outcomes of their Trades, upholding the anonymity of market trading, regarding both matching and settlement and its duties of confidentiality as laid down in these Rules. Likewise, it shall provide each Agent with aggregate information on the sum of annotations on its Trades by day of delivery, and the aggregate information on the sum of annotations on its Trades by day of trading.

For the purpose of annotations, it is established that payment obligations shall have a negative sign and collection rights shall have a positive sign. Likewise, the trading units matched in the purchase orders shall have a positive sign and those matched in sales orders shall have a negative sign. Aggregate values may be displayed with no sign provided that the item to which they correspond is indicated.

4.6.4 Firmness of the financial consequences of the matching

The financial consequences of the matching for an Agent shall be considered provisional for the following reasons:

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- a) The existence of claims pending regarding the development of a Trading Session.
- b) The period is open for presenting claims to the economic results.
- c) The existence of claims pending resolution as regards the economic results.

The economic results shall be considered definitive unless there is concurrence of any one of the contingencies specified in the preceding paragraphs.

4.7 Pre-notifications and Notifications to the Technical Managers

Each day, the Market Operator shall send the corresponding Technical Manager the Pre-notifications associated with the Trades undertaken in the Trading Sessions on that day, with delivery in the gas system under its charge, which shall include the sum of all the energies corresponding to the purchase and sales Trades with delivery on each Gas day, for each party that has traded on the Organised Gas Market.

Each day, the Market Operator shall send the corresponding Technical Manager the Notifications associated with the Trades undertaken in the Trading Sessions with delivery on the following day in the gas system under its charge, which shall include, for each day, the sum of all the energies corresponding to the purchase and sales Trades with delivery on that Gas day, for each party that has traded on the Organised Gas Market.

In the case of Intraday Products, the Market Operator shall send the corresponding Technical Manager the Notifications associated with the Trades undertaken with delivery in the gas system under its charge.

The withdrawal of a party's right to send Notifications as of the moment of completion of the Trade through to its Notification is not an acceptable reason for rejecting that Notification.

The Market Platform shall provide Agents with all the information on the Pre-notifications and Notifications associated to their Trades that have been reported to the Technical Managers by the Market Operator, for the purpose of their verification and confirmation.

4.8 Consultations 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 present claims to the order validation process within a period of five minutes following the reception of electronic confirmation. If the claim is upheld, the Market Operator shall analyse and, where applicable, rectify the problem as soon as possible, keeping the Agent affected informed at all times.

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Agents may present claims to the results of the matching process within a period of ten 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, in the event 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 counterparty of the Trade immediately, proceeding, in the event the claim is upheld, to cancel the Trades affected, and withdrawing the orders involved.

The holders of the Consolidation Accounts may appeal against the calculation of the Initial Operating Limit within thirty minutes of its being posted. The Market Operator shall respond to the appeal as soon as possible and with all possible diligence.

The Agents may present claims to economic results within a period of three Working days following their disclosure. The Market Operator shall analyse the appeal and where necessary, post the economic results with the revised information.

The Market Operator shall inform the Agents Committee and the CNMC of these circumstances.

5 MARKET OPERATION REGIME

5.1 Market Operation Centre

The Market Operator shall maintain an Operation Centre staffed by competent personnel, which shall be operational during the Trading Sessions.

5.2 Assistance

Whenever there is a Trading Session open, the Market Operator shall provide the Agents with qualified assistance over the telephone. To this end, the Market Operator will include at least two telephone numbers for communication with Agents in the Guide on Accessing the Organised Gas Market.

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

5.3 Recording telephone conversations

The Market Operator shall record the telephone conversations held with Agents over the phones in the Operation 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 carried out by the Market Operator or by the competent authorities.

The Agents expressly state their knowledge and acceptance of such recordings.

A Market Resolution shall explain to Agents how to exercise their right of access to these recordings, as well as the procedure for preserving and destroying these recordings.

5.4 Operating conditions for Agents

Agents are to operate on the Market Platform using its equipment and communication means according to the Agent Configuration Guide.

Agents are responsible for deploying the communication equipment and providing accesses that meet the specifications, and ensuring they remain permanently operational and updated to the versions specified by the Market Operator.

The Market Operator shall give reasonable notice to the Agents of all such changes as are required to be made in the communications equipment and accesses, in order to ensure that 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, applying for their renewal whenever necessary. Likewise, they are also required to request the revocation of the digital certificates associated with persons whose powers have been revoked.

5.5 Availability of Agents

Agents are to deploy competent staff in the operation of the Organised Gas Market.

Whenever there is a Trading Session open, these staff are to be accessible through the contact telephone numbers the Agent has communicated through the means provided by the Market Operator for this purpose.

5.6 Communications to Agents

The communications to Agents shall be done through the electronic means specified by the Market Operator. Depending on their content and

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confidentiality, communications may be addressed to a single specific Agent or to all the Agents as a whole.

During a Trading Session, the Market Operator 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.

5.7 Market operation schedules

The Market Operator shall respect the schedules of the Trading Sessions as provided in the corresponding Market Resolution. Without prejudice to the above, faced with events or exceptional cases, and upon prior notification to the Agents through the Market Platform, the Market Operator may modify the trading schedules. All schedules modifications shall be notified to the CNMC.

5.8 Procedure in exceptional circumstances

Whenever exceptional circumstances arise that may have a significant impact on the market, the Market Operator, always acting according to the principle of prudence, may adopt those measures strictly necessary for defending the integrity, proper operation, security and transparency of the market. The Market Operator must inform the CNMC, the Technical Managers 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 same.

5.9 Participation of Agents in test sessions

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

The Agents are responsible for taking part in these tests.

5.10 Maintenance of the Market Platform

The proper operation of the Market Platform and any modifications made to it may sometimes require the undertaking of preventive or corrective maintenance tasks that impede its use by Agents over certain periods of time. Whenever these operations are foreseeable or programmed, the Market Operator shall provide the Agents with prior notice of the tasks to be performed and the estimated time the service will not be available. In the case of unforeseen circumstances, such notification shall be provided as soon as the situation has been detected, likewise providing the best estimate available on the time the service will be interrupted.

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5.11 Emergency System

The Market Operator is to have a back-up Market Platform, referred to as the Emergency System, located on a different site to the Main System, whereby in the event of the total or partial loss of the latter, the market's normal operation shall be assured.

This Emergency System is to be synchronised with the Market Operator's main system, whereby whenever its use is required, the relevant information from the main system will be replicated in the Emergency System.

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

An Instruction is to be issued covering the processes of switching operations to the Emergency System and the protocols and proceedings laid down for emergency operation.

6 INVOICING, COLLECTIONS AND PAYMENTS, AND GUARANTEES

6.1 General principles

The processes of invoicing, management of collections and payments and guarantees shall be provided by the RSL, which shall act as the selling counterparty as regards all the purchasers, and as purchasing counterparty as regards all the vendors.

Trades shall be subject to settlement according to the terms laid down in a Market Resolution, respecting the system of guarantees and liabilities provided for in the corresponding Market Resolution. The Market Operator shall inform, as appropriate, the RSL, in the manner and within the timeframes stipulated in the corresponding Market Resolution, of the Trades and entries included in the market register, for the appropriate management of guarantees and the settlement process.

6.2 Invoicing

Invoices shall be issued subsequent to delivery of the gas and shall be issued according to the frequency stipulated in a Market Resolution, and shall contain the economic results for the delivery days within the period stipulated by means of a Market Resolution, referred to as the invoicing period, together with the taxes applicable to them.

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The RSL shall issue a sales invoice for each purchaser. Likewise the RSL shall issue a sales invoice in the name of each vendor Agent in which the RSL shall be named as the purchaser.

6.3 Collections and payments

On the same date of issue of the invoice, a credit or debit note shall also be issued based on the invoices and any other items that may be of application.

Those holders of a Consolidation Account with a debt position are to make the corresponding payments within the timeframes stipulated by a Market Resolution. Those holders of a Consolidation Account with a credit position are to receive the collections corresponding to them within the timeframes stipulated by a Market Resolution.

The Agents' payments and collections are aggregated in the Consolidation Account associated to them.

6.4 Undelivered sales Trades

The collection rights of undelivered sales Trades, as per the provisions of the Rule "Sharing information with Technical Managers for the authorisation of Agents" shall remain at the disposal of the RSL, which shall use them according to the following order of priority:

1. They shall cover any payment obligations pending in the Organised Gas Market of the holder of the Consolidation Account associated to the party that has lost the status of Agent.
2. They shall be placed at the disposal of the GTS for the amount required to cover the non-payments of the party that has lost the status of Agent for imbalances, as well as, subsequently, any other outstanding economic obligation to the gas system notified by the GTS, under the terms established in law, in particular, Article 29.8 of Royal Decree 984/2015 of 30 October 2015, governing the Organised Gas Market and third-party access to the facilities of the natural gas system

Should these collection rights not be sufficient to cover the non-payments of the party referred to in the above point, the RSL shall realise any guarantees provided by the holder of the Guarantees Account associated with the Agent and not required to cover outstanding payment obligations in the Organised Gas Market, for the smallest value between the available amount and the requested amount by the GTS, and shall place it at the disposal of the latter.

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6.5 Guarantees

Agents are to provide guarantees to the RSL in order to provide sufficient cover for their market operations.

The guarantee provided is also to cover any taxes applicable and any quotas that may be charged to the Agents when paying for their market acquisitions.

The Agent's obligation to provide a guarantee shall be understood to have been satisfied through the presentation of a guarantee by the holder of the Guarantee Account linked to its associated Consolidation Account.

The beneficiary of the guarantees shall be RSL.

The valid instruments for the guarantees shall be stipulated in a Market Resolution.

Pursuant to the provisions of these Rules, the guarantee to be provided by each Agent shall cover, with no limitation whatsoever, the obligations it assumes by virtue of its Trades on the Organised Gas Market.

These guarantees are to be valid for at least long enough to cover up to the last day of payment corresponding to the product to be acquired, plus a period that permits their enforcement if necessary.

Operating Limit

The Market Operator shall dispose of the value of the Operating Limit of each Consolidation Account updated at all times, for consolidation in the validation of orders presented to the Trading Sessions. Said values shall be published through the Market Platform, as set out by means of a Market Resolution.

The RSL shall notify the Market Operator of the values of the Operating Limit of each Consolidation Account within the timeframes specified in a Market Resolution. This notification shall constitute the initial value of the Operating Limit.

For the purpose of the calculation of the Initial Operating Limit by the RSL, account is to be taken of the following values referred to the associated Consolidation Account, and in the Guarantee Account linked to that Consolidation Account, as specified through a Market Resolution:

- a) Guarantees formalised and available in the RSL for market Trades.
- b) Payment obligations incurred and outstanding arising from the purchase orders matched in the Continuous Markets and Auctions, with any taxes applicable, with a negative sign
- c) Collection rights accrued and pending arising from the sales orders matched in the Continuous Markets and Auctions, with any taxes

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applicable, with the limitations established in the Market Resolution which establishes the product specification.

