



**Rules and Regulations
for the
Auctioning of Cross-Border Electricity Transfer Capacity
on the
Extra-High-Voltage Interconnectors
between the Control Areas of APG and Switzerland
by
Austrian Power Grid AG (APG)
and
swissgrid ag (Swissgrid)**

Version 1.0

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CHAPTER 1: COMMON PROVISIONS

Section I. Introduction

Article 1.01 General context

The following Auction Rules set out the terms and conditions which govern the Allocation via Auctions of Available Capacity both directions on the Country border of Switzerland and Austria. This Auction mechanism is not motivated by commercial interests, but is intended to provide a means of managing congestion based on market mechanisms.

Capacity is auctioned in the form of Physical Transmission Rights (PTRs) of electrical energy on a yearly, monthly, and daily basis.

The Auction is in respect of Capacity only. Participants can invoke no other right than that Capacity is made available to them in accordance with the provisions set out in the Auction Rules AT-CH.

Furthermore in the framework of the European project to create common rules for the internal market and in order to facilitate market integration and harmonization for the cross border congestion management, TSOs of the geographical area concerned have agreed to assign all currently performed explicit auctions in respect of yearly, monthly and daily Capacities, Secondary Capacity Market and related settlement to CASC S.A., the joint company constituted by TSOs of the CWE Region.

Article 1.02 Auction Rules AT-CH

The Auction Rules AT-CH describe the different types of Auctions, the conditions for participating in, the Auction procedures, the attribution of Allocated Capacities, their conditions of use and the Secondary Capacity Market.

In the event of an inconsistency between the Auction Rules AT-CH and the Nomination Contracts, for matters relating to the implementation of Auctions and the Secondary Capacity Market on the Border Austria - Switzerland, the Auction Rules AT-CH shall prevail.

Article 1.03 Auctions

Auctions concern only Available Capacity on a yearly, monthly, and daily basis. They are explicit closed Auctions, comprising a single round. Auction payment is made according to a Marginal Price.

A Bid that is selected following an Auction is binding upon the respective TSOs and the Participant: TSOs are required to provide the Participant with the Capacity corresponding to the Allocated Capacity in accordance with Article 2.07 and Article 2.08 and the Participant is required to pay the amount based on the Marginal Price resulting from the Auction.

The Participant thus acquires PTRs to electricity under the conditions set out in the present Auction Rules AT-CH, which it may exercise with the concerned TSOs according to the conditions of the present Auction Rules AT-CH and the procedures set down in the respective Nomination Contracts.

The Articles specific to Auctions are included in Chapter 2.

Article 1.04 Recovery of payments

The importance of interconnections for the opening of the European electricity market requires strict rules, in particular with regard to the collection of payments and default consequences. Capacity must not remain too long in the possession of those who do not pay the price for which it had been made available to them in an Auction. Payments in respect of the Allocated Capacities will therefore be collected automatically in accordance with Article 4.03.

The Joint Auction Office has a mandate from the concerned TSOs to recover Auctions payments.

If such payment is due, the Participant is only officially released from its obligations once it has credited the Business Account with the appropriate amount and the Joint Auction Office has collected it from the Business Account.

A claim made by the Participant against a TSO and/or the Joint Auction Office does not relieve the Participant from the obligation to settle Auction payments owing to the Joint Auction Office. No set-off may be made between the amounts owed by/to the Participant and the amounts owed by/to the Joint Auction Office.

No set-off may be made between the amounts owed by/to the Participant by/to the TSOs on the one hand and the amounts owed by/to the Participant by/to the Joint Auction Office on the other hand.

Section II. General

Article 2.01 Definitions and interpretation

(a) Definitions

The terms used in the Auction Rules AT-CH and its Appendices, and which begin with a capital letter, have the meanings attributed to them below:

Allocation or Allocate:	The process by which the Joint Auction Office attributes Capacity to the Participant in response to a Bid Notified by the Participant. There are several Allocations for different timeframes.
Allocated Capacity:	The Capacity acquired following an Auction.
APG:	Austrian Power Grid AG IZD-Tower Wagramer Straße 19 1220 Wien AUSTRIA Commercial register number FN 177696 v
Appendix:	An appendix to the Auction Rules AT-CH.
Article:	An article of the Auction Rules AT-CH.
Auction:	The mechanism used to Allocate Capacity via explicit Yearly Auctions and/or Monthly Auctions and/or Daily Auctions, as described in Chapter 2.
Auction Rules AT-CH:	The present Rules for Capacity Allocation by explicit Auctions for the Border Austria - Switzerland in both directions on yearly, monthly and daily basis.
Auction Specifications:	The specific characteristics of an Auction, including notably the Product made available for Auction, the Day of the Auction, the Auction session opening and closing times, the conditions that Bids must meet in order to be accepted, the conditions for Notifying the Results of the Auction and the deadlines for contestation.
Auction Tool:	The IT system, managed by the Joint Auction Office, used to receive Bids from Participants, process them and return the Results. A description of the Auction Tool is provided in the documentation available on the Joint Auction Office's Website.
Auction Partners:	The Auction Partners are Swissgrid and APG.

Available Capacity:	The Capacity made available jointly by the respective TSOs for an Auction and which they guarantee under the terms of the Auction Rules AT-CH.
Beneficiary:	A Participant to which another Participant Transfers Capacity, in accordance with the mechanism described in Article 8.01.
Bid:	A pair (Capacity, Bid Price) offered by a Participant for a Block.
Bid Price:	The financial part of the Bid made by the Participant, expressed in Euros/MWh.
Bid Value:	The value of the Bid in Euros, equal to the product of the Bid Price, the duration in Hours of the corresponding Block and the Bid Volume.
Bid Volume:	The volume part of the Bid made by the Participant, expressed in MW.
Block:	A quantity of Megawatts made available at an Auction over a range of Hourly Periods and/or a range of Days.
Border:	A Country Border.
Business Account:	The dedicated business account opened by the Joint Auction Office on its own name and for its own account from which the valuation amounts related to the Allocated Capacities will be automatically collected by the Joint Auction Office.
Capacity:	A physical transmission right of electricity, defined by a value, expressed in whole Megawatts, over a Border in one or the other direction.
Chapter:	A chapter in the Auction Rules AT-CH.
CASC S.A.:	Capacity Allocation Service Company S.A. 2, rue de Bitbourg 1273 Luxembourg Hamm LUXEMBOURG Commercial register number B 142 282
Credit Limit:	The disposable balance on the Business Account of the Participant, the disposable balance being the funds in the Business Account minus the aggregate amount of debts payable to the Joint Auction Office, as blocked by the Joint Auction Office in accordance with Article 4.02, and released in accordance with Article 4.03(a), regardless whether or not these debts have been invoiced yet.

Daily Auction:	The Auctioning by the Joint Auction Office of Capacity per Hourly Period for a given Day.
Daily Product:	A set of Hourly Blocks sold during the Daily Auction.
Day or D:	A calendar day of a Period of twenty-four (24) Hours, beginning at 0:00:00 and ending at 23:59:59. The Days upon which the legal time changes (daylight saving time) will be composed of either twenty-three (23) Hours or twenty-five (25) Hours.
Declaration of Acceptance for Allocation Process (DoAA):	The declaration of a Participant to comply with the terms and conditions contained in the Auction Rules AT-CH, except the provisions regarding Nomination process. A sample of the standard declaration form can be found in APPENDIX 1. For registration process the accessible PDF form which can be found on the Joint Auction Office's website shall be used.
Declaration of Acceptance for Nomination Process (DoAN):	The declaration of a Participant to comply with all the provisions contained in the Auction Rules AT-CH related to the Nomination process, relevant for the specific interconnection and direction. A sample of the standard declaration form can be found in APPENDIX 2. For registration process the accessible PDF form which can be found on the Joint Auction Office's website shall be used.
E-Control:	The independent regulatory authority in the electricity and natural gas sector in Austria.
EICom:	The independent regulatory authority in the electricity sector in Switzerland (Elektrizitätskommission).
EIC Code:	ETSO Energy identification code, known by the Joint Auction Office and the TSOs.
Entitlement or Entitled:	The right to participate in Auctions and/or in the Secondary Capacity Market under the terms of Article 3.03.
Exchange Programme:	An exchange declaration established by a Nomination Agent in accordance with the Programming Authorisation and that specifies the power, expressed in Megawatts per Hourly Period, exchanged over a TSO Border in one direction or the other.
Fallback Participant(s):	The registered Participant(s) for a specific Country Border between which the Capacity will be split when the Fallback Mode of the Allocation by equal share is applied. The initial registration as Fallback Participant is defined in the Declaration of acceptance. This registration may however be modified in accordance with the form supplied in APPENDIX 5.
Force Majeure:	Has the meaning set forth in Article 5.06.

Functional Acknowledgement of Receipt:	An electronic message sent by the Auction Tool to indicate that the information has been correctly received by the Joint Auction Office.
Gross Negligence	An act or omission in disregard of due care to a severe degree.
Held Capacity:	The balance, for a given Product, at a given moment in time, between the Capacities acquired at the Auction and/or via the Secondary Capacity Market and the Capacities ceded via the Secondary Capacity Market and taking into account any Reductions in Held Capacities.
Hour or H:	CET official time or a Period of 60 minutes.
Hourly Block:	A quantity of Megawatts over a given Hourly Period.
Hourly Period:	A Period of one (1) Hour, the first (1 st) of each Day beginning at 0:00:00.
Information System or IS:	The Joint Auction Office's computer environment, which can be accessed by the Participant.
IS Rules:	The rules for access to the Information System and use of the applications of the Joint Auction Office, including their appendices and definitions as published on the Joint Auction Office's Website.
Joint Auction Office:	The entity in charge, among others, of Allocating the Available Capacity and of managing the Secondary Capacity Market, as described in Article 2.02.
Joint Auction Office's Website or Website:	The Internet site of the Joint Auction Office.
Marginal Price:	The lowest Bid Price selected for a Block at an Auction.
Megawatt or MW:	The unit of electrical power expressed in megawatts.
Monthly Auction:	The Auctioning by the Joint Auction Office of Capacity covering a Period from the first Day to the last Day of a calendar month.
Monthly Product:	The Block sold at an Auction from 0:00:00 to 23:59:59 from the first Day to the last Day of a calendar month. The auction partners reserve the right to introduce to split the Monthly Product up into a base and a peak product.
Nomination:	The Exchange Programme sent by a Nomination Agent, to one of the two concerned TSOs, relating to the power, expressed in MW, that it wishes to use under a Programming Authorisation.

Nominate	The sending of Nomination.
Nomination Agent:	A legal entity designated by the Participant to Nominate an Exchange Programme to one of the two concerned TSOs, under Programming Authorisation.
Nomination Contract(s):	The contract between the Auction Participant and Swissgrid regarding the formation and management of balance groups (Bilanzgruppen).
Notification or Notify:	The transmission of information between the Participant and the Joint Auction Office under the conditions set out in Article 5.01.
Participant:	A legal entity which has signed the DoAA and the DoAN
Participant's Financial Agreement	The agreement between the Joint Auction Office and a Participant, setting forth their respective rights and obligations concerning the Business Account.
Party or Parties:	The Joint Auction Office and/or a Participant.
Payment Account:	The bank account of the Participant in which the Joint Auction Office will credit the valuation amounts related to the Reductions in Held Capacities, the Reductions in Exchange Programmes, and the Resale of Capacity.
Payment Incident:	The event if the payment of a monthly instalment related to an Allocated Capacity at a Yearly Auction is not done in full within five (5) Working Days after the Notification of the lack of credit in accordance with Article 4.02.
Period:	A given length of time.
Power System:	The system made up of electrical networks, generating facilities connected to the said networks and which inject electrical energy, and consumption sites connected to the networks and which withdraw electrical energy.
Product:	A Block or set of Blocks sold at an Auction.
Programming Authorisation:	The total, for each TSO Border, for each Hourly Period of a given Day, of the Capacities acquired at a Yearly Auction, a Monthly Auction or a Daily Auction, and/or exchanged via the Secondary Capacity Market and taking into account, any Reductions in Held Capacities. The Programming Authorisation identifies clearly for each Capacity the Participant and the Nomination Agents.
Reduction or Reduce	The reduction in Held Capacities or Exchange Programmes as referred to in Article 2.07 and Article 2.08.

Resale or Resell:	The mechanism by which a Participant cedes Capacity via the Joint Auction Office to make it available at a new Auction, in accordance with Article 8.02.
Reseller:	The Participant which implements the Resale option.
Result:	The Capacity selected per Auctioned Block and the Marginal Price of each Block.
Safety of the Power System or Safety:	The extent to which the network can be operated normally, limiting the number of incidents, avoiding major incidents and limiting their consequences where they do occur.
Secondary Capacity Market	The mechanisms of Transfer and Resale as described in Section VIII, enabling a Participant to acquire or cede Capacity which was initially Auctioned.
Swissgrid	swissgrid ag Dammstrasse 3 5070 Frick SWITZERLAND Commercial register number CH-400.3.026.187-4
Transfer:	The mechanism by which a Participant passes over Capacity to another Participant in accordance with Article 8.01.
Transferor:	The Participant which implements the Transfer option.
Transmission System Operator(s) or TSO(s):	Swissgrid and/or APG.
TSO Designation:	The process that identifies on which TSO Border the Held Capacity on a specific Country Border will be Nominated.
Working Day:	Every weekday from Monday to Friday except of official public holiday in Luxembourg.
Working Hour:	Every hour on a Working Day from 08:30 to 17:00.
Yearly Auction:	The Auctioning by the Joint Auction Office of Capacity covering a Period from the first Day to the last Day of a calendar year.
Yearly Product:	The Block sold at Auction from 0:00:00 to 23:59:59 from the first Day to the last Day of a calendar year.

(b) Interpretation

The titles and headings of the present Auction Rules AT-CH are given for reference only, and in no way express the intentions of the Parties. They shall not be taken into account when interpreting the stipulations contained in the present Auction Rules AT-CH.

Article 2.02 The Joint Auction Office

The Auction Partners have decided to outsource their task of capacity allocation to a Joint Auction Office in charge of carrying out, on behalf of the TSOs but in its own name, the joint Allocation, by Auctions, in accordance with Chapter 2, of the Available Capacity on a yearly, monthly and daily basis.

The Joint Auction Office shall therefore, on behalf of the Auction Partners but in its own name, prepare and conduct the Auctions, manage the Secondary Capacity Market, provide all necessary information to the Participants, the Nomination Agents and TSOs and collect payments and/or pay according to Section IV.

CASC S.A. is jointly appointed by the TSOs as the Joint Auction Office. However, a change in the Joint Auction Office does not affect the rights and obligations resulting from an Auction, a Transfer or a Resale that has already taken place.

Article 2.03 Yearly, Monthly and Daily Auctions

Separate Auctions are implemented in both directions of the Country Borders in accordance with Chapter 2.

At the border Austria - Switzerland the following Auctions are run:

- For each direction, one (1) Yearly Auction for the Allocation of Capacities from the first Day to the last Day of each calendar year;
- For each direction, one (1) Monthly Auction for the Allocation of Capacities from the first Day to the last Day of each calendar month; In the case that the Monthly Product is split up into a base- and a peak product for each direction, two (2) Monthly Auctions for the Allocation of Capacities from the first Day to the last Day of each calendar month take place.
- For each direction, Daily Auctions for the Allocation of Capacities over each Hourly Period of a Day;

Article 2.04 Secondary Capacity Market

A Secondary Capacity Market has been established. On one hand, it enables the Transfer of Held Capacity between Participants and, on the other hand, it enables the Resale of Held Capacity to the Joint Auction Office. The Participant which has acquired Capacity at the Auctions must fulfil its financial obligations towards the Joint Auction Office, even if he Transfers all or part of its Capacity.

Article 2.05 Available Capacities

The Available Capacities are determined jointly by the concerned TSOs, taking into account the mutual influence of capacities allocated across the entire European electricity transmission system and the application of agreed capacity splitting rules between the different timeframes.

For the Monthly Auctions, the Joint Auction Office updates these Available Capacities to include the Capacities for Resale.

The Allocated Capacities at Yearly Auctions and Monthly Auctions and which are not Nominated are put at the disposal of the daily allocation in accordance with Article 9.06(b).

The daily Available Capacities take into account the net value of the Nominations in the framework of the Programming Authorisations related to yearly and monthly Capacities.

Participants are informed on the Joint Auction Office's Website of the Available Capacities for each Auction.

Article 2.06 Basis on which Available Capacities are made available for Auction

Available Capacities are made available for Auction in units of one (1) MW with a minimum of one (1) unit.

Yearly and monthly Available Capacities are made available for Auction for each respective Hourly Period of the entire calendar year and calendar month. Daily Available Capacities are put up for Auction per Hourly Period.

Article 2.07 Firmness of Capacities

Curtailments due to circumstances which do not constitute Force Majeure or which do not happen during Maintenance period(s) entitles the Participant to be compensated at 100% of the total

payments effectuated for the hours of curtailed Held Capacity (i.e. the Participant is compensated with the relevant Marginal Price which he paid for its Held Capacity).

In cases of capacity Curtailment following priority order is used:

1. Capacity allocation in Intraday allocation process and Capacity allocated in Daily auction.
2. Capacity allocated in monthly auction.
3. Capacity allocated in yearly auction.

Within each of the above listed groups of capacities, there will be used proportional Curtailment.

When Reduction in Held Capacities has to be applied, the Joint Auction Office, as soon as the information is available and at the latest before sending the Programming Authorisation, will:

- block momentarily (i.e. during operational manipulations for Reduction) all services related to the Secondary Capacity Market;
- cancel the Resales in accordance to Article 8.02(f);
- Reduce the resulting Held Capacities applying the method above.

The Joint Auction Office shall Notify the Participant, by electronic message, of the Reduced Capacities and, as soon as possible, the reasons which caused that Reduction. The Joint Auction Office shall publish on its Website, as soon as possible, in the event of a Reduction, the reasons which caused that Reduction.

The financial conditions of these Reductions are specified in Article 4.01.

Swissgrid and/or APG shall not be held liable for non-performance, defective performance or delayed performance of obligations arising from these Auction Rules if and to the extent that said non-performance, defective performance or delayed performance is due to circumstances over which the obliged party has no influence, including but not limited to Force Majeure or other circumstances the relevant party is not responsible for and which cannot be solved by measures which, from a technical, financial and/or economic point of view, can reasonably be taken by Swissgrid and/or APG.

Article 2.08 Publications

The Joint Auction Office shall publish and update when necessary the following information on its Website:

- the present Auction Rules AT-CH and their Appendices, along with any amendments as necessary;
- official public holidays in Luxembourg;
- details of the implementation of Auctions;
- names, phone and fax numbers and e-mail addresses of persons to be contacted at the Joint Auction Office;
- the forms to be sent by Participants;
- the dates for Yearly and Monthly Auctions;
- the Auction Specifications and notably the Available Capacity for each Auction;
- the data resulting from Auctions, including the anonymous complete Bid curves;
- the number of Participants having obtained Capacity and the total number of Participants having taken part in the Auction;

Article 2.09 Currency

Bids, Prices, payment conditions, payments related to Auctions and the Secondary Capacity Market, as well as financial information, are expressed in Euros (€).

