

**Elering AS Transmission System Operator  
AS Conexus Baltic Grid Transmission System Operator**

**STANDARD TERMS AND CONDITIONS OF THE GAS BALANCING RULES**

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## 1. General provisions

- 1.1. These standard terms and conditions of the gas balancing rules (hereinafter: the standard terms and conditions) set out the rights and obligations and the information exchange procedure between the transmission system operator and the network users (hereinafter: party and jointly as the parties) in relation to commercial and operational balancing and settlement in the common balancing zone of Estonia and Latvia.
- 1.2. The standard terms and conditions shall apply:
  - 1.2.1. to both transmission networks' areas in the territory of the Republic of Estonia and the Republic of Latvia and the standard balancing agreement shall form an integral part of the standard terms and conditions;
  - 1.2.2. to all network users that have concluded the balancing agreement with one transmission system operator in the common balancing zone.
- 1.3. The standard terms and conditions are established pursuant to the national legislation of the transmission system operator concluding the balancing agreement and published on the website of the respective TSO. The standard terms and conditions are always applicable to every balancing agreement. The balancing agreement shall be always interpreted in accordance with the standard terms and conditions and *vice versa*.
- 1.4. The standard terms and conditions shall determine:
  - 1.4.1. The terms and procedure for providing information and general data exchange with network users regarding their balance status;
  - 1.4.2. The order and procedure for using the virtual trading point to trade in natural gas and to submit trade notifications;
  - 1.4.3. Allocation of initial and final imbalances by network users, settlement, and invoicing of imbalances;
  - 1.4.4. The terms and procedure governing the operational balancing of the gas transmission networks by the transmission system operator.

## 2. Definitions

- 2.1. The standard terms and conditions use the terms as defined in the relevant acts or as defined below:
  - 2.1.1. **Allocation** means the quantity of gas attributed to a network user by a transmission system operator as an input or an off-take (which shall be expressed in kWh units).
  - 2.1.2. **Balancing agreement** shall mean the standardized agreement, which may be concluded by a market participant with any transmission system operator in the common balancing zone, in order to become a network user within the meaning of these standard terms and conditions.
  - 2.1.3. **Balancing portfolio** means all inputs and offtakes in the common balancing zone that are attributed to a network user.
  - 2.1.4. **Balancing service** means a service provided to the transmission system operator via a contractual arrangement for gas required to meet short term fluctuations in gas demand or supply, which is not a short term standardised product.
  - 2.1.5. **Balancing service provider** means a party that is registered as a potential provider of balancing services to the transmission system operator.
  - 2.1.6. **Common balancing zone** means the combined area of the natural gas transmission networks in Estonia and Latvia, to which these standard terms and conditions apply.
  - 2.1.7. **Daily imbalance charge** means the financial amount a network user pays or receives in respect of its daily imbalance quantity.
  - 2.1.8. **Daily imbalance quantity** means the quantity (expressed in kWh) for which a network user shall pay imbalance charges on each gas day.
  - 2.1.9. **Daily metered** means that the gas quantity is measured and collected once per gas day.

- 2.1.10. **Energy Identification Code (hereinafter: the EIC)** means the identification code assigned to network user(s) and other entities active within the common balancing zone based on the Energy Identification Coding scheme.
- 2.1.11. **Entry flow** is the input into the transmission system at an entry point of the common balancing zone.
- 2.1.12. **Exit flow** is the offtake from the transmission system at an exit point of the common balancing zone.
- 2.1.13. **Forecasting party** means an entity that has been assigned by the respective national regulatory authority to be responsible for forecasting the load of non daily metered customers in a given country.
- 2.1.14. **Gas day** means the period from 5.00 to 5.00 UTC (from 7:00 am to 7:00 am local time) the following day for winter time and from 4.00 to 4.00 UTC (from 7:00 am to 7:00 am local time) the following day when daylight saving is applied.
- 2.1.15. **Marginal buy price** means the price per kWh that is applied to a daily imbalance quantity that is negative.
- 2.1.16. **Marginal sell price** means the price per kWh that is applied to a daily imbalance quantity that is positive.
- 2.1.17. **MBP incentive factor** is the incentive factor applied to the marginal buy price.
- 2.1.18. **MSP incentive factor** is the incentive factor applied to the marginal sell price.
- 2.1.19. **Network user** means a market participant who has entered into a balancing agreement with the transmission system operator of the common balancing zone in order to balance its inputs against its off-takes in the common balancing zone.
- 2.1.20. **Neutrality adjustment** means the adjustment percentage added to the daily imbalance price in order to cover the costs of the balancing activities of the transmission system operator.
- 2.1.21. **Nomination** means the prior reporting by a network user to the transmission system operator of the actual flow that the network user wishes to inject into or withdraw from the system.
- 2.1.22. **Non daily metered** means that the gas quantity is measured and collected less frequently than once per gas day.
- 2.1.23. **Business day** means any day from Monday to Friday that is not a public holiday in any of the countries in the common balancing zone.
- 2.1.24. **Short term standardized product** means either a title product or a locational product that is traded for delivery on a within day or day ahead basis.
- 2.1.25. **Title product** means any transaction for the sale and purchase of gas that involves an exchange of gas at the virtual trading point of the common balancing zone.
- 2.1.26. **Trade notification** means the information submitted by network users to the transmission system operator specifying a desired exchange of gas with another network user at the virtual trading point.
- 2.1.27. **Trading platform** means an electronic platform provided and operated by a trading platform operator by means of which trading participants may post and accept, including the right to revise and withdraw, bids and offers for gas required to meet short term fluctuations in gas demand or supply, in accordance with the terms and conditions applicable on the trading platform.
- 2.1.28. **Transmission System Operator (hereinafter: TSO)** means the transmission system operator established under the laws of either country in the common balancing zone.
- 2.1.29. **Virtual trading point (hereinafter: VTP)** means a point without a defined physical location in the common balancing zone where trade in natural gas is carried out.

