

Access

Balance Responsible Party Contract

~~(ARP Contract)~~

~~!!~~

'BRP Contract'

!!! FOR INFORMATION PURPOSES ONLY_!!

BRP Contract referenceReference: [●]

between:

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

~~referred to~~ hereinafter referred to as "Elia", 'Elia'

and

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

~~referred to~~ hereinafter referred to as "ARP". 'BRP'.

Elia and ARP[BRP] may also each hereinafter be referred to individually as "the Party" or 'the Party' and jointly as "the Parties". 'the Parties'.

Whereas:

- Elia owns, or at least has the right to use or operate ~~the largest part, most~~ of the Belgian ~~transmission~~ grid;
- Elia has ~~been~~ officially ~~designated as the transmission~~ been appointed system operator;
- ARP[BRP] has expressed its willingness to become an Accessa Balance Responsible Party (BRP) according to the terms and ~~condition~~conditions of this BRP 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 BRP Contract is not a contract granting ~~ARP~~ access to the Elia Grid;

~~the~~The following ~~points have~~has been agreed:

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Section I: Glossary and object of the BRP Contract

Definitions

1 Except where there is Glossary

~~Unless specified further specification aimed at application~~ for the purposes of implementing the BRP Contract, ~~and though without ignoring the stipulations of disregarding public order policy provisions~~, the concepts ~~defined set out~~ in EU legislation (more specifically with regard to the organisation of the electricity market), the Electricity Act, the ~~electricity~~ decrees and/or ordinances ~~in relation relating~~ 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 BRP Contract ~~in the sense of under~~ these statutory or regulatory definitions.

~~Consequently~~As such, the following definitions apply for the purposes of the BRP Contract:

“

[BRP]: The BRP that signed this BRP Contract.

Access Contract: As defined in the Federal Grid Code.

~~Access Holder”:~~ the The party requesting access who concludes ~~an access~~the Access Contract with Elia; ~~this.~~ This may be the Elia Grid User or any other natural person or legal person entity designated by the Elia 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~~Access Point: Point, defined by physical location and voltage level, at which access to the Elia Grid is granted to the Access Holder with a goal to injecting or taking off power, from an electricity generation unit, a consumption facility, a non-synchronous storage facility, or a CDS connected to the Elia Grid. An Access Point is associated with one or more connection points of the Elia Grid User in question with the same voltage level and within the same substation.

Act of 2 August 2002: The Act of 2 August 2002 on combating late payments in commercial transactions, as amended where applicable.

Active Power: As defined in the EU RfG Network Code.

Appendix: An appendix to the BRP Contract.

Balance Responsible Party associated with a Flexibility Service Provider” or “ARPFsp”: ~~the Access~~BRPFsp: The Balance 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 of~~ the ~~allocated~~-delivered energy allocated as a result of the Transfer of Energy in its Balancing Perimeter;.

“Access Balance Responsible Party associated with an Offshore Interconnector” or **“ARP_O/BRP_{O.I.}”**: ~~the~~; The owner of an Offshore Interconnector, ~~except for who is not~~ the system operator, and who signs an Access Balance Responsible Party contract. An ARP_O Contract. The BRP_{O.I.} is in particular responsible for charge of the Active Power allocated to it in relation to the Offshore Interconnector within its Balancing Perimeter for the Connection Point of this Offshore Interconnector in its. The Balancing Perimeter. The ARP_O of the BRP_{O.I.} cannot have may not comprise any other physical Off-take/Offtake or Injection (i.e. whether an Off-take/Offtake or Injection Point enconnected to the Elia Grid, a distribution Injectionsystem or Off-take or a Closed-Distribution System Injection or Off-take) allocated in its Balancing Perimeter a CDS) other than the Offshore Interconnector-Connection Point of the to its 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 $3 \times U \times I \times \cos \varphi$, 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 Balance Responsible Party; Contract or BRP Contract (also referred to as Access Responsible Party Contract or ARP Contract): The contract concluded between the transmission system operator and the Balance Responsible Party pursuant to the Federal Grid Code.~~

Balance Responsible Party or BRP (also designated as Access Responsible Party or ARP): Natural person or legal entity as defined in the EU EBGL Guideline and recorded in the Register of Balance Responsible Parties.

Balancing Perimeter: All Injection and Offtake allocated to [BRP] as defined in Articles 14 and 19 of the BRP Contract.

Balancing Service Provider or BSP: As defined in the EU EBGL Guideline.

Balancing Service: As defined in the EU EBGL Guideline.

Band Supply: The Active Power on a quarter-Hourly basis for an Offtake Point that has been submitted by a Balance Responsible Party and confirmed by the Grid User concerned. ARP's in question. The [BRP] Balancing Perimeter is adjusted/suitable for all relevant Band Supplies. The in question. The Access Contract sets out the specifications for Band Supplies are described in the access contract;

“Banking Days”: ~~the working; The business~~ days of the Belgian banking sector ~~in Belgium;~~

“BE-GB Day-Ahead Explicit Auction Rules: The rules setting out the terms and conditions of allocating the available day-ahead transmission rights by means of explicit auction, applicable to the BE-GB Border, approved by CREG.

BE-GB Day-Ahead Nomination Rules”: ~~nomination rules;~~ Rules for submitting External Commercial Trade Schedules regarding explicit Day-Ahead Physical Transmission Rights ~~for Day-Ahead applying,~~ applicable to the BE-GB Border, approved by CREG and as published on Elia's website.

BE-GB Intraday Explicit Auction Rules: The rules setting out the terms and conditions of allocating the available intraday transmission rights by means of explicit auction, applicable to the BE-GB Border, approved by CREG.

BE-GB Intraday Nomination Rules: Nomination rules for explicit intraday Physical Transmission Rights, applicable to the BE-GB Border, approved by CREG and as published on ~~Elia's~~Elia's website;

“BE-GB Long-Term Explicit Auction Rules: The rules setting out the terms and conditions of allocating the available long-term transmission rights by means of explicit auction, applicable to the BE-GB Border, approved by CREG.

BE-GB Long-Term Nomination Rules: Nomination rules for explicit long-term Physical Transmission Rights, applicable 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: The largest geographical area within which Balance Responsible Parties ~~may~~can exchange energy without resorting to International Exchanges at ~~the~~Borders;

“Border”: ~~the;~~ 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~~ at which an International Exchange; ~~may take place.~~

“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;

“T&C BRP: The terms and conditions applying to BRPs, of which this contract is an appendix, as referenced in the EU EBGL Guideline.

CDS Access Point”: ~~or~~ **Access Point on the** ~~access~~**CDS:** Virtual point corresponding to the Closed Distribution System of a Closed Distribution System User, where all its sum (per substation and per voltage level) of the 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 off-take of a CDS user (based on metering configurations) used to calculate the Electricity Act and cost of using the electricity decrees CDS.~~

CDS Allocation: ~~The off-take and/or ordinances, closed industrial system or closed professional system) injected energy on a quarter-Hourly basis at all Market Access Points that the Balance Responsible Party is the grid directly tasked with monitoring within a CDS 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, and 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 the Balance Responsible Party by a Closed Distribution System the Operator connected to the Elia Grid; of this CDS.~~

“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”: ~~CDS Injection Allocation: The energy injected on a quarter-hour Hourly basis at all Market Access Points that the Balance Responsible Party is tasked with monitoring within a CDS connected to the Elia Grid, and that is allocated to the Balancing Perimeter of an Access this Balance Responsible Party party by a Closed Distribution System the Operator connected to the Elia Grid; of this CDS.~~

“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”: ~~CDS Offtake Allocation: The energy taken off on a quarter-Hourly basis at all Market Access Points that the Balance Responsible Party is tasked with monitoring within a CDS connected to the Elia Grid, and that is allocated to the Balancing Perimeter of this Balance Responsible Party by the Operator of this CDS.~~

CDS Operator: ~~A natural person or legal entity designated by the relevant authority as operator of the CDS.~~

CDS User: ~~A natural person or legal entity who injects electricity into or takes electricity from a CDS.~~

Central Counterparty or CCP: ~~As defined in the EU CACM Guideline.~~

Channel Region Long-Term Nomination Rules: ~~Nomination rules for Physical Transmission Rights concerning Channel Bidding Zone Borders, set pursuant to Article 36 of the EU FCA Guideline.~~

CIPU Contract: ~~Contract for Coordinating Injection from Production Units as defined in the Federal Grid Code.~~

CIPU Technical Unit: ~~A Technical Unit covered by a CIPU contract.~~

Closed Distribution System or CDS: ~~As defined in the EU DCC Network Code, which refers without distinction to closed industrial systems as per the Electricity Act (for the purposes of this contract and unless specified otherwise, the rail network is considered a closed industrial system), closed distribution systems as per the Flemish Energy Decree of 8 May 2009, and closed professional systems as per the Walloon Decree of 12 April 2001 on the organisation of the regional electricity market.~~

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

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

Connection Agreement: The connection contract as defined in the EU RfG Network Code.

Consumption Facility Offtake: In the case of Local Generation, the Active Power drawn by consumption facilities located at the same Access Point as the Local Generation Unit.

Counterparty: ~~the Access;~~ The Balance Responsible Party with whom an Internal Commercial Trade is ~~performed; conducted.~~

CREG: The Commission for Regulation of Electricity and Gas; Regulation.

Daily Balancing Schedule: All of a BRP's Physical Nominations and Internal and External Commercial Trade Schedules for its Balancing Perimeter.

Day D: ~~any;~~ As defined in the Federal Grid Code.

Day D+1: ~~The calendar day for which the implementation of a Nomination is scheduled;~~ following Day D.

Day D+1: ~~the calendar day after D Day;~~

Day D-1: ~~As defined in the calendar day before D Day;~~ Federal Grid Code.

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

Day-Ahead Internal Commercial Trade: ~~an;~~ An Internal Commercial Trade for which the ~~Nomination must be~~ Internal Commercial Trade Schedule has been submitted to Elia by the ~~Access~~ Balance Responsible Parties ~~at the latest only~~ Day D-1, ~~in accordance with pursuant to~~ the provisions of ~~this the~~ BRP Contract;

Day-Ahead Physical Nomination: ~~a;~~ A table containing ~~a series of~~ data such as the characteristics of ~~an~~ physical access to the Elia Grid for a ~~specific given~~ 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, representing a [BRP] forecast of said Active Power either at an Access Point to the Elia Grid, or for all Injections and Offtake within its Perimeter in accordance with the provisions of the Contract. Specifically for the BE-GB Border, as a Public Distribution System, or for all Market Access Points within its Perimeter in a CDS. [BRP] shall submit 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~~ Physical Nominations ~~nominated on behalf of the Shipping Agent at the BE-GB Border are directly integrated into the Balancing Perimeter of the Shipping Agent;~~ to Elia by Day D-1, pursuant to the provisions of the BRP Contract.

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

Delivery Point: ~~a;~~ A point on an electricity grid or within ~~the a~~ Grid User's electrical facilities of a Grid User where a ~~Balancing Service~~ at which a balancing or Strategic Demand Reserve ~~service~~ is delivered—this. This point is associated with ~~a one or more~~ one or more metering ~~that enables or~~

measurement¹ mechanisms allowing Elia to control on and assess the measure service delivery of the service;

“Demand-Side Flexibility: As defined in the Electricity Act.

Distribution Off-take Position: the Allocation: The energy allocated, on a quarter-hourly/ Hourly basis, to the BRP's Balancing Perimeter of an Access Responsible Party by a distribution system/ Public Distribution System operator, other than Elia, which is part of belonging to the Belgian control area;

“Distribution Injection Allocation: The injected energy allocated, on a quarter-Hourly basis, to a Balance Responsible Party's Balancing Perimeter by a Public Distribution System operator belonging to the Belgian control area.

Distribution Offtake Allocation: The energy offtake allocated, on a quarter-Hourly basis, to a BRP's Balancing Perimeter by a Public Distribution System operator belonging to the Belgian control area.

Effective Delivery”: the: The effective delivery of the Strategic Demand Reserve or the Strategic Generation Reserve, which starts at the time when the target (meaning i.e. 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 rules governing the functioning rules for of the strategic reserves, in accordance with Article 7 septies (1) and (2) of the reserve, pursuant to the Electricity Act;

“Electricity Act”: the: The Act of 29 April 1999 concerning/ regarding the organization/ organisation of the electricity market, as amended from time to time; where applicable.

“Elia Grid”: the User: A grid user whose generation unit, consumption facility, non-synchronous storage facility, CDS or HVDC system is connected to the Elia grid and who appointed the Access Holder, if not serving as Access Holder itself.

Elia Grid: The electricity grid for which/ owned by Elia holds the property right, or at least that of using and operating it has the right to use or operate, and for which Elia has been designated as the appointed system operator.

EU CACM Guideline: Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management.

EU DCC Network Code: Commission Regulation (EU) 2016/1388 of 17 August 2016 establishing a Network Code on Demand Connection.

EU E&R Network Code: Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration.

EU EBGL Guideline: Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing.

¹ Metering is the recording, for a period of time, of the quantity of active or reactive energy injected or taken from the metering point. 15-minute metering is used for the settlement of tertiary control (or mFRR), the ARP Imbalance, the SDR, and so on. A measurement is the recording of a physical value at a given moment in time. Measurements are used for the settlement of ancillary services like primary control (FCR) or secondary control (aFRR).

EU FCA Guideline: Commission Regulation (EU) 2016/1719 of 26 September 2016 establishing a guideline on forward capacity allocation.

EU RfG Network Code: Commission Regulation (EU) 2016/631 of 14 April 2016 establishing a network code on requirements for grid connection of generators.

EU SOGL Guideline: Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operator operation.

~~“**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 An International Exchange from the Scheduling Area operated by Elia to another Scheduling Area;~~

External Commercial Trade Schedule: As defined in the EU SOGL Guideline.

Federal Grid Code: The Royal Decree of 19 December 2002, as amended where applicable, establishing a grid code for operating and accessing the electricity transmission system.

~~“**Flexibility Service Provider**” or “**FSP**”: as: 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;~~

Frequency Containment Reserves or FCR: As defined in the EU SOGL Guideline.

~~“**Generation Unit**”: a: A physical unit including comprising a generator that generates produces electricity and ~~that~~ is associated with an Access Point providing access to the Elia Grid;~~

~~“**Grid Codes**”: the ~~Grid Code for Transmission and~~ **Grid Codes for Local and Regional Transmission:** The grid codes for the local or regional transmission of electricity that apply, both now and in the future, in Flanders, Brussels-Capital or Wallonia, as amended where applicable.~~

Grid Codes: The Federal Grid Code as well as 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;~~

Grid User: Any natural person or legal entity who injects electricity into or takes electricity from the transmission system, a local transmission system or a public distribution system by means of an electricity generation unit, a consumption facility, a non-synchronous storage facility, a CDS or an HVDC system.

Harmonised Auction Rules (EU HAR): ~~the European~~; The EU rules setting out the terms and conditions ~~for allocation of~~ allocating available Long-term Term Transmission Right/Rights by means of explicit auctions/auction in both directions for a Border;_

Head of the Pool: ~~the Access~~; The Balance Responsible Party designated/appointed as the head/Head of the pool/Pool by one or more other Access/Balance Responsible Parties under the Pooling Agreement (as detailed in the BRP Contract) concluded between said Balance Responsible Parties ~~in the pooling agreement concluded between them and based on which they will be charged for and under which~~ their total/overall Imbalance shall be invoiced to the Head of the Pool by Elia;_

Hour: ~~the~~; The normal hour/time of the ~~day~~ in the Belgian time zone, or a duration/period 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;~~

"Imbalance: As defined in the EU EBGL Guideline.

Import: ~~an~~; 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 Point: An Access Point at which energy is injected into the transmission system.

Injection: ~~the~~; 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 supplying a CDS~~; or
- ~~that a~~ Distribution Off-take Position, if it is a point (in the case of net injection);; or
- ~~the Injection Position at one or more Access Points of the Closed-Distribution System that are in a CDS~~ 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"); ('purchase' - 'buyer'); or
- allocated at/to 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~~; Schedule: As defined in the EU SOGL Guideline.

Internal Commercial Trade: A Commercial Trade within the Elia control area/Belgian Scheduling Area between ARP/[BRP] and another Access/Balance Responsible Party which has been authorised by Elia to exchange energy on a bilateral basis, for which a Nomination has to an Internal Commercial Trade Schedule must be submitted to Elia by said

~~AccessBalance~~ Responsible Parties ~~in accordance with this~~ pursuant to the BRP Contract. Any reference to an Internal Commercial Trade in ~~this~~ the BRP Contract ~~covers~~ refers to both Day-Ahead Internal Commercial Trade and Intraday Internal Commercial Trade;

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

~~“Intraday Cross-Zonal Gate Closure Time~~: As defined in the EU CACM Guideline.

~~Intraday Import and/or Export”~~: ~~an~~: An International Exchange between another Scheduling Area and the Scheduling Area operated by Elia, for which the ~~Intraday Nomination~~ External Commercial Trade Schedule has been submitted to Elia ~~in accordance with~~ over the course of the Day, pursuant to the provisions of the BRP Contract;

~~“Intraday Internal Commercial Trade”~~: ~~an~~: An Internal Commercial Trade for which the ~~Nomination must be~~ Internal Commercial Trade Schedule has been submitted to Elia by the ~~AccessBalance~~ Responsible Parties ~~at the latest on~~ Party by Day D+1, ~~in accordance with~~ pursuant to the provisions of ~~this~~ the BRP Contract;

~~“Intraday Physical Nomination”~~: ~~a~~: A table containing ~~a series of~~ data such as the characteristics of ~~an~~ physical access to the Elia Grid for a ~~specific~~ given 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 at an Access Point to the Elia or have been integrated in its Balancing Perimeter Grid or for a Local Generation Unit covered by a CIPU Contract. [BRP] shall submit Intraday Physical Nominations to Elia on behalf of ARP on an intraday basis or at the latest on Day D+1, ~~in accordance with the~~ pursuant to the provisions of the BRP Contract. ~~Every time~~

~~Local Generation~~: An electricity generation unit whose Injection Point is identical to the Offtake Point of one or more of the Elia Grid User's consumption facilities or, in the case of a CDS, a CDS user, and that ~~Intraday Nomination(s) by ARP~~ is located at the same geographical site as these consumption facilities.

~~Long-Term Transmission Right~~: As defined in the EU FCA Guideline.

