

CONTRACT FOR THE PUBLICATION OF INSIDE INFORMATION

This Contract is valid between

- Elia Transmission Belgium, a limited liability company incorporated under Belgian law, having its registered office at 1000 Brussels, Boulevard de l'Empereur / Keizerslaan 20, registered in the Belgian Crossroads Bank of Enterprises under number 0731.852.231 and represented by **[Name]**, in function of **[Role]**;
Hereinafter referred to as “**Elia**”.

and

- **[Market Participant name]**, a company established under **[Country]** law with registered offices at **[Address]**, company registration number **[Number]**, ACER registration code **[Number]**, EIC code **[Number]** and validly represented by **[Name]**, in function of **[Role]**;
Hereinafter referred to as “**User**”.

Elia and the User are hereinafter jointly referred to as the “**Parties**” (or individually, a “**Party**”).

WHEREAS:

European regulation 1227/2011 (REMIT) (Article 4), amended by the regulation 2024/1106, imposes an obligation for Market Participants to publish Inside Information through IIPs.

In the framework of this Contract, Elia proposes the provision of an Elia Inside Information Platform compliant with REMIT and ACER's requirements (hereafter Publication Service). The Elia Group IIP is an online platform, where Market Participants can publish their Inside Information in order to reach the general public and which allows them, free of charge, fast and easy access to such Inside Information. The Elia Group IIP is listed on ACER's following web page: <https://www.acer-remit.eu/portal/list-inside-platforms>.

This Contract shall govern the provision and use of this Publication Service.

DEFINITIONS:

1. **ACER**: the European Agency for the Cooperation of Energy Regulators.
2. **Electricity Facilities**: facilities for production of electricity, facilities for consumption of electricity, facilities for transmission of electricity and other types of electric facilities such as electric power storage unit.
3. **Elia**: Elia Transmission Belgium NV/SA, the company designated as the Belgian TSO, by Ministerial Decree of January 13, 2020, effective as of December 31, 2019 and for a renewable period of 20 years.
4. **Elia Group IIP**: Elia's Inside Information Platform, an IIP available on Elia Group website.

5. **Grid User:** As defined in article 2 §1 16° of the Code of Conduct for a Grid User connected to the ELIA Grid or to Public Distribution Grid; or as defined in article 2 §1 12° of the Code of Conduct for a Grid User connected to a CDS.
6. **Inside Information:** within the meaning of Article 2.1 of REMIT, is information of a precise nature which has not been made public, which relates, directly or indirectly to one or more wholesale energy products and which, if it were made public, would be likely to significantly affect the prices of those wholesale energy products.
7. **Inside Information Platform (IIP):** a person authorized pursuant to REMIT to provide the service of operating a platform for the disclosure of inside information and for the reporting of disclosed inside information to the Agency on behalf of market participants.
8. **Market Participant:** within the meaning of Article 2.7 of REMIT, is any person, including transmission system operators, distribution system operators, storage system operators and LNG system operators, who enters into transactions, including the placing of orders to trade, in one or more wholesale energy markets.
9. **OPA Contract:** Contract for the Outage Planning Agent, pursuant to article 126 of the Code of Conduct.
10. **Operations Manual:** Manual elaborated by Elia describing the technical requirements for the submission of Data to Elia for a publication on Elia Group IIP. The Manual is available on the IIP page of the Elia Group website.
11. **Outage Planning Agent or “OPA”:** As defined in article 3(87) of the SOGL and identified on the first page of the OPA Contract.
12. **Publication Service:** Service proposed by Elia for the User in the framework of this Contract regarding publication of Inside Information, described in Article 1 of this Contract.
13. **REMIT:** Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency came into force on December 28, 2011, amended by the regulation 2024/1106.
14. **User:** a natural person or a legal person who in his capacity of Market Participant signs this Contract and will use Publication Service.
15. **Visitors:** third parties, other than the Users, that visit the Elia Group IIP or the Website.
16. **Website:** any web page with the domain name “elia.be”.
17. **Working Day:** any calendar day except for Saturday, Sunday and Belgian public holidays

IN VIEW OF THIS, THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1: The Publication Service

Subject to the present Contract, Elia provides free of charge a Publication Service for publication of

Inside Information on Elia Group IIP, where it can be accessed and retrieved free of charge by the Visitors of the Elia Group IIP.

Article 2: Application – Entry into force of the Contract

This Contract will enter into force after signature by Elia and the User but not before 21 October 2025.

Article 3: Licenses

By submitting Inside Information to the Elia Group IIP, pursuant to Article 1, the User grants Elia the non-exclusive right:

- To use (including without limitation to reproduce, to distribute, to disseminate, to communicate, or to import) the Inside Information; and
- To make Inside Information freely available to the public on the Elia Group IIP under license terms to be determined by Elia in its sole discretion (including without limitation Creative Commons Licenses), through whatever means.

Article 4: Data in scope of the Publication Service

The scope of the Elia Group IIP corresponds to all Information related to Electricity Facilities defined as an Inside Information under the REMIT regulation. They are divided in two categories related to different web feed configurations:

1. Unavailability of Electricity Facilities – which corresponds to planned or unplanned electricity unavailability that are likely to significantly affect wholesale energy prices.
2. Other market information – which corresponds to Inside Information related to Electricity Facilities that do not fall under category 1. Typically, these are events that are likely to significantly affect wholesale energy prices but are less structured and less frequent by nature than unavailability of facilities (for example: reporting corporate or market developments, commissioning a new production facility etc.).

The list of Electricity Facilities described in Annex 1 of this Contract may be modified by submitting an updated list based on template in Annex 1 via e-mail to the Elia *Contractual responsible* and Elia *Transparency operational*, as per Annex 2. Following the request of an update of Annex 1, Elia disposes of 10 Working Days to approve the modifications, notify the User of the approval (or reasons for rejection) and the exact date of entry into force via e-mail to the User *Contractual responsible* and User *Transparency operational*, as per Annex 2.

Specificities for Electricity Facilities in Belgium

For Electricity Facilities for which the unavailabilities are already transmitted to Elia following the obligations in the OPA Contract concluded between the OPA and Elia, Elia shall use this information to publish on the Elia Group IIP. Elia assumes that there is a prior agreement between the User and the OPA, which in turn has obtained the necessary consent from the Grid User of the Electricity Facilities listed in Annex 1.

Elia will not interfere between the User and the OPA, meaning:

- a) When the User's *Contact in case of publication interruption*, as per Annex 2, is part of the OPA and a technical problem prevents regular publication, pursuant Article 6, it is up to the User to arrange with the OPA an automatic notification procedure in which the User is notified by the OPA without intervention of Elia.
- b) Elia will not share data with the User, when the data were submitted to Elia by the OPA, and vice versa.

Article 5: Representations, warranties and obligations of the User

The User represents and warrants that:

- a) It is a Market Participant, within the meaning of Article 2.7 of REMIT.
- b) It is registered pursuant to Article 9 of REMIT.
- c) it has all rights, power and authority necessary to disclose the Inside Information in the Elia Group IIP.
- d) It complies with any obligations on Inside Information provided in applicable regulations of the European Union, and the most recent Guidance provided by ACER, when submitting Inside Information to the Elia Group IIP.
- e) Comply with the technical requirements as stated in the Operations Manual, as published and amended by Elia from time to time, for the submission of Inside Information on the Elia Group IIP.
- f) It only uses the Elia Group IIP in order to disclose Inside Information, as defined in Article 2.1, second subparagraph of REMIT, which means that the information must meet the following cumulative conditions: (1) information of a precise nature, (2) which has not been made public, (3) which relates, directly or indirectly, to one or more wholesale energy products and (4) which, if it were made public, would be likely to significantly affect the prices of those wholesale energy products.

