



**RULES ON THE DEMAND-SIDE BILATERALS ADJUSTMENT PLATFORM  
(PAB RULES) (\*)**

(\*) Reference shall always be made to the Italian text. In case of discrepancies, the Italian text shall prevail.

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## **TITLE I GENERAL PROVISIONS**

### ***Article 1***

#### ***Text and Annexes***

1.1 These Rules on the Demand-Side Bilaterals Adjustment Platform (hereinafter referred to as the PAB Rules) and their Annexes, which are an integral part hereof, govern the operation of the Demand-Side Bilaterals Adjustment Platform (hereinafter referred to as PAB).

### ***Article 2***

#### ***Definitions***

2.1 For the purposes of these Rules, the definitions of Article 2, para. 2.1, of the Integrated Text of the Electricity Market Rules, approved by the Ministerial Decree of 19 December 2003, published in “Supplemento Ordinario, Gazzetta Ufficiale, Serie Generale” no. 301 of 30 December 2003, as subsequently amended and supplemented, shall apply.

2.2 The following definitions shall also apply:

- a) balanced trading proposals mean a set of simple or multiple trading proposals submitted by the same participant or by different participants, provided that they refer to the same applicable period and to supply points for withdrawal (withdrawal points) belonging to the same geographical zone and such that the respective quantities balance out and are identified as mutually balanced by an appropriate alphanumeric code selected by participants;
- b) confirmed trading proposal means a technically adequate trading proposal whose owner acquires the right to receive the demanded service and the obligation to provide the offered service;
- c) cumulated hourly adjustment schedule means the hourly schedule obtained as the sum of all the hourly adjustment schedules in respect of the same supply point for withdrawal (withdrawal point);
- d) hourly adjustment schedule means the sum of all confirmed trading proposals that the same participant has submitted in respect of a given supply point for withdrawal (withdrawal point);

- e) multiple trading proposal means a proposal consisting of a set of proposals that the same participant has submitted in respect of the same applicable period and of the same supply point (offer point);
- f) simple trading proposal means a proposal specifying a volume of electricity that is offered for purchase or sale in respect of a supply point (offer point) and of an applicable period;
- g) technically adequate trading proposal means a valid proposal that has been verified as provided herein;
- h) trade means a transaction of purchase/sale of electricity between two participants that the same participants notify through PAB by submitting confirmed trading proposals;
- i) trading proposal for purchase means an electricity purchase proposal that a participant notifies to GME through PAB;
- j) trading proposal for sale means an electricity sale proposal that a participant notifies to GME through PAB;
- k) valid trading proposal means a proposal that has been submitted in compliance with the procedures and time limits covered hereby.

### **Article 3**

#### ***General principles and amendments to these Rules***

3.1 GME shall fulfil its tasks under transparent and non-discriminatory criteria.

3.2 GME shall put in place an organisational structure suitable for preventing the occurrence of conflicts of interest, as well as procedures for monitoring and enforcing compliance with the PAB Rules and the PAB Technical Rules.

3.3 Participants shall conduct their activities on PAB in accordance with general principles of ethics and good faith.

3.4 GME reserves the right to amend these Rules by publishing such amendments on its website or with other appropriate means.

#### **Article 4**

##### ***PAB Technical Rules***

4.1 The implementing and procedural provisions of these Rules are set out in the PAB Technical Rules. GME shall formulate the PAB Technical Rules under criteria of neutrality, transparency, objectivity and competition between participants.

4.2 The PAB Technical Rules shall be published on GME's website and become effective upon the date of their publication.

4.3 GME may also make a draft version of the PAB Technical Rules available to interested parties, setting a time limit for submission of comments, if any.

#### **Article 5**

##### ***Unit of measurement and rounding off***

5.1 For the purposes of PAB, the unit of measurement of electricity is the MWh, specified with three decimals.

#### **Article 6**

##### ***Access to GME's information system***

6.1 Access to GME's information system shall take place through the Internet.

#### **Article 7**

##### ***Fees for the services provided by GME***

7.1 For the services provided by GME, PAB participants shall pay GME a fee per MWh traded.

7.2 The amount of the fee referred to in para. 7.1 above shall be equal to 1 (one) eurocent per MWh.

## **Article 8**

### **Information on PAB sessions**

8.1 GME reserves the right to publish on its website the summary data and results of the trades completed on PAB. Participants shall have access to the data and results of the PAB sessions that directly concern them.

8.2 Except in circumstances where disclosure is mandated by laws, regulations or other decisions by authorities, GME shall maintain the information pertaining to the traded volumes confidential for a minimum period of twelve months.

8.3 GME shall only transmit to Terna the information that Terna requires for performing the activities falling under its responsibility.

## **Article 9**

### **Communication and publication of data and information**

9.1 Unless otherwise required, the data and information covered hereby shall be communicated and published electronically. In particular:

- a) communications to participants shall be made by posting data and information in the section of GME's information system whose access is restricted to participants;
- b) publication shall be made by posting data and information in the section of GME's information system whose access is non-restricted.

9.2 The trading proposals submitted by participants shall be deemed to have been received upon the date and time recorded by GME's information system. Any other communication shall be deemed to have been received:

- a) on the day and at the time of receipt, if received between 08:00 and 17:00 of a working day;
- b) at 08:00 of the first working day following the day of receipt, if received between 17:00 and 24:00 of a working day, or between 00:00 and 24:00 of a non-working day;
- c) at 08:00 of the day of receipt, if received between 00:00 and 08:00 of a working day.

9.3 For the purposes of determining the time of receipt, the time shall be obtained from GME's records. In case of electronic communications, the time shall be obtained from GME's information system.

#### ***Article 10***

##### ***Security of access***

10.1 Participants shall have access to PAB via special authentication procedures, as provided for in the PAB Technical Rules.

10.2 Participants shall treat the access codes and any other data or device required to access GME's information system as confidential.

## **TITLE II**

### **PARTICIPATION IN PAB**

#### ***Article 11***

##### ***Requirements for participation in PAB***

11.1 Parties that qualify as dispatching customers (dispatching users) in withdrawal mode in respect of their own withdrawal points, or their duly authorised agents may participate in PAB.

#### ***Article 12***

##### ***PAB Application***

12.1 Parties wishing to participate in PAB shall file an appropriate application with GME. The application shall have the format enclosed hereto (Annex 1).

#### ***Article 13***

##### ***Admission procedure***

13.1 Within five working days from the date of receipt of the application, after checking the validity of the submitted documentation, GME shall notify the applicant of the acceptance or rejection of its application and the reasons therefor. The notification shall be given by registered letter with acknowledgement of receipt and preceded by a fax notification.



13.2 If the submitted documentation is irregular or incomplete, GME shall notify the applicant of the requirements for submitting regular documentation or for completing the submitted documentation, as well as of the time limit within which the applicant is to fulfil said requirements. The notification shall suspend the time period referred to in para. 13.1 above, which shall run from the date of receipt of the regular or complete documentation by GME.

#### **Article 14**

##### ***Acquirente Unico's participation in PAB***

14.1 As an exception to Article 12 above, Acquirente Unico (AU) shall participate in PAB by right.

#### **Article 15**

##### ***List of PAB participants***

15.1 As per Articles 13 and 14 above, PAB participants shall be entered into a "List of PAB Participants", which shall be created and held by GME in compliance with Legislative Decree no. 196 of 30 June 2003, as subsequently amended and supplemented.

15.2 For each PAB participant, the List of PAB Participants shall include:

- a) PAB participant's identification code;
- b) full name, or registered name, place of residence and place of domicile (if different from the place of residence), or registered office, taxpayer's code, VAT number, telephone number, fax number, e-mail address, contact person for communications, if any, and related address;
- c) identification code of offer points in respect of which the participant is entitled to submit trading proposals.

15.3 GME shall publish the following data and information on PAB participants: full name or registered name, place of residence or registered office.