~~Market Access Point~~: A virtual point located within a CDS and/ used to calculate some or submitting of these ~~Intraday Nomination(s) by [ARP]~~ are mentioned, this refers not only towards the ~~series~~ all 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; ~~the active power injected into and/or taken from the CDS by a CDS user.~~

~~“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: The method of integrating electricity power exchanges markets in various different Bidding Zones by means of the utilising day-ahead Multi-Regional Coupling multi-regional coupling (MRC); or, once if applicable, by means of Single Day Ahead Coupling pursuant to Commission Regulation (EU) 2015/1222 of 24 July 2015; single day-ahead coupling as per the EU CACM Guideline.

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

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

“Nomination”: Day Ahead Nomination and/or Intraday Nomination; As defined in the EU FCA Guideline.

“Non-CIPU Technical Unit”: a: A Technical Unit that is not included in covered by a valid CIPU Contract; contract.

“Offshore Interconnector Connection Point”: The physical location and voltage level at which an Offshore Interconnector is connected to the Elia Grid and at which where the Active Power injected into or taken from off the Elia Grid via this Offshore Interconnector is metered measured with the purpose of a view to allocating the Active Power required to calculate the imbalance imbalance of the ARP_oBRP_o.i. associated with this Offshore Interconnector; Interconnection.

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

“Offshore Operational International Exchange”: 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”: Offtake Point: An Access Point from which energy is taken off the off take Elia Grid.

Offtake: The offtake 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 point (in the case of net off-take); or~~
 - in a CDS 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 ('sale' - 'seller').
- ~~allocated at an Offshore Interconnector Connection Point;~~

“Off-take Point”: the physical location and **Physical Nomination**: Day-Ahead and/or Intraday Physical Nomination.

Physical Transmission Right: Import or Export capacity allocated by explicit or implicit auction according to the rules set out in Article 0 of the BRP Contract.

Provider of Non-Reserved Tertiary Control from Non-CIPU Technical Units: Any natural person or legal entity supplying the Elia Grid with a non-reserved tertiary control service from non-CIPU Technical Units, in aggregated or non-aggregated form, with a view to contributing to the voltage level of each point where power is taken off from balancing of the Elia Grid and for which access to Belgian load-frequency control area.

Provider of Tertiary Control from Non-CIPU Technical Units: Any natural person or legal entity supplying the Elia Grid is granted with a tertiary control service from non-CIPU Technical Units, in aggregated or non-aggregated form, with a view to contributing to the Access Holder balancing of the Belgian load-frequency control area.

Public Distribution System User: A natural person or legal entity who injects electricity into or takes electricity from a Public Distribution System.

Public Distribution System: A set of interconnected electrical lines having a nominal voltage less than or equal to 70 kV and the associated facilities, required to distribute electricity to customers within a geographically defined area in a region, that is not a CDS or direct line.

Quarter-Hour Q: The quarter-hour considered when calculating [BRP]'s Imbalance.

Ramp-Down: The phase during which the total volume of the Strategic Demand Reserve must be reduced based on the activation requested by Elia, as per the contract concluded between the supplier of the Strategic Demand Reserve and Elia.

Regional Nomination Platform or RNP: Nomination system on which a Balance Responsible Party's External Commercial Trade Schedules for the BE-GB Border must be submitted. Where applicable, the term 'RNP' also refers to any other system nominated by Elia, in consultation with the RNP Operator, should the RNP system be unavailable as set out in Article 24.

Register of Balance Responsible Parties: The register maintained and updated by Elia listing all Balance Responsible Parties that have concluded a Balance Responsible Party contract with Elia. The Register of Balance Responsible Parties corresponds to the Register of Access Responsible Parties as defined in the Federal Grid Code.

RNP Operator: The entity responsible for running the RNP for External Commercial Trade Schedules and Nominations on the BE-GB Border as described in the Nomination Participation Agreement.

Royal Decree Exchange: The Royal Decree of 20 October 2005 on the establishment and organisation of a Belgian market for the exchange of energy blocks.

Rules governing the Functioning of the Strategic Reserve: Rules governing the functioning of the strategic reserve established by Elia and, following consultation of Grid Users, approved by CREG and published on Elia's website pursuant to Article 7f(1) of the Electricity Act.

Rules governing Transfers of Energy or Energy Transfer Rules: The set of rules established by CREG pursuant to the Electricity Act, governing the principles of the Transfer of Energy.

Scheduling Area: As defined in the EU SOGL Guideline.

Shadow Allocation Rules: The rules setting out the terms and conditions of allocating the available daily Physical Transmission Rights by means of explicit auction in both directions at a Border when Market Coupling is unavailable.

Shared Injection: The Active Power on a quarter-Hourly basis for an Injection Point that has been submitted by one Balance Responsible Party but will be allocated to the Balancing Perimeters of several Balance Responsible Parties. The Access Contract sets out the specifications for Shared Injections.

Shipping Agent: As defined in the EU CACM Guideline.

Strategic Demand Reserve or SDR: The strategic reserve supplied by shedding demand (or consumption facility offtake), as referred to in Article 7d(2)(1) of the Electricity Act.

Strategic Generation Reserve: The strategic reserve supplied by Generation Units, as referred to in Article 7d(2)(2-4) of the Electricity Act.

Tariff: A generic term covering all or some of the tariffs applying, under this BRP Contract, to the Balance Responsible Parties as approved or, where applicable, imposed by CREG in accordance with the ~~access contract~~; prevailing legal provisions, pursuant to Article 29 of the BRP Contract, and published for a regulatory period by CREG and Elia.

Technical Unit: A connected facility (which may or may not be covered by a CIPU contract) within the Belgian control area that has been prequalified to provide Elia with balancing services.

Total Injection: All Injections making up the Balancing Perimeter of a Balance Responsible Party and allowing it to calculate its Imbalance as per Article 20 of the BRP Contract.

Total Offtake: All Offtake making up the Balancing Perimeter of a Balance Responsible Party, including the associated active losses, allowing it to calculate its Imbalance pursuant to Article 20 of the BRP Contract.

Transfer of Energy: As defined in the Electricity Act.

Ordered Volume: ~~the~~ **or Ordered Volume of Flexibility** : The volume of energy requested by Elia during an activation of flexibility as part of the provision of ~~ancillary services~~; Balancing Services and/or Strategic Reserve Services and/or congestion management services.

Physical Transmission Right: ~~Import~~ **Delivered Volume** or ~~Export~~ capacity allocated **Delivered Volume of Flexibility** : The volume of flexibility that is actually delivered

by explicit or implicit auctions according to the rules set out service provider in Appendix 1 to question.

2 Object of the BRP 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.

~~Subject of the Contract~~

This BRP Contract and its Appendices ~~lay down~~set out:

- ~~— the~~The provisions and conditions, including the technical and operational requirements, that ARP~~[BRP]~~ must comply with in order to be granted the status of AccessBalance Responsible Party and to keep this status throughout the duration of this BRP Contract. ARP~~[BRP]~~ understands and accepts that the fulfilment of all or part of the provisions of this BRP 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~~The Parties' contractual obligations ~~of the Parties~~ to pay or credit, ~~as depending on the case may be~~situation, the Tariff for ~~Imbalance~~Imbalances applicable to ARP~~;~~ and~~[BRP]~~.
- ~~— all~~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~~Connection Contract, the ~~Access Responsible Party contract~~BRP Contract and the ~~access contract~~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~~Connection Contract and/or ~~access contract~~Ccesss Contract with Elia or any other system operator within the Belgian control area.

3 Duration of ~~this~~the BRP Contract

Subject to ~~ARP's~~[BRP]'s compliance with the suspensive conditions stated in ~~the aforementioned Article 14, this~~18 of the BRP Contract ~~comes, this Contract shall come~~ into effect on the date when ~~ARP~~[BRP] is registered in the Register of ~~Access~~Balance Responsible Parties, i.e. no later than three (3) days after Elia has received the original BRP Contract duly signed by ~~ARP,~~[BRP], provided all of the suspensive conditions stated in this Contract have been ~~complied with~~met.

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

4 Additional rules of interpretation

The titles and headings of ~~Articles~~articles and/or ~~Appendices~~appendices to the BRP 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 BRP Contract.

The ~~Appendices~~appendices to this BRP Contract form an integral part of ~~the said~~ Contract. Any reference to the BRP Contract will include the ~~Appendices~~appendices, and vice-versa. If there is a conflict of interpretation between an ~~Appendix~~appendix to this BRP 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 BRP Contract and one or more components of the Tariffs, said Tariff component(s) ~~of the Tariffs~~ shall take precedence.

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

The ~~transposition into the fulfilment under this BRP~~ Contract of a specific obligation or provision ~~included~~contained in the ~~Grid Codes~~applicable legislation as indicated in Article 1(1) of the T&C BRP shall ~~in no way~~not under any circumstances be considered ~~as~~ a breach of the obligations ~~of and~~ provisions ~~which~~that, in accordance with ~~the Grid Codes~~this legislation, must ~~apply~~be applied to the ~~relevant~~situation ~~in question~~.

|

Section II: Invoicing and payment

5 Invoicing and payment terms and conditions

5.1. *Invoices/~~Credit~~ credit notes*

Invoices ~~or~~and credit notes are drawn up based on the technical ~~modalities~~terms and ~~periodicity~~conditions and the frequency specified in ~~this Article 29 of this BRP Contract and in Appendix 8 to the Contract.~~

Invoices ~~or~~and credit notes, depending on the ~~case~~situation, are sent to the invoice address of ~~ARP[BRP]~~ specified in ~~Appendix 60~~ to the ~~BRP~~ Contract. As soon as ~~ARP[BRP]~~ has given ~~its~~ explicit ~~agreement~~consent, invoices shall be issued electronically to the invoice email addresses specified ~~in Appendix 6 by the [BRP] in 0~~ to the ~~BRP~~ Contract.

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

5.2. *Payment ~~deadline~~ deadlines*

Invoices ~~or~~and credit notes are payable ~~by~~/credited ~~by~~to the Parties within thirty (30) days ~~following the date they are received of receipt.~~ Receipt of the invoice/~~credit note~~ by ~~ARP[BRP]~~ 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~~on which the invoice or credit note was ~~sent out~~issued 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~~under 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 ~~BRP~~ Contract.

5.3. *Objections*

~~Any~~In order to be admissible, any objection ~~regarding~~to 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. under Article 5.2 of this BRP Contract.~~ The reasons for the objection shall be described as comprehensibly and in as much detail as is reasonably possible.

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

Elia reserves the right not to pay sums that may be due to ~~ARP[BRP]~~ throughout ~~BRP~~ Contract suspension proceedings, as ~~organised by~~set out in Article ~~99~~ of the ~~BRP~~ Contract. Elia reserves the right to require reimbursement of sums unduly paid to ~~ARP[BRP]~~, as for example in ~~case~~the event of fraud or a deliberate and proven breach of contractual obligations.

~~***Modalities for collecting any unpaid sums***~~

5.4. Recovery by Elia of any outstanding amounts due from [BRP]

If ~~the~~ invoice is not paid within seven (7) days of receipt by ~~ARP~~[BRP] of ~~an official~~ formal 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~~ invoke the financial guarantee as stated in Article 170 of ~~the~~this BRP 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.

Section III: Liability

6 Liability

The Parties to this BRP Contract shall be mutually 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~~ the event of ~~deception~~ fraud 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 but~~ not ~~restricted~~ limited to, loss of profits, loss of earnings, loss of use, loss of contracts or loss of goodwill.

Section IV: Emergencies and force majeure

7 Measures to be taken in ~~case of~~ an emergency ~~situation~~ or a case of force majeure

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

If a situation of force majeure and/or an emergency ~~situation~~, as defined in the Grid Codes or pursuant to the applicable Belgian ~~civil law~~ legislation, is/~~are~~ invoked, the fulfilment of the ~~obligations that are~~ market activities under the subject of the BRP Contract is temporarily suspended for so long as the event that gave rise to the emergency ~~situation~~ and/or force majeure persists. Should Elia suspend such market activities, Elia may suspend all or part of its processes affected by said suspension.

The Party who invokes a situation of force majeure and/or an 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~~ unable to fulfil all or some of its obligations and ~~the anticipated duration of this non-execution~~ how long it expects to be unable to do so.

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~~ failure to fulfil 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 BRP Contract as a result of the force majeure or emergency ~~situation, each, either~~ Party may terminate the BRP Contract with immediate effect by sending a registered letter, setting out the ~~justification~~ reasons behind the termination.

7.2. Measures to be taken

If an emergency or a situation or a multiple incident situation arises, involving exceptional or otherwise unclassified hazards as defined in the Grid Codes or the EU SOGL Guideline arises, or if Elia believes that an emergency ~~might~~ may reasonably be expected to arise, Elia may take the necessary (precautionary) measures, ~~preventively as the case may be, which are~~ described in the Grid Codes or EU network codes and/or guidelines, including the implementation of the ~~rescue code~~ system defence plan and ~~the~~ restoration ~~code~~ plan.

The ~~rescue code~~ stipulates system defence plan outlines the operational procedures to be implemented 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,~~ details the procedures and priorities for disconnecting Grid Users.

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

The ~~rescue code~~ [BRP] may ask to consult the defence plan and the restoration ~~code may be consulted at the request of~~ ARP plan. These ~~codes~~ plans may be amended at any time by Elia in accordance with the legal and regulatory provisions.

The ~~applicable~~ legal and regulatory provisions in force with regard to the ~~rescue codesystem~~ defence plan and the restoration ~~codeplan~~ and any subsequent amendments ~~are applicable~~ thereto apply to the Parties.

~~ARP~~The [BRP] undertakes to ~~observe without delay~~ immediately comply with all ~~the~~ measures, ~~described in as per~~ the foregoing stipulations, of which it is notified by Elia ~~shall inform it~~ by telephone and/or email in order to prevent and/or remedy emergency situations.

7.3. Rules governing suspension, constitution and compensation

Should Elia take the measures set out in Articles 7.1 and 7.2, it shall respect the rules governing suspension, constitution and compensation pursuant to the EU E&R Network Code.

Section V: Confidentiality

8 Disclosure to third parties of confidential or commercially sensitive information

The Parties agree to treat as confidential the information they exchange as a result of and within the framework of this BRP 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~~ met:

- 1) if Elia and/or ~~ARP~~[BRP] have been called upon to appear as witnesses in court or ~~in as part of~~ 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~~[BRP] 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 implementation of the BRP Contract, more specifically for the continuity of ~~the balancing~~ balance responsibility for the Access Point(s) and Distribution ~~Off-take Position~~ Offtake Allocation(s) and ~~Closed Distribution System Position~~ CDS Allocation(s) allocated to ~~ARP's perimeter,~~ [BRP]'s Perimeter as ~~laid down set out~~ in Article ~~9.3 of the Contract,~~ 9.3 of the implementation of other contracts concluded with BRP Contract.
- ~~6) Furthermore, the Grid Users, if these contracts expressly stipulate this disclosure.~~

~~The Parties accept that shall agree not to invoke~~ the confidentiality of ~~the information cannot be invoked between them, or data~~ with regard to other persons ~~involved in the implementation of the BRP Contract,~~ such as the Access Holder or Elia Grid User, ~~involved in the execution of the Contract~~ provided that and to the extent that such data are required to implement said Contract and that said individuals are subject to the same or equivalent confidentiality obligations.

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

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

Section VI: Termination and suspension

~~Termination or suspension of the Contract~~

9.1.9 Suspension of the BRP Contract by Elia

9.1. Suspension of the BRP Contract by Elia

9.1.1. *General procedure for suspension of the Contract by Elia*

Elia may suspend this BRP Contract unilaterally, following the suspension procedure as set out in this Article, without prejudice to an immediate suspension of this BRP Contract by Elia if ARP[BRP] commits a gross breach of the Contract, for which the procedure is set out in Article ~~9.1.2~~**Error! Reference source not found.** of this BRP Contract.

Where ~~ARP is infringing~~[BRP] infringes one or more contractual obligations, in particular those set out in Articles ~~140 and 1718~~ of the BRP Contract, Elia shall notify ARP,[BRP], under Article ~~21.2~~10.2 of the BRP Contract, by registered letter of the request to remedy ~~this(/these) breach(es)-any infringement.~~

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

- the reasons for launching the general suspension procedure; and
- the ~~measures~~measure(s) to be taken by ARP[BRP] 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[BRP] must carry out ~~the~~ said measures; and
- the possibility for ARP[BRP] to answer this notification and/or, ~~at ARP's~~ submit a written request, to be heard by Elia about the reasons for the launch of the general procedure for suspension.

ARP[BRP] has the right to be heard by Elia ~~about~~regarding the reasons for launching the general suspension procedure in order to ~~communicate~~provide any relevant information contradicting

those reasons, and to explain its conduct. If ARP[BRP] wishes to avail itself of such a consultation meeting, ARP[BRP] shall expressly ask Elia to organise this meeting during the period within which ARP[BRP] must ~~take~~apply the remedial measures.

Without prejudice to the outcome of the consultation meeting, insofar as ARP[BRP] has not remedied the breach(es) by the date specified in the notification, Elia may suspend this BRP 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 BRP 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[BRP] of the general suspension procedure being initiated.

The notification of suspension of this BRP Contract shall indicate:

- the reasons for the effective suspension of this BRP Contract; and
- the date and ~~time~~Hour of the suspension; and
- the consequences of the suspension, as set out in Article ~~9.3.9.3.~~

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

9.1.2. Immediate suspension of the BRP Contract by Elia in specific ~~cases~~circumstances

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~~9.1.1 of the BRP 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[BRP] commits a gross breach of the obligations set out in Articles ~~100 and 1223~~ of the BRP Contract ~~that arise from the technical requirements stated in the Grid Code for Transmission~~; and/or
- b) ARP[BRP] defaults on payment not covered by the financial guarantee as stipulated in Article ~~170~~ of the BRP Contract; and/or
- c) ~~In~~ case of emergency, if the conduct of ARP[BRP] 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~~Should such circumstances arise, Elia shall notify ARP[BRP] of the suspension of the BRP Contract by registered letter and the suspension will take effect immediately. The letter ~~providing notification~~notifying [BRP] of the immediate suspension shall set out the reasons for the suspension.

9.2. Termination of the BRP Contract

9.2.1. Termination of the BRP Contract by ARP[BRP]

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

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

If ~~ARP[BRP]~~ 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 BRP Contract for the fulfilment of these obligations will continue to operate/apply until ~~such time as~~ all ~~ARP's[BRP]'s~~ contractual obligations have been met, in accordance with the BRP Contract.

9.2.2. Termination of the BRP Contract by Elia

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

- a) ~~ARP[BRP]~~ has not remedied the breach(es) during the BRP Contract suspension period set by the notification of suspension set out in Article ~~9.1.1;9.1~~ and/or
- b) ~~ARP's[BRP]'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[BRP]~~ 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 BRP Contract by Elia shall take effect on the day stated in the ~~letter containing the termination~~ notification ~~of termination~~, which shall also include the reasons for ~~such said~~ termination.

9.2.3. Termination of this BRP 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 BRP Contract, either Party may terminate this BRP Contract provided prior legal authorisation is obtained:

- if one Party is in breach of its contractual obligations;
- if an importanta major 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 BRP Contract.

9.3. **Consequences of ~~suspension/suspending~~ or ~~termination/terminating~~ the BRP Contract**

In all cases of suspension or termination of this BRP Contract, ~~Nominations~~ Daily Balancing Schedules for Day D, submitted ~~in execution of as per~~ this BRP Contract, but for which the relevant Day D falls after the date of the effective termination or suspension, will automatically be cancelled.

The AccessBalance Responsible Party concerned cannot claim any compensation for damage resulting from this cancellation, without prejudice to the application of Article ~~20-6~~.

In all cases of suspension or termination of this BRP Contract, the Parties shall comply with all of their payment obligations arising from the executionimplementation of this BRP Contract or as a result of its suspension or termination. In the cases referred to in Articles ~~9-1, 9-2-29.1~~, **Error! Reference source not found.** and ~~9-2-3, the~~**Error! Reference source not found.**, payment obligations will be immediately enforceable.

In all cases of suspension or termination of the BRP Contract by Elia, Elia will inform in due time the Access Holders ~~for and Elia Grid Users involved in~~ the Access Points allocated to ~~ARP's~~[BRP]'s Balancing Perimeter, the ~~Closed~~CDS Operators of [BRP]'s CDS Allocations, the Public Distribution System ~~Operators of ARP's Closed operators concerned by [BRP]'s~~ Distribution System Positions, ~~the distribution system operators of ARP's Distribution Off take Positions~~Allocations 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 BRP Contract that has been sent to ~~the Access Responsible Party involved~~[BRP]. They shall be informed of the launch of the BRP Contract suspension and/or termination procedure.

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

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

~~Section : Miscellaneous provisions~~

~~40~~Section VII: Miscellaneous provisions

10 ~~Modifications~~Miscellaneous provisions

10.1. Amendment of the BRP Contract

~~The~~Elia may amend the BRP Contract ~~may be modified by Elia,~~ following the approval of Elia'sElia's proposed changesamendments by the relevantcompetent regulator in this regard, pursuant to the legislation in ~~accordance with the provisions~~force as set out in Article 1(1) of the ~~applicable Grid Code~~T&C BRP.

All changesamendments will become effective within a reasonable period of time set by Elia, taking into account ~~of~~ the nature of the planned changeamendment and the conditions related withto it in terms of the safety/security, reliability and efficiency of the Elia Grid. Unless another period is ~~laid down~~set by the relevant regulator(s) for approving the changesamendments to the BRP Contract or ~~this period arises from~~in 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~~on which Elia sent a registered letter notifying ~~ARP~~[BRP] of the changeamendment.

10.2. Notification and signature

Notifications must ~~occur~~be made in accordance with ~~Appendix 6-0~~.

~~ARP will~~[BRP] shall provide Elia with the information requested in ~~Appendix 6-0~~ prior to or at the time of signing the BRP Contract.

The Parties ~~will~~shall take all ~~the~~measures necessary ~~measures~~ to ensure that the ~~contact~~ persons ~~stated under "Operation" of contact listed~~ in ~~Appendix 6-0~~ can always be contacted ~~permanently and at any time~~ by telephone or by any other ~~method-way at any time~~. Their contact details are ~~stated in Appendix 6-listed in 0~~.

~~Any change to the details relating to Appendix 6-The other Party~~ must be notified ~~to the other Party of any change to the contact details in 0~~ at least seven (7) days before ~~the~~this change becomes effective. ~~Changes to Appendix 6 to this Contract may be made at any time by ARP for its~~[BRP] and Elia may modify their 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 in 0 at any time by Elia for its own details and will be binding on ARP. The other Party must take these changes into account once notification has been sent to ARP by registered letter they have been informed thereof.~~

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

10.3. Information and recording

~~Because~~As most of the information exchanged between the Parties ~~in~~regarding the ~~context of this BRP Contract,~~ ~~(including the Nominations provided Daily Balancing Schedules submitted by ARP~~[BRP] to Elia,) may ~~have an effect,~~ in one way or another ~~on Elia's operation, influence Elia's management of the Elia's~~ Grid, it is ~~of essential importance for both Elia, including for and the safety/security of the Elia Grid, its grid that the~~[BRP] meticulously verify any and all information provided ~~by ARP to Elia, is verified extremely carefully by ARP by [BRP] before being given~~passing on said information to Elia.

In this context, and in order to ~~provide additional protection for the~~further protect the verbal exchange of ~~verbal~~ information between the Parties and/or between their representatives, including employees, both Parties hereby ~~accept~~agree that verbal communication, including telecommunication, ~~is~~may be recorded. The Parties will inform their representatives and all of their employees who need to ~~be in communication~~communicate 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.

10.4. Non-transferability of rights

The Parties agree not to transfer under any circumstances the rights and obligations arising from this BRP Contract ~~wholly~~in whole 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~~This BRP 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 Party under~~ Article 44120 of the Belgian Companies Code, although this is 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.

10.5. Priority Precedence over all previous agreements

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

10.6. No waiver

Should one of the Parties at any time fail to demand strict compliancefulfilment by the other Party of ~~any of the obligations set out in~~ the terms, ~~covenants~~agreements and conditions laid down in this BRP Contract, this may not be construed as a continuing waiver or relinquishment ~~thereof of these obligations~~, and ~~each~~either Party may at any time demand strict and complete performancefulfilment by the other Party of any or all of ~~the~~its obligations under said terms, ~~covenants~~agreements and conditions.

10.7. Invalidity of a clause

The nullity or invalidity of one or more provision(s) of this BRP 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 BRP Contract, but such omission shall not affect the remaining provisions hereof, which shall remain in full force and effect.

10.8. Licences

ARP[BRP] shall at all ~~time~~times during the term of this BRP 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[BRP]. If at any given time during this BRP Contract any such permit, licence or approval is suspended and/or withdrawn, Elia may immediately terminate this BRP Contract.

Applicable law

~~This Contract will be exclusively governed by and construed in accordance with Belgian law.~~

Section VII: Section VIII: Disputes

11 Settlement of disputes

ARP[BRP] hereby declares that, prior to signing the BRP Contract, it has been informed by Elia of its rights and, among other matters, that any disputes relating to Elia's obligations, ~~apart~~aside from disputes relating to rights and obligations arising from the BRP Contract, may be submitted, ~~according to ARP's choice~~depending on [BRP]'s preferences and ~~to whether such is~~if provided for by ~~the~~ federal and regional legislation, to a mediation, litigation chamber or litigation service

~~organised by the relevant regulator, to involving~~ 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 BRP Contract or of any subsequent contracts or operations that may arise therefrom, as well as any other dispute concerning or in relation to the BRP 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 tribunal in accordance with the provisions of the Belgian Judicial Code.

ARP~~[BRP]~~ hereby also declares that Elia has informed it, prior to signing this BRP Contract, ~~about of~~ the provisions in the relevant federal and/or regional legislation regarding mediation.

In view of the complex relationships involved, 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 ~~disension~~disagreement, preference will be given to the procedure introduced first.

~~Section VIII:~~Section IX: Imbalance areas

12 Delineation of imbalance areas

Pursuant to Article 54(2) of the EU EBGL Guideline, the imbalance area is equal to the Scheduling Area operated by Elia and corresponds to the control area for which Elia is responsible for and has been appointed transmission system operator pursuant to the provisions of the Federal Grid Code.

The imbalance price area, as defined in the EU EBGL Guideline, is equal to the imbalance area.

~~Section IX:~~Section X: Balance responsibility

13 Responsibilities of Balance Responsible Parties

~~Allocation~~Pursuant to the Federal Grid Code, [BRP] shall undertake to:

- plan and utilise all reasonable means to maintain balance within its Perimeter on a quarter-hourly basis pursuant to the Federal Grid Code and Article 0 of this BRP Contract;
- compensate for active losses on the transmission system pursuant to Article 19.4 of this BRP Contract;
- submit its Daily Balancing ~~Perimeter~~Schedule pursuant to Article 23 of this BRP Contract;
- ARP's if necessary, monitor those Access Points or Market Access Points for which [BRP] is responsible;
- assume financial responsibility for its imbalances by paying the Tariff for Imbalances pursuant to Article 28 of this BRP Contract;
- guarantee, whether using its own or any other means, a continuous operational service 24 hours a day;
- conduct any other procedure during operation pursuant to this BRP Contract;
- if necessary, pursuant to the provisions of the Federal Grid Code, submit daily coordination schedules and injections from generation units for which it is tasked with monitoring the Access Point, by concluding a contract coordinating the generation units.

14 BRP Balancing Perimeter

[BRP]'s Balancing Perimeter consists of:

- Injection and/or Off-take the Access Points, excluding those Access Points that supply a ~~Closed Distribution System~~CDS 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~~Distribution Allocations on one or more ~~Closed~~Public Distribution Systems; ~~and/or~~
- ~~-- CDS Injection and/or Offtake Allocations on one or more CDSs~~, corresponding ~~for every CDS~~ to the total volume of energy injection and/or ~~off-take energy~~offtake for all the CDS Market Access Points which ARP[BRP] is responsible for monitoring, in accordance with Article ~~12.2.3 of the~~0 of this BRP Contract; and/or
- ~~-- transmission system losses in accordance with Articles 161 and 162, without prejudice to the provisions of the Federal Grid Code for Transmission, and, if the applicable, in accordance with the~~ Grid Codes for Local and Regional Transmission; and/or
- ~~--~~ Import and/or Export; and/or
- ~~--~~ Internal Commercial Trade; ~~and/or~~
- ~~--~~ where appropriate, ~~the corrections of modifications to~~ the Balancing Perimeter as a result of an activation of flexibility in accordance with Article ~~14.8~~19.8 of the BRP Contract; ~~and/or~~
- ~~--~~ in ~~the~~ case of ~~an ARP or a BRP~~o.l., the allocation of Active Power as an Injection or ~~Off-take~~Offtake at an Offshore Interconnector Connection Point as described in Annexe 11.1.1

~~that~~All these are allocated to ARP's[BRP]'s Balancing Perimeter.

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

- ~~--~~ request ~~from Elia~~ a separate Balancing Perimeter ~~from Elia (identified with (having a separate EIC/Elia code) before entering the cross-border transaction Nominations prior to submitting~~ External Commercial Trade Schedules; and
- ~~--~~ inform all the AccessBalance Responsible Parties ~~that nominate the submitting~~ Internal Commercial Trade ~~with it~~Schedules alongside said Balance Responsible Party of this double Balancing Perimeter, indicating which Balancing Perimeter applies to which ~~Nomination~~Internal Commercial Trade Schedule.

15 ARP's[BRP]'s balancing obligations

15.1. AccessBalance Responsible ~~Parties'~~Parties' individual balancing obligation

~~In accordance with the Grid Code for Transmission, ARP[BRP]~~ will at all times during the execution of this BRP Contract provide and deploy all reasonable resources in order to stay balanced on a quarter-hourly basis, for a given quarter-hour Q, except in the event of a change in ARP's[BRP]'s Balancing Perimeter in the context of an activation by an FSP in the markets to which the ~~Transfer~~Rules governing Transfers of Energy ~~Rules~~ apply. In the above case,

ARP[BRP] will not be deemed liable, ~~in the sense of under~~ Article ~~10 of the~~ 0 of the BRP Contract, for this specific Imbalance in its Balancing Perimeter.

As stated in Article 41 of the BRP Contract, an Imbalance occurs when there is a difference for ~~one quarter a given Quarter~~-hour between the total Injection ~~to the Elia Grid~~ allocated to ARP's[BRP]'s Balancing Perimeter and the total ~~Off take from the Elia Grid~~Offtake allocated to ARP's[BRP]'s Balancing Perimeter, as laid down in ~~Appendix 3 to the~~Article 20 of the BRP Contract.

An Imbalance can also occur in ARP's[BRP]'s Balancing Perimeter ~~in due to~~ its role as ~~Access Responsible Party associated with a Flexibility Service Provider. ARPBRP_{FSP}.~~

[BRP] shall provide Elia, at Elia's first reasoned request, with adequate evidence that it has made ~~provision~~provisions for the resources needed to enable it to comply with its balancing ~~obligation~~obligations. If ARP[BRP] is in Imbalance, ARP[BRP] shall pay the Tariff for ~~Imbalance~~Imbalances in accordance with Article ~~16~~28 of the BRP Contract and the applicable Tariffs. Payment of ~~the said Tariff for Imbalance~~ does not relieve ARP[BRP] of its liability ~~determined in accordance with under~~ Article ~~20 of the~~ 6 of the BRP Contract.

15.2. Contribution of the AccessBalance Responsible Parties to the overall objective of maintaining the balance of the control area

Without prejudice to any AccessBalance Responsible Party's individual balancing obligation as set out in Article ~~10.1~~15.1 of the BRP Contract, ~~an Accessa Balance~~ 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~~the balance of its Balancing Perimeter.

If the AccessBalance Responsible Party avails itself of the possibility of deviating from its individual balance, it must at all times retain the resources and ~~be able~~ability 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 Accessa Balance~~ Responsible Party associated with an Offshore Interconnector Connection Point (ARP~~e~~BRP~~o.i.~~);
- the ~~Access Responsible Party associated with a Flexibility Service Provider~~BRP~~fsp~~, specifically for the part relating to its activity as ~~an Accessa Balance~~ Responsible Party associated with a Flexibility Service Provider.

Elia cannot, under any circumstances, be held liable, ~~in the sense of Article 20 of the~~under Article 6 of the BRP Contract, for any damage resulting directly or indirectly from the decision taken, independently, by the AccessBalance 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[BRP] 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~~where appropriate, from balancing its Balancing Perimeter does not release ARP[BRP] in any way from its obligation to have a balanced ~~perimeter~~Perimeter when it submits its Day-Ahead and Intraday ~~Nominations~~Daily Balancing Schedules for its Balancing Perimeter, as indicated in Article ~~12.1~~23.1 of the BRP Contract.

~~Section X:~~Section XI: Requirements for becoming a Balancing Responsible Party

16 Proof of ~~the~~[BRP]'s financial solvency ~~of ARP~~

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

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

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

~~The~~[BRP]'s financial solvency ~~of ARP during throughout the implementation of the execution of the~~BRP Contract is an essential element of the BRP Contract concluded with Elia and the commitments made by Elia.

17 Payment guarantee

17.1. **General** _____

As a suspensive condition for entering into this BRP Contract, and at the latest by the valid signature of the BRP Contract, ARP[BRP] shall provide Elia with a guarantee that complies with the conditions below both for the entire term of this BRP Contract and for the entire duration of ~~execution~~the fulfilment of all the financial obligations arising from the BRP Contract, according to Article ~~9.39.3~~ of the BRP Contract.

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

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~~17.2 or of a cash payment to Elia under the conditions laid down in Article ~~17.3~~17.3.

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

At the end and/or termination of the BRP Contract for whatever reason, Elia shall return the guarantee to ARP[BRP] on the condition that ARP[BRP] has fulfilled all its obligations arising from the BRP 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 BRP Contract. The amount and the specifications concerning ~~authorized~~authorised modifications of the amount of this bank guarantee at first request are calculated in accordance with the criteria indicated in ~~Appendix 4~~Article 17.4 and 0 to this BRP Contract. [BRP] will adjust the amount of the bank guarantee in accordance with the provisions of Article 17.4 and 0 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~~[BRP] 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~~article.

The financial institution issuing the guarantee must meet the minimum official rating requirements of ~~"BBB"~~'BBB' issued by the credit rating agency Standard & Poor's (S&P) or of ~~"Baa2"~~'Baa2' issued by the credit rating agency Moody's Investor Services (Moody's). In case of the minimum required rating being lost, ~~ARP~~[BRP] must submit to Elia a new guarantee from another financial institution that meets the conditions stated in this ~~Article~~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~~[BRP] will submit evidence to Elia, within a period of fifteen (15) Banking Days after Elia ~~invoked~~invokes the guarantee, that the financial institution issuing the guarantee has adjusted the amount of the bank guarantee to the required level, or else ~~ARP~~[BRP] will submit a new guarantee that meets the conditions stated in this ~~Article~~article.

17.3. Cash payment

~~ARP~~[BRP] may replace the bank guarantee at first request with a cash payment to Elia of a deposit, ~~whereby~~ the amount of ~~the said deposit~~which is calculated in accordance with ~~Appendix 4,017.4,~~ subject to the acceptance by Elia of this cash guarantee.

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

This payment is a down payment on the amounts owed to Elia by [BRP] for whatever ~~purpose~~by ARP ~~reason~~, and acts at least as a first-ranking security or surety for Elia, guaranteeing the ~~execution~~fulfilment of all the obligations arising from the Contract, including ~~—~~ but not limited to ~~-~~ ~~—~~ the payments of the Tariffs for Imbalance and/or external ~~inconsistencies~~inconsistency.

It is explicitly agreed and understood, notwithstanding the foregoing, that Elia is entitled to take possession of any sums paid by ~~ARP~~[BRP] 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~~[BRP] arising from the Contract, ~~since they are all closely linked,~~ 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~~[BRP] shall be reimbursed by transfer to ~~ARP~~[BRP] 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, [BRP], notwithstanding all of Elia's rights and actions.

17.4. Amount of the required financial guarantee

The amount of the guarantee is a variable amount based on ARP's [BRP]'s position. ARP's [BRP]'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 Offtake averages allocated to ARP [BRP] 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~~ Offtake measured at Off take Offtake Points, excluding those Off take Offtake Points that supply a Closed Distribution System CDS, allocated to ARP's [BRP]'s Balancing Perimeter; and
- ~~all Closed Distribution System Off take Positions (if they represent CDS Allocations (in the case of net Off take), Offtake)~~ allocated to ARP's [BRP]'s Balancing Perimeter; and
- ~~all Distribution Off take Positions, if they represent a Allocations (in the case of net Off take, Offtake)~~ allocated to ARP's [BRP]'s Balancing Perimeter; and
- ~~the the External Commercial Trade Schedules for Export Nominations~~ allocated to ARP's [BRP]'s Balancing Perimeter; and
- ~~the Nominations for [BRP]'s Internal Commercial Trade Schedules~~ (sales transactions) ~~of ARP~~ with other Access Balance Responsible Parties and allocated to ARP's [BRP]'s Balancing Perimeter; and,
- the absolute value of the ~~metered~~ measured Active Power that is part of the allocation at the Offshore Interconnector Connection Point to ARP's [BRP]'s Balancing Perimeter.

This position is shown in the table below, from which the required guarantee amount 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 <u>ARP (ARP [BRP] (BRP-P)</u>	Variable guarantee amount
<u>ARP BRP-P ≤ 50 MW</u>	€93,000
50 MW < ARP < BRP-P ≤ 100 MW	€186,000
100 MW < ARP < BRP-P ≤ 200 MW	€372,000
200 MW < ARP BRP-P ≤ 300 MW	€558,000
300 MW < ARP < BRP-P ≤ 450 MW	€837,000
450 MW < ARP ≤ BRP-P ≤ 600 MW	€1,116,000

600 MW < ARP ≤ BRP-P ≤ 750 MW	€1,395,000
750 MW < ARP ≤ BRP-P ≤ 900 MW	€1,674,000
900 MW < ARP ≤ BRP-P ≤ 1050 MW	€1,953,000
1050 MW < ARP ≤ BRP-P ≤ 1200 MW	€2,232,000
1200 MW < ARP ≤ BRP-P ≤ 1500 MW	€2,790,000
ARP BRP-P >> 1500 MW	€3,000,000

- First month of the BRP Contract: ~~setting~~initial calculation of the financial guarantee
~~ARP's~~[BRP]'s position for its first (1st) month ~~in of~~ the Contract is determined by mutual agreement between the Parties, based on ~~ARP's~~[BRP]'s estimated highest position for the coming three (3) months. This value will form the basis for determining the ~~set point for the value~~initial amount of the guarantee. In all cases, the minimum guarantee is always €93,000.
- Monitoring and control of the financial guarantee for each AccessBalance Responsible Party
On its own initiative, ~~ARP~~[BRP] will immediately adjust its guarantee in accordance with the rules set out below. Elia will check in good time to ensure that ~~ARP~~[BRP] has complied with its obligations.
 - If ~~ARP's~~[BRP]'s position is more than 20% higher than the position for which the guarantee has been ~~determined~~issued for more than two (2) days in any given month, ~~ARP~~[BRP] will immediately, and at the latest within three (3) weeks of this position occurring, increase its guarantee to the required level. ~~ARP's~~[BRP]'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~~[BRP], [BRP] 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~~[BRP]'s position is lower than the level covered by the guarantee, ~~ARP~~[BRP] 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.

18 Suspensive conditions affecting the execution/implementation of this Contract

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

- a) ~~ARP~~[BRP] shall provide evidence of the financial guarantees ~~laid down as set out~~ in Article ~~170~~ of the BRP Contract;

- b) ~~ARP~~BRP shall provide evidence of the availability and preservation of the necessary and sufficient means required, using its own resources or ~~in any other way~~others, to guarantee 24-Hour-a-day ~~operations, in accordance with the Grid Code for Transmission~~operation.
-

~~Section XI:~~ Section XII: Calculating imbalances

19 Allocation to the Balancing Perimeter

The various terms comprising [BRP]'s Balancing Perimeter pursuant to Article 14 of this BRP Contract shall be calculated in accordance with the following provisions for every quarter-hour Q in a given month.

19.1. ~~Injection- and/or Off-take~~ Offtake Points

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

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

This allocation to ~~ARP's~~ [BRP]'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, the measurement of which is replaced by the value 0. This allocation is subject to specific rules relating to Band ~~Deliveries~~ Supplies for ~~Off-take~~ Offtake Points and, Shared Injection for Injection Points, and ~~to the situations~~ cases of two Access Balance Responsible Parties being ~~designated for~~ tasked with monitoring the ~~Off-take~~ Offtake 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~~ Access Contract.

19.2. ~~Distribution Off-take Position~~ Allocation(s) on a ~~distribution network~~ Public Distribution System

~~The~~ [BRP]'s ~~Distribution Off-take Position~~ Allocation(s) ~~of ARP notified as~~ communicated to Elia by (a) ~~distribution system~~ Public Distribution System operator(s), defined in the context of the access rights to this (these) ~~distribution network~~ Public Distribution System(s), is (are) allocated to ~~ARP~~ [BRP].

~~Closed Distribution System Position~~

19.3. Allocation(s) for a CDS connected to the Elia Grid

~~The Positions of ARP in~~ [BRP]'s Allocations for one or more ~~Closed Distribution Systems, which are~~ CDSs, as communicated to Elia by one or more ~~Closed Distribution System~~ CDS Operators and ~~are~~ established in the context of the right of access to ~~this/these Closed Distribution System(s), said CDSs,~~ are allocated to ~~ARP~~ [BRP].

19.4. Losses

~~For the Off-takes~~ Loss percentages will be allocated to [BRP]'s Balancing Perimeter for the Offtake measured at the ~~Off-take~~ Offtake Points, ~~(excluding those Off-take~~ Offtake Points that supply a ~~Closed Distribution System, CDS)~~, for the Distribution ~~Off-take~~ Positions ~~(in the event of net Off-take)~~ Allocations and for the ~~net balance of Closed Distribution System Injection and/or Off-take~~ Positions CDS Allocations 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 (in the event of net Offtake), without prejudice to the provisions~~ of the ~~Federal~~ 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, They~~ may be adjusted on the basis of the measured losses. ~~An adjustment to these if necessary, These~~ percentages may be ~~made~~ adjusted during the year if ARP [BRP] is informed of this change within a reasonable period of time, ~~and~~ in such a way that the necessary measures can be taken. The ~~mentioned~~ reasonable period of time ~~referred to~~ shall never be less than two (2) weeks following the date on which Elia ~~has sent~~ issued a notification by registered mail informing ARP [BRP] 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~~ a [BRP] Offtake Point. These are charged as described in the ~~Channel Region Long-Term Nomination Rules, applicable nomination rules in force, whether long-term, day-ahead or intraday, for the BE-GB Day-Ahead Nomination Rules~~ Border, and as provided for in the operation of the Market Coupling for this Border, ~~if necessary.~~

19.5. Allocation at an Offshore Interconnector Connection Point

For an Offshore Interconnector Connection Point, Elia allocates an Injection or ~~Off-take~~ Offtake corresponding to the difference between the measured physical Active Power transported via the Offshore Interconnector on the one hand and ~~the nominated Imports/Exports~~ External Commercial Trade Schedules and ~~where, if applicable the,~~ Offshore Operational International Exchanges on the other ~~hand~~. The allocation method is described in ~~Appendix 9~~ 1.1.1 to this Contract.

19.6. Import and Export

Confirmed and executed ~~Nominations~~ External Commercial Trade Schedules for Import and/or Export at one or more Borders related to ARP's [BRP]'s Physical Transmission Rights are, where appropriate, allocated to ARP's [BRP]'s Balancing Perimeter.

The allocation procedure is described in ~~Appendix 1 to~~ Article 24 of this BRP Contract.

19.7. Internal Commercial Trade

Confirmed ~~Nominations~~ Internal Commercial Trade Schedules for Internal Commercial Trade ~~nominated~~ submitted by ARP are [BRP] shall be allocated to ARP's [BRP]'s Balancing Perimeter.

The BRP Contract governs [BRP]'s rights and obligations ~~of ARP to~~ ~~nominates~~ submit Internal Commercial Trade ~~are governed by this Contract~~ Schedules.

Any ~~Access~~ Balance Responsible Party who is a CCP and who, in addition to ~~the Nominations of~~ submitting Internal Commercial Trade Schedules relating to transactions described in the Royal Decree Exchange or executed pursuant to the NEMO tasks outlined in the EU CACM Guideline, ~~nominates other activities that belong to its Balancing Perimeter, must:~~

- ~~request a separate Balancing Perimeter from Elia (having a specific EIC/Elia code) before submitting any Internal Commercial Trade Schedules relating to 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:the EU CACM Guideline; and~~
- ~~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 AccessBalance Responsible Parties that nominate the submitting Internal Commercial Trade with it Schedules alongside said Balance Responsible Party of this double Balancing Perimeter, indicating which Balancing Perimeter applies to which NominationInternal Commercial Trade Schedule.~~

If ~~ARP proceeds with a Nomination~~[BRP] submits an Internal Commercial Trade Schedule for an Internal Commercial Trade with an Accessa Balance Responsible Party who is a CCP, ~~ARP must~~ ~~if the CCP has~~ ~~with~~ more than one Balancing Perimeter, ~~[BRP] must~~ use the Balancing Perimeter ~~as communicated specified~~ by the CCP.

19.8. Correction of the Balancing Perimeter when activating flexibility

19.8.1. ~~Modalities in case of activation of~~Activating CIPU Technical Units

If ~~ARP~~[BRP], 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 Technical Units, [BRP]'s~~ Balancing Perimeter will be ~~corrected~~adjusted in the event of activation due to the participation of ~~ARP~~[BRP] in these services, except for the supply of ~~primary reserve~~FCR power ~~within the meaning of the Grid Code for Transmission,~~. This correction ~~corresponds~~will correspond to the Ordered Volume.

19.8.2. ~~Modalities in case of activation of~~Activating non-CIPU Technical Units without Transfer of Energy

~~19.8.2.1~~19.8.2.1 Exceptions to ~~at~~the market situation with Transfer of Energy

The ~~following~~ provisions of this article shall only apply ~~only to those situations with the exception of~~to exceptions to a market situation with Transfer of Energy, ~~as described in section pursuant to Section 8.2 of the Transfer Rules governing Transfers of Energy rules.~~

~~In case of~~Should an activation, by a Flexibility Service Provider, of Balancing Services by FSP activate balancing services from non-CIPU ~~Technical~~technical units or, ~~after the winter period 2018-2019 of SDR services,~~ the following rules shall apply to ~~the ARP's~~[BRP]'s Balancing Perimeter:

- If ~~ARP~~[BRP] is associated with ~~the Flexibility Service Provider~~this FSP, its Balancing Perimeter ~~is corrected~~shall be adjusted, on a quarter-hourly basis ~~for the entire duration of the activation period, because of the Flexibility Service Provider's participation, throughout the activation, due to the involvement of this FSP in these Balancing Services (as Balancing Service Provider) or in this balancing services (in its capacity as BSP) or SDR service.~~
- ◊ This correction ~~equals~~corresponds to the Ordered Volume of flexibility ~~on a Flexibility per~~ quarter-hourly basisHour during the activation period.

~~For~~With regard to the purposes of SDR, the activation period corresponds to the ~~period of~~Effective Delivery period.

- ~~○~~ If ARP[BRP] is not associated with ~~the Flexibility Service Provider~~this FSP, its Balancing Perimeter ~~is~~shall not ~~corrected with~~be adjusted according to the Delivered Volume of ~~flexibility~~Flexibility during the activation period.

In ~~the event~~case of such an activation ~~having an impact on the injections, which impacts injection and offtakes of ARP's~~oftake within [BRP]'s Balancing Perimeter, Elia ~~provides~~ ARPshall provide [BRP] with information ~~regarding to~~on the volume activated ~~volume in ARP's~~within [BRP]'s Balancing Perimeter pursuant to the provisions of 0 to the contract.

19.8.2.2 Special arrangements for FCRs

In the event of the activation of FDR power from non-CIPU technical units, the Balancing Perimeter in accordance with the modalities set out in Appendix 10 of this Contractshall not be adjusted.

~~18.7.1.1~~ 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.~~

Modalities in case of activation of

19.8.3. Activating a non-CIPU Technical UnitsUnit with Transfer of Energy

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

In case of an activation of ~~demand flexibility by a~~Demand Flexibility ~~Service Provider~~by an FSP, the following rules apply with regard to ARP's[BRP]'s Balancing Perimeter. These rules are based on the principles ~~relating to the correction of the~~for adjusting Balancing ~~Perimeter as~~Perimeters described in ~~section~~Point 12 of the ~~Transfer~~Rules governing Transfers of Energy ~~rules~~:

- ~~○~~ If ARP[BRP] is not associated with this ~~Flexibility Service Provider~~FSP, its Balancing Perimeter is ~~corrected~~adjusted on a ~~monthly~~quarter-hourly basis ~~for~~throughout the activation with the Delivered Volume of ~~flexibility~~Flexibility, aggregated at the level of the Balancing Perimeter and aggregated on a quarter-hourly basis. The Delivered Volume of ~~flexibility~~Flexibility at a Delivery Point is based on the principles ~~relating to~~governing the calculation of ~~the~~ Delivered ~~said~~ Volume of ~~flexibility~~Flexibility, as set out in section 11 of the ~~Transfer~~Rules governing Transfers 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~~If the FSP delivers a larger volume than that ordered by Elia, the individual 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~~Flexibility at all relevant Delivery Points, is adjusted so that the total Delivered Volume of ~~flexibility,~~totalled Flexibility, across all Delivery Points participating in the delivery of flexibility, is equal to Elia's Ordered Volume of ~~flexibility~~Flexibility.

- ~~o~~ o ~~If [BRP] is associated with this FSP, in its capacity as BRPfsp, its Balancing Perimeter is adjusted by 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 difference between the Delivered Volume and the Ordered Volume of Flexibility is allocated, on a quarter-Hourly basis, to the Balancing Perimeter of [BRP] as BRPfsp, to which the Tariff for Imbalances is applied. The Delivered Volume of Flexibility at a Delivery Point is based on the principles governing the calculation of the Delivered Volume of Flexibility as set out in section 11 of the Rules governing Transfers of Energy.~~

~~If the FSP delivers a larger volume than that requested by Elia, the individual Delivered Volume of Flexibility at a Delivery Point, based on the aforementioned rules and totalled across all Delivery Points involved in the delivery of flexibility pro rata to the sum of the individual Delivered Volumes of Flexibility at all relevant Delivery Points, is adjusted so that the total Delivered Volume of Flexibility, totalled across all Delivery Points involved 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~~[BRP] information ~~regarding about~~ the activated volume in ~~ARP's~~[BRP]'s Balancing Perimeter in accordance with the ~~modalities arrangements~~ set out in Appendix ~~10 of this Contract.0.~~

~~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).~~

20 Quarter-BRP quarter-hourly Imbalance

ARP's[BRP]'s Imbalance per quarter-hour for every given quarter-hour Q is the difference per quarter-hour between the total Injection into the Elia Grid ~~belonging to ARP's~~within [BRP]'s Balancing Perimeter and the total ~~Off-take~~Offtake from the Elia Grid ~~belonging to ARP's~~within [BRP]'s Balancing Perimeter[†].

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

- ~~--~~ all External Commercial Trade Schedules for Imports nominated~~submitted~~ and ~~executed~~implemented by ARP[BRP] for ~~that~~this quarter-hour~~Hour~~, including those ~~integrated~~incorporated by Elia ~~into~~ the Balancing Perimeter on [BRP]'s behalf, pursuant to Article 19.5 of ARP~~this BRP Contract~~, as well as, for the BE-GB Border (taking into account ~~the~~ losses for this Border), i) ~~the~~ explicit External Commercial Trade Schedules for Imports nominated~~submitted~~ by ARP ~~in~~[BRP] on the RNP and ii) ~~the~~ implicit External Commercial Trade Schedules for Imports nominated~~submitted~~ on [BRP]'s behalf ~~of ARP, for~~, which Elia and the RNP Operator ~~will~~shall ensure ~~that they~~ are directly integrated~~incorporated~~ into ARP's[BRP]'s Balancing Perimeter; and
- ~~--~~ all actual Injections at the Injection Points, excluding those Injection Points that supply a Closed-Distribution-SystemCDS, allocated to ARP,[BRP], inter alia in the context of the coordination of Generation UnitsUnit Injection, for that quarter-hourHour, taking into account of all relevant Shared Injections, pursuant to Article 19.1 of this BRP Contract; and
- ~~--~~ all Closed-Distribution-SystemCDS Injection PositionsAllocations allocated to ARP[BRP], pursuant to Article 19.3 of this BRP Contract; and
- ~~--~~ all Distribution Off-take-PositionsAllocations allocated to ARP ~~if~~[BRP] in the ~~result~~ adds up to a case of net Injection, pursuant to Article 19.2 of this BRP Contract; and

[†]~~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 Injections by Internal Commercial Trade nominated Schedules submitted by ARP ("as the buyer") [BRP] ('as buyer') for that this quarter-hour Hour, pursuant to Article 19.7 of this BRP Contract;~~ and
- ~~all equivalent Injections as a result of a perimeter correction resulting from Perimeter corrections,~~ in accordance with Article ~~11.8~~19.8 of this ~~BRP~~ Contract; and
- ~~the allocated Injection for an Offshore Interconnector Connection Point for the ARP_oBRP_o.i. of that point, in accordance with Article 11.5~~19.5 and according to the description in ~~Appendix 9 to this~~1.1.1 ~~to this~~ BRP Contract.

The Total ~~Off take~~Offtake belonging to ~~ARP's~~[BRP]'s Balancing Perimeter for a given quarter-hour Hour is the sum of:

- ~~all External Commercial Trade Schedules for Exports nominated submitted and executed implemented by ARP [BRP] for that this quarter-hour Hour, including those integrated incorporated by Elia into the Balancing Perimeter on [BRP]'s behalf of ARP, pursuant to Article 19.5 of this BRP Contract,~~ as well as, for the BE-GB Border (taking into account ~~the losses for this Border~~), i) ~~the explicit External Commercial Trade Schedules for Exports nominated submitted by ARP in [BRP] on~~ the RNP and ii) ~~the implicit Exports nominated on External Commercial Trade Schedules for Export submitted on [BRP]'s behalf of ARP, for,~~ which Elia and the RNP Operator ~~will~~shall ensure ~~that they~~ are directly ~~integrated incorporated~~ into ~~ARP's~~[BRP]'s Balancing Perimeter; and
- ~~all actual Off-takes Offtake at Off-take Offtake Points, excluding those Off-take Offtake Points that supply a Closed Distribution System CDS, allocated to ARP [BRP] for that quarter-hour Hour, taking into account of all relevant Band Supplies (according to the provisions of the access contract); Access Contract), pursuant to Article 19.1 of this BRP Contract;~~ and
- ~~all Closed Distribution System Off-take Positions CDS Offtake Allocations~~ allocated to ~~ARP [BRP], pursuant to Article 19.3 of this BRP Contract;~~ and
- ~~all Distribution Off-take Positions Allocations~~ allocated to ~~ARP if [BRP] in the result adds up to a case of net Off-take Injection, pursuant to Article 19.2 of this BRP Contract;~~ and
- ~~all Off-takes by Internal Commercial Trade nominated Schedules submitted by ARP ("as the seller") [BRP] ('as buyer'), for that this quarter-hour Hour, pursuant to Article 19.7 of this BRP Contract;~~ and
- ~~all equivalent Off-takes as a result of a perimeter correction Offtake resulting from Perimeter corrections,~~ in accordance with Article ~~11.8 of this Contract;~~19.8; and
- ~~the allocated Off-take Offtake for an Offshore Interconnector Connection Point for the ARP_oBRP_o.i. of that point, in accordance with Article 11.5~~19.5 and according to the description in ~~Appendix 9~~1.1.1 to this Contract; and
- ~~for the metered Off-take Offtake measured at Off-take Offtake Points and, for the Distribution Off-take Positions (if it is a net Off-take) Allocations and for the net balance (if it is a net Off-take) of Closed Distribution System Injection and/or Off-take Positions CDS Allocations connected to the Elia Grid, (in accordance with Articles 161 and 162 the event of net Offtake, without prejudice to the provisions of the Federal Grid Code for Transmission and, where appropriate, in accordance with the applicable regional legislation, a loss percentage of this Off-take Offtake will be allocated additionally to ARP's [BRP]'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.~~19.4.



21 Data exchange

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

Elia will make the imbalance settlement volume available to ARP[BRP] at the latest at the end of the month M+2 following the month in which the metering data, ~~based on which were calculated;~~ these are used as a basis for calculating the imbalance settlement ~~value.~~

If [BRP] is calculated, was collected.

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

Elia will also make the aggregated and non-validated metering data from ARP's~~[BRP]'s~~ Access Points available to ARP[BRP] on a daily basis, ~~except if unless~~ 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~~Offtake~~ Points connected to a ~~distribution network other than the Elia Grid~~ Public Distribution System will be supplied to ARP[BRP] by the distribution system operator in question, in accordance with the applicable grid code(s) for the distribution of electricity. The metering data relating to CDS Access Points connected to a ~~Closed Distribution System~~ CDS will be supplied to ARP[BRP] by the ~~Closed Distribution System~~ CDS Operator in question, ~~by applying in accordance with~~ the rules described in the ~~access contract~~ Access Contract.

22 Pooling Agreement

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

The Pooling Agreement must ~~comply with~~ satisfy the ~~requirements~~ criteria laid down in Appendix 70 to the BRP Contract (~~"Pooling Agreement"~~ 'Pooling Agreement').

ARP[BRP] can either:

- enter into one (1) Pooling Agreement designating another AccessBalance 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[BRP] is designated as the Head of the Pool by one or more AccessBalance 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[BRP] 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 made known to Elia by the Pooling Parties ~~to Elia~~ and must be ~~signed~~ validly signed 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 AccessBalance Responsible Parties in the Pooling Agreement to pay their total Tariff for ~~Imbalance, Imbalances~~ does not fulfil, for whatever reason, its payment obligations to Elia under the Pooling Agreement and the terms of the BRP 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 AccessBalance 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, Imbalances~~ and late-payment interest will be added in accordance with the provisions of the Act of 2 August 2002.

If ~~need be~~ necessary, the Parties state that any payment by ARP[BRP] to the Head of the Pool under the Pooling Agreement cannot be deemed to discharge ARP[BRP] from its obligations towards Elia. The conclusion of this BRP 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 BRP 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.

Section XII: Section XIII: Daily Balancing Schedule

~~_____~~ **Nominations**

23 Daily Balancing Schedule

23.1. Submission and conditions for the submission of ~~Nominations~~Daily Balancing Schedules

When ARP[BRP] submits to Elia its Day-Ahead ~~Nominations to Elia regarding~~Daily Balancing Schedule for its Balancing Perimeter, ARP[BRP] shall ensure that ~~for each quarter-hour the nominated total part of this Daily Balancing Schedule concerning Total Injection (which in its Balancing Perimeter for every quarter-Hour period is equal to the sum of all nominated day-ahead Injections by ARP) equals the total nominated Off-take (which is the sum part of all nominated day-ahead Off-takes by ARP).~~its Schedule relating to the Total Offtake in its Balancing Perimeter.

When ARP[BRP] submits to Elia its Intraday ~~Nominations to Elia relating to~~Daily Balancing Schedule for its Balancing Perimeter, ARP[BRP] shall ensure to maintain a balance on a quarter-hourly~~Hourly~~ basis ~~in accordance with pursuant to~~ the provisions of Article ~~10~~.14.

In addition, ARP[BRP] shall comply with the following rules.

23.2. ~~Regarding~~Physical Nominations for Injection and ~~Off-take~~Offtake Points, for ~~Distribution Off-take Positions, for Closed Distribution System Positions~~Allocations, for Allocations for a CDS connected to the Elia Grid, for ~~Import and/or Export, for Internal or External Commercial Trade~~Schedules, and for ~~an~~ Offshore Interconnector ~~Point-Points~~Point-Points

23.2.1. ~~Regarding~~ Physical Nominations for Injection and ~~Off-take~~Offtake Points, for ~~Distribution Off-take Positions~~Allocations and for ~~Closed Distribution System Positions~~Allocations for a CDS connected to the Elia Grid

All Physical Nominations for Injection Points and/or ~~Off-take~~Offtake Points and for ~~Distribution Off-take Positions~~Allocations and for ~~Closed Distribution System Positions~~Allocations for a CDS allocated to ARP's[BRP]'s Balancing Perimeter, must, be submitted by [BRP] to Elia in accordance with the procedure described in Article 24 and before the cut-off time stated ~~in~~ Appendix 5, be submitted by ARP to Elia therein.

Physical Nominations submitted for Injection Points and/or ~~Off-take~~Offtake Points, for ~~Distribution Off-take Positions~~Allocations and for ~~Closed Distribution System Positions~~Allocations for a CDS allocated to ARP's[BRP]'s Balancing Perimeter must correspond as closely as possible with the actual ~~Off-take~~Offtake and Injection.

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

23.2.2. ~~Regarding~~ Nominations for Import and/or Export and Internal and External Commercial Trade Schedules

All ~~Nominations~~External Commercial Trade Schedules for ~~Import~~Imports and/or ~~Export~~Exports (excluding those ~~integrated~~incorporated by Elia ~~into~~ the Balancing Perimeter on [BRP]'s behalf ~~of ARP insofar as~~), provided that the necessary Physical Transmission Rights have been obtained, and ~~for all~~ Internal Commercial Trade ~~Schedules~~ must be submitted by ~~ARP~~[BRP] to Elia, ~~in accordance with~~¹ as per the procedure set out in Article 24 and before the ~~cut-off time stated in Appendix 5~~deadline set therein.

With ~~regard~~respect to the ~~abovementioned Nominations~~, ~~ARP~~forementioned Internal and External Commercial Trade Schedules, [BRP] shall avoid any and all external inconsistency as defined in Articles ~~12.3.3, 12.3.4, 12.3.5 and 12.3.6~~23.3.3, 23.3.4, 23.3.5 and 23.3.6 of the BRP Contract.

~~Nominations for Import and Export~~External Commercial Trade Schedules must ~~comply~~respect at all times ~~with~~ the Physical Transmission Rights obtained in accordance with the procedure ~~described in Appendix 1 to this~~detailed in Article 0 of the BRP Contract.

~~23.2.3. Additional rules for Nominations for Off-take regarding Physical CDS Offtake and/or Injection Positions on Nominations for a Closed Distribution System CDS connected to the Elia Grid.~~

~~ARP~~ [BRP] cannot make any ~~Nomination for one or more CDS Access Points within Physical Nominations for a Closed Distribution System CDS~~ until its name is communicated to Elia by the ~~Closed Distribution System CDS~~ Operator as stated in the ~~access contract~~Access Contract between Elia and the CDS Operator.

~~For each Closed Distribution System where ARP operates, ARP makes a~~ For every CDS on which [BRP] is active, [BRP] performs a Physical Nomination corresponding to its ~~Closed Distribution System Position on this Closed Distribution System, i.e. the full energy volume for which it~~Offtake and/or Injection for all Market Access Points within this CDS which [BRP] is tasked with monitoring, namely the entire volume of energy for which [BRP] is responsible within the relevant Closed Distribution System.~~this CDS.~~

By way of exception, ~~ARP individually makes a Nomination~~[BRP] shall perform individual Physical Nominations for the volume of energy ~~of any CDS at every Market Access Point coupled by within its perimeter with~~ a CIPU Contract ~~concluded~~contract with Elia and a Physical Nomination for the volume of energy ~~of any CDS every Market Access Point, using~~ within its perimeter, pursuant to Appendix 14 ~~ter to~~14 ter of the access contractAccess Contract.

If the ~~Closed Distribution System CDS~~ has ~~several~~multiple Access Points to the Elia Grid, the Physical 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~~[BRP] pursuant to the two paragraphs above for the Market Access Points which [BRP] is responsible for monitoring shall be associated with only one of these Access Points, with a. A Physical Nomination ~~at equal to zero (0) MW at~~must be submitted for the other Access Point(s),

¹ The Internal Commercial Trade Schedules are either submitted by [BRP] to Elia or incorporated by Elia into the Balancing Perimeter on [BRP]'s behalf on an intraday basis or by Day D+1 at the latest, in accordance with the provisions of the BRP Contract. Any reference in this BRP Contract to [BRP] Intraday Commercial Trade Schedules and/or the submission of these Schedules by [BRP] consequently refers to both the data set submitted to Elia by [BRP] and those incorporated by Elia into the Balancing Perimeter on [BRP]'s behalf, unless explicitly stated otherwise.

~~insofar as the~~ unless current tariff rules ~~in force do not~~ require that this volume of energy ~~to be spread over each of the~~ allocated between every Access ~~Points~~ Point based on the actual situation.

23.2.4.23.2.3. Regarding Physical Nominations for an Offshore Interconnector Connection Point

~~ARP~~ A Balance Responsible Party may not make any Physical Nomination for an Offshore Interconnector Connection Point unless it has the status of ~~ARP~~ BRP.i. for that Offshore Interconnector Connection Point.

A Day-Ahead Physical Nomination for an Offshore Interconnector Connection Point, allocated to the Balancing Perimeter of the ~~Access~~ Balance Responsible Party associated with ~~an~~ this 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 External Commercial Trade Schedules submitted on the Offshore Interconnector and, where applicable, the Day-Ahead result of the Offshore Operational International ~~Exchanges~~ Exchange on the other ~~hand~~, as stated in ~~Appendix 9~~ 1.1.1 to this Contract.

23.3. Evaluation of the Daily Balancing Schedules submitted Nominations

~~As provided in Article 12.1 of this Contract, Elia will~~ shall evaluate the ~~following~~ Physical Nominations and Internal or External Commercial Trade Schedules for Day D, ~~in the context detailed below as part of its duties in operating responsibility for managing and maintaining the Elia Grid, including considerations of more specifically taking into account safety/security, reliability and efficiency of the Elia Grid, in accordance with Articles 216 and 217 of the Grid Code for Transmission, and considerations as well as the obligations set out in Article 42.423.1 of the BRP Contract.~~

23.3.1. Day-Ahead Physical Nominations involving Off-take for Offtake at an Off-take Offtake Point

Elia ~~will~~ shall evaluate the Day-Ahead Physical Nomination ~~in relation to Off-take~~ involving Offtake at an Off-take Offtake Point in accordance with the legislation in force and in particular, (i) in the ~~case~~ event 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 Supply, or~~ (ii) ~~if~~ in the event that two ~~Access~~ Balance Responsible Parties are ~~designated with responsibility~~ made responsible for monitoring the Off-take Offtake and/or Injection at an Access Point, in accordance with ~~Article 204~~ the provisions of the ~~Grid Code for Transmission~~ Access Contract.

23.3.2. Day-Ahead and Intraday Physical Nominations involving for Injection at an Injection Point

Elia ~~will~~ shall evaluate Day-Ahead and/or Intraday Physical 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. provisions of the CIPU Contract. The Access Contract describes the procedure to be followed in the case of Shared Injection is governed by Article 194(3) of the Grid Code for Transmission. The case of designating or in the event of two Access~~ Balance Responsible Parties ~~with responsibility~~ being made responsible for monitoring ~~the~~ Off-take Offtake and/or Injection at an Access Point ~~is governed by Article 201 of the Grid Code for Transmission.~~

23.3.3. Day-Ahead Nominations involving Day-Ahead Import and/or Export External Commercial Trade Schedules

Elia ~~will~~ shall evaluate ~~the~~ Day-Ahead Nominations involving External Commercial Trade Schedules for 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.~~

[BRP] has sufficient experience in 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 [BRP] External Commercial Trade Schedule contains an International Exchange whose equivalent, insofar as Elia has been officially notified thereof by the transmission system operator operating the Scheduling Area in question, has not been accepted by the latter; or
- b) a [BRP] External Commercial Trade Schedule contains an International Exchange that, insofar as Elia has been officially notified thereof 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:

- a) reject said External Commercial Trade Schedule involving an International Exchange; or
- b) partially accept said External Commercial Trade Schedule involving an International Exchange; or
- c) accept said External Commercial Trade Schedule involving an International Exchange and then invoice [BRP] the Tariff for external inconsistency.

With regard to explicit Day-Ahead External Commercial Trade Schedules on the BE-GB Border submitted by [BRP] on the RNP, Elia shall receive these reconciled External Commercial Trade Schedules from the RNP and then automatically allocate them to the Balancing Perimeter of the Balance Responsible Party in question.

Elia and the RNP Operator shall ensure that any implicit Day-Ahead External Commercial Trade Schedules on the BE-GB Border submitted on the Shipping Agent's behalf are directly incorporated into the Shipping Agent's Balancing Perimeter.

23.3.4. ~~Intraday ARP has sufficient experience with~~ External Commercial Trade Schedules

Elia shall evaluate the Intraday External Commercial Trade Schedules for Intraday Import and/or Export in accordance with the legislation in force.

[BRP] has sufficient experience in 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~~article and the associated ~~Appendices~~appendices or ~~Articles~~articles, there is, except for the BE-GB Border, an external inconsistency when:

- a) ~~a Nomination by ARP~~[BRP] Intraday External Commercial Trade Schedule contains an International Exchange whose equivalent, insofar as ~~Elia~~Elia 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. notified thereof~~

~~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) ~~ana [BRP] Intraday Nomination by ARP External Commercial Trade Schedule contains an International Commercial Exchange that differs, for a given unit of time, from the equivalent International Exchange accepted by the, insofar as Elia has been officially notified thereof by the transmission system operator operating the Scheduling Area in question, insofar as the differs for a given unit of time from the equivalent International Exchange accepted by the latter has officially brought this to the attention of Elia.~~

In both cases, Elia is entitled to ~~either~~:

- a) ~~i.~~ reject the said Nomination External Commercial Trade Schedule involving an International Exchange; or
- b) ~~ii.~~ partially accept the said Nomination External Commercial Trade Schedule 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~~shall ensure that ~~these any implicit Intraday External Commercial Trade Schedules on the BE-GB Border submitted on the Shipping Agent's behalf~~ are directly ~~integrated~~incorporated into the Shipping Agent's Balancing Perimeter.

~~With regard to explicit Intraday External Commercial Trade Schedules on the BE-GB Border submitted by [BRP] on the RNP, Elia shall receive these reconciled External Commercial Trade Schedules from the RNP and then automatically allocate them to the~~ Balancing Perimeter of the Shipping Agent—Balance Responsible Party in question.

23.3.5. ~~Day-Ahead Nominations involving~~ Day-Ahead Internal Commercial Trade Schedules

Elia ~~will~~shall evaluate ~~the~~ Day-Ahead Nominations involving Internal Commercial Trade Schedules for 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~~article and the associated ~~Appendices~~appendices or ~~Articles~~articles, there is an external inconsistency:

~~when a Nomination by ARP:~~

- a) ~~a [BRP] Internal Commercial Trade Schedule contains a Day-Ahead Internal Commercial Trade with another Balance Responsible Party, and the Internal Commercial Trade Schedule for this Day-Ahead Internal Commercial Trade has not been made known to Elia by means of an Internal Commercial Trade Schedule from this other Balance Responsible Party; or~~
- a) ~~a [BRP] Internal Commercial Trade Schedule 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~~Balance Responsible Party, and the ~~Nomination of Internal Commercial Trade Schedule for~~ this Day-Ahead Internal Commercial Trade differs for any given quarter-~~hour~~Hour from the corresponding ~~Nomination Internal Commercial Trade Schedule~~ submitted by ~~that~~this other ~~Access~~Balance Responsible Party; or
- c) ~~in case of there is~~ a Day-Ahead Internal Commercial Trade ~~in relation to within the framework of a Belgian market for the power exchange of energy blocks~~ operated by a CCP, fulfilling the conditions described in a) or b).

In these cases, Elia is entitled ~~either to~~:

- i. ~~not to accept the~~reject said ~~Nomination by ARP regarding the [BRP] Internal Commercial Trade Schedule involving a~~ Day-Ahead Internal Commercial Trade; or
- ii. ~~to accept the~~ said ~~Nomination by ARP regarding the [BRP] Internal Commercial Trade Schedule involving a~~ Day-Ahead Internal Commercial Trade and ~~to charge ARP invoice [BRP] the Tariff for external inconsistencies, amounting in inconsistency, up to 100% in the abovementioned case a),) above~~ and 50% in the ~~abovementioned case b);) above~~; or
- iii. ~~to accept the~~ said ~~Nomination by ARP regarding the [BRP] Internal Commercial Trade Schedule involving~~ Day-Ahead Internal Commercial Trade and ~~to charge the CCP's Counterparty the whole invoice [BRP] the~~ Tariff for external ~~inconsistencies~~

~~in the abovementioned case c). However, if the CCP's inconsistency according to the following rules depending on whether [BRP] is the CCP or the CCP's Counterparty as per c) above: the Tariff for external inconsistency is to be charged to the CCP's Counterparty ~~contests~~ in its entirety. However, should the CCP's Counterparty ~~contest~~ the invoice and ~~proves~~ prove that the situation ~~described~~ detailed in the abovementioned case c) above is the result of an error committed by the CCP, Elia will ~~send~~ shall issue a credit note to the ~~CCP's~~ CCP's Counterparty for the ~~whole~~ entire amount of the aforementioned invoice and will ~~send~~ shall issue a new invoice to the CCP for the same amount, ~~with a maximum limit set capped~~ at the amount ~~described~~ set out in the ~~market rules for the~~ regulation establishing a power exchange of energy blocks as approved by ministerial decree and ~~relating to~~ as per the applicable liability limit of responsibility that applies between the CCP and the ~~CCP's~~ CCP's Counterparty. The aforementioned maximum limit will not apply if the error committed by the CCP is fraudulent or deliberate.~~

23.3.6. ~~Intraday Nominations relating to~~ Intraday Internal Commercial Trade Schedules

Elia will ~~shall~~ evaluate the Intraday ~~Nominations involving Intraday~~ Internal Commercial Trade Schedules 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~~ article and the associated ~~Appendices~~ appendices or ~~Articles~~ articles, there is an external inconsistency:

~~when a Nomination by ARP:~~

- a) ~~a [BRP] Internal Commercial Trade Schedule~~ contains an Intraday Internal Commercial Trade with another ~~AccessBalance~~ Responsible Party, and the ~~Nomination of Internal Commercial Trade Schedule for~~ this Intraday Internal Commercial Trade has not been ~~notified~~ made known to Elia by means of ~~a Nomination an Internal Commercial Trade Schedule~~ from ~~that~~ this other ~~AccessBalance~~ Responsible Party; or
- b) ~~when a Nomination by ARP~~ ~~[BRP] Internal Commercial Trade Schedule~~ contains an Intraday Internal Commercial Trade with another ~~AccessBalance~~ Responsible Party, and the ~~Nomination of Internal Commercial Trade Schedule for~~ this Intraday Internal Commercial Trade differs for any given quarter-~~hour~~ Hour from the corresponding ~~Nomination Internal Commercial Trade Schedule~~ submitted by ~~that~~ this other ~~AccessBalance~~ Responsible Party; or
- c) ~~in case of~~ there is an Intraday Internal Commercial Trade ~~in relation to~~ within the framework of a Belgian ~~market for the~~ power exchange ~~of energy blocks~~ operated by a CCP, fulfilling the conditions described in a) or b).

In these cases, Elia is entitled ~~either~~ to:

~~a.i. not to accept the reject~~ said ~~Nomination by ARP regarding the [BRP] Internal Commercial Trade Schedule involving an~~ Intraday Internal Commercial Trade; or

~~b. to accept the said Nomination by ARP regarding the [BRP] Internal Commercial Trade Schedule involving an~~ Intraday Internal Commercial Trade and ~~to charge the CCP's Counterparty the whole invoice [BRP] the~~ Tariff for external ~~inconsistencies in the abovementioned case c).~~

~~ii. However, if the CCP's inconsistency according to the following rules depending on whether [BRP] is the CCP or the CCP's Counterparty as per c) above: the Tariff for~~

~~external inconsistency is to be charged to the CCP's Counterparty ~~entirety~~ in its entirety. However, should the CCP's Counterparty contest the invoice and ~~proves~~ prove that the situation ~~described~~ detailed in ~~the above-mentioned case c) above~~ is the result of an error committed by the CCP, Elia will ~~send~~ shall issue a credit note to the ~~CCP's~~ CCP's Counterparty for the ~~whole~~ entire amount of the aforementioned invoice and will ~~send~~ shall issue a new invoice to the CCP for the same amount, with a maximum limit set capped at the amount ~~described~~ set out in the ~~market rules for the~~ regulation establishing a power exchange of energy blocks as approved by ministerial decree and relating ~~to~~ per the applicable liability limit of responsibility that applies between the CCP and the ~~CCP's~~ CCP's Counterparty. The aforementioned maximum limit will not apply if the error committed by the CCP is fraudulent or deliberate.~~

In ~~the~~ case of Day-Ahead Daily Balancing Schedules repeated ~~Day-Ahead Nominations~~ on Day D-1 for which ~~the nominated total~~ Total Injection ~~does~~ within the [BRP] Perimeter is not equal ~~the nominated total~~ Off take to the Total Offtake for the same Perimeter per quarter-hour ~~on~~ Hour for Day D (without taking ~~rounding off~~ into account inaccuracies into account), ARP may under no circumstances use the facilities of ~~when rounding up or down~~, [BRP] is prohibited from utilising Intraday Internal Commercial Trade mechanisms for a period of thirty (30) calendar days, beginning ~~from when Elia issues~~ immediately following notification thereof. ~~In~~ by Elia. 'Repeated' 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~~ prohibition shall apply once Elia detects a ~~non-negligible~~ significant and systematic difference between ~~the~~:

- ~~[BRP]'s Physical Nominations of ARP for Off-take~~ Access Points, ~~Distribution Off-take Positions and Closed Distribution System Off-take Positions on the one hand, and Offtake or Injections measured at the metered Off-take at Off-take~~ Access Points;
- ~~[BRP]'s Physical Distribution Off-take Positions of ARP received from distribution system operators other than Elia Nominations and Closed Distribution System Off-take Positions Allocations received from the Closed Public Distribution System Operators on the other hand, and;~~
- ~~Physical CDS Nominations and CDS Allocations received from CDS Operators; and~~

should this situation ~~persist~~ continue after Elia has notified ARP [BRP] thereof.

23.4. Confirmation or rejection of Nominations Daily Balancing Schedules

~~The confirmation status of Nominations~~ Confirmation of Daily Balancing Schedules means that the Physical Nominations and Internal and External Commercial Trade Schedules have been accepted by Elia and can be ~~executed~~ applied by ARP [BRP].

Elia ~~will inform ARP;~~ shall notify [BRP]:

- ~~on~~ On Day D-1 whether or not it ~~confirms~~ ARP's has confirmed [BRP]'s Day-Ahead Nominations in accordance with Daily Balancing Schedule as per the above-mentioned ~~above-mentioned~~ conditions for Physical Nominations and Day-Ahead Nominations that have Commercial Trade Schedules to be submitted on Day D-1. If ARP [BRP] has not been ~~informed before notified by~~ 6 p.m. on Day D-1, ARP will contact the Energy Scheduling Office [BRP] shall call Customer Services (see

~~Appendix 6 on Contact Information for the submission of Nominations) by telephone in order to~~ to obtain confirmation;

- ~~Fifteen (15) minutes before start of~~ prior to delivery whether or not ~~Elia~~ confirms ARP's [BRP]'s Intraday Nominations in accordance with ~~External Commercial Trade Schedules as per~~ the ~~abovementioned/forementioned~~ conditions for ~~the~~ Intraday Nominations relating to ~~External Commercial Trade Schedules involving~~ Intraday Import and/or Export. If Elia has not confirmed these ~~Nominations, ARP may not execute~~ External Commercial Trade Schedules, [BRP] cannot implement them;
- ~~on~~ On Day D+1 whether ~~or not~~ it confirms ARP's [BRP]'s Intraday ~~Nominations in accordance with~~ Internal Commercial Trade Schedules as per the ~~abovementioned/forementioned~~ conditions for ~~the~~ Intraday Internal Commercial Trade. If ARP [BRP] has not been ~~informed before~~ notified by 6 p.m. on Day D+1, ~~ARP will contact the Energy Scheduling Office~~ [BRP] shall call Customer Services (see ~~Appendix 6 on Contact Information for the submission of Nominations) by telephone in order to~~ to obtain confirmation;
- ~~fifteen~~ Fifteen (15) minutes at the latest before the Intraday Physical Nomination enters into force, whether ~~or not~~ it confirms ARP's [BRP]'s Intraday Physical Nominations in accordance with the ~~abovementioned/forementioned~~ conditions for Intraday Physical Nominations relating to Injection at an Injection Point. If Elia has not confirmed these Physical Nominations, ARP [BRP] may not ~~execute~~ implement them.

Elia shall provide ~~the~~ reasons for ~~decisions where ARP's Nominations are rejected~~ its rejection of [BRP]'s Daily Balancing Schedules.

24 Procedure for Nominations submitting Daily Balancing Schedules

~~Nominations of Import and/or Export~~

24.1. Day-Ahead Daily Schedules for External Commercial Trade

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

If the BE-GB Long-Term Nomination Rules apply for the BE-GB Border, without prejudice to the above paragraph, [BRP] shall submit and amend Nominations for Day D with regard to Physical Transmission Rights in its External Commercial Trade Schedule, on the RNP in line with these rules.

In the context of Market Coupling, implicit Day-Ahead External Commercial Trade Schedules shall be submitted by the Shipping Agent for the Border in question. With regard to the BE-GB Border, the Day-Ahead External Commercial Trade Schedules shall be submitted on the Shipping Agent's behalf with respect to the implicit Market Coupling for this Border.

If the daily capacity for Import and Export cannot be allocated through Market Coupling, the Day-Ahead ~~Nominations~~ External Commercial Trade Schedules for Day D with respect to Physical Transmission Rights ~~will~~ shall be submitted to Elia ~~by ARP and may be amended by [BRP]~~ in accordance with Elia's instructions, depending on the daily capacity allocated at the explicit auctions at the relevant Borders, ~~as provided by~~ per 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 At the BE-GB Border, the Day-Ahead External Commercial Trade Schedules with respect to Physical Transmission Rights for this Border allocated at explicit auctions shall, where appropriate, be submitted and may be amended by [BRP] on the RNP in accordance with the BE-GB Day-Ahead Nomination Rules.~~

~~With regard to the Intraday 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 External Commercial Trade Schedules shall be integrated by Elia on behalf of ARP in the ARP into [BRP]'s Balancing Perimeter on [BRP]'s behalf after the Intraday Cross-Zonal Gate closure Closure Time.~~

~~Nominations With regard to the BE-GB Border, the Intraday External Commercial Trade Schedules shall be submitted on the Shipping Agent's behalf with respect to the implicit Market Coupling for this Border.~~

~~At the BE-GB Border, where appropriate and without prejudice to the previous paragraph, the External Commercial Trade Schedules concerning Physical Transmission Rights allocated at explicit auctions in accordance with the BE-GB Intraday Explicit Auction Rules shall be submitted and may be amended by [BRP] on the RNP pursuant to the BE-GB Intraday Nomination Rules.~~

~~Upon conducting an Offshore Operational International Exchange on the BE-GB Border, the Commercial Trade Schedules are submitted on the RNP.~~

~~External Commercial Trade Schedules 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 External Commercial Trade Schedules must contain an Active Power value for each every Hour of the day with regard to the [BRP]'s corresponding Physical Transmission Right of ARP. For. The RNP's rules apply to the BE-GB Border, the rules of the RNP apply.~~

~~ARP [BRP] must state indicate its Counterparty counterparty on the Nomination Form (its Counterparty External Commercial Trade Schedule form (its counterparty being the party submitting the corresponding Nomination External Commercial Trade Schedule to the grid system operator operating running the relevant Scheduling Area). In general, this in question). This party is ARP generally [BRP] itself. In the case event of an International Exchange with the Dutch Scheduling Area, this party must be the Counterparty communicated in advance counterparty previously indicated to the grid system operator operating running the Dutch Scheduling Area, whether this; said counterparty is ARP either [BRP] itself or another Access Balance Responsible Party who that has concluded an Access Responsible Party BRP Contract with the grid system operator operating running the Dutch Scheduling Area and with Elia. The name of the Counterparty on the Nomination form must be the counterparty's unique EIC code¹ of the Counterparty. For must be given as the name of the counterparty on the External Commercial Trade Schedule form. The RNP's rules apply to the BE-GB Border, the rules of the RNP apply.~~

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>.

24.2. Physical Nominations involving Off-take Points or Injection for Access Points and Closed Distribution System Positions Injections/Offtake within a CDS

The process described in this section also applies to ~~Closed Distribution System Positions~~ Physical Nominations for Injections and Offtake for all CDSs connected to the Elia Grid.

Day-Ahead Physical Nominations for Day D ~~relating to access rights~~ concerning an ~~Off-take~~ Offtake Point allocated in accordance with the procedures ~~laid down~~ set out in Article ~~44.1~~ 19 ~~or a Closed Distribution System Position~~ as well as Physical Nominations relating to all Market Access Points which [BRP] is responsible for monitoring within a CDS as per Article 0 must be submitted by [BRP] to Elia by ARP before and may be amended by [BRP] no later than 2.30 p.m. on Day D-1.

Day-Ahead Physical Nominations for Day D relating to access rights ~~concerning~~ for an Injection Point allocated in accordance with the procedures ~~laid down~~ set out in Article ~~44.1~~ 19 must be submitted by [BRP] to Elia by ARP before and may be amended by [BRP] no later than 3 p.m. on Day D-1.

Day-Ahead Physical Nominations for Day D relating to access rights ~~involving~~ for an Injection Point ~~relating to~~ concerning a Generation Unit supplying ~~the~~ Strategic Generation Reserve, allocated in accordance with ~~the~~ procedures ~~laid down~~ set out in Article ~~44.1~~ 19, must be submitted by [BRP] to Elia by ARP before and may be amended by [BRP] no later than 10 a.m. on Day D-1.

Intraday Physical Nominations for Day D relating to access rights for an Injection Point must be submitted to Elia by [BRP] and may be amended by [BRP] between 6 p.m. on Day D-1 and 10.45 p.m. ARP, on Day D 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.~~

Physical Nominations involving ~~Off-take~~ Offtake Points or ~~a Closed Distribution System Position~~ CDS Injections/Offtake must be submitted for each ~~Off-take~~ Offtake Point or for each ~~Closed Distribution System Position~~ CDS Access Point to the Elia Grid to which they are connected, as per the provisions of Article 0, with an accuracy of 0.1 MW.

Physical Nominations ~~involving~~ relating to 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~~ Physical Nominations must contain an Active Power value for each quarter-~~hour~~ Hour of the day with ~~regard~~ respect to the corresponding [BRP] access right of ARP.

24.3. Physical Nominations involving for Distribution Off-take Positions Offtake

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

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

24.4. Nominations relating to Internal Commercial Trade Schedules

Day-Ahead ~~Nominations~~Internal Commercial Trade Schedules for Day D involving Day-Ahead Internal Commercial Trade must be submitted to Elia by ARP[BRP] and may be amended before 2 p.m. on Day D-1.

Intraday ~~Nominations~~Internal Commercial Trade Schedules for Day D involving Intraday Internal Commercial Trade must be submitted to Elia by ARP[BRP] and may be amended before 2 p.m. on Day D+1 and the submission can start after no later than 11 p.m. on Day D-1 ~~at the latest~~.

~~Nominations involving~~ Internal Commercial Trade Schedules must be submitted with an accuracy of 0.1 MW. Day-Ahead ~~Nominations~~Internal Commercial Trade Schedules for Day D relating to Day-Ahead Internal Commercial Trade must generally 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~~The Internal Commercial Trade Schedules~~ must contain an Active Power value for each quarter-~~hour~~Hour of the day. ARP[BRP] must ~~statespecify~~ its Counterparty~~counterparty~~ on the Nomination~~Internal Commercial Trade Schedule~~ form (its Counterparty~~counterparty~~ being Elia ~~or the AccessBalance~~ Responsible Party or Elia with ~~whichwhom~~ the energy is exchanged). ~~The~~ The counterparty's unique EIC code must be given as the name of the Counterparty~~counterparty~~ on the Nomination~~Internal Commercial Trade Schedule~~ form ~~must be the unique EIC code of the Counterparty.~~

Each Nomination~~Internal Commercial Trade Schedule~~ involving an Internal Commercial Trade with another AccessBalance Responsible Party must be confirmed by a corresponding Nomination~~Internal Commercial Trade Schedule~~ submitted by this other AccessBalance Responsible Party. Elia will inform ARP by means of its ~~E-Nominations system~~Elia shall conduct balancing Internal Commercial Trades on Day D-1 for Day-Ahead Internal Commercial ~~Trade~~Trades or ~~on~~ Day D+1 for Intraday Internal Commercial Trade ~~whether or not a Nomination,~~ provided that the Internal Commercial Trade Schedule involving an Internal Commercial Trade ~~has been~~is confirmed by an equivalent Nomination~~Internal Commercial Trade Schedule~~ submitted by the ~~corresponding~~ other AccessBalance Responsible Party in question.

In the event that the two Nominations~~Internal Commercial Trade Schedules~~ for an Internal Commercial Trade ~~are not equal~~differ for one or more quarter-~~hours,~~ Hours, [BRP] may ~~correct~~adjust the Nomination~~Internal Commercial Trade Schedule~~ in question ~~until~~before 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 [BRP]~~ cannot access Elia's E-Nominations system to submit its Internal Commercial Trade Schedule and therefore is not ~~informed~~told whether its Nomination~~Schedule~~ has been confirmed ~~or not~~ by an equivalent Nomination~~Schedule~~ from the corresponding AccessBalance Responsible Party, ARP[BRP] should contact Elia's ~~Energy Scheduling Office~~Customer Services (see Appendix 60 – Contact Information~~details~~ - Submission of Nominations~~Daily Balancing Schedules~~ or ~~see on~~ our website under "Documentation"-'Documentation').

24.5. Physical Nominations involving for an Offshore Interconnector Connection Point

~~The~~The BRP_{O.I.} must submit Physical Nominations for Day D ~~relating to~~for an Offshore Interconnector Connection Point ~~in accordance with Article 12.2.4~~pursuant to Article 23.2.3 and the description in Appendix 9 ~~must be submitted~~ 1.1.1 to Elia by ARP_{O.I.} ~~before~~ 2.30 p.m. on Day D-1, with an accuracy of 0.1 MW.