- d) Valuation of the orders remaining in the Agent's Order Book for the Trading Session under way, with a negative sign.
- e) Other guarantees in accordance with the Market Resolution on Invoicing, Management of Collection and Payments and Guarantees.

As a consequence of the foregoing, an Initial Operating Limit may exist that is applicable to each product.

A Consolidation Account's Operating Limit shall be calculated at any given time by the Market Operator as the sum of the following entries:

- a) Value of the last Initial Operating Limit notified by the RSL
- b) Minus the value of any payment obligations incurred and outstanding in that Consolidation Account and which have not been considered in the Initial Operating Limit, with their corresponding taxes rounded up to the nearest two decimal places.
- c) Plus the value of the collection rights accrued and pending for that Consolidation Account and which have not been considered in the Initial Operating Limit, with their corresponding taxes rounded down to the nearest two decimal places, with the limitations defined in the Market Resolution establishing product specifications.
- d) Minus the valuation of the orders remaining in the Order Books for the sessions in AUC, MAT, CON or INT mode, and which have not been considered in the Initial Operating Limit.
- e) Plus/minus the increases or reductions of the Initial Operating Limit notified by the RSL, as appropriate, which shall consider any increases or reductions of guarantees occurring during the sessions and debits and credits made up to the notification of a new Initial Operating Limit.
- f) Minus the value of the guarantee required of the sales Trades, as specified in the Market Resolution establishing the product specifications.

As a consequence of the foregoing, there may be an Operating Limit applicable to each product.

Within those timeframes specified in a Market Resolution, the Market Operator shall inform the RSL of the economic results of the various Trading Sessions to enable the RSL to calculate the new Initial Operating Limits for each Consolidation Account.

6.6 Non-compliance with the formalisation requirements of the guarantees

In the event of a shortfall in guarantees or an error in their formalisation, the RSL shall require the holder of the account to provide the necessary guarantees pursuant to the provisions of the corresponding Market Resolution. If the holder

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should fail to do so, the Consolidation Account may be suspended. The provisions of this Rule are to be developed in the corresponding Market Resolution.

6.7 Defaults payments regime

When the holder of a Consolidation Account with a debt position is in default, the RSL shall enforce, following prior notification to the interested party, the associated guarantees, and, if necessary, shall dispose of the collection rights proven by the holder. If the enforcement of the guarantees permits the collection of the full amount pending, the RSL shall pay the creditors.

If on the day on which payment becomes due, it has not yet been possible to realise the guarantee to cover the full amount owed, the collection rights of the holders of the Consolidation Accounts with a credit position within the same invoicing period, shall be reduced proportionately.

The holder of a Consolidation Account in default shall be obliged to pay a penalty, as stipulated through a Market Resolution. Furthermore, the amounts due and pending shall accrue interest, to be counted from the date on which the payment was due, until the date when the amount pending has effectively been paid.

Once the debt has been settled, the RSL shall proceed to its clearance, paying the creditors the amount due plus the corresponding default interest.

The provisions of this Rule shall be described in greater detail in the corresponding Market Resolution.

MINETUR and CNMC are to be informed in the event of any default.

The Agents unconditionally and irrevocably authorise the conveyance to the RSL, in its capacity as counterparty, of all those collection rights pending payment in the market in which an Agent is a creditor.

These collection rights shall be understood as assigned to the RSL, in its capacity as counterparty, from the moment in which they have been used as collateral for market operations.

Without prejudice to the provisions of these Rules, these rights may be used by the RSL, in its capacity as counterparty, solely to offset any possible breach of the payment obligations involving the operations covered by them.

7 MARKET INFORMATION

7.1 Confidentiality of market information

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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 the Market Operator of any incident affecting the security of said information.

The Market Operator undertakes to uphold the confidentiality of the data that the vendor and the purchaser have disclosed to it in an order, according to the provisions of these Rules.

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

The data corresponding to an Agent's economic results shall be considered confidential for all the other Agents.

7.2 Information for Agents

The Market Operator shall provide the Agents with the information they need for undertaking the market processes through the Market Platform. Access to this system requires the use of the digital access certificates provided by the Market Operator. Depending on which Agent the person accessing the system belongs to, 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
- Updated information about the Agent's available guarantees Trades closed by the Agent
- Trades closed on the market
- Evolution of the prices for each product in the different Trading Sessions
- List of detailed entries by Trading Portfolio and product
- Log record of matched orders

7.3 Information for supervisor bodies

The Market Operator shall collaborate with the regulatory bodies and with the Agents Committee to ensure the transparency of the market and its results, without prejudice to the relevant market information that, pursuant to current legislation, is to be sent to ACER and CNMC, as energy market supervisors, and as appropriate, to MINETUR or to other competent authorities.

Accordingly, the Market Operator may draw up reports based on parameters that facilitate a better monitoring, observation and verification of the data on the Organised Gas Market. Regarding such reports, the Market Operator shall apply the pertinent criteria of confidentiality.

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7.4 Public information

The Market Operator shall use its website to publicly disclose, without the need for registering, the following information at least, as well as whatsoever other specific information stipulated by the regulation:

- Applicable legislation
- Market Rules in force
- Market Resolutions
- Instructions
- User guides
- List of Agents
- Number and identity of Market Maker Agents.
- Calendar of Working Days and Banking Days
- Data on prices, volumes and amounts as specified forthwith:
 - Volumes and amounts traded daily
 - Volumes and amounts traded by Gas day and place of delivery
 - Price of daily Auction
 - Latest Daily Price
 - Daily Reference Price
 - Maximum Daily Price
 - Minimum Daily Price
 - Price Difference between Purchases and Sales
 - Price Index for the Gas day and place of delivery
 - Reference Price for Operation Gas
 - The Marginal Purchase Prices and Marginal Sales Price necessary to calculate the imbalance rates.
 - Any other reference price defined in the regulation or required for the settlement of forward or future products

The method for calculating these data and their time of disclosure shall be stipulated by a Market Resolution.

8 MARKET AGENTS COMITEE

8.1 Duties

The Agents Committee for the Organised Gas Market is an advisory body whose purpose is to know and be informed of the market functioning and management of the market as undertaken by the Market Operator, and the drafting and channelling of proposals that may help to improve its performance.

The Agents Committee's specific duties are as follows:

- Know and be informed of the market's evolution and functioning and the development of the matching and settlement processes.

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- Know, through the Market Operator, of any incidents that have taken place during the market's operations.
- Analyse the market functioning and propose to the Market Operator any amendments to the rules that may lead to a change or improvement in the market's operation procedures.
- Report any new proposals on the Rules and Market Resolutions, including, as appropriate, the individual votes cast by its members.
- Advise the Market Operator on the resolution of any incidents that may arise in the Trading Sessions.

8.2 Members

The Agents Committee shall be made up of delegates from the Market Operator, the Agents, the CNMC, the RSL, and the Technical Managers. In addition, both the Market Operator and the Agents Committee may invite delegates to speak, but not vote, from each one of the following groups: the market's transmission companies, distributors and consumers, and relevant associations with links to the sector.

8.3 Appointment of members and operating rules

The Agents Committee shall approve its internal operating rules, which shall set out the mechanism for appointment of members, the frequency of its meetings, procedures for their convening, code of conduct, procedures for adopting agreements, and the timeframe for renewing its members.

The office of member of the Agents Committee shall not be remunerated.

The Chair and Deputy Chair of this body shall be elected by the Agents Committee from among its full members.

The duties of Secretary shall be permanently undertaken by the Market Operator.

The Market Operator shall post the Committee's agenda and any proposed amendments to the Market Rules or Market Resolutions to be discussed at the meeting on the market's publicly accessible website.

9 MARKET RESOLUTIONS AND INSTRUCTIONS

The Market Operator may propose the approval of the Market Resolutions required for the development and application of the Rules. These Market Resolutions, which shall include those designed to define the Auctions and the products to be negotiated on this market, shall provide details on the different processes.

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The Market Resolutions shall be approved by means of Ruling from the Secretary of State for Energy, following a report from the CNMC. Once they have been approved, they are of mandatory compliance for those Agents affected by their scope of application.

In those cases of urgency and when strictly necessary for the market's proper operation, and always according to a principle of prudence, the Market Operator may issue those Instructions that are strictly necessary to the need to introduce operational details of the Rules or Market Resolutions. Once published by the Market Operator, they are to be notified to MINETUR, CNMC and the Agents Committee.

Likewise, the Market Operator may prepare User Guides for the effective operation and proper use by the Agents of the IT systems and Market Platform associated to their normal operation.

Said User Guides shall be notified to the MINETUR, the CNMC and the Market Agents Committee.

10 DATA PROTECTION

Pursuant to the provisions of the Organic Law 15/1999, on Data Protection, any personal data provided and those that the Agents may provide at any given moment, in observance of the relationship entered into with the Market Operator, 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 the security in the company's commercial relations.

Included among the aforementioned personal data, a security recording shall be made of the 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 the Market Operator to send out commercial communications related to the Market Operator's scope of business, via electronic or other analogous means. The Agent may withdraw its permission by sending a letter to the company's registered address as specified below, or by writing to the following e-mail address: info@mibgas.es. Likewise, the Agent authorises the Market Operator to send the necessary data to the RSL 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, S.A.

11 LIABILITY AND FORCE MAJURE

The Market Operator 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 the Organised Gas Market and of the information and communications systems of third parties used for sharing data with the Market Platform. Neither shall the Market Operator 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 operations.

For the purposes 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 circumstances 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 the declaration of a state of emergency, pursuant to the provision of article 101 of Spain's Law 34/1998.

12 APPLICABLE LEGISLATION AND THE RESOLUTION OF DISPUTES

1. These Market Rules are governed by the law of the Kingdom of Spain.
2. Any disputes which may arise, regarding trading on the market and management of the market guarantees, shall be resolved as established in Article 12.1.b) of Act 3/2013, of 4 June, governing the establishment of the National Markets and Competition Commission.
3. The rulings of the National Markets and Competition Commission shall determine all issues raised, shall conclude administrative action and may be appealed before the contentious-administrative courts.
4. The Markets and Competition Commission shall ensure effective compliance of the rulings handed down by it, by virtue of the terms of this article.
5. Notwithstanding the above, with respect for the powers of the CNMC, any disputes, disagreements, claims and differences that may arise on this matter which should not be a subject of dispute under the terms established in the previous paragraphs, shall be submitted with waiver of any other judge or tribunal that might be competent., either to the arbitration of said

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Commission, according to the provisions of article 5.1.b of Spain's Law 3/2013, of 4 June, on the creation of the National Markets and Competition Commission, or to the arbitration in law that shall be heard in Madrid by three arbitrators, pursuant to the rules of the United Nations Commission on International Trade Law (UNCITRAL) and Spain's Law 60/2003, of 23 December, on Arbitration and, therefore, expressly submitting to the ruling made. The parties are to reach an agreement on the system of arbitration to be applied; in other words, whether to submit to the CNMC or to the three arbitrators pursuant to the rules of UNCITRAL for said process of arbitration. When six months have elapsed without any such agreement being reached, the interested party may freely resort to litigation.

The parties agree to submit whatever differences they may have between them, which for reasons of legal imperative may not be subject to arbitration, to the Courts and Tribunals of the city of Madrid (Spain), with waiver of any other judge or tribunal that might be competent.

