

General Terms and Conditions of Business of the Balance Group Coordinator

(General Terms-BGC; Version 11.00)

for the Control Area of Austrian Power Grid AG

Approved by E-Control

pursuant to §11 of "Federal Act regulating the requirements for carrying out the tasks and powers of a clearing agency for transactions and price determination for imbalance energy volumes" ("Clearing Agency Act"; Federal Law Gazette 2000 I/121 Art 9, as amended).

These General Terms and Conditions of Business of the Balance Group Coordinator (BGC) as amended in Version 11.00 apply as of 1 February 2014. The General Terms and Conditions of Business of the Balance Group Coordinator (BGC) as amended in Version 10 no longer apply as of this date.

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1 General

1.1 Object of these Provisions

1. General Terms and Conditions of Business of the Balance Group Coordinator (General Terms) govern the rights and obligations of the Balance Group Coordinator (BGC) and of its contractual partners (hereinafter Contractual Partners) for a fully functioning liberalized electricity market for the purpose of price determination for imbalance¹ energy, and for determining and settling imbalance energy on the basis of the Federal Acts (§ 23 Austrian Electricity Industry and Organization Act² (4) and (5) und Art. 9 Austrian Energy Industry Deregulation Act³, Federal Law Gazette (FLG) I 2000/121, as amended - Federal Law Gazette 2004 I/25 Clearing Agency Act⁴).
2. The Contractual Partners of the BGC in this context are, in particular, the Balance Group Representatives (BGR), the Control Area Managers (CAM), the Grid Operators (GO) and the suppliers of electric power, the providers of balancing energy, the Power Exchanges and Clearing Agents for Power Exchanges (both referred to hereinafter as PX) as well as the eco-Balance Group Representative in the control area APG (eco-BGR).
3. The contractual relationships of the Contractual Partners are also subject to the Electricity Market Code⁵ and the Technical-Organizational Rules (TOR)⁶, as amended. The Electricity Market Code and TOR are published on the Internet website of E-Control, www.e-control.at.
4. Furthermore, the following annexes attached to these General Terms are an integral part of the contractual relationship between the Balance Group Coordinator (BGC) and its contractual partners:
 - **Annex Management of Imbalance Energy Volumes**
 - **Annex Settlement of Accounts and Billing**
 - **Annex Credit Assessment**
 - **Annex Risk Management, Depositing of Collateral**
 - **Annex Switching Platform**
5. Any further tasks of the BGC (pursuant to the provisions of Electricity Act and Clearing Agency Act) must be agreed on separately.

1.2 Definition of Terms

The terms used in the General Terms are defined in the **Annex Definition of Terms**.

1.3 Performance of Tasks by Third Parties

1. The BGC may use the services of third parties for the fulfillment of its tasks in restricted and specific areas provided this is permissible pursuant to legal provisions.
2. These areas are specifically:
 - Development and maintenance of the IT systems required for the fulfilment of the tasks of the BGC, especially for the settlement system and the pricing module, and for

¹ "Imbalance energy (*Ausgleichsenergie*): means the difference between the amount of energy scheduled and the amount actually fed in or out by a balance group during each defined measurement period, where the energy per measurement period may be either metered or calculated." (EIWOG Definition) "Balancing energy (*Regelenergie*): means energy used by TSOs to perform balancing." (ENTSO-E Definition).

² EIWOG, Elektrizitätswirtschafts- und -organisationsgesetz = Austrian Electricity Industry and Organization Act

³ Energieliberalisierungsgesetz = Austrian Energy Industry Deregulation Act

⁴ VerStG, Verrechnungstellengesetz = Clearing Agency Act

⁵ Sonstige Marktregeln = Electricity Market Code

⁶ Technische-organisatorische Regeln = Technical-Organizational Rules

hardware and database support tasks including an assessment of the necessary technical requirements of the Contractual Partners pursuant to these General Terms.

- The financial clearing for imbalance energy, in particular, credit assessments; the depositing, management and realization of collateral; billing, reminders and collection.

1.4 Data

1.4.1 Data Management

To carry out data management, every Contractual Partner of the BGC (Contractual Partner) is assigned a unique identification by BGC valid throughout Austria (alias name) and an identification number for each control area that must be stated by the Contractual Partners every time data is exchanged and on all correspondence.

1.4.2 Data Provision

1. The Contractual Partners are under the obligation to make the data available to BGC required for it to perform its tasks.
2. Form, security standards and content of the data to be exchanged as well as the type and manner of the data transmission are governed by the Electricity Market Code.

1.4.3 Data Transmission

The successful transmission of the data must be checked immediately by the Contractual Partner and by the BGC. If the data transmission is not checked automatically, this is done during the usual office hours. The BGC makes it possible for the Contractual Partners to view the data received. The Contractual Partners must report false transmissions to the BGC and the Contractual Partner must correct these.

1.4.4 Correctness of the Data, Data Storage

1. The Contractual Partner is responsible for the correctness of the data it has prepared and sent. The Contractual Partner is under the obligation to check the orderly and correct transmission of the data sent in the system of the BGC. The BGC makes it possible for the Contractual Partners to view the data received. In the event of well-founded doubts regarding the correctness of the data, the BGC has the right to reasonable proof of the correctness of the data reported with respect to form and scope. The Contractual Partners must pay all reasonable costs for the checking the data if the doubts are proven true, otherwise the BGC bears the costs.
2. The Contractual Partners are under the obligation to keep the data received available for two years and to store the data for a further year and to resend the data on request.

1.4.5 Measures to be taken in the Event of Technical Disruptions

1. In the event of technical disruptions, each of the Contractual Partners must immediately inform the respective other Contractual Partner and initiate all economically acceptable measures in order to secure the proper processing of the contract.
2. The Contractual Partners have the right to suspend the transmission and receipt of data for the purpose of carrying out work required for operations on the IT systems that serve the fulfilment of the tasks. The Contractual Partners will inform each other of such work, if the work is predictable, but at least 48 hours before commencement.
3. Data not sent due to disruptions and operational interruptions must be sent without delay after the disruptions and operational interruptions are over.

1.4.6 Data Protection and Obligation of the Balance Group Coordinator to Maintain Secrecy

1. The BGC is permitted to use the data of the Contractual Partners for the execution of its tasks exclusively in accordance with applicable federal and local laws and to transmit and hand over the data to other BGCs, CAMs, BGRs, eco-BGRs, suppliers and Grid Operators that need the data for the performance of their legal tasks.
2. The BGC must treat the business and operating secrets of the Contractual Partners it gains knowledge of in connection with its activities confidentially.
3. The BGC is obligated to commit its employees, contractors and vicarious agents to comply with the aforementioned data protection and secrecy obligations.

1.4.7 Data Inspection

1. Every Contractual Partner managed by the BGC in its system has the right to inspect its own data electronically via a password-protected Internet connection.
2. Every Contractual Partner has the right to inspect the market information at any time electronically in the system of the BGC in accordance with legal provisions.
3. The BGC will publish the market price index on the subsequent workday for each clearing period on its website pursuant to the bidder curve of the last day.

1.5 Billing Policy

1. Payments relating to the settlement of imbalance energy and clearing fees are due within three banking workdays as of the date of the invoice via SEPA business-to-business direct debits. The BGR is under the obligation to assign and communicate the mandate for the required SEPA business-to-business direct debit to the BGC and to send a copy of this SEPA business-to-business direct debit mandate to its bank, with the respective documents being required to be received by the respective recipient by the latest when the contract is executed. The BGC is permitted to refuse keeping bank accounts with individual banks only for objective reasons. An objective reason is deemed given, in particular, if the bank of the BGR is not capable of executing the SEPA business-to-business direct debit in line with the due dates and payment periods pursuant to these General Terms including all of its Annexes.
2. In the case of an automatic debit of a payment due via a SEPA business-to-business direct debit transaction, the BGC is obligated to inform the BGR of the automatic debit of the amount due at least three workdays prior to the due date of the respective receivable. This notification must include the amount to be automatically debited and the date of the execution, and may be sent in by letter or electronically (e.g. E-Mail, Fax). Invoices shall be considered notifications in the meaning of these provisions provided these include the amount to be debited automatically and the date of execution.
3. In the event of delay in payment, interest on arrears shall be charged in the amount of the base interest rate (§1 para. 1 Euro-Related Amendment to Civil Legislation⁷) plus four percentage points p.a., and in the case of company transactions, in an amount of the eight percentage points over the base interest rate (§ 1333 para. 2 Austrian Civil Code⁸).

⁷ Euro-Justiz-Begleitgesetzes = Euro-Related Amendment to Civil Legislation

⁸ ABGB, Allgemeines Bürgerliches Gesetzbuch, Austrian Civil Code

4. Detailed provisions on the billing regarding the settlement of energy deliveries and other services in connection with imbalance energy are included in the **Annex Settlement of Accounts and Billing**.
5. The details on the settlement of accounts with the Control Area Managers regarding the invoicing of imbalance energy from the balancing components are defined in a contract between the BGC and the Control Area Manager.

1.6 Provisions on Fees

1. Services provided by the BGC within the scope of performance of its legal obligations are settled by payment of the clearing fee pursuant to § 12 Clearing Agency Act and defined as the tariffs by E-Control (corresponds to the clearing fee pursuant to Clearing Agency Act).
2. If one Contractual Partner is temporarily unable to provide data in the form and manner defined in the Electricity Market Code, BGC shall have the right to invoice the additional costs incurred at the usual market prices.

1.7 Amendments to General Terms of the Balance Group Coordinator

1. If E-Control approves amended General Terms of the BGC versus the time of contract execution, BKO will notify the Contractual Partners of the amendments immediately and make the amended version available to the Contractual Partners in a suitable manner, including publication on the Internet.
2. Amendments to the General terms therefore enter into force at the time stated, but at the earliest 14 days after notification of the Contractual Partners provided these have not raised an objection in writing within 14 days of notification. In the case of an objection, the BGC has the right to terminate the contract at month's end by giving three one month's notice as of the date of receipt of the objection.

1.8 Termination and Contractual Relation

1.8.1 Contract Dissolution by the Balance Group Coordinator

1. The BGC has the right to dissolve the Contract with immediate effect if one of the Contractual Partners breaches a contractual provision despite being warned and being granted a period to remedy the breach. The following are considered breach of contract:
 - repeated instances of missing or faulty data transmission;
 - repeated transmission of data with erroneous content;
 - non-fulfilment of payments due;The dissolution for material breach of contract due to the failure to deposit collateral in time or in due order is governed in the Annex.
2. BGC has the right to dissolve the contract with immediate effect without granting a period of grace if the right to carry on business is rescinded by the local authorities pursuant to §23 (6) and (7) Electricity Act or if the competent authorities cancel the permit of the Contractual Partner.
3. BGC does not assume any liability for damages the Contractual Partner or third parties incur due to the justified termination or dissolution of the contract.

1.8.2 Termination by the Contractual Partners

Each of the Contractual Partners shall have the right to terminate this Agreement at month's end by sending three months' notice in writing. This does not affect the right to immediately terminate the contract without notice for material breach of contract.

1.9 Disruptions to Contract Execution

Each of the Contractual Partners is under the obligation to immediately inform the respective other Contractual Partner of any disruptions to contract processing and to keep them informed on an ongoing basis of the measures taken to remedy such disruption. The Contractual Partner concerned must immediately take the required steps to eliminate the disruption to contract processing.

