

Elering AS
Standard Terms and Conditions of the Electricity Balance Agreement
Unofficial translation

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1. General Provisions

- 1.1. The present “Standard Terms and Conditions of Electricity Balance Agreement” (hereinafter the Standard Terms and Conditions) shall determine the rights and obligations of Elering AS (hereinafter the Transmission System Operator) in providing system responsibility services to the Balance Responsible Party under the Electricity Balance Agreement signed between the Transmission System Operator and the Balance Responsible Party, and the rights and obligations of the Balance Responsible Party in the execution of the Balance Agreement.
- 1.2. The Standard Terms and Conditions shall be an integral part of the Electricity Balance Agreement.
- 1.3. The Balance Responsible Party shall submit to the Transmission System Operator the Balance Plans including corrections thereof in Central European Time or Central European Summer Time unless specified otherwise by the Transmission System Operator. Any other deadlines and activities associated with these Standard Terms and Conditions shall be carried out in Eastern European or Eastern European Summer Time.
- 1.4. Under these Standard Terms and Conditions, the scheduling area and the imbalance price area of the Estonian power system shall be considered as one and the same area.
- 1.5. Any standard term or condition derogating from a fundamental principle of law shall be null and void.

2. Definitions

The terms used in the Standard Terms and Conditions are defined as in the legislation or as follows:

- 2.1. Accounting Period – one calendar month;
- 2.2. Agreement – a balance agreement concluded between the Balance Responsible Party and the Transmission System Operator with all amendments and annexes thereto and integral parts thereof, including the Standard Terms and Conditions;
- 2.3. Balance Area – an area comprising of a Balance Responsible Party and the market participants in it's chain of open supply, whose imbalance shall be determine based on the metered data of metering points agreed upon with the Balance Responsible Party in the Agreement.
- 2.4. Balance Plan – a set of data comprising of planned consumption, production and fixed supplies in the Balance Responsible Party’s Balance Area;
- 2.5. Balance Service Administrative Cost for Balance Responsible Party – a fee that the Transmission System Operator collects from the Balance Responsible Party in exchange for the provision of system responsibility services to the Balance Responsible Party;
- 2.6. Balance Service Full Cost – the sum of Imbalance Energy Total Cost and the total Balance Service Administrative Cost for Balance Responsible Party;
- 2.7. Balancing Energy – balancing or emergency reserve bid activations ordered by the Transmission System Operator in order to increase or decrease production and consumption, based on the legislation and agreements concluded between the Transmission System Operator and Balance Service Provider;
- 2.8. Balancing Energy Price – the main reference price used in the calculation of the Imbalance Price for an Imbalance Settlement Period for which the TSO has activated Balancing Energy;

- 2.9. Imbalance – an energy volume calculated for a Balance Responsible Party, representing the difference between the aggregated measured and fixed supplies, including any imbalance adjustments attributed to that Balance Responsible Party's Balance Area within a given Imbalance Settlement Period;
- 2.10. Imbalance Energy – electricity purchased and sold by the Transmission System Operator under the Agreement concluded with the Balance Responsible Party;
- 2.11. Imbalance Price – the price, be it positive, zero or negative, calculated for each Imbalance Settlement Period and for Imbalance direction;
- 2.12. Imbalance Settlement Period – (1) full hour for which Balance Responsible Party's Imbalance is calculated with respect to the time zone of imbalance settlement;
- 2.13. Imbalance Energy Total Cost – the sum of Imbalance multiplied by the Imbalance Price;
- 2.14. Neutrality Component – an additional component used in the calculation of the Imbalance Price with the aim to ensure financial neutrality;
- 2.15. Power System – the technical system for the production and delivery of electricity, comprising of all the power plants integrated thereof and consumers within the territory of the Estonia, with relevant control, protection and communication systems;
- 2.16. Trading Period – (1) full hour. The first hour of the day shall be 00.00 - 01.00 and the last hour shall be 23.00 - 24.00 with respect to the time zone applied for the submission of Balance Plans;
- 2.17. Value of Avoided Activation – the main reference price used in the calculation of the Imbalance Price for an Imbalance Settlement Period for which the TSO has not activated Balancing Energy.

