ACCESS CODE FOR TRANSMISSION

Attachment A:

Transmission Model

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1. Interpretation of attachment A

In this Attachment:

- all references to a *clause*, unless specified otherwise, are references to a *clause* in this *Attachment*; references to a *paragraph* are references to a *paragraph* in this *Attachment*;
- all terms and names are to be interpreted according to the list of definitions in Attachment 3 of the Standard Transmission Agreement;
- the layout, heading and table of contents are only for the benefit of the reader and are inconsequential as regards the interpretation of content of this Attachment;
- the description of rules, conditions and provisions only relates to Transmission Services.

2. Definitions

Unless the context requires otherwise, the definitions set out in the Attachment 3 of the STA apply to this Attachment A. Capitalized words and expressions used in this Attachment A which are not defined in the attachment 3 of the STA shall have the following meaning:

2.1. Naming conventions

The variables and parameters used in this Attachment are named according to the following naming conventions, unless indicated otherwise:

- indices to *sum* function (e.g. $\sum_{indice} variable_i$), *max* and *min* functions :
  - *d* = sum of values per hour of Gas Day *d*
  - *m* = sum of values per Gas Day *d* of Gas Month *m*
  - *zone* = sum of values of all Interconnection Points or Domestic Exit Points of the Zone, as specified
  - *(all) Grid Users* = sum of values for all Grid Users
- indices : *h* = hourly; *d* = daily; *m* = monthly; *y* = yearly
- indices : *f* = forecast; *r* = real (actual)
- index: *a* = auction
- prefix (tariffs) : *T* = Regulated Tariff
- prefix : *E* = Entry; *X* = Exit

- prefix (nominations, allocations) : *E* = Energy; *V* = Volume
- suffix : *M* = Metering; *N* = Nomination; *A* = Allocation
- suffix prime (') = final (allocation) or last (nomination); no quote means provisional (allocation) or initial (nomination)
- suffix m = matched
- suffix * = before settlement; no suffix means after settlement
- indices (exceedings) : *p* = peak; *np* = non-peak
- prefix (incentives) : *E* = Excess or Exceeding; *S* = Shortfall; *I* = Incentives
- indices (capacity services): e = Entry; x = Exit, dl = Direct Line
- indices (capacity type): f = Firm; b = Backhaul; i = Interruptible; io = Operational Interruptible
- indices (rate type): y = Yearly; s = Seasonal; st = Short Term; ff = Fix/Flex
- indices (Point): IP = Interconnection Point; XP = Domestic Exit Point, z = Zone
- indices ts = Transmission Service; ct = Capacity Type; rt = Rate Type; rs = Reshuffling Service
- indices (market): 1m = Primary Market; 2m = Secondary Market,
- indices (Grid User): g = Grid User,
- indices qcs = Quality Conversion Service; bl = base load; pl = peak load; sl = seasonal load

2.2. List of definitions

The following term is defined as:

"Fix/Flex" shall mean the Fix/Flex Rate Type attributed to a Subscribed Transmission Service on an End User Domestic Exit Point as set out in Subscription & Allocation of Services (ACT – Attachment B).

The variables and parameters used in this Agreement are listed hereunder:

$AS_{d,z,g}$	Allocation Settlement – daily value per Grid User per Zone, compensating the difference between allocations based on provisional data and allocations based on final data, expressed in kWh, as provided for in section 5.4~~5.4~~5.4~~.4~~.
$ASGP_{d,z,g}$	Allocation Settlement Grid User Purchase – daily value per Grid User per Zone, purchase compensating a negative Allocation Settlement ($AS_{d,z,g}$) , expressed in €, as provided for in section 5.4~~5.4~~5.4~~.4~~.

$ASGS_{d,z,g}$	Allocation Settlement Grid User Sale – daily value per Grid User per Zone, sale compensating a positive Allocation Settlement ($AS_{d,z,g}$) , expressed in €, as provided for in section 5.4~~5.4~~~~5.4~~.
$CGCV_z$	Conversion Gross Calorific Value – fix conversion factor per Zone *z*, expressed in kWh/m³(n) for conversion of a MTSR subscribed in m³(h)/h towards kWh/h, which is equal to 11.3 for H calorific gas and to 9.8 for L calorific gas.
D_{dl}	Distance of Direct Line – expressed in km; as provided for in section 6.2.1.3~~6.2.1.3~~~~6.2.1.3~~.
$D'_{h,IP}$	Degree of UK Pollution – validated – hourly value per Interconnection Point, as provided for in section 3.8.3.4~~3.8.3.4~~~~3.8.3.4~~.
$D'_{h,Hzone}$	Degree of UK Pollution – validated – hourly value for the H zone, as provided for in section 3.8.3.4~~3.8.3.4~~~~3.8.3.4~~.
$DPRS_{XP}$	Dedicated Pressure Reduction Station – value per Domestic Exit Point; physical characteristic of a Domestic Exit Point; equals 1 if the Domestic Exit Point is equipped with a DPRS, and 0 otherwise, may be any value between 0 and 1 for Distribution Domestic Exit Points; as provided for in section 6.2.1.2~~6.2.1.2~~~~6.2.1.2~~.
$EBP_{d,z}$	Excess Balancing Price ($EBP_{d,z}$) – daily value per Zone; the lowest price of any sales in which the TSO is involved in respect of the Gas Day; for the considered Zone z; expressed in €/kWh. In case the TSO has not been able to totally or partially sell the Natural Gas compensating for the considered Market Excess ($ME_{d,z}$) in L-Zone, it will do so in the H-zone. In case of a quantity sold in H-Zone for compensating a Market Excess ($ME_{d,z}$) in the L-Zone, the price at which the TSO has sold the gas in the H-Zone in respect of the Gas Day will be decreased with a corresponding conversion fee in accordance with the applicable regulated tariff for a daily Firm Peak Load Gas Quality Conversion Service L→H offered by Fluxys Belgium, corresponding to the Firm capacity needed to convert such quantity in one hour.
$EBP_{h,z}$	Excess Balancing Price ($EBP_{h,z}$) – hourly value per Zone; the lowest price of any sales in which the TSO is involved in respect of the gas hour; for the considered Zone z; expressed in €/kWh. In case the TSO has not been able to totally or partially sell the Natural Gas compensating for the considered Market Excess

($ME_{h,z}$) in L-Zone, it will do so in the H-zone. In case of a quantity sold in H-Zone for compensating a Market Excess ($ME_{h,z}$) in the L-Zone, the Excess Balancing Price ($EBP_{h,z}$) will be decreased with a corresponding conversion fee in accordance with the applicable regulated tariff for a daily Firm Peak Load Gas Quality Conversion Service L->H, corresponding to the Firm capacity needed to convert such quantity in one hour.

The Balancing Price for each Market Excess shall be published on the Electronic Data Platform.

$EBSP_{d,z}$	Excess Balancing Settlement Price ($EBSP_{d,z}$) – daily value per Zone z; determined in accordance with 5.3.7~~5.3.7~~5.3.7 and 5.3.8~~5.3.8~~5.3.8; expressed in €/kWh. The Excess Balancing Settlement Price ($EBSP_{d,z}$) will be published on the Electronic Data Platform for each End-of-Day Market Excess.
$EBSP_{h,z}$	Excess Balancing Settlement Price ($EBSP_{h,z}$) – hourly value per Zone z; determined in accordance with 5.3.3~~5.3.3~~5.3.3; expressed in €/kWh. The Excess Balancing Settlement Price ($EBSP_{h,z}$) will be published on the Electronic Data Platform for each Within-day Market Excess.
$ECG_{h,z}$	Excess Causing Grid Users – hourly list of Grid Users causing the Market Excess for the considered hour *h*, for the considered Zone *z*, as set out in 5.3.3~~5.3.3~~5.3.3.
EA'_h	Energy (final) Allocation – hourly value per Grid User and per Connection Point; expressed in kWh; as provided for in section 3.1.3~~3.1.3~~3.1.3.
EEA'_h	Entry Energy (final) Allocation – hourly value per Grid User and per Connection Point; positive value expressed in kWh; as provided for in section 4.4~~4.4~~4.4.
EEA_h	Entry Energy (provisional) Allocation – hourly value per Grid User and per Connection Point; positive value expressed in kWh; as provided for in section 4.4~~4.4~~4.4.
EEE_d	Exceeding of Entry Energy – daily value per Grid User and per Connection Point; expressed in kWh/h; daily maximum of exceeding of entry energy, as provided for in section 3.1.3.1~~3.1.3.1~~3.1.3.1.
$EEE_{m,\ np}$	Non-Peak Exceeding of Entry Energy – monthly value per Grid User and per Connection Point; expressed in kWh/h; sum of EEE_d over Month *m*, less $EEE_{m,\ p}$, as provided for in section 3.1.3.1~~3.1.3.1~~3.1.3.1.

$EEE_{m,\,p}$	Peak Exceeding of Entry Energy – monthly value per Grid User and per Connection Point; expressed in kWh/h; maximum of EEE_d over Month *m*, as provided for in section 3.1.3.13.1.3.13.1.3.1.
EEN_h	Entry Energy (initial) Nomination – hourly value per Grid User and per Connection Point; positive value expressed in kWh; nomination received by the TSO before 14:00 hours of Gas Day *d*-1 and accepted by the TSO, as provided for in section 4.24.24.2.
EEN'_h	Entry Energy (last) Nomination – hourly value per Grid User and per Connection Point; positive value expressed in kWh; last nomination confirmed by the TSO, as provided for in section 4.24.24.2.
$EEN'^{\,m}_h$	Entry Energy (last) Nomination – matched - hourly value per Grid User and per Connection Point; positive value expressed in kWh; last nomination confirmed by the TSO, as provided for in section 000.
$EIMTSR_h$	Energy Interrupted Maximum Transmission Services Right – hourly value per Grid User and per Interconnection Point or Domestic Exit Point; expressed in kWh; the part of $MTSR_i$ and/or $MTSR_{io}$ and/or $MTSR_b$ that is interrupted at hour *h*, as provided for in section 3.1.13.1.13.1.1.
EM'_h	Energy (final) Measurement – hourly value per Interconnection Point or Domestic Exit Point; expressed in kWh; as provided for in section 444.
EM_h	Energy (provisional) Measurement – hourly value per Interconnection Point or Domestic Exit Point; expressed in kWh; as provided for in section 444.
$EMTSR_d$	Energy MTSR – daily value per Interconnection Point or Domestic Exit Point; expressed in kWh/h; as provided for in section 3.1.23.1.23.1.2.
EVA'_h	Entry Volume (final) Allocation – hourly value per Grid User and per Interconnection Point; positive value expressed in $m^3(n)$; as provided for in section 444.
EVA_h	Entry Volume (provisional) Allocation – hourly value per Grid User and per Interconnection Point; positive value expressed in $m^3(n)$; as provided for in section 444.

EVM'_h	Entry Volume (final) Measurement – hourly value per Interconnection Point; expressed in m³(n); as provided for in section 4~~4~~4.
EVM_h	Entry Volume (provisional) Measurement – hourly value per Interconnection Point; expressed in m³(n); as provided for in section 4~~4~~4.
EXE_d	Exceeding of Exit Energy – daily value per Grid User and per Domestic Exit Point or Interconnection Point; expressed in kWh/h, daily maximum of exceeding of hourly exit energy, as provided for in section 3.1.3~~3.1.3~~3~~3.1.3~~.
$EXE_{m,\ np}$	Non-Peak Exceeding of Exit Energy – monthly value per Grid User and per Domestic Exit Point or Interconnection Point; expressed in kWh/h; sum of EXE_d over Month *m*, less $EXE_{m,\ p}$, as provided for in section 3.1.3~~3.1.3~~3~~3.1.3~~.
$EXE_{m,\ p}$	Peak Exceeding of Exit Energy – monthly value per Grid User and per Domestic Exit Point or Interconnection Point; expressed in kWh/h; maximum of EXE_d over Month *m*, as provided for in section 3.1.3~~3.1.3~~3~~3.1.3~~.
$GBP^*_{d,z,g}$	Grid User Balancing Position before settlement – End-of-Day hourly value per Grid User per Zone, for the last hour of the considered Gas Day d, expressed in kWh, based on provisional allocation values, as provided for in section 5.3.6~~5.3.6~~5~~3.6~~.
$GBP_{d,z,g}$	Grid User Balancing Position after settlement – End-of-Day hourly value per Grid User per Zone, for the last hour of the considered Gas Day d, expressed in kWh, based on provisional allocation values, as provided for in section 5.3.9~~5.3.9~~5~~3.9~~.
$GBP^*_{h,z,g}$	Grid User Balancing Position before settlement – hourly value per Grid User per Zone, expressed in kWh, based on provisional allocation values, as provided for in section 5.3.1~~5.3.1~~5~~3.1~~.
$GBP_{h,z,g}$	Grid User Balancing Position after settlement – hourly value per Grid User per Zone, expressed in kWh, based on provisional allocation values, as provided for in section 5.3.5~~5.3.5~~5~~3.5~~.
GCV'_h	Gross Calorific Value (final) – hourly value per Interconnection Point or Domestic Exit Point; expressed in kWh/m³(n); as provided for in section 3.1.2~~3.1.2~~3~~3.1.2~~.
GCV_h	Gross Calorific Value (provisional) – hourly value per Interconnection Point or Domestic Exit Point; expressed in kWh/m³(n); as provided for in section 3.1.2~~3.1.2~~3~~3.1.2~~.

$GE_{d,z,g}$	Grid User Excess – End-of-Day hourly value per Grid User per Zone, for the last hour of the considered Gas Day d, based on provisional values, expressed in kWh, as provided for in section 5.3.6~~5.3.6~~5.3.6.
$GE_{h,z,g}$	Grid User Excess – hourly value per Grid User and per Zone, based on provisional values, expressed in kWh, as provided for in section 5.3.3~~5.3.3~~5.3.3.
$GEBS_{d,z,g}$	Grid User Excess Balancing Settlement – End-of-Day value per Grid User and per Zone, based on provisional data, expressed in €; as provided for in section 5.3.7~~5.3.7~~5.3.7.
$GEBS_{h,z,g}$	Grid User Excess Balancing Settlement – hourly value per Grid User and per Zone, based on Provisional data, expressed in €; as provided for in section 5.3.3~~5.3.3~~5.3.3.
GP_d	Gas Price – reference price for Gas Day *d* – daily value; expressed in €/kWh. Until September 13, 2013 this reference was the ZIG Day-Ahead as published by S&P Dow Jones Indices. As from September 14, 2013 and until 30 September 2015, the reference wa~~i~~s the Zeebrugge Day-Ahead Flow Date price, as published by Platt's. Conform article 22 of the Regulation (EU) Nr 312/2014 of the Commission of 26 March 2014 (Network Code Balancing),~~.~~ ~~From~~ from 1 October 2015, and until further notice, this reference will be published by ICE-Endex.[1] Insofar no price was published for day *d*, the ZTP Day-Ahead index of the Gas Day before will be of application.
$GS_{d,z,g}$	Grid User Shortfall – End-of-Day hourly value per Grid User and per Zone, for the last hour of the considered Gas Day d, based on provisional values, expressed in kWh, as provided for in section 5.3.6~~5.3.6~~5.3.6.
$GS_{h,z,g}$	Grid User Shortfall – hourly value per Grid User and per Zone, based on provisional values, expressed in kWh, as provided for in section 5.3.4~~5.3.4~~5.3.4.
$GSBS_{d,z,g}$	Grid User Shortfall Balancing Settlement – End-of-Day value per Grid User *g* and per Zone *z*, based on provisional data, expressed in €, as provided for in section 5.3.8~~5.3.8~~5.3.8.

[1] In order to guarantee the relevance of this reference on the value of natural gas in Belgium, Fluxys Belgium can change this reference from time to time. Such changes will be announced to the market at least one month in advance.

$GSBS_{h,z,g}$	Grid User Shortfall Balancing Settlement – hourly value per Grid User *g* and per Zone *z*, based on Provisional data, expressed in €, as provided for in section 5.3.4~~5.3.4~~~~5.3.4~~.
h	Hour – Period of 60 minutes, beginning at a full hour and ending at the next succeeding full hour, and identified by the beginning as herein defined.
$I_{h,z,g}$	Imbalance – hourly value in kWh per Zone and per Grid User; based on provisional values; as provided for in section 5.3.1~~5.3.1~~~~5.3.1~~.
$I_{h,g,for\ allocation\ GDLux}$	Imbalance for GD Lux – hourly value – hourly imbalance in Grand Duchy Luxemburg for hour *h* and per Grid User *g*; based on the sum of provisional hourly Entry Allocation in energy on the Remich Interconnection Point (border between Germany and Great Duchy Luxemburg) and the provisional hourly Exit Allocations in energy (negative values) on the Domestic Exit Points in the Great Duchy Luxemburg.
$IEEE_{m,\ np}$	Incentives for Exceeding Entry Energy (non-peak) – monthly value per Grid User and per Interconnection Point; expressed in €; as provided for in section 3.1.3~~3.1.3~~~~3.1.3~~.
$IEEE_{m,\ p}$	Incentives for Exceeding Entry Energy (peak) – monthly value per Grid User and per Interconnection Point; expressed in €; as provided for in section 3.1.3~~3.1.3~~~~3.1.3~~.
$IEXE_{m,\ np}$	Incentives for Excess of Exit Energy (non-peak) – monthly value per Grid User and per Interconnection Point or Domestic Exit Point; expressed in €; as provided for in section 3.1.3~~3.1.3~~~~3.1.3~~.
$IEXE_{m,\ p}$	Incentives for Excess of Exit Energy (peak) – monthly value per Grid User and per Interconnection Point or Domestic Exit Point; expressed in €; as provided for in section 3.1.3~~3.1.3~~~~3.1.3~~.
$IIXS_m$	Incentives for Initial Exit Scheduling – monthly value per Grid User and per Domestic Exit Point; expressed in €; as provided for in section 4.5~~4.5~~~~4.5~~.
$ILXS_m$	Incentives for Last Exit Scheduling – monthly value per Grid User and per Domestic Exit Point; expressed in €; as provided for in section 4.5~~4.5~~~~4.5~~.
IXS_h	Initial Exit Scheduling – hourly value per Grid User and per Domestic Exit Point; expressed in kWh; as provided for in section 4.5~~4.5~~~~4.5~~.

LXS_h	Last Exit Scheduling – hourly value per Grid User and per Domestic Exit Point; expressed in kWh; as provided for in section 4.5~~4.5~~4.5.
$MBP_{d,z}$	Market Balancing Position after settlement – End-of-Day hourly value per Zone for the last hour of the considered Gas Day; expressed in kWh; as provided for in section 5.3.9~~5.3.9~~5.3.9.
$MBP^*_{d,z}$	Market Balancing Position before settlement – End-of-Day hourly value per Zone, for the last hour of the considered Gas Day; expressed in kWh; as provided for in section 5.3.6~~5.3.6~~5.3.6.
$MBP_{h,z}$	Market Balancing Position after settlement – hourly value per Zone; expressed in kWh; as provided for in section 5.3.5~~5.3.5~~5.3.5.
$MBP^*_{h,z}$	Market Balancing Position before settlement – hourly value per Zone; expressed in kWh; as provided for in section 5.3.1~~5.3.1~~5.3.1.
$ME_{d,z}$	Market Excess – End-of-Day hourly value per Zone for the last hour of the considered Gas Day; based on provisional values, expressed in kWh, positive value; as provided for in section 5.3.6~~5.3.6~~5.3.6.
$ME_{h,z}$	Market Excess – hourly value per Zone; based on provisional values, expressed in kWh; as provided for in section 5.3.3~~5.3.3~~5.3.3.
MP_{XP}	Medium Pressure – value per Domestic Exit Point; physical characteristic of a Domestic Exit Point; equals 1 if the Domestic Exit Point is on a MP-grid, and 0 if the Domestic Exit Point is on a HP-grid; may be any value between 0 and 1 for Domestic Exit Points of type ARS, as provided for in section 6.2.1.2~~6.2.1.2~~6.2.1.2.
$MS_{d,z}$	Market Shortfall – End-of-Day hourly value per Zone for the last hour of the considered Gas Day, based on provisional values; expressed in kWh; as provided for in section 5.3.6~~5.3.6~~5.3.6.
$MS_{h,z}$	Market Shortfall – hourly value per Zone, based on provisional values; expressed in kWh, positive value; as provided for in section 5.3~~5.3~~5.3.
$MT^{+}_{h,z}$	Market Threshold – upper limit – hourly value per Zone, as provided for in section 5.3.1~~5.3.1~~5.3.1.

$MT_{h,z}$	Market Threshold – lower limit – hourly value per Zone, as provided for in section 5.3.15.3.15.3.1.
MTSR	Maximum Transmission Services Right – value per Grid User and per Interconnection Point or Domestic Exit Point; expressed in kWh/h; as provided for in section 33.
MTSRBB	Maximum Transmission Services Right Buy-Back – value per Grid User and per Interconnection Point that is bought back through the buy-back procedures from Grid User by TSO; expressed in kWh/h; as provided for in section 33.
$MTSR_{1m}$	Maximum Transmission Services Right – Primary Market – value per Grid User and per Interconnection Point or Domestic Exit Point; subscribed on the Primary market; expressed in kWh/h.
$MTSR_{2m}$	Maximum Transmission Services Right – Secondary Market – value per Grid User and per Interconnection Point or Domestic Exit Point, traded on the Secondary market, positive value if bought and a negative value if sold; expressed in kWh/h.
$MTSR_b$	Maximum Transmission Services Right – Backhaul – value per Grid User and per Interconnection Point; expressed in kWh/h; as provided for in section 33.
$MTSR_{cbds}$	Maximum Transmission Services Right – Cross Border Delivery Service – value per Grid User and per Interconnection Point; expressed in kWh/h; as provided in section 3.33.33.3.
$MTSR_d$	Maximum Transmission Services Right – value per Grid User and per Interconnection Point or Domestic Exit Point for considered Gas Day *d*; expressed in kWh/h; as provided for in section 33.
$MTSR_{d,ct,y,XP,g}$	Maximum Transmission Services Right for Gas Day *d* for Capacity Type *ct*, of the Yearly Rate Type *y*, at Domestic Exit Point *XP* for Grid User *g*; expressed in kWh/h; as provided for in section 0.
$MTSR_{d,ct,s,XP,g}$	Maximum Transmission Services Right for Gas Day *d* for Capacity Type *ct*, of the Seasonal Rate Type *s*, at Domestic Exit Point *XP* for Grid User *g*; expressed in kWh/h; as provided for in section 0.
$MTSR_{d,ct,st,XP,g}$	Maximum Transmission Services Right for Gas Day *d* for Capacity Type *ct*, of the Short Term Rate Type *st*, at Domestic Exit Point *XP* for Grid User *g*; expressed in kWh/h; as provided for in section 0.

$MTSR_{d,ct,ff,XP,g}$	Maximum Transmission Services Right for Gas Day *d* for Capacity Type *ct*, of the Fix/Flex Rate Type, at Domestic Exit Point *XP* for Grid User *g*; expressed in kWh/h; as provided for in section 6.
$MTSR_{d,dl,y,XP,g}$	Maximum Transmission Services Right for Gas Day *d* for Direct Line *dl*, of the Yearly Rate Type, at Domestic Exit Point *XP* for Grid User *g*; expressed in kWh/h; as provided for in section 6~~6~~.
$MTSR_{d,dl,s,XP,g}$	Maximum Transmission Services Right for Gas Day *d* for Direct Line *dl*, of the Seasonal Rate Type, at Domestic Exit Point *XP* for Grid User *g*; expressed in kWh/h; as provided for in section 6~~6~~.
$MTSR_{d,ip1,ip2,ocuc,g}$	Maximum Transmission Services Right – OCUC – value per Grid User and for Entry at Interconnection Point 1 and Exit at Interconnection Point 2 for considered Gas Day *d*; expressed in kWh/h; as provided for in section 6.2.1.5~~6.2.1.5~~~~6.2.1.5~~.
$MTSR_{d,ip1,ip2,w,g}$	Maximum Transmission Services Right – Wheeling – value per Grid User and for Entry at Interconnection Point 1 and Exit at Interconnection Point 2 for considered Gas Day *d*; expressed in kWh/h; as provided for in section 6.2.1.4~~6.2.1.4~~~~6.2.1.4~~.
$MTSR_{d,QCH->L,bl,g}$	Maximum Transmission Services Right – Quality Conversion H->L, for the Quality Conversion Service Base Load *bl*, value per Grid User for Installation Point "QC" for Gas Day *d;* expressed in kWh/h; as provided for in section 6.2.5~~6.2.5~~~~6.2.5~~.
$MTSR_{d,QCH->L,pl,ct,g}$	Maximum Transmission Services Right – Quality Conversion H->L, for the Quality Conversion Service Peak Load *pl*, for Capacity Type *ct*, value per Grid User for Installation Point "QC" for Gas Day *d*; expressed in kWh/h; as provided for in section 6.2.5~~6.2.5~~~~6.2.5~~.
$MTSR_{d,QCH->L,sl,g}$	Maximum Transmission Services Right – Quality Conversion H->L, for the Quality Conversion Service Seasonal Load *sl*, value per Grid User for Installation Point "QC" for Gas Day *d;* expressed in kWh/h; as provided for in section 6.2.5~~6.2.5~~~~6.2.5~~.
$MTSR_{d,QCL->H,g}$	Maximum Transmission Services Right – Quality Conversion L->H – value per Grid User for Installation Point "QC" for Gas Day *d*; as provided for in section 6.2.6~~6.2.6~~~~6.2.6~~.
$MTSR_{d,ts,ct,s,IP,g}$	Maximum Transmission Services Right for Gas Day *d* for Transmission Service *ts*, of Capacity Type *ct*, of the Seasonal Rate Type, at Interconnection Point *IP* for Grid User *g*; expressed in kWh/h; as provided for in section 6~~6~~.

$MTSR_{d,ts,ct,y,IP,g}$	Maximum Transmission Services Right for Gas Day *d* for Transmission Service *ts*, of Capacity Type *ct*, of the Yearly Rate Type, at Interconnection Point *IP* for Grid User *g*; expressed in kWh/h; as provided for in section 6~~6~~.
$MTSR_e$	Maximum Transmission Services Right – Entry – value per Grid User and per Interconnection Point; expressed in kWh/h; as provided for in section 3.1.2~~3.1.2~~3.1.2.
$MTSR_f$	Maximum Transmission Services Right – Firm – value per Grid User and per Interconnection Point or Domestic Exit Point; expressed in kWh/h; as provided for in section 3~~3~~.
$MTSR_{ff}$	Maximum Transmission Services Right – Fix/Flex – value per Grid User and per Domestic Exit Point, expressed in kWh/h; as provided for in section 3.1~~3.1~~3.1.
$MTSR_i$	Maximum Transmission Services Right – Interruptible – value per Grid User and per Interconnection Point or Domestic Exit Point; expressed in kWh/h; as provided for in section 3~~3~~.
$MTSR_{io}$	Maximum Transmission Services Right – Interruptible Operational – value per Grid User and per Installation Point; expressed in kWh/h; as provided for in section 3~~3~~.
$MTSR_{QCH->L}$	Maximum Transmission Services Right – Quality Conversion H→L – value per Grid User on Installation Point "QC", in kWh/h; as provided for in section 3.5~~3.5~~3.5.
$MTSR_{QCL->H}$	Maximum Transmission Services Right – Quality Conversion L->H – value per Grid User for Installation Point "QC"; expressed in kWh/h; as provided for in section 3.5~~3.5~~3.5.
$MTSR_s$	Maximum Transmission Services Right – Seasonal – value per Grid User and per Interconnection Point or Domestic Exit Point, expressed in kWh/h; as provided for in section 3~~3~~.
$MTSR_{st}$	Maximum Transmission Services Right – Short Term – value per Grid User and per Domestic Exit Point, expressed in kWh/h; as provided for in section 3~~3~~.
$MTSR_x$	Maximum Transmission Services Right – Exit – value per Grid User and per Interconnection Point or Domestic Exit Point; expressed in kWh/h; as provided for in section 3~~3~~.
$MTSR_y$	Maximum Transmission Services Right – Yearly – value per Grid User and per Interconnection Point or per Domestic Exit Point; expressed in kWh/h; as provided for in section 3~~3~~.

$MTSR_{zpf}$	Maximum Transmission Services Right – Yearly – unlimited MTSR per Grid User to transmit natural gas between Zee Platform Interconnection Points; on the conditions as set out in section 3.43~~.3.4~~3~~.4~~.
$MVFF_{g,XP,y,m}$	Monthly Variable Flex Fee – monthly value per Grid User *g* per Domestic Exit Point *XP*, for the calendar year *y* and for the month *m*; expressed in €; as provided for in section 6.2.26~~.2.2~~6~~.2.2~~.
$NCPS_{d,g}$	Number of Capacity Pooling Services – daily – the number of End User Domestic Exit Points for which Grid User *g* has Capacity Pooling Services for Gas Day *d*, as provided for in section 6.2.26~~.2.2~~6~~.2.2~~.
$NCTT_{h,g,z}$	Net Confirmed Title Transfers – provisional – hourly value per Zone per Grid User, as confirmed by Hub Operator to the TSO and relating to Notional Trading Services, expressed in kWh, positive values indicate net purchases, negative values indicate net sales, as provided for in section 5.25~~.2~~5~~.2~~.
$NCTT'_{h,g,z}$	Net Confirmed Title Transfers – final – hourly value per Zone and per Grid User, as confirmed by Hub Operator to the TSO and relating to Notional Trading Services, expressed in kWh, positive values indicate net purchases, negative values indicate net sales, as provided for in section 5.25~~.2~~5~~.2~~.
$NEA'h,IP,g$	Netted off Energy Allocation – final – hourly value per a Grid User *g* per Interconnection Point *IP* which is the result of: $EEA'_{h,IP,g} + XEA'_{h,IP,g}$ as provided for in section 0~~0~~0.
$NEN^{m}_{h,IP,g}$	Netted-off Energy Nomination – matched – hourly value per Grid User *g* per Interconnection Point *IP* which is the result of: $EEN'^{m}_{h,IP,g}$, + $XEN'^{m}_{h,IP,g}$ as provided for in section 0~~0~~0.
N_m	Number of Days within the considered calendar month, as provided in section 6~~6~~6.
N_y	Number of Days within the considered calendar year, as provided in section 6~~6~~6.
ODO_{XP}	Odorisation – value per Domestic Exit Point; physical characteristic of a Domestic Exit Point; equals 1 if the Domestic Exit Point is odorised, and 0 otherwise, may be any value between 0 and 1 for Distribution Domestic Exit Points, as provided for in section 6.3.1.56~~.3.1.5~~6~~.3.1.5~~.
$OF_{m,IPorXP,g}$	Occurrence Factor – monthly value per Grid User and per Interconnection Point or Domestic Exit Point; one increased by

	the number of Months of the preceding 12 Months during which capacity exceedings have taken place for Grid User for the concerned Interconnection Point or Domestic Exit Point, as provided for in section 3.1.33~~.1.33.1.3~~.
$P'_{h,g}$	Degree of UK Pollution – validated – hourly value per Grid User, as provided for in section 3.83~~.83.8~~.
$P_{BB,g}$	Price for buy back paid by the TSO – daily; expressed in €/kWh/h/d as provided for in section 6.2.16~~.2.16.2.1~~.
$RH_{g,XP,y,n}$	Running hours – monthly value based on final allocations, corresponding to the equivalent number of hours that the MTSR of Grid User *g* on Domestic Exit Point *XP* was used under full load in year *y* up to and including month *n* – expressed in hours, as provided for in section 6.2.26~~.2.26.2.2~~.
RH-TRH	Running hours threshold – value provided in the Regulated Tariffs, expressed in number of hours and which represent the threshold of $RH_{g,XP,y,n}$ at which the applicable tariff changes from $T_{flex,ff,XP,1}$ to $T_{flex,ff,XP,2}$
$RMLS_{h,z}$	Rounding Minimum Lot Size – hourly value per Zone, as provided for in section 5.35~~.35.3~~.
SA_{causer}	Small Adjustment for causer – percentage defined in the Regulated Tariffs which are approved by CREG and to be applied to the Gas Price (GP_d) in case, when a Within-day/End-of-day Balancing Settlement occurs, the Grid User Balancing Position (respectively $GBP^*_{h,z,g}$ or $GBP^*_{d,z,g}$) is in the same direction as the Market Balancing Position (respectively $MBP^*_{h,z}$ or $MBP^*_{d,z}$) in accordance with section 5.35~~.35.3~~.
SA_{helper}	Small Adjustment for helper – percentage defined in the Regulated Tariffs which are approved by ILR and CREG and to be applied to the Gas Price (GP_d) in case, when a within-day/end-of-day balancing settlement occurs, the Grid User Balancing Position (respectively $GBP^*_{h,z,g}$ or $GBP^*_{d,z,g}$) is in the opposite direction as the Market Balancing Position (respectively $MBP^*_{h,z}$ or $MBP^*_{d,z}$) in accordance with section 5.35~~.35.3~~.
$SBP_{d,z}$	Shortfall Balancing Price ($SBP_{d,z}$) – daily value per Zone; the highest price of any purchases in which the TSO is involved in respect of the Gas Day; for the considered Zone z; expressed in €/kWh. In case the TSO has not been able to totally or partially buy the Natural Gas compensating for the considered Market Shortfall

($MS_{d,z}$) in L-Zone, it will do so in the H-zone. In case of a quantity bought in H-Zone for compensating a Market Shortfall ($MS_{d,z}$) in L-Zone, the price at which the TSO has bought the gas in the H-Zone in respect of the Gas Day will be increased with a corresponding conversion fee in accordance with the applicable Regulated Tariff for a daily Firm Peak Load Gas Quality Conversion Service H->L, corresponding to the firm capacity needed to convert such quantity in one hour and related Peak Load Quality Conversion commodity fee.

$SBP_{h,z}$ Shortfall Balancing Price ($SBP_{h,z}$) – hourly value per Zone; the highest price of any purchases in which the TSO is involved in respect of the gas hour ; for the considered Zone z; expressed in €/kWh.

In case the TSO has not been able to totally or partially buy the Natural Gas compensating for the considered Market Shortfall ($MS_{h,z}$) in L-Zone, it will do so in the H-zone. In case of a quantity bought in H-Zone for compensating a Market Shortfall ($MS_{h,z}$) in L-Zone, the price at which the TSO has bought the gas in the H-Zone in respect of the Gas Day will be increased with a corresponding conversion fee in accordance with the applicable regulated tariff for a daily Firm Peak Load Gas Quality Conversion Service H->L offered by Fluxys Belgium, corresponding to the firm capacity needed to convert such quantity in one hour and related Peak Load Quality Conversion commodity fee.

The Balancing Price for each Market Shortfall shall be published on the Electronic Data Platform.

$SBSP_{d,z}$ End-of-day Shortfall Balancing Settlement Price ($SBSP_{d,z}$) – daily value per Zone z; determined in accordance with 5.3.7~~5.3.7~~~~5.3.7~~ and 5.3.8~~5.3.8~~~~5.3.8~~; expressed in €/kWh. The End-of-day Shortfall Balancing Settlement Price ($SBSP_{d,z}$) will be published on the Electronic Data Platform for each End-of-Day Market Shortfall.

$SBSP_{h,z}$ Shortfall Balancing Settlement Price ($SBSP_{h,z}$) – hourly value per Zone z; determined in accordance with 5.3.4~~5.3.4~~~~5.3.4~~; expressed in €/kWh. The Shortfall Balancing Settlement Price ($SBSP_{h,z}$) will be published on the Electronic Data Platform for each Within-Day Market Shortfall.

$SCG_{h,z}$ Shortfall Causing Grid Users – hourly list of Grid Users causing to the Market Shortfall for the considered hour *h*, for the considered Zone *z*, as set out in section 5.3~~5.3~~~~5.3~~.

SC_m	Seasonal Coefficient – monthly value; factor defining the seasonal capacity tariff versus the yearly capacity tariff, as defined in the Regulated Tariffs, as provided for in section 6.1~~6.1~~6.1~~.1~~.
STM	Short Term Multiplier – factor defining the Short Term capacity tariff versus the Seasonal capacity tariff, as defined in the Regulated Tariffs; as provided for in section 6.
T_{cps}	Tariff for the Capacity Pooling Service – Regulated Tariff; expressed in € / End User Domestic Exit Point / year, as provided for in section 6~~6~~6~~.~~.
$T_{ct,HP,XP}$	Tariff for HP Supply of Capacity Type *ct* at Domestic Exit Point *XP* – Regulated Tariff; expressed in € / kWh/h / year, as provided for in section 6~~6~~6~~.~~.
$T_{ct,MP,XP}$	Tariff for MP Supply of Capacity Type *ct* at Domestic Exit Point *XP* – Regulated Tariff; expressed in € / kWh/h / year, as provided for in section 6~~6~~6~~.~~.
$T_{dt,ct}$	Tariff for Direct Line of Capacity Type *ct* – Regulated Tariff; expressed in € / kWh/h / year, as provided for in section 6~~6~~6~~.~~.
$T_{dt,d}$	Tariff for Direct Line based on Distance D_{dl} – Regulated Tariff; expressed in € / kWh/h / km / year, as provided for in section 6~~6~~6~~.~~.
T_{DPRS}	Tariff for DPRS – Yearly – Regulated Tariff; expressed in €/ kWh/h)/year; as provided for in section 6.2.1.2~~6.2.1.2~~6.2.1.2~~6.2.1.2~~.
T_{EIC}	Tariff for Energy In Cash – Regulated Tariff; factor of applicable on the total allocated energy of a Grid User on an Interconnection Point or a Domestic Exit Point, used in the invoicing of the energy in cash, as provided for in section 6~~6~~6~~.~~.
$T_{fix,ff,XP}$	Fix tariff – Fix/Flex – fixed tariff applicable on Transmission Services towards End Users of the Fix/Flex Rate Type – Regulated Tariff; as provided for in 6.2.1.2~~6.2.1.2~~6.2.1.2~~6.2.1.2~~.
$T_{flex,ff,XP,1}$	Flex tariff – Fix/Flex – variable tariff applicable on Transmission Services towards End User Domestic Exit Points *XP* with Rate Type Fix/Flex *ff*, applicable until $RH_{g,XP,y,n} \leq$ *RH*-TRH – Regulated Tariff; expressed in € / MWh, as provided for in 6.2.2~~6.2.2~~6.2.2~~6.2.2~~.
$T_{flex,ff,XP,2}$	Flex tariff – Fix/Flex – variable tariff applicable on Transmission Services towards End User Domestic Exit Points *XP* with Rate Type Fix/Flex *ff*, applicable as from $RH_{g,XP,y,n} >$ *RH-TRH* –

	Regulated Tariff; expressed in € / MWh, as provided for in 6.2.26.2.26.2.2.
$T_{IP1,IP2,OCUC}$	Tariff for OCUC from Interconnection Point *IP1* to Interconnection Point *IP2* – Yearly – Regulated Tariff; expressed in €/(kWh/h)/year; as provided for in section 666.
$T_{IP1,IP2,w}$	Tariff for Wheeling from Interconnection Point *IP1* to Interconnection Point *IP2* – Yearly – Regulated Tariff; expressed in €/(kWh/h)/year; as provided for in section 666.
T_{msc}	Tariff for multi-shipper codes – Regulated Tariff; expressed in € / Additional Nomination Code / year; as provided for in section 666.
T_{ODO}	Tariff for Odorisation – variable term – Regulated Tariff; expressed in €/MWh; as provided for in section 6.3.1.56.3.1.56.3.1.5.
$T_{QCH->L,bl}$	Tariff for Quality Conversion H->L, for Quality Conversion Service Base Load *bl* – Regulated Tariff; expressed in €/kWh/h/year, as provided for in section 66660.
$T_{QCH->L,pl}$	Tariff for Quality Conversion H->L, for Quality Conversion Service Peak Load *pl* – Regulated Tariff; expressed in €/kWh/h/year, as provided for in section 666.
$T_{QCH->L,sl}$	Tariff for Quality Conversion H->L, for Quality Conversion Service Seasonal Load *sl* – Regulated Tariff; expressed in €/kWh/h/year, as provided for in section 666.
$T_{QCL->H}$	Tariff for Quality Conversion L->H – Regulated Tariff; expressed in € / kWh/h / year, as provided for in section 666.
$T_{ts,ct,IP}$	Tariff for Transmission Service *ts* of Capacity Type *ct* at Interconnection Point *IP* – Regulated Tariff; expressed in € / kWh/h / year, as provided for in section 666.
T_{UKCA}	Tariff for UK Compliancy Adjustment – Regulated Tariff, expressed in € per Day, as provided for in section- 6 0.
$T_{var,qcH->L,pl}$	Variable tariff for Quality Conversion H->L, applicable on the Quality Conversion Service Peak Load *pl* – Regulated Tariff; expressed in € / MWh, as provided for in section 666.
$TI'_{h,g}$	Transmission Imbalance – validated – hourly value per Grid User based on final allocations for Wheeling Services, Zee Platform Services, Services submitted to an Operational Capacity Usage

	Commitment or Direct Line Services; expressed in kWh; as provided for in section 6.3.1.4~~6.3.1.4~~~~6.3.1.4~~.
$TVFF_{g,XP,y,n}$	Total Variable Flex Fee – Total Variable Flex Fee in year *y* up to and including month *n*, total monthly value per Grid User and per Domestic Exit Point *XP*; expressed in €; as provided for in section 6.2.2~~6.2.2~~~~6.2.2~~.
$TXEA_{h,z,g}$	Total Exit Energy Allocations – hourly value per Zone, per Grid User, expressed in kWh, as provided for in Attachment C section 5.1.4.
$UKCE_{h,g}$	UK Compliant Entry – provisional – hourly value per Grid User, expressed in kWh, as provided for in section 3.8~~3.8~~~~3.8~~.
$UKCE'_{h,g}$	UK Compliant Entry – final – hourly value per Grid User, expressed in kWh, as provided for in section 0.
$UKNCX_{h,g}$	UK Non-Compliant Exit flow – provisional – hourly value per Grid User, expressed in kWh, as provided for in section 3.8~~3.8~~~~3.8~~.
$UKNCX'_{h,g}$	UK Non-Compliant Exit flow – validated – hourly value per Grid User, expressed in kWh, as provided for in section 3.8~~3.8~~~~3.8~~.
$UKP'_{h,g}$	UK Pollution – final – hourly value per Grid User expressed in kWh, as provided for in section 3.8~~3.8~~~~3.8~~.
$UKPF_{h,g}$	UK Pollution Fee – hourly value per Grid User, expressed in €, as provided for in section 3.8~~3.8~~~~3.8~~.
VM'_h	Volume (final) Measurement – hourly value per Interconnection Point or Domestic Exit Point; expressed in m³(n); as provided for in section 4~~4~~.
VM_h	Volume (provisional) Measurement – hourly value per Interconnection Point or Domestic Exit Point; expressed in m³(n); as provided for in section 4~~4~~.
$VMTSR_d$	Volume MTSR – daily value per Interconnection Point or Domestic Exit Point; expressed in m³(n)/h; as provided for in section 3.1.2~~3.1.2~~~~3.1.2~~.
$VIMTSR_h$	Volume Interrupted Maximum Transmission Services Right – hourly value per Grid User and per Interconnection Point or Domestic Exit Point; expressed in m³(n)/h; the part of $MTSR_i$ and/or $MTSR_{i1}$ and/or $MTSR_{iN}$ and/or $MTSR_{io}$ and/or $MTSR_b$ that is interrupted at hour *h*, as provided for in section 3.1.2~~3.1.2~~~~3.1.2~~.

$Wobbe'_{h,IP}$	Wobbe – final – hourly value per Interconnection Point, expressed in kWh/m³(n), as provided for in section 3.8~~3.8~~3.8~~.8~~.
XEA'_h	Exit Energy (final) Allocation – hourly value per Grid User and per Interconnection Point or Domestic Exit Point; negative value expressed in kWh; as provided for in section 4~~4~~4~~4~~.
XEA_h	Exit Energy (provisional) Allocation – hourly value per Grid User and per Interconnection Point or Domestic Exit Point; negative value expressed in kWh; as provided for in section 4~~4~~4~~4~~.
XEN_h	Exit Energy (initial) Nomination – hourly value per Grid User and per Interconnection Point or Domestic Exit Point; negative value expressed in kWh; nomination received by the TSO before 14:00 hours of Day *d*-1 and accepted by the TSO, as provided for in section 4~~4~~4000~~0~~0~~0~~.
XEN'_h	Exit Energy (last) Nomination – hourly value per Grid User and per Interconnection Point or Domestic Exit Point; negative value expressed in kWh; last nomination confirmed by the TSO, as provided for in section 4~~4~~4~~4~~.
XEN^m_h	Exit Energy (initial) Nomination – matched - hourly value per Grid User and per Interconnection Point or Domestic Exit Point; negative value expressed in kWh; nomination received by the TSO before 14:00 hours of Day *d*-1 and accepted by the TSO, as provided for in section 4~~4~~4~~4~~.
XEN'^m_h	Exit Energy (last) Nomination – matched - hourly value per Grid User and per Interconnection Point or Domestic Exit Point; negative value expressed in kWh; last nomination confirmed by the TSO, as provided for in section 4~~4~~4~~4~~.
XS_d	Exit Scheduling – daily value per Grid User and per Domestic Exit Point; expressed in kWh; as provided for in section 4.5~~4.5~~4.5~~4.5~~.
XVA'_h	Exit Volume (final) Allocation – hourly value per Grid User and per Interconnection Point or Domestic Exit Point; negative value expressed in m³(n); as provided for in section 4~~4~~4~~4~~.
XVA_h	Exit Volume (provisional) Allocation – hourly value per Grid User and per Interconnection Point or Domestic Exit Point; negative value expressed in m³(n); as provided for in section 4~~4~~4~~4~~.
$XUK_{h,g}$	Exit Energy submitted to UK Compliancy – provisional – hourly value per Grid User for the sum of Interconnection Points IZT and

	Zeebrugge Beach; expressed in kWh; as provided for in section 3.8~~3.8~~3.8~~.8~~.
$XUK'_{h,g}$	Exit Energy submitted to UK Compliancy – final – hourly value per Grid User for the sum of Interconnection Points IZT and Zeebrugge Beach; expressed in kWh; as provided for in section 3.8~~3.8~~3.8~~.8~~.
$ZPF_{d,g}$	Number of Zee Platform Interconnection Points (minimum 2 points) for which Grid User has Zee Platform Services for Gas Day *d*, as provided for in section 3.4.

3. Services

3.1. Entry and Exit Services

3.1.1. *Overview and characteristics of subscribed MTSR of Entry and Exit Services*

The Transmission Grid consists of two Zones (one for H-calorific Natural Gas and one for L-calorific Natural Gas), of Interconnection Points and Domestic Exit Points for each Zone. Each Interconnection Point and Domestic Exit Point is located in one Zone[2].

Each Transmission Service is characterized by respectively a location (Interconnection Point or Domestic Exit), by a Capacity Type, a Rate Type and a Service Duration (with a start date and an end date).

The following Entry and Exit Services exist:

- An Entry Transmission Service ($MTSR_e$) enables a Grid User to inject a quantity of Natural Gas at an Interconnection Point into a Zone.
- An Exit Transmission Service ($MTSR_x$) enables a Grid User to withdraw a quantity of Natural Gas from a Zone, at an Interconnection Point or a Domestic Exit Point.

The following Capacity Types exist for Transmission Services:

- Firm Transmission Services ($MTSR_f$) are, subject to the terms and conditions of the Standard Transmission Agreement, always available and usable under normal operating conditions.
- Interruptible capacity ($MTSR_i$, $MTSR_{io}$) can be interrupted by the TSO, following the rules described in ACT – Attachment C1.

[2] Except for the Interconnection Point "Quality Conversion" which is located both in the H Zone and the L Zone.

- Backhaul capacity ($MTSR_b$) is offered at uni-directional Interconnection Points, in the opposite direction of the physical gas flow direction and is available as long as the resulting physical flow remains in the physical direction of the Interconnection Point.

In the following tables, an overview is set out with the Capacity Types on offer for the different Point:

Interconnection Points	Zone	Entry Transmission Services			Exit Transmission Services		
		Firm	Backhaul	Interruptible	Firm	Backhaul	Interruptible
Alveringem	H	X				X	
Blaregnies L	L		X		X		O
Blaregnies Segeo	H	X	X		X		O
Blaregnies Troll	H		X		X		O
Eynatten 1	H	X		O	X		O
Eynatten 2	H	X		O	X		O
IZT	H	X		O	X		O
Hilvarenbeek L	L	X		O		X	
Poppel L	L	X		O		X	
's Gravenvoeren	H	X		O		X	
Zandvliet H	H	X		O		X	
Zeebrugge Beach	H	X		O	X		O
Zelzate 1	H	X		O	X		O
Zelzate 2	H		X		X		O
ZPT	H	X		O		X	
Loenhout	H	X		X*	X		X*
Zeebrugge LNG Terminal	H	X		O		X	
Dunkirk LNG Terminal	H	X					

- X = Service is offered and can be contracted within indicative availabilities as published on the Fluxys Belgium website
- X* = Operational Interruptible capacity that corresponds to capacities that Fluxys Belgium has secured for the operation of the Transmission Grid and that are made available to Grid Users on an Interruptible basis.
- O = Service is optionally offered, depending on Firm availability

The Quality Conversion Service H->L consists of the possibility to have Natural Gas transmitted from the H Zone to the L zone, at the Installation Point "QC". The Capacity Type can be Firm or Interruptible. The Quality Conversion Service L->H consists of the possibility to inject Natural Gas into the H Zone at the Installation Point "QC". The Capacity Type is Interruptible. Even though it is no longer possible to subscribe capacities on the Interconnection Point GDLux, GDLux will continue to exist for amongst others the subject of section XX.

