

**General Terms and Conditions for Use of the PRISMA Capacity Platform for
Storage Users concerning SSO Services
("GTCs for Storage Users")**

as of 01 January 2017

A. GENERAL PROVISIONS

Article 1 Definitions

Unless the context requires otherwise, the capitalised words, expressions and abbreviations used in these GTCs for Storage Users which are not defined in Regulation EC No 715/2009, Directive 2009/73/EC and/or CAM NC will have the meaning given to them in the Glossary.

Article 2 Scope of application

1. These GTCs for Storage Users shall govern the conditions for the use of the PRISMA Capacity Platform by Storage Users and their Users.
2. Any conflicting, deviating and/or supplementary provision provided by the Storage User with regard to the scope of these GTCs for Storage Users, including but not limited to the Storage User's special or general contractual terms and conditions, are hereby expressly rejected.

Article 3 SSO capacities at PRISMA Capacity Platform

1. At www.prisma-capacity.eu, PRISMA provides inter alia SSO Services on the internet platform PRISMA Capacity Platform.
2. Concerning the SSO Services, PRISMA Capacity Platform itself serves as a platform for the publication of product offers of SSOs and the collection of corresponding bids of respective Storage Users. Allocation, fulfilment and processing of the Storage Contracts between SSOs and Storage Users take place outside the PRISMA Capacity Platform. Therefore, PRISMA is acting as a messenger and does not make any contractual declarations regarding the contractual relationship between the SSO and the Storage Users. PRISMA itself does not offer any products, capacity rights and does not become a party to any Storage Contract and is not responsible for the offering and arrangement of the corresponding capacity products.

3. Storage Users and Users are not allowed to execute through PRISMA any transaction in Financial Instruments. If nevertheless PRISMA finds that a Storage User and/or its User(s) try to execute a transaction in Financial Instruments, the respective transaction shall be rejected and the Storage User and its User(s) may be deactivated from the functionalities on the PRISMA Capacity Platform pursuant to Art. 16 and 17.

Article 4 Use of the PRISMA Capacity Platform

1. A successful registration of the Storage User and its User(s) on the PRISMA Capacity Platform and approval of the Storage User and its User(s) via the PRISMA Capacity Platform by the SSO are requirements for the use of the PRISMA Capacity Platform.
2. Registration on the PRISMA Capacity Platform and approval by SSO are subject to the provisions in Art. 5 and Art. 6.
3. By successful registration, a Platform Usage Contract is established between the Storage User and PRISMA. Storage User and Users shall use the PRISMA Capacity Platform in compliance with the relevant laws and the provisions of these GTCs for Storage Users.
4. The Storage User is authorised to have several active Users on the PRISMA Capacity Platform. If the SSO demands it, proof of power of representation for the Users must be provided. The Storage User ensures that its Users comply with all rights and obligations pursuant to the Platform Usage Contract.
5. The use of the PRISMA Capacity Platform with regard to functionalities for SSO Services is free of charge for the Storage User. Within the scope of the Applicable Regulations, PRISMA is entitled to introduce fees and charges for the use of PRISMA Capacity Platform according to Art. 23, subject to the approval of national regulatory authorities if so required by Applicable Regulations. Additional Services are not free of charge and are subject to a separate agreement between PRISMA and the Storage User.

Article 5 Registration on the PRISMA Capacity Platform

1. For the successful registration of the Storage User and its first User, the following information needs to be provided to PRISMA:
 - a. EIC of the Storage User;
 - b. The company name and address, meaning: street and number, postcode, city, and country of the Storage User;
 - c. User information: title, salutation, last name, first name, telephone number, e-mail address;

