



CLEARING RULEBOOK FOR BALANCING MARKET POSITIONS

(pursuant to articles 12 and 13 par. 2 of Law 4425/2016)

Version 1.0

In accordance with the resolution dated 12/06/2020 of the Board of Directors of EnEx Clearing House
S.A. (EnExClear) and the approval decision 943/2020 of the Regulatory Authority for Energy

Disclaimer

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Scope of Application of the Rulebook

1. This Clearing Rulebook for Balancing Market Positions, hereinafter "the Rulebook", as in force from time to time in accordance with decisions of the Regulatory Authority for Energy (RAE) on the approval of any amendments thereto pursuant to par. 2, article 13 of Law 4425/2016, shall be binding in law on EnExClear, the Operator of the Hellenic Electricity Transmission System (HETS), namely the Independent Power Transmission Operator (ADMIE), Balancing Market Participants, Clearing Members, the other systems and payment/settlement bodies which collaborate with EnExClear, Hellenic Energy Exchange S.A. (HEnEx) as well as all persons involved in the Positions cleared by EnExClear and/or in their clearing and settlement.
2. Upon submission of an application to acquire the capacity of Clearing Member which is addressed to EnExClear or the submission of an application to acquire the capacity of Balancing Market Participant which is addressed to the HETS Operator, the applicant accedes to all the provisions of the Rulebook and accepts the relevant obligations emanating therefrom. This Rulebook shall in every case be deemed to have been accepted by any person specified above in paragraph 1 as of the date of submission of the respective application in accordance with the provisions herein.
3. Wherever provision is made in this Rulebook for obligations that bind persons that are not Clearing Members or Balancing Market Participants, but are contractually associated with them, by way of indication in the capacity of member of the Board of Directors, servant or agent, the Clearing Members and Balancing Market Participants, as the case may be, must ensure by appropriate means and in accordance with any instructions from EnExClear the compliance of such persons with the provisions of the Rulebook as well as the fulfilment of their obligations emanating therefrom.
4. The persons referred to in the preceding paragraphs have a stand-alone obligation to be sufficiently familiar and comply with the provisions of this Rulebook, though this shall in no way release them from other obligations that arise from law or are imposed by the competent, as applicable, supervisory authority.
5. The provisions of this Rulebook shall be interpreted in good faith, in accordance with good business ethics and accepted market practices, with a view to ensuring the proper and smooth functioning of the energy system. In particular, the provisions of articles 173, 193, 196, 200 and 288 of the Civil Code shall be applicable to this Rulebook. Should any provision of the Rulebook become invalid, for any reason whatsoever, this shall not affect the validity and binding effect of the remaining provisions of the Rulebook.
6. Unless otherwise expressly stipulated in this Rulebook, any references herein to laws, decisions, regulations and regulatory texts in general, including European Union legislation, shall be to those laws, decisions or regulations as in force from time to time.
7. This Rulebook is divided in Chapters, that are further divided in Parts. Each Part includes sections and subsections. Each section and subsection may include paragraphs and each paragraph can include cases.

CHAPTER 1. Definitions – General Provisions

PART 1. Definitions

This Rulebook is governed by the terms and definitions of Law 4425/2016, Law 4001/2011 and relevant EU legislation, the Balancing Market Rulebook adopted pursuant to the provisions of articles 17 and 18 of Law 4425/2016 as well as the general definitions that govern the Electricity Market, such as the Spot Trading Rulebook and the Clearing Rulebook for Transactions on Day-Ahead and Intraday Markets which are issued in accordance with Law 4425/2016, in compliance with the provisions of the above legislation. In addition to the aforesaid definitions as applicable from time to time, for the purpose of implementing this Rulebook the following definitions shall also specifically apply with the respective meaning in each case, whether referred to in the singular or plural.

1. **Balancing Market**: The Electricity Market that includes the Balancing Power Market, the Balancing Energy Market and the Imbalances Settlement Procedure in the sense of article 5 (j) of Law 4425/2016 and as specifically provided in the Balancing Market Rulebook.
2. **Direct Clearing Member**: The Clearing Member that participates in the Clearing procedures of EnExClear and is responsible for the fulfilment of obligations arising from the Positions it represents in accordance with this Rulebook.
3. **Competent Authorities**: The authorities responsible for the supervision of the persons referred to in the Scope of Application, as applicable.
4. **General Clearing Member**: The Clearing Member that participates in the Clearing procedures of EnExClear and is responsible for the fulfilment of obligations arising from the Balancing Market Positions of Participants or the HETS Operator with which it is contracted in accordance with this Rulebook.
5. **Available Cover**: The collateral provided by a Clearing Member in accordance with the terms of this Rulebook, which has not been set aside by EnExClear as Margin.
6. **Settlement or Cash Settlement**: The process implemented by EnExClear for the fulfilment of cash obligations and the collection of the corresponding claims from the Clearing of Positions and Non-Compliance Charges in accordance with the Balancing Market Rulebook and the terms of this Rulebook.
7. **HETS Operator**: The Operator of the Hellenic Electricity Transmission System as specified in article 17 of Law 4425/2016 and in point (k), par. 3, article 2 of Law 4001/2011, which operates the Balancing Market.
8. **Clearing of Positions or Clearing**: The procedures for the notification of Positions by the HETS Operator to EnExClear and the finalization of them by EnExClear, the calculation of net cash obligations and claims arising therefrom, the collateral valuation, the calculation of Margin requirements and its coverage, the announcement of the results of Clearing of Positions to Clearing Members, the management of the Default Fund, the management of cases of default on the part of Clearing Members as well as any other related matter pertaining to credit risk management in accordance with the terms of this Rulebook.
9. **Clearing Member**: A firm of subsection 2.10.1 of this Rulebook which participates in the System of EnExClear for the Clearing of Positions and is responsible to EnExClear for the fulfilment of cash obligations arising from the relevant Positions in accordance with the terms of Law 4425/2016 and the specific provisions of this Rulebook.
10. **Implementing Decisions**: The Decisions that are issued by EnExClear in accordance with par. 2, article 13 of Law 4425/2016 and submitted to the RAE for approval.

11. Settlement Day: The scheduled day on which the cash obligations and corresponding claims arising from the Clearing of Positions are to be settled.
12. Clearing Day: The day on which the procedures are carried out for the notification and finalisation of Positions to be cleared, the calculation of net cash obligations and claims arising therefrom, collateral valuation, the calculation of Margin requirements and its coverage, as well as the announcement of the results of Clearing to Clearing Members, in accordance with the provisions of par.3, section 2.34, Part 10, Chapter 2 hereof. Clearing Days are set in accordance with the clearing calendar drawn up and announced by EnExClear.
13. Positions: The cash rights and corresponding obligations which arise for Participants and the HETS Operator in connection with the Balancing Market, not including Non-Compliance Charges, as calculated by the HETS Operator in accordance with article 76 of the Balancing Market Rulebook and registered in the System of EnExClear on the basis of the relevant notifications of the aforesaid Operator in accordance with the terms of this Rulebook.
14. Balancing Market Rulebook: The Rulebook of the Balancing Market which is issued by the HETS Operator and approved by the RAE in accordance with Law 4425/2016.
15. Position Clearing Rulebook: This Clearing Rulebook for Balancing Market Positions which is issued by EnExClear and approved by the RAE in accordance with Law 4425/2016.
16. Default Fund: The Default Fund set up by EnExClear to cover the risks arising from the Clearing activities that it performs as a Clearing House in accordance with Law 4425/2016 and the specific provisions of this Rulebook.
17. Own Clearing Account: The account held in the System by a Direct Clearing Member in its own name for the Clearing of the Positions it holds in the Balancing Market as a Participant or the HETS Operator.
18. Participant Clearing Account: The account held in the System by a General Clearing Member in the name of a Participant or of the HETS Operator in the Balancing Market for the Clearing of Positions of the Participant or the HETS Operator in the Balancing Market.
19. Clearing Account: The Own Clearing Account or the Participant Clearing account, as the case may be.
20. Cash Settlement Account: The cash account and any subaccount thereof for which provision is made, held through a Cash Settlement Agent for EnExClear and Clearing Members in order to perform Cash Settlement in accordance with this Rulebook.
21. Non-Clearing Member: A Participant or the HETS Operator in the Balancing Market which does not have the capacity of Clearing Member and cooperates with one General Clearing Member for the Clearing of Positions it holds in accordance with the terms of this Rulebook.
22. Margin: The margin requirement that is calculated by EnExClear with respect to Clearing Members in accordance with Law 4425/2016 and this Rulebook in order to secure fulfilment of the cash obligations of Clearing Members to EnExClear in connection with the Positions it clears.
23. Certified Clearer: The natural person who has been certified by EnExClear to perform Clearing and Settlement operations at a Clearing Member in connection with Positions in the Balancing Market.
24. Pre-Funded Financial Resources: The pre-funded financial resources in the sense of par. 3, article 14 of Law 4425/2016 which are covered by cash amounts of the Non-Compliance Charges Account of article 106 of the Balancing Market Rulebook, which (amounts) are made available by the HETS Operator to EnExClear as a Clearing House to cover potential losses in the event of a Clearing Member's default which exceed the losses that are covered by the collateral provided

by the defaulting Clearing Member and the Default Fund, as stipulated in sections 2.32 and 2.33 of this Rulebook.