Section III. Conditions for participating in the Auctions and in the Secondary Capacity Market

Article 3.01 Registration

(a) Declaration of Acceptance

Prior to an Auction, a Transfer or a Resale, the legal entity wishing to participate in an Auction or in the Secondary Capacity Market shall register with the Joint Auction Office, by submitting two (2) duly completed and signed copies of the DoAA and one (1) duly completed and signed copy of the DoAN. The DoAA will then be returned to applying legal entity, countersigned by the Joint Auction Office, thereby certifying that the legal entity is registered as a Participant.

Legal entities wishing to adhere to the Auction Rules AT-CH may not hold more than one (1) DoAA.

(b) Participant commitments

By signing a DoAA and a DoAN, the Participant shall comply with the respective provisions contained in the Auction Rules AT-CH.

The Participant shall keep the information contained in its DoAA and DoAN up to date, and notify the Joint Auction Office of any changes in this information no later than five (5) Working Days before they take effect.

Article 3.02 Financial guarantees

For each party seeking for Entitlement to participate in Auctions and/or in the Secondary Capacity Market, a dedicated Business Account will be opened at the bank selected by the Joint Auction Office, allowing the Joint Auction Office to withdraw money in respect of the Allocated Capacities directly from that Business Account. The Business Account remains the property of the Joint Auction Office.

At all times, the Business Account shall contain a positive disposable balance, the disposable balance being the funds in the Business Account minus the aggregate amount of debts payable to the Joint Auction Office, as blocked by the Joint Auction Office in accordance with Article 4.02, regardless whether or not these debts have been invoiced yet.

The Participant must credit the appropriate amount on the Business Account in accordance with Article 4.02. Any bank charges or interests relative to the Business Account are to be borne by or credited to the Participant on the Business Account.

As is indicated in more details in the Participant's Financial Agreement, which will set forth all of the rights and obligations of the Parties with respect to the Business Account, the funds on the Business Account are blocked, which means that the Participant shall make a request to the Joint Auction Office if the Participant wishes to withdraw money from the Business Account. The agreement of the Joint Auction Office following such request will depend in particular on the disposable balance of the Participant.

The Participant's Financial Agreement is available on the Joint Auction Office's Website.

Article 3.03 Entitlement

In order to be entitled to participate in the Auctions and/or in the Secondary Capacity Market, the Participant shall:

- meet the conditions set out in Article 3.01 and Article 3.02; and
- be recognized by the Austrian regulatory authority as representative of a balance group or has signed a membership to an Austrian recognized Balance Group; and
- have signed a Nomination Contract with Swissgrid; and
- have signed the Participant's Financial Agreement; and
- have an EIC Code; and
- undertake to behave as a professional, preventing from any action which may lead to the damaging or reduction in effectiveness of the Auction Tool and/or Information System (it being understood that such an action is deemed to happen in case of any behaviour that can be assimilated to an attack on the Information System such as, but not limited to, deny of service, spam, virus, brute forcing, trojan horse attack, DoS attack, ping of death attack, sniffing and spoofing, dictionary attack, ...); and

- not be under a Payment Incident as set out in Article 4.03(d)

Entitlement is effective on the date indicated in the DoAA countersigned by the Joint Auction Office.

Entitlement is granted for an undefined Period and may be suspended or withdrawn in accordance with the provisions of Article 3.04.

Article 3.04 Suspension and withdrawal of Entitlement

(a) Suspension of Entitlement by the Joint Auction Office

The Participant's Entitlement may be suspended by the Joint Auction Office if at least one (1) of the conditions listed in Article 3.03 is no longer met, without prejudice to the terms of paragraph (b) of the present Article.

The Notification of the suspension indicates:

- the reasons for the suspension; and
- the action(s) that should be taken by the Participant to remedy the situation that causes the suspension and to avoid the suspension; and
- the time limit within which these action(s) should be taken.

Suspension of Entitlement takes effect on the date and time indicated in the Notification of the suspension of Entitlement, unless the Participant has remedied the situation that causes the suspension within the notified time limit.

Any suspension of a Participant's Entitlement will be communicated to ECom and E-Control at the latest within the two (2) Working Days as from the Joint Auction Office knowledge thereof. This communication will enclose the reasons which caused that suspension.

If the Joint Auction Office suspends a Participant's Entitlement, the Participant may no longer take part in Auctions and/or in the Secondary Capacity Market. Any Held Capacity that has not yet been nominated may no longer be nominated and/or transferred and/or resold. The Capacities released as a result are put at the disposal of the Monthly or Daily Auctions on a Day-by-Day basis.

Suspension of Entitlement does not exonerate the Participant from its payment obligations in accordance with Section IV, including for Capacities of which it loses the benefit. The Participant may not claim any indemnity as a result of the application of the present stipulation.

The Participant shall be Entitled again on the Day after the Working Day on which the Joint Auction Office observes before 15:00, that the conditions set out in Article 3.03 have once again been met.

When the Participant's Entitlement has been restored, the Held Capacity prior to the suspension of Entitlement, related to a Period after the restoration of the Entitlement, and which has still not been Nominated may again be nominated, transferred or resold. The Participant shall also be able to again take part in Auctions and in the Secondary Capacity Market.

(b) Withdrawal of Entitlement by the Joint Auction Office

A Participant's Entitlement is withdrawn by the Joint Auction Office in the event of the bankruptcy, liquidation or dissolution of the Participant.

The withdrawal of Entitlement takes effect on the date indicated in the Notification of the withdrawal of Entitlement, which indicates the reasons for the withdrawal.

If the Joint Auction Office withdraws a Participant's Entitlement, the said Participant may no longer take part in Auctions or in the Secondary Capacity Market. Any Held Capacity that has not yet been nominated may no longer be nominated or transferred or resold. The Capacities released as a result are put at the disposal of the following Auctions.

Withdrawal of Entitlement does not exonerate the Participant from its payment obligations in accordance with Section IV, including Capacities of which it loses the benefit. The Participant may not claim any indemnity as a result of the application of the present stipulation. If Entitlement is withdrawn, DoAA and DoAN are automatically terminated.

The Participant whose Entitlement has been withdrawn at the initiative of the Joint Auction Office may not claim status as a Participant at a later date.

(c) Withdrawal of Entitlement by the Participant

The Participant may request the withdrawal of Entitlement at any time, in order to terminate its participation in the Auction Rules AT-CH.

Any such request must be made by registered mail with acknowledgement of receipt in accordance with APPENDIX 4.

The withdrawal of the Participant's Entitlement takes effect ten (10) Days after the Joint Auction Office receives Notification of the request for withdrawal by the Participant.

If Entitlement is withdrawn at the request of the Participant, he may no longer take part in Auctions or in the Secondary Capacity Market. Any Held Capacity that has not yet been Nominated may no longer be Nominated or Transferred or Resold. The Capacities released as a result are put at the disposal of the following Auctions.

Withdrawal of Entitlement does not exonerate the Participant from its payment obligations in accordance with Section IV, including Capacities of which he loses the benefit. The Participant may not claim any indemnity as a result of the application of the present stipulation.

However, if the Participant considers that the Joint Auction Office has not fulfilled one or more of its essential contractual obligations and wishes to withdraw its Entitlement:

- he sends a notice of default to the Joint Auction Office by Notification, demanding that the essential contractual obligations be fulfilled;
- if there is no response to this notice of default within ten (10) Days, the Participant may request the withdrawal of its Entitlement by Notification with immediate effect from the time of receipt by the Joint Auction Office. This Notification will state the reasons for the request for withdrawal.

If the Joint Auction Office has not fulfilled its essential contractual obligations, the Entitlement is withdrawn and the amount for acquisition of the Capacity is not due from the date of withdrawal of Entitlement onwards.

In either of these cases where Entitlement is withdrawn at the Participant's initiative, DoAA and DoAN are automatically terminated.

The Participant which Entitlement has been withdrawn at its own initiative and under the terms of the present Article, may again claim Participant status by following the Auction Rules AT-CH procedure.

Section IV. Financial provisions

Article 4.01 Valuation

The valuations of the different elements listed below are exclusive of tax. They will be increased to include the taxes and levies in force.

(a) Of Allocated Capacities at Auctions

Participants are required to pay the valuation amounts of Allocated Capacities at Auctions to the Joint Auction Office, even if the Allocated Capacities at Auctions are subsequently Resold or Transferred by the Participant via the Secondary Capacity Market.

The gross pre-tax valuation of an Allocated Capacity at an Auction is equal to the sum, by Hourly Period, of the products of:

- the Auction Marginal Price;
- the duration in Hours of the corresponding Block;
- the Allocated Capacity as it results from the Auction, i.e. after any fractioning.

For Allocated Capacities at Yearly Auctions, the valuation amount is divided into twelve (12) monthly instalments, each monthly instalment being one twelfth (1/12th) of the total amount, rounded down to the nearest Euro cent, with the balance in the last monthly instalment.

(b) Of Reductions in Held Capacities

Reductions of Held Capacities are defined in Article 2.07. The money is paid to the Participant which is the last owner of the Held Capacities.

(c) Of Resale of Capacity

The Capacity Resold at a Monthly Auction is remunerated at the Marginal Price of the Auction at which that Capacity was Resold, which might be zero.

Article 4.02 Payment deposits

All amounts referred to in this Article will have to be increased to include the taxes and levies in force.

Prior to an Auction, the Participant must credit the appropriate amount to the Business Account in order to avoid limitations in accordance with Article 6.02(c) and Article 7.01.

For Allocated Capacities at Yearly, Monthly or Daily Auctions, the entire valuation amounts, as calculated in Article 4.01(a), will be blocked by the Joint Auction Office from the moment the corresponding Capacity, in accordance with Article 7.01, is deemed to have been Allocated to the Participant and the Credit Limit will be immediately reduced in accordance.

Article 4.03 Invoicing and payment conditions

(a) Invoice and payment conditions

All amounts referred to in this Article will be increased to include the taxes and levies in force.

The valuation amounts of Allocated Capacities in the Yearly Auctions will be invoiced one-time to the Participant within 10 (ten) Working Days after the publication of the results of the Yearly Auctions according to Article 6.01 and will be collected automatically from the Business Account on the tenth (10th) Working Day after invoicing. As soon as this amount has been collected from the Business Account by the Joint Auction Office, it is no longer blocked. If the amount is not credited on the Business Account within a delay of five (5) Working Days following this Notification the Joint Auction Office will Notify the Participant of a Payment Incident to Article 4.03(d).

The valuation amounts of Allocated Capacities in the Monthly Auctions for use during the month M will be invoiced to the Participant on a monthly basis no later than on the seventh (7th) Working Day of month M+1 and collected automatically from the Business Account on the seventh (7th) Working Day of the month M+1. As soon as this amount has been collected from the Business Account by the Joint Auction Office, it is no longer blocked.

The valuation amounts of Allocated Capacities in the Daily Auctions for use during the month M will be invoiced to the Participant on a monthly basis no later than on the seventh (7th) Working Day of month M+1 and collected automatically from the Business Account on the seventh (7th) Working Day of the month M+1. As soon as this amount has been collected from the Business Account by the Joint Auction Office, it is no longer blocked.

The monthly valuation amounts of:

- Reductions in Held Capacities within the month M,
- Reductions in Exchange Programmes within the month M,
- Capacities Resold at Monthly Auctions for month M,
- Capacities Resold at Daily Auctions for day D,
- Compensation in the event of the cancellation after the end of the deadlines for contestation of an Auction for use of Capacity during month M.

will be sent via a credit note to the Participant on a monthly basis no later than on the seventh (7th) Working Day of month M+1 and paid by the Joint Auction Office on the Payment Account no later than on the twelfth (12th) Working Day of the month M+1.

Any bank charges relative to the settlement of the invoice are to be borne by the Participant.

(b) Issuance of Invoices and credit notes

No later than the seventh (7th) Working Day of each month M+1, the Joint Auction Office shall send to the Participant a statement of account including the amounts due for:

- Yearly Auctions Allocated Capacities for use during month M;
- Monthly Auctions Allocated Capacities for use during month M;
- Daily Auctions Allocated Capacities for use during month M.
- Reductions in Held Capacities or Exchange Programmes applied during month M;
- Capacities Resold at Monthly Auctions for month M;
- Capacities Resold at Daily Auctions for day D
- Compensation in the event of the cancellation after the end of the deadlines for contestation of an Auction for use of Capacity during month M.

The charges due for Daily Auctions are all invoiced all at once and grouped together on a single line per Daily Auction. The unit prices indicated on the invoice are therefore average prices provided as an indication only.

The charges due for Monthly Auctions are invoiced all at once.

The charges due for Yearly Auctions are invoiced on a monthly basis: 1/12th of the gross valuation rounded down the nearest Euro cent each month for eleven (11) months, with the balance due in the twelfth (12th) month.

Invoices are Notified to the Participant at the address indicated in the DoAA.

The Participant Notifies the Joint Auction Office of any changes in its invoicing address. Such change will take effect on the first (1st) Day of month M+1, on condition that Notification of the change has been received at least seven (7) Working Days before the end of Month M.

(c) Claim related to an invoice

To be admissible, any claims made relating to an invoice must be Notified by registered letter with acknowledgement of receipt to the Joint Auction Office, within thirty (30) Days of the invoice's date of issue. Beyond this Period, the invoice will be deemed to have been accepted by the Participant. The above-mentioned registered letter must contain a precise and detailed description of the reasons for the objection to the invoice.

A claim in no way relieves the Participant from the obligation to pay the invoice in accordance with the terms of paragraph (a) above.

If the claim proves to be justified, reimbursement will be made, including interest. The rate of interest, determined on the Day on which the invoice is sent, is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus seven (7) percentage points. The interest is applied from the first (1st) Day following the date of payment by the Participant of the unjustified amounts up to the date of payment by the Joint Auction Office of the reimbursement of the unjustified amounts.

This interest will be increased to include any applicable taxes and levies.

(d) Payment Incident

If the payment of Allocated Capacity at a Yearly Auction is not done in full within five (5) Working Days after the Notification of the lack of credit in accordance with Article 4.02, the Joint Auction Office will register this and notify the Participant of a Payment Incident.

As a consequence of the Payment Incident, the Participant's Entitlement will be suspended pursuant to Article 3.04.

Interest for late payments will be charged and invoiced to the Participant without further notice on all amounts due and not paid by it at the due date for payment. Such interest will be at the rate of seven (7) percentage points per annum above the base lending rate of European Central Bank plc, and apply from the date due for payment until the date of actual payment. The minimum amount to be charged for late payment is €140. Interests will be increased to include taxes and levies in force.

The Payment Incident will run until the Participant pays on the Business Account all overdue amounts and all interests for late payments pursuant to this Article.

Section V. General provisions

Article 5.01 Notifications

All Notifications made under the Auction Rules AT-CH must be sent to the address specified in the DoAA or to any other address specified by one Party to the other Party, subject to the provisions of Article 4.03(b).

All Notifications shall be made by registered mail with acknowledgement of receipt or, if no specific form is required by the Auction Rules AT-CH, by any other means that enables the date of receipt by the receiving Party to be certified.

Article 5.02 Liability

This Article applies to damages resulting from a breach of any provision of the Auction Rules AT-CH.

This Article does not apply to the cancellation of an Auction after the end of the deadlines for contestation and to the Reduction in Held Capacities or in Exchange Programmes in the event of Force Majeure or for reasons linked to the Safety of the Power System in accordance to Article 2.07, Article 2.08 and Article 6.04, for which the compensation mechanism of Article 4.01(b) applies. The application of this latter compensation mechanism is strictly limited to the cases described in said Articles and does not extend to any breach of any provision of the Auction Rules AT-CH.

As a legal consequence of the fact that the Joint Auction Office is, pursuant to Article 2.02, acting on behalf of the TSOs but in its own name under the present Auction Rules AT-CH, the Joint Auction Office bears a contractual liability towards the Participants, whereas TSOs can only be held liable in tort towards the Participants.

Even in the case of Gross Negligence, the liability both contractual and in tort of Parties towards each other is limited to direct damages only.

The TSOs liability in tort, even in the case of Gross Negligence, vis-à-vis the Participant is limited to direct damages only.

No indemnification will be due unless the Party proves specifically that the damage suffered, resulted directly from the breach and that the Party took reasonable steps to mitigate the damages suffered.

Neither the TSOs nor the Joint Auction Office are responsible for the timely arrival of Bids and Transfer and Resale Notifications or if the Joint Auction Office is unable to contact the Participants via the channels foreseen in accordance with the Auction Rules AT-CH.

Article 5.03 Transfer of rights and obligations arising from the DoAA

Neither Party may transfer, in any way, any of the rights and obligations arising from the DoAA without the prior written consent of the other Party, without prejudice to the operations undertaken in relation to the Secondary Capacity Market.

In the event of a change in the Participant's legal status, such as a merger or a takeover or a change in the company name, the Participant shall notify the Joint Auction Office of the change by sending a registered letter with acknowledgement of receipt, as soon as possible, and in any event at least fifteen (15) Days before the date on which the change takes effect.

Article 5.04 Intellectual property

The signature of a DoAA does not confer any rights to patents, knowledge or any other form of intellectual property concerning information or tools made available or sent by one Party to the other under the terms of the Auction Rules AT-CH.

Article 5.05 Confidentiality

In compliance with the statutory and regulatory provisions applicable in Austria and Switzerland, DoAA, DoAN and any other information exchanged relating to its preparation and application, are confidential.

Moreover, each Party will determine by all means available any other information of any type or on any support, which it considers confidential, without prejudice to application of the Articles of the present Auction Rules AT-CH concerning publications which are made by the TSOs and/or the Joint Auction Office.

Without prejudice to the aforementioned statutory and regulatory provisions, the Party which receives such confidential information may only use it within the framework of the application of the DoAA and the DoAN. The confidential information may not be disclosed to a third party without the other Party's prior and expressed consent and subject to the strict condition that the Party has given assurance that such third party observes the same undertakings of confidentiality as those set out in the present Article.

These conditions shall not prejudice:

- the obligations to communicate to any Regulators, governments and/or other administrative authorities that might request such communication in relation to the exercise of their missions;
- the obligations to communicate to any court of law and arbitrators that might request such communication;
- the transmission by the TSOs and/or the Joint Auction Office of information for the purpose of accomplishing their missions or in relation to the contracts and/or rules with the foreign transmission system operators;

- the transmission by the TSOs and/or the Joint Auction Office of information to consultants (such as, legal, technical or other advisers), so long as they are not producers, suppliers, intermediaries or companies linked or associated therewith and that such consultants do work for the TSOs, the Joint Auction Office and/or one of the institutions mentioned above;
- the communication of information essential for technical or safety reasons;
- the obligation to publish data in accordance to the applicable law or as foreseen in the present Auction Rules AT-CH;

so long as, in each of these circumstances, the Party has given assurance that the recipient of the information observes the same undertakings of confidentiality as those set out in the present Article.