Domestic Exit Points	Zone	Exit Transmission Services		
		Firm	**Backhaul**	**Interruptible**
End User Domestic Exit Point	H of L	X		O
Distribution Domestic Exit Point	H of L	X		

The following Rate Types exists for Transmission Services:

- Yearly Transmission Services ($MTSR_y$);
- Seasonal Transmission Services ($MTSR_s$);
- Short Term Transmission Services ($MTSR_{st}$); ~~applicable as from 1 January 2016.~~
- Fix/Flex Transmission Services ($MTSR_{ff}$)~~; applicable as from 1 January 2016~~.

These Rate Types are attributed based on the characteristics of the Transmission Service (Entry or Exit, location and Service Period), as set out in the Access Code (ACT - Attachment B). For the sake of completeness of this attachment, these are summarized in the following table:

Capacity Transmission Services	Service Period	Rate Type	MTSR
Entry Transmission Services	>= 1 year (*)	Yearly	$MTSR_{d,e,ct,y,IP}$
	1 month>=x<1 year (*)	Seasonal	$MTSR_{d,e,ct,s,IP}$
	< 1 month (*)		
Exit Transmission Services on Interconnection Points	All Service Periods (*)	Yearly	$MTSR_{d,x,ct,y,IP}$
Exit Transmission Services on End User Domestic Exit Points	>= 1 year	Yearly	$MTSR_{d,x,ct,y,XP}$
		Fix/Flex (**)	$MTSR_{d,x,ct,ff,XP}$
	1 month(***) >=x<1 year	Seasonal	$MTSR_{d,x,ct,s,XP}$
	< 1 month	Short Term	$MTSR_{d,x,ct,st,XP}$
Exit Transmission Services on Distribution Domestic Exit Points	All Service Periods	Yearly	$MTSR_{d,x,ct,y,XP}$

- (*)The Service Periods for Transmission Services on Interconnection Points subscribed through PRISMA are defined by default as annual, quarterly, monthly, daily and within-day (as described in ACT – Attachment B).
- (**) As described in ACT – Attachment B, the Fix/Flex Rate Type can only be attributed for capacity subscriptions of 12 consecutive months from 1 January until and including 31 December of the same year.
- (***) The Service Period of Transmission Services with start date 14/mm/yy and 13/mm+1/yy as end date are considered as 1 calendar month.
- Note that for capacities allocated by the TSO (through implicit allocation), as is the case for Loenhout or for Distribution Domestic Exit Points, the Rate Type is always Yearly.

At Domestic Exit Points, the Transmission Services always include the high pressure (HP) Exit Service and may include the services of medium pressure (MP), dedicated pressure reduction station (DPRS) and odorisation (ODO).

- Via the medium pressure service, Fluxys Belgium transports the gas to a Domestic Exit Point via a medium pressure network.
- Via the dedicated pressure reduction station service, Fluxys Belgium reduces the pressure at a Domestic Exit Point within the contractual minimum and maximum pressure limits.

- Odorisation consists in Fluxys Belgium injecting an odorant in gas at Domestic Exit Points where an odorisation facility is operated by Fluxys Belgium.

The subscription of Exit Capacity at Domestic Exit Points ($MTSR_{d,x,ct,y,XP}$) implies the delivery (and the payment, according to section 6) of these services in function of the respective coefficients MP_{XP}, $DPRS_{XP}$, and ODO_{XP}. These coefficients are set per End User Domestic Exit Point or per Aggregated Receiving Station (ARS) for Distribution Domestic Exit Points, have a value between 0 and 1 and are published on Fluxys Belgium's website[3].

3.1.2. *Energy MTSR (EMTSR) and Volume MTSR (VMTSR)*

MTSR is always expressed in energy (kWh/h). For existing capacities that were subscribed in volume *[m³(n)/h]*, Grid User has the possibility to either convert these capacities to energy *[kWh/h]*, either keep this capacity in volume.

MTSR that was subscribed in volume and is not converted to energy by Grid User is referred to as Volume MTSR *(VMTSR)*.

MTSR that is subscribed in volume but converted to energy or that is subscribed in energy is referred to as Energy MTSR (*EMTSR*).

At a considered Interconnection Point or Domestic Exit Point, the MTSR of a Grid User is calculated by multiplying the Volume MTSR *($VMTSR_d$)* by the conversion GCV of the Zone *z* at which the Interconnection Point or Domestic Exit Point is located *($CGCV_z$)*, by adding the Energy MTSR *($EMTSR_d$)* and by subtracting the MTSR bought back through the buy-back procedure *($MTSRBB_d$)*.

$$MTSR_d = EMTSR_d + (VMTSR_d \times CGCV_z) - MTSRBB_d$$

The $MTSR_f$ bought back through the buy-back procedure *($MTSRBB_{d,IP,g}$)* for Day *d*, for Interconnection Point *IP*, for a Grid User *g* is calculated as the maximum of $MTSR_{h,f}$ bought back during the specific gasday.

$$MTSRBB_{d,IP,g} = \max_{d} (MTSRBB_{h,IP,g})$$

[3] http://www.fluxys.com/belgium/en/Services/Transmission/TransmissionTariffs/TransmissionTariffs

3.1.3. Capacity Exceedings

3.1.3.1. Entry Capacity Exceedings at an Interconnection Point

For Grid Users having subscribed Entry Transmission Services in Volume *($VMTSR_d$)* at an Interconnection Point, Capacity Exceedings can apply, based on the measured GCV and the Energy Allocations.

The daily Entry Energy Exceeding ($EEE_{d,IP,g}$) for such Grid User *g* expressed in kWh/h for Gas Day *d*, is the highest excess, for that Gas Day *d*, of the final Entry Energy Allocation *(EEA'_h)* with respect to Transmission Services in Volume which are not switched to energy ($VMTSR_d$) and also considering the Transmission Services of Grid User that are in energy *($EMTSR_d$)*[4], the Volume Interrupted MTSR *($VIMTSR_h$)*, the Energy Interrupted MTSR *($EIMTSR_h$)* and the *MTSR* bought back through the buy-back procedure *($MTSRBB_h$)* on the considered Interconnection Point *IP*[5].

$$EEE_{d,IP,g} = \max_{d}\left[\max\left(0;\ EEA'_{h,IP,g} - EMTSR_{d,e,IP,g} + EIMTSR_{h,e,IP,g} - \left(VMTSR_{d,e,IP,g} - VIMTSR_{h,e,IP,g}\right) x\, GCV'_{h,IP,g} + MTSRBB_{h,e,IP,g}\right)\right]$$

The Peak Exceeding of Entry Energy for Grid User *g* ($EEE_{m,p,IP,g}$) for Month *m* is equal to the highest daily Entry Energy Exceeding over Month *m* on the considered Interconnection Point *IP:*

$$EEE_{m,p,IP,g} = \max_{m} EEE_{d,IP,g}$$

The Non-Peak Exceeding of Entry Energy for Grid User *g* ($EEE_{m,np,IP,g}$) for Month *m* is equal to the sum of all daily Entry Energy Exceedings of Grid User *g* for the considered Transmission Service less the Peak Exceeding of Entry Energy of Grid User *g* on the considered Interconnection Point *IP*:

$$EEE_{m,np,IP,g} = \sum_{m} EEE_{d,IP,g} - EEE_{m,p,IP,g}$$

The Peak Incentive for Exceeding Entry Energy for a Grid User *g*, for Month *m*, for Interconnection Point *IP* is calculated as follows:

~~$$IEEE_{m,p,IP,g} = EEE_{m,p,IP,g} \times \frac{T_{e,f,y,IP}}{CGCV_z} \times \min\left[\frac{1.5 \times OF_{m,IP,g}}{12};1\right]$$~~

[4] In case of Within-day auctions, the EMTSR can vary during on an hourly basis.

[5] In case Grid User has Wheeling Services from the considered Interconnection Point to another Interconnection Point and/or Entry Services at the considered Interconnection Point on which an OCUC applies, $EEA'_{h,IP,g}$ will also include allocations for Grid User for wheeling and OCUC and $EMTSR_{d,e,IP,g}$ and $VMTSR_{d,e,IP,g}$ will include Wheeling Services and Entry Services on which an OCUC applies. In case of interruption of Wheeling or OCUC, $IMTSR_{h,e,IP,g}$ will include this interruption.

$$IEEE_{m,p,IP,g} = EEE_{m,p,IP,g} \times T_{e,f,y,IP} \times \min\left[\frac{1.5 \times OF_{m,IP,g}}{12};1\right]$$

The Non-Peak Incentive for Exceeding Entry Energy for a Grid User *g*, for Month *m*, for Interconnection Point *IP* is calculated as follows:

$$IEEE_{m,np,IP,g} = \min\left[\frac{EEE_{m,np,IP,g} \times \frac{T_{e,f,y,IP}}{CGCV_z}}{6} \times \min\left[\frac{1.5 \times OF_{m,IP,g}}{12};1\right]; IEEE_{m,p,IP,g}\right]$$

$$IEEE_{m,np,IP,g} = \min\left[\frac{EEE_{m,np,IP,g} \times T_{e,f,y,IP}}{6} \times \min\left[\frac{1.5 \times OF_{m,IP,g}}{12};1\right]; IEEE_{m,p,IP,g}\right]$$

This section 3.1.3.1~~3.1.3.13.1.3.1~~ is not applicable on Interconnection Point GDLux.

3.1.3.2. Exit Capacity Exceedings at an Interconnection Point

For Grid Users having subscribed Exit Transmission Services in Volume *($VMTSR_d$)* at an Interconnection Point, Capacity Exceedings can apply, based on the measured GCV and the Energy Allocations.

The daily Exit Energy Exceeding ($EXE_{d,IP,g}$) for such Grid User *g* expressed in kWh/h for Gas Day *d*, is the highest excess, for that Gas Day *d*, of the final Exit Energy Allocation (XEA'_h) with respect to Transmission Services in Volume which are not switched to energy ($VMTSR_d$) and also considering the Transmission Services of Grid User that were switched to energy *($EMTSR_d$)* [6], the Volume Interrupted MTSR *($VIMTSR_h$)*, the Energy Interrupted MTSR *($EIMTSR_h$)* and the MTSR bought back through the buy-back procedure *($MTSRBB_h$)* on the considered Interconnection Point *IP*[7].

$$EXE_{d,IP,g} = \max_d\left[\max\left(0; -XEA'_{h,IP,g} - EMTSR_{d,x,IP,g} + EIMTSR_{h,x,IP,g} - \left(VMTSR_{d,x,IP,g} - VIMTSR_{h,x,IP,g}\right) x GCV'_{h,IP,g} + MTSRBB_{h,e,IP,g}\right)\right]$$

The Peak Exceeding of Exit Energy for Grid User *g* ($EXE_{m,p,IP,g}$) for Month *m* is equal to the highest daily Exit Energy Exceeding over Month *m* on the considered Interconnection Point *IP:*

$$EXE_{m,p,IP,g} = \max_m EXE_{d,IP,g}$$

[6] In case of Within-day auctions, the EMTSR can vary during on an hourly basis.

[7] In case Grid User has Wheeling Services from another Interconnection Point to the considered Interconnection Point and/or Exit Services at the considered Interconnection Point on which an OCUC applies, $XEA'_{h,IP,g}$ will also include allocations for Grid User for wheeling and OCUC and $EMTSR_{d,x,IP,g}$ and $VMTSR_{d,x,IP,g}$ will include Wheeling Services and Exit Services on which an OCUC applies. In case of interruption of Wheeling or OCUC, $IMTSR_{h,x,IP,g}$ will include this interruption.

The Non-Peak Exceeding of Exit Energy for Grid User *g* ($EXE_{m,np,IP,g}$) for Month *m* is equal to the sum of all daily Exit Energy Exceedings of Grid User *g* for the considered Transmission Service less the Peak Exceeding of Exit Energy of Grid User *g* on the considered Interconnection Point *IP*:

$$EXE_{m,np,IP,g} = \sum_{m} EXE_{d,IP,g} - EXE_{m,p,IP,g}$$

The Peak Incentive for Exceeding Exit Energy for a Grid User *g*, for Month *m*, for Interconnection Point *IP* is calculated as follows:

$$IEXE_{m,p,IP,g} = EXE_{m,p,IP,g} \times \frac{T_{x,f,y,IP}}{CGCV_z} \times \min\left[\frac{1.5 \times OF_{m,IP,g}}{12}; 1\right]$$

$$IEXE_{m,p,IP,g} = EXE_{m,p,IP,g} \times T_{x,f,y,IP} \times \min\left[\frac{1.5 \times OF_{m,IP,g}}{12}; 1\right]$$

The Non-Peak Incentive for Exceeding Exit Energy for a Grid User *g*, for Month *m*, for Interconnection Point *IP* is calculated as follows:

$$IEXE_{m,np,IP,g} = \min\left[\frac{EXE_{m,np,IP,g} \times \frac{T_{x,f,y,IP}}{CGCV_z}}{6} \times \min\left[\frac{1.5 \times OF_{m,IP,g}}{12}; 1\right]; IEXE_{m,p,IP,g}\right]$$

$$IEXE_{m,np,IP,g} = \min\left[\frac{EXE_{m,np,IP,g} \times T_{x,f,y,IP}}{6} \times \min\left[\frac{1.5 \times OF_{m,IP,g}}{12}; 1\right]; IEXE_{m,p,IP,g}\right]$$

This section 3.1.3.2~~3.1.3.2~~3.1.3.2 is not applicable on Interconnection Point GDLux.

3.1.3.3. Capacity Exceedings at an End User Domestic Exit Point

Capacity Exceedings are applicable to End User Domestic Exit Points, and not to Distribution Domestic Exit Points.

The Energy Exit Exceeding ($EXE_{d,XP,g}$), expressed in kWh/h for Gas Day *d*, for Grid User *g*, for Domestic Exit Point *XP* is the highest excess, for that Gas Day *d*, of the final Exit Energy Allocation (XEA'_h) with respect to Transmission Services of Grid User that were switched to energy ($EMTSR_d$) [8] , the Volume Interrupted MTSR ($VIMTSR_h$), and the Energy Interrupted MTSR ($EIMTSR_h$) on the considered End User Domestic Exit Point :

$$EXE_{d,XP,g} = \max_{d}\left[\max\left(0; -XEA'_{h,IP,g} - EMTSR_{d,XP,g} + EIMTSR_{h,XP,g} - \left(VMTSR_{d,XP,g} - VIMTSR_{h,XP,g}\right) x GCV'_{h,XP,g}\right)\right]$$

The Peak Exceeding of Exit Energy for Grid User *g* ($EXE_{m,p,XP,g}$) for Month *m* is equal

[8] In case of Calendar Day Regime (as defined in ACT – Attachment B), the EMTSR can vary on an hourly basis during the Gas Day.

to the highest daily Exit Energy Exceeding over Month *m* on the considered Domestic Exit Point *XP:*

$$EXE_{m,p,XP,g} = \max_{m} EXE_{d,XP,g}$$

The Non-Peak Exceeding of Exit Energy for Grid User *g* ($EXE_{m,np,XP,g}$) for Month *m* is equal to the sum of all daily Exit Energy Exceedings of Grid User *g* for the considered Transmission Service less the Peak Exceeding of Exit Energy of Grid User *g* on the considered Domestic Exit Point *XP*:

$$EXE_{m,np,XP,g} = \sum_{m} EXE_{d,XP,g} - EXE_{m,p,XP,g}$$

The Peak Exit Exceeding Incentive for Month *m* for Grid User *g* for Domestic Exit Point *XP* is calculated as follows:

$$IEXE_{m,p,XP,g} = EXE_{m,p,XP,g} \times \left(\frac{T_{f,HP}}{CGCV_z} + MP_{XP} \times \frac{T_{f,MP}}{CGCV_z} + DPRS_{XP} \times \frac{T_{DPRS}}{CGCV_z} \right) \times \min\left[\frac{1.5 \times OF_{m,XP,g}}{12}; 1 \right]$$

$$IEXE_{m,p,XP,g} = EXE_{m,p,XP,g} \times \left(T_{f,HP} + MP_{XP} \times T_{f,MP} + DPRS_{XP} \times T_{DPRS} \right) \times \min\left[\frac{1.5 \times OF_{m,XP,g}}{12}; 1 \right]$$

The Non-Peak Exit Exceeding Incentive for Month *m* for Grid User *g* for Domestic Exit Point *XP* is calculated as follows:

$$IEXE_{m,np,XP,g} = \min\left[EXE_{m,np,XP,g} \times \frac{\left(\frac{T_{f,HP}}{CGCV_z} + MP_{XP} \times \frac{T_{f,MP}}{CGCV_z} + DPRS_{XP} \times \frac{T_{DPRS}}{CGCV_z} \right)}{6} \times \min\left[\frac{1.5 \times OF_{m,XP,g}}{12}; 1 \right]; IEXE_{m,p,XP,g} \right]$$

$$IEXE_{m,np,XP,g} = \min\left[EXE_{m,np,XP,g} \times \frac{\left(T_{f,HP} + MP_{XP} \times T_{f,MP} + DPRS_{XP} \times T_{DPRS} \right)}{6} \times \min\left[\frac{1.5 \times OF_{m,XP,g}}{12}; 1 \right]; IEXE_{m,p,XP,g} \right]$$

3.2. Wheelings and OCUC (*Operational Capacity Usage Commitments*)

Wheelings and OCUC **(***Operational Capacity Usage Commitments*) are operational agreements between the Grid User and the TSO, in the framework of proactive congestion management, as set out in the Code of Conduct and in Congestion Management (ACT - Attachment E).

A Wheeling or an OCUC consists of a commitment on the combined use of a given Entry Service at an Interconnection Point with a given Exit Service at another Interconnection Point, to avoid a potential congestion in the Transmission Grid, and without access to the Market Based Balancing model or to Notional Trading Services.

The Entry and Exit Services that are eligible for Wheelings or Operational Capacity Usage Commitments, in the framework of its proactive congestion management policy are the following ones:

Wheelings are offered between the following Interconnection Points:

- Eynatten 1 and Eynatten 2, and between Eynatten 2 and Eynatten 1
- Zelzate 1 and Zelzate 2, and between Zelzate 2 and Zelzate 1
- Poppel and Hilvarenbeek and between Hilvarenbeek and Poppel.

Operational Capacity Usage Commitments are offered between the following Interconnection Points:

- Entry Eynatten 1 or Eynatten 2, with Exit 's Gravenvoeren
- Entry 's Gravenvoeren, with Exit Eynatten 1 or Eynatten 2
- Entry Zelzate 1 or Zelzate 2, with Exit IZT or Zeebrugge Beach
- Entry IZT or Zeebrugge Beach, with Exit Zelzate 1 or Zelzate 2
- Entry Alveringem, Dunkirk LNG Terminal or Blaregnies, with Exit IZT or Zeebrugge Beach.

Entry and Exit Services subject to a Wheeling or an Operational Capacity Usage Commitment are subject to a specific Regulated Tariff on the MTSR that falls under the Wheeling or the OCUC, as described in the Regulated Tariffs.

3.3. Cross Border Delivery Service

A Cross Border Delivery Service ($MTSR_{cbds}$) enables a Grid User to inject a quantity of Natural Gas in the Transmission System at a Connection Point which is not located in Belgium nor directly physically connected to the Transmission System of Fluxys Belgium.

The Cross Border Delivery Service shall always be associated and subscribed together (meaning matched in quantity, time and Capacity Type) with its associated Entry, Exit and/or OCUC Services, as described in ACT – Attachment B. The Cross Border Delivery Service shall be offered on Interconnection Points linked to Cross Border Capacity. The Operator of the Transmission System or Installation connected to the Fluxys Belgium grid by means of the Cross Border Capacity shall be considered as an Adjacent TSO to the Fluxys Belgium's grid.

Overview of existing Cross Border Delivery Services:

Capacity Transmission Services (*)	Service Period	Rate Type	MTSR code
Cross Border Delivery Service on Installation Point Dunkirk LNG Terminal	>= 1 year	Yearly	$MTSR_{d,cbd,f,y,IP}$
	< 1 year	Seasonal	$MTSR_{d,cbd,f,s,IP}$

(*) Note that the Cross Border Delivery Service is only offered on Entry and that the Capacity Type can only be Firm.

3.4. Zee Platform Service

The Zee Platform Service gives unlimited Firm or Backhaul MTSR *($MTSR_{f,zpf}$, $MTSR_{b,zpf}$)* between the Interconnection Points of the Zee Platform for which Grid User has registered.

The table below shows the Capacity Type of the Zee Platform Service per Zee Platform Interconnection Point:

	IZT	**LNG**	**ZPT**	**Zeebrugge Beach**
Entry	$MTSR_{f,zpf}$	$MTSR_{f,zpf}$	$MTSR_{f,zpf}$	$MTSR_{f,zpf}$
Exit	$MTSR_{f,zpf}$	$MTSR_{b,zpf}$	$MTSR_{b,zpf}$	$MTSR_{f,zpf}$

Any $MTSR_{f,zpf}$ and/or $MTSR_{b,zpf}$ shall be considered as Transmission Services of unlimited capacity between the Zee Platform Interconnection Points, to the extent that the technical import and export capacities of the Adjacent Transmission Systems at ZPT, LNG or IZT remain at the level as set forth in the table below.

	Technical Import Capacity kWh/h	**Technical Export Capacity $m^3(n)/h$**
Zeebrugge ZPT	19,775,000	0
Zeebrugge IZT	25,990,000	32,770,000
Zeebrugge LNG	19,210,000	0

$MTSR_{f,zpf}$ and $MTSR_{b,zpf}$ do not give access to Notional Trading Services nor to the Zone, and have no access to the Market Based Balancing model (for Zee Platform, Entry and Exit Nominations have to be balanced on an hourly basis).

The utilization of Zee Platform Services is separated from Entry and Exit Services in the Zeebrugge area through a separate nomination code.

In the event that the technical import and/or export capacities of the Adjacent Transmission Systems at ZPT, LNG and IZT change compared to the levels as set forth in the table above, the Transmission System Operator shall as soon as reasonably possible communicate to Grid User the resulting capacity limitations (if any) following from this new situation, which shall automatically and immediately apply to the $MTSR_{f,zpf}$ and/or $MTSR_{b,zpf}$.

3.5. Quality Conversion Services H->L

The following Quality Conversion Services H→L are offered, namely “peak load”, “base load” and “seasonal load”, each with a different tariff and different specifications regarding the availability of capacities, as described in attachment C3.

The Quality Conversion Service H->L *($MTSR_{QCH->L}$)* consists of the possibility to have Natural Gas transmitted from the H Zone to the L zone, at the Installation Point "QC". The peak load Quality Conversion Service H->L *($MTSR_{QCH->L,pl,}$)* can be used from 1/11/Y until 31/03/Y+1 and the availability depends on the temperature, such that more capacity is available at cold temperatures. The seasonal load Quality Conversion Service H->L ($MTSR_{QCH->L,sl}$) can be used during the whole Contract year, but its usage is limited from 1/04/Y+1 until 31/10/Y+1. The base load Quality Conversion Service H->L ($MTSR_{QCH->L,bl}$) can be used during the whole Contract year.

Peak Load Quality Conversion Services H->L are offered in standard bundled units. One standard bundled unit consists of the following Quality Conversion Services:

Firm peak load H->L capacity	Interruptible peak load H->L capacity
1 kWh/h	0,13 kWh/h

Base and Seasonal Load Quality Conversion Service H->L are offered in energy *[kWh/h]*, as set out in Subscription & Allocation of Services (ACT – Attachment B). No additional Transmission Services from and towards the Installation Point "QC" are required. The following capacities are offered for the different Quality Conversion Services H→L[9]:

Peak load	Firm	177.000 m³(n)/h = 1.734.600 kWh/h	1.734.600 bundles
	Interruptible	23.010 m³(n)/h = 225.498 kWh/h	
Base load	Firm	100.000 m³/h = 980.000 kWh/h	-
Seasonal load	Firm		

Nominations for Quality Conversion H->L shall be made in accordance with the Operating Procedures (ACT – Attachment C.3).

The TSO calculates the Real Conversion Capacity in function of the equivalent temperature and period of year as set out in the Operating Procedures (ACT - Attachment C.3). The Nominations shall not exceed the Real Conversion Capacity of Grid User.

3.6. Quality Conversion Services L->H

The Quality Conversion Service L->H consists of the possibility to inject L Natural Gas into the H Zone at the Installation Point "QC" ($MTSR_{QCL->H,i}$).

[9] Depending on operational needs, changes to the installations or the availability of the logistics contracts (e.g. with nitrogen suppliers), the TSO possibly has to adapt the Quality Conversion Service. offering.

Quality Conversion Services L->H can be subscribed as set out in Subscription & Allocation of Services (ACT - Attachment B). No additional Transmission Services from and towards the Installation Point "QC" are required.

3.7. Capacity Pooling Services

The Capacity Pooling Service enables Grid Users active on the same End User Domestic Exit Point to pool their Domestic Exit Services, as set out in the Capacity Pooling Agreement form (ACT - Attachment G).

Such a Capacity Pooling Service can only be subscribed for End User Domestic Exit Points, and not for Interconnection Points nor for Distribution Domestic Exit Points.

3.8. UK Compliancy Adjustment Service

The UK Compliancy Adjustment Service is a Service performed by the TSO for the Grid User(s) using an Exit Service at Interconnection Point IZT and/or at Zeebrugge Beach. This UK Compliancy Adjustment Service consists of the following aspects:

a. If, for a given hour, Grid User has at least the same quantity of UK Compliant Entry *($UKCE_{h,g}$)* at the H Zone as Exit at IZT and Zeebrugge Beach *($XUK_{h,g}$)*, the Exit quantity at IZT and Zeebrugge Beach for Grid User is considered to be UK Compliant *($UKCX_{h,g}$)*, and no UK Compliancy Polluter Fee *($UKPF_{h,g}$)* shall be charged to Grid User and no Gas Quality Constraint shall be set for Grid User ;
b. If Grid User has less UK Compliant Entry *($UKCE_{h,g}$)* at the H Zone than his Exit quantity at IZT and at Zeebrugge Beach *($XUK_{h,g}$)*, then:
    (i) On a reasonable endeavour basis, the TSO uses the Nitrogen Blending Installation to make the UK Non-Compliant quantities UK Compliant. The TSO charges the UK Pollution Fee *($UKPF_{h,g}$)* to the Grid User as set out in section 3.8.3~~3.8.3~~~~3.8.3~~;
    (ii) The TSO has the right to set a Gas Quality Constraint interrupting or reducing part or all of the UK Non-Compliant Exit *($UKNCX_{h,g}$)* on Interconnection Point IZT and/or Zeebrugge Beach, as provided for in section 3.8.2~~3.8.2~~~~3.8.2~~;

This Service is an implicit service, which cannot be subscribed by Grid Users and which is performed by the TSO for each Grid User on the Exit at IZT and/or Zeebrugge Beach.

3.8.1. UK Compliant Natural Gas

The applicable Wobbe specification for UK Compliant Natural Gas in the context of this UK Compliancy Adjustment Service is the upper Wobbe limit at IZT of 15,05 kWh/m³(n) ("Maximum UK Wobbe"), as can be amended from time to time.

Without prejudice to the Specific Requirements for IZT and Zeebrugge Beach and in the context of this Service, when the measured Wobbe index is lower than or equal to the UK Wobbe it is considered to be UK Compliant. Otherwise, it is considered to be UK Non-Compliant.

3.8.2. UK Gas Quality Constraint

3.8.2.1. Calculation of Exit submitted to UK compliancy

The Exit that is submitted to UK compliancy $(XUK_{h,g})$ for each Grid User g, is calculated as the matched Netted-off Energy Nominations ($NEN^{m}_{h,IP,g}$) of a Grid User g for a given hour h, on the Interconnection Points IZT and/or Zeebrugge Beach.

$$XUK_{h,g} = \left[\max\left(0; -NEN^{m}_{h,IZT,g} - NEN^{m}_{h,Zeebrugge\ \ Beach,g}\right)\right]$$

3.8.2.2. Calculation of the UK Compliant Entry

For each Grid User g, and for each hour h, the quantity of UK Compliant Entry $(UKCE_{h,g})$ is determined based on the matched Netted-off Energy[10] Nomination at each Interconnection Point IP of the H Zone $(NEN^{m}_{h,IP,ip})$ for which the last measured Wobbe index is UK compliant.

$$UKCE_{h,g} = \sum_{IP\in[Vx_h]} \max\left(0; NEN^{m}_{h,IP,g}\right) + \left(\max(0; NCTT_{h,g}) + \max\left[0; XUK_{h,g} - \max(0; NCTT_{h,g}) - \sum_{IP\in Hzone} \max(0; NEN^{m}_{h,IP,g})\right]\right)\Big|_{\text{Wobbe HZone}\le\text{Maximum UK Wobbe}}$$

Where Vx_h are all Interconnection Points of the H zone for which the last measured Wobbe index at such Entry is lower or equal than the UK Wobbe.

For as long as the average Wobbe for the H Zone[11] - calculated as a weighted average Wobbe of all Interconnection Points with a physical incoming flow[12] into the H Zone for the considered hour - is lower than or equal to the UK Wobbe, the quantity of UK Compliant Entry $(UKCE_{h,g})$ is increased by:

- Provisional Net Confirmed Title Transfers $(NCTT_{h,g})$, in case the provisional Net Confirmed Title Transfers $(NCTT_{h,g})$ for Notional Trading Services are a positive value for hour h and for Grid User g.
- The difference between
    - Exit that is submitted to UK compliancy $(XUK_{h,g})$ and

[10] Note that Wheeling Services and exit services that are submitted to an OCUC to other IPs than IZT or Zeebrugge Beach and Direct Line Services are not added to these matched Netted-off Energy Nominations

[11] The last calculated Wobbe for the H Zone for the current hour will be available via the Electronic Data Platform.

[12] For Eynatten 1 and Eynatten 2 the physical incoming flow shall be determined based on the sum of both Interconnection Points. This is also the case for Zelzate 1 and Zelzate 2.

- the total matched Netted-off Energy Nomination at each Interconnection Point *IP* of the H , and
- Provisional Net Confirmed Title Transfers *($NCTT_{h,g}$)*, in case such value is positive

if this difference is positive.

3.8.2.3. Calculation of the UK Non-Compliant Exit for Grid User

For every hour, the quantities of UK Non-Compliant Exit at IZT and Zeebrugge Beach *($UKNCX_{h,g}$)* for Grid User are calculated as the difference between the matched Netted-off Exit Nominations submitted to UK compliancy *($XUK_{h,g}$)* and the UK Compliant Entry *($UKCE_{h,g}$)*.

$$UKNCX_{h,g} = \max\left[0;\ XUK_{h,g} - UKCE_{h,g}\right]$$

3.8.2.4. UK Gas Quality Constraint

For every hour, part or all of the UK Non-Compliant Exit *($UKNX_{h,g}$)* at IZT and/or Zeebrugge Beach can be interrupted by the TSO through a UK Gas Quality Constraint, in as provided for in the Operating Procedures (ACT - Attachment C.1).

3.8.3. The UK Pollution Fee

The calculation of the UK Polluter Fee *($UKPF_{h,g}$)* is performed after the Month and at the latest Month + 20 days, based on the final Allocations, and for every Hour of the Month as described below.

3.8.3.1. Calculation of Exit submitted to UK compliancy

The Exit that is submitted to UK compliancy for each Grid User *g*, is based on the Netted-off Energy Allocation *($NEA'_{h,IP,g}$)* of a Grid User *g* for a given Hour *h*, on the Interconnection Points IZT and Zeebrugge Beach.

$$XUK'_{h,g} = \left[\max\left(0; -NEA'_{h,IZT,g} - NEA'_{h,ZeebruggeBeach,g}\right)\right]$$

3.8.3.2. Calculation of the UK Compliant Entry

For each Grid User g, and for each hour *h*, the quantity of UK Compliant Entry *($UKCE'_{h,g}$)* is determined based on the final Netted-off Energy[13] Allocations at each Interconnection Point *IP* of the H Zone *($NEA'_{h,IP,ip}$)* for which the last measured Wobbe index is UK Compliant:

[13] Note that Wheeling services and Exit services that are submitted to an OCUC to other IPs than IZT or Zeebrugge Beach and Direct Line services are not added to these Netted-off Energy Allocations

$$UKCE'_{h,g} = \sum_{IP \in [Vx_h]} \max\left(0; NEA'_{h,IP,g}\right) + \left(\max(0; NCTT'_{h,g}) + \max\left[0; XUK'_{h,g} - \max(0; NCTT'_{h,g}) - \sum_{IP \in Hzone} \max(0; NEA'_{h,IP,g})\right]\right)\Big|_{\text{Wobbe HZone} \le \text{Maximum UKWobbe}}$$

Where Vx_h are all Interconnection Points of the H zone for which the last measured Wobbe index at such Entry is lower or equal than the UK Wobbe.

For as long as the average Wobbe for the H Zone[14] - calculated as a weighted average Wobbe of all Interconnection Points with a physical incoming flow[15] into the H Zone for the considered hour - is lower than or equal to the UK Wobbe, the quantity of UK Compliant Entry *($UKCE_{h,g}$)* is increased by:

- Net Confirmed Title Transfers *($NCTT'_{h,g}$)*, in case the Net Confirmed Title Transfers *($NCTT'_{h,g}$)* for Notional Trading Services are a positive value for hour *h* and for Grid User *g*.
- The difference between
    - Exit that is submitted to UK compliancy and
    - the total final Netted-off Energy Allocations at each Interconnection Point *IP* of the H , and
    - Net Confirmed Title Transfers *($NCTT'_{h,g}$)*, in case such value is positve

  if this difference is positive.

3.8.3.3. Calculation of the UK Non-Compliant Exit Allocations for Grid User

For every hour, the quantities of UK Non-Compliant Exit at IZT and/or Zeebrugge Beach *($UKNCX'_{h,g}$)* for Grid User are calculated as the difference between the Exit Allocations submitted to UK compliancy *($XUK'_{h,g}$)* and the UK Compliant Entry *($UKCE'_{h,g}$)*.

$$UKNCX'_{h,g} = \max\left[XUK'_{h,g} - UKCE'_{h,g}; 0\right]$$

3.8.3.4. Degree of UK Pollution per Interconnection Point

The Degree of UK Non-Compliancy *($D'_{h,IP}$)* for a considered hour *h* for a considered Interconnection Point *IP* is calculated as the deviation between the last measured Wobbe index on the respective Interconnection Point *($Wobbe'_{h,IP}$)* and the Maximum UK Wobbe (15.05 kWh / m³(n)), and is calculated as follows:

[14] The last calculated Wobbe for the H Zone for the current hour will be available via the Electronic Data Platform.

[15] For Eynatten 1 and Eynatten 2 the physical incoming flow shall be determined based on the sum of both Interconnection Points. This is also the case for Zelzate 1 and Zelzate 2.

$$D'_{h,IP} = \min\left(\frac{\max\left(0; Wobbe'_{h,IP} - MaximumUK\,Wobbe\right)}{(15{,}56 - MaximumUK\,Wobbe)}; 1\right)$$

The Degree of UK Non-Compliancy *(D'$_{h,Hzone}$)* for a considered hour *h* for the H zone is calculated as the deviation between the last calculated Wobbe index on the H zone (*Wobbe'$_{h,Hzone}$*) and the Maximum UK Wobbe (15.05 kWh / m³(n)), and is calculated as follows:

$$D'_{h,Hzone} = \min\left(\frac{\max\left(0; Wobbe'_{h,Hzone} - MaximumUK\,Wobbe\right)}{(15{,}56 - MaximumUK\,Wobbe)}; 1\right)$$

3.8.3.5. Degree of UK Pollution per Grid User

The Degree of UK pollution *(P'$_{h,g}$)* for a Grid User *g* for a given hour *h* is calculated as the sum of, for each Interconnection Point, the Degree of UK Non-Compliancy *(D'$_{h,IP}$)* to the Netted-off Energy Allocations *(NEA'$_{h,IP,g}$)* of Grid User *g*.

This is a weighted average, which is calculated as follows:

$$P'_{h,g} = \frac{\left(\sum_{IP \notin [Vx_h]} \left[D'_{h,IP}\ x\left(\max\left[NEA'_{h,IP,g}; 0\right]\right)\right]\right) + \left(D'_{h,Hzone}\ x \max\left[0; XUK'_{h,g} - \sum_{IP \in Hzone} \max(0; NEA'_{h,IP,g})\right]\right)}{\left(\sum_{IP \notin [Vx_h]} \max\left[NEA'_{h,IP,g}; 0\right]\right) + \left(\max\left[0; XUK'_{h,g} - \sum_{IP \in Hzone} \max(0; NEA'_{h,IP,g})\right]\right)}\Bigg|_{\text{Wobbe HZone} > \text{Maximum UKWobbe}}$$

3.8.3.6. UK Polluted Exit

The UK polluted Exit for an hour *h* and a Grid User *g (UKP'$_{h,g}$)* at the Exit IZT and Zeebrugge Beach is calculated by multiplying his degree of UK pollution *(P'$_{h,g}$)* with his UK Non-Compliant Exit Allocations *(UKNCX'$_{h,g}$)*.

$$UKP'_{h,g} = UKNCX'_{h,g}\ x\ P'_{h,g}$$

3.8.3.7. UK Pollution Fee

The UK Pollution Fee *(UKPF$_{h,g}$)* for an hour *h* for a Grid User *g* is calculated by multiplying the UK pollution *(UKP'$_{h,g}$)* of the considered Grid User with the applicable Regulated Tariff for the UK Compliancy Adjustment service (T_{UKCA}), divided by 1000, as specified in the Regulated Tariffs.

$$UKPF_{h,g} = \frac{UKP'_{h,g}}{1000}\ x\ T_{UKCA}$$

4. Nominations, Metering and Allocations

4.1. Overview

The following table illustrates the different parameters for Nominations and Allocations at Interconnection Points and Domestic Exit Points, defined and used in this section.

		Interconnection Point		Domestic Exit Point
		Entry	**Exit**	**Exit only**
Nominations	**Initial**	EEN_h	XEN_h	XEN_h
	Last	EEN'_h	XEN'_h	XEN'_h
Allocations	**Provisional**	EEA_h & EVA_h	XEA_h & XVA_h	XEA_h & XVA_h
	Final	EEA'_h & EVA'_h	XEA'_h & XVA'_h	XEA'_h & XVA'_h
Metering	**Provisional**	EM_h & VM_h & GCV_h	EM_h & VM_h & GCV_h	EM_h & VM_h & GCV_h
	Validated	EM'_h & VM'_h & GCV'_h	EM'_h & VM'_h & GCV'_h	EM'_h & VM'_h & GCV'_h

4.2. Nominations

In order to notify the TSO of the quantity of Natural Gas that will flow at each Interconnection Point, at the exception of Interconnection Point GDLux, or End User Domestic Exit Point, the Grid User shall send Nominations and, if applicable, renominations to the TSO, according to the Operating Procedures (ACT – Attachment C.1).

The Nominations and Allocation for Entry and Exit Services subject to a Wheeling or an OCUC, are independent from other Entry and Exit Services through the use of separate nomination codes, as described in the Operating Procedures (ACT – Attachment C.1).

4.3. Metering

Each Interconnection Point or Domestic Exit Point may contain one or more Nodes providing hourly measurement data, as set out in the Metering Procedures (ACT - Attachment D).

4.4. Allocations

At each Interconnection Point, at the exception of Interconnection Point GDLux, or Domestic Exit Point, the TSO shall allocate a quantity of the Natural Gas measured to each Grid User for which Natural Gas is transported at that Point, according to the relevant Allocation Agreement or Operating Balancing Agreement, as set out in the Operating Procedures (ACT - Attachment C.1).

The determination of provisional allocations of Natural Gas takes place every hour. The determination of the final allocated quantities of Natural Gas takes place on M+1 for every hour.

On Interconnection Point GDLux, Grid User receives from the TSO an allocation quantity of the Natural Gas equal to the hourly imbalance $I_{h,g,\text{before allocation GDLux}}$ of this Grid User calculated in accordance with the access code for transmission of Creos between Creos and Grid User. This quantity is equal to the Initial Allocation EEA_h or XEA_h. The final Allocation EEA'_h or XEA'_h shall be equal to the Initial Allocation EEA_h or XEA_h.

4.5. Scheduling fees

At the End User Domestic Exit Points, Monthly Scheduling Fees will be calculated taking into account the accuracy of the initial Nominations and the accuracy of the last Nominations. No Monthly Scheduling Fee shall be due neither for Distribution Domestic Exit Points nor for Interconnection Points.

For each End User Domestic Exit Point with a total $MTSR_d$ of all Grid Users together that exceeds 200 000 kWh/h, the difference between the initial Exit Energy Nomination XEN_h (at *d*-1 at 14:00 hours) and the final Exit Energy Allocation XEA'_h must not exceed 100 000 kWh, at each hour. The Initial Exit Scheduling IXS_h is defined as:

$$IXS_h = \max\left(0, \left|-XEN_h + XEA'_h\right| - 100\ 000\ \text{kWh}\right)$$

For each End User Domestic Exit Point, if IXS_h is positive, an Incentive for Initial Exit Scheduling $IIXS_m$ will be applied, corresponding to 0.2 % of IXS_h, calculated at a fix gas price of 0.02 €/kWh, cumulated for all hours of Month *m* :

$$IIXS_m = \sum_m \sum_d IXS_h \times 0.002 \times 0.02 €/kWh$$

Additionally, for each End User Domestic Exit Point where the $MTSR_d$ is higher than or equal to 200 000 kWh/h, the difference between the last Exit Energy Nomination XEN'_h and the final Exit Energy Allocation XEA'_h must not exceed 100 000 kWh, at each hour. The Last Exit Scheduling LXS_h is defined as :

$$LXS_h = \max\left(0, \left|-XEN'_h + XEA'_h\right| - 100\ 000\ \text{kWh}\right)$$

For each End User Domestic Exit Point, if LXS_h is positive, an Incentive for Last Exit Scheduling $ILXS_m$ will be applied, corresponding to 0.2 % of LXS_h, calculated at a standard gas price of 0.02 €/kWh, cumulated for all hours of Month *m* :

$$ILXS_m = \sum_m \sum_d LXS_h \times 0.002 \times 0.02 €/kWh$$

5. Balancing

There are balancing settlements (Within-Day and End-of-Day) and allocation settlements (only End-of-Day):

- Balancing settlements are based on provisional data (H+1);
- Allocation settlements are settlements based on the difference between the provisional and the final data and are settled after the considered Month.

The quantity to be settled by an balancing Within-Day hourly settlement for a Grid User ($GE_{h,z,g}$, $GS_{h,z,g}$), for an hour h not being the last hour of the considered Gas Day depends on:

- the provisional hourly allocations ($EEA_{h,g}$, $XEA_{h,g}$) for Grid User for the Interconnection Points and the Domestic Exit Points of the considered Zone;
- the Net Confirmed Title Transfers for Notional Trading Services of the considered Zone, for the Grid User, confirmed by Hub Operator towards the TSO ($NCTT_{h,z,g}$).
- the Market Balancing Position before the settlement ($MBP^*_{h,z}$) versus the Market Threshold ($MT^+_{h,z}$, $MT^-_{h,z}$);
- the proportion of the Grid User Balancing Position before the settlement ($GBP^*_{h,z,g}$) in the sum of the Excess Causing Grid Users or Shortfall Causing Grid Users, as the case may be;

The quantity to be settled by balancing End-of-Day settlement for a Grid User (End-of-Day Grid User Excess: $GE_{d,z,g}$, or End-of-Day Grid User Shortfall: $GS_{d,z,g}$) depends on:

- the Grid User Balancing Position before settlement of the last hour of the Gas Day ($GBP^*_{d,z,g}$).

The difference between final and provisional allocations is settled via allocation settlements, based on section 5.4~~5.4~~5.4~~.4~~.

5.1. Balancing obligations for Grid Users

Pursuant to article 86 of the Code of Conduct, it is forbidden for Grid User to deliberately create an imbalance for reasons of commercial opportunities. A Grid User will not commit any act that would be constitutive of abuse and/or manipulation of the balancing system.

If a Grid User commits such act, then the TSO shall have the right to:

- refuse the (re)nominations of this Grid User; and
- charge to this Grid User, and the Grid User shall have to pay, any balancing costs incurred by the TSO relating to the specific behaviour of this Grid User.

It is reminded to Grid Users that the non-compliance of article 86 of the Code of Conduct shall be sanctioned under criminal law, in accordance with article 234 of the Code of Conduct.

5.2. Consideration of Net Confirmed Title Transfers into Grid User Balancing Position

The access to the Notional Trading Services on is subject to the confirmation by the TSO to the Hub Operator that the Grid User has a valid signed STA in force.

The Hub Operator notifies the TSO at least on an hourly basis of the net confirmed title transfers for Notional Trading Services of the Grid User (Net Confirmed Title Transfers for hour h, Grid User - $NCTT_{h,g}$).

For each hour, the TSO takes Net Confirmed Title Transfers for Notional Trading Services into account for determining the Grid User Balancing Position $(GBP_{h,z,g})$ of the Grid User on the related Zone, as set out in section 5.3~~5.35.3~~. Purchases are added as positive values to the Grid User Balancing Position, whereas sales are added as negative values to the Grid User Balancing Position.

The TSO may suspend the right to use the Notional Trading Services for a Grid User with immediate effect until further notice as soon as the Grid User has realized imbalances and/or is subject to settlements that may cause amounts to be due and payable, arising from the balancing regime, that are of such a nature that TSO may reasonably not expect to receive full and timely payment of these amounts.

5.3. Balancing Settlements

5.3.1. Market Threshold ($MT^{+}_{h,z}$; $MT^{-}_{h,z}$)

The table below shows the default Market Threshold values for each period of the year, for the H Zone.

Month	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
$MT^{+}_{h,H\ zone}$	22 GWh	22 GWh	22 GWh	25 GWh	29 GWh	29 GWh	30 GWh	30 GWh	29 GWh	25 GWh	22 GWh	22 GWh
$MT^{-}_{h,H\ zone}$	-22 GWh	-22 GWh	-22 GWh	-25 GWh	-29 GWh	-29 GWh	-30 GWh	-30 GWh	-29 GWh	-25 GWh	-22 GWh	-22 GWh

The table below shows the default Market Threshold values for each period of the year, for the L Zone.

Month	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
$MT^{+}_{h,L\ zone}$	13 GWh	13 GWh	13 GWh	13 GWh	15 GWh	15 GWh	16 GWh	16 GWh	15 GWh	13 GWh	13 GWh	13 GWh
$MT^{-}_{h,L\ zone}$	-13 GWh	-13 GWh	-13 GWh	-13 GWh	-15 GWh	-15 GWh	-16 GWh	-16 GWh	-15 GWh	-13 GWh	-13 GWh	-13 GWh

The TSO has the right to modify, at any time and acting in accordance with the standards of a Prudent and Reasonable Operator, the effective values of the Market Thresholds in function of the Transmission Grid operating conditions (for example

but not limited to: in case of high gas demand, or as from an Incident Management level, etc) in accordance with the Operating Procedures (ACT – Attachment C.1).

Any structural revision of these Market Thresholds, based on evolved flexibility requirements of the market in Belgium, shall evaluated together with CREG and announced in due time on the website and on the Electronic Data Platform.

5.3.2. Within-Day balancing position before settlement

The Grid User starts the Gas Day with a Grid User Balancing Position which is equal to zero.

The hourly Imbalance ($I_{h,z,g}$) for an hour *h* for a Zone *z* and for Grid User *g* is calculated as the sum of all provisional hourly Entry Energy Allocations[16] for Grid User for the Interconnection Points of the considered Zone ($EEA_{h,g}$) increased by the provisional hourly Exit Energy Allocations[13] (negative values) for Grid User *g* for the Interconnection Points and the Domestic Exit Points of the considered Zone ($XEA_{h,z,g}$) and increased by the Net Confirmed Title Transfers ($NCTT_{h,z,g}$) for Notional Trading Services:

$$I_{h,z,g} = \sum_{Zone} EEA_{h,g} + \sum_{Zone} XEA_{h,z,g} + NCTT_{h,z,g}$$

The Grid User Balancing Position before settlement ($GBP^*_{h,z,g}$) for an hour *h* for a Zone *z* and for Grid User *g* is calculated by adding the Grid User Balancing Position after settlement of the previous hour ($GBP_{h-1,z,g}$) and the hourly Imbalance ($I_{h,z,g}$) made by the TSO, if applicable:

$$GBP^*_{h,z,g} = GBP_{h-1,z,g} + I_{h,z,g}$$

Such Grid User Balancing Position before settlement is communicated to the Grid User as set out in the Operating Procedures (ACT – Attachment C.1).

The Market Balancing Position before settlement ($MBP^*_{h,z}$) for an hour *h* for a Zone *z* is calculated by taking the sum of the Grid User Balancing Position before settlement ($GBP^*_{h,z}$) of all Grid Users for the considered hour and Zone:

$$MBP^*_{h,z} = \sum_{allGridUsers} GBP^*_{h,z,g}$$

Such Market Balancing Position is communicated to the Grid User as set out in the Operating Procedures.