25. RAE: The Regulatory Authority for Energy in accordance with the provisions of Law 4001/2011 and Law 4425/2016.
26. Board: The Board of Directors of EnExClear, which operates in accordance with applicable provisions, in particular Law 4548/2018, Law 4425/2016 and the specific statutory provisions governing the company's operation.
27. System or Clearing System: The system for the Clearing of Electricity Transactions which is managed by EnExClear as a Clearing House in accordance with par. 1, article 14 of Law 4425/2016 and the provisions of this Rulebook.
28. Balancing Market System: The Balancing Market System which is run by the HETS Operator in accordance with the provisions of the Balancing Market Rulebook.
29. Technical Decisions or Decisions: The Decisions issued by EnExClear in accordance with par. 8, article 18 of Law 4425/2016 in connection with the handling/clarification of technical issues relating to the implementation of this Rulebook, which are posted on the website of EnExClear prior to their implementation.
30. Clearing House: The Clearing House in the sense of point (p), article 5 of Law 4425/2016.
31. Cash Settlement Agent: The central bank or other payment or settlement system operator under Law 2789/2000 and Directive 98/26/EC, or credit institution under Law 4261/2014 and Directive 2013/36/EU, through which the Cash Settlement of Positions cleared by EnExClear is carried out in accordance with the terms of this Rulebook and the procedures of the relevant agent which are applicable in each case.
32. EnExClear: The public limited company with legal name "EnEx Clearing House S.A." and trade name "EnExClear" which acts as a Clearing House of Law 4425/2016 for the clearing of Balancing Market Positions in accordance with the provisions of this Rulebook.
33. HEnEx: The public limited company with legal name "Hellenic Energy Exchange S.A." and tradename "Energy Exchange" which operates as an Energy Exchange in accordance with the provisions of Law 4425/2016, Law 4001/2011 and the specific provisions of the Spot Trading Rulebook.

PART 2. General provisions

1.1. Responsibilities of EnExClear

1. EnExClear is responsible for the Clearing and Settlement of Positions that arise in the Balancing Market as a Clearing House in accordance with the terms of Law 4425/2016 and the terms of this Rulebook. In respect of the Clearing carried out by EnExClear, ADMIE notifies the latter regarding the prescribed data in accordance with section 2.35 of Chapter 2.
2. Clearing Members are responsible to EnExClear for Clearing needs as counterparties of the latter in accordance with the specific provisions of this Rulebook.
3. Clearing is performed with the use of electronic systems and related processes, through the System, in respect of which the provisions of Law 2789/2000 regarding settlement finality shall apply pursuant to the provisions of Law 4425/2016.
4. The Settlement of cash obligations and corresponding rights which arise from Positions, as cleared through EnExClear, is carried out through the Cash Settlement Agent appointed by EnExClear.
5. EnExClear performs Clearing and Settlement by determining the Settlement rights and corresponding obligations arising from the Positions it clears.
6. EnExClear shall take appropriate measures to prevent operational problems in the systems it manages and seek to repair failures or malfunctions as soon as possible in accordance with applicable provisions. In this framework, it shall have in place an adequate business continuity policy and recovery plan aimed at preserving its functions after any disaster, the timely recovery of operations and the fulfilment of its duties as a Clearing House in accordance with Law 4425/2016. In the event of a malfunction in the systems used for Clearing or some other exceptional occurrence or case of force majeure which affects its aforesaid functions, Clearing shall be carried out by using alternative methods established by EnExClear under its policies and procedures in order to ensure its uninterrupted operation as well as that of its systems and the continuation of Clearing and Settlement.
7. EnExClear bears no liability whatsoever to Clearing Members, Participants or other third parties with regard to the correctness or completeness of data notified to it by ADMIE for Clearing purposes in accordance with section 2.35 of Chapter 2.
8. In every case, EnExClear shall not bear any contractual or non-contractual liability, other than for wilful misconduct or gross negligence. EnExClear shall take appropriate measures to prevent operational problems in the System and seek to repair failures or malfunctions as soon as possible. EnExClear shall not be liable for:
 - a) any losses that may be incurred by Clearing Members, Balancing Market Participants or any third party due to events caused by force majeure, including but not limited to war, strikes, movements, riots, civil unrest, epidemics, power cuts, shortages of fuel or raw materials, non-functioning, malfunctioning or breakdown of communication systems and electronic systems in general, requisitions, fires, floods, transport failure or other causes beyond the control of EnExClear;
 - b) making good any loss incurred by a Clearing Member, Balancing Market Participant or any third party, which is due to failure of the Computer Systems, as a consequence of the aforementioned cases of force majeure, even temporary, or is due to loss of data kept in the System or to any fraudulent use of the System or its data by third parties.

1.2. Governing bodies of EnExClear

EnExClear is governed by its Board. For the purposes of implementing this Rulebook, the Board may set up specific bodies, which are staffed by personnel of EnExGroup or of the HETS Operator and delegate powers to them for the purpose of ensuring compliance with the provisions hereof. Such delegation shall be subject to the disclosure procedures that apply to the representation of public limited companies in accordance with applicable provisions.

1.3. Clearing & Settlement Records

1. EnExClear shall maintain for a period of at least ten (10) years:
 - a) all records relating to services provided and activities carried out in connection with the Clearing and Settlement it conducts in accordance with the terms of this Rulebook;
 - b) as of the day on which Positions are undertaken for clearing, all information relating to such Positions as they are cleared, including their respective registrations and entries in Clearing Accounts, in accordance with the terms of this Rulebook. Such information shall, at the very least, enable identification of the original terms of a Position, on the basis of data kept by the HETS Operator, before it is cleared by EnExClear.
2. EnExClear shall make available to the RAE and, upon request, to any Competent Authorities in accordance with applicable provisions, the files and information stipulated in the preceding paragraphs, along with all information on the Positions arising from Clearing and Settlement in accordance with this Rulebook.
3. Clearing Members are obliged to keep all data and information of any kind relating to Clearing procedures for a period of at least ten (10) years.

1.4. Notifications

EnExClear shall notify the RAE, the HETS Operator and, whenever necessary, HEnEx in the event of any failure of a Clearing Member to fulfil its Clearing and Settlement obligations, as well as in any other instance as requested by the HETS Operator or the RAE or deemed necessary by EnExClear on a case-by-case basis.

1.5. Secrecy

1. The operation of the System is governed by the provisions on professional secrecy of applicable legislation.
2. The furnishing by EnExClear of information it has recorded shall be permitted in cases stipulated by applicable legislation or deemed necessary for the implementation of this Rulebook or the Balancing Market Rulebook.

1.6. Conditions for the undertaking of Clearing

1. EnExClear clears Positions on the basis of the data and calculations of the HETS Operator which are notified to it in accordance with section 2.35 of Chapter 2.
2. The adoption of new arrangements that affect the calculation of Positions is conducted on the basis of the relevant provisions of the Balancing Market Rulebook. The HETS Operator informs EnExClear regarding the new arrangements, particularly when adjustments must be made for their implementation and the relevant undertaking of Clearing by EnExClear. The HETS Operator and

EnExClear cooperate to implement the new arrangements for the purposes of the Clearing conducted by EnExClear.

1.7. Implementing and Technical Decisions

1. To facilitate the effective implementation of the provisions of this Rulebook, EnExClear may issue Implementing and Technical Decisions. The competent body for the taking of such decisions, as well as any amendments thereto, is the Board of EnExClear or another body, which are staffed by the personnel of EnExGroup or of the HETS Operator, duly delegated by the Board. Such delegation shall be subject to the disclosure procedures that apply to the representation of public limited companies in accordance with applicable provisions.
2. Implementing Decisions issued by EnExClear are subject to RAE's approval.
3. Technical Decisions shall be posted on the website of EnExClear with effect as of their posting. Where deemed appropriate in order to ensure the smooth implementation of the adopted provision, its entry into force may be set at a later point in time or further transition conditions may be set which affect the force of the provision. In such a case, a specific reference shall be made in the body of the Decision.
4. Draft versions of the Technical Decisions are submitted to RAE prior to their publication by EnExClear on its website. Submission shall be made in writing and/or via email to the address specified by the RAE.
5. In the event of any conflict between Decisions of EnExClear and provisions of the Rulebook, the provisions of the latter shall prevail.
6. EnExClear may also issue guidelines, technical procedures and manuals in accordance with the provisions set out in paragraph 3 of this section.

CHAPTER 2. Clearing of Positions

PART 1. General provisions on Clearing

2.1 Scope of application

This Chapter sets out:

- a) The terms and conditions governing the operation of Clearing Members in accordance with the provisions of PARTS 2, 4 and 5.
- b) Matters relating to Clearing Accounts and Settlement Accounts in accordance with the provisions of PART 6.
- c) The terms governing the provision of collateral in accordance with the provisions of PART 7.
- d) The terms governing the operation of the Default Fund in accordance with the provisions set out in PART 8 and the Pre-Funded Financial Resources in PART 9.
- e) The procedure for the Clearing of Positions in accordance with the provisions of PART 10.

