FRENCH – SWISS INTERCONNECTION

INTRADAY CAPACITY ALLOCATION RULES

VERSION 1.4

Draft Version

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Section I. Introduction

Article 1.01 Status of this introduction

This introductory section is an integral and binding part of these Rules.

Article 1.02 General context

These Rules contain the terms and conditions for the Allocation of available intraday Interconnection Capacity which is jointly offered in form of Physical Transmission Rights Obligations (PTROs) by the French and Swiss Transmission System Operators (TSOs), respectively RTE Réseau de transport d'électricité (RTE) and Swissgrid AG (Swissgrid) regard to the interconnections between France and Switzerland in both directions.
The Interconnection Capacity Allocation by Intraday Allocations is not a commercially motivated activity but one aimed at providing transparent methods of congestion management. The importance of the interconnections for the liberalization of the EU and Swiss electricity market requires a strict policy with regard to the collection of payments and default consequences.

The terms and conditions for the Allocation of available Interconnection Capacity by Yearly, Monthly and Daily Auctions and for the PTR transfer and PTR resale are specified in separated Auction Rules
The present Rules come into force on 01/10/2020 for the Intraday Capacity Allocated on 01/10/2020 and are set for an unlimited period.

Article 1.03 Capacity Allocation Procedures

The Intraday available Capacity is allocated in the form of PTROs that PTROs Holders are obliged to use in their full amount. The intraday available Capacity is allocated by RTE and Swissgrid as Allocation Operators (AOs) on a coordinated basis according to the First Come – First Served Principle in accordance with Section IV.

The Intraday Allocation is conducted through a Capacity Allocation Platform (CAP) by a third party who is commissioned by the AOs to operate the Intraday Allocation on behalf of the AOs. Moreover, this Capacity Allocation Platform enables non-discriminatory connection of Trading Platforms and/or Central Counterparties intending to Implicitly Allocate intraday Capacity between France and Switzerland.

Capacity is Explicitly Allocated on the Capacity Allocation Platform to Users, which are of two sorts:

- **Every User except Trading Platforms and Central Counterparties.** Capacity is Explicitly Allocated to these Users for two different purposes:
  1) Allocation of standard intraday Capacity. The User obtains PTROs for intraday trading purposes.
  2) Allocation of Capacity corresponding to transactions for RTE's Balancing Mechanism. If RTE activates a Balancing Actor for its Balancing Mechanism, this User must Request the corresponding intraday Capacity on the CAP. Depending on the time needed for Balancing Actor's activations, these Requests for RTE's Balancing Mechanism can be processed in parallel with the other Requests addressed to the CAP and have no priority. The User obtains PTROs for Balancing Mechanism purposes.
- **Trading Platforms and/or Central Counterparties.** Standard intraday Capacity is Explicitly Allocated to Trading Platforms and/or Central Counterparties in order to Allocate PTROs Implicitly to the Trading Platforms' clients (offering the service of energy delivery coupled with Interconnection Capacity).

These Rules apply to Users taking part in standard intraday Capacity Allocation (including Trading Platforms and Central Counterparties) and to Users that participate in RTE's Balancing Mechanism at the French-Swiss interconnection. Where specific provisions only apply to Users taking part in RTE's Balancing Mechanism, it is specified in the present Rules.
All relevant information is made available on the websites of the AOs according to Article 2.07.

Article 1.04 General aspects

These Rules describe (among other aspects) the requirements that Users must fulfil to participate in Intraday Allocations, the Intraday Allocation proceedings, the awarding of PTROs as a result of Intraday Allocation, and the utilization of Interconnection Capacity after the PTRO Allocation.

Article 1.05 Legal qualification of Interconnection Capacity awarding pursuant to an Intraday Allocation

The PTRO Allocation concerns only Interconnection Capacity. The Intraday Allocation and awarding of PTROs do not involve energy transports or any rights, liabilities or financial aspects pertaining to energy transports. PTRO Holders can invoke vis-à-vis the TSOs no other right than that Interconnection Capacity is made available to them subject to the provisions in these Rules. In fact, PTROs are not physical goods which can be bought but are contractual rights to be exerted vis-à-vis the TSOs to make Interconnection Capacity for electric energy transfer available on the interconnection. These Rules constitute the terms and conditions of the aforementioned contract. At the same time the Rules set forth the terms and conditions on which the TSOs are willing to allow Users to make Requests for these contracts and the terms and conditions on which the TSOs are willing to consider these Requests. It is noted in this respect that contracts concerning Interconnection Capacity for Swiss Exports are governed exclusively by Swiss law and contracts concerning Interconnection Capacity for French Exports are governed exclusively by French law (see Article 6.05).

Section II. General

Article 2.01 Definitions

In these Rules (including any Annexes, Appendices, Attachments and Forms) the terms beginning with a capital letter and defined below (where appropriate in plural) shall, for all purposes of these Rules have the meanings specified in this Article 2.01 (unless the context requires otherwise).

Allocation: the process by which PTRs are attributed to Users in response to a Request sent by a User. There are several Allocations for different timeframes.

Article: an article of the present Rules.

Allocation Operator (AO): both RTE and Swissgrid are referred to as Allocation Operators (AOs). RTE and Swissgrid operate the Intraday Allocation, respectively for the direction France to Switzerland and Switzerland to France.

Balancing Actor: participant at the RTE Balancing Mechanism who is compliant with the provisions of Chapter D of the Rules relative to Programming, Balancing Mechanism and Balance Responsible Entity System and have signed a corresponding Participation Agreement with RTE.

Balancing Entity: elementary balancing unit able to meet a request from RTE to inject or extract a given quantity of electricity into the system, for a given period, as defined in the Rules relative to Programming, Balancing Mechanism and Balance Responsible Entity System. When Requesting Capacity, Balancing Entities have to select a Balancing Entity code.

Balancing Mechanism: designs RTE's Balancing Mechanism which is a mechanism established by RTE in application of Law n° 2000-108, aimed at carrying out the following two functions:

1) Maintaining the real time production=consumption balance;
2) Resolving congestion on the public transport system

The rules governing the mechanism are defined in the Rules relative to Programming, Balancing Mechanism and Balance Responsible Entity System (section 1, chapter D).

Balance Group Contract: the agreement between a market party on the one hand and Swissgrid on the other hand, available on https://www.swissgrid.ch/swissgrid/de/home/experts/bg/legal_system_bg.html .

Capacity Allocation Platform (CAP): means an internet based platform to perform the Intraday Allocation functionally operated by the AOs, and which can be accessed on the following website: http://www.intraday-capacity.com. A handbook containing technical details on the functioning of the Platform is available on AOs websites.

Central Counterparty (CCP): legal entity that facilitates the settlement of transactions on a Trading Platform.

Countertrading: cross zonal exchange initiated by System Operators between two Bidding Zones to relieve physical congestion.

Daily Auction: the PTR auctioning for each hour of the respective following day.

Day of Execution: the day on which electricity transports using the PTRO obtained in an Allocation take place.

Emergency Situation: a situation where the Transmission System Operator must act in an expeditious manner and Redispatching or Countertrading is not possible.

Explicit Allocation or Allocate Explicitly: refers to the Allocation process to allocate Capacity only, without the energy transfer.

First Come – First Served Principle: Allocation method whereby the Requests of Users, in the limit of available Capacity, are served exclusively according to the time of their reception and without applying any other criteria.

French Export: the export direction from France to Switzerland for electricity transfers and underlying PTRs.

French Import/Export Rules (*Contrat de Participation aux Règles d'Accès au RPT pour des Importations et des Exportations*): the rules that define the conditions to access the RTE transmission system for exports and imports, and which any participant who has signed a participation agreement has to comply with. These Rules are published on the RTE website (https://www.services-rte.com/en/the-library.html)

GUI: Graphical User Interface of the CAP.

Half-Hour(s) of Delivery (or Half-Hour(s)): the half-hour(s) on which scheduled electricity transports using the Interconnection Capacity obtained in an Allocation take place.
One Half-Hour can either be a First Half-Hour or a Second Half-Hour.

First Half-Hour of Delivery (or First Half-Hour): the first period of 30 (thirty) minutes of one Hour of Delivery (from hh:00 to hh:30 for a given Hour of Delivery hh).

Hour(s) of Delivery (or Hour(s)): the hour(s) on which scheduled electricity transports using the Interconnection Capacity obtained in an Allocation take place. One Hour of Delivery is composed of two Half-Hours of Delivery (one First Half-Hour of Delivery and one Second Half-Hour of Delivery).

Implicit Allocation or Allocate Implicitly: refers to the Allocation process to Allocate Capacity and energy simultaneously.

Interconnection Capacity or Capacity: cross-border electric energy transfer capacity on the interconnections between France and Switzerland.

Intraday Allocation: the process by which PTROs are attributed to Users in response to a Request sent by a User on an intraday basis. The Allocation is based on the First Come - First Served Principle.

1) Allocation for standard Intraday Allocation terminates
    a. one hour before the Hour of Delivery,
    b. one hour before the First Half-Hour of Delivery,
    c. one hour and thirty minutes before the Second Half-Hour of Delivery.

    This Neutralization Lead-Time corresponds to the time necessary for TSOs to process intraday commercial Allocations, and take appropriate actions if needed.
2) Allocation for transactions on RTE's Balancing Mechanism terminates:
    a. one hour before the Hour of Delivery,
    b. one hour before the First Half-Hour of Delivery,
    c. one hour and thirty minutes before the Second Half-Hour of Delivery

    This enables RTE to activate Balancing offers, when necessary and in accordance with the system requirements, close to real time.

Neutralization Lead-Time: the period between the end of the Allocation and the beginning of the Hour of Delivery, or the beginning of the Half-Hour of Delivery.

1) The Neutralization Lead-Time for standard intraday transactions is:
    a. one hour for a given Hour of Delivery,
    b. one hour for a given First Half-Hour of Delivery
    c. one hour and thirty minutes for a given Second Half-Hour of Delivery.
2) The Neutralization Lead-Time for Allocations concerning transactions on RTE's Balancing Mechanism is:

a. one hour for a given Hour of Delivery,
b. one hour for a given First Half-Hour of Delivery,
c. one hour and thirty minutes for a given Second Half-Hour of Delivery

Netting: if a certain amount of Capacity has been Allocated in one direction, the same amount of Capacity is added to the overall Capacity to be Allocated in the other direction except for Balancing Mechanism exchanges.

Nomination: the notification to Swissgrid by a User of his Programmes relating to the power expressed in MW which he will use within the capacity limit defined by the PTRs awarded to him. The nomination process does not affect the legal nature of the PTROs as, in the case of PTROs, the Nomination shall be equal to the PTROs awarded to him.

Party: designates TSO, AO or User.

Physical Transmission Right (PTR): PTRs are of two kinds.

1) Standard PTRs are the right to use Interconnection Capacity Allocated to a User for electricity transfers expressed in MW.
2) **PTR Obligations (PTROs)** refer to the obligation to use Interconnection Capacity Allocated to a User, in its full amount, for electricity transfers expressed in MW. Intraday Interconnection Capacity is only Allocated in the form of PTROs.

Programmes (or Exchange Programmes): sum of PTRs Allocated to Users.

PTR Holder or PTRO Holder: the legal entity (User), which has obtained a PTR or a PTRO in the Allocation.

Redispatching: measure activated by one or several system operators by altering the generation and/or load pattern in order to change physical flows in the transmission system and relieve a physical congestion.

Request (or Capacity Request): the request sent by a User to acquire PTROs through Intraday Allocation.

RTE ("RTE Réseau de transport d'électricité'') with registered office at Immeuble Window, 7C Place du Dôme, 92073 Paris La Défense Cedex, – the French Transmission System Operator and Allocation Operator according to these Rules.

Rules: these **French-Swiss Interconnection** Intraday Capacity Allocation Rules.

Rules relative to Programming, the Balancing Mechanism and the Balance Responsible Entity System: the rules which define the conditions for programming, Balancing Mechanism and balance responsible entity system, and which any participant who has signed a participation agreement has to comply with. These Rules are published on the RTE website (https://www.services-rte.com/en/the-library.html).

Second Half-Hour of Delivery (or Second Half-Hour): the second period of 30 (thirty) minutes of one Hour of Delivery (from hh:30 to hh+1:00 for a given Hour of Delivery hh).

Statement Of Acceptance (SOA): the declaration by which a legal entity undertakes to comply with the terms and conditions contained in the Rules. The standard declaration form can be found in Appendix 1.

Swiss Export: the export direction from Switzerland to France for electricity transfers and underlying PTRs.

Swissgrid (Swissgrid ag): Swissgrid with registered office at Bleichemattstrasse 31,5001 Aarau, Switzerland and commercial register number CH-400.3.026.187-4 – the SwissTransmission System Operator and Allocation Operator according to these Rules.

Trading Platform: means a company which offers the service of matching offers and demands of contracts for delivery of electricity.

Transmission System Operators (TSOs): the Transmission System Operators who offer PTROs for Intraday Allocation under these Rules: (Switzerland) Swissgrid ag• (France) RTE Réseau de transport d'électricité ("RTE").

User: a legal person, which participates, intends to participate or has participated in a PTRO Allocation by submitting one or more Requests and which has been registered for that purpose in accordance with the procedures and requirements set forth in Article 3.01 of these Rules. For the avoidance of doubt, the term User refers to Balancing Actors, Trading Platforms and Central Counterparties.

Article 2.02 Intraday Allocations

Intraday Allocations are implemented for both directions of the French-Swiss Interconnection, in accordance with Section IV.

Article 2.03 Initial quantities available for Intraday Allocation

PTRs offered in Daily Auctions which are not nominated in accordance with the Auction Rules are made available to Users in Intraday Allocations, if this is consistent with a safe operation of the power system.
Interconnection Capacities made available in Intraday Allocation take into account the netted value of the nominated yearly, monthly and daily PTRs.
The conditions under which the available Intraday Capacity is updated and published during the Intraday Allocation are further detailed in Article 4.01.

Article 2.04 Valuation of Allocated Capacities on an Intraday basis

The price of the Allocated Capacity on an Intraday basis is set at zero (0) Euro under the present Rules.

Article 2.05 Basis on which Interconnection Capacity is offered

(1) Intraday PTROs are offered in units of 0.01 MW with a minimum of 1 unit.

(2) Intraday PTROs are offered on an hour-by-hour basis and half-hour-by-half-hour basis.

(3) PTROs Holders are obliged to use the PTROs obtained in their totality as further described under Section V.

Article 2.06 Firmness of PTROs and Guarantee of Programmes

PTROs and the resulting Exchange Programmes as defined in Article 5.01 are firm except in case of Emergency Situation or for circumstances that constitute Force Majeure as defined under Article 6.06.

Article 2.07 Transparency

The following information regarding the Intraday Allocations are made available on each AOs website directly or by reference:

a. these Rules, and any alterations thereof;

b. announcements pursuant to these Rules;

c. information on the Intraday Allocation proceedings;

d. names, fax and telephone number(s) e-mail address(es) of contact persons of the AOs;

e. initial intraday capacity available before the opening of the Intraday Allocation process;

f. allocation results;

g. other relevant information.

The CAP publishes on its website:

a. General information:
- The initial available intraday Capacity;
- The remaining intraday Capacity updated in real time for each direction.

b. Confidential information necessitating a log-in:
- Users' net positions on the border (including every Allocation from long term to intraday) updated in real time;
- Users' non-netted positions in intraday for both directions updated in real time.

Section III. Participation requirements

Article 3.01 General registration requirements

(1) Prior to participating in Intraday Allocations, the User must register at RTE via mail submitting a completed Statement Of Acceptance (SOA) form given in Appendix 1 and published on the AOs websites. This SOA is specific to these Rules. In no way shall the signature of the SOA allows the User to participate in any other Allocations than the Intraday Allocations.

(2) The SOA form mentioned in paragraph (1) is valid for an indefinite number of Intraday Allocations, notwithstanding the obligation for the User to inform the AOs forthwith of any changes that could impact the proper execution of the present Rules and notwithstanding the right of the AOs to request a renewal of the registration and/or the documents to be submitted.

Article 3.02 Additional requirements to Request Capacity for RTE's Balancing Mechanism

Users intending to Request Capacity for the Balancing Mechanism on the Capacity Allocation Platform shall, in addition to the requirements described in Article 3.01, fulfil the requirements described in the Rules relative to Programming, the Balancing Mechanism and the Balance Responsible Entity System, in order to be allowed to participate in RTE's Balancing Mechanism, and hence have signed a participation agreement to these rules as a Balancing Actor.

Article 3.03 Provision of Bank Guarantees

Intraday PTRO Allocation does not require the provision of a Bank Guarantee.

Article 3.04 Requirements in respect of grid access

In order to participate in the Interconnection Capacity Intraday Allocation a User:

a. must have entered into a balancing agreement (Balance Group Contract) in Switzerland with Swissgrid;

b. must have signed a participation agreement by which he commits to comply with the Import/Export Rules and satisfy all clauses specific to the French-Swiss interconnection. The User must acquire, in the sense of the French Import/Export Rules, the necessary intraday activated transactions.

In case of discrepancy, the present Rules shall prevail over the French Import/Export Rules or the Swiss Balance group Contract.

Article 3.05 Technical registration process

When the User is compliant with Article 3.01, Article 3.02, Article 3.03 and Article 3.04, then:

- RTE receives SOA from a User as mentioned in Article 3.01 and coordinates the corresponding information with Swissgrid,
- RTE sends details to the service provider of the CAP in order to authorize the User to trade on the French-Swiss Interconnection,

- the service provider of the CAP entitles the User to trade on the French-Swiss Interconnection: either the User is not already entitled on the CAP for any border and then the service provider sends to RTE the connexion kit (certificate, login/password) for the User, either the User is already registered on the CAP for at least one other border and then the service provider adjusts the technical rights of the User in order to keep the User's current details (certificate, login/password) valid,
- RTE sends to the User the connexion kit (if the User is not already entitled on the CAP) or RTE informs the User of the extension of his rights to the French-Swiss Interconnection,
- the User can access to the French-Swiss border on the CAP.

In case of problem with the CAP (for instance the loss of login/password or the account blocking), the User shall contact the hotline hosted by RTE (contact details available in Appendix 2).

Article 3.06 Suspension, withdrawal and termination of User's participation by the TSOs

(1) At all times, Users must refrain from any action or behaviour which adversely affects or threatens to adversely affect competition in the Request proceedings or which aims at gaming or which in any other way disrupts or threatens to disrupt the Intraday Allocation proceedings, or the transparency, cost-effectiveness or fairness thereof.
This includes every type of behaviour that leads to a systematic blocking of capacity for other Users. Blocking can mean, for example, the repeated occurrence by the same User of a request of capacity in one direction followed by the corresponding allocation of capacity but without effectively using the allocated capacity, and instead performing a request of capacity followed by the corresponding allocation for the same delivery time in the other direction.
This includes also action or behaviour which hampers the intraday capacity allocation by using the Internet platform in a way that causes damage to the system.

(2) Users who act or behave or have acted or behaved (or on which behalf it is acted or behaved or it has been acted or behaved) in violation of the first paragraph or with any other provision of these Rules may be suspended in the conditions in the following paragraphs.

(3) Should the User in any manner, not fulfil any material obligations of the Rules, then each of the TSOs individually may suspend the User's participation in the Intraday Allocation, as long as the User does not prove that he complies with the Rules.
To this end, the TSO(s) should first notify the violation to the User and give him a reasonable time to remedy this violation. If after this time for remedy the User still does not comply with the Rules, then the TSO(s) is(are) entitled to suspend the participation of the User.
The TSO(s) shall then notify in writing to the User the suspension of its participation.
This notification of suspension indicates:
- the reasons for the suspension of the User's participation; and
- the date and time of the suspension of the User's participation.

The TSO(s) shall notify to the User the end of the suspension and the date of the Intraday Allocation he will be allowed to participate to.
The TSO(s) shall also notify the competent regulatory authority(ies) the reason and the date and time of the suspension as well as the date of the Intraday Allocation the User will be allowed to participate to.

(4) As mentioned in Article 4.02, a User's participation will be suspended for thirty calendar days in case the User has Requested Capacity for the Balancing Mechanism, without having been activated on the Balancing Mechanism by RTE, for more than three times. It is understood that RTE will notify to the User each time such a misconduct is observed. In that case, the fourth time that the misconduct is observed, RTE is entitled to immediately suspend the participation of the User without any additional formalities. For the avoidance of

doubt, the suspension in that case will only refer to Intraday Allocation of Capacity for RTE's Balancing Mechanism.

(5) Users' participation may be definitively withdrawn by any TSO in case:

- the User (a) declares bankruptcy or (b) is declared bankrupt by a court ruling,
- reception by the TSOs of a decision by a competition or regulatory authority stating that the User has committed a misusing or fraudulent act with regard to the Allocation of Capacities and request its withdrawal.

Consequently, the SOA is no longer valid.

(6) The SOA of the User is automatically no longer valid in case of:

a. The Import/Export Rules contract with RTE is terminated; or
b. The balancing agreement (Balance Group Contract) in Switzerland is terminated.

Article 3.07 Suspension, withdrawal and termination of User's participation by the User

A User may ask to suspend, withdraw or terminate its participation to these Rules by sending to the AOs a request by registered mail. This does not exonerate the TSOs, the AOs and the User from their respective financial and other obligations in application of these Rules.

Section IV. Intraday Allocation process

The available intraday Capacity which is offered to Intraday Allocation is jointly determined by the AOs according to this Section.

Article 4.01 Capacity calculation

The available intraday Capacity in each direction for each Half-Hour of Delivery for the relevant Day of Execution is computed on the preceding day according to the methodology described in Article 2.03 and published on the CAP no later than 09:05 pm on that preceding day. The available intraday Capacity is also published on the public part of the Capacity Allocation Platform and on the AOs website according to Article 2.07.

The available intraday Capacity for a certain Half-Hour of Delivery is adjusted by the CAP, following each Intraday Allocation for that Half-Hour or for the corresponding Hour. Netting is applied subject to technical feasibility. The publication of the available intraday Capacity on the CAP is updated after each allocation.

The AOs may reassess the available intraday Capacity for each Half-Hour for the Day of Execution, based on changes in the power system relevant to power system safety. AOs are entitled to modify the available intraday Capacity within the day on the CAP if necessary.

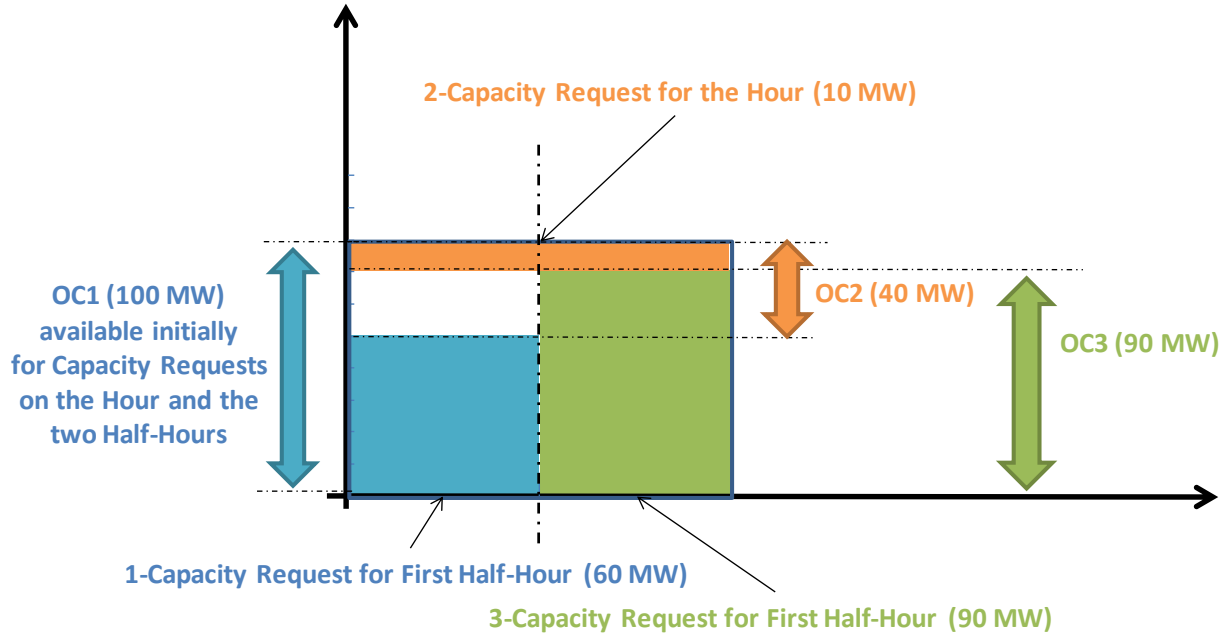
Article 4.02 Intraday Capacity Request and intraday Capacity Allocation

Capacity is exclusively Allocated through the CAP for both directions of the interconnection, including for Users participating in RTE's Balancing Mechanism. Capacity Requests must be formatted accordingly.

Requested intraday Capacity is Allocated to the maximum of the available intraday Capacity to Users in accordance with an automatic First Come - First Served Principle. This means that available intraday Capacity is exclusively Allocated according to the reception time of Requests: each Capacity Request receives a timestamp upon receipt by the application server. No two requests can receive identical timestamps.

The CAP returns to Users the results of the Capacity Allocation for a given Half-Hour or Hour of Delivery directly after Intraday Allocation.

The management of simultaneous allocation of Capacity Requests for Half-Hours and Hours on a same Hour is explained in the example hereafter:



The first capacity published for allocation for the Hour and the two Half-Hours is OC1 (100 MW). Given the amount shown in the above figure, the following applies:

- Once the Capacity Request for the First Half-Hour (60 MW) has been allocated:
  - capacity available for allocating the Capacity Request for the Hour corresponds to OC2 (40 MW)
  - capacity available for allocating the Capacity Request for the Second Half-Hour corresponds to OC1 (100 MW)
  - capacity available for allocating another Capacity Request for the First Half-Hour corresponds to OC2 (40 MW)
- Then, once the Capacity Request for the Hour (10 MW) has been allocated:
  - capacity available for allocating a Capacity Request for the Second Half-Hour corresponds to OC3 (90 MW)
  - capacity available for allocating another Capacity Request for the Hour is 30 MW
  - capacity available for allocating another Capacity Request for the First Half-Hour is 30 MW
- Then, once the Capacity Request for the Second Half-Hour (90 MW) has been allocated:
  - capacity available for allocating another Capacity Request for the First Half-Hour is 30MW
  - there is no capacity left for allocating another Capacity Request for the Second Half-Hour or the Hour

Capacity Requests can be sent to the CAP for one or more Hours of Delivery and/or one or more Half-Hours of Delivery. A User can choose whether the Capacity is Allocated according to the “best efforts principle” or according to the “all-or-nothing principle”:

- With the “best efforts principle”, the Requested Capacity for each of the Hours and/or Half-Hours of Delivery is either fully Allocated or, if the demand cannot be fulfilled for one or more Hours and/or Half-Hours of Delivery, the remaining available Capacity is allocated.
- With the “all-or-nothing principle”, the Requested Capacity for each of the Hours and/or Half-Hours of Delivery is either fully Allocated or, if the demand cannot be fulfilled for at least one Hour and/or Half-Hour, no Capacity is Allocated for any Hour and/or Half-Hour of Delivery.

The CAP is open to the submission of Capacity Requests from 09:05 pm on the day preceding the Day of Execution. The CAP will automatically decline to process capacity Request(s) which is (are) not filed in accordance with these Rules by the User.

The following two processes of Request and Allocation shall be distinguished: one for standard Intraday Allocations and one for Allocations corresponding to transactions for RTE's Balancing Mechanism:

Case of Allocations for standard Intraday:
A Capacity Request in respect of a given Hour of Delivery or a given Half-Hour of Delivery must have been submitted to the CAP no later than:

- one hour before this Hour of Delivery,
- one hour before that Half-Hour of Delivery (in case it is a First Half-Hour),
- one hour and thirty minutes before that Half-Hour of Delivery (in case it is a Second Half-Hour).

Users must indicate that the Request corresponds to standard Intraday Allocation (in opposition to RTE's Balancing Mechanism).

Case of Allocations corresponding to a transaction between RTE and a User for RTE's Balancing Mechanism:
Only Users that are Balancing Actors and that have signed the present Rules are technically able to Request Capacity for RTE's Balancing Mechanism.
A Capacity Request in respect of a given Hour of Delivery or a given Half-Hour of Delivery must have been submitted no later than:

- one hour before that Hour of Delivery,
- one hour before that Half-Hour of Delivery (in case it is a First Half-Hour),
- one hour and thirty minutes before that Half-Hour of Delivery (in case it is a Second Half-Hour).

Users must precise in their GUI on the CAP that the Request corresponds to RTE's Balancing Mechanism (in opposition to standard Intraday Allocation) by indicating the Balancing Entity code corresponding to the offer activated by RTE for its Balancing Mechanism.
Users can Request Capacity for the Balancing Mechanism only if RTE has previously activated (by phone) an energy offer submitted by this User on the Balancing Mechanism. If a User Requests Capacity for Balancing Mechanism without having been activated on the Balancing Mechanism, the User might be suspended (cf. Article 3.06). The User will have to pay the imbalance fee induced as the case may be.
In the case RTE activates a User on the Balancing Mechanism, should the Capacity Request for the Balancing Mechanism made by this User not correspond exactly to this activation due to an error in the Capacity Request of this User, RTE will have to correct the Programme of this User (the errors can concern: the nature of the Allocation - RTE's Balancing Mechanism or commercial intraday; the Balancing Entity code; the amount of capacity; the hour of delivery).
In all cases where RTE has to correct the Programme of this User for any such event, the User has no right to claim compensation of any kind, and a payment of 1 500 euros (excl. VAT) will be paid by each User for each day where at least one modification of its Programme was made by RTE, in order to cover the costs incurred.
In other cases, penalty defined in the "Rules on Programming, the Balancing Mechanism and the Balance Responsible Entity System" shall apply.
RTE ensures before the activation of a Swiss offer on the Balancing Mechanism that there is enough Capacity left on the CAP for the transit of the energy. If however, a User who has been activated on RTE's Balancing Mechanism is unable to obtain sufficient capacity on the CAP (for instance, this can happen if another User made an important Request meanwhile), RTE will cancel its activation on the Balancing Mechanism. Therefore, the User's Balancing Perimeter will not be imbalanced.

Article 4.03 Case of daylight saving time

The day on which the time changes from winter time to summer time has 23 hours. As a result, clocks advance from 02:00 CET to 03:00 CET. On the CAP, this jump is displayed with the hour 01:00-03:00.

The day on which the time changes from summer time to winter time has 25 hours. As a result, the hour 02:00-03:00 takes place twice for that day and is denoted with an "A" for summer time and with a "B" for winter time, e.g. 02:00-03:00A or 02:00-03:00B.

Article 4.04 Unavailability / cancellation of Intraday Allocation

This Article 4.04 only concerns Capacity that has not already been Allocated.
Without prejudice to Article 2.06, AOs may be forced to cancel or interrupt an Intraday Allocation in the event of any maintenance as described under Article 4.04 (1) and/or technical difficulties as described under Article 4.04 (2) of the CAP or of the information systems of the AOs or of the Nomination systems of the AOs ;

(1) Programmed unavailability
Necessary maintenance operations may give rise to temporary unavailability of the information system or of the Nomination systems of the AOs in intraday or of the CAP. In such cases of a programmed unavailability, the AOs may be forced to cancel the Intraday Allocation for one or more Hours of Delivery. Users will be informed.

(2) Not-programmed unavailability
In case of not-programmed unavailability or of technical difficulties in the functioning of the information system of the AOs or of the Nomination systems of the AOs or of the CAP, the AOs may be forced to cancel the Intraday Allocation for one or more Hours of Delivery.

(3) Consequences
In case of an unavailability of Intraday Allocation as mentioned under this Article 4.04, the following principles shall apply:

- The AOs use their best effort to minimize the disturbance caused to Users.
- The AOs inform the Users as soon as possible of the reasons which caused a cancellation due to a programmed or not-programmed unavailability.
- If the programmed unavailability involves the cancellation of the Intraday Allocation for one or more hours of delivery, AOs will forewarn Users with a reasonable period of notice as soon as the AOs have received knowledge of such a programmed unavailability.
- In any such event mentioned under Article 4.04 (1) and (2), the User has no right to claim compensation for any kind of damage arising out of the aforementioned unavailability or arising out due to a failure to reach the Users through the means of communication.

Section V. Capacity Usage Rules

Article 5.01 Usage of intraday PTROs

PTROs must be used to their full amount (obligation).

Following Intraday Allocations, Users must send their Nomination to Swissgrid in accordance with the Nomination processes of Swissgrid: the intraday nomination instructions of Swissgrid can be found in the Balance Group Contract published on www.swissgrid.ch. These Nominations must be strictly equal to PTROs Allocated to Users. Such Nominations shall consist of netted exchange schedules indicating the net transfers across the interconnection. If such Nominations received by Swissgrid are not compliant with the Allocation results indicated by the CAP, Swissgrid shall consider only the results indicated by the CAP.

There is no Nomination step from Users on RTE side: since PTROs are obligations, RTE does not require PTROs Holders to Nominate. RTE receives the Programmes from the CAP which are binding. Based on these Programmes, RTE performs the necessary actions to integrate the corresponding figures.

The difference of process existing between mandatory Nominations to Swissgrid and no nomination to the French TSO is due to the necessity for Swissgrid to receive Nominations in their process and shall in no manner affect the qualification of the PTROs as obligations.

Article 5.02 Matching of Exchange Programmes

TSOs ensure that for every following Half-Hours of Delivery, Programmes and Nominations are coherent. In any case, once matched by the AOs, the values of the Capacity Allocated by the CAP and submitted to the AOs by the CAP are binding.

Section VI. Miscellaneous

Article 6.01 Information / notices

Any notice given under these Rules is to be in writing and must be addressed to all TSOs at the address mentioned in Appendix 2, except where these Rules provide otherwise.
Any notice addressed by any TSO to any User must be addressed at the User address mentioned in Appendix 1.

Article 6.02 Limitation of Liability

(0) This Article 6.02 applies to damages resulting from a breach of any provision of the present Rules. This Article 6.02 does not apply to the cancellation or reduction of Exchange Programmes in the event of Force Majeure.

(1) In the event of a failure to make Interconnection Capacity available to the extent of PTROs offered firm, the TSOs shall not be liable to a PTRO Holder for any incidental, indirect of consequential damages caused by such failure.

(2) RTE and Swissgrid, either jointly or severally, do not assume responsibility for the arrival of intraday PTRO Request in time nor do they warrant – although they will try to prevent to the best of their abilities – that the information contained therein, despite being treated as confidential, will not come to the knowledge of third parties. The TSOs shall not be liable in case they decline intraday PTRO Request Notifications that are not compliant with the Rules.

(3) Limitation of liability between RTE and the Users

(a) The Parties are only liable for direct damages suffered by the other Party.

(b) RTEs' liability for the Intraday Allocation process:
Except in the case of gross negligence, RTE's liability is limited to € 200.000 per claim (i.e. per incident or related incidents). No indemnification will be due unless the Party proves specifically that the damages suffered resulted directly from the breach (direct damages typical and foreseeable) and that the Party took reasonable steps to mitigate the damages suffered.

(4) Limitation of liability between Swissgrid and the Users:

(a) The Parties are only liable for direct damages suffered by the other Party. The liability of the parties shall not be limited in cases of wilful misconduct or gross negligence. All other liability shall be excluded.

(b) Swissgrid's liability for the Intraday Allocation process:
Swissgrid cannot be held liable for any loss or any damage except in case of gross negligence and wilful misconduct.

Article 6.03 Confidentiality

(1) The TSOs shall treat all information disclosed to each other pursuant to these Rules as confidential and they will refrain from disclosing such information to any third party without the prior consent of the User concerned.

(2) Paragraph (1) shall not apply to:

- enquiries of regulators, governments and/or other administrative authorities,
- enquiries of courts of law and arbitrators for technical or security reasons,
- information exchanged between AOs and/or between AOs and the provider of the CAP,
- circulation to consultants to the ones assigned by TSOs, AO or one of the above institution who are subject to confidentiality undertakings or professional confidentiality obligations.

Article 6.04 Severability

If any part of these Rules is by a public authority or court found to be invalid, illegal or unenforceable, the remaining part shall continue to be valid and enforceable to the extent permitted by law.

Article 6.05 Applicable law, disputes and language

(1) Disputes concerning the rights and duties arising for the AOs and the Users under these Rules shall be settled by an ordinary court.

(2) Any disputes with regard to Interconnection Capacity for Swiss Exports are governed exclusively by Swiss law and will be brought before the competent courts in Switzerland and any disputes concerning Interconnection Capacity for French Exports are exclusively governed by French law and will be brought before the competent courts in France.

(3) The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

(4) Notwithstanding any translations that may be made, whether signed or not, the only legal binding version is this English language version.

Article 6.06 Force Majeure

Force Majeure means any not foreseeable event or situation beyond the reasonable control of a Party and not due to a fault of such Party which cannot reasonably be avoided or overcome, and which makes it impossible for such Party to fulfil, temporarily or definitively, its obligations hereunder in accordance with the terms of these Rules (herein after Force Majeure).

The Party which invokes Force Majeure shall send the other Party/Parties notice describing the nature of the Force Majeure and its probable duration.

The obligations of a Party subject to Force Majeure, with the exception of confidentiality obligations defined in Article 6.03, shall be suspended from the date of beginning of Force Majeure.

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

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

If Force Majeure lasts for more than thirty (30) days, either Party may suspend or terminate its participation to these Rules by sending a registered mail with acknowledgement of receipt with due explanation, if the event adversely affects the essential obligations of the Parties under the present Rules. The withdrawal or suspension of SOA will take effect on the date of receipt of the said notice.

Article 6.07 Amendment of Rules

These Rules are of indefinite duration but may be modified jointly by the TSOs with the aim of clarifying them or supplementing them.
Moreover, these Rules are subject to legal and technical conditions at the time of their creation. In the event of a material change in these conditions, particularly following legal requirements, government action or rules imposed by regulatory authorities, or if improvements are made to the Intraday Allocation process, the Rules will be modified as appropriate.
The modified Rules will take effect at the date mentioned in the modified Rules after advice and/or approval from all the regulatory authorities concerned, ElCom and CRE, and if required by law, the formal consultation of all interested stakeholders. They will be published on the websites of the TSOs where applicable.
Amendments to the Rules have no impact on the validity of the SOA signed by the Participant. This SOA continues to be in force and includes acceptance of the modifications made to the Rules, without prejudice to the User's right to request withdrawal of its entitlement in accordance with Article 3.06.

On any event, Users shall be informed in due time before new Rules enter into effect.

Appendix 1

Statement Of Acceptance

User: _____

_____

_____

_____
(Name, Position, Address)

EIC -Code-Nr.: _____

We hereby declare our intention to participate in the Intraday Allocation of available Interconnection Capacity for electricity transfers between Switzerland and France. We fulfil all participation requirements of the French - Swiss Interconnection Intraday Capacity Allocation Rules in the valid version, which is in force at the time of relevant transactions by us. Moreover, we have read and fully accept to abide and to be bound by all rules and regulations and data exchange requirements of the French - Swiss Interconnection Intraday Capacity Allocation Rules which have been published on the web-sites of RTE and Swissgrid.

We acknowledge that our admission to participate in the Allocation may be withdrawn in case regulations of the French - Swiss Interconnection Intraday Capacity Allocation Rules are breached.

_____ _____
Date

Name and Position

_____
Signature

Appendix 2

Contacts

Operational Questions
Note: RTE is the single point of contact for operational issues.

RTE – Hotline

Phone (from France): 0 810 805 050
Phone (from other countries): 00 800 80 50 50 50

E-Mail: Rte-hotline@rte-france.com
Contractual Questions

RTE

RTE
Service Commercial Saint Denis
22 boulevard Finot
93200 SAINT DENIS

France

E-Mail: rte-marketservices@rte-france.com

Fax: 00 33 1 41 66 72 65

Swissgrid AG

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5001 Aarau
Switzerland

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Telefon +41 58 580 21 11
Fax +41 58 580 21 21