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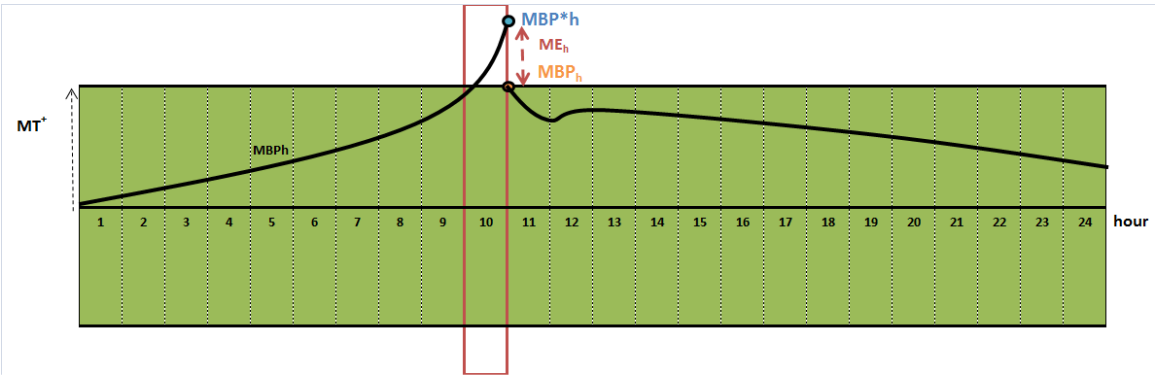
[16] Entry and Exit Services submitted to an Operational Capacity Commitment and Wheeling Services, Direct Lines and Zee Platform Services are not considered in the hourly Imbalance, and for Distribution Domestic Exit, the Exit Energy Allocations are calculated as set out in the Operating Procedures (ACT - Attachment C.1).

5.3.3. Within-Day Market Excess

In case the Market Balancing Position before settlement ($MBP^*_{h,z}$) for an hour h not being the last hour of the Gas Day exceeds the upper Market Threshold ($MT^+_{h,z}$), there is a Market Excess ($ME_{h,z}$), which is calculated as the difference between the Market Balancing Position before settlement ($MBP^*_{h,z}$) and the upper Market Threshold ($MT^+_{h,z}$), rounded up (ceiling) taking into account the rounding parameter ($RMLS_{h,z}$):

$$ME_{h,z} = \max\left[\left\lceil \frac{MBP^*_{h,z} - MT^+_z}{RMLS_{h,z}} \right\rceil * RMLS_{h,z}; 0\right]$$



This Within-Day Market Excess ($ME_{h,z}$) is settled with the Excess Causing Grid Users ($ECG_{h,z}$), being Grid Users with a positive Grid User Balancing Position before settlement ($GBP^*_{h,z}$).

$$ECG_{h,z} : GBP^*_{h,z} > 0$$

The Within-Day Grid User Excess ($GE_{h,z,g}$) is calculated by distributing the Market Excess ($ME_{h,z}$) according to the proportion of the Grid User Balancing Position before settlement ($GBP^*_{h,z,g}$) in the sum of the Grid User Balancing Positions before settlement of all Excess Causing Grid Users, and is communicated to the Grid User as set out in the Operating Procedures.

$$GE_{h,z,g} = ME_{h,z} \; x \frac{GBP^*_{h,z,g}}{\sum_{Excess\ Causing\ Grid\ Users} GBP^*_{h,z}}$$

The Within-Day Grid User Excess Balancing Settlement ($GEBS_{h,z,g}$ - €) is calculated by multiplying the hourly Grid User Excess quantity ($GE_{h,z,g}$ - kWh) by minus one (negative value means this amount is credited) and by the hourly Excess Balancing Settlement Price ($EBSP_{h,z}$ - € / kWh).

$$GEBS_{h,z,g} = -GE_{h,z,g} \; x \; EBSP_{h,z}$$

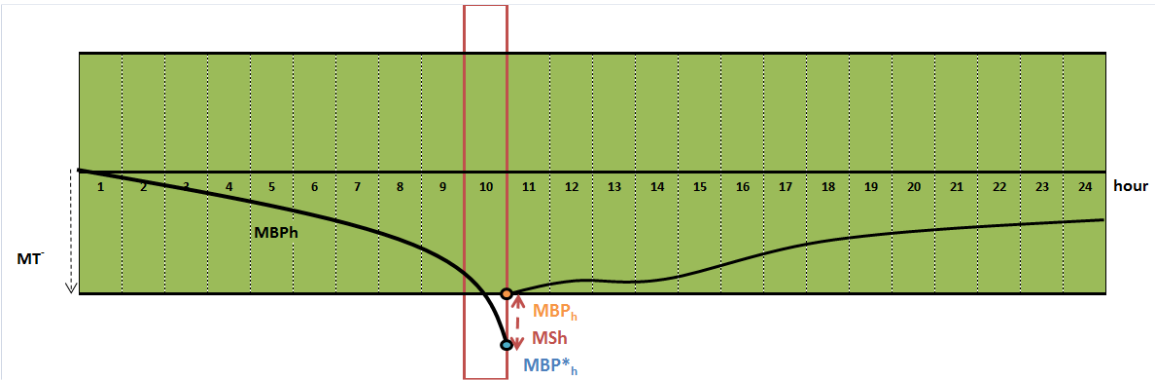
In case of Within-Day Market Excess, Excess Balancing Settlement Price ($EBSP_{h,z}$) is calculated as the minimum between the Excess Balancing Price ($EBP_{h,z}$) and the Gas Price (GP_d) to which the Small Adjustment for causer (SA_{causer}) is applied:

$$EBSP_{h,z} = \min(EBP_{h,z}; GP_d \, x \, (1 - SA_{causer}))$$

5.3.4. Within-Day Market Shortfall

In case the Within-Day Market Balancing Position before settlement ($MBP^*_{h,z}$) for an hour h not being the last hour of the Gas Day is lower than the lower Market Threshold ($MT^-_{h,z}$), there is a Market Shortfall ($MS_{h,z}$, positive value), which is calculated as the absolute value of the difference between the Market Balancing Position before settlement ($MBP^*_{h,z}$, negative value) and the Market Threshold ($MT^-_{h,z}$, negative value), rounded up (floor) taking into account the rounding ($RMLS_{h,z}$) :

$$MS_{h,zone} = \left| \min\left(\left\lfloor \frac{MBP^*_{h,z} - MT^-_z}{RMLS_{h,z}} \right\rfloor * RMLS_{h,z}; 0 \right) \right|$$



This Within-Day Market Shortfall ($MS_{h,z}$) is settled with the Shortfall Causing Grid Users ($SCG_{h,z}$), being Grid Users with a negative Grid User Balancing Position before settlement ($GBP^*_{h,z}$).

$$SCG_{h,z} : GBP^*_{h,z} < 0$$

The Grid User Shortfall ($GS_{h,z,g}$) is calculated by distributing the Market Shortfall ($MS_{h,z}$) according to the proportion of the Within-Day Grid User Balancing Position before settlement ($GBP^*_{h,z,g}$) in the sum of the Grid User Balancing Positions before settlement of all Shortfall Causing Grid Users, and is communicated to the Grid User as set out in the Operating Procedures (ACT – Attachment C.1).

$$GS_{h,z,g} = MS_{h,z} \; x \frac{GBP*_{h,z,g}}{\sum_{sum\,of\,all\,Shortfall\,Causing\,Grid\,Users} GBP*_{h,z}}$$

The Within-Day Grid User Shortfall Balancing Settlement *($GSBS_{h,z,g}$ - €)* is equal to the Within-Day Grid User Shortfall ($GS_{h,z,g}$ - kWh) multiplied by the Shortfall Balancing Settlement Price *($SBSP_{h,z}$ - € / kWh).*

$$GSBS_{h,z,g} = GS_{h,z,g} \; x \; SBSP_{h,z}$$

In case of Within-Day Market Shortfall, Shortfall Balancing Settlement Price ($SBSP_{h,z}$) is calculated as the maximum between the Shortfall Balancing Price ($SBP_{h,z}$) and the Gas Price (GP_d) to which the Small Adjustment for causer (SA_{causer}) is applied:

$$SBSP_{h,z} = \max(\; SBP_{h,z}; GP_d \; x (1 + SA_{causer}\;))$$

5.3.5. *Within-Day balancing position after settlement*

The Grid User Balancing Position after settlement ($GBP_{h,z,g}$) for an hour *h* (not being the last hour of the considered Gas Day) for a Zone *z* and for Grid User *g* is calculated by adding the Grid User Balancing Position before settlement of the considered hour ($GBP*_{h,,z,g}$) to the Grid User Shortfall for the considered hour *($GS_{h,z,g}$)*, decreased by the Grid User Excess for the considered hour *($GE_{h,z,g}$)*:

$$GBP_{h,z,g} = GBP*_{h,z,g} + GS_{h,z,g} - GE_{h,z,g}$$

The Market Balancing Position after settlement ($MBP_{h,z}$) for an hour *h* for a Zone *z* is calculated by taking the sum of the Grid User Balancing Position after settlement ($GBP_{h,z,g}$) of all Grid Users for the considered hour and Zone:

$$MBP_{h,z} = \sum_{allGridUsers} GBP_{h,z,g}$$

5.3.6. *End-of-Day Market Excess and End-of-Day Market Shortfall*

In case the End-of-Day Market Balancing Position before settlement ($MBP*_{d,z}$), being the Market Balancing Position before settlement of the last hour of the Gas Day ($MBP*_{last\,h,z}$) is a positive value, there is an End-of-Day Market Excess ($ME_{d,z}$), which is equal to such End-of-Day Market Balancing Position before settlement. In case the End-of-Day Market Balancing Position before settlement is a negative value, there is an End-of-Day Market Shortfall ($MS_{d,z}$ – positive value), which is equal to such End-of-Day Market Balancing Position before settlement (absolute value).

$$MBP*_{d,z} = MBP*_{lasth,z}$$

$$If\ MBP^*_{d,z} > 0:\ ME_{d,z} = MBP^*_{d,z}; MS_{d,z} = 0$$

$$If\ MBP^*_{d,z} < 0:\ MS_{d,z} = |MBP^*_{d,z}|; ME_{d,z} = 0$$

$$If\ MBP^*_{d,z} = 0:\ MS_{d,z} = ME_{d,z} = 0$$

The Excess Causing Grid Users are the Grid Users with a positive End-of-Day Grid User Balancing Position before settlement ($GBP^*_{d,z}$), being the Grid User Balancing Position before settlement of the last hour of the Gas ($GBP^*_{last\ h,z}$). The Shortfall Causing Grid Users are the Grid Users with a negative End-of-Day Grid User Balancing Position before settlement ($GBP^*_{d,z}$).

$$GBP^*_{d,z} = GBP^*_{lasth,z}$$

$$ECG_{d,z}:\ GBP^*_{d,z} > 0$$

$$SCG_{d,z}:\ GBP^*_{d,z} < 0$$

5.3.7. End-of-Day Settlements in case of End-of-Day Market Excess

For Excess Causing Grid Users, the End-of-Day Grid User Excess Balancing Settlement ($GEBS_{d,z,g}$) is equal to the End-of-Day Grid User Balancing Position before settlement ($GBP^*_{d,z,g}$) multiplied by the End-of-Day Excess Balancing Settlement Price ($EBSP_{d,z}$), multiplied by minus one (negative settlement means that amount is credited).

$$GEBS_{d,z,g} = -GBP^*_{d,z,g}\ x\ EBSP_{d,z}$$

In case of End-Of-Day Market Excess, Excess Balancing Settlement Price ($EBSP_{d,z}$) is calculated as the minimum between the Excess Balancing Price ($EBP_{d,z}$) and the Gas Price (GP_d) to which the Small Adjustment for causer (SA_{causer}) is applied:

$$EBSP_{d,z} = \min(EBP_{d,z}; GP_d\ x\ (1 - SA_{causer}))$$

For Grid Users who are not causing the Market Excess (being all other Grid Users than the Excess Causing Grid Users), the End-of-Day Grid User Shortfall Balancing Settlement ($GSBS_{d,z,g}$) is equal to the End-of-Day Grid User Balancing Position before settlement ($GBP^*_{d,z,g}$ – absolute value) multiplied by the End-of-Day Shortfall Balancing Settlement Price ($SBSP_{d,z}$).

$$GSBS_{d,z,g} = |GBP^*_{d,z,g}|\ x\ SBSP_{d,z}$$

In case of End-Of-Day Market Excess, Shortfall Balancing Settlement Price ($SBSP_{d,z}$) is calculated as the maximum between the Shortfall Balancing Price ($SBP_{d,z}$) and the Gas Price (GP_d) to which the Small Adjustment for helper (SA_{helper}) is applied :

$$SBSP_{d,z} = \max(SBP_{d,z}; GP_d\ x\ (1 + SA_{helper}))$$

5.3.8. End-of-Day Settlements in case of End-of-Day Market Shortfall

For Shortfall Causing Grid Users, the End-of-Day Grid User Shortfall Balancing Settlement ($GSBS_{d,z,g}$) is equal to the End-of-Day Grid User Balancing Position before settlement ($GBP^*_{d,z,g}$ - absolute value) multiplied by the End-of-Day Shortfall Balancing Settlement Price ($SBSP_{d,z}$).

$$GSBS_{d,z,g} = \left| GBP^*_{d,z,g} \right| x\ SBSP_{d,z}$$

In case of End-Of-Day Market Shortfall, Shortfall Balancing Settlement Price ($SBSP_{d,z}$) is calculated as the maximum between the Shortfall Balancing Price ($SBP_{d,z}$) and the Gas Price (GP_d) to which the Small Adjustment for causer (SA_{causer}) is applied:

$$SBSP_{d,z} = \max(SBP_{d,z}; GP_d\, x\, (1 + SA_{causer}))$$

For Grid Users who are not causing the Market Shortfall (being all other Grid Users than the Shortfall Causing Grid Users), the End-of-Day Grid User Excess Balancing Settlement ($GEBS_{d,z,g}$) is equal to the End-of-Day Grid User Balancing Position before settlement ($GBP^*_{d,z,g}$) multiplied by the End-of-Day Excess Balancing Settlement Price ($EBSP_{d,z}$), multiplied by minus one (negative balancing settlement value means that amount is credited).

$$GEBS_{d,z,g} = -\ GBP^*_{d,z,g}\ x\ EBSP_{d,z}$$

In case of End-Of-Day Market Shortfall, Excess Balancing Settlement Price ($EBSP_{d,z}$) is calculated as the minimum between the Excess Balancing Price ($EBP_{d,z}$) and the Gas Price (GP_d) to which the Small Adjustment for helper (SA_{helper}) is applied:

$$EBSP_{d,z} = \min(EBP_{d,z}; GP_d\, x\, (1 - SA_{helper}))$$

5.3.9. End-of-Day balancing position after settlement

The End-of-Day Grid User Balancing Position after settlement ($GBP_{d,z,g}$) for a Zone *z* and for Grid User *g* is equal to 0 (zero). As a consequence the End-of-Day Market Balancing Position after settlement ($MBP_{d,z}$) for a Zone *z* is also equal to 0 (zero).

5.4. Allocation Settlements

The difference between provisional allocations and the final allocations is settled via the Allocation Settlements.

The quantity to be settled for Gas Day *d* for a Grid User *g*, in the Zone *z* for Allocation Settlement (*ASd,z,g*) is calculated as the sum of the difference between the

provisional and final Entry Allocations (*EEA'h,z,g* and *EEAh,z,g* respectively) and between the provisional and final Exit Allocations (*XEA'h,z,g* and *XEAh,z,g* respectively).

$$AS_{d,z,g} = \sum_{h \in d} \left[\left(EEA_{h,z,g} - EEA'_{h,z,g} \right) + \left(XEA_{h,z,g} - XEA'_{h,z,g} \right) \right]$$

The following cases can occur:

- Allocation Settlement Grid User Sale *(ASGSd,z,g)*;
- Allocation Settlement Grid User Purchase *(ASGPd,z,g)*.

*5.4.1. **Allocation Settlement Grid User Sale***

In case the Allocation Settlement (*ASd,z,g*) is negative, there will be an Allocation Settlement Grid User Sale (*ASGSd,z,g* – negative value):

$$ASGS_{d,z,g} = AS_{d,z,g} * GP_{d,z,g}$$

*5.4.2. **Allocation Settlement Grid User Purchase***

In case the Allocation Settlement (*ASd,z,g*) is positive, an Allocation Settlement Grid User Purchase (*ASGPd,z,g* – positive value) will take place:

$$ASGP_{d,z,g} = AS_{d,z,g} * GP_{d,z,g}$$

6. Invoicing

6.1. General

There are 4 monthly invoices:

- Monthly FIX Invoice;
- Monthly COM Invoice is composed by:
  - Monthly COM Invoice
  - Monthly COM Self-Billing Invoice
  - Monthly COM2 Invoice
  - Monthly COM2 Self-Billing Invoice;
- Monthly VAR Invoice;
- Monthly ADM Invoice.

The following Fees are invoiced with the Monthly FIX Invoice:

- Monthly Capacity Fees;
- Monthly Variable Flex Fee
- Monthly Capacity Pooling Service Fee;
- Monthly Zee Platform Fee;
- Monthly Quality Conversion H→L Capacity Fee;
- Monthly Quality Conversion L->H Capacity Fee.

The following Fees are invoiced with the Monthly COM Invoice:

- Monthly COM Invoice:
  - Monthly Energy In Cash Fee;
  - Monthly Variable Fee for Quality Conversion H->L;
  - Monthly Allocation Settlement Grid User Purchase Fees;
  - Monthly Transmission Imbalance Fee;
  - Monthly Odorisation Fee;
  - Monthly UK Compliancy Adjustment Fee;
  - Monthly Scheduling Fees.
- Monthly COM Self-billing Invoice:
  - Monthly Allocation Settlement Grid User Sales Fees

- Monthly COM2 Invoice:
  - Shortfall Monthly Balancing Settlement Fee
  - If applicable, Monthly Balancing Neutrality Charge Fee
- Monthly COM2 Self-billing Invoice:
  - Excess Monthly Balancing Settlement Fee
  - If applicable, Monthly Balancing Neutrality Charge Fee

The following Fees are invoiced with the Monthly VAR Invoice:

- Monthly Incentive Fees.

The following Fees are invoiced with the Monthly ADM Invoice:

- Monthly Administrative Fees.

6.2. Monthly Fix Invoice

6.2.1. Monthly Capacity Fees

The Monthly Capacity Fee (*MCAF*) is calculated for the *MTSR* subscribed by Grid User for each Interconnection Point or Domestic Exit Point, for each Transmission Service, for each Capacity Type and for each Rate Type.

Monthly Capacity Fees can either be:

- positive, for the MTSR subscribed by the Grid User or;
- negative, Grid User will be credited by the TSO in case of buy-back, surrender of capacity or long-term use-it-or-lose-it, as described in section 9.2.1.1.

6.2.1.1. Monthly Capacity Fees at Interconnection Points

For Yearly Transmission Services at an Interconnection Point IP[17], the Monthly Capacity Fee is the sum, for each Gas Day of the considered Gas Month, of the terms that are the result of the following calculations:

- The quantity for Grid User *g*, of Transmission Service *ts*, of Capacity Type *ct*, with Rate Type yearly (y), for Interconnection Point *IP*, for Gas Day *d* ($MTSR_{d,ts,ct,y,IP,g}$)[18];
- multiplied by the corresponding Regulated Tariff ($T_{ts,ct,IP}$)
- divided by the number of Days in the considered Year (N_y).

[17] For Wheeling Services, IP refers to "from IP1 to IP2"
[18] As specified in the Regulated Tariffs, for the Transmission Services booked during Within-Day Auctions, the highest hourly MTSR of the Gas Day is taken into account as $MTSR_d$.

$$= \sum_{\text{all days } d \text{ of month } m} \left[MTSR_{d,ts,ct,y,IP,g} \; x \; \frac{T_{ts,ct,IP}}{N_y} \right]$$

For Seasonal Transmission Services, the Monthly Capacity Fee is the sum, for each Gas Day of the considered Month of the terms that are the result of the following calculations:

- The quantity of Grid User *g*, for Transmission Service *ts*, of Capacity Type *ct*, with Rate Type seasonal (s), at Interconnection Point *IP*, for Gas Day *d* ($MTSR_{d,ts,ct,s,IP,g}$) [19];
- multiplied by the corresponding Regulated Tariff ($T_{ts,ct,IP}$);
- multiplied by the Seasonal Coefficient of the considered month *m* (SC_m);
- divided by the number of Days in the considered Year (N_y).

$$= \sum_{\text{all days } d \text{ of month } m} \left[MTSR_{d,ts,ct,s,IP,g} \; x \; \frac{T_{ts,ct,IP}}{N_y} \; x \; SC_m \right]$$

In addition to the invoicing of the Regulated Tariffs as described in the first two paragraphs of this article, for Transmission Services subscribed by Grid User via an Auction, the Monthly Capacity Fee is increased by the sum of the Auction Premiums for the delivered Transmission Services of this monthly period.

Grid User will be credited for an amount corresponding with the Transmission Services bought back through the buy-back procedure(s), taking into account, for each Gas Day of the considered Month, the following elements:

- The sum of the quantities per day of Firm Transmission Services ($MTSRBB_d$) bought back through the relevant buy-back procedure(s); multiplied with
- Price ($P_{BB,g}$) for the relevant buy-back procedure,

$$= \sum_{\text{all days } d \text{ of month } m} \left[\sum \left[MTSRB_d \right] x P_{BB,g} \right]$$

In case of long term use-it-or-lose-it or surrender as described in Attachment E, Grid User will also be credited.

6.2.1.2. Monthly Capacity Fees at Domestic Exit Points

For Yearly Transmission Services at a Domestic Exit Point *XP*, the Monthly Capacity Fee is the sum, for each Gas Day of the considered Month, of the terms that are the result of the following calculations:

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[19] As specified in the Regulated Tariffs, for Transmission Services booked during Within-Day Auctions, the highest hourly MTSR of the Gas Day is taken into account as $MTSR_d$.

- The quantity of Grid User *g*, of Capacity Type *ct*, with Rate Type yearly (y), at Domestic Exit Point *XP*, for Gas Day *d* ($MTSR_{d,ct,y,XP,g}$);
- multiplied by the corresponding Regulated Tariff(s), taking into account the physical MP and DPRS characteristics of the considered Domestic Exit Point ($T_{ct,HP,XP}$, MP_{xp}, $T_{ct,MP,XP}$, $DPRS_{xp}$, T_{DPRS});
- divided by the number of Days in the considered Year (N_y).

$$= \sum_{all\ days\ d\ of\ month\ m} \left[MTSR_{d,ts,ct,y,XP,g} \; x \; \frac{\left(T_{ts,ct,HP,XP} + MP_{XP} \; x \; T_{ct,MP,XP} + DPRS_{XP} \; x \; T_{DPRS} \right)}{N_y} \right]$$

For Seasonal Transmission Services at a Domestic Exit Point *XP*, the Monthly Capacity Fee is the sum, for each Gas Day of the considered Month, of the terms that are the result of the following calculations:

- The quantity for Grid User *g*, of Capacity Type *ct*, with Rate Type seasonal (s),at Domestic Exit Point *XP*, for Gas Day *d* ($MTSR_{d,ct,s,XP,g}$);
- multiplied by the corresponding Regulated Tariff(s), taking into account the physical MP and DPRS characteristics of the considered Domestic Exit Point ($T_{ct,HP,XP}$, MP_{XP}, $T_{ct,MP,XP}$, $DPRS_{XP}$, T_{DPRS});
- multiplied by the Seasonal Coefficient of the considered month *m* (SC_m);
- divided by the number of Days in the considered Year (N_y).

$$= \sum_{all\ days\ d\ of\ month\ m} \left[MTSR_{d,ct,s,XP,g} \; x \; \frac{\left(T_{ts,ct,HP,XP} + MP_{XP} \; x \; T_{ct,MP,XP} + DPRS_{XP} \; x \; T_{DPRS} \right)}{N_y} \; x \; SC_m \right]$$

For Short Term Transmission Services at a Domestic Exit Point *XP*, the Monthly Capacity Fee is the sum, for each Gas Day of the considered Month, of the terms that are the result of the following calculations:

- The quantity for Grid User *g*, of Capacity Type *ct*, with Rate Type Short Term (st),at Domestic Exit Point *XP*, for Gas Day *d* ($MTSR_{d,ct,st,XP,g}$)[20];
- multiplied by the corresponding Regulated Tariff(s), taking into account the physical MP and DPRS characteristics of the considered Domestic Exit Point ($T_{ct,HP,XP}$, MP_{xp}, $T_{ct,MP,XP}$, $DPRS_{xp}$, T_{DPRS});
- multiplied by the Seasonal Coefficient of the considered month *m* (SC_m);
- divided by the number of Days in the considered Year (N_y);
- multiplied by the Short Term Multiplier (*STM*).

[20] In case the Calendar Day Regime is active, calendar days are invoiced as the reference Gas Day.

$$= \sum_{all\ days\ d\ of\ month\ m} \left[MTSR_{d,ts,ct,st,XP,g} \; x \; \frac{\left(T_{ts,ct,HP,XP} + MP_{XP} \; x \, T_{ct,MP,XP} + DPRS_{XP} \; x \, T_{DPRS}\right)}{N_y} \; x \; SC_m \; x STM \right]$$

For Fix/Flex Transmission Services at a Domestic Exit Point *XP*, the Monthly Capacity Fee is the sum, for each Gas Day of the considered Month, of the terms that are the result of the following calculations:

- The quantity for Grid User *g*, of Capacity Type *ct*, with Rate Type Fix/Flex (*ff*),at Domestic Exit Point *XP*, for Gas Day *d* ($MTSR_{d,ct,ff,XP,g}$);
- multiplied by the corresponding Regulated Tariff(s), taking into account the physical MP and DPRS characteristics of the considered Domestic Exit Point ($T_{ff,HP,XP}$, MP_{xp}, $T_{ct,MP,XP}$, $DPRS_{xp}$, T_{DPRS});
- divided by the number of Days in the considered Year (N_y);

$$= \sum_{all\ days\ d\ of\ month\ m} \left[MTSR_{d,ts,ct,ff,XP,g} \; x \; \frac{\left(T_{ff,HP,XP} + MP_{XP} \; x \, T_{ct,MP,XP} + DPRS_{XP} \; x \, T_{DPRS}\right)}{N_y} \right]$$

6.2.1.3. For Direct Line Services

The Yearly Monthly Capacity Fee for Direct Line Services for a Direct Line *dl* is calculated as the sum, for each Gas Day *d* of the considered Month *m*, of the terms that are the result of the following calculations:

- The direct line quantity for Grid User *g*, of Capacity Type *ct*, with Rate Type yearly (y), at Domestic Exit Point *XP*, for Gas Day *d* ($MTSR_{d,dl,ct,y,XP,g}$);
- divided by the number of Days in the considered Year (N_y).
- multiplied by the sum of the following parameters:
  - the fix Direct Line Tariff ($T_{dl,ct}$),
  - the multiplication of de Distance of the Direct Line (D_{dl}) and the direct Line Distance Tariff ($T_{dl,d}$).

$$= \sum_{all\ days\ d\ of\ month\ m} \left[\frac{MTSR_{d,dl,ct,y,XP,g} \; x \; \left(T_{dl,ct} + D_{dl} \; x \, T_{dl,d}\right)}{N_y} \right]$$

The Seasonal Monthly Capacity Fee for Direct Line Services for a Direct Line *dl* is calculated as the sum, for each Gas Day *d* of the considered Month *m*, of the terms that are the result of the following calculations:

- The direct line quantity of Grid User *g*, of Capacity Type *ct*, with Rate Type seasonal (s), at Domestic Exit Point *XP*, for Gas Day *d* ($MTSR_{d,dl,ct,s,XP,g}$).
- divided by the number of Days in the considered Year (N_y);

- multiplied by the Seasonal Coefficient of the considered month *m* (SC_m);
- multiplied by the sum of the following parameters:
  - the fix Direct Line Tariff ($T_{dl,ct}$),
  - the multiplication of de Distance of the Direct Line (D_{dl}) and the direct Line Distance Tariff ($T_{dl,d}$).

$$= \sum_{\text{all days } d \text{ of month } m} \left[MTSR_{d,dl,ct,s,XP,g} \; x \frac{\left(T_{dl,ct} + D_{dl} \; x T_{dl,d}\right)}{N_y} x \, SC_m \right]$$

6.2.1.4. For Entry and Exit Services subject to a Wheeling

For Entry and Exit Services subject to a Wheeling, a Wheeling Tariff is charged instead of an Entry and an Exit Tariff.

The monthly Wheeling Fee is calculated as the sum, for each Gas Day *d* of the considered Month *m*, of the terms that are the result of the following calculations:

- The quantity of Grid User *g*, for Entry at Interconnection Point *IP1* and Exit at Interconnection Point *IP2*, for Gas Day *d* ($MTSR_{d,IP1,IP2,w,g}$);
- divided by the number of Days in the considered Year (N_y);
- multiplied by the Wheeling Tariff ($T_{IP1,IP2,w}$).

$$= \sum_{\text{all days } d \text{ of month } m} \left[\frac{MTSR_{d,IP1,IP2,w,g} \; x \; T_{IP1,IP2,w}}{N_y} \right]$$

6.2.1.5. For Entry and Exit Services subject to an Operational Capacity Usage Commitment

For Entry and Exit Services subject to an Operational Capacity Usage Commitment, an OCUC Tariff is charged instead of an Entry and an Exit Tariff.

The monthly OCUC Fee is calculated as the sum, for each Gas Day *d* of the considered Month *m*, of the terms that are the result of the following calculations:

- The quantity of Grid User *g*, for Entry at Interconnection Point *IP1* and Exit at Interconnection Point *IP2*, for Gas Day *d* ($MTSR_{d,IP1,IP2,ocuc,g}$);
- divided by the number of Days in the considered Year (N_y);
- multiplied by the OCUC Tariff ($T_{IP1,IP2,OCUC}$).

$$= \sum_{\text{all days } d \text{ of month } m} \left[\frac{MTSR_{d,IP1,IP2,ocuc,g} \; x \; T_{IP1,IP2,OCUC}}{N_y} \right]$$

6.2.1.6. For Cross Border Delivery Services

As specified in the Regulated Tariffs, the applicable tariff for the subscription of the Cross Border Delivery Service shall be approved by the regulator which is competent with regards to the associated Cross Border Capacity. The invoices sent to Fluxys Belgium by the Adjacent TSO which operates the Cross Border Capacity shall be invoiced "pass-through" to the Grid Users having subscribed the associated Cross Border Delivery Service pro rata to their respective $MTSR_{cbds}$.

Any potential fee reduction granted to Fluxys Belgium by the Adjacent TSO which operates the Cross Border Capacity as a result of such Cross Border Capacity interruption or any other reason including Force Majeure shall be passed through pro rata to the interrupted part of $MTSR_{f,cbds}$.

6.2.2. Monthly Variable Flex Fee

The Monthly Variable Flex Fee ($MVFF_{g,XP,y,m}$) is only applicable on Transmission Services on End User Domestic Exit Points *XP* with the Fix/Flex Rate Type. This fee is calculated by taking the difference between the Total Variable Flex Fee in year *y* up to and including month *n* ($TVFF_{g,XP,y,n}$) and the Total Variable Flex Fee in year *y* up to and including month *n-1* ($TVFF_{g,XP,y,n-1}$) as follows:

$$MVFF_{g,XP,y,n} = TVFF_{g,XP,y,n} - TVFF_{g,XP,y,n-1}$$

The number of Running Hours of a Domestic Exit Point *XP*, of Grid User *g*, in year *y* up to and including month *n* ($RH_{g,XP,y,n}$) is calculated as follows:

$$RH_{g,XP,y,n} = \frac{\sum_{All\ months\ m \in \{1,\dots,n\} in\ year\ y}\left(\sum_{All\ days\ d\ of\ month\ m}\left(\sum_{All\ hours\ h\ of\ day\ d} - XEA'_{h,XP,g}\right)\right)}{MTSR_{d,ff,XP,g}}$$

Based on the number of Running Hours up to and including month *n* ($RH_{g,XP,y,n}$), on the Regulated Tariff ($T_{flex,\ XP,\ 1\ and\ 2}$), on the subscribed capacities ($MTSR_{d,ff,XP,g}$) and on the GCV of the Zone in which the Domestic Exit Point is located ($CGCV_z$), the Total Variable Flex Fee up to and including month *n* ($TVFF_{g,XP,y,n}$) can be calculated as follows:

- For $RH_{g,XP,y,n} \leq$ RH-TRH:

$$TVFF_{g,XP,y,n} = \frac{MTSR_{d,ff,XP,g}}{1000} * RH_{g,XP,y,n} * T_{flex,XP,1} * \frac{CGCV_{zone\ H}}{CGCV_z}$$

- For RH-TRH$< RH_{g,XP,y,n}$:

$$TVFF_{g,XP,y,n} = \frac{MTSR_{d,ff,y,XP,g}}{1000} * \left(\text{RH-TRH} * T_{flex,XP,1} + \left(RH_{g,XP,y,n} - \text{RH-TRH}\right) * T_{flex,XP,2}\right) * \frac{CGCV_{zone\ H}}{CGCV_z}$$

In case a Capacity Pooling Allocation Agreement is in place on a Domestic Exit Point *XP*, the Capacity Responsible Grid User (CRGU, as defined in ACT – Attachment G)

has to pay the Monthly Variable Flex Fee for all Running Hours on this Domestic Exit Point *XP*. These Running Hours will be based on the sum of all Allocations and the sum of subscribed MTSR for all Grid Users active on this Domestic Exit Point *XP*.

For the avoidance of doubt, in case of transfer of all rights and obligations except for the payment obligation of the Monthly Capacity Fee (assignment with retained payment obligation, as described in ACT – Attachment B), the MVFF remains due by the initial holder and will be calculated based on the sum of the Allocations of both the initial and final capacity holder.

6.2.3. Monthly Capacity Pooling Service Fee

The Monthly Capacity Pooling Service Fee for Grid User *g* for Month *m* is calculated by multiplying the number of End User Domestic Exit Points at which Grid User *g* participates in a Capacity Pooling Service during Month *m* by the monthly Regulated Tariff for a Capacity Pooling Service.

$$= \sum_{all\ days\ d\ of\ month\ m} NCPS_{d,g} \times T_{cps} \times \frac{N_m}{N_y}$$

6.2.4. Monthly Zee Platform Fee

The Monthly Zee Platform Fee for Grid User g for Month m is a Fix Fee, in function of the number of Zee Platform Interconnection Points for which Grid User has Zee Platform Services during the considered Month *m*.

6.2.5. Monthly Quality Conversion H->L Capacity Fee

The Monthly Capacity Fee for the different H→L Quality Conversion Services *qcs* is calculated as the sum, for each Gas Day *d* of the considered Month *m*, of the terms that are the result of the following calculations:

- The quantity of the Quality Conversion H->L Service of Grid User *g*, of Quality Conversion Service *qcs* of the Capacity Type *ct*, for Gas Day *d* ($MTSR_{d,QCH->L,qcs,ct,g}$);
- divided by the number of Days in the considered Year (N_y).
- Multiplied by the Regulated Tariff ($T_{QCH->L,qcs}$).

$$= \sum_{all\ qcs} \left[\sum_{all\ days\ d\ of\ month\ m} \left[MTRS_{d,QCH\rightarrow L,qcs,ct,g} \right] * \frac{T_{QCH\rightarrow L,qcs}}{N_y} \right]$$

6.2.6. Monthly Quality Conversion L->H Capacity Fee

The Monthly Capacity Fee for Quality Conversion L->H is calculated as the sum, for each Gas Day *d* of the considered Month *m*, of the terms that are the result of the following calculations:

- The quantity for Quality Conversion L->H for Grid User *g*, for Gas Day *d* *($MTSR_{d,,QCL->H,g}$)*;
- divided by the number of Days in the considered Year *(N_y)*
- multiplied by the Regulated Tariff *($T_{QCL->H}$)*.

$$= \sum_{\text{all days } d \text{ of month } m} \left[MTSR_{d,QCL->H,g} \; x \frac{T_{QCL->H}}{N_y} \right]$$

6.3. Monthly COM Invoice

6.3.1. Monthly COM Invoice

6.3.1.1. Monthly Energy In Cash Fee

The Monthly Energy In Cash Fee is applicable on all Connection Points, except for Zeebrugge Beach and the Installation Point "QC" and is calculated as follows:

- the sum of the final Energy Allocations of the considered Gas Day ($EEA'_{d,g}$, $-XEA'_{d,g}$)[21].
- multiplied by the Energy In Cash Tariff (T_{IEC}),
- multiplied by the Gas Price for Gas Day *d* (GP_d).

$$= \sum_{\text{all days } d \text{ of month } m} \left[\left(\sum_{\text{All hours } h \text{ of day } d} EEA'_{h,g} \right) x \, CT \; x \, GP_d \right] + \sum_{\text{all days } d \text{ of month } m} \left[\left(\sum_{\text{All hours } h \text{ of day } d} - XEA'_{h,g} \right) x \, CT \; x \, GP_d \right]$$

6.3.1.2. Monthly Variable Fee for Quality Conversion H->L

The Monthly Variable Fee for Peak Load *pl* Quality Conversion H->L Service is calculated as follows:

$$= \sum_{\text{all days } d \text{ of month } m} \frac{\left(\sum_{\text{All hours } h \text{ of day } d} - XEA'_{h,QC\,H->L,pl} \right)}{1000} x \, T_{\text{var}\,QC\,H->L,pl}$$

6.3.1.3. Monthly Allocation Settlement Fees

The calculation of the Allocation Settlement Fees is described in Section 8 of this Attachment:

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[21] Including Entry, Exit, Wheeling, Entry and Exit subject to Operational Capacity Usage Commitment, Zee Platform, and Direct Line.

- Allocation Settlement Grid User Purchase ($ASGP_{d,z,g}$).

6.3.1.4. Monthly Transmission Imbalance Fees

The Monthly Transmission Imbalance Fees for the considered Month m consist of the settlement of the Transmission Imbalance for the following Services:

- Services submitted to an Operational Capacity Usage Commitment;
- Wheeling Services;
- Direct Line Services;
- Zee Platform Services.

These Services are normally balanced on an hourly basis, but there can be small differences, for example but not excluded to the matching process.

The Transmission Imbalance $(TI'_{h,g})$ for a Grid User g for a Hour h is the sum of all final Entry Allocations for the abovementioned Services increased by the final Exit Energy Allocations (negative values) for the abovementioned Services for the considered Grid User for the considered Hour.

The Monthly Transmission Imbalance Settlement Fee is calculated as, for each Gas Day d, the sum of the hourly Transmission Imbalances $(TI'_{h,g})$ for Grid User g multiplied by the Gas Price (GP_d) for the considered Gas Day.

$$= \sum_{all\ days\ d\ of\ month\ m} \left[\sum_{All\ hours\ h\ of\ day} TI'_{h,g} \ x\, GP_d \right]$$

6.3.1.5. Monthly Odorisation Fees

The Monthly Odorisation Fee is applicable for Domestic Exit Points other than Distribution Domestic Exit Points, and is calculated by multiplying the odorisation coefficient of the considered Domestic Exit Point (ODO_{XP}) by the sum of the final Domestic Exit Energy Allocations ($XEA'_{h,XP}$) of the considered Domestic Exit Point for the considered Month and by the Regulated Tariff for Odorisation (T_{ODO}).

$$= \sum_{all\ days\ d\ of\ month\ m} \frac{\left(\sum_{All\ hours\ h\ of\ day\ d} - XEA'_{h,g,XP} \right)}{1000} x\, ODO_{XP}\ x\, T_{ODO}$$

6.3.1.6. Monthly UK Compliancy Adjustment Fee

The Monthly UK Polluters Fee for Grid User g for Month m is calculated in function of UK Pollution for that month as described in paragraph 3.8.3~~3.8.3~~3.8.3.

6.3.1.7. Monthly Scheduling Fees

The calculation of the following Monthly Scheduling Fees is described in section 4.5~~4.5~~4.5~~4.5~~:

- Incentive for Initial Exit Scheduling *($IIXS_m$)*;
- Incentive for Last Exit Scheduling *($ILXS_m$)*.

6.3.2. Monthly COM Self-billing Invoice

6.3.2.1. Monthly Allocation Settlement Grid User Sales Fees

The calculation of the Allocation Settlement Fees is described in section 8 of this Attachment:

- Allocation Settlement Grid User Sale ($ASGS_{d,z,g}$)

6.3.3. Monthly COM2 Invoice

6.3.3.1. Shortfall Monthly Balancing Settlement Fee

The calculation of the following Balancing Settlement Fees is described in section 8:

- Within-Day Grid User Shortfall Balancing Settlement *($GSBS_{h,z,g}$);*
- End-of-Day Grid User Shortfall Balancing Settlement *($GSBS_{d,z,g}$);*

The Shortfall Monthly Balancing Settlement Fee is calculated as the sum of the Shortfall Balancing Settlements for all the Hours of all the days in the Month.

6.3.3.2. Balancing Neutrality Charge Fee

The Neutrality Charge Fee is determined in accordance with the Regulated Tariffs.

6.3.4. Monthly COM2 Self-Billing Invoice

6.3.4.1. Excess Monthly balancing settlement Fee

The calculation of the following balancing settlement Fees is described in section 8:

- Within-Day Grid User Excess Balancing Settlement *($GEBS_{h,z,g}$);*
- End-of-Day Grid User Excess Balancing Settlement *($GEBS_{d,z,g}$);*

The Excess Monthly Balancing Settlement Fee is calculated as the sum of the Excess Balancing Settlements for all the Hours of all the days in the Month.

6.3.4.2. Balancing Neutrality Charge Fee

The Neutrality Charge Fee is determined in accordance with the Regulated Tariffs.

6.4. Monthly VAR Invoice

6.4.1. Monthly Incentive Fees

6.4.1.1. Capacity Exceedings

The calculation of the following Capacity Exceedings is described in section 3.1.3~~3.1.3~~3.1.3~~3.1.3~~:

- Peak Incentive for Exceeding of Entry Energy *($IEEE_{m,p,IP,g}$)*,
- Non-Peak Incentive for Exceeding of Entry Energy *($IEEE_{m,np,IP,g}$)*,
- Peak Incentive for Exceeding of Exit Energy *($IEXE_{m,p,IPorXP,g}$)*;
- Non-Peak Incentive for Exceeding of Exit Energy ($IEXE_{m,np,IPorXP,g}$)

6.5. Monthly ADM Invoice

6.5.1. Monthly Administrative Fees

(i) Over-the-counter Assignment:

In case the Grid User assigns a Transmission Service on the Secondary Market via an over-the-counter Assignment, an administrative fee is due in accordance with the Regulated Tariffs, for each over-the-counter Assignment in which Grid User *g* was a party in Month *m*.

(ii) Assignment on behalf of the Grid User:

In case the TSO assigns a Transmission Service on the Secondary Market on behalf of the Grid User, an administrative fee is due in accordance with the Regulated Tariff "Transfer of capacity – Transaction realised by Fluxys Belgium on behalf of".

(iii) Surrender of capacity:

In case a Grid User surrenders a Transmission Service, an administrative fee for the reallocated Transmission Services is due in accordance with the Regulated Tariff "Transfer of capacity – Transaction realised by Fluxys Belgium on behalf of".

(iv) Cancellation of non used capacity in case of congestion:

In case the TSO suspends a non-used capacity in case of congestion, based on a decision of the CREG as set out in Congestion Management (ACT - Attachment E), an administrative fee is charged for each cancellation for Grid User *g*, during Month *m*, as set out in the Regulated Tariffs.

(v) Webtrack Real Time Service

In case Grid User has subscribed the Webtrack Real Time Service, the fix monthly Regulated Tariff for this service is due, in accordance with the Regulated Tariffs.

ACCESS CODE FOR TRANSMISSION

Attachment B:

Subscription & Allocation of Services

TABLE OF CONTENTS

1. INTERPRETATION OF ATTACHMENT B

In this Attachment:

- all references to a *clause*, unless specified otherwise, are references to a *clause* in this Attachment; references to a *paragraph* are references to a *paragraph* in this Attachment;
- all terms and names are to be interpreted according to the list of definitions in Attachment 3 of the Standard Transmission Agreement;
- the layout, heading and table of contents are only for the benefit of the reader and are inconsequential as regards the interpretation of content of this Attachment;
- the description of rules, conditions and provisions only relates to the Transmission Services offered on the Transmission Grid.

2. DEFINITIONS

Unless the context requires otherwise, the definitions set out in the Attachment 3 of the STA apply to this Attachment B. Capitalized words and expressions used in this Attachment B which are not defined in the Attachment 3 of the STA shall have the following meaning:

"Activation Window for Calendar Day Regime": window for asking Calendar Day Regime for an End User Domestic Exit Point, in accordance with the provisions contained in this Appendix B.

"Allocation Agreement" shall mean the agreement between the End User and the Grid User(s) active on the considered Domestic Exit Point, which sets out the Gas Allocation Rule for the considered Domestic Exit Point.

"Calendar Day Regime" shall mean the optional regime that allows Grid Users to subscribe capacities on a calendar day basis instead of the default Gas Day basis.

"Customer Segment" or **"cs"** shall mean the segment of the Final Customer at the Distribution Network, being for the time being S30, S31, S32 or S41.

"$DC_{d,y}$" or **"Distribution Capacity**" shall mean estimated daily offtake at the Distribution Domestic Exit Points in case of a daily equivalent temperature of -11°C for a considered Gas Year *y*, expressed in kWh/day.

"$DC_{d,y,cs}$" or **"Distribution Capacity**" shall mean estimated daily offtake for a specific Customer Segment *cs* of the Distribution Domestic Exit Points in case of a daily equivalent temperature of -11°C for a considered Gas Year *y*, expressed in kWh/day.

"$DC_{h,y}$" or **"Distribution Capacity**" shall mean estimated peak hourly offtake at the Distribution Domestic Exit Points in case of a daily equivalent temperature of -11°C for a considered Gas Year *y*, expressed in kWh/h.

"$DC_{h,y,cs}$" or **"Distribution Capacity**" shall mean estimated peak hourly offtake for a specific Customer Segment *cs* at the Distribution Domestic Exit Points in case of a daily equivalent temperature of -11°C for a considered Gas Year *y*, expressed in kWh/h.

"$DC_{m,cs,g,ARS}$" or **"Distribution Capacity**" shall mean capacity for Month *m*, for Customer Segment *cs* for Grid User *g* at Distribution Domestic Exit Point *ARS*, expressed in kWh/h.

"$DC_{m,cs,g}$" or **"Distribution Capacity**" shall mean capacity for Month *m*, for Customer Segment *cs* for Grid User *g*, expressed in kWh/h.

"$DC_{m,cs,g,f}$" or **"Distribution Capacity**" shall mean the forecasted capacity for Month *m*, for Customer Segment *cs* for Grid User *g*, expressed in kWh/h.

"Gas Allocation Rule" shall mean the formula that allocates the measured quantity of Natural Gas to the Grid User(s) active on the considered Domestic Exit Point.

"Gas Day Regime" shall mean the default regime that allows Grid Users to subscribe capacities on a Gas Day basis.

"Growth Factor" or **"GF_y"** shall mean the estimated yearly growth in offtakes of Natural Gas at the Distribution Network.

"GF_y" or **"Growth Factor"** shall mean the estimated yearly growth in offtakes of Natural Gas at the Distribution Network.

"$GRF_{ARS,h}$" or "GOS Residu Factor"– hourly value per ARS; factor calculated by the DGO that has to be applied to the allocations resulting from the SLP process in order to allocate fully the energy measurement at the relevant Distribution Domestic Exit Point.

"$IEF_{S30,y}$" or "Indicative Estimation Factor" shall mean the yearly indicative estimation factor for Customer Segment S30, calculated Gas Year *y* according to section 4.7.1.4.1~~4.7.1.4.1~~.

"$IEF_{S31,y}$" or "Indicative Estimation Factor" shall mean the yearly indicative estimation factor for Customer Segment S31, calculated for Gas Year *y* according to section 4.7.1.4.2~~4.7.1.4.2~~.

"$IEF_{S32,m}$" or "Indicative Estimation Factor" shall mean the monthly indicative estimation factor for Customer Segment S32, calculated for Gas Year *y* according to section 4.7.1.4.2~~4.7.1.4.2~~.

"$IEF_{S41,y}$" or "Indicative Estimation Factor" shall mean the yearly indicative estimation factor for Customer Segment S41, calculated for Gas Year *y* according to section 4.7.1.4.2~~4.7.1.4.2~~.

"$KCF_{cs,h}$" or "Climate Correction Factor" hourly value valid per Customer Segment; factor that has to be applied to the allocations resulting from the SLP process in order to take the real temperature into account.

"$PMV_{m,fc,S30}$" or **"Peak Metering Value"** shall mean hourly value for Month *m* for Final Customer *fc* of Customer Segment *S30.*

"PRISMA" is a joint capacity booking platform developed in the framework of the cooperation with other European TSO's~~, as detailed in article 3 of Appendix 1 of this Attachment.~~

"PRISMA GTC's" shall mean the General Terms and Conditions of PRISMA, available on the PRISMA website www.prisma-capacity.eu

"Service Allocation Rule" shall mean the rules for processing of Service Requests by the TSO.

"Service Confirmation" shall mean the confirmation of the availability and the pricing of the requested Transmission Service by the TSO towards the Grid User.

"Service Request" or "Transmission Service Request" shall mean a request for subscription of Transmission Services, submitted by a Grid User towards the TSO.

