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**Allocation rRules for Fforward Ccapacity  
aAllocation on Swiss Bborders**



October MM 2024 2

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# CHAPTER 1

## General Provisions

### Article 1

#### Subject-matter and scope

These ~~Allocation Rules~~ allocation rules contain the terms and conditions for the allocation of ~~Long-Term Transmission—Right~~ long-term transmission rights on the Swiss borders. The ~~Registered Participant~~ registered participant will accede to these rules by the signature of the ~~Participation Agreement~~ participation agreement. In particular, the ~~Allocation Rules~~ allocation rules set out the rights and obligations of ~~Registered Participant~~ registered participants as well as the requirements for participation in ~~Auction~~ auctions, they describe the process of ~~Auction~~ auction, including the determination of ~~Marginal Price~~ marginal price as a result of ~~Auction~~ auction, the conditions for transfer and return of ~~Long-Term Transmission Right~~ long-term transmission rights, for remuneration of holders of such returned ~~Long-Term Transmission Right~~ long-term transmission rights, and the processes for curtailment of ~~Long-Term Transmission Right~~ long-term transmission rights and invoicing/payment.

The ~~Auction~~ auctions and transfer of ~~Long-Term Transmission Right~~ long-term transmission rights refer to ~~Cross-Zonal Capacity~~ cross zonal capacity only and ~~Registered Participant~~ registered participants may invoke no other right in connection with the ~~Long-Term Transmission Right~~ long-term transmission rights allocated to them than the rights in accordance with the provisions of these ~~Allocation Rules~~ allocation rules.

The ~~Allocation Platform~~ allocation platform will publish and keep up-to-date on its website a list of borders where ~~Long-Term Transmission Right~~ long-term transmission rights are allocated, together with information on the type of ~~Long-Term Transmission Right~~ long-term transmission rights.

### Article 2

#### Definitions and interpretation

1. ~~For the purpose of these allocation rules, the definitions Capitalised terms used in these Allocation Rules shall have the meaning given to them in Article 2 of the FCA Regulation, Article 2 of Regulation (EU) 2015/1222 ('CACM Regulation'), Article 2 of Regulation (EU) 2019/943, Article 2 of Regulation (EU) 2013/543, Article 2 of Regulation (EU) 2015/1222, and Article 2 of Directive (EU) 2019/944 shall apply, and in Regulation (EU) 2016/1719.~~
2. In addition, the following definitions shall apply:

**Affiliate'** affiliate' means, in relation to any person, any other person that directly or indirectly controls, is controlled by or is under direct or indirect common control with that person as control is defined in the EU Regulation (EC) No 139/2004 of 20 January 2004 on the control of concentrations between undertakings;

**Allocation Platform'** allocation platform' means either the responsible- Transmission System Operator(s) (hereinafter "TSO(s)") at the respective bidding zone border(s) or an entity appointed and commissioned by them or nominated in accordance to national regulations to act on their behalf and on its own name for the attribution of ~~Long-Term~~ long-term Cross Zonal Capacity cross zonal capacity through the ~~Auction~~ auctions as defined in the ~~Participation~~

~~Agreement~~participation agreement;

~~Allocation Rules~~'allocation rules' means the rules for ~~Forward Capacity Allocation~~forward capacity allocation applied by ~~Allocation Platform~~allocation platform(s);

~~Auction Tool~~'auction tool' means the information technology system used by the ~~Allocation Platform~~allocation platform to perform ~~Auction~~auctions and to facilitate other procedures described in these ~~Allocation Rules~~allocation rules such as transfer or return of ~~Long Term Transmission Right~~long-term transmission rights;

~~Auction Specification~~'auction specification' means a list of specific characteristics of a particular ~~Auction~~auction, including the nature of offered products and relevant dates;

~~Bank Guarantee~~'bank guarantee' means an unconditional and irrevocable standby letter of credit or letter of guarantee issued by a bank;

~~Bid~~'bid' means a pair of ~~Bid Quantity~~bid quantity and ~~Bid Price~~bid price offered by a ~~Registered Participant~~registered participant participating in an ~~Auction~~auction;

~~Bid Price~~'bid price' means the price in Euros per MWh which a ~~Registered Participant~~registered participant is willing to pay for one (1) MW and MTU-hour of ~~Long Term Transmission Right~~long-term transmission rights;

~~Bid Quantity~~'bid quantity' means the amount of ~~Long Term Transmission Right~~long-term transmission rights in MW requested by a ~~Registered Participant~~registered participant;

~~Bidding Period~~'bidding period' means the time period within which the ~~Registered Participant~~registered participants wishing to participate in an ~~Auction~~auction may submit their ~~Bid~~bids;

~~Business Account~~'business account' means a dedicated deposit account opened at the financial institution selected by the ~~Allocation Platform~~allocation platform in the name of the ~~Allocation Platform~~allocation platform or at the discretion of the ~~Allocation Platform~~allocation platform opened by the ~~Registered Participant~~registered participant, but with the ~~Allocation Platform~~allocation platform as the beneficiary of the dedicated cash deposit, which may be used for payments by the ~~Registered Participant~~registered participant;

~~Credit Limit~~'credit limit' means the amount of the collaterals which may be used to cover any ~~Bid~~bid submission in subsequent ~~Auction~~auctions and is not used for outstanding payment obligations;

~~EIC Code~~'EIC code' means the ENTSO-E Energy Identification Coding Scheme identifying the parties in a cross-border trade;

~~Force Majeure~~'force majeure' means any unforeseeable or unusual event or situation beyond the reasonable control of a ~~Party~~party and/or the relevant TSOs, and not due to a fault of the ~~Party~~party and/or the relevant TSOs, which cannot be avoided or overcome with reasonable foresight and diligence, which cannot be solved by measures which are from a technical, financial or economic point of view reasonably possible for the ~~Party~~party and/or the relevant TSOs, which has actually happened and is objectively verifiable, and which makes it impossible for the ~~Party~~party and/or the relevant TSOs to fulfil, temporarily or permanently, its obligations;

~~Information System Rules~~'information system rules' means the terms and conditions for access to, and use of the ~~Auction Tool~~auction tool by ~~Registered Participant~~registered participants as published on the ~~Allocation Platform~~allocation platform's website;

~~Marginal Price~~'marginal price' means the price in Euros per MWh determined at particular

~~Auction~~ **auction** to be paid by all the ~~Registered Participant~~ **registered participants** for each MW and ~~hour~~ **MTU** of acquired ~~Long-Term Transmission Right~~ **long-term transmission right**;

**'MTU'** means Market Time Unit;

~~National Regulatory Authorities~~ **'national regulatory authorities'** means the Swiss regulatory authority as defined in Article 21 of the Swiss Federal Electricity Supply Act (Stromversorgungsgesetz [StromVG CC 734.7]) and the regulatory authorities referred to in Article 57 of Directive (EU) 2019/944;

**'oriented bidding zone border'** means a given direction of a bidding zone border;

~~Participation Agreement~~ **'participation agreement'** means the agreement, by which the ~~Parties~~ **parties** undertake to comply with the terms and conditions for ~~Cross-Zonal Capacity~~ **cross zonal capacity Allocation** as contained in these ~~Allocation Rules~~ **allocation rules**;

~~Party~~ **'party'** / ~~Parties~~ **'parties'** means the ~~Allocation Platform~~ **allocation platform** and/or a ~~Registered Participant~~ **registered participant** referred to individually as ~~Party~~ **party** or collectively as ~~Parties~~ **parties**;

~~Physical Transmission Right~~ **'physical transmission right'** means a right entitling its holder to physically transfer a certain volume of electricity in a certain period of time between two bidding zones in a specific direction;

~~Product-Period~~ **product period**’ means the time and date on which the right to use the ~~Long-Term-Transmission-Right~~ **long-term transmission right** commences and the time and date on which the right to use the ~~Long-Term-Transmission-Right~~ **long-term transmission right** ends;

~~Reduction-Period~~ **reduction period**’ means a period of time, i.e. specific calendar days and/or **MTU hours**, within the ~~Product-Period~~ **product period** in which ~~Cross-Zonal~~ **cross zonal Capacities** **capacities** with a reduced amount of MW are offered taking into account a foreseen specific network situation (e.g. planned maintenance, long-term outages, foreseen balancing problems);

~~Registered-Participant~~ **registered participant**’ means a market participant which has entered into a ~~Participation-Agreement~~ **participation agreement** with the ~~Allocation-Platform~~ **allocation platform**;

~~Rights-Document~~ **rights document**’ means a document containing the information of the maximum amount of allocated ~~Physical-Transmission-Right~~ **physical transmission rights** that can be nominated by a market participant per **oriented** bidding zone border per day **and** per **hour MTU and per direction**, taking into account the volume of ~~Long-Term-Transmission-Right~~ **long-term transmission rights** initially acquired, the subsequent transfers and returns, and any possible curtailments which occurred before the issuance of the ~~Rights-Document~~ **rights document**;

~~Working-Day~~ **working day**’ means the calendar days from Monday to Friday, with the exception of public holidays as specified on the website of the ~~Allocation-Platform~~ **allocation platform**;

~~Working-Hour~~ **working hours**’ means the hours on ~~Working-Day~~ **working days** specified within the ~~Participation-Agreement~~ **participation agreement** unless otherwise specified on the website of the ~~Allocation-Platform~~ **allocation platform**;

3. In these ~~Allocation-Rules~~ **allocation rules**, including its annexes, unless the context requires otherwise:
  - (a) the singular **also includes** ~~indicates~~ the plural and vice versa;
  - (b) references to one gender include all other genders;
  - (c) the table of contents, headings and examples are inserted for convenience only and do not affect the interpretation of the ~~Allocation-Rules~~ **allocation rules**;
  - (d) the word “including” and its variations are to be construed without limitation;
  - (e) any reference to legislation, regulations, directive, order, instrument, code or any other enactment shall include any modification, extension or re-enactment of it then in force;
  - (f) any reference to another agreement or document, or any deed or other instrument is to be construed as a reference to that other agreement, or document, deed or other instrument as amended, varied, supplemented, substituted or novated from time to time;
  - (g) a reference to time is a reference to CET/CEST time unless otherwise specified;
  - (h) where the ~~Allocation-Platform~~ **allocation platform** is required to publish any information under these ~~Allocation-Rules~~ **allocation rules**, it shall do so by making the information or data available on its website and/or via the ~~Auction-Tool~~ **auction tool**.

### Article 3

#### **Allocation Platform**

1. The ~~Allocation Platform~~allocation platform shall undertake the allocation functions in accordance with these ~~Allocation Rules~~allocation rules and in accordance with the national legislation.

2. For the purposes of these ~~Allocation Rules~~allocation rules the ~~Allocation Platform~~allocation platform shall be the party signing the ~~Participation Agreement~~participation agreement with the ~~Registered Participant~~registered participant.
3. For the purpose of the ~~Participation Agreement~~participation agreement with the ~~Registered Participant~~registered participant, the ~~Allocation Platform~~allocation platform shall publish a consolidated version of these ~~Allocation Rules~~allocation rules including the annexes thereto as they enter into force in accordance with the applicable national regulatory regimes. In case of a conflict between the consolidated version by the ~~Allocation Platform~~allocation platform and the ~~Allocation Rules~~allocation rules including the annexes as entered into force in accordance with the applicable national regulatory regimes, the latter shall prevail.

#### *Article 4*

#### **Regional specificities**

1. Regional or border specificities may be introduced for one or more bidding zone borders. Such regional or border specificities shall enter into force in accordance with the applicable national regulatory regime and be attached as annexes to these ~~Allocation Rules~~allocation rules. In case these annexes need to be amended based on a decision of the relevant ~~National Regulatory Authorities~~national regulatory authorities, Article 68 shall apply.
2. If there is an inconsistency between any of the provisions in the main body of these ~~Allocation Rules~~allocation rules and the regional or border specific annexes, the provisions in the annexes shall prevail.
3. TSOs may propose such regional or bidding zone border specificities in particular for, but without limitation to:
  - (a) the description of the type of ~~Long Term Transmission Right~~long-term transmission rights which are offered on each bidding zone border within the capacity calculation region;
  - (b) the type of ~~Long Term Transmission Right~~long-term transmission rights remuneration regime to be applied on each bidding zone border according to the allocation in the day-ahead timeframe in derogation to the rules of ~~Chapter~~CHAPTER 7 of these ~~Allocation Rules~~allocation rules;
  - (c) the implementation of alternative coordinated regional fallback solutions in derogation or in addition to the rules of ~~Chapter~~CHAPTER 8 of these ~~Allocation~~allocation rules; and
  - (d) compensation rules defining regional or border specific firmness regimes.

#### *Article 5*

#### **Effective date and application**

1. These ~~Allocation Rules~~allocation rules shall enter into force in accordance with the applicable national regulatory regimes and on the date announced by the ~~Allocation Platform~~allocation platform.
2. These ~~Allocation Rules~~allocation rules apply to ~~Capacity~~capacity ~~Allocation~~allocation for ~~Long Term Transmission Right~~long-term transmission rights with the delivery period from ~~1<sup>st</sup>~~1<sup>st</sup>

~~January 2023~~ dd.mm.yyyy.

3. Unless expressly stated otherwise by the regional or border specific annex(es) or otherwise required by the applicable governing law, these ~~Allocation Rules~~ allocation rules shall govern all rights and obligations in connection with ~~Long Term Transmission Right~~ long-term transmission rights acquired before the entry into force of these ~~Allocation Rules~~ allocation rules but with the delivery date after ~~dd.mm.yyyy~~ <sup>1<sup>st</sup></sup> ~~January 2023~~.

## CHAPTER 2

### Requirements and process for participation in ~~Auction~~uctions and ~~Transfer~~transfer

#### Article 6 General ~~p~~Provision

1. Market participants may acquire a ~~Long-term Transmission Right~~long-term transmission right only from participation in ~~Auction~~auctions or/and via transfer.
2. The participation both in ~~Auction~~auctions and in transfers requires that the market participant:
  - (a) concludes a valid and effective ~~Participation Agreement~~participation agreement in accordance with Article 7 to Article 15; and
  - (b) has access to the ~~Auction Tool~~auction tool in accordance with Article 16.
3. The participation in ~~Auction~~auctions requires that market participants, in addition to the conditions set forth in the previous paragraph, fulfil also the following conditions:
  - (a) they comply with the requirements for provision of collaterals as specified in CHAPTER 3; and
  - (b) they accept additional financial terms where needed in accordance with Article 17.
4. In any case, market participants have to fulfil the obligations as specified in the relevant ~~Chapter~~CHAPTERs of these ~~Allocation Rules~~allocation rules.

#### Article 7 Participation ~~a~~Agreement conclusion

1. At least nine (9) ~~Working Day~~working days before the first participation in an ~~Auction~~auction, any market participant may apply to be a party to a ~~Participation Agreement~~participation agreement by submitting, to the ~~Allocation Platform~~allocation platform, two (2) signed copies of the ~~Participation Agreement~~participation agreement in case of handwritten signature(s), as published on the website of the ~~Allocation Platform~~allocation platform, together with all duly completed information and documents required by Article 8 to Article 16. The ~~Participation Agreement~~participation agreement shall be alternatively signed with handwritten signature(s) or qualified electronic signature(s) (QES). The ~~Allocation Platform~~allocation platform shall assess the completeness of the information submitted in accordance with Article 9 and Article 13 within seven (7) ~~Working Day~~working days of receipt of the completed and signed ~~Participation Agreement~~participation agreement.
2. The ~~Allocation Platform~~allocation platform shall before the expiration of the seven (7) ~~Working Day~~working days deadline ask the market participant to provide any outstanding information which the market participant fails to submit with its ~~Participation Agreement~~participation agreement. On receipt of the outstanding information, the ~~Allocation Platform~~allocation platform shall within an additional seven (7) ~~Working Day~~working days review the information and inform the market participant if any further information is required.



3. Once the ~~Allocation Platform~~allocation platform has received all necessary information, it shall return one copy of the ~~Participation Agreement~~participation agreement signed by it to the market participant without undue delay. Signature of the ~~Participation Agreement~~participation agreement by the ~~Allocation Platform~~allocation platform shall not itself indicate compliance with any other condition set in these ~~Allocation Rules~~allocation rules for the participation in the ~~Auction~~auctions. The ~~Participation Agreement~~participation agreement comes into force on the date of signature by the ~~Allocation Platform~~allocation platform.
4. The ~~Allocation Platform~~allocation platform shall publish a list of ~~Registered Participant~~registered participants eligible to transfer long- term transmission rights.

#### *Article 8*

#### **Form and content of the ~~Participation Agreement~~participation agreement**

1. The form of the ~~Participation Agreement~~participation agreement and the requirements for its completion shall be published by the ~~Allocation Platform~~allocation platform and may be amended from time to time by the ~~Allocation Platform~~allocation platform without changing any terms and conditions specified in these ~~Allocation Rules~~allocation rules unless otherwise stated in these ~~Allocation Rules~~allocation rules.
2. As a minimum, the ~~Participation Agreement~~participation agreement will require the market participant to:
  - (a) provide all necessary information in accordance with Article 9 and Article 13; and
  - (b) agree to be bound by and comply with these ~~Allocation Rules~~allocation rules.
3. Nothing in these ~~Allocation Rules~~allocation rules shall prevent the ~~Allocation Platform~~allocation platform and the ~~Registered Participant~~registered participant from agreeing in the ~~Participation Agreement~~participation agreement additional rules, out of the scope of these ~~Allocation Rules~~allocation rules, including but not limited to the participation in day-ahead or ~~in~~traday ~~e~~Explicit ~~Allocation~~allocation.
4. In the event of difficulty of interpretation, contradiction or ambiguity between these ~~Allocation Rules~~allocation rules and the ~~Participation Agreement~~participation agreement, the text of the ~~Allocation Rules~~allocation rules shall prevail.

#### *Article 9*

#### **Submission of information**

1. The market participant shall submit the following information with its completed and signed ~~Participation Agreement~~participation agreement:
  - (a) name and registered address of the market participant including general email and telephone number of the market participant for notifications in accordance with Article 74~~;~~
  - (b) if the market participant is a legal person, an extract of the registration of the market participant in the commercial register of the competent authority;
  - (c) details regarding the beneficial ownership as defined in the relevant legal provisions
    - (i) of the Swiss Federal Act on Combating Money Laundering and Terrorist Financing

- AMLA (Geldwäschereigesetz, GwG) and (ii) of Article 3(6) of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing;
- (d) contact details and names of persons authorised to represent the market participant and their function;
  - (e) EU VAT registration number or similar tax identification information where EU VAT is not applicable;
  - (f) Taxes and levies to be considered for invoices and collateral calculations;
  - (g) A unique Energy Identification Code (EIC) which has been registered in the Centralised European Register of Energy Market Participants (CEREMP). The uniqueness shall be verified in CEREMP;
  - (h) bank account information evidenced by a bank account identification document for all payments to the applicant to be used by the ~~Allocation Platform~~ allocation platform. The applicant shall provide the bank account information of a credit institution based in the European Economic Area, Switzerland, United Kingdom, or a country in which the allocation platform performs cross border auction services. The applicant is obliged to select a financial institution which is subject to customer due diligence standards that are not less than those laid down in Directive (EU) 2015/849 as amended and which complies to them accordingly;
  - (i) financial contact person for collaterals, invoicing and payment issues, and their contact details (email and telephone number) for notifications where required in these ~~Allocation Rules~~ allocation rules in accordance with Article 74;
  - (j) commercial contact person and their contact details (email and telephone number) for notifications where required in these ~~Allocation Rules~~ allocation rules in accordance with Article 74;
  - (k) operational contact person and their contact details (email and telephone number) for notifications where required in these ~~Allocation Rules~~ allocation rules in accordance with Article 74; and
  - (l) ACER Registration Code (ACER Code) assigned by the European Agency for the Cooperation of Energy Regulators (ACER) during the market participant registration process with the with its respective regulatory authority, and as reported on CEREMP.
2. A ~~Registered Participant~~ registered participant shall ensure that all data and other information that it provides to the ~~Allocation Platform~~ allocation platform pursuant to these ~~Allocation Rules~~ allocation rules (including information in its ~~Participation Agreement~~ participation agreement) is and remains accurate and complete in all material respects and must promptly notify the ~~Allocation Platform~~ allocation platform of any change.
  3. A ~~Registered Participant~~ registered participant shall notify the ~~Allocation Platform~~ allocation platform if there is any change to the information, submitted in accordance with paragraph 1 of this Article, at least nine (9) ~~Working Day~~ working days before the change comes into effect and, where that is not possible, without delay after the ~~Registered Participant~~ registered participant becomes aware of the change.
  4. The ~~Allocation Platform~~ allocation platform will confirm the registration of the change or send

a refusal note of registration of the change to the ~~Registered Participant~~registered participant, at the latest, seven (7) ~~Working Day~~working days after the receipt of the relevant notification of change. The confirmation or refusal note will be sent via electronic means as specified by the ~~Allocation Platform~~allocation platform on its website. If the ~~Allocation Platform~~allocation platform refuses to register the change, the reason shall be provided in the refusal note.

