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and doesn't replace concluding this contract in german language.

In case of divergent interpretations of the German and English texts,
the German text shall prevail.

Balancing contract for electricity

concerning the management of balancing groups

between

[...]

- Balance Responsible Party (BRP) -

and

[...]

- transmission system operator (TSO) -

- jointly referred to as the contracting parties -

1. Preamble

Based on the previous regulation on the model balancing group contract for electricity in accordance with the approval of the *Bundesnetzagentur* (Federal Network Agency) of 12 April 2019 (Ref. BK6-18-061), the *StromNZV* (German grid access regulation) and the requirements of the Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on system balancing in the electricity supply system, the German transmission system operators have consulted on adjustments to the model balancing group contract for electricity. This model balancing group contract for electricity was approved by the *Bundesnetzagentur* (Federal Network Agency) on 23.11.2023 (file ref. BK6-23-102).

2. Subject of the contract

- 2.1. This contract regulates the mutual rights and obligations of the contracting parties in connection with the use of the balancing groups.
- 2.2. Upon the conclusion of this contract, the TSO is obliged to establish, manage and invoice one or more balancing groups in its control area for the BRP. Every balancing group is managed under an Energy Identification Code (EIC) pursuant to Annex 1.
- 2.3. Based on this contract, the following energy supplies are possible using balancing groups:
 - a. Feed-in of electrical energy by the power plants/feed-in points assigned to a balancing group within the TSO's control area (physical feed-in)
 - b. Extraction of electrical energy by the customers/extraction points assigned to the balancing group within the TSO's control area (physical extraction)
 - c. Exchange of electrical energy using schedules
 - d. Transfer of electricity volumes remunerated under the EEG (German Renewable Energy Act) from the EEG balancing group of downstream operators of electricity supply grids to the EEG balancing group of the TSO by means of transfer time series.
 - e. Extraction of electrical energy by the customers/extraction points assigned to the balancing group within the TSO's control area (physical extraction)
 - f. Feed-in and extraction of electrical energy into and from the balancing group for the exclusive balancing of differential energy that arises in the system operator's standardised load profiles
 - g. Feed-in and extraction of delta quantities as well as additional time series pursuant to ruling BK6-07-002 (MaBiS) of the *Bundesnetzagentur* (Federal Network Agency), as amended, or the relevant successor regulations

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- h. Energy deliveries and purchases for the handling of redispatch processes by the system operator

3. Requirements for the use of balancing groups

- 3.1. The use of the grid must be agreed with the responsible operator of the electricity supply grids and the assignability of feed-in and extraction points to the balancing group by the relevant operator must be ensured. These agreements are not part of this contract.
- 3.2. In the event of energy transfers to other balancing groups, effective contractual relationships to establish these balancing groups between the TSO and the other BRP (for deliveries within the TSO's control area) and/or between the BRP and the relevant other TSO (for deliveries to/from other control areas) are required.

4. Rights, obligations and services of the TSO

- 4.1. The TSO bears the system responsibility, in accordance with the statutory regulations, for the transmission grid in its control area and, in this respect, is particularly responsible for the procurement and use of control energy within the scope of the legal and regulatory provisions.
- 4.2. The TSO is responsible for establishing the BRP's balancing group, administering the nominated schedules and settling the balancing groups pursuant to the legal and regulatory provisions and the terms and conditions specified in this contract. In accordance with this contract, the TSO processes the metered data provided by the grid operator and the meter point operators (MPO), compensates any balancing deviations in the BRP's balancing group and settles these with the BRP accordingly.

5. Rights and obligations of the BRP

- 5.1. The BRP is responsible for a balanced quarter hour power balance of the feed-ins and extractions in its assigned balancing group, for correct schedule management and for the financial compensation of any remaining balancing deviations.
- 5.2. The BRP is obliged to minimise balancing deviations by taking reasonable measures, in particular by taking appropriate care when drawing up the forecasts. The use of balancing energy to cover the load and to compensate an excessive feed-in to the balancing group is only permitted if this is used to balance unforeseeable deviations.
- 5.3. In the event of the unplanned breakdown of a power plant according Annex 4 the BRP is released from the obligations in the above paragraph for the period of four quarters of an hour, including the quarter in which the failure occurred, to the extent that the deviations that occurred in its balancing group were caused by the breakdown of the

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power plant. For the period after these four quarters of an hour have elapsed, the BRP is obliged to compensate for the lost power. The TSO can subsequently demand proof from the BRP that there was an unplanned power plant outage.

- 5.4. As part of the conclusion of the contract or, in the event of the establishment of new balancing groups for the relevant balancing groups or sub-balancing groups of this contract which are managed by nomination of schedules, the BRP is obliged to notify the TSO of the nature of the use of the balancing groups as well as the energy quantities and power values covered by these balancing groups pursuant to Annex 1.1 (Declared values).
- 5.5. As part of the management of the balancing groups, changes to the use of the balancing group and the declared values that exceed 20% but at least 10 MW in case of changes of the power values or 240 MWh/day or 2,000 MWh/week in case of quantity changes, of the originally reported values, must be reported to the TSO in writing a minimum of 5 working days (WD) in advance, pursuant to Section 23.2. Annex 1.1 must be updated accordingly.
- 5.6. Once the BRP has updated the values specified in Annex 1.1 in accordance with Section 5.5, the TSO shall immediately inform the BRP, in writing, by no later than the fifth working day after the receipt of the request, as to whether and the extent to which the provision of collateral or an increase in an existing collateral is necessary, or the requirement to provide collateral is waived as a result.
- 5.7. If, as a result of an increase in the values specified in Section 5.5, the TSO demands a collateral or an increase in collateral in accordance with Section 14, the increased declared values will only take effect as part of the execution of the contract upon receipt of the collateral.
- 5.8. The TSO may ask the BRP to check the plausibility, review and, if necessary, update the information in Annex 1.1 as needed, in writing. The request must be justified.
- 5.9. The BRP notifies the TSO of the name and address of the distributors and suppliers pursuant to Annex 6, which are assigned to its balancing group and authorises the TSO to disclose this data to authorised bodies. Amendments to Annex 6 must be communicated to the TSO prior to the entry into force of the amendment in line with section 23.2. The TSO may only disclose this data if it does not affect the data subject's privacy concerns.

6. Contacts

- 6.1. The contracting parties have to ensure that the contact partners specified in Annex 2 are available within the scope necessary to correctly perform their contractual obligations and are authorised to amend and receive schedules in the balancing groups in this contract as well as to receive time series for the balancing groups in this contract and provide associated responses.

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- 6.2. In the case of a day-ahead nomination of schedules by the BRP pursuant to Section 1.3. of Annex 3 of this contract, the BRP must ensure availability during usual day-ahead nomination of schedule times (however, at least until the BRP has been provided with a Day-Ahead Confirmation Report from the TSO for all registered time series for the following day) for every day for which a nomination of schedules exists for the BRP.

If and insofar as intraday nominations of schedules take place pursuant to Section 1.4 of Annex 3, the BRP must ensure availability until the receipt of the Intermediate Confirmation Report from the TSO.

The disadvantages of the non-compliant availability of the contracting parties shall be borne by the unavailable party.

- 6.3. In the event of changes to the contacts of a contracting party designated in accordance with Annex 2, the other contracting party must be notified immediately in accordance with Section 23.2.

