



Austrian Strategic Gas Storage Management GmbH

ASGM GTC SGR ANNEX 7:

Bidding Platform Terms of Use

Version: Final 13.7.2022 (SGR tender no. 2)

Terms and definitions:

ASGM means ASGM Austrian Strategic Gas Storage Management GmbH.

CEGH means Central European Gas Hub AG. CEGH is the Service Provider of the Platform and operates and maintains the Website; CEGH shall be the primary point of contact for Users in all technical aspects. CEGH shall, however, not be considered as an intermediary, proxy or representative of either of the parties of a transaction.

Interested Party shall mean any company interested in submitting a bid in the tender process for the procurement of a strategic gas reserve as further defined in the ASGM General Terms and Conditions for the Procurement of a Strategic Gas Reserve (GTC SGR).

Platform means a Web-based platform managed by ASGM and hosted by CEGH for a tender process for the procurement of a strategic gas reserve under the following web address: <https://www.gashub.at/asgmgasreserve/>.

Website means the website maintained by CEGH on which the Platform is hosted.

User shall be any individual (employee of an Interested Party) who registers on the Platform for participation in the tender for a strategic gas reserve.

1. Bids for the tender for a strategic gas reserve must be submitted on the Platform. Any use / access of the Platform is governed by and subject to the present Terms of Use.
2. In order to represent the Interested Party during the tender procedure, the Interested Party shall authorize its User(s) to act on the Platform on its behalf by means of a duly signed Power of Attorney (Vollmachtserklärung) as defined in Annex 4 to the GTC SGR and to provide declarations or binding bids accordingly. The signatories of the declaration shall be legally authorized to represent the Interested Party. This has to be evidenced by a Company Register Excerpt or by other suitable document (Legal Opinion etc.), as accepted by ASGM. Such Power of Attorney shall be uploaded to the Platform. In addition, a proof of User's identification must be provided on the Platform, e.g. a copy of a passport.
3. Notwithstanding the above, all declarations / actions performed on or via the Platform are legally binding for the Interested Party. This applies also if any declarations / actions are submitted or entered by a not duly authorized person (manager / officer, staff member) of the Interested Party.
4. User shall ensure that they keep their Login Data confidential. ASGM may rely that any actions performed for a User or with the account of an Interested Party have been properly authorized by such Interested Party.
5. Prior to the use of the Platform, User must agree to the GTC SGR including these Terms of Use by duly signing Annex 5 to the GTC SGR (GTC Acceptance Declaration Form). Such consent is a requirement for the participation in the tender process and the usage of the Platform. User shall follow any Platform instructions and provide any required information.

6. User herewith consents to ASGM collecting, processing and using the personal data provided in the course of the usage, registration and operation of the Platform. ASGM will keep any personal data provided confidential and will not transmit the data to any third parties except for CEGH as Service Provider or unless required by law or competent authority. ASGM will use User's personal data only in connection with the tender process for strategic gas reserve and the fulfillment of a possible later contractual relationship in accordance with the GTC SGR. The consent to use of the personal data may be revoked at any time. Such revocation, may, however, result in the inability to use certain parts/functionalities of the Platform, in particular in the inability to submit a bid.
7. ASGM or Service Provider retain the right to contact the Interested Party at any stage of the proceeding for information or verification purposes.
8. The Interested Party shall provide any information to ASGM that is required for the participation in the tender procedure.
9. The Interested Party is responsible for the correctness and completeness of the uploaded information.
10. ASGM and CEGH intend to have the Platform available without interruption during the tender process. However, neither ASGM nor CEGH warrant and/or undertake any liability for the uninterrupted availability, flawless operation and/or certain functionalities of the Platform or data transfer/receipt to/from the Platform/Website.
11. The Interested Party shall receive from the Platform an automated e-mail that contains all data with regard to the participation and bid of the Interested Party. Only data contained in the e-mail will be subject to the tender procedure.
12. In case of any malfunction of the IT based services used for the tender procedure, ASGM retains the right to use direct interaction and may instruct the Interested Party about any remedies to be applied and/or process changes. For this purpose, the Interested Party shall provide contact information and quote of the Product / Bid ID. Interested parties / bidders shall fully comply with any such instructions to remain eligible for process and award.