2.2 Scope of Clearing

The scope of this Rulebook encompasses any Position that has arisen in the Balancing Market on the basis of the data and calculations of the HETS Operator which are transmitted to EnExClear and the Clearing of which (Position) is undertaken by EnExClear in accordance with applicable provisions, the terms of this Rulebook and the Balancing Market Rulebook.

PART 2. Terms on responsibility

2.3 General terms on responsibility

1. Each Participant in the Balancing Market as well as the HETS Operator must declare the Clearing Member that will be responsible to EnExClear for the Clearing of its Positions in the Balancing Market. This declaration is submitted by the Participant or the HETS Operator and the Clearing Member, if it is a different person, in written form in accordance with the procedures of EnExClear.
2. Each Position of a Participant in the Balancing Market is renewed for Clearing purposes as follows:
 - a) EnExClear is deemed to have accepted, as a Clearing House, the Position as of the moment of its finalisation in accordance with paragraph 2.36 and undertakes the Settlement of the cash obligations and corresponding claims in accordance with the terms of this Rulebook;
 - b) similarly, the Clearing Member declared as above automatically takes the place of the Participant in the Balancing Market which it represents in respect of its Positions and becomes liable to EnExClear as its counterparty for the Clearing of the relevant cash obligations arising from the relevant Positions.
3. For the purpose of undertaking the Clearing of Positions of a Participant or the HETS Operator, as well as their renewal in accordance with the terms of par. 1 and 2, the Clearing Member must not be in default, in accordance with Chapter 4. In the event of default on the part of a Clearing Member, it is not permitted for new Positions of the defaulting Clearing Member to be undertaken for Clearing, other than those arising on the Clearing Day immediately following the day of its default or positions of the Initial Clearing that concern the period until the day of the default of the Clearing Member, which are cleared as normal.

2.4 Failure to fulfil obligations

In the event that a counterparty Clearing Member fails to fulfil its cash obligations towards EnExClear which arise from the Clearing of Positions it has undertaken, the Clearing Member shall be considered in default in accordance with Chapter 4 and EnExClear shall, in accordance with the terms of this Rulebook, undertake as a Clearing House the fulfilment of the cash obligations towards the beneficiary counterparty Clearing Members and take the steps stipulated in section 4.6, Part 2, Chapter 4 hereof.

PART 3. Participation in Clearing and Settlement procedures

2.5 Basic rules of Clearing

1. Clearing is carried out between EnExClear and Clearing Members.
2. EnExClear shall conduct Clearing on the business days of the clearing calendar. EnExClear shall, by virtue of its Decision, specify the clearing calendar, its operating hours, the Clearing Days, Settlement deadlines, as well as any other related matter and procedural detail. EnExClear shall exercise any and all of its rights arising from the Positions it clears against its counterparty Clearing Members.
3. After T on each Clearing Day, as specified by EnExClear's Decision, EnExClear shall notify each Clearing Member in writing, which includes by any electronic means of communication that ensures the secure transmission of information, regarding:
 - a) the amount of Margin that each Clearing Member must provide to EnExClear per Clearing Account for all the Positions it clears, as these have been transmitted by the HETS Operator by T, and
 - b) the Positions it must settle, which correspond to the cash obligations and respective claims per Clearing Account and Settlement Day.
4. The collateral and Positions per Clearing Account are separated by EnExClear in the System and in the relevant records it keeps.
5. In the event of default of a Clearing Member that is a counterparty of EnExClear, with respect to the fulfilment of a cash obligation, EnExClear shall exercise its rights on the collateral provided by such Clearing Member and on the latter's share account in the Default Fund pursuant to the specific provisions of Chapter 4.
6. It is not permitted to assign rights, transfer obligations arising from Positions or move Positions between Clearing Accounts, except in cases where provision to the contrary is made in this Rulebook. Any assignment or transfer in contravention of the above shall be automatically void vis-à-vis EnExClear.

2.6 Participation of third parties

1. All kinds of cash holdings used by EnExClear for Clearing, especially collateral in the form of cash provided by Clearing Members, cash holdings in the Default Fund, as well as Pre-Funded Financial Resources, shall be kept at the Bank of Greece or other central bank or at a credit institution in accordance with the provisions of its investment policy, which is approved by the RAE.
2. Cash Settlement of Positions is carried out through a Cash Settlement Agent in accordance with the provisions of this Rulebook.

3. Clearing Members must maintain the necessary Cash Settlement Accounts at the Cash Settlement Agent, as instructed by EnExClear in accordance with its procedures

PART 4. Clearing Members

2.7 Access to the System

Access to the System for the Clearing of Positions is available to EnExClear, Clearing Members and, where applicable, Balancing Market Participants (Non-Clearing Members) and the HETS Operator in accordance with the provisions of this Rulebook.

2.8 General provisions on capacity

1. Clearing members are divided into Direct Clearing Members and General Clearing Members.
2. Direct Clearing Members undertake the Clearing of Positions they hold for own account in the Balancing Market, while they are not entitled to clear the Positions of other Participants.
3. General Clearing Members clear Positions held by Balancing Market Participants with whom they are contracted and/or by the HETS Operator in accordance with subsection 2.10.6.
4. Each Participant or the HETS Operator, where applicable, which acts as a Non-Clearing Member must collaborate with only one General Clearing Member.
5. The capacity of Clearing Member is acquired after approval of the application submitted by the interested party to EnExClear, in accordance with the terms of this Rulebook.
6. The capacity of Clearing Member may not be transferred or assigned to any third party.
7. In the event of a corporate transformation, in particular merger through absorption, which affects the operation of a Clearing Member, the following procedure is applicable:
 - a) If the corporate transformation results in the absorption of a Clearing Member by a person that is not a Clearing Member, the absorbing legal person must submit an application to retain the capacity of Clearing Member of the absorbed legal person in accordance with the provisions of this Rulebook and the relevant Decision of EnExClear. In such a case, the absorbing legal person takes the place of the absorbed Clearing Member with respect to all rights and obligations of the latter.
 - b) If the corporate transformation results in the absorption of a Direct Clearing Member or General Clearing Member by a Direct Clearing Member or General Clearing Member respectively, the absorbing Clearing Member takes the place of the absorbed Clearing Member with respect to all the rights and obligations of the latter after EnExClear has been duly notified in accordance with point c). If the absorption involves Clearing Members with different clearing capacities, then the corporate transformation will be examined on a case-by-case basis by the competent departments of EnExClear having regard to the applicable provisions of the energy and financial sector and the procedures envisaged by a relevant Decision of EnExClear.
 - c) The absorbing or absorbed Clearing Member, as appropriate, must notify EnExClear prior to the corporate transformation in accordance with the provisions of a relevant Decision of EnExClear. The same Decision shall also set out the specific procedure as well as all the technical terms and necessary details to which Clearing Members must adhere in the event of corporate transformations.

8. Clearing Members shall be responsible for the fulfilment of all their obligations in accordance with the provisions of this Rulebook. This responsibility shall include any action or omission on the part of their representative bodies, servants and agents, and in particular the persons they use to access the System for the Clearing of Positions.

2.9 Non-Clearing Members

1. Balancing Market Participants or the HETS Operator, where applicable, which are Non-Clearing Members, are not entitled to participate in Clearing.
2. Each Non-Clearing Member must, for the Clearing of Positions it holds from its participation in the Balancing Market, have appointed one (1) General Clearing Member in accordance with the terms of subsection 2.10.6.

2.10 Acquiring the capacity of Clearing Member

2.10.1 Persons eligible to become Clearing Members

1. Balancing Market Participants as well as the HETS Operator may be accepted by EnExClear as Direct Clearing Members in accordance with the Balancing Market Rulebook.
2. EnExClear accepts as General Clearing Members:
 - a) the credit institutions of Law 4261/2014 or investment firms of Law 4514/2018 whose registered office is in Greece, without prejudice to the provisions set out in instance (b), par. 1, article 13 of Law 4425/2016, and
 - b) credit institutions of an EU member state, other than Greece, or of a third country of Directive 2013/36/EU or a third-country investment firm or undertaking of Directive 2014/65/EU operating through a branch in Greece and/or remotely, provided it can be evidenced that, under the law governing the undertaking in question, the latter is permitted to access the Clearing of the relevant Positions without prejudice to the provisions set out in instance a). EnExClear may further specify, by virtue of its Decision, the data and documentation which must be submitted for evidencing fulfilment of the requirement of the preceding sentence.

2.10.2 Conditions for acquiring the capacity

1. To acquire the capacity of Clearing Member, the candidate must meet the requirements pertaining to its operation in accordance with applicable provisions, as the case may be, as well as the provisions set out in this Rulebook. Fulfilment of these requirements constitutes a continuing obligation on the part of the Clearing Member and must be ensured for the duration of its operation in accordance with the terms hereof.
2. To acquire the capacity of Direct Clearing Member, the candidate must have previously acquired the capacity of Participant in the Balancing Market in accordance with the provisions of the Balancing Market Rulebook.
3. EnExClear may restrict a Clearing Member's access to Clearing if it deems this necessary in order to control its risk as a Clearing House, implementing, where applicable, the provisions of Chapter 5.

4. Clearing Members must grant EnExClear all necessary access to their services, information and data relating to Clearing services, so that EnExClear is in a position to verify their compliance with the terms and criteria it sets each time for their operation.
5. Clearing Members must have the necessary financial, organisational and operational adequacy to safeguard and monitor the orderly fulfilment of their obligations emanating from the respective capacity.
6. General Clearing Members must have the necessary additional financial resources and operational capacity to perform this activity. In this framework, they shall gather from Balancing Market Participants all basic information provided to them in connection with Clearing in accordance with the terms of this Rulebook in order to identify, monitor and manage any related concentrations of risk. EnExClear may, by virtue of its Decision, specify all necessary terms and technical or procedural details concerning the implementation of this paragraph.
7. General Clearing Members shall, at the request of EnExClear, inform the latter about the criteria, arrangements and procedures they implement to enable their contracted Balancing Market Participants to access the Clearing services provided by EnExClear. In every case, responsibility for ensuring that Balancing Market Participants comply with their obligations lies with the General Clearing Members contracted with the Balancing Market Participants.
8. EnExClear may deny access to Clearing Members that meet the criteria it sets for acquiring such capacity in accordance with the provisions of this Rulebook, only after properly justifying such denial in writing and on the basis of a comprehensive risk analysis.
9. EnExClear shall conduct, at least once a year, a comprehensive review of Clearing Members' compliance with the terms and criteria for their acceptance in accordance with the stipulations of applicable provisions and according to the terms of this Rulebook. EnExClear may, by virtue of its Decision, specify any technical or procedural issues and necessary details in respect of the aforesaid review. To retain their capacity, Clearing Members must comply with any recommendations provided by EnExClear in the framework of the aforementioned review.

2.10.3 Procedure for acquiring the capacity

1. To acquire the capacity of Clearing Member, the candidate must submit an application to EnExClear using the standard form provided by the latter. The application must be signed by the applicant's legal representative and accompanied by the necessary supporting documents, as stipulated by EnExClear, and moreover shall be deemed to constitute a solemn declaration by the candidate that it fulfils the requirements for obtaining the requested capacity.
2. Submission of the application shall be deemed to constitute acceptance by the applicant of all the provisions of this Rulebook, including all Decisions issued in implementation thereof, as well as of the relevant obligations attaching to the requested capacity.
3. The applicant must, upon submission of the application or subsequently during the process of its review as stipulated by EnExClear, submit to EnExClear a memorandum in which it clearly sets out the organisational procedures on the basis of which it intends to exercise the activities of Clearing Member so as to satisfy the requirements of this Rulebook and particularly the provisions of sub-section 2.10.5. The aforesaid memorandum shall make specific reference to:
 - a) the organisational, operational, techno-economic infrastructure and adequacy, as well as to the mechanisms and procedures for Clearing and Settlement, internal control, risk management,

accounting and financial reporting which the applicant will have in place to fulfil its Clearing obligations.

b) if the application is for the capacity of General Clearing Member, reference must also be made to:

(i) the policy to be adopted by the applicant, in the case of a General Clearing Member, for determining the criteria, arrangements and procedures it must implement to enable Balancing Market Participants or the HETS Operator to access the Clearing services provided by EnExClear;

(ii) the procedures for account segregation, risk monitoring and management to be applied by the applicant with respect to the Positions of Balancing Market Participants or the HETS Operator, including in particular procedures relating to:

a) the way in which Positions of Balancing Market Participants or the HETS Operator will be distinguished for the purpose of determining the manner in which Clearing and Settlement services are provided;

b) the handling of collateral provided by Balancing Market Participants, including cases where the Positions of Balancing Market Participants are covered vis-à-vis EnExClear through the use of cash holdings and the collateral provided by Balancing Market Participants;

c) the handling of a Balancing Market Participant's default and the management of its Positions in correlation also with the Positions it holds on behalf of other Balancing Market Participants.

4. EnExClear may provide the applicant with an indicative memorandum, setting out guidelines as to its content.
5. Upon submission of the application, the applicant must disclose any other capacity it may have, for instance as a member of stock exchanges and trading venues, as in the sense of Law 4514/2018 and Directive 2014/65/EU, or clearing or settlement houses, and provide EnExClear with any necessary data and information relating to such capacities. EnExClear may request data and information from the above bodies and the Competent Authorities of the candidate in the framework of gathering and verifying data that are considered critical for examining the application.
6. EnExClear shall be entitled to disclose the submission of the application and make known the identity of the applicant.
7. When checking the information submitted by the candidate, EnExClear shall be entitled to request, apart from the necessary supporting documents, any other additional or supplementary documents or information it deems necessary for the purpose of examining the application or verifying the data submitted, as well as the appearance before it of representatives or employees of the applicant, especially those who intend to perform the duties of Certified Clearer.
8. In order to ascertain the capability and readiness of the applicant, EnExClear may request its participation in mock clearing sessions or other simulation scenarios of actual trading, Clearing and Settlement.
9. EnExClear shall approve or reject the application by reasoned decision. It may also defer its decision on the application if it finds that the information provided by the applicant is insufficient or

inadequately documented. The application shall be considered as having been rejected if the applicant fails to submit, within the period of such deferral, the relevant information requested by EnExClear. The decision of EnExClear shall be communicated to the applicant within ten (10) business days from receipt of the relevant application.

10. EnExClear shall notify the RAE and the HETS Operator, and in the cases of Clearing Members of points (a) and (b) of par. 2 of subsection 2.10.1, also the Bank of Greece or the Hellenic Capital Market Commission depending on the case, regarding each Clearing Member application it approves, as well as any cases of resignation or deletion of a Clearing Member, as provided for in this Rulebook, so that they may fulfil their respective duties and responsibilities. For this purpose, it shall on each occasion provide them with an updated list with the details of Clearing Members.
11. EnExClear may further specify, by virtue of its Decision, the procedure for acquiring the capacity of Clearing Member.

2.10.4 Financial arrangements

1. Direct Clearing Members must have own funds of at least five hundred thousand euros (€500,000.00).
2. General Clearing Members must have own funds of at least three million euros (€3,000,000.00).

2.10.5 Organisational adequacy of Clearing Members

1. Clearing Members must have the appropriate organisational, operational and technical-economic infrastructure and adequacy, along with suitable control and security mechanisms in the area of electronic data processing and internal control so as to ensure:
 - a) the constant monitoring, management and proper fulfilment of the obligations they undertake in connection with Clearing and Settlement in accordance with applicable provisions and the terms of this Rulebook, for instance in connection with the provision of margin and their participation in the Default Fund, the payment of considerations, and in general the fulfilment of Cash Settlement obligations, as well as the monitoring of Positions they hold in accordance with the terms of this Rulebook;
 - b) in the case of General Clearing Members:
 - (i) the constant monitoring and observance of the criteria, rules and procedures they have adopted to enable Balancing Market Participants to access the Clearing services provided by EnExClear;
 - (ii) the constant monitoring, management and proper fulfilment of the respective obligations arising from the Positions of Balancing Market Participants towards General Clearing Members and of General Clearing Members towards Balancing Market Participants;
 - (iii) the constant monitoring and management of collateral provided by Balancing Market Participants and the handling of any defaults;
 - c) strict compliance with the terms, obligations and procedures they undertake on the basis of the memorandum submitted to EnExClear in accordance with the provisions hereof, as well as the making of any amendment and its communication to EnExClear in the event of a change in their terms of operation as Clearing Members;

- d) the constant monitoring, management and fulfilment of their obligations to Competent Authorities, the HETS Operator and HEnEx as well as all systems and bodies, including the Cash Settlement Agent, which are connected to the System in the framework of the Clearing and Settlement of Positions.
2. Clearing Members must have in place a suitable business continuity policy and recovery plan aimed at safeguarding their functions after any disaster, ensuring the timely recovery of operations and fulfilling their duties as Clearing Members in accordance with applicable provisions.
3. To fulfil their obligations in accordance with the provisions of this Rulebook, Clearing Members must:
 - a) have established and have in place a Clearing service, manned by their Certified Clearers, as well as a risk management service in accordance with applicable provisions;
 - b) maintain the necessary bank accounts, as appropriate, at a Cash Settlement Agent in accordance with the procedures of EnExClear.
4. EnExClear may, by virtue of its Decision, further specify the organisational requirements that must be met by Clearing Members in accordance with the preceding paragraphs.

2.10.6 Undertaking of Clearing

1. Each Direct Clearing Member undertakes the Clearing, for each Clearing Day, of the Positions it holds for own account in the Balancing Market.
2. Each Non-Clearing Member must, before its participation in the Balancing Market, declare the General Clearing Member that undertakes the clearing of its Positions. This declaration is jointly submitted with the General Clearing Member to EnExClear in a form provided by the latter in accordance with its procedures. The declaration shall remain valid until its revocation by the Non-Clearing Member or General Clearing Member which is notified to EnExClear. In the event of revocation, the General Clearing Member commits to clear the Positions corresponding to a reference period up to the day of revocation, unless it is replaced by another Clearing Member which undertakes to fulfil the relevant obligations.