13 ADMENDMENTS TO THE MARKET RULES

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

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APPENDIX II: CONTRACT OF ADHESION TO THE RULES ON THE ORGANISED GAS MARKET

On the one hand MIBGAS S.A. (MIBGAS

On the other hand the Agent, being identified as follows:

Agent Details

1. Name or company name:
2. Tax No.:
3. Registered address:
4. Representation: Mr/Ms....., in representation of, by virtue of the powers and authorisations that are expressly declared to be valid, sufficient, valid and not revoked.
5. Status: *(Natural gas retailer, Natural gas transmission and distribution company, Direct market consumer...)*

DECLARE

The abovementioned parties, under the provisions of the Oil and Gas Industry Act (Act 34/1998 of 7 October 1998) and the provisions of the developing regulations, agree to enter into the following Adhesion Contract in accordance with the following

CLAUSES

ONE. Purpose of the contract: Acceptance of and adhesion to the Rules of the Organised Gas Market

The purpose of this contract is the adhesion of the aforementioned Agent to the Rules on the Organised Gas Market.

The Agent declares it is familiar with and freely, irrevocably and unconditionally accepts the Rules on the Organised Gas Market, Approved by the corresponding ruling of the Secretary of State for Energy, as well as all its terms and conditions, and undertakes to fulfil them unreservedly, unrestrictedly and unconditionally.

In particular, and without prejudice to whatsoever obligations that, as appropriate, may correspond to the Agent pursuant to the provisions of applicable legislation, the Agent expressly acknowledges being familiar with and undertaking to fulfil the provisions in matters of the guarantees to be provided by those parties involved in gas trades and, as appropriate, the execution thereof; the characteristics of the purchase and sales orders of the different products traded on the Organised Gas Market; the format and means of

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notifying the purchase and sales orders involving said products; the determination of the method for matching orders and the determination of the price of said Trades, their settlement and payment, as well as the corresponding administrative and tax obligations arising from their participation in the Organised Gas Market.

The agent declares its willingness to submit to all the provisions of current legislation regulating operation of the Organised Market, and any future amendment that may be introduced in the regulation of the Organised Market.

TWO. Confidentiality

The Agent and the Market Operator undertake to uphold the confidentiality of any information of that nature to which they may have had access through their participation in the Organised Gas Market according to the terms and the scope provided for in the corresponding Market Rules.

THREE. Applicable jurisdiction and legislation

This Adhesion Contract shall be governed by the Law of the Kingdom of Spain.

Those disputes that may arise through the application of these Market Rules shall be resolved according to the provisions of article 12.1.b.2 of Spain's Law 3/2013, of 4 June, on the creation of the National Markets and Competition Commission (CNMC).

Notwithstanding the above, with respect for the powers of the CNMC, any disputes, disagreements, claims and differences that may arise on this matter which should not be a subject of dispute under the terms established in the previous paragraphs, shall be submitted, with waiver of any other judge or tribunal that might be competent, either to the arbitration of said Commission, according to the provisions of article 5.1.b of Spain's Law 3/2013, of 4 June, on the creation of the National Markets and Competition Commission, or to the arbitration in law that shall be heard in Madrid by three arbitrators, pursuant to the rules of the United Nations Commission on International Trade Law (UNCITRAL) and Spain's Law 60/2003, of 23 December, on Arbitration and, therefore, expressly submitting to the ruling made. The parties are to reach an agreement on the system of arbitration to be applied; in other words, whether to submit to the CNMC or to the three arbitrators pursuant to the rules of UNCITRAL for said process of arbitration. When 1 month have elapsed without any such agreement being reached, the interested party may freely resort to litigation.

The parties agree to submit whatever differences they may have between them, which for reasons of legal imperative may not be subject to arbitration, to the Courts and Tribunals of the city of Madrid (Spain), with waiver of any other judge or tribunal that might be competent.

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Acceptance by MIBGAS S.A. of the adhesion by the Agent described in the heading hereof to this Contract and to the Rules on the Organised Gas Market.

MIBGAS S. A. (MIBGAS), domiciled at Calle Alfonso, XI, nº 6, 28014 Madrid (Spain), accepts the adhesion formulated by the Agent identified in the header hereof to the Rules on the Organised Gas Market, according to the terms and conditions stated in this Adhesion Contract.

Done in Madrid, [day] of [month], 201....

The Agent

MIBGAS S.A. (MIBGAS)

APPENDIX III: INVOICING, COLLECTION AND PAYMENTS AND GUARANTEES

1 PROCEDURE FOR INVOICING TRADES ON THE ORGANISED GAS MARKET

1.1 Previous considerations

In matters referring to this Market Resolution, the parties with purchase trades who have lost their Agent status in the market for one of the reasons established in the Rule "Withdrawal of a Market Agent" shall be included within the term Agent without loss of generality.

1.2 Agents to be invoiced

Agents are to be invoiced for each one of their Register Accounts and associated Consolidation Account.

For the purposes of this Market Resolution, every Agent shall be considered a vendor Agent for their sales Trades. Likewise, every Agent shall be considered an acquiring Agent for their purchasing Trades.

Every vendor Agent shall appear as the supplier on the invoice for their sales to the RSL, which shall be the recipient. Every acquiring Agent shall be the recipient of the invoice for their purchases for which the RSL shall be the supplier.

Agents may therefore be both the suppliers and recipients of invoices over the same invoicing period.

1.3 Determination of purchase-sales Trades on the Organised Gas Market

The determination of the Trades undertaken on the Organised Gas Market is necessary in order to perform the invoicing process in a due and proper manner.

In each sales Trade undertaken by an Agent, the RSL shall be the acquiring counterparty. In each purchase Trade undertaken by an Agent, the RSL shall be the vendor counterparty.

1.4 Issuing an invoice

The sales Trades undertaken on the Organised Gas Market shall be documented by the RSL in the form of invoices issued by that entity in the name and to the account of the vendor Agent.

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The data for identifying the recipient of the operation shall be those corresponding to the RSL. The data for identifying the supplier of the operation shall be those corresponding to the vendor Agent

The RSL shall issue an invoice for purchase Trades to each acquiring Agent, in which the data for identifying the supplier shall be those corresponding to the RSL and the data for identifying the recipient of the invoice shall be those corresponding to the acquiring Agent.

1.5 Items to be included on the invoice

The invoice shall include, besides the data identifying the seller and purchaser, as specified under the point "Issuing an invoice", the following items:

- Series of invoice for each sales invoice of a vendor Agent and correlative numbering.
- Series of invoice for each sales invoice of the RSL for its sales to an acquiring Agent, with correlative numbering.
- Date of issue.
- Due date. This shall be the payment date if the invoice is issued to an acquiring Agent, or the collection date if the invoice is issued to a vendor Agent, pursuant to the provisions of the point "Collections and payments" in this Market Resolution.
- In the case of an invoice issued to an acquiring Agent, the following parameters are to be provided in the header on the Agent's invoice, referring to the domicile of the economic activity or the fixed establishment to which the energy is delivered, when involving a taxable dealer whose main activity is reselling, as per Directive 2006/112/EC, or the parameters on the establishment located in the territory in which the energy is consumed in the case of other taxable persons: the Agent's registered address, the specific person to whose attention the invoice is issued, tax number (referred to in Spain as *código de identificación fiscal - CIF*), address, postcode, city, province/state, and country.
- In the case of an invoice issued by a vendor Agent, the same parameters are to be included in the header of the invoice as specified for the invoice as purchaser.

The invoice shall include the value of the economic results of the Agent's purchase or sales Trades depending on the invoice involved, referring to products with delivery on the Gas days falling within the invoicing period. The value of the economic results shall be calculated by the Market Operator according to the Rules on the Organised Gas Market. The aggregate values per invoicing period specified on each Agent's invoice, together with all applicable taxes and quotas, shall be calculated on the day after the end of the invoicing period.

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The invoice issued by the vendor Agent shall specify the amount to be collected for the sales Trades on deliveries according to the Rules on the Organised Gas Market. The acquiring Agent's invoice shall specify the amount to be paid for the purchase Trades that have been undertaken according to the Rules on the Organised Gas Market. Likewise, all mandatory quotas and taxes are to be included.

1.6 Applicable quotas and taxes

Value Added Tax (VAT) and Fuel Tax (FT) shall be levied as per the specific regulations governing the delivery of gas, the VAT rate applied to the natural gas delivered through a network located in Community territory or any other pipelines connected to that network, and the consideration of "in bond" for the purpose of the special manufacturing taxes on the network of gas pipelines in Spanish territory.

The tax rate for FT shall be expressed in EUR/MWh.

The Agents shall notify the parameters regarding their establishment, as well as any changes made to them, which shall be used as the basis for determining the tax regime applicable.

1.7 Agent invoicing data

An essential requirement for registering as an Agent shall involve providing the RSL with all the necessary data to enable the latter to invoice the Agent. Any recording or modification of these data is to be requested through the Platform for Registrations and Consultations, which shall be accepted by the RSL if the application is correct.

Any changes made to these data that affect the invoicing shall not have any effect on those dates for which an invoice has already been issued.

1.8 Invoicing period

The invoicing shall be performed on the first Working day in the week for all the Gas days in the preceding week from Monday to Sunday.

1.9 Electronic invoicing

Invoices shall be issued electronically using the RSL's advanced electronic signature based on a recognised certificate created by a secure signature generating device.

Invoices issued electronically may be downloaded via the Platform for Registrations and Consultations, which in turn ensures confidentiality.

An electronic invoice shall be issued in XML format, following the structured format of the Facturae electronic invoice model, version 3.2 or higher, with an electronic signature that complies with the specifications of XML Advanced

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Electronic Signatures (XAdES). In addition, the content of the invoice is to be issued in a readily 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 the RSL.
- The integrity of their content, in other words, they have not been modified.
- The RSL's signature creation certificate has not been revoked.

In order to uphold the obligation to keep the invoice, the RSL's database shall store the electronic invoicing files, which shall be permanently available to the Agent.

1.10 Rectifying invoices

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

1.11 The RSL's tax obligations regarding invoicing

The RSL shall provide a detail in its annual statement of operations with third parties, according to the terms provided for Royal Decree 1065/2007, of 27 July 2007, approving the General Regulation of the actions and procedures of tax management and inspection and of development of the common rules of the procedures of application in tax matters, on the operations undertaken by sellers and purchasers that have been documented as per the provisions of the point "Issuing an invoice", specifying for each seller and for each purchaser the total amount of the operations undertaken during the period covered by the statement, in which purchases shall be the sale of energy attributable to each vendor and sales shall be the purchases of energy attributable to each acquirer.

In addition, the RSL shall proceed to settle for Value Added Tax, the Special Fuel Tax and whatsoever other taxes and quotas applied in the invoices, according to the terms laid down by law, as a taxable entity and taxpayer for those taxes.