- d. Other Storage User information: billing address, IBAN, BIC, legal representatives, contact details for dispatching and central communication and VAT number;
 - e. Additional identification code if requested by SSO;
 - f. Additional information as requested by the PRISMA Capacity Platform in line with Applicable Regulations and the respective SSO GTCs.
2. If more Users of the same Storage User wish to register on the PRISMA Capacity Platform, each additional User is required to provide the information described under Art. 5 para. 1. lit. c.
3. The Storage User accepts (i) the GTCs for Storage Users as integral part of the Platform Usage Contract and (ii) the privacy policy of the PRISMA website, by ticking the corresponding box at www.prisma-capacity.eu.
4. Each Storage User may register for one or more SSO(s). PRISMA shall without undue delay forward the information provided by the Storage User to the selected SSO(s) for confirmation. Upon receipt of at least one SSO's confirmation by PRISMA, the Storage User shall be successfully registered.
5. Upon successful registration of the Storage User and its first User, the Storage User receives an e-mail from PRISMA containing the User's PIN and username.
Upon successful registration of any additional Users, the Storage User's registration information shall be updated accordingly. Each additional User receives an e-mail from PRISMA containing an individual User PIN and username.

Acting on the PRISMA Capacity Platform is only possible with the use of an Access Key (Art. 6 para. 5) and PIN.

Article 6 Approval of the Storage User by the SSO

1. Following the submission of the registration information by PRISMA to the respective SSOs, the selected SSOs' approval process begins. The approval process takes place according to the corresponding SSO GTCs. An already given approval may be suspended or withdrawn by the SSO subject to the respective SSO's GTCs. In accordance with Applicable Regulations, the Storage User may need the approval of the respective SSO. The approval may be granted or denied independently of each other in accordance with Applicable Regulations. The Storage User and its User(s) will be informed by PRISMA about the scope of their approval granted by the SSO. If required by the SSO, PRISMA will provide the Storage User with the documents or information necessary for the approval by the SSO concerned.
2. PRISMA is not responsible for the approval process by the SSO. The same applies mutatis mutandis to the suspension or withdrawal of an approval.

3. If the SSO calls for a verification of credentials or a credit assessment and has engaged PRISMA to do so, PRISMA will inform the User or Storage User about the needed documents.
4. PRISMA informs the Storage User without undue delay of the results of the SSO's approval process per e-mail.
5. Upon successful SSO approval the respective User of the Storage User is provided with an Access Key by PRISMA. This Access Key is (along with the username and PIN) a technical necessity for access to the PRISMA system. The Access Key is non-transferable and only valid for the User to whom it is issued. The Access Key is either a hardware token or a software solution. Upon first registration the User may choose to either use the hardware token or the software solution. The hardware token will be sent by registered letter and remains the property of PRISMA. The hardware token must be returned upon deactivation of the User account. The hardware token will be replaced by PRISMA within 7 years upon delivery to the Storage User to avoid malfunctioning of the token. In case of malfunctioning of the hardware token before such replacement by PRISMA, the Storage User may request its replacement to PRISMA who provides the Storage User with a new hardware token or a software solution without undue delay.

Article 7 Changes to Storage User profile information

1. The Storage User and each User shall without undue delay update the profile information filed on the PRISMA Capacity Platform to reflect any changes.
2. Each User of the Storage User may change certain registration information at any time on the PRISMA Capacity Platform website (e.g. contact details) by using the input screen.
3. In order to change the profile information not covered under para. 2, a User of the Storage User has to submit the filled and duly signed forms (which are available in the download area) to PRISMA. Fulfilment of the obligation to update its data pursuant to para. 1 does not relieve the Storage User from any corresponding or additional notification obligation to the SSO pursuant to the SSO GTCs.
4. Changes to the registration information on the PRISMA Capacity Platform are activated at the earliest at 06:00 CET of the following day.

Article 8 Deactivation of Users by the Storage User

1. The Storage User can deactivate accounts of its Users. With the deactivation of the last User of a Storage User, PRISMA may deactivate the account of that Storage User.

2. After the deactivation of a User account, the Storage User is required to return to PRISMA any hardware token assigned to the User not later than fourteen (14) calendar days after deactivation.

If the hardware token is not returned within this period, PRISMA is entitled to bill the Storage User for the costs of the hardware token. In that case, the Storage User is obliged to pay the costs of the hardware token.

B. PROVISIONS REGARDING THE MARKETING OF PRIMARY STORAGE PRODUCTS

Article 9 Publication of SSO Storage Product Offers

1. PRISMA Capacity Platform enables SSOs to publish Storage Product Offers.
2. The SSO publishes its Storage Product Offers on the PRISMA Capacity Platform announcing an Offer Opening Slot.