5. The change becomes valid on the day of the delivery of the confirmation to the ~~Registered Participant~~registered participant.
6. If additional information is required from a ~~Registered Participant~~registered participant as a consequence of an amendment to these ~~Allocation Rules~~allocation rules, then the ~~Registered Participant~~registered participant shall submit the additional information to the ~~Allocation Platform~~allocation platform within twelve (12) ~~Working Day~~working days after the request for such submission by the ~~Allocation Platform~~allocation platform.

#### *Article 10* **Warranties**

1. By the signature of the ~~Participation Agreement~~participation agreement the market participant warrants that:
  - (a) it has not commenced any proceedings seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights;
  - (b) no insolvency, bankruptcy or other similar legal proceeding affecting creditors' rights have been commenced in relation to the applicant;
  - (c) no winding-up or liquidation proceedings have been commenced with regard to the applicant; and
  - (d) it has no overdue payment obligations towards any current, previous or future ~~Allocation Platform~~allocation platform.

#### *Article 11* **Declaration for participation in transfer only**

As part of the submission of the information in accordance with Article 7 and Article 9, the market participant shall declare to the ~~Allocation Platform~~allocation platform whether it intends to participate in transfer of ~~Long Term Transmission Right~~long-term transmission rights only. In such a case, it shall not be entitled to participate in any ~~Auction~~auction.

#### *Article 12* **Dedicated ~~Business Account~~business account**

As part of the submission of the information in accordance with Article 7 and Article 9, a dedicated ~~Business Account~~business account is put at the disposal of the market participant for the purposes of depositing cash collaterals and/or for the purposes of making payments on the basis described in Article 65(8).

#### *Article 13* **Acceptance of the ~~Information System Rules~~information system rules**

By signing the ~~Participation Agreement~~participation agreement the market participant accepts the applicable ~~Information System Rules~~information system rules, as amended from time to time and published on the website of the ~~Allocation Platform~~allocation platform.

#### Article 14

#### Costs related to the ~~Participation Agreement~~participation agreement

All applications to become a ~~Registered Participant~~registered participant and any subsequent participation in ~~Auction~~auctions and/or the notification of transfer or the return of ~~Long Term Transmission Right~~long-term transmission rights shall be at the ~~Registered Participant~~registered participants' own cost, expense and risk. The ~~Allocation Platform~~allocation platform shall not be liable to any person for any cost, damages, or expense in connection with the ~~Registered Participant~~registered participant participating in ~~Auction~~auctions and/or transfer or return of ~~Long Term Transmission Right~~long-term transmission rights unless otherwise explicitly stated in these ~~Allocation Rules~~allocation rules.

#### Article 15

#### Refusal of application

1. The ~~Allocation Platform~~allocation platform may refuse to enter into a ~~Participation Agreement~~participation agreement with a market participant in the following circumstances:
  - (a) when the applicant has not submitted a duly completed and signed ~~Participation Agreement~~participation agreement in accordance with Article 7, Article 8 and Article 9; or
  - (b) the ~~Allocation Platform~~allocation platform has previously terminated a ~~Participation Agreement~~participation agreement with the applicant as a result of a breach of the ~~Participation Agreement~~participation agreement by the ~~Registered Participant~~registered participant in accordance with Article 72(3) and (4) and unless the circumstances leading to termination have ceased to exist or the ~~Allocation Platform~~allocation platform is reasonably satisfied that the breach will not occur again; or
  - (c) if entering into a ~~Participation Agreement~~participation agreement with the applicant would cause the ~~Allocation Platform~~allocation platform to breach any condition of any mandatory legal or regulatory requirement; or
  - (d) if any of the warranties of the ~~Registered Participant~~registered participant under Article 10 are found to be not valid or false; or
  - (e) if the applicant is under economic and trade sanctions which may have a significant impact to the ~~Allocation Platform~~allocation platform.

#### . Article 16

#### Access to the ~~Auction Tool~~auction tool

1. The ~~Allocation Platform~~allocation platform shall grant access to the ~~Auction Tool~~auction tool free of charge if the following requirements are satisfied:
  - (a) the ~~Registered Participant~~registered participant has signed and delivered a completed

form included in the ~~Information System Rules~~information system rules identifying the person(s) for which the user account(s) in the ~~Auction Tool~~auction tool shall be established, including any third parties authorised to act on behalf of the ~~Registered Participant~~registered participant for the purposes of return and transfer of ~~Long Term Transmission Right~~long-term transmission rights in accordance with Article 39 and Article 42; and

- (b) the ~~Registered Participant~~registered participant has fulfilled the requirements on authentication as set forth by the ~~Information System Rules~~information system rules published by the ~~Allocation Platform~~allocation platform; such requirements may include technology for authentication purposes.
2. The ~~Allocation Platform~~allocation platform shall confirm the creation of the user account or may send a refusal note to the ~~Registered Participant~~registered participant, at the latest, five (5) ~~Working Day~~working days after the receipt of the relevant signed and completed form by the ~~Registered Participant~~registered participant. The confirmation or refusal note shall be sent via electronic means as specified by the ~~Allocation Platform~~allocation platform on its website.
  3. The ~~Allocation Platform~~allocation platform shall send the duly justified refusal note if the requirements listed in paragraph 1 of this Article are not fulfilled and access to the ~~Auction Tool~~auction tool will not be granted.

#### *Article 17*

#### **Conclusion of additional financial terms**

The ~~Allocation Platform~~allocation platform may develop and publish additional standard financial terms to be accepted by the ~~Registered Participant~~registered participants. These additional financial terms may include provisions to enable joint collaterals for ~~long term~~long-term and other processes organized by the ~~Allocation Platform~~allocation platform in accordance with the ~~Participation Agreement~~participation agreement, as long as these additional financial terms comply with these ~~Allocation Rules~~allocation rules.

#### *Article 18*

#### **Regulatory and legal requirements**

It is the responsibility of each market participant to ensure that it complies with the national legislation (national and/or European), including requirements of any relevant competent authority, and obtained all necessary authorisations in connection with its participation in ~~Auction~~auctions or in transfer and the use of ~~Long Term Transmission Right~~long-term transmission rights and continue to maintain the said authorisation and comply with the relevant legislation throughout its participation in ~~Auction~~auctions. It is notably the responsibility of the market participant to comply with the requirements set out in Article 15.

## CHAPTER 3 Collaterals

### Article 19

#### General provisions

1. Registered ~~p~~Participants shall provide collaterals in order to secure payments to the ~~Allocation Platform~~allocation platform resulting from ~~Auction~~auctions of ~~Long-Term-Transmission Right~~long-term transmission rights and, where applicable, potential other payments falling due under the additional financial terms in accordance with Article 17.
2. Only the following forms of collaterals shall be accepted:
  - (a) a ~~Bank-Guarantee~~bank guarantee;
  - (b) a cash deposit in a dedicated ~~Business-Account~~business account.
3. Collaterals may be provided in one of the forms mentioned in paragraph 2 of this Article or a combination of these forms, provided that the ~~Allocation Platform~~allocation platform is entitled as beneficiary to the full collateral.
4. Credit ~~l~~imit shall always be greater or equal to zero.
5. The collaterals shall be provided in Euros (€).

### Article 20

#### Form of cash deposit

1. For collaterals that are provided in the form of a cash deposit in a dedicated ~~Business Account~~business account the following conditions shall apply:
  - (a) the money shall be deposited in a dedicated ~~Business-Account~~business account at a financial institution selected by the ~~Allocation Platform~~allocation platform, and the registered participant shall pay all the amounts and payments to the business account from an account in its name with a credit institution based in the European Economic Area, Switzerland, United Kingdom, or a country in which the allocation platform performs cross border auction services. The registered participant is obliged to select a financial institution which is subject to customer due diligence standards that are not less than those laid down in Directive (EU) 2015/849 as amended and which complies with them accordingly;
  - (b) the dedicated ~~Business-Account~~business account shall be opened and used in accordance with additional financial terms to be concluded between the ~~Allocation Platform~~allocation platform, or where relevant the financial institution and the ~~Registered-Participant~~registered participant and shall only be used for ~~Auction~~auction purposes;
  - (c) until withdrawal as permitted by the following provisions of Article 26, the cash deposit in the dedicated ~~Business-Account~~business account belongs to the ~~Registered~~

~~Participant~~registered participant if not stated otherwise in the additional financial terms in accordance with Article 17;

- (d) withdrawals from the dedicated ~~Business Account~~business account pursuant to Article 24 and Article 26 may be made solely on the instruction of the ~~Allocation Platform~~allocation platform;
- (e) the dedicated ~~Business Account~~business account may be used in addition for settlement as set forth in Article 65 upon request of the ~~Allocation Platform~~allocation platform; and
- (f) interest on the amount deposited in the dedicated ~~Business Account~~business account shall accrue for the benefit of the ~~Registered Participant~~registered participant, after deduction of taxes and bank charges if any.

#### Article 21

#### Form of ~~Bank Guarantee~~bank guarantee

1. Collaterals that are provided in the form of a ~~Bank Guarantee~~bank guarantee shall comply with the following specifications:
  - (a) the ~~Bank Guarantee~~bank guarantee shall be provided in the form of the template that is available on the website of the ~~Allocation Platform~~allocation platform and updated from time to time or in a form that substantially follows the template. Alternatively, the bank guarantee shall be provided via SWIFT (Society for Worldwide Interbank Financial Telecommunication or any successor provider of such telecommunication services) and the fees of the receiving bank shall be covered by the registered participant;
  - (b) the ~~Bank Guarantee~~bank guarantee shall be written in English;
  - (c) the ~~Bank Guarantee~~bank guarantee covers all ~~Auction~~auctions organized by the ~~Allocation Platform~~allocation platform subject to these ~~Allocation Rules~~allocation rules;
  - (d) the ~~Bank Guarantee~~bank guarantee shall allow partial and multiple drawing by the ~~Allocation Platform~~allocation platform, up to the maximum amount guaranteed;
  - (e) the ~~Bank Guarantee~~bank guarantee shall provide for payment upon first request of the ~~Allocation Platform~~allocation platform. It shall further provide that, if the ~~Allocation Platform~~allocation platform calls upon the ~~Bank Guarantee~~bank guarantee, the bank shall pay automatically without any other condition than the receipt of a written demand by registered letter from the ~~Allocation Platform~~allocation platform;
  - (f) the ~~Bank Guarantee~~bank guarantee shall be irrevocable, unconditional and non-transferable;
  - (g) the ~~Bank Guarantee~~bank guarantee shall either include handwritten signature(s) or qualified electronic signature(s) (QES) from the issuing Bank. In the event the ~~Bank Guarantee~~bank guarantee is signed with qualified electronic signature(s) (QES), all the following amendments shall be signed with a qualified electronic signature(s) (QES);
  - (h) the bank issuing the ~~Bank Guarantee~~bank guarantee shall be permanently established, including via a branch in the European Economic Area, Switzerland, United Kingdom or a country in which the allocation platform performs cross border auction services ~~a EU~~

~~member state, European Economic Area or Switzerland;~~

- (i) the bank issuing the ~~Bank Guarantee~~bank guarantee or the financial group it belongs to shall have a ~~long-term~~long-term credit rating of not less than BBB+ by Standard and Poor's Corporation, BBB+ by Fitch or Baa1 by Moody's Investors Service Inc. If the rating requirement is not fulfilled by the issuing bank itself but by the financial group to which it belongs, the issuing bank shall provide the ~~Allocation Platform~~allocation platform with a parental guarantee or an equivalent document issued by the financial group. If the issuing bank or the financial group, the issuing bank belongs to ceases to have the required ~~long-term~~long-term credit rating, the ~~Registered Participant~~registered participant shall within five (5) ~~Working Day~~working days submit to the ~~Allocation Platform~~allocation platform a substitute ~~Bank Guarantee~~bank guarantee by a bank complying with the required ~~long-term~~long-term credit rating or replace the ~~Bank Guarantee~~bank guarantee by deposit. If there are industry-wide downgrades of financial institutions, the ~~Allocation Platform~~allocation platform may investigate what the new standards are and, if deemed necessary, decrease the required rating for a limited period of time, informing TSOs, who shall then inform the relevant ~~the relevant~~ regulatory authorities;
- (j) the bank issuing the ~~Bank Guarantee~~bank guarantee shall not be an ~~Affiliate~~affiliate of the ~~Registered Participant~~registered participant for which the ~~Bank Guarantee~~bank guarantee is issued.



2. A ~~Bank Guarantee~~bank guarantee shall contain the following:
  - (a) a maximum amount guaranteed;
  - (b) the ~~Allocation Platform~~allocation platform's identification as beneficiary, as specified on the website of the ~~Allocation Platform~~allocation platform;
  - (c) the ~~Allocation Platform~~allocation platform's bank account, as specified on the website of the ~~Allocation Platform~~allocation platform;
  - (d) the ~~Allocation Platform~~allocation platform's bank's address, as specified on the website of the ~~Allocation Platform~~allocation platform;
  - (e) the ~~Registered Participant~~registered participant's full identification, including name, address, commercial/company register;
  - (f) full identification of the providing bank; and
  - (g) the validity time.
3. The ~~Registered Participant~~registered participant shall submit the ~~Bank Guarantee~~bank guarantee at least four (4) ~~Working Day~~working days before the ~~Bidding Period~~bidding period closure of the ~~Auction~~auction for which it shall be used as collateral or otherwise, it shall be considered for the subsequent ~~Auction~~auctions.
4. The ~~Allocation Platform~~allocation platform shall accept the ~~Bank Guarantee~~bank guarantee provided by a ~~Registered Participant~~registered participant if the ~~Bank Guarantee~~bank guarantee is provided in line with the specifications set out in paragraph 1 to 2 of this Article and, in the event the ~~Bank Guarantee~~bank guarantee includes handwritten signature(s), the original of the ~~Bank Guarantee~~bank guarantee has been received by the ~~Allocation Platform~~allocation platform.
5. The ~~Allocation Platform~~allocation platform shall confirm the acceptance of the ~~Bank Guarantee~~bank guarantee or send a refusal note to the ~~Registered Participant~~registered participant, at the latest, four (4) ~~Working Day~~working days after the receipt of the original of the ~~Bank Guarantee~~bank guarantee. The confirmation or refusal note shall be sent via electronic means as specified by the ~~Allocation Platform~~allocation platform on its website. The refusal note shall include reasoning for refusal.

#### Article 22

#### Validity and renewal of the ~~Bank Guarantee~~bank guarantee

1. Collaterals in the form of a ~~Bank Guarantee~~bank guarantee shall be valid for the minimum periods as follows:
  - (a) for product(s) with a duration of more than one month, until at least thirty (30) calendar days after the end of each next calendar month within the ~~Product Period~~product period(s);
  - (b) for product(s) with a duration of one month, until at least thirty (30) calendar days after the end of the ~~Product Period~~product period(s); and
  - (c) for product(s) with a duration of less than one month, until at least sixty (60) calendar days after the end of the ~~Product Period~~product period(s).

2. The ~~Registered Participant~~ registered participant shall replace or renew the collaterals in form of a ~~Bank Guarantee~~ bank guarantee to fulfil the requirements of paragraph 1 of this Article at least four (4) ~~Working Day~~ working days before the expiry of the validity of the collaterals.

*Article 23*  
**Credit Limit**

1. The ~~Allocation Platform~~ allocation platform shall calculate and continuously update the ~~Credit Limit~~ credit limit of each ~~Registered Participant~~ registered participant in respect of each subsequent ~~Auction~~ auction. The ~~Credit Limit~~ credit limit shall be equal to the amount of the collaterals in place minus any outstanding payment obligations. In case of a ~~Bank Guarantee~~ bank guarantee such ~~Bank Guarantee~~ bank guarantee shall be only considered if the requirements in Article 22 related to its validity for the respective ~~Auction~~ auction are fulfilled. The ~~Allocation Platform~~ allocation platform shall make this information available to each ~~Registered Participant~~ registered participant individually through the ~~Auction Tool~~ auction tool.
2. Outstanding payment obligations are calculated according to Article 63 subject to additional rules in paragraph 3 to 5 of this Article and in Article 34.
3. For the purpose of the ~~Credit Limit~~ credit limit calculation, outstanding payment obligations shall be increased to include the taxes and levies in force subject to Article 64.
4. Reduction ~~p~~Periods are taken into consideration for the calculation of the ~~Credit Limit~~ credit limit as set forth in Article 63.
5. Maximum payment obligations for a ~~Registered Participant~~ registered participant resulting from its ~~Bid~~ bid(s) registered at the closure of the ~~Bidding Period~~ bidding period, calculated according to Article 34, shall be considered provisionally as the outstanding payment obligations. From the publication of the provisional ~~Auction~~ auction results until the moment when the ~~Auction~~ auction ~~r~~Results become final the due amount notified according to Article 36 paragraph 3(b) and (c) shall be provisionally considered as outstanding payment obligations for ~~Credit Limit~~ credit limit calculation for any concurrent ~~Auction~~ auction. The ~~Credit Limit~~ credit limit shall be revised based on the actual allocated ~~Long Term Transmission Right~~ long-term transmission rights when the provisional ~~Auction~~ auction results are published as described in CHAPTER 4.

*Article 24*  
**Modifications of the collaterals**

1. A ~~Registered Participant~~ registered participant may request in written form an increase of the collaterals in form of a ~~Bank Guarantee~~ bank guarantee, a decrease of the collaterals in form of a ~~Bank Guarantee~~ bank guarantee and/or cash deposit or change of the form of the collaterals at any time in accordance to paragraphs 2 and 3 of this Article.
2. A decrease of the collaterals of a ~~Registered Participant~~ registered participant shall only be allowed if the ~~Credit Limit~~ credit limit after applying the requested decrease of the collaterals would be greater than or equal to zero.

3. The ~~Allocation Platform~~allocation platform shall accept the modification of the collaterals if the request for a modification of collaterals is compliant with the condition set out in paragraph 2 of this Article in case of a decrease or with the conditions set out in Article 21 and Article 22 in case of an increase of collaterals in the form of a ~~Bank Guarantee~~bank guarantee and in case of a change in the form of the collaterals from cash on deposit to ~~Bank Guarantee~~bank guarantee.
4. The modification of the collaterals shall become valid and effective only when the ~~Allocation Platform~~allocation platform has made the requested modification of the collaterals of the ~~Registered Participant~~registered participant within the ~~Auction~~auction tool.
5. The ~~Allocation Platform~~allocation platform shall assess the request for modification of collaterals and confirm the acceptance or send a refusal note to the ~~Registered Participant~~registered participant, at the latest, four (4) ~~Working Day~~working days after the receipt of the request. The confirmation or refusal note shall be sent via electronic means as specified by the ~~Allocation Platform~~allocation platform on its website. The refusal note shall include reasoning for refusal.

*Article 25*  
**Collateral incident**

1. A collateral incident occurs in the following cases:
  - (a) the collaterals are insufficient to secure the amount due for the ~~Long-Term Transmission Right~~long-term transmission rights held by a ~~Registered Participant~~registered participant on the next payment date as set forth in Article 65 considering the amount and the validity of the collaterals; or
  - (b) the collaterals are not renewed in accordance with Article 22 paragraph 2; or
  - (c) the collaterals are not restored after a payment incident in accordance with Article 26 or new collateral was provided that is not compliant with the conditions specified in Article 19(3), Article 20 and Article 21.
2. The ~~Allocation Platform~~allocation platform shall notify the collaterals incident to the ~~Registered Participant~~registered participant by electronic means as specified by the ~~Allocation Platform~~allocation platform on its website. The ~~Registered Participant~~registered participant shall increase its collaterals within two (2) ~~Working Day~~working days from sending of the notification if this is done during ~~Working Hour~~working hours or two (2) ~~Working Day~~working days starting from the next ~~Working Day~~working day if sent after ~~Working Hour~~working hours. If the collaterals provided by the ~~Registered Participant~~registered participant remains insufficient after this period, the ~~Allocation Platform~~allocation platform may suspend or terminate the ~~Participation Agreement~~participation agreement in accordance with Article 71 and Article 72.