2.10.7 Professional competence

1. Each Clearing Member must have appointed at least one (1) Certified Clearer for the Clearing of the Positions it undertakes. In every case, the Clearing Member must have an adequate number of Certified Clearers, taking into account the range of Positions it undertakes for Clearing and the inherent risks.
2. The Clearing Member must ensure the presence of a Certified Clearer in its Clearing and risk management service for the entire duration of Clearing in accordance with the procedures scheduled by EnExClear, and have a plan in place to replace such Certified Clearer in the event of his/her absence or impediment. A Certified Clearer can only be replaced by a person having the respective capacity.
3. To carry out the duties of Certified Clearer, the candidate must meet the professional competence requirements set by EnExClear by virtue of its Decision. These requirements shall be considered to have been met when, in accordance with the procedures of EnExClear, it is verified that the

candidate has sufficient knowledge of the rules and technical procedures governing the operation of the System and the Balancing Market.

4. Clearing Members must declare to EnExClear the particulars of the Certified Clearers they appoint, as well as any change to such particulars. Appointed Certified Clearers must, with respect to the Clearing tasks they perform in the framework of their duties, provide EnExClear, the HETS Operator and/or HEnEx, where deemed necessary, with all data and information immediately upon request.

2.10.8 System users

1. Only Certified Clearers duly authorised by Clearing Members, and authorised users of Balancing Market Participants where applicable in accordance with the provisions of this Rulebook, may be System users for the Clearing of Positions. Clearing Members and Balancing Market Participants shall communicate to EnExClear the particulars of their users and any other relevant detail stipulated by the procedures of EnExClear, as well as any change to such particulars and details.
2. Clearing Members must have special internal audit procedures in place for monitoring the tasks performed by System users. They must also make available the above procedures to EnExClear and comply with any instructions from EnExClear concerning adherence to the relevant procedures.
3. Clearing Members must ensure that their users operate the information systems in an appropriate manner, in accordance with applicable legislation, this Rulebook and the corresponding manuals of EnExClear, and they shall be liable to EnExClear for any loss resulting from an act or omission on the part of such users.

2.10.9 Registration and annual subscription fees – charges

1. Clearing Members must pay EnExClear in full and in cash all registration fees, annual subscription fees, charges for connecting to the systems of EnExClear, where applicable, along with any other charges as determined by EnExClear. The prescribed charges may vary, by way of indication depending on whether they are Direct or General Clearing Members, or on the extent of the activity and use of EnExClear's systems by the Clearing Member.
2. Non-Clearing Members may also be liable for charges in accordance with par. 4, section 6.1, Chapter 6 of this Rulebook. Such charges may be paid through the General Clearing Members with which they collaborate.
3. Registration fees are paid in a lump sum upon acquisition of the relevant capacity and will not be refunded if such capacity is lost for any reason, including the case of merger.

2.10.10 Contributions to the Default Fund

Clearing Members must participate in the Default Fund and pay their respective contributions to it in accordance with the provisions of this Rulebook.

2.10.11 Connection to the Clearing System

To access the System, the Clearing Member must have a connection with the information systems of EnExClear in compliance with the technical specifications stipulated by the latter.

2.10.12 Communication between EnExClear and Clearing Members

1. Communication between EnExClear and Clearing Members shall be in writing, which includes documents in electronic form, unless otherwise specified in this Rulebook.
2. Each announcement by EnExClear to Clearing Members with regard to Clearing and its results, in accordance with the provisions of this Rulebook, shall be transmitted electronically through the System or via alternative mechanisms maintained by EnExClear in cases of malfunctions or other exceptional occurrences.
3. For the purpose of communicating with EnExClear, the address of the Clearing Member shall be that specified by the Clearing Member in its application for acquiring the relevant capacity. Any change of address of the Clearing Member must be notified in writing to EnExClear.
4. In respect of matters relating to the Clearing and Settlement of Positions, EnExClear shall communicate with the Certified Clearer declared to EnExClear by the Clearing Member. In any other matter relating to the Clearing Member, EnExClear shall communicate with the contact person of the Clearing Member.
5. For the purpose of communicating with EnExClear, Clearing Members must contact the bodies of EnExClear which have the relevant responsibility, as such bodies are announced from time to time on the website specified by EnExClear.

2.10.13 Information to EnExClear

1. Clearing Members shall provide to EnExClear all data and information pertaining to the Clearing tasks they perform and the inherent risks, whenever EnExClear so requests.
2. Clearing Members must, at the time of submitting supervisory data to the Competent Authorities in accordance with the rules governing their operation, communicate to EnExClear particularly the following:
 - a) their annual and half-yearly financial statements, audited and signed by certified auditors;
 - b) information on their capital adequacy, own funds, solvency ratio or large exposures, as well the relevant financial statements for the reporting period in question.
3. Clearing Members must immediately notify EnExClear of any change to the information on the basis of which EnExClear granted its approval for their acquisition of the relevant capacity. They must also notify EnExClear regarding any issue that could jeopardize their orderly participation in Clearing. Such issues include but are not limited to a Participant's default in fulfilling its obligations to the Clearing Member, indications that the Clearing Member is temporarily unable to meet its obligations, or the occurrence of events affecting the operation of the Clearing Member, such as a decision to participate in a merger, de-merger or acquisition of its business or the imposition of penalties by the Competent Authorities.
4. EnExClear shall, immediately upon request, make available to the RAE the data and information it keeps in accordance with the preceding paragraphs.

2.11 Professional conduct obligations

2.11.1 Obligations of Clearing Members

Clearing Members must provide Clearing and Settlement services in accordance with the principles of good faith and ethical business practices. In the framework of their self-standing obligations, they are in particular required to:

- a) safeguard the smooth functioning of the energy market, showing due diligence and care when participating in Clearing operations in order to ensure the proper fulfilment of cash obligations arising from the Positions they clear;
- b) refrain from any act or omission that could damage the standing of EnExClear, the HETS Operator and HEnEx and more generally the reliability and security of the energy system;
- c) conduct themselves on every occasion with decorum towards the bodies of EnExClear and other participants in Clearing and Settlement in accordance with the terms hereof and to work with them, whenever necessary, to prevent systemic and other inherent risks;
- d) respond promptly, truthfully and fully to any request of EnExClear to provide data and information, fulfil their regular or ad hoc reporting obligations to EnExClear pursuant to the provisions of this Rulebook, and cooperate with EnExClear without hindrance by participating in relevant meetings or allowing EnExClear bodies to conduct on-site inspections at their premises;
- e) ensure that the computer equipment and software they have to access the System are used in a reasonable manner and in accordance with this Rulebook in order to ensure its smooth and secure operation;
- f) constantly apply effective internal control procedures for the purpose of verifying the strict compliance of their personnel with applicable provisions, including those set forth in this Rulebook;
- g) ensure the Clearing and Settlement of Positions in compliance with applicable provisions and this Rulebook;
- h) provide complete information in writing to any Balancing Market Participants with which they have a contractual relationship with respect to any obligation arising from the Clearing and Settlement of Positions;
- i) take all necessary steps to resolve any instance of default or outstanding Clearing issues in general, in cooperation with all relevant persons as the case may be;
- j) take into consideration accepted practices governing the Clearing and Settlement of Positions, as such are set out from time to time also on the basis of EU principles and rules.

2.11.2 Obligations of Participants in the Balancing Market

Participants in the Balancing Market must comply with the obligations they assume under the provisions of this Rulebook. In the framework of their self-standing obligations, they are in particular required to:

- a) adhere to the Clearing procedures of EnExClear as set out in this Rulebook and the Implementing and Technical Decisions adopted pursuant to it, both the Participants themselves or through the Clearing Members with which they collaborate;
- b) act jointly with the Clearing Members with which they collaborate, particularly in instances of default;

- c) comply with any recommendations or instructions from EnExClear for the purpose of ensuring orderly Clearing.

PART 5. Clearing Member Resignation

2.12 Resignation

1. A Clearing Member may resign from its duties by submitting a relevant request to EnExClear, subject to fulfilment of the conditions set out in the following paragraphs. Resignation shall entail loss of the respective capacity.
2. The resignation of a Direct Clearing Member automatically entails also the loss of its respective capacity as a Balancing Market Participant according to the relevant terms of the Balancing Market Rulebook. The above consequences do not apply if the Balancing Market Participant has been contracted, at the time of the aforementioned resignation, with a General Clearing Member which will undertake the Clearing of the Participants' Positions in accordance with the terms of this Rulebook.