1.12 Obligations of the parties regarding invoicing

For the purposes of invoicing, the Agents expressly acknowledge and declare they are fully aware of all their tax obligations regarding the activities for which the RSL is to issue an invoice in their name, in the case of sales, or is to place an invoice at their disposal, in the case of purchases. In particular, and for illustrative purposes only, observance shall be made of the regulations on Value Added Tax and the Special Fuel Tax, without prejudice to any other quotas or

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taxes that may be applicable. Under no circumstances and in no way may the RSL be held responsible by the Agents for any breach of the tax regulations that may be of application to them at any given moment.

The Agents shall provide the RSL with whatsoever information as necessary that is required of them for the proper operation of the invoicing system.

2 SYSTEM OF COLLECTIONS AND PAYMENTS

2.1 Consolidation accounts

The holders of Consolidation Accounts must be Agents. Each Agent may hold a single Consolidation Account.

In addition, Agents are to inform the RSL of the Association to a Consolidation Account as per the provisions of the “Guide on Accessing the Organised Gas Market”, and shall confirm this through the Platform for Registrations and Consultations.

2.2 Collections and Payments

There follows a definition of these parameters:

N: Day of disclosure of the collections and payments to be made. It shall coincide with the invoice’s date of issue.

P: Payment day, it shall coincide with the second day that is a Working day and Banking day after day N. In those weeks that contain, from Monday to Friday, three non-working and non-banking days, the payment day shall be the Working day and Banking day after day N.

C: Collection day, it shall coincide with the Banking day after day P.

The Market Operator may issue an instruction to modify parameters N, P and C.

Unless they are holidays, day N shall fall on a Monday, day P on a Wednesday, and day C on a Thursday.

2.3 Characteristics of credit or debit notes

2.3.1 Disclosure of debit and credit notes

On day N, the RSL shall disclose to each holder of a Consolidation Account, through the Platform for Registrations and Consultations, the credit or debit notes for each Consolidation Account, which shall specify the net amount to be paid or collected.

Non binding unofficial translation

The credit or debit note shall include the following:

1. The invoices of the Agents with that Consolidation Account associated during the invoicing period. Inclusion shall be made of the invoices issued by the RSL in the Agent's name for its sales, and those issued by the RSL to the Agent for its purchases.
2. Those invoices that have been modified due to the resolution of incidents, or for any other reason provided for in the Rules on the Organised Gas Market, such as the fact that the Working day prior to disclosure belongs to the invoicing period.
3. All those corrections that may arise during the normal arrangement of collections and payments, such as penalties, default interest or overpayments, corrections for movements in cash balances that the holders of Consolidation Accounts and of Guarantees may have paid, or any other cash movement that may need to be included in this note.
4. When the holder of a Consolidation Account has defaulted on the payment of a past invoicing period, and that payment has been covered in part by collection rights in future invoicing periods, once that invoicing period has arrived the payment of the collection rights, in the amount as required, shall not be made to the holder of the account, but instead used to pay the holders of the Consolidation Accounts that are creditors in the invoicing period in which the default occurred, raised by the default interest. This circumstance shall be documented in the credit notes of the holders of the Consolidation Accounts affected, regarding both the default debt and the creditors.
5. Any other known cause at the moment of disclosure of the credit or debit note for which the holder of the Consolidation Account or any one of the Agents associated to that Account has a restricted right to the collection of all or part of the collection rights.

The RSL shall disclose to the holders of Consolidation Accounts their debit or credit note, which is to feature, as appropriate, the following:

- Name of the holder of the Consolidation Account.
- Name of the Consolidation Account.
- Due date, which shall be day P if it is a debit, and day C if it is a credit.
- Payment date and deadline.
- The RSL account into which the payment is to be made, as appropriate.
- The account of the holder of the Consolidation Account into which the payment is to be made, as appropriate.

Furthermore, it shall contain a detail of each invoice of each Agent included, specifically:

- Reference to the invoice issued.

Non binding unofficial translation

- Result of that invoice.

Specification is likewise to be made of the total amount to be paid or collected resulting from the sum of all the items included on the note.

2.3.2 New disclosure of credit and debit notes

In certain circumstances, which are specified forthwith, and upon prior notification to the holders of Consolidation Accounts, the RSL shall disclose a second version of the debit or credit note after day N. These circumstances are, amongst others, the following:

- If on the day of payment there is a situation of default that leads to the pro-rata payment of creditors, as provided for in the point “System of non-payments and default interest” in this Market Resolution, new credit notes shall be disclosed for each creditor Consolidation Account, which shall detail the pro-rata payment of the amount outstanding, and new notes shall subsequently be disclosed to consider the balance of the debt plus interest.
- Whenever part of the collection rights recognised in the invoicing period needs to be withheld from a holder of a Consolidation Account for guaranteeing payments obligations of future invoicing periods or other guarantees requirements.
- Whatsoever other cause known at the time of disclosure of the debit or credit note whereby the holder of the Consolidation Account or any one of the Agents associated to that account were to have restricted rights on all or part of the collection rights.

2.4 Account specified by the RSL for collections and payments

The RSL shall specify a cash account in a domestic bank or financial institution for the purposes laid down in this Market Resolution.

This account shall be held by the RSL, which shall use it for ordering the charges and payments in said account for Trades on the Organised Gas Market and the management of the corresponding guarantees.

2.5 Obligations of the holders of Consolidation Accounts with debit positions

The holder of a Consolidation Account with debit positions is to pay in the amount outstanding, including any taxes due at any given moment. The costs incurred by the payments shall be payable by the holder of the Consolidation Account.

Non binding unofficial translation

The deadline for the payment may not extend beyond 10 a.m. on payment date P specified in the point “Collections and Payments”. The payment is to be made into the cash account specified by the RSL.

The Agents accept that all payments made to cover the obligations contracted on the Organised Gas Market are of an irrevocable nature.

A debtor shall only be released from its payment obligation when it has paid the full amount into the RSL’s account.

Those Agents that order Bank transfers are to include in them, for their rapid identification by the bank, the code of the Consolidation Account that appears in the RSL’s database.

2.6 Rights of the holders of Consolidation Accounts with credit positions

The RSL shall issue instructions to the bank or financial institution in which it holds the cash account regarding payments in favour of the holders of Consolidation Accounts with credit positions. The RSL shall issue the payments to the creditors into the account they have previously specified.

The details of the bank account for collections by the Agent holder of the Consolidation Account may only be notified and modified by a request made through the Platform for Registrations and Consultations by a person empowered by the Agent, being accepted by the RSL if the data on the bank account are complete and free of errors. If the Agent so requires, the holder of the account need not be the Agent itself.

The day upon which the credit is to be paid shall be collection day C defined in the point “Collections and Payments” for the Agents holders of Consolidation Accounts with debit positions.

The payment against the aforementioned cash account shall be made by the bank on the same day and with the same value date specified in the preceding paragraph.

Notwithstanding the above, for the purpose of disposing of the collection rights in the calculation of the Initial Operating Limit, it shall be considered that those collection rights are no longer available for their use when the bank is sent the order to pay the creditors.

2.7 System of non-payments and default interests

In the event of non-payment or of delay in payment, the holder of the Consolidation Account with debit positions due and outstanding shall be required to pay a penalty of 2% of the default amount, with a minimum of EUR

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400, for which the RSL shall invoice it. In the event of failure to pay the penalty, the RSL may enforce guarantees or include it in the next debit or credit note.

The amounts due and outstanding shall accrue default interest, to be counted as of the date upon which the amount was due, and no proof has been provided to date that the amount outstanding has in fact been paid, as determined forthwith:

If at 11 a.m. on the date of payment the RSL's bank has not received firm notification of payment with a value date on the day of payment or the previous one, it shall issue a certificate, specifying the holder and the amount outstanding. After receiving this notification, the RSL shall act in accordance with the following procedure:

- If there is no evidence to show that the payment has been ordered, the RSL shall enforce, upon prior notification to the interested party, the guarantee presented, according to the provisions of the point "Criteria for addressing default payments".
- When the payment is being covered with future collection rights, these shall be used to offset the amount due and outstanding.
- When the enforcement of the guarantee permits its immediate collection, or if the payment has been delayed to the date of the collection day, the RSL shall make all the payments foreseen.
- When the enforcement of the guarantee does not permit the immediate collection of the full amount due and outstanding, or the payment has been delayed beyond the date of the collection day, it shall diminish on a pro-rata basis, on the amount outstanding, the collections of the holders of the Consolidation Accounts with credit positions.
- The amount due and outstanding shall accrue default interest, with a minimum of EUR 400, to be charged to the account of the Agent in default. The total amount due and outstanding shall be the term D that is described in the formula presented below.
- In order to settle the amount payable by the default debtor, if it cannot be offset by the enforcement of the guarantees, the RSL shall withhold the collections that the debtor has accredited in future settlements up to the amount required for covering the amount due and outstanding plus the default interest.
- The RSL shall proceed to the corresponding settlement of creditors once the amount due and outstanding has been paid, paying the amount still outstanding plus the corresponding default interest to the creditors. Accordingly, it shall share the amount D on a pro-rata basis among the creditors in that invoicing period.

The amount D due and outstanding shall be calculated according to the following formula:

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$$D = E + \text{Max}[E*i*P/360;400]$$

Where:

D: Amount due and outstanding, including default interest.

E: Amount due and outstanding, excluding default interest.

i: Applicable default interest rate.

P: Period for the settlement of interest, expressed in days.

The applicable default interest rate shall be the result of applying the interbank interest rate according to the average rate published daily by the Bank of Spain for one-day deposits (EONIA) raised by three percentage points.

Irrespective of the above, the debtor in default on the Organised Gas Market shall be liable for all losses and damages caused by the delay in payment.

2.8 Calendar of collections and payments

On a yearly basis, and once the bank holidays have been announced for Spain as a whole and for the Autonomous Community of Madrid, as well as the non-working days for the Bank of Spain, the RSL shall present the Agents with a schedule of dates for payments and collections for the following year, which shall run from 1 January to 31 December, taking into account Working days and Banking days. This calendar shall likewise specify the date for the notification of debits and credits for each invoicing period. The RSL reserves the right to modify these dates, provided it gives prior notice of at least one month, and for a justified reason in all cases.

3 CALCULATION AND MANAGEMENT OF GUARANTEES FOR PARTICIPATION IN THE ORGANISED GAS MARKET

3.1 Arranging guarantees

Agents are to have an associated Consolidation Account as stipulated in the Rules on the Organised Gas Market. This Consolidation Account is to be used to record all the Agent's responsibilities that are to be covered by guarantees as a result of its participation in the Organised Gas Market.

Each Consolidation Account shall be linked to a Guarantees Account, where recording is to be made of the guarantees formalised by the holder of the Consolidation Account.

The guarantee required from each Agent must be sufficient to cover the economic obligations arising from its Trades and the other obligations established in the Rules, at their price, as well as the other items included in the

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point “Applicable quotas and taxes”, and on the same day upon which the corresponding period is settled.

The holder of the associated Consolidation Account shall be answerable for the guarantees required of the Agents associated to that Consolidation Account.

Failure to provide the guarantee by the holder of the Consolidation Account, its non-acceptance by the RSL due to its consideration as insufficient or inadequate, or any failure to maintain or review it, shall impede the Agents associated to that Consolidation Account from participating in the Organised Gas Market.