~~Nomination system~~

25 Nominations involving System for submitting Daily Balancing Schedules

25.1. ~~Internal and External Commercial Trade, Import Schedules and/or Export, Physical Nominations for Off-take/Offtake Points, for Distribution Off-take Positions, Closed Distribution System Off-take Positions/Offtake and Offtake from CDSs connected to the Elia Grid, and anfor Offshore Interconnector Connection Point/Points~~

~~Nominations involving Internal and External Commercial Trade and Import Schedules and/or Export, Physical Nominations for Off-take/Offtake Points, for Total Distribution Off-take Positions/Offtake and for Closed Distribution System Off-take Positions/Total CDS Offtake~~ must be submitted ~~via~~with Elia's E-Nominations system ~~on~~through the Elia website, or can be consulted by ~~ARP via Elia's [BRP] with the Elia~~ E-Nominations system on the Elia website i) in case of ~~integration/incorporation~~ by Elia ~~into~~ its Balancing Perimeter on ~~[BRP]'s~~ 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/[BRP]'s External Commercial Trade Schedules~~ must be submitted ~~via~~on the RNP and not directly ~~via~~with the E-Nominations system. However, ~~ARP/[BRP]~~ can consult these ~~Import and/or Export Nominations via External Commercial Trade Schedules through~~ Elia's E-Nominations system on the Elia website.

~~To be able to enter Nominations at the BE-GB Border, ARP/[BRP]~~ must have concluded a Nomination Participation Agreement- ~~to be able to submit External Commercial Trade Schedules at the BE-GB Border.~~

If the RNP ~~nominations submission~~ system is unavailable, Elia reserves the right, in consultation with the RNP Operator, to designate another ~~nominations submission~~ system for ~~Nominations/External Commercial Trade Schedules~~ at the BE-GB Border. ~~In such a, in which case,~~ Elia undertakes to communicate in good time ~~about~~on the applicable ~~nominations/External Commercial Trade Schedule~~ procedures, which may deviate from the principles laid down in this ~~BRP~~ Contract if necessary.

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

The ~~Access/Balance~~ 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- ~~for the abuse or misuse of this user ID.~~ The ~~Access/Balance~~ Responsible Parties shall indemnify Elia for any loss, ~~charges,~~ costs and damages incurred ~~resulting from the as a result of~~ 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 temporarily render unavailable~~ Elia's ~~balancing~~ 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/Intraday Cross-Zonal Gate Closure Times.~~ In this case, Elia ~~will~~shall not take into account any ~~[BRP] Intraday Import and/or Export Nominations by ARP/External Commercial Trade Schedules~~ relating to the ~~Gate/Intraday Cross-Zonal Gate Closure Time(s)~~ concerned.

~~The~~No compensation shall be due in connection with the cancellation of ~~such Gates shall not give entitlement to any compensation~~ these Intraday Cross-Zonal Gate Closure Times.

~~For~~ Please contact Elia's Customer Services (see 0 or consult our website under 'Documentation') for information about ~~the Elia~~ Elia's E-Nominations system and ~~how to 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").it.

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

~~Receipt~~ Elia's receipt of ~~Nominations~~ the Daily Schedule submitted to Elia by ARP [BRP] is not guaranteed. ~~ARP must check on Elia's~~ [BRP] shall be required to verify through via the Elia E-Nominations system ~~to see~~ whether the ~~Nomination~~ Daily Balancing Schedule submitted by ARP [BRP] has been safely received by Elia.

25.2. **Physical Nominations involving for Injection Points**

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

26 **Complete or partial refusal of Nominations rejection of Daily Balancing Schedules** on Day D-1 and complete or partial suspension of **Nominations Daily Balancing Schedules** on Day D

26.1. **Complete or partial refusal of Nominations rejection of Daily Balancing Schedules** on Day D-1

26.1.1. Principle

~~In accordance with Article 217(1), paragraph 1 of the Grid Code for Transmission,~~ Elia is ~~entitled~~ authorised to refuse to implement on Day D-1 ~~to fully~~ all or partially refuse to carry out the ~~Nominations~~ part of a Daily Balancing Schedule for Day D if ~~such Nominations threatens~~ said Daily Balancing Schedule ~~jeopardises~~ the balance of the load-frequency control area, or ~~endanger~~ the safety/security, reliability or efficiency of the Elia Grid. Such situations are detailed in Article 26.3.

26.1.2. Notification procedure

Elia ~~will inform ARP~~ shall notify [BRP], as quickly as possible and by email, of its ~~reasoned~~ decision ~~for fully~~ to refuse to implement all or partially ~~refusing to carry out the~~ Nominations part of a Daily Balancing Schedule for Day D, ~~by email as soon as possible,~~ and the reasons behind this decision. This notification ~~will~~ shall be ~~sent~~ issued to ARP's ~~the~~ [BRP] point of contact ~~point laid down~~ specified in Appendix 6 to the 0 of the BRP Contract, for which 24-Hour-a-day accessibility ~~who~~ must be ~~guaranteed~~ available 24 hours a day.

26.2. **Complete or partial suspension of Nominations Daily Balancing Schedules** on Day D

26.2.1. Principle

~~In accordance with Article 217(1), paragraph 2 of the Grid Code for Transmission,~~ Elia is ~~entitled~~ authorised to suspend on Day D ~~to fully~~ all or partially suspend the ~~Nominations~~ part of a Daily Balancing Schedule for Day D if ~~these Nominations threatens~~ said Daily Balancing Schedule ~~jeopardises~~ the balance of the load-frequency control area, or ~~endanger~~ the safety/security, reliability or efficiency of the Elia Grid. Such situations are detailed in Article 26.3.

26.2.2. Notification procedure

Elia will inform ARP of its reasoned decision for fully or partially suspending the Nominations for Day D, shall notify [BRP], by email at least and no later than fifteen (15) minutes before prior to the suspension comes into effect becoming effective, of its decision to suspend all or part of a Daily Balancing Schedule for Day D and the reasons behind this decision. This notification will shall be sent issued to ARP's the [BRP] point of contact point laid down in Appendix 6 to the specified in 0 of the BRP Contract, for which 24 Hour a day accessibility who must be guaranteed available 24 hours a day.

26.3. Situations referred to in Articles 26.1 and 26.2

The situations that may result in the complete or partial rejection or suspension of Daily Balancing Schedules are listed below. Depending on the circumstances, these situations may cause [BRP] to amend its commercial trade schedule or prevent [BRP] from implementing all or part of its Daily Balancing Schedule. Where appropriate and if provided for in the applicable rules, a financial settlement may be involved.

- When Day-Ahead and Intraday Physical Nominations submitted for the Injection Point(s) of the Generation Units supplying the Strategic Generation Reserve are not equal to zero (0) MW for every quarter-Hour, in accordance with the provisions laid down in Article **Error! Reference source not found.** and 19.1 and the operational and technical terms and conditions of the CIPU Contract.
- In the event of such external inconsistencies as set out in Articles 23.3.3, 23.3.4, 23.3.5 and 23.3.6 and in accordance with the operational and financial terms and conditions set out in these articles.
- To prevent grid congestion and in accordance with the operational and financial terms and conditions of the CIPU Contract.
- In the event of a reduction in inter-zonal exchange capacity in accordance with the applicable operational and financial terms and conditions (in particular, where appropriate and applicable, the provisions of the EU CACM and FCA Guidelines).
- Any other exceptional situation that jeopardises the safety, reliability and efficiency of the grid. In this case, Elia shall notify both [BRP] and CREG.

26.3-26.4. Procedure for amendments proposed by ~~ARP~~BRP in relation to Band Supplies

In the specific case of the reduction by Elia, in accordance with Articles ~~13.1~~26.1 and/or ~~13.2~~26.2, of a [BRP] External Commercial Trade Schedule for an Import for Day D by ARP, and in a case where ARP if [BRP] is the ~~Access~~Balance Responsible Party responsible for the Band Supply at one or more Access Points, ~~ARP is [BRP] shall be~~ authorised to ~~propose the amendment of suggest amending~~ one or more Physical Nominations that have already been accepted by Elia for Day D ~~relating to the and concern~~ Band Supply, provided that the following conditions are fulfilled met:

- a) ARP [BRP] informs Elia of its proposal to amend a Physical Nomination in accordance with ~~Appendix 6 to the 0 to the BRP~~ Contract, and before 2 p.m. on Day D+1;
- b) the proposed Physical Nomination amendments must be in accordance comply with the provisions of Article ~~12.2.1 of the~~**Error! Reference source not found.** of the BRP Contract (except as regards the deadline for submitting Physical Nominations);

- c) the amendment request is confirmed by the Elia Grid User at the Access Point concerned ~~by~~within the same deadline indicated in point a);).

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

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

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

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

Elia ~~will assess~~shall evaluate the proposed Physical Nomination amendments in accordance with the principles specified above and in Article ~~12.3~~23.3 of the BRP Contract. Elia ~~will~~shall inform ARP~~[BRP]~~ as soon as possible of its ~~reasoned~~ decision to accept or refuse amendments-Acceptance and shall outline the reasons behind this decision. Elia's acceptance or refusal by Elia—rejection of such Physical Nomination amendments is based on a test of "~~reasonableness~~"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~~[BRP]'s~~ obligations under the BRP Contract.

Notwithstanding the proposed Physical Nomination amendments, Elia reserves the right to suspend, fully or partially, the Physical Nominations for Day D in accordance with Article ~~247(26.1).~~1 of the BRP Contract and the Federal Grid Code ~~for Transmission~~.

These new Physical Nominations, if accepted by ~~Elia—accepts them~~, will replace the Physical Nominations submitted in accordance with Article ~~12.2.1 of the~~**Error! Reference source not found.** of the BRP Contract.

27 Transmission rights for Import and Export

27.1. ~~Long-term~~ **Term** Transmission Rights for Import and Export

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

The conditions governing these auctions for the BE-GB Border are, where appropriate and without prejudice to the above paragraph, set out in the Rules governing BE-GB Long-Term Explicit Auctions as published on the auction platform's website.

Depending on the product indicated in the auction specifications, this may be a right which:

- either does not allow 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 difference in price between the Bidding Zone operated by Elia and another Bidding Zone, set by Market Coupling;
- or offers the possibility of an International Exchange of Active Power for the BE-GB Border, linked to a Physical Transmission Right for which a Nomination must be submitted on the RNP in accordance with the Nomination rules in force for the BE-GB Border.

27.2. ~~Daily capacities~~ **capacity** 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~~ **Balance** Responsible Parties registered in accordance with the aforementioned Shadow Allocation Rules will be notified when such explicit auctions are to be held.

With regard to the BE-GB Border, daily capacity available for Import and Export may, where appropriate and without prejudice to the preceding paragraph, be obtained by means of explicit auction pursuant to the Rules governing BE-GB Day-Ahead Explicit Auctions as published on the auction platform's website.

27.3. ~~Intraday capacities~~ **capacity** for Import and Export

27.3.1. *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~~ **on** 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.

27.3.2. *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~~ **on** the Border between the Scheduling Area operated by Elia and another Scheduling Area ~~are allocated through an~~ may be obtained by [BRP] by means of explicit allocations launched by a fall-~~back~~ allocation procedure 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.

27.3.3 Intraday capacities for Import and Export for the BE-GB Border allocated through explicit allocation

The Physical Transmission Rights for Import and Export on an intraday basis for the BE-GB Border may be allocated, where appropriate and without prejudice to the preceding paragraphs, by explicit auction in accordance with the Rules governing BE-GB Intraday Explicit Auctions, as published on the auction platform's website.

~~Section XIII:~~Section XIV: Regulating imbalances

28 Tariffs

28.1. General

The Tariffs applicable to ~~ARP~~BRP 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~~BRP 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.

28.2. Tariff principles applicable to ~~ARPs~~BRPs

The Tariff principles for maintaining and restoring the individual balance of ~~Access~~Balance Responsible Parties and for external ~~consistency that are~~inconsistencies applicable to ~~ARP~~BRP are described in ~~Appendix 8 to Article~~ 29 of this BRP Contract. Elia shall draw up the corresponding invoice(s) or credit note(s) on the basis of the applicable Tariffs.

28.3. VAT

The applicable Tariffs pursuant to Article ~~16~~28 are net amounts, to which VAT is to be added. These amounts are payable by ~~ARP~~BRP to Elia.

28.4. Application of the Tariff for ~~Imbalance~~Imbalances

~~ARP~~BRP acknowledges that ~~parts~~some of the data ~~required for establishing the~~needed to calculate an Imbalance, more specifically the data relating to the Distribution ~~Off-take Positions~~Allocations and the ~~Closed Distribution System Positions~~CDS Allocations, must be provided to Elia by the ~~distribution system relevant~~ Public Distribution System operator(s) ~~in question other than Elia~~ or by the ~~Closed Distribution System~~CDS 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~~Allocations on account of the distribution system operators mentioned above or to incorrect data regarding ~~Closed Distribution Systems~~CDS Allocations coming from the ~~Closed Distribution System~~CDS Operator(s) mentioned above.

~~Drawn up in Brussels in two originals, of which each Party concerned acknowledges having received one.~~

29 Tariff structure and invoicing process

29.1. Tariff principles

The Tariffs applicable to AccessBalance 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 AccessBalance 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).

29.1.1. Tariff for maintaining and restoring the individual balance of AccessBalance Responsible Parties

The Tariff for maintaining and restoring the individual balance of AccessBalance Responsible Parties is invoiced to the AccessBalance Responsible Party if an Imbalance, as described in Article 20, is observed 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 AccessBalance Responsible Parties is calculated by means of the Imbalance mechanism in force.

29.1.2. Tariff for external inconsistency

Half of the amount of the Tariff for external inconsistency is invoiced to each of the two AccessBalance Responsible Parties involved in the respective relevant inconsistency, when Elia has received a NominationDaily Balancing Schedule from each of the AccessBalance Responsible Parties.

~~In the case where an Access Responsible Party submits~~ If a NominationBalance Responsible Party submits a Daily Balancing Schedule to Elia, while its Counterparty does not, the price applies to the quantities indicated in this AccessBalance Responsible Party's NominationDaily Balancing Schedule and the amount for external inconsistency is entirely invoiced to this AccessBalance Responsible Party.

~~In the case where an Access~~ If a Balance Responsible Party submits a NominationDaily Balancing Schedule to Elia, while its Counterparty is a CCP, the price applies to the quantities indicated in this AccessBalance Responsible Party's NominationDaily Balancing Schedule and the amount for external inconsistency is entirely invoiced to this AccessBalance Responsible Party. This rule also applies in the event of inconsistency in the NominationsDaily Balancing Schedules 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 up or down~~.

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

29.2. Invoicing principles

29.2.1. Imbalance ~~bill~~ invoice

a)(a) Initial invoice

In accordance with Articles ~~10, 11.6, 12.3.3, 12.3.50,~~ 19.7, 23.3.3, 23.3.5 and ~~12.3.6~~23.3.6 of the BRP Contract, Elia shall define, as appropriate, an initial accountsettlement of the Imbalances of ARP[BRP] for each quarter-~~hour~~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[BRP]'s Distribution Off-take PositionsAllocations from the distribution system operators;
- all the necessary data relating to ARP's Closed Distribution System Positions[BRP]'s CDS Allocations from the Closed Distribution SystemCDS Operators.

In case of pooling between several AccessBalance Responsible Parties, the invoice is sent to the Head of the Pool, ~~according to~~ in accordance with Article ~~19.22.~~

b)(b) Adjustment

Adjustment relates to the final accountsettlement and is only possible once the data regarding ~~the~~ Distribution Off-take PositionsAllocations and/or ~~of the Closed Distribution System PositionsCDS Allocations~~ received from the distribution system operators and the Closed Distribution SystemCDS Operators, as well as the Balancing Servicesdata on balancing services activation data, are ~~final~~considered definite in accordance with the processes in place.

~~The invoice is~~ Invoices are sent out according to an annual cycle. ~~Following the expiry of~~Once this adjustment, ~~ARP's expires,~~ [BRP]'s Imbalances are final.

In case of pooling between several AccessBalance Responsible Parties, the invoice is sent to the Head of the Pool, according to Article ~~19.22.~~

c)(c) 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 AppendixArticle.

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

[•][•]

David Zenner

[•][•]

Manager Customer Relations-Manager

[•]

DateOn:

DateOn:

[•][•];[•][•], represented by:

[•][•]

[•][•]

[•]

[•]

Date:[•][•]

Date:[•][•]

[•]

[•]

On:

On:

|

Appendices

Appendix 1: Standard bank guarantee form associated with the BRP Contract [•]

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

~~Features of our~~ Our payment guarantee: ~~< [•] >~~ references: [•] (to be ~~completed~~ filled in by the bank) (to be ~~stated~~ mentioned in all ~~your~~ correspondence)).

Our client ~~[•] [•]~~ informs us that on ~~[•] [•]~~ (date ~~ARPBRP~~ BRP Contract was signed by the client) it entered into ~~an Accessa Balance~~ Responsible Party Contract with the reference ~~[•] [•]~~ with you in relation to access responsibilities ~~in connection with relating to~~ access to the Elia Grid.

The terms of this contract provide for the ~~issuing~~ issue of an irrevocable bank guarantee payable at first demand ~~infor~~ the amount of ~~[•] [•]~~ (Euro and amount in figures and words) in order to secure ~~the our client's~~ our 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~~) upon a simple request on your ~~first demand part~~ and ~~without~~ being ~~able~~ unable to dispute the grounds for such payment.

This guarantee comes into effect ~~from today~~ immediately.

To be valid, any invoking of this guarantee must meet the following requirements:

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 request letter ~~of demand~~ are ~~validly~~ properly binding on you.

- ~~—~~ must reach Reach us ~~at the latest on [•]~~ (expiry by [•] (date ~~of on which~~ the guarantee expires); and
- ~~—~~ must be Be accompanied by your written statement to the effect that ~~[•] [•]~~ has not ~~complied with~~ fulfilled its obligations ~~arising from under~~ this ARPBRP Contract and has not made ~~its payments, the payment(s) concerned~~ despite the fact that you, as the supplier, have provided the services ~~in accordance with the required under this~~ Contract; and
- ~~—~~ must be Be accompanied by a copy of the unpaid invoice(s) and a copy of your letter of ~~default~~ formal notice.

If ~~the guarantee~~ is not invoked in accordance with the conditions stated above or unless ~~the grant of a guarantee is an extension is granted as~~ 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~~ are competent to rule on any dispute in relation to this guarantee.

Appendix 2: Contact Information details

~~Except where Unless~~ expressly stated otherwise, all notifications and requests ~~needed and mentioned or~~ required ~~in accordance with under~~ the BRP Contract, ~~shall are to~~ be ~~deemed duly given if and when they~~ are made or sent in a suitable manner, either by telephone, email or registered letter, ~~whether (with or~~ not without acknowledgement of receipt, ~~carriage prepaid, postage paid~~) to the following ~~address addresses~~, which may ~~be subject to~~ change:—.

For ~~AR~~BRP:

GLN~~_~~code: [•]

EIC~~_~~code: [•]

Contact details Points of contact for contractual relations:

<u>Contact person</u> <u>Point of contact 1 for contractual relations</u>¹	
Language ² :	[•]
Title:	[•]
First name: <u>(s)</u> :	[•]
Surname:	[•]
Function <u>Role</u> :	[•]
Address ³ :	[•] [•]
Tel.:	[•]
Tel. (Mobile) ;	[•]
E-mail <u>Email</u> :	[•]

<u>Contact person</u> <u>Point of contact 2 for contractual relations</u>	
Language² ; <u>Language²</u> :	[•]
Title:	[•]
First name: <u>(s)</u> :	[•]
Surname:	[•]
Function <u>Role</u> :	[•]
Address³ ; <u>Address³</u> :	[•] [•]
Tel.:	[•]

1 The telephone number (~~Mobile~~mobile if no ~~fixed line is provided~~landline specified) and ~~e-mail~~the email address of the first point of contact person are ~~published~~given in the list of AccessBalance Responsible Parties on ~~Elia's~~the Elia website.

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

3 ~~For the~~Postal address is mandatory for those points of contact person for contractual relations, ~~a postal address must~~ be provided.

Tel. (Mobile):	[•]
E-mail Email:	[•]

Contact details for Nominations

Contact persons-Points of contact for Daily Balancing Schedules

Points of contact/departments that ~~will~~who receive ~~e-mail~~email notifications regarding ~~nominations~~Physical Nominations and submissions of Internal/External Commercial Trade Schedules during ~~business~~office hours (preferably ~~4one~~ department, or otherwise ~~a maximum of 5max. five~~ departments or ~~persons~~people).

Contact person / DepartmentPoint of contact/department 1 for e-mailemail notifications relating to Nominationsconcerning <u>Daily Balancing Schedules</u>	
Language ¹ :	[•]
Title:	[•]
First name: <u>(s)</u> :	[•]
Surname (or department <u>name</u>):	[•]
E-mail Email:	[•]

Contact person / DepartmentPoint of contact/department 2 for e-mailemail notifications relating to Nominationsconcerning <u>Daily Balancing Schedules</u>	
Language¹: 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: <u>(s)</u> :	[•]
Surname (or department <u>name</u>):	[•]
E-mail: Tel.:	[•]

Contact person / Department 4Point of contact/department 3 for e-mailemail notifications relating to Nominationsconcerning <u>Daily Balancing Schedules</u>	
Language¹: 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: <u>(s)</u> :	[•]

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

Surname (or department <u>name</u>):	[•]
<u>E-mail</u> : <u>Tel.:</u>	[•]

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

<u>Contact person / Department 1 for telephone contacts relating to Nominations Point of contact/department 4 for email notifications concerning <i>Daily Balancing Schedules</i></u>	
Language ^{4,1} :	[•]
Title:	[•]
First name:	[•]
Surname (or department):	[•]
Tel.:	[•]
Tel. (Mobile):	[•]

<u>Contact person / Department 1 for telephone contacts relating to Nominations</u>	
Language ⁴ :	[•]
Title:	[•]
First name:(s):	[•]
Surname (or department <u>name</u>):	[•]
<u>Tel.:</u>	[•]

<u>Point of contact/department 5 for email notifications concerning <i>Daily Balancing Schedules</i></u>	
Language ¹ :	[•]
Title:	[•]
First name(s):	[•]
Surname (or department name):	[•]
<u>Tel.:</u>	[•]

~~Points of contact/departments to contact by telephone during office hours (preferably one department, otherwise max. five departments or people).~~

<u>Point of contact/department 1 to contact by telephone concerning <i>Daily Balancing Schedules</i></u>	
Language ² :	[•]
Title:	[•]
First name(s):	[•]
Surname (or department name):	[•]
Tel.:	[•]
Tel. (Mobile):	[•]

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

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

Contact person / Department 1 for telephone contacts relating to Nominations Point of contact/department 2 to contact by telephone concerning *Daily Balancing Schedules*

Language¹: <u>Language²:</u>	[•]
Title:	[•]
First name: (s):	[•]
Surname (or department <u>name</u>):	[•]
<u>Tel.:</u>	[•]
<u>Mobile:</u>	[•]

Point of contact/department 3 to contact by telephone concerning *Daily Balancing Schedules*

<u>Language²:</u>	[•]
<u>Title:</u>	[•]
<u>First name(s):</u>	[•]
<u>Surname (or department name):</u>	[•]
<u>Tel.:</u>	[•]
Tel. (<u>Mobile):</u>	[•]

Contact person / Department 1 for telephone contacts relating to Nominations Point of contact/department 4 to contact by telephone concerning *Daily Balancing Schedules*

Language¹: <u>Language²:</u>	[•]
Title:	[•]
First name: (s):	[•]
Surname (or department <u>name</u>):	[•]
<u>Tel.:</u>	[•]
Tel. (<u>Mobile):</u>	[•]

Contact person / Department 1 for telephone contacts relating to Nominations Point of contact/department 5 to contact by telephone concerning *Daily Balancing Schedules*

Language¹: <u>Language²:</u>	[•]
Title:	[•]
First name: (s):	[•]
Surname (or department <u>name</u>):	[•]
<u>Tel.:</u>	[•]
Tel. (<u>Mobile):</u>	[•]

Contact details

Points of contact available 24 hours a day ~~for nominations concerning~~ Daily Balancing Schedules

~~(with possessing sufficient knowledge of the specifications and the conditions governing relating to Physical Nominations; and Internal/External Commercial Trade Schedules, preferably one department, or otherwise a maximum of 5 max. five departments or persons/people)~~

Contact person / Department <u>Point of contact/department 1 -available 24 hours a day available for Nominations concerning Daily Balancing Schedules</u>	
Language ¹ :	[•]
Title:	[•]
First name: <u>(s)</u> :	[•]
Surname (or department <u>name</u>):	[•]
Tel.:	[•]
Tel. (<u>Mobile</u>):	[•]
E-mail <u>Email</u> :	[•]

Contact person / Department <u>Point of contact/department 2 -available 24 hours a day available for Nominations concerning Daily Balancing Schedules</u>	
Language ¹ : <u>Language</u> ¹ :	[•]
Title:	[•]
First name: <u>(s)</u> :	[•]
Surname (or department <u>name</u>):	[•]
Tel.:	[•]
Tel. (<u>Mobile</u>):	[•]
E-mail <u>Email</u> :	[•]

Contact person / Department <u>Point of contact/department 3 -available 24 hours a day available for Nominations concerning Daily Balancing Schedules</u>	
Language ¹ : <u>Language</u> ¹ :	[•]
Title:	[•]
First name: <u>(s)</u> :	[•]
Surname (or department <u>name</u>):	[•]
Tel.:	[•]
Tel. (<u>Mobile</u>):	[•]
E-mail <u>Email</u> :	[•]

Contact person / Department <u>Point of contact/department 4 -available 24 hours a day available for Nominations concerning Daily Balancing Schedules</u>	
Language ¹ : <u>Language</u> ¹ :	[•]
Title:	[•]
First name: <u>(s)</u> :	[•]
Surname (or department <u>name</u>):	[•]
Tel.:	[•]

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

Tel. (Mobile):	[•]
E-mail Email:	[•]

~~Contact person / Department~~ Point of contact/department 5 -available 24 hours a day available for Nominations concerning Daily Balancing Schedules

Language ¹ : Language ¹ :	[•]
Title:	[•]
First name: (s) :	[•]
Surname (or department <u>name</u>):	[•]
Tel.:	[•]
Tel. (Mobile):	[•]
E-mail Email:	[•]

Contact details Points of contact for Metering and Measurements

~~Contact person / Department~~ Point of contact/department for Metering and Measurements

Language ¹ :	[•]
Title:	[•]
First name: (s) :	[•]
Surname (or department <u>name</u>):	[•]
Tel.:	[•]
Tel. (Mobile):	[•]
E-mail Email:	[•]

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

| Contact details

Points of contact for invoicing¹:

1. Company to be invoiced

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

~~2. Address to which to send the invoices~~

2. Invoice address

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

3. ~~Contact person / Accounting Department~~ Point of contact/department

<u>Contact person / Accounting Department</u> <u>Point of contact/department for Metering and Measurements</u>	
Language 2 :	[•]
Title:	[•]
First name: (s) :	[•]
Surname (or department <u>name</u>):	[•]
Tel.:	[•]
Tel. (Mobile): :	[•]
E-mail <u>Email</u> :	[•]

4. Electronic invoicing

~~Approval by ARP~~ [BRP] consents to receive ~~any invoice or all invoices and~~ credit ~~notes~~ notes relating to ~~the~~ this Contract by in electronic ~~mail~~ format.

~~E-mail~~ Email address ~~for~~ to which to send electronic ~~invoicing~~ invoices³: [•]

1 The ~~data~~ information in the grey cells above will ~~be mentioned~~ appear on the invoice. The other ~~data are~~ information is required to ~~correctly process the~~ properly manage company and contact details ~~in~~ our databases.

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

3 By providing ~~the e-mail~~ an email address for electronic invoicing, ~~ARP agrees to send all invoices~~ [BRP] gives its consent for the issue of any invoice or credit ~~notes~~ note relating to ~~the~~ this Contract by ~~electronic mail~~ email to the company to be invoiced. Elia ~~will~~ shall then send an electronic invoicing request form to be ~~filled in~~ completed by the invoiced company. Elia ~~will use~~ shall introduce electronic invoicing as ~~soon~~ quickly as possible ~~after~~ following receipt of this completed and signed form.

This ~~e-mail~~ email address may ~~not only~~ be used ~~in any context other than~~ for electronic invoicing.

Date: ~~ARP's Signature~~BRP signature

For Elia:

For all contractual aspects questions concerning the BRP Contract:

[•][•]

[•]

Boulevard de ~~l'Empereur~~Empereur 20 Keizerslaan

~~B-~~1000 Brussels—Belgium

Tel.: [•]

Email: [•]

~~or~~Or

~~Email of Customer Service: CS@elia.be~~Services email address

For ~~Day-Ahead Nominations and Intraday Nominations relating to all~~ Internal Commercial Trade Schedules relating to Intraday Internal Commercial Trade:

Energy Scheduling Office

Tel.: +32 (0)2 382 21 33 (if ~~there is no reply~~answer, call: +32 (0)2 382 22 97)

Email: ~~dngri~~access@elia.be ~~dngri~~access@elia.be

For ~~Intraday~~Physical Nominations ~~except for Intraday Nominations~~and Intraday Commercial Trade Schedules, excluding Internal Commercial Trade Schedules relating to Intraday Internal Commercial Trade-:

~~National~~Dispatching ~~National~~

Tel.: +32 (0)2 382 23 97

Email: ~~dis~~patching@elia.be ~~dis~~patching@elia.be

Submission~~For the submission of Nominations involving Internal Commercial Trade, Import and/ Schedules, External Commercial Trade Schedules or Export or Off take~~Physical Nominations at Offtake Points:

All Physical Nominations ~~sent~~ Commercial Trade Schedules transmitted by the E-Nominations system must be submitted via the following URL addresses:

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

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

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

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

Submission

For the submission of amendments to Physical Nominations relating to Band Supplies:

Energy Scheduling Office

Tel.: +32 (0)2 382 21 33 (if there is no reply, call: +32 (0)2 382 22 97)

Email: dngriaccess@elia.be

Submission For the submission of Physical Nominations involving relating to Injection Points:

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

On-line Online operation (Day D): National Dispatching National:

Tel.: +32 (0)2 382 23 97 (if there is no reply, call: +32 (0)2 382 22 97)

Email: dispatching@elia.be

Invoices:

Invoicing

Settlement Services

Boulevard de ~~l'Empereur~~ Empereur 20 Keizerslaan

B-1000 Brussels — Belgium

Tel.: +32 (0)2 546 74 74

Email: Settlement.Services@elia.be

For all ~~matters relating to~~ questions regarding Metering and Measurements:

Metering Services

Boulevard de ~~l'Empereur~~ Empereur 20 Keizerslaan

B-1000 Brussels — Belgium

Tel.: +32 (0)2 546 74 11

Email: Metering.services@elia.be Metering.Services@elia.be

Appendix 3: Pooling Agreement

The Pooling Agreement referred to in Article 1922 of the BRP Contract must be ~~notified~~passed on to Elia at the address stated in Appendix 60 to the BRP Contract (for the attention of the point of contact person for contractual relations) and, in order 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 properly entered by the parties entering into the Pooling Agreement):

Pooling Agreement

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

**** (B = name and details of the AccessBalance 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 AccessBalance Responsible Parties, hereby declare to Elia that we will abide by the terms of our respective AccessBalance 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 BRP 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 AccessBalance Responsible Party Contracts give priority to our obligations as per the aforementioned AccessBalance 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 AccessBalance 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 4: Provisions concerning ~~AccessBalance~~ Responsible PartyParties associated with an Offshore Interconnector (~~ARP_oBRP_{o,i}~~)

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

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

~~An ARP_oA BRP_{o,i}~~ is allocated, with respect to its Offshore Interconnector Connection Point, an Injection or ~~Off-take~~Offtake 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~~External Commercial Trade Schedules at the ~~relevant~~ Border ~~of concerned by~~ the Offshore Interconnector, taking into account the loss factor of ~~the said~~ Offshore Interconnector. This net result consists of:
 - the Day-Ahead and Intraday ~~Import and Export Nominations~~External Commercial Trade Schedules of the ~~AccessBalance~~ Responsible Parties ~~at on~~ the Offshore Interconnector; and
 - ~~the when applicable,~~ Offshore Operational International Exchanges, ~~where applicable.~~

2. ~~2.~~ Conditions applying to the Nominations of ~~an ARP_oa BRP_{o,i}~~

As set out in Article 23.2.3, ~~an ARP_oa BRP_{o,i}~~ must submit a ~~Nomination~~Daily Balancing Schedule to Elia on Day D-1 for each quarter-~~hour~~Hour of Day D for its Offshore Interconnector Connection Point. This ~~Nomination~~Daily Balancing Schedule must correspond to the best estimate of the difference, for each quarter-~~hour~~Hour, between:

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

The ~~Nominations~~Daily Balancing Schedules on Day D-1 for an Offshore Interconnector Connection Point are, by default, equal to zero (0) for each quarter-~~hour~~Hour, unless otherwise indicated to Elia by the ~~ARP_oBRP_{o,i}~~ on Day D-1.

~~Nominations by an ARP_o~~Daily Balancing Schedules executed by a BRP_{o,i} may only be made in an operational context, and not for ~~arbitrage~~arbitration purposes. Both Elia and CREG are entitled at any time to ask the ~~ARP_oBRP_{o,i}~~ to explain the origin and purpose of its ~~Nominations~~Daily Balancing Schedules.

Appendix 5: Notification sent to ARP[BRP] in connection with the context of an activation of non-CIPU¹⁷ Technical Units in ARP's within the [BRP] Balancing Perimeter¹⁸

This ~~appendix~~ Appendix describes ~~in its entirety~~ the full process ~~of the notification for sending notifications~~ to ARP[BRP] in the context of an activation, as described in ~~Art. 11.8.2~~ Articles 19.8.2 and ~~11.8.3~~ 19.8.3, from non-CIPU Technical units in ARP's [BRP]'s Balancing Perimeter. In the case of such an activation¹⁹, Elia shall ~~give ARP~~ provide [BRP] with information regarding the activated volume in ARP's [BRP]'s Balancing Perimeter. This information is based on the data communicated by the FSP to Elia.

1. ~~1.~~ First notification to ARP:[BRP]

~~A~~The first notification is sent to ARP[BRP] during ~~fifteen (15) minutes before~~ the quarter-Hour preceding the start of the activation period and at the latest three (3) minutes ~~before~~ prior to the start of the activation. This ~~first~~ notification ~~corresponds~~ is equal to an estimate calculated by Elia of the maximum volume that ~~can~~ could be activated in within the ARP's [BRP] Balancing Perimeter for ~~each~~ every quarter ~~of an hour of~~ Hour in 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 unit (located in ARP's within the [BRP] Balancing Perimeter.).

2. ~~2.~~ Second notification to ARP:[BRP]

A second notification is sent to ARP[BRP] as soon as Elia is informed that the FSP has ~~received an acceptance message from the FSP related to~~ accepted the activation request ~~offer~~ for the ~~relevant~~ bid in question or, in the case of SDR, the ~~relevant~~ SDR unit in question. The FSP ~~sends it~~ shall send this acceptance message at the earliest:

- Upon upon receipt by the FSP of the activation acceptance request sent by Elia (in the case of a Balancing Service, of balancing services), or
- From from the start of the quarter ~~hour~~ Hour preceding the start of the Effective Delivery (in the case of SDR).

In ~~all cases~~ any event, the FSP ~~sends it~~ shall send this acceptance message at the latest within three (3) minutes ~~after the start~~ of the activation period starting. With this notification, Elia ~~announces to ARP~~ informs [BRP] that an activation is taking place in within its Balancing Perimeter. The volume communicated to ARP ~~is~~ [BRP] corresponds to the total volume activated by ~~the~~ FSP in ARP's within its Balancing Perimeter and is equal to the sum of activated the volumes for each activated per Delivery Point in within 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 ~~above mentioned acceptance.~~ above mentioned acceptance message at the latest three minutes after the start of the activation.

This notification is sent by email (point of contact available 24 Hour hours a day in accordance with Appendix 6 to this as per 0 of the BRP Contract).

~~If~~ Should the FSP ~~does~~ not send ~~an~~ a message announcing its acceptance of the activation request, the FSP is ~~considered~~ deemed not to have executed the activation and no notification is sent to ARP ~~[BRP]~~.

3. ~~3.~~ Third notification to ARPBRP

¹⁷ For those market situations defined in sections 8.1 and 8.2 of the Transfer of Energy Rules.

¹⁸ For market situations as referenced in points 8.1 and 8.2 of the Rules governing Transfers of Energy.

A third notification ~~to ARP takes place from the moment~~ is sent to [BRP] as soon as Elia receives a confirmation of activation 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 to [BRP] the total volume that has been activated in ARP's Balancing Perimeter. The information ~~communicated~~ passed on to ARP [BRP] is based on the distribution of the Ordered/Requested Volume across the different Delivery Points, as communicated by the FSP to Elia ~~in its abovementioned confirmation~~.

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

This notification is sent by email (point of contact available 24 Hours hours a day ~~in accordance with Appendix 6 to this~~ as per 0 of the BRP Contract).

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