2.13 Resignation conditions

1. The resignation must be communicated in writing to EnExClear and shall also constitute termination of any agreements concluded with EnExClear by the Clearing Member in that capacity. The effects of such resignation and termination shall commence on the date of EnExClear's acceptance of the resignation within a period of thirty (30) days from the aforesaid resignation notice, without prejudice to the specific provisions of the following paragraphs.
2. The resignation shall be accepted by EnExClear on the condition that the Clearing Member has, within the above 30-day time limit, settled any outstanding matters with respect to the Positions it clears, or any amount owing to EnExClear and provided EnExClear has received relevant notification also from the HETS Operator. EnExClear may extend the time limit stipulated in paragraph 1, depending on the outstanding obligations of the Clearing Member or the relevant instructions of the HETS Operator whenever deemed necessary, or the need to protect the System against imminent risks, particularly in the case of default of a third-party Clearing Member, in accordance with paragraph 4. In the event that the time limit is modified, the effects of resignation and termination of the relevant agreements, as referred to in paragraph 1, shall apply as of the date of EnExClear's acceptance of the resignation, which shall take place by no later than the expiry of the new time limit.
3. If the conditions of paragraphs 1 and 2 are fulfilled, EnExClear shall accept the resignation and inform the Clearing Member, the RAE and the HETS Operator in writing. If EnExClear does not accept the resignation, it shall provide a reasoned answer.
4. Upon discharge of any and all obligations of the Clearing Member towards EnExClear, the latter shall return to it the cash collateral or letters of guarantee provided by the Clearing Member to EnExClear and, upon acceptance of its resignation, EnExClear shall return to the Clearing Member the balance of its share account in the Default Fund. If, prior to the date of acceptance of the resignation in accordance with paragraph 3, another Clearing Member defaults, the share account of the resigning Clearing Member shall be returned after application of the default waterfall of section 4.6 against the defaulting Clearing Member and only if such share account has a balance.

5. Resignation from the capacity of Clearing Member does not exclude the possibility of re-acquiring it. If the Clearing Member had fallen into default that resulted in use being made of the share accounts of other Clearing Members in the Default Fund and/or of the Pre-Funded Financial Resources in accordance with section 4.6, in order to re-acquire the capacity of Clearing Member, the defaulting Clearing Member must first fully repay the aforesaid used amounts that were owed by it.
6. The conditions and procedure relating to resignation may be further specified by a Decision of EnExClear.

PART 6. Clearing Accounts and Settlement Accounts

2.14 Clearing Accounts

1. Clearing Accounts are used for the Clearing of Positions.
2. Positions are automatically registered in Clearing Accounts on the basis of the data and relevant calculations transmitted by the HETS Operator to EnExClear in accordance with section 2.35 of this Chapter.
3. Clearing Accounts are opened by EnExClear and kept in the System in accordance with the terms of sections 2.14 and 2.15.
4. Clearing Accounts are kept per Balancing Market Participant. The holding of a Clearing Account for more than one Participant jointly is not permitted.
5. Direct Clearing Members hold only one Own Clearing Account on its own name.
6. Each Balancing Market Participant that is a Non-Clearing Member must hold in its own name only one Participant Clearing Account through only one General Clearing Member.
7. Each General Clearing Member holds one Participant Clearing Account per Balancing Market Participant for the Clearing of its Positions.
8. The HETS Operator may hold an Own Clearing Account if it is acting as a Direct Clearing Member or a Participant Clearing Account at a General Clearing Member if it is acting as a Non-Clearing Member.

2.15 Conditions for opening Clearing Accounts

1. Own Clearing Accounts are opened in the System by EnExClear at the request of the Direct Clearing Member and provided the latter has declared to EnExClear the following information:
 - a) The Clearing Member's identification details, namely:
 - (i) full legal name of the company;
 - (ii) registered office;
 - (iii) legal form of the company;

- (iv) the registration number and date on which the company was registered in the public register to which it belongs on the basis of its governing law;
 - (v) Tax Registration Number of the company;
 - (vi) the Legal Entity Identifier (LEI) code which the Clearing Member may have, and
 - (vii) the Participant EIC code assigned to the Direct Clearing Member as a Balancing Market Participant.
- b) The details of the Direct Clearing Member's bank account which will be used by EnExClear to effect payments or refunds in connection with the Clearing Member's share account in the Default Fund, to manage its collateral, including the instance of paragraph 2, section 4.7, and for the fulfilment of its obligations of all kinds towards EnExClear.
2. Participant Clearing Accounts are opened in the System by EnExClear at the request of the General Clearing Member and provided the latter has declared to EnExClear the following information:
- a) The details of the General Clearing Member, in accordance with instances (i) through to (vi) of point 1), par. 1, and the details of its bank account which will be used by EnExClear to effect payments or refunds in connection with the Clearing Member's share account in the Default Fund, to manage its collateral, and for the fulfilment of its obligations of all kinds towards EnExClear.
 - b) The Balancing Market Participant's identification details, namely:
 - (i) the full legal name of its company;
 - (ii) its registered office;
 - (iii) its legal form;
 - (iv) the registration number and date on which its company was registered in the public register to which it belongs on the basis of its governing law;
 - (v) the Tax Registration Number of the company;
 - (vi) the Legal Entity Identifier (LEI) code which the company may have;
 - (vii) the Participant EIC code, and
 - (viii) the bank account details of the Clearing Member for the purpose of effecting any cash refunds in the event of default, in accordance with par. 2 of section 4.7.

2.16 Clearing Account cancellation

1. A Clearing Account will be cancelled by EnExClear upon receipt of an account closure request addressed to it, or upon resignation of the Clearing Member that holds the account, provided there are legitimate reasons for the resignation in accordance with sections 2.12 and 2.13, or necessarily following its deletion by EnExClear.
2. In every case, a Clearing Account shall be cancelled if it has no outstanding obligations and corresponding claims in respect of its Positions.

2.17 Specific obligations of Clearing Members

1. The calculation of EnExClear's risk in respect of Clearing Members and the provision of collateral for the purpose of covering such risk in accordance with the provisions of this Rulebook shall be carried out per Clearing Member and Clearing Account.
2. General Clearing Members are required to:
 - a) comply with their obligations to maintain in the System the various kinds of Clearing Accounts which they use in accordance with the terms of this Rulebook;
 - b) keep separate records and accounts that enable them to distinguish the assets and Positions which they hold in the System on behalf of Balancing Market Participants in the framework of providing services to them.

2.18 Cash Settlement Accounts

Clearing Members are required to keep the Cash Settlement Accounts in accordance with the provisions of Chapter 3.

2.19 Provision of information and data verification

1. Clearing Members and Participants which participate in the Cash Settlement of Positions in the Balancing Market, pursuant to the terms hereof, are required to provide all data and information requested by EnExClear in connection with the Accounts prescribed in this Rulebook which they manage, or with the obligations arising therefrom, as well as any change to such data and information. They must also notify EnExClear regarding any change to their particulars on the basis of which the relevant accounts were opened.
2. EnExClear has a legal right, in the framework of gathering and verifying the data declared for the opening and keeping of the above accounts, to exchange any necessary information with the HETS Operator, the Cash Settlement Agent, credit institutions and the bodies that hold the collateral furnished in favour of EnExClear, as well as with any other entity involved in the Clearing and Settlement of Positions, while adhering to provisions on professional secrecy.

PART 7. Collateral in favour of EnExClear

2.20 General provision

1. Clearing members are required to provide collateral in favour of EnExClear to secure the proper fulfilment of their Clearing and Settlement obligations towards EnExClear in accordance with the specific provisions of this Rulebook.
2. The collateral shall be provided and segregated per Clearing Account.
3. All Clearing Account collateral is used by EnExClear to cover instances of default arising from the Positions of the relevant Clearing Account. If, after covering the loss caused by the default, there remains a balance of unused collateral, this will be withheld by EnExClear to cover any future amounts due from additional clearing (i.e. corrective and final clearing pursuant to the Balancing Market Rulebook) in accordance with par. 7, section 4.6 of Chapter 4.

2.21 Forms of collateral

1. EnExClear shall accept as collateral cash in euros, or in other currencies provided they may be accepted pursuant to an Implementing Decision of EnExClear, in accordance with sections 2.21 and 2.22 of this Chapter, or in the form of a letter of guarantee in accordance with paragraph 2.
2. As collateral, EnExClear shall also accept letters of guarantee subject to the following conditions:
 - a) the issuer of the letter of guarantee is a credit institution of Law 4261/2014 or of Directive 2013/36/EU. In the case of an issuer of another EU member state or third country, there must be an appropriate mechanism in place for the forfeiture of the letter of guarantee in Greece as well as safeguards for its legal application;
 - b) the letter of guarantee must be irrevocable and unconditional, and its issuer cannot rely on any legal or contractual exemption or defence to oppose payment of the guarantee. The issuer shall be obliged to immediately deposit the full amount of the letter of guarantee or a part thereof whose forfeiture will be sought by EnExClear, without having the right to put forward any complaints or objections of the Clearing Member, on behalf of which the letter of guarantee was issued, or of any third party;
 - c) the letter of guarantee may be forfeited and paid, at the request of EnExClear, without any regulatory, legal or operational restrictions, on demand, for the purpose of satisfying the obligations arising from Positions, including obligations that may arise from additional clearing which are cleared by the Clearing Member on behalf of which it was issued;
 - d) the issuer of the letter of guarantee does not belong to the same group, in the sense of article 31 of Law 4308/2014, as the Clearing Member on behalf of which it was issued, nor is the issuer associated with the aforesaid Clearing Member in a relationship of participation in accordance with article 32 of Law 4308/2014
3. Letters of guarantee are issued in a standardised format that is specified by an Implementing Decision of EnExClear. By virtue of the same Decision, EnExClear may specify any related issue and necessary detail.
4. EnExClear shall, by virtue of its Implementing Decision, categorise the collateral it is able to accept, setting concentration limits, particularly with regard to the maximum or minimum percentages of acceptable coverage or the maximum amount of acceptable coverage per specified category.