1.10 Liability

1. The Contractual Partners are liable in accordance with general legal provisions applicable to damage compensation. If there is liability under this clause due to culpable behavior, it only applies in the case of willful intent and gross negligence. Liability for damages caused by force majeure or any other circumstances, consequential damages, damages to third parties or circumstances beyond the control of a Contractual Partner or for profits foregone shall be excluded in all cases.
2. Should a Contractual Partner suffer damage within the course of a credit assessment or collateral management for which BGC is responsible, BGC shall be liable within the scope of the aforementioned paragraph according to the general rules of damage compensation. The amount of liability of the BGC is limited to a total of EUR 1,200,000 per calendar year in such case.
3. Provided there are provisions in these General Terms that refer to the relationship between market participants to each other (and not to the BGC), these shall only concern the contractual relationships with BGC insofar as these assume that the corresponding agreements between these market participants exist. Any liability of the BGC vis-à-vis market participants under these provisions [that refer to the relationship between market participants to each other (and not to the BGC)], especially also regarding the validity of the agreement between the market participants is hereby excluded.

1.11 Partial Lack of Effectiveness

Should any of the individual provisions of the General Terms or of contracts executed on the basis of these General Terms be null and void and/or legally invalid, this shall not affect the validity of the remaining provisions. The Contractual Partners agree by mutual consent already at this time to replace any null and void and/or legally invalid clauses by another legally valid provision that meets the intent and purpose of these as closely as possible with respect to the legal, economic and technical effects.

1.12 Written Form, Language of Business

1. Contracts and communication by the Contractual Partners require the written form. Deviations from this requirement shall likewise require the written form. The written form is understood to include electronic transmissions with an electronic signature or by telefax.
2. The language of business and the contract shall be German. All communication between the Contractual Partners must therefore be in German to be valid unless the parties reach mutual consent to deviate from this requirement.

1.13 Legal Succession

The Contractual Partners have the right to assign the rights and obligations under this contract to legal successors provided the legal successor meets the requirements for the related activities pursuant to the applicable legal provisions, Electricity Market Code and Technical-Organizational Rules (TOR), all as amended. The assignment of the contract becomes effective with respect to the BGC fourteen days as of the time of notification of the BGC provided the legal successor has assumed the rights and obligations in a legally binding manner and without restrictions, and this has been proven in writing to the BGC.

1.14 Applicable Law

Austrian law shall apply with exception of its references to the provisions of International Private Law and the United Nations Convention on Contracts for the International Sale of Goods.

1.15 Place of Performance

Place of performance for all contractual services shall be the registered office of BGC.

1.16 Jurisdiction

If the courts have competence for disputes arising from this contract, the competent court at the registered office of the BGC shall have exclusive jurisdiction provided the law does not mandate otherwise.

1.17 Supervision of Operations

The Contractual Partners shall notify the competent authorities of violations of the law, regulations or the contract which are to be dealt with by said competent authorities.

2 Special Terms for Contracts between Balance Group Coordinator and Balance Group Representative

2.1 Contract between the Balance Group Coordinator and the Balance Group Representative

2.1.1 Legal Basis

The business relations between the BGC and the BGR must be defined on the basis of a BGR contract.

2.1.2 Contractual Requirements

1. The interested party applying with E-Control for a license to act as a BGR shall furnish the BGC with proof that it meets the following conditions for entering into the contract:
 - a) Credit assessment by BGC: the credit assessment is conducted pursuant to the provisions of the **Annex Credit Assessment**.
 - b) Interfaces for the exchange of data pursuant to the Electricity Market Code
Prior to concluding the contract, the interested party must prove that it is capable, at all times, of exchanging data with BGC to the extent necessary on the basis of the formats, interfaces, security standards and content defined in the Electricity Market Code as well as in the form and manner defined therein.

A test series must be conducted between the BGR, the Control Area Manager and the BGC before concluding a contract. The test series check for completeness and error-free transmission between the participants mentioned, but not the stability of the IT system of the BGR or the functionality of its processes. The trial run must be conducted in agreement with the BGC and the Control Area Manager.

- c) A bank account capable of carrying out automated debit orders via SEPA business-to-business direct debit transactions.
- d) Proof of the expert qualification of the persons conducting the operations concerning the BGC and the Control Area Manager.
- e) Application documents pursuant to the published requirements of the BGC that specify, in particular, the following
 - Identifier and identification number of the BGR if available
 - Name and address; e-mail address, phone and fax number of the BGR certified pursuant to the Electricity Market Code
 - Information in which control area the BGR is to be set up
 - Bank account and billing address
 - Person responsible for technical matters and at least one deputy indicating the name and address, and the e-mail address, phone and fax number certified pursuant to Electricity Market Code
 - Person responsible for commercial matters and at least one deputy indicating the name and address, and the e-mail address, phone and fax number certified pursuant to Electricity Market Code
 - E-mail address for data transmission certified pursuant to the Electricity Market Code
- f) Depositing of collateral pursuant to the **Annex Risk Management and Depositing of Collateral**.

2.1.3 Confirmation by E-Control

The BGC must issue a written notification for presentation to E-Control within a reasonable period, but generally within six weeks of receipt of all documents required that states if the requirements for the conclusion of a contract with the BGC are met, and if the contract has been concluded (Green Card).

2.1.4 Condition Precedent

The BGR contract is subject to the condition precedent that E-Control issues a legally valid permit for the activity to the BGR and the BGR furnishes proof to the BGC of this legally valid permit.

2.1.5 Constant Monitoring of BGR by the Balance Group Coordinator

The BGC constantly monitors compliance with the conditions for the continued validity of the contract. Every BGR is under the obligation to immediately inform the BGC of any changes to the requirements without being requested to do so.

