

Appendix 1

Terms and Conditions of Registration for the Capacity Buyback Portal of Trading Hub Europe GmbH

(hereinafter referred to as "CBB Registration Terms & Conditions")

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Preamble

In line with the decision of the Federal Network Agency on the recognition of market-based instruments to increase capacity ("ANIKÄ", Ref.: BK7-23-043) of 21.03.2024, the market area manager Trading Hub Europe GmbH (hereinafter referred to as "MAM") manages the capacity buyback system on behalf of the TSOs for the market area in congestion situations. As part of this role, the MAM operates a capacity buyback portal (hereinafter referred to as "CBBP") to handle the relevant processes. To be able to participate in the MAM's capacity buyback scheme and use the CBBP, each market participant (hereinafter referred to as "CBB Provider") has to register with the portal. These CBB Registration Terms & Conditions describe the registration process including the necessary registration documents.

1 General Information on the Terms and Conditions of Registration

- (1) Only registered and authorised CBB Providers may participate in the MAM's capacity buyback tender. Participation is governed by the Capacity Buyback Terms and Conditions published on the MAM's website¹.
- (2) The MAM undertakes to treat all information, documents and evidence furnished as part of the registration process as confidential and to use such information, documents and evidence only for the purposes of the registration. Disclosure to third parties shall be subject to the provisions of section 15 of the Terms of Use for the Bidding Platform.
- (3) Section 7 et seq. of the Terms of Use for the Bidding Platform shall generally apply to all capacity buyback transactions. In the event of any contradictions, in particular with regard to the registration process, which is set out in more detail herein, these more specific CBB Registration Terms & Conditions shall prevail.

2 General Information on the Registration Process

- (1) Each CBB Provider may register for the capacity buyback scheme and submit an application for admission. To this end, the CBB Provider has to apply for the market role of Shipper ("Transportkunde") on the homepage of the Customer Portal². To do so, the applicant has to click on "Admission" ("Zulassung beantragen") and then select the market role "Shipper" (hereinafter referred to as "Application for Admission"). This process must be completed regardless of whether the CBB Provider has already been admitted as a balancing group manager in the market area.
- (2) Following the Application for Admission, the CBB Provider must submit all documents and evidence required for registration according to section 3 to the MAM.
- (3) CBB Providers are not permitted to register as a consortium.
- (4) The Application for Admission is legally binding. By submitting an application for registration, the CBB Provider agrees to these CBB Registration Terms & Conditions
- (5) The CBB Provider shall bear the costs of preparing and submitting the documents required for registration, including but not limited to any translation costs.

¹ www.tradinghub.eu

² <https://kundenportal.tradinghub.eu/>

- (6) Documents submitted will not be returned after completion of the registration process and will be destroyed if they are no longer required. Documents, forms etc. provided by the MAM remain the MAM's property
- (7) The CBB Provider shall be responsible for providing, maintaining and monitoring a correct and valid e-mail address for the receipt of e-mails at all times.

3 Registration Requirements

- (1) After the Application for Admission has been completed in accordance with section 2 (1) hereinabove, the CBB Provider shall truthfully provide the master data requested in the registration mask, which will appear on screen. The CBB Provider is obliged to ensure that the contact details of the Contact person Capacity buyback ("Ansprechpartner Kapazitätsrückkauf") to be entered on screen are complete and that the named contact person can be reached all times (24/7) via the e-mail address provided in the event that a capacity buyback bid is accepted by the MAM.
- (2) In order to be activated as a CBB Provider for the CBBP, the CBB Provider shall complete and sign the "Admission Form for the shipper to the Capacity Buyback Portal " ("Zulassungsformular als KR-Anbieter zum Kapazitätsrückkaufportal") (hereinafter "Admission Form") provided by the MAM as part of the registration process and send it to the MAM.
- (3) If the application is submitted by a natural person, the Admission Form shall be signed by said person in their own hand. If the application is submitted by a legal entity, the application shall be signed by a person with sole power of representation or by several persons with joint power of attorney, and proof of power of attorney shall be provided.
- (4) In addition, CBB Providers who have not also been admitted as balancing group managers shall submit the following documents:
 - (a) an extract from the commercial register, which shall not be older than three months;
 - (b) a certified copy of the identity cards of all members of the management and of the user; it must be ensured that the identity card number has been rendered unrecognisable before the certified copy of the identity card is submitted, otherwise it will be rejected.
- (5) Any further users wishing to register shall proceed in accordance with section 2 (1) sentence 2 hereinabove and subsequently select the button "I would like to apply for a user account for a market partner already admitted in the market area of THE" ("Ich beantrage einen Nutzerzugang für einen bereits zugelassenen Marktpartner im Marktgebiet der THE"). Once the user has entered their data in the subsequent registration mask, they will receive the "Admission Form for the user to the Capacity Buyback Portal" by e-mail. This form shall be truthfully completed, signed and returned to the MAM by an authorised person, together with a certified copy of the user's identity card.
- (6) All documents shall be submitted as originals or as certified copies. Copies that have not been certified will not be accepted by the MAM. The forms provided by the MAM must be used and completed in an indelible manner. Changes and/or additions to the forms of any kind are not permitted and will lead to the applicant's exclusion from the registration process.
- (7) Documents to be submitted by the CBB Provider may be sent in advance by e-mail or fax, provided that the original documents are submitted to the MAM within a period of seven (7) working days after receipt of the e-mail or fax. In this case, the date of receipt of the e-mail or fax shall be deemed to

be the date of submission of the application. If the original documents are not received by the MAM within a period of seven (7) working days after receipt of the e-mail or fax, the application will be considered incomplete and a CBB Provider already admitted to the CBBP on the basis of documents sent in advance by e-mail or fax will have their admission withdrawn. In all other respects, the electronic submission of application documents (by e-mail, etc.) shall be excluded.

- (8) Documentary evidence and/or other documents not made out in German or English shall be accompanied by a translation into German or English prepared by a sworn translator. Foreign documentary evidence shall be at least equivalent in quality to the required German documentary evidence. The CBB Provider shall bear the risk of any translation errors.
- (9) The CBB Provider agrees to the MAM seeking confirmation of the CBB Provider's registration as a shipper from the relevant TSO.
- (10) The CBB Provider shall be responsible for the accuracy and completeness of its information, documents and evidence. Where necessary e.g. to ensure secure network operation, the MAM reserves the right to request further evidence from the CBB Provider.

4 Examination of the Registration Documents

- (1) The examination of the registration documents will start when the CBB Provider has submitted all evidence and documents to the MAM in full, in the correct form and in accordance with these CBB Registration Terms & Conditions.
- (2) The registration application will be deemed complete if all evidence and documents required under section 3 have been submitted in the form provided for in these CBB Registration Terms & Conditions. Applications that are incomplete, not in the correct form or do not comply with these CBB Registration Terms & Conditions will not be processed. All evidence and documents submitted by the CBB Provider will be examined by the MAM within a period of 15 working days from the date of submission of the complete application, subject to any further enquiries. The CBB Provider is not entitled to participate in the examination of the documents.
- (3) The examination of the CBB Provider's registration documents by the MAM will exclusively be based on the documents and evidence submitted by the CBB Provider, unless other circumstances and/or information known to the MAM cast doubt on the accuracy of the documents and/or details provided by the CBB Provider.
- (4) Following completion of the examination of the submitted documents and evidence, the CBB Provider will be notified of the decision on the registration application by e-mail.
- (5) The successfully registered CBB Provider will receive access data from the MAM for the CBBP. In addition, the CBB Provider will also receive access to the Customer Portal, which it can use exclusively for maintaining its capacity buyback master data. Sections 7 et seq. of the Terms and Conditions of Portal Use shall apply.

5 Change of Essential Data for Registration

- (1) Upon registration, the CBB Provider undertakes to inform the MAM in writing, without undue delay and without being expressly requested to do so, of any material changes to the information and documents submitted as part of the application (hereinafter referred to as "Change Notification").
- (2) Following receipt of a Change Notification, the MAM shall examine within 15 working days whether the CBB Provider continues to meet the registration requirements pursuant to section 3 hereinabove. For the duration of said examination period, the MAM shall be entitled to temporarily ban the CBB Provider from using the CBBP.
- (3) If the MAM concludes that the CBB Provider no longer meets the registration requirements due to a change in relevant circumstances, the CBB Provider's admission to the CBBP will be withdrawn. If the CBB Provider continues to meet the registration requirements, its admission to the CBBP will continue in force or will be reactivated if the CBB Provider was banned in accordance with paragraph (2) hereinabove. In both cases, the CBB Provider will be informed of the result of the examination in writing or by e-mail.

6 Validity of Registration, Termination of Portal Use and Withdrawal of Admission as CBB Provider

- (1) Without prejudice to the provision of sections 5, 6 and 7 of these Terms & Conditions of Registration, the registration shall be valid for an indefinite period of time. The CBB Provider may terminate the Portal Use Agreement at any time with three (3) months' notice. The CBB Provider will have its admission and access to the CBBP withdrawn when the termination becomes effective.
- (2) The MAM shall be entitled at any time to ban CBB Provider from accessing the CBBP and to immediately withdraw the CBB Provider's admission for good cause. Good cause shall be deemed to include, without limitation, the following cases (individually or collectively):
 - (a) The CBB Provider no longer fulfils the registration requirements, which shall be deemed to be the case in particular if the CBB Provider loses its certification as a balancing group manager or shipper.
 - (b) The CBB Provider has submitted falsified or incorrect documents and/or information during registration.
 - (c) The CBB Provider has repeatedly or seriously breached the terms and conditions of the capacity buyback scheme
 - (d) The CBB Provider has filed for insolvency proceedings, or insolvency proceedings have been opened over the CBB Provider's assets and the insolvency administrator does not contemplate continuation of the business within the meaning of section 103 of the Insolvency Statute (InsO) despite being requested to do so, or similar proceedings have been applied for or opened over the CBB Provider's assets.
- (3) Notice of termination shall be given in writing or by fax. The MAM will inform the CBB Provider of the withdrawal of its status as a CBB Provider by e-mail.
- (4) Termination shall be without prejudice to the capacity buyback contracts concluded between the MAM and the CBB Provider in accordance with the capacity buyback terms and conditions.

7 Adjustment of the CBB Registration Terms & Conditions

- (1) The MAM reserves the right to amend these CBB Registration Terms & Conditions at any time on the basis of reasonable, non-discriminatory and transparent considerations. In this case, the MAM may require registered CBB Providers to re-register in accordance with the amended CBB Registration Terms & Conditions.
- (2) If the MAM does not require full re-registration by the CBB Provider, it will notify the CBB Provider in writing or by e-mail of the amended CBB Registration Terms & Conditions asking the CBB Provider to consent to the amended Terms & Conditions of Registration within two (2) weeks.
- (3) If the MAM requires re-registration by the CBB Provider in accordance with paragraph (1), sentence 2 hereinabove, or if the CBB Provider fails to give its consent to the amended CBB Registration Terms & Conditions in accordance with paragraph (2) hereinabove within the two-week period, the MAM shall be entitled to withdraw the CBB Provider's admission. In this case, any and all capacity buyback contracts already concluded shall be governed by the CBB Registration Terms & Conditions applicable at the time said contracts were entered into.