"$SYC_{fc,cs}$" or "Standard Yearly Consumption" shall mean the standard energy offtake of a given Final Customer belonging to a given Customer Segment.

"$SLP_{cs,h}$" or "Standard Load Profile" - hourly value per Customer Segment; as calculated by the SLP algorithm from the calendar parameters, as published yearly by Synergrid.

"Specific Conditions of a Subscription Window" shall mean the specific terms and conditions that apply to a particular Subscription Window.

"Subscribed Transmission Service" shall mean a Transmission Service that is subscribed by a Grid User.

"Subscription Window" shall mean window for asking services in accordance with the provisions of this Annex B and the "terms and conditions" of such a specific window.

"$XEA'_{h,cs,g}$" or **"Exit Energy Allocation"** shall mean hourly value for a Customer Segment *cs* for all Final Customers of Grid User *g*; expressed in kWh.

"$XEA'_{h,cs,g,ARS}$" or **"Exit Energy Allocation"** shall mean hourly value for a Customer Segment *cs* for a Distribution Domestic Exit Point *ARS* for all Final Customers of Grid User *g*; expressed in kWh.

"$XEM_{h,fc,S30}$" or **"Exit Energy Metering"** shall have the meaning as defined in Access Code for Transmission (ACT – Attachment A).

3. GENERAL

3.1. Registration as a Grid User

By entering in a Standard Transmission Agreement with the TSO, a party becomes a Grid User and can subscribe to Transmission Services by the TSO and participate to the Secondary Market.

A party (hereinafter called "the applicant") that wants to enter in a Standard Transmission Agreement with the TSO provides the TSO with the following information:

- The detailed identity of the applicant;
- In case the application is filed by a trustee, a proof of the mandate.

In case the information provided by the applicant is incomplete, the TSO informs the applicant within five working days after receipt of the incomplete application. The applicant is invited to complete the application.

In case the application is complete, the TSO sends the Standard Transmission Agreement for signature to the applicant within five working days after receipt of such application.

The applicant returns the signed Standard Transmission Agreement to the TSO within ten working days. As of receipt of the signed Standard Transmission Agreement, the applicant is considered as a Grid User.

If within ten working days no signed Standard Transmission Agreement was returned to the TSO, the application is cancelled.

3.2. Registration for PRISMA and the Electronic Booking System

Any Grid User who wants to send Service Requests through PRISMA or through the Electronic Booking System (hereafter EBS), is responsible for complying with the access requirements (e.g. install the required software), as set out in the ~~General Terms and Conditions of PRISMA (See available on the PRISMA website www.prisma-capacity.eu, Appendix 1 of this Attachment, hereafter the~~ PRISMA GTC's~~)~~ and in the Electronic Data Platform (ACT – Attachment H).

In order to be able to subscribe Services on PRISMA, the Grid User shall:

- accept the PRISMA GTC's with the operator of PRISMA. These are available on PRISMA website www.prisma-capacity.eu and are attached to this Attachment;
- have a valid Standard Transmission Agreement in force with the TSO.

In order to be able to subscribe Services on EBS, the Grid User shall:

- have a valid Standard Transmission Agreement in force with the TSO.
- appoint at least a Single Point of Contact (SPOC) as described in Attachment H – EDP.

4. PRIMARY MARKET

4.1. Subscription of Services

All Transmission Services offered on PRISMA can only to be requested by Grid User via PRISMA, as of 1 November 2015.

All other available Transmission Services can be subscribed by Grid User directly via the TSO by the mean of a Service Request either via the Electronic Booking System (see Attachment H) or in written (letter, fax, or e-mail), using a Service Request Form (see Attachment G. – Forms).

Transmission Services are offered as follow:

SERVICES		Subscription & Allocation
On Interconnection Points	Alveringem	PRISMA
	Blaregnies Segeo (together with Blaregnies Troll)	PRISMA
	Blaregnies Troll	PRISMA
	Blaregnies L	PRISMA
	Eynatten 1	PRISMA
	Eynatten 2	PRISMA
	Hilvarenbeek	PRISMA
	IZT	PRISMA
	Poppel L	Written only
	's Gravenvoeren	PRISMA
	Zandvliet H	PRISMA
	Zeebrugge Beach	PRISMA or EBS or written[1]
	Zelzate 1	PRISMA
	Zelzate 2	EBS or written
	ZPT	EBS or written
	Zeebrugge LNG Terminal	EBS or written
	Dunkirk LNG Terminal	EBS or written
	Quality conversion	Written only
	Loenhout	Implicit

[1] The Entry and Exit Transmission Services from and towards Zeebrugge Beach will be offered on PRISMA for Yearly, Quarterly and Monthly Auctions, but not for Daily or Within-day Auctions. After termination of the Monthly Auctions on PRISMA, Transmission Services from and towards Zeebrugge Beach can be subscribed on EBS until D-1 at midnight, and their subscription is confirmed instantly.

On Other Services	OCUC and Wheeling	Written only
	Zee Platform	Written only
	Cross Border Delivery Service	Written only
	Capacity Pooling[2]	Written only
Exit Service for End Users Domestic Exit Point		EBS or written
Exit Service for Distribution Domestic Exit Point		Implicit

In the following sections the Subscription and Allocation of Services is described

- Section 4.3~~4.3~~concerns the Services via Prisma
- Section 4.4 concerns the Services directly by the TSO in written
- Section 4.5 concerns the Services directly by the TSO via EBS
- Section 4.6 concerns other Services (in written form)
- Section 4.6.6~~4.6.6~~ concerns the implicit Allocation of Services by the TSO

In case of capacity allocation following a new investment, an open season may be organized (Article 5 of the Code of Conduct), according to the procedure described in section 4.8.

4.2. Rate Types

The following Rate Types are attributed as follows:

- For an Entry Service at an Interconnection Point with a Service Period which is a multiple of 12 consecutive calendar months, the Yearly Rate Type is attributed for the Service Period;[3]
- For an Entry Service at an Interconnection Point with a Service Period which is less than 12 consecutive calendar months, the Seasonal Rate Type is attributed for the Service Period;
- For an Entry Service at an Interconnection Point with a Service Period which is longer than a multiple of 12 consecutive calendar months, the Transmission Service is split up by the Transmission System Operator into[1]:
  - i. a Transmission Service with a Yearly Rate Type with a duration of a multiple 12 consecutive calendar months;
  - ii. a Transmission Service with a Seasonal Rate Type, for the remaining Service Period;
- For an Exit Service at an Interconnection Point with any Service Period, the Yearly Rate Type is attributed.

[2] See ACT – Attachment G: Forms for the Capacity Pooling Agreement

[3] Entry Services that are subject to a Wheeling Service or an Operational Capacity Usage Commitment (as set out in Attachment A) always have the Yearly Rate Type attributed. For Direct Line services, the same rules apply as for Exit Services at an End User Domestic Exit Point.

- For an Exit Service at an End User Domestic Exit Point with a requested Service Period which is a multiple of 12 consecutive calendar months, the Yearly Rate Type is attributed for the confirmed Service Period unless the Fix/Flex Rate Type has been subscribed as described in section 4.4.2.7;
- For an Exit Service at an End User Domestic Exit Point with a requested Service Period which is between 1 and 12 calendar month, the Seasonal Rate Type is attributed for the confirmed Service Period;
- For an Exit Service at an End User Domestic Exit Point with a requested Service Period which is less than one calendar month[4], the Short Term Rate Type is attributed ~~(applicable as from the related tariff for Short Term Services is approved by CREG and at earliest by 1 January 2016)~~ for the confirmed Service Period;
- For an Exit Service at an End User Domestic Exit Point with a Service Period which is longer than a multiple of 12 consecutive calendar months, the Requested Transmission Service is split up by the Transmission System Operator into:
    i. a Transmission Service with a Yearly Rate Type with a duration of a multiple of 12 consecutive calendar months;
    ii. a Transmission Service with a Seasonal Rate Type with a duration of the remaining multiple of calendar months;
- For Services towards the Distribution Network that are allocated by the TSO in accordance with section 4.7.1~~4.7.1~~, the Rate Type is always "Yearly".

If the capacity subscription at the Domestic Exit Point is less than 12 consecutive calendar months due to start-up or commissioning of the facilities connected the Transmission Grid (Start-Up and Commissioning), the Yearly Rate Type will apply for a maximum of 6 months and only when capacity requirements are not on regular basis.

4.3. Subscription and Allocation of Transmission Services at Interconnection Points via PRISMA

4.3.1. General

Entry and Exit Services at Interconnection Points which can only be subscribed via PRISMA, as detailed in section 4.1, will be offered and subscribed in the form of bundled products with the relevant Adjacent Transmission System Operators, as long as the capacities are made available by the Adjacent Transmission System Operator. Remaining available capacity at the Interconnection Points will be offered on PRISMA as unbundled product, whereby the same rules are applicable as for the bundled products.

[4] For example: the requested Service Period of a Transmission Service with 14/m/yy as Start Date and 13/m+1/yy as End Date is considered as one calendar month.

The Transmission Services are offered on PRISMA according to a calendar which is determined annually and published on ENTSOG website and reflected on PRISMA and on Fluxys Belgium websites as well.

The products, bundled or unbundled, are offered on PRISMA following standardized Service Periods,

- On yearly basis an auction for Gas Year products will be auctioned and this for the upcoming 15 Gas Years.
- On yearly basis an auction for quarterly products will be auctioned and this for the upcoming 4 Gas Quarter (starting on the 1st of October, 1st of January, 1st of April or the 1st of July respectively).
- On monthly basis an auction for the following Gas Month will be auctioned (from the 1st Gas Day to the last Gas Day of any calendar month).
- On daily basis the next Gas Day will be auctioned
- On hourly basis the within-day products will be auctioned, the services start within day and end at the end of the Gas Day.

In case of all Firm Capacity is subscribed during an Auction, a new subscription for Interruptible Services for the same duration will be organised after the closure of the Firm Auctions, according to the European-wide agreed calendar published by ENTSOG

Transmission Services offered on PRISMA by the TSO are allocated via Auctions as described in the PRISMA GTC's (~~Appendix 1 of this Attachment B~~available on the PRISMA website www.prisma-capacity.eu). The amount of capacities offered is published at www.prisma-capacity.eu before the beginning of each Auction.

An amount of 20 % of the technical capacity at each Interconnection Point shall be set aside and offered subject to the following provisions:

- an amount equal to 10 % of the technical capacity at each Interconnection Point shall be offered no earlier than in the yearly capacity Auction during the fifth Gas Year preceding the start of the relevant Gas Year; and
- a further amount equal to 10 % of the technical capacity at each Interconnection Point shall first be offered no earlier than the quarterly capacity Auction during the Gas Year preceding the start of the relevant Gas Year.

For the auctioning of yearly, quarterly and monthly Services, an ascending clock Auction algorithm is applied. For the auctioning of daily and within-day Services, a uniform price Auction algorithm is applied (for details, see PRISMA GT~~&~~C's ~~in the appendix 1 of this Attachment~~)

In case PRISMA is not available (planned or unplanned unavailability of PRISMA), the TSO keeps the possibility to offer the available capacity on the Electronic Booking System or in written form as the case may be and the Grid User has the right to send its Service Request directly to the TSO, using the appropriate Form (see ACT, Attachment G – Forms).

4.3.2. Auction Premium charged by TSO

For bundled Transmission Services, in case the Auction results in an Auction Premium, the Auction Premium will be charged by TSO, in accordance with attachment A of the Access Code for Transmission. The split factor of the premium between the TSO and the Adjacent TSO is described in the PRISMA GTC's ~~in the Appendix 1 of this Attachment B~~. This percentage is subject to the agreement between TSO and the concerned adjacent Transmission System Operator and to the approval by the respective concerned regulatory authorities.

For unbundled Transmission Services, in case the Auction results in an Auction Premium, the Auction Premium will be charged by TSO, in accordance with attachment A of the Access Code for Transmission.

4.3.3. Service Confirmation

In case the Capacity Service was allocated via PRISMA, the Service Confirmation is sent by the TSO once the results are communicated to him, and the TSO registers the Service as a Subscribed Transmission Service. No further signature is required.

4.4. Subscription and Allocation of Services - Direct process with TSO via written form

In line with the table of section 4.1, this section is applicable to all Services on Interconnection Points which are not offered on PRISMA and to End User Domestic Exit Points.

4.4.1. Service at Interconnection Points

4.4.1.1. Service Request

A Grid User can send a Service Request in written (letter, fax, or e-mail), using a Transmission Service Request form (see Attachment G – Forms).

In case the Service Request is incomplete the Grid User is invited to complete the Service Request. The TSO informs the Grid User:

- within 2 working days after receipt of the Service Request, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the Service Request, in case the requested Start Date is later than within 5 working days.

If complete, the Service Request is considered as binding to the Grid User.

4.4.1.2. Service Allocation Rule

As long as Firm and Backhaul Transmission Services are available at the Interconnection Points, the requested Transmission Services are allocated as Firm or Backhaul Transmission Services, in the order as they have been requested.

As set out in Congestion Management (ACT – Attachment E), Interruptible Transmission Services can also be allocated to the requested Transmission Services as a proactive congestion management procedure.

If and when offered on the considered Interconnection Point, Interruptible Transmission Services are commercialized and allocated in the order they have be subscribed.

4.4.1.3. Service Confirmation

If the Service Request is complete and taking into account the availability of the Requested Service and the Service Allocation Rule detailed in section 4.4.1.2~~4.4.1.2~~ the Transmission System Operator sends the Service Confirmation:

- within 2 working days after receipt of the complete Service Request, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the complete Service Request, in case the requested Start Date is later than within 5 working days.

The Service Confirmation contains at least the following information:

- Reference to the Standard Transmission Agreement;
- The confirmed Transmission Service with its characteristics;
- The confirmed start date and Service Period;
- The confirmed quantity of the Transmission Service;
- The Interconnection Point;
- The Rate Type;
- The Regulated Tariff applicable at the time of the Service Confirmation.

As the Service Request was sent in written, the Service Confirmation is also sent in written, using a Transmission Service Confirmation form (see. Attachment G– Forms) and has to be signed by the Grid User within the timing as set out in the Code of Conduct.

4.4.1.4. Service Subscription

Service Requests sent in written, will be registered by the TSO as a Subscribed Transmission Service after having received the Transmission Service Confirmation form signed by the Grid User:

- within 2 working days after receipt of the Confirmation Form, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the Confirmation Form, in case the requested Start Date is later than within 5 working days.

In case the Grid User did not return the signed Service Confirmation within the abovementioned timing, the Service Request is cancelled. In case the Service was already started, all related Fees remain due until such cancellation.

4.4.2. Subscription and Allocation of Services at End User Domestic Exit Points

4.4.2.1. Service Request

A Grid User can send a Service Request, in written (letter, fax, or e-mail), using a Transmission Service Request form (see Attachment G – Forms).

In case the Service Request is incomplete (see Attachment G - Forms) , the Grid User is invited to complete the Service Request. The TSO informs the Grid User:

- within 2 working days after receipt of the Service Request, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the Service Request, in case the requested Start Date is later than within 5 working days.

If complete, the Service Request is considered as binding to the Grid User.

4.4.2.2. Service Allocation Rule

Transmission Services at End User Domestic Exit Points are allocated in the order as they have been requested, on the condition that such requested Transmission Services are available, and taking into account the conditions as set out in Attachment E.

In case more capacity is requested than available at the End User Domestic Exit Point, the measures as set out in attachment E (ACT – Attachment E) are taken.

4.4.2.3. Service Confirmation

If Service Request was complete, and taking into account the availability of the Requested Service and the Service Allocation Rule detailed in section 4.4.2.2~~4.4.2.2~~., the TSO sends the Service Confirmation:

- within 2 working days after receipt of the complete Service Request, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the complete Service Request, in case the requested Start Date is later than within 5 working days.

The Service Confirmation contains at least the following information:

- Reference to the Standard Transmission Agreement;
- The confirmed Transmission Service with its characteristics;
- The confirmed Start Date and Service Period;
- The confirmed quantity of the Transmission Service;
- The Domestic Exit Point;

- The Rate Type;
- The Regulated Tariff applicable at the time of the Service Confirmation.

As the Service Request was sent in written, the Service Confirmation is also sent in written, using a Transmission Service Confirmation form (see. Attachment G– Forms) and has to be signed by the Grid User within the timing as set out in the Code of Conduct.

4.4.2.4. Allocation Agreement

The Transmission System Operator sends through the EBS an Allocation Agreement (see. Attachment G. – Forms) with the proposed Gas Allocation Rule to the End User of the End User Domestic Exit Point and to the involved Grid User(s) for signature through the EBS. Upon request of the End User, this Allocation Agreement document can be made anonymous when sent to multiple Grid Users, with the exception of the Allocation Agreement relating to Capacity Pooling Service. Upon request of the Grid User or End User, the Allocation Agreement can still be published on EBS. The Allocation Agreements signed by all involved parties are published on the EBS unless made anonymous.

In case the Allocation Agreement is not signed by End User and/or (one of) the involved Grid User(s) before the start date of the subscribed Transmission Service, the TSO contacts the End User. The provisional allocations (XEA_h) for the concerned End User Domestic Exit Point will be performed as indicated by the End User, until a signed Allocation Agreement is received by the TSO.

The TSO may in no case be held liable for the consequences of a non-signed Allocation Agreement. Grid User(s) having subscribed Transmission Services at an End User Domestic Exit Point, but not having signed the Allocation Agreement defends, holds harmless and indemnify the TSO from and against any demand or claim regarding the provisional allocations of the End User or of the other Grid User(s) involved at such End User Domestic Exit Point.

In case the Grid User wants to participate into a Capacity Pooling Agreement together with one or more other Grid User(s) at a Domestic Exit Point, the involved Grid Users shall sign a specific Allocation Agreement: a Capacity Pooling Agreement, using the Capacity Pooling Agreement form as set out in Forms (ACT – Attachment G).

4.4.2.5. Service Subscription

For Service Requests sent in written, the TSO registers the Service as a Subscribed Transmission Service after having received the Transmission Service Confirmation form signed by the Grid User:

- within 2 working days after receipt of the Confirmation Form, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the Confirmation Form, in case the requested Start Date is later than within 5 working days.

In case the Grid User did not return the signed Service Confirmation within the abovementioned timing, the Service Request is cancelled. In case the Service was already started, all related Fees remain due until such cancellation.

4.4.2.6. Link with Connection Agreement of considered End User

In case the Connection Agreement between the considered End User and the TSO is terminated, the Service Confirmation Form of the Grid User at the considered End User Domestic Exit Point shall be adjusted accordingly.

4.4.2.7. Subscription Window for Fix/Flex Rate Type

The Fix/Flex Rate Type can only be requested for a given End User Domestic Exit Point, for a whole calendar year, during a Subscription Window. This Subscription Window for Fix/Flex Rate Type will be organised on an annual basis and by default in November of the preceding year. All Grid Users will be informed in advance on the scheduled Subscription Window for Fix/Flex Rate Type.

During such Subscription Window for Fix/Flex Rate Type, a Grid User can send a Request in written (letter, fax, or e-mail) using a specific Transmission Service Request form for subscribing Services at End User Domestic Exit Points on which the Fix/Flex Rate Type can be selected (see Attachment G – Forms). This Transmission Service Request only allows for subscribing for a whole calendar year. .

In case this Service Request for a given End User Domestic Exit Point *XP* is complete, the previously subscribed Transmission Services for the applicable calendar year will be cancelled and replaced by the newly requested quantities for that calendar year. In case the previously subscribed Transmission Services for the applicable calendar year would be higher than the newly subscribed capacity, the difference will be invoiced at 100% of the applicable Regulated Tariff as a termination indemnity.

The Fix/Flex Rate Type:

- can only be attributed if all Grid Users active on the same End User Domestic Exit Point *XP* request the Fix/Flex Rate Type for the considered calendar year;
- cannot be combined with other Rate Types on the same End User Domestic Exit Point *XP*;
- can only be attributed on Transmission Services on End User Domestic Exit Points of the Firm Capacity Type;
- cannot be attributed if and for as long as the connection of the End User Domestic Exit Point is still covered by a bank guaranty on first request (“Bankgarantie op eerste verzoek”), as described in Attachment 8 of the Connection Agreement;
- cannot be attributed to Transmission Services on End User Domestic Exit Points outside the Subscription Window for Fix/Flex Rate Type.

In case the Fix/Flex Rate Type is attributed at a given End User Domestic Exit Point, no additional capacity can be subscribed at that End User Domestic Exit Point for the considered calendar year after the Subscription Window for Fix/Flex Rate Type.

4.4.2.8. Activation window for Calendar Day Regime

The Calendar Day Regime can only be requested for a given End User Domestic Exit Point, for a whole calendar year, during a pre-defined window of time. This activation window for Calendar Day Regime will be organised on an annual basis and by default in November of the preceding year. All Grid Users will be informed in advance on the scheduled activation window for Calendar Day Regime.

During such activation window for Calendar Day Regime, a Grid User can send a Request in written (letter, fax, or e-mail) using a specific Transmission Service Request form (see Attachment G – Forms) and request the Calendar Day Regime.

In case a complete Service Request for Calendar Day Regime is received for a given End User Domestic Exit Point *XP*, existing subscribed Transmission Services for the applicable calendar year will switch to Calendar Day Regime.

The Calendar Day Regime:

- can only be attributed if all Grid Users active on the same End User Domestic Exit Point *XP* request the Calendar Day Regime for the considered calendar year;
- cannot be combined with the standard Gas Day regime on the same End User Domestic Exit Point *XP* for the same calendar year;
- cannot be combined with the Fix/Flex Rate Type on an End User Domestic Exit Point;
- cannot be attributed to Transmission Services on End User Domestic Exit Points outside the activation window for Calendar Day Regime.

By default the Gas Day regime remains in place in case no request for the End User Domestic Exit Point is received.

For the avoidance of doubt, when the switch is made between Gas Day and Calendar Day Regime or vice versa, the overlap in Gas Day (31/12/Y) and calendar day (01/01/Y+1) will not give access to double the capacity nor will it lead to a double capacity fee.

4.5. Subscription and Allocation of Services – direct process with TSO via EBS

In line with the table of section 4.1, this section is applicable to all Services on Interconnection Points which are not offered on PRISMA and to End User Domestic Exit Points.

In case the Service Request is complete, the Service Request is considered as binding to the Grid User.

The response times to the Service Request via EBS are almost reduced to real-time if the requested Services[5] are completely available by the TSO and for the Domestic Exit Points no change to the Allocation Agreement is necessary before the capacity can be allocated towards the Grid User.

The Service Request via EBS is possible until midnight before the Start Date of the Service on the following Gas Day. The delay for processing the Service Request and the Service Confirmation are dependent of the process and communication systems.

No further signature is required, unless specific information to be communicated to the Grid User

The Confirmation of Services will be confirmed in written in case that the Service Request is not fully available. Then the delays for Service Confirmation are applicable, as described in section 4.4.1.3~~4.4.1.3~~ for Interconnection Points and in section 4.4.2.3~~4.4.2.3~~ for Domestic Exit Points.

In case that the Service Request also needs the signature of the Allocation Agreement for the Domestic Exit Point, then the Grid User will need to follow the procedure as described in 4.4.2.4~~4.4.2.4~~

4.6. Subscription and Allocation of other Services (in written only)

4.6.1. Wheeling and Operational Capacity Usage Commitment (OCUC)

4.6.1.1. Service Request

The TSO offers all Grid Users having Entry and Exit Services eligible, as provided for in ACT - Attachment A, for Wheeling or Operational Capacity Usage Commitments the possibility to convert a Wheeling or an Operational Capacity Usage Commitment with the TSO, under following restrictive conditions:

- Only yearly, quarterly and monthly Entry and Exit Services ~~allocated during Auctions on the PRISMA-platform for the yearly, quarterly and monthly products~~ can be converted[6]
- The Grid User has a period of 1 week, after ~~the closure of the annual~~ Auctions ~~for yearly and quarterly products and the monthly Auctions,~~the allocation of the capacity, to send in his request to convert the Entry and Exit Services into a Wheeling or an Operational Commitment Usage Capacity (as provided for in Attachment G – Forms). Both ~~Auction~~ Services must be newly acquired and equal in quantity.~~,~~ T~~t~~he period remains identical as initially contracted.

[5] The Service Request for Services at a Domestic Exit Point will be made available as from 1 January 2016 via EBS for Day-ahead capacity.

[6] Except for Dunkirk LNG where OCUC are offered associated with a Cross Border Delivery Service for the same Period Service which can be shorter than for ~~quarterly~~ monthly capacities.

The quantities, Interconnection Points, the duration and the tariff of the Wheeling or Operational Capacity Usage Commitments are indicated in the Wheeling or Operational Capacity Usage Commitment form, signed by Grid User and TSO (Attachment G – Forms).

In case the Service Request is incomplete, the Grid User is invited to complete the Service Request. The TSO informs the Grid User:

- within 2 working days after receipt of the Service Request, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the Service Request, in case the requested Start Date is later than within 5 working days.

4.6.1.2. Service Confirmation

If case the Service Request is complete, the TSO sends the Service Confirmation:

- within 2 working days after receipt of the complete Service Request, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the complete Service Request, in case the requested Start Date is later than within 5 working days.

The Wheeling or OCUC Service Confirmation contains at least the following information:

- Reference to the Standard Transmission Agreement;
- The Interconnection Points;
- The Regulated Tariff applicable at the time of the Service Confirmation.

The Service Confirmation is sent in written, and has to be signed by the Grid User within the timing as set out in the Code of Conduct.

4.6.1.3. Service Subscription

The TSO registers the Wheeling or OCUC as a Service after having received the Wheeling or OCUC Service Confirmation form signed by the Grid User:

- within 2 working days after receipt of the Confirmation Form, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the Confirmation Form, in case the requested Start Date is later than within 5 working days.

In case the Grid User did not return the signed Service Confirmation within the abovementioned timing, the Service Request is cancelled. In case the Service was already started, all related Fees remain due until such cancellation.

4.6.2. Quality Conversion H->L

4.6.2.1. Service Request

A Grid User can send a Quality Conversion Request in written (letter, fax, or e-mail) using a Transmission Service Request form (see Attachment G – Forms).

A Service Request for Quality Conversion Services contains at least the following information:

- Reference to the Standard Transmission Agreement;
- The requested Start Date;
- The requested Quality Conversion Service;
- In case of the Peak Load Quality Conversion Service, the requested quantity of standard bundled units of Peak Load and the requested quantity in case of the Base and Seasonal Load Quality Conversion Service.

In case the Service Request is incomplete, the Grid User is invited to complete the Service Request. The TSO informs the Grid User:

- within 2 working days after receipt of the Service Request, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the Service Request, in case the requested Start Date is later than within 5 working days.

4.6.2.2. Service Allocation Rule

On an annual rolling basis, a Subscription Window is organized with a period starting on 1/10/Y. The Peak Load services are offered on a yearly basis or a multiyear basis (up to 5 years can be offered) with 30/9/Y+N always as end date of the period. The Base Load and Seasonal Load Quality Conversion Services are offered on a yearly basis with 30/9/Y+1 always as end date of the period. All Grid Users will be informed in advance on the scheduled yearly Subscription Window on the quantities that will be made available and of the Specific Terms and Conditions of the Subscription Window. These Specific Terms and Conditions of the Subscription Window will be communicate to CREG and published on Fluxys Belgium's website.

Peak Load Quality Conversion Requests sent during the Subscription Window are allocated in proportion to the requested quantities with priority to the longest period. Since the Base Load and Seasonal Load Quality Conversion Services make use of the same physical capacities, capacities will be allocated pro rata the requested quantities of both services together.

After closing of a Subscription Window, the Quality Conversion Services that were not subscribed during the window can be subscribed on "first come first served" basis, subject to availability. This Quality Conversion Request sent after closing of the Subscription Window can have any start date (either before the 1/10/Y+1, but the end date is always 30/09/Y+1).

- Such Quality Conversion Services requested after closing of the Subscription Window are allocated in the order as they have been requested, and are subject to availability and to the required logistics (e.g. with nitrogen suppliers) which are typically arranged after the closing of the Subscription Window.
- Quality Conversion Requests for a service period later than 01/10/Y+1, sent before the Subscription Window, are not treated. For these Quality Conversion Requests, the Grid User is advised to re-submit the Quality Conversion Request during the Subscription Window.

4.6.2.3. Service Confirmation

If Service Request, received after the Subscription Window is complete, and taking into account the availability of the Requested Service and the Service Allocation Rule detailed in section 4.6.2.2~~4.6.2.2~~, the TSO sends the Service Confirmation:

- within 2 working days after receipt of the complete Service Request, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the complete Service Request, in case the requested Start Date is later than within 5 working days.

The Quality Conversion Confirmation contains at least the following information:

- Reference to the Standard Transmission Agreement;
- The confirmed Start Date;
- The confirmed End Date;
- The confirmed Quality Conversion Service;
- The confirmed quantity of the respective Quality Conversion Service;
- The Regulated Tariff applicable at the time of the Quality Conversion Confirmation for the respective Quality Conversion Service.

4.6.2.4. Service Subscription

For Quality Conversion Requests sent in written during or outside the Subscription Window, the TSO registers the Service as a Subscribed Transmission Service after having received the Quality Conversion Confirmation form signed by the Grid User:

- within 2 working days after receipt of the Confirmation Form, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the Confirmation Form, in case the requested Start Date is later than within 5 working days.

In case the Grid User did not return the signed Quality Conversion Confirmation within the abovementioned timing, the Service Request is cancelled. In case the Service was already started, all related Fees remain due until such cancellation.

4.6.3. Quality Conversion L->H

4.6.3.1. Service Request

A Grid User can send a Service Request in written (letter, fax, or e-mail), using a Transmission Service Request form (see Attachment G - Forms).

A Service Request contains at least the following information:

- Reference to the Standard Transmission Agreement;
- The requested Start Date and Service Period;
- The requested Quantity of the Quality Conversion L->H Service;

In case the Service Request is incomplete, the Grid User is invited to complete the Service Request. The TSO informs the Grid User:

- within 2 working days after receipt of the Service Request, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the Service Request, in case the requested Start Date is later than within 5 working days.

4.6.3.2. Service Allocation Rule

A Subscription Window is organized on an annual rolling basis, with a period starting on 1/10/Y. The service is offered on a yearly basis or a multiyear basis (up to 3 Gas Years can be offered) with 30/09/Y+N always as end date of the period. All Grid Users will be informed in advance on the scheduled yearly Subscription Window, on the quantities that will be made available and on the Specific Terms and Conditions of the Subscription Window. These Specific Terms and Conditions of the Subscription Window will be communicate to CREG and published on Fluxys Belgium's website. Quality Conversion Requests sent during the Subscription Window are allocated in proportion to the requested quantities with priority to the longest period.

After closing of a Subscription Window, the Quality Conversion L->H Services offered that are not subscribed during this window can be subscribed also for periods of less than one year. This Quality Conversion L->H Request sent after closing of the yearly Subscription Window can have any start date, and shall have at least a duration of one week.

- Such Quality Conversion L->H Services requested after closing of the Subscription Window are allocated in the order as they have been requested.
- Quality Conversion L->H Requests for a service period later than 30/09/Y+1, sent before the Subscription Window, are not treated. For these Quality Conversion L->H Requests, the Grid User is advised to resend the Quality Conversion Request during the Subscription Window.

4.6.3.3. Service Confirmation

If Service Request is complete, the Transmission System Operator sends the Service Confirmation within the timing as set out in the Code of Conduct, taking into account the availability of the Requested Service and the Service Allocation Rule, detailed in section 4.6.3.2~~4.6.3.2~~

The Service Confirmation contains at least the following information:

- Reference to the Standard Transmission Agreement;
- The confirmed Start Date and Service Period;
- The confirmed quantity of the Quality Conversion L->H Service;
- The Rate Type;
- The Regulated Tariff applicable at the time of the Service Confirmation.

The Service Confirmation is sent in written, using a Transmission Service Confirmation form (see Attachment G – Forms) and has to be signed by the Grid User within the timing as set out in the Code of Conduct.

4.6.3.4. Service Subscription

The TSO registers the Service as a Subscribed Transmission Service after having received the Transmission Service Confirmation form signed by the Grid User:

- within 2 working days after receipt of the Confirmation Form, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the Confirmation Form, in case the requested Start Date is later than within 5 working days.

In case the Grid User did not return the signed Service Confirmation within the abovementioned timing, the Service Request is cancelled. In case the Service was already started, all related Fees remain due until such cancellation.

4.6.4. Zee Platform

4.6.4.1. Service Request

A Grid User can send a Zee Platform Request in written (letter, fax, or e-mail) by the mean of the appropriate Service Request form (see Attachment G - Forms).

The Zee Platform Service Request specifies a Start Date but no End Date since the Zee Platform Service is subscribed for un unlimited Duration as of Start Date.

In case the Zee Platform Service Request is incomplete, the Grid User is invited to complete the Zee Platform Service Request. The TSO informs the Grid User:

- within 2 working days after receipt of the Zee Platform Service Request, in case the requested Start Date is within 5 working days or less;

- within 5 working days after receipt of the Zee Platform Service Request, in case the requested Start Date is later than within 5 working days.

4.6.4.2. Service allocation rule

Zee Platform Requests are allocated in the order as they have been requested, on the conditions as set out in Attachment A.

4.6.4.3. Service Confirmation

If Service Request was complete, and taking into account the availability of the Requested Service and the Service Allocation Rule, detailed in section 4.6.4.2~~4.6.4.2~~, the TSO sends the Service Confirmation:

- within 2 working days after receipt of the complete Service Request, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the complete Service Request, in case the requested Start Date is later than within 5 working days.

The Zee Platform Service Confirmation contains at least the following information:

- Reference to the Standard Transmission Agreement;
- The confirmed Start Date;
- The Zee Platform Interconnection Points;
- The Regulated Tariff applicable at the time of the Service Confirmation.

The Service Confirmation is sent in written, and has to be signed by the Grid User within the timing as set out in the Code of Conduct.

4.6.4.4. Service Subscription

The TSO registers the Zee Platform Service as a Subscribed Transmission Service after having received the Zee Platform Service Confirmation form signed by the Grid User:

- within 2 working days after receipt of the Confirmation Form, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the Confirmation Form, in case the requested Start Date is later than within 5 working days.

In case the Grid User did not return the signed Service Confirmation within the abovementioned timing, the Service Request is cancelled. In case the Service was already started, all related Fees remain due until such cancellation.

4.6.5. Subscription and Allocation of Cross Border Delivery Service and its associated Entry, Exit and/or OCUC Services at an Interconnection Point

The Cross Border Delivery Service at an Interconnection Point is only offered jointly with its associated Transmission Services at the same Interconnection Point being

either Entry, Exit or OCUC Services. Both Transmission Services shall have the same capacity type.

4.6.5.1. Service Request

A Grid User can send a Service Request in written (letter, fax, or e-mail) using a Transmission Service Request form (see. Attachment G. – Forms).

In case the Service Request is incomplete or incorrect, the Grid User is invited to complete the Service Request. The TSO informs the Grid User within 5 working days after receipt of the Service Request.

4.6.5.2. Service Allocation Rule

Upon receipt of a complete Service Request Form for Transmission Services, TSO allocates jointly the Cross Border Delivery Service and its associated Entry, Exit or OCUC Services at the requested Interconnection Point for as far as

- the same amount of Cross Border Capacity can be allocated to TSO on the grid of the Adjacent TSO
- the associated Entry, Exit or OCUC capacities are available on the Fluxys Belgium's grid.

The requested Transmission Services are allocated in the order as they have been requested.

4.6.5.3. Service Confirmation

If the Service Request is complete and taking into account the availability of the Requested Transmission Services (Cross Border Delivery Service together with its associated Entry, Ext or OCUC Services) as well as the Service Allocation Rule detailed in section 4.4.1.2~~4.4.1.2~~, the Transmission System Operator sends the Service Confirmation within 5 working days after receipt of the complete Service Request.

The Service Confirmation contains at least the following information:

- Reference to the Standard Transmission Agreement;
- The confirmed Transmission Services (Cross Border Delivery Service and associated Entry, Exit or OCUC Services at the same Interconnection Point);
- The confirmed start dates and services duration;
- The confirmed quantity of Transmission Services (Cross Border Delivery Service and its associated Entry, Exit or OCUC Services);
- The Interconnection Point;

The Service Confirmation is sent in written, using a Transmission Service confirmation form (see. Attachment G – Forms) and has to be signed by the Grid User within the timing as set out in the Code of Conduct.

4.6.5.4. Service Subscription

The TSO registers the Cross Border Delivery Service and the associated Entry, Exit or OCUC Services after having received the Service Confirmation form signed by the Grid User within 5 working days after receipt of the Confirmation form.

In case the Grid User did not return the signed Service Confirmation within the abovementioned timing, the Service Request is cancelled. In case the Service was already started, all related Fees remain due until such cancellation.

4.6.6. Capacity Pooling Services

A Grid User can send a Capacity Pooling Request Request in written (letter, fax, or e-mail) by the mean of the appropriate Service Request form (see Attachment G - Forms).

In case the Capacity Pooling Service Request is incomplete, the Grid User is invited to complete the Capacity Pooling Service Request. The TSO informs the Grid User:

- within 2 working days after receipt of the Capacity Pooling Service Request, in case the requested Start Date is within 5 working days or less;
- within 5 working days after receipt of the Capacity Pooling Service Request, in case the requested Start Date is later than within 5 working days.

The Capacity Pooling Agreement contains only the specific clauses of the agreement (framework agreement between the parties). The different data on the End User Domestic Exit Point, the different roles of Network Users in the Capacity Pooling Service (Grid User designated as priority or the Grid User responsible for the capacity), the Start Date of the Service and Service Period of the Capacity Pooling Service shall be determined in the different Allocation Agreements, as described in Appendix 1 of the Capacity Pooling Agreement (see Appendix G - Forms).

Requests for the Capacity Pooling Service are allocated as requested, under the conditions provided in Annex 1 of the Capacity Pooling Agreement.

4.7. Transmissions Services with implicit Allocation from the TSO

4.7.1. Subscription and Allocation of Services at Distribution Domestic Exit Points

There is no explicit subscription for Exit Services towards the Distribution Domestic Exit Points. Transmission Services towards Distribution Domestic Exit Points are allocated on a monthly basis by the Transmission System Operator to the Grid Users.

The capacity towards Distribution Domestic Exit Points (hereinafter referred to as “Distribution Capacity”) is determined on a yearly basis, based on the winter analysis of the last 5 years and taking into account the Growth Factor. These Transmission Services are allocated to the Grid Users on a monthly basis, based on their market shares per Customer Segment and per Aggregated Receiving Station.

4.7.1.1. Distribution Capacity & Distribution Capacity per Customer Segment

The daily Distribution Capacity to supply the Distribution Network in Belgium is determined annually by May 15 for the upcoming Gas Year, in function of the winter analysis (November y-1 until and including February y), using the least squares methodology for calculating the requirement at an Equivalent Temperature of -11°C with a risk of 1 %, taking into account the daily Distribution Capacity during the last 5 years and a Growth Factor (GF_y). The daily Distribution Capacity for the upcoming year is equal to the maximum of the daily Distribution Capacity of the last 5 years ($DC_{d,y}$). The new daily Distribution Capacity enters into force on October 1st of the considered year.

$$DC_{d,y} = \max\left(DC_{d,y-1}; DC_{d,y-2}; DC_{d,y-3}; DC_{d,y-4}; DC_{d,y-5}\right) x (1 + GF_y)$$

This daily value is converted to an hourly value ($DC_{h,y}$)based on the observed historical daily/hourly ratio.

Such a winter analysis, but with a 50 % risk, is done as well in order to determine the daily global capacity level for each Customer Segment ($DC_{d,y,S30}$, $DC_{d,y,S31}$, $DC_{d,y,S32}$, $DC_{d,y,S41}$).

The hourly Distribution Capacity ($DC_{h,y}$) is distributed proportionally to the daily Distribution Capacity per Customer Segment *cs*, in order to obtain an hourly Distribution Capacity per Customer Segment ($DC_{h,y,S30}$, $DC_{h,y,S31}$, $DC_{h,y,S32}$, $DC_{h,y,S41}$).

$$DC_{h,y,cs} = DC_{h,y} \; x \frac{DC_{d,y,cs}}{\sum DC_{d,y,cs}}$$

4.7.1.2. Monthly allocation of Transmission Services between active Grid Users

4.7.1.2.1. Telemetered Final Customers

S30 Final Customers are telemetered by the Distribution Grid Operator. For each S30 Final Customer *fc*, the Peak Metering Value ($PMV_{m,fc}$) for month *m* is determined based on the maximum validated[7] Exit Energy Metering ($XEM'_{h,fc}$) of the last 12 months for the considered Final Customer *fc*. Each S30 Final Customer is located at a Distribution Network.

$$PMV_{m,fc,S30} = \max_{last\ 12\ months}\left(XEM'_{h,fc,S30}\right)$$

Each S30 Final Customer is linked to one Grid User. The sum of the Peak Metering Values of the S30 Final Customers in the customer portfolio of a Grid User *g* for month *m* ($PMV_{m,fc,S30}$), multiplied by the Distribution Capacity for the S30 Customer Segment, divided by the Peak Metering Values of all S30 Final Customers, gives the Transmission Services allocated to the considered Grid User g ($DC_{m,S30,g}$) for the S30 Customer Segment for the considered month *m*.

[7] Validated metered data by DGO when first allocation is sent to the TSO

$$DC_{m,S30,g} = \frac{\sum_{All\ fc\ of\ g} PMV_{m,fc,S30}}{\sum_{all\ S30\ fcs} PMV_{m,fc,S30}} x\ DC_{h,y,S30}$$

4.7.1.2.2. S32 Profiled Final Customers

Transmission Services for the S32 Customer Segment *cs* ($DC_{,m,S32,g}$) are allocated, for each month *m* of the whole year, to the Grid User *g* in proportion to the commodity allocations of the Customer Segment *cs* ($XEA'_{h,cs}$) during the months January and February of the considered year, as allocated by the Distribution Grid Operator, in the customer portfolio of this Grid User *g*[8] .

$$DC_{m,S32,g} = DC_{h,y,S32}\ x \frac{\sum_{\substack{All\ hours\ of\ months \\ January\_February}} XEA'_{h,S32,g}}{\sum_{All\ Grid\ Users} \left[\sum_{\substack{All\ hours\ of\ months \\ January\_February}} XEA'_{h,S32,g} \right]}$$

4.7.1.2.3. Other Profiled Final Customers (S31 and S41)

Transmission Services for the S31 and S41 Customer Segment *cs* are allocated to the Grid User *g* in proportion to the total commodity allocations of the Customer Segment *cs* ($XEA'_{h,cs}$) during the considered month *m*, as allocated by the Distribution Grid Operator, in the customer portfolio of this Grid User *g* for the considered Customer Segment ($DC_{m,S31,g}$, $DC_{m,S41,g}$).

$$DC_{m,S31,g} = DC_{h,y,S31}\ x \frac{\sum_{All\ hours\ of\ month\ m} XEA'_{h,S31,g}}{\sum_{All\ Grid\ Users} \left[\sum_{All\ hours\ of\ month\ m} XEA'_{h,S31,g} \right]}$$

$$DC_{m,S41,g} = DC_{h,y,S41}\ x \frac{\sum_{All\ hours\ of\ month\ m} XEA'_{h,S41,g}}{\sum_{All\ Grid\ Users} \left[\sum_{All\ hours\ of\ month\ m} XEA'_{h,S41,g} \right]}$$

4.7.1.3. Allocation Transmission Services per Customer Segment per Grid User on ARS level

The monthly Distribution Capacity per Grid User per Customer Segment ($DC_{m,S30,g}$, $DC_{m,S31,g}$, $DC_{m,S32,g}$, $DC_{m,S41,g}$) is distributed per ARS (Aggregated Receiving Station) on a monthly basis ($DC_{m,S30,g,ARS}$, $DC_{m,S31,g,ARS}$, $DC_{m,S32,g,ARS}$, $DC_{m,S41,g,ARS}$).

4.7.1.3.1. Telemetered Final Customers

[8] The portfolio can be transferred only in totality from one Grid User to another during the current calendar year

Each Final Customer is connected to one ARS. The monthly S30 Distribution Capacity of a Grid User ($DC_{m,S30,g}$) is distributed to the ARSs proportionally to the sum of the monthly Peak Metering Values ($PMV_{m,fc,S30,g}$) of Final Customers *fc* in the customer portfolio of Grid User *g* on the considered ARS.

$$DC_{m,S30,g,ARS} = DC_{m,S30,g} \; x \; \frac{\sum_{All\ fc\ of\ considered\ ARS} PMV_{m,fc,S30,g}}{\sum_{All\ fc\ of\ all\ ARSs} PMV_{m,fc,S30,g}}$$

4.7.1.3.2. S32 – Profiled final Customers

The Distribution Capacity S32 Customer Segment for a Grid User *g* ($DC_{m,S32,g}$), for each month, is distributed to the different ARSs in proportion of the monthly commodity allocation of the months January and February of the considered year per ARS ($XEA'_{h,cs,g,ARS}$), as allocated by the Distribution Grid Operator.

$$DC_{m,S32,g,ARS} = DC_{m,S32,g} \; x \; \frac{\sum_{\substack{All\ hours\ of\ month\ for\ the\ considered\ ARS \\ for\ months\ January\ and\ February}} \left[XEA'_{h,S32,g,ARS} \right]}{\sum_{All\ ARSs} \left[\sum_{\substack{All\ hours\ of\ months \\ January\ and\ February}} \left[XEA'_{h,S32,g,ARS} \right] \right]}$$

4.7.1.3.3. Others Profiled Final Customers (S31 & S41)

The Distribution Capacity for respectively S31 and S41 for a Grid User *g* ($DC_{m,S31,g}$, $DC_{m,S41,g}$) is distributed to the different ARSs in proportion of the monthly commodity allocation of the considered segment per ARS ($XEA'_{h,cs,g,ARS}$), as allocated by the Distribution Grid Operator.

$$DC_{m,S31,g,ARS} = DC_{m,S31,g} \; x \; \frac{\sum_{All\ hours\ of\ month\ for\ the\ considered\ ARS} \left[XEA'_{h,S31,g,ARS} \right]}{\sum_{All\ ARSs} \left[\sum_{All\ hours\ of\ month} \left[XEA'_{h,S31,g,ARS} \right] \right]}$$

$$DC_{m,S41,g,ARS} = DC_{m,S41,g} \; x \; \frac{\sum_{All\ hours\ of\ month\ for\ the\ considered\ ARS} \left[XEA'_{h,S41,g,ARS} \right]}{\sum_{All\ ARSs} \left[\sum_{All\ hours\ of\ month} \left[XEA'_{h,S41,g,ARS} \right] \right]}$$

4.7.1.4. Estimation of the Monthly allocated Transmission Services per active Grid Users

The Distribution Capacity is allocated on a monthly basis to Grid Users using definitive Energy Allocation information. Therefore the monthly Distribution Capacity per Grid User per Customer Segment (and per ARS) can only be computed and communicated after the month. In order to allow Grid Users estimating such monthly Distribution Capacity, the TSO will determine indicative estimation factors, valid for the upcoming Gas Year (Oct Y – Sep Y+1). Those indicative estimation factors are provided for information purposes only and are not binding towards the TSO, as regards to the effectively allocated Distribution Capacity. Those factors will be reviewed at least annually by May 15th and published on the website of the TSO.

4.7.1.4.1. Telemetered Final Customers

For telemetered Final Customers, Grid Users will be able to estimate the monthly forecasted S30 Distribution Capacity ($DC_{m,S30,g,f}$) for each month of the upcoming Gas Year, as the sum of the monthly Peak Metering Values ($PMV_{m,fc,S30,g}$) of Final Customers *fc* in the estimated customer portfolio of Grid User *g*[9] multiplied by the yearly Indicative Estimation Factor for S30 customer segment ($IEF_{S30,y}$) applicable for such Gas Year.

$$DC_{m,S30,g,f} = \left(\sum_{All\ fc\ of\ g} PMV_{m,fc,S30} \right) \Big|_{\text{Estim. for month m by Grid USer}} x\ IEF_{S30,y}$$

The yearly Indicative Estimation Factor for S30 customer segment ($IEF_{S30,y}$), calculated by May of Year Y and applicable for the upcoming Gas Year (Oct Y – Sep Y+1) is obtained by the division of the Distribution Capacity for the S30 Customer Segment ($DC_{h,y,S30}$) by the sum of the Peak Metering Values determined for the month February of the relevant year Y ($PMV_{Feb,fc,S30,g}$) of all Final Customers *fc*, as defined in 4.7.1.2.1~~4.7.1.2.1~~.

$$IEF_{S30,y} = \frac{DC_{h,y,S30}}{\sum_{All\ fc} PMV_{Feb,fc,S30}}$$

4.7.1.4.2. S32 profiled Final Customers

For S32 profiled Final Customers, Grid Users will be able to estimate the monthly forecasted Distribution Capacity ($DC_{m,cs,g,f}$) for each month of the upcoming Calendar Year, as the sum of the estimated consumption during January and February of Final Customers *fc* in Customer Segment cs in the estimated customer portfolio of Grid User *g*[10] divided the yearly Indicative Estimation Factor for Customer Segment S32 ($IEF_{y,S32}$) that applies to that Gas Year

[9] The estimation of such customer portfolio is the responsibility of the Grid User.
[10] The estimation of such customer portfolio is the responsibility of the Grid User.

$$DC_{m,S32,g,f} = \frac{\left(\sum_{\substack{All\ fc\ of\ g \\ during\ January\ and\ February}} XEA_{fc,S32} \right)\Big|_{\text{Estim by Grid User}}}{IEF_{S32,y}}$$

The yearly Indicative Estimation Factor for S32 Customer Segment ($IEF_{S32,y}$), calculated by May of Year Y and applicable for the upcoming Gas Year (Oct Y – Sep Y+1) is obtained by the division of the Distribution Capacity for the S32 Customer Segment ($DC_{h,y,S32}$) by the sum of the hourly Exit Allocations during the months January and February, of all Final Customers *fc*, as defined in 4.7.1.2.2~~4.7.1.2.2~~.

$$IEF_{S32,y} = \frac{\sum_{\substack{All\ fc\ and\ hours\ h\ of \\ January\ and\ February}} XEA'_{h,,fc,S32}}{DC_{h,y,S32}}$$

4.7.1.4.3. Other Profiled Final Customers (S31& S41)

For profiled Final Customers (in Customer Segments S31 and S41), Grid Users will be able to estimate the monthly forecasted Distribution Capacity ($DC_{m,cs,g,f}$) for each month of the upcoming Gas Year, as the sum for such month of the Standard Yearly Consumption ($SYC_{fc,cs}$) of Final Customers *fc* in Customer Segment cs in the estimated customer portfolio of Grid User *g*[11] divided by the relevant estimation factor, namely the yearly Indicative Estimation Factor for Customer Segment S31 ($IEF_{y,S31}$) and the yearly Indicative Estimation Factor for Customer Segment S41 ($IEF_{y,S41}$).

$$DC_{m,S31,g,f} = \frac{\left(\sum_{All\ fc\ of\ g} SYC_{fc,S31} \right)\Big|_{\text{Estim. for month m by Grid USer}}}{IEF_{S31,y}}$$

$$DC_{m,S41,g,f} = \frac{\left(\sum_{All\ fc\ of\ g} SYC_{fc,S41} \right)\Big|_{\text{Estim. for month m by Grid User}}}{IEF_{S41,y}}$$

The yearly Indicative Estimation Factor for Customer Segment S31 and S41 ($IEF_{S31,y}$ and $IEF_{S41,y}$), calculated at least annually by May 15 of Year Y and applicable for the upcoming Gas Year (Oct Y – Sep Y+1), are obtained by the division of the observed total Standard Yearly Consumption over the period March Y-1 – Feb Y for such Customer Segment, by Distribution Capacity for the such Customer Segment ($DC_{h,y,S31}$ or $DC_{h,y,S41}$).

[11] The estimation of such customer portfolio is the responsibility of the Grid User.

The observed total Standard Yearly Consumption is obtained by avereging over each hours *h* over the period March Y-1 – Feb Y and over all ARS, the division of the final hourly Energy Allocation per Customer Segment *cs* and per ARS ($XEA'_{ARS,cs,h}$) by the Climate Correction Factor for such hour (KCF_h), the Standard Load Profile for such hour and Customer Segment ($SLP_{cs,h}$) and the GOS Residu Factor for such hour and such ARS ($GRF_{ARS,h}$).

$$IEF_{S31,y} = \frac{average\left(\sum_{allARSs} \left[\frac{XEA'_{ARS,S31,h}}{(KCF_{S31,h} x SLP_{S31,h} x GRF_{ARS,h})} \right] \right)\Big|_{all\ hours\ of\ previous\ year}}{DC_{h,y,S31}}$$

$$IEF_{S41,y} = \frac{average\left(\sum_{allARSs} \left[\frac{XEA'_{ARS,S41,h}}{(KCF_{S41,h} x SLP_{S41,h} x GRF_{ARS,h})} \right] \right)\Big|_{all\ hours\ of\ previous\ year}}{DC_{h,y,S41}}$$

4.7.2. Subscription and Allocation of Services at the Installation Point Loenhout

Transmission Services at the Installation Point Loenhout are allocated by the TSO, in accordance to the Subscribed Storage Services at the Storage Installation of Loenhout:

- The allocated Firm Entry Services from the Installation Point Loenhout are equal to the Subscribed Firm Withdrawal Services.
- The allocated Operational Interruptible Entry Services towards the Installation Point Loenhout are equal to the Subscribed Conditional Withdrawal Services.
- The allocated Firm Exit Services towards the Installation Point Loenhout are equal to the Subscribed Firm Injection Services.
- The allocated Operational Interruptible Exit Services towards the Installation Point Loenhout are equal to the Subscribed Conditional Injection Services.
- In case a Grid User has insufficient Entry or Exit Transmission Services in order to have a DAM/NNS quantity at the Storage Installation of Loenhout transmitted to/from the Transmission Grid, the TSO will allocate the corresponding required Firm Entry or Exit Transmission Service to the Grid User for the corresponding Gas Day.
- In case additional injection and/or additional Withdrawal services are offered at the Installation Point Loenhout, the corresponding Exit and/or Entry services will be allocated equally in accordance with the nature (Firm or Operational Interruptible) of the additional Storage Services.

4.8. Open Season Procedure

An open season is organized in the following steps:

- an information memorandum is published on the website and sent to all Grid Users, and contains the following information:
  i. the envisaged investment project;
  ii. the envisaged milestones and deadlines of the project;
  iii. the methodology for the determination of the capacity type, the duration and the indicative quantity of the offered Transmission Services;
  iv. the methodology for the allocation of the capacity created by the envisaged investment project by the TSO;
  v. the applicable selection criteria in case demand exceeds supply for the Transmission Services
  vi. the forms by which Transmission Services can be requested and by which the TSO can confirm Transmission Services in the framework of this open season.
- Non-binding requests:
  i. In case a party wants to participate to the open season, the confidentiality agreement has to be signed and the quantities and Transmission Services the party is interested in have to be indicated in a non-binding request before closure of the deadline specified in the information memorandum;
  ii. The TSO gathers all non-binding requests and adjusts the envisaged investment project if required;
  iii. Parties showing interest to subscribe to Transmission Services in the framework of an open season procedure sign a letter of intent, before closure of deadline specified in the information memorandum;
- Binding commitments:
  i. Parties wanting to subscribe to Transmission Services and complying with the selection criteria as indicated in the information memorandum, should register as a Grid User before closure of the specified deadline;
  ii. In order to subscribe to Transmission Services in the framework of an open season, the Grid User sends a Service Request using the request form as specified in the information memorandum.

iii. The TSO sends a Service Confirmation using the form as specified in the information memorandum and asks the Grid User to countersign this form before closure of the specified deadline.

5. SECONDARY MARKET

5.1. General rules for the Secondary Market

The following conditions apply to trading of Transmission Services on the Secondary Market:

- in order to sell Transmission Services on the Secondary Market, a party must be a Grid User[12];
- all Transmission Services subscribed on the Primary Market or traded on the Secondary Market can be (re-)traded on the Secondary Market;
- a trade of Transmission Services on the Secondary Market takes place by an assignment and must either entail the transfer of all rights and obligations associated therewith (full assignment) or a transfer of all rights and obligations except for the payment obligation of the Monthly Capacity Fee and the Monthly Variable Flex Fee (assignment with retained payment obligation);
- the nature of Transmission Services is not impacted by trading on the Secondary Market (e.g. a Firm Transmission Service subscribed on the Primary Market must remain a Firm Transmission Service of the Secondary Market);
- bundled Transmission Services, acquired as part of a bundled product, must be sold as a bundle since bundled products should remain bundled and cannot be sold separately;
- Cross Border Delivery Service and its associated Entry, Exit or OCUC Services must be sold together;
- the minimum period for a trade of a Transmission Service is one (1) Gas Day;
- the maximum period for a trade of a Transmission Service is limited to the end of the Service Period of the considered Transmission Service;
- note that for Transmission Services on an End User Domestic Exit Point where the Fix/Flex Rate Type is attributed, the transfer of all rights and obligations associated therewith (full assignment) is only possible if the Grid User does this transfer for all subscribed Transmission Services on that End User Domestic Exit Point for that calendar year. For the avoidance of doubt, on an End User Domestic Exit Point where the Fix/Flex Rate Type is attributed, transfer of part of the Transmission Services and transfer for a limited period of time remains

[12] The TSO can also buy Transmission Services on the Secondary Market, for example in the framework of the buy-back procedure as Congestion Management

possible under the transfer of all rights and obligations except for the payment obligations (assignment with retained payment obligation).

Grid Users can also trade capacity on the Secondary Market Platform PRISMA. In order to be able to trade products on PRISMA, the Grid User shall:

- Accept the standard PRISMA GTC's ~~Terms and Conditions ("Prisma T&Cs")~~ with the operator of PRISMA, which are available on PRISMA website www.prisma-capacity.eu ~~attached to this Attachment B~~;
- have a valid Standard Transmission Agreement in force with the TSO.

5.2. Secondary Market Procedures

5.2.1. Over-the-counter assignments in written

- If parties wish to trade Transmission Services directly amongst one another on the Secondary Market, the following procedure applies, both in case of full assignment, as in assignment with retained payment obligation:

1. The assignor and assignee mutually agree upon the assignment of Transmission Services on the Secondary Market;
2. The assignor or assignee notifies the Transmission System Operator in written (letter, fax, or e-mail) of the Transmission Services that are to be assigned from the assignor to the assignee, using an Assignment Form (see. Attachment G - Forms) duly signed by both parties, specifying amongst others quantity, period, price and details on Transmission Service~~,~~;
3. In case the Assignment Form is incomplete, the Transmission System Operator asks to complete the Assignment Form;
4. In case the Assignment Form is complete, the Transmission System Operator registers the Assignment and sends the countersigned Assignment Form to Assignor and Assignee (see Attachment G.: Forms):
    - within 2 working days after receipt of the complete Assignment Form, in case the requested Start Date is within 5 working days or less;
    - within 5 working days after receipt of the complete Assignment Form, in case the requested Start Date is later than within 5 working days.

5.2.2. Over-the-counter assignments via PRISMA

The TSO enables parties to notify an over-the-counter assignment through the PRISMA Secondary Market Platform. Full assignment is only possible insofar no Auction Premium is due on the Service or a specific Service is identified. The procedure is the following:

1. The assignor and assignee mutually agree upon the assignment of Transmission Services on the Secondary Market;

2. The assignor or assignee enters the assignment on the PRISMA Secondary Market Platform, specifying amongst others the quantity, period, details on Transmission Service, and the price that is due to the assignor by the assignee in case of assignment with retained payment (the Regulated Tariff is applicable for full assignment);
3. The other party (assignee or assignor) confirms the assignment that was registered by the first party (assignor or assignee) in the PRISMA Secondary Market Platform;
4. the TSO checks and registers the assignment;
5. assignor and assignee are notified by the TSO via the PRISMA Secondary Market Platform that the assignment was registered;
6. The TSO publishes amongst others the quantity, the period, the details of the Transmission Services and the price.

5.2.3. Anonymous assignments via PRISMA

The TSO organizes the Secondary Market such that a Grid User has the possibility to propose Transmission Services he wishes to trade (i.e. buy or sell) on the Secondary Market and allows interested Grid Users to respond to this proposal. Full assignment is only possible insofar no Auction Premium is due on the Service or a specific service is identified.

1. a party enters an proposal (either for sale or purchase) and specifies quantity, period, details on the Transmission Service and the proposed price that would be due to the assignor by the assignee on the PRISMA Secondary Market Platform in case of assignment with retained payment (the Regulated Tariff is due for full assignment) ;
2. another party responds to the proposal on the PRISMA Secondary Market Platform and specifies quantity, period and, if applicable, also details on the Transmission Service and possibly another proposed price that would be due to the assignor by the assignee;
3. a deal is concluded once both parties agree on all aspects of the trade: quantity, period, details on the Transmission Service and the price due to the assignor by the assignee;
4. the TSO checks and registers the assignment;
5. assignor and assignee are notified by the TSO via the PRISMA Secondary Market Platform that the assignment was registered;
6. The TSO publishes amongst others the quantity, the period, the details of the Transmission Services and the price.

General Terms and Conditions for Use of the PRISMA Capacity Platform

1 October 2015

A. General Provisions

Article 1 Definitions

Unless the context requires otherwise, the capitalised words, expressions and abbreviations used in these GTCs which are not defined in Regulation EC No. 715/2009 and/or Directive 2009/73/EC will have the meaning given to them in the Glossary.

Article 2 Scope of application

1. These GTCs shall govern the conditions for the use of the PRISMA Capacity Platform by Shippers and their Users.
2. Any conflicting, deviating and/or supplementary provision provided by the Shipper with regard to the scope of these GTCs, including but not limited to the Shipper's special or general contractual terms and conditions, are hereby expressly rejected.

Article 3 PRISMA Capacity Platform

1. At www.prisma-capacity.eu, PRISMA provides the internet platform PRISMA Capacity Platform at which primary and secondary entry and exit capacities of the TSOs are marketed.
2. The PRISMA Capacity Platform itself serves as a booking and trading platform on a primary and secondary market. Fulfilment and processing of the entry/exit capacity contracts between TSOs and Shippers take place outside the PRISMA Capacity Platform. PRISMA itself does not offer any capacity rights and does not become a party to any capacity contracts or transfer of capacity contracts and is not responsible for the offering and arrangement of the corresponding capacity products.
3. Information regarding the booking and trading results are published in compliance with Art. 30.

4. Shippers and Users are not allowed to execute through PRISMA any transaction in Financial Instruments. If nevertheless PRISMA finds that a Shipper and/or its User(s) try to execute a transaction in Financial Instruments, the respective OTC-trades and/or Trade Proposal(s) shall be rejected and the Shipper and its User(s) may be deactivated from the secondary market functionalities on the PRISMA Capacity Platform pursuant to Art. 24 and 25.

Article 4 Use of the PRISMA Capacity Platform

1. A successful registration of the Shipper and its User(s) on the PRISMA Capacity Platform and approval of the Shipper and its User(s) via the PRISMA Capacity Platform by the TSO are requirements for the use of the PRISMA Capacity Platform.
2. Registration on the PRISMA Capacity Platform and approval by TSO are subject to the provisions in Art. 5 and Art. 6.
3. By successful registration, a Platform Usage Contract is established between the Shipper and PRISMA. Shipper and Users shall use the PRISMA Capacity Platform in compliance with the relevant laws and the provisions of these GTCs.
4. The Shipper is authorised to have several active Users on the PRISMA Capacity Platform. If the TSO demands it, proof of power of representation for the Users must be provided. The Shipper ensures that its Users comply with all rights and obligations pursuant to the Platform Usage Contract.
5. The use of the PRISMA Capacity Platform is free of charge for the Shipper. Within the scope of the Applicable Regulations, PRISMA is entitled to introduce fees and charges for the use of PRISMA Capacity Platform according to Art. 31, subject to the approval of national regulatory authorities if so required by Applicable Regulations.

Article 5 Registration on the PRISMA Capacity Platform

1. For the successful registration of the Shipper and its first User, the following information needs to be provided to PRISMA:
    a. EIC of the Shipper;
    b. The company name and address, meaning: street and number, postcode, city, and country of the Shipper;

c. User information: title, salutation, last name, first name, telephone number, e-mail address;

d. Other Shipper information: billing address, IBAN, BIC, legal representatives, contact details for dispatching and central communication and VAT number;

e. Additional identification code if requested by TSO;

f. Additional information as requested by the PRISMA Capacity Platform in line with Applicable Regulations and the respective TSO TTCs.

2. If more Users of the same Shipper wish to register on the PRISMA Capacity Platform, each additional User is required to provide the information described under Art. 5 para. 1. lit. c.

3. The Shipper accepts (i) the GTCs as integral part of the Platform Usage Contract and (ii) the privacy policy of the PRISMA website, by ticking the corresponding box at www.prisma-capacity.eu.

4. Each Shipper may register for one or more TSO(s). PRISMA shall without undue delay forward the information provided by the Shipper to the selected TSO(s) for confirmation. Upon receipt of at least one TSO's confirmation by PRISMA, the Shipper shall be successfully registered.

5. Upon successful registration of the Shipper and its first User, the Shipper receives an e-mail from PRISMA containing the User's PIN and username.

Upon successful registration of any additional Users, the Shipper's registration information shall be updated accordingly. Each additional User receives an e-mail from PRISMA containing an individual User PIN and username.

Booking and trading of capacities via the PRISMA Capacity Platform is only possible with the use of an Access Key (Art. 6 para. 5) and PIN.

Article 6 Approval of the Shipper by the TSO

1. Following the submission of the registration information by PRISMA to the respective TSOs, the selected TSOs' approval process begins. The approval process takes place according to the corresponding TSO TTCs. An already given approval may be suspended or withdrawn by the TSO subject to the respective TSO's TTCs. In accordance with Applicable Regulations, the Shipper may need the approval of the respective TSO for the use of primary and/or secondary functionalities.

The approval for the use of primary and/or secondary functionalities may be granted or denied independently of each other in accordance with Applicable Regulations. The Shipper and its User(s) will be informed by PRISMA about the scope of their approval granted by the TSO. If required by the TSO, PRISMA will provide the Shipper with the documents or information necessary for the approval by the TSO concerned.

2. PRISMA is not responsible for the approval process by the TSO. The same applies mutatis mutandis to the suspension or withdrawal of an approval.

3. If the TSO calls for a verification of credentials or a credit assessment, PRISMA shall inform the User or Shipper about the needed documents.

4. PRISMA informs the Shipper without undue delay of the results of the TSO's approval process per e-mail.

5. Upon successful TSO approval the respective User of the Shipper is provided with an Access Key by PRISMA. This Access Key is (along with the username and PIN) a technical necessity for access to the PRISMA system. The Access Key is non-transferable and only valid for the User to whom it is issued. The Access Key is either a hardware token or a software solution. Upon first registration the User may choose to either use the hardware token or the software solution. The hardware token will be sent by registered letter and remains the property of PRISMA. The hardware token must be returned upon deactivation of the User account. The hardware token will be replaced by PRISMA within 7 years upon delivery to the Shipper to avoid malfunctioning of the token. In case of malfunctioning of the hardware token before such replacement by PRISMA, the Shipper may request its replacement to PRISMA who provides the Shipper with a new hardware token or a software solution without undue delay.

Article 7 Changes to Shipper profile information

1. The Shipper and each User shall without undue delay update the profile information filed on the PRISMA Capacity Platform to reflect any changes.

2. Each User of the Shipper may change certain registration information at any time on the PRISMA Capacity Platform website (e.g. contact details) by using the input screen.

3. In order to change the profile information not covered under para. 2, a User of the Shipper has to submit the filled and duly signed forms (which are available in the download area) to PRISMA. Fulfilment of the obligation to update its data pursuant to para. 1 does not relieve the Shipper from any corresponding or additional notification obligation to the TSO pursuant to the TSO TTCs.

4. Changes to the registration information on the PRISMA Capacity Platform are activated at the earliest at 06:00 CET of the following day.

Article 8 Deactivation of Users by the Shipper

1. The Shipper can deactivate accounts of its Users. With the deactivation of the last User of a Shipper, PRISMA may deactivate the account of that Shipper.

2. After the deactivation of a User account, the Shipper is required to return to PRISMA any hardware token assigned to the User not later than fourteen (14) calendar days after deactivation. If the hardware token is not returned within this period, PRISMA is entitled to bill the Shipper for the costs of the hardware token. In that case, the Shipper is obliged to pay the costs of the hardware token.

B. Provisions regarding the Booking of Primary Capacities

Article 9 Available booking formats

Primary capacities can be booked via auctions or via the FCFS procedure.

Article 10 General rules and principles for auctions

1. The amount of capacities to be marketed shall be published at www.prisma-capacity.eu before the beginning of the auction in a timely manner.
2. Long-term capacity products (yearly, quarterly, and monthly) are auctioned in a multi-stage auction process in accordance with Art. 11. Short-term capacity products (day-ahead, within-day) are auctioned in a single-stage auction process in accordance with Art. 12.
3. Quantity Bids are to be submitted in whole units of either kWh/h or kWh/d depending on the TSO TTCs.
4. The minimum lot size of a Quantity Bid is either one (1) kWh/h or one (1) kWh/d depending on the TSO TTCs. If foreseen by Applicable Regulations deviations from the minimum size will be communicated to the Shipper during the Quantity Bid submission process.
5. If permitted by Applicable Regulations and/or if required by the TSO a credit limit check may have to be passed. On the PRISMA Capacity Platform different credit limits are available and each TSO can decide to apply a different credit limit depending on the standard capacity product or the same credit limit for all standard capacity products.

   In case the result of the credit limit check is negative, the Bid will be rejected and the User will be notified about the failed credit limit check. The rejected Bid cannot be activated but the User is able to submit a new Bid (i) with a smaller value or (ii) after the relevant credit limit has been adjusted, as long as the bidding round or the auction is still open. In case the credit limit check is successful, the Bid is accepted and will be set off against the credit limit. If a Bid is not successful in an auction the relevant credit limit is increased again by the corresponding bid value.
6. Following the end of the auction the allocation of capacities takes place at the determined price in accordance with Art. 11 or Art. 12.

7. After the end of every auction, PRISMA publishes the auction result including the allocated capacities and the price determined in accordance with Art. 11 or Art. 12. In addition, the successful bidders are notified without undue delay of the amount of capacities allocated to them including but not limited to via email. After the close of auctions for short-term capacity products the bidder will be notified in a timely manner by PRISMA via e-mail about all the auctions where he unsuccessfully participated..

8. Running auctions may be terminated when the availability of the PRISMA Capacity Platform is limited in accordance with Art. 21, PRISMA discontinues operation of the PRISMA Capacity Platform or the TSO withdraws the capacity offer. PRISMA shall inform without undue delay the Shipper of the termination via e-mail. Should the auction be repeated at a later time, PRISMA shall publish the information relevant to said auction in a timely manner.

Article 11 Ascending clock auction

Ascending clock auctions are held on an annual and monthly basis.

1. The ascending clock auction algorithm described in the following paragraphs is applicable to the allocation of all long-term capacity products (yearly, quarterly, and monthly).

2. Starting with the Regulated Capacity Tariff, prices will be increased by PRISMA in the bidding rounds until the sum of the Quantity Bids is smaller than or equal to the amount of capacities to be marketed. The Quantity Bids are used by the Shipper to state the quantities that the Shipper wants to book at the price named.

3. The prices in the price list invoked by PRISMA ascend by predetermined price steps. For each long-term capacity product (yearly, quarterly, and monthly) large and small price steps are defined. These price steps are published with the auctions.

Arrangement of the bidding round

4. Time-limited, pre-set bidding rounds are available for the submission of Quantity Bids. A bidding round is defined by a beginning and ending time as well as a price invoked by the PRISMA Capacity Platform.

5. In order to participate in an auction, it is mandatory to submit a Quantity Bid in the first bidding round of an auction. It is not possible to enter at a later time in an auction which is already running.

Bidding round sequence

6. Capacity auctioning begins in the first bidding round with the Regulated Capacity Tariff. If the sum of the Shippers' Quantity Bids is already smaller than or equal to the capacities being auctioned, the capacities are allocated, corresponding to all Quantity Bids, in their full amount at the Regulated Capacity Tariff.

7. In case the sum of the submitted Quantity Bids in the first bidding round of the auction is higher than the amount of capacities being auctioned, further bidding rounds with auction premiums in the amount of one large price step each will be opened.

8. If the sum of the capacity amounts of the submitted Quantity Bids at the end of a bidding round equals the capacities being auctioned, the auction ends. The capacities are allocated according to the Quantity Bids submitted during the bidding round at the auction premium shown to be added to the Regulated Capacity Tariff.

9. If the sum of the capacity amounts of the submitted Quantity Bids during a bidding round with large price steps is smaller than the capacities being marketed (first time undersell), then a price reduction takes place and bidding rounds with small price steps will be opened. The small price step is added to the auction premium which was valid in the bidding round previous to the first time undersell. Bidding rounds with auction premiums of small price steps are then opened until the sum of the submitted Quantity Bids is lower than or equal to the capacities subject to this auction. In this case the auction ends. The capacities are allocated according to the Quantity Bids submitted during the bidding round at the auction premium shown to be added to the Regulated Capacity Tariff.

10. If the price increase in small price steps leads to the price being reached which led to the first-time undersell, the auction ends. The capacities are allocated according to the Quantity Bids submitted during the bidding round at the auction premium shown to be added to the Regulated Capacity Tariff.

11. The successful Shippers are notified of the capacity allocated to them in Text Form.

12. Capacity products at different or the same physical interconnection points can compete with each other totally or partially. This results in more than one interconnected auction processes ("competing auctions"), in all of which the competing capacity is offered at their start. These auctions are clearly marked with an exclamation mark ("competition symbol"). The overall constraint of such competing auctions implies that the total awarded capacity should remain lower than or equal to the total available capacity. For this purpose economical criteria such as merit order curve or technical criteria such as large and small price steps shall be used to allocate capacity, as described in the TSO TTCs. In case of a 1-to-n bundle where multiple adjacent transmission system operators connect to the same specific interconnection point on TSO's side, the adjacent products (from n adjacent transmission system operators) may be competing to match the available capacity of the TSO on the 1-side. Bundled products resulting from this 1-to-n bundling process have to be put in competition if the sum of all bundled products exceeds the total available capacity of the TSO on the 1-side.

Requirements for participation, bindingness of offers, quantity limitations

13. Quantity Bids may be amended or withdrawn until the end of each bidding round. At the end of a bidding round, Quantity Bids submitted are binding.

14. Subject to the provisions in para. 15, Quantity Bids can be submitted in price steps up to a maximum of the amount of the Quantity Bids submitted in the bidding round directly preceding the current one or they may be reduced down to zero.

15. In the first bidding round with a small price step, the Quantity Bids may be amended, but not exceeding the Quantity Bids submitted in the bidding round which preceded the first-time undersell. Additionally, Bids submitted in all bidding rounds with small price steps, may not be lower than the Quantity Bids which were submitted during the bidding round in which the first-time undersell occurred.

Article 12 Uniform price auction

1. The uniform-price algorithm applies to the allocation of short-term capacity products (day-ahead and within-day). During uniform-price auctions, the Shipper submits Bids within only one bidding round. A Shipper can submit up to 10 bids which are all treated independently

from each other. The maximum lot size of the sum of the Quantity Bids for one Shipper is limited within and by the corresponding auction of marketable capacities.

2. A Bid in a uniform-price auction consists of the capacity amount, the price for which the Shipper wants to acquire this capacity and a minimum amount of capacity for each Bid.

3. The price of a Bid shall be expressed in a designated denomination (for example eurocent) of the Base Currency, per capacity unit which are published at www.prisma-capacity.eu. The price of a Bid is considered only as the auction premium to be added to the respective Reserve Price of the auction.

4. Shippers may specify a minimum amount of capacity for each Bid. A Bid will be only allocated if the allocated capacity in respect of this Bid is equal or higher than the specified minimum amount. In a given auction, PRISMA ranks all Bids according to their Bid prices, the highest priced Bid ranking first. Bids are allocated in the order of their price ranking.

5. In case all Bids for capacity in total exceed the available capacity in a respective auction, one single lower ranked Bid or multiple lower ranked Bids (specifying the same Bid price) may be allocated partially after capacity has been allocated to higher ranked Bids. Where one single lower ranked Bid cannot be allocated fully, it is allocated in the amount of the remaining capacity in the respective auction after all higher ranked Bids have been allocated. Where more than one Bid (specifying the same Bid price) cannot be allocated fully, the remaining capacity in the respective auction is allocated pro rata to the capacity amounts specified in the respective Bids after all higher ranked Bids have been allocated.

6. Where the capacity to be allocated is less than the specified minimum amount of capacity, the respective Bid is disregarded and becomes null and void. A revised allocation is made between remaining equally ranked Bid(s) or (as the case may be) an allocation is made with respect to the Bid ranked next.

7. In case Bids for capacity exceed the available capacity in an auction, the capacity is allocated for the price defined as the price of the lowest successful Bid. In case the total allocated capacity is less or equal to the total available capacity, the capacities are allocated at the Reserve Price of the respective auction.

8. In accordance with Applicable Regulations, the Shipper may be required to name an existing balancing group/sub-balancing account or portfolio

into which the acquired entry/exit points or capacities are to be included when submitting a Bid.

9. Capacity products at different or the same physical interconnection points can compete with each other totally or partially. This results in more than one interconnected auction process ("competing auctions"), in all of which the competing capacity is offered at their start. These auctions are clearly marked with an exclamation mark ("competition symbol"). The Shipper is informed by PRISMA about the amount of competing capacity and the total available capacity in accordance with the usual publication time of the auctions.

   The allocation of the available capacity is performed in two steps. In the first step, each single auction is evaluated separately according to the common rules as set out above. In the second step, these intermediate results take the competing capacity into account. For this final allocation the common rules apply.

Article 13 Automatic bidding

In ascending clock auctions as well as in uniform price auctions, Shippers may use a function which enables them to submit Bids automatically before the start of and during the auction. Bids submitted via this function are treated as if they were submitted manually by a Shipper.

Article 14 Surrender of capacity

1. If the function is supported by the TSO, the Shipper has the option through the user interface functionality of the PRISMA Capacity Platform, to submit a request for the surrender of capacity via the PRISMA Capacity Platform to the TSO PRISMA shall register the time of receipt of the submission of the surrendered capacity and without undue delay forward the data to the TSO. The TSO is responsible for the correct processing of each request to surrender capacity.
2. Pending Shippers may surrender capacity.

Article 15 Alternative Currency Display

1. A TSO may allow that Bids submitted in the Base Currency are displayed also in an Alternative Currency.

2. In using the display of the Alternative Currency the Shipper acknowledges and agrees that:

   (i) the display of Alternative Currencies on PRISMA is for convenience purposes only and each Bid will be deemed to have been submitted in the Base Currency used by the TSO concerned to charge its capacity;

   (ii) according to Art 3. para. 2., the display of the Bid in an Alternative Currency is without prejudice to, and does not amend or change in any way, the contractual rights or obligations between the TSO and the Shipper;

   (iii) the Alternative Currency displayed on PRISMA Capacity Platform is calculated by converting the Base Currency using the Reference Exchange rate;.

   (iv) due to currency fluctuations the Bid's value displayed in an Alternative Currency at the time of auction may differ from the final value charged to the Shipper for the allocated capacity.

3. The Reference Exchange Rate is determined by PRISMA and published in appropriate intervals on the PRISMA Capacity Platform. If not specified otherwise with such publication, PRISMA will calculate the Reference Exchange Rate on the basis of the latest available foreign exchange rate published by the European Central Bank as received or obtained by PRISMA. PRISMA will prepare the arithmetic calculation for the determination or use of the Reference Exchange Rate with 23 decimals. The values may be shown in the steps of the auctions with fewer decimals on the User's interface. The values will be rounded using Bankers' Rounding principles.

4. The Reference Exchange Rate published by PRISMA at the start of the auction applies to it and will not change.

C. Provisions regarding the Secondary Market

Article 16 Secondary market functionality

1. PRISMA Capacity Platform offers a secondary market functionality for Shippers to trade capacities by offering capacity (Offering Shipper) or requesting capacity (Requesting Shipper) via assignment or transfer of use according to these GTCs.

2. To trade capacities via PRISMA Capacity Platform both the Offering Shipper and the Requesting Shipper have to be successfully registered for the use of the secondary functionality on PRISMA with the respective TSO(s).

3. Pending Shippers may offer capacity by using the secondary functionality.

Article 17 Transaction types: assignment or transfer of use

1. Capacities can be traded on PRISMA Capacity Platform via:

   (i) assignment, where all rights and obligations are completely allocated from an Offering Shipper to a Requesting Shipper; or
   (ii) transfer of use, where the Requesting Shipper obtains the right to use the transferred capacity.

2. Without prejudice to requirements of para. 3, a transaction which is confirmed by the respective TSO will be shown on the PRISMA Capacity Platform.

3. Legal and/or commercial obligations, applicability of and details on the transaction types regarding each TSO are determined by Applicable Regulations and the respective TSO TTCs.

4. A concluded transaction is valid with regard to a TSO after confirmation by the respective TSO. A TSO can only refrain from confirmation if the transaction does not comply with Applicable Regulations or the TSO TTCs including but not limited to positive credit limit check or prior deposit of securities at the TSO where applicable.

Article 18 Available trading procedures

PRISMA Capacity Platform supports the following procedures for trading capacities on the secondary market:

(i) OTC trading, where an Offering and a Requesting Shipper trade bilaterally and know one another,

(ii) CFO, where a Shipper submits a Trade Proposal open to Responses of Shippers whereas the proposing Shipper may choose the Response he accepts and

(iii) FCFS, where a Shipper submits a Trade Proposal open to the Responses of Shippers whereas the Responses are accepted according to the time stamps order.

For CFO procedures a Shipper may only withdraw its Trade Proposal or Response either before the first corresponding reaction of the counterparty (Response or acceptance of Response by the Shipper issuing the Trade Proposal) is received by PRISMA or at an earlier date set by PRISMA. For FCFS procedures a Shipper may only withdraw its Trade Proposal either before the first corresponding Response is received by PRISMA or at an earlier date set by PRISMA. PRISMA may set such earlier dates at its reasonable discretion and shall notify Shippers about such set dates from time to time via the PRISMA Capacity Platform.

Article 19 Trader lists

1. A Shipper can create a list of possible counterparties ("Trader List"). A Trader List can be used by a Shipper who wants to trade capacity in order to make sure that the counterparty in an Anonymous Transaction meets his standard requirements. Each Shipper can maintain an unlimited number of Trader Lists; for each Trade Proposal or Response, a Shipper can apply one list.

2. A Trader List shall contain the name of the Shippers and their EIC codes. A Trader List must contain at least three different Shippers. A Shipper can decide for every transaction whether and which of their Trader Lists shall be applied.

3. If a Trade Proposal using a Trader List is published on the PRISMA Capacity Platform, only Shippers that are included in the corresponding Trader List are allowed to place Responses in order to conclude a transaction. In case at least one Trade Proposal makes reference to a Trader List, a Shipper is only entitled to add new Shippers to that list but it is not allowed to remove any of the companies already listed therein. The PRISMA Capacity Platform indicates in the user interface (e.g. in the Trade Proposal overview) for which Trade Proposal a Shipper is allowed to place a Response. For any Trade Proposal, where the

potential responding Shipper is not included in the proposing Shippers' Trader List, the potential responding Shipper shall not be able to place a Response and will be informed accordingly.

4. A Shipper can also use a Trader List for its own Response. If a Shipper decides to use a Trader List in the Response to a Trade Proposal, the PRISMA Capacity Platform checks whether the other Shipper who created the corresponding Trade Proposal is on the used Trader List. If not, the Shipper will be notified by PRISMA Capacity Platform during the responding process that the Shipper who placed the Trade Proposal is not on the Responders' Trader List. After this, a Response can only be submitted without using a Trader List. Neither another list can be used nor is it possible to amend the used list. As long as at least one Response refers to a Trader List, a shipper can neither add nor remove any shippers to/from the list.

D. OTHER PROVISIONS

Article 20 Behaviour on the PRISMA Capacity Platform

1. The Shipper and the respective Users undertake to behave as a prudent and reasonable operator, refrain from any action which may directly and/or indirectly infringe any market behaviour rules and regulations and/or lead to the damaging or reduction in effectiveness of the platform that can be linked to an attack on the information system such as, but not limited to, spam, virus, brute forcing, Trojan horse attack, denial of service attack, ping of death attack, sniffing and spoofing and dictionary attack.

2. A Shipper and its Users shall not manipulate the course of an auction for instance by using a second account, an alias or third party. They must neither manipulate auctions through ghost-bidding (e.g. by using sniper tools), shill bidding, or assuming multiple roles in a single auction. However, in accordance with Applicable Regulations a TSO may assume multiple roles in a single auction (e.g. as TSO and Shipper).

3. In case of infringements of the preceding paragraphs, Art. 24 and 25 apply.

Article 21 Availability of, functionality of and access to the PRISMA Capacity Platform

1. PRISMA will use the professional care of a reasonable and prudent operator to grant access to and make available the PRISMA Capacity Platform according to the applicable industrial standard. According to the state of technology it is not possible to warrant the trouble-free functioning of data processing devices and device combinations under all application conditions imaginable and to exclude errors in the data processing programs.The right to use the PRISMA Capacity Platform and its functions shall only be available within the framework of the current state of technology and the uptime of the PRISMA Capacity Platform and the TSOs' connected systems. PRISMA may temporarily limit the availability and/or functionality of the PRISMA Capacity Platform if and when this is necessary in order to guarantee the security and integrity of the server or in order to carry out technical measures which serve to improve or maintain the availability and/or functionality of the PRISMA Capacity Platform. The same applies to cases of unforeseen technical disturbances or difficulties such as and especially in the case

of the interruption of the power supply or a hardware or software error which causes the breakdown and or failure of the PRISMA Capacity Platform or the TSOs' connected systems. A right to use the PRISMA Capacity Platform shall not exist in such cases.

2. PRISMA shall notify affected Shippers in an appropriate manner about limitations of availability and/or functionality of the PRISMA Capacity Platform according to para. 1. In case of limitations due to planned technical measures, PRISMA will announce for each gas year the necessary maintenance periods by the 30 of September at the latest on the website www.prisma-capacity.eu. In case of limitations due to unplanned measures PRISMA will make efforts within the limits of what is economically justifiable to quickly restore the availability of the PRISMA Capacity Platform.

3. For the duration of such an unavailability of the PRISMA Capacity Platform or the TSOs' connected systems, the functionalities of the PRISMA Capacity Platform cannot be used. The provisions of Art. 26 remain unaffected.

4. In the case of limitation of availability and/or functionality of the PRISMA Capacity Platform as described in para. 1, any procedures currently in progress may be interrupted and will then be continued at a later time. This is not applicable for (i) affected auctions for short-term capacity products and (ii) any Trade Proposals and auctions that expired before PRISMA Capacity Platform is available again. These procedures will be cancelled. In case a procedure is continued, the Shippers shall be notified of the continuation in a timely manner. In addition, Art. 11 para. 5 and 6 apply accordingly.

5. The proper functioning of telecommunications services the Shipper needs to access the platform is not within PRISMA's sphere of influence. Therefore, each and any liability and/or warranty of PRISMA therefore is herewith excluded.

Article 22 Contract duration, termination by Shipper

1. The Platform Usage Contract is concluded for an indefinite period of time. Shippers have the right to terminate the Platform Usage Contract at any time. PRISMA can only terminate the Platform Usage Contract in the cases as stated in Art. 26.

2. Terminations must be made in written form.

3. The Platform Usage Contract shall be considered as terminated in case the Shipper completely deactivates all of its Users' accounts to the PRISMA Capacity Platform in accordance with Art. 8. Capacity bookings which have taken place before the termination of the Platform Usage Contract remain unaffected by the termination.

4. Upon termination of the Platform Usage Contract, all hardware tokens have to be returned to PRISMA without undue delay, but in any case no later than fourteen (14) calendar days after termination. Art. 8 para. 2 sentences 2 and 3 apply accordingly.

Article 23 Preservation of PRISMA's system security

1. The Shipper shall guarantee the careful handling of access information and Access Keys needed for the use of the PRISMA Capacity Platform. A careful handling includes, in particular, the following:

   (i) information about Access Keys is not to be forwarded or made available to others and is, in particular, to be safeguarded against unauthorised use by a third party,
   (ii) to preserve the singular assignment of the Access Key to only one User, as well as
   (iii) to not leave the computer or workplace unguarded or unattended after successfully logging in to PRISMA Capacity Platform.

2. The Shipper shall notify PRISMA immediately when:

   (i) an Access Key has been lost; or
   (ii) a well-founded suspicion exists that access information has become available to an unauthorised third party.

Article 24 Deactivation of Users by PRISMA

1. If evidence or ground for belief exists that a User (i) has infringed the Platform Usage Contract, or (ii) jeopardizes the proper functioning of the PRISMA Capacity Platform, or (iii) contravenes any reasonable action, measure or instruction of PRISMA under this Platform Usage Contract or (iv) if there is a well-founded reason for PRISMA to protect the interests of other Shippers from fraudulent or illegal activities, PRISMA can deactivate the User. Before deactivation PRISMA shall take into account the interests of the affected User, the Shipper concerned as well as all other Shippers and the concerned TSOs.

2. Severe breaches entitle PRISMA to immediately deactivate the respective User. Severe breaches are constituted inter alia by attacking the Platform or manipulating an auction according to Art. 20. para. 1. and/or Art. 20. para. 2.or by executing any transaction in Financial Instruments according to Art. 3. para. 4.

3. PRISMA shall inform the User, the Shipper and the TSOs which have approved the Shipper in accordance with Art. 6 without undue delay. In case of a severe breach according to para. 2 the deactivation is notified to the Shipper of the deactivated User by registered letter with acknowledgment of receipt and by fax and shall take effect immediately. The notification shall state the reason for the deactivation. The TSOs concerned shall receive a copy of the notification. In all other cases, the deactivation shall follow the procedure according to Art. 25. para. 3. to 5.

4. PRISMA shall accept a new registration of a deactivated User if the Shipper proves the establishment of internal procedures to ensure compliance of this User with the Platform Usage Contract.

5. If one User of a Shipper is repeatedly deactivated, PRISMA has the right to exclude this User permanently.

Article 25 Deactivation of Shipper by PRISMA

General

1. Any decision to deactivate a Shipper from market functionalities on the PRISMA Capacity Platform (primary and/or secondary) will be taken after alignment with the concerned TSO(s) according to para. 2 and 3. Any deactivation of a Shipper will automatically result in the deactivation of all respective User(s) of said Shipper.

Immediate deactivation of Shipper:

2. PRISMA is authorised to deactivate the Shipper immediately for the concerned TSO(s) in case of withdrawal of the approval by all concerned TSO(s) that had approved the respective Shipper according Art. 6.

Such a deactivation is notified by registered letter with acknowledgment of receipt and by fax by PRISMA to the Shipper and shall take effect immediately.

Any deactivation of a Shipper shall be communicated by PRISMA to the concerned TSOs in order to enable them to fulfil any obligations of

information towards the relevant competent authorities. This communication shall enclose a copy of the notification to the Shipper.

Deactivation of Shipper in other cases

3. Without prejudice to immediate deactivation in accordance with the provisions of para 2. of this Article, when a Shipper or any respective User fails to comply with one or more provisions of the Platform Usage Contract, PRISMA may also deactivate a Shipper and the respective Users at the end of the following deactivation procedure:

(i) PRISMA notifies the Shipper in writing by registered letter with acknowledgement of receipt or by fax of the obligation to remedy any breach or non-compliance of its contractual obligations. The concerned TSOs receive a copy of the notification.

This notification indicates:

- the alleged breach or non-compliance of the Platform Usage Contract and
- the necessary action(s) that should be taken by the Shipper to remedy the breach and/or non-compliance and
- a deadline of minimum fourteen (14) calendar days, starting from the date of receipt of the notification, within which these action(s) should be taken and
- the possibility for the Shipper, upon its Request in writing to answer to this notification and/or to discuss orally the reason(s) of the notification with PRISMA.

(ii) If the Shipper wants to discuss the content of the notification, the Shipper can demand that PRISMA organises a meeting. That meeting shall be held within the above mentioned deadline and with the participation of concerned TSOs.

(iii) Without prejudice to the outcome of the meeting, if the Shipper does not take the requested action(s) to remedy the situation within the above mentioned deadline, the Shipper may be deactivated by PRISMA. This decision of deactivation shall be taken within minimum seven (7), and maximum fourteen (14) calendar days starting at the end of the abovementioned deadline. PRISMA notifies the deactivation decision by means of a registered letter and/or fax with acknowledgement of receipt, to the Shipper.

This notification of deactivation indicates:

- the reasons for the deactivation of the Shipper and
- the date and time of the deactivation of the Shipper and
- the consequences of the deactivation.

4. Deactivation takes immediate effect on the date and time indicated in the notification of the deactivation, unless the Shipper has remedied the situation that is the reason for the deactivation.

5. Any deactivation of a Shipper shall be communicated by PRISMA to the TSOs in order to enable them to fulfil any obligations of information towards the relevant competent authorities. This communication shall enclose a copy of the notification to the Shipper.

Consequences of deactivation of the Shipper

6. In case and to the extent of deactivation according to para. 2 and 3, the Shipper and its Users can no longer either (i) book and trade or (ii) book capacities via the PRISMA Capacity Platform until PRISMA determines that the conditions to book (and trade) capacities have been met again and/or there is a ground for belief that the Shipper will comply with the Platform Usage Contract again.

Article 26 Termination of the Platform Usage Contract by PRISMA

1. PRISMA reserves the right to discontinue operation of the PRISMA Capacity Platform at any time with a notice period of at least three months to the end of the month. The Shippers are to be notified of the reasons in Text Form. Capacity bookings or transactions which have taken place before the termination of the operation of the PRISMA Capacity Platform remain unaffected by the termination of operations. PRISMA seeks to notify the Shippers of the exact point in time of the discontinuation of the operation of the PRISMA Capacity Platform in a timely manner.

2. PRISMA has the right to terminate the Platform Usage Contract:

- if allowed by Applicable Regulations in the event of bankruptcy, liquidation or dissolution of the Shipper,
- following receipt by PRISMA of a decision of a competent authority stating that the Shipper has committed a misusing or fraudulent act with regard to the allocation of capacities on one of the Interconnection Points and requesting for the exclusion of the Shipper from the PRISMA Capacity Platform or

- in the event of a persistent and/or intentional breach of the Platform Usage Contract following the prior notification thereof to the Shipper or
- in case of definitive withdrawal of all TSO approval of the Shipper concerned.

3. The termination of the Platform Usage Contract takes effect on the date indicated in the statement of notification of the said termination to the Shipper, which also provides the reasons for the contract termination by PRISMA.

4. If PRISMA terminates a Platform Usage Contract pursuant to this Article, the Shipper no longer has access to the PRISMA Capacity Platform.

Article 27 Liability and warranty

1. PRISMA makes the PRISMA Capacity Platform available as described in these GTCs, especially Art. 3 and 21. PRISMA does not, in doing so, take any responsibility for, or make any guarantee concerning, the contracts concluded between TSOs and Shippers or between Shippers; in particular for the actions, capabilities and performance of the contractual parties involved.

2. The parties to the Platform Usage Contract are liable without restriction in cases of own fault or the fault of their agents or legal representatives in the event of bodily injury, loss of life or harm to health. Fault comprises wilful intent and all forms of negligence.

3. Furthermore, the parties to the Platform Usage Contract are liable for damages resulting from breaches of duty resulting from wilful intent or gross negligence of the parties to the Platform Usage Contract, their agents or legal representatives.

4. In cases of simple negligence, the parties to the Platform Usage Contract are liable without restriction only for damages resulting from violation of those contractual obligations whose non-fulfilment would put the purpose of the contract at risk (cardinal obligations). The liability for damages in case of breach of cardinal obligations is limited to the contract-typical, foreseeable damage.

5. The aforementioned exclusions and limitations of liability are valid also for any claims against legal representatives, employees as well as sub-contractors or vicarious agents of the parties to the Platform Usage Contract.

6. Cardinal obligations are those obligations which enable the orderly realisation of the contract according to the rules in the first place and in whose observance the contractual partner can and regularly does trust.

7. Contract-typical and foreseeable damages are those which the contractual partner foresaw as a possible result of breach of contract at the time of contract conclusion or those which, under consideration of the circumstances which were or should have been known to him, should have been foreseen had due diligence been applied. Contract-typical, foreseeable damages are deemed not to exceed 250.000 € for an event of damage.

8. Claims resulting from the expressed assumption of guarantee and from absolute liability, in particular product liability, remain unaffected by the above mentioned liability exclusions and limitations.

Article 28 Force majeure

1. Force majeure is an event which occurs due to occurrences outside one's own control and not due to one's fault, is not foreseeable, may not be avoided (or avoided in a timely fashion) by use of due diligence and technologically or economically reasonable means and which makes it impossible to fulfil temporarily or definitively ones' contractual obligations. Such occurrences include, in particular, natural catastrophes, terrorist attacks, interruption of the power supply or communications technology, legally occurring strikes as well as legal provisions or actions ordered by governmental institutions, agencies or the courts (independent of their legality).

2. In case of force majeure, the contractual party invoking force majeure shall be freed of the obligations affected by force majeure for the duration of the event of force majeure. The other contractual party shall be freed of his own contractual obligations in such cases for as long as it is impossible to the contractual party affected by force majeure to fulfil his contractual obligations.

3. The contractual party affected is obligated to immediately inform the other contractual party of the reason for and expected duration of the event of force majeure. The contractual party affected is obligated to make an effort, using all technological and economically reasonable means, to ensure that he is able to fulfil his contractual obligations again as soon as possible.

4. If the contractual party uses a third party to execute the obligations under the Platform Usage Contract, and the third party experiences an

occurrence which satisfies the conditions of force majeure or other condition in the sense of para. 1, this occurrence shall be considered as force majeure affecting the contractual party as well.

Article 29 Use of data

1. PRISMA may collect, store, use and process data of its Shippers and their Users and data generated by the TSOs and/or the Shippers and its Users via the PRISMA Capacity Platform

   a) for the execution of the Platform Usage Contract or the Capacity contracts which are concluded via the PRISMA Capacity Platform in order to ensure that the obligations arising from the Platform Usage Contract are carried out properly as well as that transactions entailing the transfer of capacity rights are completed accordingly, or

   b) to comply with Applicable Regulations .

   Furthermore, PRISMA shall share this information with the respective TSOs and (subject to Applicable Regulations) with competent authorities.

2. PRISMA may publish the company name of the Shipper on the PRISMA Capacity Platform for the purpose of advertisement, but only if and to the extent the Shipper has previously agreed to such use.

3. While maintaining anonymity, PRISMA may disclose data concerning its Shippers and their Users on the PRISMA Capacity Platform if those data are required for the description of the capacity right. Such disclosed data may include the price of the transaction to transfer the capacity right, any special conditions that have been included into the offer or request as well as required data about the concerned network operator and network point.

4. After a successfully concluded CFO or FCFS transaction on PRISMA Capacity Platform, PRISMA may disclose to the Offering and to the Requesting Shipper both the name and the address of one other. Such disclosure shall only be intended for the fulfilment of the contract.

5. In the event that a Platform Usage Contract is revoked or terminated, PRISMA will delete the data in compliance with the applicable rules and regulations. The same shall apply in the event that the operation of the PRISMA Capacity Platform is suspended. If it is not possible to delete

the data due to legal obligations to retain the data, the data shall be kept until the retention period has ended.

Article 30 Confidentiality

1. Without prejudice to Art. 29, the parties of the Platform Usage Contract agree to treat, subject to the provisions in para. 3, as confidential all information which they receive in connection with the Platform Usage Contract, the use of the PRISMA Capacity Platform and contracts concluded on this basis (hereafter named "Confidential Information") and also agree not to disclose this information to any third party unless the affected parties of the Platform Usage Contract have previously authorised such action in written form. It is understood that information already known by the parties of the Platform Usage Contract receiving the information at the time of receipt and resulting from legal means is not Confidential Information.

2. The parties of the Platform Usage Contract are obliged to use the Confidential Information exclusively for the purpose of fulfilling the aims of their agreements.

3. The parties of the Platform Usage Contract have, in the following situations, the right to disclose Confidential Information received from the other contractual party without their prior written authorisation:

    a) to Affiliated Companies, in the meaning of the Directive 83/349/EC, provided that such disclosure is required for the proper execution of the obligations contained in the Platform Usage Contract by the disclosing party. In such case, the disclosing parties of the Platform Usage Contract shall ensure that their Affiliated Company shall treat the information received as confidential;

    b) to their representatives, advisors, banks and insurance agencies in the case that the disclosure is necessary for the proper execution of contractual agreements and as long as these persons, companies or agencies have committed themselves to treating the information confidentially or are legally obligated to maintain secrecy as a result of their profession;

    c) to any third party to the extent that this Confidential Information

        - is already publicly available or has been made available to the public in a way that is not influenced by the actions of the receiving parties of the Platform Usage Contract or

- must be disclosed by the TSOs and/or the parties of the Platform Usage Contract as a result of a legal requirement or binding decision from a public authority or court. In such cases the parties of the Platform Usage Contract disclosing the information is obliged to inform the affected parties of the Platform Usage Contract immediately of the disclosure.

d) and/or if the respective data are aggregated and anonymous.

4. The obligation to confidentiality ends five (5) years after the termination of the Platform Usage Contract.

5. Article 16 Directive 2009/73/EC and its national transposition measures remain unaffected.

Article 31 Changes to this Platform Usage Contract

1. PRISMA reserves the right to change or expand the scope and the content of the provisions of this Platform Usage Contract, in particular when this is necessary to meet the requirements of applicable laws and regulations and/or legally binding rulings from national or international courts or agencies (e.g. decisions made by the respective regulatory authority) and to conform with, or as a result of, technical adjustments.

2. In case of major changes or amendments to the Platform Usage Contract, if required by Applicable Regulations and to the maximum extent possible, those changes are timely and publicly consulted with (i) national competent agencies or authorities and with (ii) stakeholders. Changes can be considered minor even if they require changes to the Shippers' back end systems.

5. After the consultation, Shippers shall be notified in a timely manner of any consolidated changes or amendments in Text Form. In such case the Shipper can terminate the Platform Usage Contract in accordance with Art. 22. Capacity bookings which have taken place before the termination of the Platform Usage Contract remain unaffected by the termination.

Article 32 Place of jurisdiction and applicable law

1. The Platform Usage Contract shall be governed exclusively by the laws of the country where PRISMA is seated according to the respective commercial register. The UN Convention on Contracts for the

International Sale of Goods is expressly excluded and shall in no case apply.

2. The exclusive place of jurisdiction for all legal disputes arising from the Platform Usage Contract shall be the seat of PRISMA according to the respective commercial register.

3. The registered seat of PRISMA is Leipzig, Germany.

Article 33 Language and severability clause

1. Only and exclusively the English version of this Platform Usage Contract is legally binding. Any other versions of the Platform Usage Contract created in a language other than English are for convenience and only meant to serve as a source of information. If there is any contradiction between versions of the Platform Usage Contract, the English language version shall take precedence.

2. Should individual provisions of the Platform Usage Contract or its amendments be or become ineffective or unenforceable, all other parts of the Platform Usage Contract and its amendments remain unaffected. If any provision is declared to be legally invalid or unenforceable, then the invalid or unenforceable provision shall be replaced by a valid, enforceable provision that most closely matches the economic purpose of the original provision. The same shall apply if the conditions are found to contain omissions.

Glossary

to the

General Terms and Conditions

for Use of the

PRISMA Capacity Platform

01 October 2015

Term	Definition
Access Key	means the non-transferable identifier for the access of one particular User to the system of the PRISMA Capacity Platform.
Alternative Currency	means a currency other than the Base Currency accepted by a TSO for the purpose of enabling a Shipper or User to visualise Bids in this currency and in the Base Currency during an auction.
Anonymous Transaction	means (i) in relation to all non-OTC trading procedures that a capacity transaction is kept anonymous until it is concluded; and (ii) if supported by the relevant TSO and in the case of capacity assignments with nil value only, that the transaction remains completely anonymous during the entire contracting process.
Applicable Regulations	means all international, European or national law (whether in the form of a constitution, directive, regulation, act, statute, statutory instrument or decision) directly applicable to an entity which has rights or obligations under these GTCs, and which determines how its rights under these GTCs may be exercised or its obligations under these GTCs may be fulfilled.
Applicable TSO Terms or ATTs	means the TSO specific additional terms and conditions appended to these GTCs which reflect TSO specific requirements (e.g. mandatory requirements under Applicable Regulations or industry practices in the

	TSO's jurisdiction for a relevant Bid and capacity allocation process) and which form an integral part of the GTCs.
Bankers Rounding	means that the value is rounded to the **nearest even number** behind the comma, for example : • >= 5 it will be rounded up (e.g. 2,55 rounded to 2,6) • < 5 it will be rounded down (e.g. 2,42 rounded to 2,4)
Base Currency	means the currency in which the TSO charges its capacity and transportation services in accordance with Applicable Regulations or TSO TTCs.
BIC	means the bank identifier code.
Bid	means the submission of a request for capacity in accordance with the Applicable Regulations and the TSO TTCs to obtain a booking of primary capacity.
CFO	means the call for order procedure as further described in Art. 18 lit. (ii).
EIC	Energy Identification Code.
FCFS	means the first committed first served procedure as further described in Art. 18 lit. (iii).
Financial Instrument	means an instrument in the meaning of section C of Annex 1 referred to in article 4.1 (15) of Directive 2014/65/EC of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (MiFID II), as implemented by any national law (whether in the form of a constitution, directive, regulation, act, statute, statutory instrument or decision), and any European or national law supplementing or amending it.
GTCs	means the general terms and conditions of PRISMA that apply for all platform usage contracts between Shipper and PRISMA

	concerning the use of the PRISMA Capacity Platform. The Glossary and the ATTs form the integral parts of the General Terms and Conditions.
IBAN	means the International Bank Account Number.
LNG	means liquefied natural gas.
Offering Shipper	means the Shipper placing a capacity offer via the PRISMA Capacity Platform.
OTC	means over the counter procedure as further described in Art. 18 lit. (i).
Pending Shipper	means a Shipper that has been temporarily suspended by one or more TSOs in booking or buying capacity.
PIN	means the personal identification number.
Platform Usage Contract	means the contractual relationship established between the Shipper and PRISMA subject to the terms of GTCs following successful registration of the Shipper.
PRISMA	PRISMA European Capacity Platform GmbH acting as the operating company of the PRISMA Capacity Platform.
PRISMA Capacity Platform	Capacity Platform for primary and secondary natural gas capacity booking and trading operated by PRISMA.
Quantity Bids	mean Bids in the unit in which the capacity is offered on PRISMA primary which is (i) kWh (GCV 25℃) per hour or (ii) kWh (GCV 25℃) per day according to the respective TSO TTCs, where kWh (GCV 25℃) shall mean that quantity of heat expressed in kiloWatt-hour produced by the complete combustion of one (1) normal cubic metre of Natural Gas at twenty-five (25) degrees Celsius and an absolute pressure of one decimal zero one three two five (1.01325) bar with excess air at the same temperature and pressure as the Natural Gas when the products of

	combustion are cooled to twenty-five (25) degrees Celsius and when the water formed by combustion is condensed to the liquid state and the products of combustion contain the same total mass of water vapour as the Natural Gas and air before combustion.
Reference Exchange Rate	means the exchange rate between the Base Currency and an Alternative Currency determined by PRISMA in accordance with Art. 15 (3).
Regulated Capacity Tariff	means either: (i) the capacity tariff as calculated using the methodology set and/or approved by the national regulatory authority, or (ii) the capacity tariff set and/or approved by the national regulatory authority, or (iii) a Reserve Price set by the national regulatory authority.
Requesting Shipper	means the Shipper placing a capacity request via the PRISMA Capacity Platform.
Reserve Price	means the eligible floor price in the auction as determined in accordance with the respective Applicable Regulations.
Response	means the acceptance of a Trade Proposal in connection with offering or requesting capacity on the secondary market.
Shipper	means an actual or potential network user of a TSO, which may include a TSO acting as network user to carry out their functions in relation to transmission in accordance with the Applicable Regulations.
Text Form	means, where text form is required, the statement must be made in a document or in another manner suitable for its permanent reproduction in writing, the person making the declaration must be named, e.g. declarations via E-Mail and facsimile.
TSO TTCs	means the terms and conditions applied by a TSO for capacity allocation and gas transportation in accordance with the Applicable Regulations.
Trade Proposal	means the placing of a capacity offer or a capacity request on the PRISMA Capacity Platform.

~~**TSO**~~	~~means a transmission system operator in the meaning of Art. 2 (4) of Directive 2009/73/EC.~~
~~**User**~~	~~means the natural person acting on behalf of the Shipper being respectively authorised by a Shipper.~~
~~**VAT**~~	~~means value added tax.~~

ACCESS CODE FOR TRANSMISSION

Attachment C.1:

Operating Procedures

Table of Contents

1. Interpretation of Attachment C.1

In this Attachment:

- all references to a *clause*, unless specified otherwise, are references to a *clause* in this Attachment; references to a *paragraph* are references to a *paragraph* in this Attachment, references to an *attachment*, unless specified otherwise, are references to an *attachment* of the Access Code for Transmission;
- all terms and names are to be interpreted according to the list of definitions set out in article 3 of this attachment C.1;
- the layout, heading and table of contents are only for the benefit of the reader and are inconsequential as regards the interpretation of content of this Attachment;
- the description of rules, conditions and provisions only relates to the Transmission Services on the Transmission Grid.

2. Introduction

2.1. Subject

The Operating Procedures describe the operational rules and procedures which are required for the proper implementation of the Standard Transmission Agreement.

The Operating Procedures provide for the exchange of operational information between TSO and the Grid Users, which is required in order to have quantities of Natural Gas (re) delivered by the Grid Users at the Interconnection Point(s) and or Domestic Exit Point(s).

2.2. Application Area

The Operating Procedures is applicable under the Agreement between the Grid Users and TSO.

2.3. Definitions and naming conventions

Unless the context requires otherwise, the definitions set out in the attachment 3 of the STA apply to this attachment C.1. Capitalized words and expressions used in this attachment C.1 which are not defined in the attachment 3 of the STA shall have the following meaning:

Active Grid User

shall mean the Grid User who sends the nominations in the process of Single Sided Nominations, as provided for in Article 4.2.1.1

Active TSO

shall mean the TSO who receives the initial nominations and renominations in the process of Single Sided Nominations from the Active Grid User, as provided for in Article 4.2.1.1

Applicable Renomination Lead-Time

Renomination Lead-Time that shall be applicable at a specific Interconnection Point or End User Domestic Exit Point as provided for in article 4.3.6.

Applicable Interruption/Constraint Lead-Time

Interruption/Constraint Lead-Time that shall be applicable at a specific Interconnection Point or End User Domestic Exit Point as provided for in article 4.3.7.

Checked Metered Quantities

Metered quantities which are checked minimum one time and used for final allocations in accordance with article 7.1.

$DDEPMS_{h,z,g}$ Distribution Domestic Exit Points Market Share of a Grid User – hourly– expressed in percentage, as referred to in section 7.1.4.

End Period Date and Gas Hour at which constraint, interruption,... shall for the last Gas Hour be applicable.

Forecasted Grid User's Balancing Position

Hourly quantity per Grid User per Zone, as provided for in article 5.2.2.3.

$GBP^*_{h,z,g}$ Grid User Balancing Position before settlement – online – hourly quantity per Zone per Grid User, expressed in kWh, based on provisional allocation quantities, as provided for in article 8.3.1 of attachment A.

$I_{DDEP,h,z,g}$ Distribution Domestic Exit Points Imbalance - hourly quantity per Zone per Grid User; expressed in kWh; as referred to in section 7.1.4.

Imbalance Smoothing Allocation

Mechanism where the TSO shall send Imbalance Smoothing Allocations to Grid Users supplying Distribution Domestic Exit Points in accordance with article 7.1.4.

$IS_{m,z}$ Imbalance Smoothing Allocation – monthly quantity per Zone, expressed in kWh, as referred to in section 7.1.4.

$ISF_{m,z}$ Imbalance Smoothing Allocation Factor – daily quantity, expressed in percentage, as referred to in section 7.1.4.

$MBP_{DDEP,DP,d,z}$	Distribution Domestic Exit Points Deep Point – daily quantity per Zone; expressed in kWh; as referred to in section 7.1.4.
Re-nomination	Nomination used either in case of changes to the initial nomination, or if the initial nomination has been received after the 14:00 deadline.
Passive Grid User	Passive Grid User shall mean the Grid User who authorizes the Active Grid User to nominate the capacity in the process of Single Sided Nominations, as provided for in Article 4.2.1.2
Passive TSO	Passive TSO shall mean the TSO who receives the initial nominations and renominations in the process of Single Sided Nominations from the Active TSO, as provided for in Article 4.2.1.2
SDT	Grid User's Daily Transmission Notice - sent by the Grid User to TSO in accordance with article 4.3.4
Start Period	Start Period – Date and Time from which constraint, interruption, Applicable Renomination Lead-Time ,... becomes applicable.
TDT	TSO's Daily Confirmation Notice - sent by the TSO to Grid User in accordance with article4.3.5
TSO Physical Transaction	Gas sale or purchase transaction between TSO and Grid User in accordance with article 6.
TSO Interruption Notice	Notice sent by the TSO to the Grid User to inform the Grid User of an interruption of the Subscribed Interruptible Capacity in accordance with article 6.
TSO Constraint Notice	Notice sent by the TSO to the Grid User to inform the Grid User of a constraint of the Confirmed Quantities in accordance with article 5.2.
$XEA_{h,IPorXP,g}$	Exit Energy Allocation – provisional – hourly quantity per Grid User and per Interconnection Point or Domestic Exit Point, as referred to in section 7.
$XEA'_{h,IPorXP,g}$	Exit Energy Allocation – final – hourly quantity per Grid User and per Interconnection Point or Domestic Exit Point, expressed in kWh, as referred to in section 7.

$XEAis_{h,z,g}$	Imbalance Smooting Allocation for Distribution Domestic Exit – provisional – hourly quantity per Grid User per Zone, expressed in kWh, as referred to in section 7.2.
$XEAis'_{h,z,,g}$	Imbalance Smooting Allocation for Distribution Domestic Exit – final – hourly quantity per Grid User per Zone, expressed in kWh, as referred to in section 7.1.4.

3. General Provisions

3.1. Time reference

Any reference to time shall be construed as whatever time shall be in force in Belgium.

3.2. Transmission protocol

The protocol, to be used by the Grid User and TSO for exchanging Edig@s messages which are containing contractual data and dispatching information, shall be AS2 (Applicability Statement 2) or AS4.

For the avoidance of doubt, the specifications of all Edig@s notices which need to be exchanged between TSO and the Grid Users can be retrieved sorted by versions on the Edig@s website (http://www.edigas.org), more particularly in the guidelines section. ~~All information about the AS2 protocol can be retrieved on the EASEE-gas website (http://www.easee-gas.org)~~.

3.3. Nominations and matching Procedures

The procedures described in article 4 are in line with the EASEE-gas Common Business Practice 2014-001/01 “Harmonization of the Nomination and Matching Process for Double-Sided and Single-Sided Nomination”.

3.4. Grid User EDIG@S code

The Grid User shall be provided with a Grid User EDIG@S two codes for nominations, matching and allocation purposes under the Operating Procedures for:

- the utilisation of subscribed Capacity Services, and
- a different code for the utilisation of subscribed Operational Capacity Usage Commitments, Wheelings, Zee Platform Services and Direct Lines,

in accordance with articles 4, 5 and 6 of Attachment A.

3.5. Company Grid User code

The Grid User shall use its Energy Identification Coding Scheme (EIC code) to set up the EDIG@S communication with TSO.

The Grid User shall use its Energy Identification Coding Scheme (EIC code delivered by either ENTSO-E or ENTSO-G) or its Company EDIG@S code (delivered by ~~EDIG@S Working group~~Fluxys Belgium) in the EDIG@S message.

4. Nominations and renominations

4.1. Introduction

Notwithstanding the provision of article 3.2~~3.2~~, if for whatsoever reason, TSO or the Grid User is prevented from exchanging messages via Edig@s, communication by fax or email will be used as a temporary fall-back solution. TSO will use its reasonable endeavours to treat these fax messages like as they were sent by Edig@s.

Nominations and renominations should only be sent on Interconnection Points and End User Domestic Exit Points. Grid Users should not nominate the Distribution Domestic Exit Points.

~~4.2. Process and Messages~~

~~4.2.1.~~4.2. Single sided nomination and double sided nomination on Interconnection Points

Double sided Nomination refers to the process whereby Grid Users holding contracts at both sides of an Interconnection Point with the respective TSOs submit nominations to each of those TSOs, according the processes described in the remainder of this section 4.2. The nominations on both sides of the Interconnection Point will be matched according to the procedure described under 5.3.1.

Single sided Nomination refers to the process whereby only one of the Grid User (referred to as Active Grid User) submits a nomination towards only one of the respective TSO (referred to as Active TSO). Single side nomination is an option offered by the TSO stemming out of article 19 (7) of EU Regulation 984/2013, whereby TSOs shall establish a joint nomination procedure for bundled capacity, providing the Network Users with the means to nominate the flows of their bundled capacity via a single nomination.

Single sided nomination implies to define the roles of the respective Grid Users and TSOs, according to 4.2.1.1 and 4.2.1.2. For single sided nomination, both roles have their specific actions in the nomination procedure. The TSO shall publish on its website (www.fluxys.com) the list of Interconnection points with indication of the role of the TSO at that Interconnection Point, Active or Passive TSO[*]. The Grid User with contractual relationship at the Active TSO will become the Active Grid User and vice versa.

[*] Single sided nominations will be made available to Grid Users as from 1 November 2015, provided that the necessary Edig@s messages have been published by Easeeg@s, taking the necessary implementation time, that the Adjacent TSO has developed the capability to support single sided nominations, that both TSOs have agreed upon their respective role, and that the concerned Grid User(s) have indicated their respective roles.

For double sided nominations both Grid Users shall apply the procedures as described in 4.3.

4.2.1.1. Active Grid User in Single Sided Nomination

The Active Grid User shall be the party communicating with the Active TSO for the daily nomination procedures.

The Active Grid User nominates in name of the Passive Grid User, declared by a Joint Declaration Notice to the Passive TSO.

4.2.1.2. Passive Grid User in Single Sided Nomination

The Passive Grid User shall declare via a Joint Declaration Notice towards the Passive TSO, which Active Grid User can nominate on the bundled capacities.

4.3. Process and messages

4.3.1. Daily nomination procedures

In order to notify TSO of the quantities of Natural Gas to be transmitted under the Standard Transmission Agreement, the Grid User shall notify TSO by sending nominations and, if applicable, re-nominations to TSO, according to the following procedure.

The Grid User shall communicate to TSO the initial nominations for each Interconnection Point and End User Domestic Exit Point, being the last nomination received by TSO before 14h00 on Gas Day *d*-1 and accepted by TSO. The nominations received after the 14h00 deadline will be buffered until 16h00, the revised nomination being the last nomination received by TSO before 16h00 on Gas Day *d*-1 and accepted by TSO.

If applicable, the Grid User shall communicate to TSO a re-nomination for each Interconnection Point and End User Domestic Exit Point. The last re-nomination shall be the last re-nomination accepted by TSO. If no re-nomination is received by TSO, the last nomination is deemed equal to the accepted quantity of the (initial) nomination.

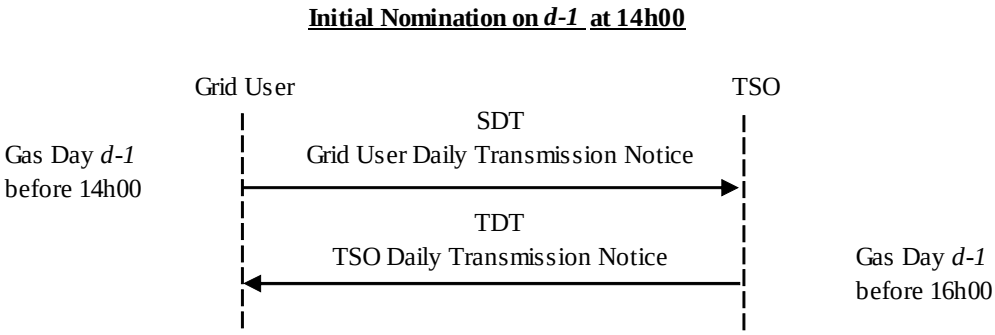
In the rest of the Operating Procedures, only the initial nomination will be mentioned.

The general procedure consists of four steps:

- The Grid User sends a Grid User's Daily Transmission Notice (SDT) to TSO with the nomination for an Interconnection Point or a End User Domestic Exit Point in accordance with article 4.3.4~~4.3.4~~;
- TSO checks validity of the message format;
- TSO computes the Grid User's hourly Confirmed Quantities of Natural Gas scheduled to be delivered by or redelivered to the Grid User at Interconnection Points or at the End User Domestic Exit Points in accordance with article 5;
- TSO sends a TSO's Daily Confirmation Notice (TDT) to the Grid User in

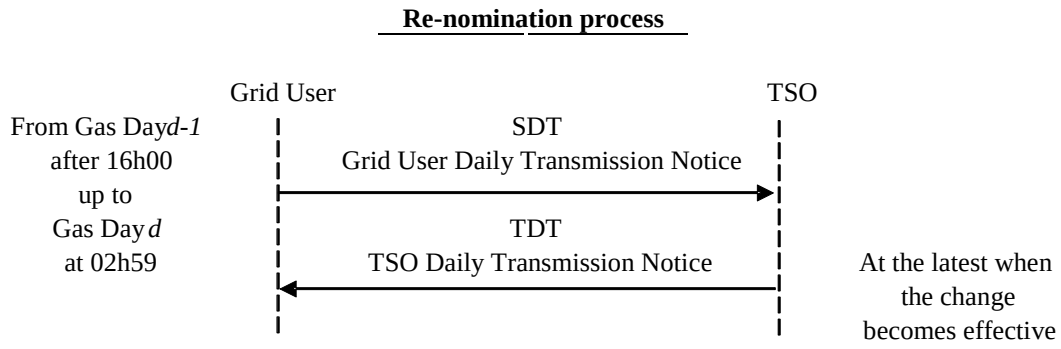
accordance with article 4.3.5~~4.3.5~~.

4.3.2. Initial nomination on Gas Day d-1 at 14h00



~~*4.3.3.*~~ The ~~intial~~initial nomination can be sent on D-1 ~~at~~ until 14:00 ~~is required~~ for all Interconnection Points and Domestic Exit Points ~~in case the Grid User wishes to receive a TMN.~~.

~~*4.3.4.*~~*4.3.3. Re-nomination cycle*



The re-nomination cycle starting every hour is optional. It is only used in case of changes to the (initial) nomination.

~~*4.3.5.*~~*4.3.4. Grid User's Daily Transmission Notice (SDT)*

This notice shall be issued by the Grid User to inform TSO about the quantities, expressed in kWh/h to be (re)delivered at each Interconnection Point and End User Domestic Exit Point for each hour of the Gas Day. At the same time, for matching and allocation purposes, the Grid User will indicate which (coded) upstream or downstream Grid User(s) will make available or offtake Natural Gas at the Interconnection Point or End User Domestic Exit Point.

On each Interconnection Point and End User Domestic Exit Point, a positive direction is conventionally defined:

- the positive direction (positive quantity) is the entry direction;

- the negative direction (negative quantity) is the exit direction.

During the Gas Day the SDT received after the Applicable Renomination Lead-Time change takes effect will be considered as valid. However, hourly quantities of the SDT that fall within the Applicable Renomination Lead-Time will not be taken into account.

The Edig@s notice type of the SDT will be "NOMINT".

~~The Grid User's Daily Transmission Notice shall be revised if the nominated hourly Interconnection Point or End User Domestic Exit Point nomination is to change from the previous notification. Such re-nomination shall at the earliest and within technical and operational limits, become effective after the Applicable Renomination Lead-Time, following the issue of a revised Grid User's Daily Transmission Notice.~~

In the event that the Grid User does not issue a valid Grid User's Daily Transmission Notice by Edig@s or by fax, the Confirmed Quantities for the related Interconnection Point or End User Domestic Exit Point will be zero (0) kWh/h.

~~*4.3.6.*~~*4.3.5. TSO's Daily Confirmation Notice (TDT)*

This notice shall be used by TSO to notify the Grid User for each hour of the relevant Gas Day of

- The hourly Confirmed Quantities of Natural Gas scheduled to be delivered to or redelivered from the Grid User at an Interconnection Point or an End User Domestic Exit Point, computed in accordance with section 5 and,
- For the Interconnection Points, the quantities the Adjacent TSO is able to receive or deliver for such pair of Grid Users, based on the nominations of the upstream or downstream Grid User and taking Constraints into account (hourly Processed Quantities).

The deadlines for TSO for sending a TDT to the Grid User will be 16h00 on the Gas Day before the delivery Gas Day. Any change after 16h00 on the Gas Day before the delivery Gas Day during the Gas Day will be confirmed before the re-nomination becomes effective.

The Edig@s notice type of the TDT will be "NOMRES".

In the event that the hourly Processed and/or Confirmed Quantities have changed, TSO shall, before the change become effective, issue a revised TSO's Daily Confirmation Notice. In the event that the Grid User issues a revised Grid User's Daily Transmission Notice, TSO shall before the re-nomination becomes effective, issue a revised TSO's Daily Confirmation Notice. TSO shall also issue a revised TSO's Daily Confirmation Notice whenever for any reason; deliveries or off-takes have been adjusted.

~~*4.3.7.*~~*4.3.6. Applicable Renomination Lead-Time*

The standard Applicable Renomination Lead-Time on all Interconnection Points and End User Domestic Exit Points is next full hour +2, but this can be decreased by the TSO at a specific Interconnection Point or End User Domestic Exit Point after notification by fax to the Grid Users in such case the Applicable Interruption/Constraint Lead-Time may also be revised. This notification shall specify the Interconnection Point or End User Domestic Exit Point, the Start Period and the Applicable Renomination Lead-Time / Applicable Interruption/Constraint Lead-Time. As from the specified Start Period, until further notification the Applicable Renomination Lead-Time / Applicable Interruption/Constraint Lead-Time shall be applicable on the specified Interconnection Point or End User Domestic Exit Point.

For the Net Confirmed Title Transfers ($NCTT_{h,z}$) relating to ZTP or ZTPL Notional Trading Services, the notification is accepted until 30 minutes before the considered hour.

~~4.3.8.~~4.3.7. *Applicable Interruption/Constraint Lead-Time*

The Applicable Interruption/Constraint Lead-Time is the minimum Lead-Time the TSO shall apply to inform Grid Users/End Users of any Interruption or Constraint or of the modification of the effective values of the Market Threshold(s).

The standard Applicable Interruption/Constraint Lead-Time for a given Gas Hour is 45 minutes after the last possible Renomination cycle for this Gas Hour.

Nevertheless, in case of modification of the effective value of the Market Threshold(s), TSO shall use its reasonable endeavours to give timely notice - at least before the Applicable Interruption/Constraint Leadtime to inform Grid User about the new effective values of the Market Threshold(s). The effective value of the Market Threshold(s) shall be communicated through the Grid User's Account Position Form as described in article 7.2.2.3~~7.2.2.3~~.

5. Confirmations

Per Zone (H Zone and L Zone), TSO will maximize the total hourly Confirmed Quantities of all Grid Users in the TSO's Daily Confirmation Notice (TDT) with regards to the Grid Users' Nominated Quantities taking into account the Grid Users' Nominated Quantities at the Interconnection Points and at the End User Domestic Exit Points and the following rules:

- Capacity rules in accordance with article 5.1~~5.1~~
- Constraint management rules in accordance with article 5.2~~5.2~~,
- Matching rules in accordance with article 5.3~~5.3~~,
- Balancing rules in accordance with article 5.4~~5.4~~, and
- Reductions rules in accordance with article 5.5~~5.5~~.

5.1. Capacity rules

5.1.1. Capacity check

TSO performs without prejudice to article 4.5 of Attachment A for operational purposes a first hourly capacity check for each Grid User in order that the hourly Confirmed quantities of the Grid User in the TSO's Daily Confirmation Notice is not exceeding the total $MTSR_{h,IP,g}$, $MTSR_{h,XP,g}$ reduced with the respectively $IMTSR_{h,IP,g}$ and $IMTSR_{h,XP,g}$ the Grid User is entitled to.

Without prejudice to article 4.5 of Attachment A, in case the Grid User would exceed its capacity rights on an Interconnection Point or End User Domestic Exit Point, TSO shall:

- Use its reasonable endeavours to give timely notice - at least before the Applicable Renomination Leadtime change should take effect - to the Grid User, by sending a notification by fax stating the Interconnection Point or the End User Domestic Exit Point on which the Grid User exceeded its capacity rights, the Nominated Quantity and the capacity rights the Grid User is entitled to, and
- Cap the Grid User hourly Confirmed Quantities in order not to exceed the capacity rights the Grid User is entitled to through the confirmation process as described in this article 5.5~~5.5~~.

5.1.2. Interconnection Point Interruption

The sequence of interruption of the Interruptible or Backhaul capacity will be based upon the contractual timestamp (the time of subscription) of the respective Interruptible or Backhaul capacity

Interruptible or Backhaul Transmission Services which were contracted earlier will be interrupted later.~~–~~ Interruptible or Backhaul capacity (with the same timestamp) contracted at the same time will be interrupted pro rata.

In case of partial or total interruption of the interruptible or backhaul capacity, as the case may be, is necessary, the TSO shall:

- Use its reasonable endeavours to give timely notice - at least before the Applicable Interruption/Constraint Leadtime - for each hour of the relevant Gas Day about the reduced availability of the interruptible or backhaul capacity rights on the Interconnection Point by sending a "TSO's Interruption Notice" by fax to the Grid Users specifying the Interruption Start Period, the Interruption End Period, the concerned Interconnection Point, the cause (causes) of the interruption, the direction and the remaining interruptible or backhaul capacity.
- Apply an Interconnection Point Interruption by reducing accordingly the Grid Users interruptible or backhaul capacity on the concerned Interconnection Point.

- Send a new TDT to notify the Grid Users of the revised hourly Confirmed Quantities at the Interconnection Point(s) in accordance with the confirmation process as described in this article 5 if necessary.

Before the Interruption End Time, the TSO shall use its reasonable endeavours to issue a revised "TSO's Interruption Notice" in order to modify the Interruption End Time and/or the interrupted capacity.

Reasons for interruption may be, but are not limited to: issues related to gasquality pressure, temperature, flow patterns, use of Firm Transmission Services, maintenance, up- or downstream reductions, public service obligations and congestion management.

5.1.3. End User Domestic Exit Point Interruption

If TSO expects that the availability of the interruptible capacity on an End User Domestic Exit Point will be reduced, the End User Domestic Exit Point Interruption and Constraint Procedure in accordance to Attachment C.2 shall apply. This End User Domestic Exit Point Interruption and Constraint Procedure shall be provided to the Grid User and End User for each relevant End User Domestic Exit Point on which the Grid User subscribed Capacity Services on which this End User Domestic Exit Point Interruption and Constraint Procedure shall be applicable.

5.1.4. Application principle in case of an Interruption

~~The capacity rights with a higher Interruptible Capacity Level shall be interrupted before the capacity rights with a lower Interruptible Capacity Level. In a given Interruptible Capacity Level~~In case of interruption, the reduced available interruptible or backhaul capacity shall be distributed over the Grid Users in the same proportion as the subscribed $MTSR_i$ or $MTSR_b$ of all the relevant Grid Users.

5.2. Constraint Management Rules

Five different types of constraints could be defined:

- Interconnection Point Constraint,
- Cross Border Delivery Service Constraint
- End User Domestic Exit Point Constraint,
- UK Gas Quality Constraint, and
- Imbalance Constraint on the Market Balancing Position.

5.2.1. Interconnection Point Constraint

An Interconnection Point Constraint is an (un)planned event for a given limited period during which some contractual obligations cannot be met, that causes the available hourly capacity to be less than the sum of the Grid Users' hourly Confirmed

Quantities and shall result in a revision of the hourly Confirmed Quantities on the Interconnection Point on which the Interconnection Point Constraint has been put.

5.2.2. Cross Border Delivery Service Constraint

A Cross Border Delivery Service Constraint is an (un)planned event occurring on the transmission system where the Cross Border Capacity is located and during which some contractual obligations cannot be met for a given limited period and whereby causes the available hourly Cross Border Delivery Service and its associated Entry, Exit and/or OCUC Services to be less than the sum of the Grid Users' hourly Confirmed Quantities. This event leads to a revision of the hourly Confirmed Quantities on the Interconnection Point on which the Cross Border Delivery Service Constraint has been put.

5.2.3. End User Domestic Exit Point Constraint

A Constraint on an End User Domestic Exit Point is an (un)planned event for a given limited period during which the TSO requests the End User to reduce its offtake and that causes the Grid User's available hourly capacity to be less than the Grid User's hourly Confirmed Quantities on the End User Domestic Exit Point and shall result in a revision of the hourly Confirmed Quantities on the End User Domestic Exit Point on which the constraint has been put in accordance to Attachment C.2.

5.2.4. UK Gas Quality Constraint

A UK Gas Quality Constraint is an event for a given limited period during which, part or all of the Non UK Compliant Exit at IZT and/or Zeebrugge Beach can be interrupted by the TSO and that causes the Grid User's available hourly capacity to be less than the Grid User's hourly Confirmed Quantities in accordance to Article 7 of Attachment A.

5.2.5. Imbalance Constraint on the Market Balancing Position

An Imbalance Constraint on the Market Balancing Position is an (un)planned event for a given limited period during which the Market Balancing Position Forecast in accordance with article 7.2.2.3~~7.2.2.3~~ shall be constraint to a specific level to safeguard the System Integrity in case of shortage of Natural Gas.

This Imbalance Constraint on the Market Balancing Position for a given hour:

- Shall be applied pro rata the Grid Users with a negative Forecasted Grid User's Position on the same hour proportional to the hourly Confirmed Quantities on the Interconnection Points in the negative direction, excluding the Quality Conversion Installations, and
- Shall result in a revision of the hourly Confirmed Quantities on different Interconnection Points.

In case these quantities do not cover the quantity to be reduced, the remaining part will be distributed proportional to the hourly Confirmed Quantities on the Interconnection Points in the negative direction of the Grid Users' with a positive (or equal to zero) Forecasted Grid User's Balancing Position on this hour.

5.2.6. Constraint Management

In case of an Interconnection Point Constraint, a Cross Border Delivery Service Constraint, an UK Gas Quality Constraint or an Imbalance Constraint on the Market Balancing Position, the TSO shall:

- Use its reasonable endeavours to give timely notice - at least before the Applicable Interruption/Constraint Leadtime - to the Grid Users, of the particular constraint by sending a "TSO's Constraint Notice" in accordance with article 5 by fax to the Grid Users specifying the Constraint Start Period, the Constraint End Period, the concerned Interconnection Point, the direction and the remaining capacity,
- Will apply a constraint on the related Interconnection Point, or the Market Balancing Position that limits the total hourly Confirmed Quantities of the affected Grid Users,
- Send a new TDT to notify the Grid Users of the revised hourly Confirmed Quantities at the Interconnection Point(s) in accordance with the confirmation process as described in this article 5 if necessary. Before the Constraint End Period, the TSO may issue a revised "TSO's Constraint Notice" in order to modify the Constraint End Time and/or the remaining capacity.

5.2.7. Application principle in case of a constraint

In case of an Interconnection Point Constraint, a Cross Border Delivery Service Constraint, an End User Domestic Exit Point Constraint, a UK Gas Quality Constraint or an Imbalance Constraint on the Market Balancing Position, the confirmation process described in this article 5 will maximize the total hourly Confirmed Quantities of all Grid Users taking into account the applicable constraint(s) and will distribute the available confirmation level over the Grid Users being in equivalent situation pro-rata of their requested use of the related point. TSO is under no obligation to justify its decisions in respect of the confirmation process vis-à-vis the Grid User.

5.3. Matching rules

5.3.1. Matching at an Interconnection Point

5.3.1.1. Matching at an Interconnection Point which is not of type Quality Conversion Point

There will be a verification procedure at an Interconnection Point which is not a Quality Conversion Point. This verification procedure is executed in order to check whether:

- The internal and external EDIG@S coded Grid Users contained in the notice emanating from the Adjacent TSO and the internal and external EDIG@S coded Grid Users resulting from the Grid User's nomination at the Interconnection Point are the same, and
- For each pair of Grid Users the hourly quantities, contained in the notice emanating from the Adjacent TSO and, the quantities nominated by the Grid User in the Transmission Grid for delivery to and/or for offtake from the Grid User in the Transmission Grid of the Adjacent TSO at the Interconnection Point are equal.

In case the same pair of Grid Users is notified and the quantities are equal, then there is a Match, the matched quantities will be the nominated quantities.

If the pair of Grid Users is the same, but not the quantities, then there is a Mismatch, the matched quantities will be the lesser of both nominated quantities.

If the pair of Grid Users is not the same, then there is a Mismatch, in this case the matched quantities will be zero.

5.3.1.2. Matching at an Interconnection Point of type Quality Conversion Point

The matching procedure in accordance with article 7.2 of attachment C.3 shall apply for nominations at the Quality Conversion Point.

5.3.2. Matching at an End User Domestic Exit Point

The matched quantity shall be equal to the nominated quantity at the End User Domestic Exit point.

5.4. Balancing Rule

In case of nominations on services of the type Wheeling, Zee Platform, Operational Capacity Usage Commitment or Direct Line Services the confirmation process described in article 5 will respect the balancing rule that for each hour the sum of the confirmations of the Grid Users at both Interconnection Points on which the Wheeling, Zee Platform, Operational Capacity Usage Commitment, or at the Interconnection Point and the Domestic Exit Point for Direct Line Service, is applicable shall be equal with an opposite sign. In case of "imbalance", a reduction will take place in accordance with article 5.5~~5.5~~.

5.5. Reduction Rules

TSO shall use the "lesser-of-rule principle" which means that in case at an Interconnection Point or at an End User Domestic Exit Point, the nominated quantity is higher than the available capacity restricted by any capacity rule, constraint management rule or matching rule, the Confirmed Quantity shall be the lesser of all quantities.

In order to respect the balancing principle applicable to Wheeling, Zee Platform, Operational Capacity Usage Commitment and Direct Line Services as described in

article 5.4~~5.4~~, and, without prejudice to the capacity rule, constraint management rule or matching rule, TSO shall use the "lesser-of-rule principle" which means that in case at an Interconnection Point or at an End User Domestic Exit Point, the nominated quantity is higher than the available capacity restricted by any capacity rule, constraint management rule, matching rule or balancing rule, the Confirmed Quantity shall be the lesser of all quantities.

Each Grid User has the possibility to send for Wheeling, Zee Platform, Operational Capacity Usage Commitment or Direct Line Services to TSO its priority reduction list for each shipper code per Interconnection Point or End User Domestic Exit Point through its nominations using Edig@s version 4 or higher.

For a Grid User, insofar there are several equivalent possible solutions complying with the capacity, constraint management and matching rules as described in article 5, TSO will take this priority reduction list into account in order to determine which shipper code(s) on which Interconnection Point(s) or End User Domestic Exit Point(s) has to be reduced first to respect the Balancing Rule.

There are 20 priority levels available (from 1 to 20), the shipper code(s) with a lower priority level, shall be reduced before the shipper codes(s) with a higher priority level in order to achieve a balanced position. If several shipper codes have the same priority level, even on different Interconnection Point(s) or End User Domestic Exit Point(s), this results in a proportional reduction of these shipper codes at these Interconnection Point(s) or End User Domestic Exit Point(s). The Zeebrugge Beach shall always be the last Interconnection Point to be reduced. If no priority order is communicated on the last nomination, the nomination will be treated by default as a nomination with a priority level of ten (10).

It is not possible to communicate a priority reduction list through a fax or through nominations sent with Edig@s version 1, 2 or 3; the shipper codes on these nominations will be treated by default as a nomination with a priority level of ten (10).

6. Physical delivery/offtake obligations relating to a physical transaction

When entering into a TSO Physical Transaction, the Grid User shall make physical deliveries/offtakes that are in compliance with the requirements hereunder.

For a sale transaction from Grid User to TSO, the Grid User shall:

- simultaneously deliver the quantities of gas relating to such transaction at any Interconnection Point in the concerned Zone by increasing consequently its matched entry nominations at such Interconnection Point or,
- simultaneously and for the quantities of gas relating to such transaction, decrease its offtakes at any Interconnection Point or End User Domestic Exit Point of the concerned Zone by decreasing consequently its matched exit nominations at such Interconnection Point or shall cause the concerned End User to decrease consequently its gas offtakes;

For a purchase transaction from Grid User to TSO, the Grid User shall:

- simultaneously offtake the quantities of gas relating to such transaction at any Interconnection Point in the concerned or End User Domestic Exit Point of the concerned zone by increasing consequently its matched exit nominations1 at such Interconnection Point or shall cause the concerned End User to increase consequently its gas offtakes or,
- simultaneously and for the quantities of gas relating to such transaction, decrease its deliveries at any Interconnection Point of the concerned Zone by decreasing consequently its matched entry nominations1 at such Interconnection Point;

For the avoidance of any doubt, the Grid User is expected to increase or decrease as the case may be, its entry or exit nomination and cause its counterpart in the adjacent grid to do so as well in order to achieve the desired increase or decrease of the matched entry nomination.

Upon request by the TSO, the Grid User shall communicate to the TSO, per transaction, the proof of its compliance with the above mentioned physical delivery/offtake obligations. TSO have the right to verify whether the Grid User effectively meets its physical delivery/offtake obligation. It is understood that Grid User does not meet its obligation if it delivers/offtakes at a Interconnection Point or End User Domestic Exit Point but deliberately compensates (totally or partially) such delivery/offtake by a modification of its delivery/offtakes at other Interconnection Point(s) or End User Domestic Exit Point(s).

In case the Grid User did not meet its obligation, the TSO have the right to:

- charge Grid User, and the Grid User shall have to pay, any balancing costs incurred by the TSO relating to the specific behavior of this Grid User, and/or,
- suspend the right for the Grid User to enter into a TSO Physical Transaction with immediate effect and until further notice.

7. Allocation Procedure

7.1. Gas Allocation Rules

7.1.1. Allocation at the Interconnection Point

The determination of the provisional quantities of Natural Gas (re)delivered at the Interconnection Points shall be performed on an hourly basis using Telemetered quantities.

The determination of the final quantities of Natural Gas (re)delivered at the Interconnection Points shall be performed on an hourly basis after the Month using Checked Metered quantities.

The Checked Metered quantities will be determined according to the respective Interconnection Agreement or according to the Metering Procedures as described in Attachment D.1 applicable between the TSO and the respective Adjacent TSO.

Two different allocation regimes can apply: OBA and proportional.

7.1.1.1. OBA or Operational Balancing Agreement allocation regime

This allocation regime shall be preferred at all Interconnection Points.

The allocation of the hourly quantities of natural gas (re)delivered at the Interconnection Points will be equal to the hourly Confirmed Quantities, and the difference between the sum of the hourly Allocated Quantities and the Metered Quantities will be allocated to a balancing account held between the TSO and its Adjacent TSO or any other party.

The TSO and the Adjacent TSO shall be responsible for the balancing of this account. In case the TSO has a Grid User as balancing party, the TSO shall be responsible for balancing this account.

7.1.1.2. Proportional allocation regime

As default, in case there is no OBA or if the TSO and the respective Adjacent TSO agree that the balancing account has exceeded a pre-defined threshold, as described in the Interconnection Agreement, the proportional regime will be applicable.

Allocation of the hourly quantities of Natural Gas (re)delivered or deemed to be (re)delivered at the Interconnection Points shall be performed by the TSO, according to the following rules:

- for those hours so notified and for those quantities delivered or off-taken in the opposite direction of the intended physical flow, the allocation of the hourly quantities for the Grid User will be equal (deemed) to the hourly Confirmed Quantities;
- for those hours so notified and for those quantities delivered or off-taken in the same direction as the intended physical flow, the allocation of the hourly quantities for the Grid User will be equal to the hourly Metered Quantities, increased with the quantities delivered or off-taken in the opposite direction of the intended physical flow, multiplied by the ratio of the hourly Confirmed Quantities of the Grid User to the sum of the hourly Confirmed Quantity for all Grid Users flowing gas in the same direction as the intended physical flow.

7.1.1.3. Allocation methodology modification

Any Gas Allocation Rule can be overruled by a new rule as agreed between the TSO and its respective Adjacent TSO at the Interconnection Point. According to the EASEE-gas CBP 2005-002/01 on “Interconnection Agreement”, as approved on September 8, 2005, such new rule will be communicated to the Grid User(s) before such change takes effect.

7.1.2. Allocation at the End User Domestic Exit Point

The determination of the provisional quantities of Natural Gas offtaken by the End User at the End User Domestic Exit Point shall be performed by the TSO on an hourly basis using Telemetered quantities.

The determination of the final quantities of Natural Gas offtaken by the End User at the End User Domestic Exit Point shall be performed by the TSO on an hourly basis after the Month using Checked Metered quantities determined according to the Connection Agreement or according to the Metering Procedures as described in Attachment D.1 as the case may be.

The Domestic Energy Allocation XEA_h and XEA'_h, allocated to the Grid User(s) at the End User Domestic Exit Point, shall be determined according to the Allocation Agreement of that End User Domestic Exit Point. In case no Allocation Agreement exists for the End User Domestic Exit Point, TSO shall communicate to the Grid User(s) a default Gas Allocation Rule.

7.1.3. Allocation at the Distribution Domestic Exit Point

The determination of the provisional quantities of Natural Gas offtaken by the End User at the Distribution Domestic Exit Point shall be performed by the TSO on an hourly basis using Telemetered quantities.

The determination of the final quantities of Natural Gas offtaken by the End User at the Distribution Domestic Exit Point shall be performed by the TSO on an hourly basis after the Month using Checked Metered quantities determined according to the Connection Agreement.

The Domestic Energy Allocation XEA_h and XEA'_h, allocated to the Grid User(s) at the Distribution Domestic Exit Point, shall be determined according to data provided by the respective Distribution Network Operators.

7.1.4. Imbalance Smoothing Allocation

The TSO shall send Imbalance Smoothing Allocations ($XEAis_{h,z,g}$) to Grid Users supplying the Distribution Domestic Exit Points. Such Imbalance Smoothing Allocations are intended to limit the effect of the (predictable) Distribution Domestic Exit Points offtake profile on the Grid User Balancing Position.

Imbalance Smoothing Allocations have an opposite hourly profile to the forecasted hourly offtake profile of the Distribution Domestic Exit Points and is volume neutral on a daily basis, so the sum of all hourly Imbalance Smoothing Allocations ($XEAis_{h,z,g}$) for Grid User g, for Zone z for of the considered Day is equal to zero.

$$\sum_{\text{all hours of day } d} XEAis_{h,z,g} = 0$$

The Imbalance Smoothing Allocations *($XEAis_{h,z,g}$)* for the next Gas Day (23, 24 or 25 quantities) are determined by the TSO based on the following steps:

- the determination of the Distribution Domestic Exit Points Deep Point ($MBP_{DDEP,DP,d,z}$) for a given gas day which is based on the forecasted offtake of Distribution Domestic Exit Points of Customer Segments S31, S32 and S41 per Zone with a flat daily neutral entry profile. The Distribution Domestic Exit Points forecast uses historical data, similar days and temperature forecast to assess the total consumption over the Gas Day. The swing is the cumulated

difference of entry and offtake quantities; the Distribution Domestic Exit Points Deep Point ($MBP_{DDEP,DP,d,z}$) is the deepest point of the swing during the gas day;

- the smoothing of the deep point using the monthly Imbalance Smoothing Allocation parameters *($IS_{m,z}$)*, expressed in GWh.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
H Zone	11	11	11	8	4	4	3	3	4	8	11	11
L Zone	6	6	6	6	4	4	3	3	4	6	6	6

- the determination of the Imbalance Smoothing Allocation Factor ($ISF_{m,z}$) using the ratio between Distribution Domestic Exit Points Deep Point ($MBP_{DDEP,DP,d,z}$) and Imbalance Smoothing Allocation parameter ($IS_{m,z}$);

$$ISF_{m,z} = \frac{IS_{m,z}}{MBP_{DDEP,DP,d,z}}$$

- the determination of the hourly Distribution Domestic Exit Points Imbalance of each Grid User ($I_{DDEP,h,z,g}$) is calculated as the sum of the forecasted hourly offtake of Distribution Domestic Exit Points of Customer Segments S31, S32 and S41 per Zone per Grid User with a flat daily neutral entry profile;
- Divide the monthly Imbalance Smoothing Allocation parameter *($IS_{m,z}$)* amongst Grid Users by multiplying the Imbalance Smoothing Allocation Factor *($ISF_{m,z}$)* and the hourly Distribution Domestic Exit Points Imbalance of each Grid User($I_{DDEP,h,z,g}$).

$$XEAis_{h,z,g} = ISF_{m,z} \; x \; I_{DDEP,h,z,g}$$

For the sake of clarity, the provisional total Exit Energy Allocation for hour *h* for Zone *z* and for Grid User *g* is equal to the sum of all provisional Exit Energy Allocations *($XEA_{h,z,g}$)* of Grid User *g* for Zone *z* increased by the Imbalance Smoothing Allocation *($XEAis_{h,z,g}$)* of Grid User *g* for hour *h* for Zone *z*. So that, for Grid Users supplying towards the Distribution Domestic Exit Points, the formula for the calculation of the Grid User Balancing Position *($GBP^*_{h,z,g}$)* as provided for in article 8.3.2 of Attachment A shall be interpreted as including the Imbalance Smoothing Allocations of the Grid User *($XEAis_{h,z,g}$)* into the sum of its $XEA_{h,z,g}$.

In case the forecasted Imbalance Smoothing Allocation requirement exceeds the monthly maximum Imbalance Smoothing Allocation parameter, the forecasted Distribution Domestic Exit Points offtake profile will not be fully smoothed by the Imbalance Smoothing Allocations *($XEAis_{h,z,g}$)*. The remaining imbalance will be visible in the Grid User Balancing Position *($GBP_{h,z,g}$)*, and Grid User is responsible for the appropriate balancing of his portfolio as described in article 8 of Attachment A.

The Imbalance Smoothing Allocations are communicated to the involved Grid Users as set out in 7.2.

The final Imbalance Smoothing Allocations *(XEA'is$_{h,z,g}$)* equal the provisional Imbalance Smoothing Allocations *(XEAis$_{h,z,g}$)*.

7.2. Reporting

7.2.1. Process

The allocation will be performed on an hourly basis, whereas the daily quantities will be obtained by adding the hourly quantities of all individual hours for that particular Day and whereas the monthly quantities will be obtained by adding the daily quantities of all individual Days for that particular Month.

Monthly forms for Month *m* with final allocation data will be made available to the Grid User not later than the twentieth (20th) Business day of the Month *m*+1.

7.2.2. Hourly Reporting

7.2.2.1. Grid User's provisional Hourly Allocation Form

This form gives, for hour h, the provisional hourly allocations for Interconnection Points and End User Domestic Exit Points subscribed by the Grid User and Distribution Domestic Exit Points allocated to the Grid User.

In normal circumstances TSO shall send the messages within the first half hour following the allocated hour.

The Edig@s notice type will be "ALOCAT".

The TSO may decide to revise the message in case of detected major calculation error in the provisional Allocations. If this is the case each Grid User will receive a revised message.

The corrected data shall also be available on the Electronic Data Platform.

7.2.2.2. Grid User's Imbalance Smoothing Allocation Form

This form gives, for each hour of the Gas Day, the hourly allocated quantities as Imbalance Smoothing Allocation for the Grid User.

In normal circumstances TSO shall send the message on Gas Day d-1 for Gas Day d within the first half hour after 11h. At the same moment also Grid User's Imbalance Smoothing Allocation Forms shall be send for Gas Day *d*+1, *d*+2 and *d*+3.

The Edig@s notice type will be "ALOCAT".

The TSO may decide to revise the message in case of detected major calculation error in the allocation of the Grid User Imbalance Smoothing Allocation. If this is the case each Grid User will receive a revised message.

The corrected data shall also be available on the Electronic Data Platform.

7.2.2.3. Grid User's Account Position Form

This form gives per Zone, for each hour of the Gas Day, the provisional (for the hour(s) in the past) and the forecasted (for the hour(s) in the future)

- Grid User's Balancing Position before settlement,
- online within-day Grid User Excess or Shortfall Settlement,
- online end of day Grid User Excess or Shortfall Settlement,
- Market Balancing Position before settlement,
- online within-day Market Excess or Shortfall Settlement,
- online end of day Market Excess or Shortfall Settlement,
- upper and lower Market Threshold limits, and
- upper and lower Market no-incentive zone limits.

For the avoidance of any doubt, the forecasted information published by TSO is for information purposes only. This forecasted information is based among other on the status at one moment in time of the confirmations of the nominations sent by the grid users to the TSO and is updated at least on an hourly basis. However, TSO offers no guarantee that the information supplied is complete, accurate, reliable or up-to-date. TSO may in no case be held liable for the use of this information which use is under the exclusive responsibility of the Grid User

In normal circumstances TSO shall communicate to each Grid User its Grid User's Account Position Form on Gas Day *d*-1 for Gas Day *d* within the first half hour after 15h. Every hour after 15h30 TSO shall send an updated version of this Grid User's Account Form on Gas Day *d*-1 for Gas Day d. Within the same Gas Day d, TSO shall send in normal circumstances the messages within the first half hour following the allocated hour.

The Edig@s notice type will be "IMBNOT/ACCSIT".

The TSO may decide to revise the message in case of detected major calculation error in the information provided in this message or when the effective values of the Market Threshold shall be modified for next full hour +1. If this is the case each Grid User will receive a revised message.

The corrected data shall also be available on the Electronic Data Platform.

7.2.3. Monthly Final Allocations

The monthly figures will be obtained by adding up all of the individual final Hourly Allocated Quantities of all of the individual Gas Days for that particular Month. A Monthly Interconnection Point Account Statement, a Monthly Interconnection Point Grid User Detail Statement and a Monthly Grid User Pair Detail Statement will be made available to the Grid User not later than the tenth (10th) Business Day of the following month.

Monthly Final Allocations on Domestic Exit Point(s) will due to unavailability of validated metering data not be made available to the Grid User at the tenth (10th) Business Day of the following month, but shall be made available later through the invoices. Monthly Preliminary Allocations on Domestic Exit Point(s) are however available not later than the twentieth (20th) Business Day of the following month.

7.2.3.1. Monthly Interconnection Point Account Statement

This statement consists of two forms:

- A monthly form which will specify on a daily basis for the Interconnection Point the Daily Confirmed Quantities on the Interconnection Point of all Grid Users as well as the Final Daily Allocated Quantities of all Grid Users and the Daily Metered Quantities on the Interconnection Point, together with the Daily average metered GCV. The Daily Confirmed and Daily Final Allocated Quantities are presented both in energy and volume terms,
- A daily form which will specify on an hourly basis for the Interconnection Point the Hourly Confirmed Quantities on the Interconnection Point of all Grid Users as well as the Final Hourly Allocated Quantities of all Grid Users and the Hourly Metered Quantities on the Interconnection Point, together with the hourly metered GCV. The Hourly Confirmed and Hourly Final Allocated Quantities are presented both in energy and volume terms.

7.2.3.2. Monthly Interconnection Point Grid User Detail Statement

This statement consists of two forms:

- A monthly form which will specify on a daily basis for each individual Grid User, the Daily Confirmed Quantities on the Interconnection Point, and the Daily Final Allocated Quantities, in energy terms,
- A daily form which will specify on an hourly basis for each individual Grid User, the Hourly Confirmed Quantities on the Interconnection Point, and the Hourly Final Allocated Quantities, in energy terms.

7.2.3.3. Monthly Grid User Pair Detail Statement

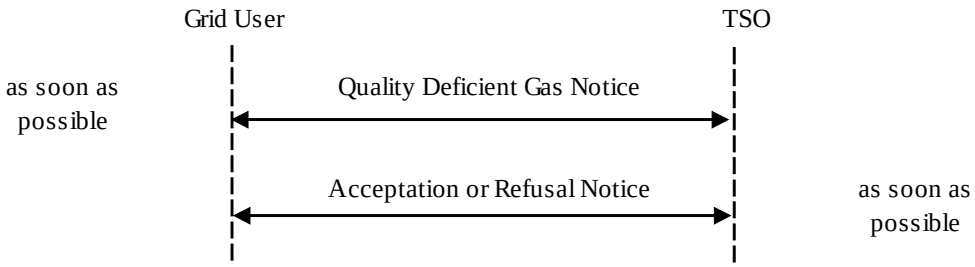
This form will specify for each individual Grid User Code on the Interconnection Point(s) the Daily Confirmed and Allocated Quantities with the upstream or downstream Grid User(s) on the Interconnection Point(s).

- The Daily Grid User Pair Detail Statement will, subject to a request from the Grid User, only be submitted to the Grid User in case of justified requests.

8. Gas quality

When the Grid User or the TSO is informed that Quality Deficient Gas is being or is going to be made available on a given Gas Day at any Interconnection Point or Domestic Exit Point, he is obliged to inform the other party and the End User in case of Domestic Exit Point of this information.

Notification of Quality Deficient Gas



The Grid User or the TSO shall as soon as possible notify the other party as well as the End User in case of Domestic Exit Point by sending a "Quality Deficient Gas Notice" by fax in accordance to Attachment C.1 Appendix 3. This document shall contain following information:

- Grid User and TSO Name,
- Interconnection Point or Domestic Exit Point,
- Estimated Start Time of the (re-)delivery of the quality deficient gas at the Interconnection Point or the Domestic Exit Point,
- Estimated End Time of the (re-)delivery of the quality deficient gas at the Interconnection Point or the Domestic Exit Point,
- Estimated quality deficient gas quantity (in kWh) , and
- Expected deficient gas composition characteristic(s)

All relevant additional information regarding the (re-)delivery period or the gas composition characteristic(s) shall be added on the document.

The notification shall be revised at any time prior or during the Gas Day to which it applies, if the (re-)delivery quality deficient gas characteristics and / or duration are expected to change from the previous notification.

The Grid User or the TSO who receives a quality deficient gas notification shall inform the other party by fax whether he accepts or not the delivery of quality deficient gas as mentioned in the notification. He should also mention the accepted quantity of gas (kWh). If he refuses in total the (re-)delivery of Natural Gas then the accepted quantity should state zero (0). In case the TSO does not accept the entire quantity for delivery of quality deficient gas as mentioned in the notification, TSO shall apply the relevant constraint management rules in accordance with article 5.2~~5.2~~.

If no acceptation / refusal message is received between the communication of a Quality Deficient Gas notice and the start of the (re-)delivery of this Quality Deficient Gas at the concerned Interconnection Point or Domestic Exit Point, the (re-)delivery would be considered as accepted by all parties.

If quality deficient gas is delivered at any Interconnection Point or Domestic Exit Point without prior notice of this event the Grid User and TSO should contact each other by telephone followed immediately after by a Quality Deficient Gas Notice (as described here above).

9. Maintenance Procedures

9.1. General

TSO will use its reasonable endeavours to obtain, renew and maintain all the legal authorisations, permits or licenses which are required in order to maintain and operate the Transmission System. Failure to obtain or renew any authorisations, permits or licenses required for the operation and maintenance of the Transmission System, in due time, not attributable to any delay caused by TSO or other act or omission on the part of TSO; or a refusal by the authorities to maintain such authorisations, permits or licenses, not attributable to any delay caused by TSO or other act or omission on the part of TSO, shall constitute Force Majeure, in which case Article 11 of the Standard Transmission Agreement shall apply.

TSO shall operate the Transmission System in accordance with the standards of a Reasonable and Prudent Operator and shall make all reasonable efforts to facilitate the day to day operations of the delivery and the redelivery of Natural Gas hereunder, according to this Attachment C.

TSO shall maintain, repair and replace the Transmission System and keep said system in good working order and condition in order to meet and to be consistent with the Transmission Services obligations hereunder, and operate the same in accordance with the standards of a Reasonable and Prudent Operator.

TSO and Grid User agree to cooperate in the planning and scheduling of any installations, connections, disconnections and removals of relevant facilities so as to facilitate necessary maintenance, repair and replacement works, and to reduce necessary interruption periods and to minimize interruptions conform the provisions of this section 9.

Maintenance, repair or replacement works affecting the $MTSR_f$ and/or $MTSR_b$ shall be limited in duration and instances insofar as reasonably possible in accordance with the provisions of this section 9. TSO, acting as a Reasonable and Prudent Operator, has the right to order interventions on all or part of the Transmission System for maintenance, repair or replacement works of the Transmission System which works may have an impact on the availability of the $MTSR_f$ and/or $MTSR_b$.

Any interruption in the subscribed Transmission Services for maintenance, repair or replacement works shall be allocated between the Grid Users on a fair and equitable basis, and to the extent possible pro rata their respective subscribed Transmission Services, in accordance with this Attachment C of the Access Code for Transmission. TSO shall use its reasonable endeavours to respect the subscribed Transmission Services of the Grid Users during such maintenance, repair and replacement works insofar possible from an operational and technical point of view.

9.2. Long Term Planned Works

Each Contract Year TSO shall discuss with the Grid Users having $MTSR_f$ and/or $MTSR_b$ during the considered Contract Year (to TSO' best knowledge at the time of such discussion), prior to September of the relevant Contract Year:

(i) the maintenance, repair and replacement works to be carried out during the next Contract Year (the "Long Term Planned Works") and the corresponding reductions of the $MTSR_f$ and/or $MTSR_b$ during such works; and,

(ii) the timing and duration of such period for Long Term Planned Works.

Following such discussion, TSO shall decide on the period and duration of the Long Term Planned Works and shall use its reasonable endeavours to provide Grid User, no later than 15 December in the Contract Year preceding the Long Term Planned Works, the program of aforementioned works to be carried out on the Transmission System during the next Contract Year.

Said program shall be established to co-ordinate and synchronise the anticipated maintenance, repair and replacement works to be performed on the Transmission System so as to minimise any disruptions in the ability of the Grid Users to use their $MTSR_f$ and/or $MTSR_b$.

Any interruption of the subscribed Transmission Services shall be fairly and equitably allocated to the Grid Users and to the extent possible pro rata their respective subscribed Transmission Services, in accordance with this Attachment C. TSO acting as a Reasonable and Prudent Operator shall use its reasonable efforts to limit the interruption of the $MTSR_f$ and/or $MTSR_b$ for Long Term Planned Works to the extent which is necessary in order to have the cause thereof remedied. TSO shall inform the Grid Users as soon as possible on the resumption of the performance of the subscribed Transmission Services.

9.3. Short Term Planned Works

Without prejudice to Article 9.2~~9.2~~, TSO shall have the right to perform maintenance, repair or achieve replacement works which are required to be promptly performed in order to maintain the safety or integrity of the Transmission System (the "Short Term Planned Works"). TSO shall notify the schedule and the estimated duration of such Short Term Planned Works and the extent of the interruption of the $MTSR_f$ and/or $MTSR_b$ as soon as possible to Grid User having $MTSR_f$ and/or $MTSR_b$, but not later than ten (10) Business Days before such Short Term Planned Works are due to be carried out.

The date(s) of such Short Term Planned Works shall be binding upon TSO once confirmed after the above notification. Any interruption of the subscribed Transmission Services shall be fairly and equitably allocated to the Grid Users and to the extent possible pro rata their respective subscribed Transmission Services, conform to this Attachment C. TSO acting as a Reasonable and Prudent Operator shall use its reasonable efforts to limit the interruption of the $MTSR_f$ and/or $MTSR_b$ for Short Term Planned Works to the extent which is necessary in order to have the

cause thereof remedied. TSO shall inform the Grid Users as soon as possible on the resumption of the performance of the subscribed Transmission Services.

9.4. Emergency

In accordance with Attachment F, in case of Emergency TSO shall have the right at any time and without prejudice to section 9.1~~9.1~~, 9.2~~9.2~~, and 9.3~~9.3~~, to interrupt all or part of the $MTSR_f$ and/or $MTSR_b$ immediately in order to safeguard the safety and integrity of the Transmission System and to perform the necessary repairs and/or replacement works.

9.5. Reduced Service Days

The total number of Days in any Contract Year during which the $MTSR_f$ and/or $MTSR_b$ may be interrupted in whole or in part by TSO for Long Term Planned Works and Short Term Planned Works (the "Reduced Service Days") shall not, in aggregate, be more than fourteen (14) Days per Contract Year.

In case a Contract Year would be less than a Year, the number of Reduced Service Days for the considered Contract Year shall not, in aggregate, be more than fourteen (14) Days pro rata the relation of the number of Days in the Contract Year to the number of Days in the Year.

The number of Reduced Service Days shall be calculated on a full Day equivalent basis meaning, by way of example, that:

(i) if the $MTSR_f$ and/or $MTSR_b$ are completely interrupted during six (6) hours it shall be accounted for as 0.25 of a Day; and,

(ii) if fifty (50) % of the $MTSR_f$ and/or $MTSR_b$ is interrupted during four (4) complete Days it shall be accounted for as two (2) Days.

9.6. Adjustment of the Monthly Capacity Fee

During any Long Term or Short Term Planned Works, the Monthly Capacity Fee for the $MTSR_f$ and/or $MTSR_b$ shall remain due by Grid User to TSO provided the number of Days during which the $MTSR_f$ and/or $MTSR_b$ are interrupted does not exceed the aforementioned maximum number of Reduced Service Days.

In the event TSO exceeds the maximum number of Reduced Service Days, the Monthly Capacity Fee for the $MTSR_f$ and/or $MTSR_b$ shall be reduced pro rata the interrupted $MTSR_f$ and/or $MTSR_b$ and for the term exceeding the Reduced Service Days.

For the avoidance of doubt, sections 9.1~~9.1~~ to 9.6~~9.6~~ included are not applicable to any $MTSR_i$.

Without prejudice to Article 5.1~~5.1~~, TSO may interrupt at any time, unconditionally and without any obligation to justify and/or to motivate such interruption, of all or part of the $MTSR_i$.

For the sake of clarity, sections 9.5~~9.5~~ and 9.6~~9.6~~ are not applicable to any $MTSR_{f,zpf}$ and/or $MTSR_{b,zpf}$.

9.7. Maintenance on Cross Border Capacity

Without prejudice to sections 9.1 to 9.4, the Adjacent TSO which operates the Cross Border Capacity shall have the right to perform maintenance, repair or achieve replacement works which are required to be performed in order to maintain the safety or integrity of its transmission system. In the event such maintenance impacts the Cross Border Capacity, TSO may interrupt the $MTSR_{f,cbds}$.For the sake of clarity, sections 9.5~~9.5~~ and 9.6~~9.6~~ are not applicable to any $MTSR_{f,cbds}$.

It is being understood that TSO and the Adjacent TSO which operates the Cross Border Capacity shall make reasonable efforts to coordinate their Maintenance planning in order to limit the impact on the $MTSR_{f,cbds.}$

10. Exchanged Data

Operational data will be made available on a reasonable endeavour basis at both Interconnection Points and Domestic Exit Points through the Electronic Data Platform.

11. Contact details

Both parties (the Grid User and TSO) shall use the contact details sheet as appended in attachment 1 of the Standard Transmission Agreement in order to inform each other of their contact details.

12. ANNEX C1.1 – TSO Constraint Notification

Fax

FLUXYS

To	*[Grid User's Name]* Gas Operations	Your reference	
Fax	*[Grid User's Fax nbr]*	Our reference	
Copy to		Internal copy	Commercial Department
From	Dispatching Fluxys Gas Flow, Metering & Cathodic Protection		
		N° of pages	1
		Date	
Subject	TSO's Constraint Notice		

Dear Sir, Dear Madam,

Fluxys requests to constraint capacity on the following Interconnection Point(s) / End User Domestic Exit Point(s) / Market Balancing Position:

Constraint Start Date / Time	Constraint End Date / Time	Interconnection Point / End User Domestic Exit Point / Market Balancing Position	Direction (positive /negative)	Remaining Capacity [kWh/h]

An updated TSO's Daily Confirmation Notice (TDT) will be sent by Edig@s if the hourly Confirmed Quantities have changed.

Fluxys will issue a revised TSO's Constraint Notice if the expected duration or quantity is expected to change.

Remarks

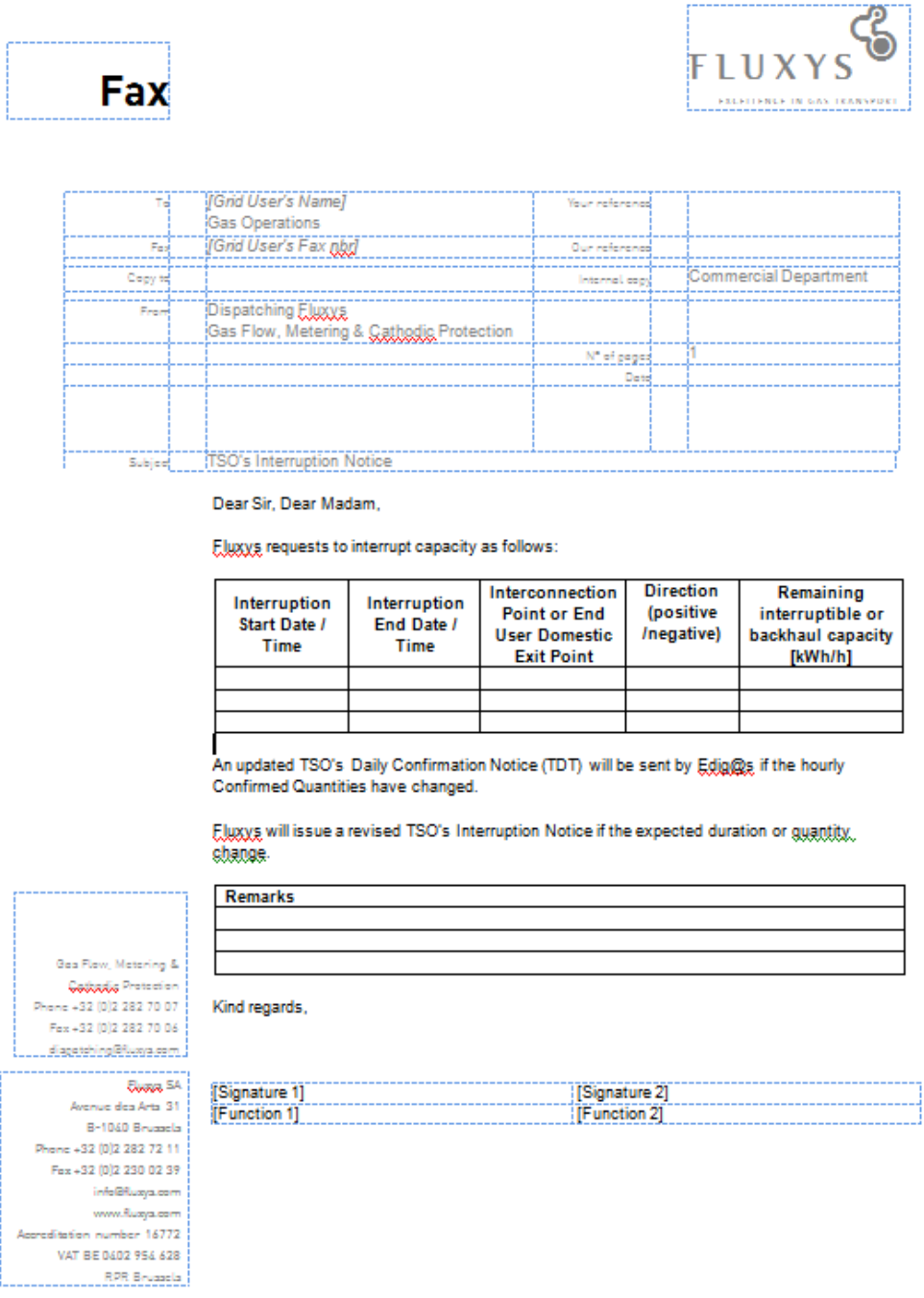
Kind regards,

[Signature 1]	*[Signature 2]*
[Function 1]	*[Function 2]*

Gas Flow, Metering & Cathodic Protection
Phone +32 (0)2 282 70 07
Fax +32 (0)2 282 70 06
dispatching@fluxys.com

Fluxys SA
Avenue des Arts 31
B-1040 Brussels
Phone +32 (0)2 282 72 11
Fax +32 (0)2 230 02 39
info@fluxys.com
www.fluxys.com
Accreditation number 16772
VAT BE 0402 954 628
RPR Brussels

13. Annex C1.2 – TSO Interruption Notification



Fax

FLUXYS

To	*[Grid User's Name]* Gas Operations	Your reference		
Fax	*[Grid User's Fax nbr]*	Our reference		
Copy to		Internal copy		Commercial Department
From	Dispatching Fluxys Gas Flow, Metering & Cathodic Protection			
		N° of pages		1
		Date		
Subject	TSO's Interruption Notice			

Dear Sir, Dear Madam,

Fluxys requests to interrupt capacity as follows:

Interruption Start Date / Time	Interruption End Date / Time	Interconnection Point or End User Domestic Exit Point	Direction (positive /negative)	Remaining interruptible or backhaul capacity [kWh/h]

An updated TSO's Daily Confirmation Notice (TDT) will be sent by Edig@s if the hourly Confirmed Quantities have changed.

Fluxys will issue a revised TSO's Interruption Notice if the expected duration or quantity change.

Remarks

Kind regards,

[Signature 1]	[Signature 2]
[Function 1]	[Function 2]

Gas Flow, Metering & Cathodic Protection
Phone +32 (0)2 282 70 07
Fax +32 (0)2 282 70 06
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www.fluxys.com
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VAT BE 0402 954 628
RPR Brussels

14. ANNEX C1.3 – TSO Off-Spec Gas Notification

Fax

FLUXYS

To	*[Grid User's Name]* Gas Operations	Your reference		
Fax	*[Grid User's Fax nbr]*	Our reference		
Copy to	*[End User's Name]* *[End User's Fax nbr]*	Internal copy		Commercial Department
From	Dispatching Fluxys Gas Flow, Metering & Cathodic Protection			
		N° of pages		1
		Date		
Subject	Quality Deficient Gas Notice			

Dear Sir, Dear Madam,

Please be advised that the gas delivered at *[Interconnection Point or Domestic Exit Point]* does not meet the operating conditions and quality requirements as defined in the Access Code Transmission.

Estimated Start Date / Time of (re-)delivery: *dd/mm/yyyy – hh:mm LT*
Estimated End Date / Time of (re-)delivery: *dd/mm/yyyy – hh:mm LT*
Estimated Quantity: *xxx kWh/h*

Expected deficient gas composition characteristic(s):

Announced max GCV:	*xxx kWh/h*
Wobbe Index:	*xxx kWh/h*

Could you please inform us by fax which quantity of the Gas Quality Deficient Gas as mentioned here above you accept for (re-)delivery at the mentioned Interconnection Point or Domestic Exit Point.
If you refuse the (re-)delivery of the whole quantity then the accepted quantity should state 0 kWh/h.

Shouldn't we receive any answer to this notice before the start time of (re-)delivery of Quality Deficient Gas then the (re-)delivery will be considered as accepted by all parties.

We will keep you informed of any progress.

Remarks

Gas Flow, Metering & Cathodic Protection
Phone +32 (0)2 282 70 07
Fax +32 (0)2 282 70 06
dispatching@fluxys.com

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ACCESS CODE FOR TRANSMISSION

Attachment E:

Congestion Management

Table of contents

1. Interpretation of Attachment E

In this Attachment:

- all references to a *clause*, unless specified otherwise, are references to a *clause* in this Attachment; references to a *paragraph* are references to a *paragraph* in this Attachment;
- all terms and names are to be interpreted according to the list of definitions in Attachment 3 of the Standard Transmission Agreement;
- the layout, heading and table of contents are only for the benefit of the reader and are inconsequential as regards the interpretation of content of this Attachment;
- the description of rules, conditions and provisions only relates to the Transmission Services on the Transmission Grid.

2. Definitions

All definitions used in this Attachment without being explicitly listed refer to the definitions listed in Attachment 3 of the Standard Transmission Agreement. The following definitions are not listed in Attachment 3 of the Standard Transmission Agreement, but shall have the following meaning in this Attachment E:

BBCT	Buy-Back Closure Time, i.e. the moment that all capacity buy-back offers should be received by the TSO, which is at the latest 2 full hours before the start of buy-back as provided for in article 4.1.3.2.
Contractual Congestion	The situation meant in article 2.1(21) of Regulation (EC) No 715/2009
CU_d	Daily capacity utilization rate of the Subscribed Transmission Services per Grid User per Point as provided for in article 3.1.3.
EA'_h	Energy (final) Allocation – hourly value per Grid User and per Connection Point; expressed in kWh; as provided for in article 4.5 of Attachment A of this Access Code
Physical Congestion	The situation meant in article 2.1(23) of Regulation (EC) No 715/2009
Impacted Grid User	Grid User who, at the moment that Contractual Congestion is identified by the TSO, has Firm Transmission Services on a Point.

MBBP	Maximum Capacity Buy-Back Price against which the TSO can proceed to Buy-Back as provided for in article 4.1.3.2.
$MTSR_{d,f,2mo}$	Part of the $MTSR_f$ – daily – offered on the secondary market platform, as provided for in article 3.1.3~~3.1.3~~.
$MTSR_{d,f,used}$	Used Firm Transmission Services – daily – part of the $MTSR_f$, as provided for in article 3.1.3~~3.1.3~~.
$MTSR_{d,f,unused}$	Unused Firm Transmission Services – daily – part of the $MTSR_f$, as provided for in article 3.1.3~~3.1.3~~.
$MTSR_{d,i}$	Maximum Transmission Services Right – Interruptible –.daily – part of the $MTSR_i$, as provide for in article 3.1.3.
$MTSR_{d,io}$	Maximum Transmission Services Right – Interruptible Operational –. daily – part of the $MTSR_i$, as provide for in article 3.1.3.
$MTSR_{h,f,BB,o}$	Capacity Buy-Back Offer used to offer Firm Transmission Services for Buy-Back – hourly – as provided for in article 4.1.3.2.
Regulation (EC) No 715/2009	Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005

3. Proactive congestion management policy

3.1. General proactive congestion management policy

3.1.1. Obligations of the Transmission System Operator

The Transmission System Operator applies a proactive congestion management policy as set out in the Code of Conduct, aiming at an optimal and maximal utilization of the usable capacities and the prevention of congestion situations, through:

- offering the maximum Transmission Services to Grid Users, taking into account system integrity and operation and within the actual exploitation boundaries;
- offering and developing Transmission Services that are aligned with the market needs;
- adopting non-discriminatory and transparent Service Allocation Rules as set forth in the Attachment B of this Access Code for Transmission;
- encouraging the "use or sell" principle for Transmission Services by both actively monitoring the utilization rate of the Grid Users' subscribed Transmission Services, as set forth in article 3.1.3, and facilitating the transfer of Transmission Services via the Secondary Market, as set forth in 3.1.4;
- offering Interruptible Services which allow the Grid Users to use the capacity not used by other Grid Users on an interruptible basis.

3.1.2. Obligations of the Grid User

The Code of Conduct also prescribes the obligations of the Grid User in the framework of congestion management.

These obligations concerning congestion management are the following:

- the Grid User holds no more Firm Transmission Services than he reasonably requires for the execution of his supply and/or delivery contracts;
- the Grid User offers Subscribed Transmission Services he no longer requires on a market-based way on the Secondary Market;
- the Grid User shall refrain from using the allocated Transmission Services to hamper, limit or disturb the functioning of the market;
- the Grid User who offers Transmission Services on the Secondary Market is not allowed to stipulate conditions that may refrain the free tradability;
- the Grid User trading Transmission Services on the Secondary Market by other means than the Secondary Market Platform, must notify (as soon as practically feasible) the TSO of each transaction. The minimum information to be communicated by the Grid User (i.e. period, quantity of Transmission

Services and price) is defined in Attachment B of the Access Code for Transmission.

3.1.3. Monitoring of Transmission Services

The TSO keeps the effective utilization of Transmission Services in an electronic register of the Capacity Utilization Rate (CU_d), of Subscribed Transmission Services and by submitting such register to the CREG at least on a yearly basis, as set out in the Code of Conduct.

The Capacity Utilization Rate (CU_d) is calculated by dividing the daily Used Firm Transmission Services ($MTSR_{d,f,used}$), by the daily Subscribed Firm Transmission Services ($MTSR_{d,f}$).

$$CU_d = \frac{MTSR_{d,f,used}}{MTSR_{d,f}}$$

The daily Used Firm Transmission Services ($MTSR_{d,f,used}$) are equal to:

- the highest hourly Energy Allocation of the considered Day [*maxd(EA'h)*];
- increased with the Subscribed Firm Transmission offered on the Secondary Market Platform for such Day *d (MTSRd,f,2mo).*

Without prejudice of the obligation to communicate the capacity utilization rate on the monthly invoice as stated in article 87 of the Code of Conduct, each Grid User is also provided at the same time with part of such register concerning his individual data.

Furthermore, this electronic register contains the following information for each Interconnection Point, Installation Point, Domestic Exit Point, for each Day, for each Grid User, for each Transmission Service:

- The daily Subscribed Firm Transmission Services ($MTSR_{d,f}$), being understood as the sum of the $MTSR_{d,f,1m}$ and $MTSR_{d,f,2m}$ for such Day *d*;
- The daily Subscribed Interruptible Transmission Services $(MTSR_{d,i})$, being understood as the sum of the $(MTSR_{d,i})$ and $(MTSR_{d,io})$;
- The daily Subscribed Firm Transmission Services offered on the Secondary Market Platform ($MTSR_{d,f,2mo}$);
- The highest hourly Energy Allocation of the considered Day $(max_d(EA'_h))$.

Finally, the electronic register contains for each Interconnection Point the data as meant for in article 2.2.5.4. of Annex I of Regulation (EC) No 715/2009.

3.1.4. Secondary Market

The TSO encourages an optimal capacity utilisation by organising a Secondary Market as set out in the Code of Conduct and in Attachment B of this Access Code for Transmission.

The TSO publishes[1] at least on a weekly basis and on an aggregated level, the total volume and the average price of the Transmission Services traded on the Secondary Market (i.e. both trades made via the Secondary Market Platform and "over-the-counter" transactions as defined in Attachment B).

3.2. Proactive measures at Interconnection Points

3.2.1. Interruptible Capacity

As a congestion measure against Contractual Congestion, Interruptible services are temporarily offered at an Interconnection Point, when Firm Transmission Services are available in limited quantity over such period.

The details on subscription of such capacities are described in Attachment B of this Access Code for Transmission. The interruption procedures for such capacities are described in Attachment C of this Access Code for Transmission.

In case Firm Transmission Services become available during the term of any concluded Interruptible Transmission Service, the TSO will upgrade the Subscribed Interruptible Transmission Services towards Firm Transmission Services. Such upgrade will be done according to the following rules:

- Subscribed Interruptible - Transmission Services covering the full period of the available Firm Transmission Services are upgraded in priority. In case more Interruptible - covering the full period of the available Firm Transmission Services are subscribed than there are Firm Transmission Services available, Interruptible - Transmission Services subscribed at an earlier date are upgraded before such Interruptible Transmission Services subscribed on a later date.
- The remaining available Firm Transmission Services are commercialized on the Primary Market.

If there are Firm Transmission Services available on a monthly basis, Interruptible Transmission Services covering at least the service period of a month will be upgraded on a monthly basis.

3.2.2. Wheeling Services and OCUC

A Wheeling Services or an OCUC consists of a commitment on the combined use of a well-defined Entry Service at an Interconnection Point with a well-defined Exit Service at another Interconnection Point, avoiding a bottleneck in the transmission

[1] Unless the confidentiality of information cannot be guaranteed on aggregated level

grid, and without access to the Market Based Balancing model, nor to the Notional Trading Services.

The TSO determines as described in Attachment A the Entry and Exit Services that are eligible for Wheeling services or Operational Capacity Usage Commitments, in the framework of this proactive congestion management policy.

The quantities, Interconnection Points, the duration and applicable Tariff of the Operational Capacity Usage Commitments are indicated in an Operational Capacity Usage Commitment confirmation form, as provided for in Attachment G of this Access Code for Transmission, signed by Grid User and TSO.

3.2.3. Modification of the Service Allocation Rule for Capacity Services

In the event of an expected congestion situation, the TSO may propose an adaptation of the relevant Service Allocation Rule to the CREG, through an amendment of Attachment B of the Access Code for Transmission, in accordance with the procedures set forth in the Code of Conduct.

3.2.4. Surrender

Without prejudice to the interdiction for the Grid User to hold more Firm Transmission Services than he reasonably requires for the execution of his supply and/or delivery contracts and the obligation for the Grid User to offer unused Transmission Services on the Secondary Market as stated in the Code of Conduct and in Article 3.1.2, the Grid User has the possibility to give to the TSO unused Firm Transmission Services he no longer needs on Interconnection Points and for a duration of more than one day in accordance with the following procedure and conditions:

1. A Grid User sends a surrender request to the TSO specifying amongst others the quantity, period, Interconnection Point and flow direction on Firm Transmission Services he wants to surrender. The period must be longer than one day.

   If the surrendering request concerns Firm Transmission Services that are auctioned through PRISMA, the request must be sent to the TSO (directly or via PRISMA) and must be aligned with one of the standard capacity products of the CAM Network Code (yearly, quarterly and monthly).

   In case Grid User posts Transmission Services to surrender, Grid User is bound to withdraw its offer for the same Transmission Services on the Secondary Market, in order to avoid that the Transmission Services would be sold twice through the surrender process and the Secondary Market.

2. In case the surrendering request concerns Firm Transmission Services that are auctioned on PRISMA and in case this request meets the specific requirements of point 1, first and second paragraphs and is received by

TSO at the latest 2 business days before the upcoming auction, the capacities meant in the surrendering request are added to the capacity quantity offered by the TSO in the framework of the auction.

In case the surrendering request concerns Firm Transmission Services that are not auctioned on PRISMA and in case this request meets the specific requirements of point 1, first and second paragraphs and is received by TSO at the latest 2 business days before the start date of the period to which the surrendering request refers, the capacities meant in the surrendering request in case of Contractual Congestion are added to the capacity quantity offered by the TSO.

The TSO registers the surrendering request and informs the Grid User hereof.

3. Without prejudice of the determination in point 2.2.4 of Annex I to Regulation (EC) No 715/2009 concerning the allocation priority of the available capacity with regard to the surrendered capacity, a surrendering request can be partially or fully reallocated as far as the quantity is concerned. De concerned Grid User is informed by the TSO of the magnitude of the reallocated capacity.

4. In case several Grid Users surrender their capacity and this capacity cannot be fully reallocated, the Grid Users who surrender first will have their capacity reallocated first.

The Grid User keeps the rights and obligations as defined in the capacity contract to the extent that the surrender has not been accepted by the TSO.

The acceptance by the TSO of the surrendered capacity has the consequences as described in point 2.2.4 of Annex I of Regulation (EC) No 715/2009, i.e. the Grid User keeps its rights and obligations as defined in the capacity contract until the accepted surrendered capacity is reallocated by the TSO and to the extent the accepted surrendered capacity is not reallocated to the TSO.

The Grid User for who the surrendered capacity has been reallocated by the TSO keeps the obligation to pay to the TSO the Monthly Capacity Fee of the reallocated capacity. The Grid User is credited by the TSO for the reallocated capacity at the Regulated Tariff and auction premium that is potentially generated during the reallocation, while deducting an administrative fee as meant for in Attachment A of this Access Code for Transmission Article 9.2.7 (iii).

3.3. Proactive Congestion Management at End User Domestic Exit Points

3.3.1. Capacity release at End User Domestic Exit Point

In case a Service Request for Firm Transmission Services at a power plant (CE) or an industrial client (CI) directly connected on the Transmission Grid cannot be

confirmed, the TSO allocates the Firm Transmission Services to the Grid User(s) indicated by the End User. , As far as the corresponding level of Firm Transmission Services is subscribed by the Grid User(s) indicated by the End User, the TSO releases the Subscribed Transmission Services at the concerned End User Domestic Exit Point for the other Grid User(s).

In case the level of Firm Transmission Services initially subscribed by the other Grid User(s) is higher than the level of Firm Transmission Services subscribed by the Grid User(s) indicated by the End User, the remaining Transmission Services remain allocated to the other Grid User(s).

3.3.2. Voluntary downgrade from Firm to Interruptible

In case the capacity release based on the feedback of the End User did not enable the TSO to fully confirm the Requested Firm Transmission Services at the End User Domestic Exit Point, the TSO will, as far as possible:

- propose the Grid User, in cooperation with the involved End User, to subscribe to Interruptible Transmission Services instead of the Requested Firm Transmission Services at the End User Domestic Exit Point;
- propose other Grid User(s), in cooperation with the involved End User, a voluntary downgrade of their Subscribed Firm Transmission Services to Interruptible Transmission Services, as far as such a voluntary downgrade helps to confirm the Requested Firm Transmission Services;
- propose other Grid Users, in cooperation with End Users at other End User Domestic Exit Points, a voluntary downgrade of their Subscribed Firm Transmission Services to Interruptible Transmission Services, as far as such a voluntary downgrade helps to confirm the Requested Firm Transmission Services [2].

The process of such a voluntary downgrade is as follows:

- Grid User confirms its binding agreement to a voluntary downgrade, mentioning the period and the quantities of the downgrade;
- as far as such quantities and period of this voluntary downgrade helps to confirm a corresponding Service Request for Firm Transmission Services by another Grid User[3], the TSO will confirm the corresponding Firm Transmission Services to the other Grid User, by a Services Confirmation Form;

[2] Note that only End User Domestic Exit Points for which the downgrade from Firm to Interruptible Transmission Services contributes to the confirmation of a Service Request for Firm Transmission Services are eligible for such a voluntary downgrade of Transmission Services.

[3] In case the quantities and period of the voluntary downgrade proposed by Grid User do not help to confirm a requested Firm Transmission Service, the TSO will refuse the proposed voluntary downgrade.

- after having received the signed Services Confirmation Form by the other Grid User, the TSO will confirm the voluntary downgrade to Grid User.

3.3.3. Voluntary capacity release at other End User Domestic Exit Points

In case a capacity release based on the feedback of the End User and a voluntary downgrade to Interruptible Transmission Services have not enabled the Confirmation of the requested Firm Transmission Services, the TSO will, as far as possible, propose Grid Users (in cooperation with End Users, if applicable), to reduce their Subscribed Transmission Services at other End User Domestic Exit Points, as far as such a voluntary capacity release helps to confirm the Requested Firm Transmission Services.

The process of such a voluntary capacity release is as follows:

- Grid User confirms its binding agreement to a voluntary capacity release, mentioning the period, the quantities and the End User Domestic Exit Point of the capacity release;
- as far as such quantities and period of this voluntary capacity release help to confirm a corresponding Service Request for Firm Transmission Services by another Grid User[4], the TSO will confirm the corresponding Firm Transmission Services to the other Grid User, by a Services Confirmation Form;
- after having received the signed Services Confirmation Form by the other Grid User, the TSO will confirm the voluntary capacity release to Grid User.

3.4. Proactive Congestion Management at Distribution Domestic Exit Points

Capacities towards the Public Distribution are allocated by the TSO as set out in Attachment B. This methodology ensures that the peak capacity is dynamically allocated to Grid Users based on their market share.

4. Congestion Management Procedures

4.1. Congestion Management Procedures at Interconnection Points

In consequence of Regulation (EG) No 715/2009, three (3) specific congestion management procedures are applicable at Interconnection Points, in particular:

- "Surrender", as a congestion measure against Contractual Congestion, bringing unused capacity back to the market ~~through "Surrender"~~ as described in Article 3.2.44.1.1~~4.1.1~~

[4] In case the quantities and period of the voluntary capacity release proposed by Grid User do not help to confirm a requested Firm Transmission Service, the TSO will refuse the proposed voluntary capacity release.

- "Long-term use-it-or-lose-it mechanism" in order to bring unused capacity back to the market upon decision of CREG as described in Article ~~0~~4.1.2~~4.1.1~~ and

- create additional Firm capacity through the "oversubscription and buy-back scheme" as described in Article 4.1.3~~4.1.2~~4.1.~~3~~.

4.1.1. ~~Surrender~~

~~Without prejudice to the interdiction for the Grid User to hold more Firm Transmission Services than he reasonably requires for the execution of his supply and/or delivery contracts and the obligation for the Grid User to offer unused Transmission Services on the Secondary Market as stated in the Code of Conduct and in Article 3.1.2, the Grid User has the possibility to give to the TSO unused Firm Transmission Services he no longer needs on Interconnection Points and for a duration of more than one day in accordance with the following procedure and conditions:~~

1. ~~A Grid User sends a surrender request to the TSO specifying amongst others the quantity, period, Interconnection Point and flow direction on Firm Transmission Services he wants to surrender. The period must be longer than one day.~~

   ~~If the surrendering request concerns Firm Transmission Services that are auctioned through PRISMA, the request must be sent to the TSO (directly or via PRISMA) and must be aligned with one of the standard capacity products of the CAM Network Code (yearly, quarterly and monthly).~~

   ~~In case Grid User posts Transmission Services to surrender, Grid User is bound to withdraw its offer for the same Transmission Services on the Secondary Market, in order to avoid that the Transmission Services would be sold twice through the surrender process and the Secondary Market.~~

2. ~~In case the surrendering request concerns Firm Transmission Services that are auctioned on PRISMA and in case this request meets the specific requirements of point 1, first and second paragraphs and is received by TSO at the latest 2 business days before the upcoming auction, the capacities meant in the surrendering request are added to the capacity quantity offered by the TSO in the framework of the auction.~~

   ~~In case the surrendering request concerns Firm Transmission Services that are not auctioned on PRISMA and in case this request meets the specific requirements of point 1, first and second paragraphs and is received by TSO at the latest 2 business days before the start date of the period to which the surrendering request refers, the capacities meant in the surrendering request in case of Contractual Congestion are added to the capacity quantity offered by the TSO.~~

~~The TSO registers the surrendering request and informs the Grid User hereof.~~

3. ~~Without prejudice of the determination in point 2.2.4 of Annex I to Regulation (EC) No 715/2009 concerning the allocation priority of the available capacity with regard to the surrendered capacity, a surrendering request can be partially or fully reallocated as far as the quantity is concerned. De concerned Grid User is informed by the TSO of the magnitude of the reallocated capacity.~~

4. ~~In case several Grid Users surrender their capacity and this capacity cannot be fully reallocated, the Grid Users who surrender first will have their capacity reallocated first.~~

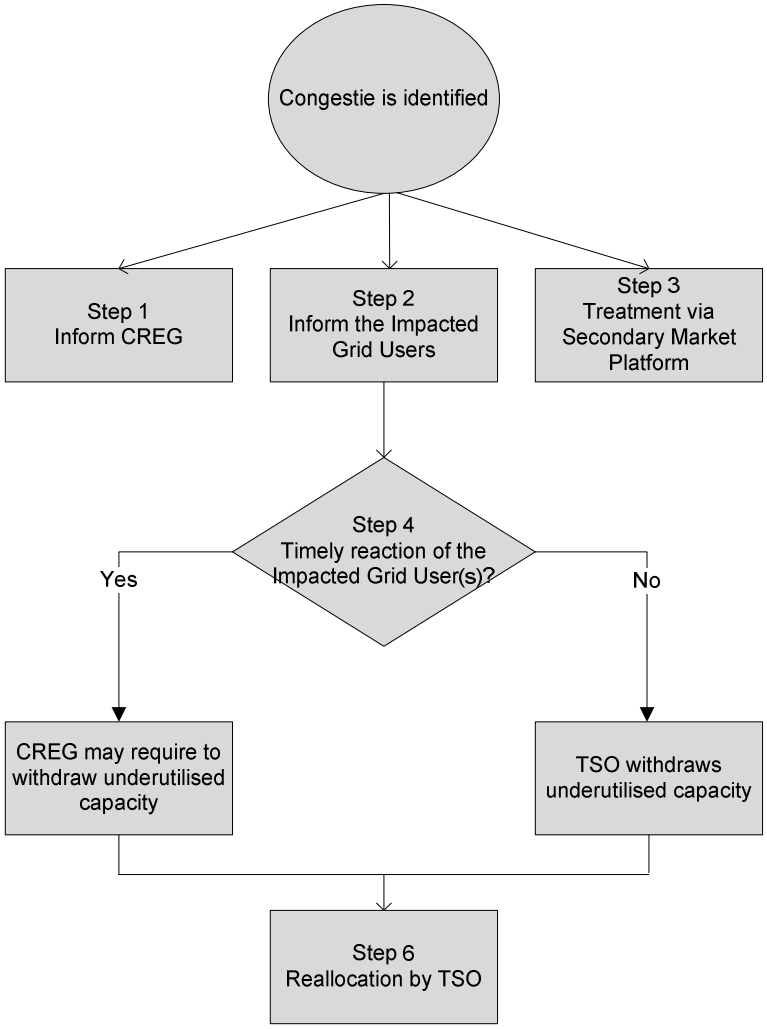
~~The Grid User keeps the rights and obligations as defined in the capacity contract to the extent that the surrender has not been accepted by the TSO.~~

~~The acceptance by the TSO of the surrendered capacity has the consequences as described in point 2.2.4 of Annex I of Regulation (EC) No 715/2009, i.e. the Grid User keeps its rights and obligations as defined in the capacity contract until the accepted surrendered capacity is reallocated by the TSO and to the extent the accepted surrendered capacity is not reallocated to the TSO.~~

~~The Grid User for who the surrendered capacity has been reallocated by the TSO keeps the obligation to pay to the TSO the Monthly Capacity Fee of the reallocated capacity. The Grid User is credited by the TSO for the reallocated capacity at the Regulated Tariff and auction premium that is potentially generated during the reallocation, while deducting an administrative fee as meant for in Attachment A of this Access Code for Transmission Article 9.2.7 (iii).~~

4.1.2. Long-term use-it-or-lose-it mechanism

The following process outlines the steps of Long-term use-it-or-lose-it:



4.1.2.1. Step 1: Inform CREG

- If congestion is observed, the following information will be provided to the CREG:The concerned Interconnection Point;
- The estimated duration of the congestion;
- An indication on the type of congestion, being Contractual Congestion or Physical Congestion;
- The Grid Users that are impacted by the congestion;
- The electronic register for monitoring the Capacity Utilization by Grid Users (cfr.3.1.3);
- The measures already taken by the TSO to reduce the congestion;
- The measures proposed by the TSO in order to solve the congestion.

4.1.2.2. Step 2: Inform the Impacted Grid Users

The TSO informs the Impacted Grid User(s) by e-mail and by registered mail, and provides the following information:

- The concerned Interconnection Point;
- The estimated duration of the congestion;
- An indication on the type of congestion, being contractual or physical[5];
- The measures already taken by the TSO to reduce congestion;
- On an aggregated basis, the requested quantity of Firm or Backhaul Transmission Services that cannot be allocated and the duration for which these Transmission Services cannot be allocated.

The above mentioned information is also published on the website of the TSO, hence making the congestion situation and its estimated impact publically known.

In addition to the above mentioned information, the TSO also asks the Impacted Grid User(s) to demonstrate in writing within the timing as set out in the Code of Conduct, the effective intended use of its Transmission Services and why the Transmission Services were underutilized in the past.

4.1.2.3. Step 3: Treatment via Secondary Market Platform

In accordance with article 20 §5 of the Code of Conduct, from the moment the TSO has informed the Impacted Grid User(s) of the observed congestion and as soon as the information is published on the website of the TSO, the Grid Users are bound to trade anonymously their Transmission Services via the Secondary Market Platform (i.e. trading over the counter is no longer allowed).

4.1.2.4. Step 4: Response of Impacted Grid User(s)

Following article 15 §1 of the Code of Conduct; within the timeframe of 10 Business Days as from the receipt of the request from the TSO, each Impacted Grid User must demonstrate in writing to the TSO and to the CREG its intended use of the concerned Transmission Services. The Impacted Grid User can demonstrate this on the basis of historical data concerning the utilization of the allocated Transmission Services, its activities on the Secondary Market and in any case on the basis of its delivery contracts. The TSO provides the CREG with a copy of the received information from the Grid User(s).

4.1.2.5. Step 5: Withdrawal systematically underutilised capacity

Based on the electronic register referred to in Article 3.1.3 and the information received as an application of Article 4.1.2.4, the CREG evaluates as to whether subscribed capacity remains systematically underutilised.

[5] Contractual and physical congestion are definitions set by the Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009

In consequence of Annex 1 of Regulation (EG) No 715/2009, the contracted capacity is considered to be systematically underutilised in particular if the Grid User uses less than on average 80 % of its contracted capacity both from 1 April until 30 September and from 1 October until 31 March with an effective contract duration of more than one year for which no proper justification could be provided.

Based upon the assessment, CREG may, in case of Contractual Congestion, require TSO to partially or fully withdraw systematically underutilised contracted capacity on an Interconnection Point by a Grid User where that Grid User has not sold or offered under reasonable conditions its unused capacity through the Secondary Market as described in Attachment B of this Access Code for Transmission.

In case the TSO did not receive any answer from the Impacted Grid User within the term as specified in 4.1.2.4, the TSO partially or fully withdraws systematically underutilised contracted capacity on an Interconnection Point by a Grid User where that Grid User has not sold or offered under reasonable conditions its unused capacity through the Secondary Market as described in Attachment B of this Access Code for Transmission .

In case of Contractual Congestion and in order to avoid abuse (i.e. in case the CREG identifies that Transmission Services remain unused) the price of the concerned Transmission Services exchanged on the Secondary Market Platform is capped up to the Regulated Tariffs.

The concerned Grid Users are informed by CREG about such a release and all Grid Users are informed about the cap on the price of the Transmission Services made available on the Secondary Market Platform. Grid Users may impeach such decisions by the CREG by applying the procedures as described in the Gas Act.

4.1.2.6. Step 6: Reallocation by TSO

As an application of point 2.2.1.3 of Annex I to Regulation (EC) No 715/2009, the withdrawn capacities are offered by the TSO through the regulated allocation process, i.e. on the primary market.

In accordance with article 15 of the Code of Conduct, in the absence of written answer by the concerned Grid User within the term as stated in article 4.1.2.4 the TSO shall offer the withdrawn capacity for a period of at least 2 months.

The Grid User keeps its rights and obligations as defined in the capacity contract to the extent the capacity has not been withdrawn. The withdrawal of capacity has some consequences for the Grid User, as defined in point 2.2.5.3 of Annex I of Regulation (EC) No 715/2009, i.e.:

- The Grid User fully or partially loses its contracted capacity during a defined period or during the remaining period of the contractual term;
- The Grid User keeps its rights and obligations as defined in the capacity contract until the withdrawn capacity is reallocated by the TSO and to the extent the capacity has not been reallocated.

The Grid User whose withdrawn capacity is reallocated by the TSO keeps the obligation to pay to the TSO the Monthly Capacity Fee of the reallocated capacity. The Grid User is credited by the TSO for the reallocated capacity at the Regulated Tariff, while deducting an administrative fee as meant for in Attachment A of this Access Code for Transmission, Article 9.2.7 (iii).

4.1.2.7. Modification of the Service Allocation Rule for Capacity Services

In the event of a sustained congestion, the TSO proposes an adaptation of the relevant Service Allocation Rule to the CREG, through an amendment of Attachment B of the Access Code for Transmission, in accordance with the procedures set forth in the Code of Conduct.

4.1.3. Capacity increase through oversubscription and buy-back scheme

4.1.3.1. Capacity increase through oversubscription

In order to solve Contractual Congestion TSO can create additional Firm Transmission Services on top of the technical capacity in accordance with the provisions as specified in point 2.2.2 of Annex I of Regulation (EC) No 715/2009 and with the distribution key of the costs and incomes of the oversubscription and buy-back between the TSO and the Grid Users. The TSO informs CREG about the quantity of additional capacity.

4.1.3.2. Buy-back scheme

Where necessary to maintain system integrity, TSO applies a market-based buy-back scheme in which Grid Users can offer Firm Transmission Services. The application of the buy-back procedure is without prejudice to the applicable emergency measures.

When the TSO cannot accept the nominations of the Grid Users, then the TSO determines the quantity of capacity to be bought back and initiates the following Buy-Back procedure:

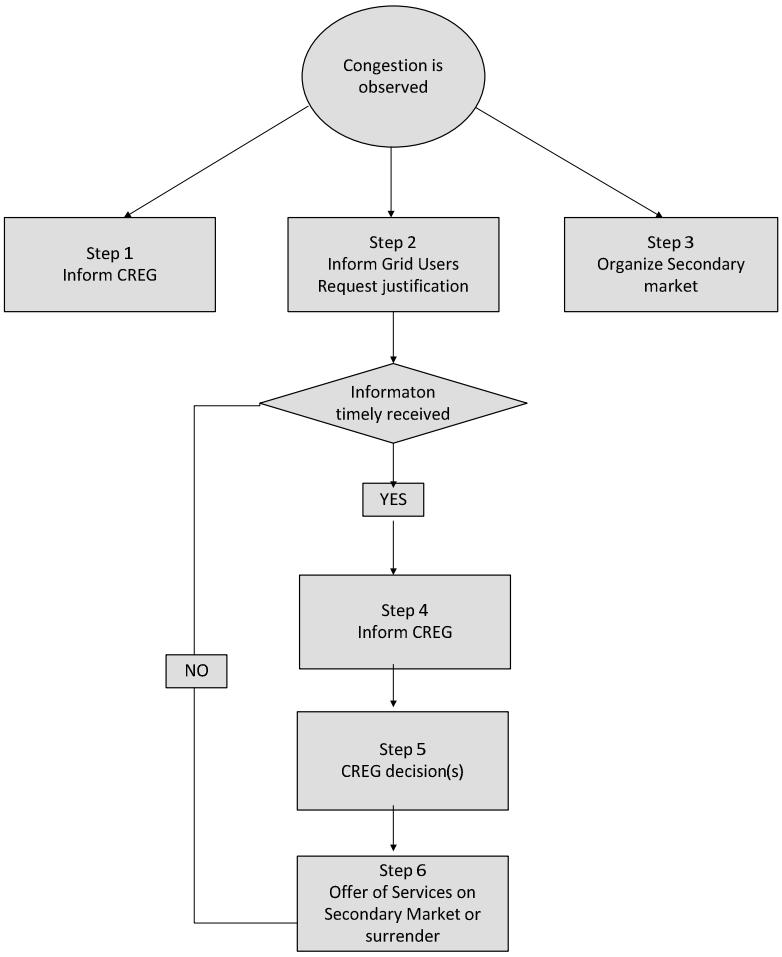
- TSO informs Grid User(s) who are holding Firm Transmission Services ($MTSR_{d,f}$) on that Interconnection Point that buy-back is required and informs the Grid User(s) about the quantity, direction, period of Transmission Services sought by sending a "Notification of Buy-Back" (example Attachment G – Forms) and this with a minimum Buy-Back Lead time of next full hour +4;
- the Grid Users are invited to enter Capacity Buy-Back Offers ($MTSR_{h,f,BB,o}$) (example Attachment G – Forms) by offering to sell Firm Transmission Services ($MTSR_{d,f}$) back to the TSO specifying the price and the quantity before the Buy-Back Closure Time (*BBCT*);
- TSO classifies the Capacity Buy-Back Offers ($MTSR_{h,f,BB,o}$) received at the Buy-Back Closure Time (*BBCT*) from the lowest to the highest bid price limited to a Maximum Capacity Buy-Back Price (*MBBP*);
- TSO informs Grid Users of the decision of the TSO of the Capacity Buy-Back; this Capacity Buy-Back Offer can be fully or partially accepted or entirely rejected (example Attachment G – Forms);

- Grid User will be credited for the Transmission Services bought back through the Buy-Back Procedure as described in Attachment A, Article 9.2.1 of the Access Code for Transmission;
- In case insufficient Capacity Buy-Back Offers could be fully or partially accepted, the TSO can in order to safeguard the system integrity revise the hourly Confirmed Quantities on the Interconnection Point by applying a Constraint on the Interconnection Point in accordance with Article 5.2.1 of Annex C1. This Constraint shall be applied in priority to the Transmission Services with a duration of one day which are subscribed the day before.

4.2. Congestion Management Procedures at End User Domestic Exit Points and Installation Points

4.2.1. Long-term use-it-or-lose-it mechanism

The following process outlines the steps taken in case congestion is observed.



4.2.1.1. Step 1: Inform CREG

If congestion is observed, the following information will be provided to the CREG:

- The concerned End User Domestic Exit Point or Installation Points;
- The estimated duration of the congestion;
- An indication on the type of congestion, being contractual or physical[6];
- The Grid Users that are impacted by the congestion;
- The electronic register for monitoring the Capacity Utilization by Grid Users (cfr.3.1.3);
- The measures already taken by the TSO to reduce the congestion;
- The measures proposed by the TSO in order to solve the congestion.

4.2.1.2. Step 2: Inform the Impacted Grid Users

The TSO informs the Impacted Grid User(s) by e-mail and by registered mail, and provides the following information:

- The concerned End User Domestic Exit Point or Installation Points;
- The estimated duration of the congestion;
- An indication on the type of congestion, being contractual or physical[7];
- The measures already taken by the TSO to reduce congestion;
- On an aggregated basis, the requested quantity of Firm or Backhaul Transmission Services that cannot be allocated and the duration for which these Transmission Services cannot be allocated.

The above mentioned information is also published on the website of the TSO, hence making the congestion situation and its estimated impact publically known.

In addition to the above mentioned information, the TSO also asks the Impacted Grid User(s) to demonstrate in writing within the timing as set out in the Code of Conduct, the effective intended use of its Transmission Services.

4.2.1.3. Step 3: Organize Secondary Market

In accordance with article 20 §5 of the Code of Conduct, from the moment the TSO has informed the Impacted Grid User(s) of the observed congestion and as soon as the information is published on the website of the TSO, the Grid Users are bound to trade anonymously their Transmission Services via the Secondary Market Platform (i.e. trading over the counter is no longer allowed).

[6] Contractual and physical congestion are definitions set by the Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009

[7] Contractual and physical congestion are definitions set by the Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009

4.2.1.4. Step 4: Response of Impacted Grid User(s)

Following article 15 §1 of the Code of Conduct; within the timeframe of 10 Business Days as from the receipt of the request from the TSO, each Impacted Grid User must demonstrate in writing to the TSO and to the CREG its intended use of the concerned Transmission Services. The TSO provides the CREG with a copy of the received information from the Grid User(s).

4.2.1.5. Step 5: CREG decision

The CREG evaluates the information received from the concerned Grid Users as to whether the effective use of the Transmission Services is sufficient or insufficient. Based upon the assessment, the CREG decides whether the unused subscribed Transmission Services of the concerned Grid Users are to be released to the market, either in part or in full, or not.

In case of Contractual Congestion in order to avoid abuse (i.e. in case CREG determines that Transmission Services stay unused), the price of the unused Transmission Services made available on the Secondary Market Platform will be capped at the level of the Regulated Tariff.

Grid Users are informed by CREG about such a release and cap on the price of the Transmission Services made available on the Secondary Market Platform. Grid Users may impeach such decision by applying the procedures as described in the Gas Act.

4.2.1.6. Step 6: Publication by TSO

Based on the CREG decision, the TSO will make available the part of the unused Subscribed Transmission Services released on behalf of the Grid User(s) indicated by the CREG on the Secondary Market Platform, under the condition however that these Transmission Services have not been proposed already by the relevant Grid User itself on the Secondary Market Platform, with a price equal to the Regulated Tariff.

In case the TSO does not receive an answer from the Impacted Grid User in due time, the TSO will make available all unused Subscribed Transmission Services released on behalf of such Grid User on the Secondary Market Platform, under the condition however that these Transmission Services have not been proposed already by the relevant Grid User itself on the Secondary Market Platform, with a price equal to the Regulated Tariff. In accordance with article 15 of the Code of Conduct, those unused Subscribed Transmission Services are released by the TSO on behalf of the Grid Users per periods of 2 months.

4.2.1.7. Modification of the Service Allocation Rule for Capacity Services

In the event of a sustained congestion, the TSO will propose an adaptation of the relevant Service Allocation Rule to the CREG, through an amendment of Attachment B of the Access Code for Transmission, in accordance with the procedures set forth in the Code of Conduct.

ACCESS CODE FOR TRANSMISSION

Attachment G:

Forms

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G.1. Services Request Forms

1.1. G.1a – Services Request Form for Entry at Interconnection Points

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Phone: +32 (0)2 282 77 77 - Fax +32 (0)2 282 02 50
info.transport@fluxys.com

G.1a - Services Request Form

GRID USER :

Company Name:	....	*Date Request:*	....
Contact person:	....		
Phone:	....	*STA Ref:*	....
Mobile:	....		
E-mail:	....	*Your Ref:*	....

☑ **ENTRY**

Interconnection Point	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

Interconnection Point	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

Interconnection Point	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

Interconnection Point	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

Interconnection Point	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

Interconnection Point	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

Interconnection Point	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

1.2. G.1b – Services Request Form for Exit at Interconnection Points

Fluxys SA - Commercial Direction
Avenue des Arts 31 - B-1040 Brussels
Phone: +32 (0)2 282 77 77 - Fax +32 (0)2 282 02 50
info.transport@fluxys.com

G.1b - Services Request Form

GRID USER :

Company Name:	....	*Date Request:*	....
Contact person:	....		
Phone:	....	*STA Ref:*	....
Mobile:	....		
E-mail:	....	*Your Ref:*	....

☑ **EXIT AT INTERCONNECTION POINT**

Interconnection Point	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

Interconnection Point	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

Interconnection Point	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

Interconnection Point	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

Interconnection Point	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

Interconnection Point	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

1.3. G.1c – Services Request Form for Exit at End User Domestic Exit Points

FLUXYS

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Avenue des Arts 31 - B-1040 Brussels
Phone: +32 (0)2 282 77 77 - Fax +32 (0)2 282 02 50
info.transport@fluxys.com

G.1c - Transportation Request Form

GRID USER :

Company Name:	....	*Date Request:*	....
Contact person:	....		
Phone:	....	*STA Ref:*	....
Mobile:	....		
E-mail:	....	*Your Ref:*	....

☑ **End-User Domestic Exit Point**

NAME END-USER DOMESTIC POINT	GEL REF	Quantity (kWh/h)	Start date	End date
			(dd/mm/yyyy)	

NAME END-USER DOMESTIC POINT	GEL REF	Quantity (kWh/h)	Start date	End date
			(dd/mm/yyyy)	

NAME END-USER DOMESTIC POINT	GEL REF	Quantity (kWh/h)	Start date	End date
			(dd/mm/yyyy)	

NAME END-USER DOMESTIC POINT	GEL REF	Quantity (kWh/h)	Start date	End date
			(dd/mm/yyyy)	

NAME END-USER DOMESTIC POINT	GEL REF	Quantity (kWh/h)	Start date	End date
			(dd/mm/yyyy)	

1.4. G.1d – Services Request Form for Operational Capacity Usage Commitments

FLUXYS
Fluxys Belgium SA - Commercial Direction
Avenue des Arts 31 - B-1040 Brussels
ne: +32 (0)2 282 77 77 - Fax +32 (0)2 282 02 50
info.transport@fluxys.com

G.1d - Service Request Form

GRID USER :

Company Name: .... *Date Request:* ....
Contact person: ....
Phone: .... *STA Ref:* ....
Mobile: ....
E-mail: ....

☑ **OCUC**

AUCTION IP		AUCTION REF	AUCTION PERIOD (dd/mm/yyyy)		Quantity (kWh/h)	OCUC
			Start date	End date		
Entry		AUC-				
Exit		AUC-				

AUCTION IP		AUCTION REF	AUCTION PERIOD (dd/mm/yyyy)		Quantity (kWh/h)	OCUC
			Start date	End date		
Entry		AUC-				
Exit		AUC-				

AUCTION IP		AUCTION REF	AUCTION PERIOD (dd/mm/yyyy)		Quantity (kWh/h)	OCUC
			Start date	End date		
Entry		AUC-				
Exit		AUC-				

AUCTION IP		AUCTION REF	AUCTION PERIOD (dd/mm/yyyy)		Quantity (kWh/h)	OCUC
			Start date	End date		
Entry		AUC-				
Exit		AUC-				

1.5. G.1e – Services Request Form for Wheeling Services

FLUXYS

Fluxys Belgium SA - Commercial Direction
Avenue des Arts 31 - B-1040 Brussels
ıne: +32 (0)2 282 77 77 - Fax +32 (0)2 282 02 50
info.transport@fluxys.com

G.1e - Service Request Form

GRID USER :

Company Name:... *Date Request:* ....
Contact person: ....
Phone: .... *STA Ref:* ....
Mobile: ....
E-mail: ....

☑ **WHEELING**

AUCTION IP		AUCTION REF	AUCTION PERIOD		Quantity (kWh/h)	WHEELING
			Start date	End date		
			(dd/mm/yyyy)			
Entry		AUC-				
Exit		AUC-				

AUCTION IP		AUCTION REF	AUCTION PERIOD		Quantity (kWh/h)	WHEELING
			Start date	End date		
			(dd/mm/yyyy)			
Entry		AUC-				
Exit		AUC-				

AUCTION IP		AUCTION REF	AUCTION PERIOD		Quantity (kWh/h)	WHEELING
			Start date	End date		
			(dd/mm/yyyy)			
Entry		AUC-				
Exit		AUC-				

AUCTION IP		AUCTION REF	AUCTION PERIOD		Quantity (kWh/h)	WHEELING
			Start date	End date		
			(dd/mm/yyyy)			
Entry		AUC-				
Exit		AUC-				

1.6. G.1f – Services Request Form for Zee Platform Services

Fluxys SA - Commercial Direction
Avenue des Arts 31 - B-1040 Brussels
Phone: +32 (0)2 282 77 77 - Fax +32 (0)2 282 02 50
info.transport@fluxys.com

G.1f - Services Request Form

GRID USER :

Company Name:	.....	*Date Request:*	.....
Contact person:	.....		
Phone:	.....	*STA Ref:*	.....
Mobile:	.....		
E-mail:	.....	*Your Ref:*	.....

☑ **ZEE PLATFORM**

	Points	Start date (dd/mm/yyyy)
1		
2		
3		
4		

1.7. G.1g – Services Request Form for Direct Line Services

FLUXYS
Fluxys Belgium SA - Commercial Direction
Avenue des Arts 31 - B-1040 Brussels
Phone: +32 (0)2 282 77 77 - Fax +32 (0)2 282 02 50
info.transport@fluxys.com

G.1g - Transportation Request Form

GRID USER :

Company Name:	………………………………………………	*Date Request:*	………………………………………
Contact person:	………………………………………………		
Phone:	………………………………………………	*STA Ref:*	………………………………………
Mobile:	………………………………………………		
E-mail:	………………………………………………		

☑ **DIRECT LINE**

DIRECT LINE	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

DIRECT LINE	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

DIRECT LINE	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

DIRECT LINE	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

DIRECT LINE	Quantity (kWh/h)	Start date	End date
		(dd/mm/yyyy)	

1.8. G.1h– Services Request Form for Cross Border Delivery Services

FLUXYS

Fluxys Belgium SA - Commercial Direction
Avenue des Arts 31 - B-1040 Brussels
Phone: +32 (0)2 282 77 77 - Fax +32 (0)2 282 02 50
info.transport@fluxys.com

G.1h - Services Request Form

GRID USER :

Company Name: ……
Contact person: ……
Phone: ……
Mobile: ……
E-mail: ……

Date Request: ……

STA Ref: ……

☑ **Entry and associated Corss Border Delivery Service**

Interconnection Point	Quantity (kWh/h)	Start date (dd/mm/yyyy)	End date (dd/mm/yyyy)
Dunkirk LNG Terminal (DKB) Entry			

☑ **OCUC and associated Corss Border Delivery Service**

OCUC	Quantity (kWh/h)	Start date (dd/mm/yyyy)	End date (dd/mm/yyyy)
OCUC Dunkirk LNG Terminal - Zeebrugge Beach			

1.9. G.1i – Services Request Form for Fix/Flex Rate Type at End User Domestic Exit Points

FLUXYS
Fluxys Belgium SA - Commercial Direction
Avenue des Arts 31 - B-1040 Brussels
Phone: +32 (0)2 282 77 77 - Fax +32 (0)2 282 02 50
info.transport@fluxys.com

G.1i - Services Request Form

GRID USER :

Company Name:	....	*Date Request:*	....
Contact person:	....		
Phone:	....	*STA Ref:*	....
Mobile:	....		
E-mail:	....		

☑ **End-User Domestic Exit Point**

END-USER DOMESTIC POINT	Quantity (kWh/h)	Start date (dd/mm/yyyy)	# calendar years	Fix Flex Rate Type
				☐

END-USER DOMESTIC POINT	Quantity (kWh/h)	Start date (dd/mm/yyyy)	# calendar years	Fix Flex Rate Type
				☐

END-USER DOMESTIC POINT	Quantity (kWh/h)	Start date (dd/mm/yyyy)	# calendar years	Fix Flex Rate Type
				☐

END-USER DOMESTIC POINT	Quantity (kWh/h)	Start date (dd/mm/yyyy)	# calendar years	Fix Flex Rate Type
				☐

END-USER DOMESTIC POINT	Quantity (kWh/h)	Start date (dd/mm/yyyy)	# calendar years	Fix Flex Rate Type
				☐

* Note that the Fix/Flex Rate Type can only be attributed if all Grid Users active on the same End User Domestic Exit Point XP request the Fix/Flex Rate Type for the considered calendar year

1.10. G.1j – Services Request Form for Quality Conversion Services

Fluxys Belgium SA - Commercial Direction
Avenue des Arts 31 - B-1040 Brussels
Phone: +32 (0)2 282 77 77 - Fax +32 (0)2 282 02 50
info.transport@fluxys.com

G.1k - Services Request Form

GRID USER :

Company Name: …… *Date Request:* ……
Contact person: ……
Phone: …… *STA Ref:* ……
Mobile: ……
E-mail: ……

☑ **Peak Load Quality Conversion bundles H -> L**

Requested number of Standard Bundled Units (SBU's)	Start date	End date
	(dd/mm/yyyy)	

☑ **Base Load Quality Conversion Service H -> L**

Quantity(kWh/h)	Start date	End date
	(dd/mm/yyyy)	

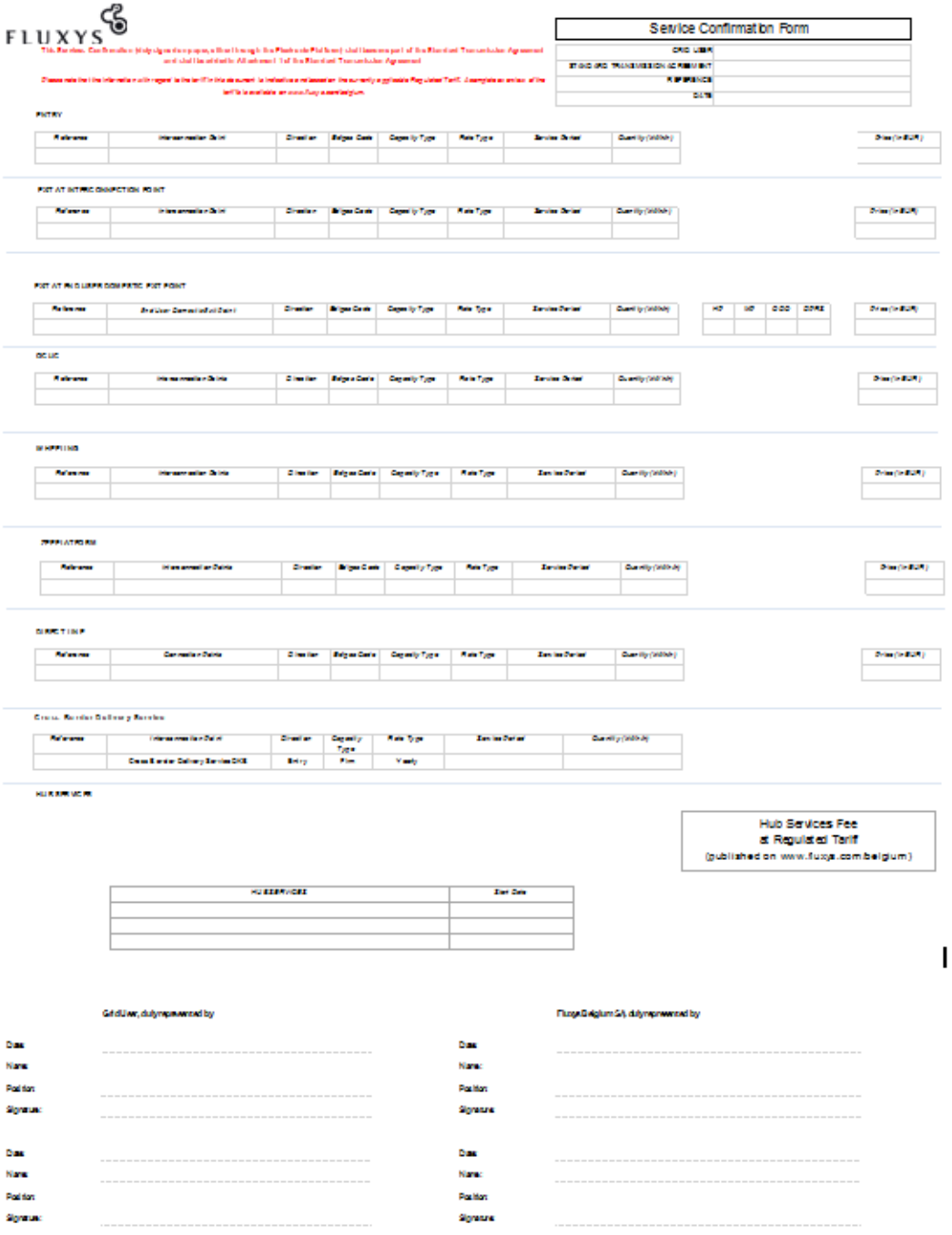
☑ **Seasonal Load Quality Conversion Service H -> L**

Quantity(kWh/h)	Start date	End date
	(dd/mm/yyyy)	

☑ **Quality Conversion Service L -> H**

Quantity(kWh/h)	Start date	End date
	(dd/mm/yyyy)	

G.2. Services Confirmation Form



FLUXYS

Service Confirmation Form

Hub Services Fee
at Regulated Tariff
(published on www.fluxys.com/belgium)

Grid User, duly represented by

Date:
Name:
Position:
Signature:

Date:
Name:
Position:
Signature:

Fluxys Belgium SA, duly represented by

Date:
Name:
Position:
Signature:

Date:
Name:
Position:
Signature:

G.3. Assignment Form

FLUXYS

Fluxys Belgium SA - Commercial Direction
Avenue des Arts 31 - B-1040 Brussels
Phone: +32 (0)2 282 77 77 - Fax +32 (0)2 282 02 50
info.transport@fluxys.com

G.3 - Assignment Request Form

GRID USER (Assignor)

Company Name:	.....	*Date Request:*	.....
Contact person:	.....		
Phone:	.....	*STA Ref:*	.....
Mobile:	.....		
E-mail:	.....	*Ref Assignor*	.....

GRID USER (Assignee)

Company Name:	.....	*Date Request:*	.....
Contact person:	.....		
Phone:	.....	*STA Ref:*	.....
Mobile:	.....		
E-mail:	.....	*Ref Assignee*	.....

Assignment

	Type of Assignment
☐	Full assignment
☐	Assignment with retained payment obligations (*)

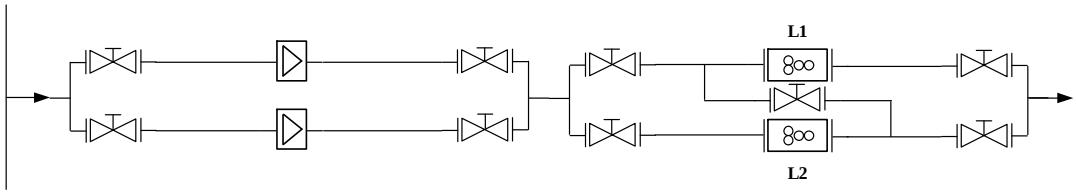
(*) It being understood that pursuant to the assignment agreement between the Assignor and the Assignee, the payment obligations in respect of this assignment request shall remain with the Assignor, except for the payments with regard to the commodity fee.

TYPE SERVICES	NAME SERVICES	CAPACITY TYPE	RATE TYPE	Quantity (kWh/h)	Price	Start date (dd/mm/yyyy)	End date (dd/mm/yyyy)

G.4. Allocation Agreement

ALLOCATION AGREEMENT	
Supply Point : XXXX	

Period: **xx/xx/xxxx – xx/xx/xxxx**



The aggregated offtakes at lines L1 and L2 will be allocated at 100 % to the Grid User YYYYYYY

For Grid User: *YYYYYYY*	**For Transporter**	**For End Consumer**
Date:	*Date:*	*Date:*
Name:	*Name:*	*Name:*

G.5. Form of Capacity Pooling Agreement

Capacity Pooling Agreement
Nr [●]
Between [●]
[●]
[●]
[TO BE COMPLETED WITH MORE PARTIES IF NEED BE]

This Capacity Pooling Agreement (the **"Capacity Pooling Agreement"**) is made between:

(1)**FLUXYS BELGIUM NV/SA**, a company incorporated in Belgium, having its registered office at Avenue des Arts 31, 1040 Brussels, Belgium, registered at the Register for Legal Entities (RPR/RPM) under number 0402.954.628;

hereinafter referred to as **"the TSO"**;

AND:

(2)**[COMPANY 1]**, a company incorporated in [COUNTRY/STATE], having its registered office at [ADDRESS], registered with the [COMPANY REGISTER] under number [NUMBER];
hereinafter referred to as **"[●]"**;

AND:

(3)**[COMPANY 2]**, a company incorporated in [COUNTRY/STATE], having its registered office at [ADDRESS], registered with the [COMPANY REGISTER] under number [NUMBER];
hereinafter referred to as **"[●]"**;

AND:

(4)**[COMPANY 3]**, a company incorporated in [COUNTRY/STATE], having its registered office at [ADDRESS], registered with the [COMPANY REGISTER] under number [NUMBER];
hereinafter referred to as **"[●]".**

To the above parties may hereinafter be collectively referred to as the **"Parties"** and individually as a **"Party"**.

WHEREAS:

(A) [●], [●], [●] and [●] have each executed a Standard Transmission Agreement (STA) with the TSO.

(B) The Parties wish to pool the capacities they have subscribed to under their Standard Transmission Agreements in respect of certain End User Domestic Exit Point, subject to and in accordance with the terms and conditions of this Capacity Pooling Agreement.

IN CONSIDERATION OF WHICH IT HAS BEEN AGREED THAT:

1. DEFINITIONS

Unless the context requires otherwise, capitalised terms in this Attachment G shall either have the meaning assigned to them in the Standard Transmission Agreement or shall have the following meaning:

"Capacity Pooling Fee" shall mean the fees due to the TSO by the Parties to this Agreement, other than the TSO for the services provided by the TSO under this Agreement, in accordance with Article 3 of this Capacity Pooling Agreement.

"Capacity Responsible Grid User" or **"CRGU"** shall mean, for a given End User Domestic Exit Point, the Party that assumes the role described under Article 2.3 of this Capacity Pooling Agreement.

"End Date" shall mean the date defined as such in Appendix 1 of this Capacity Pooling Agreement.

"Priority Allocated Grid User" or **"PAGU"** shall mean, for a given End User Domestic Exit Point, the Party that assumes the role described under Article 2.3 of this Capacity Pooling Agreement.

"Start Date" shall mean the date defined as such in Appendix 1 of this Capacity Pooling Agreement.

2. CAPACITY POOLING

2.1 This Capacity Pooling Agreement shall neither alter nor amend the terms and conditions of the STA, which shall remain fully applicable between their respective Parties.

2.2 For the purpose of this Capacity Pooling Agreement, Appendix 1 to this Capacity Pooling Agreement lists the respective roles and ranks each Party shall assume in respect of the listed End User Domestic Exit Points.

2.3 Subject to the conclusion of an Allocation Agreement and/or an amendment of an existing Allocation Agreement in respect of the End User Domestic Exit Point(s) listed in Appendix 1 to this Capacity Pooling Agreement, and subject to such Allocation Agreement remaining in full force during the entire term of this Capacity Pooling Agreement, it is agreed that for the End User Domestic Exit Point(s) listed in Appendix 1 to this Capacity Pooling Agreement, as from the Start Date until the End Date:

(i) in accordance with the terms of this Capacity Pooling Agreement:

(a) the CRGU shall authorise the PAGU(s) to use all the MTSR subscribed by the CRGU on the relevant End User Domestic Exit Point(s); and,

(b) any PAGU shall authorise the CRGU and the other PAGU(s) , if any, to use all the MTSR subscribed by such PAGU on the relevant End User Domestic Exit Points, if any;

(ii) the PAGU(s) and the CRGU shall send Nominations in respect of a End User Domestic Exit Point and, if applicable, renominations to The TSO, according to the Operating Procedures of the ACT. It is not allowed that at a given hour, for a given End User Domestic Exit Point, the sum of the energy flow rates exceeds the sum of the Available MTSR for the CRGU and the PAGU(s) at this End User Domestic Exit Point. In case of such an exceeding the TSO shall have the right to first cap the last received Nomination of the CRGU, subsequently the last received Nomination of the PAGU(s) in decreasing rank order so that the sum of the CRGU and PAGU(s) Nominations' shall not exceed the sum of the available MTSR for the CRGU and PAGU(s) at this End User Domestic Exit Point;

(iii) the CRGU and the PAGU(s) shall inform each other of their subscribed levels of MTSR at the End User Domestic Exit Point at the time of the Start Date of this Agreement and shall inform each other immediately of any changes of such level of MTSR during the entire period between the Start and End Date of this Agreement;

(iv) in case the sum of Exit Energy Allocations of the CRGU and the PAGU(s) exceeds the sum of Available MTSR of the CRGU and the PAGU(s) at a End User Domestic Exit Point, the Exit Energy Incentives, which shall then be calculated based on the sum of the Exit

Energy Allocation of the CRGU and the PAGU(s) at this End User Domestic Exit Point, shall be due by the CRGU;

(v) notwithstanding the above, the CRGU and the PAGU(s) shall be liable vis-à-vis the TSO for the Incentive for Initial Exit Scheduling and Incentive for Last Exit Scheduling when applicable;

(vi) note that in case the Fix/Flex Rate Type is attributed on an End User Domestic Exit Point with an active Capacity Pooling Agreement, the CRGU will be responsible for the payment of the flex component based on the Running Hours of the whole End User Domestic Exit Point and therefore will receive access to the final Allocations of the individual PAGU(s); and,

(vii) the CRGU and the PAGU(s) are severally and jointly liable vis-à-vis the TSO in respect of the terms and conditions of this Capacity Pooling Agreement.

3. CAPACITY POOLING FEE

3.1 General

As from the Start Date, a Capacity Pooling Fee, expressed in Euros, shall be calculated and invoiced monthly by the TSO to each Party other than the TSO, according to the Regulated Tariffs as applicable from time to time.

3.2 Taxes

The Capacity Pooling Fee due under Article 3.1 is exclusive of any taxes, duties or levies of a similar nature. The TSO is entitled to add to the amounts due all taxes, duties or levies of a similar nature imposed on the TSO by any competent authority with respect to or affecting the services provided by the TSO under this Capacity Pooling Agreement (including but not limited to VAT, the levies of the CREG, excise or any taxes or levies whatsoever imposed by public authorities, but excluding taxes on income, profit and share capital).

4. TERM

This Capacity Pooling Agreement shall enter into force as from its execution by all Parties.

5. MISCELLANEOUS

Articles 6 (Invoicing and payment), 10 (Liability), 11 (Force Majeure), 18 (Changed Circumstances) and 20 (Disputes) of the STA, shall be applicable between the TSO and the other Parties in respect of their rights and obligations under this Capacity Pooling Agreement, but not between the Parties other than the TSO.

* * *

For The TSO:	
Name: Title: Date:	Name: Title: Date:

For : [COMPANY 1]	
Name: Title Date:	Name: Title: Date:
For : [COMPANY 2]	
Name: Title Date:	Name: Title: Date:
For : [COMPANY 3]	
Name: Title Date:	Name: Title: Date:

APPENDIX 1: Allocation Agreement for Capacity Pooling @ End User Domestic Exit Point Service

ALLOCATION AGREEMENT	
End User Domestic Exit Point: [XXX] GEL N°: [YYY] Node: [ZZZ]	Grid Users: CRGU: [●] PAGU with rank1: [●] PAGU with rank2: [●] PAGU with rankn: [●]
Period : Start Date: [dd/mm/yyyy]	End Date: [dd/mm/yyyy]

[Picture of the End User End User Domestic Exit Point]

1. Priority Allocated Grid User rank 1:

If the aggregated hourly offtakes at lines [Relevant Lines of Node ZZZ] are higher than the confirmed nominated quantity of PAGU with rank 1 for the relevant hour, the hourly allocation to PAGU with rank 1 will be equal to the nominated quantity of PAGU with rank 1 for the relevant hour.

If the aggregated hourly offtakes at lines [Relevant Lines of Node ZZZ] are equal or below the confirmed nominated quantity of PAGU with rank 1 for the relevant hour, the hourly allocation to PAGU with rank 1 will be equal to the aggregated hourly offtakes at lines [Relevant Lines of Node ZZZ] for the relevant hour.

2. Priority Allocated Grid User rank n:

If the aggregated hourly offtakes at lines [Relevant Lines of Node ZZZ] are higher than the sum of the confirmed nominated quantities of PAGU with rank 1…n-1 for the relevant hour, the hourly allocation to PAGU with rank n will be equal to the minimum of the nominated quantity of PAGU with rank n and the difference between the aggregated hourly offtakes at lines [Relevant Lines of Node ZZZ] and the sum of the confirmed nominated quantities of PAGU with rank 1…n-1 for the relevant hour.

If the aggregated hourly offtakes at lines [Relevant Lines of Node ZZZ] are lower than the sum of the confirmed nominated quantities of PAGU with rank 1…n-1, the hourly allocation to PAGU with rank n will be equal to zero.

3. Saldo - Capacity Responsible Grid User:

If the aggregated hourly offtakes at lines [Relevant Lines of Node ZZZ] are higher than the sum of the confirmed nominated quantity of PAGU(s) for the relevant hour, the hourly allocation to CRGU will be equal to the difference between the aggregated

hourly offtakes at lines [Relevant Lines of Node ZZZ] and the sum of the nominated quantity of PAGU(s) for the relevant hour.

If the aggregated hourly offtakes at lines [Relevant Lines of Node ZZZ] are equal or below the sum of the confirmed nominated quantity of PAGU(s) for the relevant hour, the hourly allocation to CRGU will be equal to 0.

For CRGU: [COMPANY 1]	
Name: Title Date:	Name: Title: Date:
For PAGU with rank 1 : [COMPANY 2]	
Name: Title Date:	Name: Title: Date:
For PAGU with rank 2 : [COMPANY 3]	
Name: Title Date:	Name: Title: Date:
For PAGU with rank n : [COMPANY 4]	
Name: Title Date:	Name: Title: Date:

For The TSO:	
Name: Title: Date:	Name: Title: Date:

For End Consumer:	
Name: Title: Date:	Name: Title: Date:

G.6 Grid User Details Form

COMPANY

- Company name:
- Address:

- Phone number:
- Fax number:
- The company is incorporated
  under the laws of:
- Registered office:
- Chamber of commerce:
- City and Registration number:
- Legally representatives (signature of the STA):

  1. Name:
     Function:

  2. Name:
     Function:

- EAN Number[1]:

CONTACTS

Commercial contact:

- Contact name:
- Function:
- Address:

- Phone number:
- Fax number:
- Mobile:
- Email address:
- Dedicated Email address (Department or Team):

[1] In case of your company will be active on Distribution Domestic Exit Points.

Back-up Commercial Contact:

- Contact name:
- Function:
- Address:

- Phone number:
- Fax number:
- Mobile:
- Email address:

Operational contact:[2]

- Contact name:
- Function:
- Address:

- Phone number:
- Edigas phone number:
- Fax number:
- Mobile:
- Email address:
- Dedicated Email address (Department or Team):

ICT contact:

- Contact name:
- Function:
- Address:

- Phone number:
- Fax number:
- Mobile:
- Email address:
- Dedicated Email address (Department or Team):

[2] Operational parameters (shipper's code...), communication protocol, ICT maintenance notices...

INVOICING

Main Invoicing

- Company name:
- Invoicing contact name:
- Address:

- Phone number:
- Fax number:
- Mobile:
- Email address:
- Bank name:
- Bank address:

- Account number:
- IBAN Code:
- BIC Code:
- VAT number:
- Register for Legal Entities

Invoicing Mailing Address

- Company name:
- First Name:
- Surname:
- Function:
- Address:

Subscription to E-Invoicing[3]

(Allows downloading electronic invoices from the Electronic Data Platform (EDP))

- Email address to receive notification of publication:

Purchase status:

- ☐ Taxable Dealer[4] or ☐ End Consumer

[3] If not filled out, paper invoice will remain to be sent by post.

[4] For purpose of VAT, a "taxable dealer" is defined in the Directive 2003/92/EC as a taxable person whose principal activity in respect of purchases of gas and electricity is reselling such products and whose own consumption of these products is negligible.

G.7 TSO Details Form

COMPANY

- Company name: FLUXYS BELGIUM S.A.
- Address: Avenue des Arts 31
  1040 BRUSSELS
  BELGIUM

- Phone number:
- Fax number:
- The company is incorporated under the laws of:
- Registered office:
- Chamber of commerce:
- City and Registration number:
- VAT number:

CONTACTS

Commercial contact:

- Contact name:
- Function:
- Phone number:
- Fax number:
- Email address:

Administrative contact:

- Contact name:
- Function:
- Phone number:
- Fax number:
- Email address:
- Dedicated Email address – Commercial Team:

Operational contact:

- Contact name:
- Phone number:
- Edigas phone number:
- Fax number:
- Email address:

G.8. Oversubscription and Buy-Back (CMP)

~~8.1.~~2.1. G.8a – Notification of Buy-Back

Fluxys Belgium SA - Commercial Direction
Avenue des Arts 31 - B-1040 Brussels
Phone: +32 (0)2 282 77 77 - Fax +32 (0)2 282 02 50
info.transport@fluxys.com

G.8a - Notification of Buy-Back

From: Fluxys Belgium
To: Grid Users holding Firm Transmission Services

Dear Grid User,

Please be advised that aggregated nominations exceed, or are predicted to exceed, the physical capability of the Interconnection Point [XXX] in the [positive/negative] direction ([Entry/Exit]) on gasday [DD/MM/YYYY] CET as from [DD/MM/YYYY hh:mm] till [DD/MM/YYYY hh:mm] CET included.

As you are a Grid User who is holding Firm Transmission Services on this Interconnection Point in the given direction, you are invited to enter the attached Capacity Buy-Back Offer offering to sell Firm Transmission Services for this period back to Fluxys Belgium.

All Capacity Buy-Back Offers received at the Buy-Back Closure Time [DD/MM/YYYY hh:mm] will be accepted from the lowest bid price limited to the Maximum Buy-Back Price until the required buy-back volume is met.

May we kindly ask you to fill in the attached Capacity Buy-Back Offer and to send it back before the Buy-Back Closure Time to Fluxys Belgium via dispatching@fluxys.com.

Yours sincerely,

~~8.2.~~2.2. G.8b – Capacity Buy-Back Offer

Fluxys Belgium SA - Commercial Direction
Avenue des Arts 31 - B-1040 Brussels
Phone: +32 (0)2 282 77 77 - Fax +32 (0)2 282 02 50
info.transport@fluxys.com

G.8b - Capacity Buy-Back Offer

From: ***GRID USER :***

Company Name:	.....	*Date Request:*	.....
Contact person:	.....		
Phone:	.....	*STA Ref:*	.....
Mobile:	.....		
E-mail:	.....		

To: Fluxys Belgium : dispatching@fluxys.com

Dear Fluxys,

After received of the Notification of Buy-Back on the Interconnection [XXX] in the [positive/negative] direction ([Entry/Exit]) on gasday [DD/MM/YYYY] as from [DD/MM/YYYY hh:mm] CET till [DD/MM/YYYY hh:mm] CET, our company is offering to sell the following FirmTransmission Services for this period back to Fluxys Belgium.

Quantity (kWh/h)	Price (ct/kWh/h/Runtime)

Yours sincerely,

~~8.3.~~2.3. G.8c – Result Capacity Buy-Back Offer

FLUXYS

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Avenue des Arts 31 - B-1040 Brussels
Phone: +32 (0)2 282 77 77 - Fax +32 (0)2 282 02 50
info.transport@fluxys.com

G.8c - Result Capacity Buy-Back Offer

From: Fluxys Belgium
To: Grid User [XXX]

Dear Grid User,

Please find in the table herafter the result of the Capacity Buy-Back Offer you have submitted in order to sell Firm Transmission Services back to Fluxys Belgium

Interconnection Point	As from	Till (Included)	Contract Reference	Quantity (kWh/h)
	DD/MM/YYYY hh:mm	DD/MM/YYYY hh:mm		

Yours sincerely,

G.9 – Surrender of Capacity

FLUXYS

Fluxys Belgium SA - Commercial Direction
Avenue des Arts 31 - B-1040 Brussels
Phone: +32 (0)2 282 77 77 - Fax +32 (0)2 282 02 50
info.transport@fluxys.com

G.9 - Surrender Request

From: ***GRID USER :***

Company Name: .....
Contact person: .....
Phone: .....
Mobile: .....
E-mail: .....

Date Request: .....

STA Ref: .....

Dear Fluxys,

Grid User [XXX] is willing to surrender the following Transmission Services to Fluxys Belgium.

As from	Till (Included)	Contract Reference	Quantity (kWh/h)
DD/MM/YYYY	DD/MM/YYYY		

Yours sincerely,