



General Terms and Conditions of Business of the Balance Group Coordinator Modalities for System Balancing – Balance Group Representative

pursuant to the Guideline for Electricity
Balancing Art. 18

T&C-BGC Version 16.00

for the Austrian Power Grid AG Control Area

Approved by E- Control pursuant to § 11 of the Federal Act regulating the requirements, tasks and powers of the settlement agencies for transactions and pricing of imbalance energy ("Settlement Agencies Act"; Federal Law Gazette 2000 I/121 Art 9, as amended) and pursuant to Art 5 of Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a Guideline for Balancing the Electricity System" (hereinafter Guideline for Electricity Balancing or EB GL).

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1 General

1.1 Subject

1. These General Terms and Conditions of the Balance Group Coordinator ("T&C-BGC") govern the rights and obligations of the Balance Group Coordinator ("BGC") and its contractual partners (hereinafter: contractual parties) for a fully functioning liberalized electricity market for the purpose of determining the price of imbalance energy as well as for the determination and the settlement of imbalance energy on the basis of federal laws (§ 23 Electricity Industry and Organization Act (*EIWOG*) (4) and (5) and Art. 9 Energy Liberalization Act, Federal Law Gazette I 2000/121 as amended - Federal Law Gazette 2004 I/25 Settlement Agencies Act (*VerStG*) as well as based on Art 5 of Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a "Guideline on System Balancing in the Electricity System" (hereinafter: Guideline for Electricity Balancing, also referred to as EB GL).
2. In this context, the contractual parties of the BGC include the balance group representatives (BGR), the control area managers (CAM), the grid operators (GO) and the suppliers of electricity, providers of balancing energy, power exchanges and settlement agencies for power exchanges (both hereinafter PX) as well as the balance group representative for eco-balance groups in the APG control area ("Eco-BGR").
3. The agreement entered into by the contractual parties are also subject to the Electricity and Gas Market Code (*Sonstige Marktregeln*) and the Technical and Organizational Rules (TOR), as amended. The Electricity and Gas Market Code and TOR are available on the website of E-Control at www.e-control.at
4. Furthermore, the following Annexes attached to these T&C-BGC are an integral part of the contract between the BGC and its contractual partners:
5.
 - **Annex – Imbalance Energy Management**
 - **Annex – Clearing and Settlement, Billing**
 - **Annex – Credit Assessment**
 - **Annex – Risk Management, Collateral**
 - **Annex – Switching Platform**
6. Any services beyond the scope of the BGC's tasks (pursuant to EIWOG and VerStG) shall be agreed separately.

1.2 Performance of tasks by third parties

1. The BGC may use third parties for the performance of its tasks for limited and specific areas, provided this is permitted under statutory provisions.
2. These areas include, but are not limited to the following:
 - Development and maintenance of the IT systems required for the performance of the BGC's tasks, specifically the settlement system and the pricing module, hardware and database support including an assessment regarding the technical requirements of the contractual partners in accordance with these T&C-BGC.
 - Financial clearing for imbalance energy including but not limited to, creditworthiness reviews, depositing of collateral, management of collateral and realization of collateral, billing, reminders and collection.

1.3 Amendments to the General Terms and Conditions of Business of the Balance Group Coordinator

1. When amendments to the General Terms and Conditions of the BCG require a consultation procedure pursuant to Art. 10 EB GL, all consultation documents shall be published on the website of the BGC at www.apcs.at and the BGRs must be informed.
2. Should E-Control approve amendments to the General Terms and Conditions of the BCG compared to the General Terms at the time the contract was entered into, BGC shall notify the

contractual partners of the amendments without delay and make the amended version available to the contractual partners in an appropriate manner, including publication on the internet.

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

1.4 Termination of Contract

1.4.1 Contract termination by the balance group coordinator

1. The BGC has the right to terminate the contract with immediate effect and to increase the collateral requirement determined pursuant to the Annex "Risk Management" by up to 100% if a contractual partner breaches a material contractual provision despite having received a written notice and been granted a reasonable period of grace, and this period has expired without the issue being remedied. Such breaches include:

- Repeated failure to transmit data or transmission of incorrect data pursuant to 3.1.5,
- Non-compliance with reporting obligations pursuant to clause 3.1.4,
- Non-fulfilment of payment obligations; in particular, when the automated debit procedure Repeatedly fails due to an ineligible SEPA mandate,
- Repeated instances of the BGR or its contact person being unreachable by telephone during the operating hours of the balance group coordinator,
- When a market participant systematically
 - i. covers the supply to its consumers mainly with imbalance energy, or
 - ii. causes imbalance energy in balance groups that do not include producers or consumers by conducting trading transactions that do not serve to support the electricity supply system, or
 - iii. fails to comply with the obligation pursuant to Regulation (EU) 2017/2195 Article 17, as amended, to make every effort in real time to balance its own balance group or to support the electricity supply system.

The assessment parameters are frequency, duration and extent of use of imbalance energy not supportive of the power supply system, as well as proven efforts to balance the own balance group or the electricity supply system.

The balance group supports the electricity supply system in the quarter hour when in this quarter hour the absolute value of the (aggregated) system imbalance minus its imbalance energy is greater than the absolute value of the (aggregated) system imbalance.

The assumption is that the market participant does not systematically support the electricity supply system when

- a) the share of the imbalance energy volume of a month in the turnover volume of the balance group is greater than 50%, and
- b) the share of the total volume of absolute changes in the (aggregated) system imbalance of the control area in which the (aggregated) system imbalance decreased is a percentage of less than 0.53 in the total volume of absolute changes to the (aggregated) system imbalance in this month. This corresponds to the formula

$$\frac{\sum_t^N \max(0, |DRZ_t - AE_t| - |DRZ_t|)}{\sum_t^N ||DRZ_t - AE_t| - |DRZ_t||} < 0,53$$

It is the duty of the market participant to furnish evidence that this assumption is not true.

In the event of a violation of one of the aforementioned obligations from i to iii, the market participant will be sent a notice by the BGC after clearing. If such violations are proven three times within the last 12 months and the participant failed to remedy the situation despite having been notified, the contract with the BGR is terminated.

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

2. The BGC shall have the right to terminate the contract with immediate effect without granting a period of grace in the event the license of the participant is revoked by the regional authority pursuant to § 86 EIWOG or when the license granted to the contractual partner by the competent authorities expires.
3. The BGC does not assume any liability for loss or damage incurred by the contractual party or by a third party due to the justified termination or dissolution of the contract.

1.4.2 Contract termination by the contractual partner

The contractual partners are entitled to terminate the contract with the BGC at the end of the month by giving three months' notice in writing. This does not affect the right to terminate the contract without notice for cause.

1.5 Disruptions to Contract Fulfilment

Every contractual party is under the obligation to inform the respective other contractual party without delay of any disruptions to contract fulfilment and provide regular information on the steps being taken to remedy such disruption. The contractual party concerned must immediately take the necessary steps to eliminate the disruption to contract fulfilment.

1.6 Liability

1. The contractual parties are liable in accordance with generally applicable provisions of the law on torts. In the event liability is contingent on culpability, liability applies only in cases of wilful intent or gross negligence. Liability for loss or damage caused by force majeure or other circumstances over which a contractual party has no control, consequential loss or damage, and loss or damage suffered by third parties or profits foregone, shall in any case be excluded.
2. Should either of the contractual partners suffer a loss or damage within the scope of credit assessment or collateral management for which the BGC is responsible, the BGC shall be liable within the meaning of the preceding paragraph in accordance with the generally applicable provisions of the law on torts. In this case, however, the amount of the BGC's liability is limited to a total of EUR 1,200,000 per calendar year.
3. Insofar as these T&C-BGC include provisions that regulate the relationships among market participants (and not with the BGC), this shall affect the contractual relationship with the BGC only to the extent that these provisions imply the existence of the corresponding agreements between these market participants. Any liability of the BGC toward the market participants under these provisions shall be excluded [liability which concerns the contractual relationships between market participants (and not with the BGC)], including, but not limited to the validity of the agreement between market participants.

1.7 Partial Lack of Validity

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

1.8 Written Form, Language

1. Contracts and notifications of the contractual parties must be made in writing. Any departure from the written form shall also require the written form. Electronic messages with an electronic signature shall also be considered to meet the requirement of the written form.
2. The contractual and business language is German. Therefore, all messages sent by the contractual parties must be in German to be valid, unless mutual agreement is reached to depart from this requirement.

1.9 Legal Succession

The contractual parties shall have the right to assign the contractual rights and obligations to legal successors if the legal successor meets the requirements for the relevant activity in accordance with applicable statutory provisions, the Electricity and Gas Market Code and TOR, as amended. The assignment of the contract becomes effective for the BGC fourteen days after notification, provided the legal successor assumes the rights and obligations in a legally effective and unrestricted manner, and proof of this is furnished to the BGC in writing.

1.10 Applicable law

Austrian law shall apply with the exception of its conflict-of-law rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

1.11 Place of Fulfilment

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

1.12 Jurisdiction

Insofar as the courts have jurisdiction over disputes arising from this contract, the court with subject-matter jurisdiction at the venue of the registered office of the BGC shall have exclusive jurisdiction, unless the law mandatorily provides otherwise.

1.13 Supervision

The contractual parties will notify the competent authorities of any violations of the law, regulations or the contract, which are subject to sanctions by the competent authorities.

2 Responsibility for Balance Groups

Responsibility for balance groups is defined on the basis of §§ 85 et seq EIWOG and the implementing provisions issued by the provincial governments based on the EIWOG.

3 Conditions for the Function

3.1 Contract between balance group coordinators and balance group representatives

3.1.1 Legal Basis

The business relationship between the balance group coordinator (BGC) and the balance group representative (BGR) must be established on the basis of a BGR contract.

3.1.2 Conditions for a Contract

A party interested in obtaining a license from E-Control to serve in the function of as balance group representative must furnish proof to the BGC that it meets the following requirements to enter into a contract:

- a) Credit assessment by the BGC: the credit assessment follows the rules set out in the **Annex "Credit Assessment"**.
- b) Interfaces for data exchange pursuant to the Electricity and Gas Market Code.
Before the contract is executed, the interested party must furnish proof that it can ensure the exchange of data with the BGC at all times and to the required extent in the formats, interfaces, security standards and with the contents specified in the Electricity and Gas Market Code, as well as in the manner specified therein.

A trial run must be conducted by the BGR, CAM and BGC before the contract is executed. The trial series refers to the error-free and complete data transmission between the listed participants, but not to the stability of the IT system of the BGR or to the functionality of its processes. The trial run must be carried out in agreement with the BGC and the CAM.

- c) Bank account eligible for use to remit funds using SEPA business-to-business direct debit.
- d) Submittal of documents that meet the published requirements of the BGC, confirming the following:
 - Identifier and identification number of the BGR, if already available,
 - Current excerpt from the Companies Register,
 - Authorized signatory, name and address, e-mail address certified pursuant to the Electricity and Gas Market Code, phone number and fax number of the BGR
 - Indication of which control area the BGR is to be set up in
 - Bank account and billing address
 - Competent party for technical matters and at least one representative with name and address, e-mail address certified pursuant to the Electricity and Gas Market Code, phone number and fax number
 - Competent party for commercial matters and at least one representative with name and address, e-mail address certified pursuant to the Electricity and Gas Market Code, phone number and fax number
 - E-mail address for data transmission certified pursuant to the Electricity and Gas Market Code
- e) Deposit of collateral in accordance with the **Annex "Risk Management and Collateral"**

3.1.3 Confirmation for E-Control

The BGC will submit a written notification to E-Control within a reasonable period, but generally within six weeks as of receipt of all required documents, stating whether the requirements for concluding the contract with the BGC are met and whether the contract has been concluded ("Green Card").

3.1.4 Condition precedent

The contract with the BGR is subject to the condition precedent that E-Control grants the BGR a legally effective permit to conduct the activity and furnishes proof of this legally effective permit of the BGR to the BGC.

3.1.5 Constant monitoring of the BGR by the balance group coordinator

The BGC constantly monitors compliance with the requirements for the continued validity of the contract. Each BGR is under the obligation to inform the BGC of any changes concerning these requirements immediately and without being requested to.

3.1.6 Further grounds for termination

1. Another important reason within the meaning of clause 1.4.1 of these T&C-BGC that gives the BGC cause for immediate termination of the contract is given when the BGR has not managed a balance group for more than three months.
2. In the event of termination of the contract or cancellation of the contract by the BGC, the BGC must immediately notify E-Control, the CAM and GO in the APG control area. Furthermore, the BGC will notify the BGR and PX in its control area as well as the CAM and BGC of the other control areas so as to provide information without being under the obligation to do so. The BGC is not liable for the notification or failure to notify the BGR and PX in its control area and the CAM and BGC in the other control area.
3. Termination on the part of the BGR only becomes legally effective when all members of the BG have been assigned to other BGs. If this is not the case by the termination date, the termination date is postponed by one month in each case.
4. As soon as the termination takes effect, the BGR will cease to engage in activities as a BGR.
5. In all other respects, clause 3.1.8 shall apply, insofar as applicable.

3.1.7 Principles of Balance Group Management

3.1.7.1 Establishment of a balance group

1. The establishment of a balance group (BG) with a balance group coordinator (BGC) is done only on the request of the balance group representative (BGR).
2. A BGR must set up at least one BG and perform the statutory tasks of a BGR.
3. The BGC assigns a unique identifier (alias name) and identification number to each balance group and manages these permanently in its IT system.
4. The BGC will notify the GO concerned of the establishment or dissolution (deactivation) of a BG.

3.1.7.2 Requirements for the establishment of a balance group

1. To establish a balance group for a BGR in a control area, the BGR sends the following information in writing to the BGC responsible for the control area at the latest 14 days before the relevant BG is activated:
 - Identifier and identification number of the BGR,
 - Indication of the control area in which the BG is set up,
 - Name, address, e-mail address certified pursuant to the Electricity and Gas Market Code, phone number and fax number of the scheduling representative of the BG (24-hour reachability in event of cross-border control area schedules)

- Estimated energy sales per year for purchases and/or delivery by the BG and the connected suppliers.
 - Date of start of activities of the BG
 - Competent party for technical matters with name and address, e-mail address certified pursuant to the Electricity and Gas Market Code, phone number and fax number
 - If applicable, competent party for commercial matters with name and address, e-mail address pursuant to the Electricity and Gas Market Code, phone number and fax number.
2. The condition for activating a BG in the system of the BGC is that the BGR must deposit the collateral with the BGC in accordance with the **Annex "Risk Management and Collateral"**.

3.1.8 Dissolution of the balance group and discontinuation of business activities of the balance group manager

1. If the BGR plans to dissolve a BG, it must notify without delay but no later than 21 days before the date of the planned deactivation, the BGC, the CAM and the GO concerned. The report to the BGC must include the following:
 - Name of the BG (identifier, identification number);
 - Date and time of the planned deactivation (as of the first of which month);
 - Proof of notification of the GO concerned and the CAM.
2. The BG may only be dissolved when all members of the BG belong to other BGs, either because they have been accepted by them or because they have been assigned by E-Control pursuant to § 86 (5) Electricity Industry and Organization Act (*EIWOG*) with legally binding effect.
3. Deactivation always takes place on the last day of the month at 24:00 hours.
4. In the event of the planned discontinuation of a BGR's business activities and the termination or cancellation of the contract, the above provisions shall apply *mutatis mutandis*. In such case, E-Control and the other BGCs must also be notified by the BGR.
5. The settlement of the imbalance energy and the final settlement of the clearing fee by the BGC shall be done effective as of the time of the dissolution (deactivation) of the BG during the clearing process that follows this point in time and in which all metered data are fully available. The release of all collateral takes place after this final clearing.
6. In the event of dissolution of a BG completed in compliance with the provisions of this section, the related expenses of the BGC are deemed covered by the clearing fee pursuant to § 12 of the Settlement Agencies Act (*VerStG*).

3.1.9 Reporting obligations and data exchange between the balance group representative and the balance group coordinator

1. The BGR must report to the BGC the following circumstances at all times and without being requested to do so:
 - Material changes to the scope and the type of business activities
 - Circumstances that may result in material changes to the incidences of imbalance energy
 - Changes in the data and information to be notified to the BGC
2. Schedules must be sent in accordance with the provisions of the Electricity and Gas Market Code.
3. The BGC provides the BGR with the aggregated time-series of the standard load profiles and the aggregated time-series of the metered values per BG for feed-in and purchases, as well as the aggregated sum of the scheduled values per clearing and settlement period for each BG for the purpose of checking the settlement of imbalance energy via the website of the BGC. This data is accessible only to the BGR using an individually assigned password and is made available for downloading.

3.2 Special Terms for Contracts between the Balance Group Coordinator and the Grid Operator

3.2.1 Applicability of the General Terms and Conditions of Business of the Balance Group Coordinator

The legal relationship between the BGC and the GO is governed by the T&C-BGC subject to the following conditions:

1. Clause 1. of the T&C-BGC applies, but not clauses 1.4.1.1 and 1.4.2.
2. Furthermore, for the GO as responsible party of the BG for grid losses, clauses 3.1.1, 3.1.2, 3.1.5, 3.1.7, 3.1.8, 8.1, 3.1.9, 6.1 and 8.2 apply mutatis mutandis, however, excluding the provisions of this clause regarding credit assessment, clearing fee, risk management, collateral and information events for BGR interested parties. These balance groups are exempt from the clearing fee.
3. No end customers may be assigned to these balance groups. In the event of resale of this energy to electricity traders and end customers, a transfer must first be made to a trading balance group.

3.2.2 Obligations of the grid operator

The grid operator (GO) delivers the data required for clearing to the BGC, in particular, the sum of aggregated metering values (time-series of quarter-hour values) and aggregated load profiles, broken down by generation and consumption, per supplier and BG in accordance with the procedure described in the **Annex "Imbalance Energy Management"**.

3.2.3 Establishment of the grid operator in the system of the balance group coordinator

Every GO must submit the following data to the BGC for the setup in the BGC system:

- Identifier and identification number of the GO
- Name and address, e-mail address certified in accordance with Electricity and Gas Market Code, phone number and fax number of the GO
- Bank account and billing address
- Competent party for technical matters with contact address,
- Competent party for commercial matters with contact address,
- E-mail address for data transmission certified pursuant to the Electricity and Gas Market Code

The GO must notify the BGC of any changes to the data immediately.

3.2.4 Establishment of the balance groups

1. To set up a balance group (BG) for a GO in a control area, the GO will submit the following information in writing to the BGC responsible for the control area no later than 14 days prior to activation of the BG in question:
 - Identifier and identification number of the GO
 - Name and address, e-mail address certified in accordance with the Electricity and Gas Market Code, phone number and fax number of the GO
 - Name, address, e-mail address certified in accordance with the Electricity and Gas Market Code, phone and fax number of the BG's scheduling representative, estimated energy per year for purchase and/or delivery by the BG
 - Date of start of activities of the balance group
 - Bank details with SEPA business-to-business direct debit mandate and billing address
 - Competent party for technical matters with contact address

- Competent party for commercial matters with contact address
 - E-mail address for data transmission certified pursuant to the Electricity and Gas Market Code
2. Changes to the data must be notified by the GO to the BGC without delay; this may be done electronically by entering the valid password.
 3. If the GO does not operate the BG for grid losses itself, but connects to another BG for grid losses, it notifies the BGC of this fact.
 4. Content and formats of the data to be transmitted by the GO to the BGC are defined by the provisions of the Electricity and Gas Market Code.

3.2.5 Training courses

As soon as it becomes clear that the GO cannot meet its obligations due to insufficient technical and/or commercial knowledge of the balance group model, the GO is under the obligation to send employees with the required professional training to the GO information events the BGC offers.

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

3.3.1 Data supply contract

Each supplier must enter into a data supply contract with the BGC for the control area in which it operates, under which it agrees to supply all data required by the BGC if the data is not supplied by the GO or BGR, and the data is available to the supplier.

3.3.2 Registration in the system of the balance group coordinator

1. The supplier is registered in the BGC's system with an identifier (alias name) and an ID number.
2. If a supplier is at the same time a BGR, the BGC may use an identifier that is different from that of the BGR (supplier identifier) and ID number.
3. The supplier is obliged to provide the BGC with the following information in writing:
 - Name and address, e-mail address certified according to the Electricity and Gas Market Code, phone number and fax number of the supplier
 - Competent party for technical matters with contact address,
 - Competent party for commercial matters with contact address,
 - E-mail address for data transmission certified pursuant to the Electricity and Gas Market Code.
4. The supplier shall notify the BGC immediately of any changes to this data.
5. The BGC publishes the identifier (supplier identifier, if applicable) and ID number on its website.

3.3.3 Data inspection

Insofar as separate accounts have been set up for the suppliers belonging to a BG, the BGC shall enable the supplier to inspect its data through a secure internet access of the BGC. This data is only accessible to the provider using an individually assigned password.

3.4 Special Terms for Contracts between the Balance Group Coordinator and the Provider of Balancing Energy

3.4.1 Registration in the system of the balance group coordinator

1. The provider of balancing energy is registered in the system of the BGC with an identifier (alias name) and an ID number.
2. If a provider of balancing energy is also a BGR, the BGC may use an identifier ("balancing energy provider identification") and ID number different from the BGR identification.
3. The provider of balancing energy must submit the following information to the BGC in writing:
 - Name and address, e-mail address certified in accordance with the Electricity and Gas Market Code, phone number and fax number of the imbalance energy provider.
 - Competent party for technical matters with contact address,
 - Competent party for commercial matters with contact address,
4. Changes to this data must be notified to the BGC by the balancing energy provider without delay.
5. If the provider of balancing energy maintains an account separate from the balance group, the energy on this account is transferred to the balance group with the approval of the BGR.
6. The BGC publishes the identifier and ID number on its website.

3.4.2 Data inspection

The provider of balancing energy is sent information regarding its bids in the secure area of the BGC website. This data is only accessible to the respective balancing energy provider by using an individually assigned password. Every market participant has the right to inspect the market information electronically at any time via the BGC's system in accordance with statutory provisions.

3.4.3 Further provisions for providers of balancing energy

Further provisions applicable to providers of balancing energy are given in the **Annex "Imbalance Energy Management"**. Insofar as applicable, the regulations of clause 6.1. shall apply. The data provided by the BGC to the provider of balancing energy is the data supplied by the CAM; the CAM is also responsible for the content.

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

3.5.1 Contract

The business relationship between the CAM and the BGC is conducted on the basis of a written CAM contract.

3.5.2 Reporting obligations of the control area manager

The CAM must inform the BGC if a provider of balancing energy does not properly fulfil its duties or if a BGR does not properly conduct the scheduling process.

3.5.3 Cross-border control area schedules (external schedules)

The processing of external schedules is regulated in the chapter Schedule Management in Section 2.

3.5.4 Principles of imbalance energy management

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

3.6 Special Terms for Contracts between a Balance Group Coordinator and a Power Exchange and for Contracts with a Settlement Agent acting for a Power Exchange

3.6.1 Contract

The business relationship between a power exchange or a settlement agent acting for a power exchange (PX) and a balance group coordinator (BGC) is based on a written PX contract.

3.6.2 Conditions for a contract

A party interested in establishing a PX-BG must furnish proof to the BGC that it meets the following requirements:

- a) Its interfaces for data exchange comply with the Electricity and Gas Market Code; Before the contract is executed, the interested party must furnish proof that it can ensure the exchange of data with the BGC at all times and to the required extent as well as in the formats, interfaces, security standards and contents specified in the Electricity and Gas Market Code.

A trial run must be conducted by the PX, CAM and BGC before the contract is executed. The trial series refers to the error-free and complete data transmission between the listed participants, but not to the stability of the PX's IT system or the functionality of its processes. The trial run must be carried out in agreement with the BGC and the CAM.

- b) Proof of attendance of the BGC's information events for BGR interested parties;
- c) Proof of professional qualification of operationally active persons furnished to the BGC and the CAM;
- d) Submittal of documents in accordance with the published specifications of the BGC, indicating the
 - Identifier and identification number of the PX, if already given
 - Name and address, e-mail address certified in accordance with the Electricity and Gas Market Code, phone number and fax number of the PX,
 - Indication of the control area in which the BG is set up,
 - Bank account and billing address,
 - Competent party for technical matters and at least one representative with name and address, e-mail address certified pursuant to the Electricity and Gas Market Code, phone number and fax number.
 - Competent party for commercial matters and at least one representative with name and address, e-mail address certified pursuant to the Electricity and Gas Market Code, phone number and fax number.
 - E-mail address for data transmission certified pursuant to the Electricity and Gas Market Code

3.6.2.1 Proof of license to operate a commodity exchange

Parties interested in the establishment of a PX must prove that they hold a license to operate a general commodity exchange pursuant to § 2 Stock Exchange Act or to act as a settlement agent pursuant to § 9 (3) also in conjunction with § 177 (3) Stock Exchange Act or hold a permit (or equivalent authorization)

issued by the respective competent authority of a member state of the European Union or of an EEA member state. In the event a party is commissioned to act as a settlement agent, proof of the permit of the principal and the commission must be furnished.

3.6.2.2 Regular review by the balance group coordinator

The BGC constantly monitors compliance with the requirements for the continued validity of the contract. The PX is obliged to inform the BGC of any changes to these requirements immediately and without being requested to do so.

3.6.2.3 Further grounds for termination

1. A further material reason within the meaning of clause 1.4.1 of these T&C-BGC which give the BGC the right to immediately terminate the contract is given if the PX has not managed a BG for more than three months. In the event a license is revoked by the competent authority or the appointment as settlement agent is terminated within the meaning of clause 3.6.2.1, then clause 1.4.4 shall apply mutatis mutandis.
2. In the event of termination of the contract between a PX and a BGC or dissolution of the contract by BGC, the BGC will immediately notify E-Control, the other BGCs, the BGR and the CAM.
3. When the termination takes effect, the PX shall cease to conduct its business as a PX within the meaning of these T&C-BGC.
4. In other respects, clause 3.6.4 shall apply mutatis mutandis.

3.6.3 Principles of Balance Group Management

3.6.3.1 Establishment of a balance group

1. The establishment of a power exchange balance group (PX-BG) with the BGC is done exclusively upon request of the PX.
2. A PX must establish at least one BG and perform the statutory duties of a PX for this BG.
3. The BGC assigns a unique identifier (alias) and identification number to every PX-BG and manages them on a permanent basis in its IT system.

3.6.3.2 Requirements for the establishment of a power exchange balance group

To establish a PX-BG in a control area, a PX must submit the following information in writing to the competent BGC for the control area no later than 14 days prior to activation of the relevant PX-BG:

- Identifier and identification number of the PX.
- Indication of the control area in which the PX-BG is to be established.
- Name, address, e-mail address certified in accordance with the Electricity and Gas Market Code, phone and fax number of the scheduling representative of the PX-BG.
- Estimated energy turnover per year of the PX-BG.
- Date of commencement of activity of the PX-BG.
- Competent party for technical matters with name and address, e-mail address certified pursuant to the Electricity and Gas Market Code, phone number and fax number.
- If applicable, competent party for commercial matters with name and address, e-mail address certified pursuant to the Electricity and Gas Market Code, phone number and fax number.

3.6.4 Dissolution of power exchange balance groups and discontinuation of business activities of a power exchange

1. If the PX plans to deactivate a PX-BG, it must notify the BGC and the CAM immediately, but no later than 21 days prior to the date of the planned deactivation. The report to the BGC must include the following:
 - Name of the PX-BG (identifier, identification number)
 - Date and time of the planned deactivation (as of the first of which month)
 - Proof of notification of the CAM
2. Deactivation always takes place on the last day of the month.
3. In the event the PX plans to discontinue business activities and also in the event of termination or dissolution of the contract, the aforementioned provisions shall apply mutatis mutandis. In this case, the PX must notify E-Control and the other BGCs.
4. The settlement of the imbalance energy and the final settlement of the clearing fee by the BGC shall take place with a reference to the time of the dissolution (deactivation) of the BG in the clearing process subsequent to the time at which all metered data are fully available.
5. In the event of dissolution of a BG completed in compliance with the provisions of this section, the related expenses of the BGC are deemed covered by the clearing fee pursuant to § 12 of the Settlement Agencies Act (*VerStG*).

3.6.5 Description of the method for calculating the incidence of imbalance energy and of the method for price determination

1. The imbalance energy is determined for each BG for the clearing period defined by the BGC. The amount of imbalance energy is determined based on the difference between purchase schedules, on the one hand, and sales schedules, on the other. The PX is the central counterparty for transactions on the power exchange. The PX ensures in its rules and regulations that the sum of delivery and purchase schedules on the delivery dates match those specified in the Electricity and Gas Market Code in each clearing period.
2. If, in exceptional cases, there is a difference between the delivery and purchase side of a PX-BG, the PX shall, by the latest possible time pursuant to the Electricity and Gas Market Code, notify the schedules retroactively in such a way that the difference is zero. If this is not done by the first clearing, the BGC has the authority to set all delivery and purchase schedules to zero for the clearing periods in which there is a difference. This results in a balance group turnover of zero. The schedules set to zero apply to clearing. PX and its trading companies give their prior agreement to such measures and all liability of the BGC for such measures is excluded.
3. Differing from clause 2, imbalance energy quantities resulting from European market coupling processes, specifically, rounding differences inherent to the system, are charged by the BGC to the respective PX.
4. The methods for the calculation of incidences of imbalance energy, for determining the prices for imbalance energy and for technical clearing are regulated in the Annex "**Imbalance Energy Management**".

3.6.6 Reporting obligations and data exchange between power exchanges and balance group coordinators

1. The PX must report the following information to the BGC at any time and without being requested to do so:
 - Any relevant changes to the scope and nature of the business activity
 - Circumstances that may cause imbalance energy incidences
 - Changes to the data and information to be notified to the BGC
2. When setting up a new exchange member, the PX will ensure that the respective BGR concerned gives its consent to schedule notification between its BG and the PX-BG.

3.6.7 Schedules

Schedules must be sent in accordance with the provisions of the Electricity and Gas Market Code. The special features applicable to the PX for the registration and management of schedules are set out clause 6.

3.6.8 Settlement of accounts, billing

The provisions governing the settlement of accounts and billing are given in the **Annex "Clearing and Settlement, Billing"**.

3.7 Special Terms and Conditions for the Contract between the Balance Group Coordinator and the Eco-Balance Group Representative

3.7.1 Applicability of the General Terms and Conditions of Business of the Balance Group Coordinator

The legal relationship between the BGC and Eco-Balance Group Representative is governed by the T&C-BGC under the following conditions:

1. Clause 1 of the T&C-BGC applies, but clauses 1.4.1.1 and 1.4.2 do not apply.
2. Furthermore, the Eco-BGR as responsible party of the BG for eco-energy is subject to the provisions of clauses 3.1.1, 3.1.2, 3.1.5, 3.1.7, 3.1.8, 8.1, 3.1.9, 6.1 and 8.2 which apply mutatis mutandis, however, excluding the provisions of this clause regarding credit assessment, clearing fee, risk management, collateral and information events for BGR interested parties. These balance groups are exempt from the clearing fee.

3.7.2 Data supply contract

1. The Eco-BGR enters into a contract with the BGC in which the BGC agrees to disclose to the Eco-BGR the data used for the calculation of the clearing fee for the BGC in accordance with the Regulation issued by E-Control defining the clearing fee for the performance of the duties of a BGC.
2. Liability of the BGC for the correctness of the content of the data notified to the Eco-BGR is excluded.

4 Financial Responsibility of the Balance Group Representative

4.1 Billing policy

1. Payments in connection with the settlement of imbalance energy and the clearing fee are due within three banking business days of the invoice date and are collected by way of SEPA business-to-business direct debit orders. The BGR must create and send the SEPA business-to-business direct debit order to BGC required for this purpose and transmit a copy of this SEPA business-to-business direct debit order to its banking institution, with the corresponding documents being required to have been received by the respective recipient at the latest when the contract is

signed. The BGC may only reject bank accounts with certain banks on objectively justified grounds. Such an objectively justified ground will be deemed given if the bank of the BGR is not in a position to execute the SEPA business-to-business direct debit orders on the due dates and by the payment deadlines specified in these T&C-BGC including all Annexes.

2. In the event of an automatic debit order through a SEPA business-to-business direct debit for a payment due, the BGC is under the obligation to notify the BGR at least three business days before the due date of the automatic debit order for the amount due. This notification must indicate the amount to be debited and the date of the automatic debit, and may be sent in writing or electronically (e.g. e-mail, fax). Invoices shall be deemed notifications in the meaning of this clause provided the notification contains the amount to be debited and the due date of the debit order.
3. In the event of delay in payment, interest on arrears shall be charged in the amount of the base interest rate (§ 1 (1) Euro-Related Amendment to Civil Legislation, *EUR-JuBeG*) plus four percentage points p.a., and for business-to-business transactions eight percentage points p.a. above the base interest rate (§ 1333 (2) Code of Civil Procedure, *AGBG*).
4. Detailed provisions on invoicing with regard to the settlement of energy deliveries and other services in connection with imbalance energy are contained in the **Annex "Settlement of Accounts, Billing"**.
5. Details on the settlement with the control area manager regarding the invoicing of imbalance energy based on the balancing components are specified in a contract entered into by the BGC and the control area manager.

4.2 Schedule of Fees

1. Services provided by the BGC in fulfilment of its statutory duties are compensated by the clearing fee defined by E-Control in accordance with the tariff rules of § 12 Settlement Agencies Act (*VerStG*) (corresponds to the clearing fee pursuant to *VerStG*).
2. Should a contractual partner temporarily fail to make the data available in the manner and through the procedure defined in the Electricity and Gas Market Code, the BGC is authorized to charge the additional costs incurred at market rates.

5 Data Made Available by the Balance Group Representative

5.1 Data

5.1.1 Data management

For the purposes of data management, each contractual partner of the BGC ("Contractual Partner") is assigned an Austria-wide unique identifier (alias) and an identification number per control area by the BGC; the contractual parties must state these in all data exchanges and in all correspondence.

5.1.2 Data provision

1. The contractual partners are under the obligation to provide the data needed by the BGC to perform its tasks.

2. Format, security standards and contents of the data to be exchanged as well as the type and method of data transmission are governed by the provisions of the Electricity and Gas Market Codes.

5.1.3 Data transmission

The successful receipt of the data transfer must be immediately checked by the contractual partner and by the BGC. Unless the receipt of the data transmitted is checked automatically, this check is done during regular office hours. The BGC makes it possible for the contractual partner to inspect the data received. The contractual partner must notify the BGC of any faulty transmissions and must correct the faulty data.

5.1.4 Data accuracy, storage

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

5.1.5 Measures in the event of technical disruptions

1. In the event of technical disruptions, all of the contractual parties are under the obligation to inform the respective other party immediately and to initiate all economically reasonable measures without delay to restore the orderly fulfilment of the contract.
2. The contractual parties have the right to suspend the transmission and the receipt of data for the purpose of carrying out any necessary work on the IT systems used for the fulfilment of tasks. The contractual parties will be notified of this work in a timely manner – if such work can be planned in advance – but at the latest 48 hours before the start of work.
3. Data not sent due to disruptions and interruptions to operations must be sent without delay after the disruptions and interruptions to operations have been remedied.

5.1.6 Data protection disclosure obligations pursuant to the General Data Protection Regulation

On the basis of the contract entered into by the BGC (APCS Power Clearing and Settlement AG), the provisions of § 23 (4), (4a) and (5) Electricity Industry and Organization Act (EiwOG) and upon accessing the clearing system, the contractual partner and the parties authorized to access the clearing system hereby acknowledge and confirm their understanding that the clearing agency processes – to the extent required – all personal data disclosed during performance of the contract for the purpose of fulfilling its statutory and contractual tasks or to comply with obligations mandated by a regulation or by order of the competent authorities. Furthermore, in order to comply with its duties, it transmits the data – fully or partially – to its vicarious agents or data processors within the meaning of the EU General Data Protection Regulation No 2016/679 (GDPR), that is, to smart technologies Management-Beratungs- und Beteiligungsgesellschaft m.b.H., Cismo Clearing Integrated Services and Market Operations GmbH, and to Oesterreichische Kontrollbank AG for further processing.

The parties authorized to access the clearing system acknowledge and confirm that the personal data of the authorized parties obtained during the preparation of the contract, which include name, company phone number, company e-mail address, company address, as well as the recorded process steps, will be stored and processed, in particular, for the purpose of authentication in order to comply with

statutory obligations pursuant to § 23 (4), (4a) and (5) *EIWOG*. The personal data listed above as well as the related access data records are also processed and stored under the premise of legitimate interest of the clearing agency so as to prevent the unauthorized use of the clearing platform. Any data transfer to competent authorities is done only within the framework of statutory obligations. These obligations are specified in § 24 and § 26 E-Control Act and in § 23 (4), (4a) and (5) Electricity Industry and Organization Act (*EIWOG*).

The websites of APCS use "Google Analytics" with anonymized IP addresses as well as so-called cookies. Relevant information is available on the APCS website at www.apcs.at under Data Protection Information.

Storage period/deletion deadline: The data is generally stored for the term of the contract and beyond this period for as long as necessary to ensure that it is possible to file claims, exercise rights or defend rights.

Rights of data subjects and legal notice: The GDPR specifies that data subjects have the right to obtain information from the controller on their personal data processed as well as the right to have their data corrected or deleted or to limit its processing; furthermore, they have the right to file an objection to the processing of their data and also the right to data portability (Art. 15 to 21 GDPR). Furthermore, it is possible to file an appeal with the supervisory authority (Art 77 GDPR). To safeguard rights under data protection law, every data subject may contact us at APCS Power Clearing and Settlement AG, Companies Register No. FN 196976x (Commercial Court Vienna).

5.1.7 Data inspection

1. Every contractual partner managed in the system of the BGC has the right to view the data relating to them by electronically accessing the data via a password-protected internet connection.
2. Every market participant has the right to view the market information electronically at any time via the BGC's system in accordance with statutory provisions.
3. The BGC will publish the market price index per clearing period according to the bidding curve of the last day on its website on the subsequent business day.

6 Schedules

6.1 Schedule management

The BGR prepares internal (internal schedules) and cross-border control area schedules (external schedules) for the exchange of electric power within different BGs and outside of the control area.

6.1.1 Internal schedules

1. The BGR must send the internal schedules for the subsequent day to the BGC at the latest by 14:30 hours. Intraday trades are also permitted after 14:30 hours.
2. The content, formats and reporting times for internal schedules are based on the rules of the Electricity and Gas Market Code. Internal schedules may be changed until 16:00 hours on the business day following the delivery day, with all days from Monday through Friday being considered business days with the exception of public holidays. The BGC assumes prior coordination among the BGRs affected by such adjustments to the schedules. On the request of the two BGRs concerned, the BGC is authorized to permit retroactive schedule changes up until the close of clearing. Schedule changes are only possible if it is ensured that the changes will

keep the collateral utilization ratio below 100% according to the valuation of open positions pursuant to the Annex "Risk Management 2.3".

3. If the corresponding internal schedules do not match pursuant to the Electricity and Gas Market Code, the internal schedule of the procuring BG applies (priority rule, *Senkenregel*).
4. If no internal schedules are reported for a BG, the schedule value is set by the BGC to 0 (zero) for the period for which no schedule values were reported.
5. The imbalance energy of each BG is determined on the basis of the last valid internal or intraday schedule sent.
6. Every BGR has the right to reject schedule processing with BGs of a particular BGR either in one direction or in both directions. The unilateral written statement which is required to have been properly served to the BGC must specify the date of deactivation of this contract and direction. The BGR executing the blocking must immediately send a copy of this statement to the BGR concerned. Retroactive rejection is not permitted.

As of the time of deactivation (until blocking is removed), it will not be possible to process schedules between these BGs in the direction specified. Schedules already registered for the period of deactivation are not permitted to be executed.

The BGC must notify all BGRs concerned. However, the actual receipt of notification is not a condition for the blocking to take effect. The blocking applies from the time specified by the blocking BGR, but at the earliest from 00:00 hours of the next but one business day in relation to the business day on which the BGR announces the blocking for the first time. Deactivation statements of the BGR which are not received by the BGC on a business day shall be deemed received on the next business day. Blocking may be activated earlier in coordination with the BGC and with the consent of the blocking BGR and the BGR concerned.

If the competent authority revokes the permit of the BGR, the BGC must deactivate all contracts of the BG of this BGR with other BGs. The above rules shall apply *mutatis mutandis*.

7. In departure from the paragraphs above, schedules arising from delivery and purchase contracts of a BG with the BG of a power exchange or settlement agent acting for a power exchange ("PX-BG"), the following shall apply:
 - a) The schedule reported by the PX is always the applicable schedule for the BGC. The priority rule (*Senkenregel*) pursuant to clause 6.1.1.3 is excluded.
 - b) The priority rule (*Senkenregel*) pursuant to clause 6.1.1.3. applies to schedule notifications between two PX-BGs.
 - c) PX schedule notifications must be sent to the BGC no later than 13:30 hours local time for the subsequent day.
 - d) As long as a BGR or one of its BG members trades on a PX, the deactivation of schedule processing for the PX-BG is only permitted with their consent.

The BGR, which trades on a power exchange itself or whose BG members trade on a power exchange, coordinates all measures arising from the provisions of this paragraph. Liability of the BGC for such measures is excluded.

8. The following applies to schedules for energy deliveries between the BG of the Eco-BGR and the BGR:
 - a) For the BGC, the schedule reported by the Eco-BGR is always the applicable one. The priority rule (*Senkenregel*) pursuant to clause 6.1.1.3 shall be excluded.
 - b) Deactivation of schedule processing in accordance with clause 6.1.1.6 for the BG of the Eco-BGR is only permitted with the consent of the Eco-BGR.

BGRs whose balance group(s) include electricity traders that deliver power to end consumers shall agree to all measures of the BGC resulting from the provisions of this paragraph. Liability of the BGC for such measures is excluded.

9. The schedule transmitted by the control area manager is valid for the delivery and purchase of balancing energy.

6.1.2 External schedules

1. External schedules are transmitted by the BGR to the CAM. External schedules must be corrected by the BGR in accordance with the specifications of the CAM.
2. External schedules for each BG are sent by the CAM to the BGC in accordance with the content and format requirements of the Electricity and Gas Market Code. The BGC only accepts processed external schedules from the CAM that have been coordinated with the adjacent CAM (including outside the country). The CAM hands over the processed external schedule to the BGC by the latest on the business day following schedule processing. The external schedules processed are the basis for determining imbalance energy.
3. A departure from this rule applies to external schedules of the PX-BG:
 - a) These schedules may only be sent between balance groups with the same name ("one-to-one notification") (e.g. PX-BG TenneT/PX-BG APG). External schedules across control areas without balance groups of the same name in both control areas ("cross-over registration") are only permitted if there is no balance group/virtual balance group system in the adjacent control area. Other schedules are not accepted.
 - b) Schedules must be notified by PX to the CAM by 12:00 noon local time for the subsequent day.
 - c) The CAM is required to give priority to checking the external schedules notified by the PX and reconcile them with the respective other CAM.
 - d) The abovementioned right of the CAM to request the BGR to correct the external schedule is limited with regard to exchange schedules to cases in which external schedules cannot be coordinated between the control areas (e.g. due to different values in the corresponding schedules).
 - e) The CAM transmits the coordinated external schedules for the following day or before a weekend or a public holiday up to and including the next business day (Monday to Friday) to the BGC by 13:30 hrs.
 - f) BGRs that trade on a PX themselves or whose BG members trade on a PX consent to such measures. Liability of the BGC for such measures is excluded.

6.1.3 Merging Internal and External Exchange Schedules

The PX is under the obligation to check the internal and external schedules of the PX-BG received by the BGC via the access granted to the system regarding the closing out of positions (debit-credit balance) and to correct any imbalances without delay.

7 Load Profile

7.1 Determination

The GO defines the load profile for the members of a BG and notifies the load profiles approved by E-Control to the BGC without delay, stating the type, date and period of validity; the BGC manages and publishes the load profiles centrally. Unless otherwise specified, the representative standard load profiles VDEW (Verband der Elektrizitäts-Wirtschaft) approved by E-Control must be used. If the GO specifies a load profile that deviates from the standard load profiles already approved, it must attach the approval of E-Control in written form when notifying the BGC.

7.2 Recording, archiving and publication

The BGC makes the standard load profiles available on its website in their currently valid versions.

8 Settlement of Accounts

8.1 Description of the method for calculating the incidence of imbalance energy and the method used for price determination

Imbalance energy is determined for each BG for the clearing period defined by the BGC. The imbalance energy quantity is determined based on the difference between purchase and feed-in schedules, on the one hand, and purchase and sell schedules, on the other. The methods for the calculation of incidences of imbalance energy, for determining the prices for imbalance energy and for technical clearing are regulated in the Annex **"Imbalance Energy Management"**.

8.2 Settlement of Accounts, Billing

Clearing and settlement are governed by the provisions in the **Annex "Clearing and Settlement, Billing"**.

8.3 Risk Management, Collateral

Risk management and the organization of collateral are regulated in the **Annex "Risk Management and Collateral"** and include, but are not limited to:

- determination, requesting, management and release of collateral,
- type of collateral to be deposited and the form of depositing, as well as
- realization of collateral.

9 Scope of Application of Imbalance Energy Settlement

The General Terms and Conditions of the Balance Group Coordinator apply to the APG Control Area pursuant to § 23 (1) EIWOG 2010, as amended.

10 Settlement Periods

The settlement periods are defined in the **Annex "Clearing and Settlement, Billing"**.

11 Consequences of Violations of the Modalities

The consequences of violations of the modalities are specified in clause 1.4.1. as well as in clause 1.6.1.

12 Obligation to Notify Changes in Positions

The procedure for the obligation to notify changes in positions is specified in the provisions of the Electricity and Gas Market Code – Chapter 3 Schedules.