### 3. Conclusion of the balancing agreement

- 3.1. Any party that wants to conclude the balancing agreement shall submit an application to the TSO. The application shall:
  - 3.1.1. Be submitted by e-mail to the contact address specified by the TSO on its website no later than four (4) weeks before the date, by which the applicant wants to start acting as a network user;

- 3.1.2. Contain a duly completed copy of the balancing agreement, based on the template published by the TSO on its website;
- 3.1.3. Contain contact details of the representative(s) having the right to assume obligations on behalf of the entity (including full name, title, phone number, e-mail address), and documents proving the right of the representative(s) to act on behalf of the applicant;
- 3.1.4. Contain a document that proves that the applicant has registered for commercial activity pursuant to the national laws and regulations in the country in which it is registered;
- 3.1.5. Contain a document that has been issued not earlier than one month before the date of submission and proves that the applicant is not under insolvency proceedings, the applicant's economic activity is not suspended;
- 3.1.6. At the request of the TSO contain the annual report for the previous three years (or the actual operation period, taking into account the time of founding or beginning of operation of the applicant on which the annual report is to be submitted) or an equivalent document proving the applicant;
- 3.1.7. Contain information about the applicant's credit rating awarded by a commonly known credit agency or rating agency (not required if it is planned to provide a collateral pursuant to section 4 of these standard terms and conditions).
- 3.2. Within ten (10) business days after receiving a complete application, the TSO shall confirm that it has received the application and shall:
  - 3.2.1. Confirm that the application complies with all requirements of article 3.1 or
  - 3.2.2. Request the applicant to update the application by providing:
    - a) Any missing information, which shall be specified by the TSO; and
    - b) Any supplementary documents where so required to evaluate the applicant in accordance with section 4; or
  - 3.2.3. If the TSO has requested the applicant to update the application in accordance with article 3.2.2. and the application does not comply with the requirements of article 3.1, reject the application and specify why the application has been rejected.
- 3.3. After receipt of the original signed balancing agreement from the applicant, the TSO shall:
  - 3.3.1. Confirm to the applicant by e-mail that the balancing agreement has been concluded and that the applicant will be registered as the network user;
  - 3.3.2. Provide the new network user all necessary connectivity details and access rules.
- 3.4. The registration of the network user shall become effective by the beginning of the next calendar month, but not earlier than five (5) business days after the date on which the TSO has received the original signed balancing agreement from the applicant and five (5) business days after the new network user has provided any required collateral in accordance with section 4, whichever is the latest.

#### **4. Credit management and collaterals**

- 4.1. In case of conclusion of the balancing agreement with the Estonian TSO the network user shall present appropriate collateral for the fulfilment of the network user's obligations under the balancing agreement in accordance with the criteria and regulations with the Estonian national laws or regulations.
- 4.2. Upon the conclusion of the balancing agreement with the Latvian TSO the network user shall provide a collateral (in the form of a financial service provider's guarantee or a security deposit) for the fulfilment of the network user's obligations under the balancing agreement in accordance with the criteria and regulations coordinated with the national regulatory authority of Latvia.

#### **5. Balance responsibility and transfer of balance responsibility**

- 5.1. Network user shall be responsible for:
  - 5.1.1. Ensuring that the sum of all entry flows, exit flows and VTP transactions that are associated with the network user's balance portfolio are balanced;

- 5.1.2. Monitoring the balance of its balancing portfolio;
- 5.1.3. Taking reasonable actions for restoring the balance of the balancing portfolio, in case the network user becomes aware of any imbalances;
- 5.1.4. Pay and issue invoice for imbalance of its balancing portfolio in accordance with section 8.
- 5.2. The network user (the ‘transferring network user’) may transfer its balance responsibility to another network user by notifying a transfer of balance responsibility to the TSO of the transferring network user:
  - (a) The transfer of balance responsibility shall be notified by submitting a corresponding transfer statement, which shall be duly completed and signed by both the network user transferring balance responsibility and the network user accepting balance responsibility, and which shall be submitted by e-mail or letter, not later than ten (10) days before first date of the month when balance responsibility is transferred;
  - (b) Upon receipt of a transfer statement, the TSO shall verify:
    - i. That the transfer statement has been duly completed and signed by the network user transferring balance responsibility and the network user accepting balance responsibility, and
    - ii. That the network user accepting responsibility has not transferred its balance responsibility to another network user;
  - (c) In case the verification is negative, the TSO shall provide the transferring network user with a justified rejection within five (5) business days after receipt of the transfer statement that the transfer of balance responsibility was rejected;
  - (d) In case the verification is successful, the TSO shall confirm the transfer of balance responsibility to the transferring network user and the accepting network user not earlier than five (5) business days;
  - (e) The transfer of balance responsibility shall come into effect by the first gas day of the next calendar month.
- 5.3. The transfer statement referred to in article 5.2(a) shall be based on a template, which is published on the website of the TSO and which has been jointly developed and agreed by the TSOs operating in the common balancing zone.
- 5.4. In case a network user has accepted the balance responsibility for other network user(s) in accordance with article 5.2, the balancing portfolio of the corresponding network user(s) shall be deemed to be part of the network user’s own balancing portfolio for the purposes of:
  - (a) Determining the balance position of the network user as per section 7;
  - (b) Imbalance settlement.

## **6. Virtual trading point of the common balancing zone**

- 6.1. The role and purpose of the VTP
  - 6.1.1. VTP serves to enable the exchange of gas between different network users in the common balancing zone;
  - 6.1.2. Any exchange of gas between two network users shall be based on two matching trade notifications that are submitted, verified and allocated in accordance with the provisions of this section 6.
  - 6.1.3. Exchanges of gas at the VTP shall not have capacity limitations.
  - 6.1.4. For the purposes of this section 6, the term ‘network user’ shall be understood to include also the TSO(s) and trading platform(s) in the common balancing zone, insofar as required to enable the exchange of gas between the different parties.
- 6.2. Access to and operation of the VTP
  - 6.2.1. All network users that have valid balancing agreement are entitled to exchange gas at the VTP.
  - 6.2.2. All regular communications between the TSO and the network user shall be carried out in a reasonable manner by providing network user sufficient time prior to any change in information technology solutions used for data exchange.
- 6.3. Submission of trade notifications

- 6.3.1. Network users wishing to exchange gas with another network user shall both submit a trade notification to the TSO;
- 6.3.2. Trade notifications for the exchange of gas on future gas days:
- (a) May specify an exchange of gas on one or more consecutive gas days;
  - (b) May be submitted to the TSO:
    - i. No earlier than forty (40) calendar days before the last gas day on which gas shall be exchanged,
    - ii. No later than at 13:00 h UTC winter time and 12:00 h UTC daylight saving time, i.e. 15:00 h local time, on gas day D-1, where gas day D is the first gas day on which gas shall be exchanged.
- 6.3.3. Trade notifications for within-day trading may be submitted to the TSO:
- (a) No earlier than two (2) hours after the deadline specified in 6.3.2(b)ii;
  - (b) No later than 30 (thirty) minutes before the end of the gas day on which gas shall be exchanged.
- 6.3.4. All trade notifications shall specify:
- (a) The Gas Day(s) on which the exchange shall take place,
  - (b) The EICs of the submitting network user and the counterparty to the exchange,
  - (c) Whether it is a disposing or acquiring trade notification,
  - (d) The gas quantity, expressed in kWh/d, which the network user wishes to exchange.
- 6.3.5. Within the timelines specified by articles 6.3.2 and 6.3.3, the network user may amend earlier trade notifications, for which the matching process has not yet started, at any time.
- 6.3.6. Every trade notification received and not confirmed or amended will be valid for the gas day if not updated by network users up to the time specified in 6.3.3.
- 6.3.7. For trading at a recognized trading platform, the operator of the trading platform may be authorised by network users to submit trade notifications on their behalf.
- 6.3.8. The TSO shall be entitled to submit trade notifications on behalf of a balancing service provider, if so agreed with the balancing service provider in writing.
- 6.4. Validation, matching and confirmation of trade notifications
- 6.4.1. Upon receipt of a new trade notification, the TSO shall validate that the trade notification is formally correct, contains all necessary information and has been submitted within the allowed timelines as specified in article 6.3.
- 6.4.2. If the TSO has received and validated a trade notification based on conditions set out in 6.3.6 and 6.3.7 then the value nominated will be confirmed.
- 6.4.3. If the TSO has received and validated a pair of a disposing and an acquiring trade notification for the same gas day(s):
- (e) The TSO shall match the two trade notifications as follows:
    - i. In case both trade notifications specify equal quantities, both trade notifications shall be allocated with the notified quantities;
    - ii. In case the two trade notifications specify different quantities, both trade notifications shall be allocated at the lower of the notified quantities ('lesser rule');
  - (f) The TSO shall confirm the allocated quantities within 30 minutes after the time when the pair of a disposing and an acquiring trade notification have been received by the TSO.

## 7. The information provision regarding the balance status of the network user

- 7.1. The TSO shall submit to the network user timely and reliable information regarding its balancing status in order to provide each network user with an opportunity to take the respective actions to adjust its gas flows so as to balance its inputs against its off-takes of natural gas on a respective day and, consequently, to minimise its imbalance and the need to carry out any operational (residual) balancing.

- 7.2. The forecasting party of each country in the common balancing zone shall be responsible for providing the TSO of the national transmission system with load forecasts of all non daily metered customers in that country. The information model for non daily metered data allocation shall be the base case model.
- 7.3. The forecasts of non daily metered offtakes shall be provided in a form agreed between the forecasting party and the TSO.
- 7.4. TSO shall provide the network user with a forecast of the non-daily metered inputs and off-takes on gas day D, whereby each update shall apply to gas flows from the beginning of gas day D.
- 7.4.1. An initial forecast by 11:00 h UTC (winter time) or 10:00 h UTC (daylight saving), i.e. 13:00 h local time, on day D-1,
- 7.4.2. A first update by 08:00 h UTC (winter time) or 07:00 h UTC (daylight saving), i.e. 10:00 h local time, on day D, and
- 7.4.3. A second update 13:00 h UTC (winter time) or 12:00 h UTC (daylight saving), i.e. 15:00 h local time, on day D.
- 7.4.4. No later than 13:00 hrs of gas day D+1, the initial allocation for its inputs and off-takes on gas day D and its initial daily imbalance quantity.
- 7.5. No later than within one (1) hour after the deadlines specified in article 7.4, the TSO shall provide this information to each network user.

## 8. Settlement of imbalances

### 8.1. General provisions for imbalance settlement

- 8.1.1. This section determines the procedure, the terms and conditions for calculating the daily imbalance quantity and forming and applying the daily imbalance charge.
- 8.1.2. All daily imbalances shall be subject to a financial clearing to the balancing account of the TSO.
- 8.1.3. The imbalance charges accumulated to the financial account shall be cleared to/by the network user on a monthly basis.

### 8.2. Determination of daily imbalance volumes:

- 8.2.1. The daily imbalance quantity for network user's balancing portfolio for each gas day is calculated in accordance with the formula: daily imbalance quantity = inputs – off-take and shall be allocated as:
- a) The VTP transfer inputs and off-takes in the common balancing zone shall be allocated by the TSO in accordance with requirements laid down in section 6;
  - b) The entry and exit flow inputs and off-takes of the common balancing zone shall be allocated based on requirements specified by the rules on the third party access to the transmission services of the common balancing zone.
- 8.2.2. The daily imbalance quantity shall be rounded to kWh.

### 8.3. Determination of daily imbalance prices

- 8.3.1. For each gas day D, the TSO shall determine the daily imbalance prices on the following day (D+1) as follows:
- a) The marginal sell price (MSP) for gas day D shall be equal to the lower of:
    - i. The lowest price of any sales of title products in which a TSO was involved in respect of gas day D plus neutrality adjustment;
    - ii. The energy weighted average price of all trades in title products at relevant trading platforms in respect of gas day, multiplied by the MSP incentive factor minus neutrality adjustment;
  - b) The marginal buy price (MBP) for gas day D shall be equal the greater of:
    - iii. The highest price of any purchases of title products in which a TSO was involved in respect of gas day D minus neutrality adjustment;
    - iv. The energy weighted average price of all trades in title products at relevant trading platforms in respect of gas day, multiplied by the MBP incentive factor plus neutrality adjustment;
  - c) The MSP and MBP shall be expressed in Euro/MWh and be rounded to two decimals.
- 8.3.2. When determining the daily imbalance prices, the TSO shall consider only:

- a) Title products that were traded at the VTP;
  - b) Title products that were traded as within-day and day-ahead products for delivery during gas day D.
- 8.3.3. In case it is impossible to determine either the MSP or the MBP as per article 8.3.1, the corresponding price shall be set equal to the corresponding price applying for the previous gas day (D-1).
- 8.3.4. The MBP incentive factor and the MSP incentive factor shall be set as follows:
- a) The MSP incentive factor may range between a value of 0.9 and 0.95;
  - b) The MBP incentive factor may range between a value of 1.05 and 1.1;
  - c) Both factors may be readjusted by the TSO, with a minimum notice time of three (3) calendar days before the first gas day, for which the adjusted factors shall come into effect.
- 8.3.5. With the purpose to ensure financial neutrality of the TSO, the neutrality adjustment shall be set. The value of the neutrality adjustment shall not exceed ten percent of the MSP and MBP. The neutrality adjustment may be re-adjusted monthly.
- 8.3.6. Neutrality adjustment shall be set taking into account any:
- a) Costs and revenues of TSO arising from daily imbalance charges and within day charges;
  - b) Costs and revenues of TSO arising from the balancing actions;
  - c) Administrative costs of TSO arising from the balancing actions;
  - d) Other costs and revenues of TSO related to the balancing activities undertaken by the TSO.
- 8.3.7. Average total positive and negative monthly imbalance quantities in the common balancing zone.
- 8.3.8. Based on the daily imbalance quantity and the daily imbalance prices as determined in accordance with articles 8.2 and 8.3, the daily imbalance charge of the network user for a gas day shall be calculated as follows:
- a) In case of a positive daily imbalance quantity, the daily imbalance charge shall be equal to the product of the daily imbalance quantity of the network user's balancing portfolio and the MSP of the gas day, and shall be payable by the TSO to the Network user;
  - b) In case of a negative daily imbalance quantity, the daily imbalance charge shall be equal to the product of the daily imbalance quantity and the MBP of the gas day, and shall be payable by the network user to the TSO;
  - c) The daily imbalance charge shall be expressed in Euro and be rounded to two decimals.

## 9. Reporting and clearing of daily imbalance charges

- 9.1. One (1) business day after the end of each gas day D, the TSO shall carry out the daily clearing for gas day D. Based on the preliminary allocation of entry/exit flows and the final allocation of VTP transfers for gas day D the TSO shall determine and communicate to the network user the network user's daily imbalance quantity for gas day D.
- 9.2. No later than eight (8) calendar days after the beginning of each month, the TSO shall carry out the provisional monthly clearing for the previous month (the 'delivery month'). The TSO shall determine and communicate the following values, based on the final allocation of entry/exit flows and the VTP transfers for the delivery month:
- 9.2.1. The network user's daily imbalance quantity for each gas day of the delivery month;
  - 9.2.2. The network user's daily imbalance charge for each gas day of the delivery month; and
  - 9.2.3. The sum of the network user's daily imbalance charges for all gas days of the delivery month, which shall be paid by the network user;
  - 9.2.4. The sum of the network user's daily imbalance charges for all gas days of the delivery month, which shall be paid to the network user;
  - 9.2.5. The total amounts payable for the delivery month by and to the network user.
- 9.3. The TSO shall set out the exact forms and data exchange formats for balance settlement giving reasonable prior notice to any changes.



- 9.4. In case a network user detects any discrepancies in the information provided under daily or monthly clearing, it shall inform the TSO and specify the discrepancy without delay.
- 9.5. In case the TSO is informed by a network user of any discrepancies the TSO shall within five (5) business days verify the corresponding calculations and:
  - 9.5.1. Either provide corrected monthly clearing values to the network user; or
  - 9.5.2. Provide the network user with a reasoned rejection of the network user's request.
- 9.6. No later than eight (8) calendar days after the beginning of the third month after delivery, the TSO shall carry out the final monthly clearing. During final monthly clearing, the network user shall receive an update of the information provided under provisional monthly clearing, based on the final allocation of all entry or exit flows, which have been made available to the TSO no later than two (2) calendar days before the deadline for final monthly clearing.

## 10. Operational balancing

- 10.1. The TSO buys and/or sells gas for the transmission system balancing either on a trading platform or by using balancing services.
- 10.2. The TSO shall undertake balancing actions in order to:
  - 10.2.1. Maintain the transmission network within its operational limits
  - 10.2.2. Achieve an end of day linepack position in the transmission network different from the one anticipated on the basis of expected inputs and off-takes for that gas day, consistent with economic and efficient operation of the transmission network
- 10.3. When deciding upon the appropriate balancing actions, the TSO shall follow the merit order of:
  - 10.3.1. Use of title products where and to the extent appropriate from the trading platforms
  - 10.3.2. If the trading platform does not provide sufficient need for balancing the system or it is economically less efficient, short term standardised products as described under the balancing service agreement are used.
- 10.4. The use of trading platforms and the balancing services shall be agreed between the TSOs of the common balancing zone.
- 10.5. In order to provide the short term standardised product the network user shall conclude a balancing service agreement with one of the TSO's of the common balancing zone.
- 10.6. After conclusion of the balancing service agreement the network user has the right to provide standardised product based on the conditions set out in the balancing service agreement.
- 10.7. TSO shall seek to buy natural gas when the total estimated quantity of natural gas planned to be injected by network users to the gas transmission system during the gas day is lower than the quantity of natural gas planned to be taken from the transmission system. TSO shall seek to sell natural gas when the total estimated quantity of natural gas planned to be injected by gas transmission system users to the gas transmission system during the gas day is higher than the quantity of natural gas planned to be taken from the transmission system, also taking into account the flexibility of the transmission systems.
- 10.8. Where the TSO fails to purchase or sell all the natural gas needed during trading session on the trading platform of the current day, this amount may be acquired through the use of balancing services.
- 10.9. In exceptional cases, the TSO shall be entitled to execute the transaction on the trading platform without complying with the terms of article 10.3 of the present procedure:
  - 10.9.1. Where there is no access to balancing services;
  - 10.9.2. It is necessary to ensure that the parameters of the transmission system are within standard operating limits and/or to ensure uninterrupted operation of the transmission system.

## 11. Invoicing and payments

- 11.1. By the tenth (10th) calendar day of each month, the TSO shall issue a monthly invoice to the network user and send it to the network user's electronic mail address specified in the balancing agreement.
- 11.2. The invoice shall include any payments to be made by the network user, as the case may be, to the TSO. The day of sending the invoice is deemed to be the day of receipt of the invoice.
- 11.3. If there is a distinct possibility that an invoice contains an obvious error, the recipient of an invoice shall have the right to partially or fully reject the invoice:
  - (a) Within three (3) business days from the receipt of the invoice, the recipient of the invoice shall notify in writing the party issuing the invoice, stating the reasons for its disagreement. In case of partial non-acceptance, the recipient of the invoice is obliged to pay the accepted share in accordance with the invoice;
  - (b) Within five (5) business days from the receipt of a corresponding notification, the party issuing the invoice shall review the invoice statement, inform the recipient of the invoice of the results of its review and, if the review concludes that the original invoice was incorrect, issue a corrected invoice.
- 11.4. All payments shall be made in Euros to the account indicated by party that has issued the invoice. The date of payment shall be the day when funds are transferred into the TSO's current account.
- 11.5. All payments of an invoice shall become due within ten (10) calendar days after the date of the invoice. If the due date falls on a non-business day, the due date shall be the next business day.
- 11.6. All payments are deemed to have been made on the date when the corresponding amounts have been credited to the bank account of the party that has issued the invoice. Irrespective of what is indicated in the payment order, any payments received shall be deemed to cover payments obligations in the following order: (1) interest on late payment, (2) outstanding payments for previous periods, (3) current payments.
- 11.7. In the event of late payment of all or part of an invoice, the TSO issuing the invoice is entitled to charge interest on any outstanding payments. All outstanding payments shall bear interest in the amount of 0.05% for each day of delay of the amount not timely paid. Interest on late payments shall be calculated once after the end of each month and shall be invoiced with the next monthly invoice.
- 11.8. The principles on the maximum amount of contractual penalties in the country where the TSO has its registered office shall apply.

## 12. Rights and obligations of the TSO

- 12.1. The TSO shall perform balancing calculations in a transparent and equal manner and enable the network user to access the VTP.
  - 12.1.1. TSO shall plan, manage, and settle balance, based on these standard terms and conditions and the balancing agreement;
  - 12.1.2. TSO shall maintain confidentiality of any information connected to the network user or related to the conclusion of the balancing agreement and its execution in case the publication of such information could damage the interests of the network user or the maintenance of which secrecy the network user has or may have an interest in for the duration of the balancing agreement and after the expiry of the balancing agreement;
  - 12.1.3. TSO has obligation to provide balancing and rights to receive payment as stipulated by these standard terms and conditions.
  - 12.1.4. The TSO shall be entitled to:
    - 12.1.5. to place restrictions on deliveries from market participants in the network user's balancing portfolio in cases prescribed by law;
    - 12.1.6. to change the information technology solutions for the exchange of information set out in the balancing agreement in a reasonable manner and to require that the network user be prepared to make said changes issued by the TSO by a reasonable deadline, giving the balance holder prior reasonable notice to such effect;

- 12.1.7. Acquire and process data of the network user and the applicant;
- 12.1.8. Request from the network user a collateral for the performance of its obligations;
- 12.1.9. Receive payments for the balancing provided in the amount and in accordance with the procedure set out in the standard terms and conditions.
- 12.2. In addition to the data, reports and information specifically mentioned in these standard terms and conditions, the TSO shall publish on its website, the ENTSOG Transparency platform and the Common IT Platform any other relevant information on balancing, which has to be published under applicable legislation and regulation.

### **13. Rights and obligations of the network user**

- 13.1. The network user shall at all times use reasonable endeavours to minimize its imbalance position in the common balancing zone and not to abuse the balancing system for its commercial interests or benefit. The network user shall be responsible for matching the natural gas input quantity with the natural gas off-take during the gas day. The network user shall take all necessary steps to prevent daily imbalance.
- 13.2. The network user has rights to receive information and obligation to submit information as stipulated by the standard terms and conditions.
- 13.3. The network user has rights to receive invoices of balancing and obligation to pay for balancing as stipulated by these standard terms and conditions.