*Article 26*  
**Calls on collaterals**

1. The ~~Allocation Platform~~allocation platform is entitled to call upon collaterals of a ~~Registered Participant~~registered participant in the event of a registered payment incident in accordance with Article 67.

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2. The ~~Registered Participant~~registered participant shall restore its collaterals after a payment incident or collaterals incident by following the conditions as set forth in Article 19(3), Article 20 and Article 21 unless the ~~Participation Agreement~~participation agreement is suspended or terminated in accordance with Article 71 and Article 72.

## CHAPTER 4 Auctions

### Article 27

#### General provisions for ~~Auction~~ auctions

1. The ~~Allocation Platform~~ allocation platform shall allocate ~~Long Term Transmission Right~~ long-term transmission rights to ~~Registered Participant~~ registered participants by way of ~~e~~Explicit Allocation allocation. Prior to the ~~Auction~~ auction the ~~Allocation Platform~~ allocation platform shall publish ~~Auction Specification~~ auction specifications on its website.
2. The ~~Auction~~ auctions shall be organised via the ~~Auction Tool~~ auction tool. Each ~~Registered Participant~~ registered participant fulfilling the requirements for participating in the ~~Auction~~ auction may place ~~Bid~~ bids in the ~~Auction Tool~~ auction tool until the relevant deadline for placing ~~Bid~~ bids in the specific ~~Auction~~ auction expires according to the respective ~~Auction Specification~~ auction specification.
3. After the relevant deadline for placing ~~Bid~~ bids in the specific ~~Auction~~ auction has expired, the ~~Allocation Platform~~ allocation platform shall evaluate the ~~Bid~~ bids including against the respective ~~Credit Limit~~ credit limits of the ~~Registered Participant~~ registered participants. The results of the ~~Auction~~ auction will be notified to ~~Registered Participant~~ registered participants via the ~~Auction Tool~~ auction tool.
4. The ~~Allocation Platform~~ allocation platform shall provide information on forthcoming ~~Auction~~ auctions by publishing on its website a provisional ~~Auction~~ auction calendar with the dates of ~~Auction~~ auctions reasonably in advance before the ~~Auction~~ auctions take place. For standard ~~Forward Capacity Allocation~~ forward capacity allocation timeframes specified in Article 28(1) a provisional ~~Auction~~ auction calendar for each calendar year shall be published no later than 1 December of the year preceding including provisional information on the form of the product, ~~Product Period~~ product period and ~~Bidding Period~~ bidding period.

### Article 28

#### Capacity ~~Allocation~~ allocation timeframe and form of product

1. The standard ~~Forward Capacity Allocation~~ forward capacity allocation timeframes, subject to product availability, are defined as follows:
  - (a) yearly timeframe: it starts on the first day and ends on the last day of a calendar year; and
  - (b) monthly timeframe: it starts on the first day and ends on the last day of a calendar month.
2. For the standard timeframes listed in paragraph 1 and subject to ~~Cross-Zonal Capacity~~ cross zonal capacity availability, the ~~Allocation Platform~~ allocation platform shall organise by default at least one ~~Auction~~ auction per year for the yearly timeframe and one ~~Auction~~ auction per month for the monthly timeframe. For the avoidance of doubt, this shall not exclude the possibility to perform a joint ~~Auction~~ auction of ~~Cross-Zonal Capacity~~ cross zonal capacity of several ~~oriented~~ bidding zones, borders and directions.

3. The standard form of the ~~Auction~~auction product shall be a base product by which a fixed amount of MW throughout the ~~Product Period~~product period is allocated subject to announced ~~Reduction Period~~reduction periods.
4. Additional timeframes and/or an additional form of products other than the standard products and timeframes described in paragraph 1, 2 and 3 of this Article may be offered.

Article 29  
Auction ~~s~~Specification

1. The ~~Allocation Platform~~allocation platform shall publish a provisional version of the ~~Auction Specification~~auction specification and a final version of the ~~Auction Specification~~auction specification as set forth in paragraphs 2 to 3 of this Article.
2. For yearly ~~Auction~~auctions the ~~Allocation Platform~~allocation platform shall publish the provisional and the final ~~Auction Specification~~auction specification no later than one (1) week and for any other shorter ~~Capacity~~capacity ~~Allocation~~allocation timeframe no later than two (2) ~~Working Day~~working days before the end of the ~~Bidding Period~~bidding period of an ~~Auction~~auction. The provisional ~~Auction Specification~~auction specification shall state in particular:
  - (a) the code identifying the ~~Auction~~auction in the ~~Auction Tool~~auction tool;
  - (b) type of ~~Long-Term Transmission Right~~long-term transmission rights;
  - (c) ~~the Capacity~~capacity ~~Allocation~~allocation timeframe (e.g. yearly, monthly or other, as described in Article 28);
  - (d) ~~the~~ form of product (e.g. base, peak, off-peak as described in Article 28);
  - (e) ~~an~~ identification of the ~~oriented~~ bidding zone border(s);
  - (f) ~~the~~ deadline for return of the ~~Long-Term Transmission Right~~long-term transmission rights allocated in previous ~~Auction~~auctions for the respective ~~oriented~~ bidding zone border(s).
  - (g) the ~~Product Period~~product period;
  - (h) ~~the Reduction Period~~reduction period(s) associated with the ~~Product Period~~product period ~~when if~~ applicable;
  - (i) the ~~Bidding Period~~bidding period;
  - (j) the deadline for the publication of the provisional ~~Auction~~auction results;
  - (k) the contestation period in accordance with Article 37;
  - (l) the provisional ~~Offered~~offered ~~Capacity~~capacity which shall not include ~~Cross-Zonal Capacity~~cross zonal capacity released via return of ~~Long-Term Transmission Right~~long-term transmission rights and ~~Cross-Zonal Capacity~~cross zonal capacity released in accordance with Article 71 and Article 72.
  - (m) any other relevant information or terms applicable to the product or the ~~Auction~~auction.
3. Not earlier than four (4) hours after ~~the~~ publication of the provisional ~~Auction Specification~~auction specification, the ~~Allocation Platform~~allocation platform shall publish the final ~~Auction Specification~~auction specification for that ~~Auction~~auction stating the final ~~Offered~~offered ~~Capacity~~capacity and any other update of relevant information or terms applicable to the product or the ~~Auction~~auction.
4. The final ~~Offered~~offered ~~Capacity~~capacity shall consist of:
  - (a) the provisional ~~Offered~~offered ~~Capacity~~capacity;
  - (b) the ~~available~~ ~~Cross-Zonal Capacity~~cross zonal capacity already allocated to ~~Registered Participant~~registered participants for which a valid request for return of ~~Long-Term Transmission Right~~long-term transmission rights has been submitted for this

| ~~Auction~~uction in accordance with Article 38 and Article 39; and



~~(c) the available Cross-Zonal Capacity already allocated to Registered Participants which will be reallocated as a result of suspension or termination in accordance with Article 71 and Article 72.~~

5. The ~~Allocation Platform~~allocation platform shall publish the format of the bids to be used.

#### *Article 30*

#### **Reduction ~~p~~Periods of ~~Offered~~offered Capacitycapacity**

1. The ~~Allocation Platform~~allocation platform may announce one or more ~~Reduction Period~~reduction periods in the ~~Auction Specification~~auction specification. In this case, the ~~Auction Specification~~auction specification shall include for each ~~Reduction Period~~reduction period information on the duration of the ~~Reduction Period~~reduction period and the amount of ~~Offered~~offered Capacitiescapacities.
2. For the avoidance of doubt, ~~Reduction Period~~reduction periods do not apply to already allocated ~~Long-Term Transmission Right~~long-term transmission rights and shall not be considered for any purpose including compensation as a curtailment according to CHAPTER 9.

#### *Article 31*

#### **Bids submission**

1. The ~~Registered Participant~~registered participant shall submit a ~~Bid~~bid or set of ~~Bids~~bids to the ~~Allocation Platform~~allocation platform in accordance with following requirements:
  - (a) it shall be submitted electronically using the ~~Auction Tool~~auction tool and during the ~~Bidding Period~~bidding period as specified in the ~~Auction Specification~~auction specification;
  - (b) it shall identify the ~~Auction~~auction via an identification code as specified in Article 29 paragraph 2 (a);
  - (c) it shall identify the ~~Registered Participant~~registered participant submitting the ~~Bid~~bid through its EIC code;
  - (d) it shall identify the ~~oriented~~ bidding zones border ~~and the direction~~ for which the ~~Bid~~bid is submitted;
  - (e) it shall state the ~~Bid Price~~bid price, which shall be different for each ~~Bid~~bid of the same ~~Registered Participant~~registered participant, exclusive of taxes and levies, in Euros per MWh for ~~each one hour MTU~~ of the ~~Product Period~~product period, i.e. ~~Euro~~EUR/MWh ~~per and hour~~MTU, expressed to a maximum of two (2) decimal places, and equal to or greater than zero;
  - (f) it shall state the ~~Bid Quantity~~bid quantity in full MW which must be expressed without decimals.
2. The ~~Registered Participant~~registered participant may modify its previously registered ~~Bid~~bid or set of ~~Bids~~bids at any time during the ~~Bidding Period~~bidding period including its cancellation. In case the ~~Bid~~bid has been modified only the last valid modification of the ~~Bid~~bid or set of ~~Bids~~bids shall be taken into account for the ~~Auction~~auction results determination.

3. If a ~~Bid Quantity~~bid quantity, or a quantity calculated as a sum of the ~~Bid Quantity~~bid quantity for several ~~Bid bids~~ submitted for the same ~~Auction~~auction, by a ~~Registered Participant~~registered participant exceeds the ~~Offered~~offered Capacity announced in the final ~~Auction Specification~~auction specification, this ~~Bid bid~~ or these ~~Bid bids~~ shall be completely rejected. Where a modification of previously submitted ~~Bid bids~~ results in exceeding the ~~Offered~~offered Capacity, the modification shall be rejected and the previously registered ~~Bid bids~~ will stand.
  
4. If a ~~Bid Quantity~~bid quantity or a quantity calculated as a sum of the ~~Bid Quantity~~bid quantity for several ~~Bid bids~~ submitted for the same ~~Auction~~auction by a ~~Registered Participant~~registered participant exceeds the relevant ~~Offered~~offered Capacity announced after the ~~Bid bids~~ submission, the ~~Bid bids~~ with the lowest ~~Bid Price~~bid price will be rejected one (1) by one (1) until the total allowed ~~Bid Quantity~~bid quantity is lower than or equal to the ~~Offered~~offered Capacity.

The above mentioned process shall apply to all forms of an ~~Auction~~auction product and all ~~Forward-Capacity Allocation~~forward capacity allocation timeframes.

*Article 32*  
**Bid registration**

1. The ~~Allocation Platform~~allocation platform shall not register a ~~Bid bid~~ that:
  - (a) does not comply with the requirements of Article 31; or
  - (b) is submitted by a ~~Registered Participant~~registered participant who is suspended in accordance with Article 71.
  
2. Provided that a ~~Bid bid~~ or a set of ~~Bid bids~~ fulfils the requirements set forth in Article 31, the ~~Allocation Platform~~allocation platform shall confirm to the ~~Registered Participant~~registered participant that such ~~Bid bid~~(s) have been correctly registered by an acknowledgment of receipt via the ~~Auction Tool~~auction tool. If the ~~Allocation Platform~~allocation platform does not issue an acknowledgment of receipt for a ~~Bid bid~~, such ~~Bid bid~~ shall be deemed not to have been registered.
  
3. The ~~Allocation Platform~~allocation platform shall notify a ~~Registered Participant~~registered participant whose ~~Bid bid~~ is rejected as invalid and the reason for this rejection, without undue delay after the ~~Bid bid~~ is rejected.
  
4. The ~~Allocation Platform~~allocation platform shall maintain a record of all valid ~~Bid bids~~ received.
  
5. Each valid ~~Bid bid~~ registered at closure of the ~~Bidding Period~~bidding period shall constitute an unconditional and irrevocable offer by the ~~Registered Participant~~registered participant to buy ~~Long Term Transmission Right~~long-term transmission rights up to the ~~Bid Quantity~~bid quantity and at prices up to the ~~Bid Price~~bid price and under the terms and conditions of these ~~Allocation Rules~~allocation rules and the relevant ~~Auction Specification~~auction specification.

*Article 33*

## Default Bidbid

1. The ~~Registered Participant~~ registered participant has the option to place default ~~Bidbids~~ for ~~Auction~~ auctions.
2. A default ~~Bidbid~~, once identified as such by the ~~Registered Participant~~ registered participant, shall apply automatically to each subsequent relevant ~~Auction~~ auction as defined by the ~~Registered Participant~~ registered participant when placing the default ~~Bidbid~~. At the opening of a relevant ~~Bidding Period~~ bidding period, the registered default ~~Bidbid~~ shall be considered as a ~~Bidbid~~ submitted by the ~~Registered Participant~~ registered participant for the relevant ~~Auction~~ auction. This ~~Bidbid~~ shall be considered as a delivered ~~Bidbid~~ when the ~~Allocation Platform~~ allocation platform sends an acknowledgment of receipt to the ~~Registered Participant~~ registered participant.
3. If a default ~~Bid Quantity~~ bid quantity or a quantity calculated as a sum of the ~~Bid Quantity~~ bid quantity for several default ~~Bidbids~~ submitted for the same ~~Auction~~ auction by a ~~Registered Participant~~ registered participant exceeds the final ~~Offered~~ offered Capacity capacity, the ~~Bidbids~~ with the lowest ~~Bid Price~~ bid price shall be rejected one (1) by one (1) until the total allowed ~~Bid Quantity~~ bid quantity is lower than or equal to the ~~Offered~~ offered Capacity capacity.
4. A ~~Registered Participant~~ registered participant who wants to modify a default ~~Bidbid~~ for a future ~~Auction~~ auction shall change the ~~Bid Quantity~~ bid quantity and the ~~Bid Price~~ bid price of its default ~~Bidbids~~ before the applicable ~~Auction~~ auction Bidding Period bidding period opening.
5. A ~~Registered Participant~~ registered participant not wishing to submit the default ~~Bidbid~~ on the ~~Auction Tool~~ auction tool for future ~~Auction~~ auctions can cancel its default ~~Bidbids~~ before the subsequent ~~Auction~~ auction Bidding Period bidding period opening.

## Article 34

### Credit ~~Limit~~ verification

1. Upon submission by a ~~Registered Participant~~ registered participant of a ~~Bidbid~~ or ~~a~~ a set of ~~Bidbids~~ to the ~~Auction Tool~~ auction tool the ~~Allocation Platform~~ allocation platform shall check whether the maximum payment obligations (MPO) connected with that ~~Registered Participant~~ registered participant's registered ~~Bidbid(s)~~ calculated according to paragraphs 4 and 5 of this Article at the time of ~~Bidbid(s)~~ submission exceed the ~~Credit Limit~~ credit limit. If the maximum payment obligation connected with such registered ~~Bidbids~~ exceeds ~~s~~ the ~~Credit Limit~~ credit limit, the ~~Allocation Platform~~ allocation platform shall issue automatically via the ~~Auction Tool~~ auction tool a warning to the ~~Registered Participant~~ registered participant to modify the ~~Credit Limit~~ credit limit. ~~Bidbids~~ shall not be rejected automatically if the maximum payment obligation attributed to registered ~~Bidbids~~ exceeds the ~~Credit Limit~~ credit limit at ~~Bidbid~~ submission but only after the process described in paragraph 2 of this Article.
2. At closure of the ~~Bidding Period~~ bidding period the ~~Allocation Platform~~ allocation platform shall check again whether the maximum payment obligations connected with registered ~~Bidbids~~ calculated according to paragraph 5 of this Article exceed the ~~Credit Limit~~ credit limit. If the maximum payment obligations connected with these ~~Bidbids~~ exceed the ~~Credit Limit~~ credit limit, these ~~Bidbids~~, starting with the ~~Bidbid~~ with the lowest ~~Bid Price~~ bid price, shall be one (1) by one (1) excluded, until the maximum payment obligations are less than

or equal to the ~~Credit Limit~~ credit limit.

3. The ~~Allocation Platform~~ allocation platform shall indicate insufficient collaterals as the reason for the ~~Bidbid~~ exclusion in the ~~Auction~~ auction results notification to the ~~Registered Participant~~ registered participant.
4. The ~~Allocation Platform~~ allocation platform shall continuously assess all the ~~Bidbids~~ irrespectively to which ~~Auction~~ auction and with regard to which ~~oriented~~ bidding zone border ~~and direction~~ they are submitted. In case of ~~Bidbids~~ connected with various and overlapping ~~Auction~~ auctions the ~~Allocation Platform~~ allocation platform shall consider all calculated maximum payment obligations as outstanding payment obligations according to Article 23.
5. For the calculation of the maximum payment obligations related to ~~one each oriented~~ bidding zone border ~~and direction~~ the ~~Allocation Platform~~ allocation platform shall sort the registered ~~Bidbids~~ of a ~~Registered Participant~~ registered participant by ~~Bid Price~~ bid price in descending order (merit-order). ~~Bidbid~~ 1 shall be the ~~Bidbid~~ with the highest ~~Bid Price~~ bid price and ~~Bidbid~~ n shall be the ~~Bidbid~~ with the lowest ~~Bid Price~~ bid price. The ~~Allocation Platform~~ allocation platform shall calculate the maximum payment obligations according to the following equation:

$$MPO = \sum_{MTU} \text{Max} \left[ \text{Bid Price}(1) * \text{Bid Quantity}(1); \text{Bid Price}(2) * \sum_{i=1}^2 \text{Bid Quantity}(i); \dots; \text{Bid Price}(n-1) * \sum_{i=1}^{n-1} \text{Bid Quantity}(i); \text{Bid Price}(n) * \sum_{i=1}^n \text{Bid Quantity}(i) \right]$$

$$MPO = \sum_{hours} \text{Max} \left[ \text{Bid Price}(1) * \text{Bid Quantity}(1); \text{Bid Price}(2) * \sum_{i=1}^2 \text{Bid Quantity}(i); \dots; \text{Bid Price}(n-1) * \sum_{i=1}^{n-1} \text{Bid Quantity}(i); \text{Bid Price}(n) * \sum_{i=1}^n \text{Bid Quantity}(i) \right]$$

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6. When calculating the maximum payment obligations according to paragraph 5 of this Article, the ~~Allocation Platform~~ allocation platform shall also take the following into account:
  - (a) if applicable, for each individual ~~hour-MTU~~ of the ~~Reduction Period~~ reduction period the maximum quantity of ~~Long-Term Transmission Right~~ long-term transmission rights which can be allocated to the ~~Registered Participant~~ registered participant during the ~~Reduction Period~~ reduction period;
  - (b) ~~the~~ increase of the maximum payment obligations with applicable taxes and levies in force subject to Article 64; and
  - (c) in respect of ~~Long-Term Transmission Right~~ long-term transmission rights with a ~~Product Period~~ product period of one (1) or more months, one (1) or two (2) monthly instalments respectively should be secured in compliance with ~~the~~ due amount calculation according to Article 63(5).

