

Balance Group Contract

concerning establishment and management of a balance group

between

Swissgrid Ltd.

Bleichemattstrasse 31, P.O. Box, CH-5000 Aarau

UID: CHE-112.175.457

- hereinafter referred to as «**Swissgrid**» -

and

[Company name] [Legal form]

[Street] [Building Number], [P.O. Box], [Country]-[Poscode] [Address_Place]

UID: [UID]

EIC: [EIC]

- hereinafter referred to as «**BGM**» -

each referred to as the «**Party**» und both together referred to as the «**Parties**», the following contract concerning the establishment and management of a balance group is concluded:

- hereinafter referred to as the «**Contract**» -

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Preamble

In accordance with the Electricity Supply Act (StromVG: SR 734.7) and the Electricity Supply Ordinance (StromVV: SR 734.71), Swissgrid is, among other things, responsible for the operation of the Swiss transmission grid. Deliveries of electrical energy via the Swiss transmission grid necessitate the establishment and management of balance groups. According to Art. 20 Para. 2 Item b StromVG, Swissgrid is responsible for balance group management. If a balance group is to be set up in Switzerland, a contract has to be concluded with Swissgrid according to Art. 23 Para. 3 StromVV and a balance group manager (BGM) has to be nominated in accordance with Art. 23 Para. 4 StromVV.

The Swiss balance group model is managed according to the following principles:

- Switzerland consists of one control area (Swiss control area).
- Within the Swiss control area there are a multitude of balance groups. Each Swiss feed-in and feed-out point (e.g. power plants and end users) is precisely assigned to a balance group.
- Cross-border trading and trading within Switzerland require the conclusion of a contract with Swissgrid.
- In addition to the contract, balance groups with feed-in and feed-out must also agree on regulations with the respective grid operator governing the exchange of metering data.
- The balance group manager (BGM) is responsible for the secure operation of a balance group.

1 Definitions

The terms used in this Contract are used in accordance with the definitions in the Electricity Supply Act (StromVG), the Electricity Supply Ordinance (StromVV) and the Glossary for the Rules of the Swiss Electricity Market.

The abovementioned glossary is published and available to view on the Swissgrid website (www.swissgrid.ch) and the VSE website (www.strom.ch).

2 Purpose of the Contract, Contract documents and subsidiary documents

2.1 Purpose of the Contract

This Contract governs the relationship between Swissgrid and the BGM in relation to the balance group set up for the latter and describes their mutual rights and obligations. In particular, said rights and obligations concern the establishment and management of the balance group as well as the management of schedule messages from the BGM and billing of balance energy.

2.2 Contract documents

The following appendices, with all their supplements, form a part of this Contract:

Appendix 1: General Balance Group Regulations

Appendix 2: Technical Balance Group Regulations

Appendix 3: Registration form

Appendix 4: Balancing Pooling

Appendix 5: Power reserves

In the event of a discrepancy between the appendices and the Contract, the appendices take precedence over the Contract. In the event of discrepancies between the appendices, the following order applies: priority is given to Appendix 5, then Appendix 2, then Appendix 1, then Appendix 4 and lastly Appendix 3.

The latest versions of these appendices are published on the Swissgrid website (www.swissgrid.ch) and can be viewed there by the BGM.

Amendments to the contents of the Contract along with its appendices are based on Clause 23.

2.3 Subsidiary documents

The VSE implementation document Standardised Data Exchange for the Swiss Electricity Market, the Glossary for the Rules of the Swiss Electricity Market as well as the contents of the “Metering Code Switzerland” in the latest version are applied subsidiarily in the context of exercising the rights and obligations of the Parties under this Contract. Swissgrid publishes the relevant version on the Swissgrid website (www.swissgrid.ch)

Swissgrid publishes a calendar of public holidays, which is definitive within the scope of the fulfilment of the obligations resulting from this Contract.

The applicable versions of the abovementioned documents can be accessed via the Swissgrid website (www.swissgrid.ch) and can be viewed there by the BGM.

3 Establishing a balance group

The conclusion of the Contract between Swissgrid and the BGM is initially subject to the registration of the BGM within the framework of the registration process described under Clause 3.1. If the BGM has duly concluded the registration process according to the stipulations in Clause 3.1, Swissgrid shall sign the Contract sent by the BGM in duplicate after carrying out an internal examination and evaluation of the communicated information and shall forward a copy to the BGM. The balance group is only activated under the conditions of Clause 3.2 once the Contract has been concluded and the collateral required by Swissgrid has been provided in full.