Moreover, the obligations arising from the present Article are not applicable:

- if the Party which receives the information can prove that at the time of disclosure, such information was already publicly available;
- if the receiving Party provides proof that, since the time of disclosure, the said information has been legally received from a third party or has become publicly available;
- to confidential information communicated, in accordance with the legal and regulatory provisions, in an incorporated form from which no item of information specific to a market player can be deduced;
- to information whose publication is explicitly provided for by the present Auction Rules AT-CH.

Each Party undertakes to take all the measures necessary to ensure compliance with the present obligation to confidentiality by its staff.

Each Party shall notify the other Party without delay of any violation of the obligations arising from the present Article.

The Parties shall comply with the present confidentiality obligation throughout the Entitlement Period and for a Period of five (5) years after Entitlement is withdrawn or suspended for whatever reason.

Article 5.06 Force Majeure

"Force Majeure" means any unforeseeable event or situation beyond the reasonable control of a Party, and not due to a fault of such Party, which cannot reasonably be avoided or overcome, and which makes it impossible for such Party to fulfil temporarily or definitively, its obligations hereunder in accordance with the terms of the Auction Rules AT-CH.

The obligations of a Party subject to the Force Majeure, with the exception of confidentiality obligations defined in Article 5.05, shall be suspended from the beginning of the Force Majeure.

The Party can in no circumstances be held responsible or held liable to pay any compensation for damage suffered, due to the non-performance or faulty performance of all or part of its obligations, when such non-performance or faulty performance is due to a Force Majeure.

The Party, which invokes Force Majeure, shall make every possible effort to limit the consequences and duration of the Force Majeure.

If a Force Majeure lasts for more than thirty (30) Days, the Joint Auction Office may suspend Entitlement of the Participant and/or the Participant may request the withdrawal of its Entitlement by sending Notification by registered mail with acknowledgement of receipt, with due explanation, if Force Majeure adversely affects the essential obligations of the Parties under the present Auction Rules AT-CH. The withdrawal or suspension of Entitlement will take effect on the date of receipt of the said Notification.

The withdrawal of Entitlement on grounds of Force Majeure automatically terminates the DoAA and the DoAN.

Article 5.07 Applicable law and language

The Auction Rules AT-CH are governed by Luxembourgian law.

Notwithstanding any translations that may be made, whether signed or not, the sole applicable language for questions of interpretation or application of the Auction Rules AT-CH is English.

Article 5.08 Settlement of disputes

In the event of a dispute regarding the interpretation or execution of the Auction Rules AT-CH, the Parties undertake to meet to look for an amicable solution.

To this end, the requesting Party shall send Notification to the other Party by registered mail with acknowledgement of receipt, indicating:

- the DoAA reference; and
- the reason for the dispute; and
- a proposal for a future meeting with a view to settling the dispute amicably.

If no agreement is reached or no response received within a Period of thirty (30) Days from the date of the aforementioned Notification, either Party may refer the matter to the Commercial Court in whose jurisdiction the Joint Auction Office is domiciled.

All disputes in connection with the Auction Rules AT-CH can also be settled by way of arbitration in accordance with the rules of arbitration of the International Chamber of Commerce, by three (3) arbitrator. Thereby each Party shall nominate (1) arbitrator. The chosen arbitrators shall then choose a third arbitrator who will then decide for one Party or the other. The arbitration decision is a final decision and, if needed, can be the subject of remedy.

Nothing in this Article shall preclude the Parties from applying for injunctive relief in summary proceedings ("procédure en référé") before the Commercial Court in whose jurisdiction the Joint Auction Office is domiciled.

Article 5.09 Duration and amendments

The Auction Rules AT-CH shall be valid from the date of the assignment of all auction operation's tasks to CASC S.A. being understood that from this date these Auction Rules AT-CH will replace and supersede the previous Auction Rules and all previous equivalent mechanisms used to allocate Capacity, in both directions, on the Country Border Austria - Switzerland. All the rights related to the Yearly and Monthly Capacities allocated under previous Auction Rules, will be governed by these Auction Rules AT-CH.

The Auction Rules AT-CH shall apply for an indefinite period of time but may be modified jointly, entirely or partly from time to time.

Moreover, the Auction Rules AT-CH are subject to legal and technical conditions at the time of their creation. In the event of a material change in these conditions, particularly following legal requirements, government action or rules imposed by regulatory authorities, or if improvements are made to the Auction process, the Auction Rules AT-CH will be modified as appropriate.

The modified Auction Rules AT-CH will take effect at the date mentioned in the modified Auction Rules AT-CH after advice and/or approval from all the regulators concerned, EICOM and E-Control, and will be published on the Joint Auction Office's Website and on the websites of the TSOs where applicable.

Amendments to the Auction Rules AT-CH have no impact on the validity of the DoAA and the DoAN. These declarations continue to be in force and include acceptance of the modifications made to the Auction Rules AT-CH, without prejudice to the Participant's right to request withdrawal of its Entitlement in accordance with Article 3.04(c).

Article 5.10 Invalidity of a clause

If any stipulation of the present Auction Rules AT-CH is deemed invalid for any reason, it does not affect the validity of the other stipulations of the Auction Rules AT-CH.

CHAPTER 2: AUCTIONS

Section VI. Auction process

Article 6.01 Auction calendar and process

(a) Yearly Auctions

The Joint Auction Office publishes on its Website, for information, a calendar setting the date of the Yearly Auction sessions for the border Austria-Switzerland, for the coming calendar year.

The Auction Specifications (including the Available Capacity at Yearly Auctions) are published on the Joint Auction Office's Website, on a Working Day no later than seven (7) Days before the Yearly Auction session.

Bids must have been Notified to the Joint Auction Office on the Day of the Yearly Auction in accordance with the Auction Specifications. Pre-bidding is possible as soon as the Auction Specifications have been published.

Bids submitted by Participants in accordance with Article 6.02 or, where applicable, with Article 6.03, are taken into account on the Day of the Yearly Auction.

Each Participant is informed of the Result of its Bids, in accordance with Article 9.01, no later than thirty (30) minutes after the Yearly Auction has closed. Data resulting from the Yearly Auction are published on the Joint Auction Office's Website no later than thirty (30) minutes after closure of the Yearly Auction.

However, in exceptional circumstances, the Joint Auction Office may announce on its Website Auction dates and Auction Specifications which deviate from the above. Justification of such modification will be published on the Joint Auction Office Website.

(b) Monthly Auctions

The Joint Auction Office publishes on its Website, for information, a calendar setting the dates of the Monthly Auction sessions for the border Austria-Switzerland for the coming calendar year.

The Auction Specifications (including the Available Capacity at Monthly Auctions) are published on the Joint Auction Office's Website, on a Working Day no later than seven (7) Days before the Monthly Auction session.

Bids must have been Notified to the Joint Auction Office on the Day of the Monthly Auction in accordance with the Auction Specifications. Pre-bidding is possible as soon as the Auction Specifications have been published.

Bids submitted by Participants in accordance with Article 6.02 or where applicable with Article 6.03, are taken into account on the Day of the Monthly Auction.

Each Participant is informed of the Result of its Bids, in accordance with Article 9.01, no later than thirty (30) minutes after the Monthly Auction has closed. Data resulting from the Monthly Auction are published on the Joint Auction Office's Website no later than thirty (30) minutes after closure of the Monthly Auction.

However, in exceptional circumstances, the Joint Auction Office may announce on its Website Auction dates and Auction Specifications which deviate from the above. Justification of such modification will be published on the Joint Auction Office Website.

(c) Daily Auctions

The Auction Specifications (including the Available Capacity at Daily Auctions) are published on the Joint Auction Office's Website, no later than 09:00 the Day before the Day concerned by the Capacity (D-1).

The Daily Auctions take place simultaneously for both directions.

Bids must have been Notified to the Joint Auction Office, for both directions, no later than 09:30.

Bids submitted by Participants in accordance with Article 6.02 or where applicable with Article 6.03, are taken into account on the Day of the Daily Auction.

Each Participant is informed of the Result of its Bids, in accordance with Article 9.01, no later than thirty (30) minutes after the Daily Auction has closed. Data resulting from the Daily Auction are published on the Joint Auction Office's Website no later than thirty (30) minutes after closure of the Daily Auction.

However, in exceptional circumstances, the Joint Auction Office may announce on its Website Auction dates and Auction Specifications which deviate from the above for all or some of the Country Borders. Justification of such modification will be published on the Joint Auction Office Website.

Article 6.02 Submitting Bids

(a) Format of Bids

Bids must be submitted in accordance with the formats defined in the documentation available on the Joint Auction Office's Website. Bids not submitted in the required format will not be taken into account.

Bids will be considered as unconditional and irrevocable after Auction session closing time, as defined in the Auctions Specification. Bids are subject to Functional Acknowledgement of Receipt. If the Joint

Auction Office does not issue a Functional Acknowledgement of Receipt for a Bid, the Bid in question is deemed not to have been submitted.

(b) Auction Tool

The Auction Tool enables Participants to submit Bids for a given Auction. The Participant accesses the Auction Tool according to the conditions set out in the documentation available on the Joint Auction Office's Website.

The last valid Bids submitted in the Participant's name is taken into account in the Auction algorithm.

(c) Limitation

Participants submit a maximum of twenty (20) Bids for an Auction.

Bids contain whole MW units, and Bid Prices in Euros per MWh expressed to a maximum of two (2) decimal places.