15.4 Participants may access their own data contained in the List of PAB participants.

## **Article 16**

### ***Request for insertion of data and information into the List of PAB participants***

16.1 For submitting trading proposals into PAB, parties not qualifying as dispatching users in withdrawal mode shall request GME to enter the data and information referred to in Article 15, para. 15.2c) above into the List of PAB participants.

16.2 The request for insertion of the data and information covered by Article 15, para. 15.2c) above shall be accompanied by a declaration made by the dispatching user of the offer point involved, certifying that the requesting party is entitled to submit trading proposals for such point. The declaration shall include at least the following data:

- a) identification code of the offer point in respect of which the request is made;
- b) date from which the requesting party is entitled to submit trading proposals in respect of such offer point;
- c) date up to which the requesting party is entitled to submit trading proposals in respect of such offer point.

The requesting party shall pay to GME the fees due for the trades made on such offer point.

16.3 After receiving the requests covered by para. 16.1 above, GME shall update the List of PAB Participants. For the purposes of the validation of trading proposals, as set forth in Article 30 below, such modification shall have effect from one of the following dates, whichever is later:

- a) within 00:00 of the second working day following the one of receipt of the request;
- b) the date mentioned in Article 16, para. 16.2b) above.

## **Article 17**

### ***Verifications***

17.1 GME shall monitor and enforce compliance with the PAB Rules and the PAB Technical Rules in order to ensure the proper functioning of PAB under criteria of neutrality, transparency, objectivity and competition between participants. For this purpose, GME may require participants to submit any information or document giving

evidence of the transactions that they have made on PAB and also convene them for a hearing.

### **Article 18**

#### ***Notification obligations***

18.1 Participants shall notify GME promptly and, in any case, within three working days, of the occurrence of any change in circumstances that may involve the loss or change of any of their qualifications for participation in PAB or which may alter the data and information covered by Article 15, para. 15.2 above, that they have declared and have been entered into the List of PAB participants.

18.2 As a result of the notifications given in accordance with para. 18.1 above, GME shall update the List of PAB participants.

### **Article 19**

#### ***On-demand exclusion from PAB***

19.1 For the purposes of exclusion from PAB, participants shall submit to GME's registered office or send by registered letter with acknowledgement of receipt a written request indicating the date from which exclusion is requested.

19.2 On-demand exclusion from PAB shall run from one of the following dates, whichever is later:

- a) the second working day following the date of receipt by GME of the request referred to in para. 19.1 above;
- b) the date indicated on the request referred to in para. 19.1 above.

19.3 On-demand exclusion from PAB shall not exempt the participant from fulfilling obligations arising from commitments made on PAB.

19.4 If, during the suspension period referred to in Article 46 below, a participant submits a request for exclusion from PAB, readmission to PAB shall be effective only after the expiration of the suspension period.

**TITLE III**  
**PAB OPERATION AND SESSIONS**

***Article 20***

***Purpose of PAB***

20.1 Participants notify trading proposals to PAB for the purpose of defining electricity trades between them.

20.2 Electricity trades may take place only between withdrawal points belonging to the same geographical zone.

20.3 The trading proposals referred to in para. 20.1 above shall be notified in accordance herewith.

20.4 GME shall not be the counterparty of participants for the trading proposals notified through PAB. GME, not being aware of the prices at which such trades are made, shall not be liable for the settlement of payables and receivables which may arise between participants in respect of each trade made.

20.4 On PAB, electricity trading proposals are notified in respect of applicable periods of the calendar day following the day in which the sitting ends. For purposes of injection or withdrawal of the electricity covered by the trading proposals, the dispatching rules shall apply.

***Article 21***

***Applicable period***

21.1 The applicable period shall be equal to one fixed hour.

***Article 22***

***Geographical zones***

22.1 The geographical zones of PAB shall be those that Terna communicates to GME for the purposes of the Electricity Market.

### **Article 23**

#### ***Data and information on offer points***

23.1 GME shall receive from Terna the following data and information on each offer point, in respect of which trades may be notified to PAB:

- a) identification code of the withdrawal point;
- b) identity of the dispatching user of the offer point.

### **Article 24**

#### ***Solar time and daylight saving time***

24.1 The modalities of definition of the applicable period when passing from the solar time to the daylight saving time and from the daylight saving time to the solar time shall be defined in the PAB Technical Rules.

### **Article 25**

#### ***Time limits for submission of trading proposals***

25.1 The PAB sitting shall:

- a) open at least thirty calendar days preceding the one to which trading proposals refer;
- b) close on the calendar day preceding the one to which trading proposals refer.

25.2 The opening and closing hours of the PAB sitting shall be defined in the PAB Technical Rules.

### **Article 26**

#### ***Types of trading proposals***

26.1 Only simple or multiple trading proposals may be submitted into PAB, provided that they belong to a set of balanced trading proposals.

### **Article 27**

#### ***Trading proposals for electricity purchase and sale and offer points***

27.1 On PAB, volumes shall refer to electricity.

27.2 The values of the electricity volumes specified in the trading proposals may only be greater than or equal to zero.

27.3 The electricity volumes specified in trading proposals shall refer to offer points.

27.4 The electricity volumes specified in the hourly adjustment schedules shall refer to offer points.

27.5 On PAB, participants may only submit electricity trading proposals in respect of withdrawal points.

27.6 Trading proposals for sale express the willingness to sell a volume of electricity (possibly modified to account for losses) equal to the one specified in the proposal. Trading proposals for purchase express the willingness to purchase a volume of electricity (possibly modified to account for losses) equal to the one specified in the proposal.

27.7 A trading proposal for sale submitted into PAB and confirmed involves the commitment to decrease electricity withdrawal from the grid in the offer point, in the applicable period and by the electricity volumes specified in the proposal, with respect to those defined in the cumulated final hourly withdrawal schedule pertaining to the same offer point.

27.8 A trading proposal for purchase submitted into PAB and confirmed involves the commitment to increase electricity withdrawal from the grid in the offer point, in the applicable period and by the electricity volumes specified in the proposal, with respect to those defined in the cumulated final hourly withdrawal schedule pertaining to the same offer point.

27.9 Each trading proposal for sale or purchase submitted into PAB shall be consistent with the withdrawal potential in the offer point to which the proposal refers and it shall reflect the will to increase or decrease withdrawal by the electricity volumes covered by the proposal in the offer point.

27.10 The modalities of allocation of conventional losses to the volumes specified in the trading proposals for purchase and sale, as provided for in the dispatching rules, shall be defined in the PAB Technical Rules.

27.11 Multiple participants may submit trading proposals into PAB in respect of the same offer point.

## ***Article 28***

### ***Submission of trading proposals***

28.1 Trading proposals may be entered into PAB by:

- a) filling in the appropriate forms available in GME's information system;
- b) sending a file, through GME's information system, in the format that is defined in the PAB Technical Rules.

28.2 When, upon a PAB sitting, GME receives a valid trading proposal from a participant in respect of a given offer point and such proposal has been submitted according to the modalities set forth in para. 28.1a) above, such proposal shall replace all the proposals that the same participant has previously submitted in respect of the same offer point and of the same applicable period and that GME has received during the same PAB sitting. Under the PAB Technical Rules, the trading proposals that have been submitted according to the modalities referred to in para. 28.1b) above shall replace or supplement the trading proposals that the same participant has previously submitted in respect of the same offer point and of the same applicable period and that GME has received upon the same PAB sitting.

28.3 A valid trading proposal may be replaced by a new proposal until the end of the PAB sitting.

28.4 A valid trading proposal submitted by a participant may be revoked until the end of the PAB sitting for which the proposal has been submitted.

## ***Article 29***

### ***Minimum contents of trading proposals***

29.1 Trading proposals submitted into PAB shall have at least the following data:

- a) identification code of the participant submitting the trading proposal;
- b) identification code of PAB;
- c) identification code of the offer point to which the trading proposal refers;
- d) applicable period to which the trading proposal refers;
- e) type of trading proposal (purchase/sale);
- f) specification of balanced trading proposal;
- g) volume of electricity covered by the proposal;
- h) any other information as defined in the PAB Technical Rules.

29.2 The maximum number of balanced trading proposals making up a multiple trading proposal shall be defined in the PAB Technical Rules. For determining the results of the PAB session, each multiple trading proposal shall be deemed to be a set of balanced trading proposals.

### **Article 30**

#### ***Validation of trading proposals***

30.1 Within the time limit defined in the PAB Technical Rules, GME shall check the validity of each trading proposal received. Within the same time limit, GME shall notify the participant of the outcome of the validation and of the reasons for any rejection.

30.2 Any trading proposal received shall be deemed to be valid if it meets the following requirements:

- a) the participant is not suspended at the time of receipt of the trading proposal;
- b) the participant is authorised to submit trading proposals in respect of the offer point involved;
- c) the trading proposal has been submitted according to the modalities covered by Article 28, para. 28.1 above;
- d) the trading proposal carries all the data referred to in Article 29, para. 29.1 above;
- e) the trading proposal has been received within the time limits defining the duration of the PAB sitting, as indicated in the PAB Technical Rules;
- f) the offer point is authorised for PAB.



## **Article 31**

### ***Technical adequacy of trading proposals***

31.1 GME shall verify the technical adequacy of valid trading proposals at the end of the PAB sitting.

31.2 A valid trading proposal shall be deemed to be technically adequate if:

- a) the participant is not suspended;
- b) the trading proposal complies with the requirements specified in Article 33 below.

31.3 With a view to applying the provisions of Article 33 below, GME shall use the step-up and step-down margins of each offer point.

31.4 *[omissis]*

## **Article 32**

### ***Step-up and step-down margins for PAB***

32.1 Within the time limit that is set for the close of the PAB sitting, GME shall assign the values of the step-up and step-down margins for PAB in respect of each offer point. The values of the step-up margins in respect of each offer point shall be equal to the post-MGP cumulated withdrawal schedule in respect of the same offer point. The values of the step-down margins in respect of each offer point shall be equal to infinity.

32.2 *[omissis]*

32.3 *[omissis]*

## **Article 33**

### ***Technical adequacy requirements of trading proposals on PAB***

33.1 The following provisions shall apply to the matters covered by Article 31, para. 31.2b).

33.2 The trading proposals for sale that are submitted into PAB shall be deemed to be technically adequate, if the specified electricity volume does not exceed the step-up margin for PAB in respect of the same offer point and the same applicable period, after

deducting the sum of the electricity volumes specified in the other trading proposals for sale, referring to the same offer point and to the same applicable period, that have been previously submitted and already deemed to be technically adequate.

33.3 The trading proposals for purchase that are submitted into PAB shall be deemed to be technically adequate, if the specified electricity volume does not exceed the step-down margin for PAB in respect of the same offer point and the same applicable period, after deducting the sum of the electricity volumes specified in the other trading proposals for purchase, referring to the same offer point and to the same applicable period, that have been previously submitted and already deemed to be technically adequate.

33.4 Each set of balanced trading proposals, identified by the same alphanumerical code selected by participants, shall be deemed to be technically adequate if:

- a) the individual trading proposals meet the requirements laid down in paras. 33.2 and 33.3 above;
- b) the individual trading proposals refer to the same applicable period and to the same geographical zone;
- c) the sum of the electricity volumes specified in the trading proposals for sale is equal to the sum of the electricity volumes specified in the trading proposals for purchase, taking into account the conventional losses allocated in accordance with Article 27, para. 27.10.

#### **Article 34**

##### ***Provisional close of PAB and provisionally non-technically adequate trading proposals***

34.1 Within the time limit defined in the PAB Technical Rules, GME shall provisionally close the PAB sitting.

34.2 Within one hour from the time limit referred to in para. 34.1 above, GME shall identify the trading proposals that have been deemed to be provisionally non-technically adequate upon the verifications mentioned in Article 31 above.

34.3 As a result of the determination referred to in para. 34.2 above, GME shall notify the provisionally non-technically adequate trading proposals, as well as the reasons for their inadequacy, to each participant that has submitted such trading proposals into PAB.

34.4 If GME has identified provisionally non-technically adequate trading proposals, GME shall reopen the PAB sitting within 30 minutes from the time limit specified in para. 34.2 above.

### **Article 35**

#### ***Results of PAB and hourly adjustment schedules***

35.1 Within the time limit specified in the PAB Technical Rules, GME shall finally close the PAB sitting and, within one hour from the close, GME shall determine its results in accordance with the provisions of this Article.

35.2 GME shall identify the confirmed trading proposals as those meeting the requirements of Article 33 above.

35.3 The trading proposals that have been identified as confirmed shall make up the hourly adjustment schedule.

35.4 After determining the hourly adjustment schedule, GME shall notify the following data to each participant that has submitted trading proposals into PAB and only in respect of such proposals:

- a) the confirmed trading proposals, specifying the confirmed electricity volume;
- b) the hourly adjustment schedules referred to in para. 35.3 above, pertaining to the trading proposals submitted by such participant and confirmed;
- c) the trading proposals that have been rejected as non-technically adequate as a result of the verifications mentioned in Article 31, para. 31.2 above and the reasons for their rejection.

35.5 At the end of the PAB session, GME shall notify the cumulated hourly adjustment schedule to the dispatching user of each offer point (if registered with PAB) and to Terna.

### **Article 36**

#### ***Unavailability of power grid assets***

36.1 Participants shall retain the rights and obligations that they have acquired on PAB even in the event of power grid asset unavailability due to actions of grid operators, owners or third parties, to orders of public authorities or to force majeure.

### **Article 37**

#### ***PAB suspension***

37.1 Upon exceptional circumstances, as defined in the dispatching rules, GME shall - at the request of Terna - suspend PAB.

37.2 GME shall notify AEEG (Autorità per l'Energia Elettrica e il Gas - Electricity & Gas Regulator) and the Ministry of Productive Activities of any PAB suspension.

### **Article 38**

#### ***Emergency conditions***

38.1 The following shall be deemed to be emergency conditions:

- a) GME is unable to receive the trading proposals submitted by participants according to the modalities referred to in Article 28, para. 28.1 above, owing to malfunctions in its telecommunication systems;
- b) for whatever reasons, including malfunctions of GME's information system, GME is unable to determine the results of a given PAB session;
- c) for whatever reasons, including malfunctions of GME's information system or telecommunications systems, GME is unable to notify participants of the results of a given PAB session.

38.2 In the case covered by para. 38.1a) above, GME shall notify participants of the occurrence of the emergency conditions and of the new time limit for the close of the PAB sitting, in accordance with the modalities specified in the PAB Technical Rules. In case of particularly serious events and if, within the new time limit for the close of the PAB sitting, the conditions referred to in para. 38.1a) above persist, GME shall cancel the sitting and notify participants and Terna thereof, according to the modalities specified in the PAB Technical Rules.

38.3 In the case referred to in para. 38.1b) above, GME shall suspend the transactions on PAB and notify Terna and participants of the expected duration of the suspension, according to the modalities specified in the PAB Technical Rules.

38.4 In the cases covered by para. 38.1c) above, the communication modalities to be adopted by GME shall be defined in the PAB Technical Rules.

38.5 GME shall not be liable for default due to force majeure, fortuitous case or events beyond its control, including but not limited to malfunctions in its information system due to viruses, hackers, strikes etc.

## **TITLE IV BILLING, INVOICING AND SETTLEMENT OF FEES**

### **SECTION I BILLING OF FEES**

#### ***Article 39***

##### ***Billing of fees***

39.1 At the end of each PAB session, GME shall determine the values of the trades confirmed on PAB, with a view to determining the fees referred to in Article 7, para. 7.1 above.

39.2 For each applicable period and separately for the set of offer points managed by each participant, GME shall determine the sum of the fees owed to GME for all the trades confirmed on PAB.

#### ***Article 40***

##### ***Daily billing***

40.1 Every day, based on the values and on the sums referred to in Article 39 above, GME shall determine - for each participant and separately for the set of the offer points - the sum of the amounts specified in Article 39, para. 39.2 above for all the applicable periods.

40.2 By the end of the day following the close of each PAB session, GME shall notify each participant of the amounts specified in para. 40.1 above.

**SECTION II**  
**INVOICING OF FEES**

**Article 41**  
**Invoicing period**

41.1 The invoicing period for the fees billed for PAB shall be the calendar month.

**Article 42**  
**Invoicing**

42.1 For each invoicing period and within the time limit defined in the PAB Technical Rules, GME shall issue invoices to each participant for the amounts referred to in Article 40, para. 40.1 above, in respect of all the applicable periods included in the invoicing period.

42.2 The invoices referred to in para. 42.1 above shall be sent to participants electronically, according to the modalities specified in the PAB Technical Rules.

**Article 43**  
**Invoice contents**

43.1 For each applicable period included in the invoicing period and for each PAB session, the invoices and notifications covered by Article 42, para. 42.1 above shall include at least the following data, where applicable:

- a) the electricity volumes covered by the trades that have been concluded;
- b) the fees referred to in Article 7, para. 7.1 above;
- c) the taxes applied;
- d) the total amount.

**SECTION III**  
**SETTLEMENT OF PAYMENTS**

***Article 44***

***Bank in charge of treasury services***

44.1 For the bank in charge of treasury services, reference shall be made to Article 82 of the Electricity Market Rules.

***Article 45***

***Payment of fees***

45.1 Based on the invoices received from GME under Article 42 above and in accordance with the modalities and within the time limits established in the PAB Technical Rules, participants shall pay the fees due to GME through the bank in charge of treasury services referred to in Article 44, para. 44.1 above.

***Article 46***

***Failure to pay the fees***

46.1 Failure to pay the fees shall involve the suspension of the defaulting participant from PAB.

**TITLE V**  
**PAB COMPLAINTS**

***Article 47***

***Submission of and minimum contents of complaints***

47.1 Complaints relating to PAB shall be submitted, under penalty of inadmissibility, in accordance with the requirements of this Title.

47.2 Each complaint shall include, under penalty of inadmissibility, the following elements:

- a) identification code of the disputed trading proposal, as assigned by GME's information system;
- b) decision of GME which is being disputed;
- c) concise description of the grounds for the complaint.

#### **Article 48**

##### ***Complaint against PAB results and hourly adjustment schedules***

48.1 The PAB participant may dispute the results of PAB and the hourly adjustment schedules by sending a notification to GME within 16:00 of the second working day following the one in which such results have been notified to the same participant.

#### **Article 49**

##### ***Complaint resolution***

49.1 GME shall notify the participant concerned of the outcome of the verification of the complaint specified in Article 48 above within 16:00 of the second working day following the deadline for submission of complaints.

49.2 If, in accordance with Article 38 above, a complaint has been submitted against a decision of GME based on which a trading proposal has been considered to be invalid or technically inadequate, if GME has accepted such complaint because of its wilful misconduct or gross negligence, and if such trading proposal would have been accepted failing GME's disputed decision, then GME shall only pay to the participant involved a compensation equal to the product, if positive, between the volume specified in the trading proposal and:

- a) if the complaint concerns a trading proposal for purchase, the difference between the balancing-up charges, as determined in accordance with the applicable rules, and the price arising from the Day-Ahead Market (MGP) on the same day and at the same hour as the ones to which the trading proposal refers;
- b) if the complaint concerns a trading proposal for sale, the difference between the price arising from the MGP and the balancing-down charges, as determined in accordance with the applicable rules, on the same day and at the same hour as the ones to which the trading proposal refers.



49.3 The acceptance of a complaint shall not modify the results of the PAB sitting to which such complaint refers.

**TITLE VI**  
**TRANSITORY AND FINAL PROVISIONS**

***Article 50***

***Transitory provisions on submission of trading proposals***

50.1 For the first twenty-nine days after the start of PAB, the provisions set forth in Article 25, para. 25.1a) shall not apply and the opening hours of the sittings shall be defined in the PAB Technical Rules.

***Article 51***

***Entry into force***

51.1 These Rules shall be published on GME's website and enter into force upon the date of their publication.

***Article 52***

***Annexes***

**Annex 1:** "Modello di domanda di iscrizione" (PAB Application Form)

***Annex 1***  
***PAB Participation Application***

**Application for Participation in the Demand-Side Bilaterals Adjustment Platform (PAB), as per article 12 of the PAB Rules, as amended**

I, the undersigned ... (name and surname), born in ...on ..., residing in ...(address), taxpayer's code ..., VAT number ..., telephone number ..., fax number ..., e-mail address ...

or

the company/other ...(company name or registered name), having its registered office in ... (address and postal code), taxpayer's code ...,VAT number ..., telephone number ..., fax number ..., e-mail address ..., represented by ..., in his/her capacity of .... (legal representative or duly authorised person)

**WHEREAS**

- Gestore del Mercato Elettrico SpA (hereinafter: GME) established the Demand-Side Bilaterals Adjustment Platform (hereinafter: PAB);
- the provisions governing the operation of PAB are defined in the Rules on the Demand-Side Bilaterals Adjustment Platform (hereinafter: PAB Rules), as amended and posted on GME's website;
- the PAB Technical Rules referred to in article 4 of the PAB Rules are posted on GME's website;
- under Legislative Decree no. 196 of 30 June 2003, as amended, GME shall process the Applicant's personal data with electronic means ensuring the security and the privacy of such data, in accordance with the personal data privacy statement provided under article 13 of the aforementioned Decree;

**NOW, THEREFORE,**

I, the undersigned, ...

or

the company/other ..., represented by ...in his/her capacity of ...(legal representative or duly authorised person)

**APPLY/APPLIES**

for participation in PAB and, for this purpose,

## DECLARE/DECLARES

- 1) that I/it have/has read and understood the PAB Rules and the PAB Technical Rules and unconditionally accept/s to be bound thereby;
- 2) that I/it have/has signed a contract with Terna concerning the dispatching service in withdrawal mode or that I/it am/is authorised to submit offers in respect of consuming units (for this purpose, I/it enclose/s a declaration made by the respective dispatching user in withdrawal mode);
- 3) that I/it have/has adequate professional qualifications and that I/it am/is proficient in the use of Information Technology (IT) or Information Communication Technology systems and related security systems or that I/it rely/relies on employees or assistants with such professional qualifications and IT- or ICT-proficiency;
- 4) that I/it authorise/s GME to process my/its personal data and disclose them to third parties in compliance with the applicable legislation;
- 5) that I/it also authorise/s GME to transfer my/its personal data, also for statistical purposes, to other parties providing the services required for the performance of GME's activities;
- 6) that the contact person/s for notifications, if any, is/are: Mr./Mrs./Ms. ..., in his/her capacity of ..., whose address is ... (specify telephone number, fax number and e-mail address);
- 7) that the person/s authorised to access PAB on behalf of the Applicant is/are:
  1. Mr./Mrs./Ms. ..., born in ... on ..., residing in ..., taxpayer's code ..., telephone number ..., e-mail address ...;
  2. Mr./Mrs./Ms. ..., born in ... on ..., residing in ..., taxpayer's code ..., telephone number ..., e-mail address ...;
- 8) (*where applicable*) that the identification code assigned by Terna is as follows:  
OE ...

Place and date

...

Signature

....