

Access Contract

!! FOR INFORMATION PURPOSES ONLY !!

Contract reference: [•]

between:

Elia System Operator N.V./S.A., a company established under Belgian law, having its head office at Keizerslaan 20/Boulevard de l'Empereur 20, B-1000 Brussels and company registration number 0476.388.378, legally represented in this matter by **Mr Valéry Stembert** and **Mr David Zenner**, in their respective capacities of **Key Account Manager ARP** and **Manager Customer Relations**, hereinafter referred to as "**Elia**";

and

[•], a company established under [•] law, having its head office at [•], and company registration number [•], legally represented in this matter by [•] and [•], respectively in the capacity of [•] and [•], hereinafter referred to as the "**Access Holder**".

Elia and/or the Access Holder may also be referred to individually as the "Party" or jointly as the "Parties".

Whereas:

- Elia holds the property rights to, or at least the rights to use or operate, the largest portion of the Belgian electricity grid.
- Elia has been designated as the grid operator at federal and regional level.
- In accordance with the applicable laws and regulations, the Parties wish to lay down their contractual rights and obligations in relation to access to the Elia Grid for each Injection and/or Off-take point in this contract.
- The Parties undertake to work together in good faith in any case where interpretation of the Articles of this Contract becomes difficult, in particular those articles that deal specifically with the connection of Grid Users, and particularly when concluding connection contracts at a later date.

It is agreed as follows:

CONTENTS

PART I: DEFINITIONS AND SUBJECT OF CONTRACT.....	5
Art. 1 Definitions and interpretation.....	5
1.1. Definitions	5
1.2. Additional rules of interpretation	9
Art. 2 Scope of the Contract.....	9
PART II: GENERAL CONDITIONS	10
Art. 3 Proof of Access Holder's financial solvency	10
Art. 4 Invoicing and Payment Terms	10
4.1. Invoices	10
4.2. Payment deadlines.....	10
4.3. Objections	10
4.4. Modalities for collecting any unpaid sums	11
Art. 5 Confidentiality and protection of commercial information.....	11
Art. 6 Settlement of disputes.....	11
Art. 7 Measures in case of an emergency situation and/or force majeure.....	12
7.1. Definitions and consequences of an emergency situation and/or force majeure	12
7.2. Measures	12
Art. 8 Designation of the Access Responsible Parties and the suppliers	13
Art. 9 Designation of the Access Holder, identification of the Access Points and access procedure.....	14
Art. 10 Addition of Access Points to the present Contract (known as the 'switching procedure') and modification of the period of validity of Access Points	15
Art. 11 Modification of the designation of the Access Responsible Parties charged with monitoring	16
Art. 12 Duration of the Contract.....	16
Art. 13 Financial Guarantees.....	16
13.1. General principles	16
13.2. Bank guarantee.....	17
13.3. Financial guarantee by means of cash payment	17
Art. 14 Subscription for Access to the Elia Grid.....	18
14.1. Procedure for power subscriptions	18
14.2. Subscription for Off-take at Access Points.....	18
14.2.1. Annual subscription	18
14.2.2. Monthly subscription	19
14.3. Subscription for Off-take covered by Local Generation	19
Art. 15 Tariffs	19
15.1. General principles	19
15.2. Tariff principles for Access to the Elia Grid.....	20
15.3. Tariffs for connection to the Elia Grid.....	20
15.4. Exemption principle.....	20
15.5. Tariffs for public service obligations, levies and surcharges and VAT due from the Access Holder.....	20
Art. 16 Suspension and/or termination of allocated access rights or of the Contract	20
16.1. Overloading of the Elia Grid	20
16.2. Termination of the Contract by both Parties	22
16.3. Cancellation by the Access Holder	22
16.4. Consequences of suspension and/or termination by the Access Holder	23
16.5. Designation of the Grid User as Access Holder	23
16.6. Deletion of Access Point(s) from the Access Contract due to cessation of industrial activities	23
Art. 17 Procedure for reporting the measurements associated with the Access Points.....	24

Art. 18	Liability of the Parties under the Contract	24
18.1.	Limitation on Liability.....	24
18.2.	Safeguards.....	24
18.3.	Obligation to Damage limitation	25
18.4.	Notification of claim for compensation	25
Art. 19	Insurance	25
Art. 20	Declarations and guarantees of the Access Holder	25
20.1.	Declarations and guarantees	25
20.2.	Additional stipulations on declarations and guarantees.....	26
20.3.	Acting for Contracting Parties	26
Art. 21	Miscellaneous conditions	26
21.1.	Modification of the Contract	26
21.2	Contact persons and notifications.....	27
21.3.	Transfer of obligations.....	27
21.4.	Complete Contract	27
21.5.	Separability	27
21.6.	Continued effect	27
21.7.	Applicable law	28
PART III:	PARTICULAR CONDITIONS	29

PART I: DEFINITIONS AND SUBJECT OF CONTRACT

Art. 1 Definitions and interpretation

1.1. Definitions

Unless specified further with a view to application for the purposes of the Contract, without however ignoring the stipulations of Public Order, the terms defined in the Electricity Act, the Electricity Decrees and/or Ordinances in relation to the organisation of the electricity market and/or the various applicable Grid Codes (as defined hereunder) are also understood in the sense of those legal or regulatory definitions for application of the Contract.

Consequently, the following definitions apply for the purposes of the Contract:

“Access Applicant”: the Party who enters an Application for Access with a view to concluding an Access Contract; this could be the Grid User, or a supplier or an Access Responsible Party, if designated for this purpose by the Grid User, and within the limitations of the applicable laws and regulations.

“Access Contract”: the Contract between Elia and the Access Holder, stipulating the terms and conditions relating to the granting of Access to the Elia Grid.

“Access Holder”: the Access Applicant who concludes the Contract with Elia; it may be the Grid User or any other legal or natural person designated by the Grid User, within the limits of the regulations and laws in force.

“Access Point”: an Injection and/or Off-take Point to the Elia Grid.

“Access Responsible Party” or **“ARP”**: any natural or legal person listed in the register of Access Responsible Parties in accordance with the Grid Code for Transmission; sometimes also referred to in the Grid Codes for Local and Regional Transmission with the term ‘Balancing Responsible Party’.

“Access Responsible Party charged with monitoring”: the Access Responsible Party (or Access Responsible Parties) charged with Injection and/or Off-take, as designated in Appendix 3, 3bis or 3ter.

“Access Responsible Party charged with Off-take (of the load)”: the Access Responsible Party to whom the Off-take monitoring at an Off-take Point is assigned within the framework of his access responsibility, as designated according to Appendix 3bis A) or 3ter.

“Access Responsible Party charged with Injection (of Local Production)”: the Access Responsible Party to whom Injection at an Injection Point is assigned within the framework of his access responsibility, as designated according to Appendix 3bis B) or 3ter.

“Access to the Elia Grid”: the use of the Elia Grid and ancillary services concerning Injection and/or Off-take of electrical power.

“Act of 2 August 2002”: the Act of 2 August 2002 on payment delays in the payment of commercial transactions, as amended from time to time.

“Active Power”: the electrical power that can be converted to other forms of power, such as mechanical, thermal or acoustic. The value is equal to $3 \times U \times I \times \cos \Phi$ (phi), whereby U and I are the effective values of the fundamental components of the voltage wave (between a phase and the earth) and the power wave (in that phase) and where Φ represents the phase difference between the fundamental components of the voltage wave and the power wave.

“Application for Access”: the application for access entered by the Access Applicant in accordance with the Grid Codes in force.

“Application for Addition/change of duration”: respectively, an application for the addition/change of duration of one or more Access Points in the Contract in accordance with Article 10 of the Contract.

“Band supply”: the Active Power by quarter-hour for an Off-take Point that has been nominated by an Access Responsible Party and confirmed by the Grid User concerned. The balancing perimeter of [ARP] is adjusted for all Band supplies concerned. The specifications for Band supplies are given in the Access Contract.

“Bank working days”: the working days of the banking sector in Belgium.

“CDS”: acronym of ‘Closed Distribution System’, as defined below.

“CDS Access Point”: the access point to the Closed Distribution System of a Closed Distribution System User, where all its physical Injections and/or Off-takes of Active Power within the Closed Distribution System can be aggregated virtually.

“Closed Distribution System”: the closed distribution system (or, according to the Electricity Act and the Electricity decrees and/or ordinances, closed industrial system, closed professional system, ‘gesloten distributienet’) is the grid directly connected to the Elia Grid and recognised by the relevant authorities as a Closed Distribution System.

“Closed Distribution System Operator”: a natural or legal person appointed by the relevant authority as the operator of the Closed Distribution System.

“Closed Distribution System User”: an end-customer or producer connected to the grid of a Closed Distribution System, and who has at least one CDS Access Point, regardless of whether or not the party in question has made use of its choice of supplier.

“Connection Power”: the maximum apparent power per Access Point.

“Contract”: the present Access Contract.

“CREG”: Commission for the Regulation of Electricity and Gas.

“Damage”: unless otherwise stipulated in the Contract, any damage, cost, loss (including loss of profits and/or cessation of operations), undertaking, liability, fine, payment obligation and/or costs of recovery, whether it be direct or indirect, arising out of or in relation to the cause of the damage, regardless of whether it was predictable or not.

“Electricity decrees and/or ordinances”: the Decree of the Flemish Community of 8 May 2009 setting out the general provisions regarding energy policy, the Decree of the Walloon Region of 12 April 2001 concerning the organisation of the regional electricity market and the Brussels ordinance of the 19 July 2001 concerning the organisation of the electricity market in the Brussels Capital Region, as amended from time to time.

“Electricity Act”: the Act of 29 April 1999 concerning the organisation of the electricity market, as amended from time to time.

“Elia Grid”: the electricity grid to which Elia holds the property right or at least that of using and operating it, and for which Elia has been designated as the transmission system operator.

“Flexible Access”: the regime applied to a Generation Unit whose connection, in accordance with the standard rules in force, should be rejected on the basis of a lack of capacity due to congestion but is nevertheless allowed based on adjusted capacity granting criteria and on the basis that the said Generation Unit’s Access to the Elia Grid, under normal operating conditions, may be limited depending on the capacity already allocated to one or more other Generation Units or the available capacity on grid components. The connection contract of the connection applicant shall lay down the said capacity allocation criterion.

“Generation Unit” (or Production Unit): a physical unit including a generator that generates electricity and that is associated with an Access Point providing access to the Elia Grid.

“Grid Codes for Local and Regional Transmission”: the Grid Codes for local or regional transmission of electricity that are or shall be applicable in Flanders, Brussels and Wallonia, as amended from time to time.

“Grid Codes”: the Grid Code for Transmission and the Grid Codes for Local and Regional Transmission.

“Grid Code for Transmission”: the Royal Decree of 19 December 2002, as amended from time to time, establishing a grid code for operating the electricity transmission grid and access thereto.

“Grid User”: any natural or legal person connected to the Elia Grid as a producer, consumer or Closed Distribution System Operator and who, if he himself is not acting as the Access Holder, has designated the Access Holder.

“Gross Limited Injected Energy”: the integral of the Gross Limited Injected Power at an Access Point for a given period.

“Gross Limited Injected Power”: the difference, at an Access Point and for a given quarter-hour, if positive, between the Injected Power from the Local Production Unit(s) associated with that Access Point and the Off-take Power taken off by the load(s) associated with that Access Point for that part of the Off-take Power taken off by that load (or those loads) that is less than or equal to 25 MW. If the aforementioned difference is a negative value, the Gross Limited Injected Power is zero.

“Gross Limited Off-take Energy”: or gross energy after compensation, the integral of the Gross Limited Off-take Power at an Access Point for a given period.

“Gross Limited Off-take Power”: or gross power after compensation, the difference, at an Access Point and for a given quarter-hour, if positive, between the Off-take Power taken off by the load(s) associated with that Access Point and the Injected Power from the Local Production Unit(s) associated with that Access Point, for that part of the Injected Power from that (those) Local Production Unit(s) that is less than or equal to 25 MW. If the aforementioned difference is a negative value, the Gross Limited Off-take Power is zero.

“(Net) Injected Energy”: the total (net) injected Power at a given Access Point for a given period.

“(Net) Injected Power”: the difference, at an Access Point and for a given quarter-hour, if positive, between the Injected Power from the Local Production Unit(s) associated with that Access Point and the Off-take Power taken off by the load(s) associated with an Access Point. If the aforementioned difference is a negative value, the (Net) Injected Power is equal to zero.

“Injection”: the injection of Active Power:

- at an Injection Point directly connected to the Elia Grid, excluding those Injection Points that supply a Closed Distribution System; or
- the Distribution Off-take Position, if it is a net injection; or
- the Injection Position at one or more Access Points of the Closed Distribution System that are connected to the Elia Grid, in the case of a net injection; or
- by means of an Import; or
- by means of an internal transfer of energy (“purchase” – “buyer”)

“Injection Point”: the physical location and voltage level of each point where the power is injected in the Elia Grid and for which Access to the Elia Grid is granted to the Access Holder in accordance with the terms of the Contract.

“Load Off-take”: in the case of Local Production, the Active Power drawn by the load(s) associated with the Access Point concerned.

“Local Production”: this term is used if the Injection Point of one or more Generation Units is the same as the Off-take Point of one or more loads and if the Generation Unit(s) is(are) located on the same geographical site as the site where the load(s) of the Grid User concerned is/are situated.

“Nomination”: a table containing a series of data such as the characteristics of an Access to the Elia Grid for a given day D, including the quantity of Active Power per unit of time to be injected and/or to be taken off by the Party concerned by the said Nomination.

“Off-take”: the off-take of Active Power:

- at an Off-take Point directly connected to the Elia Grid, excluding those Off-take Points that supply a Closed Distribution System; or
- the Distribution Off-take Position, if it is a net off-take; or
- the Off-take Position at one or more Access Points of the Closed Distribution System that are connected to the Elia Grid, if it is a net off-take; or
- by means of an Export; or
- by means of an Internal Transfer of Energy (“sale” – “seller”)

“(Net) Off-take Energy”: the total (net) Off-take Power at a given Access Point for a given period.

“Off-take Point”: the physical location and voltage level of each point where power is taken off from the Elia Grid and for which Access to the Elia Grid is granted to the Access Holder in accordance with the provisions of the Contract.

“(Net) Off-take Power”: the difference, at an Access Point and for a given quarter-hour, if positive, between the Off-take Power taken off by the load(s) associated with an Access Point and the Injected Power from the Local Production Unit(s) associated with that Access Point. If the aforementioned difference is a negative value, the (Net) Off-take Power is zero.

“Parties”: Elia and the Access Holder, whereby each is individually referred in the Contract to as a “Party”.

“Railway Traction Network”: the electrical installations of the railway infrastructure operator that are needed for the operation of the railway network which is subject to the provisions related to a Closed Distribution System connected to the Elia Grid, in accordance with the Electricity Act.

“Reactive Power”: the electrical power needed for creating magnetic fields (for example, in motors and transformers) or electrical fields (e.g., in condensers). The value is equal to $3 U I \sin \Phi$ (phi), whereby U and I are the effective values of the fundamental components of the voltage wave (between a phase and the earth) and the power wave (in that phase) and where Φ represents the phase difference between the fundamental components of the voltage wave and the power wave.

“Register of Access Points”: register kept by Elia, amended from time to time and which mentions, among other things, the following:

- the reference for each Off-take and/or Injection Point in the Access Contract by which Access to the Elia Grid is granted;
- for each Off-take and/or Injection Point the designation of the Access Responsible Party charged with the Off-take and Injection and the designation of the supplier; and
- the Connection Power of the connections concerned.

“Tariff”: a generic term covering all or some of the tariffs applying, under this Contract, to the Access Holder, including as the case may be for connection to the Elia Grid, as approved, or, as the case may be, imposed by CREG in accordance with the prevailing legal provisions, as described in Article 15 of the present Contract, and published for a regulatory period by CREG.

“Tariff Method”: the method for calculating and establishing the tariff conditions for connection and access to the electricity grids having a function of transmission, established by CREG, pursuant to Article 12(2) of the Electricity Act.

1.2. Additional rules of interpretation

The titles and headings in the Contract are only included for ease of reference and in no way express the intention of the Parties. They shall not be taken into consideration when interpreting the provisions of the Contract.

The Appendices to the Contract form an integral part of the Contract. Any reference to the Contract includes the Appendices, and vice-versa. If there is a conflict of interpretation between an Appendix to this Contract and one or more provisions in this Contract, the stipulations in the Contract shall take precedence. If there is a conflict of interpretation or any divergence between this Contract and one or more components of the Tariffs, these respective part(s) of the Tariffs shall take precedence. If the Access Holder has practical questions regarding the interpretation of a procedure mentioned in this Contract or in an Appendix thereto, he shall address them to Elia.

The realisation in the Contract of a specific obligation or provisions included in the Grid Codes shall in no way be considered as a breach of the obligations or provisions that must apply to the relevant situation in accordance with the Grid Codes.

Art. 2 Scope of the Contract

This Contract governs the contractual rights and obligations of the Parties with regard to Access to the Elia Grid concerning Injection and/or Off-take Points directly connected to the Elia Grid.

The Contract applies to all Access Points for which the Access Holder has been granted Access to the Elia Grid and which are registered in the Register of Access Points.

Each Party is aware of the mutual coherence that exists between the connection contract, the Access Responsible Party contract and the Access Contract that are between them a necessary accessory with regard to the safety, reliability and efficiency of the Elia Grid and which are consequently essential to the execution of the present contractual relationship.

The Parties will ensure that their contractual relationships with each other are always based on the existence and proper execution of the necessary contractual agreements with the relevant parties who have concluded a connection contract and/or an ARP contract with Elia or another system operator within the Belgian control area.

PART II: GENERAL CONDITIONS

Art. 3 Proof of Access Holder's financial solvency

Conclusion of the Contract assumes that the Access Holder proves his financial solvency.

The Access Holder's proof of financial solvency at conclusion of the Contract assumes that the Access Holder complies with the special conditions concerning financial guarantees as agreed in the Contract.

Throughout the duration of the Contract the Access Holder, at the justified request of Elia, must provide proof to Elia of his financial solvency.

The Access Holder's financial solvency during the execution of the Contract is an essential element of the Contract concluded with Elia and of the commitments entered into by Elia.

Art. 4 Invoicing and Payment Terms

4.1. Invoices

Invoices will be drawn up based on the technical modalities and periodicity specified in this Contract and in Appendix 15 to the Contract.

Invoices will be sent to the Access Holder's invoice address specified in Appendix 1 to the Contract.

4.2. Payment deadlines

Invoices must be paid net without discount by the Access Holder to Elia within 15 days following their receipt, which is considered to have taken place 3 days after the date on which they were sent.

If payment of all or some of the amounts covered by the invoices is not received within 18 days of the invoice being sent, Elia shall have the right to charge late-payment interest *ipso jure* and without giving notice of default, whereby the amount is set in accordance with Article 5 of the Act of 2 August 2002. The interest shall be due from the 18th day after the date on which the invoice was sent, up to the date when it is paid in full.

Moreover, Elia shall then be entitled to compensation as provided by Article 6 of the Act of 2 August 2002, without prejudice to its right to compensation for legal costs in accordance with the Judicial Code. The stipulations listed above do not detract from Elia's other rights in accordance with applicable laws and regulations, and the provisions of the Contract.

4.3. Objections

Any objection regarding an invoice must, in order to be admissible, be sent by the Access Holder by registered letter before the 18th day after the invoice was issued. The Access Holder shall describe the reasons for his objection as comprehensibly and in as much detail as is reasonably possible.

An objection in no way releases the Access Holder from his obligation to pay the invoice in accordance with the provisions of Article 4.2 of the Contract, unless his objection is manifestly justified.

If the Access Holder has paid a disputed invoice in full in accordance with this stipulation and it appears with hindsight that the objection formulated in accordance with this stipulation was justified, the Access Holder shall have the right in this case to claim back any sums paid that were not due, in application, *mutatis mutandis*, of Article 4.2 of the Contract.

4.4. Modalities for collecting any unpaid sums

If the invoice is not paid within 7 (seven) days of receipt by the Access Holder of an official notice of default by registered letter sent by Elia, which is considered to have taken place three (3) days after it was sent, Elia shall have the right to call in the financial guarantee as stated in this Contract, without prejudice to the application of the foregoing provisions. The measures for collecting unpaid sums shall be applied by Elia in a non-discriminatory and reasonable manner.

Art. 5 Confidentiality and protection of commercial information

Parties agree to treat the information they exchange as a result of and within the framework of this Contract and which is marked as being confidential by one of them and/or which is to be considered as confidential according to the applicable laws and rules, confidential. The Parties agree not to communicate the said confidential information to third parties unless one of the following conditions has been fulfilled:

- 1) if Elia and/or the Access Holder have been called upon to appear as witnesses in court or in their relationship with the regulating authorities of the electricity market or other competent public authorities;
- 2) the prior written agreement of the Party communicating the confidential information has been obtained;
- 3) as concerns Elia, in consultation with other grid operators or within the framework of contracts and/or rules with foreign grid operators and provided the party receiving the information undertakes to accord this information the same degree of confidentiality as that accorded by Elia;
- 4) if the information is easily and commonly accessible or available to the public;
- 5) if the communication by Elia and/or the Access Holder to such parties as subcontractors and/or their employees and/or their representatives is essential for technical or safety reasons, provided that those parties are bound by confidentiality rules that adequately guarantee the confidentiality of the information.

The Parties accept that the confidentiality of the information cannot be invoked between them, or with regard to other persons such as the Grid User, involved in the execution of the Contract.

Without prejudice to the applicable laws and regulations, this provision remains in any case valid until 5 (five) years after termination of the Contract.

Art. 6 Settlement of disputes

The Access Holder hereby declares that, prior to signing the Contract, he has been informed by Elia of his rights and, among other things, that any disputes relating to Elia's obligations, apart from disputes relating to the rights and obligations arising from the Contract, may be submitted, according to his choice and according to whether such is provided for by the federal and regional legislation, by a mediation, a chamber or a litigation service, by the Brussels Commercial Court or ad hoc arbitration in accordance with the provisions of the Belgian Judicial Code.

Any dispute related to the conclusion, validity, interpretation or execution of the Contract or of subsequent contracts or operations that might arise therefrom, together with any other dispute concerning or in relation to the Contract shall, at the discretion of the more diligent Party to take action, be presented to:

- the Brussels Commercial Court; or
- as the case may be, VREG; or
- an ad hoc arbitration in accordance with the provisions of the Belgian Judicial Code.

The Access Holder also hereby declares that Elia has informed him, prior to signing this Contract, about the provisions in the relevant federal and/or regional legislation regarding mediation.

In view of the complex relationships, the Parties accept hereby, in order to facilitate the application of the rules regarding coherence or intervention, either – in the case of related disputes – to renounce any arbitration proceedings for the purpose of intervening in another judicial procedure, or – conversely – to renounce a judicial procedure for the purpose of taking part in multi-party arbitration. In the case of dissension, preference will be given to the procedure introduced first.

Art. 7 Measures in case of an emergency situation and/or force majeure

7.1. Definitions and consequences of an emergency situation and/or force majeure

The fulfilment of the obligations that are the subject of the Contract for which an emergency situation and/or force majeure as defined in the Grid Codes might be invoked, will be temporarily suspended for so long as the event that gave rise to the emergency situation and/or force majeure persists.

The term force majeure shall be taken to mean any events that could not reasonably be predicted, which arise after conclusion of the Contract, which cannot ascribed to an error committed by one of the Parties and which makes performance of the Contract impossible, either temporarily or permanently. Situations of force majeure include, among others, the emergency situations as defined in the applicable Grid Code.

The party who invokes a situation of force majeure and/or emergency situation shall inform the other Party as soon as possible by telephone and/or email and/or fax of the reason why this Party is not able to fulfil all or some of his obligations and the anticipated duration of this non-execution.

The Party who invokes a situation of force majeure and/or emergency situation shall nevertheless do everything in his power to limit the consequences of non-fulfilment of his obligations towards the other Party, the Elia Grid and third parties, and to fulfil his obligations once again.

If the period of force majeure and/or emergency shall last for thirty (30) or more consecutive days and this results that one of the Parties no longer being able to fulfil the essential obligations of the Contract as the result of the case of force majeure or emergency situation, each Party may terminate the Contract with immediate effect by sending a registered letter, setting out the justification therefore.

7.2. Measures

If an emergency situation or a multiple-incident situation arises, as defined in the Grid Codes, or when Elia is of the opinion that an emergency situation might reasonably be expected to arise, Elia may take the necessary measures, preventively as the case may be, which are described in the Grid Codes, including the implementation of the rescue code and the restoration code.

The rescue code stipulates the operational procedures in the context of an emergency situation and also includes the disconnection plan, which among other things stipulates the procedures and priorities for disconnecting Grid Users.

The restoration code includes the operational procedures for restoring the electrical system.

The rescue code and the restoration code may be consulted upon request from the Access Holder. These codes may be amended at any time by Elia in accordance with the legal and regulatory provisions.

The applicable legal and regulatory provisions with regard to the rescue code and the restoration code and any subsequent amendments are applicable to the Parties.

The Access Holder undertakes to observe all the measures described in the foregoing stipulations without delay of which Elia shall inform him by telephone and/or e-mail and/or fax in order to prevent and/or remedy emergency situations.

Art. 8 Designation of the Access Responsible Parties and the suppliers

If the Grid User is his own Access Holder, he will designate an Access Responsible Party or Parties charged with monitoring for his Access Points.

If the Grid User is not the Access Holder himself, it is the Access Holder he has designated who will appoint the Access Responsible Party or Parties charged with monitoring for the given Access Points.

The designation of the Access Responsible Parties charged with monitoring at the Access Points that concern them is done for a set period of time that cannot be less than one calendar month and of which the date when validity commences must be the first day of a calendar month and the date when validity ends must be the last day of a calendar month. Furthermore, these designations and their renewal are done according to the modalities laid down in the following Appendices:

- Appendix 3:
If the Access Responsible Party is charged with Off-take and Injection, his designation is done in accordance with Appendix 3, at the given Access Points.
- Appendices 3bis A) and B):
When a load and Local Production are located at the given Access Points, the designation of the Access Responsible Parties charged with Off-take of the load and with Injection by Local Production may be done in accordance with Appendices 3bis A) and B).
 - Appendix 3bis A) relates to the designation of the Access Responsible Party charged with Off-take of the load and of the corresponding energy supplier at the given Access Points.
 - Appendix 3bis B) relates to the designation of the Access Responsible Party charged with Injection from the Local Production and of the corresponding energy supplier at the given Access Points.
- Appendix 3ter
When a load and Local Production are located at the given Access Points, the designation of the Access Responsible Parties charged with Off-take or Injection may be done in accordance with Appendix 3ter.

The designation of the Access Responsible Party by the Access Holder and the acceptance of that designation by the Access Responsible Party may only be done through the use of Appendices 3 to 3ter described below and its signature by the Access Holder and the Access Responsible Party.

If

- the Grid User is his own Access Holder; or
- the Access Holder designated by the Grid User has designated one or more Access Responsible Parties charged with monitoring other than himself,

the Grid User may choose to authorise the Access Responsible Party(ies) charged with monitoring to introduce Appendices 3 to 3ter to Elia themselves, duly completed in accordance with the present Article. To do this, the Access Responsible Party(ies) charged with monitoring must produce an authorisation in accordance with Appendix 13 of the Contract.

The energy suppliers corresponding to the given Access Points are also identified in Appendices 3 to 3ter.

Insofar as is permitted by the applicable laws and regulations, the specific modalities for designating as the case may be Access Responsible Parties other than those charged with monitoring, with Off-take (of the load) and/or Injection (of Local Production) and energy suppliers corresponding to the given Access Points, as the case may be, appear in:

- Appendix 9, relating to the allocation, expressed in percentages, at the balancing perimeters of the Access Responsible Parties, of the Access Points belonging to a production site;
- Appendix 10, relating to fixed-band supply;
- Appendix 11, relating to flexible-band supply.

Art. 9 Designation of the Access Holder, identification of the Access Points and access procedure

The identity and personal details of the Access Holder are included in Appendix 1.

The Grid User may be his own Access Holder.

If the Grid User is not the Access Holder himself, he will designate an Access Holder for his Access Points. The duration of validity of the Access Holder's designation and of the Access Points concerned may not be less than three months and the date when validity begins must be the first day of a calendar month and the date when it ends must be the last day of a calendar month. The modalities for that designation are set out in Appendix 2 to the Contract.

The designation of the Access Holder by the Grid User and the acceptance of that designation by the Access Holder may only be done through the use of this Appendix 2 and its signature by the Access Holder and the Grid User. However, the Grid User may choose to authorise the Access Holder to introduce Appendix 2 duly completed in accordance with the present Article by Elia. To do this, the Access Holder must produce an authorisation in accordance with Appendix 12 of the Contract.

If the Access Points to be listed by the Access Holder in Appendix 2 concern different Grid Users, Appendix 2 must be used as many times as there are different Grid Users.

Appendix 2 lays down the modalities for the renewal of the designation of the Access Holder.

In the case of an Access Point or Access Points supplying a Closed Distribution System connected to the Elia Grid, as listed in Appendix 14 of the Contract, as soon as a Closed Distribution System User chooses its own supplier, only the Grid User or, as the case may be, the Closed Distribution System Operator can be appointed as an Access Holder for this/these Access Point(s).

For the purpose of concluding the Contract, the Access Holder will send an Application for Access to Elia at least one month prior to the first day of the calendar month for which Access to the Elia Grid would be granted to the Access Holder under the Contract, in accordance with the procedure published on Elia's website (www.elia.be). The Application for Access, including the specific forms for this purpose signed by the parties concerned, is included in Appendices 1 to 3ter of the present Contract.

Insofar as is allowed by the applicable laws and regulations, the specific modalities for designating Access Responsible Parties other than those charged with monitoring, with Off-take (of the load) and/or Injection (of Local Production) and corresponding energy suppliers per Access Point, as the case may be, are indicated in Appendices 9, 10 and 11 of the present Contract.

Art. 10 Addition of Access Points to the present Contract (known as the 'switching procedure') and modification of the period of validity of Access Points

10.1 Addition of Access Points

Access Points may be added to the present Contract in accordance with the procedure described below.

Those additional Access Points have a fixed period of validity, which may not be less than three calendar months, and the date when validity begins must be the first day of a calendar month and the date when it ends must be the last day of a calendar month.

The Access Holder, if designated by the Grid User for his Access Points, will send Elia an Application for Addition ("Switching") of Access Points using the form provided in Appendix 2 to the present Contract.

The Application for Addition may only be made by the use of this Appendix 2 and its signature by the Access Holder and the Grid User. However, the Grid User may choose to authorise the Access Holder to proceed with the introduction of Appendix 2, duly completed in accordance with the present Article by Elia. To do this, the Access Holder must produce an authorisation in accordance with Appendix 12 of the Contract.

If the additional Access Points concern different Grid Users, Appendix 2 must be used as many times as there are different Grid Users.

The Application for Addition must be made by sending Elia the form(s) by e-mail, with confirmation by fax, addressed to the contact person for "Contractual Relations", as mentioned in Appendix 5.

An Application for the addition of Access Points must be received by Elia at least one calendar month prior to first day of the calendar month for which Access to the Elia Grid for the relevant Access Points would be granted to the Access Holder in accordance with this Contract.

After receipt of the Application for the Addition of Access Points, validly introduced:

- Elia shall inform the Party in whose existing Access Contract those Access Points had already been included;
- Elia shall amend the Register of Access Points and send confirmation thereof to the Access Holder no later than 15 working days after the date of receipt of the complete Application for the Addition of Access Points.

10.2 Modification of period of validity of Access Points

The period of validity of Access Points, as defined in Appendix 2 to the present Contract, may be modified in accordance with the procedure described below.

The Access Holder sends Elia an Application to modify the period of validity of Access Points by means of the form shown in Appendix 2 to the present Contract. The Application for modification of that period may only be made by using this Appendix 2 and its signature by the Access Holder and the Grid User. However, the Grid User may choose to authorise the Access Holder to proceed with the requisite modifications in Appendix 2 together with Elia in accordance with the present Article. To do this, the Access Holder must produce an authorisation in accordance with Appendix 12 of the Contract.

If the Access Points listed concern different Grid Users, Appendix 2 must be used as many times as there are different Grid Users.

The application to Elia is made by sending the form(s) by e-mail, with confirmation by fax, addressed to the contact person for "Contractual Relations", as mentioned in Appendix 5.

The application to modify the period must be received by Elia no later than one calendar month plus five working days before the renewal date planned for the end of validity of the Access Points concerned (it being stated, if necessary, that the new date may be before the existing date of the end of validity, but that it must relate to the last day of a calendar month).

Following receipt of the valid Application for modification of the period, Elia shall amend the Register of Access Points and send confirmation thereof to the Access Holder no later than 15 working days after the date of receipt of the complete Application for modification of the period.

Art. 11 Modification of the designation of the Access Responsible Parties charged with monitoring

Any application for modification of the designation for a period of fixed duration of the Access Responsible Parties charged with monitoring must be communicated to Elia by means of the specific forms for this purpose in Appendices 3 to 3ter of the present Contract, including the date on which that modification will take effect, and the signature of the Access Holder and the Access Responsible Party or Parties charged with monitoring.

If

- the Grid User is his own Access Holder; or
- the Access Holder designated by the Grid User has designated an Access Responsible Party or Parties charged with monitoring other than himself,

the Grid User may choose to authorise the Access Responsible Party(ies) charged with monitoring to introduce Appendices 3 to 3ter to Elia themselves, duly completed in accordance with the present Article. To do this, the Access Responsible Party(ies) charged with monitoring must produce an authorisation in accordance with Appendix 13 of the Contract.

Any application for modification as described above must be received by Elia no later than one calendar month plus five working days before the renewal date planned for the end of validity of the designation concerned (it being stated, if necessary, that the new date may be before the existing date of the end of validity, but that it must relate to the last day of a calendar month). It will be sent to the contact person for "Contractual Relations" as mentioned in Appendix 5 to the present Contract.

Following receipt of the valid application for modification of the designation mentioned above, Elia will make every effort to inform the Access Responsible Party(ies) charged with monitoring of the new designation, as the case may be, as soon as possible.

The Parties acknowledge and expressly accept that the provisions set out above are not in any way intended to prejudice the obligations of the Access Holder, the Access Responsible Party or the Grid User with regard to their contracting parties under contracts to which Elia is not party. The persons concerned will make it their own business to settle such matters without any involvement of any kind on the part of Elia.

Art. 12 Duration of the Contract

This Contract comes into effect on [•].

Except in the case of termination and/or cancellation in accordance with Article 16 of the Contract, this Contract shall be of indefinite duration.

Art. 13 Financial Guarantees

13.1. General principles

The Access Holder shall provide Elia with a financial guarantee, which, for the duration of the Contract as specified below, shall comply with the conditions set by this Article.

The Access Holder acknowledges that the financial guarantee is an essential condition of the Contract.

The financial guarantee is a security for the full and punctual payment of all obligations arising from this Contract and any suspension and/or termination thereof, as well as the obligations under Article 16.5 of the Contract.

The financial guarantee may take the form of a bank guarantee at first request, issued by a financial institution under the conditions laid down in Article 13.2 or of a cash payment to Elia under the conditions laid down in Article 13.3.

The amount guaranteed by the financial guarantee is one-twelfth of the estimated annual amount to be paid by the Access Holder to Elia, as calculated in accordance with the calculation modalities indicated in Appendix 6 to the Contract. The financial guarantee must have a term of at least one calendar year and must be renewed, as the case may be, to keep the security required for the entire term of this Contract, including the duration of execution of all the financial obligations arising from the Contract.

Whenever one or more Access Points is/are added to this Contract in accordance with Article 10 of the Contract, the financial guarantee must be adjusted on the basis of the calculation method indicated in Appendix 6 to this Contract. If one or more Access Points from the Contract is/are removed, the Access Holder may also obtain an adjustment of the financial guarantee on the basis of the same calculation method.

Upon cancellation and/or termination of the Contract for whatever reason, Elia shall return the financial guarantee to the Access Holder after confirming that the Access Holder has fulfilled all his obligations arising from the Contract or from the cancellation and/or termination thereof.

13.2. Bank guarantee

The standard form for the bank guarantee at first request is included in Appendix 7 to the Contract.

The Access Holder shall provide Elia, no later than 5 (five) calendar days before the end of the existing bank guarantee, either with evidence that the financial institution that issued the bank guarantee has extended that guarantee without any modification thereto or shall provide a new bank guarantee that complies with the conditions of Article 13 of the Contract.

With any renewal of and/or modification to the bank guarantee, the Parties have the right to request modification of the bank guarantee taking account of the latest measurement data on the basis of the calculation method indicated in Appendix 6 to the Contract.

The financial institution that issues the guarantee must hold an official rating of at least "BBB" ascribed by the credit rating agency Standard & Poors ("S&P") or "Baa2" ascribed by Moody's Investor Services (Moody's). If that required rating is lost, the Access Holder must provide Elia with a new bank guarantee from a financial institution that complies with the minimum rating requirements, within 20 Bank Working Days after the loss of the minimum rating by the first financial institution.

If Elia calls the bank guarantee, the Access Holder shall either provide proof, within 15 (fifteen) Bank Working Days following the date when Elia invoked the bank guarantee, that the financial institution that issued the bank guarantee has adjusted the amount of that bank guarantee to the contractually required level, or shall provide a new bank guarantee that complies with the conditions of Article 13 of the Contract.

13.3. Financial guarantee by means of cash payment

The Access Holder may replace the bank guarantee at first request with a cash payment to Elia of a deposit, whereby the amount of said deposit is calculated in accordance with Appendix 6 to this Contract, subject to the acceptance by Elia of said cash guarantee.

The sum of the cash guarantee shall be transferred to an Elia account that has been communicated by Elia to the Access Holder. For each payment, the word 'guarantee' and a contract number shall be indicated in the 'message' field. Said sum shall not accumulate interest for the Access Holder.

Said payment shall be a prepayment on the amounts owed to Elia by the Access Holder, and shall act at least as a first-ranking security or surety for Elia, guaranteeing the execution of all the obligations arising from the Contract, including - but not limited to - the payments of the Tariffs that apply for the Access Holder.

It is explicitly agreed and understood, notwithstanding the foregoing, that Elia is entitled to take possession of any sums paid by the Access Holder as a deposit or guarantee, Elia being only obliged to return an equivalent amount when the time comes.

The sums paid to Elia, as a deposit or guarantee or in any other capacity, since they are all closely linked, interrelated and connected, shall be compensated *ipse jure* with the obligations of the Access Holder arising from the Contract, on the understanding that said payment is intended to occur at the time when each of said obligations expire.

Any balance being ultimately returned to the Access Holder shall be reimbursed by transfer to the Access Holder on 1 March of the year following the end of all financial obligations arising from the Contract, according to Article 13.1 of the Contract, regardless of the reason behind it and without interest having accrued for the Access Holder, notwithstanding all of Elia's rights and actions.

Art. 14 Subscription for Access to the Elia Grid

The Tariff principles relating to annual and monthly power subscriptions are described in Appendix 15 to the Contract. Based on the applicable Tariffs, the Access Holder uses all or some of the various subscription formulas provided to him by Elia.

Within the context of Access to the Elia Grid, the Access Holder has the option, in accordance with the stipulations of the Contract and for a period that may not be longer than the period of validity of the Access Points concerned as indicated in Appendix 2, to subscribe power in accordance with the formulas listed below, and this per Access Point:

- (i) subscription for Off-take of Active Power at Off-take Points;
- (ii) subscription for Off-take covered by Local Production.

A combination of the various subscription formulas is also possible. The sum of the power subscribed for a particular Access Point must also be always less than or equal to the Connection Power for that Access Point.

14.1. Procedure for power subscriptions

The power subscriptions by the Access Holder concerns Active Power on a quarterly basis and must be done with a precision of 1 kW, and this for each Access Point. The power subscriptions are always expressed in the positive.

The modalities for introducing power subscriptions are set out in Appendix 4 to the Contract.

The Parties expressly acknowledge and accept that, if the application for subscription for a particular Access Point is not entered in accordance with the practical modalities indicated in Appendix 4 to the Contract, this will amount to a subscription for 0 MW for that Access Point.

14.2. Subscription for Off-take at Access Points

14.2.1. Annual subscription

For each Access Point, the Access Holder has the option of applying for a subscription for a period of 12 calendar months. Each application for an annual subscription shall mention the Active Power that the Access Holder wishes to subscribe.

The period of validity of an annual subscription may be announced to Elia by the Access Holder for a period ranging between twelve and twenty-three months, so as to harmonise the due dates of all the annual subscriptions belonging to the Access Contract.

During its period of validity, the value of an annual subscription may be increased or decreased, subject to the following conditions:

- In the case of a request to increase or decrease the value of the annual subscription, the annual subscription is replaced by a new annual subscription.

- Any request to increase the value of the annual subscription must be made in accordance with the subscription procedure described in Article 14.1 and will only be accepted by Elia provided there has been no decrease in the value of the annual subscription at the Access Point concerned during the 12 months preceding the date of such request.
- A request to decrease the value of the annual subscription must be made in accordance with the subscription procedure described in Article 14.1 and must relate to a decrease of at least 30% of the current annual subscription.

14.2.2. *Monthly subscription*

For each Access Point the Access Holder has the option of applying for a subscription for a period of 1 calendar month. This monthly subscription will be added to any annual subscription valid for that Access Point. Each application for a monthly subscription shall mention the Active Power that the Access Holder wishes to subscribe. For this form of subscription the Access Holder may apply for different power subscriptions for peak hours, off-peak hours and weekends. A monthly subscription is fixed for the duration of the subscription.

14.3. **Subscription for Off-take covered by Local Generation**

For each Off-take Point connected with Local Production, the Access Holder has the option of applying for a subscription for a period of 12 calendar months for Off-take covered by Local Production. A subscription for Off-take covered by Local Production is limited to the nominal power from the Local Production Unit(s) mentioned in the Register of Access Points for the Access Point concerned, and shall in no case be greater than 75 MW. The number of quarter-hours for activation of a subscription for an Off-take covered by Local Production to which the Access Holder is entitled, as the case may be, is limited to 4,000.

The activation of these quarter hours will be done automatically by Elia for the quarter-hours whereby the Off-take at the relevant Off-take Point is higher than the standard subscribed power (i.e., the sum of the subscribed power on an annual and a monthly basis) at this relevant Off-take Point, increased by a threshold at that Off-take Point, the threshold being determined as follows:

Threshold = y% x subscription for Off-take covered by Local Production, as requested according to the first paragraph of the present Article.

The Access Holder determines the coefficient “y” when the subscription is introduced to Elia, in accordance with the first paragraph of Article 14.3. The value of coefficient “y” is set at zero if it has not been determined by the Access Holder.

Art. 15 Tariffs

15.1. General principles

The Tariffs for Access to the Elia Grid applicable to the Access Holder enter into force on the date set by CREG or, by default, on the date of their publication by CREG.

If CREG has not yet approved the Tariffs for the regulatory period concerned, the Tariffs applicable to the Access Holder are the most recent Tariffs that have been approved by CREG.

If CREG rejects the Tariff proposal with the Elia budget or the amended Tariff proposal with the Elia budget, the applicable Tariffs are those resulting from the application of Article 32(2) of the Tariff Method.

The Tariff adjustments resulting from court decisions or an agreement between CREG and Elia will, as the case may be, be applied according to the modalities indicated therein.

If, following one or more court decisions, all or some of the Tariffs are cancelled, the most recent Tariffs approved by CREG before the cancelled Tariffs, according to the principles of Article 32(2) of the Tariff Method, or, as the case may be, the Tariffs imposed by CREG are temporary applicable, in full or in part depending on the scope of the cancellation, until new Tariffs are approved by CREG, whereupon said new Tariffs come into force according to the modalities indicated therein.

15.2. Tariff principles for Access to the Elia Grid

The Tariff principles for Access to the Elia Grid applicable to the Access Holder are described in Appendix 15 to this Contract. Elia shall draw up the corresponding invoice(s) on the basis of the applicable Tariffs

15.3. Tariffs for connection to the Elia Grid

Insofar as the Access Holder grants Access to the Elia Grid under the Contract for one or more Grid Users who have not yet concluded a connection contract with Elia in accordance with the applicable laws and regulations, the Access Holder will pay the Tariff for the connection on behalf of the Grid User(s) concerned.

The invoiced amounts calculated on the basis of these tariffs are included in Appendix 8 to the Contract.

The Tariff principles set in Article 15.1 are also applicable to these Tariffs for connection, when they are paid by the Access Holder.

15.4. Exemption principle

In the event that some Generation Units can enjoy a Tariff exemption pursuant to a law or regulation, the exemption is applied to the terms concerned on the basis of the exemption factors communicated to them by the legislator or the regulatory authority competent for the Generation Units in question.

15.5. Tariffs for public service obligations, levies and surcharges and VAT due from the Access Holder

The Tariffs applicable under Article 15, plus any levies and surcharges (including duties, taxes, contributions of any kind and other surcharges, pursuant to any law or regulation), which have not yet been included there, are net amounts, to which VAT must be added. Said components are described in Appendix 15 to this Contract. The amounts are due from the Access Holder to Elia.

All new Tariffs covering public service obligations and any levies and surcharges, or any increases in such Tariffs or in existing levies and surcharges imposed by a competent authority shall be paid by the Access Holder.

Art. 16 Suspension and/or termination of allocated access rights or of the Contract

16.1. Overloading of the Elia Grid

16.1.1. Suspension and/or termination of Access to the Elia Grid or of the Contract by Elia because of insufficient capacity and/or non-fulfilment of technical requirements

Without prejudice to the other cases of suspension and/or termination in accordance with the applicable laws and regulations and/or the Contract, Elia may suspend Access to the Elia Grid for one or more Access Points at charge of the Access Holder, without prior legal authorisation being required, solely by means of a justifying registered letter sent to the Access Holder if:

- 1) in accordance with Article 173 of the Grid Code for Transmission and the corresponding provisions of the Local and Regional Grid Codes for Transmission, Elia observes that there is a lack of capacity on the Elia Grid – which means among other things if there is an overload on the Elia Grid or if there is a possible overload on the Elia Grid, including cases of unavailability of all or part of the capacity for reasons of safety, reliability or efficiency of the Elia Grid;
- 2) the Access Holder (or the Grid User for whom he is acting) does not or no longer complies with the technical requirements mentioned in the Grid Codes as stated, among other things, in Article 20 of the Contract or in the connection contract and thereby seriously endangers the safety, reliability or efficiency of the Elia Grid;
- 3) if the Access Holder (or the Grid User for whom he is acting) does not or no longer complies with the technical requirements mentioned in the Grid Codes as stated, among other things, in Article 20 of the Contract or in the connection contract and thereby endangers the safety, reliability or efficiency of the Elia Grid and, after being given notice of default by Elia, does not remedy the situation within the reasonable period of time indicated;

The consequence of suspending Access to the Elia Grid for all the Access Points allocated under the Contract shall be suspension of the entire Contract.

If the situation that gave rise to the suspension of Access to the Elia Grid for one or more Access Points or of the entire Contract in accordance with this stipulation has not been remedied within 30 days from the date of receipt of the registered letter giving notification of the suspension to the Access Holder, Elia may automatically terminate the Contract in advance without prior legal authorisation being required, simply by sending a justifying registered letter to the Access Holder. Receipt of the aforementioned registered letter will be considered to have taken place three days after it was sent.

16.1.2 Complete or partial interruption of a Generation Unit's Access to the Elia Grid

Elia may completely or partially interrupt a Generation Unit's Access to the Elia Grid in situations where Elia observes that the Elia Grid or part thereof is overloaded and the safety, reliability or efficiency of the Elia Grid or part thereof is or may be endangered. Elia interrupts or reduces the Generation Unit's Access to the Grid Unit and other Generation Unit's Access thereto:

- in accordance with the regulatory provisions and principles regarding transparency and non-discrimination; and
- insofar as the safety, reliability or efficiency of the Elia Grid allow this, in accordance with the provisions and principles regarding priority for Generation Units using renewable energy sources and, as the case may be, quality cogeneration sources; and
- taking into account the possible Flexible Access designation of the Access.

The complete or partial interruption of one or more Access Points concerned takes place in accordance with the technical requirements indicated in the connection contract and, as the case may be, without prejudice to the procedures referred to in the concluded CIPU Contract, on the basis of a simple Elia instruction to the Access Holder to interrupt or reduce Access, without any prior legal authorisation or registered letter in advance being required. Without prejudice to the procedures indicated in the CIPU Contract, Elia shall provide the Access Holder, upon written request by the latter, with a justifying written report about the cause and duration of the measure, in accordance with the provisions of the applicable Grid Code related to the said communication.

The duration of the interruption or reduction shall depend on how the load is changing on the Elia Grid or part thereof, on the scale of the congestion and on the control of the number of interruptions or reductions. Any possible adjustments to the Access Responsible Party's perimeter, or any possible compensation for the energy not generated and/or for the green or CHP certificates not allocated for the energy not generated, in case of complete or partial interruption of Access to the Elia Grid, shall be managed outside the framework of the Contract, on the basis of the legislation in force, with clarifications provided by the competent regulatory authority.

Should the Access Holder disregard on a single occasion any instruction by Elia to interrupt or reduce Access without providing evidence of force majeure, this shall irrefutably constitute a breach of the Access Holder's obligations, for which, without prejudice to the provisions relating to the responsibility arising from the applicable contracts, Elia shall take the measures laid down in Article 16.1.1 of the Contract and, where appropriate, may demand the complete or partial termination of the Contract in accordance with Article 16.2 of the Contract.

Where, after formal notice by registered letter concerning the disregard for the instruction by Elia to interrupt or reduce Access and having failed to provide evidence of force majeure, the Access Holder disregards for the second time an instruction by Elia to interrupt or reduce Access without providing evidence of force majeure, Elia may rightfully completely or partially terminate the Contract without any prior legal authorisation being required, by simply sending a justifying registered letter addressed to the Access Holder. The said registered letter is considered to have been received 3 days after having been sent.

The partial termination indicated above refers to the termination of the Contract in relation to the Access Point(s) for which Elia's instruction to interrupt or reduce Access was disregarded by the Access Holder.

The power to interrupt or reduce Access to the Elia Grid for the Generation Unit concerned to which Flexible Access is granted is an essential element of the Contract, in the absence of which Flexible Access to the Elia Grid for the Access Holder must be rejected.

16.2. Termination of the Contract by both Parties

Without prejudice to the other cases of suspension and/or termination in accordance with the applicable laws and regulations and/or the Contract, either Party may terminate the Contract at the expense of the other Party subject to prior legal authorisation if:

- 1) the other Party fails to fulfil one of his obligations;
- 2) an important and detrimental change takes place in the legal status, the legal structure, the activities, the management or the financial situation of the other Party, which reasonably leads to the conclusion that it will not be possible for that Party to fulfil the stipulations and conditions of the Contract.

This stipulation does not detract from the Access Holder's right to obtain Access to the Elia Grid once more in accordance with Article 15 of the Electricity Act, as soon as the obligations of the Access Holder are fulfilled and he is once more in a position to fulfil the obligations of an Access Holder.

16.3. Cancellation by the Access Holder

Without prejudice to the other cases of suspension and/or termination in accordance with the applicable laws and regulations and/or the Contract, the Access Holder may terminate the Contract subject to a three months' prior notice simply by sending a registered letter to Elia, provided that no Access Points remain the subject of the Contract by the end of this three month cancellation period at the latest.

If the Access Holder still has not fulfilled all his contractual obligations at the end of the cancellation period, the Contract shall remain in force for the fulfilment of these obligations until all contractual obligations by the Access Holder have been properly fulfilled in accordance with the Contract.

16.4. Consequences of suspension and/or termination by the Access Holder

In all cases of suspension and/or termination of Access to the Elia Grid for one or more Access Points and/or of the entire Contract because of a shortcoming on the part of the Access Holder, the latter shall remain obliged to fulfil all the payment obligations throughout the duration of or in relation to the suspension and/or termination of Access to the Elia Grid for one or more Access Points and/or of the Contract, and these payment obligations shall in that case be due immediately, regardless of any stipulation to the contrary.

In all other cases of suspension and/or termination of Access to the Elia Grid for one or more Access Points and/or of the entire Contract the Access Holder shall remain obliged to fulfil all the payment obligations which arose during or after the suspension and/or termination of Access to the Elia Grid for one or more Access Points and/or of the Contract, in accordance with the applicable deadlines. The Access Holder shall in this case not be able to invoke suspension and/or termination in order to suspend or terminate his own obligations.

In all cases of suspension and/or termination of Access to the Elia Grid for one or more Access Points and/or of the Contract by Elia, except the case foreseen at Article 16.1.2: (i) the Access Holder shall no longer be able to apply for subscriptions for the Access Points concerned whose end-date would occur after the effective suspension and/or termination date and (ii) Elia shall, notwithstanding any stipulation in the Contract to the contrary, terminate any subscriptions still in force for the Access Points concerned on the effective suspension and/or termination date.

16.5. Designation of the Grid User as Access Holder

In all cases of suspension and/or termination of Access to the Elia Grid for one or more Access Points and/or of the entire Contract because of a shortcoming on the part of the Access Holder, and so long as the Access Holder is not himself the Grid User and without prejudice to the applicable laws and regulations as well as the preceding provisions, the Grid User concerned may decide to take over the rights and obligations of the Contract for the Access Points that concern him. If the Grid User concerned does not take over the rights and obligations of the present Contract for those Access Points, Elia may disconnect those Access Points. Elia will inform the regulator concerned about that disconnection.

16.6 Deletion of Access Point(s) from the Access Contract due to cessation of industrial activities

The Access Holder may request the deletion of that/those Access Point(s) from the Access Contract and from the Access Register with three months' notice simply by sending a registered letter to Elia. At the end of that period of notice, the rights and obligations deriving from the present Contract and relating to that/those Access Point(s) will come to an end.

If the Grid User is not his own Access Holder, the extinction of the rights relating to the aforementioned Access Point(s) may only be done if:

- the Grid User concerned has sent a disconnection request to Elia within the framework of the connection contract ; or
- if the Access Holder has provided Elia with the explicit written authorisation of the Grid User regarding the deletion of the Access Point(s).

If these conditions are not met, the request to deletion of the concerned Access Point(s) formulated by the Access Holder, as far as he is not the concerned Grid User, will be void.

If the Access Holder has not fulfilled all his obligations with regard to that/those Access Points by the end of the period of notice, the present Contract – insofar as they relate to that/those Access Point(s) – will remain in force for the fulfilment of those obligations until all the Access Holder's obligations regarding that/those Access Point(s) have been fulfilled in accordance with the present Contract.

Art. 17 Procedure for reporting the measurements associated with the Access Points

Elia provides the metering data in accordance with the applicable laws and regulations, and makes the validated metering data available at least on a monthly basis.

If Elia provides metering data that have not been validated, this does not imply any guarantee on their completeness and correctness. Elia cannot be held liable in any way whatsoever for Damage arising from or in relation to non-validated metering data.

The Parties can agree to provide additional specific services in relation to metering data.

Art. 18 Liability of the Parties under the Contract

The stipulations that follow hereafter apply to all cases in which the liability of one of the Parties is threatened for any reason whatsoever (contractual, extra-contractual or otherwise); these stipulations apply to all rights, possibilities for appeal or indemnification which the Parties might be able to claim, regardless of the circumstances in which they arise.

The amounts mentioned in this Article are indexed annually on the anniversary of the signing of the Contract, based on the consumer index figure in Belgium for the month prior to that of the anniversary of the signing of this Contract (the "new index figure"). The adjusted amounts are calculated through the application of the following formula: the relevant amount multiplied by the new index figure and divided by the initial index figure. The initial index figure is the index figure for consumer goods in Belgium for the month prior to the month in which the Contract comes into force in accordance with Article 12 of the Contract.

18.1. Limitation on Liability

The Parties are liable one to the other only and exclusively for Damage caused through deception, deliberate or heavy fault committed by one of the Parties against the other Party under the Contract.

In the case of heavy fault error by Elia, the latter's total liability for the Damage arising from this serious error is limited to a maximum of EUR 300 for each MWh that could not be injected and/or taken off because of that fault at an Access Point for the duration of the interruption to the grid.

Without prejudice to the maximum amount of EUR 300 in the preceding paragraph and except in cases of deception or deliberate fault, the liability of the Parties for all damage is limited to a maximum of EUR 1 million for each case of damage and per year, and EUR 5 million per year for all the claims from the Parties and third parties that base their claims entirely or mainly on the same confirmed or suspected cause.

Taking the foregoing paragraphs into consideration, the claims from the Parties and third parties will in this case be settled proportionately.

Under no circumstances, except in a case of deception or deliberate error, shall a Party be liable to the other Party for indirect or unpredictable Damage or for immaterial Damage, including but not limited to loss of profits and/or interruption of business activities.

18.2. Safeguards

Each Party shall safeguard the other Party and hold this Party harmless from all liabilities to or claims from third parties for compensation for Damage caused by or in relation to the non-fulfilment by the first-named Party of the obligations imposed by the applicable laws and regulations and/or the Contract.

18.3. Obligation to Damage limitation

With regard to events or circumstances for which one of the Parties is liable, or in relation to which that Party is obliged for whatever reason to take steps or deploy resources, the other Party shall take the appropriate measures which might reasonably be expected to limit the Damage, taking into account the interests of each of the Parties.

18.4. Notification of claim for compensation

As soon as one of the Parties has knowledge of any claim for compensation (including claims for compensation arising out of a claim on the Access Holder from another Access Holder, Grid User or third party on the Access Holder), for which the Party might be able to claim appeal against the other Party, that Party shall notify the other Party thereof without delay. Notification shall be given by means of a registered letter mentioning the nature of the claim, the amount thereof (if known) and the method of calculation, all of which in reasonable detail and with reference to the legal, regulatory or contractual stipulations on which the claim might be based.

Art. 19 Insurance

Each of the Parties shall take out the necessary insurance policies in relation to their obligations and liabilities under the Contract. Consequently, the Parties shall provide for the following insurances throughout the duration of the Contract:

- insurance against accidents at work;
- insurance for civil liability (including professional liability and after-delivery).

Each of the Parties expressly undertakes to get the insurer to accept and take over the liability limitations, insofar as provided under the Contract.

Proof of the insurance policies shall be demonstrated by means of a certificate drawn up by the insurer clearly mentioning the values insured and the exclusions, and shall be produced by either Party for the other Party upon request.

Art. 20 Declarations and guarantees of the Access Holder

20.1. Declarations and guarantees

The Access Holder declares and guarantees the following on the date of signing the Contract:

- 1) if the Access Holder is not himself the Grid User, that he has been designated by the Grid User as Access Holder for each Access Point that is included under the Contract;
- 2) that the Grid User(s) who, in case, has (have) designated him as the Access Holder, has (have) declared him, or if the Access Holder is himself the Grid User, that he declares that his (their) installations are in conformity with the legal and regulatory requirements in force or which will be so in the future.

In this respect, the Access Holder undertakes to:

- provide Elia at Elia's first request with sufficiently detailed contractual and/or technical information about the Off-take and/or Injection Points as soon as possible; and
 - inform Elia in advance of any modification to an Off-take and/or Injection Point, permission for which must be granted thereby;
- 3) that he possesses all the permits required under the Electricity Act and the Electricity Decrees and/or ordinances;

- 4) that he complies with all the applicable obligations under the Electricity Decrees and/or ordinances;
- 5) that the information provided in relation to the entering and processing of the Access Application is correct and complete;
- 6) that the power subscriptions under the present Contract, as well as the metered Injected or Off-take Power, do not exceed the Connection Power at the Access Points concerned which are listed in the Register of Access Points;
- 7) that, for all the Access Points mentioned in Appendix 2, an Access Responsible Party and, in the case of the supply of electricity, a corresponding energy supplier have been designated in Appendix 3, 3bis or 3ter.
- 8) that he fulfils the obligations specified in Articles 3 and 13 of the Contract.

The Access Holder undertakes moreover that he will do everything to ensure that these declarations remain correct and complete and that the guarantees remain valid throughout the duration of the Contract.

20.2. Additional stipulations on declarations and guarantees

The Access Holder undertakes to notify Elia without delay if one or more of the declarations and guarantees described in Article 20.1 of the Contract, together with the declarations or guarantees which were, as the case may be, provided when entering the Access Application, is no longer correct or complete, or if he suspects (or reasonably should suspect) that this will be the case. This applies both to the declarations and guarantees concerning the Access Holder himself and, in the case mentioned in Article 20.3 of the Contract, and to the declarations and guarantees of or relating to each Grid User that that Access Holder has designated.

The Access Holder undertakes to provide Elia with proof that the declarations in Article 20.1 of the Contract (concerning both the Access Holder himself or, in case and in fairness, each Grid User that the Access Holder has designated) are correct and complete, and this within a reasonable period of time after Elia's request therefor.

20.3. Acting for Contracting Parties

The Access Holder expressly confirms hereby that, insofar as the Contract is being concluded by him based on his designation by the Grid User(s), the declarations, guarantees and obligations mentioned in Articles 20.1 and 20.2 of the Contract, are provided and entered into not only in his own name and on his account, but also in the name and on account of the Grid User(s) concerned. The Access Holder expressly declares to this end that he has been appointed by (each of) the Grid User(s).

Art. 21 Miscellaneous conditions

21.1. Modification of the Contract

The present Access Contract may be modified by Elia after approval by CREG of the changes proposed by Elia, in accordance with Article 6 of the Grid Code for Transmission.

These changes will be applied to all of the Access Contract in force and shall take effect on the same date.

All changes become effective within a reasonable period of time set by Elia, taking account of the nature of the planned amendments and the imperatives related with the safety, reliability and efficiency of the Elia Grid. The reasonable period of time stated above may never be shorter than 14 calendar days after Elia has sent a registered letter to the Access Holders, notifying them of the changes to the Access Contract.

21.2 Contact persons and notifications

The notifications to be effected under the Contract must be addressed to the contact persons as mentioned in Appendix 5 to the Contract as far as Elia is concerned and to the contact persons as mentioned in Appendix 1 to the Contract as far as the Access Holder is concerned.

Modifications to the details of these contact persons must be communicated to the other Party at least 5 working days before the change comes into force.

21.3. Transfer of obligations

Each of the Parties undertakes to transfer the rights and obligations arising from the Contract neither wholly nor in part (including any transfer as a result of merger, split or transfer or contribution of a generality or a branch of business (whether or not under the automatic transfer rules)) to a third party without the prior, express and written consent of the other Party, who shall not reasonably withhold or delay that consent, especially as concerns a possible merger or split up of partnerships.

The Contract, with the rights and obligations arising there from, can nevertheless be freely transferred to partnerships which are considered as an associated company of one of the Parties as described by Article 11 of the Belgian Companies Code, on condition however that the transferee undertakes to transfer such rights and obligations back to the transferor (and the transferor undertakes to accept them) as soon as the association between the transferor and the transferee ceases to exist.

21.4. Complete Contract

Without prejudice to the application of the relevant laws and regulations, the Contract and its Appendices comprises the complete agreement between the Parties and contains all the agreements that were reached between the Parties within the framework of the Contract.

The Access Holder accepts irrevocably and unconditionally that his general purchasing conditions or other general conditions in no way apply to the rights and obligations of the Parties in relation to Access to the Elia Grid. This exclusion shall remain in force throughout the duration of the Contract, notwithstanding any subsequent correspondence from the Access Holder whereby the latter might propose the applicability of his general purchasing conditions or other general conditions.

21.5. Separability

If one of the stipulations in the Contract proves to be invalid or is declared null and void, this shall not affect the validity of the other stipulations. If such invalidity or nullity is confirmed, a new stipulation will be proposed by Elia to replace the stipulation concerned, in accordance with the applicable laws and regulations.

21.6. Continued effect

Without prejudice to what is stipulated in Article 20.3 of the Contract, the Access Holder undertakes to ensure that the relevant stipulations of Articles 16, 18 and 21 continue to have effect in any contract to be concluded with his Grid Users after signing the present Contract by including them in such contracts as an irrevocable condition of the Grid Users for the benefit of Elia.

The Access Holder guarantees that his Grid Users will respect these rules in any involvements with Elia they might have. He will provide proof thereof at Elia's first request.

The same obligation applies to Elia in its relationship with its contracting parties. As far as the current contracts are concerned, the Parties are obliged in good faith to negotiate the interpolation of the aforementioned continued-effect clause in those contracts when the current contract is amended, extended or adjourned.

21.7. Applicable law

This Contract is governed exclusively by Belgian law.

Drawn up in Brussels in two originals, of which each Party concerned acknowledges having received one. The official version has been drawn up in Dutch and French, without one version taking precedence over the other; the English version is solely for information purposes.

ELIA SYSTEM OPERATOR NV/SA, represented by:

Valéry Stembert

Key Account Manager ARP

Date:

David Zenner

Manager Customer Relations

Date:

[•], represented by:

[•]

[•]

Date:

[•]

[•]

Date:

PART III: PARTICULAR CONDITIONS

Appendix 1:	Identity and personal details of the Access Holder
Appendix 2: ([•])	Designation of Access Holder, listing of Access Points, addition of Access Points to an Access Contract (Switching Form), modification of period of validity of Access Points
Appendix 3: ([•])	Designation and/or change of duration of designation of the Access Responsible Party charged with off-take and injection and designation of the corresponding Energy Supplier
Appendix 3bis A):	Designation and/or change of duration of designation of the Access Responsible Party charged with off-take of the load and designation of the corresponding Energy Supplier
Appendix 3bis B):	Designation and/or change of duration of designation of the Access Responsible Party charged with injection of Local Production and designation of the corresponding Energy Supplier
Appendix 3ter:	Designation and/or change of duration of designation of the Access Responsible Parties charged with off-take or injection and designation of the corresponding Energy Supplier
Appendix 4:	Practical details for subscription
Appendix 5:	Contact persons for Elia
Appendix 6:	Calculation of Bank Guarantee
Appendix 7:	Standard Bank Guarantee form
Appendix 8:	Amounts invoiced for Connections
Appendix 9:	Percentage allocation to balancing perimeters of Access Responsible Parties for Access Points belonging to a generating site
Appendix 10:	Fixed-band supplies
Appendix 11:	Flexible-band supplies
Appendix 12:	Authorisation relating to Appendix 2 to the Access Contract, to be given by the Grid User
Appendix 13:	Authorisation relating to Appendices 3 to 3ter of the Access Contract, to be given by the Grid User
Appendix 14:	Rules agreed between Elia and the Closed Distribution System Operator connected to the Elia Grid, to organise access for Users of the Closed Distribution System
Appendix 14bis:	Designation and/or change of duration of designation of the Access Responsible Party charged with monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid
Appendix 14ter:	Allocation (expressed in percent) to the balancing perimeters of the Access Responsible Parties for the CDS Access Point, relating to a generation unit in the Closed Distribution System that is connected to the Elia Grid
Appendix 15:	Tariff Principles and Invoicing Process

Appendix 1: Identity and personal details of the Access Holder

(see Article 4.1, Article 8 and Article 21.2)

The undersigned Party (business details of the Access Holder):

Company	[•]
Head office address	[•] [•] [•] [•][•] [•]
Company reg. number	[•]
VAT no.	[•]
Represented by (name + position)	1. [•][•] [•]
	2. [•] [•]

acts as Access Holder for each Access Point which is included in the Access Contract with as reference [•] and in the capacity of: (indicate what is appropriate):

- Grid User;
- Closed Distribution System Operator for the Access Point(s) supplying the Closed Distribution System connected to the Elia Grid, listed in Appendix 14 of the Access Contract;
- Other.

Details of the Access Holder's Contact persons

Contact person for Contractual Relations	
Name	[•][•]
Address	[•] [•]
Phone	[•]
Fax	[•]
E-mail	[•]
Contact person for Subscriptions	
Name	[•][•]
Address	[•] [•]
Phone	[•]
Fax	[•]
E-mail (*)	[•]
Contact person for Metering and Measurements	
Name	[•][•]
Address	[•] [•]
Phone	[•]
Fax	[•]
E-mail (*)	[•]
Invoicing	
Contact person	
Name	[•][•]
Phone	[•]
Fax	[•]
E-mail	[•]
Invoice address	
Company	[•]
Address	[•] [•]
VAT no.	[•]

(*) obligatory for confirming subscription applications

Date

Signature of the Access Holder

Appendix 2 ([•]):
Designation of Access Holder, listing of Access Points,
addition of Access Points to an Access Contract (Switching form),
modification of period of validity of Access Points

(see Articles 9 and 10)

This Appendix forms an integral part of the Access Contract with reference [•].

I. Designation of Access Holder by the Grid User and renewal of the Access Holder's designation

1. Designation of Access Holder:

If the Grid User is not his own Access Holder, he shall designate an Access Holder in accordance with Article 9 of the Contract.

The undersigned party (details of the Grid User)

Surname, Forename	[•]
Position	[•]
Phone	[•]
Fax	[•]
E-mail	[•]
Company	[•]
Address Head Office	[•] [•]
Company Registration No.	[•]
VAT No.	[•]

hereby designates the Access Holder mentioned below as Access Holder for his Access Points and for the periods of duration stated below.

The undersigned Party (details of the Access Holder)

Surname, Forename	[•]
Position	[•]
Company	[•]

hereby accepts being Access Holder for the Grid User's Access Points listed below, for period of time stated below.

By this designation, the Access Holder declares that he undertakes to provide the Grid User with a copy of all the Appendices to the Contract relating to the Access Point(s) concerning him, duly filled in and signed by the Access Holder.

If his designation does not fulfil the requirements set in Article 9 of the Contract for the Access Holder of the Closed Distribution System connected to the Elia Grid, the Access Holder declares that he will renounce his designation as Access Holder for the Access Point(s) supplying this Closed Distribution System, as indicated in Appendix 14, as soon as a User of this Closed Distribution System chooses his own supplier, even before the end of his period of designation.

2. Renewal of Access Holder's designation

Ninety calendar days before the period of validity of the Access Points listed in Appendix 2 expires (to that extent that the period of validity of the Access Points concerned permits it), Elia will communicate, by way of information, the procedure described hereafter to the Access Holder and to the Grid User:

- In the absence of communication to Elia, at least thirty calendar days before the period of validity of the Access Points listed in Appendix 2 expires, of the designation of an (new) Access Holder for those Access Points, Elia will

Access Contract	1/3	[•] - [•]
Appendix 2: [•]	V2/2013	
Initialled by Elia	!! For information purposes only !!	Initialled by the Access Holder:
		Initialled by Grid User:

invite the Grid User in writing (e-mail and/or fax) to designate an Access Holder for the Access Point(s) concerned, no later than twenty-one calendar days before the period of validity of the Access Points listed in Appendix 2 expires.

- If there is no response to that invitation, Elia will invite the Grid User in writing (e-mail and/or fax) to become the Access Holder himself for all the Access Points concerning him twenty calendar days before the period of validity of the Access Points listed in Appendix 2 expires. In this case, the Grid User must conclude an Access Contract with Elia and fulfil all the conditions and obligations (including the setting-up of a bank guarantee) provided by that Contract, no later than 11 (eleven) calendar days before the period of validity of the Access Points concerned expires.
- If there is still no response to this new invitation, Elia will send the Grid User a notice of default (by e-mail and/or fax, with a copy to the regulator concerned), ten calendar days before the period of validity of the Access Points listed in Appendix 2 expires, obliging him to become his own Access Holder for all the Access Points concerning him. The notice of default will indicate that the Grid User may still designate a(n) (new) Access Holder for the Access Points concerned before the period of validity of the Access Points listed in the current Appendix 2 expires.
- If the Grid User does not comply with the instructions in this notice of default, Elia may disconnect the Access Point(s) concerned from the date of expiry of their validity. The Grid User shall accept the consequences of that disconnection. Elia will inform the regulator concerned of such disconnection.

The effectiveness of the aforementioned designations remains subordinate to the signature of *ad hoc* contracts and the establishment of the guarantees provided thereunder, from which the present Appendix does not depart.

II. List of Access Points or Requests for Addition of Access Points or modification of the period of validity of Access Points

The Access Holder lists the following Access Points¹

Access Point (EAN-Code)		Name Access Point (Grid User _ Site)		
Address + post code				
Injection and/or offtake Art. 22 (I, O, I/O)	Contractual Voltage Level (*)	First calendar month of Access Holder's Designation ² Art. 23 (month/year)	Last calendar month of Access Holder's Designation ³ (month/year)	Nominal Power Local Production Unit (MW)
[•]		[•]		
[•][•][•][•]				
[•]	[•]	/ 2	/ 3	[•]

- The Access Holder would like to add the following Access Point(s)¹
- The Access Holder would like to modify the period of validity of the following Access Point(s)¹
- The Access Holder would like to modify the nominal power of the Generation Unit of the following Access Point(s)¹
- The Access Holder would like to modify the Injection and/or Off-take characteristics of the following Access Point(s)¹

Access Point (EAN-Code)		Name Access Point (Grid User _ Site)		
Address + post code				
Injection and/or offtake (I, O, I/O)	Contractual Voltage Level (*)	First calendar month of Access Holder's Designation ⁴ (month/year)	Last calendar month of Access Holder's Designation ⁵ (month/year)	Nominal Power Local Production Unit (MW)
[•]		[•]		
[•]				
[•]	[•]	/ 2	/ 3	[•]

¹ Select what is applicable

² Only to be completed in case of 'Switch in' or in case of modification of Injection/Off-take, Contractual Voltage Level or Nominal Power of Local Generation Units

³ To be completed in all cases

⁴ Only to be completed in case of 'Switch in' or in case of modification of Injection/Off-take, Contractual Voltage Level or Nominal Power of Local Generation Unit

⁵ To be completed in all cases

If an Off-take measurement is observed by Elia at an Access Point defined above as being an Injection Point, that point will be considered by Elia as an Injection and Off-take Point from the day when the measurement is observed. If an injection measurement is observed by Elia at an Access Point defined above as being an Off-take Point, that point will be considered by Elia as an Injection and Off-take Point from the day when the measurement is observed.

(*) **Level 1:** on the 380/220/150 kV network

Level 2: at the transformer output to 70/36/30 kV network

Level 3: on the 70/36/30 kV network

Listing the Local Production Unit(s) gives the Access Holder the right to apply for a subscription for Off-take covered by Local Production at the Off-take Point concerned.

Signature of Access Holder:

(Signature of the Grid User⁶):

Date:

Date:

⁶ Initials/signature of the Grid User except for authorisation given in accordance with Appendix 12

Appendix 3: ([•])

Designation and/or change of duration of designation of the Access Responsible Party charged with Off-take and Injection and designation of the corresponding energy supplier

(see Articles 8, 11 and 20)

This Appendix forms an integral part of the Access Contract with reference [•]

This Appendix does not apply to Access Points supplying a Closed Distribution System connected to the Elia Grid as soon as one Closed Distribution System User chooses his own supplier.

I. Designation /change of duration of designation of the Access Responsible Party charged with Off-take and Injection:

Table of Access Points

Access Point (EAN-Code)	Name of Access Point + adress of the site	First calendar month of designation of ARP	Last calendar month of designation of ARP
		(month/year)	(month/year)
[•]	[•] [•] [•]	[•]/[•]	[•]/[•]

With regard to signing Appendices 9, 10 or 11, it is important to understand the terms "Off-take Energy / Injected Energy" in these Appendices as being (net) off-take energy and (net) injected energy.

The Access Responsible Party specified in more detail below is designated by the Access Holder as the Access Responsible Party charged with Off-take and Injection for:

- each Access Point that is included in the Access Contract with the reference: [•]
- each Access Point with the characteristics indicated in the table above

and this Access Responsible Party accepts this designation.

(indicate above whichever applies)

- The Access Holder designates himself as Access Responsible Party charged with Off-take and Injection (he must be listed in the register of Access Responsible Parties kept up to date by Elia).
- To this end, the Access Holder designates the following Access Responsible Party charged with Off-take and Injection (this Access Responsible Party must be listed in the register of Access Responsible Parties kept up to date by Elia).

(indicate above whichever applies)

Company details of Access Responsible Party:

Company	[•]
EIC-Code	[•]
Head office	[•] [•]
Company reg. No.	[•]
VAT No.	[•]
Represented by	[•]

Designation of the corresponding energy supplier:

The supplier specified in more detail below is designated by the Access Holder as the corresponding energy supplier for each Access Point mentioned in the present Appendix.

- The Access Applicant designates himself as the supplier;
- The Access Applicant designates the following supplier for this purpose:

(indicate above whichever applies)

Company details of supplier:

Company	[•]
Head office	[•] [•]
Company reg. No.	[•]
VAT No.	[•]
Represented by	[•]

Any person completing the present Appendix must provide the Grid User concerned with a copy of the present Appendix.

II. Renewal of designation of the Access Responsible Party charged with Off-take and Injection

Ninety calendar days before the period of validity of designation of the Access Responsible Party mentioned in the present Appendix expires (to the extent that the period of validity thereof permits it), Elia will communicate, by way of information, the procedure described hereafter to the Access Holder, the Access Responsible Party and to the Grid User:

- No later than thirty calendar days before the period of validity of the designation of the Access Responsible Party expires, the Access Holder shall inform Elia of the designation of an (new) Access Responsible Party, through the introduction of an Appendix type 3, 3bis or 3ter, duly completed to this end.
- Elia will then communicate this information to the Grid User and the current Access Responsible Party(ies).
If no Access Responsible Party has been designated by ten calendar days before the period of validity of designation of the Access Responsible Party expires, Elia will send the Access Holder concerned¹ a notice of default (by e-mail and/or fax), obliging him to conclude an Access Responsible Party Contract (of which a specimen will be appended to the notice of default) and to fulfil the conditions and obligations specified therein. The notice of default will indicate that the Access Holder concerned² may still designate a (new) Access Responsible Party for the Access Points concerned before the current period of validity for designating the Access Responsible Party expires. A copy of this notice of default will be sent to the regulator concerned and, as the case may be, the Grid User.
If the Access Holder concerned³ does not comply with the instructions in this notice of default, Elia may disconnect the Access Point(s) concerned from the date of expiry of the validity period for designating the Access Responsible Party indicated in the Appendix concerned. Elia will inform the regulator concerned of such disconnection.

The effectiveness of the aforementioned designations remains subordinate to the signature of *ad hoc* contracts and the establishment of the guarantees provided thereunder, from which the present Appendix does not depart.

The signature relates to the designation or modification thereof:

(Signature of Access Holder⁴): _____ Date: _____

Signature of Access Responsible Party charged with Off-take and Injection _____ Date: _____

Signature of corresponding energy supplier: _____ Date: _____

¹ That is, the Access Holder designated for the period extending beyond the expiry date of the period of validity for designating the ARP or the supplier, and in the absence of such designation the Grid User himself.

² Ditto.

³ Ditto.

⁴ Signature of Access Holder except for authorisation given in accordance with Appendix 13.

Appendix 3bis A):
Designation and/or change of duration of designation of the Access
Responsible Party charged with Off-take of the load and designation of the
corresponding energy supplier

(see Articles 8, 11 and 20)

This Appendix forms an integral part of the Access Contract with the reference: [•]

This Appendix does not apply to Access Points supplying a Closed Distribution System connected to the Elia Grid as soon as one Closed Distribution System User chooses his own supplier.

1. Designation /Change of duration of designation of the Access Responsible Party charged with Off-take of the load

Table of Access Points

Access Point (EAN Code)	Name of Access Point + address of site	First month of designation of Access Responsible Party	Last month of designation of Access Responsible Party
		(month/year)	(month/year)

With regard to signing Appendices 9, 10 or 11, it is important to understand the term “Off-take Energy” in these Appendices as being energy taken off by the load.

The Access Responsible Party specified in more detail below is designated by the Access Holder as the Access Responsible Party charged with Off-take of the load for:

- each Access Point that is included in the Access Contract mentioned above;
- each Access Point with the characteristics indicated in the table above;

and this Access Responsible Party accepts this designation.

(indicate above whichever applies)

- The Access Holder designates himself as Access Responsible Party charged with Off-take of the load (he must be listed in the register of Access Responsible Parties kept up to date by Elia).
- To this end, the Access Holder designates the following Access Responsible Party charged with Off-take of the load (this Access Responsible Party must be listed in the register of Access Responsible Parties kept up to date by Elia).

(indicate above whichever applies)

Company details of Access Responsible Party charged with Off-take:

Company	[•]
EIC-Code	[•]
Head office	[•]
Company reg. no.	[•]
VAT no.	[•]
Represented by	[•]

Designation of the corresponding energy supplier:

The supplier defined in more detail below is designated by the Access Holder as the corresponding supplier for each Access Point mentioned in the present Appendix.

- The Access Applicant designates himself as the supplier;
- The Access Applicant designates the following supplier for this purpose.

(indicate above whichever applies)

Company details of supplier company:

Company	[•]
Head office	[•]
Company reg. no.	[•]
VAT no.	[•]
Represented by	[•]

Any person completing the present Appendix must provide the Grid User concerned with a copy of hereof.

2. Renewal of designation of the Access Responsible Party charged with Off-take of the load

Ninety calendar days before the period of validity for designating the Access Responsible Party mentioned in the present Appendix expires (to the extent that the period of validity thereof permits it), Elia will communicate, by way of information, the procedure described hereafter to the Access Holder, the Access Responsible Party and the Grid User:

- No later than thirty calendar days before the period of validity of the designation of the Access Responsible Party expires, the Access Holder shall inform Elia of the designation of an (new) Access Responsible Party, through the introduction of an Appendix type 3, 3bis or 3ter, duly completed to this end.

Elia will then communicate this information to the Grid User and the current ARP(s).

Access Contract
Appendix 3bis A): [•]
Initialed by Elia

2/3
V2/2013
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[•]
[•]

Initialed by the Access Holder:
Initialed by the ARP charged with off-take
of the load:
Initialed by the relevant energy supplier:

- If no Access Responsible Party has been designated by ten calendar days before the period of validity of designation of the Access Responsible Party expires, Elia will send the Access Holder concerned¹ a notice of default (by e-mail and/or fax), obliging him to conclude an Access Responsible Party Contract (of which a specimen will be appended to the notice of default) and to fulfil the conditions and obligations specified therein. The notice of default will indicate that the Access Holder concerned² may still designate a (new) Access Responsible Party for the Access Points concerned before the current period of validity of designation of the Access Responsible Party expires.

A copy of this notice of default will be sent to the regulator concerned and, as the case may be, the Grid User.

If the Access Holder concerned³ does not comply with the instructions in this notice of default, Elia may disconnect the Access Point(s) concerned from the date of expiry of the validity period for designating the Access Responsible Party indicated in the Appendix concerned. Elia will inform the regulator concerned of such disconnection.

The effectiveness of the aforementioned designations remains subordinate to the signature of *ad hoc* contracts and the establishment of the guarantees provided thereunder, from which the present Appendix does not depart.

The signature relates to the designation or modification thereof

(Signature of Access Holder⁴)

_____ Date:

Signature of Access Responsible Party charged with Off-take of the load

_____ Date:

Signature of corresponding energy supplier

_____ Date:

¹ That is, the Access Holder designated for the period extending beyond the expiry date of the period of validity for designating the ARP or the supplier, and in the absence of such designation the Grid User himself.

² Ditto.

³ Ditto.

⁴ Signature of Access Holder except for authorisation given in accordance with Appendix 13.

Access Contract
Appendix 3bis A): [●]
Initialed by Elia

3/3
V2/2013
!! For information
purposes only !!

[●]
[●]

Initialed by the Access Holder:
Initialed by the ARP charged with off-take
of the load:
Initialed by the relevant energy supplier:

Appendix 3bis B):
Designation and/or change of duration of designation of the Access Responsible Party charged with the injection of Local Production and designation of the corresponding energy supplier

(see Articles 8, 11 and 20)

This Appendix forms an integral part of the Access Contract with the reference: [•]
 This Appendix does not apply to Access Points supplying a Closed Distribution System connected to the Elia Grid as soon as one Closed Distribution System User chooses his own supplier.

1. Designation /Change of duration of designation of the Access Responsible Party charged with Injection of Local Production:

Table of Access Points

Access Point (EAN Code)	Name of Access Point + address of site	First month of designation of Access Responsible Party	Last month of designation of Access Responsible Party
		(month/year)	(month/year)
[•]	[•]	[•]	[•]

With regard to signing Appendices 9, 10 or 11, it is important to understand the term “Injected Energy” in these Appendices as being energy injected by Local Production.

The Access Responsible Party specified in more detail below is designated by the Access Holder as the Access Responsible Party charged with Injection of Local Production for:

- each Access Point that is included in the Access Contract mentioned above;
- each Access Point with the characteristics indicated in the table above;

and this Access Responsible Party accepts this designation.

(indicate above whichever applies)

- The Access Holder designates himself as Access Responsible Party charged with Injection of Local Production (he must be listed in the register of Access Responsible Parties kept up to date by Elia).
- To this end, the Access Holder designates the following Access Responsible Party charged injection of Local Production (this Access Responsible Party must be listed in the register of Access Responsible Parties kept up to date by Elia).

(indicate above whichever applies)

Company details of Access Responsible Party charged with Injection of Local Production:

Company	[•]
EIC-Code	[•]
Head office	[•]
Company reg. no.	[•]
VAT no.	[•]
Represented by	[•]

Designation of the corresponding energy supplier

The supplier defined in more detail below is designated by the Access Holder as the corresponding supplier for each Access Point mentioned in the present Appendix.

- The Access Applicant designates himself as the supplier;
- The Access Applicant designates the following supplier for this purpose;

(indicate above whichever applies)

Company details of supplier company:

Company	[•]
Head office	[•]
Company reg. no.	[•]
VAT no.	[•]
Represented by	[•]

Any person completing the present Appendix must provide the Grid User concerned with a copy of hereof.

2. Renewal of designation of the Access Responsible Party charged with injection of Local Production

Ninety calendar days before the period of validity for designating the Access Responsible Party mentioned in the present Appendix expires (to the extent that the period of validity thereof permits it), Elia will communicate, by way of information, the procedure described hereafter to the Access Holder, the Access Responsible Party and the Grid User:

- No later than thirty calendar days before the period of validity of the designation of the Access Responsible Party expires, the Access Holder shall inform Elia of the designation of an (new) Access Responsible Party, through the introduction of an Appendix type 3, 3bis or 3ter, duly completed to this end.

Elia will then communicate this information to the Grid User and the current ARP(s).

- If no Access Responsible Party has been designated by ten calendar days before the period of validity of designation of the Access Responsible Party

expires, Elia will send the Access Holder concerned¹ a notice of default (by e-mail and/or fax), obliging him to conclude an Access Responsible Party Contract (of which a specimen will be appended to the notice of default) and to fulfil the conditions and obligations specified therein. The notice of default will indicate that the Access Holder concerned² may still designate an (new) Access Responsible Party for the Access Points concerned before the current period of validity of designation of the Access Responsible Party expires.

A copy of this notice of default will be sent to the regulator concerned and, as the case may be, the Grid User.

If the Access Holder concerned³ does not comply with the instructions in this notice of default, Elia may disconnect the Access Point(s) concerned from the date of expiry of the validity period for designating the Access Responsible Party indicated in the Appendix concerned. Elia will inform the regulator concerned of such disconnection.

The effectiveness of the aforementioned designations remains subordinate to the signature of *ad hoc* contracts and the establishment of the guarantees provided thereunder, from which the present Appendix does not depart.

The signature relates to the designation or modification thereof.

(Signature of the Access Holder⁴)

_____ Date:

Signature of the Access Responsible Party charged with Injection of Local Production

_____ Date:

Signature of the corresponding energy supplier

_____ Date:

¹ That is, the Access Holder designated for the period extending beyond the expiry date of the period of validity for designating the ARP or the supplier, and in the absence of such designation the Grid User himself.

² Ditto.

³ Ditto.

⁴ Signature of Access Holder except for authorisation given in accordance with Appendix 13.

Access Contract
Appendix 3bis B): [●]
Initialed by Elia

3/3
V2/2013
!! For information
purposes only !!

[●]
[●]

Initialed by the Access Holder:
Initialed by the ARP charged with injection of
Local Generation:
Initialed by the energy supplier:

Appendix 3ter:
Designation and/or change of duration of designation of the Access Responsible Parties charged with Off-take or Injection and designation of the corresponding energy supplier

(see Articles 8, 11 and 20)

This Appendix forms an integral part of the Access Contract with the reference: [•]

This Appendix does not apply to Access Points supplying a Closed Distribution System connected to the Elia Grid as soon as one Closed Distribution System User chooses his own supplier.

1. Designation /Change of duration of designation of the Access Responsible Party charged with monitoring of the (Net) Injected Energy

Table of Access Points

Access Point (EAN Code)	Name of Access Point + address of site	First month of designation of Access Responsible Party	Last month of designation of Access Responsible Party
		(month/year)	(month/year)

With regard to signing Appendices 9, 10 or 11, it is important to understand the term “Off-take Energy / Injected Energy” in these Appendices as being (Net) Off-take Energy and (Net) Injected Energy.

Company details of Access Responsible Party charged with Injection:

Company	[•]
EIC-Code	[•]
Head office	[•]
Company reg. no.	[•]
VAT no.	[•]
Represented by	[•]

This Access Responsible Party is charged with monitoring the (Net) Injected Energy.

He is designated by the Access Holder as the Access Responsible Party charged with Injection for:

- each Access Point that is included in the Access Contract mentioned above;
- each Access Point with the characteristics indicated in the table above;

and this Access Responsible Party accepts this designation.

(indicate above whichever applies)

- The Access Holder designates himself as Access Responsible Party charged with Injection (he must be listed in the register of Access Responsible Parties kept up to date by Elia).
- To this end, the Access Holder designates the Access Responsible Party charged with Injection mentioned above (this Access Responsible Party must be listed in the register of Access Responsible Parties kept up to date by Elia).

(indicate above whichever applies)

This Access Responsible Party declares to have concluded at least one contract of coordination of the Injection of the Production Units for the Access Points mentioned in the table above.

Company details of Access Responsible Party charged with off-take

Company	[•]
EIC-Code	[•]
Head office	[•]
Company reg. no.	[•]
VAT no.	[•]
Represented by	[•]

This Access Responsible Party is in charged with monitoring the (Net) Off-take Energy.

He is designated by the Access Holder as the Access Responsible Party charged with Off-take for:

- each Access Point that is included in the Access Contract with the reference: [•];
- each Access Point with the characteristics indicated in the table above;

and this Access Responsible Party accepts this designation.

(indicate above whichever applies)

- The Access Holder designates himself as Access Responsible Party charged with Off-take (he must be listed in the register of Access Responsible Parties kept up to date by Elia).
- To this end, the Access Holder designates the Access Responsible Party charged with Off-take mentioned above (this Access Responsible Party must be listed in the register of Access Responsible Parties kept up to date by Elia).

(indicate above whichever applies)

Designation of the corresponding energy supplier

The supplier defined in more detail below is designated by the Access Holder as the corresponding supplier for each Access Point mentioned in the present Appendix.

- The Access Applicant designates himself as the supplier;
- The Access Applicant designates the following supplier for this purpose;
(indicate above whichever applies)

Company details of the supplier company

Company	[•]
Head office	[•]
Company reg. no.	[•]
VAT no.	[•]
Represented by	[•]

Any person completing the present Appendix must provide the Grid User with a copy hereof.

2. Renewal of designation of the Access Responsible Party charged with Off-take and of the Access Responsible Party charged with Injection

Ninety calendar days before the period of validity for designating the Access Responsible Party mentioned in the present Appendix expires (to the extent that the period of validity thereof permits it), Elia will communicate, by way of information, the procedure described hereafter to the Access Holder, the Access Responsible Party and the Grid User:

- No later than thirty calendar days before the period of validity of the designation of the Access Responsible Party expires, the Access Holder shall inform Elia of the designation of an (new) the Access Responsible Party, through the introduction of an Appendix type 3, 3bis or 3ter, duly completed to this end.

Elia will then communicate this information to the Grid User and the current the Access Responsible Party.

- If no the Access Responsible Party has been designated by ten calendar days before the period of validity of designation of the Access Responsible Party expires, Elia will send the Access Holder concerned¹ a notice of default (by e-mail and/or fax), obliging him to conclude an the Access Responsible Party Contract (of which a specimen will be appended to the notice of default) and to fulfil the conditions and obligations specified therein. The notice of default will indicate that the Access Holder concerned² may still designate an (new) the Access Responsible Party for the Access Points concerned before the current period of validity of designation of the Access Responsible Party expires.

A copy of this notice of default will be sent to the regulator concerned and, as the case may be, the Grid User.

¹ That is, the Access Holder designated for the period extending beyond the expiry date of the period of validity for designating the ARP or the supplier, and in the absence of such designation the Grid User himself.

² Ditto.

Access Contract
Appendix 3ter: [•]
Initialled by Elia

3/6
V2/2013
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[•]
[•]

Initialled by the Access Holder:
Initialled by the ARP charged with
monitoring of (Net) Off-take Energy:
Initialled by the ARP charged with
monitoring of (Net) Injected Energy:
Initialled by the energy supplier:

- If the Access Holder concerned³ does not comply with the instructions in this notice of default, Elia may disconnect the Access Point(s) concerned from the date of expiry of the validity period of designation of the Access Responsible Party indicated in the Appendix concerned. Elia will inform the regulator concerned of such disconnection.

The effectiveness of the aforementioned designations remains subordinate to the signature of *ad hoc* contracts and the establishment of the guarantees provided thereunder, from which the present Appendix does not depart.

3. Allocations to the balancing perimeters

A. Allocation to the perimeter of the Access Responsible Party charged with monitoring the (Net) Injected Energy

The quantity defined, on a quarter-hourly basis, by the following equation is allocated to the perimeter of the responsibility for access of the Access Responsible Party charged with monitoring the (Net) Injected Energy, for each Access Point:

$$Q_{qh} = \text{Max} [0 ; I_{qh}]$$

where:

Q = value allocated to the perimeter of responsibility for access

qh = quarter-hour

I = (Net) Injected Energy at the Access Point concerned

B. Allocation to the perimeter of the Access Responsible Party charged with monitoring the (Net) Off-take Energy

The quantity defined, on a quarter-hourly basis, by the following equation is allocated to the perimeter of the responsibility for access of the Access Responsible Party charged with monitoring the (Net) Off-take Energy, for each Access Point concerned:

$$Q_{qh} = \text{Max} [0 ; Pr_{qh} * \alpha]$$

where:

Q = value allocated to the perimeter of responsibility for access

qh = quarter-hour

Pr = (Net) Off-take Energy at the Access Point concerned

³ Ditto.

Access Contract
Appendix 3ter: [●]
Initialled by Elia

4/6
V2/2013
!! For information
purposes only !!

[●]
[●]

Initialled by the Access Holder:
Initialled by the ARP charged with
monitoring of (Net) Off-take Energy:
Initialled by the ARP charged with
monitoring of (Net) Injected Energy:
Initialled by the energy supplier:

$\alpha = (1+X)$ (where X is a correction for the grid losses in accordance with Articles 161 and 162 of the Grid Code for Transmission)

Factor X – expressed as a percentage – will be published on Elia’s website and may be modified if necessary on the basis of the losses measured.

The Access Responsible Party charged with monitoring the (Net) Off-take of Energy and the ARP charged with monitoring the (net) injection of Energy must exchange any information necessary, at those Access Points, that would enable the Access Responsible Party charged with injection to present his daily Nomination, as well as to manage his nominated balance in real time and that would enable the Access Responsible Party charged with off-takes to manage his nominated balance in real time.

4. Nominations

The Access Responsible Party charged with monitoring the (Net) Injected Energy will assume the obligations relating to Nominations for all the Off-takes and/or Injections of the Access Point(s) concerned. The Access Responsible Party charged with monitoring the (Net) Injected Energy will nominate in his own name and in the name and on account of the Access Responsible Party charged with monitoring the (Net) Off-take Energy.

In particular, the Nominations that must be submitted in accordance with the contract for the coordination of the production units (established in accordance with articles 198 *et seq* of the Grid Code for Transmission) are Nominations relating to Injection from Local Production.

Similarly, the Nominations relating to the Off-take of the load must be submitted under Appendix 3ter.

The result deriving from the combination of Nominations relating to the Off-take of the load and to Injection from Local Production will be calculated by Elia.

In relation to the evaluation of the Nomination by Elia (as described in the Access Responsible Party Contract):

- if that result represents Injected Power, it will be taken into account in the perimeter of the Access Responsible Party charged with monitoring Injected Energy;
- if that result represents Off-take Power, it will be taken into account in the perimeter of the Access Responsible Party charged with monitoring Off-take Energy.

The result deriving from the combination of Nominations relating to the Off-take of the load and to Injection from Local Production will be made available to the Access Responsible Party(ies), each for that part which concerns them, after the Access Responsible Party charged with monitoring Injection has introduced the Nomination of the Access Point(s) concerned.

Signature of Access Responsible Party charged with monitoring the (Net) Off-take Energy

_____ Date:

Signature of Access Responsible Party charged with monitoring the (Net) Energy Injection

_____ Date:

(Signature of the Access Holder⁴)

_____ Date:

Signature of the corresponding energy supplier

_____ Date:

⁴ Signature of the Access Holder except for authorisation given under Appendix 13.

Access Contract
Appendix 3ter: [●]
Initialled by Elia

6/6
V2/2013
!! For information
purposes only !!

[●]
[●]

Initialled by the Access Holder:
Initialled by the ARP charged with
monitoring of (Net) Off-take Energy:
Initialled by the ARP charged with
monitoring of (Net) Injected Energy:
Initialled by the energy supplier:

Appendix 4: Practical details for subscription

Subscriptions are entered electronically by the Access Holder. Subscriptions may not exceed the Connection Power level of the Access Point according to the applicable contract and the expiry-date for subscriptions must come within the duration of the Contract.

The Access Holder has a choice here between 2 communication platforms:

- a “Business to Customer” (B2C) interface which enables subscriptions to be entered and consulted via Elia’s website;
- a “Business to Business” (B2B) interface, which enables XML messages to be exchanged between Elia’s computer system and that of the Access Holder.

In order to gain access to the B2B and B2C applications, the Access Holder must have a User-ID and a Password. The User-ID and Password can be applied for as follows:

- either via the mailbox of the Customer Service: cs@elia.be;
- or by contacting the Back Office of the Customer Service:

Tel.: +32 (0)2 546 74 88 - Fax: +32 (0)2 546 70 03.

A User-ID and a Password will be allocated within the 5 working days following receipt of the application.

The various subscriptions (annual, monthly; subscriptions for Off-take covered by Local Production) will be given one of the following types of status:

- a subscription which is entered – and this compulsorily before the 19th day of a calendar month at 24:00 prior to the calendar month within which the subscription begins, is given the status **Registered** if it has been registered in the system and if it does not exceed the Connection Power level of the Access Point according to the applicable contract.
- the Access Holder may modify or remove this subscription up to the 19th day of a calendar month at 24:00 prior to the calendar month within which the subscription begins. If the Access Holder removes a subscription already made, this is given the status **Removed**.
- an application to decrease or increase an annual subscription must be submitted before the 19th day (24:00) of the calendar month preceding by two months the calendar month when the subscription begins. This application is given the status **Registered** if it has been registered in the system and if it does not exceed the Connection Power level of the Access Point according to the applicable contract.
- on the 20th of the calendar month prior to the calendar month in which the subscription begins, the subscription is given the status **Effective**.

Elia’s website enables the Access Holder to display his subscriptions on-screen at any time for all the Access Points he has under the present Contract.

Appendix 5:
Contact persons for Elia
(see Article 10, Article 11 and Article 21.2)

For ELIA SYSTEM OPERATOR	
Contact person for Contractual Relations	
Name	Valéry Stembert
Address	Keizerslaan 20 / Boulevard de l'Empereur 20, B-1000 Brussels
Tel.	+32 (0)2 546 73 88
Fax	+32 (0)2 546 70 03
E-mail	valery.stembert@elia.be
Contact person for Subscriptions	
Name	Valéry Stembert
Address	Keizerslaan 20 / Boulevard de l'Empereur 20, B-1000 Brussels
Tel.	+32 (0)2 546 73 88
Fax	+32 (0)2 546 70 03
E-mail	valery.stembert@elia.be
Access Points	
If you have any specific questions concerning the Access Points, you can always contact the account manager responsible. The list of responsible account managers for each Access point is available on the Elia website.	
Invoicing	
Contact person	
Name	Settlement Services
Tel.	+32 (0)2 546 74 74
Fax	+32 (0)2 546 74 64
E-mail	Settlement.Services@elia.be
Invoice address	
Company	Elia System Operator NV/SA
Address	Keizerslaan 20 / Boulevard de l'Empereur 20, B-1000 Brussels
VAT no.	BE 0476.388.378

Green reporting by suppliers	
Contact person	
Name:	Back-Office
Tel.:	+32 (0)2 546 72 36
E-mail:	BackOffice@elia.be
Metering and Measurements	
Contact person	
Name	Metering Services
Tel.	+32 (0)2 546 70 90
E-mail	Metering.Services@elia.be

Appendix 6:
Calculation of Financial Guarantee
(see Article 13.1 and Article 13.2)

The amount of the financial guarantee is the sum of the amounts calculated per Access Point and listed in this Contract in accordance with the following principles. The amount includes VAT.

This amount takes into account the term for power subscription and a term relating to the system operation and ancillary services with regard to Off-takes and a term relating to “the reservation of primary frequency control, of secondary balance control in the Belgian control area and of the tertiary reserve, and the black-start service” with regard to Injections.

- 1) The term relating to the subscribed power for Off-take is determined on the basis of the 11th value (expressed in kW) appearing in the list of quarter-hourly power values measured during the 12 months preceding the Application for Access, it being understood that the values on this list are ranked in decreasing order. This power is multiplied by the Tariff for an annual subscription linked to the contractual voltage level of the Access Point concerned and the result is multiplied by 1/12. The 10 highest peak power levels (quarter-hourly values) are considered not to be representative of the Off-take Power at the Access Point.
- 2) The term relating to the system operation for Off-take and ancillary services is determined on the basis of 1/12 of the Gross Limited Off-take Energy during the 12 months preceding the Application for Access. This energy is multiplied respectively by the system operation Tariff for Off-take and by the Tariff for ancillary services linked to the contractual voltage level where the Access Point concerned is located.
- 3) The term relating to “the reservation of primary frequency control, of secondary balance control in the Belgian control area and of the tertiary reserve, and the black-start service” is determined on the basis of 1/12 of the Gross Limited Injected Energy during the 12 months preceding the Access Application. This energy is multiplied by the Tariff for “the reservation of primary frequency control, of secondary balance control in the Belgian control area and of the tertiary reserve, and the black-start service” at the contractual voltage level where the Access Point concerned is located.

If there are no historical Off-take and/or Injection data for a particular Access Point, the values abovementioned must be determined in joint consultation between Elia and the Access Holder and/or Access Applicant. Based on the metering data, both Parties may apply for and receive a modification of the value in accordance with the calculation method described above from the first calendar month thereafter.

Appendix 7:
Standard Bank Guarantee form
(see Article 13.1)

Bank Guarantee at first request issued by [•] bank for the benefit of [•]

Elia System Operator N.V./S.A., a company established under Belgian law with head office at 1000 Brussels, Keizerslaan 20 / Boulevard de l'Empereur 20, company registration number 0476.388.378.

Our payment guarantee references < > (to be mentioned in all your correspondence);

Our client [•] (name and address of the Belgian client) informs us that he has concluded an Access Contract [•] (**reference and date of the contract**) with you regarding access to the Elia Grid.

That contract provides, among other things, for the issue of an irrevocable bank guarantee, payable at first request in the amount of [•] (**euro and amount in figures**) for the purpose of insuring the payment obligations of our client.

Consequently, we, [•] bank, guarantee you irrevocably and unconditionally the payment of a maximum amount of (**euro and amount in figures**) at your first request and without the option for us to dispute the reasons therefore.

This guarantee takes effect as of today's date.

In order to be valid, any claim on this guarantee must:

- reach us at the latest by [•] (**expiry date of the guarantee**), and
- be accompanied by your written declaration that (name of client) has not fulfilled his obligations in accordance with this Access Contract and has not made the payment(s), notwithstanding that you, as supplier, have provided the services under the contract, and
- be accompanied by a copy of the unpaid invoice(s) and a copy of your notice of default.

If the guarantee is destined for a country abroad/for identification purposes, any request for payment must be made via a bank that confirms that the signature appearing on your claim letter is legally binding upon you.

Without appeal in accordance with the aforementioned conditions or without provision of a guarantee approved by us, this guarantee will be null and void and have no value whatsoever on the first calendar day following [•] (**expiry date of the guarantee**).

This guarantee is subject to Belgian law and only the courts in Belgium shall have jurisdiction to decide on any dispute relating to this guarantee.

Appendix 8: Amounts invoiced for Connections
(see Article 15.3)

Appendix 9:
Percentage allocation to balancing perimeters of Access Responsible Parties
for Access Points belonging to a generating site

(see Articles 8, 11 and 20)

This Appendix forms an integral part of the Access Contract with reference: [•]

(hereinafter, the “Contract”)

This Appendix does not apply to Access Points supplying a Closed Distribution System connected to the Elia Grid as soon as one Closed Distribution System User chooses his own supplier.

Part I: Information about the parties concerned

Company	[•]
(EIC-Code)	[•]
Head office	[•]
Company reg. no.	[•]
VAT no.	[•]
Represented by	[•]

declares that he is the Access Responsible Party charged with the monitoring, as indicated in Appendix 3 to the Contract, of the Access Points listed below, with the following references and belonging to a generating site.

Table of Access Points

Access Point (EAN-code)	Name of Access Point + address of site	Percentage(s) applicable to the Access Responsible Party charged with monitoring
[•]	[•]	[•]

The Access Responsible Party charged with the monitoring of this (these) Access Point(s), declares that he has concluded a contract with another Access Responsible Party, the scope of which being the division, based on fixed percentage(s), of the energy injected and/or taken off at the aforementioned Access Point(s).

This (these) percentage(s) (hereinafter, “Percentage(s)”) is (are) taken into account when allocating the energy injected and/or taken off at the perimeters of access responsibility of the Access Responsible Party charged with monitoring and the Access Responsible Party with whom he shares the energy at those Access Points (hereinafter, the “Access Responsible Party for Shared Energy”).

The Access Responsible Party charged with the monitoring and the Access Responsible Party for Shared Energy are in agreement on this principle.

Company details of Access Responsible Party for Shared Energy:

Company	[•]
(EIC-Code)	[•]
Head office	[•]
Company reg. no.	[•]
VAT no.	[•]
Represented by	[•]

Part II: Designation and references of the Percentage(s)

The Percentage(s) listed in the Table of Access Points is/are fixed throughout the duration of the Contract unless modified. The Percentage(s) may be modified and shall take effect on the first day of each new calendar month, so long as that calendar month comes within the duration of the Contract. An application for modification must be made by sending a new version of this Appendix indicating the modified Percentage(s) to the Customer Service (Back-office), at the latest two working days before the first day of the new calendar month.

If several Access Points relate to the same Generation Unit, then the Percentage(s) must be equal for the same of the Access Points concerned.

Part III: Allocations to the Balancing Perimeters

A: Allocation to the perimeter of the Access Responsible Party charged with the monitoring

The Access Responsible Party charged with the monitoring is obliged to provide the Access Responsible Party for Shared Energy of this (these) Access Point(s) with the necessary information about the value that will be allocated to his perimeter of access responsibility so that the Access Responsible Party for Shared Energy can properly manage his nominated balance and in real time.

The following is allocated for each Access Point concerned to the perimeter of access responsibility of the Access Responsible Party charged with monitoring, on a quarter-hourly basis:

$$Q_{qh} = P * PrI_{qh} * \alpha$$

where:

- Q = value allocated to the perimeter of access responsibility
- qh = quarter-hour
- P = Percentage defined for Access Responsible Party charged with the monitoring of the Access Point concerned
- PrI = Off-take or Injection of energy at the Access Point concerned
- $\alpha = (1+X)$ (where X is a correction for grid losses in accordance with articles 161 and 162 of the Grid Code for Transmission) if PrI concerns an Off-take, otherwise this value is 1. Factor X shall, expressed as a percentage, be published on Elia’s website and may be modified if necessary on the basis of the losses measured.

B: Allocation to the perimeter of the Access Responsible Party for Shared Energy

The following is allocated for each Access Point concerned to the perimeter of access responsibility of the Access Responsible Party for Shared Energy, on a quarter-hourly basis:

$$Q_{qh} = (1 - P) * Pr I_{qh} * \alpha$$

where:

Q = value allocated to the perimeter of access responsibility
qh = quarter-hour
P = percentage defined for Access Responsible Party charged with the monitoring of the Access Point mentioned above
PrI = Off-take or Injection of energy at the Access Point mentioned above
 α = (1+X) (where X is a correction for grid losses in accordance with articles 161 and 162 of the Grid Code for Transmission) if PrI concerns an Off-take, otherwise this value is 1. Factor X shall, expressed as a percentage, be published on Elia's website and may be modified if necessary on the basis of the losses measured.

Part IV: Nominations

The Access Responsible Party charged with the monitoring is responsible for the obligations regarding Nominations for all Off-take and/or Injections at the Access Point(s) concerned. However, for the assessment of the Nominations under the Access Responsible Party Contract of the Access Responsible Party charged with the monitoring and the Access Responsible Party for Shared Energy, Elia will take into account the Percentage(s) as described above.

Part V: Coming into force

This Appendix comes into force on [●]

Signature of the Access Responsible Party charged with the monitoring

Signature of the Access Responsible Party for Shared Energy

Appendix 10:
Fixed-band supplies, ref.: _____ Date: _____
 (see Articles 8, 11 and 20)

This Appendix forms an integral part of the Access Contract with reference [•]

This Appendix does not apply to Access Points supplying a Closed Distribution System connected to the Elia Grid as soon as one Closed Distribution System User chooses his own supplier.

It concerns the case in which the Grid User:

- has concluded supply contracts with several suppliers, and
- the scope of one or more of those supply contracts is for the supply of a fixed quantity of energy(hereinafter, "fixed-band supplies").

for the same Access Point (for which, in accordance with the aforementioned Access Contract, he himself acts as Access Holder or for which he has designated a third party as Access Holder).

This document governs the designation, by the Access Holder, of the Access Responsible Party to which is allocated the relevant fixed-band supply at an Off-take Point, in accordance with Part III b) of the present Appendix, hereinafter referred to as the "Access Responsible Party for fixed band".

Part I: information about the parties concerned

Details of the Grid User:

Surname, Forename	[•]
Position	[•]
Company	[•]
Phone	[•]
Fax	[•]
E-mail	[•]

declares he is the Grid User of the Off-take Points with the following references:

Access Points (Off-take Points) (EAN-code)	Name of Access Point + address of site

The Grid User declares he has concluded a contract with a supplier for fixed-band supplies to the Off-take Points mentioned above, whose references are set out below:

Company details of the supplier company:

Company	[•]
Head office	[•]
Company reg. no.	[•]
VAT no.	[•]
Represented by	[•]

These fixed-band supplies shall be included in the balancing perimeter of the Access Responsible Party (charged with fixed-band supply in accordance with the modalities specified hereafter). This Access Responsible Party for fixed-band supplies agrees with the foregoing.

Company details of [Access Responsible Party charged with fixed-band:

Company	[•]
(EIC-Code)	[•]
Head office	[•]
Company reg. no.	[•]
VAT no.	[•]
Represented by	[•]

Part II: Characteristics of fixed-band supplies

The power supply mentioned hereunder as fixed-band supplies is one which is specified beforehand between the Grid User and the supplier of the fixed-band supplies and is fixed for the period of time described hereunder. The Grid User confirms that the supply of these fixed-band supplies takes place at the Off-take Point mentioned in this Appendix and confirms the quantity and period of time of the fixed-band supplies as indicated hereunder. The Grid User guarantees the accuracy of these details.

The Access Responsible Party charged with fixed-band supplies confirms the fixed-band supplies at a level of

[•] (the value must be expressed in MW)

to be included in his balancing perimeter, in accordance with the modalities specified hereafter and these fixed-band supplies are for the following period:

[•] (start date) from 00:00 up to and including

[•] (end date) to 24:00.

Fixed-band supplies must be for a minimum period of 1 (one) calendar month.

If fixed-band supplies are modified before the end-date mentioned above, a new version of this form must be signed, with the complete new fixed-band supplies mentioned therein, sent to the Customer Service at least 2 (two) working days before the beginning of the modification with the words "Modification to fixed-band supplies" provided in ref.: [●] with date [●].

The Grid User confirms that the Nomination of the Access Responsible Party charged with fixed-band supplies must include the aforementioned value of fixed-band supplies, including grid losses¹. By signing this Appendix, the Grid User is exempted from confirming/entering the Nomination for fixed-band supplies every day.

Part III: Allocations at balancing perimeters

A: Allocation of the monitoring the load at the perimeter of the Access Responsible Party charged with Off-take as determined in Appendix 3, 3bis or 3ter to the Contract.

The Grid User or the Access Holder designated by him is obliged to provide the Access Responsible Party charged with Off-take (or the Access Responsible Party charged with Injection in the case of signature of Appendix 3ter) at this Off-take Point with the information that enables him to enter his daily Nomination, from and throughout the period of designation as Access Responsible Party charged with Off-take (or with Injection in the case of signature of Appendix 3ter) at the aforementioned Off-take Point. When providing this information, account must be taken of the formula below for the monitoring of the load, which may not be negative. The monitoring of the load is calculated with the aid of the following formula:

$$SDC_{qh} = MAX \left(0 ; Pr_{qh} - \sum_{i=NBL} FB_{qh}^i \right)$$

where:

SDC = monitoring of load;
qh = quarter-hour;
Pr = energy taken off from the Off-take Point mentioned concerned;
NBL = number of fixed-band supplies at the Off-take Point concerned;
FB = fixed-band supplies.

This monitoring of the load multiplied by (1+X) (where X is a correction for grid losses in accordance with Articles 161 and 162 of the Grid Code for Transmission) shall be the value that is included in the balancing perimeter of the Access Responsible Party charged with the monitoring. Factor X shall be published, expressed as a percentage, on Elia's website and may if necessary be modified on the basis of the metered losses.

¹ Grid losses: the energy that is lost in the Elia Grid through the physical mechanism known as the 'Joule effect'.

B: Allocation of fixed-band supplies at the perimeter of the Access Responsible Party for fixed-band supplies

If the Off-take Energy for a given quarter-hour at the aforementioned Off-take Point is equal to or greater than the value of the fixed-band supplies as indicated above (or sum of the fixed-band supplies if there is more than one fixed-band supply), the value of fixed-band supplies as indicated above multiplied by (1+X) shall be included in the balancing perimeter of the Access Responsible Party for the fixed-band supply.

If the Off-take Energy for a given quarter-hour at the aforementioned Off-take Point is lower than the value of fixed-band supplies as indicated above (or sum of the fixed-band supplies if there is more than one fixed-band supply), the following will apply:

- if there is only 1 fixed-band supply at the Off-take Point concerned, the Off-take Energy, multiplied by (1+X) will be included in the balancing perimeter of the Access Responsible Party for the fixed-band supply;
- if there are several fixed-band supplies, the Off-take Energy, multiplied by (1+X) will be shared between the fixed-band supplies pro rata to the value of the fixed-band supplies for the quarter-hour concerned. The share of the Access Responsible Party for the fixed-band supply thus obtained will be included in his balancing perimeter.

Signature of the Grid User

Signature of the Access Responsible Party for the fixed-band supply

Signature of the Access Holder (if different from the Grid User)

Signature of the corresponding energy supplier (if different from the Access Responsible Party for the flexible-band supply)

Appendix 11:
Flexible-band supplies, ref.: _____ Date: _____

(see Articles 8, 11 and 20)

This Appendix forms an integral part of the Access Contract with reference [•].

This Appendix does not apply to Access Point(s) supplying a Closed Distribution System connected to the Elia Grid as soon as one Closed Distribution System User chooses his own supplier.

It concerns the case in which the Grid User, for the same Off-take Point (for which, according to the Access Contract, he intervenes himself as Access Holder or for which he has designated a third party as Access Holder), has not only concluded a supply contract with the supplier designated in Appendix 3, 3bis or 3ter of the Access Contract, but also with one or more other suppliers who offer him a flexible-band supply service.

This Appendix governs the designation, by the Access Holder, of the Access Responsible Party to which is allocated the relevant flexible-band supply at an Off-take Point, in accordance with Part III b) of the present Appendix, hereinafter referred to as the "Access Responsible Party for flexible band".

Part I: information about the parties concerned

Details of the Grid User:

Surname, Forename	[•]
Position	[•]
Company	[•]
Tel.	[•]
Fax	[•]
E-mail	[•]

declares he is the Grid User of the Off-take Points with the following references:

Access Point (Off-take Point) (EAN-code)	Name of Access Point + address of site
[•]	[•]

The Grid User declares he has concluded a contract with a supplier for flexible-band supplies to the Off-take Point mentioned above, whose references are set out below:

Company details of supplier company:

Company	[•]
Head office	[•]
Company reg. no.	[•]
VAT no.	[•]
Represented by	[•]

These flexible-band supplies shall be included in the balancing perimeter of the Access Responsible Party for flexible-band in accordance with the modalities specified hereafter. This Access Responsible Party charged with flexible-band agrees with the foregoing.

Company details of Access Responsible Party for flexible-band:

Company	[•]
(EIC-Code)	[•]
Head office	[•]
Company reg. no.	[•]
VAT no.	[•]
Represented by	[•]

Part II: Characteristics of flexible-band supplies

By the present Appendix, the Grid User authorises the Access Responsible Party for flexible band, who accepts, to deposit with Elia, on behalf of the Grid User, by means of a daily Nomination, the values of the flexible band supply (including grid losses¹) as agreed between the Grid User and the supplier and which relate to the balancing perimeter of the Access Responsible Party for flexible band.

The Access Responsible Party for flexible band, by depositing the values of the flexible band supplies (including grid losses) with Elia in his own name and that of the Grid User, confirms and marks his agreement with the accuracy of those values and with the fact that those values will, in accordance with the provisions below, be included in his balancing perimeter.

By signing this Appendix, the Grid User confides the daily process of confirming/submitting a Nomination with the values for flexible-band supplies to the Access Responsible Party for flexible band. He acknowledges the values sent by the Access Responsible Party for flexible band as being decisive for the calculation of the balancing perimeter of the Access Responsible Party for flexible band and for the calculation of the balancing perimeter for the Access Responsible Party for off-take.

Part III: Allocations to balancing perimeters

A: Allocation of the monitoring for the load at the perimeter of the Access Responsible Party charged with Off-take as determined in Appendix 3, 3bis or 3ter of the Contract.

The Grid User or the Access Holder designated by him is obliged to provide the Access Responsible Party charged with Off-take (or the ARP charged with Injection in the case of signature of Appendix 3ter) at this Access Point from and throughout the period of designation as Access Responsible Party charged with Off-take (or with Injection in the case of signature of Appendix 3ter) at the aforementioned Off-take Point, with the following information:

- The data that enable him to enter his Nomination by the deadlines provided in the contract between the Access Responsible Party charged with Off-take

¹ Grid losses: the energy lost on the Elia grid because of a physical mechanism known as the 'Joule effect'.

(or the ARP charged with injection in the case of signature of Appendix 3ter) and the Grid User or the Access Holder designated thereby;

- The information required so that one or more of any flexible-band supplies does/(do) not generate additional imbalances, in real time, for the Access Responsible Party charged with Off-take (or the Access Responsible Party charged with Injection in the case of signature of Appendix 3ter) for the Off-take Point concerned.

Up to 1 January 2009, in the absence of an agreement between the parties concerned, the Grid User, or the Access Holder designated thereby, undertakes to ensure that the use of a flexible-band supply in accordance with the present Appendix does not generate a degradation of the off-take profile of the Off-take Points for which he has designated an Access Responsible Party charged with Off-take in accordance with Appendix 3 or 3bis of the Contract.

When providing this information, account must be taken of the formula below for the monitoring of the load, which may not be negative.

$$SDC_{qh} = \text{MAX} \left(0 ; \text{Pr}_{qh} - \frac{1}{1+X} \sum_{i=NFB} NB_{qh}^i \right)$$

The monitoring of the load is calculated with the aid of the following formula, and this value may not be negative:

$$SDC_{qh} = \text{MAX} \left(0 ; \text{Pr}_{qh} - \frac{1}{1+X} \sum_{i=NFB} NB_{qh}^i \right)$$

where:

- SDC = monitoring of load;
- qh = quarter-hour;
- Pr = energy taken off from the Off-take Point concerned;
- NFB = number of flexible-band supplies at the Off-take Point concerned;
- NB = value(s) of the daily Nomination(s) relating to the flexible-band supply ("flexible band Nomination")
- X = correction for grid losses in accordance with Articles 161 and 162 of the Grid Code for Transmission

This monitoring of the load multiplied by (1+X) will be the value that is included in the balancing perimeter of the Access Responsible Party charged with Off-take. Factor X will be published, expressed as a percentage, on Elia's website and may if necessary be modified on the basis of the metered losses.

B: Allocation of flexible-band supplies to the balancing perimeter of the Access Responsible Party for flexible-band supplies

The Grid User or the Access Holder designated thereby must provide the Access Responsible Party for flexible band at this Off-take Point, from the moment he is designated as Access Responsible Party for flexible band for the said Off-take Point and throughout his tenure, with the data that enable him to enter his daily Nomination.

Account should be taken of the following when providing such data:

- If the Off-take Energy for a given quarter-hour at the Off-take Point concerned, at the Off-take Point under consideration and multiplied by (1+X), is equal to or greater than the value of the flexible-band Nomination (or the sum of the flexible-band Nominations if there is more than one Access Responsible Party for flexible-band supplies), the value of flexible-band Nomination will be included in the balancing perimeter of the Access Responsible Party for the flexible-band supply.
- If the Off-take Energy for a given quarter-hour at the Off-take Point concerned, at the Off-take Point under consideration and multiplied by (1+X), is lower than the value of the flexible-band Nomination (or sum of the flexible-band Nominations if there is more than one Access Responsible Party for the flexible-band supply), the following will apply:
 - if there is only one Access Responsible Party for the flexible-band supply, the Off-take Energy, multiplied by (1+X) will be included in the balancing perimeter of the Access Responsible Party for the flexible-band supply;
 - if there are several Access Responsible Parties for flexible-band supplies, the Off-take Energy taken off from the Off-take Point concerned, multiplied by (1+X) will be divided between the balancing perimeters of the various Access Responsible Parties for flexible-band supplies pro rata to their flexible-band Nomination for the quarter-hour concerned.

Part IV: Commencement and duration

The present Appendix enters into force on ___/___/_____ and is valid until ___/___/_____

Signature of the Grid User

Signature of the Access Responsible Party for flexible-band

Signature of the Access Holder (if different from the Grid User)

Signature of the corresponding energy supplier (if different from the Access Responsible Party for flexible-band)

Appendix 12:
Authorisation relating to Appendix 2 - ([•]) - to the Access Contract, to be given
by the Grid User **Date: [•]**

The contract of _____ [date] between companies

Company	[•]	
Address of head office	[•]	
Company reg. No.	[•]	
VAT No.	[•]	
Surname and forename of the undersigned Party	[•]	
Position	[•]	
Tel.	[•]	
Fax	[•]	
E-mail	[•]	

the Grid User (hereinafter “[X]”),

and

[•], the Access Holder (hereinafter “[Y]”),

with reference _____, stipulates the modalities for determining the start and end-dates of this contract.