3.2 Enforcing guarantees

The RSL shall release the guarantee from a Guarantees Account in the Organised Gas Market provided that the holder of the Consolidation Account to which it is linked has fulfilled all the obligations arising from the participation of its associated Agents in the market, without prejudice to the provisions of Rule 6.5.

3.3 Coverage of guarantees

A guarantee requirement is understood to be the sum of each Agent’s responsibilities that are to be covered by guarantees.

The coverage of the guarantee requirements is the responsibility of the holders of the Consolidation Accounts.

The requirement for the holder of a Consolidation Account to furnish guarantees to cover the guarantee requirements precedes acceptance of the registration on the market of the Agents associated to this account. At such time as any of the Agents associated with this account submits an order or makes a Trade, a guarantee requirement shall be produced which shall be registered in the Consolidation Account.

Therefore, the obligations of the holder of the Consolidation Account to present guarantees are arisen at all times by the sum of responsibilities consolidated in the Consolidation Account.

The guarantee to be provided by each holder of a Consolidation Account shall cover, with no limitation whatsoever according to the provisions of the Rules on the Organised Gas Market, the obligations it assumes by virtue of the valid orders accepted and the Trades of the Agents associated to that Consolidation Account.

The guarantee provided must cover any taxes in force and fees that may be due from the Agents, as well as any other outstanding economic obligation to the Spanish gas system notified by the GTS, under the terms established in law, in particular, in Article 29.8 of Royal Decree 984/2015 of 30 October 2015 governing the Organised Gas Market and third-party access to the facilities of the natural gas system.

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The guarantee provided is also to cover any interest and penalties that may be due, in accordance with this Market Resolution, in the event of default.

This guarantee shall not cover those obligations contracted with customers, persons or entities other than the Agents that act in the Organised Gas Market.

3.4 Types of guarantee requirements

The following types of guarantee requirements are to be considered for each Consolidation Account:

- I. An initial guarantee requirement for covering possible default payments and penalties, which shall amount to EUR 20,000 and is to be maintained at all times while the Consolidation Account is open.
- II. A credit guarantee requirement that shall cover the payment obligations due and outstanding plus any taxes and the value of the valid orders accepted. The collection rights accrued and outstanding plus any taxes shall reduce the credit guarantee requirement by that amount.
- III. An additional guarantee requirement associated with the sales orders and sales Trades and with the net sales balance. The amount of said guarantee shall be specified in the Market Resolution that establishes the product specifications.
- IV. A supplementary guarantee requirement that Agents are obliged to present in those cases in which the RSL deems it necessary, either because the risk is higher than the guarantee's coverage, or for other special circumstances that objectively justify the demand for supplementary guarantees.

Accordingly, the RSL may call upon a credit rating agency to assess the risk of the holder of the Consolidation Account for the purpose of objectively justifying the demand for a supplementary guarantee requirement, with the cost being charged to that holder.

3.5 Formalising guarantees

3.5.1 Instruments for formalising guarantees

The formalising of guarantees by the holder of the Guarantees Account is to be made in favour of the RSL through the following instruments:

- a) Cash deposits into the account specified by the RSL for collections and payments, as per the provisions of the point "Account specified by the RSL for collections and payments". There is always to be a minimum amount available equal to the initial guarantee requirement.
- b) Endorsement of a joint and several nature provided by a domestic bank in Spain or the branch in Spain of a non-domestic bank that does not belong to the group of the guaranteed or endorsed party, in favour of the RSL and deposited at the bank, in which the guaranteed or endorsed

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party acknowledges that its payment obligation by virtue of the same is a first demand abstract guarantee, whereby the guarantor or endorser may not adduce any reason whatsoever for not honouring the payment to the RSL and, especially, any one arising from the underlying relationship between the guarantor or endorser and the party guaranteed or endorsed.

Any payment charged to the guarantee enforced is to be made in such a way that the RSL may render it effective at the first demand in Madrid and within the deadline of the Working day following the moment when payment is required of the endorser.

- c) Irrevocable authorisation for the use of a credit line in a domestic bank in Spain or a branch in Spain of a non-domestic bank. The credit lines considered in this section shall be of a dedicated nature, being used solely as coverage lines to guarantee the obligations contracted by virtue of a party's payment obligations in the Organised Gas Market.

Valid models of endorsements and credit lines are available in the "Guide on Accessing the Organised Gas Market".

The RSL shall withhold all or part of a holder's accredited collections in an invoicing period if so required to cover its credit guarantee requirement. These amounts withheld from the holder shall be considered a cash guarantee.

Even when enforcing guarantees, the RSL shall always be in possession of guarantees for any payment obligations incurred and which have yet to be settled. Accordingly, when enforcing guarantees the RSL shall always keep the original copy of the guarantees presented, whose amount may be reduced by the endorser for the part of the guarantees that has been enforced.

The RSL shall reject endorsements or credit lines that do not fulfil any one of the following conditions:

- The endorser bank receives a minimum credit rating – awarded by at least one of the following rating agencies: Standard & Poor's, Moody's or Fitch – equal to that awarded by the same rating agency to the debt of the Kingdom of Spain, in effect at any given moment, reduced by one level.
- The bank's highest credit rating among those awarded by the rating agencies Standard & Poor's, Moody's or Fitch is, at least, "Investment Grade".
- The bank's highest credit rating among those awarded by the rating agencies Standard & Poor's, Moody's or Fitch is one level below that of "Investment Grade", and the entity fulfils the additional conditions involving the presentation of a further cash guarantee of 33% over the total sum of endorsements and credit lines formalised in the RSL account specified for the deposit of guarantees. The following conditions are to be met in this case:

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- Cash deposits are to be rounded up to the higher multiple of EUR 1,000.
- The sum of this additional cash guarantee shall not be remunerated.

Regarding those endorsements and credit lines that fail to meet the above conditions due to a drop in the credit rating, the RSL shall call upon, as appropriate, each one of the holders of that guarantee to replace it with another valid guarantee according to the following criteria:

- Guarantees below the credit rating of the debt of the Kingdom of Spain reduced by two levels or without credit rating: they are to be replaced within 10 working days.
- Guarantees with the credit rating of the debt of the Kingdom of Spain reduced by up to two levels: they are to be replaced within two months.

Notwithstanding the above, the Agents may maintain the guarantees when the guarantor entity is obliged to fulfil the additional conditions for the acceptance of its guarantees and has fulfilled them by the required deadline for the replacement of guarantees.

Those guarantor entities that are required to fulfil the additional conditions for the acceptance of their guarantees and which are to meet those conditions, shall notify the RSL beforehand.

To do so, they are to submit a document to the RSL as per the terms contained in Annex I. Both the initial document and any subsequent modifications are to be signed by the entity's attorney.

Whatsoever modification of a guarantee already presented to the RSL shall be considered a new one for the purposes of applying this rule.

If the endorser entity were to be declared in receivership or bankrupt, or when the administrative license for the performance of its activity has been withdrawn, the party obliged to provide a guarantee is to replace that guarantee by another one, in the same form or in another one of those described in this Market Resolution, within the ten Working days following the date upon which there is a change in the endorser entity's situation.

3.5.2 Validity of guarantees

The holders of Guarantees Accounts are to replace them when their validity is close to expiring.

When the 5th (fifth) Working day arrives prior to the expiry of the guarantee and it has not been replaced by a guarantee with a validity that extends beyond the following five Working days, it shall be considered that there has been a breach in the formalisation of guarantees, and the necessary amount shall be enforced to cover the amounts pending of the holder of the Consolidation Account. The party in breach shall be obliged to pay a penalty of 2% of the amount enforced, with a minimum of EUR 400, which it shall be invoiced by the RSL.

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3.5.3 Presentation, withdrawal or modification of guarantees

For the purpose of complying with the obligations on the arrangement of guarantees before the RSL, the guarantee arranged shall become effective as of its acceptance by the RSL up to the 5th (fifth) Working day prior to the guarantee's expiry date, without prejudice to the fact that the RSL maintains all its rights and powers until said expiry date, and without prejudice to its consideration in the calculation of the Initial Operating Limit as specified in the point "Initial Operating Limit". The acceptance of a guarantee by the RSL shall be understood as formalised when the guarantee is posted on the Platform for Registrations and Consultations.

The holders of Guarantees Accounts shall report the presentation, withdrawal and modification of guarantees according to the following criteria:

1. They shall inform the RSL by email of any new presentations or increases in the value of its guarantees, both for those in cash and those involving a banking document. In this case, the RSL shall proceed to its acceptance no later than the following Working day after receiving the guarantees effectively presented by the holder.
2. They shall request the RSL to proceed to the full or partial reimbursement of their cash guarantees through a letter signed by their attorney. The RSL shall proceed to process the request once it has been confirmed that said guarantee is no longer required, and no later than the following Working day. Otherwise, the request shall be rejected. The reimbursement shall be made into the valid bank account that the holder has registered through the Platform for Registrations and Consultations.
3. They shall request the RSL to reimburse their endorsements by email. The RSL shall proceed to process the request once it has been confirmed that said guarantee is no longer required, and no later than the following Working day. Otherwise, the request shall be rejected.
4. Those holders that wish to request the RSL to reduce their endorsements or lower the authorised amount in credit lines are to notify the RSL beforehand by email. In this case, the RSL shall proceed to reduce the guarantees once it has been confirmed that said guarantee is no longer required, by means of a provisional annotation for the reduction of said guarantee until the guarantee document formalising the reduction has been received. Otherwise, the request shall be rejected.
5. When the RSL receives a reduction of endorsements or a lowering of the authorised amount in credit lines that has not been requested beforehand by email, it shall proceed to return it to the bank if it does not receive a request for the reduction before the next Working day. Once the request has been made, application shall be made of the provisions of the previous point.

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The email address used by the holders of the Guarantees Accounts for these notifications shall be one of those registered in the Market Operator, through the Platform for Registrations and Consultations, for the holder's contact persons.

Cash guarantees are to be deposited in multiples of EUR 1,000.

3.6 System for determining the figure for guarantees

3.6.1 Criteria for determining the figure for the guarantees to be presented

Based on the provisions of the point "Coverage of guarantees", the figure for the guarantees to be presented by each holder of a Guarantees Account at any given moment is to be determined by the RSL in response to its guarantee requirements.

The initial guarantee requirement is to be covered with cash guarantees. In the event that the cash guarantee is enforced, the holder of the Consolidation Account shall have three Working days to replenish the cash guarantee that covers the initial guarantee requirement. If it fails to do so, the RSL shall enforce all the other bank guarantees of the holder of the Consolidation Account to cover the amount pending of that initial guarantee requirement, which shall entail a penalty of EUR 200.

Guarantees to cover the requirement of additional guarantees as established in "Types of guarantee requirements" must be furnished within a period of two Working and Banking days, in the event that the guarantees of the Guarantees Account do not cover said requirement.

3.6.2 Initial Operating Limit

The Market Operator shall inform the RSL of the economic results for each Consolidation Account on a daily basis once the Daily Trading Session has ended.