2.22 Rights of EnExClear on collateral

1. On the cash collateral provided by Clearing Members to EnExClear and held blocked in bank accounts in the name of the collateral provider, a security interest (financial collateral) of Law 3301/2004 and Directive 2002/47/EC is hereby created in favour of EnExClear as a Clearing House, in compliance with the provisions of par. 1(a), article 14, Law 4425/2016 in accordance with the terms hereof.
2. In the event of a Clearing Member's default, EnExClear may – in accordance with the terms hereof – use the collateral to cover the loss caused by the default solely in respect of the Clearing Account for which it has been given. The use of collateral for a different, other than the aforesaid, Clearing Account to meet obligations towards EnExClear is not permitted, unless the beneficiary of the Account is the same Balancing Market Participant.
3. EnExClear has a right of use on the cash provided to it as collateral, which it may exercise through the Clearing Member that furnished the collateral pursuant to Law 3301/2004 and Directive 2002/47/EC, according to the provisions of par. 1(a), article 14, Law 4425/2016 and in accordance with the following:

- a) EnExClear may, after simply notifying the Clearing Member, make temporary use of the collateral provided, in the event of default on the part of other Clearing Members in order to cover liquidity risk. EnExClear may not make such use of the collateral if it constitutes available cover for the Clearing Account of the Clearing Member that provided the collateral and a request has already been made to EnExClear for its return. Clearing Members give their written consent to EnExClear – for the latter to exercise its right to use the collateral – in a form provided to them at the time of the initial application submitted in accordance with the provisions of sub-section 2.10.3.
 - b) If EnExClear exercises its right of use, it must render the same amount in the same currency to the Clearing Member that provided the collateral.
 - c) EnExClear may also, in the event of a Clearing Member’s default and after simply notifying it, use the collateral provided by it as a means of payment and settlement of obligations arising from the relevant Clearing Account of the Clearing Member as a result of the Settlement of Positions, applying netting procedures.
4. If the collateral provided in cash is kept in accounts in the name of EnExClear as collateral taker, this shall be deemed by virtue hereof to constitute a title transfer of financial collateral in its favour pursuant to Law 3301/2004 and the provisions of instances b) and c) of the preceding paragraph shall apply accordingly. The holding of collateral in an account with a central bank might not constitute a title transfer of financial collateral, even if the relevant account is in the name of EnExClear, if such collateral is held solely for the centralized keeping of the funds that make up the collateral and not for the purpose of transferring title to EnExClear. By virtue of a relevant Implementing Decision, EnExClear shall determine the specific characteristics of the collateral in accordance with the terms of the preceding sentence, taking into account the technical operating procedures of the central bank.

2.23 Collateral accounts

1. EnExClear takes collateral in the form of cash through corresponding collateral accounts. Collateral is furnished via the relevant account in accordance with the provisions of the following paragraphs.
2. Cash collateral is provided by depositing the required monetary amount in a bank account held per currency in the name of the Clearing Member or EnExClear, for instance as part of the centralized keeping of collateral by EnExClear. The above collateral may be held at the Bank of Greece or other central bank or credit institution in accordance with the relevant Implementing Decision of EnExClear.
3. The crediting, registering or entering – as appropriate – of collateral in the relevant account in favour of EnExClear invests the latter with its respective rights as collateral taker in accordance with the law. EnExClear has access to the accounts of the previous paragraphs as a Clearing House of Law 4425/2016.
4. If a Clearing Member that has provided collateral in connection with a Clearing Account requests its return, EnExClear shall place the collateral it releases at the disposal of the Clearing Member in the respective account, as stipulated for each case in this section, provided there are no obligations to provide Margin for the relevant Clearing Account or such obligations are fulfilled in a different manner pursuant to the provisions hereof. EnExClear may refuse to return such aforesaid excess collateral in order to cover any risks associated either with the respective Clearing Account, or in the case of the last sentence of par. 2, section 2.22, with other Clearing Accounts of the Clearing Member making the request.
5. EnExClear may by virtue of an Implementing Decision further specify any technical matters and necessary details pertaining to the implementation of the terms of this section.

PART 8. Default Fund

2.24 General provisions

1. By virtue hereof, EnExClear sets up a Default Fund for the purpose of covering the risk relating to the Clearing operations it performs in connection with the Balancing Market, in accordance with the provisions of subpar. 1, par. 2, article 14 of Law 4425/2016.
2. The Default Fund constitutes a pool of assets formed to serve the Fund's purpose from the contributions of Clearing Members, the resources of which belong jointly (*pro indiviso*) to the Clearing Members in proportion to their participation therein. The Default Fund is not a legal person, while with respect to all of its legal relations, it is represented by EnExClear acting as its administrator.
3. The resources available at any time in the Default Fund, as determined in accordance with the terms hereof, constitute a perfected financial collateral arrangement in favour of EnExClear as collateral taker pursuant to the provisions of Law 3301/2004 and EnExClear shall be entitled to use the Fund's resources in compliance with the provisions of section 2.30 of this Part.
4. The Default Fund is a risk sharing fund, since in the event that the share account of a Clearing Member is insufficient to cover a loss arising from its default, the remaining portion of the loss is charged pro rata to the share accounts of the other Clearing Members participating in the Default Fund, thereby proportionately reducing their participation therein.
5. The size of the Default Fund and of the contributions and respective share accounts of Clearing Members therein is determined in accordance with the terms of this Part. The minimum size of the Default Fund cannot be less than the aggregate sum of minimum contributions of the Clearing Members as stipulated in this Part.
6. The participation of each Clearing Member in the Default Fund is determined by its share account. The share account consists of the Clearing Member's contributions to the Default Fund, plus the proceeds corresponding to such account on the basis of the rules of management and investment applied by EnExClear, less all kinds of expenditures arising from the investment of Default Fund resources in accordance with par. 1, section 2.31, as determined by the procedures of EnExClear. Proceeds and expenses are allocated to each Clearing Member share account in the Default Fund in proportion to the size of such account.
7. Contributions to the Default Fund must be made by Clearing Members in full and in cash through such bank account as shall be indicated by EnExClear. In the event that an amount of a share account is returned, as applicable pursuant to the terms hereof, EnExClear shall deposit the relevant amount in the bank account of the respective Clearing Member.
8. The resources of the Default Fund shall be kept in one or more accounts at the Bank of Greece or other central bank or at a credit institution on the basis of the investment policy of EnExClear in accordance with the provisions of section 2.31. EnExClear shall keep a record of all the resources of the Default Fund as well as those per Clearing Member share account by means of corresponding accounting entries.
9. EnExClear manages the Default Fund in order to cover losses resulting from default in accordance with section 4.6.

2.25 Share accounts

1. Each Clearing Member keeps only one share account in the Default Fund. This account is opened upon acquisition of the capacity of Clearing Member.
2. Any instances of merging, splitting or deactivation of share accounts as a result of corporate actions or other events with respect to Clearing Members, such as – by way of indication – in cases of merger or acquisition, shall be regulated by Implementing Decisions of EnExClear.
3. A Clearing Member share account shall be deleted in the event that the capacity of Clearing Member is lost, as stipulated in each case by the provisions of this Rulebook.

2.26 Initial and minimum contribution

1. Clearing Members must make an initial contribution to the Default Fund in order to acquire the relevant capacity.
2. The amount of the initial contribution is set by virtue of an Implementing Decision of EnExClear.
3. The minimum contribution of Clearing Members to the Default Fund, as stipulated on the basis of the following provisions, may not be less than the initial contribution (Minimum Contribution).

2.27 Rules for calculating the Default Fund and share accounts of Clearing Members

2.27.1 Size of Clearing Member share account

1. The size of each Clearing Member share account in respect of each current calculation period shall be whichever is greater between the rate (Contribution Rate), as set by EnExClear, multiplied by the sum of the average positive Margin of all Clearing Accounts of the Clearing Member for the calculation period, and the Minimum Contribution. More specifically, the size of the share account (μ_i) of Clearing Member (i) is calculated using the following formula:

$$\mu_i = \max \left(\alpha \cdot \sum_{k=1}^{N(i)} \left(\frac{\sum_{j=1}^{M_{k,i}} M(k,i,j)}{M_{k,i}} \right), \text{Minimum Contribution}(i) \right)$$

where :

$N(i)$: The total number of Clearing Accounts of Clearing Member i during the calculation period.

$M(k,i,j)$: The Margin of Clearing Account k of Clearing Member i computed during the weekly calculation of obligations and claims of Clearing week j .

$M_{k,i}$: The number of weeks of Clearing of the Market in the previous calculation period, for which positive Margin was calculated for Clearing Account k of Clearing Member i .

Minimum Contribution (i): The minimum required contribution to the Default Fund of Clearing Member i in accordance with the provisions of section 2.26.

α : The contribution rate, set by virtue of a relevant Implementing Decision of EnExClear.