The BGM is not entitled to use the respective balance group until activation has taken place within the meaning of Clause 3.2.

3.1 Registration process

The applicant completes Annex 3 via the customer portal for balance groups. The applicant sends this (in a single copy) together with the Balance Group Contract (in duplicate), duly signed, to Swissgrid (contract offer). The contract and Annex 3 are available on the Swissgrid website (www.swissgrid.ch). When sending the Contract documents, the applicant transfers the registration fee designated for the registration process to Swissgrid. After receiving the registration fee, Swissgrid evaluates the documents and information provided.

After evaluating the documents and information provided (however, in each case prior to activating the balance group within the meaning of Clause 3.2), Swissgrid confirms to the applicant the applicable limits for the balance group and specifies the amount of collateral that has to be provided. The details can be found in Clauses 1 to 3 of the General Balance Group Regulations. The applicant has to provide collateral to Swissgrid. This is a mandatory requirement for activating the balance group.

Should contractual offers made by applicants not contain all the necessary documents and information and/or the registration fee not have been paid, Swissgrid may terminate the registration process according to the stipulations in Clause 1 of the General Balance Group Regulations. In this case, applicants are not prevented from sending a new contractual offer to Swissgrid.

3.2 Activation of the balance group

Following evaluation of the information provided within the scope of the registration process under Clause 3.1 and the furnishing of collateral within the meaning of Clause 3.1, Swissgrid informs the BGM from what date the balance group will be activated. Activation details can be found in the General Balance Group Regulations.

3.3 Obligation to update the registration data; request for further data

The BGM is always obliged to inform Swissgrid of any changes to the communicated information within the meaning of Appendix 3 without being prompted and to send new information in due time.

In addition, Swissgrid is entitled to request from the BGM the relevant information for the registration process and any other information that Swissgrid requires within the scope of proper Contract processing. Swissgrid reserves the right to check the information.

4 Schedule management

The schedule messages submitted by the BGM are processed by Swissgrid, provided all the requirements under this Contract are met, in particular, the processes described in the General Balance Group Regulations and in the Technical Balance Group Regulations.

A schedule message cannot be submitted to Swissgrid for the exchange of electrical energy between two market players in the same balance group.

5 Maintenance of network security

If stable grid operations are jeopardised, Swissgrid is entitled according to Art. 20 Abs. 2 lit. c i.V.m. Art. 20a Para. 1 and 3 StromVG to take or order all operationally necessary measures to temporarily deal with the congestion or to ensure stability (e.g. restricting or discontinuing schedule processing in critical grid situations and in the event of major failures or other serious incidents, limiting the supply of electrical energy and the use of transport capacity – list is not exhaustive).

The BGM shall undertake to implement these measures promptly by submitting the according schedule messages.

If an order from Swissgrid regarding schedule message submission is not followed, Swissgrid may take an alternative measure at the expense of the BGM according to Art. 20a Para. StromVG.

5.1 Allocation procedure

In the event of lasting congestion, Swissgrid shall introduce an allocation procedure for the congestion in question and inform the BGM thereof in good time. It is possible to acquire capacity rights within the framework of the allocation procedure in order to be able to manage deliveries of electrical energy by means of schedule messages despite the congestion. The schedule messages based on acquired capacity rights shall take place according to the provisions in the General Balance Group Regulations and the Technical Balance Group Regulations. The corresponding allocation rules for the respective congestion take precedence over this Contract.

If short-term congestion occurs in the grid operations of Swissgrid, Swissgrid is entitled to take all operationally necessary measures to deal with the congestion. The BGM shall undertake to implement these measures promptly.

5.2 Requirement to comply with the limits

The BGM is endeavoured to Swissgrid to maintain a zero power balance for its balance group at all times or to contribute to actively balance the Swiss control area according to the provisions of the General Balance Group Regulations.

As soon as a BGM can foresee it cannot ensure the zero power balance of its balance group within the limits provided for, which are described in the General Balance Group Regulations, the BGM is obliged to notify Swissgrid immediately. The information has to be given via the contact office for operational queries. The notification has no effect on the obligations described in this contract and the consequences in case of imbalances.