3. Subject of the Agreement

- 3.1. Pursuant to the Agreement, the Transmission System Operator shall sell to the Balance Responsible Party or buy from the Balance Responsible Party as an open supply an amount of Imbalance Energy necessary to cover the Balance Responsible Party's Imbalance in each Imbalance Settlement Period.
- 3.2. The deliberate use of Imbalance Energy by the Balance Responsible Party is not allowed, meaning that under the Agreement, the systematic purchase or sale of Imbalance Energy is prohibited.

4. Duration of the Agreement

- 4.1. Agreement shall enter into force at 00.00 on the 1st day of an agreed calendar month after the Agreement has been concluded, provided that the Balance Responsible Party has submitted to the Transmission System Operator the guarantees provided in point 11, the Balance Responsible Party does not have a separate agreement for the purchase and sale of it's Imbalance with another open supplier besides the Transmission System Operator, and that the Balance Responsible Party has information systems in place which enable the Balance Responsible Party to carry out its functions.

5. Designation of Balance Area

- 5.1. The data of the Balance Area is managed in the Data Hub.

- 5.2. In the event of changes in its open supply chain, the Balance Responsible Party is obliged to submit an open supply agreement notification to the Data Hub. The notification must include the name and EIC code of the market participant entering or exiting the supply chain, the EIC code(s) of the measuring point(s), and the start and end date of the open supply agreement. The information listed in the notification shall be submitted in accordance with the format provided by the Data Hub and in compliance with the requirements that regulate changes in the open supply chain.
- 5.3. The rules governing the open supply chain are laid out in the Electricity Market Act and Government regulation No. 184.

6. Balance Responsible Party

- 6.1. To become a balance provider, an entity must sign a balance agreement with Elering. As a precondition, the applicant must:
 - 6.1.1. submit an application to become a balance provider in Estonia to Elering's general e-mail contact info@elering.ee;
 - 6.1.2. have successfully tested information technology solutions associated with balance management processes in accordance with the data exchange rules provided by the Transmission System Operator;
 - 6.1.3. have signed a user contract for the use of Data Hub;
 - 6.1.4. submit to the Transmission System Operator guarantees provided in point 11;
 - 6.1.5. fulfill the requirements of a Balance Responsible Party in accordance with the rules laid out in the legislation and Agreement.

7. Balance Planning

- 7.1. General requirements applicable to Balance Plans.
 - 7.1.1. The Balance Plan submitted by the Balance Responsible Party to the Transmission System Operator shall be accurate to 0.1 MWh and shall specify the following information:
 - 7.1.1.1. a detailed net production plan. This plan shall show separately:
 - a. production plans for all power stations whose nominal power production capacity exceeds 10 MW and for all generating units whose nominal power production capacity exceeds 10 MW;
 - b. combined production plan for all power stations and generating units, which are not specified under points 7.1.1.1.c and 7.1.1.1.d, whose nominal power capacity is less than 10 MW;
 - c. combined production plan for all wind and solar power plants, the total nominal power capacity of which exceeds 1 MW;
 - d. combined production plan for all wind and solar power plants, the total nominal power capacity of which is less than 1 MW;
 - 7.1.1.2. total consumption in the Balance Responsible Party's Balance Area;
 - 7.1.1.3. consolidated data comprising of fixed deliveries between market participants in the Balance Responsible Party's Balance Area and other market participants in other Balance Responsible Parties' Balance Areas, listed per Balance Responsible Party;
 - 7.1.1.4. consolidated data for supplies from the power exchange to market participants in the Balance Responsible Party's Balance Area.

