Implicit Allocation

General provisions

Terms defined in the *Conditions* shall have the same meaning when used herein. This Exhibit I shall form part of the *Conditions* as amended from time to time and where it modifies provisions in or conflicts with the *Conditions,* the *Conditions* shall govern and take precedent. The *Conditions* are published on the *Web Site* and on *PRISMA.*

For the purposes of this Exhibit I, except where it expressly provides otherwise, the following expressions shall have the meanings ascribed to them hereunder and shall include the plural as well as the singular.

"**BBL Company IA Guidance Document**"

shall mean the BBLC Implicit Allocation Guidance Document published by *BBL Company* on the *Web Site* as may be amended from time to time.

"Gas Transaction"

shall mean the *Gas* trade between *Shipper* and a seller or buyer of a *Gas* product, who is also a client of the *Implicit Allocation Partner*

"Implicit Allocation"

shall mean a capacity allocation method where, possibly by means of an auction, both *Transmission Capacity IA* and a corresponding quantity of *Gas* are allocated at the same time

"Implicit Allocation Partner(s)" (IAP)

shall mean the broker(s) of *Gas* and *Transmission Capacity IA* products who is designated by *BBL Company* to implicitly allocate *Transmission Capacity IA* through the *Implicit Allocation Platform* after such capacity has been made available for sale through *Implicit Allocation* by *BBL Company*.

"Implicit Allocation Platform" (IAPM)

shall mean the electronic platform which is designated by the *Implicit Allocation Partner* or directly or indirectly by *BBL Company* to ensure that offered *Transmission Capacity IA,* to be sold through the *Implicit Allocation Partner,* is displayed in a clear and transparent manner.

"Implicit Allocation Transaction"

shall mean the transaction of the *Transmission Capacity IA* product regarding a *Matched Product* for the benefit of *Implicit Allocation.*

"Matched Product"

shall mean *Transmission Capacity IA* together with a corresponding quantity of *Gas*, for a corresponding period of time.

"Transmission Capacity IA"

shall mean the maximum possible Hourly flow rate of *Gas* under the *Transmission Capacity IA Contract*, expressed in *Firm* capacity in kWh per Hour.

"Transmission Capacity IA Contract"

shall mean the contract between *Shipper* and *BBL Company* containing the rights and obligations of *Shipper* and *BBL Company*, as specified in the confirmation of the contracted booking of *Transmission Capacity IA,* which comes into force at the moment that *Shipper* receives the written confirmation by *BBL Company*.

1. Applicable terms and conditions

1.1 This Exhibit, together with the *BBL Company IA Guidance Document* which can be found on the *BBL Company Web Site,* sets out the rules that apply to *Implicit Allocation.*

1.2 *Shippers* who wish to buy *Transmission Capacity IA* products through *Implicit Allocation* must:

a) Accept the *BBL Company* General Terms & Conditions

b) Conclude a contractual agreement with the *Implicit Allocation Partner*

c) Obtain access to the *Implicit Allocation Platform*.

1.3 The rules as mentioned in clause 1.1. above are separate and independent from the terms and conditions published or provided by the *Implicit Allocation Partner* governing the services of the *Implicit Allocation Partner* rendered to a *Shipper* and the use of the *Implicit Allocation Platform* by a *Shipper,* which may be amended from time to time.

2 Role of the Implicit Allocation Partner(s)

2.1 Appointment

2.1.1 *BBL Company* has appointed the *Implicit Allocation Partner(s)* to:

(a) Advertise *Transmission Capacity IA* of which *BBL Company* has determined that it will be made available by *Implicit Allocation* on *the Implicit Allocation Platform*;

(b) Publish information in relation to such offered *Transmission Capacity IA*;

(c) Receive applications for *Implicit Allocation* from *Shippers* for such offered *Transmission Capacity IA*;

(d) Allocate such offered *Transmission Capacity IA* to *Shippers* that have submitted successful applications for *Implicit Allocation*; and

(e) Notify *Shippers* whether they have submitted a successful or unsuccessful application for *Implicit Allocation*.

2.1.2 An entity or entities appointed as an *Implicit Allocation Partner* will be notified by *BBL Company* at the *Web Site* and references to an *Implicit Allocation Partner* are to their respective successors or transferees or such other persons as may be designated by *BBL Company* from time to time as well.

2.1.3 A platform or platforms selected from time to time as an *Implicit Allocation Platform* will be notified by *BBL Company* at the *Web Site.*

2.2 Publication of Implicit Allocation information

2.2.1 *BBL Company* shall provide the *Implicit Allocation Partner* directly or via the *Implicit Allocation Platform* with up-to-date information, via a specific capacity file, that the *Implicit Allocation Partner* or the *Implicit Allocation Platform* shall publish in relation to the offered *Transmission Capacity IA* by *Implicit Allocation*:

(a) The amount of *Transmission Capacity IA* that *BBL Company* has made available;

(b) The *Transmission Capacity IA* products offered of the type(s) as may be specified from time to time in the *BBL Company IA Guidance Document*;

(c) The *Exit Point* or *the Entry Point Reverse Flow*;

(d) The *Implicit Allocation* tariff for such offered *Transmission Capacity IA* under *Implicit Allocation*;

(e) The *Transmission Capacity IA* period for which the *Transmission Capacity IA* products are offered; and

(f) Such other information as *BBL Company* may determine as reasonably necessary to provide.