Article 10 Placement and Collection of Bids

1. Bids on the Storage Product Offer can be placed by the Storage Users registered with the respective SSO during the Offer Opening Slot.
2. Bids have to be placed by using the web-form provided by PRISMA. In order to place a valid bid, the Storage User has to completely fill in the required fields of the web-form related to the respective Storage Product Offer according to the SSO GTCs and to submit the bid. The Storage User can submit one or more bids related to one Storage Product Offer.
3. During the Offer Opening Slot of the respective Storage Product Offer the Storage User can withdraw its related bid(s).
4. Upon the end of the Offer Opening Slot PRISMA closes the respective Storage Product Offer of the SSO. All submitted bids of the Storage Users will be collected and provided to the SSO.

Article 11 Allocation and Publication

1. The analysis of the bids, the allocation of storage products to Storage Users and the awarding and conclusion of a contract is done outside of the PRISMA Platform by the SSO itself under its own responsibility and discretion according to its respective SSO GTCs.
2. The information to the Storage User on the results of the allocation, successful or unsuccessful bids will be given on responsibility of the respective SSO according to the SSO GTCs. The SSO can make use of PRISMA to publish the results of

the allocation, whereas PRISMA publishes and/or forwards the received data without PRISMA making any legal declarations.

C. OTHER PROVISIONS

Article 12 Behaviour on the PRISMA Capacity Platform

1. The Storage User and the respective Users undertake to behave as a prudent and reasonable operator, refrain from any action which may directly and/or indirectly infringe any market behaviour rules and regulations and/or lead to the damaging or reduction in effectiveness of the platform that can be linked to an attack on the information system such as, but not limited to, spam, virus, brute forcing, Trojan horse attack, denial of service attack, ping of death attack, sniffing and spoofing and dictionary attack.
2. A Storage User and its Users shall not manipulate the course of an allocation procedure for a storage product offer for instance by using a second account, an alias or third party. They must neither manipulate allocation procedures through ghost-bidding (e.g. by using sniper tools), shill bidding, or assuming multiple roles in a single allocation procedure. However, in accordance with Applicable Regulations a SSO may assume multiple roles (e.g. as SSO and Storage User).
3. In case of infringements of the preceding paragraphs, Art. 16 and 17 apply.

Article 13 Availability of, functionality of and access to the PRISMA Capacity Platform

1. PRISMA will use the professional care of a reasonable and prudent operator to grant access to and make available the PRISMA Capacity Platform according to the applicable industrial standard. According to the state of technology it is not possible to warrant the trouble-free functioning of data processing devices and device combinations under all application conditions imaginable and to exclude errors in the data processing programs. The right to use the PRISMA Capacity Platform and its functions shall only be available within the framework of the current state of technology and the uptime of the PRISMA Capacity Platform and the SSOs' connected systems. PRISMA may temporarily limit the availability and/or functionality of the PRISMA Capacity Platform if and when this is necessary in order to guarantee the security and integrity of the server or in order to carry out technical measures which serve to improve or maintain the availability and/or functionality of the PRISMA Capacity Platform. The same applies to cases of unforeseen technical disturbances or difficulties such as and especially in the case of the interruption of the power supply or a hardware or software error which causes the breakdown and or failure of the PRISMA Capacity Platform or the

SSOs' connected systems. A right to use the PRISMA Capacity Platform shall not exist in such cases.

2. PRISMA shall notify affected Storage Users in an appropriate manner about limitations of availability and/or functionality of the PRISMA Capacity Platform according to para. 1. In case of limitations due to planned technical measures, PRISMA will announce for each gas year the necessary maintenance periods by the 30th of September at the latest on the website www.prisma-capacity.eu. In case of limitations due to unplanned measures PRISMA will make efforts within the limits of what is economically justifiable to quickly restore the availability of the PRISMA Capacity Platform.
3. For the duration of such an unavailability of the PRISMA Capacity Platform or the SSOs' connected systems, the functionalities of the PRISMA Capacity Platform cannot be used. The provisions of Art. 18 remain unaffected.
4. In the case of limitation of availability and/or functionality of the PRISMA Capacity Platform as described in para. 1, any procedures currently in progress may be interrupted and can then be continued at a later time. In case a procedure is continued, the Storage Users shall be notified of the continuation in a timely manner.
5. The proper functioning of telecommunications services the Storage User needs to access the platform is not within PRISMA's sphere of influence. Therefore, each and any liability and/or warranty of PRISMA therefore is herewith excluded.

Article 14 Contract duration, termination by Storage User

1. The Platform Usage Contract is concluded for an indefinite period of time. Storage Users have the right to terminate the Platform Usage Contract at any time. PRISMA can only terminate the Platform Usage Contract in the cases as stated in Art. 18.
2. Terminations must be made in written form.
3. The Platform Usage Contract shall be considered as terminated in case the Storage User completely deactivates all of its Users' accounts to the PRISMA Capacity Platform in accordance with Art. 8. Placements of bids which have taken place before the termination of the Platform Usage Contract remain unaffected by the termination.
4. Upon termination of the Platform Usage Contract, all hardware tokens have to be returned to PRISMA without undue delay, but in any case no later than fourteen (14) calendar days after termination. Art. 8 para. 2 sentences 2 and 3 apply accordingly.

Article 15 Preservation of PRISMA's system security

1. The Storage User shall guarantee the careful handling of access information and Access Keys needed for the use of the PRISMA Capacity Platform. A careful handling includes, in particular, the following:
 - (i) information about Access Keys is not to be forwarded or made available to others and is, in particular, to be safeguarded against unauthorised use by a third party,
 - (ii) to preserve the singular assignment of the Access Key to only one User, as well as
 - (iii) to not leave the computer or workplace unguarded or unattended after successfully logging in to PRISMA Capacity Platform.
2. The Storage User shall notify PRISMA immediately when:
 - (i) an Access Key has been lost; or
 - (ii) a well-founded suspicion exists that access information has become available to an unauthorised third party.

Article 16 Deactivation of Users by PRISMA

1. If evidence or ground for belief exists that a User (i) has infringed the Platform Usage Contract, or (ii) jeopardizes the proper functioning of the PRISMA Capacity Platform, or (iii) contravenes any reasonable action, measure or instruction of PRISMA under this Platform Usage Contract or (iv) if there is a well-founded reason for PRISMA to protect the interests of other Storage Users from fraudulent or illegal activities, PRISMA can deactivate the User. If the User is active on other sections of the PRISMA Capacity Platform the deactivation affects the registration for all sections. Before deactivation PRISMA shall take into account the interests of the affected User, the Storage User concerned as well as all other Storage Users and the concerned SSOs.
2. Severe breaches entitle PRISMA to immediately deactivate the respective User. Severe breaches are constituted inter alia by attacking the Platform or manipulating an allocation procedure according to Art. 12. para. 1. and/or Art. 12. para. 2. or by executing any transaction in Financial Instruments according to Art. 3. para. 4.
3. PRISMA shall inform the User, the Storage User and the SSOs which have approved the Storage User in accordance with Art. 6. without undue delay. In case of a severe breach according to para. 2. the deactivation is notified to the Storage User of the deactivated User by registered letter with acknowledgment of receipt and by fax and shall take effect immediately. The notification shall state the reason for the deactivation. The SSOs concerned shall receive a copy of the notification. In all other cases, the deactivation shall follow the procedure according to Art. 17. para. 3. to 5.

4. PRISMA shall accept a new registration of a deactivated User if the Storage User proves the establishment of internal procedures to ensure compliance of this User with the Platform Usage Contract.
5. If one User of a Storage User is repeatedly deactivated, PRISMA has the right to exclude this User permanently.

Article 17 Deactivation of Storage User by PRISMA

General

1. Any decision to deactivate a Storage User from functionalities on the PRISMA Capacity Platform will be taken after alignment with the concerned SSO(s) according to para. 2. and 3. Any deactivation of a Storage User will automatically result in the deactivation of all respective User(s) of said Storage User. If the Storage User is active on other sections of the PRISMA Capacity Platform the deactivation affects the registration for all sections.

Immediate deactivation of Storage User:

2. PRISMA is authorised to deactivate the Storage User immediately for the concerned SSO(s) in case of withdrawal of the approval by all concerned SSO(s) that had approved the respective Storage User according Art. 6.