The value of the Initial Operating Limit (LOI) shall be calculated by the RSL for each Consolidation Account on each Working day once the Daily Trading Session has ended, and once it has received the value of the economic results for each Consolidation Account, and it shall inform the Market Operator.

It shall be calculated as the sum of the following items:

- a) Formalised guarantees available in the RSL for its market operations. By the fifth Working day prior to the guarantee's expiry date, the amount of that guarantee to be taken into account shall be exclusively the amount required to ensure that the value of the Initial Operating Limit is not negative. The remaining amount of the guarantee shall not be considered for the calculation of the LOI on that day or on ensuing days, unless the validity is extended. The amount considered shall be the amount executed according to the point "Validity of guarantees".

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- b) Minus the initial requirement of guarantee
- c) Minus the credit guarantee requirement. It shall be made up of the following items:
 - i. Aggregate economic results per Consolidation Account of payment obligations of products with delivery from the first gas day of the current invoicing period forward, for the part affecting said Gas days, plus its taxes rounded up to the nearest two decimal places.
 - ii. Plus the valuation of the valid orders accepted remaining in the Order Book.
 - iii. Minus the aggregate economic results per Consolidation Account of collection rights for products with delivery from the first gas day of the current invoicing period forward for the part affecting said gas days, plus its taxes rounded down to the nearest two decimal places, with the limitations laid down in the Market Resolution establishing the product specifications.
 - iv. Plus the amount of the outstanding payments per Consolidation Account in debt of the previous invoicing period. For these purposes, all payments shall be considered to have been made once Daily Trading Session of the day of payments has concluded.
 - v. Minus the amount of the outstanding payments per Consolidation Account in credit of the previous invoicing period. For these purposes, the collection rights shall be considered to be available as per the periods laid down in "Rights of holders of Consolidation Accounts in credit"
- d) Minus the additional guarantees required for the net sales balances per product deriving from the Trades, as laid down in the Market Resolution that establishes the product specifications.
- e) Minus the complementary guarantee requirement, where applicable.

As a consequence of the foregoing, an Initial Operating Limit may exist that is applicable to each product.

3.7 Information on guarantees placed at the disposal of Agents

Agents may access the Market Platform at any time to consult the following information:

- Value of the Operating Limit available in their associated Consolidation Account.
- Detail of their own entries that have been recorded in the associated Consolidation Account.

The holders of Consolidation Accounts may access the Platform for Registrations and Consultations at any time to consult the following information:

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- Value of the Operating Limit available in their Consolidation Account.
- Detail of entries aggregated by Agent that have been recorded in their Consolidation Account.
- Detail of the formalised guarantees in the Guarantees Account they hold.

3.8 Management of guarantees

The RSL shall be responsible for managing the guarantees provided, acting in the interests of the Agents both for the purposes of supervising the obligations involved in the arrangement of guarantees and for keeping them updated, and for the ensuing ordinary asset management or, as appropriate, the disposal of the amounts required for settling their guaranteed obligations. The RSL shall keep a register in which it is to include, in separate sections, the rights and obligations related to the aforementioned guarantees.

3.9 Criteria for dealing with non-compliances

Four types of non-compliances are considered:

I. Non-compliance with payment:

If the holder of a Consolidation Account should default, in part or in full, on any one of its payment obligations arising from the Trades undertaken on the Organised Gas Market, the RSL shall enforce, with the utmost diligence and at its earliest possible convenience, the guarantees arranged and, if necessary, it shall dispose of the collection rights accredited by the holder, in order to ensure the party in breach fulfils its obligations, as per the provisions of the point “System of non-payments and default interest”.

II. Non-compliance with the maintenance of valid guarantees

If the holder of the Guarantees Account should fail to fulfil its obligation to renew its guarantees close to their expiry date, the RSL shall enforce, with the utmost diligence and at its earliest possible convenience, the guarantees arranged and, if necessary, it shall dispose of the collection rights accredited by the holder, in order to ensure the party in breach fulfils its obligations, as per the provisions of the point “Validity of guarantees”.

III. Non-compliance with the coverage of the initial guarantee requirement

If the holder of the Guarantees Account should fail to fulfil its obligation to arrange the guarantee in the specified manner for covering the initial guarantee requirement, the RSL shall enforce, with the utmost diligence and at its earliest possible convenience, the guarantees arranged and, if necessary, it shall dispose of the collection rights accredited by the holder, in order to ensure the party in breach fulfils its obligations, as per the provisions of the point “Criteria for determining the figure for the guarantees to be presented”.

Non binding unofficial translation

IV. Non-compliance with the coverage of the sum of guarantees required

If for any reason, the guarantees provided by the holder of the Guarantees Account are less than the guarantees required, within the periods indicated in “Criteria for determining the amount of the guarantees to be furnished” the RSL shall notify the Market Operator immediately of the suspension of the Consolidation Account and the temporary suspension of the status of Agent of any parties associated with this Consolidation Account. Once the holder of the Consolidation Account has sufficiently replaced the guarantees, the RSL shall notify the Market Operator.

The RSL shall submit regular reports on cases of non-compliance and the enforcement of guarantees to the Directorate General for Energy Policy and Mining, the CNMC, the corresponding Technical Manager and the Market Agents Committee.

Non binding unofficial translation

4 CLAIMS

Agents may present claims regarding the processes of invoicing and collections and payments within the three Working days following their disclosure.

Under no circumstances shall the presentation of a claim release an Agent from its payment obligations.

Non binding unofficial translation

**APPENDIX A
DATA ON THE ENTITY**

_____ an entity domiciled at _____, street _____ no. _____, holder of Tax No. _____ and in its name and on its behalf Mr/Ms. _____, holder of ID/Passport No. _____ by virtue of _____, (*Agreement of the Board of Directors, authorisation, powers, or others*), which are specifically stated to be in force, valid and sufficient for subscribing this document

DECLARES

Whereas for the purposes of the due notification provided for in the point “Instruments for Formalising Guarantees” in the Market Resolution “Invoicing, Collections and Payments, and Guarantees”, notification is hereby provided of the following details:

Contact person

Name and surname(s): _____
Address: _____ Postcode: _____ City: _____
Phone: _____ Fax: _____
Email: (*use of a general email address is recommended*) _____

Financial institution for payments

Name of financial institution: _____

Account holder: _____

Address: _____ Postcode: _____

City: _____ Country: _____

Bank SWIFT Code: _____

International Bank Account Number (IBAN):

Done in _____, on [day] of [month], 201__

For the Company

ANEXO IV: PERMITTED LIMITS ON AMOUNT AND PRICE RANGE

1 PERMITTED PRICE RANGE

Pursuant to the Rules “Validation of bids” and “Agent’s reference data”, and with a view to avoiding unwanted errors when an Agent introduces price values in the Trading Platform, a permitted price range shall be established (defined by an upper limit and a lower one) in the posting of bids, whereby if the price introduced by the Agent in the bid (P_i) falls outside the established limits, the bid shall not be immediately accepted, with the Agent being notified twice according to the Rule “Validation of bids”.

These limits, which may differ for each type of product, may be introduced by the Agent through the Platform for Registrations and Consultations, and shall be effective as of the Trading Session on the day after they were introduced and accepted on the Trading Platform.

Accordingly, the following parameters are established:

- The Market Operator shall stipulate the maximum price variation (ΔP_f), which will take the value of 10 pricing units.
- The Agent may set the maximum price increment and decrement (IP_{c_i} and DP_{c_i}) for product i .
- Defined prices (PD) to which the maximum variations stipulated beforehand will be applied.
 - Product whose trading is open in Continuous Market mode: Price of the last Trade made in the Trading Session for that product.
 - Product that has only been traded in an opening Auction: Auction End Price.
 - Product traded in a previous Trading Session: Final price of the available product in the Trading Session.
 - Recently listed product, which has yet to be traded: Final price in the Trading Session of the product of its same type with the nearest delivery period.

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

$$\max[0, \max[(PD_i - \Delta P_f), (PD_i - DP_{c_i})]] < P_i < \min[(PD_i + \Delta P_f), (PD_i + IP_{c_i})]$$

Where:

P_i : Bid price introduced by the Agent for product i

PD_i : Price defined beforehand according to each case for product i

ΔP_f : Maximum price variation stipulated by the Market Operator, which will take the value of 10 pricing units

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DP_{ci}: Maximum price decrement that may be set by the Agent for product i, in whole pricing units

IP_{ci}: Maximum price increment that may be set by the Agent for product i, in whole pricing units.

2 LIMITS ON THE PERMITTED BID AMOUNT

Pursuant to the Rules “Validation of bids” and “Agent’s reference data”, and with a view to avoiding unwanted errors when an Agent introduces amounts in the Trading Platform, a maximum permitted amount shall be established in the posting of bids, whereby if the amount introduced by the Agent in the bid (Q_i) exceeds the established limit, the bid shall not be immediately accepted, with the Agent being notified twice according to the Rule “Validation of bids”.

This limit, which may differ for each type of product, may be introduced by the Agent through the Platform for Registrations and Consultations, and shall be effective as of the Trading Session on the day after they were introduced and accepted on the Trading Platform.

Accordingly, the following parameters are established:

- The Market Operator shall stipulate the maximum amount (Q_f), which will take the value of 20,000 trading units
- The Agent may set the maximum amount (Q_{ci}) for product i

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

$$Q_i < \min(Q_f, Q_{c_i})$$

Where:

Q_i: Amount included in the bid posted by the Agent for product i

Q_f: Maximum amount stipulated by the Market Operator, which will take the value of 20,000 trading units

Q_{ci}: Maximum amount that may be set by the Agent for product i

APPENDIX V: FORM AND PERIODS OF COMMUNICATION OF PRE-NOTIFICATIONS AND NOTIFICATIONS.

1 COMMUNICATIONS DEADLINES

For all products, except for the Intraday Product, information on Pre-notifications and Notifications shall be sent upon conclusion of the Daily Trading Session of the current day. Should there have been no Trading Sessions on the day, no Pre-notifications shall be sent. One single delivery shall be made of Pre-notifications and Notifications, except in the event of error or other incident.

In the case of Intraday Products, the Market Operator shall send the information on the Notifications during the Trading Session and upon conclusion thereof. Notifications corresponding to Trades shall be sent on a regular basis, every hour. Each Notification shall include only such Trades as were not included in the previous one. If there have been no Trades, a blank Notification shall be sent.

2 MINIMUM CONTENT OF THE PRE-NOTIFICATIONS AND NOTIFICATIONS

Each Pre-notification of Trades is to contain the following relevant information:

1. Date of Pre-notification.
2. For each Day of delivery that has been traded in any product during the Trading Sessions on the day in question:
 - a. Energy Identification Code (EIC).
 - b. Date of Delivery.
 - c. Place of Delivery, as specified in the product traded.
 - d. Type of product: Intraday or any one of the other products with delivery on Gas day "D+1" or ensuing.
 - e. Energy allocated, as the absolute value of the sum, with sign, of the energies corresponding to all the Agent's purchase and sales Trades with delivery on that Gas day and which have been traded at any one of the Trading Sessions on the current day in the specified type of product. The energies shall be the product of the amount allocated by the value of the trading unit, in MWh/day.
 - f. Sale, if the sum referred to in the previous point, considering the sales with a positive sign and the purchases with a negative sign, has a positive sign, or Acquisition, if the sum referred to in the previous point has a negative sign.

