

# Yearly and Monthly Auction Rules

for the  
**Allocation of capacities**  
on the  
**interconnection congestion**  
between the  
**control areas**  
of  
**VERBUND-Austrian Power Grid AG (“APG”)**  
and  
**MAVIR ZRt. (“MAVIR”)**

**Version 1.00**

20.11.2007

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## PREAMBLE

The demand for capacity at the Interconnection between APG and MAVIR is usually much higher than the ATC. In order to obtain maximum transparency in the allocation of the ATC and to avoid discrimination in allocating the ATC, auctions shall be held. The Yearly and Monthly Auction Rules are construed in accordance with the regulations set out by European law, in particular by the EU-Regulation, in accordance with Austrian, Hungarian and European law and in accordance with regulations issued by the Austrian and the Hungarian Regulatory Authorities. In order to correspond with these legal requirements the auction covers the reservation of the ATC. The auctioning of the reservation of the ATC aims at providing a transparent method of congestion management.

### 1. Definitions / Terms

In these Yearly and Monthly Auction Rules (including any Annexes and Forms) the terms defined in this article (where appropriate in plural) shall, for all purposes of these Yearly and Monthly Auction Rules have the meanings specified in this article (unless the context requires otherwise).

**Allocated Capacity:** for yearly and monthly auctions this is the Reserved Capacity after fulfilling the payment conditions according these Yearly and Monthly Auction Rules as stated in article 10.

**APG:** VERBUND-Austrian Power Grid AG (“APG”) with registered office in A-1220 Wien, Wagramer Straße 19, IZD-Tower and with the number of the commercial register FN 177696 v: The Austrian Transmission System Operator responsible for the handling of the yearly and monthly auction procedures.

**Auction Office Austria:** the entity executing the yearly and monthly auction procedures and is commissioned by APG and MAVIR.

**Auction Participant:** A person and/or an entity taking part in the auction procedures set out in the Yearly and Monthly Auction Rules and submitting to the Yearly and Monthly Auction Rules.

**Auction Price:** the price in EUR to be paid by Auction Participants receiving Reserved Capacity in case the total amount of the requested reservation of network capacity exceeds the ATC.

**Yearly and Monthly Auction Rules:** the regulations set out in this document applicable to the allocation of the reservation of capacities at the transmission interconnections between the control areas of APG and MAVIR.

**Available Transmission Capacity (“ATC”):** the part of the NTC that remains available, after each phase of the allocation procedure, for further commercial activity and which shall be offered in the yearly, monthly and daily auction procedures.

**Bid:** is an offer by an Auction Participant to purchase rights to use capacity submitted in an auction pursuant to and in compliance with these Yearly and Monthly Auction Rules; such an offer consists of two values per product (capacity per direction): a Capacity in MW and a Bid Price in euros per MWh.

**Bid Price:** the highest price which an Auction Participant is willing to pay for 1 MW of Capacity. He must be prepared to pay this Bid Price.

**Capacity:** cross-border transmission capacity in MW.

**Capacity Auction System:** web based cross border capacity allocation application to conduct yearly and monthly auctions.

**Curtailement:** is the reduction of Capacity in emergency situations where APG and MAVIR must act in an expeditious manner.

**Curtailement of Allocated Capacities (Capacity Curtailement):** means the reduction of Allocated Capacities by Auction Office (based on the request of MAVIR and/or APG) in respect of the Auction Participants. Curtailement of Allocated Capacities shall only be used in case of unforeseen situations (e.g. Unplanned maintenance). Any such procedure shall be applied in a non-discriminatory manner.

**Daily ATC:** is a part of the ATC which is offered to the Auction Participants in daily auctions. The auctions for daily ATC will be held by MAVIR (see specific auction rules for daily auctions).

**EIC-Code:** ETSO identification code serving to clear the identification of Auction Participants in a cross-border trade (see <http://www.edi.etso-net.org/eic/cds/allocated-eic-codes.xml>).

**ETSO (“European Transmission System Operators”):** an International Association with membership of European Transmission System Operators with the aim to harmonise network access and conditions for usage, especially for cross border electricity trade.

**EU-Regulation:** The Regulation (EC) No 1228/2003 of the European Parliament and of the Council of 26 June 2003 on conditions for access to the network for cross-border exchanges in electricity and Directive 2003/54/EC of the European parliament and of Council of 26 June 2003 concerning common rules for the internal market in electricity as valid on the day of issuing of the Yearly and Monthly Auction Rules.

**Fill or Kill Orders:** orders, for which the Auction Participant only wants to buy exactly the volume given – if this is not possible, the Auction Participant does not want to buy anything. If the order is **not** a denominated “Fill or Kill Order” the Auction Participant also accepts a smaller amount of Capacity as requested.

**Force majeure:** operational conditions and/or events and/or circumstances which are beyond the reasonable control of APG and/or MAVIR, and which cannot be prevented or overcome with reasonable foresight and diligence, such as, but not limited to, international superimposed Loop Flows, if APG and/or MAVIR are only able to counteract them by endangering the security of supply, and/or which cannot be solved by measures which are from a technical, financial and/or economic point of view reasonably possible for APG and/or MAVIR.

**Interconnection:** a single and/or double circuit lines between the Austrian and Hungarian transmission system which connects the control areas of APG and MAVIR synchronously. In the year 2008 there are two lines, the first operated at the voltage 220 kV (double circuit) between the substation Wien Südost/ Neusiedl and the sub-

station Győr and the second operated at the voltage 400 kV (single circuit) between the substation Wien Südost and the substation Győr.

**Loop Flow:** the difference between the exchange programs and the physical flows at the transmission interconnections.

**MAVIR ZRt. (“MAVIR”):** with registered office in H-1014 Budapest, Petermann bíró u. 5-7 and incorporated in the Commercial Register kept by Budapest Court of Justice with the Company Identification No. 01-10-044470.

**Monthly ATC:** is a part of the ATC which is offered to the Auction Participants in monthly auctions.

**Net Transfer Capacity (“NTC”):** the maximum exchange program between two control areas compatible with security standards applicable in both areas and taking into account the technical uncertainties on future network conditions.

**Reserved Capacity:** the capacity that the Auction Participant gains by notification of the Auction results.

**Reservation Period:** – the period for which the Yearly ATC, the Monthly ATCs or the Daily ATCs are offered.

**Reservation Subperiod:** – is a part of Reservation Period in which the Allocated Capacity cannot be guaranteed due to planned maintenance. In such Reservation Subperiod the Allocated Capacities are proportionally curtailed to the amount of the announced reduced ATC. The duration of Reservation Subperiod(s) and the reduced ATC(s) for the relevant Reservation Subperiod(s) are announced at the date of publication of ATC for the relevant auction. Reservation Subperiods are used to maximise the Yearly and Monthly ATC(s). For the avoidance of doubt, by the submission of the Bids, the Auction Participants acknowledge the announced Reservation Subperiods and neither MAVIR nor APG shall provide any sort of compensation for the Reservation Subperiods, and elaborate their Bid in light of these Reservation Subperiods.

**Transfer:** is the trading of the Allocated Capacity purchased in the course of yearly and monthly auctions.

**UCTE (“Union for the Co-ordination of Transmission of Electricity”):** an association of transmission system operators in continental Europe, providing a reliable market base by efficient and secure electric "power highways".