7. Schedules

The BRP is entitled to nominate schedules to the TSO. The regulations in Annex 3 of this contract apply in this respect. In addition, the regulations under Section 8 must be taken into account.

8. Congestion management

- 8.1. Grid congestion may arise within the TSO's transmission grid or at the coupling points to neighbouring grids both within Germany and abroad. If a grid congestion that is not only short-term cannot be avoided by suitable measures in the transmission grid, the TSO will publish the grid congestion on the Internet.
- 8.2. The grid congestion is published at least 24 hours prior to the end of the nomination period for schedules pursuant to Section 1.3 of Annex 3 of this contract on the TSO's website specified in Annex 2 and must contain the following information:
- a. the total available capacity
 - b. the direction of transmission in which the congestion occurs
 - c. the forecast duration
 - d. Congestion management procedures

At the same time as the publication pursuant to sentence 1, the TSO must also inform the BRP of the publication using the e-mail address specified by the BRP in Annex 2.

If congestion is published by the TSO, the use of the transmission grid between the areas specified in the publication is only possible within the scope of the disclosed congestion management. Separate costs for the acquisition of transport capacity may arise as a result.

- 8.3. If a grid congestion occurs at such short notice that publication in accordance with Section 8.2 is no longer possible, this shall entitle the TSO to reject or reduce registered schedules to the affected balancing responsible parties on a non-discriminatory basis, in particular in compliance with the proper order of priority under the German Energy Act (*Energiewirtschaftsgesetz*) and the German Renewable Energy Act (*Erneuerbare-Energien-Gesetz*). The rejection or reduction of nominated schedules must subsequently be justified to the BRP in text form. Art. 16 (2) of EC Regulation 714/2009 remains unaffected.

9. Data provision for balancing group settlement

The contracting parties shall cooperate on the balancing group settlement in accordance with ruling BK6-07-002 (MaBiS) of the *Bundesnetzagentur* (Federal Network Agency), as amended, or the relevant successor regulations, the specifications drafted for further development across associations and under the supervision of the Federal Network Agency, as amended, as well as in compliance with the associated notifications published by the *Bundesnetzagentur* (Federal Network Agency).

10. Prices for balancing energy

The uniform balancing energy price across all control areas (reBAP) is calculated and published by the TSO in accordance with the statutory provisions and the associated decisions by the *Bundesnetzagentur* (Federal Network Agency), as amended.

11. Determination and settlement of balancing deviations

- 11.1. The TSO determines the balancing deviations of the balancing groups in this contract after the expiration of the month of supply pursuant to the provisions of ruling BK6-07-002 (MaBiS) of the *Bundesnetzagentur* (Federal Network Agency), as amended, or the relevant successor regulations. In the event of the use or assignment of sub-balancing groups, Section 13 also applies.

A balancing deviation exists if a difference exists between all extraction assigned to the balancing group, including extraction based on schedules in an quarter hour, when compared against all feed-ins assigned to the balancing group, including feed-ins based on schedules in the same quarter hour.

- 11.2. The TSO determines the balancing deviation every quarter hour, which is subsequently multiplied by the reBAP determined in accordance with Section 10. If the balancing group has received balancing energy in the quarter hour, this is considered to have been supplied by the TSO at the price determined in accordance with Section 10 and must be settled by the TSO accordingly. If the balancing group

has supplied balancing energy in the quarter hour, this is considered to have been purchased by the TSO at the price determined in accordance with Section 10 and must be settled by the TSO accordingly. Charges and remunerations are netted via the settlement month and the resulting balance is settled.

- 11.3. Balancing energy is settled monthly pursuant to ruling BK6-07-002 (MaBiS) of the *Bundesnetzagentur* (Federal Network Agency), as amended, or the relevant successor regulations and the deadlines specified therein. The minimum contents of the settlement document in relation to the balancing group settlement as well as the corrected balancing group settlement are defined in Annex 7.
- 11.4. If significant balancing group deviations arise as part of the balancing group settlement, which indicate a breach of duties by the BRP pursuant to Section 5, the TSO and BRP shall jointly seek to clarify how and to which extent the deviations were avoidable by the BRP.
- 11.5. The balance in accordance with Section 11.2 is determined for the relevant expired settlement month by the TSO and settled to the BRP. The claims are due on the date indicated by the TSO, at least two weeks after receipt by the BRP. In derogation of the above sentence, credit notes issued by the TSO are due at the latest two weeks after the credit note is issued to the BRP. The receipt of the funds in the contracting party's account is decisive for compliance with the deadline.

The amount excludes the statutory value added tax applicable at the time of delivery or at the performance date, which is indicated separately. If the BRP's registered office is outside Germany or other legal reasons prevent the specification of value added tax, there is no requirement to settlement the value added tax.
- 11.6. Objections against the settlement, which relate to the accuracy of the data transmitted to the TSO by the system operator or MPO, cannot be invoked against the settlement by the TSO. This is not the case if the TSO is responsible for the lack of accuracy of the settlement; in this case, any objections against the accuracy of settlement are only permissible within two months of the receipt of the settlement.
- 11.7. The TSO is entitled to reject payments by third parties in advance.
- 11.8. In the event of late payment, the contracting parties shall be entitled to charge interest on arrears in accordance with the statutory provisions, without prejudice to further claims after expiry of the payment period. If a contracting party is in default of payment, the other contracting party may charge the defaulting contracting party the costs incurred if it requests payment again or has the amount claimed by an authorised representative.
- 11.9. Claims raised by the contracting parties as a result of this contract can only be offset by undisputed or legally enforceable claims.
- 11.10. In all other respects, the rules of the applicable version of ruling BK6-07-002 (MaBiS) of the *Bundesnetzagentur* (Federal Network Agency) or the relevant successor regulations apply in addition to the additional documents specified in Section 9.

12. Rules for energy exchange transactions

If energy exchange transactions are executed via the balancing group, the following additional contractual regulations apply:

- a. In case of differences between a nominated schedule time series in accordance with this contract and the corresponding schedule time series of an energy exchange balancing group, the schedule nominated by the energy exchange takes precedence. Energy exchange balancing groups are balancing groups that are managed by energy exchanges or the associated settlement organisations for the exclusive execution of energy exchange transactions.
- b. The TSO publishes all energy exchange balancing groups which exchange priority applies on the internet.

13. Sub-balancing groups

- 13.1. All balancing deviations of a balancing group in this contract may be assigned to another balancing group in the TSO's control area. Similarly, all balancing deviations of one or more balancing groups in the TSO's control area may be assigned to the balancing groups in this contract. Assignment may take place monthly and may be concluded temporarily or indefinitely.

The assignment is agreed by the balance responsible parties of the affected balancing group pursuant to Annex 5 together with the TSO. The start or termination of an assignment is only possible on the 1st of a calendar month at 00:00 hours, subject to a notice period of 10 working days.

The provisions in Annex 5 apply for the definitions of settlement, main and sub-balancing group.

- 13.2. Termination of the assignment with effect for the future may be declared by any of the balancing responsible parties involved or, in justified cases, by the TSO to the other parties involved in accordance with Section 23.2.

In the event of the termination of a balancing contract, all directly associated assignments also end automatically, for the future, from the effective date of the termination. The BRP must immediately inform the balance responsible parties affected in accordance with 13.1 and 13.3 of the ordinary termination of its balancing contract in text form.

