

Access Responsible Party Contract (ARP Contract)

!! FOR INFORMATION PURPOSES ONLY !

Contract reference: [•]

between:

ELIA SYSTEM OPERATOR N.V./S.A., a company established under Belgian law, whose registered offices are located at Keizerslaan 20/Boulevard de l'Empereur 20, 1000 Brussels, company registration number 0476.388.378, validly represented by [•][•][•] and **Mr David Zenner**, in their respective capacities of [•] and **Customer Relations Manager**,

referred to hereinafter as "Elia",

and

[•][•], a company established under [•] law, whose registered offices are located at [•][•][•],[•][•],[•], company registration number [•], validly represented by [•][•][•] and [•][•][•], in their respective capacities of [•] and [•],

referred to hereinafter as "ARP".

Elia and ARP may also each be referred to as "the Party" or jointly as "the Parties".

Whereas:

Elia owns or at least has the right to use or operate the largest part of the Belgian transmission grid;

Elia has been officially designated as the transmission system operator;

ARP has expressed its willingness to become an Access Responsible Party according to the terms and condition of this Contract;

ARP understands the importance for the safety and reliability of the Elia Grid of complying with all of its balancing responsibilities, as defined below in this Contract, at all times during the fulfilment of this Contract;

the Parties understand that this Contract is not a contract granting ARP access to the Elia Grid;

the following points have been agreed:

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SECTION I: Definitions and subject of the Contract

1 Definitions

Except where there is further specification aimed at application for the purposes of the Contract, and without ignoring the stipulations of public order, the concepts 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 included for the purposes of the Contract in the sense of these statutory or regulatory definitions.

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

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

“Access Point”: an Injection Point and/or an 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 by the term "balance responsible party";

“Access Responsible Party associated with a Flexibility Service Provider” or **“ARFsp”**: the Access Responsible Party responsible for the volumes of energy allocated to the Flexibility Service Provider, for the duration of the activation, in its Balancing Perimeter and, in the case of a Transfer of Energy, also for the allocated delivered energy as a result of the Transfer of Energy in its Balancing Perimeter;

“Access Responsible Party associated with an Offshore Interconnector” or **“ARPO.I.”**: the owner of an Offshore Interconnector, except for the system operator, who signs an Access Responsible Party contract. An ARPO.I. is in particular responsible for the Active Power allocated to it in relation to the Offshore Interconnector Connection Point of this Offshore Interconnector in its Balancing Perimeter. The ARPO.I. cannot have any other physical Off-take or Injection (i.e. an Off-take or Injection Point on the Elia Grid, a distribution Injection or Off-take or a Closed Distribution System Injection or Off-take) allocated in its Balancing Perimeter other than the Offshore Interconnector Connection Point of the Offshore Interconnector of which it is the owner;

“Act of 2 August 2002”: the Act of 2 August 2002 on combating late payments in commercial transactions, as amended from time to time;

“Active Power”: the electrical power that can be converted into any other forms of power, such as, for instance, mechanical, thermal and acoustic power. The value of Active Power is equal to $3xUxI \cos \varphi$, where 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 (angle) between the fundamental components of voltage wave and power wave;

“Appendix”: an appendix to the Contract;

“Balancing Perimeter”: any Off-take and Injection allocated to ARP as defined in Article 11 of this Contract;

“Balancing Service”: as defined in Article 2(3) of Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing;

“Balancing Service Provider” or “BSP”: as defined in Article 2(6) of Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing;

“Band Supply”: the Active Power by quarter-hour basis for an Off-take Point that has been nominated by an Access Responsible Party, and confirmed by the Grid User concerned. ARP's Balancing Perimeter is adjusted for all relevant Band Supplies. The specifications for Band Supplies are described in the access contract;

“Banking Days”: the working days of the banking sector in Belgium;

“BE-GB Day-Ahead Nomination Rules”: nomination rules for explicit Physical Transmission Rights for Day-Ahead applying to the BE-GB Border, approved by CREG and as published on Elia's website;

“Bidding Zone”: the maximum extent of the geographic region where Access Responsible Parties may exchange energy without resorting to International Exchanges at the Borders;

“Border”: the junction point(s) between the Scheduling Area operated by Elia and another foreign Scheduling Area, whereby the said point(s) may be used for an International Exchange;

“CCP” or “Central Counterparty”: within the meaning of Regulation (EU) 2015/1222 of 24 July 2015, namely an entity appointed by a Market Operator to enter into contracts with market participants, by renewing of the contracts resulting from the matching process, and of organising the transfer of net positions resulting from capacity allocation with other CCPs or Shipping Agents;

“CDS”: acronym for “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;

“Channel Region Long-Term Nomination Rules”: nomination rules for Physical Transmission Rights for the Borders of the Channel Region Bidding Zone determined in accordance with Article 36 of Commission Regulation 2016/1719 of 26 September 2016;

“CIPU Contract”: Contract for the Coordination of the Injection of Production Units, as defined in Article 1 of the Grid Code for Transmission;

“CIPU Technical Unit”: a Technical Unit that is included in a valid CIPU Contract;

“Closed Distribution System”: the closed distribution system (or, according to the Electricity Act and the electricity decrees and/or ordinances, closed industrial system or closed professional system) is the grid directly connected to the Elia Grid and recognized by the relevant authorities as a Closed Distribution System;

“Closed Distribution System Injection Position”: energy injected on a quarter-hour basis that is allocated to the Balancing Perimeter of an Access Responsible Party by a Closed Distribution System Operator connected to the Elia Grid;

“Closed Distribution System Off-take Position”: energy off-take on a quarter-hour basis that is allocated to the Balancing Perimeter of an Access Responsible Party by a Closed Distribution System Operator connected to the Elia Grid;

“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 Position”: energy on a quarter-hour basis that is allocated to the Balancing Perimeter of an Access Responsible Party by a Closed Distribution System Operator connected to the Elia Grid;

“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;

“Concessionary”: a Grid User who also holds a grant (or several grants) of public property issued in accordance with Article 6 of the Electricity Act with a view to building and operating wind electricity production facilities in offshore areas falling under Belgian jurisdiction;

“Contract”: this Access Responsible Party contract concluded between Elia and ARP;

“Counterparty”: the Access Responsible Party with whom an Internal Commercial Trade is performed;

“CREG”: Commission for Regulation of Electricity and Gas;

“Day D”: any calendar day for which the implementation of a Nomination is scheduled;

“Day D+1”: the calendar day after D Day;

“Day D-1”: the calendar day before D Day;

“Day-Ahead Import and/or Export”: an International Exchange between another Scheduling Area and the Scheduling Area operated by Elia, for which the Nomination has been submitted to Elia no later than Day D-1, in accordance with the provisions of the Contract;

“Day-Ahead Internal Commercial Trade”: an Internal Commercial Trade for which the Nomination must be submitted to Elia by the Access Responsible Parties at the latest on Day D-1, in accordance with the provisions of this Contract;

“Day-Ahead Nomination”: a table containing a series of data such as the characteristics of an access to the Elia Grid for a specific Day D, including the quantity of Active Power per unit of time to be injected and/or to be taken off, submitted by ARP to Elia at the latest on Day D-1, in accordance with the provisions of the Contract. Specifically for the BE-GB Border, a Day-Ahead Nomination must be submitted by ARP in the RNP for explicit Physical Transmission Rights. For implicit Day-Ahead Nominations, Elia and the RNP Operator will ensure that the Import and/or Export Nominations nominated on behalf of the Shipping Agent at the BE-GB Border are directly integrated into the Balancing Perimeter of the Shipping Agent;

“Delivered Volume”: as defined in the Transfer of Energy Rules;

“Delivery Point”: a point on an electricity grid or within the electrical facilities of a Grid User where a Balancing Service or Strategic Demand Reserve is delivered – this point is associated with a metering that enables Elia to control on and assess the delivery of the service;

“Distribution Off-take Position”: the energy allocated on a quarter-hourly basis to the Balancing Perimeter of an Access Responsible Party by a distribution system operator, other than Elia, which is part of the Belgian control area;

“Effective Delivery”: the effective delivery of the Strategic Demand Reserve or the Strategic Generation Reserve, which starts at the time when the target (meaning the expected power level) is deemed to have been reached and ends at the time indicated by Elia as the end of the activation, as defined in the functioning rules for strategic reserves, in accordance with Article 7septies (1) and (2) of the Electricity Act;

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

“Elia Grid”: the electricity grid for 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;

“Energy Off-take Distribution Off-take Position”: the energy off-take allocated on a quarter-hour basis to the Balancing Perimeter of an Access Responsible Party by a distribution system operator, other than Elia, which is part of the Belgian control area;

“Export”: an International Exchange from the Scheduling Area operated by Elia to another Scheduling Area;

“Flexibility Service Provider” or **“FSP”**: as defined in Article 2, paragraph 64 of the Electricity Act. If the FSP provides Balancing Services, it acts as Balancing Service Provider as defined in Article 2 (6) of Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing;

“Gate”: the limit Hour (time) that indicates the end of the Intraday Import and/or Export trading in accordance with the rules mentioned in Appendix 1 to the Contract; The list of Gates relating to the Borders is published on Elia’s website;

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

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

“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;

“Harmonised Auction Rules (EU HAR)”: the European rules setting the terms and conditions for allocation of available Long-term Transmission Right by explicit auctions in both directions for a Border;

“Head of the Pool”: the Access Responsible Party designated as the head of the pool by one or more other Access Responsible Parties in the pooling agreement concluded between them and based on which they will be charged for their total Imbalance by Elia;

“Hour”: the normal hour of the day in the Belgian time zone, or a duration of sixty (60) minutes;

“Imbalance”: the difference per quarter-hour between the total Injection into the Elia Grid belonging to ARP's Balancing Perimeter and the total Off-take from the Elia Grid belonging to ARP's Balancing Perimeter, as described in Appendix 3;

“Import”: an International Exchange from another Scheduling Area to the Scheduling Area operated by Elia;

“Injected Energy Distribution Off-take Position”: the injected energy allocated on a quarter-hourly basis to the Balancing Perimeter of an Access Responsible Party by a distribution system operator, other than Elia, which is part of the Belgian control area;

“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, other in the case of a net injection; or
- by means of an Import; or
- by means of an Internal Commercial Trade (“purchase” – “buyer”); or
- allocated at an Offshore Interconnector Connection Point;

“Injection Point”: the physical location and voltage level of each point from which power is injected into the Elia Grid and for which access to the Elia Grid is granted to the Access Holder in accordance with the access contract;

“Internal Commercial Trade”: a transfer of energy within the Elia control area between ARP and another Access Responsible Party which has been authorised by Elia to exchange energy on a bilateral basis, for which a Nomination has to be submitted to Elia by said Access Responsible Parties in accordance with this Contract. Any reference to an Internal Commercial Trade in this Contract covers both Day-Ahead Internal Commercial Trade and Intraday Internal Commercial Trade;

“International Exchange”: an international exchange of a given volume of electricity between the Scheduling Area operated by Elia and another Scheduling Area, linked to a Physical Transmission Right, for which a Nomination must be submitted to Elia in accordance with the provisions of the Contract;

“Intraday Import and/or Export”: an International Exchange between another Scheduling Area and the Scheduling Area operated by Elia, for which the Intraday Nomination has been submitted to Elia in accordance with the provisions of the Contract;

“Intraday Internal Commercial Trade”: an Internal Commercial Trade for which the Nomination must be submitted to Elia by the Access Responsible Parties at the latest on Day D+1, in accordance with the provisions of this Contract;

“Intraday Nomination”: a table containing a series of data such as the characteristics of an access to the Elia Grid for a specific Day D, including the quantity of Active Power per unit of time to be injected and/or to be taken off. These series of data are either submitted by ARP to Elia or have been integrated in its Balancing Perimeter by Elia on behalf of ARP on an intraday basis or at the latest on Day D+1, in accordance with the provisions of the Contract. Every time that Intraday Nomination(s) by ARP and/or submitting of these Intraday Nomination(s) by [ARP] are mentioned, this refers not only towards the series of data that are submitted by ARP to Elia but also to those integrated in the Balancing Perimeter by Elia on behalf of ARP, except if stated otherwise. Specifically for the BE-GB Border, Elia and the RNP Operator will ensure that the Import and/or Export Nominations nominated on behalf of the Shipping Agent at the BE-GB Border are directly integrated into the Balancing Perimeter of the Shipping Agent;

“Load Off-take”: in the case of Local Production, the active power drawn by the load(s) associated with the Access Point in question;

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

“Long-term Transmission Right”: right allocated for the long term via explicit auctions by an auction platform and subject to the European Harmonised Auction Rules (EU HAR). Depending on the product indicated in the auction specifications, this may be a right which:

- either provides the possibility of an International Exchange of Active Power between the Bidding Zone operated by Elia and another Bidding Zone, linked to a Physical Transmission Right, for which a Nomination must be submitted to Elia in accordance with the Nomination rules. If use is not made of this possibility, a payment based on the price differential between the Bidding Zone operated by Elia and another Bidding Zone defined by the Market Coupling will be issued;
- or does not allow a physical delivery between the Bidding Zone operated by Elia and another Bidding Zone but does confer the right to receive a payment based on the price differential between the Bidding Zone operated by Elia and another Bidding Zone defined by the Market Coupling;

“Market Coupling”: the coupling mechanism of the electricity power exchanges in various Bidding Zones by means of the day-ahead Multi-Regional Coupling (MRC), or, once applicable, by means of Single Day-Ahead Coupling pursuant to Commission Regulation (EU) 2015/1222 of 24 July 2015;

“Market Operator” or **“NEMO”** (**“Nominated Electricity Market Operator”**): a company that meets the conditions laid down in the Royal Decree Exchange or a nominated electricity market operator pursuant to Commission Regulation (EU) 2015/1222 of 24 July 2015;

“Nomination Participation Agreement”: agreement that an Access Responsible Party must have concluded with the RNP Operator in order to be able to nominate the Physical Transmission Rights that it has obtained for the BE-GB Border via the explicit auctions as either Import or Export;

“Nomination”: Day-Ahead Nomination and/or Intraday Nomination;

“Non-CIPU Technical Unit”: a Technical Unit that is not included in a valid CIPU Contract;

“Offshore Interconnector Connection Point”: physical location and voltage level at which an Offshore Interconnector is connected to the Elia Grid and at which the Active Power injected into or taken from the Elia Grid via this Offshore Interconnector is metered with the purpose of allocating the Active Power required to calculate the imbalance of the ARP_{O.I.} associated with this Offshore Interconnector;

“Offshore Interconnector”: offshore interconnector as defined in Article 2, paragraph 55 and in line with Article 9bis of the Electricity Act;

“Offshore Operational International Exchange”: exchange of energy via an Offshore Interconnector due to the implementation of an operational agreement between Elia and other transmission system operators;

“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, in the case of a net off-take; or
- by means of an Export; or
- by means of an Internal Commercial Trade (“sale” – “seller”); or

- allocated at an Offshore Interconnector Connection Point;

“Off-take Point”: the physical location and the 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 access contract;