In this contract, company [X] chooses to designate company [Y] as Access Holder. To this end, [Y] concludes an Access Contract with the operator of the grid, Elia System Operator N.V./S.A. (hereinafter “Elia”).

Under the present authorisation, Grid User [X] confirms the designation of [Y] as Access Holder and authorises the latter himself to introduce Appendix 2 to the Access Contract “*Designation of Access Holder, listing of Access Points, addition of Access Points to an Access Contract (Switching form), modification of period of validity of Access Points*” duly completed in accordance with Article 9 of this same Contract and himself to make the modifications, if any, to the period of validity of the Access Points in accordance with Article 10 of the Access Contract, under the terms of the contract that binds them.

The Grid User hereby declares and accepts that:

- he has freely chosen, with full knowledge of the matter, to authorise the Access Holder to carry out the aforementioned actions;
- he has studied all the provisions of the Access Contract (available on Elia’s website) and, in particular, Articles 8, 9, 10, 11 and 13 of the Access Contract;

- for the concerned Access Points, the change of designation of the Access Responsible Party may lead to the transfer of the obligations of Access Responsible Party to the Grid User, even to the disconnection of the concerned Access Points (see Appendices 3 to 3ter), in accordance with the Grid Codes;
- it will be the Access Holder who makes the subscriptions in accordance with Appendix 4 for the Access Points concerned;
- the band supply may not be made without the agreement of the Access Holder;
- the Access Holder has access to the data relating to the power and energy levels at the Access Points that concern him.

The present Authorisation is granted by [X] under the aforementioned contract for its entire duration and shall be irrevocable throughout that period.

[Y], in its capacity as Access Holder, guarantees Grid User [X] that it will provide Elia with the original of the present Authorisation once it is signed by the Grid User.

The present Authorisation under no circumstances permits the Access Holder to designate another access holder in any way whatsoever.

Made in [•] on [•]

[•]

[X]

[•]

[Y]

Appendix 13:
Authorisation relating to Appendix 3 to 3ter of the Access Contract, to be given
by the Grid User **Date: [●]**

This Appendix does not apply to Access Points supplying a Closed Distribution System connected to the Elia Grid as soon as one Closed Distribution System User chooses his own supplier.

The contract of _____ [date] between the companies:

_____, the Grid User (hereinafter "[X]"),

and

[●], the Access Holder (hereinafter "[Y]"),

with reference _____ stipulates the modalities for determining the start and end-dates of this contract.

In accordance with this contract, company [Y] chooses to designate the company _____ (hereinafter "[Z]" as Access Responsible Party charged with the monitoring).

Under the present authorisation, Grid User [X] confirms the designation of [Z] as Access Responsible Party charged with the monitoring and authorises the latter himself (that is, without intervention and signature of the Access Holder) to introduce Appendices 3 to 3ter of the Access Contract, relating to the designation and/or modification of the duration of designation of the Access Responsible Party(ies) charged with monitoring, duly completed in accordance with Article 8 of this same Contract and himself to make the modifications, if any, to the period of validity of the Access Responsible Party(ies) charged with the monitoring in accordance with Article 11 of the Access Contract.

The Grid User hereby declares and accepts that:

- he has freely chosen, with full knowledge of the matter, to authorise the Access Responsible Party(ies) charged with the monitoring to introduce and adapt alone all required modifications to Appendices 3 to 3ter of the Access Contract;
- he has studied all the provisions of the Access Contract (available on Elia's website) and, in particular, Articles 8, 9, 10, 11 and 13 of the Access Contract;
- for the concerned Access Points, the change of designation of the Access Responsible Party may lead to the transfer of the obligations of Access Responsible Party to the Grid User, even to the disconnection of the concerned Access Points (see Appendices 3 to 3ter), in accordance with the Grid Codes;
- it will be the Access Holder who makes the subscriptions in accordance with Appendix 4 for the Access Points concerned;
- the band supply may not be made without the agreement of the Access Holder;
- the Access Holder has access to the data relating to the power and energy levels at the Access Points that concern him.

The present Authorisation is granted by [X] under the aforementioned contract for its entire duration and shall be irrevocable throughout that period.

[Z], guarantees Grid User [X] that it will provide Elia with the original of the present Authorisation once it is signed by the Grid User.

The present Authorisation under no circumstances permits the Access Responsible Party to designate another Access Responsible Party in any way whatsoever.

[X] undertakes to provide [Y] with a copy of the present Appendix.

Made in _____ on _____

[X]

[Z]

Appendix 14: Rules agreed between Elia and the Closed Distribution System Operator connected to the Elia Grid, to organise access for Users of the Closed Distribution System

This Appendix is an integral part of the Access Contract with reference [•].

This Appendix designates the Closed Distribution System Operator. It organises the cooperation between the Closed Distribution System Operator and Elia and the operating procedures for access by the Closed Distribution System Users.

The parties to this Appendix are:

the Closed Distribution System Operator

Company	[•]
Head office address	[•]
Company reg. no.	[•]
Represented by	[•]
Position	[•]
Tel.	[•]
Fax	[•]
E-mail	[•]

and

the Access Holder, as designated in Appendix 1 to the Access Contract

and

Elia System Operator N.V./S.A., the Operator of the Elia Grid (hereinafter referred to as “Elia”).

Article 1. Closed Distribution System concerned

The Closed Distribution System Operator shall, at the latest upon the signing of this Appendix, provide Elia with a copy of the designation(s) or official declaration(s) for the Closed Distribution System, pursuant to the applicable legislative or regulatory provisions, the Electricity Act and/or the Electricity Decrees and ordinances. This shall not apply to the Railway Traction Network.

Designation as Closed Distribution System on [•] by the authority [•]

Official declaration as Closed Distribution System on [•] by the authority [•]

The Closed Distribution System Operator shall inform Elia of any significant change or repeal of its designation as Closed Distribution System Operator as soon as possible.

Name of the Closed Distribution System and full address of the site on which the Closed Distribution System¹ is located, as defined in the aforementioned designation or declaration:

Name of the Closed Distribution System	Address of the Closed Distribution System site

Even if the Access Contract covers several Closed Distribution Systems for the same Grid User, this Appendix pertains only to the Closed Distribution System located on the site defined above.

The following Access Point(s) supplies(/supply) the Closed Distribution System connected to the Elia Grid:²

Access Point (EAN Code)	Name of Access Point (Grid user - site)

Article 2. Role and responsibilities of Elia and of the Closed Distribution System Operator

2.1. The Closed Distribution System Operator shall operate the Closed Distribution System independently, pursuant to the Electricity Act and/or the Electricity Decrees and/or Ordinances. Elia shall under no circumstances be held liable for the obligations of the Closed Distribution System Operator regarding the safety, reliability, efficiency and management of the Closed Distribution System.

2.2. If and when the Closed Distribution System Operator concludes contracts with the Closed Distribution System Users, the Access Responsible Parties and suppliers active on the Closed Distribution System respectively and, where necessary, with the Access Holder, the Closed Distribution System Operator shall ensure that such contracts take account of the obligations laid down in this Appendix.

The Closed Distribution System Operator shall in its contracts assert the rights and obligations laid down in the Access and connection contracts concluded with Elia for the Access Point(s) of the Closed Distribution System connected to the Elia Grid.

The Closed Distribution System Operator shall pass on the Elia access and connection invoices and all surcharges and taxes, including the federal contribution, to all the Closed Distribution System Users, on the basis of the tariff principles applicable to this Closed Distribution System. The Closed Distribution System Operator, the Access Holder and/or the Grid User shall at no time avail himself/themselves of this procedure to contest payment of his/their invoices to Elia in full or in part.

2.3. Pursuant to Article 18.2 of the Access Contract, the Closed Distribution System Operator shall safeguard Elia from any third-party claim or action for Damages arising from a fault of the Closed Distribution System Operator or third parties acting in his name and on his behalf committed in connection with the tasks defined in this Appendix.

¹ This does not apply to the Railway Traction Network.

² Identifier as indicated in Appendix 2 to the Access Contract.

Elia shall not be held liable in any way whatsoever for any Damage caused to Access Responsible Parties active in this Closed Distribution System, in case of partial and/or total problems with the metering data and processes and/or allocations in the Closed Distribution System.

Such Damage could occur because of erroneous, poor quality or missing data preventing Elia from sending the invoices to the Access Responsible Parties or from being paid because invoices issued to the Access Responsible Parties are contested due to the fault of the Closed Distribution System Operator.

2.4. If and for as long as no Closed Distribution System User has chosen his own supplier at the time that this Appendix is signed, Elia shall tacitly continue the tasks that it carried out prior to the signing of this Annex, and the performance of the rights and obligations described in this Appendix shall be suspended. The Closed Distribution System Operator may put an end thereto at any time. As soon as a Closed Distribution System User has chosen his own supplier, the Closed Distribution System Operator shall immediately inform Elia thereof. The Closed Distribution System Operator shall assume the tasks and responsibilities described in this Appendix and the Contract as promptly as possible and as defined in the regulations.

Under no circumstances must Elia be held liable for any Damage or inconvenience caused because the tasks/responsibilities of the Closed Distribution System Operator were not complied with.

Article 3. Metering and metering data

3.1. The Closed Distribution System Operator shall, independently from Elia, manage the metering of all the CDS Access Points, whether or not these Closed Distribution System Users have actively chosen a supplier.

He shall be solely liable for the correct value of the metering data of the CDS Access Points to the Closed Distribution System Users, the suppliers and Access Responsible Parties in charge of monitoring the CDS Access Points.

The Closed Distribution System Operator shall, in particular thanks to the metering of the CDS Access Points placed in its Closed Distribution System with such redundancy as it shall define, attribute to the Balance Responsible Parties active in its Closed Distribution System the whole volume of energy taken off and/or injected into the Closed Distribution System by the Closed Distribution System Users, according to the mechanism described in Article 5 of this Appendix, so that the allocation balance shows no non-allocated residual energy.

3.2. The Closed Distribution System Operator must provide the suppliers and Access Responsible Parties responsible for monitoring of the CDS Access Points with the metering data of the CDS Access Points that relate to them.

Elia may ask the Closed Distribution System Operator to provide all such metering data as useful or necessary for fixing the amounts payable to and/or by Elia based on this Contract and/or other contracts concluded by and between Elia and the market players, in particular the Access Responsible Parties active in the Closed Distribution System. The metering data shall in such a case be made available to Elia by the Closed Distribution System Operator in accordance with the frequency and timing indicated by Elia.

Elia reserves the right to place or have placed all metering devices in the Closed Distribution System needed for invoicing or for implementing the Tariffs fixed by CREG. Elia shall in such cases notify the Closed Distribution System Operator of the metering of these generation units and/or loads to establish the allocation referred to in Article 5 of this Appendix.

3.3. Before activating the load-shedding service described in Article 6 of this Appendix, the CDS Access Point that provides the said service to Elia must have an individual metering system,

established in accordance with the metering and metering transmission standards defined by Elia in the load-shedding contract.

The same shall apply to the CDS Access Point(s) for which a CIPU Contract is concluded with Elia.

Article 4. Access Responsible Parties active in the Closed Distribution System

4.1. The task of the Closed Distribution System Operator, as defined in Article 5 of this Appendix, is to allocate all the quarter-hourly energy taken off and/or injected by the Closed Distribution System among all the Access Responsible Parties active in the Closed Distribution System.

The Access Holder of the Closed Distribution System connected to the Elia Grid shall, in such a case, referring to Appendix 14bis, appoint an Access Responsible Party to monitor, where necessary, energy that is by way of exception not allocated in this Closed Distribution System.

4.2. When a Closed Distribution System User chooses a supplier for a CDS Access Point or changes supplier for this CDS Access Point, the Closed Distribution System Operator must obtain the contact details of that supplier and of the corresponding Access Responsible Party from the Closed Distribution System User.

In the event of an Access Responsible Party active for the first time in the Closed Distribution System, the Closed Distribution System Operator shall notify Elia of the name of this new Access Responsible Party at least five business days before its first Nomination for a Closed Distribution System position. All Access Responsible Parties active in the Closed Distribution System are to start operating on the first day of a calendar month.

The Closed Distribution System Operator shall ensure that only an Access Responsible Party that has concluded an Access Responsible Party contract with Elia can be active in the Closed Distribution System and be responsible for monitoring one or more CDS Access Points. Elia shall adapt the balancing perimeter of the Access Responsible Party pursuant to the relevant contract so that the said perimeter includes its position in the Closed Distribution System and that the Access Responsible Party can make the Nominations related to the CDS Access Points it monitors.

4.3. The Closed Distribution System Operator shall hold the access register listing all the CDS Access Points of the Users of its Closed Distribution System, and when the Users choose a supplier, the suppliers and/or Access Responsible Party or Parties responsible for monitoring the said CDS Access Point(s).

The Closed Distribution System Operator shall assume alone the operational and/or contractual management of the Users of its Closed Distribution System, the suppliers active in this Closed Distribution System and the corresponding Access Responsible Parties (switching of Closed Distribution System Users to other suppliers, appointment process and renewal of Access Holders of the CDS Access Points and their Access Responsible Parties, reminders, possible cut-off of Closed Distribution System Users, reconciliation process, etc.).

The appointment of an Access Responsible Party for a CDS Access Point shall create no contractual relationship between a Closed Distribution System User and Elia. The only existing direct contractual and/or operational relations between Elia and specific Closed Distribution System Users are stated in Articles 3.3 and 6 of this Appendix. The Nomination of the energy volume corresponding to a CDS Access Point shall under no circumstances imply that the said CDS Access Point must be listed in the Elia access register.

4.4. Elia and the Closed Distribution System Operator shall notify each other as soon as they become aware of any difficulty encountered by an Access Responsible Party active in the Closed Distribution System that may cause the said Access Responsible Party to end its activities in that Closed Distribution System.

Access Contract
Appendix 14: [●]
Initialled by Elia:

4/9
V2/2013
!! For information
purposes only !!

[●]
[●]
Initialled by the Access Holder:
Initialled by the Closed Distribution System Operator:
Initialled by the ARP:

4.4.1. When an Access Responsible Party terminates its Access Responsible Party contract with Elia, such termination shall enter into force pursuant to the conditions set in Article 9.1 of the Access Responsible Party Contract.

During the 3-month (three-month) period of prior notice stipulated in the Access Responsible Party Contract, the Closed Distribution System Operator shall allocate to the said Access Responsible Party the energy volume of all the CDS Access Points the said Access Responsible Party monitors in the Closed Distribution System, provided they are not attributed to one or more other Access Responsible Parties that meet the conditions of Article 4.2 of this Appendix.

The Closed Distribution System Operator shall inform Elia as promptly as possible, and at the latest by the end of the 3-month (three-month) period of prior notice stipulated in the Access Responsible Party Contract, that all the CDS Access Points the said Access Responsible Party was responsible for monitoring have been attributed to one or more other Access Responsible Parties that meet the conditions of Article 4.2 of this Appendix.

4.4.2. When Elia suspends or terminates the Access Responsible Party Contract of an Access Responsible Party active in the Closed Distribution System, it shall inform the Closed Distribution System Operator without delay, pursuant to Article 9.4 of the said Access Responsible Party Contract.

Elia shall consult all the parties concerned, including the Closed Distribution System Operator, to designate one or more other Access Responsible Parties that meet the conditions of Article 4.2 of this Appendix. The allocation sent by the Closed Distribution System Operator shall include this change of attribution as of the agreed date. Otherwise, section 4.4.4 shall apply.

4.4.3. The Closed Distribution System Operator may notify Elia that an Access Responsible Party in the Closed Distribution System has ended its activity and provide the end date. If the Closed Distribution System Operator continues to allocate energy to that Access Responsible Party beyond that date, section 4.4.4. shall apply.

4.4.4. If no new Access Responsible Party is designated to replace the Access Responsible Party that no longer has an Access Responsible Party contract, pursuant to section 4.4.1 or 4.4.2, or which has ended its activity in the Closed Distribution System, pursuant to section 4.4.3, the Access Responsible Party appointed to monitor the energy not allocated in the Closed Distribution System connected to the Elia Grid shall, in accordance with Article 4.1 of this Appendix, assume responsibility for the energy allocated in its balancing perimeter.

If the allocation sent by the Closed Distribution System Operator does not comply with the change of attribution of the CDS Access Points to one or more other Access Responsible Parties that meet the conditions of Article 4.2 of this Appendix, Elia shall, as soon as this irregularity is detected by one of the parties concerned, consult the Closed Distribution System Operator with a view to making any adjustment required by the UMIG processes and Article 5.3 of this Appendix.

Article 5. Process of allocation by the Closed Distribution System Operator

5.1. Principles

The Closed Distribution System Operator shall, even when the allocation is carried out in his name and on his behalf by a third party, be solely responsible for the correct value, the quality and the accuracy of the allocation of off-take and/or injected power by the Access Point(s) of its Closed Distribution System. The fact that the Closed Distribution System Operator is held liable vis-à-vis Elia shall not discharge him of his obligation to provide Elia with the relevant data at the agreed intervals and times.

The Closed Distribution System Operator shall place the allocation data at Elia's disposal and shall also provide the data needed to suppliers and Access Responsible Parties active in his Closed Distribution System.

Access Contract
Appendix 14: [●]
Initialled by Elia:

5/9
V2/2013
!! For information
purposes only !!

[●]
[●]
Initialled by the Access Holder:
Initialled by the Closed Distribution System Operator:
Initialled by the ARP:

The fact that Elia provides such allocation data to the Access Responsible Parties active in the Closed Distribution System when needed shall not vest the said Access Responsible Parties with any interests or discharge the Closed Distribution System Operator of this obligation.

5.2. Communication of allocation data by the Closed Distribution System Operator to Elia

The Closed Distribution System Operator shall send Elia the quarter-hourly values of injected and/or off-take power in the Closed Distribution System, allocated between the Access Responsible Parties active in that Closed Distribution System.

This is a closed allocation, i.e. an allocation that must distribute all the energy volumes of the Closed Distribution System, including the energy volume constituted by all off-takes and/or injections by Closed Distribution System Users who have not chosen a specific supplier, and losses in the Closed Distribution System.

To enable the Closed Distribution System Operator to allocate its gross energy volume to the Access Responsible Party or Parties in charge of monitoring its injection, each generation unit as of 1 MW situated in the Closed Distribution System has a specific CDS Access Point when the total power installed in the Closed Distribution System exceeds 25 MW.

5.3. Allocation data provision and control

The Closed Distribution System Operator shall make available to Elia the allocation data of its Closed Distribution System approved for month-1 through standard files described in the UMIG documents (available at <http://www.umix.info> or www.atrias.be) on a monthly basis, at the latest 15 business days as of the end of the month.

Elia shall control whether the allocation by the Closed Distribution System Operator corresponds to the Off-take and/or Injection at the Access Point(s) of the Closed Distribution System connected to the Elia Grid. Elia shall communicate the result of this control to the contact person indicated in Article 7 of this Appendix.

This control shall in no way limit the responsibility of the Closed Distribution System Operator to provide a closed and correct allocation within the stipulated time-frame and to contact Elia as soon as it detects a potential problem in the allocation process.

If a difference is detected during or after the control of the allocation, the Closed Distribution System Operator must identify the reason for this difference and notify Elia thereof as soon as possible.

The Closed Distribution System Operator shall assess the importance of the error for the month(s) already reported on the basis of criteria set in the UMIG documents. In accordance with the UMIG rules, the error will be either corrected by means of an allocation rerun or attributed to the Access Responsible Party responsible for the monitoring of the non-allocated energy in the Closed Distribution System, designated in accordance with Article 4.1 of this Appendix.

In the case of a rerun, in accordance with the UMIG rules, the Closed Distribution System Operator shall make the new allocation data available to Elia and the market as soon as possible.

Furthermore, the Closed Distribution System Operator shall, where required, participate in the reconciliation process with the suppliers as described in the UMIG processes, if there is a change in the distribution of energy volumes between Access Responsible Parties for a given allocation.

Article 6. Specific conditions for load-shedding and generation units subject to a CIPU Contract

The provisions of this Article shall apply only to a Closed Distribution System User who wants to offer a load-shedding service directly to Elia or is subject to a CIPU Contract. The option of Elia being

provided with a load-shedding service by the Grid User shall be maintained under the conditions set out in the load-shedding contract.

If a Closed Distribution System User wants to provide a load-shedding service to Elia or if a CDS Access Point is subject to a CIPU Contract, the CDS Access Point of the said Closed Distribution System User must first have an Access Responsible Party, pursuant to Article 4.2 of this Appendix.