Such a deactivation is notified by registered letter with acknowledgment of receipt and by fax by PRISMA to the Storage User and shall take effect immediately.

Any deactivation of a Storage User shall be communicated by PRISMA to the concerned SSOs in order to enable them to fulfil any obligations of information towards the relevant competent authorities. This communication shall enclose a copy of the notification to the Storage User.

Deactivation of Storage User in other cases

3. Without prejudice to immediate deactivation in accordance with the provisions of para 2. of this Article, when a Storage User or any respective User fails to comply with one or more provisions of the Platform Usage Contract, PRISMA may also deactivate a Storage User and the respective Users at the end of the following deactivation procedure:
 - (i) PRISMA notifies the Storage User in writing by registered letter with acknowledgement of receipt or by fax of the obligation to remedy any breach or non-compliance of its contractual obligations. The concerned SSOs receive a copy of the notification.

This notification indicates:

- the alleged breach or non-compliance of the Platform Usage Contract and
 - the necessary action(s) that should be taken by the Storage User to remedy the breach and/or non-compliance and
 - a deadline of minimum fourteen (14) calendar days, starting from the date of receipt of the notification, within which these action(s) should be taken and
 - the possibility for the Storage User, upon its Request in writing to answer to this notification and/or to discuss orally the reason(s) of the notification with PRISMA.
- (ii) If the Storage User wants to discuss the content of the notification, the Storage User can demand that PRISMA organises a meeting. That meeting shall be held within the above mentioned deadline and with the participation of concerned SSOs.
- (iii) Without prejudice to the outcome of the meeting, if the Storage User does not take the requested action(s) to remedy the situation within the above mentioned deadline, the Storage User may be deactivated by PRISMA. This decision of deactivation shall be taken within minimum seven (7), and maximum fourteen (14) calendar days starting at the end of the abovementioned deadline. PRISMA notifies the deactivation decision by means of a registered letter and/or fax with acknowledgement of receipt, to the Storage User.

This notification of deactivation indicates:

- the reasons for the deactivation of the Storage User and
 - the date and time of the deactivation of the Storage User and
 - the consequences of the deactivation.
4. Deactivation takes immediate effect on the date and time indicated in the notification of the deactivation, unless the Storage User has remedied the situation that is the reason for the deactivation.
5. Any deactivation of a Storage User shall be communicated by PRISMA to the SSOs in order to enable them to fulfil any obligations of information towards the relevant competent authorities. This communication shall enclose a copy of the notification to the Storage User.

Consequences of deactivation of the Storage User

6. In case and to the extent of deactivation according to para. 2. and 3., the Storage User and its Users can no longer be active via the PRISMA Capacity Platform until PRISMA determines that the conditions have been met again and/or there is a ground for belief that the Storage User will comply with the Platform Usage Contract again.

Article 18 Termination of the Platform Usage Contract by PRISMA

1. PRISMA reserves the right to discontinue operation of the PRISMA Capacity Platform or SSO Services at any time with a notice period of at least one month. The Storage Users are to be notified in Text Form. Placements of bids which have taken place before the termination of the operation of the PRISMA Capacity Platform remain unaffected by the termination of operations. PRISMA seeks to notify the Storage Users of the exact point in time of the discontinuation of the operation of the PRISMA Capacity Platform in a timely manner.
2. PRISMA has the right to terminate the Platform Usage Contract:
 - if allowed by Applicable Regulations in the event of bankruptcy, liquidation or dissolution of the Storage User,
 - following receipt by PRISMA of a decision of a competent authority stating that the Storage User has committed an abusive or fraudulent act with regard to the allocation of storage products and requesting for the exclusion of the Storage User from the PRISMA Capacity Platform or
 - in the event of a persistent and/or intentional breach of the Platform Usage Contract following the prior notification thereof to the Storage User or
 - in case of definitive withdrawal of all SSO approval of the Storage User concerned.
3. The termination of the Platform Usage Contract takes effect on the date indicated in the statement of notification of the said termination to the Storage User, which also provides the reasons for the contract termination by PRISMA.
4. If PRISMA terminates a Platform Usage Contract pursuant to this Article, the Storage User no longer has access to the PRISMA Capacity Platform.