If one Bid submitted (or several Bids submitted at the same time) by a Participant for a specific Auction causes the total Bid Volume to (i) exceed the Available Capacity for a given Block or (ii) not to be compliant with the stipulations of Article 1.04, then this Bid (or these Bids) will be completely rejected.

For the Daily Auctions, all Bids submitted by a Participant for a specific Day, in which the sum of the Bid Values, increased to include the taxes and levies in force, for all concerned Country Borders, exceeds the Credit Limit of the Participant will be completely rejected.

Article 6.03 Fallback Mode for the Auctions

If the Bid submission conditions specified in Article 6.02 cannot be implemented for a given Auction, the Joint Auction Office Notifies the Participant, by an electronic message, via the Auction Tool and on the Joint Auction Office's Website or by fax, of the switch to Fallback Mode for the Auctions.

The Notification of the switch to Fallback Mode for the Auctions indicates which of the types of Fallback Mode defined in APPENDIX 3 has been adopted, and the new Auction Specifications that apply.

The Joint Auction Office may under no circumstances be held responsible if it is unable to contact the Participants via the channels above, or if it is unable to publish an announcement on its Website. Bids submitted prior to the switch to Fallback Mode for the Auctions are deemed invalid and must be submitted again according to the conditions stipulated in case of Fallback Mode for the Auctions.

If the conditions stipulated in the event of Fallback Mode for the Auctions cannot be implemented in time for a given Auction, this Auction is cancelled and Bids already submitted are automatically cancelled.

Article 6.04 Auction cancellation

In the event of unavailability or technical difficulties with the Auction Tool or the Information System, the Joint Auction Office may be forced to cancel an Auction:

- before and during the course of the Auction itself: Participants are informed by a message that appears directly on the Auction Tool and also by an electronic message ;
- after the Auction Results have been sent, in the event of erroneous Results: Participants are informed by an electronic message. The Results of the Auction are thereupon cancelled. If the cancellation of the Auction occurs after the end of the deadlines for contestation, the Participants will be indemnified in accordance with Article 4.01(b).

The Joint Auction Office Notifies the Participants as soon as possible of the reasons which caused the Auction cancellation. The Joint Auction Office publishes on its Website, as soon as possible, the reasons which caused the Auction cancellation.

Section VII. Determining the Auction Results

Article 7.01 Method for determining the Auction Results

The Auction Results are determined according to the following principles:

- If the total Capacity for which valid Bids have been submitted is equal to or lower than Available Capacity for the Auction in question, the Marginal Price is nil.

- If the total Capacity for which valid Bids have been submitted exceeds the Available Capacity for the Auction in question, the Marginal Price is equal to the lowest Bid Price selected in full or in part.
- The Auction Results are obtained using the resolution algorithm described below for each Block. This resolution algorithm is the one used by the Auction Tool.
 1. First, for each Auction Block, the Joint Auction Office ranks the Bid Prices in decreasing order;
 2. Only Bids that comply with the terms of Article 6.02 are taken into account in this ranking;
 3. The highest Bid(s) received for a Capacity requested which does(do) not exceed the Available Capacity is (are) selected. The residual Available Capacity is then allocated to the Participant(s) which has (have) submitted the next highest Bids Price, if the Capacity requested does not exceed the residual Capacity; this process is then repeated for the rest of the residual Available Capacity;
 4. If the Capacity requested under the next highest Bid Price is equal to or greater than the residual Available Capacity, the Bid is selected either in full, or partially up to the limit of the residual Available Capacity. The price of this Bid constitutes the Marginal Price;
 5. If two (2) or more Participants have submitted valid Bids with the same Bid Price, for a total requested Capacity which exceeds the residual Available Capacity, the residual Available Capacity is allocated in proportion to the Capacity requested in the Bids by these Participants, in units of at least one (1) MW. The Capacities attributed are rounded down to the nearest Megawatt. The price of these Bids constitutes the Marginal Price.
- For the Yearly Auctions, the Credit Limit of the Participants is checked* during the Auction iteration process against the amount resulting from the product of the Auction Marginal Price, the volume of selected Bids and the duration in Hours of the corresponding Blocks, and increased to include the taxes and levies in force. For the Monthly Auctions, the Credit Limit of the Participants is checked† during the Auction iteration process against the amount resulting from the product of the Auction Marginal Price, the volume of selected Bids and the duration in Hours of the corresponding Blocks, and increased to include the taxes and levies in force.

In the event that the Credit Limit of one (1) or several Participant(s) is not respected, for all winning bids of the Participant(s) for the concerned Auction iteration, a new Auction iteration will be run after elimination, for each Participant that did not respect its Credit Limit, of:

 - a. all non winning Bids;
 - b. one (1) by one (1), winning Bids, starting with the lowest Bid Price, until the Credit Limits are met.
- The Capacity is deemed to have been Allocated to a Participant from the moment when the Participant is informed of this.
- The resolution algorithm may lead to the last Bid selected for the Block being split, so as to ensure that the Block Capacity put up for sale is Allocated in full. Consequently, the Participant acknowledges and accepts that its Bid may be split according to the conditions described above.

* As the financial limitation mentioned in Article 6.02(c) applies on Bids for Daily Auctions, the present check is not needed.

† As the financial limitation mentioned in Article 6.02(c) applies on Bids for Daily Auctions, the present check is not needed.

Section VIII. Secondary Capacity Market

Article 8.01 Transfer of Capacity

(a) Features of the Capacity to be Transferred

Starting from two (2) Hours after the Results have been notified to the Participant, the Held Capacity, in the framework of a Yearly or a Monthly Product may be Transferred at a given moment by a Participant, the Transferor, to another Participant, the Beneficiary, under the condition that the Beneficiary has confirmed the Transfer and this Transfer is notified to the Joint Auction Office in accordance with paragraph (b) below.

The minimum volume of a Transfer is one (1) MW over one (1) Hour.

A Capacity remains the same Product after Transfer, no matter what the Period of Transfer is.

The Participant which has acquired Capacity at the Auctions must fulfil its financial obligations towards the Joint Auction Office, even if he Transfers all or part of its Capacity.

If the Entitlement of the Participant which has acquired the Capacity at the Auctions has been suspended or withdrawn in accordance to Article 3.04, the last Beneficiary of the Capacity will automatically lose the benefit of the Capacity it has acquired and that has not been paid by the Participant which has acquired the Capacity at the Auctions.

(b) Notification and Confirmation of the Transfer

Notification is done by an electronic message in accordance with the format defined in the documentation available on the Joint Auction Office's Website. The Notification of a Transfer to the Joint Auction Office must show, among others, the following:

- the Transferor's EIC Code; and
- the Beneficiary's EIC Code; and
- the Period of Transfer – i.e., the dates concerned for the Transfer of Capacity, including start and end dates; and
- the volume of Transferred Capacity defined in Hourly Periods.

Transfer Notifications are subject to Functional Acknowledgement of Receipt. If the Joint Auction Office does not issue a Functional Acknowledgement of Receipt for a Transfer Notification, the Transfer Notification in question is deemed not to have been submitted or the Beneficiary has not yet confirmed the Transfer. The Beneficiary has to confirm the Transfer within five (5) hours after the Transfer Notification has been sent to the Joint Auction Office. During that time frame the Transfer can still be changed or cancelled by the Transferor.

The Transfer Notification by the Transferor to the Joint Auction Office and the confirmation by the Beneficiary must be made no later than two (2) Days 12:00 (noon) before the Day to which the Capacity relates.

The Transfer Notification may however, in accordance with Article 2.07 be blocked momentarily when the Joint Auction Office has to apply a Reduction in Held Capacities.

When receiving a Transfer Notification, the Joint Auction Office will check:

- that the Transferor and Beneficiary are Entitled up to the end of the Transfer Period; and
- that the Transferor holds the Capacity he wishes to Transfer at the time of Notification of that Transfer. For this, the Joint Auction Office calculates the Held Capacity at the time of receiving the Transfer Notification; and
- that the Notification time limit has not been exceeded.
- that the beneficiary has accepted the transfer

The Functional Acknowledgement of Receipt sent by the Joint Auction Office to the Transferor and/or the Beneficiary after receiving this Transfer Notification and the confirmation by the Beneficiary include:

- for the Transferor and the Beneficiary : a message accepting the Transfer if the Notification meets the aforementioned conditions; or
- for the Transferor only : a message only to set out the reasons for rejection if the Transfer was rejected.

If the Transfer is accepted by the Joint Auction Office, the Held Capacity by the Transferor is reduced and the Held Capacity by the Beneficiary is increased by the amount of the Transfer.

Article 8.02 Resale of Capacity

(a) Features of the Capacity for Resale

Starting from two (2) Hours after the Results have been Notified to the Participant, the Held Capacity in the framework of a Yearly Product may be Resold at the Monthly Auctions.

The Capacity that can be Resold at a Monthly Auction must be a constant band of MW over the exact Period of the calendar month to which the Resale relates and may only be Resold at that Monthly Auction.

Held Capacity from the yearly and/or monthly auction can also be resold on an hourly basis. Deadline: D-2, 12:00 CET before day of respective daily auction.

For reasons linked to the Safety of the Power System or in the event of a Force Majeure, the Joint Auction Office reserves the option of cancelling Resales in accordance with paragraph (f).

The minimum volume of a Capacity for Resale is one (1) MW over one (1) month. The Resale is made for any price.

The Participant which has acquired Capacity at the Auctions must fulfil its financial obligations towards the Joint Auction Office, even if he Resells all or part of its Capacity.

(b) Notification of Resale

Notification of Resale is done by an electronic message in accordance with the format that is defined in the documentation available on the Joint Auction Office's Website. The Notification of a Resale to the Joint Auction Office must show, among others, the following:

- the Reseller's EIC Code; and
- the Period of Resale – i.e., the dates concerned for the Resale of Capacity, including start and end-dates; and
- the Monthly Auction to which the Resale is to be made; and
- the volume of Capacity for Resale being a constant band of Capacity (MW) over the whole calendar month to which the Monthly Auction relates.

Resale Notifications are subject to Functional Acknowledgement of Receipt. If the Joint Auction Office does not issue a Functional Acknowledgement of Receipt for a Resale Notification, the Resale Notification in question is deemed not to have been submitted.

Should the Participant wants to correct a Resale, it must send a Notification of Resale to the Joint Auction Office with a modified volume of Capacity for Resale. The minimum volume of a Capacity for Resale can be in that case zero (0) MW.

The Resale Notification must be made by the Reseller to the Joint Auction Office no later than 12:00 (noon), four (4) Working Days before the Day of the Monthly Auction.

The Resale Notification may however, in accordance to Article 2.07 be blocked momentarily (during operational manipulations for Reduction) when the Joint Auction Office has to apply a Reduction in Held Capacities.

When receiving a Resale Notification, the Joint Auction Office will check:

- that the Reseller is Entitled up to the end of the Resale Period; and
- that the Reseller holds the Capacity he wishes to Resell at the time of Notification of that Resale. For this, the Joint Auction Office calculates the Held Capacity at the time of receiving the Resale Notification; and
- that the Resale Notification time limit has not been exceeded; and
- that the Reseller Notifies a constant Capacity over the exact duration of the calendar month to which the Monthly Auction relates.

The Functional Acknowledgement of Receipt sent by the Joint Auction Office to the Reseller after receiving this Resale Notification includes :

- a message accepting the Resale if the Notification meets the aforementioned conditions; or
- a message setting out the reasons for rejection if the Resale was rejected.

If the Resale is accepted by the Joint Auction Office, the Held Capacity by the Reseller is reduced by the amount of the Resale.

A Reseller may Notify a Resale of Capacity that cancels and replaces a prior Notification, provided that:

- the new Notification has the same identifier as the Notification that it cancels and replaces; and
- the new Notification meets the aforementioned conditions and Resale Notification time limit mentioned above.

A Capacity Resale may be cancelled by submitting a new Notification with a zero volume within the Resale Notification time limit mentioned above.

(c) Financial conditions

The financial conditions related to the Resale of Capacity are described in Article 4.01(c).

(d) Postponement of a Monthly Auction

In the event of a postponement, in accordance with Article 6.03, of a Monthly Auction at which the Capacity was to be Resold, the Capacities for Resale are kept for the postponed Monthly Auction.

(e) Cancellation of an Auction

In the event of a cancellation, in accordance with Article 6.04, of an Auction at which the Capacity was to be Resold, the Capacity for Resale is given back to the Reseller.

(f) Reduction in Held Capacities

In the event of a Force Majeure or reasons linked to the Safety of the Power System, the Joint Auction Office may have to apply a Reduction in Held Capacities. In this circumstance, the Joint Auction Office will cancel all Resales that have been accepted to a Monthly Auction:

- for which the Auction Specifications have not been yet published; and
- for which at least one Day is concerned by the Reduction.

By this cancellation, the Capacity for Resale is given back to the Reseller before the Reduction in Held Capacities is applied.

Article 8.03 Use it or lose it

In accordance with Article 9.06(b), the yearly and monthly Capacities, as defined in the Programming Authorisations, that were not Nominated will be made available to all Participants in the daily auction procedures. The Participant loses all his entitlements on the use of these Capacities and shall not be compensated.

Article 8.04 Contact for the Secondary Capacity Market

If a problem is encountered during the Transfer and/or Resale Notifications, the Participant contacts the representatives of the Joint Auction Office.

Article 8.05 Fallback Mode for Transfer and Resale Notifications

If the modalities for Transfer or Resale Notifications cannot be put into effect, the Joint Auction Office will Notify the Participant, by electronic message or fax, of the switch to Fallback Mode for Transfer and Resale Notifications.

The Fallback Mode for Transfer and Resale Notifications applies for Notification within the last Working Day before the respective time limit. The Fallback Mode for Transfer and Resale Notifications is the sending by electronic message of a file according to the format defined in the documentation available on the Joint Auction Office's Website.

Files will be processed by the Joint Auction Office on Working Days, during Working Hours.

In this regard, the Joint Auction Office will send acceptances or rejections of operations on the Secondary Capacity Market:

- before 17:00, three (3) Working Days before the Day of the Auction for a Resale at a Monthly Auction;
- before 12:30 on the Day of sending of Programming Authorisations for a Transfer.

As a last resort, an unexpected breakdown in the Information System may incur the suspension of the Secondary Capacity Market.

Such suspension shall not give rise to any claim for indemnity against the Joint Auction Office.

The Joint Auction Office may under no circumstances be sued if it fails to reach the Participants through the means of communication above or if it fails to publish an announcement on its Website.

Section IX. Rules on the use of Capacity

Article 9.01 Notification of Results

After each Yearly or Monthly Auction, each Participant is informed of its Results by an electronic message.

The Joint Auction Office Notifies the Results file to the Participant in accordance with Article 6.01, specifying the Capacity selected for each Auctioned Block and the Marginal Price of each Block, according to the format defined in the documentation available on the Joint Auction Office's Website.

If the Information System or the Auction Tool is unavailable, Participants are informed of the Auction Results via other means of communication.

Article 9.02 Deadlines for contestation Results

The Participant may contest the Results within the deadlines indicated below:

- for Yearly and Monthly Auctions, no later than one (1) Hour after the Results have been Notified to the Participant;
- for Daily Auctions, before 10:00 on the Day of the Auction.

The Joint Auction Office responds to the Participant within the deadline indicated below:

- for Yearly and Monthly Auctions, no later than two (2) Hours after the Results have been Notified to the Participant;
- for Daily Auctions, before 10:15 on the Day of the Auction.

Article 9.03 Portfolio information

The Participant may ask to the Joint Auction Office at any time by electronic message, in accordance with the format defined in the documentation available on the Joint Auction Office's Website, the present status of its Held Capacities in the framework of a Yearly or a Monthly Product or a Daily Product.

Article 9.04 Nomination Agents

By default, the Participant is designated as Nomination Agent on both sides of the Borders for all its Products.

Designation of the Nomination Agents is subject to Functional Acknowledgement of Receipt. If the Joint Auction Office does not issue a Functional Acknowledgement of Receipt, the designation of the Nomination Agents in question is deemed not to have been submitted.

This designation identifies the Nomination Agents by their EIC Code in respect with the modalities mentioned in Article 9.06(a).

The Notification of the modification of the Nomination Agents must be made to the Joint Auction Office no later than two (2) Days before the Day to which the Capacity relates.

(a) Yearly and monthly Capacities

For Yearly and Monthly Products any legal entity may be appointed by direction, as Nomination Agent on both sides of the concerned Country Border.

(b) Daily Capacities

For Daily Products, any legal entity may be appointed, for all future Daily Products by direction, as Nomination Agent on both sides of the concerned Country Border.

Article 9.05 Programming Authorisation

(a) Yearly and monthly Capacities

Two (2) Days before the Day concerned by the Capacity the Joint Auction Office Notifies by electronic message the Programming Authorisation to the Participant and the Nomination Agents indicating for a given Day, by Hourly Periods, the Held Capacities for each TSO Border, taking into account any Reductions made as the case may be in accordance with Article 2.08. The Programming Authorisation identifies clearly for each Capacity the Participant and the Nomination Agents.

(b) Daily Capacities

No later than one (1) Hour after the Participant has been informed of the Result of its Bids, on the Day before the Day concerned by the Capacity, the Joint Auction Office Notifies by electronic message the Programming Authorisation to the Participant and the Nomination Agents indicating the Capacities acquired, for each Hourly Block, at Daily Auctions. The Programming Authorisation identifies clearly for each Capacity the Participant and the Nomination Agents.

Article 9.06 Exchange Programmes

(a) Nomination

Following Auctions and operations on the Secondary Capacity Market, the Nomination Agent(s), as long as it(they) has(have) the appropriate Nomination Contract(s) with the concerned TSO(s), may Nominate their Exchange Programmes in accordance with the Nomination rules described in this (these) Nomination Contract(s).

These Exchange Programmes must, in particular, comply with the Programming Authorisation referred to in Article 9.05, as communicated to the respective TSOs by the Joint Auction Office based on the unique EIC Code of the respective Nomination Agent as mentioned in the DoAA, DoAN or in the designation file of the Nomination Agents.

The Joint Auction Office will at no moment verify during the whole process that the Nomination Agents designated for each Product have signed the appropriate Nomination Contracts.

General grid access for the use of Held Capacity is not covered by the scope of the Auction Rules AT-CH unless otherwise stipulated in the following provisions.

APG and Swissgrid carry out the transmission services in compliance with the legal requirements of grid access in each control area, possible electricity import bans and applicable rules of APG and Swissgrid.

The Nomination Agent can use his Held Capacity by fulfilling both requirements:

- via the delivery of schedules to APG in compliance with the legal requirements of grid access of APG; i.e. the Nomination Agent must be recognized by the Austrian regulatory authority as representative of a balance group.

In case the Nomination Agent is not a recognized Austrian balance group, he shall sign a membership to an Austrian recognized Balance group (APPENDIX 6), this balance group is responsible for the Nomination process.

APPENDIX 6 shall be received from the Joint Auction Office latest 5 (five) Working Days till 12:00 before the Held Capacity takes effect. The membership to a balance group can be changed on a monthly basis. The adapted APPENDIX 6 shall be received from the Joint Auction Office latest 5 (five) Working Days till 12:00 before the first day of the next month

and

- via the delivery of schedules to Swissgrid in compliance with the Nomination Contract.

The schedules for the following day must be received by:

- APG before 08:00 and
- Swissgrid before 14:30.

Nomination Agents have to deliver to APG separate schedules for the use of Held Capacity from yearly and monthly auctions till 8:00 and for the use of Held Capacity from daily auction till 14:30.

Modifications of schedules for Capacity from yearly and/or monthly auctions after 08:00 are not possible. The principle "use it or lose it" shall apply. This means that Held Capacity which is not used by schedules at 08:00 shall be made available to all Participants in the daily auction procedures.

For Capacity from daily auctions modifications of schedules after 14:30 are not possible. The principle "use it or lose it" shall apply. This means that Held Capacity which is not used by schedules at the above-mentioned time shall be made available to all Auction Participants in an intra-day allocation process published on www.e-control.at («Sonstige Marktregeln» Kapitel 3 Fahrpläne).

The Nomination Agent is only allowed to submit schedules which do not exceed the Held Capacity.

In case that a Nomination Agent delivers schedules to APG which are higher than the Held Capacity, APG will inform the Nomination Agent about that and the schedule will be rejected by APG. The Nomination Agent has to deliver a new schedule to APG.

The netted schedule submitted to Swissgrid must in any case correspond to the schedules submitted to and accepted by APG.

(b) "Use it or lose it"

The Participant loses the benefit of Capacities for which an Exchange Programme has not been nominated in accordance with paragraph (a), with no financial compensation.

Article 9.07 Access to the Information System

To receive Results and Programming Authorisations and to send Bids, Transfer and Resale Notifications and the designation of the Nomination Agents, the Participant accesses the Information System and uses the applications made available in accordance with the conditions defined by the Joint Auction Office in the IS Rules.

The Participant will designate in the "User Representatives Identification Sheet", of which a specimen is supplied in the IS Rules, all persons authorised to act in its name and on its behalf in each application to which it has access. The Joint Auction Office will grant an access to the Information System by providing username and password in respect of the modalities defined in the IS Rules.

APPENDIX 1 Declaration of Acceptance for Allocation Process (DoAA)

SAMPLE - For registration process the accessible PDF form which can be found on the Joint Auction Office's website shall be used.

DECLARATION OF ACCEPTANCE FOR ALLOCATION PROCESS N°

FOR

_____, a company [give company form], with capital of ____ €, having its registered offices at _____ [give full address], registered under the number _____ [Trade and Business Register n° and Town] and with the intra-community VAT n° _____ represented by _____ acting in the capacity of _____,

Hereafter referred to as "Participant",

ARTICLE 1. Definitions

All the words or groups of words used in the present Declaration of acceptance, whose first letter is a capital letter, have the meaning that has been given to them in the Auction Rules AT-CH, as published on the Joint Auction Office's Website.

ARTICLE 2. Object

By signing this Declaration of acceptance, the Participant declares that it is aware of and commits to abide by the Auction Rules AT-CH, including any subsequent version thereof enacted in accordance with their Article 5.09.

ARTICLE 3. Prerequisites

By signing this Declaration of acceptance, the Participant declares that it has signed the following contractual document (tick the appropriate box(es)):

- Recognition by the Austrian regulatory authority as representative of a balance group or has signed a membership to an Austrian recognized Balance Group, and
- a BG-Contract with Swissgrid..

ARTICLE 4. Access to the Information System

By signing this Declaration of acceptance, the Participant acknowledges that it has read and understood the IS Rules and undertakes to abide by them.

ARTICLE 5. Registration as Fallback Participant

In case of Fallback Mode for the Auctions, the Capacity may be allocated in equal shares. The Participant asks to be registered as Fallback Participant for following Country Border (tick the appropriate box):

- Austria-Switzerland Border,

ARTICLE 6. Participant's contact details

EIC CODE:	
------------------	--

The present EIC Code identifies in particular the Participant, as the case may be, in respect with the modalities mentioned in the Article of the Auction Rules AT-CH relative to the use of Programming Authorisations.

Invoicing and credit notes

(Please indicate a single invoicing telephone number, fax number and e-mail)

Contact:	
Address:	
Telephone number:	
Fax number:	
E-mail:	

Operational contact

(Please indicate a single operational telephone number, fax number and e-mail)

Contact:	
Address:	
Telephone number:	
Fax number:	
E-mail:	

All correspondence

Contact:	
Address:	
Telephone number:	
Fax number:	
E-mail:	

ARTICLE 7. Joint Auction Office's contact details

Contact:	CASC; Capacity Allocation Service Company S.A.
Address:	2, rue de Bitbourg 1273 Luxembourg Hamm LUXEMBOURG
Telephone number:	+352 27 62 38 38
Fax number:	+352 27 62 38 39
E-mail:	operations@casc.eu

ARTICLE 8. Bank details

All payments made by the Joint Auction Office to the Participant will be made to the following Payment Account:

Bank: _____
Agency: _____
Account Holder: _____
Account N°: _____
SWIFT Code: _____
EBAN Code: _____

ARTICLE 9. Changes to information

The Participant undertakes to Notify the Joint Auction Office of any changes in the information provided by the Participant in the present Declaration of acceptance, no later than five (5) Working Days before such changes take effect.

ARTICLE 10. Effective date

The present Declaration of acceptance will be effective as from _____ ‡
The Declaration of acceptance will expire in accordance with the Auction Rules AT-CH.

For the Participant:

For the Joint Auction Office:

Name and position of the legal representative:

Name and position of the legal representative:

Date: _____

Date: _____

Signature:

Signature:

_____ ‡ Completed by the Joint Auction Office upon confirmation of Entitlement

APPENDIX 2 Declaration of Acceptance for Nomination Process (DoAN)

SAMPLE - For registration process the accessible PDF form which can be found on the Joint Auction Office's website shall be used.

DECLARATION OF ACCEPTANCE FOR NOMINATION PROCESS No.

FOR

_____, a company [give company form], with capital of _____ €, having its registered offices at _____ [give full address], registered under the number _____ [Trade and Business Register n° and Town] and with the intra-community VAT n° _____ represented by _____ acting in the capacity of _____, Hereafter referred to as "Participant", EIC -Code-Nr.: _____.

By signing this Declaration of Acceptance for Nomination Process, the Participant declares that it is aware of and commits towards TSOs to abide all provisions concern nominations set by the Auction Rules AT-CH

For the Participant:
Name and position of the legal
representative:

Date: _____
Signature: _____

APPENDIX 3 Fallback Mode for the Auctions

1. Fallback Mode for Yearly and Monthly Auctions

If the Joint Auction Office is unable to hold Yearly Auctions or Monthly Auctions under the standard conditions stipulated the Auction is postponed to a later date: the Notification specifies, as a minimum, the new date scheduled for the Auction.

2. Fallback Mode for Daily Auctions

If the Joint Auction Office is unable to hold Daily Auctions under the standard conditions stipulated, the Joint Auction Office Notifies the Participants of the switch to Fallback Mode for the Auctions. In this case, an allocation by equal share is applied: the Available Capacity on the Country Border is split in equal shares between the list of Fallback Participants for the concerned Country Border.

APPENDIX 4 Request for withdrawal of Entitlement

Number of pages: 1+
Please let us know immediately if you have not received every page.

FROM:

COMPANY NAME:

TO:

FOR:
to be completed

ADDRESS:

FAX: to be completed

PHONE:

FAX:

DECLARATION OF ACCEPTANCE FOR
ALLOCATION PROCESS N°:

Under the terms of the Auction Rules AT-CH, _____ wishes to withdraw its Entitlement.

Name and capacity of signatory:

Signature:

APPENDIX 5 Modification of the registration as Fallback Participant

Form to be sent to the Joint Auction Office:

Address: CASC. EU SA
2 rue de Bitbourg
L-1273 Luxembourg-Hamm
Luxembourg
Fax number: +352 27 62 38 39

Declaration of acceptance for allocation process n°:

Under the terms of the Auction Rules AT-CH, _____ informs the Joint Auction Office of the modification of its registration as Fallback Participant, from _____[§] on, as follow (tick the appropriate box(es)):

Austrian-Switzerland Border

Name and capacity of signatory:

Signature:

[§] The Notification of the modification of the registration as Fallback Participant must be made to the Joint Auction Office at the latest seven (7) Working Days before the Day to which the Capacity relates.

APPENDIX 6 Form of Acknowledgement of “Membership of recognized Austrian Balance Group”

SAMPLE - For registration process please use the accessible PDF form which can be found on the Joint Auction Office’s website

This form shall be delivered to the following fax number:

CASC. EU SA
 2 rue de Bitbourg
 L-1273 Luxembourg-Hamm
 Luxembourg
 Phone: +352 27 62 38 38 Fax: +352 27 62 38 39
 Email : operations@casc.eu
 www.casc.eu

	Auction Participant	Austrian Balance Group
Name of the company/ Austrian Balance Group:		
Address:		
EIC-Code		
Contact Person/ Representative:		
Telephone No.:		
Fax No.:		
E-mail address:		

	From	To
Confirmation		
	Auction Participant registered/identified by APG:	Name of the Austrian Balance Group:
Date:		
Signature:		

By signing this acknowledgement the representative of the Austrian Balance Group confirms that the Auction Participant is a member of its balance group during the above given period and commits itself to handle the corresponding cross border schedule for the Auction Participant.