Non binding unofficial translation

Each Notification of Trades is to contain the following relevant information:

1. Date of Notification.
2. For each Day of delivery that has been traded in any product during the Trading Sessions on the day in question:
 - a. Energy Identification Code (EIC).
 - b. Date of Delivery. D or D+1
 - c. Place of Delivery, as specified in the product traded.
 - d. Type of product: Intraday with delivery on day D or any one of the other products with delivery on day "D+1".
 - e. Energy allocated, as the absolute value of the sum, with sign, of the energies corresponding to all the Agent's purchase and sales Trades with delivery on that Gas day and which have been traded at any one of the Trading Sessions on the current day in the specified type of product. The energies shall be the product of the amount allocated by the value of the trading unit, in MWh/day.
 - f. Sale, if the sum referred to in the previous point, considering the sales with a positive sign and the purchases with a negative sign, has a positive sign, or
Acquisition, if the sum referred to in the previous point has a negative sign.

3 VALIDATIONS

In each submission of Pre-notifications and Notifications, for each day, type of product and place of delivery, the sum of energies sold shall be equal to the sum of energies purchased.

On the Gas day on which the Pre-notification is made, all Agents for which Pre-notifications are sent with a delivery date on a given Gas day have been accredited by the Technical Managers for said day, or correspond to Trades made by the Market Operator on the Agent's behalf following the suspension of its Trading Portfolios, as established in the rule on "Exceptional action of the Market Operator in the event of suspension of Trading Portfolios".

The loss of a party's right to send notifications from the moment of completion of the Trade through to its Notification may not constitute a reason for rejecting that Notification.

4 PROVISIONAL INFORMATION EXCHANGE SYSTEM

Non binding unofficial translation

Until such time as the contents, processes and media for exchange of information between the Market Operator and Technical Manager of the system have been approved, together with the detailed protocols of the System Technical Management Rules with the necessary technical and operating details for receipt of the Notifications associated with the Trades, said exchanges shall be carried out as per the “Protocol of collaboration for the exchange of information between Enagás GTS and MIBGAS”, which must be notified to the Ministry of Industry, Energy and Tourism and to the CNMC, and published by both operators.

APPENDIX VI: PRODUCT SPECIFICATIONS

1. TRADING SESSIONS

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	Status	Comments
00:00	8:30	UPC	Trading has not started yet.
8:30	9:30	AUC	Trading is open in Auction mode. Agents may post orders accordingly, and these will be stored until the time of matching.
9:30	9:50	MAT	The period for receiving orders for the Auction has ended, and they are now being matched.
9:50	17:00	CON	Trading is open in Continuous Market mode. Agents may post orders accordingly, which will be matched immediately according to their conditions, as provided for in the Rules on the Organised Gas Market.
17:00	00:00	FIN	Trading has finished and, therefore, Agents may not post any more orders in that session.

Intraday Trading Session

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

Start	End	Status	Comments
00:00	8:30	UPC	Trading has not started yet.
8:30	9:30	AUC	Trading is open in Auction mode. Agents may post orders accordingly, and these will be stored until the time of matching.
9:30	9:50	MAT	The period for receiving orders for the Auction has ended, and they are now being matched.
9:50	21:00	CON	Trading is open in Continuous Market mode. Agents may post orders accordingly, which will be matched immediately according to their conditions, as provided for in the Rules on the Organised Gas Market.
21:00	00:00	FIN	Trading has finished and, therefore, Agents may not post any more orders in that session.

Non binding unofficial translation

2. DEFINITION OF PRODUCTS

Intraday Product in the Spanish zone

Product specifications

Product code	GWDES ddYYMMDD
Underlying	Natural gas, to be purchased or physically delivered during the delivery period as defined in the Spanish gas system
Place of delivery	Spanish Virtual Balancing Point (PVB-ES)
Delivery period	1 Day of Spanish gas, with this date being identified by the product code ddYYMMDD*
Trading unit	1 MWh/day
Minimum amount to be traded	1 MWh/day
Minimum permitted increment in amount	1 MWh/day
Pricing unit	€/MWh with two decimals
Minimum permitted increment in pricing	0.01 €/MWh
Product volume	1 MWh
Trading days	To coincide with the product delivery date
Trading type	Opening Auction and Continuous Market
Trading Session	Intraday

*The code “GWDES ddYYMMDD” is used to identify the product delivery period. For example: “GWDES Mo150316” refers to the product to be purchased or delivered at the PVB-ES on Monday 16 March 2015.

Trading Sessions at which the product is traded

The product is traded at Intraday Trading Sessions.

Orders submitted for future Trading Session Auctions shall not be admitted for this product.

Valuation of the order

Pursuant to the rule “Validation of orders”, purchase orders shall be valued as the product of the amount tendered by the price of the order, plus any taxes and quotas as applicable.

The resulting figure shall be rounded up to the nearest number with two decimal points.

Sales orders shall be valued at zero.

Non binding unofficial translation

Considerations for calculating the Operating Limit and the Initial Operating Limit

No guarantees shall be required for Sales Trades of the Intraday product.

- **Operating Limit:** In calculating the Operating Limit applicable to the Intraday product in the Spanish zone (“Daily Operating Limit”) during the Trading Session, the collection rights of the Intraday and Daily products in the Spanish zone shall be taken into account without limitations. Of the collection rights of all other products, only the part that serves exclusively to cover payment obligations and valuation of purchase orders of the same product shall be taken into account.
- **Initial Operating Limit:** Calculation of the Initial Operating Limit applicable to the Intraday product in the Spanish zone shall maintain the criterion established in the previous paragraph, except with regard to the amount of the collection rights for the Rest of Month product in the Spanish zone corresponding to the next day of delivery, which may be used without limitations.

Daily Product in the Spanish zone

Product specifications

Product code	GDAES ddYYMMDD
Underlying	Natural gas, to be purchased or physically delivered during the delivery period as defined in the Spanish gas system
Place of delivery	Spanish Virtual Balancing Point (PVB-ES)
Delivery period	1 Day of Spanish gas, with this date being identified by the product code ddYYMMDD*
Trading unit	1 MWh/day
Minimum amount to be traded	1 MWh/day
Minimum permitted increment in amount	1 MWh/day
Pricing unit	€/MWh with two decimals
Minimum permitted increment in pricing	0.01 €/MWh
Product volume	1 MWh
Trading days	Series of days falling between day D-3 and day D-1, where D is the product delivery date**
Trading type	Opening Auction and Continuous Market
Trading Session	Daily

Non binding unofficial translation

*The code “GDAES ddYYMMDD” is used to identify the product delivery period. For example: “GDAES Sa150131” refers to the product to be purchased or delivered at the PVB-ES on Saturday 31 January 2015.

**Trading days may be extended on an exceptional basis up to a maximum of six days. The Market Operator shall issue, with sufficient prior notice, the list of Daily Products affected and their trading days.

Trading Sessions at which the product is traded

The product is traded at Daily Trading Sessions.

Nevertheless, orders may be posted at any time for future Trading Session Auctions of all the products listed on the Trading Platform. These orders will be stored until the opening of the Trading Session Auction to which the orders have been submitted.

Valuation of the order

Pursuant to the rule “Validation of orders”, purchase orders shall be valued as the product of the amount tendered by the price of the order, plus any taxes and quotas as applicable.

The resulting figure shall be rounded up to the nearest number with two decimal points.

Sales orders shall be valued at zero.

Considerations for calculating the Operating Limit and the Initial Operating Limit

No guarantees shall be required for Sales Trades of the Daily product.

- Operating Limit: In calculating the Operating Limit applicable to the Daily product in the Spanish zone (“Daily Operating Limit”) during the Trading Session, the collection rights of the Intraday and Daily products in the Spanish zone shall be taken into account without limitations. Of the collection rights of all other products, only the part that serves exclusively to cover payment obligations and valuation of purchase orders of the same product shall be taken into account.
- Initial Operating Limit: Calculation of the Initial Operating Limit applicable to the Daily product in the Spanish zone shall maintain the criterion established in the previous paragraph, except with regard to the amount of the collection rights for the Rest of Month product in the Spanish zone corresponding to the next day of delivery, which may be used without limitations.

Balance of Month Product in the Spanish zone

Non binding unofficial translation

Product specifications

Product code	GBoMES YYMM-DD
Underlying	Natural gas, to be purchased or physically delivered during the delivery period as defined in the Spanish gas system
Place of delivery	Spanish Virtual Balancing Point (PVB-ES)
Delivery period	Series of days falling between the day after its trading and the last day of the current month, with this month being identified by the product code YYMM*
Trading unit	1 MWh/day
Minimum amount to be traded	1 MWh/day
Minimum permitted increment in amount	1 MWh/day
Pricing unit	€/MWh with two decimals
Minimum permitted increment in pricing	0.01 €/MWh
Product volume	1 MWh/d * Number of product delivery days
Trading days	From Monday to Friday, series of days falling between the first day of the current month and the fifth day before the start of the following month, both inclusive
Trading type	Opening Auction and Continuous Market
Trading Session	Daily

*The code "GBoMES YYMM-DD" is used to identify the product delivery period. For example: "GBoMES 1509 - 05" refers to the product to be acquired or delivered at the PVB-ES over the number of days remaining in the current month, in this case, September 2015. This product shall be traded on the 4th of September 2015.

Trading Sessions at which the product is traded

The product is traded, from Monday to Friday, at Daily Trading Sessions.

Orders submitted for future Trading Session Auctions shall not be admitted for this product.

Valuation of the order

For the purposes of the "Validation of orders" rule, the purchase orders shall be valued as being the result of the amount offered by the price of the order and by the number of days of the delivery period, plus any applicable taxes and fees.

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Sales orders shall have a valuation of 10% of the product of the amount offered by the price of the order and by the number of days of the delivery period, plus any applicable taxes and fees.

In both cases, the resulting value shall be rounded up to the nearest two decimal places.

Considerations in the calculation of the Operating Limit and the Initial Operating Limit

Sale Trades of this product shall accrue a demand for guarantees equivalent to 10% of the collection rights corresponding to this Trade, plus any applicable taxes and fees. The resulting value shall be rounded up to the nearest two decimal places.

- Operating Limit: For calculating the Operating Limit applicable to purchase orders of the Balance of Month product in the Spanish zone during the Trading Session (“Balance of Month Operating Limit”) the following criterion shall be used:
 - The collection rights of the Intraday and Daily Products in the Spanish zone and of the product itself shall be used without limitations.
 - The part of the collection rights of other products exceeding their obligations of payment and the valuations of their purchase orders shall not be taken into account.

The sales orders shall be validated against the Daily Operating Limit.

- Initial Operating Limit: In calculating the Initial Operating Limit applicable to the Balance of Month product in the Spanish zone, the criterion established in the previous paragraph shall be followed.

Once the Spanish zone Month-ahead product has ceased to be traded, the collection rights of said product shall be incorporated into the collection rights of the Balance of Month product in the Spanish zone which is beginning trading.

