### PRACTICALITIES

* Please find below an **English** **Word version of the template** for the bank guarantee or the affiliate guarantee based on the functioning rules (version 15/05/2024).
* Please send the **original version of the guarantee** to :

*Attn: Nicolas Koelman (Key Account Manager Adequacy)*

*Elia Transmission Belgium*

*Keizerslaan 20*

*1000 Brussels*

*Belgium*

* **Expiry date**

In line with the functioning rules, the submitted financial securities should cover the full validity period.

The end of the validity period for the Y-4 auction for the delivery period that starts on 1st November 2028 is:

* For an existing CMU: 22/10/2029
* For an additional CMU: 15/11/2029
* For a virtual CMU: 15/11/2029

The end of the validity period for the Y-1 auction for the delivery period that starts on 1st November 2022 is:

* For an existing CMU: 21/10/2026
* For an additional CMU: 13/11/2026
* For a virtual CMU: 13/11/2026

### ANNEX E.1: STANDARD BANK GUARANTEE FORM ASSOCIATED WITH THE FUNCTIONING RULES [•]

Bank guarantee at first request issued by **[•]** in favour of: **[•] (ELIA Transmission Belgium NV/SA)**, hereafter called the Beneficiary, in the context of the Capacity Remuneration Mechanism introduced by article 7*undecies* of the Belgian Act of 29 April 1999 on the organization of the electricity market (hereafter called the Electricity Act).

Our payment guarantee references: **[•] (to be filled in by the financial institution)** (to be mentioned in all correspondence).

(Select one of the three paragraphs below: the first paragraph applies to Primary and/or Secondary Market Transactions in general, the second paragraph solely to (a) Transaction(s) on the Primary Market, the third paragraph solely to a transaction on the Secondary Market).

**[**Our client **[•]** **(name of the CRM Actor)** informs us that it has submitted/will submit (a) Prequalification File(s) to ELIA Transmission Belgium NV/SA for the CMU(s) with identification number(s) **[•]** (**identification number(s) of the Capacity Market Unit(s))** in relation to the Functioning Rules[[1]](#footnote-1) referred to in article 7*undecies* of the Electricity Act, with which it intends to participate to the Primary Market and/or the Secondary Market.**]**

***OR:* [**Our client **[•]** **(name of the CRM Actor)** informs us that on **[•] (date of foreseen submission of Prequalification File)** it has submitted/will submit (a) Prequalification File(s) to ELIA Transmission Belgium NV/SA for the CMU(s) with identification number(s) **[•]** (**identification number(s) of the Capacity Market Unit(s))** in relation to the Functioning Rules referred to in article 7*undecies* of the Electricity Act, for which it intends to submit (a) Bid(s) in the upcoming Auction(s) later this year.**]**

***OR:*** **[**Our client **[•] (name of the CRM Actor)** informs us that it will notify to ELIA Transmission Belgium NV/SA a Secondary Market transaction for the CMU with identification number **[•] (identification number of the Capacity Market Unit)** in relation to the Functioning Rules referred to in article 7*undecies* of the Electricity Act.**]**

The terms of the Functioning Rules provide for the issue of an irrevocable bank guarantee payable at first demand for the amount of **[•] (Euro and amount in figures and words)** in order to secure the requested and punctual fulfilment by our client of its obligations in respect of the pre-delivery control processes (including the signature of a Capacity Contract) with respect to the CMU **[**or, as the case may be, (a) future CMU(s) of our client to which the obligations of a Virtual CMU are transferred**]** **(to be added for a Virtual CMU)**.

Accordingly we, **[•]** (**to be filled in by the financial institution**), hereby irrevocably and unconditionally undertake to pay, in one or more payments, the amount of which corresponds to the penalty applied to the non-fulfilment of a pre-delivery obligation (including the non-signature of a Capacity Contract), up to a maximum amount of **[•] (Euro and amount in figures and words)** upon a simple request on the Beneficiary’s part and being unable to dispute the grounds for such payment.

This guarantee shall enter into force as of today.

This guarantee can only be invoked by the Beneficiary as of the date of the publication of the Auction results (validated by CREG) confirming the selection of (part of) the CMU in the Auction, or the date of the notification by the Beneficiary to our client of the validation of a transaction for (part of) its CMU in the Secondary Market, whichever date applies first. (**Note to CRM actors:** In the event of a single financial guarantee for both Primary and/or Secondary Market Transactions, the guarantee will be invokable as soon as either the Auction results are validated by the CREG or a transaction in the Secondary Market is validated.) We are aware that the pre-delivery obligations of our client are monitored in an undivided way on the level of a CMU and that our obligation under this guarantee is proportionately limited to the part that the capacity covered by this guarantee takes in that CMU, as the case may be.

To be valid, any invoking of this guarantee respects the following modalities:

* must reach us by [•] (expiry date of the guarantee) and
* be accompanied by the publication of the Auction results (validated by CREG) confirming the selection of its CMU in the auction and/or the notification(s) by the Beneficiary to our client of the validation of (a) transaction(s) in the Secondary Market; and
* be accompanied by the Beneficiary’s written statement to the effect that our client has not fulfilled its pre-delivery obligations under the Functioning Rules, as further specified, as the case may be, in a Capacity Contract with respect to the CMU, **[**or, as the case may be, (a) future Capacity Market Unit(s) of our client to which the obligations of a Virtual CMU are transferred**] (to be added for a Virtual CMU)** and has not made the payment(s) concerned on the due date; and
* be accompanied by a copy of the credit note (or invoice) related to the unpaid due penalties and a copy of the Beneficiary’s letter of default.

If the guarantee is not invoked in accordance with the conditions stated above or unless an extension is granted as approved by us, this guarantee automatically becomes null and void on the first calendar day after **[•] ( expiry date of the guarantee)**.

This guarantee is governed by and interpreted in accordance with Belgian law and only the Belgian tribunals and courts shall be competent to resolve any disputes with regard to this guarantee.

Signature

Function:

Date:

### ANNEX E.2: STANDARD AFFILIATE GUARANTEE FORM ASSOCIATED WITH THE FUNCTIONING RULES [•]

Guarantee at first request issued by **[•]** in favour of: **[•] (ELIA Transmission Belgium NV/SA)**, hereafter called the Beneficiary, in the context of the Capacity Remuneration Mechanism introduced by article 7*undecies* of the Belgian Act of 29 April 1999 on the organization of the electricity market (hereafter called the Electricity Act).

Our payment guarantee references: **[•] (to be filled in by the guarantor)** (to be mentioned in all correspondence).

(Select one of the three paragraphs below: the first paragraph applies to Primary and/or Secondary Market Transactions in general, the second paragraph solely to (a) Transaction(s) on the Primary Market, the third paragraph solely to a transaction on the Secondary Market).

**[**Our client **[•]** **(name of the CRM Actor)** informs us that it has submitted/will submit a Prequalification File to ELIA Transmission Belgium NV/SA for the CMU(s) with identification number(s) **[•]** (**identification number(s) of the Capacity Market Unit(s))** in relation to the Functioning Rules[[2]](#footnote-2) referred to in article 7*undecies* of the Electricity Act, with which it intends to participate to the Primary Market and/or the Secondary Market.**]**

***OR:* [**Our affiliate **[•]** **(name of the CRM Actor)** informs us that on **[•] (date of foreseen submission of Prequalification File)**) it has submitted/will submit a Prequalification File to ELIA Transmission Belgium NV/SA for the CMU(s) with identification number(s) **[•] (identification number(s) of the Capacity Market Unit(s))** in relation to the Functioning Rules referred to in article 7*undecies* of the Electricity Act, for which it intends to submit (a) Bid(s) in the upcoming Auction(s) later this year.**]**

***OR:*** **[**Our affiliate **[•]** **(name of the CRM Actor)** informs us that it will notify to ELIA Transmission Belgium NV/SA a Secondary Market transaction for the CMU with identification number **[•] (identification number of the Capacity Market Unit)** in relation to the Functioning Rules referred to in article 7 *undecies* of the Electricity Act.**]**

The terms of the Functioning Rules provide, as an alternative to an irrevocable bank guarantee payable at first demand, for the issue of an irrevocable affiliate guarantee payable at first demand for the amount of **[•]** (**Euro and amount in figures and letters**) in order to secure the requested and punctual fulfilment by our affiliate of its obligations in respect of the pre-delivery control processes (including the signature of a Capacity Contract) with respect to the CMU **[**or, as the case may be, (a) future Capacity Market Unit(s) of our affiliate to which the obligations of a Virtual CMU are transferred**] (to be added for a Virtual CMU)**.

Accordingly we, **[•] (to be filled in by the guarantor)**, hereby irrevocably and unconditionally undertake to pay, in one or more payments, the amount of which corresponds to the penalty applied to the non-fulfilment of a pre-delivery obligation (including the non-signature of a Capacity Contract), up to a maximum amount of **[•]** (Euro and amount in both figures, and words) upon a written request on Beneficiary’s part and being unable to dispute the grounds for such payment. A legal opinion provided by an internationally recognized law firm should confirm that the guarantee is legal, valid, binding and enforceable under the applicable law.

This guarantee shall enter into force as of today.

This guarantee can only be invoked by the Beneficiary as of the date ofthe publication of the Auction results (validated by CREG) confirming the selection of (part of) its CMUs in the Auction, or the date ofthe notification by the Beneficiary to our subsidiary of the validation of a transaction for (part of) its CMU in the Secondary Market, whichever date applies first. (**Note to CRM actors:** In the event of a single financial guarantee for both Primary and/or Secondary Market Transactions, the guarantee will be invokable as soon as either the Auction results are validated by the CREG or a transaction in the Secondary Market is validated.) We are aware that the pre-delivery obligations of our subsidiary are monitored in an undivided way on the level of a CMU and that our obligation under this guarantee is proportionately limited to the part that the capacity covered by this guarantee takes in that CMU, as the case may be.

To be valid, any invoking of this guarantee respects the following modalities:

* must reach us by [•] (expiry date of the guarantee); and
* be accompanied by the publication of the Auction results (validated by CREG) confirming the selection of its CMU in the Auction and/or the notification(s) by the Beneficiary to our subsidiary of the validation of (a) transaction(s) in the Secondary Market; and
* be accompanied by the Beneficiary’s written statement to the effect that our subsidiary has not fulfilled its pre-delivery obligations under the Functioning Rules, as further specified, as the case may be, in a Capacity Contract with respect to a CMU **[**or, as the case may be, future Capacity Market Unit(s) of our subsidiary to which the obligations of the Virtual CMU are transferred**]** **(to be added for a Virtual CMU)** and has not made the payment(s) concerned on the due date; and
* be accompanied by a copy of the credit note (or invoice) related to the unpaid due penalties and a copy of the Beneficiary’s letter of default.

If the guarantee is not invoked in accordance with the conditions stated above or unless an extension is granted as approved by us, this guarantee automatically becomes null and void on the first calendar day after **[•] (expiry date of the guarantee)**.

This guarantee is governed by and interpreted in accordance with Belgian law and only the Belgian tribunals and courts shall be competent to resolve any disputes with regard to this guarantee.

Signature

Function:

Date:

### ANNEX E.3: STANDARD BANK GUARANTEE AMENDMENT FORM ASSOCIATED WITH THE FUNCTIONING RULES [•]

Reference number

**[reference number of the original bank guarantee]**

**Topic**

Bank guarantee – amendment

The signee, **[•] (issuer of the bank guarantee)** confirms that he has changed the bank guarantee with number **[•] (reference number of the original bank guarantee)** with regard to **[•] (name of the CRM Actor)** for CMU(s) with identification number(s) **[•] (identification number(s) of the Capacity Market Unit(s))** as follows.

**(Select as appropriate)**

**[**The amount of the bank guarantee has changed from EUR **[•] (initial amount of the bank guarantee)** to EUR **[•] (increased amount of the bank guarantee)**. The total commitment of the signee under this guarantee has therefore been brought and now amounts to EUR **[•] (increased amount of the bank guarantee)**.**]**

AND/OR:

**[**The expiry date from the bank guarantee is changed from **[•] (initial expiry date from the bank guarantee)** to **[•] (new expiry date of the bank guarantee)**. The commitment of the signee under this guarantee has thus been extended and now runs until **[•] (new expiry date of the bank guarantee)**.**]**

**AND/OR:**

[The CMU(s) with identification number(s) for which the bank guarantee is to be considered is changed from [•] (initial identification number(s) of the Capacity Market Unit(s)) to [•] (new identification number(s) of the Capacity Market Unit(s)).]

This amendment shall enter into force as of the date of the signature of the amendment.

This amendment can only be invoked by the Beneficiary as of the date of the publication of the Auction results (validated by CREG) confirming the selection of (part of) the CMU(s) referred above in the Auction, or the date of the notification by the Beneficiary to our subsidiary of the validation of a transaction for (part of) the CMU(s) referred above in the Secondary Market, whichever date applies first. (**Note to CRM actors:** In the event of a single financial guarantee for both Primary and/or Secondary Market Transactions, the guarantee will be invokable as soon as either the Auction results are validated by the CREG or a transaction in the Secondary Market is validated.)

All other conditions of the original affiliate guarantee remain unchanged and apply mutatis mutandis.

Signature:

Function:

Date:

### ANNEX E.4: STANDARD AFFILIATE GUARANTEE AMENDMENT FORM ASSOCIATED WITH THE FUNCTIONING RULES [•]

Reference number

**[reference number of the original affiliate guarantee]**

**Topic**

Affiliate guarantee – amendment

The signee, **[•] (issuer of the affiliate guarantee)** confirms that he has changed the affiliate guarantee with number **[•] (reference number of the original affiliate guarantee)** with regard to **[•] (name of the CRM Actor)** for CMU(s) with identification number(s) **[•] (identification number(s) of the Capacity Market Unit(s))** as follows.

**(Select as appropriate)**

[The amount of the affiliate guarantee has changed from EUR **[•] (initial amount of the affiliate guarantee)** to EUR **[•] (increased amount of the affiliate guarantee)**. The total commitment of the signee under this guarantee has therefore been brought and now amounts to EUR **[•] (increased amount of the affiliate guarantee)**.**]**

**AND/OR:**

[The expiry date from the affiliate guarantee is changed from **[•] (initial expiry date from the affiliate guarantee)** to **[•] (new expiry date of the affiliate guarantee)**. The commitment of the signee under this guarantee has thus been extended and now runs until **[•] (new expiry date of the affiliate guarantee)**.**]**

**AND/OR:**

[The CMU(s) with identification number(s) for which the affiliate guarantee is to be considered is changed from [•] (initial identification number(s) of the Capacity Market Unit(s)) to [•] (new identification number(s) of the Capacity Market Unit(s)).]

This amendment shall enter into force as of the date of the signature of the amendment.

This amendment can only be invoked by the Beneficiary as of the date of the publication of the Auction results (validated by CREG) confirming the selection of (part of) the CMU(s) referred above in the Auction, or the date ofthe notification by the Beneficiary to our subsidiary of the validation of a transaction for (part of) the CMU(s) referred above in the Secondary Market, whichever date applies first. (**Note to CRM actors:** In the event of a single financial guarantee for both Primary and/or Secondary Market Transactions, the guarantee will be invokable as soon as either the Auction results are validated by the CREG or a transaction in the Secondary Market is validated.)

All other conditions of the original affiliate guarantee remain unchanged and apply mutatis mutandis.

Signature:

Function:

Date:

1. Terms in this template starting with a capital letter, if not already defined in this template, are defined terms under the Functioning Rules. [↑](#footnote-ref-1)
2. Terms in this template starting with a capital letter, if not already defined in this template, are defined terms under the Functioning Rules. [↑](#footnote-ref-2)