**Working Day:** every day except for Saturdays, Sundays and any official holiday in Austria and/or Hungary as listed in Annex 4a attached to these Yearly and Monthly Auction Rules.

**Yearly ATC:** is a part of the ATC which is offered to the Auction Participants in yearly auctions.

The headings in these Yearly and Monthly Auction Rules are intended solely as a matter of convenience and for reference and shall be given no effect in the construction or interpretation of these Yearly and Monthly Auction Rules.

## 2. Scope of the Yearly and Monthly Auction Rules

This document contains the terms and conditions for the auctioning of the reservation of Yearly and Monthly ATC at the Interconnection between the control areas of MAVIR and APG that is jointly offered by MAVIR and APG.

Auctions for yearly, monthly and daily ATC for the year 2008 will be held in order to ensure that reservations of ATC will be valid for each side of the Interconnection. Auctions for yearly and monthly ATC will be held by APG; auctions for daily ATC will be held by MAVIR (see specific auction rules for daily auctions).

These Yearly and Monthly Auction Rules in particular are handling the reservations of Yearly and Monthly ATCs in the direction from Austria to Hungary and in the direction from Hungary to Austria.

The valid version of the Yearly and Monthly Auction Rules will be published on the website of the Auction Office Austria, MAVIR and APG. MAVIR and APG reserve the right to amend and/or change the Yearly and Monthly Auction Rules.

Auctions for the year 2008 will be held in order to ensure that Reserved Capacity will be valid for each side of the Interconnectors.

The yearly and monthly auctions will be held by Auction Office Austria.

MAVIR and APG will fully accept the results of the individual auction procedures held by the Auction Office Austria.

### **3. The Auction Office Austria**

The Auction Office Austria is responsible for the allocation Yearly and Monthly ATC to Auction Participants through auction proceedings pursuant to these Yearly and Monthly Auction Rules. The Auction Office Austria prepares and conducts yearly and monthly auctions and shall serve as point of contact and source of information for all Auction Participants.

Auction proceedings may be discontinued or interrupted by the Auction Office Austria at any time without prior notice - be it temporarily in case of technical failures, or permanently based on instructions from MAVIR and APG (e.g. change of capacity allocation method). Such temporary or permanent discontinuance will not affect the rights and obligations which have arisen as a consequence of yearly and/or monthly auctions having taken place under these Yearly and Monthly Auction Rules prior to such discontinuance or interruption.

We must point out that we cannot accept responsibility for the security of transfers of electronic Bids. We will however try to keep them as secure as possible.

Receipt of Bids at the Auction Office Austria is the decisive criterion in meeting the time limit.

### **4. The Auction Office Austria's website**

The Yearly and Monthly– and reduced ATC(s) at the relevant Reservation Subperiod(s) if necessary – will be published on the website of the Auction Office Austria (<http://www.auction-office.at>) according to the dates set out in Annex 2 and Annex 3. In particular, the following information will be published on the Auction Office Austria's website:

Public Section:

- a) These Yearly and Monthly Auction Rules (valid release)
- b) Additional information on the auction proceedings
- c) Names, facsimile and telephone number(s), e-mail address(es) of contact persons of the Auction Office Austria
- d) Forms to be used by Auction Participants
- e) Yearly and Monthly ATC
- f) Reservation Subperiod(s) and relevant reduced Yearly and/or Monthly ATC(s)
- g) Summary of the results of the yearly and monthly auctions
- h) Frequently asked questions and answers
- i) Other relevant information

Secure Section:

- a) Electronic bidding portal

Also the registration (see article 6) and the deregistration (see article 7) for the yearly and monthly auctions is handled by the Auction Office Austria.

## 5. General Provisions

### 5.1. Violation against the Yearly and Monthly Auction Rules

Prior to, during and after an Auction, Auction Participant shall refrain from any action or behavior which adversely affects or threatens competition in the Auction proceedings, which aims at gaming, or which in any other way disrupts or threatens to disrupt the Auction proceedings, transparency, cost-effectiveness or fairness thereof.

In case of violation of these Yearly and Monthly Auction Rules the Auction Participant may be excluded from further auctions as set forth in article 7.

## 5.2. Separation of Auction and Fees for Grid Use

A successful Bid which leads to Reserved Capacity creates a contract between MAVIR/APG and the Auction Participant under which MAVIR /APG is to provide the Auction Participant with an option to use capacity on the Interconnectors (“Reserved Capacity”) and the Auction Participant is obliged to pay the respective Auction Price, independent of the actual use and other transmission fees such as, but not limited to, transmission fees resulting from cross-border tariffication. By fulfilling the payment conditions in accordance with the Yearly and Monthly Auction Rules Reserved Capacity is guaranteed by MAVIR /APG (“Allocated Capacity”).

The payment determined covers only the right for the Allocated Capacity at the bottleneck. This option does not include any use of the transmission system to and from the Interconnectors. Said use of the transmission system, including corresponding fees, if any, must be agreed separately with APG on the Austrian side of the border and with MAVIR and/or the competent owners of the Hungarian transmission network on the Hungarian side.

## 5.3. Curtailment

In case of Curtailment MAVIR and APG will reduce Allocated Capacity according to article 12 and will pay a compensation to the Auction Participant with exception of Force Majeure and during Reservation Subperiod(s).

In cases where the duration of Reservation Subperiod(s) and the reduced ATC(s) for the relevant Reservation Subperiod(s) are announced after the submission of the Bids Auction Participant whose Allocated Capacity has been reduced shall be compensated according to the article 12.2.

#### 5.4. Acceptation of Yearly and Monthly Auction Rules

Furthermore, with the submission of the correct filled out and signed registration form (see Annex 6) the Auction Participant accepts the auction regulations set out in these Yearly and Monthly Auction Rules and submits to the Yearly and Monthly Auction Rules without any reservation. If the Auction Participant does not conform to these Yearly and Monthly Auction Rules, the Auction Participant shall be expressly barred from the participation in further auctions and the Bids shall not be accepted by the Auction Office Austria.

#### 5.5. Avoiding of Dominant Market Positions

The Auction Participant accepts that neither he nor a related company of him can – according to § 228 Austrian Commercial Law (“UGB”) – bid for more than 40% of the published Yearly or Monthly ATC by auction in case of congestion and the number of Auction Participants is higher than two. The Auction Participant accepts that neither he nor a related company of him can – according to § 228 Austrian Commercial Law (“UGB”) – bid for more than 60% of the published Yearly or Monthly ATC by auction in case of congestion and the number of Auction Participants equals two.

For practical reasons in yearly and monthly auctions this procedure is only used if the relevant Yearly or Monthly ATC is higher than 30 MW.

To avoid problems related to the potential use of dominant position of any market player, the relevant Regulatory and/or Competition Authorities, may impose additional restrictions in general or on an individual company on account of market dominance. The Auction Office reserves the right to introduce such restrictions in the course of the year. Any such restriction has to be set forth in advance in Announcement of Available Transmission Capacities.

#### 5.6. Payment

If the Auction Participant does not fulfill or only partially fulfils any obligation resulting from the contract in due time, especially if the Auction Participant does not pay the full Auction Price within the time limits set out in the Yearly and Monthly Auction

Rules, MAVIR and APG are entitled either to enforce the completion of the contract and hold the Auction Participant liable for the Auction Price, interests, charges and expenses including attorney's fees, arising from the enforcing of the completion of the contract. The Auction Participant shall not be entitled to offset and/or withhold any debts arising in connection with obligations resulting from an auction to any claim of MAVIR and/or APG, whether or not arising out of an auction. The detailed payment conditions are described in article 10.