2.3 No agent

2.3.1 *BBL Company* does not act as agent of the *Implicit Allocation Partner(s)*.

2.3.2 The *Implicit Allocation Partner(s)* does/(do) not act as agent(s) of *BBL Company*.

2.4 Applications

2.4.1 A *Shipper* shall accept the following in its application for *Implicit Allocation* submitted via the *Implicit Allocation Platform* for offered *Transmission Capacity IA* by *Implicit Allocation*;

(a) The *Exit Point* or the *Entry Point Reverse Flow* and the amount of offered *Transmission Capacity IA* applied for;

(b) Such other information as the *Implicit Allocation Partner* requires, and

(c) The *Implicit Allocation* tariff for the amount of requested under (a) above.

2.5 Allocation

2.5.1 The *Implicit Allocation Partner(s)* shall facilitate the allocation of an amount of available *Transmission Capacity IA*. *BBL Company* shall be responsible for the contractual execution of *Transmission Capacity IA* at the *Exit Point* or *the Entry Point Reverse Flow* to a participating *Shipper* that has submitted a successful application for *Implicit Allocation*. Thus creating the *Transmission IA Contract*.

2.5.2 The *Implicit Allocation Partner(s)* shall only allocate a *Matched Product*.

2.5.3 *BBL Company* shall have no visibility of the corresponding *Gas Transaction* and such transaction shall be subject to the terms and conditions of a separate contract between *Shipper* and the other client of the *Implicit Allocation Partner(s)*. The rights and obligations following from the contract relating to the *Gas Transaction* such as cancellation, termination, breach of the contract, or eventual *Force Majeure* shall in no way affect the *Implicit Allocation Transaction* for offered *Transmission Capacity* purchased through *Implicit Allocation*.

2.5.4 Such allocation by the *Implicit Allocation Partner* under paragraph 2.5.1 of this Exhibit shall result in an *Implicit Allocation Transaction* between *BBL Company* and the *Shipper*.

2.6 Notification

2.6.1 The *Implicit Allocation Partner* shall be responsible for notifying a participating *Shipper* and *BBL Company* of any allocation to a participating *Shipper* made under paragraph 2.5.1 of this Exhibit and of the *Implicit Allocation* tariff to be paid by the *Shipper*.

2.7 Payment

2.7.1 Each *Shipper* to whom *Transmission Capacity IA* is allocated shall pay *BBL Company* a fee, in accordance with Article 11 of the *Conditions*.

2.8 Relationship between BBL Shipper and Implicit Allocation Partner

2.8.1 It is the responsibility of the *Shipper* to accede to the terms and conditions published or provided by the *Implicit Allocation Partner* and to take all actions that are required to have access to the *Implicit Allocation Platform* in order to purchase offered *Transmission Capacity IA* through *Implicit Allocation*.

2.8.2 The relationship between the *Implicit Allocation Partner* and each *Shipper* is governed by the terms and conditions published or provided by the *Implicit Allocation Partner*.

2.8.3 The terms and conditions published or provided by the *Implicit Allocation Partner* govern the legal relationship, all (legal) actions and all communications between the *Shipper* and the *Implicit Allocation Partner*, including any error, mistake or any dispute arising in relation to the *Implicit Allocation Platform* or any *Implicit Allocation* by the *Implicit Allocation Partner*.

2.8.4 Execution of the *Conditions* does not give a *Shipper* the right to access the *Implicit Allocation Platform* or to participate in *Implicit Allocation* through the *Implicit Allocation Partner*.

2.8.5 Without prejudice to Article 9 of the *Conditions, BBL Company* is not liable for:

(a) Any error, action, failure to act, omission, activity or process undertaken by the *Implicit Allocation Partner*;

(b) Any cancellation, unavailability, delay or re-run of *Implicit Allocation* by the *Implicit Allocation Partner*;

(c) Any delay in or any errors in information provided by the *Implicit Allocation Partner*;

(d) Any unauthorized disclosure by the *Implicit Allocation Partner* of information *BBL Company* provides to the *Implicit Allocation Partner*.

2.9 Eligibility of Shippers

2.9.1 *Shipper* is only permitted to make an application for offered *Transmission Capacity IA* where;

(a) *BBL Company* has communicated to the *Implicit Allocation Partner* that such *Shipper* is approved and *BBL Company* has not withdrawn such approval; and

(b) Such *Shipper* is registered with the *Implicit Allocation Partner* under the terms and conditions published or provided by the *Implicit Allocation Partner*.

2.10 Market Conduct

2.10.1 The *Shipper* shall not submit an order or a series of orders for *Matched Products* that would constitute or that may be interpreted as constituting market manipulation, attempted market manipulation of market abuse for the purpose of Regulation (EU) 1227/2011 on wholesale energy market integrity and transparency.