Article 35

**Auction Results Determination**

1. After the expiration of the ~~Bidding Period~~ bidding period for an ~~Auction~~ auction and the ~~Credit Limit~~ credit limit verification pursuant to Article 34, the ~~Allocation Platform~~ allocation platform shall determine the ~~Auction~~ auction results and allocate the ~~Long Term Transmission Right~~ long-term transmission rights in accordance with this Article.
2. The ~~Auction~~ auction results determination shall include the following:
  - (a) determination of the total quantity of the allocated ~~Long Term Transmission Right~~ long-term transmission rights per oriented bidding zone border ~~and direction~~;
  - (b) identification of winning ~~Bid~~ bids to be fully or partially satisfied; and
  - (c) determination of the ~~Marginal Price~~ marginal price per oriented bidding zone border ~~and direction~~.
3. The ~~Allocation Platform~~ allocation platform shall determine the ~~Auction~~ auction results using an optimisation function aiming at maximisation of the sum of the ~~Registered Participant~~ registered participants' Surplus and the Congestion Income generated by the winning ~~Bid~~ bids while respecting the constraints of the optimisation function in form of relevant ~~Offered~~ offered Capacities capacities. The ~~Allocation Platform~~ allocation platform shall publish additional explanatory information on the optimisation function of the algorithm on its website.
4. The ~~Allocation Platform~~ allocation platform shall determine the ~~Marginal Price~~ marginal price at each oriented bidding zone border ~~and direction~~ based on the following criteria:
  - (a) if the total quantity of ~~Cross Zonal Capacity~~ cross zonal capacity for which valid ~~Bid~~ bids have been submitted is lower than or equal to the relevant ~~Offered~~ offered Capacity capacity for the relevant ~~Auction~~ auction, then the ~~Marginal Price~~ marginal price shall be zero;
  - (b) if the total quantity of ~~Cross Zonal Capacity~~ cross zonal capacity for which valid ~~Bid~~ bids have been submitted exceeds the relevant ~~Offered~~ offered Capacity capacity for the relevant ~~Auction~~ auction, the ~~Marginal Price~~ marginal price shall be set at the lowest ~~Bid~~ bid(s) ~~Price~~ price(s) allocated in full or in part using the respective ~~Offered~~ offered Capacities capacities.
5. If two (2) or more ~~Registered Participant~~ registered participants have submitted for one oriented bidding zone border ~~and direction~~ valid ~~Bid~~ bids with the same ~~Bid Price~~ bid price, that cannot be accepted in full for the total requested quantity of ~~Long Term Transmission Right~~ long-term transmission rights, the ~~Allocation Platform~~ allocation platform shall determine the winning ~~Bid~~ bids and the quantity of the allocated ~~Long Term Transmission Right~~ long-term transmission rights per ~~Registered Participant~~ registered participant as follows:
  - (a) the ~~Cross Zonal Capacity~~ cross zonal capacity available for the ~~Bid~~ bids which set the ~~Marginal Price~~ marginal price shall be divided equally between the number of the ~~Registered Participant~~ registered participants which submitted these ~~Bid~~ bids;
  - (b) in case the quantity of ~~Long Term Transmission Right~~ long-term transmission rights

- requested by a ~~Registered Participant~~registered participant at ~~Marginal Price~~marginal price is lower than or equal to the share calculated according to item (a) above, the request of this ~~Registered Participant~~registered participant shall be fully satisfied;
- (c) in case the requested quantity of ~~Long Term Transmission Right~~long-term transmission rights by a ~~Registered Participant~~registered participant at ~~Marginal Price~~marginal price exceeds the share calculated according to item (a) above, the request of this ~~Registered Participant~~registered participant shall be satisfied up to the amount of the share as calculated according to item (a) above;
- (d) any remaining ~~Cross-Zonal Capacity~~cross zonal capacity after the allocation according to items (b) and (c) shall be divided by the number of the ~~Registered Participant~~registered participants whose requests have not been fully satisfied and allocated to them applying the process described in items (a), (b) and (c) above.
6. Where a ~~Reduction Period~~reduction period is indicated in the ~~Auction Specification~~auction specification for an ~~Auction~~auction, the ~~Allocation Platform~~allocation platform shall determine the ~~Auction~~auction results in accordance with the provisions of paragraphs 3 to 5 of this Article, modified as follows:
- (a) winning ~~Bids~~ bids and ~~Marginal Price~~marginal prices for respective ~~oriented~~ bidding zone border ~~and direction~~ are determined according to paragraphs 3 to 5 of this Article;
- (b) for each ~~Reduction Period~~reduction period the quantity of ~~Long Term Transmission Right~~long-term transmission rights to be allocated to individual ~~Registered Participant~~registered participants shall be calculated on a pro-rata basis taking into account the quantity of ~~Long Term Transmission Right~~long-term transmission rights corresponding to the respective winning ~~Bids~~ bids of each ~~Registered Participant~~registered participant and the respective reduced ~~Offered~~offered Capacitiescapacities. The ~~Allocation Platform~~allocation platform shall publish on its website clarifications and examples concerning the calculation of the quantity of ~~Long Term Transmission Right~~long-term transmission rights to be allocated to individual ~~Registered Participant~~registered participants in the ~~Reduction Period~~reduction period.
7. Whenever the calculation set forth in paragraphs 3 to 6 of this Article does not result in a whole MW amount in accordance with Article 31 paragraph 1(f), the ~~Long Term Transmission Right~~long-term transmission rights shall be rounded down to the nearest full MW. The case when ~~Long Term Transmission Right~~long-term transmission rights allocated to individual ~~Registered Participant~~registered participants are equal to zero after rounding shall not impact the ~~Marginal Price~~marginal price determination.
8. The ~~Long Term Transmission Right~~long-term transmission rights are deemed to have been allocated to a ~~Registered Participant~~registered participant from the moment the ~~Registered Participant~~registered participant has been informed of the ~~Result~~results and the contestation period is closed in accordance with Article 37. In the event that the ~~Auction~~auction was not successfully performed, the fallback procedures as set forth in CHAPTER 8 shall apply.

#### Article 36

#### Notification of provisional ~~Auction~~auction results

1. The ~~Allocation Platform~~allocation platform shall publish on its website the provisional

~~Auction~~ results as soon as possible but not later than specified in the final ~~Auction Specification~~ auction specification.

2. The publication of the provisional ~~Auction~~ results for each oriented bidding zone border included in the ~~Auction~~ shall comprise at least the following data:
  - (a) total requested ~~Long Term Transmission Right~~ long-term transmission rights in MW;
  - (b) total allocated ~~Long Term Transmission Right~~ long-term transmission rights in MW;
  - (c) ~~Marginal Price~~ marginal price in Euros/MWh per hour;
  - (d) number of ~~Registered Participant~~ registered participants participating in the ~~Auction~~;
  - (e) list of names and number of ~~Registered Participant~~ registered participants who placed at least one winning ~~Bid~~ bid in the ~~Auction~~;
  - (f) list of registered ~~Bid~~ bids without identification of the ~~Registered Participant~~ registered participants (bid curve); and
  - (g) Congestion Income per bidding zone.
3. No later than 30 minutes after the publication of the provisional ~~Auction~~ results the ~~Allocation Platform~~ allocation platform shall make available via the ~~Auction Tool~~ auction tool to each ~~Registered Participant~~ registered participant who submitted a ~~Bid~~ bid to a specific ~~Auction~~ for each oriented bidding zone border included in the ~~Auction~~ at least the following data:
  - (a) allocated ~~Long Term Transmission Right~~ long-term transmission rights for each hour MTU of the ~~Product Period~~ product period in MW;
  - (b) ~~Marginal Price~~ marginal price in Euros/MWh per hour; and
  - (c) due amount for allocated ~~Long Term Transmission Right~~ long-term transmission rights in Euro s, rounded to two decimal places; and
  - (d) due amount for one monthly instalment for allocated ~~Long Term Transmission Right~~ long-term transmission rights in Euro, rounded to two decimal places, in the event that the ~~Product Period~~ product period is longer than one month.
4. In the event that the ~~Auction Tool~~ auction tool is unavailable, the ~~Allocation Platform~~ allocation platform shall inform the ~~Registered Participant~~ registered participants of the provisional ~~Auction~~ rResults in accordance with CHAPTER 8.

#### Article 37

#### Contestation of ~~Auction~~ rResults

1. Registered ~~p~~Participants shall check the ~~Auction~~ results and, where reasonably appropriate, may contest the ~~Auction~~ results within the contestation period set out in paragraph 2 of this Article. The ~~Allocation Platform~~ allocation platform shall only consider a contestation where the ~~Registered Participant~~ registered participant is able to demonstrate an error by the ~~Allocation Platform~~ allocation platform in the ~~Auction~~ results.
2. The ~~Registered Participant~~ registered participant may contest the ~~Auction~~ results within the deadline set out in the relevant ~~Auction Specification~~ auction specification but no later than two (2) ~~Working Day~~ working days after the provisional ~~Auction~~ results have been notified to the ~~Registered Participant~~ registered participant.

3. The contestation shall be notified to the ~~Allocation Platform~~allocation platform and headed as "contestation".
4. Any contestation shall contain the following:
  - (a) Date of contestation;
  - (b) identification of contested ~~Auction~~auction;
  - (c) identification of the ~~Registered Participant~~registered participant;
  - (d) name, e-mail address and telephone number of the ~~Registered Participant~~registered participant;
  - (e) detailed description of the facts and the reason for contestation; and
  - (f) evidence of erroneous ~~Auction~~auction results.;
5. The ~~Allocation Platform~~allocation platform shall notify its decision on the contestation to the ~~Registered Participant~~registered participant no later than four (4) ~~Working Day~~working days after the provisional ~~Auction~~auction results have been notified to the ~~Registered Participant~~registered participant.
6. At the end of the ~~fourth (4th) Working Day after the publication of the provisional Auction Results~~contestation period and unless an ~~Auction~~auction is cancelled, the provisional ~~Auction~~auction results shall be considered as final and binding with no further notification.



## CHAPTER 5

### Return of ~~Long Term Transmission Right~~long-term transmission rights

#### Article 38

#### General ~~p~~Provision

1. ~~Long Term Transmission Right~~long-term transmission right holder(s) may return some or all of their ~~Long Term Transmission Right~~long-term transmission rights to the ~~Allocation Platform~~allocation platform for reallocation at any subsequent ~~long-term~~long-term Auctionauction once the final ~~Auction~~auction results are published.
2. Returned ~~Long Term Transmission Right~~long-term transmission rights shall be a constant band of whole MW(s) over the specific timeframe of the subsequent ~~Auction~~auction. The ~~Auction~~auction at which the ~~Long Term Transmission Right~~long-term transmission rights were allocated and the subsequent ~~Auction~~auction to which the ~~Long Term Transmission Right~~long-term transmission rights are to be returned shall be for the same form of products.
3. The minimum volume for a returned ~~Long Term Transmission Right~~long-term transmission right shall be one (1) MW over the specific timeframe of the subsequent ~~Auction~~auction.
4. The ~~Allocation Platform~~allocation platform shall make the volumes of returned ~~Long Term Transmission Right~~long-term transmission rights available at the subsequent ~~long-term~~long-term Auctionauction, increasing the ~~Offered~~offered Capacitycapacity announced in the provisional ~~Auction Specification~~auction specification accordingly and equally for each ~~hour~~hour MTU of the ~~Product-Period~~product period. The same applies for where the ~~Offered~~offered Capacitycapacity announced in the provisional ~~Auction Specification~~auction specification for the subsequent ~~long-term~~long-term Auctionauction contains a ~~Reduction-Period~~reduction period.
5. If the returned ~~Long Term Transmission Right~~long-term transmission rights are rounded down in accordance with the process described in Article 35(7), the ~~Allocation Platform~~allocation platform shall remunerate the ~~m~~Market Pparticipant for the full amount of the returned ~~Long Term Transmission Right~~long-term transmission rights in accordance with Article 40.

#### Article 39

#### Process of the return

1. ~~Long Term Transmission Right~~Long-term transmission right holder(s) wishing to return their ~~Long Term Transmission Right~~long-term transmission rights shall send a notification, directly or indirectly through an authorised third party, via the ~~Auction Tool~~auction tool to the ~~Allocation Platform~~allocation platform in line with the corresponding ~~Information-System Rules~~information system rules no later than the deadline specified in the provisional ~~Auction Specification~~auction specification for the subsequent ~~Auction~~auction to which the ~~Long Term Transmission Right~~long-term transmission right is to be returned.
2. A valid notification of the return pursuant to paragraph 1 of this Article shall contain the following information:
  - (a) EIC code of the ~~Long Term Transmission Right~~long-term transmission right holder;

- (b) identity of the subsequent ~~Auction~~auction to which the ~~Long Term Transmission Right~~long-term transmission right is returned; and
  - (c) the volume of the ~~Long Term Transmission Right~~long-term transmission rights for return.
3. In order to be able to return ~~Long Term Transmission Right~~long-term transmission rights the ~~Registered Participant~~registered participant shall:
    - (a) have a valid and effective ~~Participation Agreement~~participation agreement with the ~~Allocation Platform~~allocation platform;
    - (b) hold the relevant ~~Long Term Transmission Right~~long-term transmission rights at the time of the notification of the return;
    - (c) send the notification before the deadline pursuant to paragraph 1 of this Article; and
    - (d) fulfil or secure its financial obligations pursuant to these ~~Allocation Rules~~allocation rules.
  4. If the requirements set forth in paragraph 3 of this Article are fulfilled, the ~~Allocation Platform~~allocation platform shall send without undue delay a notification to the ~~Registered Participant~~registered participant via the ~~Auction Tool~~auction tool containing:
    - (a) a message confirming the acceptance of the return subject to paragraph 7 of this Article; or
    - (b) a message rejecting the return including the reasons for rejection subject to paragraph 7.
  5. If the return is accepted, the ~~Allocation Platform~~allocation platform shall decrease the total volume of the ~~Long Term Transmission Right~~long-term transmission rights held by the respective ~~Long Term Transmission Right~~long-term transmission right holder by the amount returned.
  6. ~~Long Term~~Long-term ~~t~~ransmission ~~r~~right holder(s) wishing to modify their return as notified in accordance with paragraphs 1 and 2 of this Article, shall send a notification via the ~~Auction Tool~~auction tool with the adjusted volume of the ~~Long Term Transmission Right~~long-term transmission rights to be returned before the deadline for return of ~~Long Term Transmission Right~~long-term transmission rights pursuant to paragraph 1 expires. Where the volume of the ~~Long Term Transmission Right~~long-term transmission rights to be returned is adjusted to zero (0) MW, the related return shall be deemed as cancelled.
  7. If the ~~Allocation Platform~~allocation platform is unable to register a return as set forth in this ~~Chapter~~CHAPTER, the ~~Allocation Platform~~allocation platform may apply a fallback procedure for data exchange pursuant to Article 53. If no fallback procedure for return is technically possible, no financial compensation may be claimed by the ~~Registered Participant~~registered participants.

*Article 40*

**Remuneration of ~~Long Term Transmission Right~~long-term transmission right holders**

1. Registered ~~p~~participants who returned ~~Long Term Transmission Right~~long-term transmission right are entitled to receive a remuneration equal to the value of the returned ~~Long Term Transmission Right~~long-term transmission rights set during the relevant subsequent ~~Auction~~auction(s) calculated for each hour~~all~~ MTUs of the product period as follows:

- (a) the ~~Marginal Price~~marginal price of the ~~Auction~~auction at which the returned ~~Long-Term Transmission Right~~long-term transmission right was reallocated in ~~Euros~~EUR/MW~~h; per hour~~h multiplied by
- (b) the amount of MW which was reallocated; multiplied by
- (b)(c) the MTU in hours.
2. On return the ~~Registered Participant~~registered participant ceases to be holder of ~~Long-Term Transmission Right~~long-term transmission right for the returned amount of ~~Long-Term Transmission Right~~long-term transmission right. This means that all rights and obligations of the ~~Registered Participant~~registered participant connected to the returned amount of ~~Long-Term Transmission Right~~long-term transmission right will cease except those connected to its payments obligations pursuant to CHAPTER 10 and the remuneration set forth in this CHAPTER 5. All rights and obligations of the ~~Registered Participant~~registered participant related to the not returned proportion of ~~Long-Term Transmission Right~~long-term transmission right will remain unaffected.

## CHAPTER 6

### Transfer of ~~Long Term Transmission Right~~ long-term transmission rights

#### Article 41

##### General provisions

1. ~~Long Term Transmission Right~~ long-term transmission right holder(s) may transfer some or all of their ~~Long Term Transmission Right~~ long-term transmission rights to another ~~Registered Participant~~ registered participant once the ~~Auction~~ auction results in respect of those rights are final. Regardless of how the transfer was concluded, it shall be notified to the ~~Allocation Platform~~ allocation platform following the process pursuant to Article 42 and via the ~~Auction Tool~~ auction tool according to a format specified on the ~~Allocation Platform~~ allocation platform's website.
2. The minimum volume of ~~Long Term Transmission Right~~ long-term transmission rights that may be transferred shall be one (1) MW over one (1) hour MTU.

#### Article 42

##### Process of the transfer

1. The transferor shall send a notification, directly or indirectly through an authorised third party, of the transfer to the ~~Allocation Platform~~ allocation platform via the ~~Auction Tool~~ auction tool with the following information:
  - (a) the EIC codes of the transferor and transferee;
  - (b) the time period of the transfer including the start and end dates and hours MTUs; and
  - (c) the volume (MW) of the transferred ~~Long Term Transmission Right~~ long-term transmission right in whole MW(s) defined per hour MTU.
2. The notification of the transfer shall be delivered to the ~~Allocation Platform~~ allocation platform no later than at 12:00 p.m. on the second (2<sup>nd</sup>) day preceding the day of delivery.
3. In order to be able to transfer the ~~Long Term Transmission Right~~ long-term transmission rights the following requirements shall be fulfilled:
  - (d) the transferor and transferee have a valid and effective ~~Participation Agreement~~ participation agreement with the ~~Allocation Platform~~ allocation platform at least for transfer of ~~Long Term Transmission Right~~ long-term transmission rights; the transferor holds the concerned ~~Long Term Transmission Right~~ long-term transmission rights at the time of the notification of the transfer;
  - (e) the transferor has fulfilled or secured its financial obligations pursuant to this ~~Allocation Rules~~ allocation rules regardless whether the transferor transfers all or only part of its ~~Long Term Transmission Right~~ long-term transmission rights and even in the case of multiple transfers among several ~~Registered Participant~~ registered participants; and

- (f) the transferor has delivered the notification of the transfer before the deadline pursuant to paragraph 2 of this Article.
4. The ~~Allocation Platform~~allocation platform shall issue without undue delay an acknowledgement of receipt of the notification to the transferor. Where the notification fulfils the requirements pursuant to paragraph 3 of this Article the ~~Allocation Platform~~allocation platform shall inform the transferee about the notification of the transfer.
  5. In the event that the acknowledgement is not sent by the ~~Allocation Platform~~allocation platform, the concerned notification shall be deemed not to have been submitted.
  6. The notification of transfer shall be confirmed by the transferee within four (4) hours upon receiving the transfer information from the ~~Allocation Platform~~allocation platform and no later than at 12:00 p.m. the second (2<sup>nd</sup>) day preceding the day of delivery
  7. In the event that the transferee does not confirm the transfer by the deadline pursuant to paragraph 6, the ~~Allocation Platform~~allocation platform shall automatically cancel the process of the transfer notification.
  8. The ~~Allocation Platform~~allocation platform shall then issue without undue delay to the transferor and the transferee a second acknowledgement via the ~~Auction Tool~~auction tool stating either:
    - (a) that the transfer notification has been accepted and is effective; or
    - (b) that the transfer notification has been rejected including the reason(s).
  9. If for any technical reason the acknowledgement is not sent by the ~~Allocation Platform~~allocation platform, the concerned transfer is deemed not to have been submitted.
  10. The ~~t~~Transferor shall not be entitled to withdraw the transfer notification once the transferee has accepted it. The transferee may initiate another transfer to transfer the ~~Long Term Transmission Right~~long-term transmission rights further.
  11. In the event of ~~Auction Tool~~auction tool failure, a fallback procedure pursuant to CHAPTER 8 shall apply. If the process of the transfer notification cannot be completed in accordance with this Article due to an IT system and/or fallback procedure failure, ~~Registered Participant~~registered participants shall not be entitled to claim any financial compensation from the ~~Allocation Platform~~allocation platform.

#### *Article 43*

#### **Legal consequences of the transfer**

All rights and obligations resulting from these ~~Allocation Rules~~allocation rules, with exception of the payment obligation of the original ~~Long Term Transmission Right~~long-term transmission right holder regarding the allocation of ~~Long Term Transmission Right~~long-term transmission right pursuant to Article 62(1), shall be transferred together with the ~~Long Term Transmission Right~~long-term transmission right.

#### *Article 44*

## Notice board

1. The notice board shall facilitate only the exchange of information between the ~~Registered Participant~~registered participants regarding their interest in buying and/or selling ~~Long Term Transmission Right~~long-term transmission rights. No agreements may be concluded via this notice board. Use of the notice board is free of charge.
2. Any notices published via the notice board by the ~~Registered Participant~~registered participants shall not be considered as an evidence for a valid and effective contract for the transfer of ~~Long Term Transmission Right~~long-term transmission rights.
3. The ~~Allocation Platform~~allocation platform shall not be held liable for the accuracy and completeness of the information published by a ~~Registered Participant~~registered participant on the notice board.
4. The ~~Allocation Platform~~allocation platform may delete from the notice board any information it considers not relevant for the purpose of the notice board. In case of such a deletion, the ~~Allocation Platform~~allocation platform shall provide the reasons for the deletion to the respective ~~Registered Participant~~registered participant.

## CHAPTER 7

### Use and remuneration of ~~Long Term Transmission Right~~long-term transmission rights

#### Article 45

##### General principles

1. ~~Physical Transmission Right~~Physical transmission rights shall be subject to the Use ~~It~~ Or Sell It ~~(hereinafter "UIOSI")~~ principle.
2. The holder of allocated ~~Physical Transmission Right~~physical transmission rights may nominate the ~~Physical Transmission Right~~physical transmission rights for its physical use in accordance with Article 46.
3. In case the ~~Registered Participant~~registered participant does not nominate its ~~Physical Transmission Right~~physical transmission rights, the ~~Allocation Platform~~allocation platform shall make the underlying ~~Cross Zonal Capacity~~cross zonal capacity of the non-nominated ~~Physical Transmission Right~~physical transmission rights available for the relevant daily allocation. The ~~Physical Transmission Right~~physical transmission right holders who do not nominate their ~~Physical Transmission Right~~physical transmission rights for physical use of their rights or has not reserved its ~~Physical Transmission Right~~physical transmission rights for the balancing services, if this is applicable, shall be entitled to receive remuneration in accordance with Article 48.
4. In case the ~~Long Term Transmission Right~~long-term transmission rights holder reserves its ~~Long Term Transmission Right~~long-term transmission rights for the balancing services, such ~~Cross Zonal Capacity~~cross zonal capacity shall be excluded from the application of the remuneration processes as detailed in ~~Chapter~~CHAPTER 7. The process of notification of such reservation shall be subject to the relevant rules entered into force in accordance with the applicable national regulatory regime and published by the responsible ~~Allocation Platform~~allocation platform.

#### Article 46

##### Nomination of ~~Physical Transmission Right~~physical transmission rights

1. Persons eligible to nominate ~~Physical Transmission Right~~physical transmission rights shall fulfil the requirement described in applicable ~~Nomination Rules~~nomination rules. Eligible persons may be the following:
  - (a) the ~~Physical Transmission Right~~physical transmission rights' holder; or
  - (b) the person notified by the ~~Physical Transmission Right~~physical transmission rights' holder during the ~~Nomination~~nomination process to the respective TSOs in line with the relevant ~~Nomination Rules~~nomination rules; or
  - (c) the person authorised by the ~~Physical Transmission Right~~physical transmission rights' holder to nominate in line with the relevant ~~Nomination Rules~~nomination rules and notified to the ~~Allocation Platform~~allocation platform.
2. The ~~Allocation Platform~~allocation platform shall provide on its website an overview of the

options listed in paragraph 1 of this Article which are applicable on each **oriented** bidding zone border.

3. For the process of the notification of the eligible persons to the ~~Allocation Platform~~allocation platform in accordance with paragraph 1(c) of this Article the following criteria should be met:
  - (a) the eligible person shall have an ~~EIC Code~~EIC code in order to allow its identification in the ~~Rights Document~~rights document; and
  - (b) the ~~Physical Transmission Right~~physical transmission rights' holder shall notify the eligible person to the ~~Allocation Platform~~allocation platform via the ~~Auction Tool~~auction tool in accordance with the ~~Information System Rules~~information system rules and at the latest one (1) hour before the sending of the ~~Rights Document~~rights document for a specific day.
4. The ~~Allocation Platform~~allocation platform shall not take into account notifications of eligible persons which do not meet the criteria in accordance with paragraph 3 of this Article when sending the ~~Rights Document~~rights document in respect of a day of delivery of electricity.
5. The ~~Nomination~~nomination shall be done in compliance with the ~~Rights Document~~rights document.
6. The ~~Allocation Platform~~allocation platform shall publish a list with the relevant ~~Nomination Rules~~nomination rules for the bidding zone borders on its website.
7. The ~~long term~~long-term nomination deadlines for respective bidding zone borders are set forth in the relevant ~~Nomination Rules~~nomination rules. The ~~Allocation Platform~~allocation platform shall publish information on its website on the ~~long term~~long-term nomination deadlines per bidding zone border. In case of any discrepancy between the deadlines published by the ~~Allocation Platform~~allocation platform and those of the valid and legally binding relevant ~~Nomination Rules~~nomination rules, the latter shall prevail and the ~~Allocation Platform~~allocation platform shall not be held liable for any damages due to such a discrepancy.

#### Article 47

#### **Rights ~~d~~Document**

1. The ~~Rights Document~~rights document shall contain the information about the volume in MW that eligible persons are entitled to nominate at specific **oriented** bidding zone borders ~~and directions and for hourly periods per MTU~~ in case of ~~Physical Transmission Right~~physical transmission rights.
2. The ~~Allocation Platform~~allocation platform shall send the ~~Rights Document~~rights document daily and no later than at 1:00 p.m. on the second (2nd) day preceding the delivery day via the ~~Auction Tool~~auction tool to the eligible person according to Article 46(1) a) and/or c).

#### Article 48

#### **Remuneration of ~~Long Term Transmission Right~~long-term transmission rights holders for non-nominated ~~Physical Transmission Right~~physical transmission rights**

1. The ~~Allocation Platform~~allocation platform shall remunerate the ~~Long Term Transmission~~



~~Right~~long-term transmission rights holder for the ~~Long Term Transmission Right~~long-term transmission rights which are reallocated at daily allocation. The ~~Allocation Platform~~allocation platform shall remunerate the ~~Long Term Transmission Right~~long-term transmission rights holder for each MW which was non-nominated for the relevant ~~hourly period~~MTU. The remuneration shall be calculated as the difference between the volumes stated in the ~~Rights Document~~rights document and the final volumes nominated and accepted by the relevant TSO, multiplied by the ~~Marginal Price~~marginal price of the daily ~~Auction~~auction at which that ~~Long Term Transmission Right~~long-term transmission right was reallocated, ~~and multiplied by the MTU in hours~~, for the concerned ~~hourly period~~MTU.

2. In case of fallback allocation where no reference price is calculated for the daily allocation timeframe the price for the ~~Long Term Transmission Right~~long-term transmission rights remuneration shall be the ~~Marginal Price~~marginal price of initial ~~Auction~~auction.
3. The ~~Allocation Platform~~allocation platform shall compensate the ~~Long Term Transmission Right~~long-term transmission rights holder for the non-nominated ~~Physical Transmission Right~~physical transmission rights which are not reallocated at the relevant daily allocation in accordance with CHAPTER 9 in case of the triggering event listed in Article 56.
4. The ~~Allocation Platform~~allocation platform shall compensate the ~~Long Term Transmission Right~~long-term transmission rights holder in accordance with Article 59(1) for the non-nominated ~~Physical Transmission Right~~physical transmission rights which are not reallocated at the relevant daily allocation for other reasons than these mentioned in paragraph 2 of this Article.

## CHAPTER 8 Fallback ~~p~~Procedures

### *Article 49* General provisions

1. The ~~Allocation Platform~~allocation platform shall, to the extent reasonably practicable, organize a fallback procedure in the following cases of failure of a standard process:
  - (a) if it is technically not possible to hold an ~~Auction~~auction following the process set forth in CHAPTER 4;
  - (b) if it is technically not possible to register a return of ~~Long-Term Transmission Right~~long-term transmission rights following the process as set forth in CHAPTER 5;
  - (c) if it is technically not possible to register a notification of transfer of ~~Long-Term Transmission Right~~long-term transmission rights following the process as set forth in CHAPTER 6; and
  - (d) if it is technically not possible to register a notification of an eligible person in following the process as set forth in CHAPTER 7.
2. The ~~Allocation Platform~~allocation platform may use one or all of the following fallback procedures:
  - (a) introduction of a fallback procedure for data exchange according to Article 50;
  - (b) postponement of the ~~Auction~~auction to a later date/time;
  - (c) another ad hoc fallback procedure if considered appropriate by the ~~Allocation Platform~~allocation platform to overcome any technical obstacles.
3. The ~~Allocation Platform~~allocation platform shall, to the extent practicable and without undue delay, inform ~~Registered Participant~~registered participants of possible deviations from the standard processes and the application of a fallback procedure via electronic means as specified by the ~~Allocation Platform~~allocation platform on its website and using the ~~Auction Tool~~auction tool.
4. Registered ~~p~~Participants shall immediately inform the ~~Allocation Platform~~allocation platform of any observed problems with the use of the ~~Auction Tool~~auction tool and all potential consequences via electronic means as specified by the ~~Allocation Platform~~allocation platform on its website. In case of an urgent problem, which shall be solved immediately and which is identified during ~~Working Hour~~working hours, the ~~Registered Participant~~registered participant shall immediately contact the ~~Allocation Platform~~allocation platform by phone at the telephone number indicated on the website of the ~~Allocation Platform~~allocation platform for this type of problems.

### *Article 50* Fallback procedure for data exchange

1. In case of a failure at the site of the ~~Allocation Platform~~allocation platform of the standard processes for data exchange via the ~~Auction Tool~~auction tool as described in these ~~Allocation Rules~~allocation rules, the ~~Allocation Platform~~allocation platform may inform ~~Registered~~

~~Participant~~registered participants that a fallback procedure for data exchange may be used as follows:

- (a) by the applicable deadlines unless otherwise announced by the ~~Allocation Platform~~allocation platform the ~~Registered Participant~~registered participant shall request the ~~Allocation Platform~~allocation platform by electronic means as specified by the ~~Allocation Platform~~allocation platform on its website to enter the relevant data into the ~~Auction Tool~~auction tool by using this fallback procedure for data exchange;
  - (b) with the request the ~~Registered Participant~~registered participant shall provide to the ~~Allocation Platform~~allocation platform in the format specified in the ~~Information System Rules~~information system rules the relevant data to be entered in the ~~Auction Tool~~auction tool;
  - (c) the ~~Allocation Platform~~allocation platform shall enter the submitted data into the ~~Auction Tool~~auction tool;
  - (d) the ~~Allocation Platform~~allocation platform may set in ~~Information System Rules~~information system rules an identification process for the ~~Registered Participant~~registered participant at the moment when the ~~Registered Participant~~registered participant submits the relevant operational or commercial data and requests the ~~Allocation Platform~~allocation platform to enter this data into the ~~Auction Tool~~auction tool on its behalf by means of the fallback procedure. If the ~~Registered Participant~~registered participant or the person authorized by the ~~Registered Participant~~registered participant for this purpose does not clearly identify itself, the ~~Allocation Platform~~allocation platform shall be entitled not to perform the data entry;
  - (e) the ~~Registered Participant~~registered participant shall provide the ~~Allocation Platform~~allocation platform with a telephone number, which can be used in case of a necessary communication;
  - (f) once the ~~Allocation Platform~~allocation platform has entered the provided data into the ~~Auction Tool~~auction tool on behalf of the ~~Registered Participant~~registered participant, the ~~Allocation Platform~~allocation platform shall ~~inform~~, without undue delay, ~~the Registered Participant~~ by telephone and/or via electronic means as specified by the ~~Allocation Platform~~allocation platform on its website ~~inform the registered participant~~ of the entry; and
  - (g) the ~~Allocation Platform~~allocation platform shall under no circumstances be held responsible if it fails to reach the ~~Registered Participant~~registered participant through the means of communication above.
2. In case of application of the fallback procedure for data exchange-, all necessary information which is made available via the ~~Auction Tool~~auction tool during the standard processes may be distributed to the ~~Registered Participant~~registered participants by the ~~Allocation Platform~~allocation platform, by electronic means as specified by the ~~Allocation Platform~~allocation platform on its website or where appropriate published on the website of the ~~Allocation Platform~~allocation platform.

### **Fallback procedures for ~~Auction~~ auction**

1. The postponement of the ~~Auction~~ auction shall be the default fallback procedure for ~~Auction~~ auctions before the ~~Bidding Period~~ bidding period has opened. The ~~Allocation Platform~~ allocation platform may postpone an ~~Auction~~ auction by notifying ~~Registered Participant~~ registered participants of the revised date and/or time of the new ~~Auction~~ auction.
2. After the ~~Bidding Period~~ bidding period has opened, the ~~Allocation Platform~~ allocation platform shall:
  - (a) where reasonably practicable postpone the end of the ~~Bidding Period~~ bidding period by notifying ~~the~~ ~~Registered Participant~~ registered participants about the revised deadlines in the ~~Auction Specification~~ auction specification; or
  - (b) cancel the initial ~~Auction~~ auction according to Article 52 and organise a new ~~Auction~~ auction for the same ~~Product Period~~ product period.
3. If the fallback procedure described in paragraph 1 and 2 of this Article cannot be implemented for the same ~~Product Period~~ product period, the respective ~~Cross-Zonal~~ cross zonal ~~Capacities~~ capacities shall be offered in subsequent ~~Capacity~~ capacity ~~Allocation~~ allocation process.
4. The ~~Allocation Platform~~ allocation platform shall inform all ~~Registered Participant~~ registered participants, without undue delay, of the postponement by notification published in the ~~Auction Tool~~ auction tool and/or on the webpage of the ~~Allocation Platform~~ allocation platform and/or by electronic means as specified by the ~~Allocation Platform~~ allocation platform on its website.

#### *Article 52*

### **Auction cancellation**

1. In case the ~~Allocation Platform~~ allocation platform cancels an ~~Auction~~ auction, all ~~Bids~~ bids already submitted, all returns already accepted and any results of the respective ~~Auction~~ auction shall be deemed null and void.
2. The ~~Allocation Platform~~ allocation platform shall inform all ~~Registered Participant~~ registered participants without undue delay, of the ~~Auction~~ auction cancellation by notification published in the ~~Auction Tool~~ auction tool or on webpage of ~~Allocation Platform~~ allocation platform and by electronic means as specified by the ~~Allocation Platform~~ allocation platform on its website.
3. An ~~Auction~~ auction cancellation may be announced in the following cases:
  - (a) before the end of the contestation period in case the ~~Allocation Platform~~ allocation platform faces technical obstacles during the ~~Auction~~ auction process like a failure of standard processes and fallback procedures in the event of erroneous results due to incorrect ~~Marginal Price~~ marginal price calculation, ~~incorrect offered capacity values~~ or in the event incorrect allocation of ~~Long-Term Transmission Right~~ long-term transmission rights to ~~Registered Participant~~ registered participants or similar reasons; and

- (b) after the end of the contestation period, in the event of erroneous results due to incorrect ~~Marginal Price~~ marginal price calculation, incorrect offered capacity values or incorrect allocation of ~~Long Term Transmission Right~~ long-term transmission rights to ~~Registered Participant~~ registered participants or similar reasons.
4. In case of ~~Auction~~ auction cancellation before the contestation period elapses, no compensation shall be paid to the ~~Registered Participant~~ registered participants.
  5. The ~~Allocation Platform~~ allocation platform shall publish on its website, without undue delay, the reasons for the ~~Auction~~ auction cancellation.

*Article 53*

**Fallback procedure for return of ~~Long Term Transmission Right~~ long-term transmission rights**

1. In case of failure in the standard process for the registration of the return of ~~Long Term Transmission Right~~ long-term transmission rights via the ~~Auction Tool~~ auction tool as set forth in CHAPTER 5, the ~~Allocation Platform~~ allocation platform may apply the fallback procedure for data exchange in accordance with Article 50.
2. The ~~Allocation Platform~~ allocation platform shall publish information about the possibility to use the fallback procedure for data exchange in due time before the expiration of the deadline for ~~Long Term Transmission Right~~ long-term transmission rights return.
3. In case the fallback procedure for data exchange cannot be executed as necessary to enable the registration of the return of ~~Long Term Transmission Right~~ long-term transmission rights, all requests for ~~Long Term Transmission Right~~ long-term transmission rights return already submitted that cannot be registered in the ~~Auction Tool~~ auction tool shall be automatically cancelled.

*Article 54*

**Fallback procedure for transfer of ~~Long Term Transmission Right~~long-term transmission rights**

1. In case of failure in the standard process for the registration of the transfer of ~~Long Term Transmission Right~~long-term transmission rights organised via the ~~Auction Tool~~auction tool as set forth in CHAPTER 6 the ~~Allocation Platform~~allocation platform may apply the fallback procedure for data exchange in accordance with Article 50.
2. The ~~Allocation Platform~~allocation platform shall publish information about the possibility to use the fallback procedure for data exchange in due time before the expiration of the deadline for ~~Long Term Transmission Right~~long-term transmission rights transfer.
3. In case the fallback procedure for data exchange cannot be executed as necessary to enable the registration of the transfer of ~~Long Term Transmission Right~~long-term transmission rights, all requests for ~~Long Term Transmission Right~~long-term transmission rights transfer already submitted and not confirmed by transferee shall be automatically cancelled.

*Article 55*

**Fallback procedure for eligible person notification**

4. In case of failure in the standard process of eligible person notification to the ~~Allocation Platform~~allocation platform via the ~~Auction Tool~~auction tool as set forth in CHAPTER 6, the ~~Allocation Platform~~allocation platform may apply the fallback procedure for data exchange in accordance with Article 50.
5. The ~~Allocation Platform~~allocation platform shall publish information about the possibility to use the fallback procedure for data exchange in due time before the expiration of the deadline for eligible person notification.
6. In case the fallback procedure for data exchange cannot be executed as necessary to enable the registration of the eligible person, the eligible person shall be deemed notified as set forth in ~~Information System Rules~~information system rules.

## CHAPTER 9 Curtailement

### Article 56

#### Triggering events and consequences of curtailement on ~~Long Term Transmission Right~~long-term transmission rights

1. ~~Long Term Transmission Right~~long-term transmission rights irrespectively of the ~~Product Period~~product period may be curtailed in the event of ~~Force Majeure~~force majeure, or to ensure operation remains within ~~Operational Security Limits~~operational security limits before the ~~Firmness Deadline~~firmness deadline specified in Article 58.
2. Curtailement may be applied on allocated ~~Long Term Transmission Right~~long-term transmission rights including, where the case may be, on nominated ~~Physical Transmission Right~~physical transmission rights.
3. ~~Long Term~~Long-term ~~Transmission Rights~~ may be curtailed after the ~~Firmness Deadline~~firmness deadline in the case of ~~Force Majeure~~force majeure or emergency situation. For the bidding zone border Switzerland – Germany curtailements to ensure operation remains within ~~Operational Security Limits~~operational security limits are also possible. For the avoidance of doubt, ~~Long Term Transmission Right~~long-term transmission rights when curtailed after the ~~Firmness Deadline~~firmness deadline shall be curtailed in the same way as day-ahead and intraday capacity and compensated in accordance with the applicable legislation.
4. Each ~~Registered Participant~~registered participant affected by curtailement shall lose its right to transfer, return or nominate for physical use the concerned ~~Physical Transmission Right~~physical transmission rights or to receive remuneration based on the Use-It-Or-Sell-UIOS principle.
5. In case of curtailement, the affected ~~Registered Participant~~registered participant is entitled to receive reimbursement or compensation according to Article 59 to Article 60 and where applicable Article 61.

### Article 57

#### Process and notification of curtailement

1. In all cases curtailement shall be carried out by the ~~Allocation Platform~~allocation platform based on a request by one or more TSO(s) at the bidding zone border where ~~Long Term Transmission Right~~long-term transmission rights have been allocated.
2. The ~~Allocation Platform~~allocation platform shall notify the affected holders of ~~Long Term Transmission Right~~long-term transmission rights as soon as possible of a curtailement of ~~Long Term Transmission Right~~long-term transmission rights including the triggering event via electronic means as specified by the ~~Allocation Platform~~allocation platform on its website and on the webpage of the ~~Allocation Platform~~allocation platform. The notification shall identify the affected ~~Long Term Transmission Right~~long-term transmission rights, the affected volume in MW per MTU per hour for each concerned period, the triggering events for curtailement as described in Article 56 and the amount of ~~Long Term Transmission Right~~long-term

transmission rights that remain after the curtailment.

3. The ~~Allocation Platform~~allocation platform shall publish the triggering events for curtailment in accordance with Article 56 including their estimated duration on its website as soon as possible.
4. The curtailment shall be applied to ~~Long Term Transmission Right~~long-term transmission rights of the concerned periods on a pro rata basis, which means in proportion to the held ~~Long Term Transmission Right~~long-term transmission rights, regardless of the time of allocation.
5. In the event of curtailments of ~~Physical Transmission Right~~physical transmission rights after the nomination deadline, and as long as the capacity has not been reallocated in the day-ahead allocation, the curtailment shall be applied on a pro rata basis to both nominated and ~~non-~~nominated ~~Physical Transmission Right~~physical transmission rights.
6. Compensation rules according to Article 59 to Article 60 and where applicable Article 61 also apply if offered day-ahead ~~Cross-Zonal~~cross zonal Capacities~~capacities~~ are lower than the amount of non-nominated ~~Long Term Transmission Right~~long-term transmission rights in case of ~~Physical Transmission Right~~physical transmission rights.
7. For each affected ~~Registered Participant~~registered participant, remaining ~~Long Term Transmission Right~~long-term transmission rights which have not been curtailed shall be rounded down to the nearest MW. The same rounding applies for the curtailment of both nominated and non-nominated ~~Physical Transmission Right~~physical transmission rights according to paragraph 4 of this Article.
8. In cases of curtailment, any transfer of ~~Long Term Transmission Right~~long-term transmission rights to be curtailed, which is not yet accepted by the transferee, shall be automatically cancelled and the transferor shall remain the holder of the ~~Long Term Transmission Right~~long-term transmission rights. If the transfer has already been notified to the ~~Allocation Platform~~allocation platform and accepted by the transferee, the compensation or reimbursement for curtailed ~~Long Term Transmission Right~~long-term transmission rights shall be paid to the transferee.
9. The ~~Allocation Platform~~allocation platform shall cancel all notifications for return of ~~Long Term Transmission Right~~long-term transmission rights that have been accepted for a subsequent ~~long-term~~long-term Auction~~auction~~ for which curtailment is necessary and for which the final ~~Auction Specification~~auction specifications have not yet been published. By this cancellation, the ~~Long Term Transmission Right~~long-term transmission rights are given back to the ~~Long Term Transmission Right~~long-term transmission rights holders that have requested the return. If the final ~~Auction Specification~~auction specification has already been published the return shall not be cancelled and the compensation or reimbursement for curtailed ~~Long Term Transmission Right~~long-term transmission rights shall be paid to the holder who returned the ~~Long Term Transmission Right~~long-term transmission rights.

#### Article 58

#### **Firmness deadline**

The ~~Allocation Platform~~allocation platform shall publish on its website and take into account for the calculation of compensation for curtailed ~~Long Term Transmission Right~~long-term transmission rights the following ~~Firmness-Deadline~~firmness deadlines for the respective bidding zone borders:



Switzerland – France	8:00 p.m. on the second (2 <sup>nd</sup> ) day preceding the delivery day
Switzerland – Germany	10:00 a.m. on the first (1 <sup>st</sup> ) day preceding the delivery day
Switzerland – Austria	10:00 a.m. on the first (1 <sup>st</sup> ) day preceding the delivery day
Switzerland – Italy NORD	8:30 a.m. on the first (1 <sup>st</sup> ) day preceding the delivery day

*Article 59*

**Compensation for curtailments to ensure operation remains within ~~Operational-operational Security-security Limits-limits~~ before the ~~Firmness-Deadlinefirmness deadline~~**

1. In cases of curtailment to ensure operation remains within ~~Operational-Security Limitsoperational security limits~~ before the ~~Firmness-Deadlinefirmness deadline~~ (also after the ~~Firmness-Deadlinefirmness deadline~~ for bidding zone border Switzerland – Germany according to Article 57) the compensation for each affected ~~hour-MTU~~ and ~~Registered Participantregistered participant~~ shall be calculated as the ~~Long-Term-Transmission Rightlong-term transmission rights~~ in MW ~~per-hour~~ corresponding to the difference between the allocated ~~Long-Term-Transmission Rightlong-term transmission rights~~ held by the ~~Registered-Participantregistered participant~~ before and after the curtailment ~~multiplied by the MTU in hours, and~~ multiplied by the following price ~~(in EUR/MWh)~~ for the respective bidding zone border:

Switzerland – France	110% of the <del>Marginal-Pricemarginal price</del> of the initial
Switzerland – Germany	110% of the <del>Marginal-Pricemarginal price</del> of the initial
Switzerland – Austria	<del>Marginal-Pricemarginal price</del> of the initial <del>Auctionauction</del>
Switzerland – Italy NORD	<del>Marginal-Pricemarginal price</del> of the initial <del>Auctionauction</del>

2. For the bidding zone border Switzerland – Italy the number of curtailments for reasons linked to ~~Operational-Security Limitsoperational security limits~~ before the ~~Firmness-Deadlinefirmness deadline~~ is limited to thirty five (35) Equivalent Days. The number of curtailments for reasons related to ~~Force-Majeureforce majeure~~ or emergency situations is unlimited. The Equivalent Days are calculated per month separately for each ~~direction~~ ~~of-oriented~~ bidding zone borders as follows:

Equivalent Days (for month M) = energy reduced (during month M) / total energy of Yearly and Monthly Capacities Allocated (for all month M) x numbers of Days of month M in which at least one product has been allocated.

*Example:*

Capacities allocated during a month of thirty one (31) days:

- Yearly Product 100 MW allocated for all the month of thirty one (31) days
- Monthly base Product 50 MW Allocated for all the month except for one Day due to Maintenance Period thirty (30) days:
- Monthly peak Product 20 MW Allocated for twenty three (23) days between

08:00 and 20:00 (12 hours).

Energy reduced:

- Reduction of 70 MW during two (2) days.

Equivalent Days =  $(70 \times 24 \times 2) / (100 \times 31 \times 24 + 50 \times 30 \times 24 + 20 \times 23 \times 12) \times 31 = 0.9$  days

#### Article 60

##### **Reimbursement for curtailments due to ~~Force Majeure~~force majeure before the ~~Firmness-Deadline~~firmness deadline**

In the case of ~~Force Majeure~~force majeure before the ~~Firmness-Deadline~~firmness deadline, holders of curtailed ~~Long Term Transmission Right~~long-term transmission rights shall be entitled to receive a reimbursement equal to the price of the ~~Long Term Transmission Right~~long-term transmission rights set during the ~~Long Term Transmission Right~~long-term transmission rights Allocationallocation pProcess, which for each affected ~~hour~~MTU and Registered Participantregistered participant shall be calculated as:

- the ~~Marginal Price~~marginal price of the initial ~~Auction~~auction in EUR/MWh; multiplied by;
- the ~~volume amount~~ in MW-per hour corresponding to the difference between the ~~Long Term Transmission Right~~long-term transmission rights held by the ~~Registered Participant~~registered participant before and after the curtailment; multiplied by;
- ~~(b)~~(c) the MTU in hours.

#### Article 61

##### **Reimbursement or compensation for curtailments due to ~~Force Majeure~~force majeure or emergency situation after the ~~Firmness-Deadline~~firmness deadline**

In the event of ~~Force Majeure~~force majeure or an emergency situations after the ~~Firmness-Deadline~~firmness deadline, holders of curtailed ~~Long Term Transmission Right~~long-term transmission rights shall be entitled to receive a reimbursement equal to the price of the ~~Long Term Transmission Right~~long-term transmission rights set during the ~~Long Term Transmission Right~~long-term transmission rights Allocationallocation Process, which for each affected ~~hour~~MTU and Registered Participantregistered participant shall be calculated as:

- the ~~Marginal Price~~marginal price of the initial ~~Auction~~auction in EUR/MWh; or
- in case the ~~Marginal Price~~marginal price of the initial ~~Auction~~auction cannot be identified, the weighted average of ~~Marginal Price~~marginal prices in EUR/MWh of all the ~~Auction~~auctions for which the ~~Registered Participant~~registered participant holds ~~Long Term Transmission Right~~long-term transmission rights where the weight is given by ~~Long Term Transmission Right~~long-term transmission rights which the ~~Registered Participant~~registered participant holds before the curtailment; multiplied by;
- ~~(b)~~(c) the ~~volume amount~~ in MW-per hour corresponding to the difference between the

~~Long-Term-Transmission-Right~~ long-term transmission rights held by the Registered Participant registered participant before and after the curtailment; multiplied by (e)(d) the MTU in hours.

## CHAPTER 10

### Invoicing and ~~p~~Payment

#### Article 62

#### General principles

1. A ~~Registered Participant~~registered participant shall pay the amounts due as calculated in accordance with Article 63 for all ~~Long-Term Transmission Right~~long-term transmission rights allocated to him. This obligation shall be fulfilled irrespective of any return or transfer or curtailment of all or some of these ~~Long-Term Transmission Right~~long-term transmission rights in accordance with these ~~Allocation Rules~~allocation rules.
2. The ~~Registered Participant~~registered participant may upon payment use the ~~Cross-Zonal Capacity~~cross zonal capacity connected with the allocated ~~Long-Term Transmission Right~~long-term transmission rights as described in these ~~Allocation Rules~~allocation rules only. Any right for physical use of the transmission system in case of a ~~Physical Transmission Right~~physical transmission rights may be subject to separate agreements between the ~~Registered Participant~~registered participant and the concerned TSOs.
3. All financial information, prices and amounts due shall be expressed in Euros (€), except if deviations are required by applicable law or regulations.
4. The payment shall be settled on the date upon which the given amount is credited to the account of the beneficiary. Any interest for late payment shall be considered as settled on the date when the payment was credited from the account of the payer.
5. Payments shall be done in Euros (€).
6. The ~~Allocation Platform~~allocation platform shall consider taxes and levies at the rate and to the extent applicable when assessing payment obligations and issuing invoices under these ~~Allocation Rules~~allocation rules subject to Article 64.
7. The ~~Registered Participant~~registered participant shall provide the ~~Allocation Platform~~allocation platform with relevant information for justifying whether or not respective taxes and levies are applicable when signing the ~~Participation Agreement~~participation agreement as well as any changes in this respect without undue delay. Therefore, the ~~Registered Participant~~registered participant agrees to inform the ~~Allocation Platform~~allocation platform of any local, intra-community or extra-community taxes and levies which are in line with the legislation of the ~~Registered Participant~~registered participant's country of establishment.

#### Article 63

#### Calculation of due amounts

1. Registered ~~p~~Participants shall pay for each of the ~~Long-Term Transmission Right~~long-term transmission rights allocated to them an amount equal to:
  - (a) the ~~Marginal Price~~marginal price (EUR/MWh~~per MW per hour~~); multiplied by
  - (b) the sum of ~~Long-Term Transmission Right~~long-term transmission rights in MW allocated in individual ~~hours-MTUs~~ of the ~~Product Period~~product period incorporating any ~~Reduction Period~~reduction period where relevant in accordance with Article 35; multiplied by

(b)(c) the MTU in hours.-

2. The amount due plus any applicable taxes and levies, duties or other charges subject to Article 64, shall be rounded to two decimal places.
3. The ~~Allocation Platform~~ allocation platform shall calculate the due payments in monthly instalments when the ~~Cross-Zonal Capacity~~ cross zonal capacity product has a duration of more than a month.
4. Monthly instalments shall be equal for each month and determined by dividing the amount due as set forth in paragraph 1 of this Article by the duration of the ~~Cross-Zonal Capacity~~ cross zonal capacity products expressed in months and rounded to two decimal places. The last instalment shall in addition include the balance due to the rounding down applied in the other monthly instalments.
5. If the first payment date of the ~~Cross-Zonal Capacity~~ cross zonal capacity product with a duration of more than one (1) month occurs after the start of the ~~Product Period~~ product period, then the first payment shall include two (2) monthly instalments.

#### Article 64

#### Tax ~~g~~Gross-up

1. Each ~~Registered Participant~~ registered participant must settle all payments with respect to the ~~Allocation Rules~~ allocation rules without any tax deduction, unless a tax deduction is required by law.
2. If a tax deduction is required by law to be made by a ~~Registered Participant~~ registered participant, the amount of the payment due from the ~~Registered Participant~~ registered participant to the ~~Allocation Platform~~ allocation platform will be increased to an amount which (after making the tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required.
3. Paragraph 2 of this Article does not apply with respect to any tax assessed on the ~~Allocation Platform~~ allocation platform on any payment received in connection with the ~~Allocation Rules~~ allocation rules under the laws of the jurisdiction in which the ~~Allocation Platform~~ allocation platform is incorporated or, if different, the jurisdiction (or jurisdictions) in which the ~~Allocation Platform~~ allocation platform is treated as resident for tax purposes or has or is deemed for tax purposes to have a permanent establishment or a fixed place of business to which any payment under the ~~Allocation Rules~~ allocation rules is attributable. Paragraph 2 of this Article does not apply to value added tax as provided for in the ~~VAT Directive~~ VAT Directive 2006/112/EC as amended from time to time and any other tax of a similar nature.

#### Article 65

#### Invoicing and payment conditions

1. Payments shall be settled before the start of the ~~Product Period~~ product period if the ~~Auction~~ auction timeline allows so. If the ~~Cross-Zonal Capacity~~ cross zonal capacity product has a duration of more than one (1) month, each monthly instalment shall be settled before the start of each respective month if the ~~Auction~~ auction timeline allows so. If the settlement of an amount due for allocated ~~Long-Term-Transmission-Right~~ long-term transmission rights is not possible before the start of the ~~Product Period~~ product period then

the payment will be settled at the next fixed invoice date.

2. The ~~Allocation Platform~~allocation platform shall issue invoices for payments for all ~~Long Term Transmission Right~~long-term transmission rights on a monthly basis and no later than the tenth (10th) ~~Working Day~~working day of each month.
3. The invoices shall be issued for the following payments:
  - (a) the amount of the monthly instalment(s) if the ~~Long Term Transmission Right~~long-term transmission right has a duration of more than a month as set forth in Article 63(4) and (5);
  - (b) the amount due set forth in Article 63(2) if the ~~Long Term Transmission Right~~long-term transmission right has a duration equal to a month or less;
  - (c) if requested by the ~~Registered Participant~~registered participant amounts for advanced payment of monthly instalments that would otherwise be settled with subsequent invoices; and
  - (d) any relevant taxes and levies subject to Article 64.
4. The ~~Allocation Platform~~allocation platform shall send the invoice only by via electronic means as specified by the ~~Allocation Platform~~allocation platform on its website to the ~~Registered Participant~~registered participant at the e-mail address of the financial contact person submitted in accordance with Article 9(i) or it should make it available to the ~~Registered Participant~~registered participant via the ~~Auction Tool~~auction tool. The date of issuance of the invoice shall be the date on which the invoice is sent by electronic means as specified by the ~~Allocation Platform~~allocation platform on its website or the date when the invoice is made available via the ~~Auction Tool~~auction tool if this is done during ~~Working Hour~~working hours or the next ~~Working Day~~working day if sent after ~~Working Hour~~working hours.
5. In the cases of curtailment of ~~Long Term Transmission Right~~long-term transmission rights, return of ~~Long Term Transmission Right~~long-term transmission rights according to Article 40 or remuneration of ~~Long Term Transmission Right~~long-term transmission rights according to Article 48, the invoices shall take into account any payments to be credited to the ~~Registered Participant~~registered participant. The payments to be credited to the ~~Registered Participant~~registered participants shall:
  - (a) be settled through self billing mechanism which shall allow the ~~Allocation Platform~~allocation platform to issue invoices in the name and on behalf of the ~~Registered Participant~~registered participant; and
  - (b) be notified through the same invoice as the one used for the payments of the ~~Registered Participant~~registered participant as set forth in paragraph 3 of this Article.
6. The payments due shall be netted by the ~~Allocation Platform~~allocation platform taking into account the amount as set forth in paragraph 3 and 5 of this Article.
7. If the balance of the payments as set forth in paragraph 3 and 5 of this Article results in a net payment from the ~~Registered Participant~~registered participant to the ~~Allocation Platform~~allocation platform, the ~~Registered Participant~~registered participant shall settle this balance within five (5) ~~Working Day~~working days after the date of issuance of the invoice.
8. Payments by the ~~Registered Participant~~registered participant as set forth in paragraph 7 of

this Article shall be collected as follows:

- (a) based on the standard procedure, the ~~Allocation Platform~~ allocation platform shall collect the payment automatically from the dedicated ~~Business Account~~ business account of the ~~Registered Participant~~ registered participant on the respective due date of the invoice; or
  - (b) alternatively, the ~~Registered Participant~~ registered participant shall ensure payment through a non- automated transaction from the bank account as announced during the accession process in accordance with Article 9 paragraph 1(h) by the registered participant to the account of the ~~Allocation Platform~~ allocation platform specified on the invoice by indicating the invoice reference.
9. The alternative procedure may be used upon request of the ~~Registered Participant~~ registered participant and with the consent of the ~~Allocation Platform~~ allocation platform. The ~~Registered Participant~~ registered participant shall notify the ~~Allocation Platform~~ allocation platform by electronic means as specified by the ~~Allocation Platform~~ allocation platform on its website the request to use the alternative procedure at least two (2) ~~Working Day~~ working days before the date of issuing of the next invoice as set forth in paragraph 2 of this Article. Once the alternative procedure is agreed, it shall be deemed to be valid until otherwise agreed between the ~~Registered Participant~~ registered participant and the ~~Allocation Platform~~ allocation platform.
10. If the balance of the payments as set forth in paragraph 3 and 5 of this Article results in a net payment from the ~~Allocation Platform~~ allocation platform to the ~~Registered Participant~~ registered participant, the ~~Allocation Platform~~ allocation platform shall pay this balance within seven (7) ~~Working Day~~ working days after the date of issuance of the invoice to the bank account as announced during the accession process in accordance with Article 9 paragraph 1(h) by the ~~Registered Participant~~ registered participant who is entitled to the payments at the due date.
11. Upon the collection of the payment as set forth in paragraph 8 of this Article, the ~~Allocation Platform~~ allocation platform shall update the ~~Credit Limit~~ credit limit accordingly.

**12. Erroneous invoices shall be corrected and settled as follows:**

- (a) ~~in~~ in case of an erroneous invoice resulting in an additional payment of the ~~Allocation Platform~~ allocation platform or the ~~Registered Participant~~ registered participant the ~~Allocation Platform~~ allocation platform shall correct the invoice and any due amount shall be settled as soon as possible and at the latest within thirty (30) working days to the registered participant or the allocation platform—they have been notified to Registered Participant.
- (b) in case of an erroneous invoice based on erroneous information provided by third parties, the allocation platform shall correct the amount and settle the amount to the registered participant as soon as possible and at the latest within given ninety (90) working days, from the date the registered participant informed the allocation platform of the erroneous information.
- ~~(b)~~(c) in case the error in the invoice occurred due to technical constraint and if the resolution of technical constraint requires the allocation platform to update the auction

tool, the allocation platform shall resolve the technical constraint, correct the invoice and settle the amount to the registered participant as soon as possible and at the latest within one hundred eighty (180) working days.

~~12-13.~~ Bank fees of the payer's bank shall be covered by the payer. Bank fees of the receiving bank shall be covered by the beneficiary. Bank fees of any intermediary bank, shall be covered by the ~~Registered Participant~~registered participant.

~~13-14.~~ The ~~Registered Participant~~registered participant shall not be entitled to offset any amount, or withhold any debts arising in connection with obligations resulting from an ~~Auction~~auction, against any claims towards the ~~Allocation Platform~~allocation platform, whether or not arising out of an ~~Auction~~auction. Nevertheless, the right to offset and the right to withhold are not excluded in case the ~~Registered Participant~~registered participant's claim against ~~Allocation Platform~~allocation platform is established by a legally binding judgement or is uncontested.

#### *Article 66* **Payment disputes**

1. A ~~Registered Participant~~registered participant may dispute the amount of an invoice, including any amounts to be credited to the ~~Registered Participant~~registered participant. In this case, the ~~Registered Participant~~registered participant shall notify the nature of the dispute and the amount in dispute to the ~~Allocation Platform~~allocation platform as soon as practicable and in any event within fifteen (15) ~~Working Day~~working days after the date of issuance of the invoice or credit note by registered mail and electronic means as specified by the ~~Allocation Platform~~allocation platform on its website. Beyond this period, the invoice shall be deemed to have been accepted by the ~~Registered Participant~~registered participant.
2. If the ~~Registered Participant~~registered participant and the ~~Allocation Platform~~allocation platform are unable to resolve the difference within ten (10) ~~Working Day~~working days after the notification, the procedure for the dispute resolution in accordance with Article 70 shall apply.
3. A dispute shall in no way relieve the ~~Party~~party from the obligation to pay the amounts due as set forth in Article 65.
4. If it is agreed or determined based upon the dispute resolution procedure as set forth in Article 70 that an amount paid or received by the ~~Registered Participant~~registered participant was not properly payable, the following process shall apply:
  - (a) the ~~Allocation Platform~~allocation platform shall refund any amount including interest to be calculated according to Article 62(4) to the ~~Registered Participant~~registered participant in case that the amount paid by the ~~Registered Participant~~registered participant as set forth in Article 65(3) and (6) was higher or the amount paid by the ~~Allocation Platform~~allocation platform was lower than the due amount. The ~~Allocation Platform~~allocation platform shall make the payment to the bank account indicated by the ~~Registered Participant~~registered participant for this reimbursement in accordance with Article 9 paragraph 1 (h) provided the allocation platform has received the amount due from the relevant TSOs if applicable.
  - (b) the ~~Registered Participant~~registered participant shall pay any amount including interest to be calculated according to Article 62(4) to the ~~Allocation Platform~~allocation platform



platform in case that the amount paid by the Registered Partyregistered party as set forth in Article 65(3) and (6) was lower or the amount paid by the Allocation Platformallocation platform was higher than the due amount. The Registered Participantregistered participant shall make the payment in accordance with the procedure set forth in Article 65(8). Upon such payment the Allocation Platformallocation platform shall update the Credit Limitcredit limit of the Registered Participantregistered participant as set forth in Article 65(10).

5. The interest paid in case of a payment in accordance with paragraph 4 of this Article shall be applied from the first (1st) day following the date on which the payment was due up to the date on which the disputed amount was refunded and it shall apply also to all taxes and levies required by law.

#### Article 67

##### Late payment and payment incident

1. In case the Registered Participantregistered participant has not fully paid an invoice by the due date specified on the invoice, the Allocation Platformallocation platform shall notify the Registered Participantregistered participant that a payment incident will be registered if the amount including applicable interest due is not received within three (3) Working Dayworking day upon sending of the notification. In case of no payment within the deadline, the Allocation Platformallocation platform shall notify the Registered Participantregistered participant that the payment incident was registered.
2. Immediately after registration of the payment incident the Allocation Platformallocation platform may invoke the collaterals. After a recurring payment incident, the allocation platform may require from the registered participant to change its bank guarantee collateral to a cash deposit collateral.
3. The Allocation Platformallocation platform may suspend or terminate the Participation Agreementparticipation agreement in case of registered payment incident in accordance with Article 71 and Article 72.
4. In case of late payment or refund, the Partiesparties shall pay interest on the due amount, due including taxes and levies as from the first (1<sup>st</sup>) day following the date on which the payment was due until the date on which the payment is donesettled. The interest shall be equal to the highest amount of:
  - (a) a flat rate of 100 Euros (€); or
  - (b) in accordance with Article 5 of Directive 2011/7/EU, eight (8) percentage points per annum above the reference interest rate as officially published by the national authorities of the country in which the Allocation Platformallocation platform is located and rounded ed up to the nearest half percentage point.

## CHAPTER 11 Miscellaneous

### Article 68

#### Duration and amendment of ~~Allocation Rules~~ allocation rules

1. The ~~Allocation Rules~~ allocation rules are of indefinite duration and are subject to amendment in accordance with this Article. These ~~Allocation Rules~~ allocation rules and any amendments thereof shall be consulted upon subject to paragraph 7 of this Article, proposed by the relevant TSOs and enter into force in accordance with the applicable national regulatory regime. The ~~Allocation Platform~~ allocation platform shall publish the amended ~~Allocation Rules~~ allocation rules and send an amendment notice to ~~Registered Participant~~ registered participants.
2. Subject to paragraph 7 of this Article, an amendment shall enter into force at the date and time specified in the amendment notice but not earlier than thirty (30) calendar days after the amendment notice is sent to ~~Registered Participant~~ registered participants by the ~~Allocation Platform~~ allocation platform.
3. Each amendment shall apply to all aspects of these ~~Allocation Rules~~ allocation rules, including but not limited to all ~~Auction~~ auctions conducted after the date on which the amendment takes effect.
4. Unless expressly stated otherwise by the ~~Allocation Platform~~ allocation platform the amended ~~Allocation Rules~~ allocation rules shall govern all rights and obligations in connection with these ~~Allocation Rules~~ allocation rules including those acquired before the date of amendment but with the delivery date after the amendment takes effect.
5. Any amendment of these ~~Allocation Rules~~ allocation rules shall apply automatically to the ~~Participation Agreement~~ participation agreement in force between the ~~Allocation Platform~~ allocation platform and the ~~Registered Participant~~ registered participant, without the need for the ~~Registered Participant~~ registered participant to sign a new ~~Participation Agreement~~ participation agreement but without prejudice to the ~~Registered Participant~~ registered participant's right to request the termination of its ~~Participation Agreement~~ participation agreement in accordance with Article 72(1). By participating in the ~~Auction~~ auction after the ~~Registered Participant~~ registered participant was informed about the changes and/or adaptations of the ~~Allocation Rules~~ allocation rules and after these changes and/or adaptations of the ~~Allocation Rules~~ allocation rules entered into force, it is deemed that the ~~Registered Participant~~ registered participant has accepted the changed, i.e. the valid and effective version of the ~~Allocation Rules~~ allocation rules.
6. The ~~Allocation Rules~~ allocation rules and the border and /or regional specific annexes included thereto shall be periodically reviewed by the ~~Allocation Platform~~ allocation platform and the relevant TSOs at least every two years involving the ~~Registered Participant~~ registered participants. In case the relevant TSOs consider the amendment of these ~~Allocation Rules~~ allocation rules as a result of this review, the procedure described in this Article shall apply. This biennial review is without prejudice of the competence of ~~National Regulatory Authorities~~ national regulatory authorities and/or the allocation platform to request at any time amendments of the ~~Allocation Rules~~ allocation rules and the annexes included thereto in accordance with the existing legislation.

7. These ~~Allocation Rules~~allocation rules are subject to the legislation prevailing at the time at which they take effect. In the event that there is a change in the national legislation or any action by competent authorities at national and European Union level which have an effect on these ~~Allocation Rules~~allocation rules and/or their annexes then, notwithstanding any other provision of these ~~Allocation Rules~~allocation rules, the ~~Allocation Rules~~allocation rules shall be amended accordingly and pursuant to this Article.
8. For the purposes of the approval or the future amendment of bidding zone border specific requirements of these ~~Allocation Rules~~allocation rules, only the relevant regulatory authorities of the respective bidding zone border will have to state their explicit approval. Non-concerned competent authorities of these ~~Allocation Rules~~allocation rules will be duly informed.

#### Article 69 Liability

1. The ~~Allocation Platform~~allocation platform and the ~~Registered Participant~~registered participants are solely responsible for the fulfilment of any obligation they undertake or are subject to and which arises from or is in connection with the ~~Allocation Rules~~allocation rules and the ~~Participation Agreement~~participation agreement.
2. Subject to any other provisions of these ~~Allocation Rules~~allocation rules the ~~Allocation Platform~~allocation platform shall only be liable for damages caused by:

(a) fraud, gross negligence or wilful misconduct.

(b) death or personal injury arising from its negligence or that of its employees, agents or subcontractors.

3. In derogation to paragraph 2(a) of this Article, liability for indirect, consequential damages including, but not limited to, loss of profit, loss of opportunity, loss of chance, trading losses is excluded in all cases.

3.4. For the avoidance of doubt, the allocation platform shall not be liable for damages suffered by registered participants as a result of technical problems unless such act or omission is a result of fraud, gross negligence or wilful misconduct. The allocation platform shall have tested the computer systems and other technical equipment in their responsibility sufficiently before putting them into operation and shall be responsible for their adequate maintenance.

4.5. A Registered Participant registered participant shall indemnify and keep indemnified the Allocation Platform allocation platform and its officers, employees and agents from and against any and all loss or liability (including legal costs) related to a direct damage that it has caused, which any of them may suffer or incur by reason of any claim by any third party on account of any and all direct loss (whether direct or indirect) suffered by the claimant or any of the claimant's officers, agents, subcontractors or employees in connection with these Allocation Rules allocation rules. Liability of registered participants for indirect, consequential damages is excluded in all cases.

5.6. The Allocation Platform allocation platform and each Registered Participant registered participant acknowledges and agrees that it holds the benefit of paragraph 3 of this Article for itself and as trustee and agent for its officers, employees and agents.

6.7. The Registered Participant registered participant shall be solely responsible for its

participation in ~~Auction~~auctions including but not limited to the following cases:

- (a) the timely arrival of ~~Bid~~bids and transfer and return notifications by the ~~Registered Participant~~registered participant;
- (b) technical failure of the information system on the side of the ~~Registered Participant~~registered participant preventing the communication via the channels foreseen in accordance with these ~~Allocation Rules~~allocation rules.

~~7.8.~~ In case of remuneration in accordance with Article 48 or curtailment compensation due to ~~Force Majeure~~force majeure or in order to ensure operation remains within ~~Operational Security Limits~~operational security limits or in emergency situation in accordance with Article 59 and Article 60 and Article 61 or in accordance with any regional or border specific annex ~~Registered Participant~~registered participants shall not be entitled to other compensation than the compensation described in these ~~Allocation Rules~~allocation rules.

~~8.9.~~ The ~~Registered Participant~~registered participant shall be liable with respect to any sanctions, penalties, or charges that may be imposed by financial authorities on the ~~Allocation Platform~~allocation platform for incorrect tax treatment due to wrong or incomplete information provided by the ~~Registered Participant~~registered participant.

~~9.10.~~ This Article survives the termination of the ~~Registered Participant~~registered participant's ~~Participation Agreement~~participation agreement.

*Article 70*  
**Dispute resolution**

1. Without prejudice to paragraphs 6 and 8 of this Article, where there is a dispute the ~~Allocation Platform~~allocation platform and the ~~Registered Participant~~registered participant shall first seek amicable settlement through mutual consultation pursuant to paragraph 2. For this purpose, the ~~Party~~party raising the dispute shall send a notification to the other party indicating:
  - (a) the existence of a ~~Participation Agreement~~participation agreement between the ~~Parties~~parties;
  - (b) the reason for the dispute; and
  - (c) a proposal for a future meeting, physical or not, with a view to settle the dispute amicably.
2. The ~~Parties~~parties shall meet within twenty (20) ~~Working Day~~working days after the matter has been referred to them and seek to resolve the dispute. If no agreement is reached or no response received within a period of thirty (30) ~~Working Day~~working days from the date of the aforementioned notification, either ~~Party~~party may refer the matter to the senior management of the ~~Parties~~parties to resolve the dispute pursuant to paragraph 3.
3. The senior representative of each of the ~~Allocation Platform~~allocation platform and the ~~Registered Participant~~registered participant with authority to resolve the dispute shall meet within twenty (20) ~~Working Day~~working days of a request to meet and seek to resolve the dispute. If the representatives are unable to resolve the dispute within twenty (20) ~~Working Day~~working days of the meeting or such longer time as may be agreed then the dispute shall be determined by arbitration in accordance with paragraph 4.
4. Where a dispute is to be referred to arbitration under paragraph 3, either the ~~Allocation Platform~~allocation platform or the ~~Registered Participant~~registered participant may give notice to the other stating the nature of the dispute and referring the dispute to arbitration. Arbitration shall be conducted in accordance with the Rules of Arbitration of the Chamber of Commerce (ICC). The arbitration shall be conducted before one (1) arbitrator to be nominated upon agreement of the ~~Parties~~parties unless a ~~Party~~party requests the appointment of three (3) arbitrators. In case of one (1) arbitrator, the ~~Parties~~parties shall agree on the nomination of the arbitrator within two (2) months after the notice was given by the ~~Party~~party referring the dispute to arbitration. If no agreement can be found, the arbitrator shall be appointed by the ICC Court. In case of three (3) arbitrators the claimant shall nominate one (1) arbitrator and the respondent shall nominate one (1) arbitrator. The arbitrators nominated by each ~~Party~~party shall then nominate the chairman of the arbitral tribunal within three (3) ~~Working Day~~working days from the confirmation of the appointment of the second arbitrator by the respondent. If the arbitrators nominated by each party cannot agree on the appointment of the chairman, the chairman shall be appointed by the ICC Court. The arbitration shall take place in the location of the ~~Allocation Platform~~allocation platform unless otherwise defined in the ~~Participation Agreement~~participation agreement and in accordance with the governing law of these ~~Allocation Rules~~allocation rules while the language of the arbitration proceedings shall be English. The emergency arbitrator provisions according to the Rules of Arbitration of the Chamber of Commerce shall not apply but the interim or injunctive relief measures under the governing law shall apply.

5. Arbitration awards shall be final and binding on the ~~Allocation Platform~~allocation platform and the relevant ~~Registered Participant~~registered participant as from the date that they are made. The ~~Allocation Platform~~allocation platform and the ~~Registered Participant~~registered participant shall carry out any award of an arbitration relating to any dispute

without delay and each waive their right to any form of appeal or recourse to a court of law or other judicial authority, in so far as such waiver may validly be made.

6. Notwithstanding paragraphs 3 and 4 of this Article, the ~~Parties~~parties may jointly agree to apply court proceedings instead of arbitration to settle a dispute arisen in connection with these ~~Allocation Rules~~allocation rules.
7. In cases of late payment and notwithstanding Article 67 and paragraphs 1 to 4 of this Article, a ~~Party~~party may bring court proceedings against the other ~~Party~~party for any amount due under or in connection with these ~~Allocation Rules~~allocation rules and unpaid for more than twenty (20) ~~Working Day~~working days after the date the amounts were due.
8. The ~~Parties~~parties agree that proceedings referred to in paragraph 6 or paragraph 7 may be brought in any competent court to hear such claim. The ~~Registered Participant~~registered participant irrevocably waives any objection which it may have now or hereafter regarding the venue of such proceedings in any competent court and any claim that any such proceedings have been brought in an inconvenient forum.
9. Notwithstanding any reference to amicable settlement, expert resolution or arbitration under this Article, the ~~Allocation Platform~~allocation platform and the ~~Registered Participant~~registered participant shall continue to perform their respective obligations under these ~~Allocation Rules~~allocation rules and the ~~Registered Participant~~registered participant's ~~Participation Agreement~~participation agreement.
10. This Article survives the termination of the ~~Registered Participant~~registered participant's ~~Participation Agreement~~participation agreement.

#### Article 71

#### **Suspension of the ~~Participation Agreement~~participation agreement**

1. The ~~Allocation Platform~~allocation platform may by notice to the ~~Registered Participant~~registered participant suspend temporarily the ~~Registered Participant~~registered participant's rights in connection with these ~~Allocation Rules~~allocation rules with immediate effect if the ~~Registered Participant~~registered participant commits a major breach of an obligation in connection with these ~~Allocation Rules~~allocation rules which may have a significant impact to the ~~Allocation Platform~~allocation platform as follows:
  - (a) if a ~~Registered Participant~~registered participant fails to pay any amount properly due and owing to the ~~Allocation Platform~~allocation platform pursuant to Article 67;
  - (b) if a ~~Registered Participant~~registered participant fails to provide and maintain collaterals in accordance with Article 25;
  - (c) any breach which may have a significant financial impact to the ~~Allocation Platform~~allocation platform;
  - (d) **if** the ~~Allocation Platform~~allocation platform has reasonable grounds to believe that the ~~Registered Participant~~registered participant no longer satisfies one or more of any other conditions to participate in ~~Auction~~auctions according to these ~~Allocation Rules~~allocation rules unless termination applies according to Article 72; and
  - (e) if the ~~Registered Participant~~registered participant is under economic and trade sanctions which may have a significant impact to the ~~Allocation Platform~~allocation platform.

2. In any case of a minor breach in relation to these ~~Allocation Rules~~ allocation rules such as but not limited to the failure of the ~~Registered Participant~~ registered participant to notify a change in the submitted information in accordance with Article 9, the ~~Allocation Platform~~ allocation platform may by notice to the ~~Registered Participant~~ registered participant inform the ~~Registered Participant~~ registered participant's that its rights in connection with these ~~Allocation Rules~~ allocation rules may be suspended unless the ~~Registered Participant~~ registered participant remedies the suspension event in the time period specified in the notice. The suspension shall take effect when the period specified for remedy has elapsed without that such remedy has taken place.
3. —After the suspension takes effect in accordance with paragraphs 1 and 2 of this Article, the following applies:
- (a) in cases of suspension in accordance with Article 71(1)(a) to (d), the ~~Registered Participant~~ registered participant may no longer participate in an ~~Auction~~ auction or in the transfer or return of ~~Long Term Transmission Right~~ long-term transmission rights and unless the payment of the ~~Long Term Transmission Right~~ long-term transmission right is fully settled or fully secured by collaterals by the suspended ~~Registered Participant~~ registered participant, the suspended ~~Registered Participant~~ registered participant shall not be entitled to use (nominate or get remunerated) ~~Long Term Transmission Right~~ long-term transmission rights according to CHAPTER 7.
- (b) in cases of suspension in accordance with Article 71(1)(e), the suspended registered participant may no longer participate in an auction or in the transfer or return of long-term transmission rights. The suspended registered participant shall not be entitled to use (nominate or get remunerated) long-term transmission rights according to CHAPTER 7.
- 3.4. For the avoidance of doubt, the ~~Long Term Transmission Right~~ long-term transmission rights which the ~~Registered Participant~~ registered participant is prohibited from using as a result of such suspension may be offered by the ~~Allocation Platform~~ allocation platform in subsequent ~~Auction~~ auctions and the ~~Allocation Platform~~ allocation platform shall not return the remuneration for ~~Long Term Transmission Right~~ long-term transmission rights in accordance with Article 48.
- 4.5. The ~~Allocation Platform~~ allocation platform may withdraw a notice under paragraphs 1 or 2 of this Article at any time. Having given a notice under paragraphs 1 or 2 of this Article, the ~~Allocation Platform~~ allocation platform may give a further or other notice at any time in respect of the same or a different suspension event.
- 5.6. Once the ~~Registered Participant~~ registered participant has fulfilled or remedied the suspension event as notified to it in the notice sent by the ~~Allocation Platform~~ allocation platform, the ~~Allocation Platform~~ allocation platform shall reinstate as soon as reasonably practicable the ~~Registered Participant~~ registered participant's rights in relation to use of its allocated ~~Long Term Transmission Right~~ long-term transmission rights and its ability to participate in ~~Auction~~ auctions and/or the transfer and return of ~~Long Term Transmission Right~~ long-term transmission rights by written notice to the ~~Registered Participant~~ registered participant. As from the date of effect of the reinstatement, the ~~Long Term Transmission Right~~ long-term transmission rights allocated prior to the suspension and which remain unused may be nominated in the case of ~~Physical Transmission Right~~ physical transmission rights and the ~~Registered Participant~~ registered participant may participate in ~~Auction~~ auctions and/or the transfer and return of ~~Long Term Transmission Right~~ long-term transmission rights and is entitled to receive remuneration for ~~Long Term Transmission Right~~ long-term transmission



rights in accordance with Article 48.

~~6.7.~~ If the ~~Allocation Platform~~allocation platform gives a notice to a ~~Registered Participant~~registered participant under paragraph 1 or 2 of this Article, such notice of suspension does not relieve the ~~Registered Participant~~registered participant from its payment obligations under CHAPTER 10, including its payment obligations in relation to the ~~Long Term Transmission Right~~long-term transmission rights for which the ~~Registered Participant~~registered participant loses the right of use pursuant to paragraph 2. For the avoidance of doubt and only in the event of a suspension in accordance with Article 71 paragraph 1 (e), the ~~Registered Participant~~registered participant is entitled to receive all or part of the amount paid for the original product. The ~~Allocation Platform~~allocation platform shall perform the return of the amount paid for the original product following the approval of the transfer by the ~~Allocation Platform~~allocation platform's banking partner.

#### Article 72

#### Termination of the ~~Participation Agreement~~participation agreement

1. A ~~Registered Participant~~registered participant may at any time request the ~~Allocation Platform~~allocation platform to terminate the ~~Participation Agreement~~participation agreement to which the ~~Registered Participant~~registered participant is a ~~Party~~party. The termination shall take effect after thirty (30) ~~Working Day~~working days upon receipt of the termination request by the ~~Allocation Platform~~allocation platform and if all outstanding payment obligations are settled, which for the avoidance of doubt shall include any and all remaining instalments for the entire product period of long-term transmission rights with a product period of one (1) or more months.
2. A ~~Registered Participant~~registered participant may terminate the ~~Participation Agreement~~participation agreement to which the ~~Registered Participant~~registered participant is a ~~Party~~party for good cause when the ~~Allocation Platform~~allocation platform has committed a major breach of an obligation connected with these ~~Allocation Rules~~allocation rules or the ~~Participation Agreement~~participation agreement in the following cases:
  - (a) where the ~~Allocation Platform~~allocation platform repeatedly fails to pay any amount properly due and owing to the ~~Registered Participant~~registered participant with a significant financial impact;
  - (b) where there is a significant breach of the confidentiality obligations in accordance with Article 75.
3. The ~~Registered Participant~~registered participant shall send a notice to the ~~Allocation Platform~~allocation platform stating the reason for termination and giving the ~~Allocation Platform~~allocation platform twenty (20) ~~Working Day~~working days to remedy the breach. Unless the ~~Allocation Platform~~allocation platform remedies the breach within the abovementioned deadline, the termination shall take effect immediately upon expiration of such deadline. A holder of ~~Long Term Transmission Right~~long-term transmission rights whose ~~Participation Agreement~~participation agreement is terminated under this paragraph is under no obligation to pay remaining instalments for the ~~Long Term Transmission Right~~long-term transmission rights' and is entitled to a refund to the extent that any instalment includes an amount in respect of use after the date of termination, to be calculated pro-rata from the date termination takes effect.
4. If any of the termination events in paragraph 4-5 occurs in relation to a ~~Registered~~

~~Participant~~registered participant, the ~~Allocation Platform~~allocation platform may by notice to the ~~Registered Participant~~registered participant terminate the ~~Participation Agreement~~participation agreement, including the ~~Registered Participant~~registered participant's rights connected with these ~~Allocation Rules~~allocation rules. A termination under this paragraph takes effect from the time of the notice or any later time specified in it. The ~~Registered Participant~~registered participant may not at a later stage enter into the ~~Participation Agreement~~participation agreement with the ~~Allocation Platform~~allocation platform until the circumstances of termination continue to exist or it is not sufficiently guaranteed that the breach may not occur again.

5. The termination events referred to in paragraph 3-4 shall be the following:

(a) if the rights of the ~~Registered Participant~~registered participant are suspended for longer than thirty (30) ~~Working Day~~working days;

(b) if a ~~Registered Participant~~registered participant does not qualify for the participation in the ~~Auction~~auction as set forth in Article 10;

~~(b)~~(c) if a registered participant received three single payment incident notifications within the same calendar year from the allocation platform, as described in Article 67 paragraph (3) of these allocation rules;

~~(c)~~(d) if a ~~Registered Participant~~registered participant repeatedly breaches these ~~Allocation Rules~~allocation rules or a ~~Participation Agreement~~participation agreement, whether or not the breach is capable of remedy;

~~(d)~~(e) if a competent authority (i) determines that the ~~Registered Participant~~registered participant has committed a misuse or fraudulent act and (ii) requests the ~~Allocation Platform~~allocation platform to terminate the ~~Participation Agreement~~participation agreement to which such ~~Registered Participant~~registered participant is a ~~Party~~party or (iii) agrees that the ~~Allocation Platform~~allocation platform has reasonable grounds to believe that the ~~Registered Participant~~registered participant has committed a misuse or fraudulent act in participating in ~~Auction~~auctions and transfer/return of ~~Long Term Transmission Right~~long-term transmission rights; or

(f) if the ~~Registered Participant~~registered participant has taken any action which may lead to the damaging or reduction in effectiveness of the ~~Auction Tool~~auction tool (it being understood that such an action is deemed to happen in case of any ~~behavior~~behaviour that can be assimilated to an attack on the information system such as, but not limited to, deny of service, spam, virus, brute forcing, Trojan horse attack); or

~~(e)~~(g) if the registered participant has been inactive in the business relationship with the allocation platform for more than fifteen (15) months. For the sake of clarity, the allocation platform shall have notified the registered participant ahead of the upcoming termination.

6. After the termination takes effect in accordance with paragraphs 1 to 3 of this Article and from that time, the ~~Registered Participant~~registered participant may no longer participate in an ~~Auction~~auction or in the transfer or return of ~~Long Term Transmission Right~~long-term transmission rights it has acquired. CHAPTERS 5, 6 and 7 shall not apply to such acquired ~~Long Term Transmission Right~~long-term transmission rights. For the avoidance of doubt, the ~~Long Term Transmission Right~~long-term transmission rights, which the ~~Registered Participant~~registered participant is prohibited from using as a result of termination, may be

offered by the ~~Allocation Platform~~ allocation platform in subsequent ~~Auction~~ auctions and the ~~Allocation Platform~~ allocation platform shall not return the remuneration for ~~Long Term Transmission Right~~ long-term transmission rights in accordance with Article 48.

7. Termination of a ~~Participation Agreement~~ participation agreement does not affect any rights and obligations under or in connection with the ~~Participation Agreement~~ participation agreement and these ~~Allocation Rules~~ allocation rules which arose prior to that termination unless otherwise specified in this Article. Accordingly, any ~~Registered Participant~~ registered participant whose ~~Participation Agreement~~ participation agreement is terminated will remain liable, subject to and in accordance with the ~~Allocation Rules~~ allocation rules, in respect of all such rights and liabilities. This paragraph shall apply without prejudice to other remedies available to the ~~Allocation Platform~~ allocation platform under these ~~Allocation Rules~~ allocation rules.

### Article 73

#### Force ~~m~~Majeure

1. The ~~Allocation Platform~~ allocation platform or a ~~Registered Participant~~ registered participant, which invokes ~~Force Majeure~~ force majeure, shall promptly send to the other ~~Party~~ party a notification describing the nature of ~~Force Majeure~~ force majeure and its probable duration and shall continue to furnish reports with respect thereto with reasonable frequency during the period of ~~Force Majeure~~ force majeure. The ~~Party~~ party invoking the ~~Force Majeure~~ force majeure shall make every possible effort to limit the consequences of the ~~Force Majeure~~ force majeure.
2. The affected obligations, duties and rights of a ~~Party~~ party subject to ~~Force Majeure~~ force majeure shall be suspended from the beginning of ~~Force Majeure~~ force majeure, with the exception of the confidentiality provisions in accordance with Article 75.
3. Suspension under paragraph 2 is subject to the following:
  - (a) suspension will be of no greater scope and of no longer duration than is required by the ~~Force Majeure~~ force majeure;
  - (b) the suspension applies only for so long as the ~~Party~~ party invoking to ~~Force Majeure~~ force majeure is using reasonable efforts to remedy their inability to perform.
4. The consequences of a Force Majeure event, which is not subject to any discussion or litigation between the ~~Allocation Platform~~ allocation platform and the ~~Registered Participant~~ registered participant, are:
  - (a) the ~~Party~~ party invoking ~~Force Majeure~~ force majeure cannot be held responsible to pay compensation for any damage suffered, due to the non-performance or partial performance of all or any of its obligations during the ~~Force Majeure~~ force majeure and when such non-performance or partial performance is due directly to ~~Force Majeure~~ force majeure;
  - (b) the acquired ~~Long Term Transmission Right~~ long-term transmission rights which have been entirely paid and become subject to ~~Force Majeure~~ force majeure are reimbursed for the duration of the ~~Force Majeure~~ force majeure in accordance with any applicable legislation and these ~~Allocation Rules~~ allocation rules; and

- (c) where the ~~Long Term Transmission Right~~long-term transmission rights' holder is the party claiming the ~~Force Majeure~~force majeure event, the ~~Allocation Platform~~allocation platform may, for its own benefit, reallocate the holder's ~~Long Term Transmission Right~~long-term transmission rights to the subsequent ~~Auction~~auctions and for the duration of the ~~Force Majeure~~force majeure event.
5. If the ~~Force Majeure~~force majeure continues for a period longer than six (6) months, the ~~Allocation Platform~~allocation platform or each ~~Registered Participant~~registered participant may, by notice to the other given at any time while the ~~Force Majeure~~force majeure continues beyond that period, unilaterally terminate the ~~Participation Agreement~~participation agreement. The termination shall take effect ten (10) ~~Working Day~~working days after the notice is given or any later date specified in the notice. A holder of ~~Long Term Transmission Right~~long-term transmission rights whose ~~Participation Agreement~~participation agreement is terminated under this paragraph is under no obligation to pay remaining instalments for the ~~Long Term Transmission Right~~long-term transmission rights' and is entitled to a refund to the extent that any instalment includes an amount in respect of use after the date of termination, to be calculated pro-rata from the date termination takes effect.
6. For avoidance of doubt this Article is without prejudice to the provisions of CHAPTER 9 regarding the curtailment of ~~Long Term Transmission Right~~long-term transmission rights.

*Article 74*  
**Notices**

1. Any notice or other communication to be given under or in connection with these ~~Allocation Rules~~allocation rules shall be in English.
2. Unless otherwise expressly provided in these ~~Allocation Rules~~allocation rules, all notices or other communications shall be in writing and shall be sent by electronic means as specified by the ~~Allocation Platform~~allocation platform on its website and marked for the attention of the other ~~Party~~party's representative as set out in the ~~Participation Agreement~~participation agreement or as notified by the ~~Registered Participant~~registered participant from time to time in accordance with Article 9.
3. All notices or other communications shall be given by letter delivered by hand against receipt or sent by registered mail or courier in the following cases:
- (a) the conclusion of the ~~Participation Agreement~~participation agreement in accordance with Article 6;
  - (b) the suspension and termination according to Article 71 and Article 72; and
  - (c) the submission of the ~~Bank Guarantee~~bank guarantee, in the event the ~~Bank Guarantee~~bank guarantee includes handwritten signature(s),- in accordance with Article 21 paragraph 3.
4. All notices or other communications shall be deemed to have been received:
- (a) in the case of delivery by hand, when delivered against receipt; or
  - (b) in the case of recorded delivery prepaid post, on the day following the recorded day

of delivery; or

- (c) in the case of sent by electronic means as specified by the ~~Allocation Platform~~allocation platform on its website, when delivered to the other party but only if an acknowledgement of receipt is requested and obtained by the ~~Party~~party sending by electronic means as specified by the ~~Allocation Platform~~allocation platform on its website.
5. If a notice or other communication has been received outside normal ~~Working Hour~~working hours on a ~~Working Day~~working day), it is deemed to have been received at the opening of business on the next ~~Working Day~~working day.

*Article 75*  
**Confidentiality**

1. The ~~Participation Agreement~~participation agreement and any other information exchanged relating to its preparation and the application of a market participant shall be considered as confidential.
2. Subject to paragraph 3 of this Article, the ~~Allocation Platform~~allocation platform and each ~~Registered Participant~~registered participant who is a recipient of confidential information in relation to these ~~Allocation Rules~~allocation rules shall preserve the confidentiality of such information and shall not directly or indirectly reveal, report, publish, disclose, transfer or use any item of the confidential information otherwise than for the purpose for which it was disclosed.
3. Notwithstanding paragraph 2 of this Article, the ~~Allocation Platform~~allocation platform or a ~~Registered Participant~~registered participant may disclose confidential information of a disclosing ~~Party~~party to a third party with the other ~~Party~~party's prior consent expressed in writing and subject to the condition that the receiving ~~Party~~party has given assurance that such third party is bound by equivalent confidentiality obligations as set out in these ~~Allocation Rules~~allocation rules directly enforceable by the other ~~Party~~party.
4. Notwithstanding paragraph 2 of this Article the ~~Allocation Platform~~allocation platform or a ~~Registered Participant~~registered participant may disclose confidential information of a disclosing ~~Party~~party:
  - (a) to the extent expressly permitted or contemplated by the ~~Allocation Rules~~allocation rules;
  - (b) to any person who is one of the directors, officers, employees, agents, advisers or insurers of the recipient and who needs to know the confidential information in connection with these ~~Allocation Rules~~allocation rules;
  - (c) as far as required in order to comply with applicable national or EU legislation such as ~~REGULATION Regulation~~Regulation (EU) No 1227/2011 and ~~REGULATION Regulation~~Regulation (EU) No 543/2013 or any other relevant domestic administrative acts such as grid codes;
  - (d) as far as required by a court, arbitrator or administrative tribunal or an expert in the course of proceedings before it to which the recipient is a ~~Party~~party;
  - (e) as may be required by the relevant TSOs for the proper fulfilment of their mission and their obligations in accordance with applicable laws and these ~~Allocation Rules~~allocation rules by themselves or through agents or advisers; or
  - (f) as far as required in order to obtain clearances or consents from a competent authority.
5. Moreover, the obligations arising from this Article shall not apply:
  - (a) if the ~~Party~~party which receives the information can prove that at the time of disclosure, such information was already publicly available;
  - (b) if the receiving ~~Party~~party provides proof that, since the time of disclosure, the said

information has been legally received from a third party or has become publicly available;

- (c) to confidential information communicated, in accordance with the legal and regulatory provisions, in an incorporated form from which no item of information specific to a market participant can be deduced;
  - (d) to information whose publication is explicitly provided for by the present ~~Allocation Rules~~allocation rules.
6. The obligations of confidentiality in this Article shall remain valid for a period of five (5) years after termination of the ~~Registered Participant~~registered participant's ~~Participation Agreement~~participation agreement.
7. The signature of a ~~Participation Agreement~~participation agreement and the exchange of confidential information do not confer any rights to patents, knowledge or any other form of intellectual property concerning information or tools made available or sent by one ~~Party~~party to the other under the terms of these ~~Allocation Rules~~allocation rules.

#### *Article 76*

#### **Assignment and subcontracting**

1. The ~~Allocation Platform~~allocation platform may assign, novate or otherwise transfer any of its rights or obligations under a ~~Participation Agreement~~participation agreement or these ~~Allocation Rules~~allocation rules to another ~~Allocation Platform~~allocation platform. The ~~Allocation Platform~~allocation platform shall notify the ~~Registered Participant~~registered participants of the change by ~~sending~~ electronic means as specified by the ~~Allocation Platform~~allocation platform on its website with acknowledgment of receipt as soon as possible and in any event at least ten (10) ~~Working Day~~working days before the date on which the change takes effect.
2. Without prejudice to Article 41, a ~~Registered Participant~~registered participant may not assign, novate or otherwise transfer any of its rights or obligations under its ~~Participation Agreement~~participation agreement or these ~~Allocation Rules~~allocation rules without the prior written consent of the ~~Allocation Platform~~allocation platform.
3. Nothing in this Article shall prevent an ~~Allocation Platform~~allocation platform or ~~Registered Participant~~registered participant from entering into a subcontracting agreement in relation to this ~~Allocation Rules~~allocation rules. Entry into a subcontracting agreement by a ~~Registered Participant~~registered participant does not relieve the ~~Registered Participant~~registered participant of any obligation or liability under its ~~Participation Agreement~~participation agreement or these ~~Allocation Rules~~allocation rules.

#### *Article 77*

#### **Governing law**

These ~~Allocation Rules~~allocation rules shall be governed by and construed in all respects in accordance with the law of the location of the registered office of the ~~Allocation Platform~~allocation platform unless otherwise specified in the ~~Participation Agreement~~participation agreement.

*Article 78*  
**Language**

The applicable language for these ~~Allocation Rules~~allocation rules shall be English. For the avoidance of doubt, where TSOs need to translate these ~~Allocation Rules~~allocation rules into their national language, in the event of inconsistencies between the English version published by the ~~Allocation Platform~~allocation platform and any version in another language, the English version published by the ~~Allocation Platform~~allocation platform shall prevail.

*Article 79*  
**Intellectual property**

No ~~Party~~party shall acquire any right, title, license or interest in or to any intellectual property rights of the other ~~Party~~party in connection with these ~~Allocation Rules~~allocation rules.

*Article 80*  
**Relationship of the ~~Parties~~parties**

1. The relationship of the ~~Allocation Platform~~allocation platform and the ~~Registered Participant~~registered participant is that of service provider and service user respectively. Except as expressly provided in these ~~Allocation Rules~~allocation rules, nothing contained or implied in these ~~Allocation Rules~~allocation rules constitutes or is deemed to constitute the ~~Allocation Platform~~allocation platform or a ~~Registered Participant~~registered participant, the partner, agent or legal representative of the other for any purpose whatsoever including transfer of ~~Long Term Transmission Right~~long-term transmission rights or create or be deemed to create any partnership, agency or trust between the ~~Parties~~parties.
2. The ~~Registered Participant~~registered participant acknowledges that neither the ~~Allocation Platform~~allocation platform nor any person acting on behalf of or associated with the ~~Allocation Platform~~allocation platform makes any representation, gives any advice or gives any warranty or undertaking of any kind in respect of these ~~Allocation Rules~~allocation rules, the ~~Participation Agreement~~participation agreements or the disclosed information or otherwise in relation to or in connection with these ~~Allocation Rules~~allocation rules, the ~~Participation Agreement~~participation agreements and the disclosed information or any transaction or arrangement contemplated by these ~~Allocation Rules~~allocation rules, the ~~Participation Agreement~~participation agreements and the disclosed Information except as specifically provided in these ~~Allocation Rules~~allocation rules or the ~~Participation Agreement~~participation agreement.

*Article 81*  
**No third party rights**

The ~~Allocation Platform~~allocation platform and each ~~Registered Participant~~registered participant acknowledge and agree that a person who is not a party to the ~~Participation Agreement~~participation agreement between them, including any other market participant, has no rights to enforce these ~~Allocation Rules~~allocation rules or the ~~Participation Agreement~~participation agreement as between the ~~Allocation Platform~~allocation platform and that ~~Registered Participant~~registered participant.



*Article 82*  
**Waiver**

1. No omission to exercise or delay in exercising any right, power or remedy provided by law or under these ~~Allocation Rules~~allocation rules shall impair or constitute a waiver of such or any other right, power or remedy. No single or partial exercise of any such right, power or remedy precludes or impairs any other or further exercise thereof or the exercise of any other right, power or remedy provided by law or under these ~~Allocation Rules~~allocation rules.
2. Any waiver of any right, power or remedy under these ~~Allocation Rules~~allocation rules must be in writing and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated, any waiver is effective only in the instance and only for the purpose for which it is given.

*Article 83*  
**Entire agreement**

These ~~Allocation Rules~~allocation rules and the ~~Participation Agreement~~participation agreement contain or expressly refer to the entire agreement between the ~~Allocation Platform~~allocation platform and each ~~Registered Participant~~registered participant with respect to the subject matter hereof and expressly exclude any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the ~~Allocation Platform~~allocation platform and each ~~Registered Participant~~registered participant with respect thereto. The ~~Allocation Platform~~allocation platform and each ~~Registered Participant~~registered participant acknowledge and confirm that none of them accede to these ~~Allocation Rules~~allocation rules or the ~~Participation Agreement~~participation agreement in reliance on any representation, warranty or other undertaking (other than where made fraudulently) not fully reflected in the terms of these ~~Allocation Rules~~allocation rules or the ~~Participation Agreement~~participation agreement.

*Article 84*  
**Remedies exclusive**

The rights and remedies provided by these ~~Allocation Rules~~allocation rules and the ~~Participation Agreement~~participation agreement to the ~~Allocation Platform~~allocation platform and each ~~Registered Participant~~registered participant are exclusive and not cumulative and, to the extent permissible by law, shall exclude and be in place of all substantive (but not procedural) rights or remedies expressed or implied and provided by law or statute in respect of the subject matter of these ~~Allocation Rules~~allocation rules and the ~~Participation Agreement~~participation agreement. Accordingly, the ~~Allocation Platform~~allocation platform and each ~~Registered Participant~~registered participant hereby waives to the fullest extent possible all such rights and remedies provided by law or statute, and releases each other of them if it is liable to any other of them, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by law or statute in respect of the matters dealt with in these ~~Allocation Rules~~allocation rules and the ~~Participation Agreement~~participation agreement and undertakes not to enforce any of the same except as expressly provided herein.

*Article 85*  
**Severability**

If any provision of these ~~Allocation—Rules~~allocation rules or a ~~Participation Agreement~~participation agreement is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or pursuant to arbitration or by order of any competent authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of these ~~Allocation—Rules~~allocation rules and the ~~Participation Agreement~~participation agreement which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality. Any invalid, illegal, void and/or unenforceable part(s) or provision(s) shall be replaced by valid, legal and/or enforceable part(s) or provision(s) in order to achieve the intended economic and legal effect.