2.1.6 Further Grounds for Termination

1. A further material reason in the meaning of clause 1.8.1 of these General Terms that entitles the BGC to dissolve the contract with immediate effect shall be given if the BGR does not manage a balance group for longer than three months.
2. In the event of termination or dissolution of the contract by the BGC, the BGC will notify E-Control, the Control Area Manager and Grid Operator in the control area (APG) immediately. Furthermore, BGC will notify the BGR and PX in its control area as well as the Control Area Managers and the BGC of the other control areas to inform them, without being under an obligation to do so. Liability of the BGC for notifying or for not notifying the BGR and PX in its

control area or the Control Area Managers and the BGC of the other control areas shall be excluded.

3. A termination of contract by the BGR becomes legally effective only when all members of the balance group belong to other balance groups. If this does not happen by the termination date, the date of termination is postponed by one month.
4. As soon as termination becomes effective, the BGR must discontinue its activities as the BGR.
5. Furthermore, clause **Fehler! Verweisquelle konnte nicht gefunden werden.** applies, if applicable.

2.2 Principles of Balance Group Management

2.2.1 Establishment of a Balance Group

1. The establishment of a balance group (BG) is done exclusively on the initiative of the BGR.
2. A BGR must set up at least one BG and must fulfill the legal tasks of a BGR for it.
3. The BGC assigns each balance group a unique identifier (alias name) and identification number and manages these constantly in its IT system.
4. The BGC must notify the concerned Grid Operator of the establishment or discontinuing (deactivation) of a balance group.

2.2.2 Requirements for the Establishment of a Balance Group

1. To set up a BG for a BGR in a control area, the BGR must send the following information in writing to the BGC responsible for the control area at the latest within 14 days before the activation of the balance group concerned:
 - Identifier and identification number of the BGR
 - Information in which control area the BG is to be set up
 - Name, address; e-mail address, phone and fax number of the schedule manager of the BG certified pursuant to the Electricity Market Code (indication of 24-hour availability in the case of schedules for more than one control area).
 - Estimated energy sales per year for the receipt and/or supply of the BG and the connected suppliers.
 - Date of the commencement of activities of the BG.
 - If applicable, the person responsible for technical matters indicating the name and address and e-mail address, phone and fax number certified pursuant to Electricity Market Code
 - If applicable, the person responsible for commercial matters indicating the name and address, and e-mail address, phone and fax number certified pursuant to Electricity Market Code
2. A condition for the activation of a BG in the system of the BGC is the depositing of collateral with the BGC by the BGR pursuant to the **Annex Risk Management, Depositing of Collateral**.

2.3 Dissolution of the Balance Group and Discontinuation of the Business Activities of the Balance Group Representative

1. If the Balance Group Representative plans to dissolve a BG, it must report this to the BGC, the Control Area Manager and the Grid Operator without delay, but at the latest 21 days prior to the time of the planned deactivation. The report to the BGC shall contain, above all,
 - Name of the BG (identifier, ID number);
 - Date and time of the planned deactivation (as of the first of which month);
 - Proof of notification of the concerned Grid Operator and Control Area Manager

2. The dissolution of the BG may only be carried out when all members of the BG belong to other balance groups, irrespective of whether these have been accepted by these or they have been assigned by E-Control with legal effect pursuant to § 86 para. 5 EIWAOG.
3. The deactivation is always done on the last day of the month at 24.00 hours.
4. In the case of the planned discontinuation of the business activities of the BGR and in the case of the termination or dissolution of the contract, these provisions shall apply accordingly. In such case, E-Control and the other the BGCs must be notified by the BGR.
5. The settlement of imbalance energy and the final settlement of the clearing fees by the BGC is done with a reference to the time of the dissolution (deactivation) of the balance group when the clearing is done following said time at which the complete meter data are available. All collateral is released after this final clearing.
6. When a balance group is dissolved in accordance with the provisions of this clause, the related expenses incurred by the BGC are covered by the clearing fee pursuant to § 12 Clearing Agency Act.

2.4 Description of the Methods for the Calculation of the Imbalance Energy produced and for Price Determination

The imbalance energy is determined for each balance group for the clearing period defined by the BGC. The determination of the imbalance energy volume is the result of the difference between the purchasing schedules and feeds, on the one hand, and the withdrawals and selling schedules on the other. The method for calculating the volume of imbalance energy, the price determination for the imbalance energy and the technical clearing is set out in the **Annex Management of Imbalance Energy Volumes**.

2.5 Reporting Obligations and Data Exchange between the Balance Group Representative and the Balance Group Coordinator

1. The BGR must report the following circumstances to the BGC at all times and without being requested to:
 - Major changes to the scope and type of business activity;
 - Circumstances that may lead to major changes in its imbalance energy volume;
 - Changes to the data and information to be notified to the BGC.
2. Schedules must be sent in accordance with the provisions of the Electricity Market Code.
3. On the website of the BGC, the BGC makes available to the BGR the aggregated time series of the standard load profile and the aggregated time series of the metered values for each balance group for the feeds and withdrawals as well as the aggregated sum of the schedule values per settlement period for each balance group for the purposing of controlling the settlement of the imbalance energy volumes. The data is available only to the BGR via an individually assigned password and is made available for downloading.

2.6 Schedule Management

The BGR creates internal control area schedules (internal schedules) and multi-control area schedules (external schedules) for the exchange of electric power between the different balance groups within and outside the control area.

2.6.1 Internal Schedules

1. Internal schedules must be sent by the BGR to the BGC for the following day by the latest by 14.30 hrs. Intraday transactions are permissible also after 14:30 hrs.