Furthermore, the User shall:

- g) Make the Inside Information as concise and as specific as reasonably possible, as well as precise and complete enough to allow a correct understanding of the underlying event(s) that might potentially affect the prices of wholesale energy products.
- h) Disclose the Inside Information in a timely manner, as described in the most recent Guidance provided by ACER, and without prejudice to the exceptional delayed disclosure provided in Article 4.2 of REMIT.
- i) Ensure that in the event the Inside Information to be submitted under the Publication Service contain personal data within the meaning of Article 4.1 of Regulation 2016/679 (GDPR), such personal data shall be processed in compliance with this Regulation, including but not limited to the collection of the consent of the data subjects, if such consent is necessary.
- j) Notify Elia in a timely manner of any error or delay that occurs while sending data to Elia, as well as any event that may affect the security or the integrity of Elia or its Publication Service, by written notice, in the manner provided in Article 8 of the Contract.
- k) The User disposes of the necessary back-up solution, in case of publication issue on Elia Group IIP notified by Elia to the User, as foreseen in Article 6.
- l) Respect the intellectual property rights of Elia and of third parties, including on the software and on the trademarks used in the Publication Service.
- m) Indemnify and hold Elia harmless from any damage claim that has been brought to Elia by its Visitors or any third party that is directly caused by the actions of the User vis-à-vis the Publication Service, including, but not limited to, the violation of REMIT and other applicable

regulations, the violation of applicable law in general, the violation of the Contract or any other measure issued by Elia or a competent authority, including any regulatory authority having jurisdiction.

Article 6: Obligations of Elia

Elia will respect the formalism defined by REMIT as well as the implementing regulation, the guidelines, the Manual of Procedures or any documentation specifying the publication modalities of the information and the historical information available.

Elia will take all reasonable and practicable steps to maintain the continuity and access to the Publication Service at all times, but will not be responsible for any suspension, interruption or temporary unavailability of the Publication Service, provided that Elia has not acted with gross negligence or willful misconduct in connection therewith. Elia shall inform the User when a technical problem prevents regular publication on the Elia Group IIP and/or shall share what temporary measures need to be taken by the User to complete publication. The notification will be sent by Elia via e-mail to the User's *Contact in case of publication interruption*, as per Annex 2.

Elia will ensure that all necessary maintenance work is carried out, which may lead to temporary limitation of its functionality, including the suspension of the Publication Service. In case of maintenance works on tools impacting Elia's publication process, Elia shall inform the User of the likely consequences and of their scheduled duration. The notification will be sent by Elia via e-mail to the User's *Contact in case of publication interruption*, as per Annex 2.

Elia will bear no responsibility for contents submitted to Elia. Some fields may be pre-filled by Elia with the consent of the User, but will not lead to any liability regarding the publication for Elia, as this lies and remains with the User.

Elia may, under its own responsibility, subcontract part or all of the Publication Service to third parties.

Elia's obligations have a best-efforts nature.

Article 7: Liability – Force Majeure

The liability of Elia under the Contract shall be limited to cases of gross negligence or willful misconduct.

Except gross negligence or willful misconduct, neither Party shall be liable to the other for any loss of profit, loss of business, or any other indirect incidental, special, or consequential damages of any kind arising from a breach of their obligations under the Contract.

Neither Party shall be entitled to hold the other Party's group companies, officers, employees or contractors liable for any breach by the other Party of the Contract.

Neither Party shall be liable for default due to Force Majeure. "Force Majeure" means the occurrence of an event which (i) is outside the reasonable control of the affected Party and (ii) which prevents such Party from performing one or more of its obligations under the Contract, provided that (iii) such event or the impact of such event on the Party's performance of relevant obligation(s) could not reasonably have

been overcome or have been prevented by such Party within the time allowed for performance of the relevant obligation(s).

Neither party shall be liable for any interruption, delay or anomaly in the access of the Elia Group IIP and its content and/or use of the Publication Service, related to power outages, loss of internet access, accidents, natural disasters, fires, strikes, or any other event beyond the control of the defaulting Party.

Elia is not responsible for actions or consequences by actions taken by its Visitors or any third party, on the basis of the content of the Inside Information provided by the User.

The User shall be liable for any damages suffered by Elia, which are, directly or indirectly related to the actions of the User vis-à-vis the Publication Service, including, but not limited to, the violation of REMIT and other applicable Regulations, the violation of applicable law in general, the violation of the Contract or any other measure issued by Elia or a competent authority, including any regulatory authority having jurisdiction.

Article 8: Termination of the Contract and Remedies

Each Party has the right to terminate the Contract without giving any reasons and without prior authorization by the court, upon 30 Working Days written notice, in the manner provided in Article 9 of the Contract.

Notwithstanding the paragraph above, either Party may terminate the Contract by written notice if the other Party fundamentally breaches its obligations and such fundamental breach is not remedied within 15 Working Days after written notice, in the manner provided in Article 9 of the Contract, in which the non-defaulting Party specifically indicates the nature of the breach and its intention to invoke this shorter notice period. The deadline of 15 Working Days can be extended by the impacted Party.

The termination of the Contract shall not affect the applicable rights and provisions of the Contract governing liability, dispute resolution, or any other rights or obligations in the Contract which by nature are intended to survive its termination.

Article 9: Contact information

Contact information of Parties is detailed in Annex 2. Parties keep the contact details up to date by exchanging the filled-out template in Annex 2 via e-mail to the *Contractual Responsible* and the *Transparency operational*, as per Annex 2.

Any written notice referred to in this Contract shall be sent by registered letter or by e-mail.

Article 10: Severability

The possible nullity, invalidity and/or unenforceability of any of the provisions of the Contract shall in no way compromise the validity and/or enforceability of its other provisions. In addition, the Parties undertake to negotiate in good faith in the event of nullity, invalidity or unenforceability of one or more

provisions of the Contract in order to replace the provision in question with a valid and enforceable provision closest to the initial intention of the Parties.

Article 11: Changes to the Contract

Elia reserves the right to change the terms that apply to the Contract. The User will be notified of such amendment including the date of entry into force of the new Contract. The amendments shall enter into force as indicated by Elia to the User in the notification but not earlier than 14 days after such notification. User shall review the new Contract. In case User does not agree with the amendments that would be applicable to the Contract currently in force, User may terminate the Contract.

Article 12: Applicable Law and Competent Courts

This Contract is exclusively governed by Belgian law, to the exclusion of its conflicts of law provisions. Any dispute concerning its validity, interpretation or implementation will be brought before the competent court in Brussels, which has exclusive jurisdiction to hear such dispute.

* * *

Signature by User

Location:

Date:

Signature

Name:

Function:

Signature by Elia

Location:

Date:

Signature

Name:

Function:

ANNEX 1: Electricity Facilities list

The User must list in the table below the Electricity Facilities and their characteristics in scope of Inside Information for Unavailability of Electricity Facilities in the framework of this Contract. The related characteristics of these units will be used by Elia to fill-in fields required by ACER on the Elia Group IIP.

For Electricity Facilities for which the unavailabilities are already transmitted to Elia following the obligations in the OPA Contract concluded between the OPA and Elia, the Unit code (EAN) in table below corresponds to the Delivery Point (EAN)

[illegible]

ANNEX 2: Contact Details

Version: DD/MM/YYYY

For Elia:

Contractual responsible
Name:
E-mail:
Address:
Elia Transmission Belgium NV
Customers Department
Boulevard de l'Empereur 20
1000 Brussels
Transparency operational
Name: Manuel Aparicio
E-mail: transparency@elia.be
Address:
Elia Transmission Belgium NV
Customers Department
Boulevard de l'Empereur 20
1000 Brussels

For the User:

Contractual responsible
Name:
E-mail:
Address:
Transparency operational
Name:
E-mail:
Address:
Contact in case of publication interruption
E-mail: