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General Terms and Conditions of Business of the Balancing Operator

(V 0.1)

for the Market Area East (*Marketgebiet Ost*)

(T&C BO)



Document Management

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1 General

1.1 Object

1) These General Terms and Conditions of Business of the Balancing Operator (T&C - BO) govern the rights and obligations of the Balancing Operator (BO) and its contractual partners (hereinafter: contractual parties) for the purpose of

the administration of the balance groups in the Market Area East with respect to organization, clearing and settlement; these include but are not limited to

- Risk management
- Assessment of creditworthiness
- Billing and settlement of payments
- Switching of utility using the switching platform and self-storage
- Issuance of biomethane certificates pursuant to the Green Electricity Act §21 (1)

the calculation, allocation and billing of imbalance energy; these include but are not limited to

- Price determination for imbalance energy
- Auction mechanisms of the merit order lists MOL and FLEX-MOL
- Auction mechanisms for tenders for services for securing supply security
- Settlement and clearing of emergency volumes for EU member states

and the execution of contracts on the basis of §§ 85 et seq of the federal act enacting the new regulations for the natural gas sector (Natural Gas Act 2011 - GWG 2011), Federal Law Gazette I No 107/2011, and the implementing regulations issued by the management board of E-Control Austria regarding the regulations applicable to the gas market model (Gas Market Model Regulation (Austria) 2020, as amended, hereinafter GMM RE), the Utility Switching Regulation and the Expansion of Renewable Energy Act for the issuance of biomethane certificates. All references to the legal provisions in these T&C BO are understood to refer to the respective valid versions.

The contractual partners of the BO include, but are not limited to, the balance group representative (BGR), the transmission system operator (TSO), the providers of imbalance energy, the market area and distribution area manager (MADAM), operators of virtual trading points (VTP).

The legal relationship between the contractual parties is also governed by the Electricity and Gas Market Code, as amended, issued by Energie-Control Austria for the Regulation of the Electricity and Natural Gas Market (hereinafter: E-Control or Regulatory Authority); it was

developed in cooperation with market participants for market participants (§ 22 (1) Energie-ControlGesetz (E-Control Act)), as well as the by current version of the Gas Market Model Regulation (Austria).

2) Furthermore, the following annexes to these T&C - BO are an integral component of the contract between the BO and its contractual partners):

- Annex – Imbalance Energy Management
- Annex – Settlement of Accounts, Billing
- Annex – Credit Assessment
- Annex – Risk Management and Collateral
- Annex – Switching Platform

3) Any services performed beyond the scope of the tasks of the BO as set out in § 87 Natural Gas Act must be agreed separately.

4) Balance group representatives must ensure balanced energy loads on a daily basis for the injection and withdrawal volumes allocated to them by taking the appropriate measures within the accounting period. The balance group representative has the economic responsibility towards the BO for any deviations in its balance group settled by the BO.

1.2 Performance of tasks by third parties

1) The BO may use the services of third parties for the execution of its tasks in clearly defined and specific areas. The BO assumes liability for such third parties pursuant to § 1313a Austrian Civil Code; this does not restrict or transfer the responsibility of the BO.

2) These areas include:

- Development, provision and maintenance of the IT systems the BO needs to fulfil its tasks;
- Development, provision and maintenance of IT and clearing and settlement systems including billing, reminders and collection required for the purpose of carrying out the clearing and settlement, creditworthiness management and risk management;
- Development, provision and maintenance of the IT and clearing and settlement systems required for the auctions within the scope of the clearing and settlement of the merit order list.

1.3 Data

1.3.1 Data management

For the purpose of data management, the contractual partners of the BO (contractual partners) are assigned identification numbers by BO pursuant to § 87 (2) 1 Natural Gas Act in agreement with the MADAM and allocated to each balance group pursuant to §37 (1) Gas Market Model Regulation (issued by e-Control Austria).

1.3.2 Data provision

- 1) The contractual partners are under the obligation to provide the data needed by the BO to perform its tasks.
- 2) Format, security standards and contents of the data to be exchanged as well as the type and method of data transmission are governed by the provisions of the Gas Market Model Regulation and the Electricity and Gas Market Code.

1.3.3 Data transmission

- 1) The successful completion of the data transfer must be immediately checked by the contractual partner and by the BO. Unless data transmission is checked automatically, this is done during regular office hours. The BO permits the contractual partner to inspect the data received. The contractual partner must notify the BO of any faulty transmissions or if the transmission contains incorrect data as soon as possible, and the contractual partner must correct the faulty data.
- 2) Should the BO discover errors or inconsistencies in the data when conducting plausibility checks, it shall inform the concerned balance group representative and grid operator of this fact. Any liability of the BO towards the contractual partner or third parties is excluded. Likewise excluded is any liability of the BO for damage caused by a postponement of clearing due to delayed correction of data (correction of faulty allocation data).

1.3.4 Correctness of the data, data storage

- 1) The contractual partner is responsible for the correctness of the data it has compiled and sent. The contractual partner is under the obligation to check the orderly and correct transmission of the data sent in the system of the BO. The BO makes it possible for the contractual partner to inspect the data received. If there are well-founded grounds to doubt the correctness of the data, the BO may request proof of the correctness of the data reported in a manner commensurate with the circumstances regarding format and scope. Reasonable costs of such an inspection shall be borne by the contractual partner if the suspicions are substantiated, otherwise, the costs are borne by the BO.
- 2) The contractual partners are under the obligation to make the data they send available for three years and, if necessary, to resend the data.

1.3.5 Measures in the event of technical disruptions

- 1) In the event of force majeure and its effects on the fulfilment of obligations under this Agreement, each of the contractual parties is under the obligation to inform the respective other party accordingly and to initiate all economically reasonable measures without delay to restore the orderly fulfilment of the contract. For as long as the effects of the force majeure are in place, the contractual obligations shall be suspended. Liability for damage caused due to force majeure is excluded.

- 2) The contractual parties have the right to suspend the transmission and the receipt of data for the purpose of carrying out any necessary work on the IT systems used for the fulfilment of tasks. The contractual parties will be notified of this work in a timely manner – if it is possible to plan the work in advance – but at the latest 48 hours before the start of such work.
- 3) Data not sent due to disruptions and interruptions to operations must be sent without delay after the disruptions or interruptions to operations have been resolved.

1.3.6 Data protection and secrecy obligations of the BO

- 1) The BO is permitted to use the data of the contractual partners it needs to carry out its tasks exclusively in accordance with applicable Market Rules and to send and permit the use of the data by other BOs, as well as TSOs, MADAM, BGR, GO, operators of virtual trading points and gas exchanges provided these parties need the data to carry out their statutory duties.
- 2) The BO must treat any business and operating secrets of the contractual partners it gains knowledge of in connection with its activities confidentially. The BO will ensure that its employees and subcontractors comply with the aforementioned obligation of data protection and secrecy.
- 3) In the event of the use of personal data, all provisions of the General Data Protection Regulation (GDPR) and of the Data Protection Act shall apply, as amended.

1.3.7 Data inspection

- 1) Each of the contractual partners managed in the system of the BO has the right to view the data relating to them by electronically accessing the data using a password-protected internet connection.
 - 2) The bidding curve of the merit order list (MOL) is published electronically in anonymous form on the website of the BO.

1.4 Billing policy

- 1) Payments in connection with the settlement of imbalance energy and of the clearing fees are due within three banking workdays as of the date of the invoice and are debited from the account automatically by SEPA automatic debit orders (SEPA business-to-business direct debit). The balance group representative is under the obligation to place the order and send the required SEPA business-to-business direct debit order to the BO and to transmit a copy of this SEPA business-to-business direct debit order to its bank, with the respective documents having to have been received by the recipient at the latest when the contract is signed. The BO may deny acceptance of bank accounts with specific banks only for objectively justified reasons. An objectively justified reason shall be deemed to be given if the bank of the balance group representative does not have the capability of executing the SEPA business-to-business direct debit order considering the due dates and payment deadlines pursuant to these T&C – BO including all annexes.

2) In the event of an automatic debit order via a SEPA business-to-business direct debit for a payment due, the BO shall be under the obligation to notify the balance group representative at least three workdays before the due date of the automatic debit order for the amount due. This notification must indicate the amount to be debited and the date of the automatic debit, and may be sent in writing or electronically (e.g. e-mail, fax). Invoices shall be deemed notifications in the meaning of this clause provided the notification contains the amount to be debited and the due date of the debit order.

3) In the event of delayed payment, interest on arrears shall be charged in the amount of the base interest rate (§ 1 (1) Euro-Related Amendment to Civil Legislation, EUR-JuBeG) plus four percentage points p.a., and for business-to-business transactions 9.2 percentage points p.a. above the base interest rate (§ 456 Business Code (UGB)).

4) The Annex Settlement of Accounts, Billing contains detailed provisions on billing procedures.

1.5 Fees

1) Services of the BO provided in fulfilment of the tasks stated in § 87 and § 123 (4) Natural Gas Act (GWG) are settled by payment of the clearing fees defined by the Regulatory Authority in accordance with § 89 Natural Gas Act.

2) Should a contractual partner temporarily fail to make the data available in the manner and procedure defined in the Electricity and Gas Market Code, the Gas Market Model Regulation or based on the provisions of these T&C for reasons that are under its control, the BO has the right to charge the additional costs incurred at the usual market rates.

1.6 Amendments to the General Terms and Conditions of Business of the Balancing Operator

1) If the Regulatory Authority approves amended T&C - BO as compared to the point in time the contract was concluded, the BO will notify the contractual partners immediately of the amendments and make the amended version available to the contractual partner in a suitable form, with publication on the internet being sufficient.

2) Amendments to the T&C - BO shall enter into force at the time announced, but at the earliest 14 days after notification of the contractual partners, provided the contractual partners do not raise a written objection within 14 days of such notification. In the event an objection is raised, the BO has the right to terminate the contract at month's end by giving one month's notice as of receipt of the written objection.

1.7 Termination of contract

1.7.1 Termination by the Balancing Operator (BO)

1) The BO has the right to terminate the contract with immediate effect and to increase the collateral requirement determined in accordance with the Annex Risk Management by up to 100% and reduce the allowance from the creditworthiness assessment to zero if a balance group representative violates a material contractual provision despite having

received a written notice and having been granted a reasonable period of grace, and this period has expired without the situation being remedied. Such violations include:

- the repeated failure to transmit data or the repeated transmission of incorrect data pursuant to 2.1.3;
- violation of reporting obligations pursuant to 2.5;
- failure to comply with payment obligations; in particular, if the automatic debit order cannot be executed, because the SEPA debit order fails repeatedly;
- repeat incidences in which the balance group representative or its contact person named to the BO cannot be contacted by telephone during operating hours of the BO;
- failure to comply with § 18 (3) of the Gas Market Model Regulation (Austria), in particular when the balance group representative systematically supplies the withdrawal volumes of its balance group by imbalance energy.

Termination for cause due to the failure to deposit collateral in a timely and orderly manner is defined in the Annex Risk Management and Collateral.

- 2) The BO has the obligation to terminate the contract with immediate effect without granting a period of grace when the Regulatory Authority withdraws the relevant permit to operate, and/or the competent authority revokes the license of the contractual partner. The BO has the right to close balance groups of the balance group representative when the balance group representative's contract is terminated, and to reject transmissions of schedules and metering values relating to the balance groups of the balance group representative. Pursuant to § 94 (4) Natural Gas Act, the permit to carry out the activities of a balance group representative expires if insolvency proceedings are opened against the assets of the balance group representative or if proceedings cannot be opened with legal effect due to lack of assets.
- 3) The BO does not assume any liability for loss or damage suffered by a contractual partner or a third party due to the termination or dissolution of the contract or due to the blocked transmission of the scheduling and metering values.

1.7.2 Termination by the contractual partner

The contractual partner has the right to terminate the contract with the BO at the end of the month by giving three months' notice in writing, with the release of the collateral being done in accordance with clause 2.3.4 This does not affect the right to terminate the contract without notice for cause.

1.7.3 Further grounds for termination

Further grounds for termination in the meaning of clause 1.7.1 T&C - BO that give the BO justified grounds to terminate the contract without notice are given when the balance group representative has not managed a balance group for longer than three months.

Furthermore, clause 2.3 is valid where applicable.

1.7.4 Procedure after termination or dissolution of the contract

In the event of termination or dissolution of the contract, the BO will immediately notify the Regulatory Authority, the MADAM, the GO, the BGR and the utilities. The BO does not assume any liability for the notification or the failure to send a notification.

1.8 Liability

- 1) The contractual parties are liable in accordance with generally applicable provisions of the law on torts. In the event liability is contingent on culpability, liability applies only in cases of wilful intent or gross negligence. Liability for loss or damage caused by force majeure or other circumstances over which the parties have no control, consequential loss or damage, and loss or damage suffered by third parties, shall be excluded in all cases.
- 2) Should either of the contractual partners suffer a loss or damage within the scope of credit assessments or collateral management for which the BO is responsible, the BO shall be liable within the meaning of the paragraph above in accordance with the generally applicable provisions of the law on torts. The liability of the BO in such case is limited to a total amount of EUR 1.2 million per calendar year.
- 3) Insofar as these T&C - BO include provisions that regulate the relationships among market participants (and not with the BO), this shall affect the contractual relationship with the BO only to the extent these provisions assume the existence of the corresponding agreements between the market participants. Any liability of the BO toward the market participants under these provisions shall be excluded [liability which concerns the contractual relationships between market participants (not with the BO)], including, but not limited to the validity of the agreement between market participants.

1.9 Partial invalidity

Should any of the provisions of the T&C - BO or of the contracts entered into on the basis of these provisions be invalid or become invalid, and/or lose legal effect, this shall not affect the validity of the remaining provisions. The contractual parties agree at this time to replace by mutual consent any invalid provisions and/or provisions having lost legal effect with legally effective provisions that meet the intended legal, economic and technical purposes as close as possible.

1.10 Written form, language of business

- 1) Contracts and notifications of the contractual parties must be made in writing. Any departure from the written form shall also require the written form. Apart from personally

signed documents, electronic messages with an electronic signature shall also be deemed to meet the requirement of the written form.

- 2) The contractual and business language is German. Therefore, all messages sent by the contractual parties must be in German to be valid, unless mutual agreement is reached to depart from this requirement. Translations into English shall not be deemed binding and valid notifications in the meaning of these provisions.

1.11 Legal succession

- 1) The contractual partners have the right to transfer their contractual rights and obligations to their legal successor provided the legal successor meets the requirements for carrying out the relevant activity in accordance with applicable legal provisions and the Electricity and Gas Market Code, both as amended.
- 2) In the case of sole succession, the transfer of the contract will take effect for the BO 14 days as of notification, insofar as the legal successor has accepted the rights and obligations with legally binding effect and without qualifications, and written proof of this has been submitted to the BO.
- 3) In the case of universal succession, the BO must be notified, and the universal successor must meet the requirements for the relevant activities.

1.12 Applicable law

Austrian law shall apply with the exception of its conflict-of-law provisions relating to International Private Law.

The application of the UN Convention on Contracts for the International Sale of Goods shall be excluded.

1.13 Place of performance

Place of fulfilment for all contractual services performed is the venue of the registered office of the BO.

1.14 Jurisdiction

For disputes arising from this contract which are subject to the jurisdiction of a court of law, the competent court at the venue of the registered office of the BO shall have exclusive jurisdiction unless the law defines otherwise.

2 Special Terms for Contracts between the Balancing Operator (BO) and the Balance Group Representative (BGR)

2.1 Contract between the BO and the BGR

2.1.1 Legal basis

The business relationship between the BO and the balance group representative must be conducted on the basis of a contract with the balance group representative.

Pursuant to § 37 (2) Gas Market Model Regulation (Austria), the BO must grant the power of attorney to the MADAM in the online system for the conclusion of the contract with the balance group representative in the name of and for the account of the BO on the basis of the T&C - BO. The information and the documents required for this purpose are made available on the online platform of the MADAM. The BO does not assume any liability with respect to the online system of the MADAM.

A party interested in being admitted as balance group representative for the Market Area East must meet the following conditions for a contract to be established:

- 1) Credit assessment in accordance with the provisions in the Annex Credit Assessment is conducted by the BO;
- 2) Depositing of the required collateral by the BO pursuant to the Annex Risk Management.
- 3) SEPA business-to-business direct debit order for invoices/credit transfers that arise when settling accounts with the balance group representative.
- 4) Collection of the following master data by the MADAM who then sends it to the BO:
 - Identifier and identification number of the balance group representative,
 - Current excerpt from the Companies Register,
 - Authorized signatory,
 - Name and address, e-mail address pursuant to the Electricity and Gas Market Code, phone number and fax number of the balance group representative,
 - Bank account and billing address,
 - Competent party for technical matters and at least one representative with name and address, e-mail address pursuant to the Electricity and Gas Market Code, phone number and fax number,
 - Competent party for commercial matters and at least one representative with name and address, e-mail address pursuant to the Electricity and Gas Market Code, phone number and fax number
 - E-mail address pursuant to the Electricity and Gas Market Code for data transmission.

2.1.2 Conditions precedent

The contract with the balance group representative is subject to the condition precedent that the Regulatory Authority grants the balance group representative the legally effective permit to conduct the activity and the MADAM furnishes proof of this legally effective permit to the BO.

2.1.3 Permanent monitoring of the BGR by the BO

The BO regularly monitors compliance with the requirements for the continued effectiveness of the contract. The balance group representative is under the obligation to immediately, and without being requested to, inform the BO of any changes with respect to the requirements. The balance group representative is under the obligation to send data upon request of the BO within the scope of the know-your-customer process and to inform it of any changes to the master data (see 2.5 1))

2.2 Principles of balance group management

2.2.1 Establishment of a balance group

- 1) The establishment of a balance group (BG) is done on the request of the balance group representative. The registration process follows the applicable rules and regulations for the MADAM. The MADAM informs the BO of the registration of the balance group representative via a data interface.

2.2.2 Requirements for the establishment of a balance group

- 1) To establish a balance group for a balance group representative, the BO must send the following information in writing, provided the data have not already been sent by the MADAM:
 - Name, address, e-mail address pursuant to the Electricity and Gas Market Code, phone number and fax number of the scheduling representative of the balance group,
 - Estimated gas volumes per year for withdrawals and/or injections by the balance group and the connected utilities,
 - Date of start of activities of the balance group,
 - Competent party for technical matters with name and address, e-mail address pursuant to the Electricity and Gas Market Code, phone number and fax number,
 - Competent party for commercial matters with name and address, e-mail address pursuant to the Electricity and Gas Market Code, phone number and fax number.
- 2) A list of the active balance groups with validity dates is published by the BO on its website.

- 3) To activate a balance group in the system of the BO, the balance group representative must deposit the collateral with BO as specified in the **Annex Risk Management and Collateral**.

2.3 Deactivation of a balance group and discontinuation of business activities of the balance group representative

- 1) When a balance group representative plans to deactivate a balance group, it must report this immediately to the BO, the MADAM, and the concerned grid operators, but at the latest 21 days before the day of the planned deactivation. The report to the BO must include the following:
 - Designation of the balance group (identifier, identification number)
 - Date of the planned deactivation,
 - Proof of notification of the concerned grid operators, the distribution area manager and the market area manager
- 2) A balance group may only be deactivated by the balance group representative when all members of the balance group have been transferred and belong to other balance groups.
- 3) When there are plans to discontinue the business activities of the balance group representative, or to terminate or dissolve a contract, the aforementioned provisions shall apply. In this case, the balance group representative must notify the Regulatory Authority.
- 4) Imbalance energy and clearing fees are settled and cleared by the BO during the first and second clearing and within the scope of ex post billing which may be done at the latest up to 3 years after the first clearing. The BO is entitled to charge a fee for the ex post billing.
- 5) When a balance group is deactivated in accordance with the provisions of this section, the expenses incurred by the BO are covered by the clearing fee pursuant to § 89 Natural Gas Act.

2.4 Description of the method used for the calculation of imbalance energy and for price determination

Imbalance energy is determined by balance group for the clearing periods defined by the BO. Imbalance energy in a balance group is the difference between the gas volumes injected and withdrawn per gas day. In addition to the imbalance energy, structuring contributions and neutrality charge for balancing are invoiced.

Additionally, the clearing fee is charged in accordance with Clearing Fee Regulation issued by the Regulatory Authority to compensate the services performed by the BO.

The methods for the calculation of imbalance energy produced, for determining prices for imbalance energy, and further invoicing elements are regulated in the Annex **Imbalance Energy Management** and in the **Annex Settlement of Accounts, Billing**.

2.5 Reporting obligations and data exchange between the balance group representative and the BO

- 1) The balance group representative must report at any time the circumstances below to the BO without being requested to do so:
 - Material changes to the scope and the type of business activities,
 - Circumstances that may result in material changes to imbalance energy it produces,
 - Changes to the data and information provided to the BO
 - Changes made to entries in the Companies Register or Commercial Register
 - Contact persons for commercial matters and for technical matters
 - Authorised representatives
 - Changes to the company structure/registered office/business locations

- 2) The BO provides the balance group representative with the aggregated time-series of the standard load profiles and the aggregated time-series of the metering values per balance group and grid for injections and withdrawals as well as the allocation per entry/exit point and the net VTP volumes per clearing and settlement period for each supplier for the purpose of checking the balance group components and the settlement of imbalance energy through the clearing system of the BO. This data is accessible only to the balance group representative using an individually assigned password and is made available for downloading.

2.6 Allocation data management

- 1) Data reporting is done pursuant to the Electricity and Gas Market Code.
- 2) Allocation data per balance group and entry/exit point is reported directly to the BO by the transmission system operators and grid operators.
- 3) Production and storage allocation data are sent by the storage operators and/or producers to the BO.
- 4) The balance of the gas trade transactions are sent by the storage operator of the virtual trading point to the BO.
- 5) If the BRP generates forecast schedules for its balance groups these schedules can be transmitted to the balance operator on a voluntary basis. These schedules will be used by the balance operator for the calculation of collaterals.

2.7 Settlement of accounts and billing

The rules governing the settlement of accounts are contained in the **Annex Settlement of Accounts, Billing**.

2.8 Risk management and collateral

The rules governing risk management and the organisation of collateral are given in the **Annex Risk Management and Collateral** and include

- the determination, requesting, management, use and release of collateral,
- the types of collateral to be deposited and the form of depositing, and
- the realization of collateral.

2.9 Balancing the balance group

Balance group representatives must ensure balanced daily settlement by taking suitable measures within the balancing period for the injection and withdrawal volumes allocated to their balance groups. The balance group representative is economically responsible towards the BO for deviations in its balance group for which the BO settles the balances.

3 Special Terms for Contracts between the BO and the Grid Operator

3.1 Applicability of the General Terms and Conditions of Business of the BO

The legal relationship between BO and grid operator is subject to the T&C - BO subject to the following conditions:

- 1) Clause 1 of the T&C - BO shall apply with the exception of clauses 1.7.1 (1) and 1.7.2.
- 2) For the grid operator in its function as party responsible for the balance groups for grid losses and own consumption, the following clauses also apply (with the necessary modifications) 1.7.2, 1.7.3, 1.7.4, 2.1.1, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7 of the section "Special Terms for the Contract between the balance operator and the Balance Group Representative", however, excluding the provisions of the clauses regarding credit assessments, clearing fees, risk management and collateral. This balance group is exempt from clearing fees. No metering values of end consumers are permitted to be assigned to this balance group.

3.2 Obligations of the grid operators

3.2.1 Obligations of the grid operator

The grid operator supplies the data required for clearing to the BO. This data includes

- the aggregated consumption values by utility (balance group) and grid broken down by
 - Standard load profile consumption volumes determined
 - Load profile consumption volumes measured by metering point ≤ 10 MWh/h
 - Load profile consumption volumes measured by metering point ≥ 10 MWh/h
 - Load profile consumption volumes measured by metering point ≥ 300 MWh/h (including parties using options)
- the injection and withdrawal values of the grids;
- the injection and withdrawal metering values of the production and storage plants;
- the injection and withdrawal values of the cross-border injection points;

- the allocated nominations to cross-border injection points of the transmission network by balance group;
- the metering values of biogas injections;
- the values for the line pack inflows;
- the values for the line pack outflows;
- the values for the actual grid losses measured;
- the values for the own consumption;
- the values for positive measurement differences;
- the values for negative measurement differences;
- the schedule for the grid loss volumes withdrawn.

The metering data for grid users with load profile meters (non-SLP) is sent to the BO by the grid operators pursuant to Electricity and Gas Market Code on a daily basis provided the data are read daily.

Establishment of balance groups for grid losses

- 1) The grid operator must send the following information in writing to the BO at the latest 14 days before the relevant balance group is activated in order to establish a balance group for a grid operator:
 - Identifier and identification number of the grid operator,
 - Name and address, e-mail address pursuant to the Electricity and Gas Market Code, phone number and fax number of the grid operator,
 - Name, address, e-mail address pursuant to the Electricity and Gas Market Code, phone number and fax number of the scheduling representative of the balance group,
 - Date of start of activities of the balance group,
 - Bank account information with SEPA business-to-business direct debit mandate and billing address,
 - Responsible party for technical matters with contact address,
 - Responsible party for commercial matters with contact address,
 - E-mail address pursuant to the Electricity and Gas Market Code for data transmission.

The grid operator must notify the BO of any changes to the data.

- 2) The grid operator must notify the BO when it does not operate the balance group for grid losses and own consumption itself, but connects to another balance group for grid losses and own consumption.
- 3) Content and format of the data to be transmitted by the grid operator to the BO are defined by the provisions of the Electricity and Gas Market Code.

Grid losses and own consumption must be covered by purchases from a commercial balance group. The grid loss schedule must be sent either monthly together with the other aggregated metering values or on a daily basis. The volumes are accounted for in the end

customer schedule of an existing balance group with daily accounting and transmitted to the grid loss balance groups via an internal schedule within the AGCS clearing system, with the establishment of a separate balance group with daily accounting to record grid loss schedules being permitted.

The transmission of internal schedules may be done by a third party or automated by delegation.

3.3 Establishment of special balance groups for the joint procurement of grid losses and own consumption

Several grid operators may set up a special balance group for the joint procurement of grid losses and own consumption. The balance group representative for the special balance group for the joint procurement of grid losses and own consumption sets up a separate balance group for this purpose.

The grid operator, which plays the role of balance group representative for the joint grid loss balance group as grid operator, and the service provider (both hereinafter BGR for the special balance group for the joint procurement of grid losses and own consumption) must enter into a contract under private law with the BO.

The balance group representative for the special balance group for the joint procurement of grid losses and own consumption must report to the BO which grid operators participate in the joint grid loss balance group.

In any case, a schedule must be created for the procurement of grid losses and own consumption by the balance group representative for the special balance group for procurement of grid losses and own consumption. The balance group representative for the special balance group organises the non-discriminatory and market-compliant procurement of grid loss volumes and own consumption based on the long term and short term forecasts of the participating grid operators, as well as, if applicable, the sale of surplus volumes and organises the clearing and settlement for all involved grid operators.

Every grid operator must prepare an estimate for the expected grid losses and own consumption in its grid in order to prepare a grid loss schedule. These estimates represent a percentage of the total energy outflow from the grid under observation.

The participating grid operators prepare a comparison of the actual grid losses and own consumption volumes determined with the volumes procured for grid losses and own consumption of the special balance groups. This is done in one of the following ways: a) the participating grid operators send the actual volumes in the form of schedules to the

BO or b) the participating grid operator – with the written consent of the balance group representative for the special balance group for the joint procurement of grid losses and own consumption – requests the BO to close out the positions of the metering values sent for determining the own grid balance as grid loss and own consumption volume.

Within the scope of clearing, the BO determines the imbalance energy volumes of the special balance groups for the joint procurement of grid losses and own consumption, and charges these to the responsible balance group representative.

Non-binding translation

4 Special Terms for Contracts between the BO and Providers of Imbalance Energy

4.1 Registration in the system of the BO

- 1) The provider of imbalance energy is registered in the system of the BO with an identifier (alias) and an ID number once the requirements of clause 4.1 (2) are met.
- 2) The provider of imbalance energy is under the obligation to send the information below in writing to the BO and MADAM:
 - Name and address, e-mail address pursuant to the Electricity and Gas Market Code, phone number and fax number of the provider of imbalance energy
 - Person responsible for technical matters with contact address
 - Person responsible for commercial matters with contact address
 - Proof of the installation of online metering for the injection and withdrawal points/potential injection points
 - Identification number of the balance group of the imbalance energy provider
- 3) Changes to this data must be notified by the provider of imbalance energy without delay to the BO and the MADAM.
- 4) The BO publishes the identifier and ID number on its website.

4.2 Data inspection

The provider of imbalance energy is given access to the provider system and its allocated orderbook via a secure zone on the BO's website. The data is accessible only to the respective provider of imbalance energy via an individually assigned password.

4.3 Further provisions for providers of imbalance energy

Further provisions for providers of imbalance energy are contained in the Annex Imbalance Energy Management.

5 Special Terms for Contracts between the BO and the Market and Distribution Area Manager (MADAM)

5.1 Contract

The business relationship between the MADAM and the BO is based on a written contract with the MADAM. The legal relationship between the BO and the MADAM is subject to clause 1 of T&C - BO (with the necessary modifications) provided clauses 1.7.1 (1) and 1.7.2 do not apply.

5.2 Principles of imbalance energy management

- 1) The BO is liable to the provider of imbalance energy within the meaning of clause 1.10 only for loss and damage caused by gross negligence on the part of the BO when withdrawing imbalance energy.
- 2) In cases accounted for by MADAM pursuant to the Gas Market Model Regulation, MADAM is authorized to deviate from the withdrawal sequence defined by BO. The BO publishes this information on its website.
- 3) If the withdrawal of imbalance energy by the MADAM is done without there being a situation justified pursuant to the Gas Market Model Regulation and without following the instructions of the BO and the Electricity and Gas Market Code, only MADAM shall be liable to the provider of imbalance energy for the damage caused. Should the provider of imbalance energy make claims against the BO or the distribution area manager due to an error for which the respective other party is responsible, they shall hold the respective other party harmless and non-actionable and give third party notice or consent to its entry into the legal dispute pursuant to § 19 para 2 Code of Civil Procedure.
- 4) The bidding procedure for imbalance energy, the ranking of the bids for withdrawal of imbalance energy and price determination for imbalance energy are defined in the Annex – Imbalance Energy Management.

5.3 Data inspection

The BO must enable MADAM to inspect the data it sends via a secure internet access, in particular, the data the MADAM needs to fulfil its tasks.

§ 32 (10) Gas Market Model Regulation Data provided by MADAM to BO:

- Timely notification of withdrawals of physical imbalance energy sent to BO;
- Providing a list to the BO of registered utilities and their balance groups as well as their allocated balance groups and/or their balance group representatives in the event of changes to the list;
- Determination of the injection and withdrawal nominations for each injection and withdrawal point in the distribution area at the cross-border market areas based on nominations pursuant to para 3 item 1 per balance group as an hourly time-series for the purpose of providing it to the BO.

§ 32 (11) Gas Market Model Regulation Data provision by BS to MADAM:

- the transmission of standardized load profiles to the distribution system operators and the MADAM;
- the daily transmission of the aggregated allocation data and volume balances per balance group which is needed by the MADAM for the purpose of publishing the information according to § 33 and § 34 Gas Market Model Regulation

- the daily transmission of the imbalance energy prices, the cost contribution to intraday structuring as well as the amount of the neutrality charge for balancing and the status of the neutrality account for each respective preceding day;

5.4 Mutual reporting obligations of the Market Area Manager and the BO

The MADAM is under the obligation to inform the BO without delay when a supplier of imbalance energy fails to meet its obligations properly. MADAM must send the reasons for non-compliance with the withdrawal sequence within 3 (three) workdays to the BO, imbalance energy providers overlooked, and the Regulatory Authority.

If there are well-founded reasons for deviating from the withdrawal sequence pursuant to 5.2. (2), MADAM is also obligated to notify the reason for non-compliance within three workdays to the BO.

6 Allocations

Gas volumes relating to the market area are recorded by the BO on the accounts set up for this purpose.

The following allocations are managed by the BO for the injection and withdrawal of volumes:

- allocated nominations at the cross-border interconnection points, including the injection and withdrawal points in the distribution grid at the market borders;
- allocated nominations for injections and withdrawals of gas quantities in the market area;
- allocated nominations of injections from natural gas generation;
- allocated nominations of the netted trade volumes of the balance group at the virtual trading point;
- allocated injections from generation plants for renewable gas;
- allocated withdrawals to end customers.

6.1 OBA values

Pursuant to § 27 Gas Market Model Regulation (Austria), as amended, balancing energy from grid connection contracts used for the distribution area is managed by the BO on accounts set up for this purpose.

Pursuant to § 26 (12) Gas Market Model Regulation, transmission system operators of BO shall provide the data necessary for technical grid balancing of the distribution grids in a suitable format.

7 Special Terms for Contracts between the Balancing Operator – BGR with the Special Balance Group (Emergency Supply)

Should the security of supply of a neighbouring state be threatened, Austria must take measures to mitigate or help ward off the supply crisis in the neighbouring state.

- 1) The contractual relationship between the balance group representative of a neighbouring state and the BO for the provision of physical imbalance energy in the event of a crisis is governed by a side letter to the contract with the balance group representative.
- 2) The company responsible for handling the emergency volumes is notified to the BO by the competent authority in Austria. Based on this notification, the BO will offer the company named a BGR contract with a supplementary agreement, and set up a special balance group for this balance group representative. The following conditions apply to this contractual relationship:
 - The organisational and technical clearing and settlement must be published on the website of the BO in a description of the clearing and settlement procedures for emergency supply and is part of the special agreement with the balance group representative.
 - The special balance group is exempt from the provisions of the Annex Risk Management to the T&C - BO. As regards collateral, the balance group representative responsible for the special balance group must provide collateral in advance in the form of cash collateral or a bank guarantee. Withdrawals of physical imbalance energy may only be carried out to the extent these are covered by the collateral deposited.
 - A request for assistance shall be made by the balance group representative to the Austrian distribution area manager. The balance group representative informs the distribution area manager of a daily volume at a maximum withdrawal price.
 - The distribution area manager reviews the commercial and technical feasibility of the request.
 - The physical imbalance energy requested is made available to the special balance group of the balance group representative based on “ability and capacity”.
 - The balance group representative ensures that the corresponding legal contracts are in place with respect to the transport of the emergency volumes.
 - The physical imbalance energy will be charged to the balance group representative including fees and taxes either daily or after clearing, with only

the physical imbalance energy volumes withdrawn for the special balance group being billed.

- In the event of delay in payment, the BO shall have the right to realize the collateral directly and in full, and to terminate the supplementary agreement.

3) The BO shall not be liable for discrepancies in the emergency volumes nominated by the distribution area manager and the volumes actually allocated. The principle of “nominated is allocated” shall apply to emergency volumes.

8 Load Profile

8.1 Determination

The determination of the load profile shall be done pursuant to the Load Profile Regulation issued by Regulatory Authority.

8.2 Lists, archiving and publication

The BO shall make the standard load profiles in their current versions available on its website for the purpose of providing information.

The respective metering points of ZAMG assigned by the grid operator to venues are sent by the grid operator to the BO in electronic form indicating the postal code, name of the place and the assigned metering point. The BO must publish this data on the internet.