“Ordered Volume”: the volume of energy requested by Elia during an activation of flexibility as part of the provision of ancillary services;

“Physical Transmission Right”: Import or Export capacity allocated by explicit or implicit auctions according to the rules set out in Appendix 1 to the Contract;

“Provider of non-reserved tertiary control power from non-CIPU Technical Units”: any natural or legal person supplying the Elia Grid with non-reserved tertiary control power from non-CIPU Technical Units, in aggregated or non-aggregated form, in order to contribute to the balancing of the Belgian control area;

“Provider of reserved tertiary control power from non-CIPU Technical Units”: any natural or legal person supplying the Elia Grid with reserved tertiary control power from non-CIPU Technical Units, in aggregated or non-aggregated form, in order to contribute to the balancing of the Belgian control area;

“Ramp-Down”: the phase during which the total volume of the Strategic Demand Reserve should be reduced based on the activation requested by Elia, and which is defined in the contract concluded between the supplier of the Strategic Demand Reserve and Elia;

“Regional Nomination Platform” or “RNP”: nomination system in which the Import and/or Export for the BE-GB Border for an ARP must be nominated. For this BE-GB Border, the Import and/or Export Nominations must be entered 1) by the Access Responsible Parties which have also acquired the required Physical Transmission Rights for this BE-GB Border and have signed a Nomination Participation Agreement with the RNP Operator; 2) for the Day-Ahead and Intraday Import and/or Export related to the implicit market coupling on this BE-GB Border for which Elia and the RNP Operator will ensure that the Nominations are entered on behalf of the Shipping Agent and; 3) where applicable, when performing an Offshore Operational International Exchange on this Border. Where applicable, the term RNP also refers to any other nomination system indicated by Elia, in consultation with the RNP Operator, in case of unavailability of the RNP nomination system as described in Appendix 5;

“Register of Access Responsible Parties”: the register, kept and updated by Elia, listing all Access Responsible Parties which have entered into an Access Responsible Party contract with Elia;

“RNP Operator”: the entity responsible for operating the RNP for the Nominations at the BE-GB Border as described in the Nomination Participation Agreement;

“Royal Decree Exchange”: the Royal Decree of 20 October 2005 concerning the creation and organisation of a Belgian market for the exchange of energy blocks;

“Rules for the organization of the Transfer of Energy” or “Transfer of Energy Rules”: the set of rules as defined by Article 19bis(2) of the Electricity Act that establish the principles for the Transfer of Energy;

“Rules governing the Functioning of the Strategic Reserve”: rules governing the functioning of the strategic reserve drawn up by Elia and, following consultation with grid users, approved by CREG and published on Elia's website in accordance with Article 7septies(1) of the Electricity Act;

“Scheduling Area”: this is the same as the Bidding Zone unless there is more than one control area within this Bidding Zone; in which case the Scheduling Area is equivalent to the control area or a group of control areas;

“Shadow Allocation Rules”: the rules defining the terms and conditions applying to the allocation of the daily Physical Transmission Rights available by means of explicit auctions in both directions at a Border when the Market Coupling is unavailable;

“Shared Injection”: the Active Power on a quarter-hour basis for an Injection Point that is been Nominated by an Access Responsible Party. The Injection will be allocated on a percentage basis to the Balancing Perimeters of more than one Access Responsible Party. The specifications for Shared Injections are described in the standard access contract;

“Shipping Agent”: an entity that is responsible for transferring net positions between different CCPs;

“Strategic Demand Reserve” or “SDR”: the strategic reserve supplied by the shedding of demand (or of Load Off-take), as indicated by Article 7quinquies(2), paragraph 1 of the Electricity Act;

“Strategic Generation Reserve”: the strategic reserve supplied by Generation Units, as indicated by Article 7quinquies(2), paragraphs 2 to 4 of the Electricity Act;

“Tariff”: a generic term covering all or some of the tariffs applying, under this Contract, to the Access Responsible Parties, as approved, or, as the case may be, imposed by CREG in accordance with the prevailing legal provisions, as described in Article 16 of the Contract, and published for a regulatory period by CREG;

“Tariff Methodology”: the methodology for calculating and establishing the tariff conditions for maintaining and restoring the individual balance of Access Responsible Parties, as defined by CREG, under Article 12(2) of the Electricity Act;

“Technical Unit”: an asset (included or not in a CIPU Contract) connected within the Belgian control area having been prequalified to provide Balancing Services to Elia;

“Transfer of Energy”: as defined in Article 19bis(2) of the Electricity Act.

2 Additional rules of interpretation

The titles and headings of Articles and/or Appendices to 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 this Contract form an integral part of the Contract. Any reference to the Contract will include the Appendices, and vice-versa. If there is a conflict of interpretation between an Appendix to this Contract and one or more provisions of this Contract, the provisions of this 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, said component(s) of the Tariffs shall take precedence.

If ARP has any practical questions regarding the interpretation of a procedure stated in this Contract or one of its Appendices, ARP shall submit these questions to Elia.

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

3 Subject of the Contract

This Contract and its Appendices lay down:

- the provisions and conditions, including the technical and operational requirements, that ARP must comply with in order to be granted the status of Access Responsible Party and to keep this status throughout the duration of this Contract. ARP understands and accepts that the fulfilment of all or part of the provisions of this Contract, including all or part of the rights granted to it therein, may be subject to other contractual, legal, administrative or regulatory provisions; and
- the contractual obligations of the Parties to pay or credit, as the case may be, the Tariff for Imbalance applicable to ARP; and
- all other rights and obligations incumbent upon the Parties in this regard, including the consequences of possible Imbalances, as defined herein.

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 for the execution of the present contractual relationship.

The Parties shall ensure that their contractual relationship with each other is at all times based on the existence and proper execution of the necessary contractual agreements with the relevant third parties who have concluded a connection contract and/or access contract with Elia or any other system operator within the Belgian control area.

SECTION II: General Conditions

4 Proof of the financial solvency of ARP

Conclusion of the Contract is conditional upon ARP providing proof of its financial solvency.

ARP's proof of financial solvency upon conclusion of the Contract assumes that ARP complies with the special conditions concerning financial guarantees as agreed in the Contract.

Throughout the entire duration of the Contract, ARP must, at the reasoned request of Elia, provide evidence to Elia of its financial solvency.

The financial solvency of ARP during the execution of the Contract is an essential element of the Contract concluded with Elia and the commitments made by Elia.

5 Invoicing and payment terms

5.1. Invoices/Credit notes

Invoices or credit notes are drawn up based on the technical modalities and periodicity specified in this Contract and in Appendix 8 to the Contract.

Invoices or credit notes, depending on the case, are sent to the invoice address of ARP specified in Appendix 6 to the Contract. As soon as ARP has given explicit agreement, invoices shall be issued electronically to the invoice email addresses specified in Appendix 6 to the Contract.

Any credit note sent by Elia to ARP represents a provisional payment, subject to the deduction of an account. This deduction is made on a quarterly basis in the month following the relevant quarter, in the form of a final invoice or a credit note and takes into consideration corrections and information sent to Elia in the meantime.

5.2. Payment deadline

Invoices or credit notes are payable/credited by Parties within thirty (30) days following the date they are received. Receipt of the invoice by ARP is considered to have taken place three (3) days after the date on which it was sent.

If the Parties fail to pay all or some of the amounts covered by the invoices and credit notes within the period of thirty-three (33) days, interest for late payment will be charged on the sums due at a rate set in accordance with Article 5 of the Act of 2 August 2002. This interest shall be due from the 33rd day after the date of which the invoice or credit note was sent out until the invoice or credit has been paid in full.

Notwithstanding their right to reimbursement of court costs in accordance with the Judicial Code, the Parties are then also entitled to the damages provided for in Article 6 of the Act of 2 August 2002. The provisions stated above in no way detract from the Parties' other rights pursuant to applicable laws and regulations and in accordance with the provisions of the Contract.

5.3. Objections

Any objection regarding an invoice or credit note must, in order to be admissible, be sent by registered letter to the other Party before the due date of the disputed invoice or credit note, in the sense of Article 5.2. The reasons for the objection shall be described as comprehensibly and in as much detail as is reasonably possible.

An objection by ARP in no way releases it from its obligation to pay the invoice in accordance with the provisions of Article 5.2 of the Contract, unless its objection is manifestly justified.

Elia reserves the right not to pay sums that may be due to ARP throughout Contract suspension proceedings, as organised by Article 9 of the Contract. Elia reserves the right to require reimbursement of sums unduly paid to ARP, as for example in case of fraud or a deliberate and proven breach of contractual obligations.

5.4. Modalities for collecting any unpaid sums

If the invoice is not paid within seven (7) days of receipt by ARP 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 Article 17 of the 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.

6 Disclosure to third parties of confidential or commercially sensitive information

Parties agree to treat as confidential 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. The Parties agree not to communicate the said confidential information to third parties unless at least one of the following conditions has been fulfilled:

- 1) if Elia and/or ARP have been called upon to appear as witnesses in court or in their relationship with the regulating authorities of the electricity market or other 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 disclosure by Elia and/or ARP 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;
- 6) if disclosure by Elia is necessary for the continuity of the balancing responsibility for the Access Point(s) and Distribution Off-take Position(s) and Closed Distribution System Position(s) allocated to ARP's perimeter, as laid down in Article 9.3 of the Contract, or also for the implementation of other contracts concluded with the Grid Users, if these contracts expressly stipulate this disclosure.

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 will in any case remain valid until five (5) years after the termination of the Contract.

Notwithstanding the confidentiality clause above, in the access agreement or in any other agreement or document between ARP and Elia, Elia may publish the name of the Access Responsible Party and its status as a Party on its website. All Appendices, or parts thereof, that are not specific to the Contract, may also be published by Elia on its website.

7 Settlement of disputes

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

Any dispute relating to the conclusion, validity, interpretation or execution of the Contract or of any subsequent contracts or operations that may arise therefrom, as well as any other dispute concerning or in relation to the Contract shall, at the discretion of the more diligent Party, be presented to:

- the jurisdiction of the Brussels Commercial Court; or
- the mediation/conciliation and arbitration service organised by the regulator concerned in accordance with the applicable laws and regulations; or
- an ad hoc arbitration in accordance with the provisions of the Belgian Judicial Code.

ARP hereby also declares that Elia has informed it, 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 hereby agree, 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.

8 Measures in case of an emergency situation or force majeure

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

If a situation of force majeure and/or an emergency situation, as defined in the Grid Codes or pursuant to Belgian civil law, is/are invoked, the fulfilment of the obligations that are the subject of the Contract is temporarily suspended for so long as the event that gave rise to the emergency situation and/or force majeure persists.

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 of the reason why this Party is not able to fulfil all or some of its obligations and the anticipated duration of this non-execution.

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

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

8.2. Measures

If an emergency situation or a multiple-incident situation arises, as defined in the Grid Codes, or if Elia believes that an emergency 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, a situation where there is a risk of a shortage, or a multiple-incident 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 at the request of ARP. 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.

ARP undertakes to observe without delay all the measures, described in the foregoing stipulations, of which Elia shall inform it by telephone and/or email in order to prevent and/or remedy emergency situations.

9 Termination or suspension of the Contract

9.1. Suspension of the Contract by Elia

9.1.1. General procedure for suspension of the Contract by Elia

Elia may suspend this Contract unilaterally, following the suspension procedure as set out in this Article, without prejudice to an immediate suspension of this Contract by Elia if ARP commits a gross breach of the Contract, for which the procedure is set out in Article 9.1.2 of this Contract.

Where ARP is infringing one or more contractual obligations, in particular those set out in Articles 14 and 17 of the Contract, Elia shall notify ARP, under Article 21.2 of the Contract, by registered letter of the request to remedy this/(these) breach(es).

The notification of the launch of the general suspension procedure shall indicate:

- the reasons for launching the general suspension procedure; and
- the measures to be taken by ARP to remedy the identified breach(es) of one or more of its contractual obligations; and
- a period of at least fifteen (15) calendar days following the date when the registered letter was sent, within which ARP must carry out the said measures; and
- the possibility for ARP to answer this notification and/or, at ARP's written request, to be heard by Elia about the reasons for the launch of the general procedure for suspension.

ARP has the right to be heard by Elia about the reasons for launching the general suspension procedure in order to communicate any relevant information contradicting those reasons, and to explain its conduct. If ARP wishes to avail itself of such a consultation meeting, ARP shall expressly ask Elia to organise this meeting during the period within which ARP must take the remedial measures.

Without prejudice to the outcome of the consultation meeting, insofar as ARP has not remedied the breach(es) by the date specified in the notification, Elia may suspend this Contract unilaterally, without any prior legal authorisation being required, by means of a registered letter setting out the reasons. In this case, the suspension of the Contract takes effect within a period of at least five (5) and at most ten (10) calendar days following the deadline indicated in the registered letter informing ARP of the general suspension procedure being initiated.

The notification of suspension of this Contract shall indicate:

- the reasons for the effective suspension of this Contract; and
- the date and time of the suspension; and
- the consequences of the suspension, as set out in Article 9.3.

Without prejudice to the rights and/or judicial claims in law of ARP, the suspension of the Contract takes effect immediately at the date and time of the suspension as indicated in the notification of suspension, unless ARP has remedied the breach(es) in the period set by this notification. The minimum Contract suspension period shall be thirty (30) calendar days.

9.1.2. *Immediate suspension of the Contract by Elia in specific cases*

Without prejudice to its other rights or judicial claims and regardless of the general suspension procedure set out in Article 9.1.1 of the Contract, Elia may unilaterally and immediately suspend this Contract, without any prior legal authorisation being required, in the following cases of a gross breach of the Contract:

- a) ARP commits a gross breach of the obligations set out in Articles 10 and 12 of the Contract that arise from the technical requirements stated in the Grid Code for Transmission; and/or
- b) ARP defaults on payment not covered by the financial guarantee as stipulated in Article 17 of the Contract; and/or
- c) In case of emergency, if the conduct of ARP endangers the safety/security, reliability and efficiency of the Elia Grid, in particular in case of proven fraudulent conduct or of conduct equivalent to an attack on Elia's IT systems.

When these cases occur, Elia shall notify ARP of the suspension of the Contract by registered letter and the suspension will take effect immediately. The letter providing notification of the immediate suspension shall set out the reasons for the suspension.

9.2. **Termination of the Contract**

9.2.1. *Termination of the Contract by ARP*

ARP is allowed to terminate the Contract at the earliest three (3) months after giving notification of the termination to Elia by registered letter and on condition that at the end of this three-month period of notice:

- i. ARP has notified the Access Holder(s) that designated it of this termination; and
- ii. all Injection Points and Off-take Points in ARP's Balancing Perimeter have been allocated in a valid manner to one or more other Access Responsible Parties and the Distribution Off-take Position(s) or Closed Distribution System Position(s) of ARP are set to zero.

If ARP is still not complying with all of its contractual obligations, including its financial obligations, at the end of the three (3) month period of notice, the Contract for the fulfilment of these obligations will continue to operate until such time as all ARP's contractual obligations have been met, in accordance with the Contract.

