Allocation Procedure for firm transportation capacities from Wallbach and Gries Pass

Preamble

FluxSwiss SagI (hereafter referred to as "**FluxSwiss**") has available some firm transportation capacities on the routes starting from 1 October 2026. The Firm Transportation Capacities shall be offered to the market on a monthly basis in lots, each of them corresponding to 30 MWh/h (a "**Lot**"). The Firm Transportation Capacities will be offered through a dedicated auction as follows:

1. Auction A: 431 lots (12930 MWh/h) for the route Wallbach > Gries Pass
2. Auction B: 259 lots (7770 MWh/h) for the route Gries Pass > Wallbach

The Firm Transportation Capacities shall be offered to the market through a non-discriminatory and transparent allocation procedure ("**Allocation Procedure**"), according to the conditions set forth herein (the "**Allocation Procedure Terms**") and to the provisions set forth in the Capacity Reservation and Transit Services Agreement (the "**Contract**"), the standard form of which will be published and available for download on FluxSwiss' website in the following days.

All terms written with initial capital letter in these Allocation Procedure Terms shall have the same meaning as ascribed to them in the Contract, unless otherwise defined herein.

1. Object of the Allocation Procedure

1.1 The Transportation Capacities shall be offered in Lots. Pursuant to Section 7.7 IIIa of these Allocation Procedure Terms, fractions of Lots may be allocated.

1.2 The Transportation Service for Transportation Capacities shall have the 1 October 2026 as start date ("Start Date") and 31 October 2026 as end date ("End Date").

1.3 The Transportation Capacities shall be offered on the routes

A. Wallbach – Gries Pass
B. Gries Pass – Wallbach

1.4 At the end of Allocation Procedure the winning Participants shall have the obligation to (i) enter into a Contract having as object the firm transportation capacity/ies won through Allocation Procedure and to pay accordingly the relevant Fee (as defined below), and (ii) should the requirement of a credit rating of at least "A" of Standard & Poor's or equivalent not be satisfied, provide the Bank Guarantee or the Security Deposit. The winning Participants who fail to comply with any of these requirements may be added to FluxSwiss' black list and excluded from future allocation procedures.

2. Application

2.1 In order to participate in the Allocation Procedure, the potential customers shall fill in a hardcopy of the application form ("**Application Form**") attached hereto as Annex 1 duly signed by an authorised representative and shall send the duly filled-in and signed Application Form to FluxSwiss.

2.2 By signing and sending to FluxSwiss the hardcopy of the Application Form, each interested party accepts to participate in the Allocation Procedure, agrees and acknowledges the terms and conditions of the Allocation Procedure Terms and consequently becomes an "**Applicant**".

2.3 If an Application Form is not duly filled-in and signed, the relevant application shall not be taken into consideration.

2.4 The hardcopy of the Application Form shall be delivered by courier to FluxSwiss in a sealed envelope marked as follows: *Allocation Procedure of 18 September 2026 - Firm Transportation Capacities*. It must clearly indicate the name and the complete address of the applicant and shall be addressed to FluxSwiss Sagl via delle Scuole, 8 - 6900 Paradiso, Switzerland.

2.5 **The Application Form has also be sent to FluxSwiss by email (email: info@fluxswiss.com) before 05:00 p.m. on 16 September 2026**. Any Application Form received by FluxSwiss later than 05:00 p.m. on 16 September 2026 shall not be taken into consideration.

2.6 For each Application Form received in accordance with the above, FluxSwiss will send an acceptance notice ("**Acceptance Notice**") by e-mail to the address indicated in the relevant Application Form.

2.7 Participants who have any amounts due and owing to FluxSwiss but unpaid after their due date, will not be allowed to participate in Allocation Procedure. Should a Participant default on any sums due and payable at any time during Allocation Procedure, FluxSwiss shall be entitled to exclude the defaulting Participants from Allocation Procedure by simple written notice.