### **14. Liability and compensation for damage**

- 14.1. The rights and obligations of the parties are laid down in the standard terms and conditions, the balancing agreement and the prevailing legal acts.
- 14.2. The parties are liable for appropriate performance of the requirements established for them in the standard terms and conditions and obligations undertaken within the scope of the balancing agreement. Liability of the parties may be limited or inapplicable only on the grounds established in the standard terms and conditions and legal acts of the country where TSO has its registered office.
- 14.3. The TSO shall be only liable for fulfilment of obligations provided for in legal acts, the standard terms and conditions and in the balancing agreement, in accordance with the procedure specified in the legal acts, the standard terms and conditions and the balancing agreement.
- 14.4. The parties shall be liable for the proper performance of the balancing agreement. Either party shall compensate losses, subject to limitations described in article 14.6, incurred by the other party if the guilty party improperly performs or does not perform the balancing agreement.
- 14.5. The party shall not be held liable for losses caused by the other party to any third parties. Neither party is liable for actions or inaction of third parties.
- 14.6. The party failing to perform in accordance with the balancing agreement and (or) the standard terms and conditions shall be liable to compensation only for direct loss and/or loss of direct nature caused to the other party, provided there is a causal link between the fault(s) and amounts in dispute.
- 14.7. Either party shall be released from liability from non-performance of the balancing agreement if able to prove that non-performance was due to force majeure circumstances i.e. circumstances the party could not control or reasonably anticipate at the time of execution of the balancing agreement, and could not prevent the occurrence of these circumstances or consequences thereof.
- 14.8. TSO shall not be liable for any damage caused by malfunctioning of Common IT Platform.

### **15. Modification of the standard terms and conditions, validity period and termination of the balancing agreement**

- 15.1. The balancing agreement may be amended upon the written consent of both parties or on another basis set out in the legislation.

- 15.2. The TSO shall have the right to amend the terms and conditions set out in the balancing agreement, to implement any amendments to the standard terms and conditions, which are coordinated with the relevant national regulatory authorities, provided that such amendments are also coordinated between both TSOs operating in the common balancing zone. The TSO shall notify network user in writing and post these amendments to the standard terms and conditions on its website no later than thirty (30) calendar days before the amendments become effective.
- 15.3. The TSO shall furthermore have the right to amend the standard terms and conditions and the balancing agreement in situations stipulated by law, with immediate effect where necessary to comply with applicable laws or regulations and/or legally binding orders made by national or international courts or authorities, including but not limited to administrative rulings and related notifications issued by the national regulatory authorities, provided that the amended form of the standard terms and conditions and (or) the balancing agreement does not violate any applicable legal acts in force. TSO shall notify network user of any amendments in writing without undue delay.
- 15.4. Any amendments of these standard terms and conditions shall be publicly consulted.
- 15.5. The revised standard terms and conditions shall be published by the TSO on its website.
- 15.6. At any given time, the TSO's existing standard terms and conditions are an integral part of the balancing agreement, which includes all existing and future annexes, parts, amendments and additions, regardless of their substitution in the balancing agreement.
- 15.7. Either party has the right to terminate the balancing agreement if the other party improperly performs or does not perform its obligations under the balancing agreement. In such case the party wishing to terminate the balancing agreement on such grounds shall at least thirty (30) calendar days before the termination of the balancing agreement inform the other party of its intention to terminate the balancing agreement in writing, specifying the reason of termination of the balancing agreement at least thirty (30) calendar days in advance and provided that the party wishing to terminate the balancing agreement has demanded in writing that the material breach be remedied and the other party has not remedied the material breach within ten (10) business days of receiving such demand. The balancing agreement shall be deemed terminated as of the day specified in the notice.
- 15.8. The network user may unilaterally terminate the balancing agreement with a written notice to the TSO at least thirty (30) days before terminating the balancing agreement, if the network user intends no longer to use the commercial balancing in the common balancing zone under the balancing agreement.
- 15.9. The party is entitled to terminate the balancing agreement without notice if the other party is declared bankrupt or becomes insolvent, suspends its payments or is subject to compulsory or voluntary liquidation.
- 15.10. Termination of the balancing agreement shall not relieve the parties from the performance of all obligations emerged during the validity period of the balancing agreement.

## 16. **Declarations of intent**

- 16.1. All notifications, consents, approvals and other declarations of intent related to the performance of the balancing agreement or disputes arising from the balancing agreement, as well as other notifications (hereinafter: declarations of intent) shall be submitted to the other party in written, reproducible form, except in those instances where these notifications are informational in nature where transmission to the other party does not incur legal consequences.
- 16.2. A declaration of intent shall be deemed to have been received if it is signed for by the other party, or the other party is informed in writing via e-mail to the email address noted in the balancing agreement or another e-mail communicated in writing to the other party, or forwarded via registered letter through a post office. All declarations of intent relating to performance of the balancing agreement which do not deviate from the terms of the balancing agreement shall be deemed valid and binding on the parties once they have been given to the persons named in the balancing agreement or to duly appointed and authorised persons.

## 17. Force majeure

- 17.1. TSO and network user shall not be held liable for a full or partial non-performance of the balancing agreement obligations if caused by force majeure circumstances. For the purposes of this section, force majeure circumstances shall be an obstacle that has occurred beyond the control of the TSO and network user, prevents it from performing its obligations under the balancing agreement, and cannot be eliminated by the TSO or network user. Primarily such circumstances are catastrophes, fire, earthquakes and other natural phenomena, warfare, economic sanctions, embargoes or any other circumstances which the TSO and network user could not foresee at the time of entering in the balancing agreement.
- 17.2. Individual obstacles to the performance of the balancing agreement obligations having occurred at the time when the defaulted TSO or network user delayed the performance of its balancing agreement obligations shall not be considered force majeure circumstances. For instance, lack of funds shall be an individual obstacle.
- 17.3. The TSO or network user invoking force majeure should strive to continue fulfilling their obligations as soon as may reasonably be required, provided that this is possible without incurring unreasonable charges.
- 17.4. If force majeure circumstances persist for more than thirty (30) calendar days, the TSO or network user shall enter into negotiations over a suitable solution for the performance of the balancing agreement obligations. In such case the termination of the balancing agreement shall only be possible by mutual agreement of the TSO and the network user.
- 17.5. The TSO and network user shall immediately, but not later than twenty four (24) hours, notify each other of force majeure circumstances. If the parties do not notify of force majeure circumstances, the TSO or network user may not invoke them as grounds of non-performance of the balancing agreement.
- 17.6. When the force majeure circumstances are no longer in place, the TSO and network user shall immediately resume the performance of the obligations which they performed up to the day of emergence of the force majeure circumstances, unless agreed otherwise by the TSO and network user.
- 17.7. The parties shall make all reasonable efforts to mitigate the effects of the force majeure event or circumstance and endeavour to ensure as soon as possible that normal performance of the balancing agreement is re-established.

## 18. Confidentiality

- 18.1. All data and information that relates to the network user shall be considered as commercially sensitive information in compliance with the applicable laws and regulations.
- 18.2. The parties shall treat and keep all information such as but not limited to information of business, legal, technical, financial nature obtained by one party from the other in any form, such as but not limited to in writing, orally, virtually or electronically, as confidential. The TSO and the network user shall be entitled to disclose any data, including confidential information, to law enforcement agencies and other governmental institutions where so required under applicable laws and regulations.
- 18.3. The TSO shall be entitled to provide information pertaining to the performance of the balancing agreement obligations to other system operators insofar as necessary for a proper compliance with the standard terms and conditions and the balancing agreement.
- 18.4. The confidentiality obligations under this section are binding upon the parties for the entire duration of the balancing agreement and shall survive after its termination or expiry. As the case may be, the confidentiality obligations under this section will cease to apply from the moment that the information enters into the public domain without breaching the present clause.

## 19. Applicable law and Dispute settlement

- 19.1. All disputes and disagreements (hereinafter in this section – a Dispute) arising in relation to the implementation and application of the standard terms and conditions shall be settled by means of mutual

negotiations in accordance with the standard terms and conditions and the applicable legal acts. In the event of a Dispute, the party invoking it shall submit to the other party a written notice containing a description of the Dispute, the suggested solution, and the persons authorised to hold negotiations related to the Dispute on behalf of the party.

- 19.2. The balancing agreement and the standard terms and conditions shall be governed by and construed and interpreted in accordance with national law of the place where TSO has its registered office.
- 19.3. In case a TSO and the network user are unable to resolve a Dispute through negotiations within thirty (30) business days from its emergence (unless the authorised representatives of the Parties have agreed upon a different deadline), in accordance with the procedure and cases described under the national law of the TSO the Dispute shall be referred to the relevant national regulatory authority for the out-of-court examination of the Dispute or directly to the court of the country where the TSO has its registered office.

## 20. Final provisions

- 20.1. The standard terms and conditions and the balancing agreement exist in the English language and the national languages of the countries that are part of the common balancing zone. The official language of business shall be national and English. In case of discrepancies or inconsistencies between different language versions of the balancing agreement, the English language version shall prevail.
- 20.2. Documents intended for national institutions shall be drawn in the national language or their translation into the national language complying with the requirements set forth in the applicable legal acts.
- 20.3. Procedures, document forms, and/or other requirements specified in the standard terms and conditions are published on the TSO's internet website.
- 20.4. The network user who has a valid agreement in relation to the balancing in the transmission system with the TSO in force on 31 December, 2019 and who want to use the commercial balancing in the common balancing zone shall be under the obligation to submit to the TSO the application and documents set out in section 3 of the standard terms and conditions.
- 20.5. The standard terms and conditions shall enter into force and become effective on 1<sup>st</sup> of January 2020.