For the net sales balance of the energy corresponding to Trades of this product, excluding the next day of delivery, an additional guarantee shall be required. This shall be equal to the difference of the following:

- The product of said balance by 110% of the Daily Reference Price of the same product as defined in the Market Resolution: “Calculation of Prices and Volumes traded”. Should said price not exist for that session, the price of the previous session shall be used, and so on.
- The balance of collection rights, following deduction of the payment obligations corresponding to said product. If the balance is negative, the value shall be nil.

If this difference is negative, no additional guarantee shall be required.

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Any applicable taxes and fees will also be included in this calculation.
The resulting value will be rounded up to the nearest two decimal places.

Month-ahead Product in the Spanish zone

Product specifications

Product code	GMAES YYMM
Underlying	Natural gas, to be purchased or physically delivered during the delivery period as defined in the Spanish gas system
Place of delivery	Spanish Virtual Balancing Point (PVB-ES)
Delivery period	Series of days falling in the month ahead, with this month being identified by the product code YYMM*
Trading unit	1 MWh/day
Minimum amount to be traded	1 MWh/day
Minimum permitted increment in amount	1 MWh/day
Pricing unit	€/MWh with two decimals
Minimum permitted increment in pricing	0.01 €/MWh
Product volume	1 MWh/d * Number of product delivery days
Trading days	From Monday to Friday, series of days falling between the first and last day of the previous month, both inclusive
Trading type	Opening Auction and Continuous Market
Trading Session	Daily

*The code “GMAES YYMM” is used to identify the product delivery period. For example: “GMAES 1509” refers to the product to be purchased or delivered at the PVB-ES in September 2015.

Trading Sessions at which the product is traded

The product is traded, from Monday to Friday, at Daily Trading Sessions.

Orders submitted for future Trading Session Auctions shall not be admitted for this product.

Valuation of the order

For the purposes of the “Validation of orders” rule, the purchase orders shall be valued as being the result of the amount offered by the price of the order and

Non binding unofficial translation

by the number of days of the delivery period, plus any applicable taxes and fees.

Sales orders shall have a valuation of 10% of the product of the amount offered by the price of the order and by the number of days of the delivery period, plus any applicable taxes and fees.

In both cases, the resulting value shall be rounded up to the nearest two decimal places.

Considerations in the calculation of the Operating Limit and the Initial Operating Limit

Sale Trades of this product shall accrue a demand for guarantees equivalent to 10% of the collection rights corresponding to this Trade, plus any applicable taxes and fees.

- Operating Limit: For calculating the Operating Limit applicable to purchase orders of the Month-ahead product in the Spanish zone during the Trading Session (“Month-ahead Operating Limit”) the following criterion shall be used:
 - The collection rights of the Spanish zone Intraday and Daily Products and of the product itself shall be used without limitations.
 - The part of the collection rights of other products exceeding their obligations of payment and the valuations of their purchase orders shall not be taken into account.

The sales orders shall be validated against the Daily Operating Limit.

- Initial Operating Limit: In calculating the Initial Operating Limit applicable to the Month-ahead product in the Spanish zone, the criterion established in the previous paragraph shall be followed.

For the net sales balance of the energy corresponding to Trades of this product, an additional guarantee shall be required. This shall be equal to the difference of the following:

- The product of said balance by 110% of the Daily Reference Price of the same product as defined in the Market Resolution: “Calculation of Prices and Volumes traded”. Should said price not exist for that session, the price of the previous session shall be used, and so on.
- The balance of collection rights, following deduction of the payment obligations corresponding to said product. If the balance is negative, the value shall be nil.

If this difference is negative, no additional guarantee shall be required.

Any applicable taxes and fees will also be included in this calculation. The resulting value will be rounded up to the nearest two decimal places.

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3. START OF TRADING

An Instruction shall be issued to notify the start date for the trading of each product.

APPENDIX VII. ORDER TYPES

Simple orders

Simple 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 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 the 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.

Conditional orders

Conditional orders are classified according to the different conditions of execution to which they are subject.

Market Order

Market Order 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 order(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.

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- 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 characteristics:

- 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 product to be acquired or delivered, the reduced part of that amount that is to be shown, as well as the requested price.
- The Order Book only shows the other Agents a reduced part of the overall amount and the requested price.
- 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.
- 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 specified when the Iceberg order was posted.
- 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

Non binding unofficial translation

Book shall at the most be the reduced part specified when making the order, even though the matched amount 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. The visible amount of the Iceberg order in the Order Book shall be the amount that has remained unmatched following the last instantiation.
- They may be kept solely for the Trading Session underway, or their validity may be prolonged to other sessions. When appearing in an opening Auction, in order to extend their validity to other sessions, they shall do so with their full amount pending matching. In the event they do not match fully in the Auction, they shall be included as Iceberg orders for trading in the subsequent Continuous Market, with the unmatched amount being the full amount, and with the reduced amount being that made in the order.
- Besides the validations provided for in the rule “Validation of orders”, a check is to be made to ensure that the reduced part to be seen is equal to or less than the total amount of product tendered.
- The possibility of being withdrawn is allowed whenever the withdrawal of the unmatched part of orders is permitted.

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APPENDIX VIII: CALCULATION OF PRICES AND VOLUMES TRADED. METHOD FOR CALCULATING PRICES AND VOLUMES TRADED

Public data on the trading day

Publication is to be made on each and every trading day of the following information on the Trades arranged during the day; product type, period and place of delivery (e.g., disclosure of the Daily Volume Traded of the Intraday Product with delivery on 15 July 2015 at the Spanish Virtual Balancing Point – PVB-ES in Spanish).

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:

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

Where:

Np: 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.

In the event there has not been a product Trade in the Trading Session, no price will 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”.

In the event there has not been a product Trade at the Auction, no price will be published.

Last Daily Price

This is the price of the last Trade of a product in a Trading Session.

In the event there has not been a product Trade in the Trading Session, no price will be published.

Non binding unofficial translation

Maximum Daily Price

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

In the event there has not been a product Trade in the Trading Session, no price will be published.

Minimum Daily Price

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

In the event there has not been a product Trade in the Trading Session, no price will be published.

Price Difference between Purchases and Sales

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

- i. Between 10 a.m. and 4 p.m. on the day of trading, every 15 minutes, 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, as a percentage, is determined as the difference between the lower sales price and the higher purchase price, divided by the higher purchase price for said product and case, multiplied by 100.
- 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 economic results in the Trades arranged in a Trading Session for a specific product.

Indices and public data on the Gas Day

On each and every trading day, upon conclusion of the Intraday Trading Session, the following data are to be disclosed on all the Trades arranged for products with delivery on that same day.

Non binding unofficial translation

MIBGAS-ES Index

This is the average weighted price of all the Trades arranged for the same Gas day with delivery at the Spanish Virtual Balancing Point (PVB-ES in Spanish) in all the Trading Sessions that have already concluded. The calculation takes into account all the daily and intraday products corresponding to the Gas Day with delivery at the PVB-ES that is being calculated.

It is calculated, for Gas Day d, according to the following formula:

$$MIBGAS - ES Index = \frac{\sum_i^{N_d} (P_i \times Q_i)}{\sum_i^{N_d} Q_i}$$

Where:

N_d : number of Trades arranged for daily and intraday products with delivery at the PVB-ES corresponding to Gas Day d.

P: Trading price

Q: Quantity of product matched in the Trade

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

In the event there has not been a Trade for that same Gas Day and delivery at the PVB-ES, the preceding MIBGAS-ES Index shall be published, and so on successively.

MIBGAS-ES Volume

This is the sum of the volume of product of the Trades of all the products with delivery on the same Gas Day at the PVB-ES.

MIBGAS-ES Amount

This is the sum of the economic results of the Trades of all the products with delivery on the same Gas Day at the PVB-ES.

Reference Price for Operation Gas

This is the weighted average price of all Trades made by the GTS for a given Gas day for the acquisition of Operation Gas.

It is calculated, for a Gas day d, using the following formula:

$$Reference Price for Operation Gas = \frac{\sum_i^{N_d} (P_i \times Q_i)}{\sum_i^{N_d} Q_i}$$

Where:

Non binding unofficial translation

- Nd: number of Trades made by the GTS for acquisition of Operation Gas corresponding to Gas day d
- P: Trading price
- Q: amount of product matched in the Trade

This price will be rounded off to the nearest two decimal places.

If there is no Trade of the product during the Trading Session, no price will be posted.

Other information

Publication shall also be made of any other information as per regulatory requirements.

PUBLICATION OF INFORMATION

The Market Operator shall proceed to the public disclosure on its website of the prices, volumes and amounts traded corresponding to the trading days described under point 2.1 in this Market Resolution, before 30 minutes have elapsed since the end of the corresponding Trading Session.

The Price Indices, volumes and amounts traded referring to a Gas Day shall be published before 30 minutes have elapsed since the end of the Intraday Trading Session on the day in question.

The Daily Auction Price shall be published before 30 minutes have elapsed since the end of the Auction.

APPENDIX IX. RECORDINGS OF TELEPHONE CONVERSATIONS

The Market Operator shall record the telephone conversations that are held between the Market Operator's staff and the Agents, as made from or to the telephone lines located in the Operations Room, through the use of telecommunications equipment of whatsoever nature, to serve as proof of their performance, as well as for the purpose of market supervision carried out by the Market Operator or by the competent authorities.

The recording system shall be started up at the moment that trading starts. The system will cater for the recording of these conversations, as well as their preservation and storage.

These recordings are to be stored on DVD-type digital storage devices or similar. These devices shall subsequently be kept in a proper safe with a security lock.

The appropriate procedure is to be followed for notifying Spain's Data Protection Agency of the existence of these sound archives.

The Market Operator is to keep a constantly updated register of recordings, being responsible for the confidential and reserved nature of the same, maintaining absolute secrecy over their content.

The recordings may only be heard upon a prior and reasoned request made by the Agent affected or by the Market Operator's own staff, which is to be submitted to the Market Operator's Market Supervisor.

In the event the request is accepted:

- If the request has been made by the Market Operator's staff, the recordings are to be heard in the presence of the member of staff making the request and at least two people authorised by the Market Operator.
- If the request has been made by an Agent, the recordings are to be heard in the presence of two people representing the Agent making the request and at least two people authorised by the Market Operator.

Furthermore, a request may be made for a written transcription of the recording, which is to be signed by the people who listened to the recording.

The refusal to attend to any request to hear the recordings is to be based on objective reasons that are to be expressly notified to the applicant party.

The files containing the recordings are to be duly protected by the corresponding passwords. The system is to record all accesses made to said files and identify the password used.

Non binding unofficial translation

The person responsible for maintaining the system may access it solely and exclusively for the purpose of verifying its proper operation, and always in the presence of a person duly authorised by the Market Operator.

The recordings are to be properly identified and logged by the Market Operator for a period of five years as of their date of recording, whereupon they are to be destroyed within the seven days subsequent to that date.

Nevertheless, whenever there is some justified reason related to administrative offences, with a police investigation underway or with legal proceedings in process, the recordings involved may be kept until the matter has been resolved.