5.3 Significant load and/or production failures

In the event of significant load and/or production failures the BGM shall inform Swissgrid immediately and take all reasonable or necessary action to compensate for this as quickly as possible.

Further details are provided in the General Balance Group Regulations.

5.4 Faults in the balance group systems

Both Parties shall endeavour to prevent faults in the balance group systems by taking appropriate measures.

In the event of faults in the balance group systems, Swissgrid is entitled to restrict or discontinue management of schedule messages and all associated processes. These are not suspension measures within the meaning of Clause 14.1 but rather measures for maintaining system security.

6 Metering data management

The BGM shall undertake to check the metering data made available to it by the distribution system operators and Swissgrid and to take an active role in finding and eliminating faults.

7 Calculating and billing the balance energy

Swissgrid shall calculate the balance energy volume of the balance group each month and notify the BGM of these billing amounts and credits for balance energy.

Swissgrid calculates on a monthly basis the prices for balance energy based on a unit of 15 minutes and publishes them on the Swissgrid website (www.swissgrid.ch). In addition, Swissgrid publishes an indicative imbalance energy price as close as possible to real time.

Details of the balance energy price mechanism as well as the procedure and the data formats are described in the General Balance Group Regulations and the Technical Balance Group Regulations.

8 Remuneration, payment conditions and billing

The BGM shall provide remuneration for the services rendered by Swissgrid according to this Contract. The amount and the payment conditions shall be based on the General Balance Group Regulations.

9 Vetting of counterparties

The BGM shall ensure that all balance groups or market participants with whom it wishes to maintain schedule relationships are entitled to submit corresponding schedules in the relevant control area.

10 Opening the balance group to third-party schedule transactions

The BGM is obliged to open its balance group to ancillary service providers and generators assigned to its balance group for schedule transactions so that they have the opportunity to be able to offer ancillary services to Swissgrid.

11 Compliance with limits and the submitted consumption-, production and pumping forecast

The limits allocated to the BGM within the framework of the registration process must be adhered to. The BGM may request an adjustment of the limits within the meaning of the provision in Clause 2.2.3 of the General Balance Group Regulations. The originally assigned limits shall apply until the adjusted limits have been confirmed.

For balance groups with metering points and based on a consumption forecast to be created and sent by the BGM, Swissgrid may validate the created open position to check compliance with the aforementioned limits. In addition, Swissgrid checks the plausibility of the consumption forecast itself, as well as the production and pumping forecast. To this end, Swissgrid shall refer to the defined plausibility values for consumption, production and pumping within the meaning of Clause 2.1 of the General Balance Group Regulations.

12 Obligation to cooperate and to provide information

Both Parties are obliged to immediately inform the other party (contact office for operational issues) in advance by phone and/or by e-mail of any new information and of incidents and any action taken that are relevant for the conclusion and the implementation of this Contract.

If Swissgrid identifies long-term faults or failures in the transmission grid that make feed-in or feed-out impossible, it will inform the BGM immediately via phone and/or e-mail.

Swissgrid will inform the BGM in good time of planned shutdowns of systems that are required for balance group management. Swissgrid endeavours to limit planned shutdowns to an absolute minimum. Shutdowns take place in hours with as little as possible impact on running operations.

13 Adjustment of collateral

Collateral was demanded from the BGM within the framework of the registration process under Clause 3.1. Swissgrid is entitled to check the adequacy of the collateral at any time and to request adjustments if necessary according to Clause 2.4.3 of the General Balance Group Regulations.

14 Suspension and termination of the Contract

14.1 Suspension of the Contract

If an essential contractual obligation is breached, Swissgrid is entitled to suspend the balance group in question considering the proportionality. Likewise, Swissgrid may suspend the BGM if there is a justified concern on the part of Swissgrid, taking into consideration the specific circumstances, that the BGM will not fulfil its contractual obligations (e.g. the obligation to pay bills).

If the criteria for a suspension are met, Swissgrid will stop processing schedules at the latest with effect from the next schedule day. Swissgrid shall generally give the BGM an opportunity to explain the fundamental breach of the Contract before the date of the suspension.

The timing of the suspension shall be determined based on the following requirements to be met cumulatively: a suspension will be imposed on the earliest possible date

- on which no schedule messages are matched at Swissgrid for the respective schedule day of the BGM,
- on which no nomination of annual, monthly and merchant line rights for Swiss borders for the respective schedule day have been confirmed,
- no cross-border capacity right for Swiss borders has yet been confirmed for the respective schedule day within the meaning of an obligation and
- no spot or intraday trades took place on EPEX SPOT Switzerland for the respective schedule day.

Notwithstanding the abovementioned criteria, the BGM may be suspended from D-1, 3.30 p.m., if its schedules message is balanced.

Swissgrid shall not amend any matched schedules in the current schedule day unless market rules stipulate it.

The suspended BGM is obliged to comment in writing within three working days on the reasons for the breach of the Contract.

Essential contractual obligations in the aforementioned sense are obligations whose fulfilment ensures the proper execution of the balance group and schedule management. In particular, this includes

- a. compliance with the schedule submitted by the BGM,
- b. compliance with the limits as defined by Clause 2.2 of the General Balance Group Regulations,
- c. the duty to pay remuneration on time,
- d. submission of the consumption-, production and pumping forecast for balance groups with metering points and therefore, for example, also compliance with the plausibility values for consumption, production and pumping within the meaning of Clause 11,
- e. provision of permissibly (subsequently) demanded collateral within the meaning of Clause 13,
- f. compliance with instructions in the context of maintaining network security,
- g. the obligation to provide an operational contact office within the meaning of Clause 20.3 or the General Balance Group Regulations and the availability thereof to the agreed extent and
- h. updating or providing the required information within the meaning of Clause 3.3.

Suspension may also take place if at the time of concluding the Contract Swissgrid would be entitled to refuse the Contract under the same circumstances. If a corresponding reason for rejection emerges during the current contractual relationship, Swissgrid may initially suspend the Contract and then extraordinarily terminate it without notice.

Swissgrid shall undertake to lift the suspension immediately as soon as the BGM fulfils its essential contractual obligations again and can prove that this will be the case also in the future. This does not apply if Swissgrid has irrefutable reason to believe that the BGM will again breach essential contractual obligations within the meaning of this provision as soon as the suspension is lifted.

In the event of a suspension and in the event of the lifting of the suspension, Swissgrid shall inform the BGM to be suspended and publish the deactivation/activation of this balance group on the website. Swissgrid is also entitled to inform market participants.

14.2 Ordinary termination of the Contract

The Contract can be terminated by either party, in each case at the end of a month, subject to a period of notice of termination of three months.

If a balance group is not used for more than twelve months, Swissgrid contacts the BGM to clarify whether the BG will be further used in the future. In case that the BGM does not confirm the further use the BG Swissgrid is entitled to terminate the Contract subject to a period of notice of one month.

Termination shall be declared by registered letter.

14.3 Extraordinary termination of the Contract

This Contract may be terminated for cause without notice.

Good cause shall be deemed to exist, in particular, if essential contractual obligations (cf. Clause 14.1) are seriously breached despite a warning.

A breach is particularly deemed serious if the party in question has repeatedly breached an essential contractual obligation within the meaning of Clause 14.1. A prior suspension is not a mandatory requirement for termination.

The issue of a warning may be waived in exceptional cases

- if the balance group has been previously suspended and the BGM was informed about the possibility of extraordinary termination on the occasion of suspension or
- if the circumstances or the conduct of the party to be terminated suggest that a warning is not likely to have an effect or
- that the party to be terminated will foreseeably not be in a position to fulfil its obligations in the future.

If one party is adjudged bankrupt or other insolvency proceedings are initiated against it, in particular a moratorium on debt enforcement or deferment of debt, or it declares itself insolvent, the other party is entitled to dissolve this Contract without a prior warning via extraordinary termination.

Termination shall be declared by a registered letter. This in itself is legally binding. The declaration received first shall trigger the legal consequences within the meaning of Clause 14.4.

14.4 Consequences of termination

On the date when the termination takes effect (within the meaning of Clauses 14.2 or 14.3) the balance group of the BGM will be dissolved and deactivated.

As of this time, no more feed-in or feed-out points can be assigned to this balance group.

In the event of extraordinary termination or other problems with the BGM, the suppliers, producers and end users will be assigned to the general supplier.

In the event of the termination of this Contract, the BGM's right to submit schedule messages shall expire at the time when the termination takes effect (within the meaning of Clauses 14.2. or 14.3). The last schedule messages may be submitted (incl. Post Scheduling) on the final schedule day of the period of notice of termination.

In the event of an extraordinary termination, the BGM's right to submit schedule messages expires with immediate effect (time of receipt of the notice of termination) and any schedule messages already submitted may be declined.

The list of active balance groups on the Swissgrid website (www.swissgrid.ch) will be adjusted accordingly at the latest at the end of the period of notice of termination, cf. Clause 16.2. In the event of an extraordinary termination, all BGMs will be informed immediately of the dissolution of the balance group.

The BGM itself is also obliged to immediately inform suppliers and generators affected by the dissolution of the balance group and any other market players affected (e.g. exchanges). Swissgrid may inform all distribution system operators in the Swiss control area as well as the neighbouring TSOs about the dissolution of the balance group.

All rights and obligations of the Parties arising prior to the end of the period of notice of termination shall be carried out as stipulated in the Contract and remunerated accordingly.

15 Liability

Liability is based on the relevant statutory provisions and is limited to the damage incurred at most. Any further liability is excluded; in particular liability for lost profit, indirect damages, consequential damages and force majeure as well as slight and moderate negligence is excluded. This exclusion also applies within the bounds of what is legally permissible to claims arising from extra-contractual liability. Swissgrid is also not liable for damage arising in the context of the mandatory performance of a service.

In particular, any liability on the part of Swissgrid for direct and indirect damage caused to the BGM due to other measures to ensure secure transmission system operation pursuant to Art. 20 para. 2 lit. c in conjunction with Art. 20a StromVG. Art. 20a StromVG is excluded.

In the case of extra-contractual claims, liability is excluded for pecuniary damage unless it is the direct result of a criminal offence.

16 Confidentiality, consent to data processing and publication

16.1 Confidentiality

Both Parties shall undertake to keep confidential all information and documents obtained in connection with this Contract that are not accessible or generally known to the public. The Parties are responsible for ensuring that all their employees and auxiliary personnel also comply with these provisions.

Forwarding of information to the authorities as a result of a legal obligation or official directive is excluded.

Operational data may only be disclosed for the purpose of managing operational processes. Those receiving the data must be bound by confidentiality by the BGM.

The Parties expressly acknowledge that the obligation of secrecy also applies after the dissolution of the Contract, irrespective of who dissolved the Contract and for what reasons.

The Parties must comply with the provisions of the Swiss Data Protection Act when processing data.

Swissgrid is expressly permitted to use data as part of its duties in accordance with the applicable Swiss Energy Act, the Electricity Supply Act and the relevant ordinances as well as in the context of orders transferred to it by public authorities.

The BGM also agrees to allow the necessary exchange of information between Swissgrid and third parties (e.g. other BGMs or DSOs) in the context of fulfilling this Contract.

The BGM agrees that the existence of its balance group and its activation and deactivation date in the Swissgrid control area will be published on the Swissgrid website (www.swissgrid.ch).

16.2 Publication

The BGM hereby agrees that Swissgrid may in particular report on the following circumstances in connection with the execution of the Contract on the Swissgrid website (www.swissgrid.ch):

1. Active balance groups, stating the company name, EIC or ACER code, postcode and town/city
2. Balance groups to be activated in the future, stating the company name, EIC or ACER code, postcode and town/city, if possible specifying the activation date
3. Balance groups to be deactivated in the future or deactivated balance groups, stating the company name, EIC or ACER code, postcode and town/city, if possible specifying the deactivation date

Balance groups in which metering points are installed within Switzerland are indicated.

17 Legal successor

Both Parties shall undertake to transfer the contractual relationship, with all its rights and obligations, to a potential legal successor. The other party must be informed of the transfer in advance in writing.

The BGM will only be released from the obligations of this Contract when the legal successor has declared its entry into the Contract in writing, has met all the requirements for establishing a balance group, has completed the registration process and furnished any collateral, and Swissgrid has agreed to the transfer of the Contract. Either party can refuse to agree to the transfer if the legal successor is not in a position to meet the obligations of this Contract.

18 Written form

No verbal supplementary agreements have been reached. Other or supplementary agreements or amendments to this Contract as well as the termination of this Contract must be in writing. This also applies to the amendment of this clause.

19 Severability

Should one or several of the provisions of this Contract be or become null and void or invalid, this shall not affect the validity of the remaining provisions of this Contract. The Parties shall undertake to replace the null and void or invalid provision immediately with a new effective regulation that comes as close as legally possible to the intention and purpose of the null and void or invalid provision.

The intention and purpose of this Contract must be amended accordingly if loopholes appear.

20 Contact offices, ensuring accessibility

20.1 Swissgrid contact office

The contact addresses for messages and queries regarding this Contract will be communicated to the BGM after concluding the Balance Group Contract.

All the necessary documents and contact addresses can also be found on the Swissgrid website (www.swissgrid.ch).

20.2 BGM contact office

The BGM must notify Swissgrid of its contact offices for all queries relating to this Contract. The contact addresses for messages and queries regarding this Contract are listed in Appendix 3. Details can be found in the General Balance Group Regulations.

20.3 Ensuring accessibility

The contracting Parties shall ensure that the contacts specified in Appendix 3 are accessible to the extent required to duly fulfil their contractual duties and are entitled to submit or take receipt of schedule messages or corrections or other information for the proper handling of the balance group. Details of the extent of the accessibility are dealt with in the General Balance Group Regulations.

21 Applicable law and place of jurisdiction

21.1 Applicable law

This Contract is subject to **Swiss** substantive **law** to the exclusion of the Convention on Contracts for the International Sale of Goods (CISG).

21.2 Place of jurisdiction

Due to the public law nature of this agreement, the parties assume that ECom is responsible for disputes arising from this agreement.

In proceedings before ECom, the parties waive the defence that ECom does not have jurisdiction.

In the event that ECom is declared legally incompetent, the place of jurisdiction shall be the registered office of Swissgrid AG, subject to any other mandatory jurisdiction.

22 Duration of the Contract

This Contract enters into force on 01.01.2026 and is valid for an indefinite period.

23 Amendment of the Contract

23.1 Amendments in the event of mandatory requirements

Swissgrid is entitled to amend this Contract, including the relevant appendices, unilaterally with a lead time of 30 days provided a change is necessary in order to conform to relevant laws or ordinances and/or legally binding requirements of courts as well as, where appropriate, the Swiss Federal Electricity Commission and/or the generally recognised technological standards. If absolutely necessary, an amendment can also be made with immediate effect.

Swissgrid shall inform the BGM immediately in writing and by e-mail at the contact office for general queries listed in Appendix 3 about the amended conditions.

23.2 Amendments in other cases

Swissgrid is also entitled to amend this Contract, including the relevant appendices, unilaterally for the future provided Swissgrid has a justified interest in an amendment of the contractual structure. Swissgrid shall inform the BGM about the amended conditions at least 30 days before the new provisions enter into force in writing and by e-mail at the contact offices listed in Appendix 3.

23.3 Termination in the event of a contractual amendment

Should significant economic disadvantages arise for the BGM as a result of the amendment(s) with respect to its Contract, the BGM is entitled to terminate its Contract as of the date when the amended provisions take effect, provided the proper implementation of the Contract is not jeopardised as a result of this. Should it not be possible to terminate the Contract at the time of taking effect, termination shall take effect on the next possible date. Termination shall be declared ten days before the effective date. The provisions under Clause 14 shall be taken into account accordingly. Compensation is excluded.

24 Official language of the Contract

This Contract is drawn up and signed in the language requested by the BGM (German, French, Italian or English). Versions in French, Italian and English are translations of the German version. In the event of discrepancies between the German version and a translated version, the regulations of the German version take precedence. The definitive German version as well as the translated versions in French, Italian and English are available to view and download on the Swissgrid website (www.swissgrid.ch).

25 Number of Contract copies

This Contract has been drawn up in duplicate. Each party shall receive one copy.

Swissgrid Ltd.

place / date

name: **Bastian Schwark**
function: Head of Market Operations

name: **Marc Rüede**
function: Head of Balance Group & Sched. Services

Comany name

place / date

name:
function:

name:
function: