

# General Terms & Conditions

## Flexibility Hub

### Definitions

Capitalized terms shall have the meaning given to them in the specific contract entered into between Flexibility Hub and the Client (the "Contract").

### Precedence

In the event of any conflict or inconsistency between these GT&C and the Contract, the provisions of the Contract shall prevail.

### General

1. The parties are obliged to keep confidential the information necessary for the execution of the assignment received from the other party in the context of the execution of this contract. They may not disclose such information to third parties without the written consent of the party from which the information originated.
2. To ensure optimal performance of the Agreement, the Customer undertakes, during the Contractual Period, to perform the Agreement to the best of its ability and to act in good faith and loyalty in its relationship with FLEXIBILITY HUB.
3. Should FLEXIBILITY HUB be held liable for any damages, FLEXIBILITY HUB's liability would in any event always be limited to the amount paid out by its insurer in such a situation and never higher than the amounts already invoiced by FLEXIBILITY HUB. In any event, FLEXIBILITY HUB can never be held liable for indirect damages, including consequential damages, lost profits (lucrum cessans), missed savings and damages resulting from business interruption.
4. The parties authorize each other to use each other's name and trademark on their websites and in press articles, for marketing and promotional purposes only.
5. All fees related to the Agreement will be indexed annually according to the health index published by the Belgian statistical office (Statbel).
6. If a situation arises which this Agreement did not stipulate, such situation will be assessed in the spirit of this Agreement and in good faith.
7. Non-solicitation
  - 7.1 Each of the Parties shall refrain from employing the Employees of the other Party, whether directly or indirectly through an intermediary or an affiliated company, both during the term of the Framework Agreement and for a period of 12 months following its termination, unless prior written consent has been obtained between the Client and the Subcontractor.
  - 7.2 If, during the period referred to above, a Party nevertheless proceeds with the recruitment of or collaboration with one of the Employees of the other Party, that Party shall, at the express request of the other Party, pay a lump-sum compensation of EUR 25,000.00 per Employee.
8. If any clause or provision of this Agreement is declared invalid or unenforceable, this shall not affect the validity and enforceability of the remaining clauses or provisions of this Agreement. The Parties shall consult to agree on new provisions to replace those which have become invalid, and which are as close as possible to the scope and purpose

of the original provisions.

9. A Party's failure or delay in exercising the rights or obligations covered by this Agreement, the partial exercise of those rights or obligations, or a partial response or failure of a Party to respond in the event of a breach by the other Party of one or more provisions of this Agreement, shall not be considered or construed as a waiver (express or implied, full or partial) of that Party's rights or obligations under this Agreement or under that provision(s), nor shall it preclude the exercise of those rights and obligations in the future. Any waiver of a right or obligation must be express and in writing. If an express written waiver of a right or obligation has been made because of a specific breach by a Party, the other Party may not rely on such waiver in favour of a new breach similar to the previous breach, or in favour of any other form of breach.
10. Each Party represents and warrants that it has the right to enter and perform this Agreement and indemnifies the other Party against all claims in this regard.
11. This Agreement is governed by Belgian law. Any dispute concerning the interpretation or execution of this Agreement is subject to the exclusive jurisdiction of the Dutch-speaking courts of Brussels.

# Software as a Service (SAAS) Terms & Conditions

## Overview of SAAS Services

Flexibility Hub provides **Platform-as-a-Service (SAAS)** solutions as outlined in this agreement. The terms here apply to all services delivered for the Client under relevant use cases.

### 1. Service Provision & Payment

- During the service term, Flexibility Hub will provide the agreed SAAS services, given that the Client fulfils all obligations.
- Services are delivered in exchange for payment of applicable charges, as outlined in the remuneration policy.
- If any service terms differ from the remuneration policy, the remuneration policy will take precedence.

### 2. Quality & Compliance

Flexibility Hub ensures that SAAS services are:

- Delivered with skill and care.
- Compliant with all applicable laws and regulations.
- Managed by trained and qualified personnel.

### 3. On-Site Responsibilities

- If Flexibility Hub personnel work on the Client's premises, they will follow all reasonable health, safety, and security guidelines communicated beforehand.
- However, if these guidelines limit service performance, Flexibility Hub cannot be held responsible for any delays or restrictions.

### 4. Service Delivery & Performance

- Flexibility Hub will make reasonable efforts to meet agreed service levels.
- Any estimated performance dates are **indicative only** and not legally binding.
- If service delays occur due to the Client's request or actions, new timelines may be agreed upon, and additional charges may apply.

### 5. Modifications & Changes

Flexibility Hub may adjust SAAS services in cases where:

- Improvements enhance service quality.
- Changes are required to comply with laws.
- Sourcing constraints impact delivery.
- The changes do not negatively affect service quality.

In such cases, the Client will be informed, and any necessary fee adjustments will be communicated.

## 6. Client Responsibilities

The Client is solely responsible for:

- Ensuring that their systems align with service requirements.
- Providing necessary materials, site access, and collaboration for service setup.

## 7. Handling Defaults & Non-Compliance

If the Client does not meet its obligations:

- Flexibility Hub may **pause services** until the issue is resolved.
- The Client may be responsible for costs related to delays or disruptions.

## 8. Subcontracted Services & Personnel Changes

- Any SAAS services subcontracted by Flexibility Hub will follow these same terms.
- Flexibility Hub may replace personnel involved in service delivery at its discretion.

## 9. Transfer Regulations

- This agreement does **not** anticipate any transfer of personnel to Flexibility Hub.
- If a transfer claim arises, Flexibility Hub may terminate the individual, and the Client must cover any related costs.

## 10. Setup & Integration

- Flexibility Hub will provide the necessary setup services to enable platform access.
- The Client will work with Flexibility Hub to define integration needs based on their IT systems.
- While seamless integration cannot be guaranteed, Flexibility Hub will provide support to help the Client connect their systems to the SAAS platform.

## 11. Subscription & Usage

- Access to the SAAS services is **restricted to authorized users** under this agreement.
- If service interruptions occur, Flexibility Hub will make reasonable efforts to resolve them.

## 12. Data & Compliance

- The Client is responsible for **backing up their data**, even if Flexibility Hub follows standard archiving procedures.
- Flexibility Hub may modify services for **legal compliance or operational reasons** and will notify the Client accordingly.

## 13. Additional Services

- If the Client requests extra configuration or integrations beyond standard setup, Flexibility Hub may provide an estimate.
- If accepted, additional services will be charged at the **standard rates** unless agreed otherwise.

## 14. Pricing & Billing

- The price for SAAS services is set out in the **Body Contract**, based on each specific use case.
- Charges are calculated per **billing period**, using a formula based on volume brackets and service fee rates.

## 15. Pricing Adjustments

- Flexibility Hub may adjust **standard rates** based on:
  - The **Belgian Consumer Price Index** or the **yearly inflation rate** set by the National Bank of Belgium.
- Clients will receive **written notice** at least **30 days** before the new rates take effect.

## 16. Payment Terms & Late Fees

- Payments must be made by the due date.
- If payment is late and **not disputed**, **interest** will accrue at the default rate.

## 17. Pricing Corrections & Disputes

- If a **pricing error** is identified, Flexibility Hub will inform the Client and apply the **correct price**.

## 18. Additional Costs for Delays & Non-Compliance

- If the Client's actions cause delays or extra costs, Flexibility Hub may **charge for wasted time and materials** at standard rates.

## 19. Invoicing Schedule

Invoices are issued **quarterly**, in arrears, in line with DSR charges under the agreement:

- **SAAS service modules** – Quarterly billing
- **Other services** – Quarterly billing
- If services are delayed due to Client actions, they may be invoiced on the **attempted delivery date**.

## 20. Adjustments & Service Credits

- If there is a **SAAS service failure**, **service credits** will be applied to the **next invoice**.
- Service credits are the **sole remedy** for failures where they apply.

# Intellectual Property & Confidentiality Clause

## Flexibility Hub – Data Protection Policy

### 1. Handling Personal Data

- This agreement governs how **personal data** is shared and managed between the parties.
- The **data provider** must ensure that all transfers are lawful and have necessary consent.

### 2. Data Security & Confidentiality

- Personal data can only be used for **agreed purposes** and must remain **confidential**.
- All parties must ensure their employees follow strict **data protection and security** measures.
- No **unauthorized access or transfer** of personal data is allowed.

### 3. Compliance & Incident Management

- Any **data breach** must be reported **immediately** to the other party.
- Both parties must **assist each other** in complying with data protection regulations.
- Reasonable steps must be taken to **train staff**, manage breaches, and review compliance.

### 4. Liability & Indemnity

- If one party **violates data protection laws**, they must cover any resulting legal costs or penalties.

## Flexibility Hub – Confidentiality Agreement

### 1. Protection of Confidential Information

- Both **Flexibility Hub** and the Client agree to keep all **confidential business information** private during the term of the agreement.
- No party may **disclose, share, or use confidential information** unless required for fulfilling contractual obligations.

### 2. Limited Use of Information

- Confidential information should only be used for the **specific purpose of delivering agreed services**.

### 3. When Disclosure is Allowed

Confidential information **may only be shared** without prior consent in the following cases:

- To **prospective customers** involved in services.
- To **employees, representatives, and affiliated companies** who must keep the information confidential.

- To **professional service providers** (e.g., subcontractors) who must follow the same confidentiality rules.
- When required by **law, regulators, or stock exchange rules**.
- With **banks or financial institutions** for business financing, provided they keep it confidential.
- To **potential business buyers or investors**, as long as they commit to confidentiality.
- If needed for **legal proceedings** related to the agreement.
- If the information is **already public** without breaching this confidentiality clause.

#### 4. Notification Before Disclosure

- Before sharing confidential information under the above cases, the **disclosing party should notify the other**, unless prevented by law or impractical circumstances.

#### 5. Legal Remedies for Violations

- If confidential information is **leaked or misused**, the affected party has the right to seek **legal protection**, including:
  - **Injunctions** to stop further disclosures.
  - **Specific legal action** to enforce confidentiality.
  - Other appropriate legal remedies to prevent damage.

# DEMAND SIDE RESPONSE SERVICES

## REMUNERATION TERMS

### 1.1. 1. Service Overview

- Flexibility Hub offers aggregated Flexible Power to help balance the electricity grid and trade flexibility in energy markets.
- The Client's assets (Participating Units) will be connected to Flexibility Hub's system via Delivery Points, as specified in the Flexibility Report.
- Optimisation Services will ensure that the Client receives a share of the revenue generated from flexible power transactions in the markets.

### 1.2. 2. Key Terms & Responsibilities

- Exclusive Access – The Client agrees that their Flexible Power will be made exclusively available to Flexibility Hub for trading and optimisation.
- Revenue Sharing – The Client will receive payment based on a revenue-sharing model, as detailed above.
- Service Conditions – Flexibility Hub's obligation to provide optimisation services is conditional on the successful completion of the Acceptance Tests.

### 1.3. 3. Financial Terms & Billing

- The remuneration for Flexible Power provision and activation is outlined in the Demand Side Response Services Remuneration Terms, clause 2.
- On a quarterly basis, Flexibility Hub will request the Client to issue invoices based on final optimisation amounts.
- Adjustments & Corrections:
  - Any invoices received less than 30 days before the optimisation amount release will be included in the next period.
  - Past corrections will be reflected in subsequent invoicing.
- Dispute Rights:
  - The Client may dispute any optimisation invoice within 30 days of receiving the request.
  - Flexibility Hub also has the right to dispute any invoices that do not match the requested amounts.
- Payment Rules:
  - If the Client fails to invoice the requested amount within three years, Flexibility Hub may refuse payment.
  - Flexibility Hub can offset outstanding payments against future invoices if necessary.

## 2. Remuneration Mechanism

Once the **conditions precedent** have been fulfilled for a specific Participating Unit, **Flexibility Hub** is entitled to enter into **Transactions** across the various Markets listed in the **Flexibility Report**, in order to deliver the **Optimisation Services**.

A **Transaction** is an agreement between **Flexibility Hub** and the **Client**, in which the Client commits to follow (or be capable of following) a power setpoint with its Participating Unit during a defined time interval (the **Transaction Obligation**), in return for a payment from Flexibility Hub (the **Transaction Amount**).

In return for setting up these Transactions, **Flexibility Hub** receives a **Transaction Fee**, calculated based on the Transaction Amount.

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### Transaction Categories (per Market)

Up to three categories of Transactions may be defined for each Market:

1. **Stand-Alone Transaction**: Reflects the value generated by operating the unit independently in a specific Market.
2. **VPP Transaction (Virtual Power Plant)**: Reflects the additional value created by operating the unit as part of the Flexibility Hub pool, on top of the Stand-Alone Transaction.
3. **Backup Transaction**: Reflects the cost of Backup Assets required to unlock the additional optimisation value of the VPP Transaction.

**VPP and Backup Transactions** are optional services. The Client may opt out at any time with one month's notice if the cost is deemed too high compared to the additional revenue. The Flexibility Report will be updated accordingly.

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### Transaction Types (per Market)

Two types of Transactions may apply:

1. **Capacity Transaction**: The Client commits to being able to follow a power setpoint at any time during a specified interval, in exchange for the Transaction Amount.
2. **Energy Transaction**: The Client commits to following a power setpoint during a specified interval, in exchange for the Transaction Amount.

The table below (not included here) outlines the different Transactions available across the Markets. The **Flexibility Report** specifies which ones are covered under this Agreement.

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### Backup, Wholesale, and Imbalance Transactions – Flexibility Hub

#### Backup Transactions (aFRR and FCR)

Backup Transactions (both Capacity and Energy) in the aFRR or FCR markets represent the costs that **Flexibility Hub** pays to other physical assets that support the Client's Participating Unit. These supporting assets enable the Client's unit to generate additional revenues in these markets.

#### Wholesale Transactions

Wholesale Transactions include not only standard wholesale arbitrage operations but also any energy traded to charge or discharge the battery. This ensures the battery remains within its state-of-energy constraints while participating in a given Market.

## Imbalance Transactions

Imbalance Transactions include both pure imbalance arbitrage and any imbalance-related revenues or costs resulting from Flexibility Hub's steering signals. This includes, for example, FCR imbalance costs due to activations or actions taken to manage the battery's state of energy.

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### Transaction Amount – Principles and Allocation

To ensure fair treatment of all assets in the Pool, **Flexibility Hub** applies the following principles when setting up Transactions and determining the corresponding **Transaction Amount** for the Client:

#### 1. Revenue Distribution

The total Transaction Amount across all assets in the Pool equals the total amount received from the Market. This means all market revenues (or costs) are proportionally distributed among the assets.

#### 2. Stand-Alone Bids

Before the Market Gate Closure Time, Flexibility Hub defines Stand-Alone bids (price, volume, and expected delivery cost) for the Client's Participating Unit. These are based on:

- The unit's technical capabilities
- Associated costs
- Available flexible power at the Nomination Deadline
- Market assumptions (e.g. expected activations, price levels)

If the Stand-Alone bids would have been accepted in the auction, Stand-Alone Transactions are awarded to the Client's unit.

#### 3. VPP Bids

Also before Gate Closure, Flexibility Hub defines VPP bids for the Pool, considering:

- The Pool's capabilities and costs
- Flexible power and energy at the Nomination Deadline
- Market assumptions

If these VPP bids are accepted, the Client's unit receives a share of the resulting VPP Transactions. The Transaction Amount reflects the Client's share of the additional optimisation value beyond the Stand-Alone value.

#### 4. Backup Transactions

If VPP bids are accepted, Backup Transactions are set up for the Client's unit. The Transaction Amount reflects the Client's share of the usage and reservation costs paid by Flexibility Hub to the Backup Assets that made the VPP Transaction possible.

#### 5. Cost Allocation for Backup

The total Transaction Amount for Backup Transactions across all assets equals the total cost paid by Flexibility Hub to the Backup Assets. These costs are distributed proportionally.

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## Transparency and Auditability

Upon request, **Flexibility Hub** can provide proof of compliance with these principles through a statement of agreed-upon procedures issued by an external auditor. This includes:

- Verification that all market revenues and costs are fully distributed.
- Verification that the same calculation methods are applied to all assets in the Pool.
- Verification that input data (from Stand-Alone and VPP bids) was set before the Market Gate Closure Time.

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## Monthly Reporting

Each month, **Flexibility Hub** will report the estimated value of all Transactions from the previous month, broken down with appropriate granularity.

Granularity	Items
Monthly	Total Transaction Amount per Month per Market split by Capacity and Energy Total Transaction Amount of the month
Daily	Total Transaction Amount per day per Market split by Capacity and Energy Total Transaction Amount of the day
Quarter hourly	Market, Transaction Type, Transaction Category, Transaction Amount, Transaction Price, Transaction Volume and Transaction Fee. $T_{i,qh} = \sum_{i \in qh} Price_i \times Volume_i$ i: being the identifier of the Transaction and is linked to the smallest interval at which the price or volume are determined for a given Market e.g. aFRR Energy price is 4 seconds; aFRR capacity bids is 4 hour; Imbalance is 15 minutes; ... Price: will be expressed in €/MWh for energy transactions and €/MW for capacity transactions. Volume: will be expressed in MWh for energy transactions and in MW for capacity transactions.

Sign convention of the Transaction Amount: A positive value means a payment from Flexibility Hub to the Client; A negative value means a payment from the Client to Flexibility Hub.

### Transaction Fee

The Maximum Transaction Fee for a Transaction depends on the Transaction Category:

Transaction Category	Maximum Transaction Fee
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Stand-Alone	As defined above
VPP	As defined above
Backup	As defined above

## Transaction Fees and Penalties – Flexibility Hub

### Transaction Fee Adjustments

**Flexibility Hub** reserves the right to adjust the **Transaction Fee** for individual Transactions in line with its trading strategy.

The **VPP Transaction Fee** is set equal to the **Backup Transaction Fee**. This means that Flexibility Hub shares part of the cost of the Backup Assets, aligning its interests with those of the Client. Both parties are therefore incentivised to minimise these costs and to use Backup Assets only when the expected additional value exceeds the expected cost.

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### Penalty Amount

On a monthly basis, a **Penalty Amount** may be charged to the Client in cases of:

- Delivery failures
- Renominations
- Secondary market deals

The following principles apply when determining the Penalty Amount:

#### 1. Market-Level Allocation

- The total Penalty Amount across all assets equals the penalties incurred by Flexibility Hub in the Market.
- If no penalty is incurred at the Pool level for a given settlement interval, no penalty will be charged to the Client—even if the Client was individually in default during that interval.

#### 2. Alignment with Grid Operator

- The penalty settlement interval will match the time interval used by the Grid Operator for penalty determination.

#### 3. Direct Allocation

- Any penalty that can be directly attributed to a specific Participating Unit will be allocated accordingly.

#### 4. Shared Allocation

- For penalties that cannot be directly attributed, Flexibility Hub will determine each Client's contribution using a consistent method for all providers, reflecting the penalty principles applied by the Grid Operator where possible.

## Optimisation Invoice Amount

The **quarterly Optimisation Invoice Amount** is the sum of the monthly Optimisation Invoice Amounts. It includes any **Penalty Amounts** charged during the respective months.

$$\text{Invoice Amount}_Q = \sum_{i \in Q} T_i \times (1 - TF_i) - \sum_{m \in Q} \text{Penalty Amount}_m \times (1 - TF_m)$$

With

$T_i$  : The Transaction Amount related to the Transaction i with respect to a delivery period that occurred during the quarter Q.

$TF_i$  : The Transaction Fee related to the same Transaction i.

$TF_m$  : The monthly Transaction Fee calculated as the weighted average Transaction Fee over the month m.

$$TF_m = \frac{\sum_{i \in m} T_i \times TF_i}{\sum_{i \in m} T_i}$$

## Special Cases – Negative Transactions, Supply Contracts, and Standby Fees

### Negative Value Transactions

If a **Transaction Fee** is applied to a Transaction with a **negative value** (e.g. backup cost, wholesale purchase, or negative imbalance), this means that **Flexibility Hub** will bear part of the cost. This creates a natural incentive for Flexibility Hub to align its interests with those of the Client.

### Annual Netting of Payments

Over the course of a year, the Client will not owe any net cash payments to Flexibility Hub when considering the total of all **Capacity Transaction Amounts** and **Penalty Amounts**.

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## Supply Costs and Imbalance Exposure

### The Client with an Imbalance-Exposed Contract

If the Client is exposed to imbalance prices through its electricity supply contract, the **Optimisation Invoice Amount** will:

- **Exclude** the Imbalance Transactions resulting from Flexibility Hub's steering, since the Client already receives the corresponding value through its supply contract.
- **Include** Flexibility Hub's **Transaction Fee** for these Imbalance Transactions.

If the Grid User changes to a **non-imbalance-exposed contract**, it must notify Flexibility Hub **at least 10 working days** before the change takes effect.

### Client without an Imbalance-Exposed Contract

If the Grid User has a supply contract **not exposed to imbalance prices**, the Client and Flexibility Hub will collaborate to establish a **Transfer of Energy (ToE) Opt-Out Agreement** with the Electricity Supplier. This agreement enables the Participating Unit to participate in certain Optimisation Markets.

- The Client agrees that Flexibility Hub and the Electricity Supplier may exchange relevant **metering data** related to the Access Point and the Participating Unit.

- If no ToE Opt-Out Agreement is in place, Flexibility Hub may charge a **standby fee of €1,000 per month** for each month it is unable to valorize the Participating Unit on the Reserve Markets.

The **costs and revenues** associated with the ToE Agreement will be shared between the Client and Flexibility Hub as **Stand-Alone Transactions**.

If the Grid User changes its Electricity Supplier or switches to an imbalance-exposed contract, it must inform Flexibility Hub **at least 10 working days** in advance. Any imbalance costs incurred by Flexibility Hub due to a failure to notify within this timeframe will be **fully invoiced** to the Client as part of the **Transfer of Energy costs**.

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### Transfer of Energy (ToE) – Flexibility Hub

#### Grid User with an Imbalance-Exposed Contract

If the **Grid User** is exposed to imbalance prices through its Electricity Supply Contract, the **ToE cost** (in case of an up activation) or **ToE revenue** (in case of a down activation) is calculated as:

Grid Operator's imbalance price  $\times$  Energy requested ( $E_{\text{requested}}$ ) for aFRR

Grid Operator's imbalance price  $\times$  Energy supplied ( $E_{\text{supplied}}$ ) for mFRR

This amount is charged or paid directly to the Grid User.

When the requested energy is delivered, the **Transfer of Energy** results in **no net cost or revenue** for the Grid User, since the same amount is settled through the supply contract as an imbalance. Therefore, the **net activation remuneration** corresponds solely to the **activation fee**. If the Grid User changes to a **non-imbalance-exposed contract**, it must notify Flexibility Hub **at least 10 working days** before the change becomes effective.

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#### Grid User without an Imbalance-Exposed Contract

If the Grid User has a supply contract **not exposed to imbalance prices**, the **Activation Price** provided by the Client must reflect that the electricity invoice will be based on actual metered consumption, including the activated energy.

Flexibility Hub will include in its energy bid to the Grid Operator:

- The **Activation Price** stated in the Flexibility Report
- The **cost linked to the Transfer of Energy**

This additional amount will be used to compensate the Electricity Supplier for the ToE-related costs.

To enable participation in the aFRR market, the **Client and Flexibility Hub** will work with the Electricity Supplier to establish a **ToE Opt-Out Agreement**. The Client agrees that Flexibility Hub and the Supplier may exchange relevant **metering data** related to the Access Point and the Participating Unit.

If no such agreement is in place, Flexibility Hub may charge a **standby fee of €1,000 per month** for each month it is unable to valorise the Participating Unit on the Reserve Markets. If the Grid User changes its Electricity Supplier or switches to an imbalance-exposed contract, it must inform Flexibility Hub **at least 10 working days** in advance. Any imbalance costs incurred due to failure to notify will be **fully invoiced** to the Client as part of the **Transfer of Energy costs**.

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### Determination of Requested, Supplied, and Missing Energy

The following methodology applies to calculate:

- Energy requested
- Energy supplied
- Energy missing

The requested energy is calculated as the difference between the baseline and the setpoint sent by Flexibility Hub during a given Settlement Period (m), for a specific Reserve Program (program) and direction (d).

$$E_{\text{Requested}_m}^{\text{program } d} = (ActivationBaseline_m^{\text{program } d} - P_{\text{setpoint}_m^{\text{program } d}})/H$$

- $ActivationBaseline_m^{\text{program } d}$
- : the baseline calculated according to the specifications of the applicable Reserve Program (program) and for direction (d) in the Settlement Period (m)
- $P_{\text{setpoint}_m^{\text{program } d}}$ : the power level to which the Client is requested to activate to in the Settlement Period (m) of a given activation.
- H : the number of Settlement Periods contained in one hour

The energy supplied is based on the delta between the baseline and the measured power during a given Settlement Period (m) for a Reserve Program (program) and in direction (d) and determined as follows:

$$E_{\text{Supplied}_m}^{\text{program } d} = (ActivationBaseline_m^{\text{program } d} - P^+_{\text{metered}_m^{\text{program } d}})/H$$

- $ActivationBaseline_m^{\text{program } d}$
- : the baseline calculated according to the specifications of the applicable Reserve Program (program) and for direction (d) in the Settlement Period (m)
- $P^+_{\text{metered}_m^{\text{program } d}}$
- : the average consumed or injected power of the Delivery Points of Client in the Settlement Period (m) but not exceeding the requested power setpoint.
- H : the number of Settlement Periods contained in one hour

The missing energy is the energy that was available but not delivered by the Client during a given Settlement Period (m) of a given activation.

$$E_{\text{Missing}_m} = E_{\text{Requested}_m} - E_{\text{Supplied}_m}$$

## Acceptance Tests

Flexibility Hub will in cooperation with the Client perform the tests specified below in order to validate and update where necessary the information in the Flexibility Report and to validate if the Participating Unit is/are capable to participate to the Prequalification Tests.

Step	Description
Network check	Verify if the Participating Unit can connect to Flexibility Hub's system over the local network of the Client.
I/O Checks	Ensure communication between Flexibility Hub systems and the Client's local control system is functioning correctly.
Flexible Power Metering Equation	Determine the final Flexible Power Metering Equation(s), based on a test that simulates an activation in a given Program.  The Flexible Power Metering Equation(s) will be inserted or updated in this Flexibility Report and shared with the Client.
Test Prequalification profile	To ensure the Participating Unit will be able to succeed the Prequalification Test with the TSO, the final step in the Acceptance Test is running the prequalification profile for each applicable Market.

## Unavailabilities and nominations

### Unavailabilities

Given daily bidding by Elia, the Client can request to be removed from the auctions on a daily basis by entering an unavailability period in the customer portal.

The Client commits to provide information on its planned maintenance, planned unavailabilities before the applicable Nomination Deadline.

<b>Nomination Deadline</b>	The Gate Closure Time defined by the Market operator minus 2h.
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For information purposes below table lists the Nomination Deadlines applicable at moment of writing the contract.

Reserve Program	Nomination Deadline
FCR	D-1 6h00
aFRR UP	D-2 14h00
aFRR DOWN	D-2 14h00
mFRR	D-1 8h00
Day-Ahead	D-1 10h00
ID	H minus 2h

Flexibility Hub distinguishes the following ways of communicating unavailabilities depending on whether they are planned or real-time, firm or expected, partial or full.

- Firm Realtime Unavailability: Regulation status sent from the controller of the Participating Unit directly indicating that the Participating Unit will not respond to any steering signals. Such an unavailability is always fully and never partially.
- Firm Planned Unavailability: A period, indicated with a start and end time, during which the Participating Unit will not respond to any steering signals, even in case in real-time the controller of the Participating Unit would communicate that the Participating Unit is available. The Client can log such request via the customer portal or via the unavailability tab in the "Nominations & Unavailability" excel file. Such an unavailability is always fully and never partially.
- Expected Planned Unavailability: The Client wants to notify Flexibility Hub of an expected unavailability but allows Flexibility Hub the possibility to steer the Participating Unit in case in real-time the unavailability is no longer present. In such case the Client still has the possibility to earn activation revenues if foreseen by the Reserve Program. The Client can log such request via the customer portal or via the nominations tab in the "Nominations & Unavailability" excel file. Such an expected planned unavailability can be fully or partially.

Below table provides an overview of the different options. Greyed out cells mean that the option is not applicable.

		Full	Partial
Realtime	Firm		Pmin/ Pmax communicated
	Expected		
Planned	Firm	Unavailability Customer Portal or Excel	
	Expected	Nomination = 0 MW Customer Portal or Excel	Nomination = X MW Customer Portal or Excel

Note that regardless of any communication by the Client of an Unavailability Status or Nomination, it is the Client's responsibility to reject at any moment any steering signal that could present a potential hazard to Client employees, Participating Unit and/or property.

In case Flexibility Hub becomes aware that the Participating Unit is/are not properly following the Set Points or has a reasonable doubt concerning the accuracy of the information sent by the Client to Flexibility Hub or sent from the controller of the Participating Unit, Flexibility Hub has the right to declare the Participating Unit unavailable.

#### Nominations

Participating Unit	Party responsible for Nominations
xx	Flexibility Hub
xx	Flexibility Hub

The Nominated Power and Nominated Energy Capacity values will be zero in case a Planned Unavailability was registered at the Nomination Deadline.

The Parties agree to provide nominations before the applicable Nomination Deadline as defined in clause 0. The information can be provided by means of an excel template or directly in the customer portal. In case no nomination is received before the Nomination Deadline Parties agree to use the following default value as Nominated Power value and Nominated Energy Capacity value.

	Market	Participating Unit	Default value
Nominated Power Down	All	All	Maximum Power Reference
Nominated Power Up	All	All	Minimum Power Reference
Nominated Energy Capacity	All	All	Maximum Energy Capacity Reference