Elia may receive the load-shedding service from a Closed Distribution System User once the load-shedding contract has been signed by and between Elia and the Closed Distribution System User, and once the metering systems described in Article 3.3 of this Appendix have been put in place.

When a Closed Distribution System User applies to take part in a tendering process for a load-shedding service, Elia shall notify the Closed Distribution System Operator of this application. The Closed Distribution System Operator shall inform the Closed Distribution System User whether it approves or refuses its application to take part in the load-shedding service to Elia by registered letter within 21 days of receipt thereof.

If the Closed Distribution System Operator does not reply to Elia within 21 days of the date on which the letter of application was received, the Closed Distribution System User's application shall be deemed to have been tacitly accepted by the Closed Distribution System Operator.

The Closed Distribution System Operator may refuse the load-shedding service proposal only with a statement of grounds due to an operational situation that prevents the provision of the load-shedding service such as the configuration of its Closed Distribution System or the possibility of switching this load to another CDS Access Point in the Closed Distribution System.

Article 7. Administrative provisions

7.1. The Closed Distribution System Operator has the following EAN-GLN code:

[•]

7.2. Details of contact persons of the Closed Distribution System Operator.

The details of any additional contact person for one of these information exchanges must be provided directly to the person or to the contact department responsible for this field of activity at Elia, as defined in Appendix 5 to the Access Contract.

Contact person for Contractual Relations	
Name:	[•]
Address:	[•]
Tel.:	[•]
Fax:	[•]
E-mail:	[•]
Contact person for Allocations, Data Exchange and Control	
Name:	[•]
Address:	[•]
Tel.:	[•]
Fax:	[•]
E-mail:	[•]

Invoicing (if applicable)	
Contact person	
Name:	[•]
Address:	[•]
Tel.:	[•]
Fax:	[•]
E-mail:	[•]
Invoice address	
Company:	[•]
Address:	[•]
VAT no.:	[•]

(*) If the address is not mentioned, it is the same as the billing address

Article 8. Entry into force

This Appendix shall enter into force on [•].

Signature of the Closed Distribution System Operator

Signature of Elia

Signature of the Access Holder (if the Access Holder is different from the Closed Distribution System Operator)

Appendix 14bis: Designation and/or change of duration of designation of the Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid

(see Articles 8,11 and 20; Appendix 14)

This Appendix forms an integral part of the Access Contract with the reference: [•]

1. Designation/Change of designation¹ of the Access Responsible Party responsible for monitoring non-allocated energy in a Closed Distribution System connected to the Elia Grid

Name of CDS concerned + Site address	First month of designation of ARP	Last month of designation of ARP
	(month/year)	(month/year)

If the Closed Distribution System has several Access Points to the Elia Grid, these Access Points are listed in Appendix 14. The Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid must be the same for each of these Access Points.

The Access Responsible Party specified in more detail below is designated by the Access Holder as the Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid for all Access Points supplying this Closed Distribution System,

and this Access Responsible Party accepts this designation.

- The Access Holder designates himself as Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid (he must be listed in the register of Access Responsible Parties kept up to date by Elia).
- To this end, the Access Holder designates the following Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid (this Access Responsible Party must be listed in the register of Access Responsible Parties kept up to date by Elia).

(indicate above whichever applies)

Company details of the Access Responsible Party:

Company:	[•]
EIC-Code:	[•]
Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

¹ Cross out sections that do not apply.

Access Contract
Appendix 14bis: [•]
Initialed by Elia:

1/4
V2/2013
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[•]
[•]

Initialed by the Access Holder:
Initialed by the Closed Distribution System Operator:
Initialed by the ARP:

2. Renewal of designation of the Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid

Ninety calendar days before of the Access Responsible Party's designation mentioned in the present Appendix expires (to the extent that the period of validity thereof permits it), Elia will communicate, for information purposes, the procedure described hereafter to the Access Holder, the Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System, and the Closed Distribution System Operator, if necessary²:

- No later than thirty calendar days before the period of validity of the Access Responsible Party's designation expires, the Access Holder shall inform Elia of the designation of a (new) Access Responsible Party, through the introduction of an Appendix 14bis, duly completed to this end.

Elia will then communicate this information to the current Access Responsible Party and the Closed Distribution System Operator, if necessary.

- If no Access Responsible Party has been designated by ten calendar days before the period of validity of designation of the Access Responsible Party expires, Elia will send the Access Holder concerned³ a notice of default (by e-mail and/or fax), obliging him to conclude an Access Responsible Party Contract (of which a specimen will be appended to the notice of default) and to fulfil the conditions and obligations specified therein in order to be designated as the Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System. The notice of default will indicate that the Access Holder concerned may still designate a (new) Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System for the Access Point(s) concerned before the current period of validity of designation of the Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System expires.

A copy of this notice of default will be sent to the regulator concerned and, as the case may be, the Closed Distribution System Operator.

If the Access Holder concerned does not comply with the instructions in this notice of default, Elia may disconnect the Access Point(s) concerned from the date of expiry of the validity period of designation of the ARP indicated in this Appendix. Elia will inform the regulator concerned of such disconnection.

The effectiveness of the aforementioned designations remains subordinate to the signature of *ad hoc* contracts and the establishment of the guarantees provided thereunder, from which the present Appendix does not derogate.

² Indication or signature of the Closed Distribution System Operator if this is not the same legal entity as the Access Holder.

³ That is, the Access Holder designated in Appendices 1 and 2 for the period extending beyond the expiry date of the period of validity for designating the Access Responsible Party and, in the absence of such designation, the Closed Distribution System Operator himself, if need be.

Access Contract
Appendix 14bis: [●]
Initialed by Elia:

2/4
V2/2013
!! For information
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[●]
[●]

Initialed by the Access Holder:
Initialed by the Closed Distribution System Operator:
Initialed by the ARP:

Date: [•]

The signature relates to the designation or modification thereof: [•]

Signature of the Closed Distribution System Operator as designated in Appendix 14²

Signature of the Access Holder³

Signature of the Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid

Appendix 14ter: Allocation (expressed in per cent) to the balancing perimeters of the Access Responsible Parties for the CDS Access Point, relating to a generation unit in the Closed Distribution System that is connected to the Elia Grid

(see Articles 8, 11 and 20; Appendix 14)

This Appendix forms an integral part of the Access Contract with the reference: [•]
(hereinafter, the 'Contract')

Partie I: General information

The Access Responsible Party responsible for monitoring the CDS Access Point(s) listed below declares that he fulfils the conditions set out in Article 4.2 of Appendix 14 of the Contract.

In order to benefit from this Appendix, every generation unit¹ must be associated with a single CDS Access Point and must have concluded a CIPU Contract with Elia.

CDS Access Point(s) concerned

CDS Access Point (EAN Code)	Name of CDS Access Point + Name of Closed Distribution System	% applicable to the Access Responsible Party responsible for monitoring

The Access Responsible Party responsible for the monitoring of this(/these) CDS Access Point(s) (hereinafter "Access Responsible Party responsible for monitoring") declares that he has concluded a contract with another Access Responsible Party, the scope of which being the division, based on a fixed percentage (hereinafter "Percentage"), of the energy injected at the aforementioned CDS Access Point(s).

This Percentage is taken into account when allocating the energy injected at the perimeters of access responsibility of the Access Responsible Party responsible for monitoring and the Access Responsible Party with whom he shares the energy at this(/those) CDS Access Point(s) (hereinafter, the 'Access Responsible Party for Shared Energy').

The Access Responsible Party responsible for monitoring and the Access Responsible Party for Shared Energy agree on this principle.

Company details of Access Responsible Party responsible for monitoring:

Company:	[•]
EIC-Code:	[•]
Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

¹ Every unit within the meaning of the CIPU Contract, if the Generation Unit comprises several machines.

Access Contract
Appendix 14ter: [•]
Initialed by Elia:

1/3
V2/2013
!! For information
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[•]
[•]

Initialed by the Access Holder:
Initialed by the Closed Distribution System Operator:
Initialed by the ARP charged with monitoring:
Initialed by the ARP for Shared Energy:

Company details of Access Responsible Party for Shared Energy:

Company:	[•]
EIC-Code:	[•]
Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

Partie II: Designation and references of the Percentage

The Percentage listed in the table of Access Point(s) is fixed throughout the duration of the Contract unless modified.

The Percentage may be modified and shall take effect on the first day of each new calendar month, so long as that calendar month comes within the duration of the Contract.

An application for modification must be made by sending a new version of this Appendix indicating the modified Percentage to Elia², at the latest two (2) working days before the first day of the new calendar month.

Partie III: Allocation to the Balancing Perimeters

A: Allocation to the perimeter of the Access Responsible Party responsible for monitoring

The Access Responsible Party responsible for monitoring this(/these) CDS Access Point(s) shall provide the Access Responsible Party for Shared Energy with the necessary information about the value that will be allocated to his perimeter of access responsibility so that the Access Responsible Party for Shared Energy can properly manage his nominated balance and in real time. The Access Responsible Party responsible for monitoring does the same with the Closed Distribution System Operator so that he can adequately perform the allocations as described in Appendix 14 of the Contract.

The following is allocated for each CDS Access Point concerned to the perimeter of access responsibility of the Access Responsible Party responsible for monitoring, on a quarter-hourly basis:

$$Q_{qh} = P * Pr I_{qh} * \alpha$$

where:

- Q = value allocated to the perimeter of access responsibility
- qh = quarter-hour
- P = Percentage defined for Access Responsible Party responsible for monitoring of the CDS Access Point concerned
- PrI = Injection of energy at the CDS Access Point concerned
- α = (1+X) (where X is a correction for grid losses in accordance with Articles 161 and 162 of

² The contact person or department responsible for this area of activity at Elia, as set out in Appendix 5 of the Contract.

Access Contract	2/3	[•]
Appendix 14ter: [•]	V2/2013	[•]
Initialed by Elia:	!! For information purposes only !!	Initialed by the Access Holder: Initialed by the Closed Distribution System Operator: Initialed by the ARP charged with monitoring: Initialed by the ARP for Shared Energy:

the Grid Code for Transmission) if PrI concerns an off-take, otherwise this value is 1. Factor X shall, expressed as a percentage, be published on Elia's website and may be modified if necessary on the basis of the losses measured.

B: Allocation to the perimeter of the Access Responsible Party for Shared Energy

The following is allocated for each CDS Access Point concerned to the perimeter of access responsibility of the Access Responsible Party for Shared Energy, on a quarter-hourly basis:

$$Q_{qh} = (1 - P) * Pr I_{qh} * \alpha$$

where:

- Q = value allocated to the perimeter of access responsibility
- qh = quarter-hour
- P = Percentage defined for Access Responsible Party responsible for monitoring of the CDS Access Point concerned
- PrI = Injection of energy at the CDS Access Point concerned
- α = (1+X) (where X is a correction for grid losses in accordance with Articles 161 and 162 of the Grid Code for Transmission) if PrI concerns an off-take, otherwise this value is 1. Factor X shall, expressed as a percentage, be published on Elia's website and may be modified if necessary on the basis of the losses measured.

Partie IV: Nominations

The Access Responsible Party responsible for monitoring assumes the obligations regarding Nominations for all injections at the CDS Access Point(s) concerned.

For the assessment of the Nominations performed by the Access Responsible Party responsible for monitoring and the Access Responsible Party for Shared Energy Elia will take into account the Percentage as described above.

Partie V: Coming into force

This Appendix comes into force on [•]

Signature of the Closed Distribution System Operator

Signature of the Access Holder (if different from the Closed Distribution System Operator)

Signature of the Access Responsible Party responsible for monitoring

Signature of the Access Responsible Party for Shared Energy

Access Contract
Appendix 14ter: [•]
Initialled by Elia:

3/3
V2/2013
!! For information
purposes only !!

[•]
[•]

Initialled by the Access Holder:
Initialled by the Closed Distribution System Operator:
Initialled by the ARP charged with monitoring:
Initialled by the ARP for Shared Energy:

Appendix 15: **Tariff principles and invoicing process**

This Appendix forms an integral part of the Access Contract with the reference: [•]

(hereinafter, the 'Contract')

This Appendix shall be adopted and amended, as the case may be, at the time of the approval of the Tariffs applicable to Access and connection to the Elia Grid, pursuant to Article 15 of this Contract.

Part 1: Tariff principles

The Tariffs currently applied to the Access Holder are the most recent final Tariffs approved or imposed by CREG; they are described below.

Said Tariffs are published by CREG on its website (www.creg.be) and by Elia, for information purposes, on its website (www.elia.be).

1.1. Tariffs applicable to Access to the Elia Grid

Tariffs for Access to the Elia Grid comprise Tariffs for use of the Elia Grid and Tariffs for ancillary services.

1.1.1. Tariffs for use of the Elia Grid

The **first category** of Tariffs for use of the Elia Grid are the Tariffs for use of the Elia Grid applicable to power and are based on the Off-take of subscribed power by Grid Users and the Off-take of additional power.

a) Tariff for power subscription for Off-take

The Tariff for power subscription for Off-take is applied for each Access Point to the power subscribed by the Access Holder. The Tariff is based on the subscription formula, specifically depending on whether the formula is the standard formula or the 'Day / Night and Weekend' formula.

For both the subscription formulas, annual subscriptions are invoiced monthly at one-twelfth of the Tariff for the yearly subscribed power. The Tariff varies depending on the group of customers.

The Tariff for monthly subscribed power depends on the group of customers and the Tariff periods:

- for the standard subscription formula:
 - peak hours, off-peak hours and weekends
 - winter and summer
- for the 'Day / Night and Weekend' subscription formula:
 - day and 'night and weekend'
 - winter and summer.

Tariff reductions depend on the presence or absence of a mobile load and the presence of a Local Production Unit that can call on the Elia Grid for an emergency generation reserve.

b) Tariff for additional power for Off-take

The Tariff for additional power for Off-take on a yearly basis is applied to the annual peak of the quarter-hourly power taken off at an Access Point for a period of 12 consecutive calendar months.

The Tariff for additional power for Off-take on a monthly basis is applied when the measured (Net) Off-take Power at a given Access Point is greater than the subscription in force for that Access Point, i.e. the sum of yearly and/or monthly subscriptions in force, based on the applicable Tariff.

For each Off-take Point with which a Local Production is associated, the Tariff for additional power for Off-take on a monthly basis applies when the Off-take Power at the given Access Point is greater than the subscription in force for said Access Point, i.e. the sum of:

- the yearly subscription in force; and
- the monthly subscriptions in force; and
- the subscription for Off-take covered by Local Production in force.

For each Off-take Point with which a Local Production is associated, the Tariff for additional power for Off-take on a monthly basis also applies when the Off-take Power is greater than the sum of the yearly subscription and the monthly subscription and is less than said sum plus the threshold determined in accordance with Article 14.3 of the Contract.

The **second category** of Tariffs for use of the Elia Grid are Tariffs for use of the Elia Grid applicable to Energy and are based on the Gross Limited Off-take Energy.

a) Tariff for system management for Off-take

The Tariff for system management for Off-take depends on an Elia Grid User's Gross Limited Off-take Energy on a quarter-hourly basis and on the group of customers.

1.1.2. Tariffs for ancillary services

The Tariffs for ancillary services are based on the Gross Limited Off-take Energy, the Gross Limited Injected Energy or the (Net) Off-take Energy.

a) Tariff for the reservation of primary frequency control, the reservation of the secondary control of the balance in the Belgian control area, the reservation of the tertiary reserve and the black-start service

The Tariff for the reservation of primary frequency control, the reservation of the secondary control of the balance in the Belgian control area, the reservation of the tertiary reserve and the black-start service depends on the Gross Limited Injected or Off-take Energy on a quarter-hourly basis for each Access Point.

b) Tariff for voltage control and for Reactive Power

The Tariff for the right to a fixed quantity Off-take for a quantity of reactive energy, as indicated in Article 209(4) and (5) of the Grid Code for Transmission, depends on the Gross Limited Off-take Energy on a quarter-hourly basis for each Access Point and on the group of customers.

The Tariff for exceeding the fixed quantity of reactive energy applies to the difference, on a quarter-hourly basis, between the Off-take of reactive energy and the fixed quantity indicated in Article 209(4) of the Grid Code for Transmission, insofar as said difference is positive. Said Tariff is expressed in €/MVA_h and depends on the mechanism (inductive or capacitive), on the group of customers and on the Tariff period (peak hours, off-peak hours, weekends).

c) Tariff for congestion management

The Tariff for congestion management depends on the (Net) Off-take Energy on a quarter-hourly basis for each Access Point.

d) Tariff for the compensation of losses of active energy in the Elia Grid

The Tariff for the compensation of losses of active energy in the Elia Grid depends on the (Net) Off-take Energy on a quarter-hourly basis for each Access Point, on the group of customers and on the Tariff period:

- peak hours, off-peak hours and weekends;
- winter and summer.

1.2. Tariff for connection to the Elia Grid

This part of the Tariffs is covered by Article 15.3 of the Contract. It relates to Tariffs for connection to the Elia Grid for Grid Users directly connected to the Elia Grid.

1.3. Tariff for public service obligations

This part of the Tariffs is covered by Article 15.5 of the Contract. It covers the costs of the public service obligations that are imposed on Elia by the relevant authorities and that are not directly associated with the operation of the Elia Grid or which are not strictly necessary therefor.

1.4. Tariffs for public services obligations, levies and surcharges and VAT due from the Access Holder

This part of the Tariffs is covered by Article 15.4 of the Contract. It covers any levies and surcharges (including duties, taxes, contributions of any kind and other surcharges, pursuant to any law or regulation) which have not already been included in the other Tariffs.

Part 2: Invoicing

Each month, Elia sends the Access Holder, during the calendar month M, an invoice covering the month following the current calendar month M (i.e. month M+1). Also during that same month, Elia sends out a second invoice making rectifications for the month preceding the current calendar month M (i.e. month M-1).

2.1. Basic invoice

The basic invoice covers the calendar month M+1 and contains:

1. For use of the Elia Grid

1.1. For the subscribed power and additional power:

- the term for power subscriptions for Off-take;
- the term for power subscriptions for Off-take covered by a Local Production Unit;
- the prepayment for the term based on the additional Off-take Power on an annual basis.

The prepayment is calculated on the basis of 90% of the additional Off-take Power on an annual basis, recorded during the 12 calendar months prior to the calendar month M.

1.2. For the system operation:

- the prepayment for the system management for Off-take.

The prepayment is calculated on the basis of 90% of the Gross Limited Off-take Energy calculated for the calendar month M-1 for the Access Points for which the Access Holder has been given Access to the Elia Grid under the Contract. For the first two invoices relating to the prepayment for system operation, Elia will take as basis a monthly estimate of the Gross Limited Off-take Energy for each Access Point.

2. For ancillary services

- the prepayment for ancillary services indicated below:
 - the reservation of primary frequency control, the reservation of the secondary control of the balance in the Belgian control area, the reservation of the tertiary reserve and the black-start service; this prepayment applies to Off-takes and to Injections;
 - voltage control and control of Reactive Power; this prepayment applies to Off-takes.

The prepayment is calculated on the basis of 90% of the Gross Limited Off-take Energy and the Gross Limited Injected Energy calculated for the calendar month M-1 for the Access Points for which the Access Holder has given granted Access to the Elia Grid under the Contract. For the first two invoices related to the prepayment for the aforementioned ancillary services, Elia will take as basis a monthly estimate of the Gross Limited Off-take Energy and of the Gross Limited Injected Energy for each Access Point.

- the prepayment for the ancillary services indicated below (applicable to Off-takes);
 - congestion management;
 - compensation of active energy losses in the Elia Grid.

The prepayment is calculated according to the same method as abovementioned for system operation, whereby it is understood that the (Net) Off-take Energy will be used as the basis for invoicing for these services, thereby replacing the Gross Limited Off-take Energy for each Access Point.

The basic invoice will be sent out after the twentieth day of the calendar month M.

2.2. Second invoice

The second invoice is an adjustment relating to calendar month M-1 and includes:

- the calculation for system operation based on the Gross Limited Off-take Energy of calendar month M-1, minus the prepayments for system operation relating to the same month M-1;
- the account for ancillary services, based respectively, in accordance with the applicable Tariffs, on the Gross Limited Off-take Energy and on the Gross Limited Injected Energy or on the (Net) Off-take Energy of calendar month M-1, less the prepayments for ancillary services relating to the same month M-1;
- the calculation for the term based on the additional Off-take Power taken off on an annual basis.

This calculation is made on the basis of the maximum Off-take Power on an annual basis, recorded during the 12 calendar months prior to calendar month M, less the prepayments made for this term in relation to the calendar month M-1;

- the amount of the surcharges;
- as the case may be, the term for additional Off-take Power on a monthly basis;
- as the case may be, the term for exceeding the Reactive Power.

The second invoice will be sent out during the course of calendar month M.