Article 19 Liability and warranty

1. PRISMA makes the PRISMA Capacity Platform and the SSO Services available as described in these GTCs for Storage Users. PRISMA does not, in doing so, take any responsibility for, or make any guarantee concerning, the contracts concluded between SSOs and Storage Users or between Storage Users; in particular for the actions, capabilities and performance of the contractual parties involved.
2. The parties to the Platform Usage Contract are liable without restriction in cases of own fault or the fault of their agents or legal representatives in the event of bodily injury, loss of life or harm to health. Fault comprises wilful intent and all forms of negligence.

3. Furthermore, the parties to the Platform Usage Contract are liable for damages resulting from breaches of duty resulting from wilful intent or gross negligence of the parties to the Platform Usage Contract, their agents or legal representatives.
4. In cases of simple negligence, the parties to the Platform Usage Contract are liable without restriction only for damages resulting from violation of material contractual obligation. The liability for damages in case of breach of material contractual obligations is limited to the contract-typical, foreseeable damage.
5. The aforementioned exclusions and limitations of liability are valid also for any claims against legal representatives, employees as well as sub-contractors or vicarious agents of the parties to the Platform Usage Contract.
6. Material contractual obligations are obligations the performance of which are fundamental to the proper performance of the Platform Usage Contract, and the performance of which the parties to such a contract normally rely on and may at all times expect.
7. Contract-typical and foreseeable damages are those which the contractual partner foresaw as a possible result of breach of contract at the time of contract conclusion or those which, under consideration of the circumstances which were or should have been known to him, should have been foreseen had due diligence been applied. Contract-typical, foreseeable damages are deemed not to exceed 250.000 € for an event of damage.
8. Claims resulting from the expressed assumption of guarantee and from absolute liability, in particular product liability, remain unaffected by the above mentioned liability exclusions and limitations.

Article 20 Force majeure

1. Force majeure is an event which occurs due to occurrences outside one's own control and not due to one's fault, is not foreseeable, may not be avoided (or avoided in a timely fashion) by use of due diligence and technologically or economically reasonable means and which makes it impossible to fulfil temporarily or definitively ones' contractual obligations.

Such occurrences include, in particular, natural catastrophes, terrorist attacks, interruption of the power supply or communications technology, legally occurring strikes as well as legal provisions or actions ordered by governmental institutions, agencies or the courts (independent of their legality).
2. In case of force majeure, the contractual party invoking force majeure shall be freed of the obligations affected by force majeure for the duration of the event of force majeure. The other contractual party shall be freed of his own contractual obligations in such cases for as long as it is impossible to the contractual party affected by force majeure to fulfil his contractual obligations.
3. The contractual party affected is obligated to immediately inform the other contractual party of the reason for and expected duration of the event of force

majeure. The contractual party affected is obligated to make an effort, using all technological and economically reasonable means, to ensure that he is able to fulfil his contractual obligations again as soon as possible.

4. If the contractual party uses a third party to execute the obligations under the Platform Usage Contract, and the third party experiences an occurrence which satisfies the conditions of force majeure or other condition in the sense of para. 1, this occurrence shall be considered as force majeure affecting the contractual party as well.

Article 21 Use of data

1. PRISMA may collect, store, use and process data of its Storage Users and their Users and data generated by the SSOs and/or the Storage Users and its Users via the PRISMA Capacity Platform
 - a) for the execution of the Platform Usage Contract and the proper execution of the SSO Services, or
 - b) to comply with Applicable Regulations.

Furthermore, PRISMA is to share this information with the respective SSOs and (subject to Applicable Regulations) with competent authorities.

2. PRISMA may publish the company name of the Storage User on the PRISMA Capacity Platform for the purpose of advertisement, but only if and to the extent the Storage User has previously agreed to such use.
3. In the event that a Platform Usage Contract is revoked or terminated, PRISMA will delete the data in compliance with the applicable rules and regulations. The same shall apply in the event that the operation of the PRISMA Capacity Platform is suspended. If it is not possible to delete the data due to legal obligations to retain the data, the data shall be kept until the retention period has ended.

Article 22 Confidentiality

1. Without prejudice to Art. 21., the parties of the Platform Usage Contract agree to treat, subject to the provisions in para. 3., as confidential all information which they receive in connection with the Platform Usage Contract, the use of the PRISMA Capacity Platform and contracts concluded on this basis (hereafter named "Confidential Information") and also agree not to disclose this information to any third party unless the affected parties of the Platform Usage Contract have previously authorised such action in written form. It is understood that information already known by the parties of the Platform Usage Contract receiving the information at the time of receipt and resulting from legal means is not Confidential Information.

2. The parties of the Platform Usage Contract are obliged to use the Confidential Information exclusively for the purpose of fulfilling the aims of this agreement.
3. The parties of the Platform Usage Contract have, in the following situations, the right to disclose Confidential Information received from the other contractual party without their prior written authorisation:
 - a) to Affiliated Companies, in the meaning of the Directive 83/349/EC, provided that such disclosure is required for the proper execution of the obligations contained in the Platform Usage Contract by the disclosing party. In such case, the disclosing parties of the Platform Usage Contract shall ensure that their Affiliated Company shall treat the information received as confidential;
 - b) to their representatives, advisors, banks and insurance agencies in the case that the disclosure is necessary for the proper execution of contractual agreements and as long as these persons, companies or agencies have committed themselves to treating the information confidentially or are legally obligated to maintain secrecy as a result of their profession;
 - c) to any third party to the extent that this Confidential Information
 - is already publicly available or has been made available to the public in a way that is not influenced by the actions of the receiving parties of the Platform Usage Contract or
 - must be disclosed by the SSOs and/or the parties of the Platform Usage Contract as a result of a legal requirement or binding decision from a public authority or court. In such cases the parties of the Platform Usage Contract disclosing the information are obliged to inform the affected parties of the Platform Usage Contract immediately of the disclosure.
 - d) and/or if the respective data are aggregated and anonymous.
4. The obligation to confidentiality ends five (5) years after the termination of the Platform Usage Contract.
5. Article 16 Directive 2009/73/EC and its national transposition measures remain unaffected.

Article 23 Changes to this Platform Usage Contract

1. PRISMA reserves the right to change or expand the scope and the content of the provisions of this Platform Usage Contract, in particular when this is necessary to meet the requirements of applicable laws and regulations and/or legally binding rulings from national or international courts or agencies (e.g. decisions made by the respective regulatory authority) and to conform with, or as a result of, technical adjustments.

2. In case of major changes or amendments to the Platform Usage Contract, if required by Applicable Regulations and to the maximum extent possible, those changes are timely and publicly consulted with (i) national competent agencies or authorities if necessary and with (ii) stakeholders. Changes can be considered minor even if they require changes to the Storage Users' back end systems.
3. After the consultation, Storage Users shall be notified in a timely manner of any consolidated changes or amendments in Text Form. In such case the Storage User can terminate the Platform Usage Contract in accordance with Art. 14. Placements of bids which have taken place before the termination of the Platform Usage Contract remain unaffected by the termination.

Article 24 Place of jurisdiction and applicable law

1. The Platform Usage Contract shall be governed exclusively by the laws of Germany excluding the referring rules of private international law. The UN Convention on Contracts for the International Sale of Goods is expressly excluded and shall in no case apply.
2. The exclusive place of jurisdiction for all legal disputes arising from the Platform Usage Contract shall Leipzig, Germany.

Article 25 Language and severability clause

1. Only and exclusively the English version of this Platform Usage Contract is legally binding. Any other versions of the Platform Usage Contract created in a language other than English are for convenience and only meant to serve as a source of information. If there is any contradiction between versions of the Platform Usage Contract, the English language version shall take precedence.
2. Should individual provisions of the Platform Usage Contract or its amendments be or become ineffective or unenforceable, all other parts of the Platform Usage Contract and its amendments remain unaffected. If any provision is declared to be legally invalid or unenforceable, then the invalid or unenforceable provision shall be replaced by a valid, enforceable provision that most closely matches the economic purpose of the original provision. The same shall apply if the conditions are found to contain omissions.