In the event of an extraordinary termination of a balancing contract, the TSO must immediately inform the balance responsible parties affected in accordance with 13.1 and 13.3 in text form. In the event of extraordinary termination of the balancing group contract of a balancing group to which a sub-balancing group is allocated, the TSO shall enable the balancing group contract to be terminated - if necessary in deviation from the notice period pursuant to Section 13.1. – möglichst kurzfristig die Zuordnung des Unterbilanzkreises zu einem anderen Bilanzkreis zum nächsten Monatsbeginn.

- 13.3. If balancing deviations of third-party balancing groups have been assigned to a balancing group, the balancing deviations of this balancing group may be assigned to another balancing group (chain assignments).
- The responsible party of the main balancing group accepts that additional sub-balancing groups may be assigned to the sub-balancing group.
- 13.4. At the request of the balance responsible party of the settlement balancing group, the TSO shall notify the balance responsible party of all balancing groups currently assigned to the settlement balancing group within 5 working days in text form.
- 13.5. The credit risk of the sub-balancing group is transferred to the balancing group to which the sub-balancing group is assigned. The potential utilisation of balancing energy by the sub-balancing group is also taken into account when determining the amount of any necessary collateral for the balancing group pursuant to Section 14.1. The sub-balancing group does not have to provide any collateral in this respect.
- 13.6. In all other respects, the rules relating to ruling BK6-07-002 (MaBiS) of the *Bundesnetzagentur* (Federal Network Agency), as amended, or the relevant successor regulations apply in addition to the additional documents specified in Section 9.

14. Collaterals

- 14.1. In justified cases, the TSO may demand adequate collateral from the BRP. The justification for the demand for collateral must be provided to the BRP in text form. The collateral must be provided within 10 working days of receipt of the demand. Subject to the conditions in sentence 1, the TSO may make the conclusion of a balancing contract and the establishment of a balancing group dependent on the provision of collateral. A justified case particularly exists, if
- a. the BRP defaults on the payment of significant amounts once within 12 calendar months and has not provided full payment within 7 calendar days after a written demand submitted after the occurrence of the default,
 - b. enforcement measures due to significant monetary claims (Sections 803 – 882a ZPO (German Code of Civil Procedure)) have been initiated against the BRP,
 - c. an application on the initiation of insolvency proceedings in relation to the BRP's assets exists and the provisional insolvency administrator demands fulfilment, or the insolvency administrator demands fulfilment in accordance with § 103 InsO (Federal Insolvency Code).
 - d. the BRP is not able to refute the TSO's concern, based on the available information, that it is not able to meet the obligations from this contract, within the deadline specified in sentence 3 by way of appropriate evidence of its solvency, such as a current annual report, extract from the commercial register and, if necessary, additional current solvency-related information. The information

available to the TSO or other information on which the justified concern is based must be disclosed to the BRP together with the demand to provide collateral

- 14.2. The collateral is considered adequate, if it, subject to the maximum values from Annex 1.1, does not exceed the sum of the energy supplies from the balancing group to grid connections (FC Cons) over a period of one week as well as the sum of the energy supplies from the balancing group as per the schedule (FP Export) for 48 hours, each multiplied by the average reBAP for the past 12 calendar months.

Deliveries between the balancing groups of the balance responsible party to which this contract relates as well as all deliveries within a sub-balancing group or chain assignment are not taken into account when determining the collateral.

- 14.3. In case of increases, the TSO is entitled to adapt the amount of the collateral, whereas the TSO is obliged to perform this adaptation in the event of reductions, if

- a. significant increases or reductions arise for the reBAP or
- b. the BRP amends its declared values pursuant to Section 5.5.

- 14.4. The collateral may be provided at the BRP's discretion in the form of a

- a. directly enforceable guarantees under German law of an EU financial institution, subject to the waiver of the defence of contestability, offsetability and the failure to pursue remedies,
- b. directly enforceable guarantee in accordance with German law from an insurance company with sufficient creditworthiness, waiving the defences of contestability, offsetability and the failure to pursue remedies,
- c. directly enforceable guarantee under German law of a company with an adequate credit rating, subject to the waiver of the defence of contestability, offsetability and the failure to pursue remedies, however to a maximum of 10 percent of the guarantor's liable equity,

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If the BRP proves that it is not able to provide collateral in accordance with the aforementioned sections, the TSO must alternatively accept a collateral that bears interest at the base rate by way of a transfer. Cash collateral cannot be accepted. Mutually, subject to the conditions of Section 2, the TSO may also agree another form of collateral with the BRP.

- 14.5. At the request of the BRP, the TSO must review the continued existence of a justified case after one year and subsequently every six months. The collateral must be returned immediately, if the conditions based on which the collateral was provided no longer apply. If the TSO believes that a justified case in accordance with Section 14.1 remains in place after performing a review, the BRP must automatically be informed of the associated reasons as well as the conditions to be satisfied by the BRP for the return of the collateral. The assertion of further damages caused as a result of default remains unaffected.

- 14.6. The TSO may utilise collateral that has been provided, if it has submitted a payment reminder following the occurrence of default and the appropriate deadline set with the payment reminder of at least 10 working days has lapsed without success.
- 14.7. The TSO must inform the BRP in text form of the utilisation of part or all of the collateral. The BRP is obliged to top-up the collateral to the original amount immediately after the receipt of this notification.

15. Disruptions and suspensions

- 15.1. The TSO may intervene in energy deliveries and the grid operation at any time,
- if an immediate risk to the safety of persons or systems needs to be avoided,
 - to prevent disruptive impacts on the TSO's or third-party facilities or rule out any risk to the stable grid operation by the uncoordinated utilisation of the TSO's transmission grid,
 - if the security or reliability of the electricity supply system is at risk pursuant to Section 13 EnWG (German Energy Industry Act),
 - if this is necessary to eliminate faults, for maintenance work or other operational purposes based on an appropriate consideration of the concerns of the operators and grid users.

An intervention in accordance with the aforementioned sections without first informing the BRP and without complying with an adequate lead period can only be considered if an imminent danger exists. In this case, the BRP must immediately be informed afterwards in text form.

- 15.2. If one or both contracting parties are entirely or partially prevented from fulfilling the obligations in accordance with this contract due to force majeure (such as natural catastrophes, war or civil unrest) within the meaning of an external event, unrelated to the operation, which cannot be averted even when applying all due care and diligence, these obligations shall be suspended within the appropriate scope until the disrupting cause and its consequences can be eliminated. Section 13 (5) EnWG remains unaffected.

The contracting parties shall immediately inform one another in such cases. The contracting parties shall employ all technically and economically reasonable measures, in their areas of responsibility, to ensure that the conditions to execute this contract are immediately restored. The contracting parties shall immediately inform one another of disruptions and restrictions to the grid operation.

16. Liability

The contracting parties are only mutually liable for damages caused as a result of intent and gross negligence as well as for damages caused as a result of slight

negligence, whereby, in case of slight negligence, liability is essentially limited to the breach of material contractual obligations and to the amount of the foreseeable damages typical for the contract. The aforementioned exclusions and restrictions of liability do not apply for damages caused by death, physical injury or damage to health. The limitation of liability also applies accordingly for employees and representatives of the contracting parties. Section 13 (5) EnWG remains unaffected.