- 7.1.2. The Balance Plan shall be submitted electronically to the Transmission System Operator shall be according the form attached to the Agreement.
- 7.1.3. The day-ahead and intra-day Balance Plans submitted to the Transmission System Operator by the Balance Responsible Party must be in balance for all trading periods. In the event of corrections to the intra-day Balance Plans, the Balance Responsible Party may submit to the Transmission System Operator a Balance Plan, which shall be balanced up until the gate closure time of the latest trading period. The aforementioned exception with regard to the submission of intra-day Balance Plan adjustments shall be applicable only in case of unforeseeable circumstances in the Balance Responsible Party's balance portfolio, provided that more than one trading period is impacted.
- 7.2. Requirements for the submission of Balance Plans and day-ahead trading.
 - 7.2.1. The Balance Responsible Party shall submit the Balance Plans for the next day containing the data set out in point 7.1 by each trading period to the Transmission System Operator each day no later by 15.30.
 - 7.2.2. If the Transmission System Operator considers the Balance Plan not permissible due to technical reasons or inconsistencies in the Balance Plan, the Transmission System Operator shall notify the Balance Responsible Party of such occurrences along with the causes thereof as soon as possible but not later than by 16.00.
 - 7.2.3. If the data in the Balance Plan submitted by the Balance Responsible Party differs from those submitted by the power exchange operator, the Transmission System Operator shall give priority to the data submitted by the power exchange operator.
 - 7.2.4. If the Balance Responsible Parties fail to come to terms with respect to the quantities based on fixed delivery agreements, the Transmission System Operator shall apply the lesser rule i.e. confirm the quantity, which is lowest of the two.
 - 7.2.5. In the circumstance described in point 7.2.2, the Balance Responsible Party shall submit to the Transmission System Operator the corrected Balance Plans that match those of the other parties as soon as possible but not later than by 16.30.
 - 7.2.6. The Transmission System Operator shall confirm the daily Balance Plan for the next day to the Balance Responsible Party:
 - 7.2.6.1. by 16.00 at the latest if the activity described in point 7.2.2 did not occur;
 - 7.2.6.2. by 17.00 at the latest if the activity described in point 7.2.2 did occur.
- 7.3. Intra-day trading and adjustments to the Balance Plans
 - 7.3.1. In the event the Balance Responsible Party, or the market participant in its chain of open supply, has traded via intra-day power exchange, or wishes to change the fixed supplies traded on the power exchange with bilateral trades (i.e. trade based on fixed delivery agreements), the Balance Responsible Party shall submit the correction to the Balance Plan to the Transmission System Operator no later than ten (10) minutes after the corresponding intra-day power exchange's gate closure time. The Balance Plan must include all the hourly trades for the corresponding day carried out in the power exchange up until the market gate closure time of the respective hour.
 - 7.3.2. Transmission System Operator shall confirm the corrections to the Balance Plan submitted in accordance with point 7.3.1. only if the corresponding application has also been received from the other Balance Responsible Party whose balance is affected by the amendment or if the Transmission System Operator has received the corresponding data from the power exchange operator and if the changes are technically admissible.
 - 7.3.3. Should the data submitted by the Balance Responsible Party differ from the data submitted by power exchange operator, the Transmission System Operator shall give priority to the data submitted by power exchange operator.

- 7.3.4. Should the data submitted by the Balance Responsible Party remain inconsistent with the data presented by the other Balance Responsible Party by the deadline for submitting the Balance Plans set out in point 7.3, the Transmission System Operator shall deem the application for changes in the Balance Responsible Party's Balance Plan inadmissible, and the Balance Plan for the corresponding trading period, which was previously approved, shall be used instead.
- 7.3.5. The Transmission System Operator shall inform the Balance Responsible Party of approval or denial of the balance correction no later than ten (10) minutes prior to the beginning of the trading period.
- 7.3.6. Supplies agreed upon with the Transmission System Operator in the course of balancing the system shall in balance settlement be regarded as an imbalance adjustment.
- 7.3.7. Trading on the intra-day power exchange shall be conducted in accordance with the rules of the power exchange operator.
- 7.3.8. In the event that the Balance Responsible Parties wish to make changes to bilateral trades based on fixed delivery agreements after the intra-day gate closure time, such changes shall be carried out bilaterally between respective Balance Responsible Parties i.e. outside of balance planning and balance settlement procedures carried out by the Transmission System Operator.

8. Balance settlement

- 8.1. The Transmission System Operator shall calculate the the amount of Imbalance of the Balance Responsible Party, accurate to within 1 kWh, for each Imbalance Settlement Period.
- 8.2. The Transmission System Operator shall calculate the amount of Imbalance for each Imbalance Settlement Period as a sum of the total of measured supplies of metering points in the Balance Responsible Party's Balance Area, the total of fixed supplies and the total of Balancing Energy used between the market participants in the Balance Responsible Party's Balance Area and the Transmission System Operator. When calculating the Imbalance, supplies entered or purchased into the network shall be taken into account with a "+" sign and supplies withdrawn or sold from the network shall be taken into account with a "-" sign. The amount of supplies measured for the distribution network operator's Balance Responsible Party is calculated as total quantities supplied, which are attained from the network operator's border metering points, from which the measured supplies of the market participants belonging to other Balance Responsible Party's Balancing Areas are deducted.
- 8.3. The Transmission System Operator shall submit to the Balance Responsible Party a report (hereinafter the balance report) for each Imbalance Settlement Period that shall contain the following information:
 - 8.3.1. the total of the Balance Responsible Party's measured supplies in the Balance Responsible Party's Balance Area;
 - 8.3.2. the total of the Balance Responsible Party's fixed supplies;
 - 8.3.3. Balancing Energy trades between the Transmission System Operator and market participants in the Balance Responsible Party's Balance Area activated on the instructions of the Transmission System Operator, taken into account as imbalance adjustments;

- 8.3.4. the amount of the Balance Responsible Party's Imbalance that does not contain Balancing Energy trades in events specified in point 8.3.3;
- 8.3.5. the Imbalance Price without the Balance Service Administrative Cost for Balance Responsible Parties as well as the total cost of purchased or sold Imbalance Energy that shall be calculated by multiplying the amount of Imbalance (point 8.3.4) and the Imbalance Price thereof;
- 8.3.6. Balance Service Administrative Cost for Balance Responsible Parties and the full cost for the Accounting Period thereof;
- 8.3.7. amendments to the amounts and/or prices of Imbalance Energy sold and purchased in preceding periods.
- 8.4. Preliminary settlement shall be carried out each month as follows:
 - 8.4.1. the metering data from each metering point is made available for both parties in the Data Hub;
 - 8.4.2. the aggregated measured supplies in the Balance Responsible Party's Balance Area for the preliminary balance report shall be calculated in the Data Hub on the 8th day of each month.
 - 8.4.3. the Transmission System Operator shall submit to the Balance Responsible Party no later than by 12:00 the next working day of each month the preliminary balance report for the month after receiving the information specified in point 8.4.2.
- 8.5. To settle final balance:
 - 8.5.1. the aggregated measured supplies in the Balance Responsible Party's Balance Area for the final balance report shall be calculated in the Data Hub two months after the corresponding settlement month on the 1st day of each month;
 - 8.5.2. the Transmission System Operator shall submit to the Balance Responsible Party a final balance report no later than by the end of the next working day of each month after receiving the information specified in point 8.5.1.
- 8.6. The Transmission System Operator shall follow the methodology approved by the Competition Authority for the calculation of Balance Service Administrative Cost for Balance Responsible Parties.