9.2.2. *Termination of the Contract by Elia*

Without prejudice to its other rights and/or judicial claims, Elia may unilaterally terminate this Contract, by means of a registered letter setting out the reasons and without any prior legal authorisation being required, if:

- a) ARP has not remedied the breach(es) during the Contract suspension period set by the notification of suspension set out in Article 9.1.1; and/or
- b) ARP's conduct endangers the safety/security, reliability or efficiency of the Elia Grid, in particular in case of proven fraudulent conduct or of conduct equivalent to an attack on Elia's IT systems; and/or
- c) ARP repeatedly and/or intentionally breaches its aforementioned contractual obligations following the lifting of the abovementioned suspension; and/or
- d) Elia's appointment as the federal transmission system operator is withdrawn, modified or not renewed.

The termination of the Contract by Elia shall take effect on the day stated in the letter containing the notification of termination, which shall also include the reasons for such termination.

9.2.3. *Termination of this 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 this Contract provided prior legal authorisation is obtained:

- if one Party is in breach of its contractual obligations;
- if 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.

9.3. Consequences of suspension or termination of the Contract

In all cases of suspension or termination of this Contract, Nominations for Day D, submitted in execution of this Contract, but for which the relevant Day D falls after the date of the effective termination or suspension, will automatically be cancelled. The Access Responsible Party concerned cannot claim any compensation for damage resulting from this cancellation, without prejudice to the application of Article 20.

In all cases of suspension or termination of this Contract, the Parties shall comply with all of their payment obligations arising from the execution of this Contract or as a result of its suspension or termination. In the cases referred to in Articles 9.1, 9.2.2 and 9.2.3, the payment obligations will be immediately enforceable.

In all cases of suspension or termination of the Contract by Elia, Elia will inform in due time the Access Holders for the Access Points allocated to ARP's Balancing Perimeter, the Closed Distribution System Operators of ARP's Closed Distribution System Positions, the distribution system operators of ARP's Distribution Off-take Positions and the auction platforms of the launch of the Contract suspension and/or termination procedure. The regulators involved shall receive a copy of the notification of immediate suspension of the Contract that has been sent to the Access Responsible Party involved. They shall be informed of the launch of the Contract suspension and/or termination procedure.

In all cases of suspension or termination of this Contract, registration in the Register of Access Responsible Parties will be temporarily or permanently withdrawn. Any suspension or termination of the Contract means, among other things, that ARP can no longer be appointed as an Access Responsible Party for an Access Point.

This provision does not affect the right of ARP to be registered in the Register of Access Responsible Parties again once all ARP's obligations have been met and ARP is again able to comply with all obligations of an Access Responsible Party.

10 ARP's balancing obligations

10.1. Access Responsible Parties' individual balancing obligation

In accordance with the Grid Code for Transmission, ARP will at all times during the execution of this Contract provide and deploy all reasonable resources in order to stay balanced on a quarter-hourly basis, except in the event of a change in ARP's Balancing Perimeter in the context of an activation by an FSP in the markets to which the Transfer of Energy Rules apply. In the above case, ARP will not be deemed liable, in the sense of Article 10 of the Contract, for this specific Imbalance in its Balancing Perimeter.

As stated in Article 1 of the Contract, an Imbalance occurs when there is a difference for one quarter-hour between the total Injection to the Elia Grid allocated to ARP's Balancing Perimeter and the total Off-take from the Elia Grid allocated to ARP's Balancing Perimeter, as laid down in Appendix 3 to the Contract.

An Imbalance can also occur in ARP's Balancing Perimeter in its role as Access Responsible Party associated with a Flexibility Service Provider. ARP shall provide Elia, at Elia's first reasoned request, with adequate evidence that it has made provision for the resources needed to enable it to comply with its balancing obligation. If ARP is in Imbalance, ARP shall pay the Tariff for Imbalance in accordance with Article 16 of the Contract and the applicable Tariffs. Payment of the said Tariff for Imbalance does not relieve ARP of its liability determined in accordance with Article 20 of the Contract.

10.2. Contribution of the Access Responsible Parties to the overall objective of maintaining the balance of the control area

Without prejudice to any Access Responsible Party's individual balancing obligation as set out in Article 10.1 of the Contract, an Access Responsible Party can contribute in real time to the overall objective of maintaining the balance of the Belgian control area by deviating, when deploying the resources indicated above, from balancing its Balancing Perimeter.

If the Access Responsible Party avails itself of the possibility of deviating from its individual balance, it must at all times retain the resources and be able to restore, in real time and at any time, the balance of its Balancing Perimeter.

The possibility of deviating from the individual balance is not reserved for:

- an Access Responsible Party associated with an Offshore Interconnector Connection Point (ARPO.I.);
- the Access Responsible Party associated with a Flexibility Service Provider, specifically for the part relating to its activity as an Access Responsible Party associated with a Flexibility Service Provider.

Elia cannot, under any circumstances, be held liable, in the sense of Article 20 of the Contract, for any damage resulting directly or indirectly from the decision taken, independently, by the Access Responsible Party to deviate from balancing its Balancing Perimeter in order to contribute in real time to maintaining the balance of the Belgian control area.

ARP shall provide Elia, at Elia's first reasoned request, with adequate evidence that it had the resources to restore in real time its balancing obligation for its Balancing Perimeter.

This contribution in real time to maintaining the balance of the Belgian control area by deviating, as the case may be, from balancing its Balancing Perimeter does not release ARP in any way from its obligation to have a balanced perimeter when it submits its Day-Ahead and Intraday Nominations for its Balancing Perimeter, as indicated in Article 12.1 of the Contract.

11 Allocation to the Balancing Perimeter

ARP's Balancing Perimeter consists of:

- Injection and/or Off-take Points, excluding those Access Points that supply a Closed Distribution System connected to the Elia Grid; and/or
- Distribution Off-take Position(s) on (a) distribution network(s) other than the Elia Grid; and/or
- Closed Distribution System Injection and/or Off-take Positions on one or more Closed Distribution Systems, corresponding to the total volume of injection and/or off-take energy for all the CDS Access Points which ARP is responsible for monitoring, in accordance with Article 12.2.3 of the Contract; and/or
- losses in accordance with Articles 161 and 162 of the Grid Code for Transmission, and, if applicable, in accordance with the Grid Codes for Local and Regional Transmission; and/or
- Import and/or Export; and/or
- Internal Commercial Trade;

- where appropriate, the corrections of the Balancing Perimeter as a result of an activation of flexibility in accordance with Article 11.8 of the Contract;
- in case of an ARP_{O.I.}, the allocation of Active Power as an Injection or Off-take at an Offshore Interconnector Connection Point as described in Appendix 9:

that are allocated to ARP's Balancing Perimeter.

Any Access Responsible Party that is a Shipping Agent and, in addition to the cross-border transaction Nominations, nominates other activities belonging to its Balancing Perimeter, must:

- request a separate Balancing Perimeter from Elia (identified with a separate EIC/Elia code) before entering the cross-border transaction Nominations; and
- inform all the Access Responsible Parties that nominate the Internal Commercial Trade with it of this double Balancing Perimeter, indicating which Balancing Perimeter applies to which Nomination.

The following principles apply for the allocation to ARP's Balancing Perimeter:

11.1. Injection- and/or Off-take Points

11.1.1. Allocation to the Balancing Perimeter

Injection and/or Off-take Points, excluding those Access Points that supply a Closed Distribution System connected to the Elia Grid, are allocated to ARP's Balancing Perimeter:

- for all the Injection and/or Off-take Points, for which the designated Access Holder, in accordance with the applicable regulations and/or contractual provisions, has granted rights of access by entering into an access contract with Elia; and
- for which ARP has been validly designated as the Access Responsible Party in relation to the Injection and/or Off-take Points stated in the abovementioned access contract.

This allocation to ARP's Balancing Perimeter will be made based on the measured Active Power, excluding the volume injected at the Access Points of the Generation Units supplying the Strategic Generation Reserve, which is replaced by the value 0. This allocation is subject to specific rules relating to Band Deliveries for Off-take Points and Shared Injection for Injection Points, and to the situations of two Access Responsible Parties being designated for monitoring the Off-take and/or Injection at an Access Point, in accordance with Article 201 of the Grid Code for Transmission, as defined in the relevant access contract.

11.2. Distribution Off-take Position(s) on a distribution network

The Distribution Off-take Position(s) of ARP notified to Elia by (a) distribution system operator(s), defined in the context of the access rights to this (these) distribution network(s), is (are) allocated to ARP.

11.3. Closed Distribution System Position(s) connected to the Elia Grid

The Positions of ARP in one or more Closed Distribution Systems, which are communicated to Elia by one or more Closed Distribution System Operators and are established in the context of the right of access to this/these Closed Distribution System(s), are allocated to ARP.

11.4. Losses

For the Off-takes measured at the Off-take Points, excluding those Off-take Points that supply a Closed Distribution System, for the Distribution Off-take Positions (in the event of net Off-take) and for the net balance of Closed Distribution System Injection and/or Off-take Positions connected to the Elia Grid, loss percentages from these Off-takes will be allocated additionally to ARP's Balancing Perimeter, in accordance with Articles 161 and 162 of the Grid Code for Transmission and, if applicable, in accordance with the relevant Grid Codes for Local and Regional Transmission. These percentages will be published on Elia's website and if necessary may be adjusted on the basis of the measured losses. An adjustment to these percentages may be made during the year if ARP is informed of this change within a reasonable period of time, in such a way that the necessary measures can be taken. The reasonable period of time referred to shall never be less than two (2) weeks following the date on which Elia has sent a notification by registered mail informing ARP of this change.

Losses related to the use of the Offshore Interconnector at the BE-GB Border are not part of the allocation of the loss percentages at an ARP Off-take Point. These are charged as described in the Channel Region Long-Term Nomination Rules, in the BE-GB Day-Ahead Nomination Rules and as provided for in the operation of the Market Coupling for this Border.

11.5. Allocation at an Offshore Interconnector Connection Point

For an Offshore Interconnector Connection Point, Elia allocates an Injection or Off-take corresponding to the difference between the measured physical Active Power transported via the Offshore Interconnector on the one hand and the nominated Imports/Exports and where applicable the Offshore Operational International Exchanges on the other hand. The allocation method is described in Appendix 9 to this Contract.

11.6. Import and Export

Confirmed and executed Nominations for Import and/or Export at one or more Borders related to ARP's Physical Transmission Rights are, where appropriate, allocated to ARP's Balancing Perimeter.

The allocation procedure is described in Appendix 1 to this Contract.

11.7. Internal Commercial Trade

Confirmed Nominations for Internal Commercial Trade nominated by ARP are allocated to ARP's Balancing Perimeter. The rights and obligations of ARP to nominate Internal Commercial Trade are governed by this Contract.

Any Access Responsible Party who is a CCP and who, in addition to the Nominations of the transactions described in the Royal Decree Exchange or executed pursuant to the NEMO tasks outlined in Commission Regulation (EU) 2015/1222 of 24 July 2015, nominates other activities that belong to its Balancing Perimeter, must:

- request a separate Balancing Perimeter from Elia (identified with a specific EIC/Elia code) before submitting the Nominations of the transactions described in the Royal Decree Exchange or executed pursuant to the NEMO tasks outlined in Commission Regulation (EU) 2015/1222 of 24 July 2015; and

- inform all the Access Responsible Parties that nominate the Internal Commercial Trade with it of this double Balancing Perimeter, indicating which Balancing Perimeter applies to which Nomination.

If ARP proceeds with a Nomination for an Internal Commercial Trade with an Access Responsible Party who is a CCP, ARP must – if the CCP has more than one Balancing Perimeter – use the Balancing Perimeter as communicated by the CCP.

11.8. Correction of the Balancing Perimeter

11.8.1. Modalities in case of activation of CIPU Technical Units

If ARP, as a provider of ancillary services, has entered into an agreement for the provision of ancillary services by means of CIPU units, the ARP's Balancing Perimeter will be corrected in the event of activation due to the participation of ARP in these services, except for the supply of primary reserve power within the meaning of the Grid Code for Transmission. This correction corresponds to the Ordered Volume.

11.8.2. Modalities in case of activation of non-CIPU Technical Units without Transfer of Energy

11.8.2.1 Exceptions to a market situation with Transfer of Energy

The following provisions apply only to those situations with the exception of a market situation with Transfer of Energy, as described in section 8.2 of the Transfer of Energy rules.

In case of an activation, by a Flexibility Service Provider, of Balancing Services by non-CIPU Technical units or, after the winter period 2018-2019 of SDR, the following rules shall apply to the ARP's Balancing Perimeter:

- If ARP is associated with the Flexibility Service Provider, its Balancing Perimeter is corrected on a quarter-hourly basis for the entire duration of the activation period, because of the Flexibility Service Provider's participation in these Balancing Services (as Balancing Service Provider) or in this SDR service. This correction equals the Ordered Volume of flexibility on a quarter-hourly basis during the activation period. For the purposes of SDR, the activation period corresponds to the period of Effective Delivery.
- If ARP is not associated with the Flexibility Service Provider, its Balancing Perimeter is not corrected with the Delivered Volume of flexibility during the activation period.

In the event of such an activation having an impact on the injections and offtakes of ARP's Balancing Perimeter, Elia provides ARP with information regarding to the activated volume in ARP's Balancing Perimeter in accordance with the modalities set out in Appendix 10 of this Contract.

11.8.2.2 Specific modalities for the primary reserve

In case of an activation of primary reserve power within the meaning of the Grid Code for Transmission, no correction of the Balancing Perimeter takes place.

11.8.3. Modalities in case of activation of non-CIPU Technical Units with Transfer of Energy

The provisions included in this section only apply to those markets specified in the Transfer of Energy Rules in a market situation involving Transfer of Energy.

In case of an activation of demand flexibility by a Flexibility Service Provider, the following rules apply with regard to ARP's Balancing Perimeter. These rules are based on the principles

relating to the correction of the Balancing Perimeter as described in section 12 of the Transfer of Energy rules:

- If ARP is not associated with this Flexibility Service Provider, its Balancing Perimeter is corrected on a monthly basis for the Delivered Volume of flexibility, aggregated at the level of the Balancing Perimeter and aggregated on a quarter-hourly basis. The Delivered Volume of flexibility at a Delivery Point is based on the principles relating to the calculation of the Delivered Volume of flexibility, as set out in section 11 of the Transfer of Energy Rules.

If the Flexibility Service Provider delivers a larger volume than ordered by Elia, the individually Delivered Volume of flexibility at a Delivery Point, based on the aforementioned rules and totalled across all Delivery Points participating in the delivery of flexibility pro rata to the sum of the individually Delivered Volume of flexibility at all relevant Delivery Points, is adjusted so that the total Delivered Volume of flexibility, totalled across all Delivery Points participating in the delivery of flexibility, is equal to Elia's Ordered Volume of flexibility.