17. Data protection

- 17.1. The data arising in connection with this contract shall be processed and, if necessary, saved, in compliance with the data protection provisions by both parties. The BRP consents to a data exchange between the TSO and any other affected balance responsible parties, system operators and MPOs to the extent that this data exchange is necessary to ensure the proper implementation of this contract.
- 17.2. The contracting parties shall, in particular in compliance with Section 6a EnWG (German Energy Industry Act), treat the data obtained within the scope of this contractual relationship as confidential, even after the end of the contract, and shall not disclose this data to third parties, in consideration of the following regulations.
- 17.3. The BRP declares its consent to the disclosure of the management of its balancing group in the TSO's control area, especially the name and address of the BRP, EIC and term of balancing group management, on the Internet. Furthermore, it declares its consent to the disclosure of the name and address of all distributors and suppliers, which are assigned to the relevant balancing group pursuant to Annex 6, to authorised bodies. The TSO is authorised to transmit information relating to this balancing contract to authorities, courts and other public bodies if it receives a justified request.
- 17.4. The relevant regulations in accordance with the current General Data Protection Regulation (GDPR) apply for the exercise of rights, especially the right of access, the right of completeness, the right of deletion, the right of cancellation as well as the right to object in relation to personal data that is collected as part of this contract.

18. Term of the contract and termination

- 18.1. The balancing contract enters into force on , however no earlier than 10 working days after signing and remains in force indefinitely. It may be terminated by the BRP at the end of a calendar month with a notice period of 3 months. The same notice period applies for the closure of individual balancing groups from this contract. The right to extraordinary termination pursuant to Section 20 remains unaffected.
- 18.2. Previous balancing contracts between the BRP and the TSO become invalid upon the entry into force of this contract.
- 18.3. If a balancing group specified in this contract does not have any energy-related turnover for longer than 3 months, the balancing group may be closed at the end of a calendar month by either contracting party after prior announcement, in compliance

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with a notice period of one month. Balancing groups that must be maintained based on existing legal obligations or decisions of the *Bundesnetzagentur* (Federal Network Agency) are exempt from closure. The BRP may object to the closure of the balancing group due to important reasons with a notice period of 10 working days prior to the enforcement of the closure.

- 18.4. The closure of the last balancing group also leads to the termination of the entire contract.

19. Modification of the contract

This contract is based on economic, legal and competition conditions prevailing at the time of its conclusion. If these conditions change significantly as a result of legal provisions, official measures or regulations between the electricity industry associations at a national or international level during the term of the contract, this contract can only be amended after the model balancing contract for electricity has been redefined or approved by the Bundesnetzagentur (BNetzA, *Federal Network Agency*). The provisions of EU Regulation 2017/2195 must be taken into account for the adjustments to the contract.

20. Warning and extraordinary termination of the balancing contract

20.1. Warning

In the event of a breach by the BRP against material obligations resulting from this contract, the TSO is entitled to issue a warning to the BRP. The warning must be submitted in writing. A multiple identical breach of duty is considered a single breach of duty until a warning is issued.

20.2. Extraordinary termination after a warning

An extraordinary termination of this contract by the TSO is permitted after a breach of duty by the BRP that entitles the TSO to issue a warning in accordance with Section 20.1, if two warnings in accordance with Section 20.1 have already been issued to the BRP in the 12 months prior to this breach of duty. The 12-month period starts with the month in which the first warning was issued.

The notice of termination amounts to at least 7 calendar days. Termination will be executed in writing.

20.3. Extraordinary termination in the event of a serious incident

An extraordinary termination of this contract by the TSO is also permitted if important reasons exist, which makes the continuation of the contract unreasonable for the TSO. Important reasons particularly exists

- a. if, following the conclusion of the contract, it becomes apparent that the claim for consideration is at risk due to a lack of performance by the BRP and the fulfilment of the contractual obligations in relation to the TSO is threatened, if the collection of collateral is not possible or reasonable. Such a risk exists in particular in the case of payment arrears of more than one balancing group settlement if the arrears have not been paid in full three weeks after the threat of termination despite a reminder and threat of termination to the BRP. The threat of cancellation may be combined with the reminder. In the event of such a risk, the prioritisation of a collateral is not reasonable in any case.
- b. in case of significant excess supply or shortfalls for a balancing group in this contract within the scope of the schedule nomination over at least 24 consecutive hours.
- c. if the BRP's nomination of schedules (including FC-PROD, FC-CONS) already shows a risk to system security or a high risk of default.
- d. if the BRP does not meet its obligation to provide, increase or replenish collateral within the deadline set by the TSO pursuant to Section 14. The same applies, if the TSO's accrued claims exceed the substantiated collateral from this contract.

In the cases specified in Section 20.3 lit. b and c, the TSO shall only exercise its right to extraordinary termination if the nomination of schedules has not been corrected after a formal request by the BRP and a reasonable period of time or if the BRP cannot be contacted contrary to Section 6.1. The correction period amounts to at least 1 hour following a formal request to the BRP in text form.

Termination may occur without notice and is required in writing.

20.4. In case of extraordinary termination pursuant to Section 20.2 and 20.3, adequate consideration must be given to the legitimate interests of the BRP.

In the event of an extraordinary termination pursuant to Section 20.2 and 20.3, the TSO must immediately inform all BRPs, the affected system operators and the affected energy exchanges in its control area and the other affected TSOs of the termination in text form.

20.5. In the event of an authorised extraordinary termination effected by the TSO pursuant to Section 20.2 and 20.3, the BRP shall indemnify the TSO from possible third-party claims.

20.6. Statutory rights of termination, especially in accordance with the German Renewable Energy Act remain unaffected.

21. Severability clause

- 21.1. If individual provisions of this contract are or become invalid, this shall not affect the validity of the remaining provisions. Instead, the contracting parties shall replace the invalid provisions with other provisions with an economic, legal and technical result that comes closest to that of the original provisions.
- 21.2. If the contract contains gaps that need to be filled, for which the contracting parties would have provided a mutually agreeable provision if they had been aware of the gap when concluding the contract, the contracting parties shall supplement the contract accordingly, whereby adequate consideration must be paid to the economic interests of both parties.

22. Legal succession

- 22.1. The rights and obligations from this contract can be transferred to a third party with the consent of the other contracting party. Consent may not be refused, if the third party guarantees that it can satisfy the obligations from the contract.
- 22.2. By way of exception, consent is not required in the event of the transfer of rights and obligations to a company affiliated with the relevant contracting party within the meaning of Sections 15 et seq. AktG (German Stock Corporation Act). In the event of universal succession, especially based on the German Transformation Act, the statutory provisions shall apply in place of those stipulated above.

23. Final provisions

- 23.1. This contract shall be concluded in writing (excluding transmission by telecommunication in accordance with Section 127 (2)). BGB) or in electronic form; sentence 4 shall not apply to the conclusion of the contract. No verbal ancillary agreements have been concluded. Amendments or supplementary agreements to this contract, amendments to annexes to this contract and the cancellation of this contract shall be made exclusively in writing or in electronic form. Unless otherwise agreed, the transmission of the signed declaration by fax, e-mail or other electronic transmission shall be deemed equivalent to the written form or electronic form within the meaning of this contract. The written form requirement also applies for any amendment of this clause as well as for an agreement by the contracting parties to waive the written form requirement.
- 23.2. Amendments to the annexes of this contract may be made in writing, electronically or via a web portal, provided that such a portal is made available by the TSO. The BRP can register in the web portal provided by the TSO. The further requirements are regulated in the terms of use. If the BRP has registered, the web portal is to be used primarily for the transmission of amended annexes to the balancing contract. The

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amended annexes may also be submitted in writing in accordance with Section 23.1 of this contract.

- 23.3. The law of the Federal Republic of Germany shall apply to the exclusion of all others. The place of jurisdiction is the TSO's registered office.
- 23.4. Besides the regulations stipulated in this contract, the national and European statutory and regulatory requirements also apply, unless otherwise regulated in this contract.
- 23.5. In addition to the regulations stipulated in this contract, the grid and system rules of the German transmission system operators (TransmissionCode), as amended, which reflect the state of the art, apply unless these infringe upon higher-ranking principles of law or otherwise regulated in this contract.
- 23.6. The rights and obligations resulting from the German Renewable Energy Act remain unaffected by this contract.
- 23.7. The contracting parties are entitled to commission third parties to perform individual tasks from this contract.
- 23.8. Working days within the sense of this contract are Monday to Friday, not including public holidays, which are identified as public holidays by at least one federal state. Christmas Eve (24/12) and New Year's Eve (31/12) are public holidays.

24. Constituent parts of the contract

The constituent parts of this contract are

- a. Annex 1: List of balancing groups with Energy Identification Code (EIC)
- b. Annex 1.1: Declaration of energy quantities and powers for balancing groups administered according to the schedule
- c. Annex 2: TSO and BRP contact data
- d. Anlage 3: Regulations on schedule management and the schedule format
- e. Annex 4: Definition of a power plant breakdown
- f. Annex 5: Sub-balancing groups and chain assignment
- g. Annex 6: Assignment of distributors and suppliers to the balancing group
- h. Annex 7: Minimum contents of the balancing group settlement document (invoice/credit note)
- i. Annex 8: Nomination of higher power values for unbalanced intraday nominations of schedules

Place	Date	Place	Date
Signature BRP	Signature TSO		

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Annex 1 - List of balancing groups with Energy Identification Code (EIC)

The balancing contract applies for the balancing groups with the following ENTSO-E Energy Identification Code (X-EIC, Y-EIC)*:

Balancing group EIC	Balancing group establishment on	Balancing group closure on	International schedule processing* Marking with "X"

The BRP is responsible for administering the EIC codes for the competent EIC issuing entities.

*Balancing groups without the "international schedule processing" attribute cannot be used for cross-border nominations of schedules.

Place	Date
Signature BRP	Signature TSO

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Anlage 1.1 - Deklaration von Energiemengen und Leistungen für per Fahrplan bewirtschaftete Bilanzkreise

Balancing group EIC	FC-Prod <i>Max. power MW</i>	FC-Cons <i>Max. energy MWh/week</i>	FP-Export* <i>Max. power MW</i>	FP-Export* (optional) <i>Max. energy MWh/day</i>

The aforementioned energy quantities and power values are maximum values for the relevant balancing group.

The notification of changes to the declared values is possible with a lead time of at least 5 working days in accordance with section 23.2. The declared values for balancing groups without schedule management must be taken into account in the relevant balancing group in which the relevant schedule management takes place.

The declared values are valid from:

Responsible for accuracy:

.....

Place

Date

.....

Signature BRP

Note:

* If the energy quantity is not declared in MWh/day for the FP-Export, it will be determined from the declared max. power multiplied by 24h.

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Annex 2 - TSO and BRP contact data

1. TSO contact data

The following TSO contact data are valid from:

General information on the TSO		
Name		
Street, no.		
Postal code/place		
Country		
Company headquarters		
Commercial registry entry (District court/no.)		
Internet		
Tax reg. no.		
VAT ID no.		
Market partner ID Balance Coordinator (BIKO) (GLN or BDEW code number) (relevant for EDIFACT communication)		
Market Partner ID TSO (GLN or BDEW code number) (relevant for scheduling communication)		
Market master data registration number		

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TSO contacts			
Contract management and general questions			
Contact person		Phone	
		Fax	
		E-mail	
		Mobile	

Schedule management			
E-mail scheduling data exchange: Only emergency communication after the end of the changeover phase to AS4	mustermann1@ÜNB1.de		
AS4 Scheduling data exchange Valid from the start of the changeover phase	AS4 Communication in accordance with the applicable version of the "Rules for secure exchange in the schedule process" (<i>Regelung zum sicheren Austausch im Fahrplanprozess</i>)		
Certificates for scheduling data exchange	Contact person; Availability times	Phone Fax E-mail	
E-mail to exchange certificates for scheduling data exchange		E-mail	
Day-ahead planning (Day-ahead process)	Contact person; Availability times	Phone Fax E-mail	
Operational management (Intraday process)	Contact person; Availability times	Phone Fax E-mail	
Daily settlement (subsequent nomination of schedules)	Contact person; Availability times	Phone Fax E-mail	
General technical questions	Contact person; Availability times	Phone Fax	

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		E-mail	
Balancing group settlement			
E-mail Edifact data exchange Valid until the end of the changeover phase to AS4	mustermann2@ÜNB2.de		
AS4 Edifact data exchange Valid from the start of the changeover phase	AS4 communication in accordance with Section 9 / of the applicable version of the "Regulations on the transmission path for AS4" of the BDEW		
Questions on Edifact data exchange	Contact person	Phone Fax E-mail	
E-mail for the exchange of certificates for Edifact data exchange		E-mail	
Energy quantities	Contact person	Phone Fax E-mail	
Invoices	Contact person	Phone Fax E-mail	

Bank details			
SWIFT / BIC		IBAN	
Account holder		Name of the bank	

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2. BRP contact data

The following BRP contact data are valid from:

General information on the BRP		Different contact address if applicable	
Name		Name	
Street, no.		Street, no.	
Postal code/place		Postal code/place	
Country		Country	
Company headquarters			
Commercial registry entry (District court/no.)			
Internet			
Tax reg. no.			
VAT ID no.			
Market partner ID BRP (GLN or BDEW code number)			
Market master data registration number			

BRP contacts			
Contract management and general questions			
Contact person		Phone	
		Fax	
		E-mail	

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		Mobile	
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Schedule management			
E-mail scheduling data exchange: Only emergency communication after the end of the changeover phase to AS4		mustermann@bkv.de	
AS4 Scheduling data exchange Valid from the start of the changeover phase		AS4 Communication in accordance with the applicable version of the "Rules for secure exchange in the schedule process" (<i>Regelung zum sicheren Austausch im Fahrplanprozess</i>)	
Certificates for scheduling data exchange	Contact person; Availability times	Phone Fax E-mail	
E-mail to exchange certificates for scheduling data exchange		E-mail	
Day-ahead planning (Day-ahead process)	Contact person; Availability times	Phone Fax E-mail	
Operational management (Intraday process)	Contact person; Availability times	Phone Fax E-mail Mobile	where applicable, only 24-hour emergency number if there is no normal continuous availability
Daily settlement (subsequent nomination of schedules)	Contact person; Availability times	Phone Fax E-mail	
General technical questions	Contact person; Availability times	Phone Fax E-mail	

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Balancing group settlement			
E-mail Edifact data exchange Valid until the end of the changeover phase to AS4		muster@bkv.de	
AS4 Edifact data exchange Valid from the start of the changeover phase		AS4 communication in accordance with Section 9 / of the applicable version of the "Regulations on the transmission path for AS4" of the BDEW	
Questions on Edifact data exchange	Contact person	Phone Fax E-mail	
E-mail for the exchange of certificates for Edifact data exchange		E-mail	
Energy quantities	Contact person	Phone Fax E-mail	
Invoices	Contact person	Phone Fax E-mail	

Bank details			
SWIFT / BIC		IBAN	
Account holder		Name of the bank	

Invoice address	
Company	
Company addition	
Street, no.	

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Postal code/place		
Country		
E-mail		

Responsible for accuracy:

.....

Place

Date

.....

Signature BRP

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Annex 3 - Regulations on schedule management and the schedule format

Definition

Schedule time series	The schedule time series is either a transaction time series indicating how much electrical power is exchanged between two balancing groups on a calendar day in each time unit (1/4-h), or a forecast time series indicating how much electrical power is fed in or withdrawn from the feed-in or extraction points assigned to the balancing group on a calendar day in each time unit (1/4-h).
----------------------	--

1. Schedules

- 1.1. The BRP is entitled to nominate a schedule to the TSO from and to every other approved balancing group within the TSO's control area as well as from and to the BRP's balancing group of the same name in other German control areas to or from the balancing group in this contract. All regulations on managing the schedules apply for all balancing groups administered via a schedule, irrespective of whether they are administered as a settlement, main or sub-balancing group. The balancing groups managed via a schedule are declared in Annex 1.1 by the BRP. The BRP promptly coordinates its schedules in relation to other affected balancing groups with the TSO before nominating the schedule with the TSO.

The created schedule must be complete and have a balanced quarter hour power balance for the balancing group. Temporarily unbalanced intraday nominations of schedules pursuant to Section 1.4, paragraph 3 of this annex are excluded from the above mentioned duty. The schedules must be nominated in the format defined in Section 2 of this annex. Schedules may be transmitted a maximum of one month in advance. A separate schedule file must be transmitted for every day.

The BRP is entitled to nominate a schedule to the TSO from and to an international grid operator, with which the relevant TSO offers schedule processing, to or from the balancing groups in this contract to be used for international purposes as agreed in Annex 1. The relevant provisions that apply on both sides of the national borders for the nomination, amendment and processing of schedules must be taken into account. The regulations for congestion under Section 8 of this contract must also be taken into account.

- 1.2. The TSO uses the formal correctly transmitted schedules of the BRP pursuant to Sections 1.3 to 1.5 of this Annex in the BRP's balancing group. The TSO shall inform the parties concerned by means of the corresponding response in accordance with Section 3 of this Annex if differences in content are identified between two corresponding schedule time series. This also applies if the corresponding schedule time series is initially missing.

If the discrepancies are not clarified by the affected parties before the relevant deadline for the nomination of schedules or a later deadline set by the TSO, the TSO shall apply the relevant matching rule pursuant to Section 1.7 of this annex.

Response in accordance with Section 3 of this Annex shall only be sent to the communication address(es) specified by the BRP in Annex 2.

The TSO reviews the operational feasibility of the nominated schedules in their entirety, especially their impact on grid security. Section 8.3 of this contract applies if the review identifies temporary congestion.

1.3. Day-ahead nomination of schedules

The following applies in addition to Sections 1.1 and 1.2 of this annex:

The schedules must be submitted by the BRP to the TSO by 14:30 CET on the previous day, unless different provisions apply to schedules to and from foreign TSOs. The schedules may be updated until 14:30 CET on the preceding day.

The TSO is entitled to reject schedules, which exceed double the maximum values declared in Annex 1.1 in several hours and lead to a significant imbalance in the relevant balancing group during this period within the scope of nominations of schedules. The BRP is notified of the rejection in the Acknowledgement Report (ACK) for the relevant schedule, with reference to the exceeding.

1.4. Intraday nominations of schedules

The following applies in addition to Sections 1.1 and 1.2 of this annex:

Schedule time series within the TSO's control area and cross-control area schedule time series between German control areas may be altered for each quarter hour of a day with at least a fifteen-minute lead-time.

Schedule changes for the following day are merely received by the TSO between 14:30 CET and 16:00 CET. on the preceding day and their receipt is confirmed. The schedules are only processed and coordinated from the start of the intraday phase for the following day at 16:00 C.E.T. on the preceding day.

Intraday nomination of schedules may temporarily be unbalanced based on the following criteria:

- a. In the period of more than 2 hours until the time of delivery: Up to 10% of the max. FP-Export (MW) of the balancing group declared in Annex 1.1.
- b. In the period of 2 hours to 15 minutes prior to the time of delivery: Up to 10% of the max. FP-Export (MW) of the balancing group declared in Annex 1.1, but to a max. of 50 MW.
- c. In justified cases, the BRP may also register higher values with the TSO using Annex 8 of this contract. The TSO shall provide reasons for any rejection or cancellation in writing.

The imbalance must be balanced no later than fifteen minutes prior to the start of delivery by a corresponding nomination of schedules that is complete and shows a balanced quarter hour power balance for the balancing group.

The TSO has the right to reject changes to cross-control area schedule time series if the application of the changed schedule time series would result in a congestion. The TSO must subsequently provide reasons for a rejection in writing.

1.5. Subsequent schedule changes:

The following applies in addition to Sections 1.1 and 1.2 of this annex:

Subsequent changes to the timetable are only possible for schedule time series within the control zone up to 16:00 CET on the calendar day following the day of fulfilment of the schedule. If the following calendar day is not a working day, subsequent nominations of schedules are possible until 16:00 CET of the following working day, however until no later than 16:00 CET of the third calendar day after the delivery date.

1.6. Urgent call:

In certain individual cases, in order to clarify a suspected misuse of the nomination of schedules by the BRP or another balance responsible party, the TSO may request (until 16:00 C.E.T. on a calendar day) the final subsequent nomination of schedules for a calendar day and any preceding days, for which the deadline for final nomination of schedules has not yet expired, by 10:00 C.E.T. the next calendar day. Specific reasons must be provided for the request and communicated to the BRP by email. The TSO shall send this information at least to the "Contract Management Contact" and "Operational Management Schedule Management Contact" named in Annex 2 of this contract.

The schedules transmitted to the TSO in this respect are final and used for settlement. If the BRP does not transmit the schedule on time, the last schedule transmitted by the BRP shall be used for further processing.

The failure or late/incomplete transmission of the schedules requested by the TSO always represents a breach of the material obligations from the balancing contract.

To ensure the operational and procedural availability and executability of the urgent call, the TSO is entitled to issue an associated test request up to two times in a calendar year without any suspicion of misuse. These test requests must be identified by the TSO together with the request and must be completely satisfied by the BRP.

1.7. Inconsistencies between registered schedule time series:

If inconsistencies between the schedules nominated for two balancing groups are not clarified by the affected balance responsible parties before the relevant nomination deadline or a later deadline set by the TSO, the TSO shall apply the following matching rules for schedules within the TSO's control area and between the German control areas.

Day-ahead nominations of schedules: In case of differences between two corresponding schedules in the same direction, the smaller value is used for the relevant quarter hour (minimum rule). This also applies if one of the corresponding values is zero. If a corresponding schedule with the same direction does not exist for a schedule, the missing schedule shall be interpreted as a zero time series for the application of the minimum rule.

Intraday and subsequent nominations of schedules:

If there are finally corresponding schedule time series with differences, these are not taken into account and the last valid and matching schedule time series version continues to apply (Last Confirmed). This also applies if the corresponding schedule time series contains zeros or is missing.

The following exceptions exist for the aforementioned regulations:

- a. Schedules from and to the TSO's EEG and system service balancing groups, where the TSO's schedule takes precedence in case of differences,
- b. Schedule time series from and to energy exchange balancing groups, where the energy exchange's schedule time series takes precedence in case of differences.

The regulations pursuant to Section 12 of this contract remain unaffected.

1.8. Communication between TSO and BRP

The TSO accepts the schedules by e-mail in accordance with the applicable process description "Rules for secure exchange in the schedule process". The transmission route approved by the *Bundesnetzagentur* (Federal Network Agency) and valid in this document shall apply. The procedure for adapting and publishing these regulations is described in Section 2 of this Annex.

1.9. Disruptions in communication

The contracting parties shall immediately inform one another in case of disruptions to the scheduling and transmission systems on the side of the BRP or the schedule receiving and processing systems on the side of the TSO, and coordinate possible specific solution based on the situation.

1.10. The BRP shall open its balancing groups pursuant to Annex 1 of this contract within the scope of the statutory and regulatory provisions for schedule transactions that serve the provision of ancillary services such as secondary control power or minute reserve.

2. Schedule format and schedule processing

- 2.1. The ENTSO–E Scheduling System must be used for nominations of schedules pursuant to the regulations of the balancing contract. The associated implementation for the German market is defined in the applicable “Nomination of schedules in Germany” process description released by the BNetzA and published on the TSO’s homepage.
- 2.2. In case of contradictions between the balancing contract and the “Nomination of schedules in Germany” or “Rules for secure exchange in the schedule process” process descriptions, the balancing contract applies.
- 2.3. Changes to the process descriptions “Nomination of schedules in Germany” and “Rules for secure exchange in the schedule process” take effect if they were previously the object of a consultation supervised by the *Bundesnetzagentur* (Federal Network Agency) and were subsequently published by the Bundesnetzagentur.
- 2.4. The changes are implemented as standard by all TSOs in Germany. They may enter into force on 01/04 or 01/10 each year and must be communicated to the BRP at least 6 months prior to their entry into force.

3. Significant responses from the TSO to the BRP:

The BRP must assess the content of the responses from the TSO. In particular, the receipt of an Acknowledgement Report does not indicate whether the submitted schedule has or has not been accepted by the TSO.

- a. Acknowledgement Report: The Acknowledgement Report (ACK) is the TSO’s acknowledgement of receipt of a schedule, i.e. the BRP can only assume that the schedule has been received by the TSO and formally reviewed once the ACK has been received. The result of this review can be found in the ACK.
- b. Anomaly Report: Information on discrepancies across all schedule time series within a schedule in relation to the respective existing counter messages (lack of congruence) or in relation to missing counter messages.
- c. Intermediate Confirmation Report: Information on all valid and counter-confirmed schedule time series within a schedule, which form the basis for operational management at the respective time.
- d. Day-Ahead Confirmation Report: The confirmation of all schedule time series within a schedule after completion of the day-ahead process.
- e. Final Confirmation Report: The confirmation of all schedule time series within a schedule that are used for balancing group settlement. This is sent by 12:00 CET of the calendar day after the nomination deadline for subsequent schedule changes.

4. BRP request options from the TSO:

Status Request: On request (by means of a status request), the BRP receives the current status of its schedule time series within a schedule for its balancing group, which are available to the TSO.

5. Forecast time series

- 5.1. If physical feed-ins or extractions are assigned to the balancing group, the BRP shall additionally carry out the nomination of schedules with the following forecast time series. For a sub-balancing group that is not managed by a schedule, the forecast time series are taken into account in the balancing group used for schedule management. The BRP is obliged to notify changes in the forecasts by registering a changed consumption time series (FC-CONS), production time series (FC-PROD) or redispatch time series (FC-RD) as part of schedule management in accordance with Section 1 of this Annex. The TSO reserves the right to check the plausibility of the nominated forecast time series.
- 5.2. **Production time series** (FC-PROD) provide the forecast for the entire physical feed-in by a balancing group for every quarter hour. These production time series are used for system planning by the TSO and to check the balancing group balance for the BRP and are not relevant for settlement. If the max. power reported in accordance with Annex 1.1 is exceeded, the BRP shall clearly explain its production time series (FC-PROD) at the request of the TSO.
- 5.3. **Consumption time series** (FC-CONS) provide the forecast for the entire physical consumption of a balancing group for every quarter hour. These consumption time series are used for system planning by the TSO and to check the balancing group balance for the BRP and are not relevant for settlement. If the quantities reported in accordance with Annex 1.1 are exceeded, the BRP shall clearly explain its consumption time series at the request of the TSO.
- 5.4. Redispatch time series (FC-RD) Details of the redispatch time series are governed by the form "Deklaration eines Bilanzkreises zur Abwicklung von Redispatch-Prozessen durch den Netzbetreiber (NB)" (*Declaration of a balancing group for the handling of redispatch processes by the system operator (SO)*).
- 5.5. The balance of the schedules relevant for settlement and the forecast time series in a schedule must always equal zero for every quarter hour. Furthermore, it is not permitted to balance different forecast time series with each other.

6. Test schedules

The TSO may oblige the BRP to submit test schedules as part of the conclusion of the contract or as proof of proper schedule management in accordance with Section

5.1 after schedule errors or in the event of a lack of schedule management of a balancing group declared in Annex 1.1 of this contract. The TSO can make corresponding specifications for this.

Informational translation

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Annex 4 - Definition of a “power plant breakdown”

1. Definition of a power plant breakdown

- 1.1. A stochastic, technical event that completely or partly interrupts or no longer permits a feed-in.
- 1.2. Feed-ins are all power plant feed-ins including deliveries or withdrawals via HVDC connections assigned to the balancing group and from pumped storage.
- 1.3. The “lost power” is the difference between the planned or actual power feed-in into the grid before the stochastic, technical event and the actual power feed-in as a consequence of the stochastic, technical event.

2. Examples

- 2.1. Total breakdown of a power plant
- 2.2. Total breakdown of a power plant, e.g. due to the failure of a non-redundant subsystem
- 2.3. Total or partial unsuccessful start of power plants
- 2.4. Failure of a HVDC connection assigned to the balancing group as well as the failure of other coupling points to neighbouring grids in Germany and abroad, if this affects feed-ins to the balancing groups
- 2.5. Failure of a pumped storage power plant

Note: A lack of primary energy or cooling water is generally not considered a stochastic, technical event.

Annex 5 - Sub-balancing groups and chain assignment

Sub-balancing group: Balancing group that assigns its deviations to a main balancing group.

Main balancing group: Balancing group that absorbs the deviation of a sub-balancing group.

Settlement balancing group: Balancing group that does not assign its deviations to any other balancing group and is therefore responsible for financial compensation and receives the balancing group settlement from the TSO.

EIC sub-balancing group	EIC main balancing group	Start of assignment	End of assignment

The sub-balance responsible party consents to the assignment of the balancing group's balance defined in Section 11.2 of this contract (balance deviation) to the main balancing group for the settlement of balancing energy. The main balance responsible party also consents to this assignment.

The main balance responsible party consents to the assignment of additional sub-balancing groups to the sub-balancing group.

.....
Place	Date	Place	Date
.....
Signature of the sub-balance responsible party		Signature of the main balance responsible party	

The TSO consents to the aforementioned assignment.

.....
Place	Date
.....
Signature TSO	

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Annex 6 - Assignment of distributors and suppliers to the balancing group

By signing, the BRP declares to the TSO that the distributors and/or suppliers listed below use one of the BRP's balancing groups from this contract to process schedule transactions (distributors) or supply end customers (suppliers).

Distributors or suppliers are assigned to our company's balancing group(s):

Yes (please complete the following table)

No

Balancing group EIC	Assigned distributor	Start of use	End of use

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Balancing group EIC	Assigned suppliers	Start of use	End of use

Responsible for accuracy:

.....

Place

Date

.....

Signature BRP

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Annex 7 - Minimum contents of the balancing group settlement document (invoice)

To satisfy the VAT requirements, the settlement document must contain the mandatory information pursuant to Section 14 (4) UStG (German Value Added Tax Act). The handling of material information is described below.

1. Recipient

- 1.1. The recipient of settlement documents is exclusively the BRP of the balancing group to be settled or the service provider assigned by this BRP. The settlement documents may be provided by the TSO in paper form or in an electronic data format that satisfies the legal requirements.
- 1.2. Sub-balance responsible parties do not receive any settlement documents.

2. Subject

The commercial invoice document always relates to a settlement month and to just one balancing group to be settled.

3. Minimum contents

- 3.1. Formalities
 - a. Full name and complete address of the company providing the service (TSO (BICO))
 - b. Full name and complete address of the service recipient (BRP)
 - c. VAT ID no. or, if this is not available, the tax number of the company providing the service
 - d. For credit note by the TSO (BICO), always: the VAT ID number or, if this is not available, the tax number of the company receiving the credit note (BRP) (may also be included for invoices)
 - e. Issue date
 - f. Always refer to the document as an "Invoice"; credit notes are identified by a negative invoice amount
 - g. Invoice number

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- h. EU (international): Application of the reverse charge procedure (net settlement) and provision of the VAT ID numbers or, if not available, the tax numbers of the TSO (BICO) and BRP; note on the reverse charge
- i. For third countries: Note the relevant local VAT law (case-by-case basis)

3.2. Subject/assignment details

- a. "Balancing group settlement" or "Corrected balancing group settlement"
- b. Settlement month in the format YYYY/MM
- c. Balancing group EIC of the balancing group to be settled
- d. General reference to the data electronically transmitted to the BRP pursuant to ruling BK6-07-002 (MaBiS) of the *Bundesnetzagentur* (Federal Network Agency), as amended, or corresponding successor regulations (no list, no reference to time series/versions)
- e. This can occur in any order and arrangement.

3.3. Monthly sums/amounts for the balancing group settlement (BGB)

- a. Work: MWh to 6 decimal places
- b. 1000's separator for quantities and monetary amounts
- c. Identification of excess supplies for the balancing group with the word "excess"
- d. Identification of shortfalls for the balancing group with the word "shortfall"
- e. Amounts in the legal tender: EUR (€)
- f. Specification of the quantities of the shortfall (MWh) and the amount (net) for the shortfall
- g. Specification of the quantities of the excess (MWh) and the amount (net) for the excess
- h. Specification of the balance of the quantities, shortfall minus excess (MWh)
- i. Indication of any monetary amounts (net) itemised by tax rates for a shortfall and excess as well as the sum of both of these monetary amounts (net), if and to the extent that this is possible in accordance with the relevant statutory provisions, especially the VAT provisions, and, where applicable, they can be interpreted by the relevant national tax office for the relevant TSO (BICO). If this kind of presentation is prohibited, the presentation is based on the legal and, in particular, the VAT requirements as well as their interpretation by the aforementioned national tax office.
- j. Indication of the VAT rate and the VAT amount relating to the fee (net amount)
- k. Indication of the gross total
- l. Due date/value date

3.4. Monthly sums/amounts for the corrected balancing group settlement (CBGB)

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- a. Work: MWh to 6 decimal places
- b. 1000's separator for quantities and monetary amounts
- c. Identification of excess supplies for the balancing group with the word "excess"
- d. Identification of shortfalls for the balancing group with the word "shortfall"
- e. Amounts in the legal tender: EUR (€)
- f. Specification of the quantities of the shortfall (MWh) and the monetary amount (net) for the shortfall for CBGB
- g. Specification of the quantities of the excess (MWh) and the monetary amount (net) for the excess for CBGB
- h. Specification of the balance of the quantities, shortfall minus excess (MWh) for CBGB
- i. Indication of any monetary amounts (net) itemised by tax rates for a shortfall and excess as well as the sum of both of these monetary amounts (net), if and to the extent that this is possible in accordance with the relevant statutory provisions, especially the VAT provisions, and, where applicable, they can be interpreted by the relevant national tax office for the relevant TSO (BICO). If this kind of presentation is prohibited, the presentation is based on the legal and, in particular, the VAT requirements as well as their interpretation by the aforementioned national tax office.
- j. Specification of the BGB's invoice number and the BGB's invoice date
- k. Specification of the quantities of the shortfall (MWh) and the monetary amount (net) for the shortfall from the BGB document
- l. Specification of the quantities of the excess (MWh) and the monetary amount (net) for the excess from the BGB document
- m. Indication of any fee (net amount) itemised by tax rates in accordance with the statutory provisions and, where applicable, their interpretation by the relevant national tax office for the relevant TSO (BICO) from the BGB document
- n. Indication of the difference (net) from the CBGB less the BGB (diff. CBGB-BGB)
- o. Indication of the VAT rate and the VAT amount relating to the fee (net amount) for the diff. CBGB-BGB
- p. Indication of the gross total for the diff. CBGB-BGB
- q. Due date/value date

Annex 8 - Nomination of higher power values for unbalanced intraday nominations of schedules

The BRP may nominate higher power values for unbalanced intraday nominations of schedules to the TSO pursuant to Annex 3, Section 1.4 of this contract, specifying the associated reasons.

The TSO is entitled to completely or partially reject the nomination for higher power values. Reasons for the rejection must be given and communicated to the BRP immediately after review in text form. The TSO is entitled to request evidence from the BRP to review the nomination.

The BRP is obliged to immediately notify the TSO if the reasons no longer apply. As soon as the reasons no longer apply, the values specified for unbalanced intraday notifications of schedules from Annex 3 Section 1.4 apply again.

Balancing group EIC	Unbalanced intraday notification of schedules Max. power (MW)	
	2 h - 15 minutes before fulfilment	> 2 hours before fulfilment

Annex 8 is valid from:

Reasons for nominating a higher power:

.....

Place Date Place Date

.....

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Signature BRP

Signature TSO

Informational translation

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