## 6. Participation in Auctions

### 6.1. Registration Requirements

In order to qualify for participation in yearly and/or monthly auctions, the Auction Participant must comply with all requirements set forth in these Yearly and Monthly Auction Rules.

In any case the Auction Participant has to fulfill the following requirements:

- Recognition by the Austrian regulatory authority as representative of a balance group

or

- Membership of a recognized Austrian balance group.

In case the Auction Participant is a member of a balance group it shall submit the written acknowledgement of the representative of the balance group wherein the representative of its balance group commits itself to handle the corresponding cross border schedule (see ANNEX 8).

and

- On Hungarian side concerning yearly and monthly auctions there are no special requirements for participating in it.

## 6.2. Admission

In order to qualify for participation in yearly and/or monthly auctions, the Auction Participant shall comply with all requirements set forth in these Yearly and Monthly Auction Rules including the “**Cross Border Capacity Manual – Technical Instructions**” set out in Annex 7.

Also the Auction Participant **shall complete the registration form**, which is published on the Auction Office Austria website ([www.auction-office.at](http://www.auction-office.at)) and attached to these Yearly and Monthly Auction Rules as Annex 6. The registration form **shall be signed** by authorized representatives of the Auction Participant and **sent** to the Auction Office Austria by mail.

By submitting the duly signed and completed registration form to the Auction Office Austria, the Auction Participant confirms that it has read, understood and accepted the present Yearly and Monthly Auction Rules and that it will follow any and all instructions given by the Auction Office Austria, MAVIR and/or APG, in particular in case of ambiguity in these Yearly and Monthly Auction Rules or non-availability of the Capacity Auction System.

By signing and submitting the registration form to the Auction Office Austria, the Auction Participant authorizes the Auction Office Austria, to verify the Auction Participant's respective statements. The Auction Participant shall be informed about the admission or rejection by mail. In case of rejection of its registration request, the Auction Office Austria shall inform the Auction Participant of the reasons for the rejection.

An Auction Participant who has been declared bankrupt or insolvent or granted suspension of payment, or against whom a petition for bankruptcy, insolvency or suspension of payment has been filed, does not qualify for participation in yearly, monthly and daily auctions.

Subject to all existing requirements being fulfilled, the original countersigned copy of the registration form and the procedure (password, user ID) for entering the secure yearly and/or monthly auction website shall be sent to the Auction Participant by registered mail. By getting the admission from Auction Office Austria to join the auctions

procedures the Auction Participant shall submit to APG an Austrian business account according to article 10 in order to be able to join the auctions.

The password shall be kept with particular care and may under no circumstances be passed to others or made accessible in any other way (including non-authorized representatives of the Auction Participant). Responsibility for all transactions authorized using the password shall be borne by the Auction Participant.

### 6.3. Notification of Changes

The requirements for participation set forth in these Yearly and Monthly Auction Rules must be fulfilled at all times when participating in yearly and/or monthly auction proceedings. As a consequence, the Auction Participant shall promptly inform the Auction Office Austria in writing of any changes effecting fulfillment of the requirements concerned.

Changes concerning the Auction Participant's contact data and statements set forth in the registration form submitted by the Auction Participant shall be notified to the Auction Office Austria in writing.

## 7. Deregistration, exclusion and deactivation of Auction Participants

### 7.1. Deregistration

Should the Auction Participant not wish to participate in any further yearly and monthly auctions, it **may submit** a written request for deregistration to the Auction Office Austria. The request will be granted on condition that

1. the Auction Participant no longer possesses rights to use any Allocated Capacity awarded in yearly and/or monthly auctions and
2. the Auction Participant has fulfilled all its obligations towards MAVIR and/or APG.

Auction Participants who have been deregistered may apply for readmission by completing the registration process pursuant to article 6 above.

## 7.2. Exclusion

Should the Auction Participant in any manner (a) infringe these Yearly and Monthly Auction Rules, (b) declare bankruptcy, become insolvent or be granted suspension of payment, (c) become object of a petition for bankruptcy, insolvency or suspension of payment or (d) be in default of payment (e) loss of entitlement to register net schedules in Hungary or Austria (termination of registration of a balance group) then the Auction Participant can be excluded from further yearly and monthly auctions by Auction Office Austria without delay. The barring shall promptly be notified to the Auction Participant by both facsimile transmission and mail. The Auction Participant shall be obligated to pay the Auction Price for already awarded Reserved Capacity.

The Auction Participant shall be obligated to pay any remaining invoices or claims of APG within a period of five working days after notification of its exclusion by Auction Office Austria.

Auction Participants who have been excluded by the Auction Office Austria may apply for reconsideration.

## 8. Yearly Auction Procedure

Separate yearly auctions shall be held for the reservation of capacity in each of both directions:

**Auction Y1:** deals with the direction from Hungary to Austria;

**Auction Y2:** deals with the direction from Austria to Hungary.

Yearly auctions take place on the dates mentioned in Annex 2.

## 8.1. Deadlines for Yearly Auctions

For the yearly auctions the following deadlines are valid and the respective dates are set out in Annex 2:

**Deadline Y1:** deadline for Publishing of Yearly ATC and Reservation Subperiod(s) if applicable;

**Deadline Y2:** deadline for bid submission for allocation of Yearly ATC at 12:00 (CET) on the date set out in Annex 2;

**Deadline Y3:** deadline for publication of yearly auction results at 18:00 (CET) on the date set out in Annex 2.

## 8.2. Determination and Publication of Yearly ATC

The yearly NTC is determined by MAVIR and APG in accordance with the applicable technical rules, particularly in accordance with the applicable rules published by the ETSO and the UCTE, applicable laws and regulations.

The relevant Yearly ATC (part of yearly NTC) and – if applicable – the Reservation Subperiod(s) will be published on the website of the Auction Office Austria (<http://www.auction-office.at>) according to the dates set out in Annex 2.

## 8.3. Bidding for Yearly ATC

The Bids for allocation of Yearly ATC in the respective direction shall be submitted in electronic form via the Capacity Auction System – in accordance with the “Cross Border Capacity Manual – Technical Instructions” set out in Annex 7.

Each legitimated (registered) Auction Participant shall deliver his Bids for yearly auction from deadline Y1 till deadline Y2. The Bids delivered to the Auction Office Austria shall be binding and cannot be withdrawn or modified after deadline Y2.

The Auction Participant must be prepared to pay the Auction Price for his Reserved Capacity in addition to other transmission fees such as, but not limited to, transmission fees resulting from cross-border tariffication.

For further consideration each Bid must contain the following unambiguous and legible specifications:

1. The specification of the relevant yearly auction (Auction Y1 or Auction Y2).
2. The value of the Bid in EUR/MWh (max. two decimals).
3. The amount, in blocks of 1 MW, of the transmission capacity to be reserved in MW.
4. The use of Fill or Kill Orders option (the bids can also be partly fulfilled) and

Bids must state the highest Auction Price the Auction Participant is willing to pay.

Bids specifying all the above-mentioned data must be submitted, without any reservation. For each auction number, several bids may be submitted. Such bids submitted are valid independent of each other.

Bids which do not fulfil the above requirements will not be considered in the allocation procedure. The Auction Participant shall be responsible for the evidence of the timeliness of the delivery of the bids to the Auction Office Austria.

#### 8.4. Allocation of Yearly ATC

The Capacity Auction System reviews and collects all submitted Bids between the deadline for Publishing of Yearly ATC (deadline Y1) and the deadline for bidding (deadline Y2). After expiry of deadline Y2 all valid Bids are listed by the Capacity Auction System in order of decreasing price offers.

For a detailed description regarding the valid deadlines for yearly auction see article 8.1.

The details of the allocation process of Yearly ATC to Auction Participants are described in Annex 1.

### 8.5. Notification on the Results of Yearly Auction

The Auction Office Austria will provide each Auction Participant, whether successful or not, with the following data approximately 12:00 (CET) at the deadline for publication of yearly auction results (deadline Y3):

1. Specification of the relevant yearly auction,
2. Reservation Period and Reservation Subperiod(s),
3. Amount of Reserved Capacity in MW
4. Value of payment for the purchased Reserved Capacity in EUR.

The overall, anonymous results of a yearly auction will be published on the website of Auction Office Austria at approximately 18:00 (CET) at deadline Y3.

For a detailed description regarding the valid deadlines for yearly auction see article 8.1.

## 9. Monthly Auction Procedure

Separate monthly auctions shall be held for the reservation of capacity in each of both directions:

**Auction M1:** deals with the direction from Hungary to Austria;

**Auction M2:** deals with the direction from Austria to Hungary

Monthly auctions take place on the dates mentioned in Annex 3.

## 9.1. Deadlines for Monthly Auctions

For the monthly auctions the following deadlines are valid and the respective dates are set out in Annex 3:

**Deadline M1:** deadline for Publishing of Monthly ATC and Reservation Subperiod(s) if applicable;

**Deadline M2:** deadline for bid submission for allocation of Monthly ATC at 12:00 (CET) on the date set out in Annex 3;

**Deadline M3:** deadline for publication of monthly auction results at 18:00 (CET) on the date set out in Annex 3.

## 9.2. Determination and Publication of Monthly ATC

The monthly NTC is determined by MAVIR and APG in accordance with the applicable technical rules, particularly in accordance with the applicable rules published by the ETSO and the UCTE, applicable laws and regulations.

The relevant Monthly ATC (part of monthly NTC) and – if applicable – the Reservation Subperiod(s) will be published on the website of the Auction Office Austria (<http://www.auction-office.at>) according to the dates set out in Annex 3.

## 9.3. Bidding for Monthly ATC

The bids for allocation of Monthly ATC in the respective direction shall be submitted in electronic form via the Capacity Auction System – in accordance with the “Cross Border Capacity Manual – Technical Instructions” set out in Annex 7.

Each legitimated (registered) Auction Participant shall deliver his bids for monthly auction from deadline M1 12:00 (CET) (see Annex 3) to the deadline for bid submission (deadline M2). The bids delivered to the Auction Office Austria shall be binding until the end of the relevant monthly auction and cannot be withdrawn or modified after deadline M2).

He must be prepared to pay these bids in addition to other transmission fees such as, but not limited to, transmission fees resulting from the cross-border-tariffication.

For further consideration each bid must contain the following unambiguous and legible specifications:

1. The specification of the relevant monthly auction (Auction M1 or Auction M2).
2. The value of the Bid in EUR/MWh (max. two decimals) per Reservation Period.
3. The amount, in blocks of 1 MW, of the transmission capacity to be reserved in MW.
4. The Fill or Kill Orders option (the bids can also be partly fulfilled) and

Bids must state the highest Auction Price the Auction Participant is willing to pay.

Bids specifying all the above-mentioned data must be submitted, without any reservation. For each auction number, several bids may be submitted. Such bids submitted are valid independent of each other.

Bids which do not fulfil the above requirements will not be considered in the allocation procedure. The Auction Participant shall be responsible for the evidence of the timeliness of the delivery of the bids to the Auction Office Austria.

#### 9.4. Allocation of Monthly ATC

The Capacity Auction System reviews and collects all submitted Bids between the deadline for Publishing of Monthly ATC (deadline M1) and the deadline for bid submission for awarding Monthly (deadline M2). After deadline M2 all valid Bids are listed by the Capacity Auction System in order of decreasing price offers.

For a detailed description regarding the valid deadlines for monthly auctions see article 9.1.

The details of the allocation process of Monthly ATC to Auction Participants are described Annex 1.

### 9.5. Notification on the Results of Monthly Auctions

The Auction Office Austria will provide each Auction Participant, whether successful or not, with the following data approximately at 12:00 (CET) at the deadline for publication of monthly auction results (deadline M3):

1. Specification of the relevant monthly auction,
2. Period of reservation and Reservation Subperiod(s),
3. Amount of reserved transmission capacity for the auction participant in MW
4. Value of payment for the purchased reservation of capacity in EUR for the period of reservation.

The overall, anonymous results of a monthly auction will be published on the website of Auction Office Austria at approximately 18:00 (CET) at deadline M3. For a detailed description regarding the valid deadlines for monthly auctions see article 9.1.

## 10. Accounting, Losing of Reserved Capacity

The payment and accounting of the Auction Price for yearly and monthly auctions will be handled by APG. To secure the payment of the Auction Price the Auction Participant who has obtained Reserved Capacity

- has to communicate to APG an Austrian business account within five working days after getting the positive registration confirmation by mail from Auction Office Austria by mail according to article 6.2;
- enables APG to effectuate automatic collection with a direct debit authorization in APG's favour (the form for the direct debit authorization is shown in Annex 6) and
- has to provide sufficient funds.

**Yearly Auctions** will be invoiced in twelve equal monthly amounts. Each amount is to be paid **two months in advance**. The amount of January 2008 and February 2008 will be invoiced at the same time – directly after the publication of yearly auction results (relevant deadlines Y3, see article 8.1) – and the other months will be invoiced month by month (e.g. amount for March 2008 in January 2008). Invoices for yearly auctions are collected automatically from the Austrian business account not later than on the 10<sup>th</sup> day of the month for the second month following, free of charge and without deduction and/or offsetting (i.e. not later than on the 10<sup>th</sup> of January 2008 for March 2008).

**Monthly Auctions** will be invoiced directly after the publication of monthly auction results (relevant deadlines M3, see article 9.1) and will be collected automatically from the Austrian business account.

APG is entitled to make adjustments of the payment due to increases or introduction of taxes, duties, etc.. Value added tax will be charged according to the European and Austrian tax law.

In the case of insufficient funds of the business account for the automatic collection or if the payment is not settled on the 20<sup>th</sup> day of the same month APG will withdraw from the obligations resulting from these Yearly and Monthly Auction Rules and the Auction Participant will lose Reserved Capacity awarded through an auction and shall be liable pursuant to the General Provisions set out in article 5 of these Yearly and Monthly Auction Rules. Such released Reserved Capacity will be auctioned in the daily auction – or if applicable in the following monthly auction. Moreover, the Auction Participant shall be excluded from all following auctions until that date when the Auction Participant remits sufficient funds to the business account for APG and all payments of the Auction Participant are settled.

If the Auction Participant is not able to communicate an Austrian Business Account to APG, APG will accept in advance payment (instead of a direct-debt authorization) **for the total amount for yearly and/or monthly auctions** within five working days after the publication of the auction results (relevant deadline Y3, see article 8.1 and/or relevant deadlines M3; see article 9.1):

**Bank Austria – Creditanstalt**

**Am Hof 2a**

**1010 Vienna**

IBAN: AT06 1200 0506 1660 3600

BIC: BKAUATWWXXX

Pursuant to the General Provisions set out in article 5 of these Yearly and Monthly Auction Rules the Auction Participant is not entitled to offset any debts that arise in the connection with an yearly and/or monthly auction to any claim on APG, whether or not arising out of the auction. Transmission fees such as, but not limited to, resulting from the cross-border-tariffication, including all relevant and allowable charges, will be charged independently of the payment for congestion management.

If time limits expire on public holidays, payment should be received on the preceding Working Day. Should the time limits expire on Sundays or public holidays following a Sunday, payment should be received on the following Working Day. In case of delayed payment APG is entitled to charge interest rates on a due amount for each commenced day of the delay. The interest rate is set regularly on the first business day of each calendar month of the year as a fixed amount equaling (base rate of the OENB +8 % p.a.) percent. This interest rate is valid for the given month. Base rate of the OENB is defined for the purposes of these Yearly and Monthly Auction Rules as the interest rate. Its value is specified daily by the Austrian National Bank. APG is entitled to make adjustments of the payment due to increases or introduction of taxes, duties, etc.

VAT and other taxes or levies – if any – shall be invoiced in accordance with the applicable laws.

## **11. Use of Allocated Capacity**

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

MAVIR and APG will carry out the transmission services according to the respective auction results in compliance with the legal requirements of grid access in each con-

control area, possible electricity import bans and applicable market rules of MAVIR and APG.

Upon reservation of transmission capacity in the course of an auction, MAVIR and APG will commit themselves to ensure that the Allocated Capacity is operationally feasible for the Auction Participant or the new holder of capacity solely at the Interconnection with the exception of Force majeure and/or Reservation Subperiods and/or unplanned network conditions.

The use of Allocated Capacities operates via the delivery of fixed and binding schedules to MAVIR and APG in compliance with the legal requirements of grid access in each control area, possible electricity import bans and applicable market rules of APG and MAVIR. The reserved capacities are used on the basis of the schedules disposal respecting the principle 1:1 (exclusive partnership).

To **use** Allocated Capacity from **yearly and/or monthly auctions** operates via the delivery of fixed schedules to MAVIR and APG for the following day and before weekends and before the days listed in Annex 4a and 4b for the following days until and including the next Working Day must be received by:

**APG before 08:00 (CET).**

**MAVIR before 08:00 (CET).**

Modifications after this time are not possible. Use is generally based on the principle "use it or lose it". This means that reservations which are not used by fixed schedules at 08:00 (CET) will be made available to all market participants in the daily allocation procedures (see specific auction rules for the daily auctions).

In the case, if the Auction Participants (from the respective pair 1:1 – exclusive partnership) deliver the incompatible schedules of transmission, the schedules will be reduced or refused. In so far as the schedules do not tally in transmission value terms (MW) only, but the transmission direction tallies, less-valued transmission shall be accepted. Unless the schedules tally in the transmission direction, such un-

matched schedules shall not be accepted - none electricity transmission shall be effected.

In order to use the Allocated Capacity a valid Contract governing the access to the Transmission System of Hungary in 2008 must be concluded with MAVIR before the use of Allocated Capacity for transmission on MAVIR side pursuant to effective version of Trade Code and legal regulations on electric energy in Hungary.

The Allocated Capacity use respecting the principle 1:1 (exclusive partnership) means, that the use is enabled only to a registered market participants (one is registered on the APG side and he meets the requirements of APG and his partner is registered on the MAVIR side and he meets requirements of MAVIR for the use of Allocated Capacities). The subjects meeting these requirements are registered by APG on the basis of the information exchange between APG and MAVIR. Confirmation of this registration shall be issued by APG. APG performs the registration of the exclusive partnership on the basis of a joint application of the exclusive partners. The registration is performed only for the whole calendar month and the application must be delivered to the Auction Office Austria at least 5 working days prior the 1st day of a calendar month, for which the registration is required.

## 12. Curtailment

Should it become necessary to reduce the Allocated Capacities (Curtailment of the Allocated Capacities) – except for Reservation Subperiod(s) –, the Auction Participants will be informed as soon as possible.

Before the deadline of the submission of the schedules the Allocated Capacities shall be reduced by Auction Office based on the request of MAVIR and/or APG.

After the confirmation of the submitted schedules, the reduction of the confirmed schedules shall be implemented pursuant to the proceedings set forth in the relevant laws, and shall only be used in emergency situations where the relevant TSO must act in an expeditious manner and redispatching or countertrading is not possible. Any such procedure shall be applied in a non-discriminatory manner.

Curtailment of Allocated Capacities owing to circumstances which do not constitute Force Majeure or during Reservation Subperiod(s) entitles the Auction Participant to a proportionate refund of the Auction Price. Capacity decrease due to and during Reservation Subperiod(s) do not entitle the Auction Participant to any refund.

## 12.1. Curtailment of Allocated Capacities

In case of Curtailment MAVIR and/or APG informs the Auction Participant of a Curtailment of Allocated Capacities and will submit the values of the reduced Capacities. The Auction Participant have to submit their schedules to APG and to MAVIR taking into consideration the reduced Capacities.

In case of Curtailment of Allocated Capacity from a yearly and/or monthly auction – before a schedule can be transmitted to MAVIR and/or APG (before 8:00 (CET) respectively of the relevant day) –, the Auction Participant whose Allocated Capacity has been curtailed shall also be compensated for each MW and each hour of the capacity which have not been available. The calculation of compensation is according to the formula set out in Article 12.2.

In cases of capacity Curtailment following priority order is used:

1. 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.

## 12.2. Calculation of compensation

Auction Participants who have Allocated Capacity from yearly and/or monthly auctions shall be compensated as follows:

$$Compensation(EUR) = \sum_{h=1}^n \frac{AP(EUR/MW)_{Y,M}}{T(hours)_{Y,M}} \cdot C(MW)_h$$

- AP: Auction Price of relevant year Y or month M and direction  
T: Number of hours of the relevant year or month  
C: Curtailment in hour h  
n: Numbers of hours to be curtailed

MAVIR and/or APG shall inform immediately the Auction Participant whose Allocated Capacity is curtailed and by the 5th calendar day of the following month the Auction Office shall notify to the Auction Participant the evaluation of compensation amount in the yearly and/or monthly invoice.

APG shall pay the compensation in an evaluated and notified amount to Auction Participant based on invoice. The refund shall be netted with the relevant yearly, and/or monthly auction invoice.

### **13. Transfer of Allocated Capacities**

Allocated Capacities awarded in yearly and/or monthly auctions can be transferred by Auction Participants to other interested Auction Participants under the following conditions:

- It is only allowed to transfer Allocated Capacity bought in the course of the yearly and monthly auction to legitimated market participants;
- It is only allowed to transfer Allocated Capacity in periods of whole calendar weeks from Monday 0:00 (CET) till Sunday 24:00 (CET) (“period of transfer”). If a calendar month does not end on Sunday, the time period from Monday 0:00 (CET) to the last day of the calendar month 24:00 (CET) as well as the time period from the first day of the following calendar month 0:00 (CET) to the immediate following Sunday 24:00 (CET) constitute each a period of transfer. The example in Table 1 shows the periods of transfer of the months January and February 2008.

- It is only allowed to transfer Reserved Capacity if the Auction Price is paid (i.e. Allocated Capacity) e.g. in advance for the relevant month (incoming payment on the bank account mentioned in article 10).
- The number of transferable capacity can be 1 MW or integral multiple of 1MW. The transferable volume should not exceed the volume of Reserved Capacity (gained at auction) and hourly volume should be the same for the period of reserve capacity transfer.
- Auction Participants – both the new and the old holder of Allocated Capacity – are obliged to inform APG about any such transfer at least five working days (Monday to Friday) before the period of transfer starts in writing by fax under the following address:

**VERBUND- Austrian Power Grid AG**

Ing. Günther Mann  
Am Johannesberg 5  
A-1100 Wien  
Austria  
Fax: +43 1 53113-53219

The transfer becomes effective by delivery of the confirmation of APG on its own behalf by fax both to the new and the old holder of such transferred reservation of capacity. After confirmation of the transfer by APG only the new holder of the capacity shall be entitled to use the transferred capacity. APG is not obliged to examine the rightful transfer between the old holder and the new holder of the capacity. In case the transfer does not comply with the Yearly and Monthly Auction Rules or the Auction Participant announces to transfer more and/or other capacity than it has purchased in the course of an auction the whole transfer shall not be valid. Any disputes arising from disagreements between the old and the new holder of the capacity do not affect the validity of the transfer after confirmation by APG.

The old holder of the reservation is obliged to impose and assign all obligations resulting from the participation in the auction procedures to the new holder of the transferred reservation of capacity. The old and the new holder of such transferred reservation of capacity shall be jointly and severally liable for all obligations resulting from the participation in the auction procedures until all obligations resulting from the par-

ticipation in the auction procedures are fulfilled. This regulation is also applicable in case of several transfers. This means, that in case of transfer of the reservation of capacity to several Auction Participants all market participants involved in any such transfer shall be jointly and severally liable for all obligations resulting from the participation in the auction procedures.

| January 2008 |   |    |    |    |    | February 2008 |   |    |    |    |    | Periods of Transfer |   |        |
|--------------|---|----|----|----|----|---------------|---|----|----|----|----|---------------------|---|--------|
| Mo           |   | 7  | 14 | 21 | 28 | Mo            |   | 4  | 11 | 18 | 25 | 01.01.              | - | 06.01. |
| Tu           | 1 | 8  | 15 | 22 | 29 | Tu            |   | 5  | 12 | 19 | 26 | 07.01.              | - | 13.01. |
| We           | 2 | 9  | 16 | 23 | 30 | We            |   | 6  | 13 | 20 | 27 | 14.01.              | - | 20.01. |
| Th           | 3 | 10 | 17 | 24 | 31 | Th            |   | 7  | 14 | 21 | 28 | 21.01.              | - | 27.01. |
| Fr           | 4 | 11 | 18 | 25 |    | Fr            | 1 | 8  | 15 | 22 | 29 | 28.01.              | - | 31.01. |
| Sa           | 5 | 12 | 19 | 26 |    | Sa            | 2 | 9  | 16 | 23 |    | 01.02.              | - | 03.02. |
| So           | 6 | 13 | 20 | 27 |    | So            | 3 | 10 | 17 | 24 |    | 04.02.              | - | 10.02. |
|              |   |    |    |    |    |               |   |    |    |    |    | 11.02.              | - | 17.02. |
|              |   |    |    |    |    |               |   |    |    |    |    | 18.02.              | - | 24.02. |
|              |   |    |    |    |    |               |   |    |    |    |    | 25.02.              | - | 29.02. |

Table 1: Periods of transfer in January and February 2008

## 14. Waiver of Right to Compensate

The Auction Participant is not entitled to offset and/or withhold any debts that arise in connection with a yearly and/or monthly auction to any claim on MAVIR and/or APG, whether or not arising out of an yearly and/or monthly auction.

## 15. Notices

Except where these Yearly and Monthly Auction Rules provide otherwise, any notice given under these Yearly and Monthly Auction Rules must be in writing and addressed to the Auction Office Austria as follows:

Notification by mail: Auction Office Austria,  
Alserbachstraße 14 - 16,  
A-1090 Wien

Notification by e-mail: [capacities@auction-office.at](mailto:capacities@auction-office.at)

Notification by phone: +43 1 2537 272 90

Notification by facsimile transmission: +43 1 2537 272 96

## 16. Limitation of Liability

MAVIR and/or APG shall not be liable for any damage caused by slight negligence. Claims for damages arising out or related to the Yearly and Monthly Auction Rules and/or the Contract are limited to the damages typical and foreseeable, unless MAVIR and/or APG have acted wilfully or by gross negligence. In no event shall MAVIR and/or APG be liable for any loss of profit, loss of business, or any other indirect incidental, special or consequential damages of any kind. In any case the liability of MAVIR and/or APG for damages arising out or related to the Yearly and Monthly Auction Rules shall be limited to € 100.000,-- in total.

APG and MAVIR undertake to carry out the provisions set out in the Yearly and Monthly Auction Rules with the diligence of a careful businessman and control area manager in compliance with the applicable regulations set out by European law, respectively by the EU-Regulation, Austrian and Hungarian law and by the Austrian and Hungarian Regulatory Authorities.

Deviating from § 1298 ABGB the burden of establishing guilt is fully on the Auction Participant.

Liability for a breach of contract damaging life, physical well-being, or health that has been caused wilfully, by gross negligence, or by a felony offense cannot be validly excluded.

Any contractual clause shall be null and void if it beforehand limits or excludes liability for damage proceeding from wilful or gross negligence; injury to life, physical well-being, or health; or the consequences of a crime.

## **17. Force Majeure**

MAVIR and/or APG shall not be held liable for non-performance, defective performance or delayed performance of obligations arising from these Yearly and Monthly 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 MAVIR and/or APG.

## **18. Miscellaneous**

Notwithstanding special provisions set out in these Yearly and Monthly Auction Rules no modification of the contract between MAVIR and/or APG on the one hand and the Auction Participant on the other hand shall take effect unless it is in writing, by fax or e-mail confirmed, executed and delivered by MAVIR and/or APG.

If any part or provision of the Yearly and Monthly Auction Rules and/or its Annexes are or become invalid, illegal, void and/or unenforceable, the remaining part(s) shall continue to be valid and enforceable and shall not be affected thereby. Any invalid, illegal, void and/or unenforceable part(s) or provision(s) shall be replaced by valid, legal and/or enforceable part(s) or provision(s) in order to achieve the intended economic and legal effect as far as possible.

## **19. Confidentiality**

By operation and performance under Yearly and Monthly Auction Rules MAVIR and/or APG and its affiliates, if any, may receive or have access to Auction Partici-

part's confidential information. Confidential information shall include all information delivered in writing and designated as "Confidential", or disclosed other than in writing, information as to which the person to whom such information is disclosed, prior to or essentially concurrent with such disclosure, is made aware that confidential information may be or is being disclosed. MAVIR and APG agrees to hold the confidential information in confidence and not to disclose or make such confidential information available, in any form, to any third person or to use such confidential information for any purpose other than the contemplation of the provisions of these Yearly and Monthly Auction Rules except to public authorities.

The provisions of this article 19 shall not apply to any information disclosed to MAVIR and APG as contemplated by said article if:

- a. before such disclosure it was public knowledge or, after such disclosure, becomes public knowledge through no fault of MAVIR and APG;
- b. it was known to MAVIR and APG before that disclosure;
- c. after that disclosure the same information is received by MAVIR and APG from a third party owing no obligation of secrecy to the respective Auction Participant in respect to such information.

## **20. Amendments and Changes**

Any amendments and changes to these Yearly and Monthly Auction Rules shall be notified to the Auction Participants by means of publication of the respective new version of these Yearly and Monthly Auction Rules on the website of Auction Office Austria. Such notification shall include reference to the articles amended or changed and the date on which the new version of these Yearly and Monthly Auction Rules enters into force. Each version of these Yearly and Monthly Auction Rules shall bear its specific number.

## **21. Applicable law and disputes**

These Auction Rules and its Annexes including the issue of its valid conclusion and its pre- and post contractual effect shall be governed by the laws of Austria with the

exclusion of the provisions of Austrian International Private Law, such as the IPRG and the EVÜ.

The place of jurisdiction for all disputes, arising from the auction processes, concerning the monthly and yearly auctions, shall be the competent Court at the registered seat of the Auction Office Austria in Vienna.

In case that court decisions rendered by the competent Austrian Court cannot be executed and/or enforced in the jurisdiction of the opponent/adversary of APG and/or MAVIR these rules and all disputes arising out of these rules and its Annexes or related to its violation, termination or nullity shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) (Vienna International Arbitral Centre, VIAC) by one or more arbitrators appointed in accordance with these rules.

The number of arbitrators shall be three. The substantive law of Austria shall be applicable. The language to be used in the arbitral proceedings shall be English.

According to Directive 2003/54/EC of the European Parliament and of the Council (Directive) any party having a complaint against the auction procedure may refer the complaint to the national Regulatory Authority which acting as dispute settlement authority till first working day after publishing auction results. Concerning to the Directive in case of a complaint regarding cross border trade this complaint shall be submitted and resolved primarily by the affected national Regulator.

-Regulators are allowed to supervise the auctions within 8 days after receiving complain(s). Respective Regulator shall submit this request to the Auction Office at latest on the working day following the disclosure of the publication of auction results.

-In case of violation of agreed Auction Rules the resolution of the Respective Regulator shall be conducted.

-Regulator of the affected country shall co-operate in the dispute settling process.

The place of performance of all obligations of the Auction Participants resulting from the yearly and monthly auctions held in accordance with the Yearly and Monthly Auction Rules and its Annexes shall be the registered seat of the Auction Office Austria in Vienna.

## ANNEX 1: Auction Procedure

The Auction Office Austria (via Capacity Auction System) collects all bids. After expiry of the relevant deadline(s) for bid submission (whether yearly and/or monthly auctions) – see article 8.1 for yearly auction deadlines and article 9.1 for monthly auction deadlines – all valid Bids are listed by the Capacity Auction System in order of decreasing price offers. In case two or more delivered bids offer the same price per MW of the NTC for the auctioned capacities, the earliest will take priority (the decisive criterion is the electronic time stamp).

If the sum of all Bids submitted for a given Auction falls short of or equals the total Interconnection Capacity, no clearing price is charged.

If the sum of all Bids submitted for a given Auction exceeds the Interconnection Capacity, a clearing price is charged. Up to the Bid (marginal Bid), which represents the level above which the sum of the Interconnection Capacity requested by the Auction Participants exceeds the Interconnection Capacity, each Auction Participant receives the Interconnection Capacity requested at the price of this marginal Bid. In cases where several Bids have the same price, the priority shall be given to Bids with earlier time stamp.

The clearing price determined according to the above principle is used as a basis for calculating the Auction Price and apply to all holders of Allocated Capacities.

## ANNEX 2: Scheduled dates of the yearly auction for 2008

|            |   |
|------------|---|
| 08.11.2007 | Publication of the Yearly ATC for 2008            |
| 22.11.2007 | Deadline of bidding for yearly auction            |
| 23.11.2007 | Information of results of yearly auction for 2008 |

## ANNEX 3: Scheduled dates of the monthly auctions in 2008

| <b>Monthly Auction January</b>  |  |
|---------------------------------|--|
| 06.12.2007                      | Publication of the Monthly ATC for January                               |
| 11.12.2007                      | Deadline for bidding monthly auction January and publication of results  |
| <b>Monthly Auction February</b> |  |
| 09.01.2008                      | Publication of the Monthly ATC for February                              |
| 15.01.2008                      | Deadline for bidding monthly auction February and publication of results |
| <b>Monthly Auction March</b>    |  |
| 07.02.2008                      | Publication of the Monthly ATC for March                                 |
| 12.02.2008                      | Deadline for bidding monthly auction March and publication of results    |
| <b>Monthly Auction April</b>    |  |
| 06.03.2008                      | Publication of the Monthly ATC for April                                 |
| 11.03.2008                      | Deadline for bidding monthly auction April and publication of results    |
| <b>Monthly Auction May</b>      |  |
| 10.04.2008                      | Publication of the Monthly ATC for May                                   |
| 15.04.2008                      | Deadline for bidding monthly auction May and publication of results      |
| <b>Monthly Auction June</b>     |  |
| 07.05.2008                      | Publication of the Monthly ATC for June                                  |
| 14.05.2008                      | Deadline for bidding monthly auction June and publication of results     |
| <b>Monthly Auction July</b>     |  |
| 06.06.2008                      | Publication of the Monthly ATC for July                                  |
| 11.06.2008                      | Deadline for bidding monthly auction July and publication of results     |



| <b>Monthly Auction August</b>    |   |
|----------------------------------|---|
| 09.07.2008                       | Publication of the Monthly ATC for August                                 |
| 15.07.2008                       | Deadline for bidding monthly auction August and publication of results    |
| <b>Monthly Auction September</b> |   |
| 07.08.2008                       | Publication of the Monthly ATC for September                              |
| 12.08.2008                       | Deadline for bidding monthly auction September and publication of results |
| <b>Monthly Auction October</b>   |   |
| 10.09.2008                       | Publication of the Monthly ATC for October                                |
| 16.09.2008                       | Deadline for bidding monthly auction October and publication of results   |
| <b>Monthly Auction November</b>  |   |
| 08.10.2008                       | Publication of the Monthly ATC for November                               |
| 14.10.2008                       | Deadline for bidding monthly auction November and publication of results  |
| <b>Monthly Auction December</b>  |   |
| 06.11.2008                       | Publication of the Monthly ATC for December                               |
| 11.11.2008                       | Deadline for bidding monthly auction December and publication of results  |



## ANNEX 4a: Public holidays 2008

| <b>Date:</b>    | <b>Description:</b>                                |
|-----------------|--|
| 01.01.2008 Tue. | New Year's Day / Neujahr                           |
| 06.01.2008 Sun. | Epiphany / Heilige Drei Könige                     |
| 15.03.2008 Sat  | Anniversary of the Revolution 1848-49 (HU)         |
| 24.03.2008 Mon. | Easter Monday / Ostermontag                        |
| 01.05.2008 Thu. | Labour Day / Tag der Arbeit                        |
| 12.05.2008 Mon. | Whit Monday / Pfingstmontag                        |
| 22.05.2008 Thu. | Corpus Christi / Fronleichnam                      |
| 15.08.2008 Fri. | Assumption Day / Maria Himmelfahrt                 |
| 20.08.2008 Wed  | Foundation Day/St. Stephen's Day (HU)              |
| 23.10.2008 Thu  | National Day (HU)                                  |
| 26.10.2008 Sun. | Austria National Day / Nationalfeiertag Österreich |
| 01.11.2008 Sat. | All Saints' Day / Allerheiligen                    |
| 08.12.2008 Mon. | Immaculate Conception / Maria Empfängnis           |
| 25.12.2008 Thu. | Christmas / Christtag / Weihnachtstag              |
| 26.12.2008 Fri. | St. Stephen's Day / Stefanitag / Stephanstag       |

## ANNEX 4b: Days when no auction is held (indicative)

| <b>Date:</b>    | <b>Description:</b>                                |
|-----------------|--|
| 01.01.2008 Tue. | New Year's Day / Neujahr                           |
| 06.01.2008 Sun. | Epiphany / Heilige Drei Könige                     |
| 15.03.2008 Sut. | Anniversary of the Revolution 1848-49 (HU)         |
| 24.03.2008 Mon. | Easter Monday / Ostermontag                        |
| 01.05.2008 Thu. | Labour Day / Tag der Arbeit                        |
| 02.05.2008 Fri. | Rest Day (HU)/Labour Day / Tag der Arbeit          |
| 12.05.2008 Mon. | Whit Monday / Pfingstmontag                        |
| 22.05.2008 Thu. | Corpus Christi / Fronleichnam                      |
| 15.08.2008 Fri. | Assumption Day / Maria Himmelfahrt                 |
| 20.08.2008 Wed. | Foundation Day/St. Stephen's Day (HU)              |
| 23.10.2008 Thu. | National Day (HU)                                  |
| 24.10.2008 Fri. | REST Day (HU)                                      |
| 26.10.2008 Sun. | Austria National Day / Nationalfeiertag Österreich |
| 01.11.2008 Sat. | All Saints' Day / Allerheiligen                    |
| 08.12.2008 Mon. | Immaculate Conception / Maria Empfängnis           |
| 24.12.2008 Wed. | Christmas / Hl. Abend                              |
| 25.12.2008 Thu. | Christmas / Christtag / Weihnachtstag              |
| 26.12.2008 Fri. | St. Stephen's Day / Stefanitag / Stephanstag       |
| 31.12.2008 Wed. | Sylvester  |



## ANNEX 5: Form for the direct debit authorization

|               |
|---------------|
| name:         |
| street:       |
| zipcode/city: |
| phone:        |
| fax:          |



VERBUND-Austrian Power Grid AG  
A-1220 Wien, Wagramer Straße 19, IZD-Tower  
Phone: +43-(0)-50313-56159  
Fax: +43-(0)-50313-52089  
Mail: [Engelbert.Freiler@verbund.at](mailto:Engelbert.Freiler@verbund.at)

### Authorization for direct debit collection

Hereby we revocably authorize you to collect debts at maturity from our bank account by debit advice. Herewith our bank shall be authorized to cash the debit advice, whereas there is no obligation for redemption, particularly if our bank account offers insufficient coverage. We reserve the right to revoke the debts collection within 42 days after the date of debts collection without stating the reason.

|                 |               |            |
|-----------------|---------------|------------|
| Account number: | Name of bank: | Bank code: |
|-----------------|---------------|------------|

|             |
|-------------|
| To (payee): |
|-------------|

|                 |            |
|-----------------|------------|
| location, date: | signature: |
|-----------------|------------|



## ANNEX 6: Registration Form

A-1090 Wien, Alserbachstrasse 14-16  
Phone: +43 1 253 7272 90 Fax: +43 1 253 7272 96  
[www.auction-office.at](http://www.auction-office.at)

| <b>Company</b>                        |  |
|---------------------------------------|--|
| Name according to commercial register |  |
| Department                            |  |
| No. of Commercial Register            |  |
| Address                               |  |
| Post Code                             |  |
| Country                               |  |

| <b>Balance Group Information</b> |  |
|----------------------------------|--|
| Name Of Balance Group            |  |
| EIC Code                         |  |
| E-Mail                           |  |

| <b>Member data</b> |  |
|--------------------|--|
| Responsible Person |  |
| Telephone          |  |
| Fax                |  |
| E-mail             |  |

| <b>Auction Participant</b> |  |
|----------------------------|--|
| Name (Senior User)         |  |
| Telephone                  |  |
| E-mail                     |  |
|                            |  |
| Name (User)                |  |
| Telephone                  |  |
| E-mail                     |  |
|                            |  |
| Name (User)                |  |
| Telephone                  |  |
| E-mail                     |  |
|                            |  |

---

date, signature



## ANNEX 7: Capacity Auction System - Manual

The manual of the “**Capacity Auction System**” is an integrative part of these Yearly and Monthly Auction Rules and is hosted on the homepage of the Auction Office Austria ([www.auction-office.at](http://www.auction-office.at)).



## ANNEX 8: Form of Acknowledgement of “Membership of recognized Austrian Balance Group”

**This form shall be delivered to the following fax number:**

To Mr. Günther Mann  
 Verbund Austrian Power Grid AG  
 A-1100 Wien, Am Johannesberg 5  
 Phone: +43-(0)-50313-53223  
 Fax: +43-(0)-50313-53219  
 Mail: Guenther.Mann@verbund.at

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

|                | From | To |
|----------------|------|----|
| <b>Period:</b> |      |    |

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.

| Confirmation      |   |                                     |
|-------------------|---|-------------------------------------|
|                   | Auction Participant registered/identified by APG: | Name of the Austrian Balance Group: |
| <b>Date:</b>      |   |                                     |
| <b>Signature:</b> |   |                                     |



**ANNEX 9: Form for “1:1” – system notification**

This form shall be delivered to the following fax numbers:

To MAVIR + 36 1 356 6893

To APG +431 53113 – 53219

|                               | APG | MAVIR |
|-------------------------------|-----|-------|
| <b>Name of the company</b>    |     |       |
| <b>Address</b>                |     |       |
| <b>VAT No. (if available)</b> |     |       |
| <b>EIC-Code</b>               |     |       |
| <b>Contact Person</b>         |     |       |
| <b>Telephone No.</b>          |     |       |
| <b>Fax No.</b>                |     |       |
| <b>E-mail address</b>         |     |       |

|               | From | To |
|---------------|------|----|
| <b>Period</b> |      |    |

| <b>Confirmation done by nominated companies</b> |   |   |
|---|---|---|
|   | <i>Name of the company registered/identified by APG</i> | <i>Name of the company registered/identified by MAVIR</i> |
| Date  |   |   |
| <b>Signature and stamp</b>                      |   |   |

|                  | APG's approval | MAVIR's approval |
|------------------|----------------|------------------|
| Date             |                |                  |
| <b>Signature</b> |                |                  |