9. Imbalance Price

- 9.1. The Transmission System Operator shall use the following components in the calculation of the Imbalance Price: the Balancing Energy Price, the Value of Avoided Activation, the Neutrality Component, and the direction of the Baltic total system imbalance.
 - 9.1.1. The Transmission System Operator shall determine the Value of Avoided Activation from the bids available in the Baltic common merit order list.
 - 9.1.2. The Transmission System Operator shall calculate for the Accounting Period a Neutrality Component that shall be applied to each Imbalance Settlement Period. The Transmission System Operator shall sum up:
 - 9.1.2.1. The net costs of the Baltic open supply, the Baltic Balancing Energy, and the Baltic Imbalance Energy.
 - 9.1.2.2. The absolute value of the Baltic Imbalance Energy during each Imbalance Settlement Period from which the imbalance resulting from overactivation has been deducted.
 - 9.1.3. The Transmission System Operator shall calculate the Neutrality Component by dividing the volumes in 9.1.2.2. from the amounts in 9.1.2.1.
- 9.2. The Transmission System Operator shall calculate the Imbalance Price depending on the activation of Balancing Energy:

- 9.2.1. In the event the Transmission System Operator has activated only upward Balancing Energy during the Imbalance Settlement Period, the Imbalance Price shall be equal to the upward Balancing Energy price to which the Neutrality Component has been added;
- 9.2.2. In the event the Transmission System Operator has activated only downward Balancing Energy during the Imbalance Settlement Period, the Imbalance Price shall be equal to the downward Balancing Energy price from which the Neutrality Component has been deducted from;
- 9.2.3. In the event the Transmission System Operator has activated both upward and downward Balancing Energy during the Imbalance Settlement Period, the Imbalance Price shall be determined based on the direction of the Baltic total system imbalance:
 - 9.2.3.1. If the Baltic total system imbalance is at a deficit, the Imbalance Price shall be determined in accordance with 9.2.1.
 - 9.2.3.2. If the Baltic total system imbalance is at a surplus, the Imbalance Price shall be determined in accordance with 9.2.2.
- 9.2.4. In the event the Transmission System Operator has not activated Balancing Energy during an Imbalance Settlement Period, the Value of Avoided Activation in accordance with 9.1.1. shall be applied:
 - 9.2.4.1. If the Baltic total system imbalance is at a deficit, the Imbalance Price shall be determined as the lowest priced available upward balancing energy bid to which the Neutrality Component has been added;
 - 9.2.4.2. If the Baltic total system imbalance is at a surplus, the Imbalance Price shall be determined as the highest priced available downward balancing energy bid from which the Neutrality Component has been deducted from.

10. Purchase and Sale of Balancing Electricity

- 10.1. Should the amount of the Balance Responsible Party's Imbalance in any Imbalance Settlement Period, for any reason, including any errors or shortcomings in the Balance Plans submitted by the Balance Responsible Party, be negative as a result of balance settlement, it shall be regarded that the Transmission System Operator has in the relevant Imbalance Settlement Period sold to the Balance Responsible Party Imbalance Energy in the amount that is necessary to maintain the Balance Responsible Party's balance in the relevant Imbalance Settlement Period.
- 10.2. Should the amount of the Balance Responsible Party's Imbalance in any Imbalance Settlement Period for any reason, including any errors or shortcomings in the Balance Plans submitted by the Balance Responsible Party, be positive as a result of balance settlement, it shall be regarded that the Balance Responsible Party has in the relevant Imbalance Settlement Period sold to the Transmission System Operator Imbalance Energy in the amount that is necessary to maintain the Balance Responsible Party's balance in the relevant Imbalance Settlement Period.
- 10.3. The Transmission System Operator shall, based on the methodology published and approved by law, calculate for each Imbalance Settlement Period Imbalance Prices for sold and purchased Imbalances.
- 10.4. The cost of Imbalance Energy sold to the Balance Responsible Party shall be calculated by adding up the costs of Imbalance Energy sold to the Balance Responsible Party by the Transmission System Operator in all Imbalance Settlement Periods.
- 10.5. The cost of Imbalance Energy sold to the Transmission System Operator shall be calculated by adding up the costs of Imbalance Energy purchased from the Balance

Responsible Party by the Transmission System Operator in all Imbalance Settlement Period.

10. Guarantees

- 10.1 The Balance Responsible Party shall submit to the Transmission System Operator permanent and variable guarantees under the procedure provided for in point 11 of the Agreement.
- 10.2 As a permanent guarantee, the Balance Responsible Party shall submit to the Transmission System Operator by no later than the day the Agreement takes effect a guarantee by a bank accepted by the Transmission System Operator of 31 955 EUR that shall be applicable for as long as the Agreement is valid and for at least four (4) months after the Agreement is terminated. As an alternative, a deposit to the Transmission System Operator's bank could be made on the aforementioned terms and conditions. The Transmission System Operator shall not pay to the Balance Responsible Party interest revenue earned on the deposited guarantee.
- 10.3 As a variable guarantee, the Balance Responsible Party shall transmit to a guarantee account notified in writing by the Transmission System Operator by no later than the day the Agreement takes effect an amount designated by the Transmission System Operator in correspondence with the legislation. The Balance Responsible Party shall bear the costs related to the aforementioned transfer.
- 10.4 At the request of the Balance Responsible Party, the Transmission System Operator shall reduce the variable guarantee on the guarantee account should it exceed 1.5 times the amount payable for balancing electricity purchased from the Transmission System Operator by the Balance Responsible Party in the preceding month minus the amount payable by the Transmission System Operator for balancing electricity purchased from the Balance Responsible Party in the same period. To that end, the Transmission System Operator shall transfer the reducible amount to the Balance Responsible Party's account within fifteen (15) working days of receipt of a notice to that effect. Fees for the aforementioned bank transfer shall be borne by the Transmission System Operator.
- 10.5 At the request of the Transmission System Operator, the Balance Responsible Party shall raise the variable guarantee on the guarantee account should it be below 1.5 times the amount payable for balancing electricity purchased from the Transmission System Operator by the Balance Responsible Party in the preceding month minus the amount payable by the Transmission System Operator for balancing electricity purchased from the Balance Responsible Party in the same period. To that end, the Balance Responsible Party shall transfer the additional amount to the Transmission System Operator's guarantee account within fifteen (15) working days of receipt of a notice to that effect. Fees for the aforementioned bank transfer shall be borne by the Balance Responsible Party.
- 10.6 The Transmission System Operator shall return to the Balance Responsible Party the interest income received from the bank for holding the variable guarantee amounts. The interest income calculation shall be conducted once a year for the calendar year as a whole and transferred by January 15. Should the Agreement be prematurely terminated, the calculation shall be conducted for the actual time during the year the guarantee was held on the guarantee account and interest income shall be returned when all payments pursuant to the Agreement have been made.

11. Rights and Obligations of the Transmission System Operator

11.1 The Transmission System Operator shall:

- 11.1.1 ensure the security of supply and balance at any given moment;
- 11.1.2 arrange for the cross-border electricity trade the management of transmission capacities and publish the main principles for managing the transmission capacities on its website;
- 11.1.3 sell Imbalance Energy to the Balance Responsible Party during Imbalance Settlement Periods when the sum of electricity purchases according to the Balance Plan and injections to the grid in the Balance Responsible Party's Balance Area is smaller than the sum of electricity sales according to the Balance Plan and withdrawals from the grid in the Balance Responsible Party's Balance Area;
- 11.1.4 purchase Imbalance Energy from the Balance Responsible Party during Imbalance Settlement Periods when the sum of electricity purchases according to the Balance Plan and injections to the grid in the Balance Responsible Party's Balance Area is greater than the sum of electricity sales according to the Balance Plan and withdrawals from the grid in the Balance Responsible Party's Balance Area;
- 11.1.5 organize the Balance Responsible Party's balance settlement and exchange information related thereto;
- 11.1.6 comply with the free market principle and the principles of equal treatment of market participants and transparency when purchasing electricity and Balancing Energy in order to fulfil its responsibilities.;
- 11.1.7 utilize the principle of equal treatment and transparency when calculating the Imbalance Price;
- 11.1.8 during the duration of the Agreement, as well as after the termination thereof, not disclose any information related to the Balance Responsible Party of which the Transmission System Operator has gained knowledge in connection with the conclusion and performance of the Agreement, which could damage the interests of the Balance Responsible Party, or which the Balance Responsible Party presumably prefers or would prefer to remain disclosed;
- 11.1.9 notify the Balance Responsible Party as soon as possible of any known technical restrictions that may affect the planned supplies in the Balance Responsible Party's Balance Plan;
- 11.1.10 publish on its website the Imbalance Prices by Imbalance Settlement Period not later than by the 5th working day of the next month;
- 11.1.11 publish on its website the methodology for the calculation of Balance Service Cost approved by the Competition Authority, the Balance Service Administrative Cost for Balance Responsible Parties, and balance settlement methodology, notifying the Balance Responsible Parties at least thirty (30) days in advance.
- 11.1.12 make all payments provided for in the Agreement by the due date.

11.2 The Transmission System Operator shall have the right:

- 11.2.1 to apply restrictions to the supplies of market participants in the Balance Responsible Party's Balance Area in circumstances provided for by law;
- 11.2.2 to amend the information technology solutions of the information exchange provided for in the Agreement and to request for the Balance Responsible Party's readiness for the aforementioned amendments by a reasonable due date. In cases where substantial changes in the information technology solutions are foreseen, the Balance Responsible Party shall be entitled to apply for an extension of deadline, giving also the reasoning for the need of said extension. If the Transmission System Operator finds that the request for the extension is justified, the Transmission System Operator and the Balance

Responsible Party shall agree on a new deadline upon which the amended information technology solutions must be implemented.

- 11.2.3 to unilaterally amend the Balance Plan in case it does not comply with the requirements and to balance the Balance Responsible Party's Balance Plan according to the principles set out in points 7.2.2. and 7.3.4.

12. Rights and Obligations of the Balance Responsible Party

12.1 The Balance Responsible Party shall:

12.1.1 organize balance settlement and information exchange related thereto in the Balance Provider's Balance Area;

12.1.2 submit to the Transmission System Operator a Balance Plan in which the fixed supplies always match those of the counter-parties;

12.1.3 follow all notices and restrictions given by the Transmission System Operator throughout all of the balance planning and management process;

12.1.4 enter into an agreement with the Transmission System Operator for the use of the Data Hub.

12.1.5 keep the sale and purchase of Imbalance Energy within reasonable limits and not utilize the Transmission System Operator's open supply for reasons other than to cover unforeseeable deviation in the Balance Responsible Party's balance;

12.1.6 procure sufficient capacity in order to perform the commitment of sale of electricity to its clients

12.1.7 at the request of the Transmission System Operator, inform the latter without delay of the reasons for not being in balance;

12.1.8 at the request of the Transmission System Operator, should the Transmission System Operator assess that the Balance Responsible Party's Balance Plan is not adequately balanced, initiate immediate action to bring the Balance Plan into balance within no more than two hours of receipt of a notice to such effect;

12.1.9 supply the Transmission System Operator in a manner and via a data medium prescribed by the Transmission System Operator with all information necessary for the latter to perform its duties pursuant to the law;

12.1.10 manage the Balance Area in the Data Hub and ensure that any and all changes in the open supply chain comply with all the requirements set out by the law and other regulations;

12.1.11 submit to the Transmission System Operator the data for the amount of open supplies in a form which complies with all the requirements set forth in the Agreement, the law and other regulations;

12.1.12 update its information technology hard and/or software at its own expense by the due date set by the Transmission System Operator in the event the Transmission System Operator has given reasonable prior notice of an amendment to the information technology solution of the information exchange provided for in the Agreement, and when the amendment is reasonable;

12.1.13 in the case of termination of the Agreement, inform customers whose open supplier the Balance Responsible Party is and their network operators of the termination as soon as possible.

12.1.14 make all payments provided for in the Agreement by the due date.

12.2 The Balance Responsible Party shall have the right to receive measurement results from the Data Hub for the metering points to which the market participants in the Balance Responsible Party's Balance Area are connected.

13. Compensation for Damages

- 13.1 A Party shall compensate the other Party pursuant to the procedures provided in the Agreement any direct damages caused by failure to comply with or by improper fulfilment of obligations set forth in the Agreement.
- 13.2 A Party shall inform the other Party in writing of the estimated amount of damages and the grounds for compensation of damages, including documentary proof of damages and the amount of damages within reasonable time from learning of such damages.
- 13.3 A Party shall review the claim of the other Party and compensate damages specified in the claim within thirty (30) days of receipt of the claim and documents listed in point 13.2 or, should the former Party reject the claim, present in the same term its reasoned written objections.

14. Amendment and Termination of the Agreement

- 14.1 The Agreement can be amended by written agreement of both Parties or on other grounds provided for in the Agreement or legislation. The Transmission System Operator shall have the right to unilaterally amend the Standard Terms and Conditions following the procedure for unilateral amendment provided for by the law.
- 14.2 The Transmission System Operator shall inform the Balance Responsible Party of any changes to the Standard Terms and Conditions in writing. The Transmission System Operator shall publish the amended Standard Terms and Conditions on its website. The Transmission System Operator shall provide explanations for the amendments to the Standard Terms and Conditions at the request of the Balance Responsible Party.
- 14.3 The Transmission System Operator's Standard Terms and Conditions are valid at any given time and are an integral part of the Agreement, including all existing and future annexes, parts, amendments and supplements to the Agreement, regardless of any recent substitution in the Agreement.
- 14.4 A Party shall have the right to terminate the Agreement should the other Party be in fundamental breach of the duties prescribed by the Agreement and this breach has not been compensated in a reasonable time allocated therefore. A Party shall give a written notice to the other Party of its desire to terminate the Agreement at least thirty (30) days prior thereto.
- 14.5 The Balance Responsible Party shall have the right to cancel the Agreement at any given time, giving the Transmission System Operator a written notice at least thirty (30) days prior thereto.
- 14.6 A Party shall have the right to cancel the Agreement only at the turn of the calendar month.
- 14.7 Upon termination of the Agreement for whatever reason, including invalidity of the Agreement, the provisions of the Agreement that by their nature provide for the rights and obligations of the Parties after the expiry of the Agreement shall continue be applicable after the expiry of the Agreement. This shall be applicable in particular to provisions specifying the resolution of disputes between Parties, the manner in which provisions of the Agreement are interpreted, confidentiality, liability of the Parties and compensation for damages. Likewise, regardless of the termination of the Agreement, all

obligations that have already arisen by the time of termination of the Agreement shall be performed pursuant to the Agreement, including payments that have fallen due or shall fall due after termination of the Agreement as a result of events that took place when the Agreement was valid

15. Declarations of Intention

- 15.1 Unless otherwise provided for by the Agreement, all notices, approvals, co-ordinations and other declarations of intention as well as other information (hereinafter the declaration of intention) related to the performance of the Agreement or disputes arising from the Agreement deemed to have been shall be regarded as official and in accordance with the Agreement if the declaration of intention has been forwarded to the other Party against signature or forwarded via letter, fax, e-mail or other electronic channel (e.g. a special information technology solution) or telephone to contact addresses or numbers noted in the Agreement or notified to the other Party in writing.
- 15.2. A notice shall be regarded as received if:
 - 15.2.1 the notice has been delivered against signature;
 - 15.2.2 the notice has been mailed through a post office by registered mail;
 - 15.2.3 the delivery sent via fax or e-mail or another electronic channel has been technologically registered;
 - 15.2.4. the phone call has been recorded.
- 15.3 All declarations of intention shall be regarded as made in a valid manner and bindingly for the Parties only if the declarations are made by persons directly authorised by a Party to do so.
- 15.4 By signing the Agreement, Parties shall give its consent to record the phone calls with regard to balance responsibility and if necessary, utilize the corresponding recordings to prove orders given or actions taken.