2. The content, formats and reporting times for internal schedules follow the definitions in the Electricity Market Code. Internal schedules may be changed retroactively until 14.30 hrs. of the second workday following the day the transaction was settled (receipt or delivery) by the BGR who sends the schedule to the BGC. The BGC assumes previous coordination between the BGR affected by this adjustment to the schedule.
3. If the corresponding internal schedules do not match pursuant to the Electricity Market Code, the internal schedule of the withdrawing balance group shall apply (priority rule⁹).
4. If no internal schedules are reported for a BG, the schedule value is set to 0 (nil) by the BGC for the period for which no schedule values were reported.
5. The imbalance energy volume of every BG is determined based on the last valid internal and/or intraday schedule sent.
6. Every BGR has the right to reject schedule processing with the balance group of a specific BGR either in one direction or in both directions. The one-sided written declaration, which is required to be served and must be handed over to the BGC, must contain the time of deactivation of this relationship and the direction. The closing BGR must immediately send a copy of this letter to the BGR concerned. It is not permitted to retroactively declare a rejection. As of the time of deactivation (until any block is released), it is not possible to settle any schedules in the direction indicated between these balance groups. Schedules already registered for the period of the deactivation are not to be executed. The BGC must inform all BGRs concerned. The actual service of the notification, however, is not a requirement for the block to be effective. The block shall be effective as of the time indicated by the blocking BGR, but at the earliest as of 00:00 hrs. of the day after the next workday referring to the workday on which the BGR first announced the block. Deactivation declarations of the BGR, which are not received on a workday by the BGC, shall be deemed received on the immediately subsequent workday. The block may be activated earlier in coordination with the BGC and under an agreement by the blocking BGR and the BGR concerned. If the authorities rescind the license to act as a BGR, the BGC must deactivate all contractual relationships of the balance group of this BGR with other balance groups. The rules stated above must be applied accordingly.
7. In deviation from the preceding paragraphs, the following applies for schedules under delivery and procurement contracts of a balance group with the balance group of an electricity exchange or clearing and settlement agent for an electricity exchange (PX-BG):
 - a) For the BGC, the schedule reported by the PX is always decisive. The priority rule pursuant to clause 2.6.1.3 is excluded.
 - b) Schedule registrations by the PX must be done at the latest by 13.30 hrs. local time to the BGC for the subsequent day.
 - c) As long as a BGR or one of its BG members trades on a PX, the deactivation of schedule processing vis-à-vis the PX-BG is only permissible with their approval.BGRs who trade themselves or whose BG members trade on an electricity exchange agree to all measures that result from the provisions of this paragraph. Any liability of the BGC for such measures shall be excluded.
8. The following applies to schedules for energy deliveries between the BG of the Eco-BGR and BGR:
 - a) For the BGC, the schedule reported by the Eco-BGR is always decisive. The priority rule pursuant to clause 2.6.1.3 is excluded.
 - b) The deactivation of schedule processing pursuant to clause 2.6.1.6 vis-à-vis the balance group of the Eco-BGR is permissible only with the consent of the Eco-BGR.

⁹ Priority rule = *Senkenregel*

BGRs whose balance group(s) include members who are electricity traders and deliver energy to end consumers agree to all measures of the BGC that result from the provisions of this paragraph. Any liability of the BGC for such measures shall be excluded.

9. For the delivery and consumption of balancing energy, the schedule that was sent by the Control Area Manager applies.

2.6.2 External Schedules

1. External schedules must be sent by the BGR to the Control Area Manager. External schedules must be corrected by the BGR in accordance with the specifications of the Control Area Manager.
2. External schedules for each balance group are sent by the Control Area Manager to the BGC in accordance with the format definitions of the Electricity Market Code. The BGC accepts only receipt of external schedules that have been processed and accorded with the neighboring Control Area Managers (including foreign countries). The Control Area Manager hands over to the BGC the processed external schedules at the latest by the subsequent workday. The processed external schedules form the basis for determining imbalance energy volumes.
3. In deviation from this, the following applies to the external schedules of the PX-BG:
 - a) These schedules are only permitted to be submitted between same-name balance groups (one-to-one registrations) (e.g. PX-BG TenneT/PX-BG APG). External schedules on the borders of the control areas without same-name balance groups in both control areas ("cross-over registrations") are only permissible if there are no balance groups / balance cycle systems. Other schedules will not be accepted.
 - b) Schedules registrations by the PX to the Control Area Manager must be done at the latest by 12.00 hrs. local time for the subsequent day.
 - c) The Control Area Manager is under the obligation to give priority to checking the external schedules registered by the PX and to compare them with the respective other Control Area Manager.
 - d) The above mentioned right of the Control Area Manager to request the BGR to correct external schedules is restricted with respect to exchange schedules for cases in which the external schedule cannot be accorded by the control areas (e.g. due to difference values in the corresponding schedules).
 - e) The Control Area Manager sends the accorded external schedules for the subsequent day or before weekends and before holidays up to an including the next workday (Monday to Friday) by 13.30 hrs. to the BGC.
 - f) BGRs who trade themselves or whose BG members trade on an electricity exchange agree to such measures. Any liability of the BGC for such measures shall be excluded.

2.6.3 Combining Internal and External Exchange Schedules

The PX is obligated to check the internal and external schedules of PX-BG received by the BGC via the access granted to the system as regards their closing out (debit-credit equivalence) and to clear up any imbalances immediately.

2.7 Settlement of Accounts and Billing

The settlement of accounts and billing is governed by the **Annex Settlement of Accounts and Billing**.

2.8 Risk Management, Depositing of Collateral

Risk management and the organization of collateral deposits are governed in the **Annex Risk Management, Depositing of Collateral** and comprise, in particular:

- the determination, calling, administration and release of collateral
- the type of the collateral to be deposited and the form of the deposit as well as
- the realization of collateral

3 Special Terms for Contracts between Balance Group Coordinator and Grid Operator

3.1 Applicability of the General Terms of the Balance Group Coordinator

For the legal relationships between the BGC and Grid Operators, the General Terms shall apply under the following conditions:

1. Clause 1. of the General Terms applies, but Clause 1.8.1.1 and 1.8.2 do not apply.
2. Furthermore, for Grid Operators as responsible party of the balance group for grid losses are subject to clauses 2.1.1, 2.1.2, 2.1.5, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7 of the section "Special Terms for the Relationship Balance Group Coordinator and Balance Group Representative", but excluding the provisions of this clause on credit checks, clearing fees, risk management, depositing of collateral and information events for potential BGRs. These balance groups are exempt from clearing fees.
3. These balance groups are not permitted to be assigned to end customers. When this energy is resold to electricity dealers and end customers, first a rebooking to a trading balance group must be carried out.

3.2 Obligations of the Grid Operators

The Grid Operator supplies the data to the BGC required for clearing; the data includes, in particular, the sum of the aggregated meter values (time series of quarter-hour values) and aggregated load profiles, separated by production and consumption by supplier and balance group according to the procedure described in the **Annex Management of Imbalance Energy Volumes**.

3.3 Set up of the Grid Operator in the System of the Balance Group Coordinator

Every Grid Operator must send the BGC the following information for setting it up in the system of the BGC:

- Identifier and identification number of the Grid Operator
 - Name and address; e-mail address, phone and fax number of the Grid Operator certified pursuant to the Electricity Market Code
 - Bank account and billing address
 - Competent technical manager with contact address
 - Competent commercial manager with contact address
 - E-mail address for data transmission certified pursuant to the Electricity Market Code
- Changes to this data must be notified to the BGC immediately by the Grid Operator.

3.4 Setting up the Balance Group

1. To set up a balance group for a Grid Operator in a control area, the Grid Operator must send the following information in writing to the BGC responsible for the control area at the latest within 14 days before the activation of the balance group concerned:
 - Identifier and identification number of the Grid Operator

- Name and address; e-mail address, phone and fax number of the Grid Operator certified pursuant to the Electricity Market Code
 - Name, address; e-mail address, phone and fax number of the schedule manager of the BG certified pursuant to the Electricity Market Code; estimated energy per year for consumption and/or supply of the balance group).
 - Date of commencement of activities of the BG.
 - A bank account capable of carrying out automated debit orders via SEPA business-to-business direct debit transactions and billing address.
 - Competent technical manager with contact address
 - Competent commercial manager with contact address
 - E-mail address for data transmission certified pursuant to the Electricity Market Code.
2. Changes to this data must be notified to the BGC immediately by the Grid Operator; this may be done electronically by entering the valid password.
 3. If the Grid Operator does not operate the balance group for grid losses, but connects to another balance group for grid losses, the Grid Operator must notify this to the BGC.
 4. Content and formats of the data that must be constantly sent by the Grid Operator to the BGC are defined in the Electricity Market Code.

3.5 Training Courses

As soon as it becomes clear that the Grid Operator is unable to meet its obligations due to lacking technical and/or commercial know-how of the balance group model, the Grid Operator must send its staff members with sufficient previous expert knowledge to Grid Operator information events offered as needed by the BGC.

4 Special Terms for Contracts between the Balance Group Coordinator and Suppliers (producers, traders)

4.1 Data Supplier Contract

Every supplier must conclude a data delivery contract with the BGC for the control area in which it will be active under which it agrees to deliver all of the data required by the BGC if the data is not supplied by the Grid Operator or the BGR and to make the data available to the supplier.

4.2 Registration in the System of the Balance Group Coordinator

1. The supplier is registered in the system of the BGC with an identifier (alias name) and an ID number.
2. If a supplier is simultaneously a BGR, the BGC may assign an identifier (supplier identifier) and an ID number that differs from the ones used by the BGR and an ID number.
3. The supplier is under the obligation to send the following information to the BGC in writing:
 - Name and address; e-mail address, phone and fax number of the supplier certified pursuant to the Electricity Market Code
 - Competent technical manager with contact address
 - Competent commercial manager with contact address
 - E-mail address for data transmission certified pursuant to the Electricity Market Code.
4. Changes to this data must be immediately notified to the BGC by the supplier.
5. The BGC publishes the identifier (if any, the supplier identifier) and ID number on its website.

4.3 Data Inspection

If own accounts have been set up for suppliers belonging to a BG, the BGC must make it possible for the suppliers to view their data via a secure Internet access of BGC. The data is to be made available only to the supplier via an individually assigned password.

5 Special Terms for Contracts between Balance Group Coordinator and Suppliers of Balancing Energy

5.1 Registration in the System of the Balance Group Coordinator

1. The supplier of balancing energy is registered in the system of the BGC with an identifier (alias name) and an ID number.
2. If a supplier of balancing energy is simultaneously a BGR, the BGC may assign an identifier (balancing energy supplier identifier) and an ID number that differs from the ones used by the BGR.
3. The supplier of balancing energy is under the obligation to send the following information to the BGC in writing:
 - Name and address; e-mail address, phone and fax number of the supplier of imbalance energy certified pursuant to the Electricity Market Code.
 - Competent technical manager with contact address.
 - Competent commercial manager with contact address.
4. Changes to the data must be notified to the BGC immediately by the supplier of balancing energy.
5. If the supplier of balancing energy maintains a separate account from the one of the balance group, the energy on this account is rebooked to the balance group after obtaining the consent of the BGR.
6. The BGC publishes the identifier and ID number on its website.

5.2 Data Inspection

The supplier of balancing energy is provided with information on its offers on the secure zone of the website of the BGC. The data is available only to the respective supplier of balancing energy via an individually assigned password.

Every market participant has the right to inspect the market information at any time electronically in the system of the BGC in accordance with legal provisions.

5.3 Further Provisions for Suppliers of Balancing Energy

Further provisions for the suppliers of balancing energy are given in the **Annex Management of Imbalance Energy Volumes**. If applicable, the provisions pursuant to clause 2.6. shall apply.

The data made available by the BGC to the supplier of the balancing energy is the data provided by the Control Area Manager and for which the Control Area Manager is also responsible as regards content.

6 Special Terms for Contracts between Balance Group Coordinator and Control Area Manager

6.1 Contract

The business relationship between the Control Area Manager and the BGC is based on a written Control Area Manager contract.

6.2 Reporting Obligation of the Control Area Manager

The Control Area Manager is under the obligation to inform the BGC when a supplier of balancing energy fails to carry out its tasks properly or if a BGR does not conduct schedule processing in an orderly manner.

6.3 Multi-Control Area Schedules (external schedules)

The processing of the external schedules is defined in the Chapter Schedule Management in section 2.

6.4 Principles of the Management of Imbalance Energy Volumes

The details are given in the **Annex Management of Imbalance Energy Volumes**.

7 Special Terms for Contracts between the Balance Group Coordinator with the Power Exchange or with a Clearing Agent for a Power Exchange

7.1 Contract

The business relationship between a power exchange or a clearing agent for a power exchange (PX) and the BGC is governed by a written PX contract.

7.2 Contractual Requirements

A party interested in setting up a PX balance group must furnish proof to the BGC that it meets the following conditions:

- a) Interfaces for the data exchange pursuant to the Electricity Market Code;
Prior to concluding the contract, the interested party must prove that it is capable, at all times, of exchanging data with the BGC to the extent necessary on the basis of the formats, interfaces, security standards and content defined in the Electricity Market Code as well as in the form and manner defined therein.
Prior to the conclusion of a contract, a trial run must be conducted between the PX, the Control Area Manager and the BGC. The test series check the complete and error-free transmission between the participants mentioned, but not the stability of the IT system of the PX or the functionality of its processes. The test series must be conducted in coordination with the BGC and the Control Area Manager.
- b) Proof of attendance of the information events for the BGR applicants organized by the BGC;
- c) Proof of the expert qualification of the persons conducting the operations concerning the BGC and the Control Area Manager.
- d) Application documents pursuant to the published requirements of the BGC that specify, in particular, the following:
 - Identifier and identification number of the PX, if already available.
 - Name and address; e-mail address, phone and fax number of the PX certified pursuant to the Electricity Market Code.
 - Information on which control area the PX is to be set up in.
 - Bank account and billing address.
 - Person responsible for technical matters and at least one deputy indicating the name and address, and the e-mail address, phone and fax number certified pursuant to Electricity Market Code.
 - Person responsible for commercial matters and at least one deputy indicating the name and address, and the e-mail address, phone and fax number certified pursuant to Electricity Market Code.

- E-mail address for data transmission certified pursuant to the Electricity Market Code.

7.2.1 Proof of License to Operate a Commodity Exchange

The applicant for the establishment of a PX must furnish proof that it has a license to operate a general commodity exchange pursuant to § 2 Stock Exchange Act or has been charged to act as a clearing agent pursuant to § 26 (3) Stock Exchange Act or has an equivalent permit (or of equal status) (or exchange operating license) issued by the competent body of a member state of the European Union or an EEA member state. If it has been charged to act as a clearing agent, it must furnish proof of the permits of the principal and of the corresponding contract.

7.2.2 Constant Monitoring by the Balance Group Coordinator

The BGC constantly monitors compliance with the conditions for the continued validity of the contract. Every PX is under the obligation to immediately inform the BGC of any changes to these conditions without being requested to do so.

7.2.3 Further Grounds for Termination

1. A further material reason in the meaning of clause 1.8.1 of these General Terms that entitles the BGC to dissolve the contract with immediate effect shall be given if the PX discontinues the operation of a BG for longer than three months. If the permit is rescinded by the competent authorities or the contract to act as a clearing agent ends in the meaning of clause 7.1.2, then clause 1.8.1.2 shall apply mutatis mutandis.
2. In the event of termination of the contract between the PX and the BGC or if the contract is dissolved by the BGC, the BGC will notify E-Control, the other BGCs, BGRs and Control Area Managers immediately.
3. As soon as the termination becomes effective, the PX must discontinue its business as a PX in the meaning of these General Terms.
4. Furthermore, clause **Fehler! Verweisquelle konnte nicht gefunden werden.** applies, if applicable.

7.3 Principles of Balance Group Management

7.3.1 Establishment of a Balance Group

1. The establishment of a power exchange balance group (PX-BG) at the BGC is done exclusively on the initiative of the PX.
2. A PX must set up at least one BG and must fulfill the legal tasks of a PX.
3. The BGC assigns each PX-BG a unique identifier (alias name) and identification number, and manages these on an ongoing basis in its IT system.

7.3.2 Requirements for the Establishment of an Electricity Power Exchange Balance Group

To set up a BG of the PX in a control area, the PX must send the following information in writing to the BGC responsible for the control area at the latest within 14 days before the activation of the balance group of the PX concerned:

- Identifier and identification number of the PX.
- Information in which control area the PX-BG is to be set up.
- Name and address; e-mail address, phone and fax number of the PX-BG certified pursuant to the Electricity Market Code.
- Estimated energy turnover per year of the PX-BG.
- Date of the commencement of activities of the PX-BG.
- If applicable, person responsible for technical matters indicating the name and address and e-mail address, phone and fax number certified pursuant to the Electricity Market Code.

- If applicable, person responsible for commercial matters indicating the name and address, and e-mail address, phone and fax number certified pursuant to Electricity Market Code.

7.4 Dissolution of Power Exchange Balance Groups and Discontinuation of the Business Activities of Power Exchanges

1. If the Power Exchange plans to dissolve a PX-BG, it must report this immediately, but at the latest 21 days prior to the time of the planned deactivation to the BGC and the Control Area Manager. The report to the BGC shall contain, in particular:
 - Name of the PX-BG (identifier, ID number)
 - Date and time of the planned deactivation (as of the first of which month);
 - Proof of notification of the Control Area Manager
2. The deactivation is always done on the last day of the month.
3. In the case of the planned discontinuation of the business activities of the PX and in the case of the termination or dissolution of the contract, these provisions shall apply accordingly. In such case, E-Control and the other the BGCs must be notified by the PX.
4. The settlement and final billing of the clearing fee by the BGC is done with a reference to the time of the dissolution (deactivation) of the balance group when the clearing is done following said time at which the complete data are available.
5. When a balance group is dissolved in accordance with the provisions of this section, the related expenses incurred by the BGC are covered by the clearing fee pursuant to § 12 Clearing Agency Act.

7.5 Description of the Method used for the Calculation of the Management of Imbalance Energy Produced and for Price Determination

1. The imbalance energy is determined for each balance group for the clearing period defined by the BGC. The determination of the volume of imbalance energy is the result of the difference between the purchasing schedules, on the one hand, and withdrawal schedules, on the other. The PX is the central counterparty for transactions on the Power Exchange. According to its rules and regulations, the Power Exchange is responsible for ensuring that the sum of the delivery and withdrawal schedules match the delivery dates in every clearing period defined in the Electricity Market Rules.
2. Should there be a discrepancy in exceptional cases between the supply side and the buy side of a PX-BG, the PX must report the schedules ex post by the latest possible point in time pursuant to the Electricity Market Rules so as to set the difference to zero. If this does not happen by the first clearing, all supply and buy schedules will be set to zero for all clearing periods in which the difference remains. This results in a balance group turnover of zero. These schedules set to zero shall apply for the clearing. The PX and its trading members agree to such measures in advance; any liability of the BGC for such measures is ruled out.
3. The method for calculating the volume of imbalance energy, the price determination for the imbalance energy and the technical clearing are defined in the **Annex Management of Imbalance Energy Volumes**.

7.6 Reporting Obligations and Data Exchange between the Power Exchange and the Balance Group Coordinator

1. The PX must report the following circumstances to the BGC at all times and without being requested to:
 - Relevant changes to the scope and type of business activity;
 - Circumstances that may result in the production of imbalance energy;

- Changes to the data and information to be notified to the BGC.
2. When setting up a new exchange member, the PX will make sure that it has the consent of the respective BGR concerned for the schedule registration between its BG and the PX-BG.

7.7 Schedules

Schedules must be sent in accordance with the provisions of the Electricity Market Code. The special terms that apply for PXs for schedule registration and administration are defined in clause 2.6.

7.8 Settlement of Accounts and Billing

The settlement of accounts and billing is defined in the **Annex Settlement of Accounts and Billing**.

7.9 Risk Management, Depositing of Collateral and Credit Checks

Power exchanges and clearing agents for power exchanges are exempt from credit checks and the requirement to deposit collateral.

8 Special Terms for Contracts between Balance Group Coordinator and Eco-Balance Group Representative

8.1 Applicability of the General Terms of the Balance Group Coordinator

For the legal relationships between the BGC and eco-BGRs, the General Terms shall apply under the following conditions:

1. Clause 1. of the General Terms applies, but clause 1.8.1.1 and 1.8.2 do not apply.
2. Furthermore, for the eco-BGC as responsible party for eco-energy (eco-balance group), the clauses 2.1.1, 2.1.2, 2.1.5, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7 of the section "Special Terms for the Relationship between Balance Group Coordinator and Balance Group Representative", but excluding the provisions of this clause on credit checks, clearing fees, risk management, depositing of collateral and information events for potential BGRs. These balance groups are exempt from clearing fees.

8.2 Data Supplier Contract

1. The eco-BGR must enter into a contract with the BGC in which the BGC agrees to disclose to the eco-BGR the data, which, pursuant to the E-Control Regulation in which the clearing fee for the performance of the tasks of the BGC are defined, form the basis for the calculation of the clearing fee for the BGC.
2. Any liability of the BGC for the correct content of the data supplied to the eco-BGR shall be excluded.

9 Load Profile

9.1 Determination

The Grid Operator defines the load profile for the members of a BG and immediately notifies the load profile approved by E-Control indicating type, date and term of validity to the BGC who centrally manages and publishes these. Unless otherwise defined, the VDEW¹⁰ standard representative load

¹⁰ Verband der Elektrizitätswirtschaft e. V

profiles approved by E-Control must be used. If the Grid Operator defines a load profile that deviates from the already approved standardized load profiles, it must enclose the written approval of E-Control when reporting to the BGC.

9.2 Lists, Archiving and Publication

BGC makes the standard load profile available in the currently valid version on its website.

10 Transitional Provisions 2010/2011/2012 and Entry into Force

10.1 General

Generally, the market rules apply for the 2nd clearing and ex post billing which were valid for the corresponding billing month.

Within the framework of the "Third Energy Market Liberalization" laws, technical and organizational changes were made to the operation of the control areas Tirol and APG. Determination of imbalance energy volumes was conducted until 31 December 2010 by APCS for the control area APG and by A&B for the control areas TIWAG-NETZ and VKW-NETZ.

As of 1 January 2011 00:00 (hereinafter: cut-off time), the two control areas Tirol and APG were operationally merged. As of this time, grid control has been done solely by APG.

The first clearing will be conducted for the time periods from January 2011 by APCS. The second clearing for the periods until December 2010 will continue to be carried out by A&B. For the handling of the second clearing in the control area Tirol, the General Terms of A&B will continue to apply. Data reports concerning the periods until December 2010 therefore must continue to be reported to A&B.

As of 1 January 2012 00:00 (hereinafter: cut-off time), the two control areas VKW-Netz and APG were merged operationally. As of this time, grid control will be done solely by APG.

The clearing will be conducted for the clearing periods from January 2012 by APCS. The second clearing for the periods until December 2011 will continue to be carried out by A&B. For the handling of the second clearing in the control area VKW-Netz, the General Terms of A&B will continue to apply. Data reports concerning the periods until December 2011 must therefore continue to be reported to A&B.