Approved wording of the document

"Operational Rules
of the Transmission System Operator
Slovenská elektrizačná prenosová sústava, a.s."

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1 Preamble

1.1 CHARACTERISTICS OF THE TRANSMISSION SYSTEM OPERATOR

1. Transmission system (hereinafter referred to as “TS”) is a specific network subsystem of electric systems representing a so-called natural monopoly due to its nature. The transmission system operator (hereinafter referred to as “TS Operator” or “TSO”) and its activities are defined by Directive (EU) No. 2019/944 of the European Parliament and of the Council (hereinafter referred to as ”EPaC“) of 5 June 2019 concerning common rules for the internal market in electricity and amending Directive 2012/27/EU with the obligation of its transposition into the legislation of the Slovak Republic. The competence of this entity and the related business effects are not exposed to direct effect of market mechanisms based on presence of competition, therefore they are subject to regulatory oversight by an independent regulatory body.
2. Specific attention is paid to transfer via interconnectors. The conditions for such transfer and access to the system are laid down by the EPaC Regulation (EU) No. 2019/943 of 5 June 2019 on the internal market for electricity with direct effectiveness to all Member States.
3. Act No. 251/2012 Coll. on Energy and on amendment of certain acts (hereinafter referred to as "Energy Act") transposes and adapts provisions of the EU legislation into the legislation of the Slovak Republic and establishes the rights and responsibilities of the TS Operator in the Slovak Republic as well as other electricity market participants (hereinafter referred to as “Participant”).
4. Slovenská elektrizačná prenosová sústava, a.s. (hereinafter referred to as “SEPS”) as the TS Operator in the Slovak Republic is a holder of the authorization for electricity transmission. The basic task of TS Operator is to provide transmission services to TS users (hereinafter referred to as “User”), system services (hereinafter referred to as “SyS”) necessary for safe and reliable operation of the electricity system of the Slovak Republic (hereinafter referred to as “ES of SR”). The mission of SEPS is to operate the transmission system reliably, to provide for the dispatch management of the system, its maintenance, renewal, and development to ensure reliable and quality supply of electricity to all Users as well as its parallel operation with the neighbouring transmission systems.
5. Provision of transmission services is defined as transfer of TS electricity from the supply point to the delivery point in TS and from TS to offtake points in the quality and in accordance with the conditions established in the Technical Conditions for Access and Connection, regulations for operation of the transmission system (hereinafter referred to as "Technical Conditions") and in the Contract for Access to the Transmission System and Transmission of Electricity. The TS Operator guarantees continuity of electricity transmission via TS to the consumer’s equipment within the scope of the Technical Conditions and of these Operational Rules of the Transmission System Operator, Slovenská elektrizačná prenosová sústava, a.s. (hereinafter referred to as “Operational Rules”).
6. Provision of SyS means the activities of TSO carried out for the purpose of ensuring operational reliability of the ES of SR by dispatch management of the ES of SR in real time, by continuous maintaining of balance between immediate consumption and electricity production in real time within the defined territory, by compliance with the conditions of synchronous interconnection with the neighbouring electricity systems and activities for provision of restoring synchronous operation in case of the ES of SR breakdown. Moreover, it includes services provided by TSO necessary for provision of safe operation of manufacturing facilities of the electricity generator. Furthermore, provision of SyS means the TSO activities aimed at coordination of the medium-

term and long-term development of the ES of SR to be able to provide for eligible development activities and needs of the ES of SR users continuously.

7. SyS are provided by the TS facilities and equipment as well as by individual Users providing ancillary services (hereinafter referred to as “PpS”) and supplying regulation electricity (hereinafter referred to as “RE”). PpS are services purchased by TS Operator to ensure SyS provision necessary to maintain the electricity supply quality and for provision of the system operational reliability and compliance with the international standards valid for the interconnected systems while the result of the provision thereof is usually supply of RE for the purpose of maintaining the balance between the actual production and consumption of electricity in real time within the defined territory.

8. Description of individual PpS and their technical specifications are provided in the Technical Conditions. Technical requirements for the procured regulation services and non-frequency ancillary services are approved by the Office for Regulatory Network Industries (hereinafter referred to as “Office” or “RONI”) in accordance with the provisions of Article 28 par. 4 and 5 of the Energy Act. The method of the PpS provision and characteristics of contractual relationships between the ancillary service provider (hereinafter referred to as “PpS Provider” or “Provider”) and TSO are included in these Operational Rules.

9. TSO is responsible for:
   a) provision of long-term reliable, safe and efficient operation of the system in cooperation with the transmission system operators of the neighbouring countries and the distribution system operators to which the transmission system is interconnected;
   b) management of electricity transmission in the system on the defined territory while considering electricity transmission between the interconnected transmission system of the neighbouring countries;
   c) provision of coordination and development of the system;
   d) maintaining balancing the system imbalance on the defined territory in compliance with the international rules;
   e) dispatch management of the ES of SR in real time by continuous maintaining of balance between electricity production and consumption in real time within the defined territory;
   f) provision of reasonable capacity of the transmission system and the system operability;
   g) allocation of transmission capacity in a transparent and non-discriminatory manner;
   h) elaboration of annual, monthly, weekly, and daily preparation of the ES of SR operation;
   i) electricity flow management in TS while respecting electricity transmissions between interconnected systems of other countries and in cooperation with the regional distribution system operators (hereinafter referred to as “RDSO”).
   j) dispatch management of electricity generating facilities within the defined territory in accordance with the concluded contracts and approved preparation of the ES of SR operation;
   k) provision of electricity transmission under the concluded contracts in the quality set by the Technical Conditions;
   l) provision of system services within the defined territory including the services required for ensuring safe operation of the electricity generating facilities of the electricity generator and the services provided as response to the demand;

m) provision of purchase of ancillary services that are necessary to ensure provision of systemic services for maintaining quality of electricity supply and to ensure operational reliability of the system;

n) definition and publishing of the Technical Conditions;

o) systematic inspection and evaluation of ancillary service provision quality;

p) provision of electricity for balancing of immediate imbalance between electricity production and consumption;

q) provision of measurement in TS and provision of the measured data to individual Participants connected to TS.

10. From the point of TS utilization, the TS Users are classified in the following categories:

a) operators of electricity generating facilities;

b) operators of electricity storage facilities;

c) regional distribution system operators;

d) local distribution system operators;

e) energy communities;

f) final electricity consumers;

g) operators of neighbouring transmission systems.

11. When providing services, TSO takes the same approach towards all Participants based on open, transparent, and non-discriminatory conditions. TSO makes no difference between individual Users or groups of Users except for the specifics determined by the Technical Conditions and by these Operational Rules. When providing services, TSO follows the provisions of these Operational Rules and of the Technical Conditions.

12. Conditions and rules for provision of the TSO services are based on transparent and non-discriminatory principle and they are available on the TS Operator website (hereinafter referred to as “Website”) www.sepsas.sk. These conditions and rules are under the public supervision, in the form of the approval process by the Office. For such purpose, the rules of the TSO competence are specified transparently:

a) in the Technical Conditions establishing the technical conditions and standards for connection and use of TS, TS operation rules and dispatch management of the ES of SR;

b) in the Conditions for Procurement of Non-Frequency Ancillary Services, which shall be approved by the Office;

c) in the Operational Rules establishing principles and conditions of business relationships for provision of the TS services including connection to TS between the User and TSO.

1.2 DEFINITION OF THE STATUS OF THESE OPERATIONAL RULES

1. Incorporation of the legislative standards in the Operational Rules is the TSO obligation laid down by Act No. 250/2012 Coll. on Regulation in Network Industries (hereinafter referred to as

"Regulation Act"). Pursuant to this Act, the Operational Rules, following the approval by the Office, are binding for the Participants.

2. The aforesaid TSO obligations are specified further by the Energy Act and in RONI Decree No. 207/2023 Coll. laying down the rules for operation of the internal market in electricity, the content requirements of the operational rules of the system operator, the short-term electricity market organiser and the scope of the trading conditions that are part of the operational rules of the system operator (hereinafter referred to as "Market Rules").
3. The objective of the Operational Rules is to provide principles, rules, and standards of the TSO competence transparently to all Users.
4. Moreover, these Operational Rules define:
   a) Determination and definitions of relevant system, ancillary, and transmission services, conditions to be met by applicants for connection, for access to the transmission system and electricity transmission.
   b) Requirements for necessary data, information or scope of cooperation that the Users are obliged to provide to TSO and that condition proper operation of TS.
   c) Conditions under which the Users may offer PpS and the rules and conditions TSO follows at selection of Providers of these services;
   d) Rules TSO follows at provision of transmission services via interconnectors and rules for allocation of capacities for transmission over these lines;
   e) TSO method of information publication.
5. The Operational Rules serve to the Users as a list of conditions necessary for reliable cooperation with TSO and trading conditions under which TSO provides transmission services and purchases PpS in a way so as to avoid misuse of its natural monopoly position, and to ensure respecting the legitimate interests of TSO when exercising its business activities and safe and reliable management of the TS operation.
6. Due to the synchronous connection of the ES of SR to the interconnected Europe's energy system, there are standards adopted on the European level. Access of the third parties into the system upon the legislation of the Slovak Republic and in accordance with the European legislation is ensured for all Users, both domestic and foreign ones in the area of transmission via interconnectors.
7. Due to continuous development of the market in electricity and reshaping the market rules and functioning of market institutions, the content of the Operational Rules will be gradually adjusted in accordance with the amendments, improvements or updates based on development of this process in the Slovak Republic and in the EU.
8. The Operational Rules govern large area of TS services, purchasing and provision of PpS and procurement of RE. They lay down the rules for the Users connected to TS as well as for the Users whose facilities are not connected to TS, however, they use TS for execution of their trades in electricity within transmissions via interconnectors or within the Slovak Republic.
9. Services provided by TS Operator are of the monopoly nature and they are regulated by the Office. These services mean provision of transmission services and provision of SyS including balancing the system imbalances within the defined territory. TSO provides the services according to these Operational Rules to all natural and legal persons within the defined territory and within their competence.

10. The conditions for connection to TS are governed by Chapter 2 of the Operational Rules. The conditions for provision of transmission, conditions for provision and invoicing of SyS as well as the conditions and invoicing of payments to the National Nuclear Fund are governed by Chapter 3 of the Operational Rules. The conditions for transmission via interconnectors are governed by Chapter 4 of the Operational Rules.
11. For purchase of PpS necessary for provision of SyS, for procurement of RE and for purchase of electricity dedicated to cover losses in TS, TSO acts in a monopoly manner on the side of demand as a single entity requesting and purchasing these services. The conditions providing for non-discriminatory approach towards all potential Providers, are outlined in Chapter 5 or Chapter 6 of the Operational Rules.
12. The trading conditions established in these Operational Rules as well as the Technical Conditions form an integral part of contracts concluded by and between TSO and other Participants for all regulated activities set out in these Operational Rules.
13. The Operational Rules, including all changes and updates, are approved by the Office decision and are binding for the Participants. All potential changes to their wording shall be subject to public consultation via the Website prior to approval by the Office. The currently valid version of the Operational Rules is published on the Website.

1.3 Interpretation of Terms, List of Abbreviations, Types of Contracts

1.3.1 Interpretation of Terms

- **Aggregation** – an activity by which an aggregator merges flexibility from several offtake points and supply points for the purpose of offer and sale of aggregated flexibility on organized markets in electricity or on the market in ancillary services or to minimize imbalance within the balance group of the aggregator (see the Energy Act);
- **Aggregator** – a person with a license for electricity supply and which performs the activity of aggregation (see the Energy Act);
- **Activation of flexibility** – managed change in electricity offtake from the system or managed change in electricity supply into the system caused by the response to the market signals including the changes of market changes in time or payments settled as a remuneration for the change of electricity offtake or supply (see the Energy Act);
- **Balance group** – is a group of offtake points and supply points of electricity market participants for which one common accounting entity has assumed responsibility for an imbalance for the off-take or supply of electricity or for an imbalance resulting from the activation of aggregated flexibility at the offtake points or at the supply points; it is designated with an identification number of the balance group;
- **Cross-Border Profile** - a set of lines interconnecting two neighbouring transmission systems (see the Market Rules);
- **Daily Diagram** - a sequence of values of the agreed quantity of electricity offtake or electricity supply in MW for each trading hour of the trading day, in 15-minute intervals (see the Market Rules);

- **Day** - a calendar day;
- **Dispatching Rules** - a document establishing the rules for dispatch management of the ES of SR in accordance with the Energy Act approved by the Office decision;
- **Distribution System** - means mutually interconnected electricity lines of very high voltage up to 110 kV inclusive, and of high voltage or low voltage and electro-energetic facilities necessary for distribution of electricity in a part of the defined territory; the distribution system includes also metering, protection, control, security, information, and telecommunication equipment and electronic communication networks the basic purpose of which is ensuring operation necessary for the distribution system operation; moreover, the distribution system includes the electricity line and electro-energetic facility used for transmission of electricity from a part of the territory of the European Union or a part of the territory of the third countries to the defined territory or to a part of the defined territory, unless such electricity line or electro-energetic facility connects the transmission system with the transmission system of the Member State or with the transmission system of the third countries (see the Energy Act);
- **Electricity Distribution** - transmission of electricity via the distribution system in a part of the defined territory for the purpose of its transmission to electricity consumers (see the Energy Act);
- **Electricity Supplier** – a person with permission for electricity supply and, who, concurrently, does not assume responsibility for imbalance in the offtake place or in the place of flexibility provider caused by flexibility activation at the time in which flexibility is activated except for the cases when the electricity supplier is at the same time an aggregator or active consumer or energy community if they supply electricity to another person (see the Energy Act);
- **Regulation Electricity Supplier in the IGCC System** - a TSO supplying regulation electricity exclusively in the form of automatic activation of the regulation electricity with the parameters of PpS of the aFRR type by means of a control information system of the TSO dispatching in cooperation with the transmission system operators within the IGCC system (see the Market Rules);
- **Regulation Electricity Supplier in the MARI platform** - a TSO supplying regulation electricity exclusively in the form of manual activation of the regulation electricity with the parameters of PpS of the mFRR type by means of a control information system of the TSO dispatching in cooperation with the interconnected transmission system operators within the MARI European platform (see the Market Rules);
- **Regulation Electricity Supplier in the PICASSO platform** - a TSO supplying regulation electricity exclusively in the form of automatic activation of the regulation electricity with the parameters of PpS of the aFRR type by means of a control information system of the TSO dispatching in cooperation with the transmission system operators within the PICASSO platform (see the Market Rules);
- **Electricity Supply** - sale of electricity (see the Energy Act);
- **Electricity Import** - a flow of the contractually agreed amount of electricity from a member state or the third country to the defined territory;
- **Energetic Week** - seven consecutive trading days, starting at 00:00 a.m. on Saturday and ending at 00:00 p.m. on Friday;
- **Explicit Auction** - a method for allocation of cross-border transmission capacity in the form of an auction (see the Market Rules);

- **Free Bid** – breakdown of regulation electricity by the Ancillary Service Provider in the TSO IS beyond the scope of its valid contract on ancillary services;
- **Physical Supply of Electricity** - the amount of supplied electricity metered at the offtake point or supply point;
- **Physical Offtake of Electricity** - the amount of demanded electricity metered at the offtake point or supply point;
- **Identification Number (EIC)** - a sixteen-digit code allocated in accordance with the standard of operators association, issued by a local issuer of identification numbers or a person authorised by it;
- **Implicit Auction** - an electricity trading method through an auction where the successful electricity trading participant is allocated a cross-border transmission capacity (see the Market Rules);
- **Connection Capacity for Offtake from TS or for Supply to TS for the Regional Distribution System Operator** – real usability of technical dimensioning of connection in each individual connection point of its facilities to TS, set out in the contract on connection to TS, while this value may not exceed the maximum CC value set according to the methodology in the TSO Technical Conditions;
- **Connection Capacity for Offtake from TS or for Supply to TS for the Final Electricity Consumers from TS, Energy Community, Local Distribution System Operators Connected to TS, for Electricity Generators Connected to TS and for the operator of the facility for electricity storage connected to TS –** real usability of technical dimensioning of connection in each individual connection point of their facilities to TS set out in the contract on connection to TS;
- **Positive Imbalance** – the imbalance has a positive sign if the Accounting Entity causes the electricity surplus in the system due to its actions;
- **Positive Regulation Electricity** - regulation electricity that balances a negative imbalance in the system, i.e. it represents increase in the output of electricity generating facilities or decrease in the consumption on the side of consumers;
- **Local Identification Number Issuer** – a TSO who is authorized within the defined territory by the operators association to assign and keep records of identification numbers in accordance with the operators Association standard; or a short-term electricity market organizer authorized by the transmission system operator; the Local Identification Number Issuer defines the procedure for determining offtake point and supply point identification numbers in accordance with the operators association standard assigned and recorded by the system operators;
- **Market Coupling** - an implicit auction method based on market principles which couples the energy trading and capacity allocation processes; the transmission capacities are actually used to their maximum extent since the option of non-utilization of the nominated capacity is eliminated.
- **Measuring Scheme –** defines metering points from the supply/offtake points between the facilities of the User and TS. It contains schematically outlined components: transformers, generators, bus bars, outlets, metering methods and patterns of supply/offtake points for individual services provided by the transmission system;

- **Metering Point** - a point of connection of the User to the system equipped with a designated meter (see the Energy Act);
- **Month** - a calendar month;
- **Local Distribution System** - a distribution system to which maximum of 100,000 offtake points are connected (see the Energy Act);
- **Emergency Operational Situation** - the situation that arises in case of a risk that the available regulatory scope will not be sufficient to regulate the deficit or surplus of electricity in the system;
- **Costs Induced by TSO** - eligible costs of TSO related to connection of the electro-energetic facility or electricity demand facility of the Applicant to the transmission system;
- **Non-Frequency Ancillary Service** - a service used by transmission system operator to ensure regulation voltage regulation in the stabilized state, reactive power flows, system stability in the stabilized and failure state, ability of the "Black Start" or ability of an island operation (see the Energy Act);
- **Trading Hour** - a basic time period for which the electricity supply or electricity offtake is agreed; the first trading hour of the trading day starts at 00:00:00 and ends at 01:00:00 and it is marked with the figure one (see the Market Rules);
- **Bidding Area** - a territory on which the organized short-term cross-border electricity market in electricity is organized and evaluated by the short-term electricity market organizer for the organized short-term cross-border electricity market participants (see the Market Rules);
- **Trading Day** - 24 trading hours except for the transition of the trading day from the Central European Time to the Central European Summer Time and back; the trading day starts with the first trading hour at 00:00:00 and ends at 24:00:00; in case of transition to the Central European Summer Time, the trading day consists of 23 trading hours and in case of transition to the Central European Time, the trading day consists of 25 trading hours (see the Market Rules);
- **Business Period** – a time slot of 15 minutes within the quarter-hourly resolution of the trading hour;
- **Electricity Consumer -** an entity who purchases electricity for the purpose of resale or a final electricity consumer (see the Energy Act);
- **Electricity Consumer with Permission for Energy Business in the Field of Electricity Distribution -** an entity that purchases electricity for the purpose of resale or a final electricity consumer (see the Energy Act) with permission for electricity distribution;
- **Offtake Point** - an electricity offtake point consisting of one or several metering points (see the Energy Act);
- **Demand Electricity Facility Providing PpS** - an independent demand unit capable of remote or autonomous regulation of active power;
- **System Imbalance** – the amount of procured regulation electricity (see the Energy Act); the system imbalance has a positive sign in case of prevailing Negative Regulation Electricity in the given accounting period and a negative sign in case of prevailing Positive Regulation Electricity in the given accounting period;
- **Imbalance of the Electricity Market Participant** - an imbalance that arose in a certain period of time as a difference between the contractually agreed quantity of electricity supply or electricity offtake and the actually supplied or taken quantity of electricity in real time (see the Energy Act);

- **Supply Point** - an electricity supply point consisting of one or several metering points (see the Energy Act);
- **Disconnection from the central control of platforms** - is a state in which the communication between the control systems of the transmission system operator and the control systems of the relevant platform for the procurement of regulation electricity is interrupted in such a way that the transmission system operator activates and prices the relevant standard product autonomously without interaction with the relevant platform for a given time period. During disconnection from the system, the price for the procured regulation electricity shall be determined in accordance with Chapter 5.12.2.3 of the Operational Rules.
- **Eligible Consumer** - an entity authorized to select an electricity supplier (see the Energy Act);
- **Short-Term Electricity Market Organizer** - an entity that has a license for the activity of the short-term electricity market organizer (see the Energy Act);
- **Other Electricity Self-Consumption of the System Operator** - electricity consumption of the system operator except for electricity self-consumption of the system operator for operation of the system and electricity losses in the system (see the Market Rules);
- **Ancillary Service** – a service that is purchased by TSO for the transmission system operation including regulation services and non-frequency ancillary services; ancillary service does not include congestion management (see the Energy Act);
- **Flexibility Provider** - an entity operating the electro-energetic facility or demand electricity facility with the ability of flexibility;
- **Ancillary Service Provider** – a participant of the market in electricity which concluded a contract on ancillary service provision with the transmission system operator;
- **Preliminary Approval Procedure** - a procedure to verify whether the availability provider complies with the requirements defined by the transmission system operators;
- **License** - an authorization to conduct business in the energy sector (see the Energy Act);
- **Electricity Transmission** - the transit of electricity through the transmission system within the defined territory or the transit of electricity through the transmission system from and to the interconnected systems of member states or the third countries for the purpose of its transit to electricity consumers (see the Energy Act);
- **Transmission Capacity of Integrated Markets** - the daily transmission capacity intended for an implicit auction conducted in two or several integrated bidding areas; to ensure electricity transmission between integrated markets, it is not necessary to obtain the right to use the transmission capacity by the electricity market participants (see the Market Rules);
- **Transmission System** - mutually interconnected ultra-high and very-high voltage electricity lines and electro-energetic facilities necessary for the transmission of electricity within the defined territory, mutually interconnected ultra-high and very-high voltage and electro-energetic facilities necessary for the interconnection of the transmission system with a transmission system outside the defined territory; the transmission system includes also metering, protection, control, security, information, and telecommunication equipment necessary for the transmission system operation (see the Energy Act);
- **Shipping Agent** - a legal entity ensuring export and import of electricity between particular bidding areas within the Market Coupling, which concluded a contract with the Short-Term

Electricity Market Organizer on performing the shipping agent function for the needs of the day-ahead market in electricity;

- **Distribution System Operator** – an entity who has the license for electricity distribution in a part of the defined territory (see the Energy Act);
- **Transmission System Operator** – an entity who has the license for electricity transmission on the defined territory (see the Energy Act); *The transmission system operator in the Slovak Republic is Slovenská elektrizačná prenosová sústava, a.s.;*
- **Operational Rules** - the document "Operational Rules of Slovenská elektrizačná prenosová sústava, a.s., Transmission System Operator" with incorporated market rules and which governs the relations between TSO and electricity market participants, prepared by TSO and approved by the Office (see the Regulation Act);
- **Connection to the Transmission System** - ensuring the necessary capacity for connection in the transmission system and physical connection of an electro-energetic facility or demand electricity facility to the transmission system (see the Energy Act);
- **Access to the Transmission System** – access to the transmission system means the right of the electricity market participant to use the transmission system within the scope of the contractually agreed transmission capacity and if it is a participant supplying electricity in the connection point, access to the transmission system means the right of to supply electricity to the transmission system (see the Energy Act);
- **Counter-trade** - a cross-zonal exchange initiated by the system operators between two bidding zones in order to alleviate physical congestion of the system (see the Market Rules);
- **Redispatching** - a measure, including restriction on electricity distribution activated by one or several transmission system operators or one or several distribution system operators through a change in the generation or load model in order to alter the physical flows in the system and to alleviate physical congestion or otherwise ensure the system security (see the Market Rules);
- **Regional Distribution System** - a distribution system to which more than 100,000 offtake points are connected (see the Energy Act);
- **Regulation Electricity** - electricity procured in real time by the transmission system operator in order to ensure balance between immediate consumption and electricity production in the system, within the defined territory (see the Energy Act);
- **Regulation Service** - provision of availability, regulation electricity supply pro provision of both these services to the transmission system operator (see the Energy Act);
- **Reserved Capacity of Electricity Offtake of the Transmission System User for Access to the System** – a reserved capacity in MW in the year t for each offtake point is determined as an arithmetic average of annual values of actual annual maxima of 15-minute output in the years t-2 to t-4. The values of outputs are determined in MW with three decimal places (see the Decree by the Office on Price Regulation);
- **Reserved Capacity of Electricity Supply of the Transmission System User** – a sum of capacities for connection to the transmission system in the supply points of the transmission system user provided in the contract on connection to the transmission system defined by the Decree on Price Regulation;
- **Decisive Day, Decisive Time** - the time by which a specific act must be carried out, for example submission of or publishing of the information;

- **Group Activation** - a method of optimization of activation of a certain group of facilities providing ancillary services of the mFRR or mFRR3 type based on economically efficient principle that is approved by the TS operator;
- **Interconnector** - a line connecting the transmission system with the transmission system of member states or the transmission system of the third countries (see the Energy Act);
- **Electricity Losses in the System** - a difference between the amount of electricity entering the system operated by the system operator and the amount of electricity exiting the system, lowered by the self-consumption of the system operator;
- **Accounting Entity** - an electricity market participant who selected a regime of its own responsibility for an imbalance and concluded a contract on imbalance settlement (see the Energy Act);
- **International Grid Control Cooperation System** - a system of cooperation among operators of synchronously interconnected transmission systems aimed at elimination of mutual secondary regulation of power and frequency in the opposite directions (see the Market Rules);
- **System Service** - a service of the transmission system operator required to ensure operational reliability of the system within the defined territory; this includes also services provided by the transmission system operator necessary for safe operation of the generating facilities of the electricity generator (see the Energy Act);
- **15-minute Interval of the Trading Hour** - a sequence of four consecutive periods of time with duration of 15 minutes (see the Market Rules);
- **Technical Conditions** - the document “Technical Conditions for Access and Connection, Operational Rules for the Transmission System" issued by TSO in accordance with the provisions of the Energy Act;
- **Technical Dimensioning of Connection to the Transmission System** - technological dimensioning of a facility for connection of an electricity generator, electricity storage facility operator, final electricity consumer, energy community or a distribution system operator to the transmission system set individually for each individual connection point in the contract on connection to the transmission system, in accordance with the Market Rules (see the Energy Act);
- **Electricity Transit** - a flow of contractually agreed amount of electricity via the defined territory to the territory of a member state or the third country;
- **Electricity Storage** - postponing of electricity consumption for later time than its production time or conversion of electricity into the form of energy that may be stored, storage of such energy and subsequent back conversion of such energy into electricity within one offtake point or supply point;
- **Closed Distribution System** – a distribution system classified by a member state as a closed one pursuant to the Directive (EU) 2019/944 of the European Parliament and of the Council on common rules for the internal market for electricity;
- **User (TS)** - an entity supplying electricity or consuming electricity through the transmission system or has a contractual relationship with the TS operator (see the Energy Act);
- **Electricity Market Participant** - an electricity generator, transmission system operator, distribution system operator, electricity supplier, final electricity consumer, short-term electricity

market organizer, electricity repurchaser, aggregator, electricity storage facility operator, energy community, direct line operator (see the Energy Act);

- **Electricity Self-Consumption of the System Operator for Operation of the System**– consumption of electricity required for operation of construction parts of the system facilities and technological equipment of the system related to operation of the system, except for electricity losses in the system (see the Market Rules);
- **Available Trading (Transmission) Capacity** - available transmission capacity of a cross-border profile that may be used by accounting entities for import or export of electricity (see the Market Rules);
- **Electricity Generator** - an entity authorized to produce electricity in the electricity generating facility (see the Energy Act);
- **Generating Facility** - a facility capable of electricity generation, capable of distance or autonomous regulation of active power. It can be a generating facility of a central or decentral type while electricity is produced by applying any method (e.g. from nuclear fuel, coal, gas, water, biomass, biogas, solar radiation, wind);
- **Electricity Export** - flow of contractually agreed amount of electricity from the defined territory to the member state or to the third country;
- **Supply/Offtake Point Formulae** - define the resulting offtake/supply at the particular supply/offtake point of the User for individual provided services by the transmission system, taking into account the impact of losses on performance and block transformers;
- **Website –** an internet site of the transmission system operator (www.sepsas.sk);
- **Facility** – an appliance, mechanism or the coherent summary of appliances or mechanisms used for performance of a certain activity; in some chapters of the Operational Rules as an electricity generating facility;
- **Electricity Storage Facility** – a facility for electricity storage;
- **Basic Connection** - is connection of the TS/RDS network which is optimal in terms of current and voltage conditions while taking into account the distribution of offtake points; it is usually defined for one year ahead in the document called “Study on the ES of SR Operation for the Year N+1”;
- **Negative Imbalance** – the imbalance has a negative sign if the Accounting Entity causes the electricity shortage in the system due to its actions;
- **Resinous Regulation Electricity** - regulation electricity balancing the positive imbalance in the system, i.e. reduction of power of electricity generating facilities or increase of consumption on the part of consumers;
- **Facility Providing PpS** - a facility contractually used by TSO to provide ancillary services;
- **Imbalance Biller** - an entity that ensures imbalance settlement (see the Energy Act); *The imbalance biller is OKTE, a.s.*

1.3.2 List of Abbreviations

- **aFRR** – secondary regulation of active power and frequency (automatic Frequency Restoration Reserve)

- **aFRR+** – secondary regulation of active power and frequency, positive (automatic Frequency Restoration Reserve positive)
- **aFRR-** – secondary regulation of active power and frequency, negative (automatic Frequency Restoration Reserve negative)
- **ASDR** - automated dispatch management system
- **ASZD** - automated data collection system
- **BESS** - system for electricity storage on the basis of batteries (Battery Energy Storage System)
- **CBMP** – cross border marginal price
- **EURIBOR** - a reference interest rate for European currency transactions applied to trade between banks within Europe, published by the European Central Bank (Euro Interbank Offered Rate)
- **DA** – direct activation of ancillary services of the mFRR type
- **DPP** – daily preparation of the operation for breakdown of availability and P_{dg}
- **VAT** - value added tax
- **TYNDP** - Ten-Year Network Development Plan
- **DS** - distribution system
- **EIC** - Standard of operators association for unambiguous identification of accounting entities, balancing groups, offtake and supply points (Energy Identification Coding Scheme)
- **ENTSO-E** - European Network of Transmission System Operators for Electricity, operators association
- **ERAA** - European Resource Adequacy Assessment
- **ESP** - a standard of operators association for data exchange within the process of imbalance settlement (ENTSO-E Settlement Process)
- **ESS** - a standard of operators association for registration of daily electricity diagrams (ENTSO-E Scheduling System)
- **ES of SR** - Electricity system of the Slovak Republic
- **FCR** – Frequency Containment Reserve – a term from valid Commission Regulations (EU), in the ES of SR the older term primary regulation of active power and frequency (PRV) is used)
- **FRR** – Frequency Restoration Reserve – a term from valid Commission Regulations (EU), in principle regulation services with activation/deactivation period up to 15 minutes (inclusive), they are divided according to the activation/deactivation method into automatic regulation (aFRR – in the ES of SR it is the term secondary regulation of power) and manual regulation (mFRR – in the ES of SR it is the term tertiary regulation of power, demand reduction, demand increase)
- **INP** – Imbalance Netting Process (uses the **IGCC** - International Grid Control Cooperation platform)
- **IS** – Information System
- **TSO IS** – information system of the transmission system operator (ePortal Damas Energy)
- **IS ZO** – Information System of Imbalance Biller

- **ITC** - Agreement on compensation for use of infrastructure (Inter-TSO Compensation)
- **CC** - capacity of connection to the transmission system
- **LER** - facilities with a limited energy reserve (Limited Energy Reservoirs)
- **MCC** - daily transmission capacity for Market Coupling (Market Coupling Capacity)
- **mFRR –** tertiary regulation of active power (manual Frequency Restoration Reserve)
- **mFRR3+** – 3-minute positive tertiary regulation of active power, older abbreviation TRV3MIN+
- **mFRR3-** – 3-minute negative tertiary regulation of active power, older abbreviation TRV3MIN-
- **MH SR** - the Ministry of Economy of the Slovak Republic ("Ministry")
- **LDS** – local DS
- **NRAA** - National Resource Adequacy Assessment
- **NRE** – non-guaranteed regulation electricity
- **OKTE, a.s.** – Short-term electricity market organizer
- **OOM** – offtake and supply point
- **P_{dg}** – diagram point of block
- **DSO** – Distribution System Operator
- **LDSO** – Local Distribution System Operator
- **RDSO** – Regional Distribution System Operator
- **PP ES of SR** – preparation of operation of the electricity system of the Slovak Republic
- **PP** - preparation of operation
- **PP RE** – preparation of the operation for RE bidding includes daily preparation of the operation and RE changes
- **PpS** - ancillary services
- **TSO** – Transmission System Operator
- **TS** – transmission system
- **PTN** - instrument voltage transformer
- **PTP** - instrument current transformer
- **PVE** – pump-storage hydroelectric power plant
- **RDS** – regional distribution system
- **RE** – regulation electricity
- **RIS SED** – control and information system of TSO dispatching
- **RIS ZD** – stand-by control and information system of TSO dispatching
- **SA** – scheduled activation – planned activation of PpS of the mFRR-type
- **SAP** - Single Allocation Platform for long-term (forward) capacity allocation (Single Allocation Platform)
- **SEPS** – Slovenská elektrizačná prenosová sústava, a.s.

- **SRN** – secondary voltage regulation
- **SyS** – system services
- **SZ** – accounting entity
- **TDP** – technical dimensioning of connection to the transmission system
- **TPP** – weekly preparation of the operation for breakdown of availability and P_{dg}
- **TRV3MIN+** – 3-minute positive tertiary regulation of active power, older abbreviation
- **TRV3MIN-** – 3-minute negative tertiary regulation of active power, older abbreviation
- **RONI** – Regulatory Office for Network Industries ("Office")
- **VK** – tender procedure
- **VOPK** - available trading (transmission) capacity
- **VPS –** a significant network user, an entity obliged to implement the measures resulting from the Defence Plan and the Recovery Plan within the meaning of the ER Regulation on its facilities
- **XBID** – a platform for continuous intraday trading in electricity (Cross -Border Intraday)
- **XML** – Extensible Markup Language

1.3.3 Types of Contracts

- Contract on Common Procedure for Construction of Facilities

This contract precedes conclusion of a contract on connection to TS, if, for the purpose of connection, it, at first, is necessary to build electro-energetic facility for connection on the side of TS. Further details are included in the Trading Conditions to the contract on connection to TS.

- Contract on Connection to the Transmission System

By conclusion of the Contract on Connection to the Transmission System, after fulfilment of the trading conditions and technical conditions, TSO undertakes to connect the facility of an applicant for generation, distribution, storage or offtake of electricity to the transmission system and to ensure the agreed technical dimensioning of connection to the transmission system in the amount pursuant to the contract and to provide for CC for offtake from TS and for supply to TS in the connection point of the TS User in the amount according to the contract. The applicant undertakes to pay the determined share of costs induced for the TS operator due to connection of an electro-energetic facility and not to exceed the TDP and CC values defined in the Contract.

- Framework Contract on Connection to the Transmission System

By conclusion of the Framework Contract on Connection to the Transmission System, after fulfilment of the trading conditions and technical conditions, TSO undertakes to connect the facility of an applicant for generation, distribution, storage or offtake of electricity to the transmission system, to ensure the agreed technical dimensioning of the connection to the transmission system in the amount pursuant to the contract and to set the CC values for offtake from TS and for supply to TS in the connection points of the TS User. The applicant undertakes to pay the determined share of costs induced for the TS operator due to connection of an electro-energetic facility and not to exceed the TDP and CC values defined in the partial contract for individual connection points.

- Contract on Access to the Transmission System and Electricity Transmission

By conclusion of the Contract on Access to the Transmission System and Electricity Transmission, the transmission system operator undertakes to enable access to the system and to transmit the amount of electricity limited in output by the amount of the reserved capacity in the transmission system for the Participant but for the Participant supplying electricity to the transmission system in the connection point and this Participant undertakes to pay the price for provision of the transmission and related services. The value of the reserved capacity will be determined in the Contract on Access to the Transmission System and Electricity Transmission.

- Framework Contract on Electricity Transmission via Interconnectors

By conclusion of the Framework Contract on Electricity Transmission via Interconnectors, under the conditions specified for cross-border electricity transmissions and the rules for cooperation of transmission system operators, the transmission system operator undertakes to transmit the agreed amount of electricity for the accounting entity from or to the defined territory and the accounting entity undertakes to respect the conditions defined for the cross-border electricity transmissions.

- Framework Contract on Electricity Supply to Cover Losses in the Transmission System (and/or for Self-Consumption of Electrical Substations)

By conclusion of the Contract on Electricity Supply to Cover Losses in the Transmission System (and/or for Self-Consumption of Electrical Substations), the provider of electricity undertakes to provide the agreed amount of electricity to the transmission system operator to cover losses in the transmission system (and/or for self-consumption of electrical substations). The transmission system operator undertakes to pay the agreed price for provision of electricity to cover losses in the transmission system (and/or for self-consumption of electrical substations).

- Contract on Supply of Electricity to Cover Losses (and/or for Self-Consumption)

The contract is concluded by and between TSO, of the one part, and a generator or supplier, of the other part. The subject-matter of the Contract is supply of electricity to cover losses and/or for self-consumption, under the tender conditions of a tender organized by TSO.

- Framework Contract on Provision of Ancillary Services and the Supply of Regulation Electricity (Framework Contract on Provision of Regulation Services)

By conclusion of the Framework Contract on Provision of Ancillary Services and Supply of Regulation Electricity or using the terminology of the EB GL Regulation, by conclusion of the Framework Contract on Provision of Regulation Services, the ancillary services provider undertakes to provide the agreed amount of ancillary services and to supply the requested amount of regulation electricity in the specified quality to the transmission system operator upon the request from the transmission system operator and the transmission system operator undertakes to pay the agreed price for the ancillary services provided; the payment for the supplied regulation electricity shall be paid by the Imbalance Biller under the Contract on Imbalance Settlement or under the Contract on Regulation Electricity Settlement.

- Contract on Provision of Ancillary Services

By conclusion of the Contract on Provision of Ancillary Services, the provider of ancillary services undertakes to provide ancillary services to the transmission system operator and the transmission system operator undertakes to pay the agreed price for the ancillary services provided.

- Contract on Settlement of Cross-Border Exchanges in Electricity

By conclusion of the Contract on Settlement of Cross-Border Exchanges in Electricity, the transmission system operator and the participants of the interconnected electricity market who are

the national operators of transmission systems and organizers of the electricity market undertake to follow the procedures and conditions for payment related to transport of electricity between neighbouring transmission systems involved in the organized short-term cross-border electricity market in the form of implicit allocation of the transmission capacities on the joint cross-border profiles via the organized short-term electricity market.

- Framework Contract on Non-Guaranteed Regulation Electricity Supply

The Contract on Non-Guaranteed Regulation Electricity Supply is concluded with the Participant holding a valid certificate for ancillary service provision capable of increasing or decreasing electricity supply in its offtake point upon the order given by the TSO dispatching within the agreed scope and method while complying with the Technical Conditions.

1.4 RELATED LEGISLATION

- Act No. 251/2012 Coll. on Energy and on amendment of certain acts, as amended (Energy Act)
- Act No. 250/2012 Coll. on Regulation in Network Industries as amended (Regulation Act)
- Act No. 222/2004 Coll. on Value Added Tax as amended (Value Added Tax Act)
- Act No. 609/2007 Coll. on the Excise Duty on Electricity, Coal and Natural Gas supplementing Act No. 98/2004 Coll. on the Excise Duty on Mineral Oil, as amended (Act on Excise Duty on Electricity)
- Act No. 513/1991 Coll. Commercial Code, as amended (Commercial Code)
- Act No. 40/1964 Coll. Civil Code, as amended (Civil Code)
- Act No. 211/2000 Coll. on Free Access to Information and on amendment to certain acts, as amended (Act on Freedom of Information)
- Act No. 71/1967 Coll. on Administrative Proceedings, as amended (Administrative Procedure Code)
- Act No. 136/2001 Coll. on Protection of Economic Competition and on amendment to the Act of the Slovak National Council No. 347/1990 Coll. on Organisation of Ministries and Other Central Bodies of State Administration of the Slovak Republic, as amended (Act on Protection of Economic Competition)
- Act No. 241/1993 Coll. on State Holidays, Public Holidays and Memorial Days, as amended
- Regulation of the Government of the Slovak Republic No. 21/2019 Coll. laying down the amount of the annual levy intended for payment of a historical debt from the supplied electricity to end consumers and details on the method of its selection for the National Nuclear Fund, its use and on the method and time periods of its payment (Government Regulation on National Nuclear Fund)
- Regulation of the Government of the Slovak Republic No. 498/2011 Coll. laying down details on publication of contracts in the Central Register for Contracts and the required information regarding conclusion of a contract.
- The Office Decree No. 154/2024 Coll. establishing price regulation of the selected regulated activities in the electricity sector and certain conditions for performance of the selected regulated activities in the electricity sector (Price Regulation Decree)

- Decree of the Office No. 236/2016 Coll. laying down quality standards of electricity transmission, electricity distribution and electricity supply
- Office Decree No. 207/2023 Coll. laying down the rules for operation of the internal market in electricity, the content requirements of the operational rules of the system operator, the short-term electricity market organiser and the scope of the trading conditions that are a part of the operational rules of the system operator (Market Rules)
- Decree of the Ministry of Labour, Social Affairs and Family No. 508/2009 Coll. laying down the details for occupational safety and health in working with pressure, lifting, electric and gas technical equipment and specifying technical equipment considered as classified technical equipment, as amended (Safety Decree)
- Decree of the Ministry of Labour, Social Affairs and Family No. 46/2010 Coll. laying down details for occupational safety and health at forest work and details of professional qualifications for performance of certain working activities and for operation of certain technical equipment
- Office Decision - a valid and effective price decision of the Office for SEPS
- Regulation (EU) of the European Parliament and of the Council No. 2019/943 of 5 June 2019 on internal market in electricity (Internal Market Regulation)
- Regulation of the European Parliament and of the Council No. 2024/1747 amending Regulations (EU) 2019/942 and (EU) 2019/943 as regards improving the design of the Union market in electricity
- Regulation (EU) of the European Parliament and of the Council No. 1227/2011 on wholesale energy market integrity and transparency
- Regulation of the European Parliament and of the Council No. 2024/1106 amending Regulations of the European Parliament and of the Council No. 1227/2011 and 2019/942 as regards improving the Union's protection against market manipulation on the wholesale energy market
- Commission Implementing Regulation (EU) No. 1348/2014 on data reporting implementing Article 8 par. 2 and Article 8 par. 6 of Regulation (EU) No. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency
- Commission Regulation (EU) No. 543/2013 on submission and publication of data in electricity markets and amending Annex I to Regulation (EC) No. 714/2009 of the European Parliament and of the Council
- Commission Regulation (EU) 838/2010 on laying down guidelines relating to the inter-transmission system operator compensation mechanism and a common regulatory approach to transmission charging
- Commission Regulation (EU) No. 2015/1222 establishing a guideline on capacity allocation and congestion management (CACM Regulation)
- Commission Regulation (EU) No. 2016/631 establishing a network code on requirements for grid connection of generators (RfG Regulation)
- Commission Regulation (EU) No. 2016/1388 establishing a Network Code on Demand Connection (DCC Regulation)
- Commission Regulation (EU) No. 2016/1447 establishing a network code on requirements for grid connection of high voltage direct current systems and direct current-connected power park modules (HVDC Regulation)

- Commission Regulation (EU) No. 2016/1719 establishing a guideline on forward capacity allocation (FCA Regulation)
- Commission Regulation (EU) No. 2017/1485 establishing a guideline on electricity transmission system operation (SO GL Regulation)
- Commission Regulation (EU) No. 2017/2195 establishing a guideline on electricity balancing (EB GL Regulation)
- Commission Regulation No. 2017/2196 establishing a network code on electricity emergency and restoration (ER Regulation)
- Commission Delegated Regulation (EU) 2024/1366 establishing a network code on sector-specific rules for cybersecurity aspects of cross-border electricity flows
- Regulation (EU) of the European Parliament and of the Council No. 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive No. 95/46/EC (General Data Protection Regulation)
- Directive (EU) of the European Parliament and of the Council No. 2019/944 on common rules for the internal market in electricity and on amendment of Directive 2012/27/EU
- Directive (EU) of the European Parliament and of the Council No. 2024/1711 amending Directives (EU) 2018/2001 and (EU) 2019/944 as regards improving the Union's electricity market design

The texts of legislative acts published in the Collection of Laws of the Slovak Republic and in the EU Official Journal and are decisive.

2. Trading Conditions to the Contract on Connection to the Transmission System

2.1 INTRODUCTORY PROVISIONS

1. The Trading Conditions to the Contract on Connection to the Transmission System (for the purpose of Chapter 2 hereinafter referred to as “Trading Conditions”) form an inseparable part of the Contract on Connection to the Transmission System and of the Framework Contract on Connection to the Transmission System and an inseparable part of the Operational Rules.
2. These Trading Conditions in accordance with Art. 273 par. 1 of the Commercial Code regulate the mutual rights and obligations of the Contracting Parties resulting from the subject-matter of the Contract on Connection to the Transmission System and of the Framework Contract on Connection to the Transmission System.
3. Terms used in these Trading Conditions shall be interpreted in accordance with the Energy Act, the Market Rules and other relevant generally binding legal regulations
4. Pursuant to the Energy Act, TSO is obliged to conclude the Contract on Connection with everyone who requests it provided the technical conditions and trading conditions for connection to the system are fulfilled.
5. According to the Energy Act, TSO is in accordance with the relevant generally binding legal regulation also obliged to connect the electro-energetic facility or the demand electricity facility to the transmission system.
6. TSO concludes the Contract on Connection with an applicant in case of a single connection point of the given applicant. For connection of several connection points of the same applicant, TSO concludes the Framework Contract on Connection with an applicant which defines the basic scope of contractual rights and obligations applicable to all connection points. The rights and obligations related to individual connection points, in particular the required technical parameters and other conditions for connection and operation, are defined in separate sub-contracts, which form an annex to, and thus an integral part of the Framework Contract on Connection to the Transmission System.
7. If the conditions established by the relevant generally binding legal regulations are met, TSO shall conclude a contract on connection or a framework contract on connection with the applicant, which allows for the limitation and regulation of electricity supply to the transmission system or electricity offtake from the transmission system. Such a contract is considered to be the Contract on Flexible Connection to the Transmission System. The value of the connection capacity, the scope of its limitation, the conditions for changing a flexible connection to a connection without the possibility of capacity limitation, as well as the scope, method, and conditions of the connection capacity usage limitation, and the related rights and obligations of the contracting parties, are determined by the TS Operator in the contract on flexible connection in accordance with the relevant generally binding legal regulations.
8. The Contract on Connection to the Transmission System, the Contract on Flexible Connection to the Transmission System, and the Framework Contract on Connection to the Transmission System are for the purposes of these Trading Conditions hereinafter jointly referred to as “Contract”.

9. Connection of a new demand electricity facility or electro-energetic facility, reconnection, as well as the change of technical parameters of the demand electricity facility or electro-energetic facility is carried out on the basis of the Contract or an addendum to the Contract concluded between TSO on the one hand and the applicant for connection to TS on the other hand, upon fulfilment of the technical and commercial conditions for connection to TS. A natural person or a legal entity is a TS user under these Trading Conditions if it has concluded a valid Contract with TSO.
10. The Contract must be in writing and the applicant must request the conclusion of the Contract by means of an application for connection to the system (hereinafter for the purposes of Chapter 2 referred to as the "Application"). Any changes in the Contract must be made in writing in the form of a numbered addendum signed by the statutory representatives of the User and of TSO or in the manner agreed in the Contract.
11. In particular, the applicant is obliged to submit the application prior to the construction of the demand electricity facility or electro-energetic facility, planned reconstruction or upgrade of the technology of the demand electricity facility or electro-energetic facility, or reconnection of the demand electricity facility or electro-energetic facility to the system after the termination of the contract on connection. The User shall be entitled to reconstruct, upgrade or otherwise change the technical parameters of such facility only on the basis of the Contract, an addendum to the Contract or a pre-contract on connection concluded with TSO on the basis of the Application pursuant to the preceding sentence. In this case, a change in the technical parameters of the facility is considered to be, in particular:
    a) an increase or decrease in the installed capacity/input of the demand electricity facility or electro-energetic facility;
    b) a change of voltage at the location of the existing connection of the demand electricity facility or electro-energetic facility to TS;
    c) an increase in the existing level of reliability of the TS/RDS transformation or power supply from TS;
    d) a change in the technology of the demand electricity facility or electro-energetic facility;
    e) an increase in the service life of the existing facility through technical and organisational measures;
    f) connection of another, not yet connected demand electricity facility or electro-energetic facility to TS;
    g) for a LDSO type User if the connection of the demand electricity facility or electro-energetic facility to its own LDS would cause exceeding of the contractually agreed TDP and CC parameters in the connection point of LDS to TS.

2.2 Procedure for Conclusion of the Contract on Connection to TS

1. The application may be made by the owner of the existing or planned electricity supply or electricity consumption facility in question or by a person demonstrably authorised by the owner. The applicant is obliged to prove the ownership of the facility by a written document or confirm it in the form of a written affidavit.

2. If there is a change of the facility owner after receipt of the Application, the applicant shall be obliged to notify TSO of this fact in writing without undue delay.
3. If there is a change of the facility owner without a change in the technical conditions of the connection of the demand electricity facility or electro-energetic facility in the system, TSO shall send a new owner a draft Contract within 30 days from the delivery of the request for a change of the User. If the draft Contract is not signed within 30 days of its delivery, the draft Contract shall expire.
4. The application must comply with all formal and contentual requirements. The formal and contentual requirements of the Application are defined in this point. The Application must be in the form of the sheet for the Application for Connection to TS in accordance with Annex B of the Operational Rules, which are also available on the TSO website (Forms for download - SEPS (sepsas.sk)). Moreover, the Application must contain all data required from the applicant by the form in question, it must be signed by the person or persons authorised to act on behalf of the applicant and it must be accompanied by the certificate of the Ministry of Economy of the Slovak Republic for the construction of the energy facility, if required so by law. The Applicant is entitled to withdraw its Application.
5. The completed Application which is signed by an authorized person may be delivered to TSO electronically in the form of a scan by e-mail to the address pripojeniedops@sepsas.sk or by post to the address of the TSO registered office, or in person to the TSO filling office. The individual methods of delivery can be combined so that the form part of the Application is delivered electronically and its annexes are subsequently submitted by post or in person. However, in such case, the envelope containing the attachments must be designated to indicate that it constitutes a supplement to the Application.
6. The Application shall be deemed complete on the date on which the Application is received by TSO and contains all its formal and contentual requirements. If the Application does not contain all its formal and contentual requirements, TSO shall, within 15 days from the date of its receipt, invite the applicant to supplement the Application within a reasonable period of time, but not more than 15 days from the date of receipt of the invitation to supplement the additional baseline documents. If the applicant fails to complete the Application by the set deadline, TSO shall inform the applicant within 3 working days of the deadline expiry that the consideration of the Application has been terminated due to non-delivery of the baseline documents.
7. TSO will assess the complete Application and decide whether to reject it, submit a draft Contract to the applicant, or submit a draft pre-contract on connection to the applicant.
8. If the content of the Application shows that the facility cannot be connected to the system in accordance with the Energy Act, TSO shall reject the Application and, within 30 days of receipt of a complete Application for Connection, they shall send the applicant the reasons for refusal of connection and the information on the technical conditions or trading conditions of the connection that are not met as well as on the measures to be taken in the system or at the applicant's site in order for the Application for Connection to be granted.
9. If TSO does not reject the Application, within 60 days of the submission of a complete Application, it shall submit a draft Contract or a draft pre-contract on connection to the applicant and reserve the required CC value for the applicant. If, within 90 days of receipt of the proposal under the previous sentence, the proposal is not accepted by the applicant and the accepted proposal is not delivered to TSO, the proposal shall expire and TSO shall release the reserved CC.

10. The conclusion of the pre-contract on connection with an applicant who is already a TS User and therefore has a valid Contract on Connection to TS with TSO, does not replace a valid Contract on Connection.

11. If there is an offtake point for electricity offtake to be connected to TS and there is physical electricity supply from the electricity generating facility or from the electricity storage facility at the same facility, TSO will conclude Contracts for this connection point separately for an oftake point for physical offtake of electricity and separately for a supply point for physical supply of electricity.

12. TSO shall allocate unique identification number to every OOM.

13. If the content of the Application, in case of the Application for an electro-energetic facility, indicates a need to update the facility impact study on the ES of SR (for the purposes of this chapter, hereinafter referred to as the “Impact Study”), in the part which is not up-to-date due to a change in the original parameters of the electricity generating facility, prepared in accordance with Chapter 9 of these Operational Rules, or in case of the Application for a demand electricity facility or for LDS, the need for an Impact Study arises, TSO shall deliver to the applicant a draft pre-contract on connection which shall regulate a common procedure for updating or preparing the Impact Study. At the same time, TSO may invite the applicant to supplement the input documents for the update or preparation of the Impact Study.

14. The purpose of the Impact Study is to identify and analyse the impact of the electro-energetic or demand electricity facility of the applicant on the ES of SR under different modes of its operation and under different states of the ES of SR and to propose measures to eliminate its potential negative impacts on the ES of SR.

15. In view of the fact that it is necessary to rely, inter alia, on the confidential information relating to third parties for the update or preparation of the Impact Study, the Impact Study shall be prepared or updated by TSO or its designated contractor.

16. The costs of updating or preparation of the Impact Study shall be borne in full by the applicant, who shall undertake to do so by accepting the draft pre-contract on connection.

17. Upon fulfilment of the conditions for the conclusion of the Contract resulting from the pre-contract and based on the evaluation of the content of the updated or prepared Impact Study, TSO will deliver a draft Contract, which will include the trading and technical conditions for the facility connection to the system to the applicant.

18. If the content of the Application shows the need to build a new or modify an existing electro-energetic facility of TSO, TSO will deliver to the applicant a draft pre-contract on connection, which shall regulate the joint procedure for the construction of the electro-energetic facility and the subsequent material and temporal collaboration between TSO and the applicant.

19. Following fulfilment of the conditions for the Contract conclusion resulting from the pre-contract and in relation to building a new or to modification of an existing electro-energetic facility on the part of TSO, TSO will deliver to the applicant a draft Contract, which will include the trading and technical conditions for the facility connection to the system.

20. If the content of the Application shows the need to update or prepare the Impact Study and at the same time to build a new or modify an existing electro-energetic facility on the part of TSO, TSO shall deliver to the applicant a draft pre-contract on connection, which shall regulate the joint procedure for the update or preparation of the Impact Study and the material and temporal collaboration between TSO and the applicant in building a new or in modifying an existing electro-

energetic facility on the part of TSO. At the same time, TSO may invite the applicant to supplement the input documents for the preparation or update of the Impact Study.

21. After fulfilling the conditions for the conclusion of the Contract resulting from the pre-contract, based on the evaluation of the content of the updated or prepared Impact Study and following building a new or modifying an existing electro-energetic facility on the part of TSO, TSO will deliver to the applicant a draft Contract, which will include the trading and technical conditions for the facility connection to the system.
22. If the applicant fails to duly and timely comply with the conditions for the conclusion of the Contract resulting from the pre-contract on connection, TSO may exercise the rights arising from the breach of the contract as agreed in the contract.
23. If TSO does not reject the Application and, concurrently, its content does not indicate the need to update or prepare the Impact Study or to build a new or modify an existing electro-energetic facility on the part of TSO, TSO shall deliver to the applicant a draft Contract, which includes the trading and technical conditions for the facility connection to the system, no later than 60 days of submission of the complete Application.
24. If TSO does not reject the Application and, concurrently, its content does not indicate the need to update or prepare the Impact Study or to build a new or modify an existing electro-energetic facility on the part of TSO, and if TSO considers it appropriate in view of the content of the Application by the applicant, who is already a TS User and thus has a valid Contract with TSO, it shall deliver a notice to the applicant within 30 days of receipt of a complete Application that the Contract in force at the time of the Application submission does not need to be modified.
25. Under the Contract, the applicant is obliged to duly and timely fulfil the trading and technical conditions of connection, of which it is obliged to inform TSO by submitting the complete documentation.
26. Unless otherwise agreed between the applicant and TSO in the Contract, the Contract shall be concluded for an indefinite period of time, it shall enter into force on the date of its signing by both contracting parties and shall become effective on the date specified therein.
27. TSO and the applicant are obliged to notify the Office of the value of TDP and CC to TS provided in the Contract within 3 working days of signing of the Contract.
28. TDP and CC shall be determined in accordance with these Trading Conditions and the methodology contained in the TSO Technical Conditions. Their exact value is bindingly defined in the Contract and can be changed exclusively by the Contract adjustment:
    a) the CC value for offtake from TS for the RDS operator, set out in the Contract, may not exceed the maximum CC value for offtake from TS set according to the methodology in the TSO Technical Conditions. The CC value for supply to TS for the RDS operator, set out in the Contract, shall be set to 30 % of the contractually agreed CC value for offtake from TS in the relevant connection point, unless otherwise agreed in the Contract between the TS operator and the RDS operator;
    b) The CC values for offtake from TS and CC for supply to TS for other TS users, agreed in the Contract, are determined on the basis of the real TDP usability in each individual point of their connection to TS.
29. TSO shall evaluate fulfilment of the trading and technical conditions of connection on the basis of the complete documentation submitted. In case of demand electricity facility, TSO shall assess compliance with the technical conditions within 10 working days from the date of the complete

documentation submission. The assessment of compliance with the trading and technical conditions for connection to TS is the sole responsibility of TSO, which is the guarantor of the optimal development of TS.

30. TSO will connect the applicant's demand electricity facility or electro-energetic facility to TS within 5 working days after meeting the trading and technical conditions for connection.
31. TSO is obliged to connect the facility of the applicant to TS only in the TDP value contractually agreed for the given connection point.
32. Once the facility is connected to TS, the User may request TSO to issue a power activation notice, a temporary operation notice and a regular operation notice. The procedure for their issuance shall be governed by these Trading Conditions, the TSO Technical Conditions and the relevant generally binding legal regulations.
33. If the Application regarding the connection of the demand electricity facility cannot be assessed by TSO due to justifiable reasons (scale of the demand electricity facility, significant impact of the demand electricity facility on TSO), TSO may require preparation of the Impact Study or an update of the Impact Study, which in such case forms an annex to the Application. The above provision applies for a limited period of time, until 31.12.2025.

2.3 TERMINATION OF THE CONTRACT ON CONNECTION TO TS

1. The Contract may be terminated by a written agreement of the contracting parties.
2. The Contract is terminated by expiry of the period for which it was concluded.
3. The Contract may be terminated by withdrawal from the Contract on the part of TSO:
    a) if the User fails to comply with the TSO request to remedy a serious breach of the Contract within a specified period of time. Non-fulfilment of the technical conditions and trading conditions of connection to TS, exceeding the CC values and the failure to assimilate the operation of the User facility to the instruction of the TSO dispatching is deemed to be a serious breach of the Contract. In case of unauthorized electricity offtake or supply from/to TS, TSO may withdraw from the Contract immediately without a prior notice;
    b) if the reconstruction, modernization or change of technical parameters of the User demand electricity facility or electro-energetic facility connected to TS has been carried out in conflict with these Trading Conditions or the Contract;
    c) if the User, without a valid power activation notice, temporary operation notice or proper operation notice, has performed the activities which, in accordance with these Trading Conditions and the Technical Conditions, TSO is entitled to perform only on the basis of a valid, aforementioned notice;
    d) if the User does not request TSO to issue a notice of restricted operation in conflict with the TSO Technical Conditions;
    e) if there is a change in the circumstances under which the Contract was concluded and the User fails to provide TSO with full cooperation within 10 working days of the request to conclude the Contract or an addendum to the Contract reflecting the change in circumstances;

f) in other cases of violation of the Contract, the Energy Act, generally binding legal regulations, these Operational Rules or the TSO Technical Conditions defined in the Contract.

4. The Contract may be terminated by withdrawal from the Contract by the User if the serious breach of the Contract by TSO occurred.
5. Such withdrawal from the Contract is effective on the delivery date of withdrawal to the other contracting party.
6. The Contract may be terminated also by a notice from the User. The User may also terminate the Contract if the Contract is concluded for a definite period of time. There is no need to provide the reason for the notice. The notice period is 1 month and it starts to run on the first day in the month following the month in which the notice was delivered to TSO.
7. The Contract may also be terminated if, pursuant to the following point, TSO terminates the User's connection on the basis of the Office decision due to the termination of the connection justification. In such case, the Contract is terminated on the date of delivery of the TSO decision to terminate the connection to the User.
8. If by the relevant analysis TSO proves that during connection the justification of connection of an electricity generator, electricity storage facility operator, final electricity consumer connected to TS, energy community or DSO in any point of its connection ceased or ceases and this connection will become technically and economically ungrounded for TSO, TSO shall have the right to cancel the connection on the basis of the Office decision issued upon its proposal. Upon a written request by TSO, the User is obliged to provide its opinion on the justification of the connection point to TS within a period of not later than 30 days from the receipt of the request from TSO. TSO will notify the relevant User of the decision on cessation of the connection justification at least 36 months prior to the planned physical cancellation of connection to TS. In case of disagreement with cancellation of the connection in question, the User is entitled to deliver its written disagreement together with its justification and an invitation to discuss the matter to TSO not later than 60 days from the date of receipt of the notice of the connection cancellation. If there is no agreement reached between TSO and the User within 120 days from the delivery date of the notice of the connection cancellation, TSO will inform the Office on the matter.

2.4 USER RESPONSIBILITIES

1. The User is responsible for operation, maintenance and technical condition of its facilities up to the property boundary with TSO. The User is obliged to ensure the method of operation and the technical condition of its facilities so as these cannot threat life, health, property of persons or cause malfunctions in TS.
2. The User is obliged to provide TSO with the information on each change of configuration of its system on the secondary side of the transformer that transforms voltage from TS to the voltage on the User side.
3. The User undertakes to adjust the operation of its related facilities to the TSO dispatch management by means of the TSO dispatching in accordance with these Operational Rules, Technical Conditions, Dispatching Rules and the relevant Operating Instructions of TSO (hereinafter referred to as “TS Operator Rules”). In case of failure to adjust the operation of its

related facilities to the TS dispatch management, such activity of the User will be deemed to be a serious breach of the Contract.

4. TSO and the User are responsible for compliance with the set electricity quality parameters according to the relevant legislation and the TS Operator Rules.
5. The CC value set by the TS Operator for offtake from TS or CC for supply to TS in each individual connection point of the User to TS may not be exceeded by the Users connected to TS. In case of the User classified as RDSO, in addition to the set CC value for offtake from TS, neither the value of maximum balance of the node area (hereinafter referred to as “NA”) established under the methodology in the SEPS Technical Conditions may be exceeded.
6. During the planned changes of the basic connection of TS of SR within the operation preparation between TSO and RDSO, TSO is entitled to reduce the CC value for offtake from TS or CC for supply to TS in each individual connection point of the User to TS in a way so as not to exceed the TDP value for an inevitable period of time until the basic connection of the ES of SR is restored. The updated values will be notified to the Users within the monthly preparation of the ES of SR operation or via an e-mail to the contact persons of the TS User provided in the Contract.
7. Exceeding the CC value, which is caused by reasons on the part of TSO due to an unplanned outage of the TS lines, shall not be considered a breach of the Contract. Similarly, exceeding the CC value occurring in the event of an emergency state in the power system, a natural disaster, during the rectification of its consequences, as a result of a measure or procedure to prevent an emergency state in the power system, or in the case of circumstances excluding the User liability pursuant to the relevant generally binding legal regulations, shall not be considered a breach of the Contract.
8. The CC value for offtake from TS and CC for supply to TS for the User of the RDSO type may only be increased upon a written request by RDSO while such increase must be subject to an addendum to the existing Contract.
9. If CC allocated for supply to TS for RDSO set to the value exceeding 30 % of CC for offtake from TS is not used for 12 consecutive months to at least 50 %, the TS operator shall unilaterally reduce the part of CC for supply to TS which exceeds the value of 30 % of CC for offtake by 50 %, unless RDSO agrees otherwise with TSO. If CC for supply to TS reduced in this way is not used in the above-mentioned cases nor in the next 12 consecutive months after its reduction by the TS operator, the TS operator shall unilaterally reduce CC for supply to TS to the maximum value measured in the last 12 consecutive months, however not to the value lower than 30 % of CC for supply to TS if the TS operator informs RDSO of the change of CC for supply to TS not later than 15 days in advance, while also the zero value is deemed to be the actually used value of CC for supply to TS. On the basis of a request by RDSO whose CC for supply to TS has been reduced for re-allocation of the original CC for supply to TS, this CC for supply to TS shall be re-allocated free of charge. The condition for the free of charge re-allocation of CC for supply to TS is the submission of the request for re-allocation of the original CC for supply to TS within 12 months of its reduction pursuant to the first sentence, if the TS operator has sufficient capacity in the given connection point. If TSO in the given connection point does not have sufficient capacity to increase CC for supply to TS, RDSO shall pay the costs incurred by the TS operator for connection.
10. If CC allocated to the transmission system for the operator of the demand electricity facility or the electro-energetic facility other than RDSO is not used for 12 consecutive months to at least

50 %, the TS operator shall unilaterally reduce CC to 50 % of the originally agreed CC, unless the operator of the demand electricity facility or the electro-energetic facility agrees otherwise with the TS operator. If the reduced CC is not used in the above-mentioned cases nor in the next 12 consecutive months after its reduction by the TS operator, the TS operator shall unilaterally reduce CC to the maximum value measured in the last 12 consecutive months, if the TS operator informs the operator of the demand electricity facility or the electro-energetic facility of the change of CC not later than 15 days in advance, while the zero value of CC shall be deemed to be the CC value that is actually used. On the basis of a request by the operator of the demand electricity facility or the electro-energetic facility whose CC has been reduced for the re-allocation of the original CC, this CC shall be re-allocated free of charge. The condition for the free of charge re-allocation of CC is the submission of the request for re-allocation of the original CC within 12 months of its reduction pursuant to the first sentence, if the TS operator has sufficient capacity in the given connection point. If TSO in the given connection point does not have sufficient capacity to increase CC, the operator of the demand electrical facility or the electro-energetic facility shall pay the costs incurred by the TS operator for connection. The provisions of this paragraph shall not apply to the connected electro-energetic facilities of the regional distribution system operator.

11. In case of planned replacement of the existing TS/RDS transformer due to reaching the end of its physical life-cycle, TSO will notify this fact to particular RDSO. If RDSO confirms the need of a new transformer also for further period of time, TSO will provide for installation of a new transformer. If the existing TDP and CC in the given connection point of RDSO to TS is insufficient to cover the future needs, RDSO may ask for the increase of the TDP and CC values while justifying the amount of the newly-requested TDP and CC values. TSO will evaluate the request of RDSO and will provide for the increase of the TDP and CC values according to the RDSO request while taking into account the power rating series of transformers according to the currently valid TSO internal standard. In such case, TSO is entitled to decide to what extent the Contract needs to be modified in the given case.
12. The DS operator is obliged to immediately notify TSO in advance on every change of the system topology resulting in synchronous interconnection of a part of the electricity system outside the defined territory with the ES of SR or interconnection of a part of the distribution system on the defined territory to the island operation. Violation of this obligation is deemed to be a serious breach of the Contract.

2.5 COSTS OF CONNECTION

1. Costs incurred by TSO by the Applicant for the purpose of its connection to TS are paid by the Applicant. Their amount is set by TSO in compliance with the relevant provisions of the valid price decree.
2. The sum of costs incurred by TSO for the User classified as RDSO is set as an amount of actual costs incurred by TSO by connecting the electro-energy facility of RDSO to TS while these costs of connection are divided between the relevant system operators in a way that the share of RDSO is 50 % of costs and the share of TSO is 50 % of costs. RDSO is obliged to pay 50 % of these costs while these costs include the costs of procurement, purchase and installation of all types of electro-energetic facilities of connection, the costs of automatic fire extinguishing equipment and control system equipment, electrical protections, telecommunications, transmission,

measurement and regulation equipment, monitoring and information systems and technologies and equipment of self-consumption, including the building parts of the listed equipment, their transport to the specified location as well as other costs related to preparation, designing, construction and installation of the relevant electro-energetic facility and the costs incurred by adjustments of the electro-energetic facilities of the transmission system from the point of connection of the RDSO electro-energetic facilities to the TS technological equipment up to the point of the required available input in TS. Building of electro-energetic facilities on the part of RDSO is ensured and paid in full by RDSO. All newly-built electro-energetic facilities of TSO up to the defined property boundary between and TSO RDSO remain in the property of TSO.

3. The costs incurred by TSO for connection of the RDSO electro-energetic facility, upon the RDSO request, which is not operated in the basic connection of the system, are considered to be the costs for the RDSO connection with special requirements for the method of ensuring electricity transmission and are fully paid by RDSO.

4. In case of replacement of the existing TS/RDS transformer due to end of its physical life-cycle by a similar new TS/RDS transformer, all costs related to replacement of this transformer will be borne by TSO. In case of increase of the installed nominal output of the new TS/RDS transformer in comparison with the existing TS/RDS transformer upon request by RDSO, the relevant RDSO is obliged to share the costs by TSO in relation to replacement of the relevant TS/RDS transformer by a new one which will be calculated according to the following formula:

$$UN_{NovýTr} = C_{NovýTr} \cdot \left(\frac{Sinšt_{NovýTr} - Sinšt_{PôvodnýTr}}{Sinšt_{NovýTr}} \right) . 0{,}5$$

where

$UN_{NovýTr}$ - payment of costs to the TS operator for installation of a new transformer with a higher nominal output than the one of the original transformer

$C_{NovýTr}$ - acquisition price of a new transformer with a higher nominal output than the one of the original transformer including its installation costs

$Sinšt_{NovýTr}$ - installed nominal output of a new transformer in MVA

$Sinšt_{PôvodnýTr}$ - installed nominal output of the original transformer in MVA

0.5 - coefficient representing a 50 %-share of RDSO.

5. The amount of the costs incurred by TSO for the User classified as an electricity generator, electricity storage facility operator, energy community and a final electricity consumer connected to TS is set as the sum of all actual costs incurred by TSO by connection of the electro-energetic facility of the Generator/final electricity consumer/electricity storage facility operator/energy community to TS. The Generator/final electricity consumer/electricity storage facility operator/energy community connected to TS is obliged to pay 100 % of all these costs incurred by TSO while these costs include the TSO costs of procurement, purchase, and installation of all types of electro-energetic facilities of connection, the costs of automatic fire extinguishing equipment and control system equipment, electrical protections, telecommunications, transmission, measurement and regulation equipment, monitoring and information systems and technologies and equipment of self-consumption, including the building parts of the listed equipment, their transport to the specified location as well as other costs related to preparation, designing, building, and installation of the relevant electro-energetic facility and the costs due to adjustments of the transmission system electro-energetic facilities. Construction of the line for connection of the Generator/final electricity consumer/electricity storage facility operator/energy

community to TS and electro-energetic facilities on the part of the Generator/final electricity consumer/electricity storage facility operator/energy community connected to TS are provided for and fully paid for by the Generator/final electricity consumer/electricity storage facility operator/energy community connected to TS. All newly-built electro-energetic facilities of TSO up to the set property boundary between TSO and the Generator/final electricity consumer/electricity storage facility operator/energy community connected to TS remain the property of TSO.

6. The amount of costs incurred by TSO for the User classified as LDSO is set as an amount of actual costs incurred by TSO by connecting the User electro-energetic facility of the LDSO type while these costs of connection are divided between the relevant system operators in a way that the share of LDSO is 50 % of the costs and the share of TSO is 50 % of the costs. LDSO is obliged to pay 50 % of these costs while these costs include the costs of procurement, purchase and installation of all types of electro-energetic facilities of connection, automatic fire extinguishing equipment and control system equipment, electrical protections, telecommunications, transmission, measurement and regulation equipment, monitoring and information systems and technologies and equipment of self-consumption, including the building parts of the listed equipment, their transport to the specified location as well as other costs related to preparation, designing, construction and installation of the relevant electro-energetic facility and the costs incurred by adjustments of the electro-energetic facilities of the transmission system. Building of electro-energetic facilities on the part of LDSO is ensured and paid in full by LDSO. All newly-built electro-energetic facilities of TSO up to the defined property boundary between TSO and LDSO remain in the property of TSO. In the event of a request from LDSO to increase TDP in the connection point to TS, LDSO shall pay 50 % of the costs incurred on the TSO part due to increase in TDP.

2.6 METERING IN THE CONNECTION POINT

1. Offtake or supply of electricity in the connection point is continuously metered (type A flow meter) via a system of business metering. Business metering system of TSO consists of metering sets and automated data collection system (hereinafter referred to as “ASZD”). The metering set consists of instrument voltage transformers (hereinafter referred to as “PTN”), instrument current transformers (hereinafter referred to as “PTP”), terminal boxes, connecting conductors of individual secondary circuits and electric meters. Automated data collection system consists of encoders, transmission communication equipment, main and standby central point. The up-to-date types of electric meters may have an integrated encoder and a communication device.
2. Within the system of business metering in the connection points of business metering, there is a quality monitoring system of the transmitted electricity installed. It consists of electricity quality analyzers connected to identical PTN and PTP as business metering, ASZD communication pathways and central points dedicated for data collection and evaluation.
4. PTP and PTN are a part of the User technology and they are its property (unless otherwise specified in the Contract). The User is obliged to consult the technical parameters of PTP and PTN with TSO prior to their ordering.
5. For metering electricity supply and offtake in the connection point, there is a main electric meter installed providing the invoicing values and a standby electric meter providing invoicing values in case of failure of the main electric meter.

6. The main electric meter is owned by TSO. There is a web interface from the system of the business metering (with an authorized access) available to the User which shows validated invoicing values in its connection points.
7. The standby electric meter is owned by TSO, unless agreed otherwise between TSO and the User. The standby electric meter must be compatible with the TSO business metering system and it must fulfil the technical parameters set in the Technical Conditions. If the standby electric meter is owned by the User, the User is obliged to take care of it as of the specified meter pursuant to the relevant legislation of the Slovak Republic. In such case, the User will provide the required output (invoicing data as well as data for electricity quality measurement) from the standby electric meter for the ASZD systems of TSO. All connectors in the current and voltage circuits from PTP, PTN up to the electric meter must be designed in a way so as to enable using a seal.
8. Monitoring of the transmitted electricity quality (monitoring of the technical parameters of the electricity quality) is provided pursuant to the valid legislation of the Slovak Republic in offtake and supply points of the User by two independent metering systems (primary, secondary). Both metering systems are owned by TSO.
9. Location and parameters of the metering set as well as of electricity quality analyzers correspond with the technical specifications provided in the Technical Conditions. The required electricity quality parameters are provided in the Technical Conditions and the User must respect them. If the User fails to respect the electricity quality technical parameters, the User will be notified of this fact by the TS operator and the User is obliged to eliminate these shortcomings in as short time as possible. If within the set deadlines the User failed to take remedial actions and continues in non-compliance with the technical parameters thus adversely impacting the electricity quality, TSO is entitled to disconnect the User from TS.
10. If the connection point is located in the User object, the User is obliged to provide a place in its object for location of metering sets, electricity quality analyzers and transmission facilities of TSO. Moreover, for the need of supply of the TSO business metering equipment, the User is obliged to provide for two independent supply lines from the distribution system of self-consumption.
11. In its objects, according to the Technical Conditions, the User will ensure two communication pathways, based on the requirements of TSO, for transmission of data from metering to the TSO central point. Connection technology and elements for connection of further transmission systems immediately related to the distance data collection system owned by TSO are administered by TSO.
12. In case of new or a change of the original facilities, in the framework of project documentation approval, the User is obliged to obtain the consent with connection of the metering set from the administrator of the business metering system of TSO while respecting all conditions for metering projects for new and reconstructed facilities according to the Technical Conditions.
13. At least one month prior to commissioning of the designed facility, the User is obliged to hand over the detail project design for the purpose of checking compliance with the Technical Conditions and ensuring eventual remedy to the administrator of the business metering system of TSO.
14. The User that changes the original or builds new facilities is obliged to invite the administrator of the business metering system of TSO to the takeover procedure, to submit protocols on official authentication of standby electric meters (if these are owned by the User), instrument

transformers and protocols on measurement of voltage drops of PTN and load of secondary circuits of PTP along with the as-built documentation and starting revision reports.

15. If there were changes made in the metering method, these must be recorded in all counterparts of the as-built documentation not later than three months from the work completion.
16. Replacements of electric meters (if these are administered by the User) must be notified to the administrator of the business metering system of TSO in advance. The data necessary to define the electric meter for the TSO collection systems and activation of the metered value collection must be submitted by the user immediately, not later than 24 hours after the electric meter replacement.
17. Administration of metering equipment for metering of electricity supplies to TS and electricity offtakes from TS and for electricity quality measuring must be provided for by the owner of the metering equipment.
18. In case of complaining about correctness of business metering, the owner of the designated meter will ensure its testing. In case such doubts are confirmed, the costs related to testing and replacement of the specified meter will be borne by TSO as the owner of the meter, otherwise the complaining party shall bear the costs associated with the testing of the designated meter.
19. The actual values of supplies and offtakes are kept by TSO for the minimum period of 5 years, the quality measurement data are kept for 2 years.
20. The User is entitled to complain about the values metered by TSO. The form of complaint is described in Chapter 8 of these Operational Rules.

2.7 DAMAGE PREVENTION, COMPENSATION FOR DAMAGES AND CONTRACTUAL PENALTIES

1. TSO and the User undertake to mutually provide immediate information on the facts which could result in damages and strive for their averting.
2. TSO and the User are relieved from the responsibility for non-compliance with the obligation resulting from the Contract or from legal regulations or from the Technical Conditions providing such acting was caused by the circumstances excluding the responsibility pursuant to Article 374 of the Commercial Code.
3. TSO is entitled to require compensation of damages from the User amounting to the amount of the actual damage provided that such damage was caused mainly by any acting or non-acting by the User in conflict with the Contract, TS Operator Rules and the related generally binding legal regulations.
4. Exercising of the contractual penalty does not affect the right of TSO for compensation of damages in full extent.
5. If the User breaches the Regulations of the TS Operator related to the subject-matter of the Contract, the obligations or conditions under the Contract or these Trading Conditions, TSO is entitled to impose a contractual penalty of EUR 20,000,- to the User per each such breach.
6. The User is obliged to pay the imposed contractual penalty within 30 calendar days from the delivery date of the invoice.

7. In case of unauthorized electricity offtake without the concluded Contract or in conflict with such Contract, the natural or legal person concerned is obliged to reimburse TSO for the actual damage incurred.
8. In case of unauthorized supply caused by electricity supply without the concluded Contract or in conflict with such Contract, the natural or legal person concerned is obliged to reimburse TSO for the actual damage incurred.
9. In case the operation of the User facilities causes non-compliance with the electricity qualitative parameters thus causing damage to the TSO facilities, the User is obliged to pay the contractual penalty to TSO amounting to the proven caused damage.
10. If the operation of the User facilities causes non-compliance with the electricity qualitative parameters thus causing damage to the facilities of another User, the User causing non-compliance with the electricity quality parameters is obliged to pay the contractual penalty to TSO amounting to the proven caused damage claimed by the injured party to TSO.
11. If DSO breaches its obligation and fails to notify a change in the system topology that results in synchronous interconnection of a part of the electricity system outside the defined territory with the ES of SR or interconnection of a part of the distribution system on the defined territory to island operation, TSO is entitled to impose a contractual penalty in the amount of EUR 10,000,- on DSO for each commenced hour of such interconnection.

2.8 DISPUTE RESOLUTION

1. The following procedure will be applied by TSO and the User in the event of dispute resolution:
   a) TSO and the User will act in a way so as the disputable situation is objectively explained and they will provide any necessary collaboration for such purpose.
   b) The claiming contracting party is obliged to invite the other contracting party in writing to resolve the dispute while it will describe the dispute in detail and refer to the provisions of a generally binding legal regulation, the Operational Rules or the Contract, and it will submit copies of the evidence supporting the claim. Moreover, if the claim is appraisable in monetary terms, it will also state the amount expressing the value of the claim;
   c) The invitation will be delivered to the other contracting party in person or by a registered letter to the address of its registered office in case of a legal entity or to the address in case of a natural person;
   d) Authorized persons of both contracting parties will meet on the agreed date and in the agreed venue. Unless the agreement is reached on the date and place of the meeting, the authorized persons of both contracting parties will meet on the 7th working day from the invitation delivery at 10 a.m. in the registered office of the contracting party invited for discussion;
   e) The subject of the invitation will be discussed at the meeting of the authorized persons of both contracting parties and the minutes will be executed from the meeting, including a proposed solution. If an agreement has been reached regarding the proposed solution of the disputed issue in full extent, the minutes are signed by the authorized persons of both contracting parties and submitted for subsequent approval and comments to the persons appointed by both contracting parties for such case. If an agreement is reached only about a part of the disputed issue, the part about which an agreement has been reached regarding the proposed solution and the part which remains disputable will be precisely divided and described in the minutes.

f) The statutory representatives of TSO and of the User are obliged to comment on the proposed solution of disputable issues not later than 20 working days after the minutes were taken and to deliver their written comments on the proposal to the other contracting party to the address of its registered office or to the addresses provided in the Contract;
g) Unless a different agreement is reached in the period of 30 days after delivery of the invitation, the contracting party interested in that may address its complaint to the competent administrative authority or bring an action before the competent court while immediately notifying the other contracting party thereof by a registered letter. Both contracting parties are obliged to act in accordance with the Operational Rules and the Contract during the period of the dispute existence.

2.9 FINAL PROVISIONS

1. In order to ensure the necessary coordination of the system development according to the Regulations of the TS Operator, preparation of the ES of SR operation, the ES of SR operative management, update of the Protection Plan against Occurrence and Spreading of System Failures in the ES of SR and the Recovery Plan after a Black-Out Type of Failure, the User is obliged to cooperate with TSO and provide the necessary information and data for such purpose.
2. Both Contracting Parties mutually undertake to protect and not to disclose confidential information to the third parties. None of the contracting parties may provide information on business data of the Contract to the third party without a written consent of the other contracting party, not even partially, but for the publicly disclosed information. Similarly, the parties will protect confidential information and facts forming a trade secret of the third party provided by such third party to any of the contracting parties with a permission for their further use. The confidentiality obligation lasts during the entire period of existence of facts forming the trade secret or existence of the interest to protect confidential information. This Article does not apply to the information obligation resulting from the generally binding legal regulations. At the same time, it has been agreed that with regard to the ES of SR management obligation, TSO may use the information of technical nature in the necessary extent.
3. TSO is obliged to maintain information confidentiality pursuant to Art. 94 of the Energy Act.
4. Legal relations not regulated in these Trading Conditions are governed by the legal regulations of the Slovak Republic.
5. The Trading Conditions to the Contract are amended by the valid and effective Office Decision. The Trading Conditions to the Contract in the current wording are automatically deemed to be a binding part of the Contract by the effective date of the Office Decision.
6. Other annexes to the Contract not bound to the Office Decision may only be amended by an amendment to the Contract, unless otherwise stipulated in the Contract.
7. These Trading Conditions prevail over the Technical Conditions in the part regulating the process and trading conditions of connection to TS.
8. TSO is authorized to invite the User to conclude a new Contract or an addendum to the Contract at any time in case of amendment of the legislation or in case of a change of the Operational Rules or the Dispatching Rules, in case of a change of the technical solution of the user connection to TS on the part of TS or in case of need of amendment of the contractual provisions. In such case, within 10 working days of the request, the User shall be obliged to provide TSO

with full cooperation to conclude the Contract or an amendment to the Contract reflecting the change of the circumstances pursuant to the preceding sentence and in case of an amendment of the legislation, or a change to the Operational Rules or the Dispatching Rules, the User shall be obliged to enter into such a new Contract or an amendment to the Contract not later than within 20 working days from the date of the request.

9. Should any provisions of the Contract or of these Trading Condition be or become ineffective or non-feasible, it will not affect the remaining provisions. In such case the contracting parties will replace the ineffective or non-feasible provision by another provision which is as close as possible to it by its content and purpose.
10. These Trading Conditions ensure a unified and non-discriminatory approach of TSO to all Users. It is possible to deviate from these Trading Conditions only based on the Contract and only in those provisions the change of which will not be contradictory to the content or purpose of these Operational Rules.
11. Since TSO is an obliged person pursuant to the Freedom of Information Act, the Applicant is aware of the fact that information on the Contract will be disclosed in a way specified in provision of Art. 5a par. 3 of the Freedom of Information Act and in the extent pursuant to Regulation of the Government of the Slovak Republic No. 498/2011 Coll. laying down details about publishing contracts in the Central Register of Contracts and the required information regarding conclusion of the Contract.

3. Trading Conditions for the Contract on Access to the Transmission System and Electricity Transmission

3.1 Introductory Provisions

1. Trading Conditions to the Contract on Access to the Transmission System and Electricity Transmission (for the purposes of Chapter 3 hereinafter referred to as “Trading Conditions”) form an inseparable part of the Contract on Access to the Transmission System and Electricity Transmission (for the purposes of Chapter 3 hereinafter referred to as "Contract") and an inseparable part of the Operational Rules.
2. In accordance with Art. 273 par. 1 of Act No. 513/1991 Coll. the Commercial Code, as amended, these Trading Conditions regulate mutual rights and obligations of the contracting parties resulting from the subject-matter of the Contract.
3. The Contract must be in a written form.
4. Any amendments in the Contract must be made in writing in the form of a numbered amendment signed by the authorized representatives of the User and of TSO or in the manner agreed in the Contract. A document considered to be a part of the Contract, pursuant to the Contract, must be signed by the authorized representatives of both contracting parties, unless otherwise stipulated in the Contract.
5. Electricity transmission is provided for by the TS Operator based on the Contract concluded with the User.
6. For the purposes of these Trading Conditions, a User means a DSO, final electricity consumer or electricity generator connected to TS or an electricity supplier who concludes the Contract for its electricity consumer, aggregator, electricity storage facility operator.
7. Pursuant to the Energy Act, TSO is obliged to conclude the Contract with everyone who applies for it upon meeting the technical conditions and trading conditions for access to TS and for electricity transmission.
8. Concurrently, apart from fulfilment of the obligations in the general economic interest, TSO is obliged to ensure access to the system and electricity transmission on a transparent and non-discriminatory principle.

3.2 Procedure for Conclusion of the Contract

1. The Contract is concluded by and between TSO of the one part, and an applicant for access to TS and electricity transmission, who may be DSO, final electricity consumer, electricity supplier, electricity generator or electricity storage facility operator (hereinafter referred to as “Applicant”) of the other part. If an electricity supplier provides for electricity transmission for a final electricity consumer, the electricity supplier may conclude the Contract with TSO based on a power of attorney granted by the final electricity consumer. In such case the Applicant has a contract concluded with the electricity supplier on shifting the responsibility for an imbalance to the

electricity supplier who has a valid and effective contract on imbalance settlement concluded with the imbalance biller.

2. Conclusion of the Contract with the User is conditioned by a valid and effective contract on connection to TS, concluded by and between TSO and the User.
3. If the Applicant is not an owner of the electro-energetic facility and/or demand electricity facility which is connected to TS to which the Applicant requires electricity transmission, the Applicant is obliged to prove to TSO the contractual relation between the Applicant and the owner of the electro-energetic facility and/or demand electricity facility that authorizes the Applicant to operate the electro-energetic facility and demand electricity facility in question.
4. In order to enter into the Contract, it is necessary to have a contractual obligation to conclude the Contract as of the certain date specified in the contract on connection to TS or to deliver a written request for conclusion of the Contract to TSO to the address of the registered office of the company or to the e-mail address zmluvy@sepsas.sk. The application form is available on the Website. A filled in application form for conclusion of the Contract must be delivered to TSO not later than 21 days before the required date of electricity transmission commencement to the offtake point of the Applicant, otherwise TSO may refuse the electricity transmission.
5. Further conditions necessary for conclusion of the Contract include:

   a) valid and effective contract on connection to the transmission system,

   b) valid and effective contract on imbalance settlement (if the Applicant is responsible for an imbalance) or contract on assumption of responsibility for an imbalance according to the Market Rules concluded by and between the Applicant and a registered (with an effective contract on imbalance settlement) accounting entity.

   Together with the application for conclusion of the Contract or on the basis of the declared commitment in the Contract of Connection to TS, the Applicant will deliver a completed draft Contract

6. published on the Website and shall deliver it together with the application for conclusion of the Contract to TSO at least 21 days prior to the requested date of the transmission commencement. TSO will review the draft Contract and, if the data is correct, it will send the final version of the Contract to the User within 7 days from the draft Contract delivery.
7. The Applicant will immediately sign the final Contract wording within 7 days and deliver the signed Contract to TSO. Subsequently, TSO will sign the delivered Contract and TSO will send it back to the Applicant within 7 days.
8. The Contract comes into force on the date of its signing by both contracting parties. Effect of the Contract is always agreed directly in the Contract provisions.
9. The period for which the Contract is concluded is identical to the period which the contract on connection to TS is concluded for, unless the contracting parties agreed upon a shorter period of the Contract validity.
10. TSO is entitled to ask the Applicant to conclude a new Contract at any time.
11. Electricity offtake with no Contract concluded and with no valid and effective contract on connection to TS as well as with no valid and effective contract on imbalance settlement or the contract on assumption of responsibility for an imbalance is considered to be illegal electricity offtake.

12. Since pursuant to the Freedom of Information Act TSO is an obliged person, the Applicant is aware of the fact that information on the Contract will be disclosed in the manner specified in provision of Art. 5a par. 3 of the Freedom of Information Act and in the extent pursuant to Regulation of the Government of the Slovak Republic No. 498/2011 Coll. laying down details about publishing contracts in the Central Register of Contracts and the required information regarding conclusion of the Contract.

3.3 CONTRACT TERMINATION

1. The Contract may be terminated by a written agreement of the contracting parties.
2. The Contract is terminated by expiry of the period for which it was concluded.
3. The Contract may be terminated by a written withdrawal from the Contract by TSO in case of a serious breach of the Contract by the User, if the User fails to take remedial action not even in the period defined by TSO in the request of TSO for remedy. In the event of an illegal electricity consumption, TSO shall be authorized to withdraw from the Contract immediately without a prior notice. In case of illegal electricity offtake, TSO is entitled to withdraw from the Contract immediately without a prior notice.
4. Exceeding the connection capacity values in the offtake direction from TS or in the supply direction to TS and the failure to adjust the operation of the electro-energetic facility of the User to the instructions of the TSO dispatching is deemed to be a serious breach of the Contract by the User.
5. The Contract may be terminated by a written withdrawal from the Contract by the User if the serious breach of the Contract by TSO occurred. Such withdrawal from the Contract is effective on the delivery date of withdrawal to the other contracting party.
6. The Contract is terminated on the date of termination of the contract on connection to TS or of the contract on imbalance settlement or of the contract on assumption of responsibility for an imbalance.
7. Moreover, the Contract is terminated on the expiry date of the User authorization to operate a foreign electro-energetic facility or a demand electricity facility (withdrawal of an owner consent, expiry of a lease contract, etc.).
8. The Contract may also be terminated by a written notice from the Contract by the User without stating a reason, even in case of conclusion of the Contract for a definite period of time. The notice period is 1 month and it starts to run on the first day in the month following the month in which the notice was delivered to TSO.

3.4 ACCESS TO THE TRANSMISSION SYSTEM AND ELECTRICITY TRANSMISSION

1. Access to TS means access under the Contract while access means the right of the Participant to use the transmission system within the scope of the contractually agreed transmission capacity and if it is the Participant supplying electricity in the connection point, access to the transmission system means the right of to supply electricity to the transmission system.

2. TSO provides for electricity transmission to the User based on and within the extent of the valid legal regulations, Technical Conditions, and Operational Rules.
3. OOMs of the User are defined in the contract on connection to TS.
4. Electricity transmission is performed based on a request for transmission. Request for transmission shall be understood as a request for an amount of the transmitted electricity in the following calendar year announced by the User to the TS Operator in the form of a registered letter signed by the authorized persons of the User and sent annually not later than 20 October of the previous year. Based on this request, TSO will prepare a payment schedule for advance payments of the User for the reserved capacity, electricity transmission and for losses during electricity transmission.
5. Metering in TS including processing of the metered data for the purposes of data provision to the organizer of the short-term electricity market, will be ensured by TSO.
6. Prior to the transmission commencement, TSO must verify the TSO business metering system functionality according to the valid Technical Conditions.
7. Business schemes and OOM formulae of the User, based on which the amount of the supplied, consumed and transmitted electricity is assessed, will form an annex to the Contract. Business schemes and formulae must be approved by the User and TSO. Any changes in business schemes or OOM formulae of the User may be performed exclusively with a consent of TSO and of the User. The procedure in case of change of business schemes and formulae is provided in the Contract.
8. TSO and the User are responsible for compliance with the set electricity quality parameters according to the relevant legislation and the TS Operator Rules.

3.5 SUBMISSION OF DATA RELATED TO TRANSMISSION AND TECHNICAL SPECIFICATIONS OF THE USER FACILITY

1. The User is obliged to hand over the data to the TS Operator related to the expected electricity offtake from TS to the User OOM or to the electricity supply to TS from the User OOM for the need to prepare the ES of SR operation (annual, monthly, weekly and daily) which is defined in the valid legislation and in the Technical Conditions.
2. DSO and a final consumer of electricity connected to TS will report their expected amounts of electricity in the year t and the planned amounts of electricity for the year t+1 in megawatt hours in the following structure:
   a) the amount of electricity which DSO, the final consumer of electricity and the electricity storage facility operator will take from TS,
   b) the amount of electricity which DSO and final consumers of electricity will take from its distribution system, including DSO and electricity consumers connected within the operation provably separated from the ES of SR.
   c) the amount of electricity which DSO and final electricity consumers will take from its distribution system within the operation provably separated from the ES of SR.
3. DSO connected to TS will report to TSO the data on actual electricity amount in megawatt hours for the relevant month until 8th calendar day of the following month in the following structure:

a) the amount of electricity which DSO and final consumers of electricity will take from its distribution system, including DSO and electricity consumers connected within the operation provably separated from the ES of SR.

b) the amount of electricity which DSO and final electricity consumers will take from its distribution system within the operation provably separated from the ES of SR.

4. DSO connected to TS will report other additional data to TSO on the dates specified in Document D of the Technical Conditions in the following structure:

   a) offtake forecast for the year n+1,

   b) updated installed and achievable capacity of electricity generating facilities except for photovoltaic power plants.

5. For the purposes of price regulation, the electricity Generator connected to TS or the electricity storage facility operator connected to TS will report to TSO, by 30 March of the current year with specification by 1 July at latest of the relevant year the planned amounts of electricity for the following calendar year in megawatt hours generated in the electricity generating facilities of such electricity generator and supplied to electricity consumers by direct line or transmitted electricity taken by the electricity storage facility or consumed by such electricity generator, and electricity consumed for electricity self-consumption during electricity generation taken from TS.

6. Electricity Generator connected to TS or electricity storage facility operator connected to TS will report to TSO the data concerning the actual amount of electricity in megawatt hours generated in the electricity generating facility of such electricity generator and supplied to electricity consumers by direct line or transmitted electricity taken by the electricity storage facility or consumed by such electricity generator, with the exception of the electricity consumed for electricity self-consumption during electricity generation, always for the relevant month up to the seventh calendar day of the following month.

7. The User will report actual amounts of electricity to TSO, always for the relevant month in the prescribed form, to the web portal of the information system of TSO business metering and via e-mail to the address: K_spotreba@sepsas.sk.

8. If the User fails to report the amounts of electricity to TSO, TSO will be entitled to estimate these data.

3.6 Electricity Transmission Restriction and Interruption

1. TSO will have the right to restrict or interrupt electricity transmission to the extent necessary and for the necessary period of time and will not be entitled to compensation of damage with the exception of cases when the damage was caused by TSO in cases enumerated in Art. 28 par. 1 subpar. g) of the Energy Act.

2. Operation-related handling resulting in a different system topology will not be deemed to be transmission interruption, unless electricity transmission has been restricted or interrupted.

3.7 METERING, METHOD OF MAKING MEASURED DATA AVAILABLE, METHOD OF ENSURING REPLACEMENT VALUES

1. The form of metering the transmitted electricity is defined in the Technical Conditions, in the Contract on Connection to TS as well as in these Operational Rules. The amount of the transmitted electricity will be assessed by TSO based on the business metering in OOM of the User and based on the approved business schemes and formulae.
2. The User has a web interface available from the TSO business metering system in which validated measured values are displayed from the User connection points to TS.
3. After signing the Contract, the User may ask the administrator of the TSO business metering system for an authorized access to the above-mentioned web interface. A person entitled to obtain an authorized access must be specified in the Contract. The administrator of the business metering system will provide the person with all requirements necessary for access to this interface.
4. In case of unavailability of the data in the TSO business metering system, the data from the User billing measurement system (a measurement set) will be used for invoicing of individual services while the User is obliged to provide such data to the administrator of the TSO business metering system in the required form.
5. If the measured values readings are unknown on the date of sending detailed monthly values, replacement values set by TSO according to the Technical Conditions are verified and approved by the User. In case of disputable issues, replacement values set by TSO are used in the monthly assessment and, concurrently, both contracting parties will act in line with the rules and conditions applicable to resolution of disputes according to the Operational Rules.
6. If it is necessary to make changes in the method of metering, these changes must be mutually approved by the User and TSO and they must be recorded in the business scheme and in the User OOM formulae not later than on the date of their execution.
7. If the conditions for handover of the measured values are not fulfilled, TSO is entitled to set and use the replacement values in the relevant User OOM as the binding values for settlement. If data has not been measured or transmitted for a long time due to reasons attributable to the User, what results in the use of the replacement values, TSO will notify this fact to the Office and inform the User of the potential transmission interruption.
8. The User is entitled to complain about the values metered by TSO. The form of complaint is described in Chapter 8 of these Operational Rules.

3.8 CONDITIONS OF TSO ACCESS TO THE USER BUILDINGS

1. TSO provides for electricity metering in TS. If there is business metering system equipment located in the User buildings, the User is obliged to allow TSO employees to access its buildings for the purpose of metering administration performance.
2. The TSO employees are obliged to inform on their scheduled arrival in advance to the relevant employee of the User in charge. This employee is appointed by the User.

3. The User will allow the TSO employees to access the TSO business metering system equipment at least on working days during the working hours from 8 a.m. to 4 p.m.
4. If more than two days of bank holiday (public holiday) follow the working day, it is inevitable, if necessary, to allow access, on the last working day before the bank holidays also after the working hours.
5. If necessary, the User is obliged to enable the TSO employees and the employees of the TSO communication art without delay fast performance of administration of the metering and communication equipment in its building also at the time outside regular working hours.
6. In case of need of an operational intervention to be performed on the equipment of the TSO business metering system, the User will enable access of TSO employees within four hours from the request.
7. If necessary, the User is obliged to enable access to TSO also with the required technology, including motor vehicles.
8. If the User fails to enable prompt elimination of technical problems, the User assumes full responsibility for all damages caused by hindering the service intervention. The mentioned damages will be borne by the User.
9. The TSO employees must comply with all conditions imposed by the User in relation to entry and they must respect local operating and safety regulations of the User.

3.9 CHANGE OF A SUPPLIER AND CHANGE OF THE BALANCE GROUP

1. In accordance with the Market Rules, each Participant may either be responsible for an imbalance (it creates its own balance group) or it may transfer its responsibility for an imbalance to another accounting entity (it becomes a part of the balance group of this accounting entity).
2. Balance group is a group of offtake points and supply points of the Participants for which one common accounting entity has assumed responsibility for an imbalance; it is designated with an identification number of the balance group.
3. When changing the electricity supplier at the off-take point or at the supply point, the change may be executed if the electricity consumer who concludes a contract on electricity composite supply or a contract on electricity supply enters into contract with a new electricity supplier, thereby changing the electricity supplier at the off-take point; the change of the supplier may result in a change of the balance group and each change of the electricity supplier at the off-take point shall be free of charge.

   Every change of the electricity supplier means concurrently a change of the balance group.

   TSO will perform registration of the User OOM connected to TS and its allocation to the balance group of a new electricity supplier based on a written application of a new electricity supplier (based on the User authorization) sent to TSO not later than 21 days prior to the required date of change. The application form is available on the website.

   Processes of the supplier change do not apply to the changes of a supplier in cases when the supplier will be a supplier of the last resort in accordance with the Energy Act.

The process of the balance group change and of the supplier change is specified in the Market Rules.

3.10 METHOD OF PAYMENT SPECIFICATION

1. TSO invoices the User a fee for access to TS, for electricity transmission and for losses during electricity transmission (tariff for losses) in accordance with the valid price decisions of RONI, with the valid Decree on Price Regulation and/or the Operational Rules.
2. The payment for the reserved capacity and for the electricity transmission shall be charged to the User in compliance with the Market Rules and/or RONI price decisions and/or the Decree on Price Regulation and/or the Operational Rules.
3. The prices are valid throughout the period when the relevant price decision of RONI is in effect. If a different decision of RONI begins to apply, TSO will apply the changed amount of payments after the effective date specified in the new RONI Decision.
4. If RONI decision changes during the year, TSO will prepare a draft repayment schedule for advance payments not later than 15 calendar days after the new RONI decision has become definitive. The draft repayment schedule for advance payments signed by the authorized representatives will be sent by TSO to the User for approval.
5. Within 7 calendar days after the delivery date of the draft repayment schedule for advance payments, the User is obliged to approve it and send it to TSO signed by the authorized representatives.
6. If not later than 7 calendar days, the User fails to approve the repayment schedule for advance payments without justification, TSO is entitled to use the draft repayment schedule for advance payments sent to the User.
7. Unless otherwise agreed between TSO and the User, if there are any price differences resulting from the change in the RONI decisions, the financial settlement of the price differences incurred will be applied not later than one month after a new RONI decision has become definitive.

   TSO discloses the valid prices on its Website. Moreover, TSO shall publish the data and information relating to the provision of services, pricing conditions and billing methods on its Website.
8. Payments for the transmitted electricity are invoiced for each megawatt hour of electricity supplied from TS to the User OOM based on the values measured in the TSO business metering system or based on alternative values mutually approved with the User in case of metering failure.
9. Payments for losses during the electricity transmission are invoiced for each megawatt hour of electricity supplied from TS to the User OOM based on the values measured in the TSO metering system or based on alternative values mutually approved with the User in case of metering failure.

3.11 INVOICING AND PAYMENT CONDITIONS FOR ACCESS TO TS, ELECTRICITY TRANSMISSION AND LOSSES DURING ELECTRICITY TRANSMISSION

1. The User will effect the payment for the reserved capacity on a monthly basis in the form of one advance payment and via payment based on the final invoice in which the paid advance of the given month is considered. The repayment schedule for advance payments will be approved by the authorized representatives according to the conditions stipulated in the Contract.
2. The advance payment amounting to 50 % of the set monthly payment for the reserved capacity rounded to integers, will be paid by 10th day of the given month.
3. TSO issues a final invoice for the reserved capacity, not later than 15th day of the month following the month to which the settlement relates. The final invoice will contain the price for the reserved capacity and the corresponding VAT; the advance payments credited to the TSO account in the month to which the settlement relates will be deducted from the total value of the invoice.
4. The User will effect payment for the transmitted electricity and payment for losses during electricity transmission on a monthly basis in the form of one advance payment for the transmitted electricity and one advance payment for losses and by payment based on final invoices in which the paid advance payments in a given month are considered. The repayment schedules for advance payments will be approved by the authorized representatives according to the conditions stipulated in the Contract:
   a) the advance payment in the amount of 60 % of the product of the assumed amount of electricity transmitted in the common month in compliance with the repayment schedule for the User and the tariff for the transmitted electricity, rounded to integers;
   b) the advance payment in the amount of 60 % of the product of the assumed amount of electricity transmitted in the common month for the User and the tariff for losses incurred during electricity transmission, rounded to integers;
5. The advance payments for the transmitted electricity and losses are due within 16th day of the given month.
6. TSO will issue final monthly invoices for the transmitted electricity and final invoices for the losses incurred during electricity transmission, not later than 15th day of the month following the month to which the settlement relates. Final invoices will contain the price for the transmitted electricity and the price for the losses incurred during electricity transmission and the corresponding VAT; the advance payments credited to the TSO account in the month to which the settlement relates will be deducted from the total value of the invoice.
7. If the advance payment for the relevant month is credited to the TSO account in the following month, this payment will not be deemed to be a partial payment of the final invoice for the relevant month to which the advance payment relates.
8. TSO will send final invoices to the User not later than 15th day of the month following the month to which the settlement relates applying the manner stipulated in the Contract. The Operator and the User may agree in writing on issuance of electronic invoices. The aforementioned must be agreed in the Contract and it must include e-mail addresses for sending and receiving electronic invoices.
9. Maturity of final invoices is 14 days from their delivery date to the User by e-mail.

10. If the due date of the advance payment or of the final invoice falls on Saturday, Sunday or a public holiday, the due date is the closest following working day. Crediting of the invoiced amount to the TSO account is deemed to be the payment of the advance payment or of the final invoice.
11. Invoices must comply with the requirements pursuant to Act No. 222/2004 Coll. on Value Added Tax as amended (hereinafter referred to as “VAT Act”).
12. Not later than 10 days from the invoice delivery date, the User is entitled to complain about the invoice issued by TSO and sent by postal mail or by e-mail. Not later than 20 days from the complaint delivery date, TSO is obliged to provide the User with a written opinion on the complaint eligibility. Any potential difference from the complaint procedure is a separate performance invoiced in the taxation period in which the complaint procedure was terminated. Lodging a complaint will not affect the run of the maturity period of the original invoice. The maturity period of the amended invoice is 14 days from its delivery date to the User by e-mail.
13. If the electricity supplier concludes the Contract on behalf of the consumer, the payments for the reserved capacity, payments for the transmitted electricity and for the losses during electricity transmission will be paid by the electricity supplier.
14. TSO is entitled to set off its receivables from the outstanding payments against potential liabilities to the User that result from other contracts.
15. Unless, based on the repeated written request, the due liabilities are paid by the User, TSO is entitled to interrupt electricity transmission to the User offtake point until these liabilities are settled.
16. In case of delay with settlement of the due payment, the TS Operator is entitled to invoice the late payment interest amounting to 1M EURIBOR + 8 % p.a. from the due amount for each started day of delay (with a 360-day accounting year). The value of 1M EURIBOR valid as of the first day of delay with a payment will be used for the interest calculation. If 1M EURIBOR does not reach a positive value (negative value), 1M EURIBOR equal to zero will be used for interest calculation. The late payment interest is due within 14 calendar days after the invoice delivery date.
17. If one of the contracting parties pays the late payment interest from the due amount to the other contracting party which was invoiced without authorization, the contracting party in favour of which such interest was paid is obliged to return it immediately.

3.12 Invoicing and Payment Conditions for Access to TS, Electricity Transmission and Losses During Electricity Transmission of the Electricity Generator Connected to TS Exclusively for the Purpose of Electricity Offtake from TS

1. Electricity generator the electricity generating facility of which is connected to TS exclusively for the purpose of electricity offtake (prior to commencement of electricity generation and supply to TS or after termination of electricity generation and supply to TS) is for the purposes of application of tariffs for access to TS, electricity transmission and for the losses during electricity transmission deemed to be a final electricity consumer from TS and it proceeds pursuant to Chapter 3.2 at conclusion of the “Contract on Access to TS and Electricity Transmission for Electricity Offtake”.

2. Pursuant to par. 1, the TS Operator is obliged to inform RONI on conclusion of the Contract on Access to TS and Electricity Transmission for Electricity Offtake with the Generator not later than 30 days from the conclusion thereof.
3. Prior to commissioning the electricity generating facility and prior to supply of electricity to TS, the Generator is obliged to conclude the Contract on Access to TS and Electricity Transmission the subject-matter of which is electricity supply and offtake, to and from TS with effect not later than the date of first phasing of the electricity generating facility to TS. The validity of the Contract on Access to TS and Electricity Transmission for Electricity Offtake expires by coming into effect of the Contract on Access to TS and Electricity Transmission.
4. If the Generator phases the electricity generating facility to TS earlier than stipulated in the Contract on Access to TS and Electricity Transmission for Electricity Offtake and the TS Operator meters the electricity supply to TS in the connection point of the concerned electricity generating facility, the TS Operator is entitled to proceed pursuant to Chapter 2.7 and to interrupt access to TS for the Generator.
5. The Generator will effect payment for the system services and for the system operation based on the data sent by the TS Operator according to the Operational Rules of OKTE, a.s. and in the amount determined in compliance with the valid legislation and RONI decisions.
6. The Generator's reserved capacity pursuant to par. 1 will be set by the TS Operator monthly based on the metered monthly maximum of a 15-minute active power. The values of outputs are determined in megawatts with three decimal places. The reserved capacity set in this way may not exceed the connection capacity for offtake from TS stipulated in the contract on connection to TS in the connection point of the electricity generating facility.
7. The Generator will effect payment for the transmitted electricity and payment for losses during electricity transmission on a monthly basis in the form of one advance payment for the transmitted electricity and one advance payment for losses during electricity transmission and payment based on the final invoices which will consider paid advances in the given month. The repayment schedules for advance payments will be approved by the responsible representatives according to the conditions stipulated in the Contract on Access to TS and Electricity Transmission for Electricity Offtake as follows:
    a) the advance payment in the amount of 60 % of the product of the assumed amount of electricity transmitted in the common month in compliance with the payment schedule for the Generator and the tariff for the transmitted electricity, rounded to integers;
    b) the advance payment in the amount of 60 % of the product of the assumed amount of electricity transmitted in the common month for the Generator and the tariff for losses incurred during electricity transmission, rounded to integers.
8. The advance payments are due within 16th day of the current month.
9. The TS Operator issues a final monthly invoice for the reserved capacity, not later than 15th day of the month following the month to which the settlement relates. The final invoice will contain the price for the reserved capacity and the corresponding VAT.
10. The TS Operator will issue final monthly invoices for the transmitted electricity and final invoices for the losses during electricity transmission, not later than 15th day of the month following the month to which the settlement relates. Final invoices will contain the price for the transmitted electricity and the price for the losses during electricity transmission and the corresponding VAT; the advance payments credited to the TS Operator account in the month to which the settlement relates will be deducted from the total value of the invoices.

11. If the advance payment for the relevant month is credited to the TS Operator account in the following month, this payment will not be deemed to be a partial payment of the final invoice for the relevant month to which the advance payment relates.
12. The TS Operator will send final invoices to the Generator not later than 15th day of the month following the month to which the settlement relates applying the manner stipulated in the Contract.
13. Maturity of final invoices is 14 days from their delivery date to the Generator by e-mail.
14. If the due date of the advance payment or of the final invoice falls on Saturday, Sunday or a public holiday, the due date is the closest following working day. Crediting of the invoiced amount to the TS Operator account is deemed to be the payment of the advance payment or of the final invoice.
15. Invoices must comply with the requirements pursuant to the VAT Act.
16. Not later than 10 days from the invoice delivery date, the Generator is entitled to complain about the invoice issued by the TS Operator and sent by postal mail or by e-mail. Not later than 20 days from the complaint delivery date, the TS Operator is obliged to provide the Generator with a written opinion on the complaint eligibility. Any potential difference from the complaint procedure is a separate performance invoiced in the taxation period in which the complaint procedure was terminated. Lodging a complaint will not affect the run of the maturity period of the original invoice. The maturity period of the amended invoice is 14 days from its delivery date to the Generator by e-mail.
17. If the electricity supplier concludes the Contract on Access to TS and Electricity Transmission for Electricity Offtake on behalf of the Generator, the payments for the reserved capacity, payments for the transmitted electricity and for the losses during electricity transmission will be paid by the electricity supplier.
18. The TS Operator is entitled to set off its receivables from the outstanding payments against eventual liabilities to the Generator that result from other contracts.
19. Unless the due liabilities are paid by the Generator, the TS Operator is based on the repeated written request entitled to interrupt electricity transmission to the Generator offtake point until these liabilities are settled.
20. In case of delay with settlement of the due payment, the TS Operator is entitled to invoice the late payment interest amounting to 1M EURIBOR + 8 % p.a. from the due amount for each started day of delay (with a 360-day accounting year). The value of 1M EURIBOR valid as of the first day of delay with a payment will be used for the interest calculation. If 1M EURIBOR does not reach a positive value (negative value), 1M EURIBOR equal to zero will be used for interest calculation. The late payment interest is due within 14 calendar days after the invoice delivery date.
21. If one of the contracting parties pays the late payment interest from the due amount to the other contracting party which was invoiced without authorization, the contracting party in favour of which such interest was paid is obliged to return it immediately.

3.13 Prevention of Losses, Damage Compensation and Contractual Penalties

1. TSO and the User undertake to mutually provide immediate information on the facts which could result in damages and strive for their averting.
2. TSO and the User are relieved from the responsibility for non-compliance with the obligation resulting from the Contract or from legal regulations or from the Technical Conditions providing such acting was caused by the circumstances excluding the responsibility pursuant to Article 374 of the Commercial Code.
3. TSO is entitled to require compensation for damages from the User amounting to the amount of the actual damage provided that such damage was caused mainly by any acting or non-acting in conflict with the Contract, with the related legal regulations and the Technical Conditions.
4. If the User breaches the Regulations of the TS Operator related to the subject-matter of the Contract, the obligations or conditions under the Contract or these Trading Conditions, TSO is entitled to impose a contractual penalty of EUR 2,000,- to the User per each such breach.
5. By exercising the contractual penalty, the right of TSO for compensation for damages amounting to the damage exceeding the contractual penalty will not be affected.
6. In case of unauthorized offtake caused by electricity offtake without the concluded Contract or without the Contract of Connection to TS or in conflict therewith, the User is obliged to pay the actually incurred damage. If it is impossible to fully quantify the actual damage, the User is obliged to settle the damage calculated according to the generally binding legal regulation.
7. The failure to hand over the data within the scope, deadline and in the method according to these Trading Conditions is deemed to be the substantial breach of the terms and conditions and it gives entitlement of TSO to accounting of the contractual penalty amounting to EUR 2,000,- per each individual breach.
8. The relevant provisions of the part Invoicing and Payment Terms provided in these Trading Conditions are applied to settlement and invoicing of contractual penalties.

3.14 Dispute Resolution

1. The following procedure will be applied by TSO and the User in the event of dispute resolution:
   a) TSO and the User will act in a way so as the disputable situation is objectively explained and they will provide necessary collaboration for this purpose;
   b) The claiming contracting party is obliged to invite the other contracting party in writing to resolve the dispute while it will describe the dispute in detail and refer to the provisions of a legal regulation, the Operational Rules or the Contract, and it will submit copies of evidence supporting the claim. Moreover, if the claim is appraisable in monetary terms, it will also state the amount expressing the value of the claim;
   c) The invitation will be delivered to the other contracting party in person or by a registered letter to the address of its registered office in case of a legal entity or to the address in case of a natural person;
   d) Authorized persons of both contracting parties will meet on the agreed date and in the agreed venue. Unless the agreement is reached on the date and place of the meeting, the authorized

persons of both contracting parties will meet on the 7th working day from the invitation delivery at 10 a.m. in the registered office of the contracting party invited for discussion;

e) The subject of the invitation will be discussed at the meeting of the authorized persons of both contracting parties and the minutes will be executed from the meeting, including a proposed solution. If an agreement has been reached regarding the proposed solution of the disputed issue in full extent, the minutes are signed by the authorized persons of both contracting parties and submitted for subsequent approval and comments to the persons appointed by both contracting parties for such case. If an agreement is reached only about a part of the disputed issue, the part about which an agreement has been reached regarding the proposed solution and the part which remains disputable will be precisely divided and described in the minutes.

f) The statutory bodies of TSO and the User or their authorized representatives are obliged to comment on the proposed solution of disputable issues not later than 20 working days after the minutes were taken and to deliver their written opinion on the proposal to the other contracting party to the address of its registered office or to the addresses provided in the Contract;

g) Unless a different agreement is reached in the period of 30 days after delivery of the invitation, the contracting party interested in that may address its complaint to the competent administrative authority or bring an action before the competent court while notifying the other contracting party thereof by a registered letter. Both contracting parties are obliged to proceed in accordance with the Operational Rules and the mutual Contract during the period of the dispute existence.

3.15 Rules and Conditions for System Service Provision

1. SyS ensure the quality of electricity supply and reliability of the transmission system, they help maintain an even performance balance of the ES of SR in real time and they help restore synchronous operation in case of breakdown of the ES of SR.
2. Payments for SyS are performed in accordance with the Market Rules, the valid RONI Decree on Price Regulation and valid RONI Decisions.

3.16 Rules and Conditions of Invoicing an Efficient Levy Rate to Settle the Debt in the National Nuclear Fund

3.16.1 Method of Determining the Payment to the National Nuclear Fund

1. Payment to the National Nuclear Fund (hereinafter referred to as “Payment to the Nuclear Fund”) is paid pursuant to the Government Regulation No. 21/2019 Coll. laying down the amount of the annual levy intended for payment of a historical debt from the supplied electricity to final electricity consumers and details on the method of its selection for the National Nuclear Fund, its use and on the method and deadlines of its payment (hereinafter referred to as “Government Regulation on the National Nuclear Fund”).

2. The payment is determined in the form of an efficient levy rate for the particular year (hereinafter referred to as the "Efficient Rate") determined by the Government Regulation on the National Nuclear Fund.
3. A final electricity consumer connected to TS will send the Payment to the Nuclear Fund based on the Contract or based on a special contract with TSO.
4. If the final electricity consumer connected to TS has concluded a contract on electricity supply and the related services with the electricity supplier, the Payment to the Nuclear Fund will be settled by the electricity supplier.
5. If an electricity generator connected to TS supplies electricity to the final electricity consumer without using the system, the payment for the final electricity consumer will be paid by the electricity generator to the TS Operator.
6. The Payment to the Nuclear Fund is not be charged to the electricity generator who takes electricity from the system for the purposes of pumping in pump-storage hydroelectric power plants or who take electricity from the system exclusively for the purposes of electricity self-consumption during electricity generation or for the purposes of other electricity self-consumption of the electricity generator.

3.16.2 Conditions of Payments to the Nuclear Fund

1. The Payment to the Nuclear Fund is invoiced to a final electricity consumer connected to TS (User) based on the data metered or assessed by TSO in the User offtake points according to these Operational Rules. The levy does not form a part of the price for electricity transmission and it is paid based on a separate invoice.
2. If the User has concluded a contract on electricity supply and the related services with an electricity supplier, the Payment to the Nuclear Fund will be invoiced to the electricity supplier under the conditions specified in the Government Regulation on the National Nuclear Fund.
3. The Payment to the Nuclear Fund is invoiced based on the amount of the electricity supplied and generated in a local distribution system (hereinafter referred to as “LDS”) connected to TS based on the data reported by the LDS operator.
4. The Payment to the Nuclear Fund is invoiced to the electricity generator supplying electricity to the electricity final consumer without using TS, based on the data reported by the electricity generator. The electricity generator will report to TSO the data on the amount of electricity supplied to the electricity final consumer without using TS for the relevant month not later than on the 7th day of the following calendar month.

3.16.3 Procedure for Data Submission

1. The User who is also an LDS operator and/or electricity generator will report the data to TSO for the relevant month pursuant to the Government Regulation on the National Nuclear Fund to the web portal of the TSO business metering information system and/or to the e-mail address K_spotreba@sepsas.sk not later than 7th day of the following calendar month.

2. If the User who is also an LDS Operator and/or electricity generator fails to provide the data to TSO pursuant to par. 1 within 7th day of the following calendar month for the relevant month, TSO is entitled to estimate such data. Such estimate is applicable to determining a monthly settlement and its invoicing.
3. The User will send eventual differences between reality and the reported data or estimated data pursuant to par. 2 in the required form to the web portal of the TSO business metering information system and/or to the e-mail K_spotreba@sepsas.sk and will confirm it in writing in a letter. The difference will be invoiced to the User in an amended invoice.

3.16.4 Invoicing and Payment Conditions

1. TSO will issue a monthly invoice for Payment to the Nuclear Fund not later than 15th day of the month following the month to which the final invoice relates. The invoice maturity is within 7 calendar days after its delivery to the User by e-mail. The Operator and the User may agree in writing on issuance of electronic invoices. The aforementioned must be agreed in the Contract and it must include e-mail addresses for sending and receiving electronic invoices.
2. If the due date of an invoice is Saturday, Sunday or a day off, the closest following working day will be deemed to be the due date. Crediting the invoiced amount to the TSO account is deemed to be the payment of the invoice.
3. In case of delay with settlement of the due payment, the TS Operator is entitled to invoice the late payment interest amounting to 1M EURIBOR + 8 % p.a. from the due amount for each started day of delay (with a 360-day accounting year). The value of 1M EURIBOR valid as of the first day of delay with a payment will be used for the interest calculation. If 1M EURIBOR does not reach a positive value (negative value), 1M EURIBOR equal to zero will be used for interest calculation. The late payment interest is due within 14 calendar days after the invoice delivery date. At the same time, the invoice will be sent to the address of the User registered office by registered mail.
4. If one of the contracting parties pays the late payment interest from the amount due to the other contracting party which were invoiced improperly, the contracting party in favour of which such interest was paid is obliged to return it immediately.

3.17 FINAL PROVISIONS

1. In support of the necessary coordination of the programme of development of generating and transmission facilities, preparation of the ES of SR operation and ES of SR operative management, both contracting parties will cooperate and provide each other with the necessary information for this purpose.
2. Both Contracting Parties mutually undertake to protect and not to disclose confidential information to the third parties. None of the contracting parties may provide information on business data of the Contract to the third party without a written consent of the other contracting party, not even partially, but for the publicly disclosed information. Similarly, the parties will protect confidential information and facts forming a trade secret of the third party provided by such third party to any of the contracting parties with a permission for their further use. The

confidentiality obligation must be fulfilled throughout the entire period of existence of facts representing a trade secret or existence of the interest to protect confidential information. This Article does not apply to the information obligation resulting from the generally binding legal regulations. At the same time, it is agreed that with regard to the obligation of the ES of SR management, the TS Operator may use the information of technical nature in the necessary extent.

3. TSO is obliged to maintain information confidentiality pursuant to Art. 94 of the Energy Act.
4. Legal relations not regulated in these Trading Conditions are governed by the legal regulations of the Slovak Republic.
5. The Trading Conditions to the Contract are amended by the valid and effective Office Decision. They are deemed to be a binding and inseparable part of the Contract on the validity date of the Office Decision.
6. The annexes to the Contract not bound to the RONI Decision may be amended by an amendment to the Contract or by a document confirmed by the statutory representatives of the contracting parties, unless stipulated otherwise in the Contract.
7. Should any provisions of the Contract or of these Trading Conditions be or become ineffective or non-feasible, it will not affect the remaining provisions. In such case the contracting parties will replace the ineffective or non-feasible provision by another provision which is as close as possible to it by its content and purpose.
8. These Trading Conditions ensure a uniform and non-discriminatory access of TSO to all Users. It is possible to deviate from these Trading Conditions only based on the Contract and only in those provisions the change of which will not be contradictory to the content and purpose of these Operational Rules.

4. Trading Conditions of Electricity Transmission Using Interconnectors

4.1 Conditions for Securing Electricity Transmission Using Interconnectors

1. TSO provides for electricity transmission using interconnectors for electricity import or export, while electricity import is defined as electricity transmission from a neighbouring transmission system to the transmission system of the Slovak Republic and electricity export is defined as electricity transmission from the transmission system of the Slovak Republic to a neighbouring transmission system. The User must ensure electricity transit via the transmission system of the Slovak Republic by concurrent arrangement of import and export on the relevant cross-border profiles in the equal amount.
2. Electricity import and export may be performed by the User who meets the conditions pursuant to par. 3 of this Chapter.
3. The necessary condition for the User to perform electricity import and/or export includes:
   a) a valid and effective contract on imbalance settlement concluded by and between the User and the Imbalance Biller pursuant to the Operational Rules of OKTE, a. s.;
   b) valid and effective Framework Contract on Electricity Transmission Using Interconnectors (for the purposes of Chapter 4 hereinafter referred to as the “Contract”) concluded with TSO;
   c) ensuring the reserved capacity in the extent of the required electricity import and/or export (by obtaining the capacity in an auction/allocation pursuant to Chapter 4.5.1, or 4.5.2 or by transfer from other Participant pursuant to Chapter 4.5.6 or by reservation of capacity by a foreign partner of the User in accordance with the valid auction rules). The condition of ensuring the reserved capacity applies to all TSO cross-border profiles;
   d) agreement of transmission by handing over performance diagrams in accordance with the rules described in the Contract;
   e) confirmation of transmission by the operator of the neighbouring TS from/to which the transmission is performed;
   f) delivery of an application for conclusion of a contract on electricity transmission over interconnectors to the TS Operator at least ten working days prior to commencement of the electricity transmission.
4. If any of the above-stated conditions is not met, TSO is entitled to refuse to perform execution of other transmissions and it is also entitled to interrupt execution of the already agreed transmission in necessary cases.
5. The Contract contains:
   a) identification data of the contracting parties;
   b) Contract validity, conditions of withdrawal from the Contract, conditions of the Contract termination and notice periods;
   c) method and deadlines for agreement of a transmission diagram;
   d) conditions and method for data submission;

e) method of determining the amount of the transmitted electricity;

f) instruction on the place, method and time periods for applying complaints and the place, method and time periods for applying available means to settle disputes;

g) conditions for electricity transmission interruption or restriction;

h) invoicing and payment conditions;

i) method of applying indemnification and compensation for damage.

4.2 Definitions of Individual Types of Auctions on Individual TSO Cross-Border Profiles

Cross-border transmission capacities shall be allocated in the form of:

- explicit auctions,
- implicit auctions.

In case of an **explicit auction**, the transmission capacity on the interconnector shall be auctioned on the market separately and independently from the markets on which electricity is auctioned.

In the explicit auction, the following may be allocated:

- physical transmission rights - their holder has the right to carry out cross-border electricity transmission,
- financial transmission rights - are solely a financial instrument and their holder does not have the right to carry out cross-border electricity transmission.

In case of an **implicit auction**, the transmission capacity is allocated implicitly together with the auctioned electricity.

Capacity allocation regimes on individual cross-border TSO profiles are set out in Chapter 4.4, Point 7.

4.3 Method for Determining the Size of Transmission Capacities for Cross-Border Trading in Electricity and Their Allocation

Overview of the Transmission Capacity Determination Modes on SEPS Cross-Border Profiles

Profile	Annual timeframe	Monthly timeframe	Day-ahead timeframe	Intraday timeframe
SK/CZ	NTC coordinated bilaterally	NTC coordinated bilaterally	Procedure pursuant to Article 20 and 21 of the CACM Regulation	residual capacity after Day-ahead
SK/HU	NTC non-coordinated	NTC non-coordinated	Procedure pursuant to Article 20 and 21 of the CACM Regulation	residual capacity after Day-ahead

SK/PL	NTC non-coordinated	NTC non-coordinated	Procedure pursuant to Article 20 and 21 of the CACM Regulation	residual capacity after Day-ahead
SK/UA	not applicable	NTC coordinated regionally	NTC coordinated regionally	not applicable

Capacity allocation regimes on individual cross-border TSO profiles are set out in Chapter 4.4, Point 7.

4.4 Basic Principles and Rules of Auctions on Individual TSO Cross-Border Profiles

1. The aim of TSO at provision of transmission using interconnectors is to create conditions for optimal use of the transmission networks in a transparent and non-discriminatory manner for all authorized Participants while ensuring safe and reliable operation of the electricity system and complying with the accepted international obligations.
2. Since transmission using interconnectors is strictly subject to the rules for operation of international interconnections and to coordination with operators of neighbouring TS, the allocation rules respect agreements with the operators of neighbouring TS concerning coordination for ensuring transmissions on the common profile. The mentioned procedure is aimed at ensuring maximum coordination of procedures of neighbouring TSO and facilitate making agreements and performance of transmissions using interconnectors for the Participants.
3. Allocation of capacities is carried out in a joint auction with the operator of neighbouring TS or in the coordinated auction of several TS operators. Within the agreement between TS operators, the registered office of the auction office performing the auctions for reservation of capacity rights for the relevant cross-border profiles is set.
4. Auctions are organised by the auction office. The auction rules include auction dates, publication dates of capacity offer and dates of announcement of the auction results.
5. The capacities offered in the auction stem from the principle of maximum use of available capacities while concurrently respecting maintenance works and other impacts influencing this usable capacity.
6. Auction office means an organization or its organizational unit which has been assigned by TSO to organize auctions. It may be an organizational unit of TSO or the organisation or the organizational unit of a foreign TS operator or other organization which organizes auctions based on a common agreement with TSO.
7. Overview of the Capacity Allocation Modes on TSO Cross-Border Profiles

Profile	Annual auction	Monthly auctions	Day-ahead auctions	Intraday allocation

SK/CZ	explicit (SAP)	explicit (SAP)	implicit (Market coupling)	implicit auctions (Market coupling)*	implicit continuous trading (XBID)
SK/HU	explicit (SAP)	explicit (SAP)	implicit (Market coupling)	implicit auctions (Market coupling)*	implicit continuous trading (XBID)
SK/PL	explicit (SAP)	explicit (SAP)	implicit (Market coupling)	implicit auctions (Market coupling)*	implicit continuous trading (XBID)
SK/UA	not applicable	explicit (JAO Auction Office)	explicit (JAO Auction Office)	not applicable	

where:

SAP – Single Allocation Platform for long-term (forward) capacity allocation (Chapter 4.5.2);

Market coupling (Chapter 4.5.3);

XBID – a platform for continuous intraday trading in electricity (Chapter 4.5.5).

4.5 Reservation of the Transmission Capacity on the TSO Cross-Border Profiles

1. The Participant will obtain reservation of the capacity on a cross-border profile:
   a) as an Applicant in line with the conditions specified in the rules of the relevant explicit auction
      i) in a long-term auction (annual, monthly); or
      ii) in a day-ahead auction; or
      iii) in an intraday auction;
   b) by a transfer of capacity from another Participant.

4.5.1 Obtaining Capacity in an Explicit Auction

1. In order to achieve maximum transparency and non-discriminatory approach in allocation of capacity rights on the TSO cross-border profiles, a method of the capacity right allocation in the form of explicit auctions is introduced.
2. The rules of auctions applicable to individual cross-border profiles and periods of auctions (annual, monthly, daily) are published on the website of the relevant auction office.
3. Rules of auctions determine:
   a) conditions of participation in an auction;
   b) risk management tools used;
   c) method of submitting an application for capacity reservation;
   d) auction procedure description;

e) auction evaluation algorithm, method of determining an auction price;

f) method of announcing auction results;

g) payment method for capacity right reservation;

h) conditions for using the allocated capacity rights;

i) method of capacity right transfer;

j) restriction of allocated capacity rights and method of determining compensation for the restriction;

k) time schedule

   i) publishing of available tradable transmission capacities;

   ii) auction procedures;

   iii) publishing of auction results;

   iv) issuance of invoices and execution of payments for capacity right reservation.

4. There are links to the websites of auction offices responsible for capacity right allocation on the TSO cross-border profiles or the auction rules provided for by the TSO auction office published on the Website.

4.5.2 Application of Commission Regulation (EU) No. 2016/1719 Establishing a Guideline on Forward Capacity Allocation

1. By Decision No. 0007/2017/E-EU , the Office approved the Proposal of all transmission system operators regarding establishment of a Single Allocation Platform (SAP) pursuant to the FCA Regulation". SAP allocates long-term capacities starting on the trading day 1 January 2019 on the cross-border profiles published in the List of Boundaries of the Bidding Zones to which "Harmonized Rules for Allocation of Long-Term Transmission Rights in compliance with Art. 51 of the FCA Regulation" apply including the information on the type of the allocated long-term capacities (http://jao.eu/support/resourcecenter/overview).

2. By Decision No. 0006/2017/E-EU , the Office approved the Proposal of the regional arrangement of the long-term transmission rights submitted by the transmission system operators of the Core capacity calculation region in compliance with Art. 31 par. 3 of the FCA Regulation. By Decision No. 0008/2018/E-EU, the Office approved the Proposal of the change of regional arrangement of the long-term transmission rights submitted by the transmission system operators of the Core capacity calculation region in compliance with Art. 31 par. 3 of the FCA Regulation. By Decision No. 15/2019 ACER approved the Second proposal of the change of regional arrangement of the long-term transmission rights submitted by the transmission system operators of the Core capacity calculation region. By Decision No. 0004/2020/E-EU of 18 September 2020, the Office approved the Third proposal of the change of regional arrangement of the long-term transmission rights submitted by the transmission system operators of the Core capacity calculation region in compliance with Art. 31 par. 3 of the FCA Regulation. In compliance with the mentioned decisions, the long-term capacities are allocated on the SK cross-border profiles which form a part of the Core capacity calculation region.

4.5.3 Allocation of Capacities in the Form of Implicit Auction – Day-Ahead Timeframe

1. The conditions of trading within the day-ahead market on the basis of the market coupling, including the rules of day-ahead capacity allocation, are specified in the Operational Rules of OKTE, a.s.
2. If the Market Coupling is introduced on the TSO cross-border profiles on a daily basis, the capacities on the TSO concerned profiles are not allocated within explicit day-ahead auctions. The capacities are allocated to the short-term electricity market organizers responsible for implicit capacity allocation. If an implicit auction is used, TSO may act as a transmitter of electricity among individual bidding zones (Shipping Agent) on the relevant profile.
3. If the Market Coupling procedure fails, a shadow explicit day-ahead auction, the rules of which are published on the Website, may be performed as a backup solution based on the agreement with the relevant operator of a neighbouring TS.

4.5.4 Allocation of Capacities in the Form of Implicit Auction Based on Market Coupling – Intraday Timeframe

1. The conditions of trading within the intraday market in the form of implicit auctions based on the market coupling are specified in the Operational Rules of OKTE, a.s..
2. Where capacities are allocated on the cross-border TSO profiles in the form of intraday implicit auctions, the capacities shall be made available to the short-term market operators who are responsible for the implicit allocation of capacities. If an implicit auction is used, TSO may act as a transmitter of electricity among individual bidding zones (Shipping Agent) on the relevant profile.
3. Intraday implicit auctions are conducted within three independent sessions for a given trading day. At the time between individual sessions, it is possible to use continuous trading.

4.5.5 Intraday Allocation of Capacities - Implicit Continuous Trading

1. The trading conditions within the intraday market including the rules for intraday allocation of capacities are mentioned in the Operational Rules of OKTE, a.s.
2. If a continuous cross-border intraday trading on the defined territory within an organized short-term cross-border market in electricity, TSO may act as a transmitter of electricity among individual bidding zones (Shipping Agent) on the relevant profile.

4.5.6 Reserved Capacity Transfer

1. The Applicant may transfer the capacity reserved in an annual and/or monthly explicit auction (i.e. allocated in an auction and settled in line with the auction conditions) to another Participant. The rules for transfer of capacity rights are described in the relevant auction rules and published on the website of the relevant auction office.

4.5.7 Use of Reserved Capacity

1. The conditions and the method of arranging electricity transmission using interconnectors by handing over the requirements for transmission (cross-border nominations) is described in the Contract. The confirmed cross-border nominations are provided by TSO to the imbalance biller for the settlement purposes.
2. If cross-border nomination is not confirmed according to Annex No. 3 or 4 or 5 or 6 of the Contract due to the fact that because of non-availability/non-functionality or a technical error of the TS operator business system it will be impossible to confirm/match the cross-border nomination, such situation does not give any entitlement to compensation for damage for the User from TSO.
3. Proposal of the rules of nominations for physical transmission rights for the bidding zone border(s) among Austria, Croatia, the Czech Republic, Germany, Hungary, Poland, Slovakia and Slovenia in compliance with Art. 36 of the FCA Regulation was approved by the Office by its Decisions No. 0012/2018/E-EU and No. 0004/2022/E-EU published on the Website.

4.6 Conditions and Circumstances under which Electricity Transmission Restriction Can Occur

1. The required electricity transmission using interconnectors may be refused by TSO:
   a) in cases specified in the Energy Act;
   b) in case the operator of the neighbouring TS on the entry and/or exit refuses to confirm electricity transmission in the extent agreed pursuant to the Contract;
   c) in cases of provable lack of capacity of the transmission facilities or in case of threatening the reliable operation of the transmission system;
   d) if the User contract on imbalance settlement is terminated or registration of the User as the accounting entity is suspended based on the contract on imbalance settlement;
   e) if the amount of a disposable financial security which the User, as an accounting entity, has paid based on the contract on imbalance settlement is not sufficient to cover the required electricity transmission;
   f) if the User fails to fulfil the conditions of the Contract;
   g) if the User failed to comply with the payment conditions pursuant to the Operational Rules and the Contract;
   h) if the User fails to have the capacity rights pursuant to Chapter 4.1 par. 3 subpar. c);
   i) if the User does not have a valid and effective Contract for the given period of time.
2. The agreed electricity transmission using interconnectors may be interrupted or restricted by TSO:
   a) in case of occurrence of the circumstances excluding responsibility (see Chapter 12.2);
   b) in cases specified in the Energy Act;
   c) in case the operator of the neighbouring TS on the entry and/or exit refuses to confirm electricity transmission in the extent agreed pursuant to the Contract;

d) in cases of provable lack of capacity of the transmission facility or in case of threatening the reliable operation of the transmission system;

e) if registration of the User, as the accounting entity, is suspended pursuant to the contract on imbalance settlement.

3. In the above-mentioned cases pursuant to paragraph 1 and 2, TSO is not responsible for damages, material damage or costs incurred by such transmission refusal or interruption.

4. TSO undertakes to immediately inform the persons assigned with communication on behalf of the User on the electricity transmission interruption pursuant to paragraph 2 in the manner stipulated in the Contract.

5. Transmission will be restored after elimination of the causes of interruption.

4.7 Method of Determining and Conditions of Provision of Compensation at Restriction of the Agreed Electricity Transmission

1. TSO plans operation of the system in individual stages of the ES of SR operation preparation so as to ensure reliable and safe operation of the system while fulfilling the obligations and the rules of international connection. It provides for reservation of capacity on cross-border profiles and the relevant electricity transmission only up to the amount allowing reliable operation of the system. The maintained capacity reserves serve for ensuring uninterrupted transmission also in case of outage of some element in the system. In case of extensive failures of the transmission system facilities or generating facilities, which will consume the available reserves and threaten safe operation of the system, TSO is forced to take measures to prevent failure spreading and to minimize consequences of failures. Basic measures include congestion management measures applied by TSO in accordance with the Market Rules. All measures are taken with the aim to minimize the impact on the Participants. However, in cases of very extensive failures or a lack of reserve transmission or generation capacities, TSO may take measures which will lead to restriction or interruption of already agreed transmissions using interconnectors in order to prevent vaster damage or for safety reasons. Interruption or restriction is executed by TSO in a non-discriminatory manner against all concerned Participants. The procedure is described in the Technical Conditions.

2. Restriction of the agreed electricity transmission and determining the compensation for such restriction is governed by the relevant provisions of the Energy Act, relevant provisions of the relevant auction rules, relevant provisions of the CACM Regulation and relevant provisions of the FCA Regulation.

4.8 Procedure to be Followed by an Applicant at the Contract Conclusion

1. A Contract is concluded by and between TSO, of the one part, and an accounting entity (hereinafter referred to as “Applicant”), of the other part, based on a filled-in draft Contract published on the Website. The draft Contract published on the Website contains all obligatory data and a list of annexes required for the Contract conclusion.

2. In case of a new Applicant or a change in data of the existing Applicant, the Applicant will file a motion for conclusion of the Contract at least 10 working days prior to electricity transmission, otherwise the transmission system operator may refuse electricity transmission.
3. In case of a change in the trading conditions resulting from the changed legislation, the Office Decision or the Operational Rules, a motion for conclusion of the Contract or an amendment to the Contract with the affected accounting entities is filed by the TS Operator.
4. After takeover of the draft Contract, TSO will verify the data completeness and correctness. If the draft Contract is complete, TSO will confirm the draft Contract and will send the confirmed draft Contract to the Applicant not later than 5 working days from the receipt date of the draft Contract. In case of incomplete or incorrect data, TSO will return the draft Contract back to the Applicant and will invite the Applicant to eliminate the shortcomings. The period from sending the invitation for completing the data to the delivery of a new draft Contract will not be included in the period specified in paragraph 2.
5. A statutory body or an authorized representative/s of the Applicant will sign the confirmed draft Contract immediately and deliver the signed Contract to TSO in two counterparts. The authorized representative/s will present an authenticated power of attorney authorizing him/them to sign this Contract. The statutory body of TSO will immediately sign the delivered Contract and will send one counterpart back to the Applicant.
6. The Contract comes into force on the date of its signing by both contracting parties.
7. The Contract comes into force when the User is an accounting entity and has a valid License for Conducting Business in the Energy Sector, scope of business: supply of electricity

4.9 CONTRACT TERMINATION

1. The Contract may be terminated by an agreement of both Contracting Parties, by notice from the Contract by the accounting entity or by withdrawal from the Contract by TSO.
2. The accounting entity may terminate this Contract at any time even without giving any reason. The notice period is 1 month and it starts to run by the first day in a month following the month in which the notice was delivered to TSO.
3. TSO is entitled to withdraw from the Contract in case of substantial breach of the Contract by the accounting entity which shall include the following:
   a) Despite the repeated written notice the accounting entity fails to meet the obligations according to the Contract or according to the valid legislation,
   b) The accounting entity fails to meet the general trading conditions according to the TSO Rules for any of the types of cross-border transmission, i.e. import and export,
   c) The accounting entity refuses to conclude the amendment to this Contract resulting from the change of the Energy Act, Decrees of the Slovak Republic, TS Operator Rules, RONI Decisions and other generally binding legal regulations, EU legislation, and international obligations and standards which result from the membership in ENTSO-E.
4. Withdrawal from the Contract shall be effective by the date of its delivery to the User.
5. The notice as well as withdrawal from this Contract must be performed in writing and it must be sent via a registered letter to the other Contracting Party to the address of its registered office.

6. In case the notice or withdrawal from the Contract submitted by one of the Contracting Parties could not be delivered to the other Contracting Party, the 3rd working day following the original sending via a registered letter to the addressee to the address of its registered office shall be deemed to be the delivery date.
7. The Contract shall expire on the date of termination of the contract on imbalance settlement.
8. Both Contracting Parties undertake to settle their eventual mutual liabilities not later than 30 days after the valid termination of this Contract.

4.10 PRICING METHOD

1. The price for transmission using interconnectors is determined by TSO in accordance with the international obligations.
2. The price for electricity transmission using interconnectors to/from the states which are the members of the TSO compensation mechanism is zero in accordance with the Internal Market Regulation.
3. The price for transmission is invoiced to the User in accordance with paragraph 1 of this Chapter based on the data about amounts of the transmitted electricity which the User has arranged and TSO supplied in accordance with the conditions of the Contract.
4. The price for the transmission to/from the states which are not the members of the compensation mechanism is determined by TSO in accordance with the relevant international agreements and it is published on the Website.
5. The published price is valid throughout the validity period of the relevant international agreement. If a different international agreement or a generally binding legal standard specifying a different price starts to be valid, TSO will apply this changed price from the period determined in such agreement or in a legal standard. Both contracting parties are obliged to reflect such change immediately and in full extent in the contract in the form of a numbered amendment which both contracting parties undertake to accept and it will be in effect from the effective date of the new agreement or the generally binding legal standard.
6. Both contracting parties perform the financial settlement of potentially incurred price differences not later than one month (from the effective date of the changes), unless otherwise mutually agreed.
7. The price for reservation of capacity obtained in an auction is specified in the auction mechanism according to the rules of the relevant auction published by the auction office.
8. The price for capacity transfer pursuant to Chapter 4.5.6 is contractually agreed between the transferee and the transferor and it is not registered.

4.11 INVOICING CONDITIONS AND PAYMENT CONDITIONS

1. The price for electricity transmission using interconnectors is determined by TSO in accordance with the international obligations, especially with the Internal Market Regulation.

2. The price for electricity transmission using interconnectors to/from the transmission systems of the TS operators that are members of the TS operator compensation mechanism is zero, in accordance with the Internal Electricity Market Regulation and the ITC Agreement on Billing and Reconciliation on a Multi-Year Basis pursuant to the Commission Regulation (EU) No. 838/2010.
3. The User will pay the auction price for reservation of capacity to the auction office in accordance with the rules of the relevant auction.
4. The payment conditions in case of settlement of the auction price for reservation of capacity of the cross-border profile form a part of the relevant auction rights.

4.12 DEALING WITH CONGESTION CASES IN THE TRANSMISSION SYSTEM

1. The aim of the process of capacity allocation is to ensure control over the total amount of cross-border transmissions and to ensure the total amount of the agreed transmissions does not exceed the available capacity of the lines. Close cooperation of TS operators within the coordinated auctions then allows the Participants to provide the maximum possible profile capacity while complying with the reliability and safety criteria of the system operation.
2. During operation, even if the N-1 safety criterion is respected, the step changes may occur in the transmission system of the Slovak Republic or in a foreign transmission system within already approved daily programmes which may lead to sudden or fast congestions of interconnectors or other facilities of the system. In such case the affected TS operators must take such coordinated actions which will decrease congestion to the safe level. In general, the following mechanisms may be used within the international cooperation:
   a) activation of purchased ancillary services;
   b) use of contractually agreed emergency reserves;
   c) system topology change;
   d) redispatching;
   e) counter-trade.

4.12.1 Use of Redispatching for Congestion Management

1. In specific cases, a change in the deployment of electricity generating or consumption facilities may be performed within a single TSO control area. In this case, the SR balance remains unchanged.
2. In congestion management, the change of deployment of electricity generating or consumption facilities in the neighbouring systems shall be implemented by a coordinated change of the balance of the control areas. On the basis of network calculations coordinated by the relevant dispatching offices, localities and particular electricity generating and consumption facilities are identified where the change of deployment and scope of this change need to be made to reach the required reduction of the system assets.
3. The change of power in particular locations is approved and then performed by the relevant TS operators in their control areas along with a change in the balance of control areas.

4. The power change implemented as a part of the redispatching activation is priced by the bid prices submitted by the redispatching providers within preparation for operation in the TSO trading system and accepted by TSO in accordance with the rules of the security analysis coordination process and the redispatching cost sharing rules within the capacity calculation region.
5. During the requested change of power, the redispatching provider is paid for the agreed ancillary service available which is at the time of announcement available based on the contractual framework between TSO and the provider.

4.12.2 Use of Counter-Trade for Congestion Management

1. Counter-trade is a cross-zonal exchange initiated by the system operators between two bidding zones in order to alleviate physical congestion of the system.
2. Use of counter-trade shall be carried out by the TS operators on the basis of a coordinated process of security analyses within the capacity calculation region.
3. Use of counter-trade consists in negotiating a change of balance between bidding zones, which is directed against congestion of the facility concerned.

4.13 Dealing with Cases of Non-Fulfilment of the Contractual Conditions Related to the Rules of Transmission Using Interconnectors

1. The procedure applied at failure to fulfil the contractual conditions is in particular cases specified in individual chapters of the Operational Rules.
2. In case of failure to meet the conditions, the authorized person of the affected contracting party always informs the other contracting party immediately on the non-performance and will invite it for remedy. TSO and the User will always act in a way so that all information on non-performance of the conditions and potential consequences is given to the other contracting party on time and, if possible, so that the non-performing contracting party has the possibility to perform remedy on time.
3. Both contracting parties will always act with regard to the provisions on general damage prevention as results from the relevant provisions of the Commercial Code.
4. In case of a dispute regarding the failure to fulfil the terms and conditions, TSO and the User act in accordance with the following provisions of this Chapter.
5. The User and TSO will do their best to settle potential disputes resulting from contracts on transmission provision in an amicable manner. However, if there is a dispute, both contracting parties will act in a way so as the situation is described in detail and there is a sufficient time period to obtain documents.
6. The disputable issues are discussed by the persons assigned with communication in the particular area of the dispute specified in the Contract and/or authorized representatives of the contracting parties. The complaining contracting party is obliged to invite the other contracting party in writing to resolve the dispute, while describing the dispute in detail and if the claim has

a monetary value, the amount expressing the value of the claim is provided or the requirement is defined and the evidence supporting its claim is submitted. Such invitation will be delivered to the person of the other contracting party who is assigned with communication in person or by a registered letter.

7. Authorized representatives of both contracting parties are obliged to negotiate on the agreed date and at the agreed place. Unless the agreement is reached on the date and place of the meeting, the negotiation will take place on the 7th working day after delivery of the invitation in the registered office of the contracting party against which the invitation is directed.
8. The subject of the invitation is discussed at the meeting of the authorized representatives of both contracting parties and the minutes must be taken from the meeting, including a proposed solution. If a full agreement has been reached regarding the proposed solution of a disputable issue, the minutes are signed by the representatives of both contracting parties and submitted for subsequent approval and commentary to the authorized representatives of both companies. If an agreement has been reached only about a part of the disputable issue, the part about which an agreement has been reached regarding the proposed solution and the part which remains to be disputable shall be precisely specified in the minutes.
9. The authorized representatives will comment on the proposed solution of the disputable issues not later than 20 working days after the minutes were taken and they will deliver their written commentaries on the proposal to the other contracting party.
10. If the issue is not settled within 4 months after delivery of the invitation, TSO or the User may:
    a) file a request for the dispute resolution to the Office pursuant to the valid regulations;
    b) bring an action before the competent court in the Slovak Republic - in case of the User - the Slovak legal entity with the registered office in the Slovak Republic;
    c) forward the dispute for decision in an arbitration to the Court of Arbitration of the Slovak Chamber of Commerce and Industry in Bratislava in accordance with the Slovak law and applying arbitration rules of such Court of Arbitration - in case of the User with the registered office outside the territory of the Slovak Republic, also in case when it runs business in the Slovak Republic, while it immediately informs the other contracting party thereof in writing.

    All disputes arising from this contract, including the disputes related to its validity, interpretation, or cancellation will be resolved before the Court of Arbitration of the Slovak Chamber of Commerce and Industry in Bratislava in accordance with its basic internal legal regulations and pursuant to the Slovak law. The parties will obey the decision of this Court. Its decision will be binding for the parties.
11. In case pursuant to subpar. a) and b) of par. 10 of this Chapter, the wording of the Contract in the Slovak language will be used.
12. Both contracting parties will not doubt the transactions performed based on the Contract or declare them invalid only based on the argument that agreement about transmission in TSO IS environment was accepted in the form of an electronic exchange of data, and they will consider their mutual data logs from the TSO databases as well as recorded phone calls between TSO and the User, processed in accordance with the Contract, to be trustworthy evidence of the facts they demonstrate, unless the contrary is proved.
13. If a dispute arises, the trading though TSO IS will be organized in a special mode in accordance with the following paragraph of this Chapter.

14. The special mode of the TSO IS operation applies to an entity against which the dispute is brought and it starts at the moment of exercising a claim pursuant to par. 6 of this Chapter and/or after one of the contracting parties has lodged a complaint to the state administration authority in the decision-making competence of which such issue may fall (Office, Ministry, Antimonopoly Office of the Slovak Republic, Slovak Trade Inspection, etc.), legal action or other filing or has forwarded the dispute for decision in arbitration. The contracting party which has lodged such complaint, brought a legal action or filing or has exercised a claim in accordance with this Chapter is obliged to immediately inform the other contracting party thereof in writing. From the next business day, all communication between both contracting parties through TSO IS will be held not only in an electronic form but also by e-mail, within the time rules applicable to such case in accordance with the Rules. By e-mail, the given entity shall send a completely identical copy of the data sent through TSO IS, while the data must be formally arranged in the same way as in the application itself (e.g. the given entity will print the relevant form from the application, the person assigned with communication will sign it and it will be sent in a legible form by e-mail). If there is any contradiction between the data sent by the User in an electronic form and the data sent by the User by e-mail, TSO will immediately inform the User thereof and the data are deemed not to be sent/delivered until all differences are clarified. In such case, the special mode will apply until resolution of the dispute between both contracting parties what will be proved by a document declaring full resolution and settlement of the dispute which, moreover, must be signed by the authorized representatives of both contracting parties.

4.14 DATA PUBLICATION

1. TSO publishes the basic data and information necessary for the auction participant on the Website or through a hypertext link to the website of the auction office that organizes allocation of capacity rights on the TSO cross-border profile/s. The data are published as follows:
   a) information on the expected available tradable capacities on individual cross-border profiles and directions
      i) the expected available traded capacities for the next year are published not later than the end of November;
      ii) the expected available traded capacities detailed for individual months are published within the deadlines specified in the auction calendar of the relevant auction office;
      iii) the expected available tradable capacities for individual days and hours are published not later than 12 p.m. of the previous day;
   b) summary data on the allocated capacities on individual cross-border profiles and their use
      i) the capacities allocated in an annual auction and in monthly auctions are published on the Website or on the website of the auction office on the dates in accordance with the rules of the relevant auctions;
      ii) the capacities allocated in a day-ahead auction are published in the day-ahead auction statistics on the website of the auction office without undue delay after termination of the day-ahead auction;
      iii) the summary data on the use of allocated capacities for individual profiles and for each trading hour are published on the Website on the following working day, in particular:

(a) a summary value of the agreed import in MWh;

(b) a summary value of the arranged export in MWh.

2. The price for the allocated capacity for each individual annual and monthly auction is published by the auction office on its website, together with the data on the total required and allocated capacity. The price for the capacity allocated in a daily auction for each trading hour is published by the auction office on its website, together with the data on the total required and allocated capacity.
3. TSO publishes locations in TS on the Website which are threatened by the lack of transmission capacity.
4. In accordance with the provisions of Article 10 of Commission Regulation (EU) No. 543/2013 on submission and publication of data in electricity markets, TSO provides the data on the scheduled unavailability and actual unavailability of the transmission capacities of cross-border lines within the extent required by the aforementioned document, to the Central Information Transparency Platform which is operated by ENTSO-E and it is available for all Participants on the website https://transparency.entsoe.eu/.
5. In compliance with the provisions of Article 12 of Commission Regulation (EU) No. 543/2013 on submission and publication of data in electricity market, TSO provides the data concerning the use of cross-border capacities within the scope required by the aforementioned document to the Central Information Transparency Platform which is operated by ENTSO-E and it is available for all Participants on the website https://transparency.entsoe.eu/ .

5. Rules for Purchase of Ancillary Services and Acquisition of Regulation Electricity

5.1 Conditions of Ancillary Service Provision

1. PpS are services purchased by TSO to ensure the transmission system operation including regulation services and non-frequency PpS and to ensure SyS provision needed to maintain the quality of electricity supply and to ensure the operational reliability of the ES of SR and fulfilment of the international standards valid for the interconnected systems while the result of their activation is RE supply.
2. Non-Frequency Ancillary Service is a service used by TSO to ensure regulation voltage regulation in the stabilized state, reactive power flows, system stability in the stabilized and failure state, ability of the “Black Start” or ability of an island operation while the technical requirements for acquired non-frequency PpS are mentioned in Document B of the Technical Conditions approved by the Office decision. Moreover, the Conditions for Procurement of Non-Frequency Ancillary Services shall be approved by the Office decision.
3. Regulation Service means provision of availability, regulation electricity supply or provision of both these services to TSO.
4. SyS is a TSO service needed to ensure operational reliability of the system on the defined territory, including the services provided by TSO to ensure safe operation of generating facilities of the electricity generator.
5. RE is the electricity acquired in real time by TSO to ensure the balance between the immediate consumption and electricity generation in the system on the defined territory.
6. Pursuant to the Energy Act, TSO is entitled to purchase PpS needed to ensure provision of SyS to maintain the quality of electricity supply and to ensure operational reliability of the system based on transparent, non-discriminatory and market procedures; to purchase PpS from PpS Providers on the defined territory in case of prevention of threat to the safety and stability of the system based on the Framework Contract on Provision of PpS and Regulation Electricity Supply or using the terminology of the EB GL Regulation based on the Framework Contract on Ancillary Service Provision and Regulation Electricity Supply (hereinafter referred to as the “Framework Contract”) or the Contract on Ancillary Service Service Provision (hereinafter referred to as the “Contract on Pps Provision”), in case of threat to the TS operation safety for the inevitable period of time also directly; direct purchase of PpS and the contractual conditions for direct purchase of PpS must be notified to the Ministry and the Office without undue delay by TSO.
7. TSO publishes the current version of the Framework Contract and of the Contract on PpS Provision on the Website.
8. Pursuant to the Energy Act, the electricity generator is obliged to install and certify continuously the facility for the PpS provision if the total installed electric power of the electricity generating facility exceeds 50 MW. Metering (including the prescribed metering set of the invoice metering consisting of the officially calibrated electric meters installed in the point of the PpS provision, coder, communication device and other set elements), signalling and ASDR terminal for the purposes of the ES of SR dispatch management is deemed to be a part of the facility for the PpS provision.

9. TSO purchases various types of PpS needed to ensure SyS from the PpS Providers who comply with the criteria set by the Technical Conditions and the Trading Conditions determined by the Operational Rules by selection from their offers according to the Operational Rules in order to achieve minimum costs of ensuring PpS and under the transparent and non-discriminatory conditions, in particular based on the Framework Contract. The technical requirements for the procured regulation services and non-frequency PpS form a part of Document B of the Technical Conditions approved by the Office decision.

10. TSO purchases PpS from their Providers. The purchase is organized in an open, transparent, non-discriminatory, and market manner with regard to all Providers pursuant to the provisions of the Operational Rules.

11. TSO monitors the following goals in the given order when purchasing PpS:

    a) assurance of quality and reliability of electricity supply on the TS level in compliance with the standards defined in the Technical Conditions, especially at setting the volume of requirements for PpS types;
    b) minimisation of costs of ensuring the required volume of PpS availability;
    c) minimisation of costs related to procurement of regulation electricity.

12. Rules of PpS purchase are governed by the following principles:

    a) Openness - openness towards each entity that proved and verified meeting of the requirements for the Provider in the defined manner;
    b) transparency – all rules and conditions of ensuring PpS are clear, comprehensible, and published on the Website;
    c) non-discriminatory approach – rules of tenders are equally binding for all entities and their bids as well as for TSO;
    d) verifiability of all procedures – there is a provable history of all important data;
    e) security of all transferred data and ensuring their confidentiality.

13. The Provider must not participate in the agreements with other Providers and/or entities that would lead to restriction of the market environment in the form of cartel agreements, other agreements on prices or other procedures leading to violation of provisions of the Commercial Code or the Act on Protection of Economic Competition. Violation of this obligation entitles TSO to an immediate withdrawal from the Framework Contract. If a potential abuse of the dominant position of any of the market entities is indicated, TSO hands over the relevant information and analyses to the Office or the Ministry.

14. The technical competence of the PpS Providers is proved by the certification metering the procedure of which is defined by the Technical Conditions.

15. The Provider must be technically capable of providing PpS on the facilities providing PpS which are specified in the Framework Contract and in the Contract on PpS Provision and it must prove this capability by the procedures set in the Technical Conditions in their valid wording as of the date of the Framework Contract (certification) and in the Contract on PpS Provision (certification) conclusion or by the procedure agreed with TSO. During PpS provision, the Provider must comply with the technical conditions and the criteria set in the Operational Rules, Technical Conditions and in the Framework Contract or in the Contract on PpS Provision.

16. If the Provider’s facility providing PpS fails to meet the set conditions due to technical failure, the Provider is obliged to immediately inform TSO on this fact and to agree upon further steps considering PpS provision.

17. The PpS Provider is obliged to supervise the facilities providing PpS and to report their failures to TSO if they have negative impact on activation, management, deactivation or monitoring of PpS.
18. Every Provider with the concluded Framework Contract or the Contract on PpS Provision is obliged to immediately report any changes in the operability of the certified facility and in the restricted ability to provide PpS compared to the certified data in a provable manner to TSO. This obligation must always be fulfilled, regardless the fact whether the facility providing PpS is actually providing or should provide PpS. The failure to meet this obligation is a serious violation of the contractual obligation.
19. By deadlines set by TSO, the Provider is obliged to hand over the data for preparation and planning of the TS operation and analysis of the ES of SR balance concerning availability of its facilities providing PpS and their planned operation in the upcoming period as well as potential changes in the technical parameters of the facility providing PpS, especially the parameters affecting the PpS provision. The Provider hands over the data to TSO in compliance with the TSO requirements. The deadlines are provided in Document D of the Technical Conditions.
20. The place of fulfilment for each facility providing PpS of the Provider is the agreed handover place with the installed meter stated in the certificate stored in the database of TSO certificates. The place of the data handover for evaluation of the PpS provision is the access to the database of the TSO dispatching management system.
21. The PpS Providers are obliged to have the immediate measurement of power in compliance with the conditions specified in the Technical Conditions.
22. The PpS Provider may create Units or Groups of facilities for the PpS provision (in older terminology: fictitious blocks, fictitious equipment, virtual blocks). The conditions and definitions are provided in the Technical Conditions.
23. The PpS Provider is obliged to ensure all technical requirements of TSO without the right to the compensation of the costs incurred.

5.1.1 Framework Contract on Provision of Ancillary Services and Supply of Regulation Electricity

1. Conclusion of the Framework Contract between TSO and the PpS Provider is one of the conditions for provision of PpS of the FCR, aFRR±, mFRR±, mFRR3+ and mFrr3-.
2. The Framework Contract stems from the provisions of the Operational Rules, it it specifies the conditions of purchase and provision of PpS based on a binding contract for PpS (hereinafter referred to as the “Contract”) performed by accepting the offer of the Provider pursuant to the results of individual tenders. Individual Contracts executed in compliance with the Framework Contract will define the period of provision, particular quantity and price of provided PpS. The price of the PpS provided must be in compliance with the Office Decision.
3. Moreover, the Framework Contract specifies the conditions of procuring RE that is procured by TSO to ensure balance of generation and consumption on the market in electricity on the defined territory with regard to electricity import and export.

4. The Provider that has not provided PpS so far or whose effect of its current Framework Contract has expired, must have the valid and effective Framework Contract not later than 5 working days prior to PpS provision.

5. The Framework Contract must be in writing. It shall contain:

    a) data on the contracting parties;
    b) conditions of ancillary service provision;
    c) method of price determination for the provided ancillary services;
    d) method of price determination for the regulation electricity supply;
    e) payment method including advance payments for ancillary services;
    f) payment and invoicing conditions for ancillary services and determination of contractual penalties;
    g) financial security for ancillary services
    h) method of ancillary service activation;
    i) procedures and conditions of ancillary service evaluation;
    j) procedures for regulation electricity evaluation and method of price calculation for the supplied regulation electricity;
    k) contract validity, conditions of withdrawal from the contract and conditions of termination of the ancillary service provision and supply of regulation electricity;
    l) instruction on the place, method and time periods for applying complaints and the place, method and time periods for applying available means to settle disputes;
    m) methods of communication;
    n) prevention of damages, damage compensation, circumstances excluding liability.

6. PpS are purchased mainly through a tender that is open to bids of all entities having a valid certification for the facility providing PpS and meeting the terms and conditions defined in the Framework Contract.

7. Tenders which are conducted electronically shall be governed by the rules for communication via the TSO IS, the rules for the given tender for the relevant period – Tenders and in accordance with the Framework Contract.

8. The Contract is binding for the contracting parties by the moment of sending acceptance of a bid by TSO electronically or by making it available in TSO IS. Unless otherwise stipulated in the relevant call for tenders for PpS or in the demand for PpS, TSO is entitled to accept only a part of the bid in the specified period or not to accept any of the submitted bids. The Provider confirms that the submitted bids for individual time sections of PpS within the relevant procured business interval according to the type of tender are independent and that the acceptance of only a part of the offered time sections of PpS does not mean a counter-offer of TSO, but the Contract is binding for both contracting parties.

9. The shortest business interval for acquisition of PpS availability is until 31.12.2024 trading hour. The shortest business interval for acquisition of PpS availability is from 01.01.2025 quarter. The contract for PpS availability is until 31.12.2024 in hourly resolution. As of 01.01.2025, the PpS Availability Contract is in a quarter-hourly resolution.

5.1.2 Contract on PpS Provision

1. Conclusion of the Contract on PpS Provision between TSO and the PpS Provider is one of the conditions for provision of non-frequency PpS of the SRN type and the Black Start type.
2. The Contract on PpS Provision defines the detailed terms and conditions between TSO and the Provider.
3. The Contract on PpS Provision must be in writing. It shall contain:
    a) identification data of the contracting parties;
    b) conditions of ancillary service provision;
    c) method of price determination for the provided ancillary services;
    d) payment method including advance payments for ancillary services;
    e) scope of ancillary services;
    f) payment and invoicing conditions for ancillary services and determination of contractual penalties;
    g) procedures and conditions of ancillary service evaluation;
    h) instruction on the place, method and time periods for applying complaints and the place, method and time periods for applying available means to settle disputes;
    i) methods of communication;
    j) contract validity, conditions of withdrawal from the contract and conditions of the contract termination;
    k) method of applying indemnity and damage for compensation in case of contract non-fulfilment.

5.2 Definition of Ancillary Services in Terms of the Subject of Services

5.2.1 Primary Regulation of Active Power (Frequency Containment Reserve, FCR)

1. Provision of primary regulation means reservation and use of the agreed value of the regulation power for primary regulation according to the Technical Conditions. Reservation of the primary regulation power means its constant functioning to provide primary regulation in the trading hour for which it was reserved. In the terminology by the Commission, it is a reserve of active power for maintaining frequency in case of imbalance in the balance between generation and consumption in the control area.
2. Detailed definitions and conditions for provision of a given PpS are set out in Document B of the Technical Conditions.

5.2.2 Reserve of Active Power for Frequency Restoration (Frequency Restoration Reserve, FRR)

1. In the terminology by the Commission, it is a reserve of active power for restoration of frequency in case of imbalance in the balance between generation and consumption in the control area. In principle these are reserves of active power serving for frequency restoration to its nominal level.

They are divided according to the activation/deactivation into automatic (aFRR) or manual (mFRR).

2. Detailed definitions and conditions for provision of a given PpS are set out in Document B of the Technical Conditions.

5.2.2.1 Secondary Regulation of Active Power and Frequency Positive (automatic Frequency Restoration Reserve positive, aFRR+) and Secondary Regulation of Active Power and Frequency Negative (automatic Frequency Restoration Reserve negative, aFRR-)

1. Provision of secondary regulation positive or negative means reservation and use of the agreed value of the regulation power for secondary regulation positive or negative according to the Technical Conditions. Reservation of the secondary regulation power positive or negative means its constant functioning to provide secondary regulation in the trading hour for which it was reserved. In the terminology by the Commission, it is a reserve of active power for automatic restoration of frequency in case of imbalance in the balance between generation and consumption in the control area.
2. The regulation zone of the secondary regulation consists of the power of positive secondary regulation or the power of negative secondary regulation. The speed of loading and speed of release in the regulation zone of secondary regulation for individual electro-energetic facilities providing PpS are determined by the Provider while respecting the requirements according to the Technical Conditions. The sum of regulation zones of secondary regulation of electro-energetic facilities providing PpS of the Provider connected to the secondary regulation creates the aggregate regulation zone of secondary regulation of the Provider.

5.2.2.2 Tertiary Regulation of Active Power 3-Minute Positive (mFRR3+) and 3-minute Negative (mFRR3-)

1. Provision of mFRR3 positive and negative means reservation of the agreed value of the electric power on the Provider's facilities providing PpS, maintenance of constant alert for their activation and operation on the power according to the needs of TSO expressed by RIS SED signals or orders of the dispatcher of the TSO dispatching, according to the conditions provided in the Technical Conditions.
2. In case the provision of mFRR3+ and mFRR3- is technically possible beyond the minimum time (defined in the Technical Conditions to 6 hours or 3 hours) and if the extraordinary situation in the ES of SR persists, the extension of the activation period is possible after agreement of the dispatcher of the TSO dispatching with the Provider while in such case the entity is obliged to have the operation preparation of RE for the given period submitted. If during the activation period beyond the minimum time, failures of the provided PpS on the part of the Provider occur, it is not deemed to be breach of the quality of supplied PpS. In such case the RE supply is evaluated according to the actually supplied RE and PpS availability is recognized only within the range of the provided mFRR3+ and mFRR3- values according to the submitted operation preparation.

5.2.2.3 Tertiary Regulation of Active Power Positive (manual Frequency Restoration Reserve positive, mFRR+), Tertiary Regulation of Active

Power Negative (manual Frequency Restoration Reserve negative, mFRR-)

1. Provision of tertiary regulation means reservation and use of the agreed value of the regulation zone of tertiary regulation within the relevant business interval for which it was reserved. In the terminology by the Commission, it is a reserve of active power for manual restoration of frequency in case of imbalance in the balance between generation and consumption in the control area. According to the activation method, it is divided into DA (direct activation) and SA (scheduled activation), the difference being only in the time of sending the activation/deactivation signal from the TSO RIS to the ASDR terminal of the PpS Provider (explained in more detail in Document B of the Technical Conditions).
2. The reservation of the agreed value of the regulation zone means its constant availability for the use in tertiary regulation. The use of tertiary regulation means the management of active power of the electro-energetic facility providing PpS in its regulation zone of tertiary regulation based on the order of the dispatcher of the TSO dispatching.
3. The regulation zone of tertiary regulation consists of the power of positive tertiary regulation or the power of negative tertiary regulation. This regulation zone is reduced by the regulation zone of primary regulation and the regulation zone of secondary regulation positive and/or negative, if these PpS on the electro-energetic facility providing PpS are provided simultaneously with tertiary regulation. The sum of regulation zones of tertiary regulation of electro-energetic facilities providing PpS of the Provider connected to the tertiary regulation creates the aggregate regulation zone of tertiary regulation of the Provider.
4. Provision of mFRR positive and negative means reservation of the agreed value of the electric power on the facilities providing PpS of the Provider, maintenance of constant alert for their activation and operation on the power according to the needs of TSO expressed by RIS SED signals or orders of the dispatcher of the TSO dispatching, according to the conditions provided in the Technical Conditions. The Provider guarantees the operation for a period set in the Technical Conditions or in the tender conditions. The delivery or offtake of electricity upon the instruction of the TSO dispatching will be evaluated as the RE delivery. In case of successful activation in accordance with point 5, the Provider will have RE evaluated at PpS provision up to the service deactivation. In such case, the RE offer price equals the entered price of RE in the business period in which the service was provided by the Provider.
5. In case of TSO operation in the mode of disconnection from the mFRR platform provided that the provision of mFRR3+ and mFRR3- is technically possible for the time of the agreed availability according to the submitted operation preparation and if the extraordinary operational situation in the ES of SR persists, the extension of the activation period is possible after agreement of the dispatcher of the TSO dispatching with the Provider while in such case the entity is obliged to have the operation preparation of RE for the given period submitted. If during the activation period beyond the original time, failures of the provided PpS on the part of the Provider occur, it is not deemed to be breach of the quality of supplied PpS. In such case the RE supply is evaluated according to the actually supplied RE and PpS availability is recognized only within the range of the provided mFRR+ and mFRR- values according to the submitted operation preparation.

5.2.3 Secondary Regulation of Voltage (SRN)

1. Provision of secondary regulation of voltage means reservation and use of the regulation range of reactive power of the generating facility for voltage regulation and reactive power through the automatic voltage regulator or through the compensation operation of the facility.
2. The reservation of the regulation range means its constant preparedness for the use within voltage regulation. The use of voltage regulation of the generating facility means management of the reactive power of the generating facility or a group of facilities in its regulation range by the voltage regulator in the given location of the transmission system and/or based on the orders of the TSO dispatching.

5.2.4 Black Start

Provision of the black start means constant preparedness for the use and in case of the state without voltage (black-out) the use of the strategic facility capable to start operation without support of the external source (voltage of the system) for nominal revolutions, to achieve nominal voltage, to connect to the network and capable of operation in an island regime.

5.2.5 Emergency Assistance Within Synchronously Working Systems

Emergency assistance means the assistance from or to the neighbouring synchronously working system to ensure SyS of primary, secondary, and tertiary regulation based on the contract concluded between TSO and the operator of the neighbouring TS. In case of assistance from a neighbouring synchronously operating system, this service is not certified because the delivered output is guaranteed by the operator of the relevant neighbouring TS.

The provision of emergency assistance by the transmission system operator to a foreign transmission system operator after connection to the MARI platform or the PICASSO platform will not be made from standard products.

5.2.6 Details of PpS Characteristics

1. Details of individual PpS are stated in Document B of the Technical Conditions.
2. The definition of the relevant service stated in the documentation of the relevant tender is binding at procurement of individual PpS.
3. For the purposes of ensuring sufficient regulation reserve within the process of the PpS purchase, TSO can adjust technical characteristics and categories of PpS to minimize risks at the ES of SR management and to minimize costs to ensure reliable operation of the ES of SR. All potential changes must be published so that this information is available to all concerned entities.

5.3 Definition of the Range of Entities Authorized to Offer PpS

1. The PpS Provider is every Participant with the concluded valid Framework Contract or the Contract on PpS Provision with TSO using the facilities for provision of PpS with a valid certificate according to the Technical Conditions. The Operator of every facility used to provide PpS must have the valid Contract on Connection to TS or DS (RDS/LDS).

2. The condition for the provision of services from the facilities is submission of the valid certificate according to the technical requirements for procured regulation services and non-frequency ancillary services approved by the Office Decision which form a part of Document B of the Technical Conditions for the provided PpS type while the possible commencement of the service provision will be set by TSO not later than 10 working days from the submission of the certificate.

5.4 PROCESS OF THE APPLICANT FOR THE PPS PROVISION

1. The process of the applicant for the PpS provision is in compliance with the valid "FCR/FRR Prequalification Process" elaborated pursuant to the SO GL Regulation. The process lays down individual steps, conditions, and formal requirements carrying out and fulfilment of which qualifies the interested party to become the PpS Provider. Its current valid wording is published on the Website: https://www.sepsas.sk/RozhodnutiaURSO.
2. TSO publishes the procurement conditions of the PpS of the "Secondary regulation of voltage" and "Black Start" types on the Website based on the conditions for non-frequency PpS procurement approved by the Office or purchases directly based on the Office decision on the exception and procures non-frequency ancillary services otherwise than on the basis of transparent, non-discriminatory and market procedures.
3. The interested parties in provision of PpS of the FCR/FRR type according to the definitions in Chapter 5.2 of these Operational Rules and detailed specification in the Technical Conditions carry out the prequalification process of TSO within the scope of points 4 to 12 if it is:
   a) an intention of the electricity generating facility operator to provide PpS of the FCR/FRR type on a new Unit or a Group of facilities providing PpS; for the existing PpS providers in accordance with subpar. b) to e) of this paragraph whichever is earlier;
   b) periodicity, repeatedly every 5 years;
   c) a change of technical requirements for the Unit or Group of facilities providing PpS of the FCR/FRR type or for the FCR/FRR service itself according to the conditions provided in Document B of the Technical Conditions not later than 12 months from their publication by TSO;
   d) a change of requirements for the PpS availability, not later than 12 months from publication of the change of requirements by TSO;
   e) a technical change on the Unit or Group of facilities providing PpS of the FCR/FRR type affecting the quality of provision of the FCR/FRR type.
4. The interested party in PpS provision (hereinafter referred to as "Applicant") who has not been providing PpS so far or whose certificate for PpS of the FCR/FRR type has expired will proceed as follows:
   a) The Applicant will submit to TSO a formal application for the prequalification of PpS provision of the FCR/FRR type (hereinafter referred to as "Application") including the required information on potential Units or Groups of facilities providing PpS of the FCR/FRR type;
   b) Based on the delivered Application, TSO may set the date of the meeting, not later than 30 days from the Application receipt;

c) In the meeting, the Applicant will submit the required data on potential Units or Groups of facilities providing PpS of the FCR/FRR. Subsequently, TSO will inform the Applicant on the basic requirements for the PpS Provider. According to the conclusions of the minutes from the meeting, TSO will specify the binding time schedule of steps to verify the communication paths, connection to RIS SED/RIS ZD according to the Technical Conditions, functional tests of the FCR/FRR management and preparation of certification for the potential Units or Groups of facilities of the Applicant providing PpS of the FCR/FRR type. For the existing Units or Groups of facilities providing PpS of the FCR/FRR type in the required quality with already valid certificate for provision of PpS of the FCR/FRR type, no verification and functional tests will be performed.

d) Within 8 weeks from the Application receipt, TSO will confirm whether the Application is complete. If TSO considers the Application to be incomplete, the Applicant must submit additional required information within 4 weeks from the receipt of the request for additional information. If the Applicant fails to deliver the requested information to TSO within the given deadline, the Application is deemed to be withdrawn.

e) In accordance with par. 4 subpar. c) of this procedure, in case of successful tests concerning verification of the communication paths and functional tests of the FCR/FRR management, the TSO dispatching will issue the protocols on their successful realisation;

f) Within 60 calendar days from the confirmation from TSO that the Application is complete, the Applicant will submit to TSO the following documents:

   i. protocols of successful realisation of communication connection and functional tests of management;

   ii. a certificate of the potential Units or Groups of facilities providing FCR/FRR for the offered PpS issued by the Certifier in compliance with the wording of the Technical Conditions;

   iii. if it is a Unit or Group of facilities providing FCR/FRR connected to the RDS/LDS system, then also a consent of the RDS/LDS system operator with provision of PpS (see points 10 and 11 of this chapter) for the definite period of time (a calendar year, several years), however, maximum for the validity period of this Process.

5. Within 90 calendar days from the confirmation by TSO that the Application is complete, TSO must evaluate the submitted information and decide whether potential Units of facilities providing FCR/FRR or Groups of facilities providing FCR/FRR comply with the criteria for the FCR/FRR prequalification. TSO will inform the Applicant on its decision via letter. In case of a positive decision and based on the submitted documents to TSO, the Applicant is entitled to conclude the Framework Contract with TSO.

6. The PpS Provider or the Applicant planning to provide PpS through the Group of facilities for FCR/FRR provision shall be obliged to discuss with TSO the possibility and method of its creation and operation prior to its creation.

7. A detailed procedure and technical details of certification of each Unit or the Group of facilities for FCR/FRR provision will be determined by TSO in a separate meeting. The certification is performed with the participation of the representatives of TSO, operator of the Unit or Group of facilities providing FCR/FRR, owner of individual facilities and a representative of the Certifier.

8. During validity of this procedure, the PpS Provider whose facilities are connected to RDS/LDS must inform TSO in writing in compliance with point 11 subpar. b) on the potential change of the maximum reserved capacity.
9. A formal application must contain the following data:
   a) a type of potential Units of facilities providing FCR/FRR (i.e. generating facility, demand facility, facilities for energy accumulation), detailed breakdown of facilities within the created Unit or Group of facilities providing FCR/FRR, description of technology, layout of connection scheme, 1-pole wiring diagram;
   b) for every facility which is a part of the Unit or Group of facilities providing FCR/FRR the technical parameters: quantity of the installed capacity (MW), possible range of the provided FCR/FRR, maximum extent of change of active power (MW/min), power range, possible restriction of capacity in MWh, P-Q diagram; if it is a facility of the BESS/LER type, TSO requests the data according to Document E (Sheet S1) of the Technical Conditions;
   c) in case of the Unit (consisting of several facilities in the form of aggregation) or the Group of facilities providing FCR/FRR, the detailed description of the regulation logics inside this configuration;
   d) details on the automated dispatch management system terminal;
   e) types and parameters of setting of all protections of potential Units or Groups providing FCR/FRR (low-voltage, overvoltage, frequency etc.) in relation to frequency and voltage;
   f) parameters of potential Units or Groups of facilities providing FCR/FRR or provision of all parameters required to create the ES of SR simulation model. The parameters include at least the documentation, block diagrams and the parameters in dependence on the used technology (e.g. in case of a generating facility these are the data on alternator and its drive, applied regulation of excitation, regulator of revolutions and power and definition of criteria for transfer among them), voltage regulation. If the installed capacity of potential units providing FCR/FRR exceeds 50 MVA (independently or in the form of aggregation), then also the used type and model of the Power System Stabilizer, models of protections, converters and asynchronous modules;
   g) consent of the RDS/LDS operator with PpS provision. If the PpS Provider or its facilities participating in the PpS provision are connected to LDS, a consent of the RDS operator is required in addition to the LDS operator consent
   h) for each facility that is part of the Unit or the Group of facilities providing FCR/FRR of the LER type, the technical parameters specified in Document E (Sheet S1) of the Technical Conditions.
   i) identification of the entity responsible for the deviation on individual facilities, if these facilities are part of the aggregated control block of the PpS Provider within the Unit or Group of facilities for the PpS provision created by the PpS Provider.
10. Moreover, the consent of the RDS/LDS operator with the PpS provision (for Units or Groups of facilities connected to RDS/LDS) must include the following:
   a) confirmation of the RDS/LDS operator for a period of at least 12 months, or until the end of the calendar year in which the consent is given, that for the TSO needs all metered or available data from the Applicant required by the RDS/LDS operator will be provided (online metering, setting of protections etc.);

b) statement of the RDS/LDS operator containing the information on the voltage level, connection point and maximum reserved capacity of offtake and supply in the connection point;

c) guarantee for FCR/FRR provision in full extent in case of basic connection of RDS/LDS according to the Technical Conditions;

d) in case of refusal of approval for the PpS provision on the facilities of the FCR/FRR Provider connected to the RDS/LDS outside the basic connection, also precise description of the technical reasons which are adverse for its system in accordance with Art. 182 of the SO GL Regulation.

11. Furthermore, the consent of the RDS/LDS operator with the PpS provision (for Units or Groups of facilities connected to RDS/LDS) may include the conditions and information:

a) on reduction of the range of the provided PpS in a different connection of the RDS/LDS system than the basic connection of the system;

b) on restriction of the PpS provision in case of planned unavailability in the distribution system for the period of consent from RDS/LDS with the FCR/FRR provision (in accordance with par. 4 subpar. f) point iii)). In case of urgent maintenance of the RDS/LDS facilities which at the time of the Process approval for the FCR/FRR Provider by TSO could not be foreseen, RDS/LDS immediately informs TSO and the FCR/FRR Provider on this fact, at least, however, 48 hours in advance;

c) on restriction of the PpS provision in case of any failure in RDS/LDS in terms of the most unsuitable state regarding the N-1 criterion;

d) on setting the temporary limits for supply of active power reserves outside the basic connection prior to their activation in accordance with Art. 182 of the SO GL with the detailed description of the reason.

12. Any impacts on fulfilment of quality or provision of the PpS volumes provided in point 12 subpar. b) to d) due to operational states in RDS/LDS do not exclude the entitlement of TSO to claiming the contractual penalty against the PpS Provider according to PP.

5.5 METHOD OF PURCHASE OF INDIVIDUAL TYPES OF PPS

1. TSO purchases PpS in compliance with the Internal Market Regulation for the period of one day, maximum one day prior to commencement of the interval of the required provision of availability but for the case when the Office approves conclusion of contracts (at most 1 month prior to availability provision) or a longer contractual period (maximum for the period of 12 months) to ensure safety of supply or improvement of economic efficiency. The purchase is aimed at ensuring the inevitable amount of PpS corresponding to the expected operation of the ES of SR.
2. TSO purchases, in particular, the following types of PpS with the corresponding parameters:
    a) PpS of the system character
        i) primary regulation of active power (FCR);
        ii) secondary regulation of active power (aFRR);

iii) 3-minute tertiary regulation of active power (mFRR3);

iv) tertiary regulation of active power (mFRR);

b) non-frequency PpS;

i) secondary regulation of voltage (SRN);

ii) Black Start (BS);

c) emergency aid from synchronously working systems.

3. PpS in a group in accordance with point 2, subpar. a) are purchased through tenders in the following time horizons:

a) **daily purchase** - PpS are required for individual relevant business intervals of the following day where the price for the service is the price generated by the bid prices and the offer-demand ratio on this market, as well as with respect to the maximum price set by the Office;

b) multi-day purchase (if approved by the Office) - PpS are required for the period of one day to maximum twelve months. According to the length of the period and the related demand, a multi-day purchase is divided into:

i) short-term purchase (if approved by the Office) - PpS are required for more than one calendar day and at most one calendar month while the subject of the demand is an hourly supply. The specific structure of the required time zones is specified in the documentation of the relevant tender. The bids are selected in each individual time period separately according to the criterial price set in Chapter 5.6.

ii) medium-term purchase (if approved by the Office) - PpS are required for the period of maximum one calendar year. The subject of demand is the zonal supply of the required service for individual energy weeks of the year (starting on Saturday at 0:00 and ending on Friday at 24:00). The specific structure of the required time zones is specified in the documentation of the relevant tender. The offers are selected in each energy week and the time period of the week according to the criterial price set in Chapter 5.6.

4. PpS in the group in accordance with par. 2 subpar. a) are purchased through tenders, where the price for the service is the price which corresponds to the bid price in case of the accepted price quotation within these tenders while respecting the maximum price set by the Office.

5. The volume of PpS requested through tenders is determined by TSO in relation to the total volume of needs so as to ensure coverage of the needs while achieving the lowest possible cost.

6. Non-frequency PpS in the group in accordance with par. 2 subpar. b) may be purchased under the long-term contracts with the Providers selected on the basis of local needs for PpS in compliance with the conditions approved by the Office or in case of granting an exception by the Office, they may be purchased otherwise than based on transparent, non-discriminatory and market procedures.

5.5.1 Tender

5.5.1.1 Invitation to Tender

1. TSO announces tender via TSO IS.
2. The rules for individual tenders and announcement of tender include especially the following:
    i) identification of the required PpS;
    ii) period for which the service is required;
    iii) definition of specific time periods for which the service is required;
    iv) minimum quantity of the bid for the required service (MW of the reserved zone);
    v) price conditions (set price limits, structure of the offered price);
    vi) method and precise format of the bid submission;
    vii) closing date and time for the receipt of bids;
    viii) minimum period of the bid bindingness;
    ix) date and method of notification of the selection result;
    x) method of the tender evaluation and weighting criteria of the criterial function of the selection;
    xi) procedure for PpS ordering;
    xii) maximum number of bids.
3. TSO will publish the rules on the Website.
4. The collection date for the bid submission is determined in regard to the TSO need to provide for the given services by the required deadline and it is specified in the rules or in the information on the tender announcement.

5.5.2 Daily Purchase of PpS

1. The daily tender is organized for each relevant business interval of the following trading day.
2. TSO will accept the bids it will evaluate and announce the results by the set deadline.
3. The daily tender is carried out using TSO IS.
4. The daily tender is carried out according to the rules published by TSO on the Website.
5. TSO is entitled to cancel the tender for all types of PpS or particular PpS at any time prior to announcing the results of the daily tender. In case of cancellation of the daily tender, all Providers will be informed on this fact.

5.5.3 Multi-day purchase of PpS (if approved by the Office)

A multi-day purchase of PpS is divided into a short-term purchase of PpS and medium-term purchase of PpS according to the length of the period of the PpS procurement.

5.5.3.1 Short-term purchase of PpS (if approved by the Office)

1. A short-term tender is organized for each trading hour of the selected period, however, at least for two trading days and maximum for one calendar month.

2. TSO will accept the bids it will evaluate and announce the results by the set deadline.
3. The short-term tender is carried out electronically through TSO IS and, in case it is not available, by e-mail.
4. The short-term tender is carried out according to the rules published by TSO on the Website.
5. TSO is entitled to cancel the tender for all types of PpS or particular PpS at any time prior to announcing the results of the short-term tender. In case of cancellation of the short-term tender, all Providers will be informed on this fact.

5.5.3.2 Medium-term purchase of PpS (if approved by the Office)

1. A medium-term tender is organized into individual energy weeks. The minimum time zones within the energy week are the working days and non-working days of the week.
2. TSO will accept the bids it will evaluate and announce the results by the set deadline.
3. The medium-term tender is carried out electronically through TSO IS and, in case it is not available, by e-mail.
4. The medium-term tender is carried out according to the rules published by TSO on the Website.
5. TSO is entitled to cancel the tender for all types of PpS or particular PpS at any time prior to announcing the results of the medium-term tender. In case of cancellation of the medium-term tender, all Providers will be informed on this fact.

5.6 Method of Selection of Bids for Ancillary Services and the Criterion of Their Selection

5.6.1 Quotation Structure

Quotations for individual services are structured as follows.

5.6.1.1 Primary regulation of active power (FCR)

1. The bid price for FCR, i.e. the price for holding availability of power and its use. It is set in EUR/MW of the reserve and the hour of reserve holding.

5.6.1.2 Secondary regulation of active power (aFRR)

1. The bid price for aFRR+ or aFRR-, i.e. the price for holding availability of power and its use of RIS SED within the entire offered range disregarding the actual use. It is set in EUR/MW of the reserve and the hour of reserve holding.

5.6.1.3 3-minute tertiary regulation of active power (mFRR3)

1. The bid price for the service mFRR3+ or mFRR3-, i.e. the price for holding availability of power in EUR/MW of the reserve and the hour of reserve holding.

5.6.1.4 Tertiary regulation of active power (mFRR)

1. The bid price for the service mFRR+ or mFRR-, i.e. the price for holding availability of power in EUR/MW of the reserve and the hour of reserve holding.

5.6.2 Tender Evaluation

1. Evaluation of bids is carried out through TSO ID based on the bids sent via TSO IS in case of non-functionality of the information system by e-mail according to the published Rules.
2. The agreed price of PpS is the bid price of the accepted bid of the Provider which is in compliance with the Office Decision.

5.6.3 Criterion for Bid Selection

1. The criterion for bid selection is a criterial price.
2. The criterial price is set for each individual ancillary service and each time section defined in the tender documentation.
3. If necessary, TSO may set weighting coefficients for each tender separately and publish them as a part of the tender documentation.
4. TSO is entitled to extend the selection criteria, however, the decisive criterion for the bid selection is always a criterial price.
5. If there are two bids with the equal criterial price, the bid submission time is a decisive criterion for the bid order.

5.7 PROCEDURES FOR EVALUATION OF THE VOLUME OF PROVIDED PPS

1. Evaluation of the volume and quality of the provided PpS types is carried out according to the valid Document B of the Technical Conditions approved by the Office.
2. TSO performs interim daily evaluation of the volume of the provided PpS along with the check of quality of the provided PpS. The TS Operator will make available the daily evaluation of the volume of the provided PpS to the Provider in TSO IS by 1 p.m. of the following working day. On Monday and on the working days preceded by at least one non-working day the evaluation will be made available by 4 p.m. In case of technical problems on the part of TSO, the daily evaluation will be made available immediately after their elimination in TSO IS.
3. The basis for evaluation of the volume and quality of the provided PpS are actual values of powers that are sent by the Provider to TSO in real time in accordance with the valid Technical Conditions and the records in the dispatcher documentation. These data are checked against the last valid PP. If the Provider fails to deliver the TSO values to RIS of the main dispatching centre of TSO or to RIS of the backup dispatching centre of TSO in real time, it is impossible to carry out evaluation of the PpS volume and quality due to which the available power of the provided PpS for the time for which the values were not duly delivered by the Provider in compliance with this point will be evaluated as zero thus not affecting the right of TSO to apply

contractual penalties stipulated in the Contract. The evaluation for each relevant business interval includes the acknowledged available power of PpS, time of provision and fulfilment of the quality criteria for individual PpS and facilities, Units or Groups of facilities providing PpS.

4. The Provider offers PpS on its facilities, Units or Groups of facilities in real time, in the amount according to the last valid PP. If higher values of PpS are offered in real time against the last valid PP, only the volume of PpS up to the amount of the last valid PP is accepted in the evaluation of availability and at the same time the payment has been made maximum up to the Contract amount.
5. In case of disagreement of the Provider with the daily evaluation, the Provider may claim these data in accordance with Chapter 5.9.
6. If during the complaint procedure the dispute is not resolved and eliminated, the Provider will issue an invoice for the provided PpS to the TS Operator only to the extent of the mutually approved evaluation of PpS availability. In such case, the mutually approved evaluation does not include the evaluation of the relevant business intervals which are the subject of the dispute.
7. TSO is not responsible for the damage or expenditures incurred by the Provider in relation to electronic data transmission between TSO and the Provider in regard to the requirement for data transmission in real time. TSO and the Provider are obliged to immediately inform each other if there is a failure in the data transmission of which they are aware and which could result in the failure of meeting the obligations of TSO related to the making the evaluation of PpS available in TSO IS.
8. TSO will make available for the Provider a monthly evaluation of availability of PpS provided by the Provider by individual relevant business intervals in TSO IS , taking into account complaints, not later than on the 11th working day after the end of the calendar month by 1:00 p.m. The monthly evaluation includes commercial and technical evaluation of provision of all PpS in aggregate for all facilities that provided PpS in the division by individual types of PpS supplied to TSO by the Provider based on all Contracts.
9. In case of disagreement of the Provider with the monthly evaluation, the Provider has the right to carry out together with TSO a check of the baseline documents for evaluation
10. TSO reserves the right to correct a published daily evaluation of the volume of provided PpS at the latest until the disclosure of the monthly evaluation. In case TSO subsequently discovers the facts which have a major impact on the evaluation of the PpS volume, it will immediately notify the Provider of the performed correction of the evaluation by e-mail. The Provider may in this case lodge a complaint for the corrected evaluation by e-mail within two working days of the delivery of the corrected evaluation
11. In case of a communication failure between the ASDR terminals used for the purposes of the dispatch management of the Provider and the TS Operator, a telephone activation/deactivation of PpS of the mFRR+, mFRR-, mFRR3+ and mFRR3- type is possible in the amount of the last valid PP RE in accordance with the applicable operating instruction. Telephone activation / deactivation is possible only in case of mutual consent between the dispatchers of the TS Operator dispatching and the Provider dispatching. This consent is valid for a maximum of 24 hours from the time recorded in the dispatcher log book of the TS Operator. In case of approval the Provider is obliged to send a confirmation e-mail by return, using the template in the annex to the Framework Contract. This e-mail must be sent not later than two hours after conclusion of the consent to the addresses listed in the annex to the Framework Contract. In case of failure to deliver the confirmation e-mail from the Provider, the consent is not valid. After the expiry of the

consent, in case of persistent failure of communication and interest of the dispatchers of the Provider and the TS Operator, it is possible to repeat the aforementioned procedure. During the period of validity of the telephone activation/deactivation, the available power of the provided PpS will not be evaluated, and at the same time, the TS Operator will not claim a contractual penalty.

12. TSO verifies the availability and quality of the provided PpS in compliance with the Technical Conditions. If TSO finds out that in real operation the value of the power of activated PpS repeatedly fails to reach the value of the availability offer or in case of free-bid the value of the RE offer sent to RIS, it informs the Provider on this fact by e-mail and via telephone. Subsequently, the TS Operator and the Provider will arrange a joint meeting within three working days. At the meeting the Provider informs the TS Operator on the cause and the preliminary date of its elimination. A written minutes of the meeting will be taken. This point applies to the activation of PpS based on the Contract and also to the activation of free-bids for RE.

5.8 Contractual Penalty for Non-Fulfilment of the Contractually Agreed PpS Availability

1. A long-term failure to comply with the quality of the provided PpS means a situation where during the previous 10 days, PpS provided on the given facility did not meet the quality criteria of 20 % of the hourly time fund, i.e. during at least 48 hours the PpS provision was not acknowledged in full extent compared to the submitted PP. In cases of long-term failure to comply with the quality of PpS, the TS Operator informs the Provider on this fact by e-mail and telephone. Subsequently, the TS Operator and the Provider will arrange a joint meeting within three working days. At the meeting, the Provider informs the TS Operator on the causes of PpS non-provision and on the preliminary date of the cause elimination due to which PpS was not provided and the written minutes of the meeting will be taken. If the reason for PpS non-provision is the failure of the facility, from the day following the negotiation until the remedy application, the TS Operator is entitled not to allow the Provider to submit PP and to provide PpS on the given facility. The failure to enable the PpS provision and submission of PP does not affect other facilities of the Provider on which the Provider provides PpS which were not subject to the negotiation and meet the long-term quality compliance. The Provider informs the TS Operator on the elimination of the failure causing the non-compliance of quality of the given PpS and on demonstration of the possibility of its smooth provision by e-mail and via telephone and will confirm the ability to start the PpS provision. Based on this information the Provider allows the TS Operator the submit PP and to provide PpS on the given facility. In case the Provider informs the TS Operator of the failure elimination by 1 p.m., the TS Operator will enable the Provider to submit PpS in PP on the following day or on the closest possible day. If the removal of the reason of the long-term non-compliance with quality exceed 60 working days after the date of notification by the TS Operator, the Provider is after a repeated demonstration of the smooth PpS provision obliged to perform a recertification of the given PpS. Moreover, the procedures specified at ensuring certification in the Technical Conditions of the TS Operator are to be followed.
2. The Provider breaches the Framework Contract to which the contractual penalty applies if:
   a) in the last accepted PP it breaks down the power on the Unit or Group of facilities of which it is aware or should be aware at the time of delivery of the relevant PP that they will be out of service, or of which provably under all the circumstances he was aware that in regard to the

technical condition they will not be able to provide PpS of the given type. The available power of the PpS of the given type on the Unit or Group of facilities for the purposes of evaluation and invoicing in the relevant business interval is equal to zero;

b) in the last accepted PP, it breaks down the power on the Unit or Group of facilities on which at the time of delivery of the relevant PP, based on a written notification from TSO, it is not authorized to provide PpS for a temporary period of time due to non-compliance with the qualitative conditions for the PpS provision. The available power of PpS on such facilities providing the relevant type of PpS for the purposes of evaluation and invoicing in the relevant business intervals is equal to zero;

c) the breakdown of bids in PP RE is lower than the total broken down power on Units or Groups of facilities in the last received daily PP;

d) in the course of the day, in conflict with the approved daily PP, the Provider restricts the PpS provision, regardless of whether the failure of the transmission system facility, which disables to continue in provision of the relevant PpS on the Unit or Group of facilities;

e) the evaluated available power of PpS is lower than the contracted volume;

f) fails to submit the operation preparation in compliance with the Technical Conditions or fails to adjust the last received operation preparation in relation to reduction of the contracted value of the PpS availability, with the Contract transfer or with the Contract concluded based on the daily tender results;

g) is successful in the multi-day tender procedure and subsequently fails to submit to TSO a valid Certificate for provision of the relevant PpS not later than 10 working days before the start of the actual Contract execution.

3. In case of breach of the contractual obligations referred to in paragraph 2 of this Chapter, TSO is entitled to invoice the contractual penalty to the Provider as follows:

a) if, not later than day D-7, inclusive, the Provider notifies TSO of reduction of the contractual value of the PpS availability, TSO is entitled to charge the contractual penalty in the amount of 50 % for each missing MW in each relevant business interval of the reserved PpS power, from the highest unit bid price of the Provider from all tenders in which the Provider has succeeded, or from transfers of Contracts, in the relevant business interval for which the contractual penalty is calculated;

b) if after day D-7 the Provider notifies TSO of reduction of the contractual value of the PpS availability, TSO is entitled to charge the contractual penalty in the amount of 80 % for each missing MW in each relevant business interval of the reserved power of PpS from the highest unit bid price of the Provider of all tenders in which the Provider has succeeded, or from transfers of Contracts in the relevant business interval for which the contractual penalty is calculated;

c) if the evaluated available power is lower than the contracted volume, TSO is entitled to charge the contractual penalty for each missing MW in each relevant business interval of the reserved power of PpS (for the purposes of calculating the penalty component under point i)), or the power according to the currently valid PP for the given equipment (for the purposes of calculating the penalty component under point ii)). The contractual penalty amount for the relevant business interval shall be determined as the product of the missing power and the sum of the following components:

i) 125 % of the highest contract unit price for the Provider's PpS availability from all tenders or transfers of Contracts in the given business interval; and

ii) 25 % from the absolute value of:

(1) the highest RE unit bid price for the given type of PpS according to the last valid PP RE if these are positive services, which is determined independently for each piece of equipment or an aggregation block of the Provider while only taken into account if this price is greater than or equal to 0 €/MWh,

(2) the lowest RE unit bid price for the given type of PpS according to the last valid PP RE if these are negative services, which is determined independently for each piece of equipment or an aggregation block of the Provider while only taken into account if this price is less than or equal to 0 €/MWh;

The contractual penalty under point ii) shall be calculated independently for each piece of equipment or an aggregation block of the Provider involved in failure to observe the available capacity.

d) if the highest unit bid price of the Provider of all tenders in which the Provider has succeeded, or from transfers of Contracts or from the direct contract, in the relevant business interval for which the contractual penalty is calculated, is less than 25 % of the maximum price of the given PpS in accordance with the valid Office Decision (rounded to whole EUR downwards), in such case the TS Operator is entitled to charge the contractual penalty pursuant to paragraph 3 subpar. a), b) and c) of this Article for each missing MW and in each relevant business interval of the reserved power of PpS at 25 % of the maximum price of the given PpS according to a valid Office Decision (rounded to whole EUR downwards);

e) if the Provider succeeds in the multi-day tender and does not submit to TSO a valid Certificate for provision of the given PpS not later than 10 working days before the start of the execution of the awarded (original) Contract, TSO shall have the right to charge the Provider for the non-delivery of the Certificate a contractual penalty in the amount calculated as the product of the amount of the volume of the awarded (original) Contract from the multi-day tender for the entire first calendar week of the PpS availability provision, the coefficient for the respective PpS as specified in the Annex to the Framework Contract and the coefficient of 0.5.

$$\mathrm{K_{Week}}\,[\mathrm{MWh}] \times \mathrm{VZ_k}\,[€/\mathrm{MWh}] \times 0.5$$

For each additional week of delay, the TS operator has the right to charge a contractual penalty in accordance with the above calculation method for the next calendar week until the delivery of a valid certificate for the given PpS.

4. If the Provider has an unsuccessful activation of PpS mFRR3+/-, mFRR+ and mFRR- (if the status of the activation/deactivation time criterion is marked with the number 2 in accordance with the provisions of Chapter 3 of Document B of the Technical Conditions), TSO is entitled to impose a contractual penalty to the Provider amounting to 50 % of the maximum price determined by the valid Office Decision for the given type of PpS for all relevant business intervals since the last successful activation, however, not for more than 168 hours.

5. If, by its own fault, the Provider has not provided mFRR+, mFRR-, mFRR3+ and mFRR3-, and if the obligation to provide PpS in accordance with paragraph 3 of this chapter was not cancelled, the TS Operator may reject to acknowledge to the Provider the provision of availability of the relevant PpS since its last successful activation, or from the beginning of the period of availability

declared by the Provider, however, only provided that the Provider provably failed to provide these PpS during this period.

6. If there has been an outage of the PpS provision on the Unit or Group of facilities or a long-term failure of the transmission of remote metering on RIS due to the reasons on the part of the Provider, and the Provider failed to provide replacement power for PpS, and if during the period of unavailability TSO ensured the replacement power for PpS at the costs provably higher than the costs resulting from the price and volume of the not provided PpS agreed with the Provider, TSO is entitled to charge to the Provider the compensation in the amount corresponding to the difference of these costs for each non-supplied MW of PpS power reserve in each relevant business interval of unavailability, and the Provider is obliged to pay the difference in costs calculated in this manner.
7. If the Provider fails to submit weekly PP, zero values will be submitted to IS of the TS Operator for its PP. TSO is entitled to charge the contractual penalty in the amount of EUR 1,000,- for each non-submitted weekly PP if the reason for non-submission of PP is not a data transmission failure between the Provider's equipment and the server of the TS Operator, which prevented PP from being entered and except for fault on the part of the TS Operator or the circumstance excluding liability.
8. Unless the Provider submits daily PP, all values indicated in its weekly PP will be automatically entered into its daily PP after the PP submission closure. TSO is entitled to charge the contractual penalty in the amount of EUR 4,000,- for each non-submitted daily PP including the PP RE update within the given trading day and EUR 1,000,- for each non-submitted change of daily PP including the PP RE update within the given trading day, except where the reason of non-submission of PP is a failure of data transmission between the Provider’s facility and the TS Operator server which made it impossible to enter PP but for a fault on the part of TS Operator or a circumstance excluding liability.
9. If either party provably breaches the obligation of confidentiality, this party is obliged to pay the contractual penalty in the amount of EUR 7,000,- for each breach of this obligation to the other party.
10. The payment of the contractual penalty or the cost difference referred to in this Chapter does not affect the right of the authorized party for compensation of the damage exceeding the contractual penalty paid.
11. If there is an outage of the Unit or Group of facilities or a failure of communication between the Unit or Group of facilities and RIS due to outage of the facility of the TS Operator and the Unit or Group of facilities according to the last valid PP cannot provide PpS for reasons on the part of the TS Operator, it shall be presumed for the purposes of payment and evaluation of the volume of the provided PpS that the agreed PpS was provided by the Provider during the period of outage. This fact shall be evaluated on the basis of records in the SED or ASDR dispatcher log books, RIS electronic logs and based on the records of telephone calls of the SED dispatcher or the ASDR service.
12. If PpS could not be provided due to the reason of the planned unavailability of the TSO facility, the PpS volume according to the last valid PP will not be acknowledged to the Provider and, at the same time, the contractual penalty will not be applied.
13. If the Provider is unable due to outages of the Unit or Group of facilities or partial defects which make it impossible to provide these PpS within the agreed scope on the Unit of Group of facilities,

the Provider is obliged to notify this fact to TSO through TSO IS, if TSO IS is unavailable, the Provider shall inform on this fact via phone or e-mail, immediately after it learnt of these facts.

14. If during the activation by TSO, the Provider fails to deliver the required amount of RE, which it has entered within PP for individual work points of the Unit or Group of facilities providing PpS in the form of free bid, TSO is entitled to immediately suspend the Provider's option to submit bids for RE in the form of free bid in TSO IS. Furthermore, the procedure outlined for the case of long-term non-compliance with the quality specified in the Framework Contract shall be followed, whereby TSO resumes the possibility of submitting free bids for RE only after removal of the cause on the part of the Provider and a joint working meeting.

5.9 COMPLAINT PROCEDURE

1. TSO will make the preliminary data on daily evaluation of individual categories of PpS and RE procured by the Provider in division according to the individual facilities and individual relevant business intervals.
2. The Provider may complain about the data from the technical evaluation, i.e.:
   a) evaluation of the average available power of the supplied PpS;
   b) evaluation of the period of the PpS provision;
   c) evaluation of the volume and valuation of the procured RE.
3. The Provider may lodge a complaint concerning the evaluation not later than 5 working days from making it available in TSO IS via TSO IS.
4. The complaint of the daily evaluation must be submitted electronically by entering into TSO IS.
5. TSO will examine the claimed values and within 6 working days from lodging the complaint it notifies the Provider of the verification result via TSO IS. If TSO admits the complaint fully or partially, it makes the corrected evaluation available in TSO IS.
6. If the Imbalance Biller sends to TSO for an opinion the complaint of procured RE that the Provider lodged to the Imbalance Biller in accordance with the Operational Rules of the Imbalance Biller, TSO will give a statement on the complaint to the Imbalance Biller within 5 working days since the complaint delivery. If TSO admits the complaint, fully or partially, it will provide considered corrected evaluation of RE electronically to the Imbalance Biller and will make it available in TSO IS. If the Provider did not lodge a complaint of the RE evaluation in advance pursuant to paragraph. 3 also in TSO IS, TSO is entitled to reject the complaint assigned by the Imbalance Biller. The corrected evaluation of PpS is a binding baseline document for the PpS invoicing. Moreover, if the Provider, fully or partially, doubts the values in the corrected evaluation, the procedure according to Chapter 5.15 is followed.
7. If the Provider complains about rejection of bids or data due to non-compliance with the deadline, the following is binding for the evaluation:
   a) in case of a written receipt, confirmation by the TSO registry stating the date, hour and minute;
   b) in case of submission to TSO IS, an extract from the log of this information system.
8. If any of this data is not available, TSO can also accept other reliable evidence submitted by the Provider.

9. Any information submitted to TSO electronically is considered to be taken over if the receipt is confirmed on the TSO server with an entry in the log of the corresponding server.

5.10 REGULATION ELECTRICITY PROCUREMENT OPTIONS

1. RE procured by TSO based on the concluded contracts is the electricity procured by TSO in real time to ensure balance between the actual instantaneous consumption and electricity generation in the system on the defined area.
2. TSO uses various types of RE which it procures from PpS Providers, RE Suppliers and Electricity Consumers, who are able to reduce the offtake in their offtake points upon the order of the TSO dispatching within the agreed extent while complying with the Technical Conditions, through a cooperation within the IGCC system, through the European platforms for RE exchange (MARI and PICASSO) or by means of emergency assistance from the neighbouring transmission system operators.
3. TSO procures RE in a manner to achieve cost minimisation to cover the system imbalance while respecting the operational situation in the ES of SR and securing the maximum level of reliability and safety of operation. The financial terms of the RE delivery to the transmission system operators are determined by the Office.
4. RE is procured in the manners as provided in the following Chapters 5.10.1 to 5.10.4.

5.10.1 Regulation Electricity from the PpS Providing Facilities

1. RE from the facilities providing PpS allocated on the defined territory is supplied based on their activation by the TSO dispatching in accordance with the valid Framework Contract. Activation is carried out by RIS SED control signals or dispatcher commands. RE is supplied within the range of these signals or commands.
2. RE supply from a facility of a foreign transmission system is carried out in accordance with the rules of platforms and technically it has a character of electricity import (supply of positive RE) or export (supply of negative RE).

5.10.2 Imbalance Netting Process (INP)

1. In order to optimise the aFRR activation from the facilities allocated within the defined area, TSO is connected to the INP system where electricity exchange takes place among the TS operators participating in the INP system.
2. Electricity exchange within the INP system is carried out on the basis of control signals of the central optimisation system, which sends requests to change the quantity of the activated aFRR to individual TS operators. The controlled exchange of electricity among the TS operators causes reciprocal elimination of aFRR activations in opposite directions.
3. TSO supplies RE within the defined territory with the parameters of aFRR as a result of the cooperation within the INP system for a special price determined by a method set by the Office.

4. Connection of TSO to the INP system is conditioned by a written agreement between TSO and the relevant TS operators participating in the cooperation within the INP system.

5.10.3 Emergency Aid from Abroad

1. At all times, emergency aid is negotiated between two neighbouring transmission system operators. The agreed emergency aid is guaranteed from both parties and the electricity supplied is compensated for in the manner agreed according to the agreement. Moreover, the neighbouring transmission system operators may agree upon the non-guaranteed supply of RE.
2. Electricity is supplied by changing the balance on the border of the supplying and consuming system within the agreed and confirmed extent and technically it is an import (positive RE supply) or an export of electricity (negative RE supply).
3. Electricity from the imported emergency aid is billed as RE procured by the TS Operator and the cost of importing RE as a part of the emergency aid form a part of the RE procurement costs.

5.10.4 Supply of Non-Guaranteed Regulation Electricity When Operational Capability of the ES of SR is at Threat

1. When the operational capability of the ES of SR is at threat, TSO is entitled to announce an auction to purchase RE for the hours for which RE is needed, by means of TSO IS. All entities which have entered into the Framework Contract on Non-Guaranteed RE Supply (hereinafter referred to as the "NRE Contract") with TSO may register for the auction.
2. In this case, threatened operational capability of the ES of SR is considered to be a situation when the anticipated system imbalance exceeds the mFRR or mFRR3 regulation ranges and the regulation ranges of the guaranteed supplies of RE.
3. The NRE Contract is concluded with the NRE Supplier, who is able to change, as commanded by the TSO dispatching, its production/offtake within the agreed range and in compliance with the Technical Conditions. The supply of NRE is ensured by the Suppliers who have got their supply connection points to the ES of SR under the conditions set out in the NRE Contract.
4. An auction for the NRE supply is evaluated in a non-discriminatory manner while the bid evaluation criteria in individual hours are as follows:
   a) the lowest bidding unit price of positive NRE, or the highest bidding unit price of negative NRE, respectively;
   b) time stamp of the NRE bid submission.
5. The NRE Supplier is entitled to payment for NRE procured by TSO at the price determined in accordance with this chapter.
6. RE procured in this way will be used to cover the system imbalance, together with RE obtained via PpS activation and RE obtained through the emergency aid from abroad.
7. In a situation where the operational capability of the ES of SR is threatened, TSO is entitled to use also the bids exceeding the maximum prices or are below the minimum prices for regulation electricity supplied in the activation of PpS determined by the Office Decision.

8. When the normal state is restored in the ES of SR (ceasing of threat to the operational capability of the ES of SR), TSI dispatcher may request early termination of the NRE supply from the NRE Supplier. In case of early termination of positive RE supply, TSO will pay to the NRE Supplier for the full amount of positive NRE contracted not supplied as a result of early termination of supply. The amount of the payment for the trading hour in which NRE supply was early terminated will be determined by the product of the price of electricity of the Slovak bidding area on the day-ahead market organized by OKTE, a.s. and published on the website www.okte.sk and the NRE amount not supplied due to the early termination of NRE supply on the part of TSO. If it is not possible to determine the price in this way, the amount of the payment for the relevant trading hour will correspond to the price determined by the procedure stipulated in the NRE Contract. In case of early termination of the NRE supply, for the purposes of imbalance assessment, the volume of NRE supplied in the given hours for which the NRE supply was early terminated will equal to zero.
9. The price and quantity of the NRE procured is taken into consideration when billing the imbalance according to the operational instructions of OKTE, a.s. based on the documents sent by the TS Operator to the Imbalance Biller.
10. A change in power related to the change in the generating facility connection structure made to avoid congestion or to address congestion is evaluated as RE with the bid prices of electricity in EUR/MWh as determined by the Office Decision for RE when the electricity system operational capability is threatened. During the requested change of power, the electricity generator is paid for the agreed ancillary service available at the time of announcement.

5.11 Economic Efficiency at Use of Ancillary Services and Procurement of Regulation Electricity

1. In case of negative system imbalance, only positive RE is procured for local purposes, unless it is necessary to use also negative RE due to operational reasons. An exception consists of FCR and aFRR.
2. In case of positive system imbalance, only negative RE is procured for local purposes, unless it is necessary to use also positive RE due to operational reasons. An exception consists of FCR and aFRR.
3. Concurrent use of positive and negative tertiary regulation is possible in the hours when there is a sharp transition from positive to negative system imbalance, or vice versa, or when it was objectively impossible to secure sufficient PpS for the given period and such use of PpS is demonstrably inevitable for the system reliability.
4. TSO proceeds as follows when using tertiary regulation or procuring RE:
    a) When using mFRR or mFRR3 types of PpS, the TSO dispatching considers primarily the length of service lead-in, the required substituted power quantity and the anticipated length of the service activation so that the desired effect is reasonable and accomplished within an appropriate time. Similarly, it takes into account the economic ranking of the RE price within the required mFRR or mFRR3 type,
    b) TSO is not required to activate mFRR3 if it is replaceable by another service and it is necessary to maintain sufficient backup of TRV3MIN.

5.12 PROCEDURES FOR EVALUATION OF THE QUANTITY OF PROCURED REGULATION ELECTRICITY AND DETERMINING ITS PRICE

5.12.1 Regulation Electricity Procured from the PpS Providing Facilities

1. The evaluation of volume of the procured RE is carried out in accordance with the RONI Decisions and valid Document B (Chapter B4) of the Technical Conditions.
2. RE supplied through merged facilities in the form of aggregation to the Unit or the Group of facilities for the FCR/FRR provision shall be evaluated by TSO summarily for the entire regulatory aggregate block.
3. The TS Operator carries out continuous daily evaluation of the volume and pricing of RE and makes it available to the RE Supplier in TSO IS. Evaluation of the volume of the RE procured is carried out in two phases. In the first phase, the daily preliminary evaluation of the volume and pricing of RE is made available in TSO IS every day by 9:00 a.m. for the previous day. The final daily evaluation of the volume and pricing of the supplied RE is made available in TSO IS by 1:00 p.m. on the following working day. On Monday and on working days preceded by at least one non-working day, the daily final evaluation is made available by 4 p.m. In case of technical problems on the part of the TS Operator, the final evaluation will be made available immediately after their elimination in TSO IS.
4. In case of disagreement with the daily final evaluation, the RE Supplier may claim these data in accordance with Chapter 5.9.
5. TSO is not responsible for the data transmission by electronic means between TSO and the RE Supplier. The Contracting Parties are obliged to inform each other without undue delay in the event of a failure of the data transmission of which they are aware and which could result in breaching the obligations of TSO related to making available of the evaluation of RE in TSO IS.

5.12.2 Establishing the Regulation Electricity Price

1. The RE Supplier is obliged to submit a bid price for RE to TSO. In case of the PpS Provider, the bid price is presented within PP RE, this is not applicable to FCR provision.
2. The method of determining the price of the RE supplied in EUR/MWh for all RE Suppliers which supplied RE in the given Billing Period is set in compliance with the Decree on Price Regulation. Providing of SRN in the form of compensation operation from the pump-storage hydroelectric power plant facility, the Supplier is admitted supply of negative RE in the amount of active demand of the facility at price 0.00 EUR/MWh.
3. The determination of the marginal RE price of the standard PpS products (aFRR and mFRR) is conditioned by the TSO connection status to the relevant platform.

5.12.2.1 Connection of TSO to the aFRR Platform

In the state of TSO connection to the aFRR platform, the RE price at the given 4-second interval is determined by the price of the most expensive activated RE offer from aFRR within the uncongested area, the so called “cross-border marginal price” (hereinafter referred to as “CBMP”). The RE price in the aFRR activation phase is evaluated by the aFRR platform at 4-second intervals (as set out below).

The CBMP prices for RE from aFRR are set by the aFRR platform at 4-second intervals. If aFRR is in the control area in one direction, CBMP in the opposite direction is not determined. If there is no activation of aFRR in the uncongested area, CBMP has the same value in both positive and negative directions. Thus, the result is only one CBMP price within the 4-second interval.

The RE payments for a trading period are calculated as the sum of the partial RE payments from aFRR evaluated at 4-second resolution.

The price of a positive RE from aFRR is determined as:

- Price from platform (CBMP) if CBMP is positive.
- RE bid price from PP RE (preparation of RE operation) if CBMP price is negative or zero.

The price of a negative RE from aFRR is determined as:

- Price from platform (CBMP) if CBMP is negative.
- RE bid price from PP RE if CBMP price is positive or zero.

5.12.2.2 Connection of TSO to the mFRR Platform

The price of RE from mFRR in the state of TSO connection to the mFRR platform is determined by the price of the most expensive activated RE offer from mFRR within the congestion-free area - "CBMP".

5.12.2.3 Disconnection of TSO from the Platform

In the mode of TSO disconnection from the aFRR or mFRR platform, the RE price for aFRR or mFRR is determined on the basis of the bid prices (provided in PP RE) of the utilised electro-energetic facilities and demand electricity facilities of the ancillary service providers as:

a) the highest price of the electro-energetic facility and demand electricity facility, if RE is positive, but not more than the maximum price determined by the price Office Decision in euros per unit of electricity quantity,

b) the lowest price of the electro-energetic facility and demand electricity facility, if RE is negative, but at least the minimum price determined by the price Office Decision in euros per unit of electricity quantity,

The marginal RE price of mFRR is set for the entire business period.

The marginal RE price from aFRR is set for each 4-second interval. The RE payments for a business period are calculated as the sum of the partial RE payments from aFRR evaluated at 4-second resolution.

The highest or lowest price of RE activated by aFRR or mFRR is determined by TSO on the basis of the price ranking created from the RE quotations submitted under the last valid PP RE.

The local price ranking of PP RE quotations for RE activation from mFRR respects the procedures of the mFRR platform (MARI) with regard to the possibilities of submitting simple and complex bids, using the possibility of linking (technical linking) between business periods within the RE quotations when submitting PP RE.

5.12.2.4 RE Price from mFRR3

1. RE from the activation of the mFRR3 special product is priced at the marginal price, which is determined by TSO based on the price ranking established from the bids submitted under the last valid PP RE.

   In the event that in a given business period the activation of the mFRR3 special product occurs solely due to the provision of emergency assistance by TSO to a foreign transmission system operator, this activation does not enter into the calculation of the size and valuation of the system imbalance in accordance with the Market Rules.
2. In the event that the mFRR3 special product is activated in a given business period solely due to satisfying the local demand of SEPS, this activation shall enter into the calculation of the size and valuation of the system imbalance.
3. In case there is a simultaneous request for mFRR3 activation in the given business period due to satisfying the local demand of SEPS and at the same time the provision of emergency assistance by TSO to a foreign transmission system operator, the marginal valuation of RE from the activation of the mFRR3 special product is made specifically for the RE volume for the needs of SEPS and the volume of RE for the needs of the emergency assistance provision. In such case, in accordance with the price ranking, the demand of SEPS is satisfied in the first step, followed by the demand related to the emergency assistance provision. In such a case, only the activation made to satisfy the local demand of SEPS shall enter into the calculation of the size and valuation of the system imbalance.
4. The marginal RE price from the PpS special product (mFRR3) is set for the entire business period in accordance with the Decree on Price Regulation.

5.12.2.5 RE Price from INP

It is determined by the relevant RONI Decision. It is evaluated as a weighted average of the marginal 4-second RE prices from aFRR procured for SEPS within the business period.

5.12.3 Price for System Imbalance

The price for system imbalance shall be evaluated for each business period. The price for system imbalance is determined by the maximum or minimum price of the prevailing procured (non-zero) RE for SEPS within the business period.

The price for system imbalance at prevailing positive RE = Maximum (average of aFRR, maximum of mFRR, maximum of mFRR3, average of INP, maximum of HV for SEPS)

The price for system imbalance at prevailing negative RE = Minimum (average of aFRR, minimum of mFRR, minimum of mFRR3, average of INP, minimum of HV for SEPS)

The following RE prices shall be used to determine the system imbalance clearing price:

- zero price for RE from FCR, it does not enter into the calculation of the system imbalance price,
- for RE from aFRR, the weighted average of the marginal 4-second prices of business period,
- for RE from mFRR, the marginal price of the business period,
- for RE from mFRR3 the marginal price of the business period,
- for RE from INP (IGCC) the weighted average of the marginal 4-second prices of aFRR of the business period,
- for RE from HV for SEPS, the marginal price of the business period. HV provided by SEPS to the neighbouring TSO does not affect the price of the system ibalance.

In case of zero RE in the business period, the price for system imbalance is determined as the lowest bid price of positive RE from the preparation of the RE operation.

5.12.4 RE price from verification activation

The RE price of the Pps verification activation is determined from the average price of positive RE in the case of a verification activation in the positive direction or the average price of negative RE in the case of a verification activation in the negative direction for the business interval or for the preceding month.

RE+ price = Maximum (Average RE+ price per OP; Monthly average RE+ price)

RE- price = Minimum (Average RE- price per OP; Monthly average RE- price)

Where OP means “business period”.

Only RE volumes and payments for regulation of the electricity system of SR are used in the evaluation of average RE prices.

5.12.5 Submission of Data Required for RE Billing

1. According to the Energy Act, the Imbalance Biller is obliged to provide for billing and clearing of RE based on the data provided by the transmission system operator.
2. In accordance with the Market Rules, the TS Operator provides the Imbalance Biller with the data on the total amount of the RE requested or procured and the costs of the RE procured broken down by individual RE Suppliers and their aggregate blocks, every day by 9:00 a.m. for each billing period of the previous day. Along with the RE data, the TS Operator shall provide the Biller with the information on the assignment of the balance group to the aggregate block and the values of the aggregate block diagram point. The TS Operator sends the values corrected accordingly and the values that were subject of complaint to the Imbalance Biller continuously, not later than the sixth calendar day for the previous month.
3. The data on the RE requested or procured is submitted in MWh with an accuracy of three decimal places and on the cost of the RE procured with an accuracy of four decimal places in the valid Central European Time or the Central European Summer Time. This data is delivered electronically in accordance with the rules of IS ZO.

4. The system operator who submits the values to the Imbalance Biller is responsible for correctness and completeness of the data submitted. The latest version of the data submitted shall be valid.
5. The volume of RE supplied by the RE Supplier to the TS Operator will be taken into account when evaluating the imbalance of the Accounting Entity which is responsible for the imbalance in the RE supply point.

5.13 Scope, Method and Binding Character of Submission of Diagrams for Generation of Electricity and PpS in Weekly and Daily Operation Preparation and Changes in PpS Operation Preparation

1. On a weekly and daily basis, the Provider is obliged to submit to TSO the relevant preparation of the operation of the facilities providing PpS with a breakdown of the contractual values of PpS and particular operating points of the Unit or Group of facilities within individual business periods for all facilities providing and not providing PpS to TSO IS.
2. The weekly and daily PP must contain a breakdown of the data for each business period to the extent specified in the Technical Conditions (Document D Chapter 3.2.2). PP must contain the following data for each facility providing PpS (for those not providing PpS only the obligation under subpar. a) of this paragraph applies) and each business period:
   a) diagram point (P_{dg});
   b) FCR power provided;
   c) aFRR+ power provided;
   d) aFRR- power provided;
   e) TRV3MIN+ power provided;
   f) TRV3MIN- power provided;
   g) mFRR+ power provided;
   h) mFRR- power provided;
   i) other essentials resulting from the type of PpS and the description of the requirements specified in (Document D of the Technical Conditions and the Operating Instructions for the operation preparation in TSO IS, which are published on the Website.
3. Daily PP consists of two parts:
   a) Daily operation preparation of PpS availability and Pdg facilities (daily PP) and;
   b) Operation preparation of regulation electricity (PP RE)

   Moreover, PP RE and its change must contain the following data for each facility and each business period:

   a) the price of electricity for positive RE for all types of provided PpS. The price must be in accordance with the currently valid Office Decision;

b) the price of electricity for negative RE for all types of provided PpS. The price must be in accordance with the currently valid Office Decision.

4. The data file for the PpS providing facilities of the Provider within the submitted PP must comply with the following conditions:

   a) all broken down power (availability and RE) values must comply with the minimum and maximum power values specified in the Technical Conditions and must be integers in MW (except for FCR). FCR power values are symmetrical;

   b) All RE price values may have a positive or negative sign with a resolution of 2 decimal places;

   c) all power values broken down on one facility providing PpS must be in each business period in accordance with the technical values of the facility providing PpS according to the certificate for the PpS provision; this provision includes a controlling power range and minimum rise in power changes as well as minimum and maximum values of individual PpS for one facility providing PpS;

   d) the sum of power values of a diagram point and all positive power values broken down PpS in the business period on the facility may not exceed the maximum power value of the facility providing PpS while respecting the possibility of congestion in FCR;

   e) the difference between the diagram point power and the sum of absolute values of all negative power values of the broken down PpS in the business period on the facility may not be lower than the minimum power of the facility providing PpS while respecting the possibility of power reduction below the minimum power in case of using FCR;

   f) the total available power broken down on the PpS provider facilities within the submitted PP must equal to the total contracted power (excluding FCR-, mFRR3-, mFRR-type of PpS) in the Contracts;

   g) the values of the broken down RE must be at least the amount of the PpS Providers Contract in each type of PpS for the relevant business period;

   h) the possibility to break down RE within PP RE is from the moment of daily PP submission by the Provider for the relevant day;

   i) the closure for submission of the RE breakdown within PP RE is T-25 min before the start of the relevant business period. After this time, the Provider can still change the availability and value of RE for aFRR+, aFRR-, mFRR+ and mFRR- services. The closures are as follows: aFRR+, aFRR- by time T-13 min, mFRR of SA type by time T-13 min, mFRR DA by time T+4 min;

   j) the value of the broken down RE on the facilities within the daily PP may have a value higher than the value of the Provider's Contract (breakdown in the form of a free bid), but maximum up to the certified value for the type of service on the broken down facility.

5. If the Provider enters any value or values in PP which do not conform to these conditions and to the technical data of the Unit or Group of facilities handed over by the Provider, the TS Operator is entitled to reject PP as a whole. The Provider is responsible for correct entry of values in PP.

6. The PpS Provider from the Unit or Group of facilities must coordinate its PP with the Provider whose facility provides PpS for the Unit or Group of facilities. The Provider's facility that is part of the Unit or Group of facilities and provides PpS within the Unit or Group of facilities may not simultaneously provide PpS to the TS Operator. In such case, PP will be rejected.

7. Weekly PP must provide a basic overview of the expected operation of individual facilities providing PpS and of sufficiency of individual PpS. The Provider is obliged to submit a breakdown of the required data in all business periods by particular facilities (i.e. both providing and not providing PpS) for the following energy week T to TSO, in the structure and complying with the conditions according to this chapter not later than Thursday T-1 by 2 p.m. The Provider will submit weekly PP in the format and manner set forth in the Technical Conditions and in the Framework Contract.

8. Daily PP provides an updated overview of the planned operation of individual facilities providing PpS and RE. The Provider is obliged to submit daily PP on day D not later than on day D-1 by 2 p.m.

9. Failure to comply with PP with the breakdown of the agreed volume of PpS according to all concluded Contracts or failure to comply with the conditions and deadlines according to this chapter, the Framework Contract and Document D of the Technical Conditions is considered to be a serious breach of contractual obligations by the Provider and may result in the application of a contractual penalty according to Chapter 5.8 or the Framework Contract, as the case may be.

10. The Provider is obliged to immediately inform TSO of any reduction of the PpS availability against the contractual value of the PpS availability and, concurrently, to adjust the last valid PP which will reflect this reduction. Otherwise, TSO is entitled to impose a contractual penalty for not submitted change of PP according to Chapter 5.8 or the Framework Contract, as the case may be.

11. If the Provider faces a technical problem concerning entering any type of PP to TSO IS, following the prior telephone consultation (executed not later than 120 minutes before the closure of the first business period concerned) with the TS Operator, the Provider may ensure upload of PP in the TSO IS system applying a substitute method. In such case, at least 60 minutes prior to closing the PP submission, the Provider is obliged to send an e-mail with a request for a substitute upload of PP in TSO IS which will include a file in the standard format with the required correctly filled in PP values. After delivery of the request, the TS Operator ensures upload in TSO IS and informs the Provider of the replacement upload result by e-mail.

12. If the Provider participated in the daily tender and succeeded in it or if the Provider is a party to the transfer of the Contract, it is obliged to take into account the amount of the actual volume of PpS Contracts by adjusting the last valid PP. Otherwise, the TS Operator is entitled to impose a contractual penalty for not submitted change of PP in accordance with Chapter 5.8 and the Framework Contract.

13. The Provider carries out value adjustment of availability and RE of daily PP based on the results of the daily tender for PpS or successful transfer of Contract from/to another Provider in a way so that with the facilities providing PpS on which any PpS was purchased:

    a) the adjusted value of the given PpS is increased/decreased by the transferred volume of PpS on the part of both the Recipient and the Sender of the Contract transfer by the transferred value of the service against the broken down value of PpS in the last valid PP;

    b) from the accepted bid in the daily purchase, the quantity of the purchased PpS together with the requested price of the relevant RE is increased if this PpS was not broken down in PP on the given facility providing PpS earlier.

14. In case of failure on the Unit or Group of facilities providing PpS, which makes it impossible to provide the agreed range of PpS in accordance with the last valid PP or if it is necessary to change the diagram points on the used Units or Groups of facilities providing PpS due to change in the operational situation (outage of a generator or change in the hydrological situation) at the Provider on the facilities providing PpS of the Provider and due to change of the diagram points due to intra-day trading, the Provider may propose, during the day, a replacement coverage of the PpS loss on another Unit or Group of facilities of the Provider or the change of the diagram points by the change of PP only in TSO IS. However, this shall be subject to the condition that this does not disturb provision of other PpS on such facility providing PpS. The proposal for replacement coverage of the PpS loss may be sent by the Provider to TSO IS not later than 25 minutes before the commencement of the first change of the business period concerned. The TS Operator will confirm the acceptance or rejection of the proposal through the dispatcher of the TS Operator dispatching in TSO IS not later than 10 minutes before the commencement of the first business period concerned of the change validity. By approving the proposal, the proposal shall become accepted by the TS Operator; by rejecting the proposal, the change in PP was not accepted from the given business period onwards. By acceptance of the proposal for a change of PP, PP becomes the last valid PP against which PpS availability and supplied RE are evaluated.

15. The agreed amount of PpS in case of alternate provision may be exceeded by no more than the maximum range (see the Technical Conditions) on the Unit or Group of facilities providing PpS for provision of FCR, mFRR- or the minimum range on the Unit or Group of facilities providing PpS for which PpS is broken down, it is technically impossible to carry out a lower value of PpS without reducing the contractually agreed volume of PPS. Exceeding the contractually agreed volume of PpS does not entitle the Provider to the payment for availability exceeding the contractual value.

16. Exceeding the RE volume beyond the applicable Contract is allowed up to the maximum certificate value on the facility. In such case it is a RE "free bid".

17. Upon receipt of PP, TSO is not responsible for the data transmission by electronic means between the Provider and the TSO server. The Contracting Parties are, however, obliged to inform each other without undue delay in the event of failure of data transmission of which they are aware and which could result in non-receipt of PP by the TS Operator, and also to agree upon an alternative data transmission.

18. If PP was not uploaded or the bid for PpS and the bid for RE were not submitted and these have not been registered due to failure of data transmission between the Provider's facility and the TSO server, this situation does not constitute any ground for the Provider to claim damages or any other performance by TSO against the Provider, and no provision of the Operational Rules may be interpreted to this intent.

19. The TS Operator is not obliged to carry out check of the PP submission or check of the data submitted by the Provider and it is not the obligation of the TS Operator to notify of any potential discrepancy. The failure of TSO to carry out checks of the data submitted by the Provider or failure to notify of a potential discrepancy by TSO is not deemed to be a violation of the Framework Contract The Provider is not relieved of the responsibility for the consequences and impacts of the potential non-performance of the Framework Contract.

20. The Provider can update daily PP in the course of the trading day. The TS Operator will confirm the change of PP by approval through TSO IS. By this approval, the proposal is accepted by the TS Operator. The proposal may be sent by the Provider not later than at time T-25 min before

the commencement of the change. The TS Operator will confirm acceptance or rejection of the proposal through the dispatcher of the TS Operator dispatching in TSO IS not later than 10 minutes before commencement of the concerned business period of the change validity. This approval is valid in case of any change in the availability breakdown on the facilities and change of P_{dg} above the set power value in TSO IS. By acceptance of the proposal for change of PP, this PP becomes the last valid PP against which PpS availability and supplied RE are evaluated. After the deadline for submission of PP changes (at time T-25 min), only changes to the availability and volume of the RE breakdown can be performed for aFRR and mFRR SA by time T-11 min, for mFRR DA/SA by time T+4 min. Changes to the RE breakdown shall not be approved by the dispatcher of the TS Operator dispatching centre.

21. In case of the anticipated extraordinary operational situation in the ES of SR on day D, the TS Operator is entitled to cancel the PpS certification approved and agreed upon in advance or the test on the electricity generating facilities of the Provider, not later than on the day D-1 by 3 p.m. If due to preparation for this certification or the test, the Provider reduced the contractual value of the PpS availability which it planned to certify and on the day D the Provider agrees with provision of PpS it planned to certify in full range according to the original Contract (prior to reduction of the contractual value of availability in relation to the planned certification), the TS Operator will ensure the corresponding adjustments of such Contracts in TSO IS. Subsequently, the Provider adjusts its PP for the following day in the form of the PP change. In such case, the contractual penalty for reduction of the contractual value of the PpS availability will not be charged. This point is not applicable if the Provider transferred the Contract to the Replacement Provider. Cancellation of the approved and planned PpS certification and the Provider's consent to the renewal of the original Contract on PpS shall be governed by the Framework Contract.

22. The Provider is obliged to monitor its facilities that are part of the control block of the Unit or Group of facilities and to notify the TS Operator of their malfunctions in case they have negative impact on the PpS activation, control, deactivation or monitoring.

23. TSO via TSO IS will enable to the Provider so that the agreed type of PpS was supplied on behalf of this Provider for the agreed period by another Provider (hereinafter referred to as “transfer of Contracts”).

24. The TS Operator shall enable the Provider (based on the request for transfer of rights and obligations from the Provider's Contract in TSO IS) to transfer the Contract to a type of PpS which, pursuant to this request, will be supplied on behalf of the Provider during the agreed period by another provider (hereinafter referred to as the "Replacement Provider"), provided that the Replacement Provider has concluded a valid and effective Framework Contract with the TS Operator for the provision of ancillary services and the supply of regulation electricity and complies with the terms and conditions pursuant to this contract. The TS Operator's consent under this clause is conditional upon the Replacement Provider commitment to take over the PpS provision and all of the Provider's obligations towards the TS Operator under this contract and the terms and conditions set out in the Operational Rules, as well as in the Operating Instructions for transfers of contracts in TSO IS. The contracting parties agree and understand that the rights and obligations of the Replacement Provider, to the extent transferred to it from the Contract, shall be governed by the given Contract, the Operational Rules and the Framework Contract for Provision of Ancillary Services and Supply of Regulation Electricity concluded by the Replacement Provider with the TS Operator. If it is not possible to proceed in accordance with the above provisions of this paragraph due to reasons caused on the part of TSO IS (e.g. due to its unavailability, outage, failure), the Provider shall use the application form set out in the Annex

to the Framework Contract signed by the Authorised Persons for the Contract and for the transfer of the rights and obligations under the Contract set out in the Annex to the Framework Contract in relation to transfer of the rights and obligations under the Contract pursuant to this clause. In this case, the expression by the TS Operator whether or not they grant consent shall be made in writing in accordance with the terms and conditions set out in the Annex to the Framework Contract.

25. The Provider is entitled to transfer the rights and obligations under the Contract from the Provider to the Replacement Provider not later than 60 minutes before the start of the change of the first relevant affected business interval of the Contract through TSO IS. The Replacement Provider shall have the opportunity to agree to this transfer not later than 45 minutes before the start of the first relevant business interval of the Contract change. Once the transfer of the Contract has been agreed, both the Provider and the Replacement Provider shall be obliged to make the relevant changes to PP in TSO IS not later than 25 minutes before the start of the relevant business interval. By acceptance of the proposal for change of PP, this PP becomes the last valid PP against which PpS availability and supplied RE are evaluated.

26. The transfer of the Contract may be carried out only to the same type of PpS and no adjustment of the Contract price is allowed upon transfer of the Contract.

27. The Replacement Provider must have the valid and effective Framework Contract, it must be technically competent to provide the taken over PpS provision. The takeover of the PpS provision is possible only provided that the technical restrictions specified in the Technical Conditions for the relevant type of PpS are met and while respecting the conditions pursuant to paragraphs 24 to 26 of this chapter.

28. The Contract of the Provider is transferred to the Replacement Provider, including the price of the given Contract of the Provider in the amount required by the Provider to be transferred to the Replacement Provider. If the transfer of the Contract is carried out for day D after 2 p.m. on day D-1, both the Provider and the Replacement Provider are obliged to adjust daily PP and PP RE in accordance with par. 20 of this chapter.

29. If the Replacement Provider is unable to take over the transferred power in full extent and after its takeover the Provider would not meet the criterion of the technical minimum for the given type of PpS, the Provider may agree with concurrent reduction of the contractual availability to zero.

30. According to the Technical Conditions, the TSO Dispatching is authorised to activate PpS of the mFRR3+, mFRR3-, mFRR+, mFRR-, aFRR+ and aFRR- type at any facility within the defined territory providing the concerned type of PpS, regardless the RE price from the daily PP, in order to check availability and quality of the PpS provided, maximum for the period inevitable for availability check performance. Such activation is called verification activation. In the case of this verification activation, the rules for its activation are as follows:

    a) Based on the applicable PP, TSO shall compile an order list of equipment for verification activation, taking into account previous unsuccessful activations, the amount of the RE price (the highest first in the order), and the time since the last successful activation.

    b) After activation of the selected equipment according to this list, the TSO dispatcher shall inform the permanent service contact person of the Provider on the commencement of the verification activation.

    c) The length of the verification activation lasts for a maximum of 2 consecutive business periods.

d) If the verification activation is unsuccessful (e.g. the equipment does not start up from the shutdown state), it is the Provider's obligation to take appropriate measures for further provision of PpS on the verified equipment (technical, modification of PP in TSO IS).

e) The evaluation of the quality and availability of the verification activation PpS shall be carried out by TSO in a standard way on the next working day in accordance with the rules set out in the Technical Conditions of Document B, Chapters 3 and 4. Publication of the evaluation shall be carried out by TSO in accordance with Chapter 5.7 of the Operational Rules. The Provider shall consider non-recognition of the available power of PpS during the verification activation in its valid PP not later than 4 hours from the time of publication in TSO IS.

f) If the equipment from an unsuccessful verification activation is still listed in the schedule of the valid PP, after 4 hours from the publication of the PpS evaluation from the verification activation, TSO may repeat a verification activation on such equipment.

g) During the verification activation, TSO shall take into account all requirements provided in the Technical Conditions of Document B, Chapter 2 for particular types of PpS in terms of technical aspects, and in the case of mFRR also the values for minimum activation according to the PpS schedule in the valid PP.

h) Verification activation shall be carried out by TSO as far as possible in a way so as not to create counter-regulation of the activated PpS in the electricity system of SR. TSO shall not carry out the verification activation with the intention to reduce the RE price

i) Payment for RE from the verification activation is evaluated according to Chapter 5.12 of the Operational Rules.

j) Not later than the 15th day of the following month, TSO shall publish on its Website the information on the verification activations performed in the previous month.

k) If the verification activation is unsuccessful, the equipment in question may be activated even more than once in succession in accordance with its valid operation preparation. After the third consecutive unsuccessful activation, the certificate of the equipment being the subject to verification is invalidated the following day in TSO IS for the provision of the verified PpS. In order to renew the certificate validity, a new certification examination through a certification authority is required.

31. Paragraphs 23 to 30 of this chapter apply, unless the Framework Contract or TSO IS stipulate otherwise.

5.14 INVOICING CONDITIONS AND PAYMENT CONDITIONS

1. The price for relevant business intervals as indicated in the bid acceptance confirmation shall be agreed for the FCR provision for each business case. The agreed price in EUR, set to maximum 2 decimal places, is paid for each MW in the relevant business interval of the actually provided FCR regulation power reserve to be used in both directions from the basal point, based on the approved evaluation up to the amount agreed for the relevant business interval. Only actually provided FCR regulation power reserve in each relevant business interval is paid up to the total amount of the contracted Contracts. If more bid prices are accepted by TSO in individual tenders, or by transfer of Contracts or by a direct contract, the payment for availability in case of non-

performance will be reduced from the highest unit price of the Provider in the relevant business interval. The payment for each relevant business interval will be rounded to 4 decimal places and the resulting summary payment for all relevant business intervals will be rounded to 2 decimal places.

2. The price for all relevant business intervals as indicated in the bid acceptance confirmation shall be agreed for provision of individual types of PpS (except for FCR) for each business case. The agreed price in EUR, set to maximum 2 decimal places, is paid for each MW in the relevant business interval of the actually provided regulation power reserve of individual types of PpS (except for FCR) based on the approved evaluation up to the amount agreed for the relevant business interval. Only actually provided regulation power reserve of individual types of PpS (except for FCR) in each relevant business interval is paid up to the total amount of the contracted Contracts. If more bid prices are accepted by TSO in individual tenders, or by transfer of Contracts or by a direct contract, the payment for availability in case of non-performance will be reduced from the highest unit price of the Provider in the relevant business interval. The payment in each relevant business interval will be rounded to 4 decimal places and the resulting summary payment for all relevant business intervals will be rounded to 2 decimal places.
3. The payments for PpS provision are set on the basis of evaluation in TSO IS.
4. In the course of individual calendar months, the TS Operator will pay to the Provider's account one pro-forma invoice payment for the provided PpS which are subject-matter of the Contracts entered into pursuant to the Agreement. The amount of the advance payment for the following month will be calculated on the last calendar day from all valid Contracts of the Provider as of that day.
5. During each calendar month, the TS Operator will issue a pro-forma invoice for all provided PpS in the amount of 40 % of the total anticipated monthly payments in a single instalment, while the payment will already include VAT, except when the Provider is a foreign provider. The TS Operator will pay one instalment on 18th day of the respective calendar month in the amount of 40 % of the anticipated monthly payments to the Provider's account. The TS Operator will issue and deliver to the Provider a pro-forma invoice which must comply with the requirements in accordance with the valid legal regulations.
6. In accordance with Chapter 5.8, TSO is entitled to claim a contractual penalty against the Provider for failure to fulfil the contractually agreed conditions on the part of the Provider.
7. Provision of individual categories of PpS which is the subject-matter of individual Contracts will be invoiced on a monthly basis, on the basis and within the extent of the approved monthly evaluation of the PpS provision that will form a part of the final invoice. The billing will be effected by one invoice for all performance provided in the given month in the form of self-billing – TSO will issue a final invoice on behalf of and to the account of the Provider not later than 15th day of the month following the month to which the invoice applies. At the same time, TSO will deliver the original of the final invoice to the Provider within 4 working days from the invoice issuance date.
8. If the evaluated volume of the PpS availability in the relevant business interval exceeds the contractually agreed volume of the PpS availability, then the payment for the PpS availability will not exceed the amount of that contractually agreed volume. The appendix of the final invoice will indicate the actual evaluated volumes and the monthly amount invoiced for the evaluated volume of the provided PpS for all types of the provided PpS in the given month. The monthly payments for the individual types of PpS will be rounded to two decimal places.

9. The prices in individual Contracts are stated excluding VAT. VAT will be invoiced in the amount determined by the VAT Act applicable on the day the tax liability arises. If the Provider is not a taxable entity registered for the VAT on the national territory, the VAT settlement will be resolved in accordance with the legislation valid in the EU or by transferring the tax liability (the reverse charge mechanism).
10. Advance payments paid in the amount and by the due date according to the payment schedule for the given month will be deducted in the invoice.
11. The maturity period of the final invoice is 21 days from its issuance date.
12. The TS Operator is not in arrears with the payment of the invoice if the entire invoiced amount is credited to the account of the Provider not later than the last day of maturity.
13. Invoices for contractual penalties are due within 14 days from the invoice delivery date. The Contracting Party has the right to set off the contractual penalties stipulated in the contracts concluded in accordance with this chapter against other financial transactions towards the obliged party.
14. TSO and the Provider may agree that handover of invoices will be carried out electronically.
15. If the maturity date of the final invoice or pro-forma invoice is on Saturday, Sunday or a public holiday, the maturity date is deemed to be the following working day.
16. In case of delay with settlement of the due payment, the TS Operator is entitled to invoice the late payment interest amounting to 1M EURIBOR + 8 % p.a. from the due amount for each started day of delay (with a 360-day accounting year). The value of 1M EURIBOR valid as of the first day of delay with a payment will be used for the interest calculation. If 1M EURIBOR does not reach a positive value (negative value), 1M EURIBOR equal to zero will be used for interest calculation. The late payment interest is due within 14 calendar days after the invoice delivery date. At the same time, the invoice will be sent to the address of the generator registered office by a registered mail.
17. If one of the contracting parties pays the late payment interest to the other contracting party which was invoiced without authorization, the contracting party in favour of which such interest was paid is obliged to return it immediately.

5.15 Dealing with Cases of Non-Fulfilment of the Contractual Conditions Related to the Provision of Ancillary Services and Regulation Electricity Supply

1. In case of failure to meet the conditions, the authorized person of the affected Participant informs the other party immediately on the non-performance and will invite it for remedy. TSO and the Provider will always act in a way so that all information on non-fulfilment of the conditions and potential consequences is given to the other party on time and, if possible, so that the non-fulfilling party has the possibility to perform remedy on time.
2. Both parties will always act with regard to the provisions on general damage prevention in accordance with the relevant provisions of the Commercial Code.
3. In case of a dispute regarding the failure to fulfil the terms and conditions, TSO and the Provider act in accordance with the following provisions.

4. The Provider and TSO will make every effort to settle potential disputes resulting from contracts in an amicable manner. However, if there is a dispute, both parties will act in a way so as the situation is accurately described and there is a sufficient time period to obtain the documents.
5. The disputed issues are discussed by the assigned persons in the particular area of the dispute specified in contracts in accordance with Chapter 5 and/or by the authorized representatives of the parties. The claiming party is obliged to invite the other party in writing to resolve the dispute, while describing the dispute and if the claim is appraisable in monetary term, the amount expressing the value of the claim is provided or the requirement for remedial measures is defined and the evidence supporting its claim is submitted.
6. The invitation will be delivered to the other contracting party in person or by a registered letter to the address of its registered office in case of a legal entity or to the address in case of a natural person.
7. Authorized persons of both contracting parties will meet on the agreed date and in the agreed venue. Unless the agreement is reached on the date and venue of the meeting, the authorized persons of both contracting parties will meet on the 7th working day from the invitation delivery at 10 a.m. in the registered office of the contracting party invited for discussion.
8. The subject of the invitation will be discussed at the meeting of the authorized persons of both contracting parties and the minutes will be executed from the meeting, including a proposed solution. If an agreement has been reached regarding the proposed solution of the disputable issue in full extent, the minutes are signed by the authorized persons of both contracting parties and submitted for subsequent approval and comments to the persons appointed by both contracting parties for such case. If an agreement is reached only about a part of the disputed issue, the part in regard to which an agreement has been reached regarding the proposed solution and the part which remains disputable will be precisely divided and described in the minutes.
9. The assigned persons in accordance with point 5, are obliged to comment on the proposed solution of the disputed issues not later than 20 working days after the minutes were taken and to deliver their written comments on the proposal to the other contracting party to the address of its registered office or to the addresses provided in the Contract.
10. Unless a conciliation solution of the disputed issues is reached within two months from the delivery of the invitation, the contracting party interested in that may refer its complaint to the competent administrative authority or bring an action before the competent court while notifying the other contracting party thereof by a registered letter. Both contracting parties are obliged to act in accordance with the Operational Rules and the Contract during the period of the dispute existence.

5.16 CONDITIONS FOR TRADE SECRET PROTECTION AND DATA STORAGE

1. The Provider and TSO will protect and not disclose the confidential information to the third parties. None of the parties will information on the contents of the Contracts concluded in accordance with the Operational Rules to the third party without a written consent of the other party. Similarly, the parties will protect confidential information and facts forming a trade secret of the third party and provided by such third party to any of the contracting parties with a

permission for their further use. The confidentiality obligation lasts during the entire period of existence of facts forming the trade secret or during the entire period of existence of the interest to protect confidential information.

2. This provision does not apply to the information obligation resulting from the generally binding regulations. TSO is authorized to provide information upon request, in particular to the European Commission, the Office, the Ministry, the Slovak Trade Inspection or the Anti-Monopoly Office of the Slovak Republic. TSO is not obliged to inform the affected Provider about the provision of data.
3. TSO may use information of the technical character in the necessary extent in regard to the obligation to manage the ES of SR. Furthermore, TSO is also authorized to provide or disclose the data on PpS in a summary form for individual PpS and time segments.
4. The Provider may provide information of the technical character in the necessary extent to the company, which operates its electro-energetic facility providing PpS, or to the company, which owns the Provider.
5. TSO keeps all written, e-mail and fax documents related to the purchase of PpS and the communication between TSO and the Providers, for at least 3 calendar years since their creation. After the end of this period, TSO has the right to destroy these documents, and has the obligation to ensure appropriate protection of data against access by the third party.
6. Electronic communication is stored in archives and databases for at least 5 calendar years from their establishment. When destroying data mediums, TSO will ensure appropriate protection of data against access by the third party.
7. Logs of the recorded telephone calls are archived in accordance with the Dispatching Rules. TSO has the right to destroy them after this period, and is obliged to ensure appropriate protection of the logs against access by the third party.
8. TSO will secure all archives and databases for data storage against access by the third party. The protected data will be made available only to the authorized employees of TSO. TSO will adopt the documentation that shall determine the group of protected information and data, their archiving method and the group of people - TSO employees that have access to individual groups of data.

5.17 DATA PUBLICATION

1. Information on the volume of regulation electricity supplied for the purpose of covering the system imbalance in a given trading hour shall be published on the Website in quarter-hourly resolution, immediately after the end of the respective quarter-hour, and the data on the instantaneous value of the supplied regulation electricity in minute resolution will be published in three-minute intervals.
2. By 30 September of each year, the estimated total value of PpS performance availability needed to ensure the electricity system reliable operation on the defined territory for the following year shall be published on the Website, broken down according to the individual types of PpS availability for the provision of positive RE and the individual types of PpS availability for the provision of negative RE.
3. TSO publishes the data on PpS and RE activations on the Website:

a) continuous preliminary assessment of magnitude of the RE procured for the last 12 hours with an hour offset, broken down into regulation electricity supplied from the defined territory and imported electricity;

b) preliminary values of the volume and weighted average of prices of the actually provided PpS according to individual types, for each trading hour of the previous day;

c) final values of the volume and weighted average of prices of the actually provided PpS according to individual types, for each trading hour of the previous month after the end of monthly evaluation;

d) rules and conditions of PpS procurement.

e) INP Contract and calculation method of RE price accounted in the INP system among TSO.

4. Rules of communication through TSO IS (Damas Energy - SEPS (sepsas.sk)).

5. TSO publishes the data on the balancing market in accordance with Commission Regulation (EU) 2013/543 on the website https://transparency.entsoe.eu.

6. Rules and Conditions for Electricity Purchase to Cover Losses in the Transmission System and/or for TSO Self-Consumption

6.1 Conditions for Electricity Purchase to Cover Losses in TS and/or for TSO Self-Consumption

1. Pursuant to the Energy Act, TSO is entitled to purchase electricity to cover losses in TS in a transparent and non-discriminatory manner in compliance with the relevant provisions of the valid price decree.
2. To ensure transparent and open procedure, TSO purchases the electricity to cover losses in TS in the following manner:
   a) by a tender (hereinafter referred to as “VK”),
   b) by purchase on the short-term market in electricity,
   c) by a purchase on the electricity exchange.

3 During purchase of electricity, TSO reserves the right to determine the period for which it will purchase electricity to cover losses in TS with the aim to ensure the necessary amount of electricity to cover losses in TS corresponding to the anticipated operation of the ES of SR with regard to the possibility of adjustment of prediction for the required volumes and the predicted price development on the electricity market.

4. The accurate conditions of purchase are specified in the conditions of VK.
5. A criterion for selection of bids for the purchase of electricity to cover losses in TS is the bid price of electricity in EUR/MWh or criterial function and further criteria defined in the VK conditions.
6. Moreover, a similar approach may be applied to the purchase of electricity for the TSO self-consumption which may be arranged together with the purchase of electricity to cover losses in TS, as well as individually.
7. In the regime of own responsibility for imbalance, TSO may within the short-term or intra-day trades sell the surplus of electricity or purchase the missing electricity using standard tools, which is not considered to be electricity trading.
8. Purchase on the short-term market in electricity or electricity exchange is governed by the relevant rules of the short-term market or by the exchange rules. The conditions and limits of purchase is approved by the company Board of Directors.

6.2 Procedure for Purchase of Electricity to Cover Losses in TS and/or for TSO Self-Consumption

6.2.1 Time Horizon of Purchase

1. Electricity to cover losses in TS and/or for TSO self-consumption is purchased in tenders that may be carried out within the following time horizons:

a) long term purchase (annual) - electricity is usually purchased for the period of one year. The subject-matter of demand is the total required quantity of electricity for the relevant period. If necessary, TSO reserves the right to announce VK also with other announcement date;

b) mid-term purchase - electricity is purchased for more than one calendar week and for less than one calendar year;

c) short term purchase (daily) - electricity is purchased for individual trading hours of the following day in the form of tender in TSO IS or at the short-term market in electricity.

6.2.2 Invitation to Tender

1. Invitation to tender for the long-term purchase will be published by TSO on the Website and/or via TSO IS, not later than 14 days prior to the deadline for receiving bids or not later than 14 days prior to expiry of the time period for submission of application for participation. In case of mid-term and short-term purchase, the time period is determined with regard to the TSO needs.
2. In case of tenders that will be announced via TSO IS, the given VK is governed by the conditions published on the Website.
3. In the event of a sudden shortage of electricity for losses occurring during electricity transmission and for self-consumption for the day D beyond the contractually agreed values, it is possible to ensure the increased requirement and to negotiate the purchase via TSO IS or by telephone and/or e-mail.

6.2.3 Specification of the Tender Conditions

1. The VK conditions must contain at least the following parameters:
   a) period of supplies;
   b) criterial function for unambiguous evaluation of bids;
   c) minimum period of the binding validity of a bid;
   d) deadline for bid submission;
   e) deadline for announcement of the VK results;
   f) method of ensuring responsibility for imbalance (regime of own responsibility for imbalance or regime of delegated responsibility for imbalance).
2. In case of daily purchase, subpar. c) and f) of paragraph 1 do not apply.

6.2.4 Content of Bid Outside TSO IS

1. The bids have a unified structure prescribed by the VK conditions which is binding for all bidders. It includes in particular:
   a) basic identification and contact information;

   completing the form prescribed by the VK conditions which includes a price or a criterial function in the specified structure and the offered volume.

6.2.5 Delivery of Bids Outside TSO IS

1. The bidder will deliver a bid containing the above-mentioned data, in writing, in the sealed envelope to the TSO filing office within the deadline specified in the VK conditions.

   The TSO filing office will mark the envelope with the day and time of the bid takeover and, if the bidder is interested, it will issue the bidder a confirmation of takeover of the bid specifying the place, date and time of the bid takeover.

2. The bids delivered after the deadline for bid submission will not be accepted.

6.3 Delimitation of Entities Which May Supply Electricity to Cover Losses in TS and/or for TSO Self-Consumption

1. The participants of the electricity market complying with the following conditions are authorized to submit bids for VK:

   a) as of the date of the bid submission, it has a Contract on evaluation and settlement of imbalance concluded with OKTE, a. s. or it submits a declaration of honour that it will conclude such contract for the relevant year at least 1 calendar week prior to the first day of supply;

   b) by the moment of the bid submission, it accepts the VK conditions without reservations and it submits a signed Framework Contract for purchase of electricity to cover losses in the transmission system and for self-consumption of substations (hereinafter referred to for Chapter 6 as “Contract”) which forms a part of the VK documentation.

2. If necessary, TSO is entitled to declare daily VK for the purchase of electricity to cover losses and/or for self-consumption.

6.4 Method of Bid Evaluation for Electricity Supply to Cover Losses in TS and/or for TSO Self-Consumption

1. The provisions of paragraphs 2 and 3 of this Chapter apply to tenders carried out outside TSO IS.
2. TSO appoints a commission consisting of at least three participants from the TSO employees.
3. The commission will open envelopes under protocol and it will exclude all bids not meeting the prescribed requirements in accordance with the VK conditions.
4. In case of valid bids, the criterial function defined in the VK conditions will be evaluated.
5. Entity/entities with the best final value of the criterial function becomes/become the VK winner/winners.
6. If two or more bidders achieve the same final value of the criterial function, the order of bid submission is decisive (i.e. the date and time of submission).

6.4.1 Announcement of Tender Results and Contract Conclusion

1. TSO will announce the VK results within the deadline and in the manner defined in the VK conditions.
2. TSO will send to the VK winner/winners (hereinafter referred to as the “Contractor”) a notification of the bid success and the Contract immediately after the evaluation and approval of the VK results by the company bodies, unless otherwise defined in the VK conditions.
3. The Contract comes into effect on the day of its signing by the contracting parties, unless otherwise specified by the Contract.
4. The current wording of the Contract is published on the Website.

6.4.2 Tender Cancellation

1. TSO is entitled to cancel VK or not select any bid at any time during VK until the result announcement. In the event of the VK cancellation or if TSO does not select any bid, the participants of this VK have no legal entitlement to any compensation or financial implementation from TSO.
2. TSO will cancel VK if there is a reasonable suspicion of distortion of the competitive environment, agreements among the VK participants and other facts that may affect transparency and non-discriminatory character of VK.
3. In the event of unsuccessful VK, TSO is entitled to purchase electricity to cover losses in the form of direct assignment for a maximum period of a quarter of the year, until the baseline documents for new VK are prepared.

6.5 DISPUTE RESOLUTION

1. TSO and the Contractor proceed as follows in case of dispute resolution:
   a) TSO and the Contractor will proceed in a way so as to objectively explain the disputed situation and to provide the necessary collaboration for this purpose;
   b) The claiming contracting party is obliged to invite the other contracting party in writing to resolve the dispute while it will describe the dispute in detail and refer to the provisions of a legal regulation, Trading Conditions or the mutual Contract, and it will submit copies of evidence materials supporting the claim. Moreover, if the claim is appraisable in monetary terms, it will also state the amount expressing the value of the claim;
   c) The invitation is delivered to the other contracting party in person or by a registered letter to the address of its registered office in case of a legal entity or to the address in case of a natural person.
   d) Authorized persons of both contracting parties will meet on the agreed date and in the agreed venue. Unless the agreement is reached on the date and venue of the meeting, the authorized persons of both contracting parties will meet on the 7th working day from the invitation delivery at 10 a.m. in the registered office of the contracting party invited for discussion;

e) The subject of the invitation will be discussed at the meeting of the authorized persons of both contracting parties and the minutes will be executed from the meeting, including a proposed solution. If an agreement is reached regarding the proposed solution of the disputed issue in full extent, the minutes taken by the assigned persons of both contracting parties are signed and submitted for the subsequent approval and comments to the persons appointed for this case. If an agreement is reached only about a part of the disputed issue, the part about which an agreement has been reached regarding the proposed solution and the part which remains disputable will be precisely divided and described in the minutes.

f) Statutory bodies of TSO and the Contractor or their authorized representatives are obliged to comment on the proposed solution of disputed issues not later than 20-working days from the date of the minutes taking and to deliver their written opinion on the proposal to the other contracting party to the address of its registered office or to the address;

g) Unless a different agreement is reached within the period of 60 calendar days from delivery of the invitation, the contracting party interested in that may file an action to the competent court or refer the complaint to the competent administrative authority while notifying the other contracting party thereof by a registered letter. Both contracting parties are obliged to proceed in accordance with the Operational Rules and the valid Contract during the period of the dispute existence.

7. Data Provision

7.1 Provision of Data to the TS Operator by Participants

1. Market participants shall submit the data to TSO within an annual, monthly and daily preparation for operation, as well as the information on structural data, real-time data, emergency, de-energised or restoration data and other data according to the Document D of the Technical Conditions (Chapter 3 Scope of Exchange of TSO Data with RDSO and VPS).
2. On a weekly basis, via the Website according to Document S of the Technical Conditions (Chapter 4.6), RDSOs shall submit to TSOs the data on the installed capacities for connecting new electricity generating facilities and for increasing the installed capacity of the existing electricity generating facilities, including local sources, connected to the ES of SR, in accordance with Article 5 par. 9 of Act No. 309/2009 Coll. on Promotion of Renewable Energy Sources and High Efficiency Combined Generation and on amendment of certain acts.
3. The Participants shall submit the data to TSOs for the purposes of the system development in accordance with Chapter 11.3 of the Operational Rules.
4. The market participants shall submit data to TSOs for the purposes of the resource adequacy assessment in the ES of SR according to the requirements provided in Document N of the Technical Specifications (Chapter 1.2).
5. Moreover, the Participants shall submit the data to TSOs in accordance with Chapters 3.5, 5.1 and 5.13 of the Operational Rules, as well as other data in accordance with the Market Rules.

7.2 Provision of Data By TS Operator To the Relevant Participants

1. TSO shall provide the short-term electricity market organizer with the measured, evaluated and processed data in the required scope and quality (Chapter 3.5).
2. The method of providing the measured and evaluated data in the required scope and quality by the relevant Participants is described in Chapter 5.17.
3. The method and structure of publication of data on the expected free tradable transmission capacity on cross-border profiles on individual days and hours offered to the Participants, as well as on prices for reserved capacity, is set out in Chapter 4.14.
4. The basic auction rules, or a link to the auction rules and the relevant auction office can be found in Chapter 4.
5. The conditions for reservation of capacities from auctions and transfer of capacities are set out in Chapter 4.
6. Information on the allocated capacities of cross-border profiles by hours and days, their utilisation and aggregated data on the capacities actually used are presented in Chapter 4.
7. TSO shall publish daily, monthly and yearly data on cross-border power flows, including cross-border power flows through the distribution system, planned and actual cross-border exchanges of electricity at the transmission system level on the Website.

8. Structure and method of publication of information on:

   - interim preliminary evaluations of the amount of regulation electricity procured in the last 12 hours with an hourly shift, broken down into regulation electricity supplied from the defined territory and imported electricity,
   - the volume of the supplied regulation electricity to cover system imbalances in the given trading hour at quarter-hourly resolution,
   - preliminary values of the volume and weighted average of prices of the actually provided ancillary services according to the individual types, for each trading hour of the previous day,
   - final values of the volume and weighted average of prices of the actually provided ancillary services according to individual types, for each trading hour of the previous month after the end of monthly evaluation,
   - rules and conditions of the ancillary service procurement

   is provided in Chapter 5.17.

9. Furthermore, TSO publishes on the Website the data on:

   - total electricity generation on the defined territory,
   - total electricity consumption on the defined territory,
   - the rules and conditions of electricity purchase needed to cover losses and self-consumption.

8. Claim Procedure Relating to Chapters 2 and 3

1. In case of a claim by the Participants referred to the transmission system operator due to reasons arising from the breach of mutual contractual relationships or other type of error resulting from the breach of contractual relationships, both contracting parties will proceed in accordance with this claim procedure.
2. The Participant is entitled to claim non-compliance of the obligations or errors arising from the contractual obligations at TSO in the form of a written claim sent by electronic mail to the address: reklamacie@sepsas.sk.
3. The claim can be filed only by the person defined in the relevant contract as a person authorized to file a claim, or as a contact person.
4. Each claim must meet the following requirements:
   - commercial name of the Participant,
   - X EIC code,
   - subject of the claim,
   - Contract on which the subject-matter of the claim is based, it is necessary to specify the contract number and a reference to the provision in the contract and/or other regulation, the non-compliance of which is claimed,
   - identification of off-take or supply point, Z EIC code,
   - justification of the claim or submission of a copy of the evidence.
5. In case of a claim regarding the billing measurement, the Participant is obliged to fill in the form for claiming the measured data, which is provided in this chapter and also published on the Website. Only the claim containing all requirements listed in the form shall be deemed to be a legitimate claim and will be sent not later than the 10th calendar day of the following month.
6. In case of claim regarding invoices is the Participant required to specify, in addition to the requirements under paragraph 4, also the following:
   - - number of the claimed invoice,
   - the amount.
7. The claim can be exercised TSO not later than 6 months since the day of potential origination of the claim due to the error. A special deadline applies to the claims regarding the billing measurement in accordance with point 5. TSO will not consider the claims delivered after this deadline.
8. The claim will be reviewed and evaluated by TSO within 30 days of its delivery. Response of TSO will be sent to the Participant to the email address from which the claim was received.
9. If it is necessary to provide additional data by the Participant in regard to the subject-matter of the claim, TSO is entitled to suspend the complaint procedure until the submission of the required data.
10. TSO will review each claim according to the valid legislation relating to the subject-matter of the claim and in accordance with the valid contractual relationship under which is the claim is made.

11. If a billing error is proved, the Participant is entitled to the settlement of the incorrectly billed amounts. A corrective invoice will be issued within 30 days from the date of the claim recognition.
12. If the claim was rejected by TSO or if the Participant disagree with its handling, the Participant is entitled to proceed in accordance with the Regulation Act by submitting a proposal for resolving the dispute to the Office.
13. The Participant must submit the proposal within 1 year from the breach of the obligation of the party to the litigation while the proposal must meet the requirements in accordance with Article 38 par. 5 of the Regulation Act.

FORM FOR COMPLAINT IN REGARD TO METERED DATA

EIC code of the entity making complaint (X-type EIC code)	
1. EIC code/OOM codes (Z-type EIC code/codes)	
2. Time span of the complained data for OOM format dd.mm.yyyy hh:mm – dd.mm.yyyy hh:mm	
3. Proposal of replacement data for OOM for the given time span format dd.mm.yyyy hh:mm – proposed value[1), 2), 3).]	
4. EIC code/codes of the metered profile/profiles (Z-type EIC code/codes)	
5. Time span of the complained data of the metered profile/profiles format dd.mm.yyyy hh:mm – dd.mm.yyyy hh:mm	
6. Proposal of replacement data for the metered profile/profiles for the given time span format dd.mm.yyyy hh:mm – proposed value[1), 2), 3).]	
7. Justification of the complaint due to demonstrable - differences between data from metering of the operator and the TS user while the user proves correctness of its data	

Note:

[1)] Value entered in MW, rounded to three decimal places.

[2)] In case of proposal of new data, it is necessary to provide the description of their acquisition method.

[3)] In case of proposal of new data with a larger time span it is necessary to send these values in a separate annex. In the appropriate section of the form, please, specify “see the annex”.

Caution:

In case of failure to fill the items in the aforementioned table, it will be impossible to exercise the complaint.

9. Request for a TSO Opinion on the Application for Issuance of the Certificate for Building the Energy Facility

1. Except as defined by law, the construction of an electro-energetic facility may be carried out only on the basis of a certificate for the construction of the energy facility (hereinafter referred to as the "Certificate") issued by the Ministry of Economy of the Slovak Republic.
2. A part of the application for issuing the Certificate is a TSO opinion on the data exhaustingly defined in the Energy Act (hereinafter referred to as “TSO Opinion”).
3. The owner of the given existing or planned electro-energetic facility or a person provably authorized by them is obliged to submit the Request for the TSO Opinion.
4. The request for the TSO Opinion must comply with all formal and contentual requirements. The formal and contentual requirements of the request are defined in this point. The request must be in the version of the form for the request for the TSO Opinion in accordance with Annex B of the Operational Rules, which is also available on the TSO website (Forms for download - SEPS (sepsas.sk)). The request must also contain all information required of the applicant by the form in question and be signed by the person(s) authorised to act on behalf of the applicant. The applicant is entitled to withdraw its request.
5. The completed request which is signed by an authorized person may be delivered to TSO electronically in the form of a scan by e-mail to the address stanoviskopps@sepsas.sk or by post to the address of the TSO registered office, or in person to the TSO filling office. The individual methods of delivery can be combined so that the form part of the request is delivered electronically and its annexes are subsequently submitted by post or in person. In this case, however, the envelope containing the attachments must bear a designation that it is a supplement to the request for the TSO Opinion.
6. A request for the TSO Opinion shall be deemed to have been received on the date on which TSO receives the request, which contains all its formal and contentual requirements. If the request does not contain all its formal and contentual requirements, TSO shall invite the applicant to complete the request within a reasonable period of time. The TSO Opinion shall be issued only if all the formal and contentual requirements of the request have been met.
7. If the content of the request shows that the investment plan does not have negative impacts in terms of the data on which TSO issues its opinion in accordance with law, within 30 working days from the date of receipt of the request, TSO shall deliver to the applicant an approving TSO Opinion stating this fact and reserving the required capacity for connection. TSO shall also deliver a copy of the opinion to the Ministry of Economy of the Slovak Republic.
8. If the content of the request shows that the investment plan has negative impacts in terms of the data on which TSO issues its opinion in accordance with law, within 30 working days from the date of receipt of the request, TSO shall deliver a negative opinion to the applicant stating this fact. TSO shall also deliver a copy of the opinion to the Ministry of Economy of the Slovak Republic.
9. If it is not possible to determine from the content of the request without elaboration of an impact study of the applicant's electro-energetic facility on the ES of SR (for the purposes of this chapter, hereinafter referred to as the "Impact Study") whether or not the investment plan has negative impacts in terms of the data on which TSO issues its opinion in accordance with law, within 30 working days from the date of receipt of the request, TSO shall deliver to the

applicant the TSO Opinion stating this fact. Moreover, TSO may invite the applicant to arrange a joint meeting, to supplement the input baseline documents for the Impact Study elaboration and may send the applicant a draft contract on a joint procedure for elaboration of the Impact Study. TSO shall also deliver a copy of the opinion to the Ministry of Economy of the Slovak Republic.

10. The purpose of the Impact Study is to identify and analyse the impact of the electro-energetic facility on the safety of operation of the ES of SR under different modes of operation of the electro-energetic facility and under different states of the ES of SR and to propose measures to eliminate any negative impacts of the applicant's electro-energetic facility on the ES of SR.
11. In view of the fact that it is necessary to rely on, inter alia, confidential information relating to the third parties in elaboration of the Impact Study, the Impact Study shall be prepared by TSO or its designated contractor.
12. The costs of the Impact Study shall be borne in full by the applicant, who commits to this by accepting the draft agreement on joint procedure for the Impact Study elaboration.
13. If the content of the Impact Study shows that the investment plan does not have negative impacts in terms of the data on which TSO issues its opinion in accordance with law, TSO shall deliver to the applicant a positive TSO Opinion stating this fact and reserving the required capacity for connection. The TSO Opinion in question may, inter alia, specify a list of necessary investments or other conditions, the need for which is apparent from the Impact Study. The TSO shall also deliver a copy of the opinion to the Ministry of Economy of the Slovak Republic.
14. If the content of the Impact Study shows that the investment plan has negative impacts in terms of the data on which TSO issues its opinion in accordance with law, TSO shall deliver a negative opinion to the applicant stating this fact. TSO shall also deliver a copy of the opinion to the Ministry of Economy of the Slovak Republic.
15. Issuance of the favourable TSO Opinion cannot be demanded by the applicant. TSO shall assess the request individually and in accordance with the legislation and these Operational Rules. If TSO issues a negative opinion, the applicant has the possibility to appeal to the competent court in accordance with the generally binding legal regulations.
16. Validity of the TSO Opinion is time limited in accordance with the provisions of the Energy Act.
17. The Request for the TSO Opinion for the purpose of issuing the Certificate does not replace the Application for Connection to TS and the TSO Opinion for the purpose of issuing the Certificate does not replace the conditions of connection. If, in accordance with the Market Rules, confirmation of the submission of the application for the Certificate issuance has not been sent to TSO within 30 days of the reservation of the capacity requested by the applicant, or if TSO has been informed of the entry into force of the decision to discontinue the proceedings or to reject the application for the Certificate issuance, the reserved capacity allocated in accordance with the preceding paragraphs shall lapse.

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10. Procedure for Removing and De-Branching the Trees and Other Vegetation Endangering the Safety or Reliability of Energy Facility Operation

1. Protective zone is established to protect facilities of the system and it is understood as the space in the immediate vicinity of the facility of the system, which is together with the space below the facilities of the system and above the facilities of the system designed to ensure reliable and smooth operation of the facilities of the system and to ensure protection of life, health and property of persons. The property owner is therefore obliged to respect the protective zone in accordance with the restrictions defined in Article 43 par. 4 of the Energy Act.
2. The authorization holder (hereinafter referred to as “TSO”) or a person appointed by them (hereinafter referred to as “Contractor”) has the right to remove and de-branch the trees and other vegetation that endanger safety or reliability of the energy facility operation, unless their owner did so after the prior notice.
3. After assessing the necessity to perform felling of vegetation in the protective zone of the electro-energetic facilities on the third-party property, TSO or the contractor will send an invitation to the land owner to perform felling of vegetation at least 15 days before the planned commencement of felling by TSO or the contractor. The owner is obliged to respond to this written invitation within the period specified in the invitation. The owner has the option to perform felling on its own under conditions agreed with TSO or to leave these activities to TSO or the contractor, and for this purpose give the permission to enter the land and to make the land available on the pre-announced date. In the event of failure to deliver the reply by the owner within the specified deadline, this is deemed to be the expression of consent with the performance of felling by TSO or the contractor. Similarly, if the invitation was not delivered to the owner or it was not taken over by the owner, the felling will be performed by TSO. TSO will repeatedly inform the owner on entering the land in writing.
4. If the owner is interested to perform the felling on its own, TSO will invite the owner to inspect the site and negotiate the scope and method of implementation of activities, estimated costs and the date of works performance. The owner must meet the basic prerequisites, i.e. professional competence to perform the given activity (Decree of the Ministry of Labour, Social Affairs and Family of SR No. 46/2010 Coll., establishing details on ensuring safety and health in forest work and details on professional competence for carrying out certain occupational activities and operating certain technical equipment), as well as the TSO requirements for occupational health and safety and fire protection. The owner is obliged to meet the reporting obligation or other legal obligation against the state administration or local self-government.
5. The scope means determination of the surface area in m^2, to remove and de-branch the trees and other vegetation endangering safety and reliability of lines operation while the owner is obliged to comply with the TSO conditions set for felling of vegetation determined in this manner.
6. The method means the agreed technological procedure that will be used for felling of vegetation (e.g. manually, mulching, extraction of trees, mowing etc.). Felling of vegetation in the protection zone of overhead electrical lines will be carried out during the operation of the lines. If the vegetation is dangerously close to the line conductors, the felling will be carried out with the line turned off, under supervision of a person with a certificate of professional competence of an electrical engineer in accordance with Article 23 of Decree of the Ministry of Labour, Social Affairs and Family of SR No. 508/2009 Coll., laying down details for ensuring safety and health at work

with pressure, lifting, electrical and gas technical equipment, and laying down the technical equipment considered to be the reserved technical equipment, as amended.

7. The estimated costs mean determination of the maximum price for felling of vegetation per 1 m^2 in the given location while the maximum price means a successful price quotation in the TSO tender for submission of bids of contractors for felling of vegetation. The price for felling of vegetation will be calculated by multiplying the unit price per m^2 and the felled area size.
8. The actual price of felling will be determined after the acceptance of works by the responsible person of TSO, on the basis of a mutually approved acceptance protocol, which will include a list of works carried out by the owner.
9. The date of completion of the works will be agreed as the final day, when the felling works are to be finished.
10. A record will be made of the aforementioned which will be approved and signed by both parties - the owner and the TSO representative.
11. During performance of these works, the owner is obliged to act in a way so as to avoid damage to health, property, nature and environment and takes full responsibility for his actions. The wood mass remains the property of the owner.
12. After the work completion, the owner will invite TSO to the handover and acceptance of the works, not later than 7 days from the agreed date of the work completion. If the owner fails to meet the agreed deadline, he is required to inform TSO of this fact in advance along with a request for an alternative date of the work completion. Potential claim for damages incurred by TSO due to delay in the work performance shall not be affected thereby. If the owner fails to meet the alternative date of the work completion, these will be carried out, or completed by TSO and the compensation of costs will not be provided to the owner at all, or it will be reduced by an aliquot amount corresponding to the unfinished work.
13. In the protocol on handover and acceptance of works, the actual scope, method and date of the performed works is to be provided. The handover and acceptance protocol includes a list of the performed works. If TSO detects any deficiencies during the takeover of the works, it will invite the owner to remove the deficiencies within the set time period. After removal of deficiencies, the owner will invite TSO to carry out an inspection. If the deficiencies are not removed sufficiently or within the set time period, TSO is entitled to reduce the agreed price by an aliquot portion. The potential claim for damages is not affected thereby.
14. The right for payment of the price arises to the owner by proper completion and handover of works After a complete handover and acceptance of works the owner issues an invoice that will meet the requirements under the VAT Act. The invoiced amount will be invoiced with the corresponding VAT under the VAT Act. Annexes of the invoice will include a list of performed works and a drawing of the performed works TSO will pay the submitted invoice within 60 days from its delivery date. If the invoice fails to meet the requirements, TSO is entitled to return it to the owner for correction. The period of maturity is suspended.

11. Transmission System Development

11.1 Planning and Development of the System, Ten-Year Network Development Plan

The fundamental starting points and approaches of TSO in the TS development, as well as the TSO own development plans, are summarised in the document entitled the Ten-Year Development Plan for TS (TYNDP), which TSO prepares in accordance with the requirements of the Energy Act[1]. On a bi-annual basis, TSO is obliged to process the transmission system development plan including the development plan for the interconnectors for the period of the following ten years and to hand it over to the Ministry of Economy of SR and RONI always by 30th April of the second calendar year in which the relevant ten-year plan network development plan of the system is fulfilled including the report on fulfilment of the Ten-Year Network Development Plan.

Pursuant to Art. 29 of the Energy Act, TYNDP should be based especially on the present and estimated future condition of the offer and demand for the system capacity, on the appropriate assumptions for electricity generation, electricity storage, electricity supply, electricity consumption, and exchanges in electricity with other countries. In the area of cross-border electricity exchanges and the development of the Slovak transmission system in relation to foreign countries, TYNDP takes into account the current ENTSO-E Ten Year Network Development Plan, which represents the development plan for the interconnected systems of the European countries associated in ENTSO-E. TYNDP is also prepared in accordance with the current Regional Investment Plan of the Continental Central East region under the ENTSO-E Development Committee.

External and internal analyses of SEPS, as well as documents and analyses of SEPS for the needs of state authorities of the Slovak Republic, working groups within ENTSO-E, outputs of SEPS representatives in bi- and multi-lateral working groups with other TSOs in the framework of the international cooperation and input baseline documents from users connected to TS as follows serve as a fundamental baseline document for TYNDP processing:

1. information from the individual specialized SEPS units,
2. current[2] knowledge on the DS development in the SR,
3. current[3] knowledge of SEPS concerning the upcoming construction of new electricity generating and electricity storage facilities
4. current[2] knowledge of SEPS about electro-energetic facilities of potential future TS users,
5. conclusions and assumptions resulting from the network calculations upon verification of the previous information (bottlenecks in TS and on the TS border profiles).
6. previous processing of TYNDP.
7. current[2] knowledge on the TS development of the neighbouring countries,
8. conclusions of impact assessment on TS as well as the technical data necessary for impact assessment on TS.

[1] standards for the development of transformation interconnections between TS and DS and standards for the development of the transmission system configuration are defined in the TSO Technical Conditions, Chapter C4

[2] at the time of preparation and provision of baseline documents for the TYNDP processing

[3] at the time of TYNDP processing but at the latest by the time the scenarios for the development plan processing are established

Pursuant to the Energy Act, the Ten-Year Network Development Plan must contain effective measures to ensure the system appropriateness and safety of electricity supplies while providing especially:

1. the main parts of the transmission system which need to be built or upgraded in the following ten years including their assumed implementation dates,
2. all investments in the transmission system related to building new TS facilities or upgrade of the transmission system the implementation of which was already decided upon by the transmission system operator or which will have to be implemented in the following three years including implementation dates of such investments.

TYNDP summarises and describes the major SEPS investments in the TS infrastructure which need to be implemented in the medium-term horizon to ensure the adequate transmission capacity, safe and reliable operation of the ES of SR, whether it is renewal or development of the TS infrastructure, while addressing the challenges caused by increased electricity demand, decarbonisation of industry, ageing infrastructure, spatial constraints and related placement issues, as well as, for example, environmental problems.

11.2 CRITERIA FOR DEVELOPMENT AND THEIR EVALUATION

The criteria for the TS development planning are to ensure adequate development of the TS infrastructure, renewal of TS facilities according to evaluation of their current condition, taking into account the requirements of the existing and new TS users to ensure reliability and security of electricity transmission both in the Slovak Republic and abroad. Special attention must be paid to coordination of TSO planning with the distribution system operator, with electricity generators, electricity consumers from TS and with neighbouring TSO which are integrated in the interconnected systems of the member states and third states. Further criteria of the long-term TS development planning focus on the effective sustainable development and creation of the conditions for fluent securing the standard transmission services in terms of the operational security with searching for the solutions with the lowest costs for final consumers of the electricity power in the Slovak Republic being the basic criterion. The obligation to provide for the TS development is being imposed on SEPS, as the operator of TS in the Slovak Republic by the Energy Act. The criteria for the TS development planning are intertwined and their evaluation requires a comprehensive and sophisticated approach to ensure effective and sustainable TS development.

One of the basic instruments for the TYDNP processing include the network calculations which must be processed based on the submitted input baseline documents at least for two time cross-sections of the future ten-year period, i.e. for the time cross-sections in the years R+5 and R+10. It is required so that the TS users focus on complexity and correctness of the data in preparation of their baseline documents especially for the years of the respective time cross-sections. In case of the time cross-section for the years R+5, it is required so that the input baseline documents from the TS users can be submitted with as high accuracy and binding character as possible while in case of the regional distribution system operator it is necessary they can correspond to the “System Development Plan for the Period of the Next 5 to 10 Years” submitted to the Ministry of Economy of SR and to the Office on a bi-annual basis by 30th November and in case of electricity generators with the “System Development Plan for the Period of 5 Years” submitted to the Ministry of Economy of SR on an annual basis by 30th November (if the total installed capacity of the electricity generating facilities of the electricity generator exceeds 50 MW). The data for the time cross-section of the years R+10 should be processed on the level of the qualified technical estimate, however, within the same extent as in case of the previous time cross-section for the year R+5.

A. "Safety and Reliability of TS Operation" Criterion

The following factors are considered

- safety and reliability of electricity supply for the entities connected to TS,
- safety and reliability of power export from the electricity generating and storage facilities connected to TS,
- impact of cross-border electricity exchanges on safety and reliability of TS (transit),
- impact of electricity consumption and generation on the territory of the Slovak Republic (balance),
- impact of the technology of the electricity generation, consumption and storage facilities of the users directly connected to TS on the stability of the system.

- **Congestion of TS Elements**

Congestion of TS elements is evaluated from the computational model for the basic connection (N state) of the transmission system, or its maintenance states, on which the contingency analysis is conducted (N-1 state or N-1-1/N-2 state)

Based on these results, TSO shall propose the investment projects that will eliminate congestion on TS elements.

Congestion of TS elements is also monitored when assessing the optimal development of cross-border interconnections. TSO implements investment projects to remove line congestion on cross-border profiles only after prior mutual agreement with foreign partners, based on bilateral network analyses and feasibility studies of the projects under consideration.

In order to identify a bottleneck in the transmission of electricity over cross-border profiles, the transmission capability of the cross-border profile shall be determined on the basis of maximum transmission capacity calculations.

- **Voltage Conditions in TS and Reactive Power Control**

Voltage conditions in TS are evaluated for the basic connection of the transmission system (N state) or its maintenance states, on which the contingency analysis is performed (N-1 state or N-1-1/N-2 state).

At the same time, the maximum value of reactive power flow along cross-border lines is monitored.

TSO shall monitor sufficiency of compensation means and non-frequency ancillary services to maintain voltage and reactive power flows on cross-border lines within the operating limits.

Should TSO determine by calculation that there is a risk of insufficient volume of compensation means or non-frequency ancillary services to maintain voltage or reactive power flows on cross-border lines within the operating limits, the analyses of the voltage conditions in TS and the reactive power flows shall result in a proposal for installation of new compensation means in TS, as TSO uses the provided non-frequency ancillary services to the full extent.

- **System Stability**

TSO analyses the stability of the system in the range of:

- critical short circuit time (CCT) of generating facilities,
- occurrence of oscillations in the ES of SR,
- electricity quality (higher harmonics, flicker, asymmetry, etc.),
- immediate changes in performance due to technology,

- voltage stability etc.

The results of the analysis carried out in order to define the commercial and technical conditions for the connection of applicants to TS and subsequently for further analysis of the TSO development needs, are compared with the limits set out in the TSO Technical Conditions.

B. "TS Dimensioning for Short-Circuit Resistance"

Short-circuit conditions in TS are evaluated by calculations of symmetrical and non-symmetrical maximum short-circuit currents according to STN EN 60909-0. The aim is to verify whether short-circuit resistance of new or the existing TS facilities meets the planned changes in TS SR.

Based on these results, TSO decides on short-circuit dimensioning of new substations or the necessary reconstruction of the existing substations or the installation of facilities to limit short-circuit currents.

C. "Feasibility of Development Plans" Criterion

This criterion assesses the variation of technical solutions for the identical problem, their time and procedural complexity, location and economic feasibility, taking into account the most cost-effective and justified use of investment funds.

11.3 COOPERATION OF TSO WITH THE PARTICIPATING ENTITIES IN THE FIELD OF THE SYSTEM DEVELOPMENT

11.3.1 The Input Baseline Documents for the Needs of TYNDP Processing

The input baseline documents and the data required from the TS users that are obliged to provide these input baseline documents to TSO pursuant to the Energy Act are of immense importance for the TYNDP quality. As the TYNDP processing is time-consuming, this data must be submitted to TSO one year prior to the start of the TYNDP processing (year R-1, where R is the year of the TYNDP processing), in an electronic form, **not later than 30th November**. The detailed breakdown and scope of the input baseline documents is specified on N1 to N3 sheets of Document E in the SEPS Technical Conditions[4].

Pursuant to the Energy Act, SEPS is entitled to request the electricity generators connected to TS and/or providing ancillary services for additional technical data on their electricity generating facilities, which will be specified in detail in the TSO request. Electricity generators are obliged to deliver the following data to SEPS within 30 calendar days from the TSO request delivery.

A baseline document for determining the balance calculations are the data from the winter national measurement (3rd Wednesday in January) and the summer national measurement (3rd Wednesday in July) or according to the date set by ENTSO-E. The data for setting up the calculation model of the foreign cooperating systems shall be exchanged in the regular meetings within the ENTSO-E working groups and these systems shall be modelled with a full scheme or a substitute equivalent (in dependence on the mutual exchange of baseline documents). The data in the calculation models shall be updated on annual basis.

[4] The eventual provision of the data acquired in this way to the external solver (third party) from TSO shall be treated by the contract between the awarding authority (TSO) and the selected external solver in which the purpose of use of these data and the obligation of the external solver to maintain confidentiality on the data provided shall be defined.

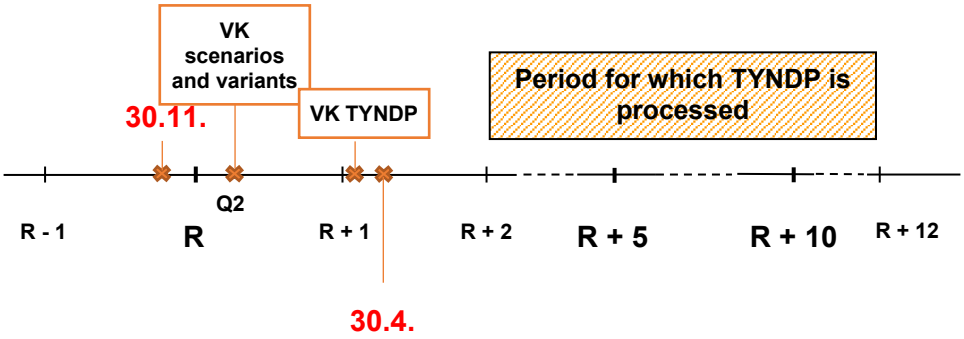

Fig. Timetable for TYNDP Processing

R	- year of TYNDP processing
30.11.	- submission date of the input baseline documents for the purpose of TYNDP processing from the TS users
R+5/R+10	- time cross-section for the network calculations
VK	- public consultation

11.3.2 Ensuring Elaboration of the Electricity Consumption Forecast in the ES of SR

SEPS as TSO shall be pursuant to the Energy Act obliged to provide for long-term reliable, secure, and effective system operation under the economic conditions while adhering to the environment protection conditions. Moreover, TSO shall be obliged to secure the system coordination and development and to prepare and provide the Ministry of Economy of the Slovak Republic with the baseline documents required for elaboration of the resource adequacy assessment at the national level, upon the request by the Ministry to ensure processing of analyses of the balance between the electricity offer and demand for the purpose of preparation of the energy policy and the documents for the system development.

Pursuant to these obligations, in accordance with Article 28 par. 1 subpar. j) of the Energy Act, TSO shall ensure elaboration of the electricity consumption forecast in the SR for the long-term time horizon. For the purpose of elaborating this forecast, it is inevitable for DSOs, upon request of TSO, to provide the documents according to the sheets N4 of Document E of the Technical Conditions of the SEPS.

11.4 Standards for Development of Transformation Interconnections Between the Transmission System and the Distribution System and Standards for Development of the Transmission System Configuration

The development of the TS/RDS transformation capacity must be carried out in close cooperation between the TS operator and the individual RDS operators.

The assessment and evaluation of the TS/RDS transformer adequacy in the individual connection points of the RDS operator to TS is significantly influenced by the existing size of the TS/RDS transformer capacity, operation of the node areas and the existing state of the RDS-level interconnections among the individual connection points or the individual node areas at the RDS level. For the purposes of evaluation and control of the TS/RDS transformer sufficiency of each node area, the maximum for TSO is the node area balance which also serves as an indicative parameter

for the timely and efficient development of the TS/RDS transformation. At evaluation of the TS/RDS transformation power sufficiency, the RDS operator shall consider the assumed development of the load and generation in the respective node area and also inevitable backup transformation power required for securing supply of the surrounding node areas in case of unplanned failures of the TS/RDS transformations or unplanned failures of the RDS interconnections.

The reinforcement of the TS configuration (construction of power lines) results from the requirements of the existing and new TS users as well as from the results of the network analyses for the TYNDP processing.

12. Final Provisions

12.1 COMMUNICATION

1. Communication between TSO and the User is in writing, by e-mail or via electronic communication, and in exceptional cases, by telephone, while the following conditions and procedures are taken into account:

   a) in writing - a written form of communication means delivery of written documents in person, by registered mail or by a courier; the delivery is to be made to the filing office TSO at the registered office of SEPS, unless another address for delivery of written documents is specified in the relevant contract or on the Website; the envelope must be marked with the type of document (e.g. Request for re-evaluation of ... Completion of data on..., Claim regarding data ... etc.); the TSO filing office will indicate the date and time of delivery on the received document; the filing office will confirm the date and time of delivery to the delivering person on a copy of the documents or their list; the delivery is possible during working hours of the filing office (Information on the filing office: Všeobecné kontakty - SEPS (sepsas.sk); the taken over written document is registered in the TSO filing office carrying a registration number, date and time of takeover;

   b) via electronic communication, electronic mail (e-mail) - messages received by electronic mail are delivered at the time of their receipt to the e-mail server of TSO while the evidence is an extract from the logs of the relevant e-mail server of TSO or from the server of the internet service provider for TSO; the message is duly taken over by TSO only if the receipt was subsequently confirmed by TSO to the sender by a delivery message; the message must include identification of the sender, subject-matter of the message and contact data of the sender. Messages having the character of a legal act must be electronically signed using a qualified certificate in accordance with the relevant legislation of the Slovak Republic or the European Union; standards for electronic communication are published by TSO on the Website;

   c) by electronic communication, by submitting to TSO IS - the receipt of data must be confirmed by a notification in the information system; the data are delivered to TSO at the moment of its receipt on the TSO server, and the evidence is an extract from the logs from the relevant TSO server, or from the server of the provider of internet services for TSO; data are duly taken over by TSO only if their receipt was confirmed by a message to the sender in TSO IS; TSO shall not be liable for any failures between the equipment of the User and the TSO server; moreover, TSO shall not be liable for failure to receive data or messages, if the message format was not respected in accordance with the terms of service of the relevant information system, which are published on the Website;

   d) by telephone - telephone communication is carried out only on the TSO telephone numbers published on the Website, or which are provided in the contracts between Users and TSO; TSO as well as the User have the right to record all calls on these lines; call records serve as evidence material in the event of disputes; TSO shall not be liable for the receipt of data, information or messages, if they were delivered by phone to other than the designated phone numbers; telephone delivery of data is used only in exceptional cases of failure of information systems, connection or communication by e-mail; if it is not such extraordinary operational situation caused on the part of TSO, TSO has the right to postpone the receipt of extensive

data transmitted by phone due to urgent reasons, and it shall not be liable for timely receipt of data under the data receipt deadline pursuant to the Operational Rules.

2. Each contract establishes appointed persons for individual tasks for communication between TSO and the contractual partners. These appointed persons are entitled to communicate in the relevant matter on behalf of TSO. Unless expressly stated so in the contract, the appointed persons do not have the right to conclude any contracts on behalf of TSO or amend already concluded contracts. Any negotiation of the contract amendment by the appointed person is only a proposal for the amendment of the contract and is subject to approval by the statutory bodies of the company or their authorized representatives.
3. In case of joint meetings, the valid results of the meetings must be included in the minutes from the meetings signed by the participating parties.

12.2 PREVENTION OF DAMAGES, CIRCUMSTANCES EXCLUDING LIABILITY

1. TSO and the User shall pay increased attention to the prevention of damages, and especially to the general prevention of damage according to the applicable regulations. The party breaching its obligation, or which, taking into account all circumstances, should know that it will breach its obligation under the contract, is required to notify the other party of the nature of the obstacles that prevents it or will prevent it from fulfilling its obligations and of the consequences thereof. The notification must be sent without undue delay after the obliged party learned about the obstacle, or after it could have learned about it with due care. The notification of the obstacle is to be sent by e-mail, telephone, or in the form of SMS message. Provision for compensation of damage shall be governed by the provisions of the Commercial Code and subsequent agreements of the parties.
2. TSO and the User are entitled to claim damages caused by breaching the obligation by the other party. If the damage was caused by breaching the obligations covered by a contractual penalty, the aggrieved party shall be entitled to claim damages in the amount exceeding the already paid penalty.
3. The Parties are released from liability for partial or full non-fulfilment of contractual obligations, in cases and under the conditions where this non-fulfilment was the result of the circumstances excluding liability under the provisions of the Commercial Code, the Energy Act and the Rules of Operation.
4. An obstacle, which occurred after the conclusion of the contract irrespective of the will of one of the contracting parties and prevents it from performing its duties is deemed to be a circumstance excluding liability, if it cannot be reasonably foreseen that such an obstacle or its consequences would have been averted or overcome by such a contracting party, and, furthermore, that it would have predicted this obstacle at the time of commitment origination (these are primarily accidents of transmission and distribution facilities, extraordinary overload of a line due to unexpected physical flows through TS, destruction or extensive damage to the transmission and distribution equipment by the natural disaster, terrorist attack, etc.).
5. The party affected by the circumstances excluding liability is obliged to immediately notify the other contracting party of these circumstances in writing and to invite it for a negotiation. The

party invoking the circumstances excluding liability will submit credible evidence of this fact to the other party upon request.

6. Unless otherwise agreed by the parties, they shall continue to fulfil their obligations under the contract after the occurrence of the circumstances excluding liability, if reasonably possible and they will seek for other alternative means for fulfilling the contract, which are not obstructed by the circumstances excluding liability.
7. TSO has the right to independently and rapidly decide on the method of solving the cases where there is a risk arising from the delayed intervention. The cases giving TSO the right to independently and rapidly decide, include threats to safety and reliability of TS operation, threats to fulfilment of obligations of TSO arising from its membership in international interconnected systems, threats to supplying of consumers or holders of the distribution permit, damaging the rights of other electricity consumers or holders of the distribution permit, etc. In this case, however, it must immediately inform the affected entities of its decision.

12.3 PERSONAL DATA PROTECTION

1. From 25 May 2018, a new legislation in the field of protection of natural persons in relation to processing their personal data is applied, i.e. Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "**GDPR Regulation**") and Act No. 18/2018 Coll. on Personal Data protection and on amendment of certain acts (hereinafter referred to as "**Personal Data Protection Act**"). The GDPR Regulation aimed at harmonization of legislation of covering personal data protection in the EU member states, increase of rights of the persons concerned and simplification of the rules for personal data processing has a direct impact on the EU member states without the need of transposition of the Regulation in the Slovak law. The purpose of the GDPR Regulation is to provide for consistent and high level of natural persons protection and elimination of obstacles of personal data flows in the Union. Personal Data Protection Act regulates, inter alia, position, competences and organisation of the Office for Personal Data Protection of the Slovak Republic.
2. The contractual relationships concluded between SEPS and the Participant contain a provision defining the method of personal data handling by SEPS in the form of reference to the document entitled Personal Data Protection Policy in Slovenská elektrizačná prenosová sústava, a.s. published on the SEPS website (www.sepsas.sk). The purpose of this provision is informing a contracting party on procedure in SEPS in compliance with the GDPR Regulation upon obtaining, processing or handling personal data of the contracting party or the employees thereof or other natural persons representing the Participant.
3. The legal basis of personal data processing is especially the Energy Act and the related legislation based on which SEPS fulfils the tasks implemented in the public interest and fulfils its the legal obligations. The legal basis for the data subject personal data processing is the contract fulfilment to which the data subject is a party. The legal basis for personal data protection is also a legitimate interest of SEPS.

12.4 FORCE

These Operational Rules shall come into effect on the date of the relevant decision coming into force.

ANNEX PART OF THE OPERATIONAL RULES

ANNEX A (SEPARATE DOCUMENT)

GLDP METHODOLOGY

ANNEX B (ON THE SEPS WEBSITE)

Forms for request for the TSO Opinion issuance for the purpose of issuance of the Certificate by the Ministry of Economy of the Slovak Republic and forms for the application for connection to TS