3. Bid Bond or security deposit

3.1 Applicants shall provide FluxSwiss with either a bid bond issued by an internationally reputed bank for the amount of CHF 150,000.00 (Swiss Francs one hundred fifty thousand) ("**Bid Bond**"), the form of the Bid Bond is attached hereto as Annex 2, or with a security deposit of the same amount to the following bank account of FluxSwiss:

UBS AG, Zurigo
IBAN: CH30 0023 0230 1329 6601 R
Account no. 230-132966.01R
BIC: UBSWCHZH80A

3.2 The original hardcopy of the Bid Bond or the security deposit shall be received by FluxSwiss by 16 September 2026 05:00 p.m..
The Applicant becomes a "**Participant**" if FluxSwiss receives the original hardcopy of the Bid Bond or the security deposit within the terms above.

3.3 Bid Bonds or security deposit received later than 16 September 2026 05:00 p.m. shall not be taken into consideration.

3.4 FluxSwiss shall be entitled to enforce the relevant Bid Bond or the security deposit at any time in the event the winning Participant refuses to enter into the Contract and/or, should the requirement of a credit rating of at least "A" of Standard & Poor's or equivalent not be satisfied, to provide the Bank Guarantee or the Security Deposit.

3.5 The Bid Bond or the security deposit will be returned to each winning Participant as soon as the relevant Contract is entered into and, if applicable, the relevant Bank Guarantee or the Security Deposit has been provided.

3.6 The Bid Bond or the security deposit will be returned to non-winning Participants by 30 September 2026.

4. Rules of Allocation Procedure

4.1 The Allocation Procedure shall have the same rules and shall be performed through Rounds, as defined in Paragraph 5 below and described in point 6 below, and, in the event of Case III as described in Section 6.4, through Auctions, as defined in Paragraph 5 below and described in Paragraph 7 below.

4.2 After having assigned a certain number of Lots by means of Rounds and/or Auctions, the remaining available Lots (L_{av}) shall be offered following the same rules, i.e. the processes of the Rounds and Auctions, if any, shall be repeated.
The Allocation Procedure shall end as soon as one of the following conditions occurs:

- $N_R = 0$ No Request has been submitted by Participants in a certain Round; or
- $L_{av} = 0$ All available Lots have been allocated.

4.3 FluxSwiss will perform Rounds and Auctions, if any, by means of an internet web-tool. Thirty (30) minutes before the beginning of each Allocation Procedure, FluxSwiss will invite the Participants to enter the web-tool where Allocation Procedure will take place.

4.4 After the receipt of the above mentioned invitation, each Participant is entitled to submit via the web-tool its Requests (as defined below). Each Participant agrees and acknowledges that each Request submitted to FluxSwiss in compliance with the provisions of these Allocation Procedure Terms shall constitute a binding offer to enter into a Contract with FluxSwiss, having as object the requested Lots and to pay, for the whole duration of the Contract, the relevant Fee calculated by multiplying the Bid Price (as defined below),

expressed in CHF/MWh, by the firm transportation capacity of the requested Lots, expressed in MWh/h by the numbers of hours from the Start Date to the End Date.

4.5 Neither during the Rounds nor during the Auctions shall FluxSwiss disclose any information regarding Lots requested by Participant(s) to other Participants. The information about the requested and allocated Lots shall be disclosed only after the relevant number of Lots has been allocated.

4.6 Allocation Procedure shall take place in the presence of a public notary.

5. Definitions

With the aim of describing the Round and the Auction procedure the following terms shall have the following meanings:

"**Auction**"	means the auction that takes place at the end of a certain Round each time that the condition $N_h > 1$ occurs;
"**Bid**"	means each bid placed by a Bidder during the Auction;
"**Bidder**"	means each Participant placing a Bid in a certain Auction;
"**Bid Price**"	means the bid price placed by a Participant during a Round or Auction, if any, expressed in CHF/MWh;
"L_A"	means the number of Lots already assigned to Participant(s) in Allocation Procedure;
"$L_{A,i}$"	means the number of Lots assigned to the Participant "i", at the end of a certain Round or Auction, if any;
"L_{av}"	means the number of remaining available Lots $L_{av} = L_S - L_A$;
"L_{min}"	means the minimum number of Lots requested in a certain Round by the Participants at the price P_h;
"$L_{R,i}$"	means the number of Lots which the Participant "i" applies for in a certain Round. $L_{R,i} \leq L_{av}$;
"L_S"	means the total number of Lots offered through Allocation Procedure in each auction; $L_{S\ auction\ A} = 431$ $L_{S\ auction\ B} = 259$
"N_A"	means the number of Bidders in a certain Auction;
"N_h"	means the number of Requests submitted by Participants at the price P_h in a certain Round;
"N_R"	means the number of Requests submitted in a certain Round during the period of time Δt;

"**P_h**" means the highest price at which a Request has been submitted in a certain Round.
$P_h \geq P_{res}$;

"**P_{res}**" means the reserve price; it is the lowest price at which FluxSwiss is willing to sell the Firm Transportation Capacity, and for Allocation Procedure P_{res} has been set at

1 1.00 CHF/MWh for the Auction A;
2 1.00 CHF/MWh for the Auction B;

"**Request**" means the request of $L_{R,i}$ Lots at the Bid Price to be chosen among the prices published by FluxSwiss submitted by a Participant "i" during a Round;

"**Round**" means a set of operations described in Paragraph 6. The Round ends as soon as the period of time Δt is elapsed;

"**Δt**" means the period of time in which the Participants have to apply for a certain number of Lots at a price to be chosen among those published by FluxSwiss.

6. Round

6.1 At the beginning of each Round, FluxSwiss publishes the number of available Lots and the possible prices to be chosen by the Participants. The Participants may submit a Request, during the period of time Δt, by selecting the number of Lots they are willing to have assigned and the relevant price to be chosen among those published by FluxSwiss.

6.2 Each Participant "i" is allowed to submit only one Request per Round up to L_{av}.

6.3 Requests shall be submitted exclusively by using the web-tool indicated in the Acceptance Notice. Requests submitted by other means shall not be taken into consideration.

6.4 When a Round is finished, three different cases can occur:

I. $N_h = 0$

No Request has been submitted and the Allocation Procedure is interrupted due to a lack of interest from the market.

II. $N_h = 1$

To the sole Participant that submitted the Request at the highest price P_h, is assigned the number of requested Lots.

III. $N_h > 1$

A number of Lots equal to L_{min} is assigned through an Auction to the best Bidder, pursuant to the procedure set forth in Paragraph 7 below.

7. Auction

7.1 The Auction shall take place only in the event Case III described in the Section 6.4 above occurs.

7.2 The starting price of each Auction shall be the price P_h at which, during the relevant Round, more than one Request has been submitted.

7.3 The Auction shall be performed only among the Participants that submitted a Request at the Bid Price P_h in the relevant Round. For the avoidance of doubt, Participants that do not submit any Request in a certain Round, as well as Participants which do not submit any Request at the price P_h, in the relevant Round, shall not participate in the relevant Auction.

7.4 Bids shall be placed exclusively by using the web-tool indicated in the Acceptance Notice. Bids placed by other means shall not be taken into consideration.

7.5 Bidders are entitled to place as many bids as they wish during the Auction and the possible prolongation foreseen in Section 7.6 below. During the entire Auction, the web-tool will provide the Bidders with the best Bid Price on place, without any information about the relevant Bidder, as detailed in the participant manual ("**Participant Manual**") downloadable from FluxSwiss' website, www.fluxswiss.com.

7.6 In the event a Bidder places a Bid within three (3) minutes from the end of an Auction, the Auction duration will be automatically prolonged by three (3) minutes.

7.7 Referring to case III described in Section 6.4 above, two sub-cases could occur with respect to the number of Bidders in the Auction (N_A):

IIIa. $N_A = 0$

The L_{min} Lots shall be equally shared among the N_h Participants who submitted their Requests at the price P_h and did not place any Bid during the Auction. To each Participant "i" of the Auction shall be assigned, at the price P_h, a number of Lots $L_{A,i}$ equal to

$$L_{A,i} = \frac{L_{\min}}{N_h}$$

IIIb. $N_A \geq 1$

The best Bidder shall be assigned, at the relevant best Bid Price, a number of Lots $L_{A,i}$ equal to $L_{A,i} = L_{\min}$.

8. Results of the Allocation Procedure

8.1 As soon as a certain number of Lots has been assigned, FluxSwiss shall notify (only) the relevant winning Participant about its own result. This notification shall include the number of Lots assigned to the winning Participant and the relevant price expressed in CHF/MWh ("**Price**"). Each winning Participant shall enter into a Contract, whereby the Monthly Charge shall be equal to the Price multiplied by the firm transportation capacity expressed in MWh/h corresponding to the relevant number of Lots and by the number of hours of the relevant period.

In addition to the Monthly Charge, as a compensation for the variable costs incurred by carrier ("Fuel Gas"), Shipper agrees that the quantities redelivered at the Redelivery Point will be reduced by the fuel percentage as stated below compared to the quantities delivered at the Delivery Point:

1. Auction A: 0,23% for the route Wallbach - Gries Pass
2. Auction B: 0,44% for the route Gries Pass - Wallbach

For the sake of clarity, Shipper will not be remunerated for the Fuel Gas.

8.2 In the event that, upon the conclusion of Allocation Procedure, any Lot remains unallocated, FluxSwiss reserves the right to allocate those unallocated Lots through an allocation procedure to be defined.

9. IT Requirements

Participants have to ensure the following minimum requirements to allow a correct functioning of the above mentioned web-tool:

Browser requirements

- In order to access the web-tool Internet **Explorer 8.0** is needed. You can check your Internet Explorer version by selecting "?"/"Information on Internet Explorer".
- **SSL** (Secure Socket Layer, protocol for secure transaction) suitability is required. You can check whether you satisfy this requirement by selecting "Tools" -> "Options" -> "Advanced" from Internet Explorer menu. The options "Use SSL 2.0" and "Use SSL 3.0" should be flagged.
- Cookies enabling is required.
- Resolution: the minimal resolution for the web site is 1024x768 pixels.

Software requirements

- An active e-mail address is required so that you can receive e-mail notifications when a document is delivered.
- Acrobat Reader is needed for opening *.pdf* files containing documents notifications. Acrobat Reader is available free of charge at the following address: http://www.adobe.it/products/acrobat/readstep.html

10. Test and Training and Allocation Procedure date

10.1 A test and training session ("**Test and Training**") will be held on 17 September 2026 at 10:00 a.m.

10.2 Only the Participants who have received the Acceptance Notice as per Section 2.6 are entitled to participate in the Test and Training. The Allocation Procedure described in Paragraphs 4, 5, 6 and 7 above will be simulated to give the Participants the possibility to check if their hardware and software is compatible with the IT requirements listed in Paragraph 9 above. Furthermore, the Test and Training serves to remedy hardware and/or software discrepancies, if any.

10.3 Allocation Procedure will be held on 18 September 2026 as following:

1 Auction A at 10:00 a.m. CEST;
2 Auction B at 10:30 a.m. CEST;

11. Contact

For any technical problem which could occur during the auctioning running please use the following contacts:
Phone number: **+32 2 282 99 70**
E-mail: auctionhelpdesk@fluxswiss.com

12. Liability

12.1 FluxSwiss, including its employees, servants, representatives and agents, shall not be liable to Applicants and Participants for any loss, damage or cost arising out of or in connection with this Allocation Procedure, except in case such loss, damage or cost arises out of or results from gross negligence or wilful misconduct.

12.2 FluxSwiss cannot be held responsible for any information which is not in writing.

13. Electronic bidding rules and regulations

Scope

The following rules and regulations also apply to Allocation Procedure.
The Participants take part in Allocation Procedure, connecting via Internet to the Allocation

Procedure web-site (hereinafter the **"Portal"**) powered by Fluxys, address https://auction.fluxswiss.com. The Participants shall send their Requests and Bids electronically in accordance with the following Procedure.

General Rules

The Participant's acceptance of these rules and regulations, to be given in the Application Form, allows the Participant to participate in the Allocation Procedure.

The acceptance of these Allocation Procedure Terms must also be given on-line at each login. Non-acceptance shall cause the impossibility to gain the access to the Portal.

The Participant shall submit their Requests and Bids on the basis of the procedure described in the Participant Manual (as defined below).

Participant warrants that the Requests and the Bids will be submitted by an authorized representative of Participant.

Besides Participant, only the person(s) entrusted by FluxSwiss with the performance of Allocation Procedure shall have access to the Portal. The name and number of a Participant is not visible to other Participants.

FluxSwiss warrants the confidentiality of the information received from Participants during Allocation Procedure.

Allocation Procedure may at any time and without any further motivation be suspended by FluxSwiss in case of malfunctioning.

Access Procedure

The purchase, installation, configuration and the hardware and software maintenance are at the sole cost and responsibility of the Participant.

The participation in Allocation Procedure requires the registration on the Portal and the identification of the Participant by a user code ("**User ID**") and an operating code ("**Password**") assigned by FluxSwiss and sent to the Participant by e-mail with the Acceptance Notice.

The Participant gives to FluxSwiss the authorization to carry out in succession the recording of contacts and transactions by telephone or computerized systems occurred during the participation in Allocation Procedure.

FluxSwiss will forward any and all information and notices relating to Allocation Procedure to the Participant via the Portal or by the electronic mail to the address notified by the Participant in the Application Form.

Further instructions for the access to, and the participation in, Allocation Procedure are provided through specific electronic document annexed to the Acceptance Notice ("**Participant Manual**"). If either the information required is not given or it is erroneously given or the operating Procedure are not observed, it will not be possible for Participant to participate in Allocation Procedure.

During Allocation Procedure the Participant can contact the helpdesk for technical assistance

at the numbers published on the Portal. There will be a dedicated phone number active for the Test and Training and for Allocation Procedure.

Rules for the use of the Password

Each Participant is obliged to change the Password upon first access to the Portal and has the right to modify it whenever it wants.

Each Participant shall keep the Password secret. The Participant is responsible for the safe keeping and the correct use of the User ID and Password. The Participant is also responsible for their improper use, however occurred, and in case of loss or theft.

The direct, indirect, total, partial, voluntary or involuntary disclosure of a User ID and Password to third parties is wholly under the responsibility of the Participant, who will be liable for any damage suffered by FluxSwiss as a consequence of the divulgation of the User ID and Password. Any and all divulgations will constitute, for all intents and purposes, an authorization for third parties to have access to the Portal.

In case of loss or theft of the User ID and Password the Participant must immediately notify FluxSwiss requiring for the immediate blocking of User ID by contacting the helpdesk. The Participant shall be responsible for the use of the User ID and Password until the above notification is given.

Time

The official time shall be that of the data processing system.

14. Miscellaneous

14.1 FluxSwiss reserves the right to suspend or cancel Allocation Procedure at any time and at its fullest discretion without any liability until the Lots have been assigned and the relevant winning Participants have been notified in accordance to Section 8.1. For the avoidance of doubt, the organisation and carrying out of Allocation Procedure shall not be considered as binding upon FluxSwiss in any way and shall merely constitute a call for tender ("*appel d'offres*") by FluxSwiss within the meaning of Swiss law. Furthermore, FluxSwiss shall have the right to terminate Allocation Procedure if any Participants engage in collusive behaviour or if other significant reasons are found to endanger the proper performance of Allocation Procedure. In such cases, FluxSwiss will decide whether Allocation Procedure is to be terminated or whether a new date is to be set.

14.2 The Contract, the Application Form and these Allocation Procedure Terms shall be governed and interpreted in accordance with the laws of Switzerland, with the exclusion of rules and regulations governing conflicts of law.

14.3. Attachment 2 – Section 16 (*Applicable Law and Arbitration*) of the Contract applies to these Allocation Procedure Terms.

14.4 The language of communication shall be English.

Annex 1

Application Form [on applicant's letterhead]

Company: ……..……..……

Company Address: ……..……

Contact Person*: ……...……

e-mail*: ……..……

Phone*: ……

*(Please fill in the field marked with * with only one reference).*

By signing and sending to FluxSwiss Sagl the present Application Form, [***please insert the name of the Company***] accepts to participate in the *Allocation Procedure of 18 September 2026 - Firm Transportation Capacities for:*

☐ Auction A: route Wallbach - Gries Pass

☐ Auction B: route Gries Pass - Wallbach

(Please select one or more Auction/s with a tick)

and agrees and acknowledges that said Allocation Procedure will be subject to the Allocation Procedure Terms and that it is fully aware of the meaning and content of all the provisions therein. Furthermore [***please insert the duly Authorized Representative of the Company***] hereby declares that there are no amounts due to FluxSwiss that are outstanding after their due date and declares that he/she has full knowledge of the "Electronic bidding rules and regulations" and fully accepts and approves them, along with all conditions therein. Furthermore declares that [***please insert the name of the Contact Person***] is duly authorized by [***please insert the name of the Company***] to submit Requests and to place Bids in Allocation Procedure.

Date of signature ____/____/_____

Signature of the duly Authorized Representative of the Company: ……

Annex 2

Bid Bond Form
[On Bank's letterhead]

To:

FluxSwiss Sagl
Via delle Scuole, 8
6900 Paradiso
Switzerland

Whereas:

- [*Details of the applicant to be inserted*] unconditionally accepted the terms and conditions of an allocation procedure published on the FluxSwiss Sagl website on 9 September 2026 relating to firm transportation capacities offers in accordance with the terms and conditions set forth in the Contract (as defined in the Allocation Procedure); and
- It is a condition under Section 3.2 of the Allocation Procedure that the [*details of the applicant to be inserted*] shall provide FluxSwiss Sagl within 16 September 2026, 05:00 p.m., with a "Bid Bond" of CHF 150,000.00 (Swiss Francs one hundred fifty thousand) in order to guarantee its commitment to enter into the Contract and to, where applicable, provide the bank guarantee ("Bank Guarantee") or the security deposit ("Security Deposit") as specified in the Attachment 2 - ANNEX C of the Contract.

All this being stated:

1. Terms not otherwise defined in this guarantee shall have the meaning ascribed to them in the Allocation Procedure.
2. This guarantee is a Bid Bond.
3. We undersigned [*full details of the bank to be inserted*] formally, firmly, irrevocably and unconditionally undertakes to pay upon your first demand an amount of CHF 150,000.00 (Swiss Francs one hundred fifty thousand) within 5 (five) days from the receipt of your written duly signed request stating that [*details of the applicant to be inserted*] has failed to enter into the Contract and/or, if applicable, to provide the Bank Guarantee or the Security Deposit, regardless of possible objections of whatever kind that could be put forward by [*details of the applicant to be inserted*] or by whoever third party and without necessity of legal actions or court proceedings.

4. The present Bid Bond is valid for its entire amount until the 31 October 2026 and will be returned to [*full details of the bank to be inserted*] for annulment thereafter.

5. The present Bid Bond shall be governed by the Swiss law. Any dispute, controversy or claim arising out of or related to this Bid Bond shall be referred to the exclusive jurisdiction of the Court of Lugano subject to any appeal before the Swiss Federal Supreme Court.

[Date and Place] [Bank's stamp and signature]