



Balancing Agreement

Between

Creos Luxembourg S.A., a public limited liability company (société anonyme) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 105, rue de Strassen, L-2555 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B4513, in its capacity as transmission system operator and balance coordinator (“*coordonateur d’équilibre*”), duly represented by its CEO, [...] and by its Head of Grid Operations, [...],

hereinafter referred to as the “**Balance Coordinator**”.

on the one hand

[**Company name**], a company incorporated and existing under the laws of [Country], with its registered office at [Street No.], [Postcode] [City], [Country], registered with the [relevant national register] under number [Register Number], duly represented by [Function], [Full Name], and by [Function], [Full Name],

hereinafter referred to as the “**Balance Responsible Party**”.

on the other hand

The Balance Coordinator and the Balance Responsible Party may hereinafter individually be referred to as a “**Party**” and collectively as the “**Parties**”.

the following balancing agreement (hereinafter referred to as the “**Agreement**”) is hereby concluded for the Luxembourg scheduling area 10YLU-CEGEDEL-NQ.

1. Definitions

Unless otherwise defined in this Agreement, the definitions set out in (i) **Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing**, (ii) **the amended law of 1 August 2007 on the organisation of the electricity market** and, in the (iii) **Terms and Conditions** shall apply.

In addition, the following definitions shall apply:

“**Supplier’s Balancing Account**” means an operational account associated with a supplier, established within the framework of a balancing agreement, for the purpose of measuring and attributing the energy imbalances resulting from the supplier’s supply and/or consumption activities. The Supplier’s Balancing Account is linked to the Balance Responsible Party’s Balancing Perimeter(s) and is used as the basis for imbalance settlement, in accordance with the Terms and Conditions.

“**Balancing Perimeter**” means all supply points under the responsibility of a Balance Responsible Party (“*périmètre d’équilibre*”), pursuant to the definition in Article 1(32) of the amended law of 1 August 2007 on the organisation of the electricity market.

“**Terms and Conditions**” means the *Terms and Conditions for Balance Responsible Parties in the Luxembourg scheduling area* as approved by ILR pursuant to Article 33(3) of the amended law of 1 August 2007 on the organisation of the electricity



market and Article 18 of Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing.

“Force Majeure Event” means any event or circumstance beyond a party’s reasonable control which prevents or materially hinders that party from fulfilling its obligations under this Agreement. Such events may include, without limitation: natural disasters (such as floods, storms, or earthquakes), pandemics or epidemics (including measures imposed by public authorities in response thereto), explosions, accidents, war (whether declared or not), insurrection, civil or military conflict, sabotage, acts of terrorism, riots, malicious damage, labour unrest (including strikes and lockouts), embargoes, water damage, or any act, order, or requirement of any governmental, administrative, civil, or military authority.

“Balance Coordinator” means the transmission system operator designated in the Grand Duchy of Luxembourg (“*coordinateur d’équilibre*”) for the performance of the tasks assigned to transmission system operators pursuant to Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing.

2. Purpose

- 2.1. The purpose of this Agreement is to define the mutual rights and obligations of the Parties in relation with electricity balancing.
- 2.2. Pursuant to Article 33(4) of the amended law of 1 August 2007 on the organisation of the electricity market, the Agreement is based on the Terms and Conditions, in the version dated [date], as approved by the ILR (Institut Luxembourgeois de Régulation) on [date], pursuant to Article 18 of Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing. These Terms and Conditions may be amended from time to time, and the latest version approved by the ILR shall automatically apply to this Agreement.
- 2.3. By signing this Agreement, the Balance Responsible Party acknowledges having read, understood, and accepted all provisions set out in the Terms and Conditions, which form an integral part of this Agreement and supplement its provisions.
- 2.4. The Agreement defines the Balance Responsible Party’s Balancing Perimeter within the scheduling area as defined in Article 9 of the *Terms and Conditions*. Each Balancing Perimeter may include one or more Supplier’s Balancing Accounts linked to the Balance Responsible Party under the Agreement.
- 2.5. The Balance Responsible Party is responsible for all imbalances arising within its Balancing Perimeter(s), including those resulting from Supplier’s Balancing Accounts under this Agreement.

3. Conditions for qualifying as a Balance Responsible Party

- 3.1. The conditions for qualifying as a Balance Responsible Party are defined in Article 4 of the *Terms and Conditions*.
- 3.2. Any natural or legal person may become a Balance Responsible Party.
- 3.3. The Balance Responsible Party shall be authorised to operate within the Luxembourg scheduling area, for both injection and consumption activities. This authorisation applies to end customers whose points of delivery are located within either the transmission grid or a distribution grid.
- 3.4. The Balance Responsible Party shall also be permitted to exchange energy with other Balancing Perimeters within the Luxembourg scheduling area, in accordance with the applicable scheduling and market rules.
- 3.5. The EIC code of each Balancing Perimeter covered by this Agreement shall be specified in Annex 1. The Balance Responsible Party may **specify up to ten (10) Balancing Perimeters/EIC codes** per Agreement.



- 3.6. For each Balancing Perimeter specified in Annex 1, the Balance Responsible Party shall declare the start and end date (the latter if applicable) and the **maximum energy quantities** according to Article 4 of the *Terms and Conditions*.
- 3.7. The Balance Responsible Party shall also declare to the Balance Coordinator the maximum values for both energy and power used in the scheduling process for each Balancing Perimeter. Any change to the declared maximum values must be notified to the Balance Coordinator in writing or by electronic means at least five (5) working days in advance. In the first quarter of each year, the Balance Coordinator shall check the declared maximum values against the actual billing data for the previous year. In case of a difference of more than $\pm 20\%$ from the declared maximum values, the Balance Coordinator shall inform the Balance Responsible Party and request an appropriate adjustment of the maximum values. If the Balance Responsible Party does not comply with the request for adjustment, the Balance Coordinator shall be entitled to issue a **written warning** according to Article 11 of the *Terms & Conditions*.
- 3.8. The Balance Responsible Party may **specify up to ten (10) Supplier's Balancing Accounts** per Balancing Perimeter under the Agreement.
- 3.9. The integration of a Supplier's Balancing Account within a Balancing Perimeter under the Agreement shall be notified to the Balance Coordinator by means of a joint declaration, signed by the supplier, the Balance Responsible Party, and the Balance Coordinator in accordance with the template provided in Annex 3.
- 3.10. The signed joint declaration(s) must be submitted to the Balance Coordinator by the Balance Responsible Party.
- 3.11. Any change in the attachment of Supplier's Balancing Account will only take effect from the 1st day of the month following the month in which the joint declaration is received by the Balance Coordinator.
- 3.12. The Balance Coordinator only publishes the name of the Balance Responsible Party on its website. All the names of the suppliers who have signed a joint declaration are not published, except in the case of the explicit request of a supplier.

4. Rights and obligations of the Balance Coordinator

- 4.1. The Balance Coordinator ensures all the tasks and functions required to the Balance Responsible Party to permit the operational activity of its Balancing Perimeter in the Balance Coordinator's scheduling area as soon as this Agreement comes into force.
- 4.2. The Balance Coordinator is responsible for balancing, documenting, managing and billing the exchange of power in its scheduling area.
- 4.3. The Balance Coordinator is obliged to provide the Balance Responsible Party with all the information required for the proper management of a Balancing Perimeter. This information includes the necessary contact details for the Balance Coordinator, the permanent emergency contact details and any subsequent changes to these contacts.
- 4.4. The Balance Coordinator is obliged to ensure that the scheduling exchange system works properly and that the accepted formats are published.
- 4.5. The Balance Coordinator must consult all the data required for the scheduling exchange and communicate any changes to the Balance Responsible Party as soon as possible.
- 4.6. The Balance Coordinator compensates for any deviations resulting from inaccuracies in the Balance Responsible Parties' forecasts by means of balancing energy that it obtains in accordance with the provisions of the Terms and Conditions.



5. Rights and obligations of the Balance Responsible Party

5.1. General obligations of the Balance Responsible Party

The Balance Responsible Party shall comply with all rights and obligations set forth in the Terms and Conditions, in particular those set out in Article 4.

Key obligations of the Balance Responsible Party include, without limitation, the following:

- Holding a **valid balancing agreement** with the Balance Coordinator,
- Ensuring that **each point of delivery is assigned** to a valid Balancing Perimeter under its responsibility, identified by a **unique Entso-E identification code (EIC code)**,
- Ensuring that all electrical energy **supply, injection, and consumption** are at all times assigned to a valid Balancing Perimeter under its responsibility,
- Providing **accurate forecasts** and respecting declared **maximum values** for energy and power,
- Ensuring **timely communication** of any changes, and
- Complying with all **data and scheduling requirements** as described in Articles 5 to 7 of the Terms and Conditions.

The exact scope, conditions, and implementation procedures of these obligations are defined in detail in the Terms and Conditions

5.2. Process for exchanging schedules / aggregations

The Balance Responsible Party shall comply with the scheduling process in accordance with the rules set out in the Terms and Conditions, in particular those set out in Articles 6 and 7.

Without prejudice to the general obligations set out above, the Balance Responsible Party shall, in particular:

- Apply the **scheduling process** in accordance with the rules and procedures set out in the Terms and Conditions;
- Submit **day-ahead, intraday, and day-after** scheduling within the **defined deadlines**,
- **Cooperate** with other Balance Responsible Party's and the Balance Coordinator in case of discrepancies within the defined deadlines,
- Ensure compliance with formatting and submission standards defined by the **ENTSO-E Scheduling System (ESS)**, and
- Support any **urgent call** procedure initiated by the Balance Coordinator.
- Not **misuse balancing energy**, for example, by using it to cover regular consumption instead of unavoidable forecast inaccuracies as set out in Article 11 of the Terms and Conditions.

Aggregation and verification of data for the purpose of imbalance settlement shall be conducted based on the procedures defined in Article 8 of the Terms and Conditions.



The exact scope, conditions, and implementation procedures of these obligations are defined in detail in the Terms and Conditions.

5.3. Payment guarantees

The Balance Responsible Party must provide financial security to the Balance Coordinator, in accordance with Article 4 of the Terms and Conditions, to put one or more balancing perimeter into operation.

This financial security can take the form of:

- (i) **an unconditional and irrevocable bank guarantee** issued either by the Balance Responsible Party or by its parent company, provided it is issued by a financial institution established in an EU Member State, a member of the European Free Trade Association, or in the United Kingdom, and meets the requirements of a first-demand guarantee; or
- (ii) a **cash deposit**, made by bank transfer to an account designated by the Balance Coordinator. This deposit shall serve as financial security under the same conditions as a bank guarantee. Upon request, the Balance Coordinator shall provide the payment instructions and confirm the reception of the funds; or
- (iii) a demonstration of **creditworthiness** through an acceptable long-term credit rating, as defined below; or
- (iv) a **valid, unconditional and irrevocable parental guarantee** issued by the parent company and provided that the parent company has an acceptable credit rating, as defined below.

A credit rating is considered acceptable if it corresponds to:

- at least **BBB+** by Standard & Poor's or Fitch Ratings, or
- at least **Baa1** by Moody's Investor Services.

Proof of the applicable credit rating must be submitted no later than the start date of the balancing perimeter and must be renewed annually by 1st of January.

If no proof is provided within the required timeframe, or if, at any time, the Balance Responsible Party or the parent company no longer meets the acceptable credit rating criteria, it shall immediately notify the Balance Coordinator by registered mail, and shall, within fifteen (15) Business Days, provide the Balance Coordinator with a new financial security (bank guarantee or cash deposit) meeting the requirements set out above, calculated based on the following formula :

Minimum amount of the bank guarantee or cash deposit =

$$FC-Cons_{max,168h} \times \varnothing_{reBAP}_{12months} + 2 \times FC-Export_{max,day} \times \varnothing_{reBAP}_{12months}$$

with

$FC-Cons_{max,168h}$ = Declared value of the maximum energy per week [MWh] for FC-CONS (forecast consumption)

$FC-Export_{max,day}$ = Declared value of the maximum energy per day [MWh] for FC-Export



$\emptyset reBAP_{12months} =$ Average imbalance price of the last 12 fully completed calendar months

Both the Balance Coordinator and the Balance Responsible Party are entitled to request an adjustment of the amount of the bank guarantee or the cash deposit if either:

- the maximum values declared by the Balance Responsible Party change, or
- the average imbalance price has changed,

and as a result, the recalculated amount deviates by 20% or more compared to the currently deposited bank guarantee or cash deposit.

The bank guarantee or cash deposit shall be returned:

- (i) if the balancing agreement is terminated and all outstanding obligations are settled;
- (ii) if it is replaced by another valid guarantee meeting the applicable criteria; or
- (iii) if the Balance Responsible Party or its parent company subsequently demonstrates an acceptable credit rating in accordance with the applicable provisions. In the case of a credit rating held by the parent company, the return of the bank guarantee or the cash deposit is subject to the provision of a valid, unconditional and irrevocable parental guarantee in favour of the Balance Coordinator.

The bank guarantee must explicitly state that the issuing bank undertakes to fulfil payment obligations on behalf of the Balance Responsible Party **immediately and without condition** upon first written request from the Balance Coordinator, without requiring any prior claim, justification, or legal proceedings.

In all cases in which the Balance Responsible Party fails to meet its payment obligations, the bank must assume the payment obligations of the Balance Responsible Party upon first request of the Balance Coordinator. This unconditional and irrevocable substitution as principal obliges the bank to pay the balance owed by the Balance Responsible Party to the Balance Coordinator without delay, up to the maximum amount specified in the bank guarantee. The bank guarantee must contain obligations of the bank in relation to the above.

If the bank guarantee is issued by the parent company, it must be provided under the same terms and must be accompanied by a valid and unconditional parental guarantee that complies with all applicable criteria.

If the bank guarantee is partially drawn upon, the Balance Responsible Party shall, upon request by the Balance Coordinator, provide a new or amended bank guarantee restoring the original guaranteed amount. Such replacement must be provided within ten (10) Business Days, unless otherwise agreed.

5.4. **Balance Responsible Party's Financial Responsibility for Imbalances**

The Balance Responsible Party shall bear full **financial responsibility for any imbalance** associated with its Balancing Perimeter, in accordance with **Article 5** of the Terms and Conditions.

Settlement shall be:

- **Calculated and invoiced monthly** by the Balance Coordinator in accordance with Article 5 of this Agreement and as further detailed in Articles 8, 10, and 13 of the Terms and Conditions; Billing shall begin as soon as the imbalance prices are available to the Balance Coordinator, and in any case no later



than three (3) months after the end of the billing month, in accordance with Article 10 of the Terms and Conditions.

- Based on **quarter-hourly values**, using the **uniform imbalance price** (reBAP) published by the German Transmission System Operators (TSOs), in accordance with Article 9 of the Terms and Conditions;
- Done within the **Luxembourg scheduling area**, which is defined by the transmission system on Luxembourg territory and delimited by the connection points with the SOTEL grid, and the German and Belgian transmission grids. The scheduling area includes all distribution grids connected to the transmission grid. Cross-border scheduling processes are limited to the German border only.
- Supported by **billing documentation**, which includes the required aggregated load curves provided by Distribution System Operators (DSOs) by the 10th working day of month $m+1$. The Balance Coordinator is obliged to provide the Balance Responsible Party with all data necessary to review the balancing sheets. In particular, the aggregated load curves resulting from the horizontal aggregation for the supplies of month m shall be transmitted no later than the 15th working day of month $m+1$, in accordance with Articles 8 and 13 of the Terms and Conditions

Any disputes, discrepancies, or requests for corrections regarding the settlement must be addressed in accordance with the procedures set out in Article 12 of the Terms and Conditions, which include the obligation for the Balance Responsible Party to notify the Balance Coordinator of any justified discrepancies no later than the end of month $m+1$, and which may lead to recalculation based on revised aggregated load curves provided by the relevant DSOs. The Balance Coordinator may reject late corrections submitted after the set deadline.

6. Invoicing and payment terms

- 6.1. Invoices/credit notes shall be issued on a monthly basis.
- 6.2. Each invoice/credit note shall be paid in full, without any deduction, set-off, or compensation, by the due date indicated on the invoice. Unless otherwise agreed or specified, the due date shall be thirty (30) calendar days from the date of the invoice.
- 6.3. In the event of late payment, and without prejudice to any other rights of the Balance Coordinator, all outstanding amounts shall automatically accrue late payment interest (“intérêts pour retard de paiement”), in accordance with Articles 3 and 5 of the amended Law of 18 April 2004 on payment terms and interest on late payment, without the need for prior formal notice. The applicable interest rate shall be the reference rate of the European Central Bank, increased by eight (8) percentage points, as published by the Minister of Finance pursuant to Article 5 of the aforementioned law.
- 6.4. Any irregularity in the payment of invoices that results in disproportionate administrative costs shall be subject to a reasonable charge corresponding to the actual cost incurred (including, but not limited to, attorneys fees and any charges incurred through the engagement of debt recovery agency...), with a minimum of forty euros (EUR 40).
- 6.5. Any dispute regarding an invoice/credit note must be submitted prior to the payment due date specified in Article 5.2 of this Agreement. After this deadline, the invoice/credit note shall be deemed irrevocably accepted, unless otherwise provided in this Agreement.
- 6.6. No dispute concerning an invoice/credit note shall be permitted after the due date for payment, except in the event of an (i) error attributable to the Balance Coordinator, (ii) an error in the metering data provided by the metering equipment used for invoicing, or (iii) an obvious material error.
- 6.7. In any case, no invoice/credit note may be contested more than two (2) years after its issuance date.



- 6.8. Except in the case of a manifest error, any dispute raised by the Balance Responsible Party shall not relieve it of its obligation to comply with the applicable payment deadlines.
- 6.9. The Balance Responsible Party shall be responsible for the payment of any additional costs, taxes or levies applicable to the services provided under this Agreement.
- 6.10. In the event of unforeseen circumstances, the Balance Coordinator shall inform the Balance Responsible Party without undue delay of any resulting delays in the provision of services or invoicing.

7. Entry into force and duration of the Agreement

- 7.1. Subject to the Balance Responsible Party's compliance with the conditions set forth in Article 5.3 of this Agreement (Payment guarantees), this Agreement shall enter into force on __/__/____.
- 7.2. The Agreement shall remain valid for an indefinite duration.

8. Suspension of the Agreement by the Balance Coordinator

- 8.1. Without prejudice to any applicable legal or regulatory provisions, the Balance Coordinator may unilaterally suspend, in whole or in part, the performance of its contractual obligations under this Agreement with immediate effect by written notice to the Balance Responsible Party if:
 - i. The Balance Responsible Party **fails to comply with any of its material obligations** under this Agreement, including but not limited to the timely submission of scheduling data, the provision or maintenance of the required payment guarantees, or compliance with the technical requirements for scheduling and such breach is not remedied within eight (8) working days following receipt of a formal written notice. The suspension shall take effect immediately upon expiry of the remedy period, without further notice.
 - ii. The Balance Responsible Party receives **three (3) written warnings** within a twelve (12) month period as set out in Article 11 of the Terms and Conditions.
- 8.2. During the suspension period, the Balance Responsible Party shall not be entitled to submit schedules or participate in balancing activities, and the Balance Coordinator may implement any necessary operational measures, including the appointment of a replacement supplier in accordance with the modified Regulation E08/09/ILR of 30 April 2008.
- 8.3. The Balance Coordinator shall inform the Luxembourg Regulatory Authority (ILR) of any anomalies detected in the scheduling behaviour of the Balance Responsible Party, as well as of any suspension measures taken pursuant to such anomalies.
- 8.4. Suspension shall not release the Balance Responsible Party from its financial obligations incurred prior to or during the period of suspension.
- 8.5. Restoration of the Agreement following a suspension shall be subject to prior written approval by the Balance Coordinator and may be made conditional upon the rectification of the breach, provision of a revised payment guarantee, or other appropriate measures. The ILR shall be notified when the Agreement is resumed.

9. Termination of the Agreement

- 9.1. Termination by the Balance Coordinator

The Balance Coordinator shall be entitled to terminate this Agreement with immediate effect if:



- a) The payment guarantees required under this Agreement are refused, have expired, or are found to be incorrect or falsified.
- b) The advances and payment guarantees required under this Agreement remain unpaid.
- c) The Balance Responsible Party fails to transmit a schedule to the Balance Coordinator for two consecutive days and does not agree to any proposed corrective measures as set out in Article 11 of the Terms and Conditions;
- d) The Balance Responsible Party fails to send schedules due to lack of active point of deliveries within its Balancing Perimeter(s), for a continuous period of twelve (12) months.
- e) The suspension of this Agreement remains in effect for a continuous period of more than two (2) months and has not been lifted due to the continued failure of the Balance Responsible Party to remedy the underlying breach, as provided in Article 8 of this Agreement.
- f) The Balance Responsible Party receives three (3) written warnings within a twelve (12) month period as set out in Article 11 of the Terms and Conditions.
- g) The Balance Responsible Party fails to comply with the rights and obligations of the Agreement and such breach is not remedied within eight (8) working days following receipt of a written notice.

In order to ensure compliance with new European and national legislation, or to reflect significant changes in applicable market rules, the Balance Coordinator reserves the right to terminate the Agreement.

9.2. Termination by the Balance Responsible Party

The Balance Responsible Party may terminate this Agreement at any time by **providing three (3) months' written notice** to the Balance Coordinator.

The Balance Responsible Party shall also be entitled to terminate this Agreement with **immediate effect** if:

- a) The Balance Coordinator fails to comply with the rights and obligations of the Agreement and such breach is not remedied within eight (8) working days following receipt of a formal written notice.

9.3. Termination by both Parties

Either Party may terminate this Agreement with immediate effect if:

- a) The Balance Coordinator is no longer duly designated as such under applicable legal or regulatory provisions.
- b) Either party becomes subject to any insolvency, bankruptcy, or suspension of payment proceedings as set out in Book III of the Luxembourg Commercial Code, or to controlled management proceedings under the Grand Ducal Decree of 24 May 1935, or to equivalent proceedings in the jurisdiction in which the Balance Responsible Party has its registered office, if other than Luxembourg.

9.4. Termination of the balancing agreement in accordance with this Article shall automatically result in the termination of all the Supplier's Balancing Accounts linked to the Balance Responsible Party's Balancing Perimeter(s).



10. Liability

10.1. The Parties to this Agreement shall be mutually liable for any damage directly resulting from a contractual breach and/or fault. The party in breach and/or at fault shall indemnify and compensate the other party for any direct damage, including claims from third parties relating to such direct damage. Except in cases of fraud or wilful misconduct, neither party shall be liable to the other, including for third-party claims, for any indirect or consequential loss, including but not limited to loss of profits, loss of revenue, loss of contracts or loss of goodwill.

11. Force majeure

11.1. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to a Force Majeure Event. The occurrence of a Force Majeure Event shall suspend the affected obligations under this Agreement for the duration of the event. The term of the Agreement shall not be extended as a result of such suspension.

11.2. The affected party shall promptly notify the other party of the occurrence of a Force Majeure Event by registered letter with acknowledgment of receipt. The notice shall include a detailed description of the Force Majeure Event and its anticipated impact on the performance of the Agreement. If performance is not resumed within thirty (30) calendar days from the occurrence of the Force Majeure Event, the non-affected Party may, at its sole discretion, terminate this Agreement without recourse to the courts, by sending a written notice of termination to the affected party.

12. Contacts

12.1. The Balance Coordinator's contact persons are specified in [Annex 2](#). The Balance Responsible Party shall inform the Balance Coordinator of its designated contact persons.

12.2. Any changes to the contact persons shall be communicated without delay to the other party. The Balance Coordinator shall not be held liable for any damage incurred by the Balance Responsible Party as a result of not being unreachable due to incorrect or incomplete contact information.

13. Personal Data

13.1. Any personal data processed in connection with this Agreement, including data processed during its performance, shall be handled in accordance with the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL and applicable national laws.

14. Disclosure of confidential information

14.1. The Parties agree to maintain the confidentiality of all information of a commercial, financial or economic nature to which they may become aware during the execution of this Agreement. In particular, the Balance Coordinator shall restrict access to commercially sensitive data exclusively to its relevant internal departments.

14.2. The Balance Coordinator shall refrain from disclosing information to third parties, except to public authorities or bodies legally entitled to request such information.

14.3. Where this Agreement permits the disclosure of information, either party shall be authorised to disclose such information to a third party without prior consent, provided that the disclosure is strictly necessary for the proper fulfilment of obligations under this Agreement.

14.4. In all other cases, confidential information may only be disclosed to third parties with the prior written consent of the other party



14.5. The confidentiality obligations set out in this Article shall not apply to the following types of information:

- Information that has entered the public domain without breach of this Agreement by the receiving party.
- Information disclosed with the prior written consent of the other party.
- Information required to be disclosed by judicial or administrative order.
- Information already known to the receiving party at the time of disclosure, or subsequently obtained from a third party lawfully entitled to disclose such information, provided that the receiving party can demonstrate such knowledge with appropriate evidence.

14.6. Each Party shall retain full ownership of its respective confidential information, even if such information has been disclosed to the other party. The disclosure of confidential information shall not be construed as conferring any transfer of ownership or any rights other than those expressly provided for in this Agreement.

14.7. Without prejudice to applicable legal and regulatory provisions, the confidentiality obligations set out above shall remain in effect for a period of three (3) years following the termination of this Agreement.

15. Waivers

15.1. No delay or failure by either Party to exercise any of its powers, rights or remedies under the Agreement shall operate as a waiver of them, nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.

16. Assignment of the Agreement

16.1. The rights and obligations arising this Agreement may be transferred to a third party with the prior written consent of the other party. Such consent shall not be unreasonably withheld if the proposed third party provides all necessary guarantees to fulfil the obligations under this Agreement.

17. Entire Agreement

17.1. The Agreement including all Annexes attached constitutes the entire Agreement and supersedes all prior statements, whether oral or written, representations, discussions, negotiations, arrangements and agreements on the Agreement's subject between the Parties.

18. Precedence of the Terms and Conditions

18.1. In the event of any conflict or inconsistency between the provisions of this Agreement and the Terms and Conditions, the provisions of the Terms and Conditions shall prevail.

18.2. This applies in particular where individual provisions of the Terms and Conditions have been reproduced, paraphrased or cross-referenced in this Agreement for operational or explanatory purposes.

19. Headings and contents

19.1. Headings of clauses and Annexes are exclusively provided for ease of reference purposes and shall not be taken into account when interpreting the Agreement.



20. Severability

20.1. Should any provision of this Agreement be declared or found to be void, illegal or unenforceable in any respect under any applicable law, regulation or court decision, the Parties shall collaborate to draft a replacement provision with a view to achieve, as far as possible, the initial provision's purpose. Any other provisions of the Agreement will not be affected in any manner.

21. Language of the Agreement

21.1. Notwithstanding any translation of this Agreement, whether signed or unsigned, the English version shall prevail and the only binding language for the purposes of its interpretation and execution.

22. Governing law and jurisdiction

22.1. The Agreement shall be construed, interpreted and enforced in accordance with the laws of the Grand-Duchy of Luxembourg.

22.2. The Parties agree that any and all disputes, claims or litigation arising from or related in any way to the Agreement shall be brought exclusively before the Courts of the district of Luxembourg-City.

For Creos Luxembourg S.A.

Luxembourg, __/__/__

For Company,

_____, __/__/__



Annex 1

Declaration of energy quantities for Balancing Perimeter(s)

Balancing Perimeter EIC	Start date of the Balancing Perimeter	End date of the Balancing Perimeter (if applicable)	FC-Prod Max. Power [MW]	FC-Cons Max. Power [MW]	FC-Cons Max. Energy [MWh/week]	FC-Export* Max. Power [MW]	FC-Export* (optional) Max. Energy [MWh/Day]

The above energy volumes and power values represent the maximum values for the respective Balancing Perimeter.

For accuracy:

.....
Place Date

.....
Signature of the Balance Responsible Party



Annex 2

1. Contact data of the Balance Coordinator

General data	
Name	Creos Luxembourg S.A.
Street, No.	Rue de Strassen, 105
Post code / City	L-2555 Luxembourg
Country	Luxembourg
Registered office of the company	Luxembourg Business Register
Extract from the commercial register	B4513
Internet	www.creos.net
VAT no.	LU10320554
Contract management and general questions	
E-Mail Balance Coordinator	bkk@creos.net
Phone	+352 2624 -1
Schedule management	
E-mail scheduling data exchange	scheduling_elec@creos.net
General technical questions, Day ahead process, Intraday, Day after, certificates for schedule system	
E-Mail	bkk@creos.net
Phone	+352 2624 8518
Phone (Only emergency)	+352 2624 7720
Balancing billing	
Energy quantities	bkk@creos.net
Invoices	bkk@creos.net
Bank information	
Account holder	Creos Luxembourg S.A.
SWIFT / BIC	BGLLLULL
IBAN	LU17 0030 8570 5695 0000
Name of the bank	BGL BNP PARIBAS



2. Contact data of the Balance Responsible Party

General data	
Name	
Street, No.	
Post code / City	
Country	
Registered office of the company	
Extract from the commercial register	
Internet	
VAT no.	
Contract management and general questions	
Title	
First Name	
Name	
Phone	
Mobile	
E-Mail	
Schedule management	
E-mail scheduling data exchange	
General technical questions, Day ahead process, Intraday, Day after, certificates for schedule system	
E-Mail	
Phone	
Phone (Only emergency)	
Balancing billing	
Energy quantities	
Invoices	
Bank information	
Account holder	
SWIFT / BIC	
IBAN	
Name of the bank	
Invoice address	
Name	
Company addition	
Street, no.	
Post Code / City	
Country	
E-mail	

For Creos Luxembourg S.A.,
Luxembourg, __/__/__

For Company,
_____, __/__/__



Annex 3

Joint declaration

Assignment of a Supplier's Balancing Account to the balancing agreement

The company [Société], whose registered office is at City, Post Code, Street, Street number, under register number, in its capacity as Balance Responsible Party, holder of a balancing agreement concluded with the Balance Coordinator Creos Luxembourg S.A. on __/__/__,

Notifies the Balance Coordinator that:

The company (supplier) _____, whose registered office is at (City) _____, (address) _____, under the register number _____, (EAN N°) _____ is supplier under the balancing agreement mentioned above. The effective date of the Supplier's Balancing Account to the balancing agreement is __/__/__.

1. Contact data of the supplier:

	Name	Phone	Email
1			
2			
3			
4			