- If ARP is associated with this Flexibility Service Provider, its Balancing Perimeter is corrected on a monthly basis for the difference between the Delivered Volume and the Ordered Volume, aggregated at the level of the Balancing Perimeter and aggregated on a quarter-hourly basis. In this way, the quarter-hourly difference between the Delivered Volume and the Ordered Volume of flexibility is allocated to the Balancing Perimeter of the ARP associated with the Flexibility Service Provider to which the imbalance tariff is applied. The Delivered Volume of flexibility at a Delivery Point is based on the principles relating to the calculation of the Delivered Volume of flexibility, as set out in section 11 of the Transfer of Energy Rules.

If the Flexibility Service Provider delivers a larger volume than ordered by Elia, the individually Delivered Volume of flexibility at a Delivery Point, based on the aforementioned rules and totalled across all Delivery Points participating in the delivery of flexibility pro rata to the sum of the individually Delivered Volume of flexibility at all relevant Delivery Points, is adjusted so that the total Delivered Volume of flexibility, totalled across all Delivery Points participating in the delivery of flexibility, is equal to Elia's Ordered Volume of flexibility.

In the case of such an activation, Elia shall give ARP information regarding the activated volume in ARP's Balancing Perimeter in accordance with the modalities set out in Appendix 10 of this Contract.

11.8.4. *Modalities applicable until the end of the winter period 2018-2019 in case of activation of Strategic Demand Reserve*

Only in case of an activation by Elia of a Delivery Point corresponding to an Access Point on the Elia Grid that forms part of the Strategic Demand Reserve for the strategic reserve service concluded by Elia, ARP's Balancing Perimeter will be corrected on the basis of the following rules:

- the Off-take at this Access Point which is allocated to ARP's Balancing Perimeter will be replaced by the baseline as defined in the Rules governing the Functioning of the Strategic Reserve;
- the correction is executed for the period including the Ramp-Down phase and the phase of the Effective Delivery of the Strategic Demand Reserve supplied by this

Delivery Point, i.e. as from the first quarter-hour indicated by Elia for initiation of the Ramp-Down until the last quarter-hour indicated by Elia for ending the activation.

In all other cases of supply of the Strategic Demand Reserve, regardless of whether it is supplied by one or more Delivery Points corresponding to an Access Point to the distribution system, a point within a Closed Distribution System connected to the Elia Grid or a point within the electrical facilities of a Grid User downstream of an Access Point to the Elia Grid, ARP's Balancing Perimeter is not corrected for the duration of the supply.

In all cases of activation of the Strategic Demand Reserve affecting ARP's Balancing Perimeter, regardless of whether or not there has been a correction of this Balancing Perimeter, Elia shall inform ARP, to the best of its knowledge, of the activation of the Strategic Demand Reserve affecting its Balancing Perimeter and, for the extent that Elia has the relevant information, of the Strategic Demand Reserve volume actually activated that in the ARP's Balancing Perimeter. This information will be provided to ARP within fifteen (15) minutes following the start of the Ramp-Down, by telephone and/or email (contact available 24 Hours a day in accordance with Appendix 6 to the Contract).

12 Nominations

12.1. **Submission and conditions for the submission of Nominations**

When ARP submits Day-Ahead Nominations to Elia regarding its Balancing Perimeter, ARP shall ensure that for each quarter-hour the nominated total Injection (which is the sum of all nominated day-ahead Injections by ARP) equals the total nominated Off-take (which is the sum of all nominated day-ahead Off-takes by ARP).

When ARP submits Intraday Nominations to Elia relating to its Balancing Perimeter, ARP shall ensure a balance on a quarter-hourly basis in accordance with the provisions of Article 10.

In addition, ARP shall comply with the following rules.

12.2. **Regarding Nominations for Injection and Off-take Points, for Distribution Off-take Positions, for Closed Distribution System Positions connected to the Elia Grid, for Import and/or Export, for Internal Commercial Trade, and for an Offshore Interconnector Connection Point**

12.2.1. *Regarding Nominations for Injection and Off-take Points, for Distribution Off-take Positions and for Closed Distribution System Positions connected to the Elia Grid*

All Nominations for Injection Points and/or Off-take Points and for Distribution Off-take Positions and for Closed Distribution System Positions allocated to ARP's Balancing Perimeter must, in accordance with the procedure and before the cut-off time stated in Appendix 5, be submitted by ARP to Elia.

Nominations submitted for Injection Points and/or Off-take Points, for Distribution Off-take Positions and for Closed Distribution System Positions allocated to ARP's Balancing Perimeter must correspond as closely as possible with the actual Off-take and Injection.

The Day-Ahead and Intraday Nominations submitted for the Access Point(s) of the Generation Units supplying the Strategic Generation Reserve must be equal to zero (0) MW for each quarter-hour, in accordance with the principles laid down in Article 7 septies(2) of the Electricity Act.

12.2.2. *Regarding Nominations for Import and/or Export and Internal Commercial Trade*

All Nominations for Import and/or Export except those integrated by Elia in the Balancing Perimeter on behalf of ARP insofar as the necessary Physical Transmission Rights have been obtained, and for Internal Commercial Trade, must be submitted by ARP to Elia, in accordance with the procedure and before the cut-off time stated in Appendix 5.

With regard to the abovementioned Nominations, ARP shall avoid any external inconsistency as defined in Articles 12.3.3, 12.3.4, 12.3.5 and 12.3.6 of the Contract.

Nominations for Import and Export must comply at all times with the Physical Transmission Rights obtained in accordance with the procedure described in Appendix 1 to this Contract.

12.2.3. *Additional rules for Nominations for Off-take and/or Injection Positions on a Closed Distribution System connected to the Elia Grid*

ARP cannot make any Nomination for one or more CDS Access Points within a Closed Distribution System until its name is communicated to Elia by the Closed Distribution System Operator as stated in the access contract.

For each Closed Distribution System where ARP operates, ARP makes a Nomination corresponding to its Closed Distribution System Position on this Closed Distribution System, i.e. the full energy volume for which it is responsible within the relevant Closed Distribution System.

By way of exception, ARP individually makes a Nomination for the volume of energy of any CDS Access Point coupled by a CIPU Contract concluded with Elia and a Nomination for the volume of energy of any CDS Access Point, using Appendix 14ter to the access contract.

If the Closed Distribution System has several Access Points to the Elia Grid, the Nomination(s) made by ARP, corresponding to its Closed Distribution System Position on this Closed Distribution System, may cover the entire volume of its Closed Distribution System Position at one of these Access Points, with a Nomination at zero (0) MW at the other Access Point(s), insofar as the tariff rules in force do not require this volume of energy to be spread over each of the Access Points based on the actual situation.

12.2.4. *Regarding Nominations for an Offshore Interconnector Connection Point*

ARP may not make any Nomination for an Offshore Interconnector Connection Point unless it has the status of ARP_{O.I.} for that Offshore Interconnector Connection Point.

A Day-Ahead Nomination for an Offshore Interconnector Connection Point, allocated to the Balancing Perimeter of the Access Responsible Party associated with an Offshore Interconnector, shall be as close as possible to the difference between the expected physical Active Power transmitted via the Offshore Interconnector on the one hand and all the Day-Ahead nominated Imports/Exports on the Offshore Interconnector and where applicable the Day-Ahead result of the Offshore Operational International Exchanges on the other hand, as stated in Appendix 9 to this Contract.

12.3. ***Evaluation of submitted Nominations***

As provided in Article 12.1 of this Contract, Elia will evaluate the following Nominations for Day D, in the context of its duties in operating and maintaining the Elia Grid, including considerations of safety/security, reliability and efficiency of the Elia Grid, in accordance with Articles 216 and 217 of the Grid Code for Transmission, and the obligations of Article 12.1 of the Contract.

12.3.1. *Day-Ahead Nominations involving Off-take at an Off-take Point*

Elia will evaluate the Day-Ahead Nomination in relation to Off-take at an Off-take Point in accordance with the legislation in force and in particular, (i) in the case of a Band Delivery, in accordance with Articles 218 and 219 of the Grid Code for Transmission and the specificities set out in the access contract and (ii) if two Access Responsible Parties are designated with responsibility for monitoring the Off-take and/or Injection at an Access Point, in accordance with Article 201 of the Grid Code for Transmission.

12.3.2. *Day-Ahead and Intraday Nominations involving Injection at an Injection Point*

Elia will evaluate Day-Ahead and/or Intraday Nominations involving Injections at an Injection Point in accordance with the legislation in force and in particular in accordance with Articles 194 and 220 to 222 of the Grid Code for Transmission. Shared Injection is governed by Article 194(3) of the Grid Code for Transmission. The case of designating two Access Responsible Parties with responsibility for monitoring the Off-take and/or Injection at an Access Point is governed by Article 201 of the Grid Code for Transmission.

12.3.3. *Day-Ahead Nominations involving Day-Ahead Import and/or Export*

Elia will evaluate Day-Ahead Nominations involving Day-Ahead Import and/or Export in accordance with the legislation in force and in particular in accordance with Articles 224 to 226 of the Grid Code for Transmission.

ARP has sufficient experience with the functioning of International Exchanges of energy and understands and accepts that Elia, like any other grid operator, must, for the fulfilment of any contractual obligations mentioned herein, comply with international rules regarding such exchanges.

For the application of this Article and the associated Appendices or Articles, there is, except for the BE-GB Border, an external inconsistency when:

- a) a Nomination by ARP contains an International Exchange whose equivalent, insofar as it has been notified officially to Elia by the transmission system operator operating the Scheduling Area in question, has not been accepted by the latter; or
- b) a Nomination by ARP contains an International Exchange that, insofar as it has been notified officially to Elia by the transmission system operator operating the Scheduling Area in question, differs for a given unit of time from the equivalent International Exchange accepted by the latter.

In both cases, Elia is entitled to either:

- a) reject the said Nomination involving an International Exchange; or
- b) partially accept the said Nomination involving an International Exchange; or
- c) accept the said Nomination involving an International Exchange and then charge ARP the Tariff for external inconsistencies.

For explicit Day-Ahead Import and/or Export Nominations at the BE-GB Border nominated by ARP in the RNP, Elia receives these coordinated Nominations from the RNP and then automatically allocates them to the Balancing Perimeter of the relevant Access Responsible Party.

For the implicit Day-Ahead Import and/or Export Nominations at the BE-GB Border nominated on behalf of the Shipping Agent, Elia and the RNP Operator will ensure that these are directly integrated into the Balancing Perimeter of the Shipping Agent.

12.3.4. *Intraday Nominations of Intraday Import and/or Export*

Elia will evaluate the Intraday Nominations of Intraday Import and/or Export in accordance with the legislation in force and in particular in accordance with Articles 224 to 226 of the Grid Code for Transmission.

ARP has sufficient experience with the functioning of International Exchanges of energy and understands and accepts that Elia, like any other grid operator, must, for the fulfilment of any contractual obligations mentioned herein, comply with international rules regarding such exchanges.

For the application of this Article and the associated Appendices or Articles, there is, except for the BE-GB Border, an external inconsistency when:

- a) an Intraday Nomination by ARP contains an International Exchange whose equivalent, insofar as it has been notified officially to Elia by the transmission system operator operating the Scheduling Area in question, has not been accepted by the latter; or
- b) an Intraday Nomination by ARP contains an International Commercial Exchange that differs, for a given unit of time, from the equivalent International Exchange accepted by the transmission system operator operating the Scheduling Area in question, insofar as the latter has officially brought this to the attention of Elia.

In both cases, Elia is entitled to either:

- a) reject the said Nomination involving an International Exchange; or
- b) partially accept the said Nomination involving an International Exchange.

For the Intraday Import and/or Export Nominations at the BE-GB Border nominated on behalf of the Shipping Agent, Elia and the RNP Operator will ensure that these are directly integrated into the Balancing Perimeter of the Shipping Agent.

12.3.5. *Day-Ahead Nominations involving Day-Ahead Internal Commercial Trade*

Elia will evaluate Day-Ahead Nominations involving Day-Ahead Internal Commercial Trade in accordance with the legislation in force and in particular in accordance with Articles 224 to 226 of the Grid Code for Transmission.

For the application of this Article and the associated Appendices or Articles, there is an external inconsistency:

- a) when a Nomination by ARP contains a Day-Ahead Internal Commercial Trade with another Access Responsible Party, and the Nomination of this Day-Ahead Internal Commercial Trade has not been notified to Elia by means of a Nomination from that other Access Responsible Party; or
- b) when a Nomination by ARP contains a Day-Ahead Internal Commercial Trade with another Access Responsible Party, and the Nomination of this Day-Ahead Internal Commercial Trade differs for any given quarter-hour from the corresponding Nomination submitted by that other Access Responsible Party; or
- c) in case of a Day-Ahead Internal Commercial Trade in relation to a Belgian market for the exchange of energy blocks operated by a CCP, fulfilling the conditions described in a) or b).

In these cases, Elia is entitled either:

- i. not to accept the said Nomination by ARP regarding the Day-Ahead Internal Commercial Trade; or

- ii. to accept the said Nomination by ARP regarding the Day-Ahead Internal Commercial Trade and to charge ARP the Tariff for external inconsistencies, amounting to 100% in the abovementioned case a), and 50% in the abovementioned case b); or
- iii. to accept the said Nomination by ARP regarding the Day-Ahead Internal Commercial Trade and to charge the CCP's Counterparty the whole Tariff for external inconsistencies in the abovementioned case c). However, if the CCP's Counterparty contests the invoice and proves that the situation described in the abovementioned case c) is the result of an error by the CCP, Elia will send a credit note to the CCP's Counterparty for the whole of the aforementioned invoice and will send a new invoice to the CCP for the same amount, with a maximum limit set at the amount described in the market rules for the exchange of energy blocks as approved by ministerial decree and relating to the limit of responsibility that applies between the CCP and the CCP's Counterparty. The aforementioned maximum limit will not apply if the error committed by the CCP is fraudulent or deliberate.

12.3.6. *Intraday Nominations relating to Intraday Internal Commercial Trade*

Elia will evaluate the Intraday Nominations involving Intraday Internal Commercial Trade in accordance with the legislation in force and in particular in accordance with Articles 224 to 226 of the Grid Code for Transmission.

For the application of this Article and the associated Appendices or Articles, there is an external inconsistency:

- a) when a Nomination by ARP contains an Intraday Internal Commercial Trade with another Access Responsible Party, and the Nomination of this Intraday Internal Commercial Trade has not been notified to Elia by means of a Nomination from that other Access Responsible Party; or
- b) when a Nomination by ARP contains an Intraday Internal Commercial Trade with another Access Responsible Party, and the Nomination of this Intraday Internal Commercial Trade differs for any given quarter-hour from the corresponding Nomination submitted by that other Access Responsible Party; or
- c) in case of an Intraday Internal Commercial Trade in relation to a Belgian market for the exchange of energy blocks operated by a CCP, fulfilling the conditions described in a) or b).

In these cases, Elia is entitled either:

- i. not to accept the said Nomination by ARP regarding the Intraday Internal Commercial Trade; or
- ii. to accept the said Nomination by ARP regarding the Intraday Internal Commercial Trade and to charge the CCP's Counterparty the whole Tariff for external inconsistencies in the abovementioned case c).

However, if the CCP's Counterparty contests the invoice and proves that the situation described in the abovementioned case c) is the result of an error by the CCP, Elia will send a credit note to the CCP's Counterparty for the whole of the aforementioned invoice and will send a new invoice to the CCP for the same amount, with a maximum limit set at the amount described in the market rules for the exchange of energy blocks as approved by ministerial decree and relating to the limit of responsibility that applies between the CCP and the CCP's Counterparty. The aforementioned maximum limit will not apply if the error committed by the CCP is fraudulent or deliberate.

In case of repeated Day-Ahead Nominations on Day D-1 for which the nominated total Injection does not equal the nominated total Off-take per quarter-hour on Day D (without taking rounding-off inaccuracies into account), ARP may under no circumstances use the facilities of Intraday Internal Commercial Trade for a period of thirty (30) calendar days, beginning from when Elia issues notification thereof. In this case, the term "repeated" means three (3) consecutive calendar days or five (5) calendar days in one (1) calendar month.

This ban also applies if Elia detects a non-negligible and systematic difference between the Nominations of ARP for Off-take Points, Distribution Off-take Positions and Closed Distribution System Off-take Positions on the one hand, and the metered Off-take at Off-take Points, Distribution Off-take Positions of ARP received from distribution system operators other than Elia and Closed Distribution System Off-take Positions received from the Closed Distribution System Operators on the other hand, and should this situation persist after Elia has notified ARP thereof.

12.4. Confirmation or rejection of Nominations

The confirmation status of Nominations means that Nominations have been accepted by Elia and can be executed by ARP.

Elia will inform ARP:

- on Day D-1 whether or not it confirms ARP's Day-Ahead Nominations in accordance with the abovementioned conditions for Day-Ahead Nominations that have to be submitted on Day D-1. If ARP has not been informed before 6 p.m. on Day D-1, ARP will contact the Energy Scheduling Office (see Appendix 6 on Contact Information for the submission of Nominations) by telephone in order to obtain confirmation;
- 15 minutes before start of delivery whether or not it confirms ARP's Intraday Nominations in accordance with the abovementioned conditions for the Intraday Nominations relating to Intraday Import and/or Export. If Elia has not confirmed these Nominations, ARP may not execute them;
- on Day D+1 whether or not it confirms ARP's Intraday Nominations in accordance with the abovementioned conditions for the Intraday Internal Commercial Trade. If ARP has not been informed before 6 p.m. on Day D+1, ARP will contact the Energy Scheduling Office (see Appendix 6 on Contact Information for the submission of Nominations) by telephone in order to obtain confirmation;
- fifteen (15) minutes at the latest before the Intraday Nomination enters into force, whether or not it confirms ARP's Intraday Nominations in accordance with the abovementioned conditions for Intraday Nominations relating to Injection at an Injection Point. If Elia has not confirmed these Nominations, ARP may not execute them.

Elia shall provide the reasons for decisions where ARP's Nominations are rejected.

13 Complete or partial refusal of Nominations on Day D-1 and complete or partial suspension of Nominations on Day D

13.1. Complete or partial refusal of Nominations on Day D-1

13.1.1. Principle

In accordance with Article 217(1), paragraph 1 of the Grid Code for Transmission, Elia is entitled on Day D-1 to fully or partially refuse to carry out the Nominations for Day D if such Nominations threaten the balance of the control area, or endanger the safety/security, reliability or efficiency of the Elia Grid.

13.1.2. Notification procedure

Elia will inform ARP of its reasoned decision for fully or partially refusing to carry out the Nominations for Day D, by email as soon as possible. This notification will be sent to ARP's contact point laid down in Appendix 6 to the Contract, for which 24-Hour-a-day accessibility must be guaranteed.

13.2. Complete or partial suspension of Nominations on Day D

13.2.1. Principle

In accordance with Article 217(1), paragraph 2 of the Grid Code for Transmission, Elia is entitled on Day D to fully or partially suspend the Nominations for Day D if these Nominations threaten the balance of the control area, or endanger the safety/security, reliability or efficiency of the Elia Grid.

13.2.2. Notification procedure

Elia will inform ARP of its reasoned decision for fully or partially suspending the Nominations for Day D, by email at least fifteen (15) minutes before the suspension comes into effect. This notification will be sent to ARP's contact point laid down in Appendix 6 to the Contract, for which 24-Hour-a-day accessibility must be guaranteed.

13.3. Procedure for amendments proposed by ARP in relation to Band Supplies

In the specific case of the reduction by Elia, in accordance with Articles 13.1 and/or 13.2, of an Import for Day D by ARP, and in a case where ARP is the Access Responsible Party responsible for the Band Supply at one or more Access Points, ARP is authorised to propose the amendment of one or more Nominations already accepted by Elia for Day D relating to the Band Supply, provided the following conditions are fulfilled:

- a) ARP informs Elia of its proposal to amend a Nomination in accordance with Appendix 6 to the Contract, and before 2 p.m. on Day D+1;
- b) the proposed Nomination amendments must be in accordance with the provisions of Article 12.2.1 of the Contract (except as regards the deadline for submitting Nominations);
- c) the amendment request is confirmed by the Grid User at the Access Point concerned by the same deadline indicated in point a);

Moreover, for each quarter-hour affected by the amendment:

- d) the sum of the reductions between the Band Supply Nominations accepted on Day D-1 and the Band Supply Nominations submitted on Day D+1 by ARP is at most equal to the sum of the reductions applied by Elia to ARP's Import Nominations;
- e) the sum of the reductions proposed by all the Access Responsible Parties responsible for a Band Supply at an Access Point between the Band Supply Nominations accepted on Day D-1 and the Band Supply Nominations submitted on Day D+1 may not exceed the actual decrease in Off-take at the Access Point.

Elia may refuse any Nomination amendment that does not fulfil these conditions. In particular, Elia will verify the coherence of the Nomination based on:

- i. the actual Off-take profile of the Grid User at the Access Point concerned on Day D;
- ii. the actual Off-take profile of the Grid User at the Access Point concerned observed on the days preceding Day D;
- iii. the sum of the Nominations submitted by the Access Responsible Parties at the Access Point concerned for Day D, as accepted by Elia on D-1.

Elia will assess the proposed Nomination amendments in accordance with the principles specified above and in Article 12.3 of the Contract. Elia will inform ARP as soon as possible of its reasoned decision to accept or refuse amendments. Acceptance or refusal by Elia of such Nomination amendments is based on a test of "reasonableness" carried out in relation to the means listed above, which does not imply any approval by Elia of those means and in no way modifies ARP's obligations under the Contract.

Notwithstanding the proposed Nomination amendments, Elia reserves the right to suspend, fully or partially, the Nominations for Day D in accordance with Article 217(1) of the Grid Code for Transmission.

These new Nominations, if Elia accepts them, will replace the Nominations submitted in accordance with Article 12.2.1 of the Contract.

14 **Suspensive conditions affecting the execution of this Contract**

Pursuant to Article 151(2) of the Grid Code for Transmission, ARP is required to comply with the following suspensive conditions:

- a) ARP shall provide evidence of the financial guarantees laid down in Article 17 of the Contract;
- b) ARP shall provide evidence of the availability and preservation of the necessary and sufficient means required, using its own resources or in any other way, to guarantee 24-Hour-a-day operations, in accordance with the Grid Code for Transmission.

15 **Duration of this Contract**

Subject to ARP's compliance with the suspensive conditions stated in the aforementioned Article 14, this Contract comes into effect on the date when ARP is registered in the Register of Access Responsible Parties, i.e. no later than three (3) days after Elia has received the original Contract duly signed by ARP, provided all of the suspensive conditions stated in this Contract have been complied with.

Without prejudice to Article 9 of the Contract, this Contract is of indefinite duration.

16 **Tariffs**

16.1. **General**

The Tariffs applicable to ARP enter into force on the date set by CREG or, failing that, 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 ARP are the most recent Tariffs that have been approved by CREG.

If CREG rejects the Tariff proposal with the budget or the amended Tariff proposal with the Elia budget, the applicable Tariffs are those resulting from the application of Article 12(8) of the Electricity Act.

The Tariff adjustments resulting from court decisions or an agreement between CREG and Elia shall, 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 or, as the case may be, the Tariffs imposed by CREG shall be temporarily applicable, in full or in part depending on the scope of the cancellation, until new Tariffs are approved by CREG, whereupon the said new Tariffs come into force according to the modalities indicated therein.

16.2. *Tariff principles applicable to ARP*

The Tariff principles for maintaining and restoring the individual balance of Access Responsible Parties and for external consistency that are applicable to ARP are described in Appendix 8 to this Contract. Elia shall draw up the corresponding invoice(s) or credit note(s) on the basis of the applicable Tariffs.

16.3. *VAT*

The applicable Tariffs pursuant to Article 16 are net amounts, to which VAT is to be added. These amounts are payable by ARP to Elia.

16.4. Application of the Tariff for Imbalance

ARP acknowledges that part of the data required for establishing the Imbalance, more specifically the data relating to the Distribution Off-take Positions and the Closed Distribution System Positions, must be provided to Elia by the distribution system operator(s) in question other than Elia or by the Closed Distribution System Operator(s) and that as a result Elia is not responsible for any lack of invoices/credit notes or for incorrect invoices/credit notes relating to that Imbalance that can be attributed to the lack of necessary data or to incorrect data relating to the Distribution Off-take Positions on account of the distribution system operators mentioned above or to incorrect data regarding Closed Distribution Systems coming from the Closed Distribution System Operator(s) mentioned above.

17 Payment guarantee

17.1. General

As a suspensive condition for entering into this Contract, and at the latest by the valid signature of the Contract, ARP shall provide Elia with a guarantee that complies with the conditions below both for the entire term of this Contract and for the entire duration of execution of all the financial obligations arising from the Contract, according to Article 9.3 of the Contract.

The guarantee is a security for the requested and punctual execution of all the obligations arising from this Contract, including, but not restricted to, the payment of the Tariffs for Imbalance and/or external inconsistencies.

The guarantee may take the form of a bank guarantee at first request issued by a financial institution under the conditions laid down in Article 17.2 or of a cash payment to Elia under the conditions laid down in Article 17.3.

The guarantee must have an initial term of at least one calendar year and will be renewed in good time by ARP, in order to keep the required security both for the entire term of this Contract and for the entire duration of execution of all the financial obligations arising from the Contract.

At the end and/or termination of the Contract for whatever reason, Elia shall return the guarantee to ARP on condition that ARP has fulfilled all its obligations arising from the Contract or from the end and/or termination thereof.

17.2. Bank guarantee

The standard form for the bank guarantee at first request is included in Appendix 4 to this Contract. The amount and the specifications concerning authorized modifications of the amount of this bank guarantee at first request are calculated in accordance with the criteria indicated in Appendix 4 to this Contract.

ARP will adjust the amount of the bank guarantee in accordance with the provisions of Appendix 4 to the Contract.

At least one (1) calendar month before the existing bank guarantee expires, ARP will provide Elia with evidence that the financial institution issuing the guarantee has extended the period of the guarantee without making any changes to it, or will issue a new guarantee that meets all of the terms and conditions stated in this Article.

The financial institution issuing the guarantee must meet the minimum official rating requirements of "BBB" issued by the credit rating agency Standard & Poor's (S&P) or of "Baa2" issued by the credit rating agency Moody's Investor Services (Moody's). In case of the

minimum required rating being lost, ARP must submit to Elia a new guarantee from another financial institution that meets the conditions stated in this Article within a period of twenty (20) Banking Days of the loss of the required rating by the first financial institution.

Should Elia have to invoke the guarantee, ARP will submit evidence to Elia, within a period of fifteen (15) Banking Days after Elia invoked the guarantee, that the financial institution issuing the guarantee has adjusted the amount of the bank guarantee to the required level, or else ARP will submit a new guarantee that meets the conditions stated in this Article.

17.3. Cash payment

ARP may replace the bank guarantee at first request with a cash payment to Elia of a deposit, whereby the amount of the said deposit is calculated in accordance with Appendix 4, subject to the acceptance by Elia of this cash guarantee.

The sum of the cash guarantee shall be transferred to an Elia account that Elia shall communicate to ARP. For each payment, the word 'guarantee' and the contract number shall be indicated in the 'message' field. The said sum shall not accumulate interest for ARP.

This payment is a down payment on the amounts owed to Elia for whatever purpose by ARP, and acts 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 for Imbalance and/or external inconsistencies.

It is explicitly agreed and understood, notwithstanding the foregoing, that Elia is entitled to take possession of any sums paid by ARP as a deposit or guarantee, on the sole condition that Elia returns 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 ipso jure with the obligations of ARP arising from the Contract, on the understanding that the said payment is intended to occur at the time when each of these obligations expire.

Any balance being ultimately returned to ARP shall be reimbursed by transfer to ARP on 1 March of the year following the end of all financial obligations arising from the Contract, according to Article 9.3 of the Contract, regardless of the reason behind it and without interest having accrued for ARP, notwithstanding all of Elia's rights and actions.

18 Data exchange

Elia will make the aggregated and validated metering data from the Access Points of ARP directly connected to the Elia Grid available to ARP at the latest on the tenth (10th) of the month following the month in which the data was collected. In the case of Band Supplies or Shared Injection, or in case of two Access Responsible Parties being designated for monitoring the Off-take and/or Injection at an Access Point, in accordance with Article 201 of the Grid Code for Transmission, only that part allocated to the Balancing Perimeter of ARP will be made available to ARP.

Elia will make the imbalance settlement volume available to ARP at the latest at the end of the month M+2 following the month in which the metering data, based on which the imbalance settlement value is calculated, was collected.

Elia will make the aggregated volumes per Provider of non-reserved tertiary control power from non-CIPU Technical Units available to the ARPfsp at the latest at the end of month M+2 following the month in which the metering data was collected.

Elia will also make the aggregated and non-validated metering data from ARP's Access Points available to ARP on a daily basis, except if this is not possible for Elia for technical reasons.

Elia is not responsible for the validity of non-validated metering data, nor for metering data communicated by third parties, and will under no circumstances accept liability for any possible damage caused by non-validated metering data.

The metering data relating to Injection and/or Off-take Points connected to a distribution network other than the Elia Grid will be supplied to ARP by the distribution system operator in question, in accordance with the applicable grid code(s) for distribution of electricity. The metering data relating to CDS Access Points connected to a Closed Distribution System will be supplied to ARP by the Closed Distribution System Operator in question, by applying the rules described in the access contract.

19 Pooling Agreement

Without prejudice to the respective responsibilities, ARP may, in conjunction with one or more other Access Responsible Parties that have signed an Access Responsible Party contract with Elia, share (or "pool") its Imbalance with the Imbalances of the other Access Responsible Party(/Parties) mentioned above. Such an agreement is referred to hereinafter as a "Pooling Agreement".

The Pooling Agreement must comply with the requirements laid down in Appendix 7 to the Contract ("Pooling Agreement").

ARP can either:

- enter into one (1) Pooling Agreement designating another Access Responsible Party as the Head of the Pool, to be invoiced for their total Imbalance; or
- enter into (a) Pooling Agreement(s) in which ARP is designated as the Head of the Pool by one or more Access Responsible Parties and will be invoiced for their total Imbalance.

When more than one Pooling Agreement exists in which the total Imbalance is invoiced to ARP for each Pooling Agreement, all of these total Imbalances will be further combined and determined on the basis of the synchronised Imbalances for each of the aforementioned Pooling Agreements.

The Pooling Agreement must be notified jointly by the Pooling Parties to Elia and must be signed validly by each of them. This joint notification will indicate to Elia the Head of the Pool whom Elia will invoice for the total Imbalance created by the pooling.

If the Head of the Pool designated by other Access Responsible Parties in the Pooling Agreement to pay their total Tariff for Imbalance, does not fulfil, for whatever reason, its payment obligations to Elia under the Pooling Agreement and the terms of the Contract, Elia will suspend the validity of the said Pooling Agreement relating to Elia for as long as the said payment obligations are not fulfilled. Elia will then send individual invoices to the respective Access Responsible Parties as if there were no Pooling Agreement. These invoices will then be retroactive to the due date of the invoice(s) for the total Tariff for Imbalance and late-payment interest will be added in accordance with the provisions of the Act of 2 August 2002.

If need be, the Parties state that any payment by ARP to the Head of the Pool under the Pooling Agreement cannot be deemed to discharge ARP from its obligations towards Elia. The conclusion of this Contract and Elia's awareness of the Pooling Agreement cannot under any circumstances be deemed to constitute the agreement by Elia to a discharge payment to the Head of the Pool. Each Party within a Pooling Agreement continues to be fully obliged to comply with its obligations to Elia arising from this Contract. To avoid any ambiguity, the parties to a Pooling Agreement waive the benefit of discussion with regard to Elia.

The Pooling Agreement does not create specific obligations for Elia except for what is specifically stated herein.

20 Liability

Parties to this Contract shall be liable to one another for any damage directly resulting from any contractual breach and/or fault. The Party in breach and/or at fault will indemnify the other Party and compensate it for any direct damage, including for claims by third parties in relation to such direct damage. Except in a case of deception or deliberate fault, the Parties will under no circumstances be liable to the other Party for compensating or indemnifying the other Party, including for claims by third parties, for indirect damage or consequential loss, including and not restricted to, loss of profits, loss of earnings, loss of contracts or loss of goodwill.

21 Miscellaneous provisions

21.1. *Modifications of the Contract*

The Contract may be modified by Elia, following approval of Elia's proposed changes by the relevant regulator in this regard, in accordance with the provisions of the applicable Grid Code.

All changes will become effective within a reasonable period of time set by Elia, taking account of the nature of the planned change and the conditions related with it in terms of the safety/security, reliability and efficiency of the Elia Grid. Unless another period is laid down by the relevant regulator(s) for approving the changes to the Contract or this period arises from the applicable legislation on this matter, the reasonable period of time stated above may not be less than fourteen (14) calendar days following the date when Elia sent a registered letter notifying ARP of the change.

21.2. *Notification and signature*

Notifications must occur in accordance with Appendix 6.

ARP will provide Elia with the information requested in Appendix 6 prior to or at the time of signing the Contract.

The Parties will take all the necessary measures to ensure that the contact persons stated under "Operation" in Appendix 6 can be contacted permanently and at any time by telephone or by any other method. Their details are stated in Appendix 6.

Any change to the details relating to Appendix 6 must be notified to the other Party at least seven (7) days before the change becomes effective. Changes to Appendix 6 to this Contract may be made at any time by ARP for its own details and will be binding on Elia as soon as Elia has been notified of the change and has confirmed it. Changes to Appendix 6 to this Contract may be made at any time by Elia for its own details and will be binding on ARP once notification has been sent to ARP by registered letter.

Advanced electronic signatures may be used to sign the Contract and/or its Appendices, pursuant to the conditions specified in the Act of 9 July 2001 determining some rules concerning the legal framework for electronic signatures and certification services.

21.3. Information and recording

Because most of the information exchanged between the Parties in the context of this Contract, including the Nominations provided by ARP to Elia, may have an effect in one way or another on Elia's operation of the Elia Grid, it is of essential importance for Elia, including for the safety/security of the Elia Grid, that the information provided by ARP to Elia, is verified extremely carefully by ARP before being given to Elia.

In this context, and in order to provide additional protection for the exchange of verbal information between the Parties and/or between their representatives, including employees, both Parties hereby accept that verbal communication, including telecommunication, is recorded. The Parties will inform their representatives and all of their employees who need to be in communication with the other Party of these recordings before such communication is made. The Parties will take appropriate steps to ensure that these recordings are kept safe and that access to such recordings is restricted exclusively to those persons who have a justified need to have access to the recordings. These recordings will not be used in any claim made against any natural person.

21.4. Non-transferability of rights

The Parties agree not to transfer under any circumstances the rights and obligations arising from this Contract wholly or in part (including transfers by way of mergers, demergers or the transfer or addition of a universality or a business division (whether or not by virtue of automatic transfer rules)) to a third party, without the prior, express and written permission of the other Party, which may not unreasonably withhold or postpone such permission, particularly with regard to a possible merger or demerger of companies.

The Contract, with the ensuing rights and obligations, can nonetheless be freely transferred to companies which are deemed to be associated companies of a party within the meaning of Article 11 of the Belgian Companies Code, although subject to the assignee undertaking to transfer these rights and obligations back to the assignor (and the assignor undertaking to accept this transfer), as soon as the solidarity between the assignor and the assignee ceases to exist.

21.5. Priority over all previous agreements

Both Parties confirm that this Contract supersedes and replaces any and all previous or current Access Responsible Party agreements between the Parties referring to the same subject matter. If at the time of signing this Contract, the Parties are already bound by a current Access Responsible Party contract for the current year, this Contract supersedes, terminates and replaces the said current contract.

21.6. No waiver

Should one of the Parties at any time fail to demand strict compliance by the other Party of any of the terms, covenants and conditions laid down in this Contract, this may not be construed as a continuing waiver or relinquishment thereof, and each Party may at any time demand strict and complete performance by the other Party of any or all of the said terms, covenants and conditions.

21.7. Invalidity of a clause

The nullity or invalidity of one or more provision(s) of this Contract shall not affect the validity of its remaining provisions. Any provision that is null or invalid under any applicable law shall be deemed omitted from the said Contract, but such omission shall not affect the remaining provisions hereof, which shall remain in full force and effect.

21.8. Licences

ARP shall at all time during the term of this Contract have all of the government permits, licences and/or approvals needed to fulfil the obligations or rights stipulated herein for or on behalf of ARP. If at any given time during this Contract any such permit, licence or approval is suspended and/or withdrawn, Elia may immediately terminate this Contract.

21.9. Applicable law

This Contract will be exclusively governed by and construed in accordance with Belgian law.
Drawn up in Brussels in two originals, of which each Party concerned acknowledges having received one.

ELIA SYSTEM OPERATOR N.V./S.A., represented by:

[•] [•]

David Zenner

[•]

Customer Relations Manager

Date:

Date:

[•] [•], represented by:

[•] [•]

[•] [•]

[•]

[•]

Date:

Date:

SECTION III: Appendices

- Appendix 1: Transmission Rights for Import and Export
- Appendix 2: Cancelled – Not applicable
- Appendix 3: Imbalance
- Appendix 4: Bank Guarantee
- Appendix 5: Procedure for Nominations
- Appendix 6: Contact Information
- Appendix 7: Pooling Agreement
- Appendix 8: Tariff Structure and Invoicing Process

Appendix 1: Transmission Rights for Import and Export

1 **Long-term Transmission Rights for Import and Export**

Long-term Transmission Rights for Import and Export can be obtained by ARP through explicit auctions. The conditions of this auctioning procedure are defined in the European Harmonised Auction Rules (EU HAR), as published on the auction platform's website.

2 **Daily capacities for Import and Export**

The daily capacity available for Import and Export is allocated through an implicit auctioning procedure organised within the framework of Market Coupling.

If the daily capacity for Import and Export cannot be allocated through Market Coupling, explicit auctions will be organised for that daily capacity, as provided by the Shadow Allocation Rules, as published on the auction platform's website. Access Responsible Parties registered in accordance with the aforementioned Shadow Allocation Rules will be notified when such explicit auctions are to be held.

3 **Intraday capacities for Import and Export**

Intraday capacities for Import and Export between the Scheduling Area operated by Elia and another Scheduling Area, if allocated through an implicit and continuous allocation

The Physical Transmission Rights for Import and Export on an intraday basis at the Border between the Scheduling Area operated by Elia and another Scheduling Area are allocated through an implicit and continuous allocation organised by the intraday trading platform.

Intraday capacities for Import and Export between the Scheduling Area operated by Elia and another Scheduling Area allocated through an explicit allocation, in case of fall back

The Physical Transmission Rights for Import and Export on an intraday basis at the Border between the Scheduling Area operated by Elia and another Scheduling Area are allocated through an explicit fall back allocation organised by Elia. The specifications of such a fall back allocation are detailed on Elia's website. This fall back allocation is valid until the go-live of the XBID application¹.

¹ XBID is the Intraday trading platform for single intraday coupling in accordance with Commission Regulation (EU) 2015/1222 of 24 July 2015.

Appendix 2: Cancelled – Not applicable

Appendix 3: Imbalance

ARP's Imbalance per quarter-hour is the difference per quarter-hour between the total Injection into the Elia Grid belonging to ARP's Balancing Perimeter and the total Off-take from the Elia Grid belonging to ARP's Balancing Perimeter¹.

The total Injection belonging to ARP's Balancing Perimeter for a given quarter-hour is the sum of:

- all Imports nominated and executed by ARP for that quarter-hour including those integrated by Elia in the Balancing Perimeter on behalf of ARP, as well as for the BE-GB Border (taking into account the losses for this Border) i) the explicit Imports nominated by ARP in the RNP and ii) the implicit Imports nominated on behalf of ARP, for which Elia and the RNP Operator will ensure that they are directly integrated into ARP's Balancing Perimeter; and
- all actual Injections at the Injection Points, excluding those Injection Points that supply a Closed Distribution System, allocated to ARP, inter alia in the context of the coordination of Generation Units, for that quarter-hour, taking account of all relevant Shared Injections; and
- all Closed Distribution System Injection Positions allocated to ARP; and
- all Distribution Off-take Positions allocated to ARP if the result adds up to a net Injection; and
- all Injections by Internal Commercial Trade nominated by ARP (“as the buyer”) for that quarter-hour; and
- all equivalent Injections as a result of a perimeter correction, in accordance with Article 11.8 of this Contract; and
- the allocated Injection for an Offshore Interconnector Connection Point for the ARP_{O.I.} of that point, in accordance with Article 11.5 and according to the description in Appendix 9 to this Contract.

The Total Off-take belonging to ARP's Balancing Perimeter for a given quarter-hour is the sum of:

- all Exports nominated and executed by ARP for that quarter-hour including those integrated by Elia in the Balancing Perimeter on behalf of ARP, as well as for the BE-GB Border (taking into account the losses for this Border) i) the explicit Exports nominated by ARP in the RNP and ii) the implicit Exports nominated on behalf of ARP, for which Elia and the RNP Operator will ensure that they are directly integrated into ARP's Balancing Perimeter; and
- all actual Off-takes at Off-take Points, excluding those Off-take Points that supply a Closed Distribution System, allocated to ARP for that quarter-hour, taking account of all relevant Band Supplies (according to the provisions of the access contract); and
- all Closed Distribution System Off-take Positions allocated to ARP; and
- all Distribution Off-take Positions allocated to ARP if the result adds up to a net Off-take; and
- all Off-takes by Internal Commercial Trade nominated by ARP (“as the seller”) for that quarter-hour; and

¹ The Imbalance will be adjusted for each participation of ARP in Balancing Services or under Article 7(3) of the Electricity Act in accordance with Article 11.1 of the Contract.

- all equivalent Off-takes as a result of a perimeter correction, in accordance with Article 11.8 of this Contract; and
- the allocated Off-take for an Offshore Interconnector Connection Point for the ARP_{O.I.} of that point, in accordance with Article 11.5 and according to the description in Appendix 9 to this Contract; and
- for the metered Off-take at Off-take Points and for the Distribution Off-take Positions (if it is a net Off-take) and for the net balance (if it is a net Off-take) of Closed Distribution System Injection and/or Off-take Positions connected to the Elia Grid, in accordance with Articles 161 and 162 of the Grid Code for Transmission and, where appropriate, in accordance with the applicable regional legislation, a loss percentage of this Off-take will be allocated additionally to ARP's Balancing Perimeter. These percentages will be published on Elia's website and can, if necessary, be adjusted annually on the basis of the metered losses, pursuant to Article 11.4.

Appendix 4: Guarantee

1 Amount of the required financial guarantee

The amount of the guarantee is a variable amount based on ARP's position. ARP's position, without prejudice to the provisions in relation to the first (1st) month of this Contract, as indicated below, is the highest of the daily Off-take averages allocated to ARP calculated on the basis of the previous calendar month. The daily averages are based on the daily quarter-hourly values of:

- the metered Off-takes at Off-take Points, excluding those Off-take Points that supply a Closed Distribution System, allocated to ARP's Balancing Perimeter; and
- all Closed Distribution System Off-take Positions (if they represent net Off-take), allocated to ARP's Balancing Perimeter; and
- all Distribution Off-take Positions, if they represent a net Off-take, allocated to ARP's Balancing Perimeter; and
- the Export Nominations allocated to ARP's Balancing Perimeter; and
- the Nominations for Internal Commercial Trade (sales transactions) of ARP with other Access Responsible Parties and allocated to ARP's Balancing Perimeter; and
- the absolute value of the metered Active Power that is part of the allocation at the Offshore Interconnector Connection Point to ARP's Balancing Perimeter.

This position is shown in the table below, from which the required guarantee is derived. The amounts of the variable guarantee are calculated by taking 5% of the upper limit of each block over a period of thirty one (31) days, multiplied by €50 per MWh.

Position of ARP (ARP-P)	Variable guarantee amount
ARP-P ≤ 50 MW	€93,000
50 MW < ARP-P ≤ 100 MW	€186,000
100 MW < ARP-P ≤ 200 MW	€372,000
200 MW < ARP-P ≤ 300 MW	€558,000
300 MW < ARP-P ≤ 450 MW	€837,000
450 MW < ARP-P ≤ 600 MW	€1,116,000
600 MW < ARP-P ≤ 750 MW	€1,395,000
750 MW < ARP-P ≤ 900 MW	€1,674,000
900 MW < ARP-P ≤ 1050 MW	€1,953,000
1050 MW < ARP-P ≤ 1200 MW	€2,232,000
1200 MW < ARP-P ≤ 1500 MW	€2,790,000
ARP-P > 1500 MW	€3,000,000

1.1 First month of the Contract: setting the financial guarantee

ARP's position for its first (1st) month in the Contract is determined by mutual agreement between the Parties, based on ARP's estimated highest position for the coming three (3) months. This value will form the basis for determining the set point for the value of the guarantee. In all cases, the minimum guarantee is always €93,000.

1.2 Monitoring and control of the financial guarantee for each Access Responsible Party

On its own initiative, ARP will immediately adjust its guarantee in accordance with the rules set out below. Elia will check in good time to ensure that ARP has complied with its obligations.

- If ARP's position is more than 20% higher than the position for which the guarantee has been determined for more than two (2) days in any given month, ARP will immediately, and at the latest within three (3) weeks of this position occurring, increase its guarantee to the required level. ARP's position may never be more than 40% above the position for which a guarantee has been issued.
- Also, if the value of the guarantee is lower than the average of the last two (2) invoices sent out to ARP, ARP will immediately, and at the latest within three (3) weeks of the occurrence of this situation, increase its guarantee to this average level.

If for a period of at least one (1) month ARP's position is lower than the level covered by the guarantee, ARP may obtain a reduction in its guarantee in accordance with the table above. Elia will approve this reduction in the guarantee under the aforementioned circumstances.

Standard Bank Guarantee form related to the Contract [●]

Bank guarantee at first request issued by [●] bank in favour of: Elia System Operator NV/SA, a company established under Belgian law, whose registered offices are at Keizerslaan 20/Boulevard de l'Empereur 20, 1000 Brussels, company registration number 0476.388.378.

Features of our payment guarantee: < [●] > **(to be completed by the bank)** (to be stated in all your correspondence)

Our client [●] informs us that on [●] **(date ARP Contract was signed by client)** it entered into an Access Responsible Party Contract with reference [●] with you in relation to access responsibilities in connection with access to the Elia Grid.

The terms of this contract provide for the issuing of an irrevocable bank guarantee payable at first demand in the amount of [●] **(Euro and amount in figures and words)** in order to secure the payment obligations of our client.

Accordingly we, [●] bank, hereby irrevocably and unconditionally undertake to pay a maximum amount of [●] **(Euro and amount in figures and words)** on your first demand and without being able to dispute the grounds for such payment.

This guarantee comes into effect from today.

To be valid, any invoking of this guarantee:

If the guarantee is destined for another country/for the purposes of identification, any demand for payment must be made through a bank that confirms that the signatures on your letter of demand are validly binding on you.

- must reach us at the latest on [●] **(expiry date of the guarantee)**; and
- must be accompanied by your written statement to the effect that [●] has not complied with its obligations arising from this ARP Contract and has not made its payments, despite the fact that you, as the supplier, have provided the services in accordance with the Contract; and
- must be accompanied by a copy of the unpaid invoice(s) and a copy of your letter of default.

If it is not invoked in accordance with the conditions stated above or unless the grant of a guarantee is approved by us, this guarantee automatically becomes null and void on the first calendar day after [●] **(expiry date of the guarantee)**.

This guarantee is subject to Belgian law and Belgian courts alone have the jurisdiction to rule on any dispute in relation to this guarantee.

Appendix 5: Procedure for Nominations

1 Procedure for Nominations

1.1 Nominations of Import and/or Export

Day-Ahead Nominations for Day D with respect to Physical Transmission Rights for Import and Export for the time period set out in the EU HAR rules at the BE-GB Border will, where appropriate, be nominated by ARP in the RNP in accordance with the Channel Region Long-Term Nomination Rules.

If the daily capacity for Import and Export cannot be allocated through Market Coupling, the Day-Ahead Nominations for Day D with respect to Physical Transmission Rights will be submitted to Elia by ARP in accordance with Elia's instructions, depending on the daily capacity allocated at the explicit auctions at the relevant Borders as provided by the Shadow Allocation Rules, as published on the auction platform's website. At the BE-GB Border, the Nominations with respect to Physical Transmission Rights will, where appropriate, be nominated by ARP in the RNP in accordance with the BE-GB Day-Ahead Nomination Rules.

Day-Ahead and Intraday Import and/or Export Nominations at the BE-GB Border are nominated on behalf of a Shipping Agent with regard to the implicit market coupling at this Border.

–

For the allocation of Intraday Physical Transmission Rights for Import and/or Export between the Scheduling Area operated by Elia and another Scheduling Area, Intraday Nominations will be integrated by Elia on behalf of ARP in the ARP Balancing Perimeter after Gate closure.

Nominations involving Import and/or Export between the Scheduling Area operated by Elia and another Scheduling Area must be submitted with an accuracy of 0.1 MW. Nominations must contain an Active Power value for each Hour of the day with regard to the corresponding Physical Transmission Right of ARP. For the BE-GB Border, the rules of the RNP apply.

ARP must state its Counterparty on the Nomination Form (its Counterparty being the party submitting the corresponding Nomination to the grid operator operating the relevant Scheduling Area). In general, this party is ARP itself. In the case of an International Exchange with the Dutch Scheduling Area, this party must be the Counterparty communicated in advance to the grid operator operating the Dutch Scheduling Area, whether this is ARP itself or another Access Responsible Party who has concluded an Access Responsible Party Contract with the grid operator operating the Dutch Scheduling Area and with Elia. The name of the Counterparty on the Nomination form must be the unique EIC code¹ of the Counterparty. For the BE-GB Border, the rules of the RNP apply.

1.2 Nominations involving Off-take Points or Injection Points and Closed Distribution System Positions

The process described in this section also applies to Closed Distribution System Positions connected to the Elia Grid.

Day-Ahead Nominations for Day D relating to access rights concerning an Off-take Point allocated in accordance with the procedures laid down in Article 11.1 or a Closed Distribution System Position must be submitted to Elia by ARP before 2.30 p.m. on Day D-1.

¹ More information about the Energy Identification Codes (EIC codes) is available on the ENTSO-E website at the following link: <https://www.entsoe.eu/data/energy-identification-codes-eic/Pages/default.aspx>.

Day-Ahead Nominations for Day D relating to access rights concerning an Injection Point allocated in accordance with the procedures laid down in Article 11.1 must be submitted to Elia by ARP before 3 p.m. on Day D-1.

Day-Ahead Nominations for Day D relating to access rights involving an Injection Point relating to a Generation Unit supplying the Strategic Generation Reserve, allocated in accordance with the procedures laid down in Article 11.1, must be submitted to Elia by ARP before 10 a.m. on Day D-1.

Intraday Nominations for Day D relating to access rights for an Injection Point must be submitted to Elia by ARP, in accordance with the conditions of the CIPU Contract and, regarding the Strategic Generation Reserve, in accordance with the additional procedures set out in the contracts concluded with Elia relating to the supply of the Strategic Generation Reserve, between 6 p.m. on Day D-1 and 10.45 p.m. on Day D.

Nominations involving Off-take Points or a Closed Distribution System Position must be submitted for each Off-take Point or for each Closed Distribution System Position with an accuracy of 0.1 MW. Nominations involving Injection Points connected to the Elia Grid must be submitted for each Injection Point and per alternator with an accuracy of 0.1 MW. The Nominations must contain an Active Power value for each quarter-hour of the day with regard to the corresponding access right of ARP.

1.3 Nominations involving Distribution Off-take Positions

Day-Ahead Nominations involving Off-take Points or Injection Points connected to a grid other than the Elia Grid and belonging to the balancing area operated by Elia must be submitted for each distribution network with an accuracy of 0.1 MW before 2.30 p.m. on Day D-1. The Nominations must contain an Active Power value for each quarter-hour of the day with regard to the corresponding access rights of ARP.

If Injection Points connected to a grid other than the Elia Grid have an impact on the Elia Grid, then the Nominations for those injections must be submitted for each Injection Point.

1.4 Nominations relating to Internal Commercial Trade

Day-Ahead Nominations for Day D involving Day-Ahead Internal Commercial Trade must be submitted to Elia by ARP before 2 p.m. on Day D-1.

Intraday Nominations for Day D involving Intraday Internal Commercial Trade must be submitted to Elia by ARP before 2 p.m. on Day D+1 and the submission can start after 11 p.m. on Day D-1 at the latest.

Nominations involving Internal Commercial Trade must be submitted with an accuracy of 0.1 MW. Day-Ahead Nominations for Day D relating to Day-Ahead Internal Commercial Trade must include as a global value all of the energy exchanged on a Day-Ahead basis on a Belgian power exchange operated by a CCP. The Nominations must contain an Active Power value for each quarter-hour of the day. ARP must state its Counterparty on the Nomination form (its Counterparty being Elia or the Access Responsible Party with which the energy is exchanged). The name of the Counterparty on the Nomination form must be the unique EIC code of the Counterparty.

Each Nomination involving an Internal Commercial Trade with another Access Responsible Party must be confirmed by a corresponding Nomination submitted by this other Access Responsible Party. Elia will inform ARP by means of its E-Nominations system on Day D-1 for Day-Ahead Internal Commercial Trade or on Day D+1 for Intraday Internal Commercial Trade whether or not a Nomination involving an Internal

Commercial Trade has been confirmed by an equivalent Nomination submitted by the corresponding other Access Responsible Party.

In the event that the two Nominations for an Internal Commercial Trade are not equal for one or more quarter-hours, ARP may correct the Nomination in question until 2.30 p.m. on Day D-1 for a Day-Ahead Internal Commercial Trade and on Day D+1 for an Intraday Internal Commercial Trade. If for any reason, ARP cannot access Elia's E-Nominations system and therefore is not informed whether its Nomination has been confirmed or not by an equivalent Nomination from the corresponding Access Responsible Party, ARP should contact Elia's Energy Scheduling Office (see Appendix 6 – Contact Information - Submission of Nominations or see our website under "Documentation").

1.5 Nominations involving an Offshore Interconnector Connection Point

The Nominations for Day D relating to an Offshore Interconnector Connection Point in accordance with Article 12.2.4 and the description in Appendix 9: must be submitted to Elia by ARP_{o.i.} before 2.30 p.m. on Day D-1 with an accuracy of 0.1 MW.

2 Nomination system

2.1 Nominations involving Internal Commercial Trade, Import and/or Export, for Off-take Points, Distribution Off-take Positions, Closed Distribution System Off-take Positions connected to the Elia Grid and an Offshore Interconnector Connection Point.

Nominations involving Internal Commercial Trade and Import and/or Export, for Off-take Points, for Distribution Off-take Positions and for Closed Distribution System Off-take Positions must be submitted via Elia's E-Nominations system on the Elia website or can be consulted by ARP via Elia's E-Nominations system on the Elia website i) in case of integration by Elia in its Balancing Perimeter on behalf of ARP and ii) in case of Import and/or Export for the BE-GB Border.

With regard to Import and/or Export for the BE-GB Border, ARP's Nominations must be submitted via the RNP and not directly via the E-Nominations system. However, ARP can consult these Import and/or Export Nominations via Elia's E-Nominations system on the Elia website.

To be able to enter Nominations at the BE-GB Border, ARP must have concluded a Nomination Participation Agreement.

If the RNP nomination system is unavailable, Elia reserves the right, in consultation with the RNP Operator, to designate another nomination system for Nominations at the BE-GB Border. In such a case, Elia undertakes to communicate in good time about the applicable nomination procedures, which may deviate from the principles laid down in this Contract if necessary.

Access to Elia's E-Nominations system is only possible with a valid user ID and password.

The Access Responsible Parties must take all necessary measures to prevent any abuse or misuse of the user ID provided by Elia. In the event of abuse or misuse of this user ID, Elia shall not be liable in any way. The Access Responsible Parties shall indemnify Elia for any loss, costs and damages incurred resulting from the said abuse or misuse of the user ID and shall protect Elia against any claims from third parties related to the abuse or misuse of the user ID.

Some maintenance operations or unscheduled periods of unavailability may cause the temporary unavailability of Elia's E-Nominations system and/or the Intraday allocation system.

Such scheduled and unscheduled periods of unavailability may involve the cancellation of one or more Gates. In this case, Elia will not take into account any Intraday Import and/or Export Nominations by ARP relating to the Gate(s) concerned.

The cancellation of such Gates shall not give entitlement to any compensation.

For information about the Elia E-Nominations system and access to this system, please contact Elia's Energy Scheduling Office (see Appendix 6 – Contact Information - Submission of Nominations, or see our website under "Documentation").

For information about the RNP and access thereto, please refer to the Nomination Participation Agreement.

Receipt of Nominations submitted to Elia by ARP is not guaranteed. ARP must check on Elia's E-Nominations system to see whether the Nomination submitted by ARP has been safely received by Elia.

2.2 Nominations involving Injection Points

Nominations involving Injection Points must be submitted in accordance with the provisions of the CIPU Contract (see Article 198 of the Grid Code for Transmission).

Appendix 6: Contact Information

Except where expressly stated otherwise, all notifications and requests needed and required in accordance with the Contract, shall be deemed duly given if and when they are made or sent by telephone, email or registered letter, whether or not with acknowledgement of receipt, carriage prepaid, to the following address, which may be subject to change:

For ARP:

GLN-code: [•]

EIC-code: [•]

Contact details for contractual relations:

Contact person 1 for contractual relations¹	
Language ² :	[•]
Title:	[•]
First name:	[•]
Surname:	[•]
Function:	[•]
Address ³ :	[•] [•]
Tel.:	[•]
Tel. (Mobile):	[•]
E-mail:	[•]

Contact person 2 for contractual relations	
Language ² :	[•]
Title:	[•]
First name:	[•]
Surname:	[•]
Function:	[•]
Address ³ :	[•] [•]
Tel.:	[•]
Tel. (Mobile):	[•]
E-mail:	[•]

¹ The telephone number (Mobile if no fixed line is provided) and e-mail address of the first contact person are published in the list of Access Responsible Parties on Elia's website.

² Preferred language for individual communication (Dutch/French/English)

³ For the contact person contractual relations, a postal address must be provided.

Contact details for Nominations

Contact persons /departments that will receive e-mail notifications regarding nominations during business hours (preferably 1 department, or otherwise a maximum of 5 departments or persons):

Contact person / Department 1 for e-mail notifications relating to Nominations	
Language ¹ :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
E-mail:	[•]

Contact person / Department 2 for e-mail notifications relating to Nominations	
Language ¹ :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
E-mail:	[•]

Contact person / Department 3 for e-mail notifications relating to Nominations	
Language ¹ :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
E-mail:	[•]

Contact person / Department 4 for e-mail notifications relating to Nominations	
Language ¹ :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
E-mail:	[•]

Contact person / Department 5 for e-mail notifications relating to Nominations	
Language ¹ :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
E-mail:	[•]

¹ Preferred language for individual communication (Dutch/French/English)

Contact persons/departments to be contacted by telephone during business hours (preferably 1 department, or otherwise a maximum of 5 departments or persons):

Contact person / Department 1 for telephone contacts relating to Nominations	
Language ¹ :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
Tel.:	[•]
Tel. (Mobile):	[•]

Contact person / Department 1 for telephone contacts relating to Nominations	
Language ¹ :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
Tel.:	[•]
Tel. (Mobile):	[•]

Contact person / Department 1 for telephone contacts relating to Nominations	
Language ¹ :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
Tel.:	[•]
Tel. (Mobile):	[•]

Contact person / Department 1 for telephone contacts relating to Nominations	
Language ¹ :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
Tel.:	[•]
Tel. (Mobile):	[•]

Contact person / Department 1 for telephone contacts relating to Nominations	
Language ¹ :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
Tel.:	[•]
Tel. (Mobile):	[•]

¹ Preferred language for individual communication (Dutch/French/English)

Contact details available 24 hours a day for nominations

(with sufficient knowledge of the specifications and the conditions governing Nominations; preferably 1 department, or otherwise a maximum of 5 departments or persons)

Contact person / Department 1 - 24 hours a day available for Nominations	
Language ¹ :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
Tel.:	[•]
Tel. (Mobile):	[•]
E-mail:	[•]

Contact person / Department 2 - 24 hours a day available for Nominations	
Language ¹ :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
Tel.:	[•]
Tel. (Mobile):	[•]
E-mail:	[•]

Contact person / Department 3 - 24 hours a day available for Nominations	
Language ¹ :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
Tel.:	[•]
Tel. (Mobile):	[•]
E-mail:	[•]

Contact person / Department 4 - 24 hours a day available for Nominations	
Language ¹ :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
Tel.:	[•]
Tel. (Mobile):	[•]
E-mail:	[•]

Contact person / Department 5 - 24 hours a day available for Nominations	
Language ¹ :	[•]
Title:	[•]
First name:	[•]

¹ Preferred language for individual communication (Dutch/French/English)

Surname (or department):	[•]
Tel.:	[•]
Tel. (Mobile):	[•]
E-mail:	[•]

Contact details for Metering and Measurements

Contact person / Department for Metering and Measurements	
Language ¹ :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
Tel.:	[•]
Tel. (Mobile):	[•]
E-mail:	[•]

¹ Preferred language for individual communication (Dutch/French/English)

Contact details for invoicing¹:

1. Company to be invoiced

Company name:	[•]
Legal form:	[•]
Address of head office:	[•] [•]
Company number:	[•]
VAT number:	[•]

2. Address to which to send the invoices

Address to which to send the invoices	[•] [•]
---------------------------------------	------------

3. Contact person / Accounting Department

Contact person / Accounting Department	
Language ² :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
Tel.:	[•]
Tel. (Mobile):	[•]
E-mail:	[•]

4. Electronic invoicing

Approval by ARP to receive any invoice or credit note relating to the Contract by electronic mail:

E-mail address for electronic invoicing³: [•]

Date: ARP's Signature

¹The data in the grey cells will be mentioned on the invoice. The other data are required to correctly process the company and contact details in our databases.

² Preferred language for individual communication (Dutch/French/English)

³ By providing the e-mail address for electronic invoicing, ARP agrees to send all invoices or credit notes relating to the Contract by electronic mail to the company to be invoiced. Elia will then send an electronic invoicing request form to be filled in by the invoiced company. Elia will use electronic invoicing as soon as possible after receipt of this completed and signed form. This e-mail address may not be used in any context other than electronic invoicing.

For Elia:

For all contractual aspects:

[•][•]

[•]

Boulevard de l'Empereur 20
1000 Brussels – Belgium

Tel.: [•]

Email: [•]

or

Email of Customer Service: CS@elia.be

For Day-Ahead Nominations and Intraday Nominations relating to Internal Commercial Trade

Energy Scheduling Office

Tel.: +32 2 382 21 33 (if no reply: +32 2 382 22 97)

Email: dngriidaccess@elia.be

For Intraday Nominations except for Intraday Nominations relating to Intraday Internal Commercial Trade

National Dispatching

Tel.: +32 2 382 23 97

Email: dispatching@elia.be

Submission of Nominations involving Internal Commercial Trade, Import and/or Export or Off-take Points:

All Nominations sent by the E-Nominations system must be submitted via the following URL:

For the Business-to-Customer interface (B2C):

<https://nominations.elia.be/B2C>

For the Business-to-Business interface (B2B):

<https://nominations.elia.be/B2B>

Submission of amendments to Nominations relating to Band Supplies:

Energy Scheduling Office

Tel.: +32 2 382 21 33 (if no reply: +32 2 382 22 97)

Email: dngriidaccess@elia.be

Submission of Nominations involving Injection Points:

See the CIPU Contract, as laid down in Article 198 of the Grid Code for Transmission.

On-line operation (Day D): National Dispatching

Tel.: +32 2 382 23 97 (if no reply: +32 2 382 22 97)

Email: dispatching@elia.be

Invoices:

Settlement Services

Boulevard de l'Empereur 20

1000 Brussels – Belgium

Tel.: +32 2 546 74 74

Email: Settlement.services@elia.be

For all matters relating to Metering and Measurements:

Metering Services

Boulevard de l'Empereur 20

1000 Brussels – Belgium

Tel.: +32 2 546 74 11

Email: Metering.services@elia.be

Appendix 7: Pooling Agreement

The Pooling Agreement referred to in Article 19 of the Contract must be notified to Elia at the address stated in Appendix 6 to the Contract (for the attention of the contact person for contractual relations) and to be valid must only contain the wording and information below, and no other wording or information (except for the missing information indicated by asterisks, which must be validly entered by the parties entering into the Pooling Agreement):

Pooling Agreement

*** (A = name and details (contract references of the Access Responsible Party) for all of the Access Responsible Parties forming a pool, referred to hereinafter as the "Pooling Parties")

**** (B = name and details of the Access Responsible Party who will be the Head of the Pool)

*** (start date of the pool)

*** (end date of the pool (if defined))

Declaration of all the Pooling Parties:

We, the undersigned Access Responsible Parties, hereby declare to Elia that we will abide by the terms of our respective Access Responsible Party Contracts and, notwithstanding the said pooling, will carry out and fulfil all of our obligations, as agreed with Elia, as set out in the aforementioned contracts.

Regardless of any existing arrangements, contracts, agreements or any other form or circumstance that we, the Pooling Parties, may have between ourselves, we will at all times during our respective Access Responsible Party Contracts give priority to our obligations as per the aforementioned Access Responsible Party Contracts.

Elia is hereby expressly entitled to benefit from all the stipulations or agreements provided, directly or indirectly, herein and may act, if and when necessary, in relation to any of the Pooling Parties mentioned herein. All of the Pooling Parties mentioned above are bound to Elia for their respective obligations to Elia pursuant to their respective Access Responsible Party Contracts. To avoid any ambiguity, each of the Pooling Parties waives the benefit of discussion and division with regard to Elia.

**** Date of notification to Elia.

**** Signature by the authorised persons of each Pooling Party.

Appendix 8: Tariff Structure and Invoicing Process

This Appendix is an integral part of the Access Responsible Party Contract with the following reference: [●]

(referred to hereinafter as the “Contract”)

This Appendix shall be adopted and modified, as the case may be, during the approval of the Tariffs applicable to Imbalance, under Article 16 of this Contract.

1 Tariff principles

The Tariffs applicable to Access Responsible Parties are the most recent final Tariffs approved or imposed by CREG. They include the Tariff for maintaining and restoring the individual balance of Access Responsible Parties and the Tariff for external inconsistency.

These 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 Tariff for maintaining and restoring the individual balance of Access Responsible Parties

The Tariff for maintaining and restoring the individual balance of Access Responsible Parties is invoiced to the Access Responsible Party if in its Balancing Perimeter an Imbalance is noted between, on the one hand, all Injections, Import and physical purchases and, on the other, the Export and sales, in accordance with Appendix 3. The Tariff for maintaining and restoring the individual balance of Access Responsible Parties is calculated by means of the Imbalance mechanism in force.

1.2 Tariff for external inconsistency

Half of the amount of the Tariff for external inconsistency is invoiced to each of the two Access Responsible Parties involved in the respective inconsistency, when Elia has received a Nomination from each of the Access Responsible Parties.

In the case where an Access Responsible Party submits a Nomination to Elia, while its Counterparty does not, the price applies to the quantities indicated in this Access Responsible Party's Nomination and the amount for external inconsistency is entirely invoiced to this Access Responsible Party.

In the case where an Access Responsible Party submits a Nomination to Elia, while its Counterparty is a CCP, the price applies to the quantities indicated in this Access Responsible Party's Nomination and the amount for external inconsistency is entirely invoiced to this Access Responsible Party. This rule also applies in the event of inconsistency in the Nominations between a Shipping Agent and a CCP. In that case, the Shipping Agent is invoiced the full amount for external inconsistency, except for inconsistencies arising from the effects of rounding-off.

In the case where an Access Responsible Party, which is itself a CCP, submits a Nomination to Elia, while its Counterparty is also a CCP, the price applies to the quantities indicated in this Access Responsible Party's Nomination and the amount for external inconsistency is entirely invoiced to the CCP on the sales side of the transaction (the “seller”).

2 Invoicing

2.1 Imbalance bill

2.1.1. *Initial invoice*

In accordance with Articles 10, 11.6, 12.3.3, 12.3.5 and 12.3.6 of the Contract, Elia shall define, as appropriate, an initial account of the Imbalances of ARP for each quarter-hour, following the end of each calendar month, and at the latest one (1) calendar month after Elia has received:

- all the necessary data relating to ARP's Distribution Off-take Positions from the distribution system operators;
- all the necessary data relating to ARP's Closed Distribution System Positions from the Closed Distribution System Operators.

In case of pooling between several Access Responsible Parties, the invoice is sent to the Head of the Pool, according to Article 19.

2.1.2. *Adjustment*

Adjustment relates to the final account and is only possible once the data regarding the Distribution Off- take Positions and/or of the Closed Distribution System Positions received from the distribution system operators and the Closed Distribution System Operators, as well as the Balancing Services activation data, are final in accordance with the processes in place.

The invoice is sent out according to an annual cycle. Following the expiry of this adjustment, ARP's Imbalances are final.

In case of pooling between several Access Responsible Parties, the invoice is sent to the Head of the Pool, according to Article 19.

2.2 Invoice for external inconsistency

An invoice for external inconsistency is drawn up when an external inconsistency occurs under the principles set out above in this Appendix.

Appendix 9: Provisions concerning Access Responsible Party associated with an Offshore Interconnector (ARPO.I.)

This Appendix contains some clarification regarding the conditions and obligations that apply to an ARPO.I.. These relate to the allocation at an Offshore Interconnector Connection Point to the Balancing Perimeter of an ARPO.I., the conditions that an ARPO.I. must comply with when making its Nominations and also general conditions applicable to an ARPO.I..

1. Procedure for allocation at an Offshore Interconnector Connection Point:

An ARPO.I. is allocated, with respect to its Offshore Interconnector Connection Point, an Injection or Off-take in its Balancing Perimeter corresponding to the difference between:

- on the one hand, the metered physical Active Power at the Offshore Interconnector Connection Point that is either physically injected into the Belgian control area (an import) or physically taken from the Belgian control area (an export); and
- on the other hand, the net result of all the Import and Export Nominations at the relevant Border of the Offshore Interconnector, taking into account the loss factor of the Offshore Interconnector. This net result consists of:
 - the Day-Ahead and Intraday Import and Export Nominations of the Access Responsible Parties at the Offshore Interconnector; and
 - the Offshore Operational International Exchanges, where applicable.

2. Conditions applying to the Nominations of an ARPO.I.

As set out in Article 12.2.4, an ARPO.I. must submit a Nomination to Elia on Day D-1 for each quarter-hour of Day D for its Offshore Interconnector Connection Point. This Nomination must correspond to the best estimate of the difference, for each quarter-hour, between:

- the expected physical Active Power (net physical Injection or net physical Off-take) at the Offshore Interconnector Connection Point; and
- the net result of all the Day-Ahead Import and Export Nominations of other Access Responsible Parties at the relevant Border of the Offshore Interconnector and, where applicable, the known Offshore Operational International Exchanges. The loss factor of the Offshore Interconnector must be taken into account.

The Nominations on Day D-1 for an Offshore Interconnector Connection Point are, by default, equal to zero (0) for each quarter-hour, unless otherwise indicated to Elia by the ARPO.I. on Day D-1.

Nominations by an ARPO.I. may only be made in an operational context, and not for arbitrage purposes. Both Elia and CREG are entitled at any time to ask the ARPO.I. to explain the origin and purpose of its Nominations.

Appendix 10: Notification to ARP in the context of an activation of non-CIPU¹ Technical Units in ARP's Balancing Perimeter

This appendix describes in its entirety the process of the notification to ARP in the context of an activation as described in Art. 11.8.2 and 11.8.3 from non-CIPU Technical units in ARP's Balancing Perimeter. In the case of such an activation ², Elia shall give ARP information regarding the activated volume in ARP's Balancing Perimeter. This information is based on the data communicated by the FSP to Elia.

1. First notification to ARP:

A first notification is sent to ARP during fifteen (15) minutes before the start of the activation period and at the latest three (3) minutes before the start of the activation. This first notification corresponds to an estimate by Elia of the maximum volume that can be activated in the ARP's Balancing Perimeter for each quarter of an hour of the activation period. This maximum volume corresponds to the sum of the maximum contributions of all the Delivery Points of the activated bid, or in the case of the activated SDR, the activated SDR units located in ARP's Balancing Perimeter.

2. Second notification to ARP:

A second notification is sent to ARP as soon as Elia has received an acceptance message from the FSP related to the activation request of the relevant bid or, in case of SDR, the relevant SDR unit. The FSP sends its acceptance message at the earliest:

- Upon receipt by the FSP of the activation acceptance sent by Elia in the case of a Balancing Service, of
- From the start of the quarter hour preceding the Effective Delivery in case of SDR

In all cases, the FSP sends its acceptance message at the latest within three (3) minutes after the start of the activation period. With this notification, Elia announces to ARP that an activation is taking place in its Balancing Perimeter. The volume communicated to ARP is the total volume activated by the FSP in ARP's Balancing Perimeter and is equal to the sum of activated volumes for each Delivery Point in its Balancing Perimeter. This information is based on the distribution of the Ordered Volume across the various Delivery Points, as communicated by the FSP to Elia in its abovementioned acceptance.

This notification is sent by email (contact available 24 Hours a day in accordance with Appendix 6 to this Contract).

If the FSP does not send an acceptance of the activation request, the FSP is considered not to have executed the activation and no notification is sent to ARP.

3. Third notification to ARP

A third notification to ARP takes place from the moment Elia receives a confirmation from the FSP about the activation. This happens at the latest three minutes after the end of the activation period. In the third notification, Elia confirms the total volume that has been activated in ARP's Balancing Perimeter. The information communicated to ARP is based on the distribution of the Ordered Volume across the different Delivery Points, as communicated by the FSP to Elia.

If the FSP does not send a confirmation of the activation request, Elia is not able to send a confirmation to ARP of the total volume activated by the FSP in ARP's Balancing Perimeter.

¹ For those market situations defined in sections 8.1 and 8.2 of the Transfer of Energy Rules.

This notification is sent by email (contact available 24 Hours a day in accordance with Appendix 6 to this Contract).

The diagram below illustrates the different steps and communication between Elia, ARP and the FSP during an activation.