2.27.2 Size of Default Fund

1. The size of the Default Fund is calculated on a quarterly basis in accordance with the procedures of EnExClear. The size of the Default Fund is calculated in the first three (3) business days of each current calculation period. Following its calculation, EnExClear shall communicate the relevant amount to Clearing Members and announce it on its website.
2. The size of the Default Fund derives from the sum of the share accounts of all Clearing Members as calculated in accordance with subsection 2.27.1.
3. EnExClear shall determine all relevant issues and necessary details by virtue of its Implementing Decisions.

2.27.3 Payments due to the readjustment of Share Accounts

1. When EnExClear notifies Clearing Members regarding the size of their share accounts in the Default Fund, it shall stipulate the exact amount to be paid by:
 - a) Clearing Members to the Default Fund, or
 - b) the Default Fund to Clearing Members.
2. If the value of any share account of a Clearing Member during the previous calculation period falls short of the share account size that must be maintained by the Clearing Member during the current calculation period, the Clearing Member shall pay the difference in cash into the Default Fund within three (3) business days from the notification by EnExClear regarding the size of share accounts of Clearing Members in the Fund during the current calculation period.
3. If the value of any share account of a Clearing Member during the previous calculation period is greater than the share account size that must be maintained by the Clearing Member during the current calculation period, the difference shall be paid in cash from the resources of the Default Fund through EnExClear to the Clearing Member within four (4) business days from the notification by EnExClear regarding the size of share accounts of Clearing Members in the Fund during the current calculation period, after the obligations of Clearing Members under paragraph 2 have first been paid.

2.28 Extraordinary contributions

1. By decision of EnExClear, extraordinary contributions shall be paid by Clearing Members to the Default Fund in the event of:
 - a) activation of the Default Fund to replenish its resources that were used owing to the default of a Clearing Member to cover the relevant loss, including the portion of participation therein of the defaulting Clearing Member;
 - b) significant changes particularly with regard to market prices and other factors in general which affect the size of the required Default Fund.
2. In instance a) of the preceding paragraph, EnExClear shall calculate the amount of extraordinary contributions of Clearing Members on the basis of their new participation rate in the Default Fund.
3. In the cases of the preceding paragraphs EnExClear shall, for the purpose of calculating the size of extraordinary contributions, apply the procedure under sub-section 2.27.1 or, if deemed necessary,

it may establish additional parameters in the calculation to protect the Balancing Market, and may set the calculation period as appropriate, taking account of the general conditions of calculation and market conditions. Such additional parameters refer in particular to the contribution rate to the Default Fund and its calculation period. EnExClear shall without delay communicate its relevant decision to the RAE.

4. Where a decision has been taken for extraordinary adjustment of the Default Fund, EnExClear shall stipulate the methodology and parameters on the basis of which the adjustment will be made, which may differ from the methodology followed for its regular adjustment, taking into account the reasons that necessitated such adjustment. It shall also specify the period within which Clearing Members must provide the additional contributions.

2.29 Late payment of contributions to the Default Fund

In the event of late payment of a Clearing Member's contribution to the Default Fund, such Clearing Member shall be deemed to be in default in accordance with Chapter 4.

2.30 Use and replenishment of Default Fund resources

1. EnExClear may make temporary use of the Default Fund resources as collateral taker in of its right of use under par. 3, section 2.24 in the event of a Clearing Member's default. EnExClear shall make such use to meet liquidity requirements in connection with outstanding obligations of the defaulting Clearing Member which EnExClear undertakes to address the aforesaid default in accordance with the provisions of section 4.4, including all kinds of expenses relating to the fulfilment of obligations.
2. When Default Fund resources are used pursuant to the preceding paragraph, EnExClear shall replenish such resources within a reasonable time and certainly before using the Default Fund to cover any loss caused by default, as set out in section 4.6. Alternatively, EnExClear may offset the value of the resources to be replenished with the amount corresponding to the loss covered by the Default Fund in accordance with section 4.6.
3. If, while the resolution of the first default remains pending, another default or defaults occur, the use of resources for each default in accordance with the preceding paragraphs shall take place sequentially and in chronological order, by first covering, according to the terms of section 4.6, the loss of each previous default.
4. EnExClear may, alternatively or cumulatively in connection with its right of temporary use of Default Fund resources pursuant to the preceding paragraphs, make use of credit facilities to remedy events of default in accordance with its relevant procedures.

2.31 Resources, assets and eligible investments

1. The resources of the Default Fund are invested by EnExClear in accordance with its investment policy, which is approved by RAE.
2. Default Fund resources may be all kinds of contributions of Clearing Members, as stipulated in this Rulebook, and all kinds of proceeds from the investment of its resources in accordance with the preceding paragraph.

3. For the purposes of investing the Default Fund resources, EnExClear may set up committees that will operate under its control.
4. The financial year of the Default Fund has the duration of one calendar year. At the end of each financial year of the Default Fund, EnExClear shall prepare the Fund's annual management report.
5. The annual report of the Default Fund may be included in reports of a more general nature which EnExClear may prepare in connection with the financial resources it maintains and may also invest pursuant to applicable provisions.
6. The annual report shall include:
 - a) a breakdown of the Default Fund's assets,
 - b) a detailed income statement, presenting by category the revenues from its placements and all manner of contributions paid to it, as well as any expenses or losses resulting from its activation,
 - c) a detailed statement of Default Fund disbursements pursuant to the provisions of this Rulebook,
 - d) a detailed list of outstanding and settled claims arising from defaults, and
 - e) a detailed list of loan or credit balances and relevant claims that have arisen for the settlement of defaults.
7. The auditing of the financial management of the Default Fund and of the annual management report prepared by EnExClear shall be assigned to two (2) registered auditors or a recognized audit firm. The tenure of such auditors and audit firms may be renewed without limitation. The auditors' report is submitted to the RAE.
8. EnExClear shall, immediately upon request, make available to the RAE the reports specified in the preceding subparagraphs, along with any other data and information relating to the administration and management of the Default Fund.

PART 9. Pre-Funded Financial Resources

2.32 Holding and use

1. EnExClear maintains an account in accordance with section 2.6 of Chapter 2, in which the Pre-Funded Financial Resources are held.
2. EnExClear records, in the files and data it keeps, the current balance of Pre-Funded Financial Resources as well as the corresponding credit and debit transactions in the framework of its operation.
3. On all Pre-Funded Financial Resources which are provided to EnExClear and held in the account of par. 1, a financial security interest of Law 3301/2004 is hereby created in favour of EnExClear. In the event of a Clearing Member's default, EnExClear uses the Pre-Funded Financial Resources to cover the loss caused by the default in accordance with section 4.6 of Chapter 4.

2.33 Size

1. The initial amount of Pre-Funded Financial Resources is set as a percentage (a%) of the available balance of the Non-Compliance Charges Account and recalculated on a quarterly basis or ad hoc in cases where the PFR have been used due to a Clearing Member's default.
2. At the time of recalculation, the Pre-Funded Financial Resources are increased by a% of the total Non-Compliance Charges which have been collected during the period since the previous calculation, taking also into account any income or costs for their management as well as any debits or credits arising from the management of the Clearing Member's default.
3. The Pre-Funded Financial Resources as calculated above cannot be less than a% of the available balance of the Non-Compliance Charges Account as the latter stands on the second (2nd) business day prior to the day of calculation. The HETS Operator notifies EnExClear regarding the available balance of the Non-Compliance Charges Account one (1) day prior to the day of recalculation.
4. The percentage a% is initially set at 50%, and it is updated at least once per year by decision of the RAE following a relevant recommendation from EnExClear and the HETS Operator.

PART 10. Clearing procedure for Balancing Market Positions

2.34 General provisions

1. This Part sets out the terms and conditions under which Balancing Market Positions are cleared through the System. The Clearing procedure involves the participation of Clearing Members, the HETS Operator and EnExClear, as well as Balancing Market Participants where applicable in accordance with the specific provisions of this Part.
2. The Clearing of Positions is carried out through the System individually for all Positions registered in the System on the Clearing Day within the scheduled business hours as decided by EnExClear.
3. Clearing involves the following separate procedures:
 - a) notification from the HETS Operator to EnExClear of Positions to be cleared;
 - b) finalisation of Positions and issuance of Invoices;
 - c) calculation of cash obligations and claims;
 - d) valuation of collateral;
 - e) calculation and coverage of Margin requirements;
 - f) announcement of Clearing results to Clearing Members;
 - g) cash settlement resulting from the Positions.
4. Any procedural or technical details pertaining to Clearing shall be determined in accordance with the Decisions and procedures of EnExClear.

2.35 Notification of Positions to be cleared

1. On Clearing Day and on its own responsibility, the HETS Operator electronically transmits to EnExClear detailed data on the Positions for Clearing on the basis of the calculations it performs in accordance with the Balancing Market Rulebook. The transmitted data shall be checked by EnExClear in accordance with the provisions of the following paragraphs.

2. The detailed data on Positions must include the following:
 - a) Type of Market (Balancing Market);
 - b) EIC code of the Participant;
 - c) Position code and/or description of Position type;
 - d) Type and Position Value (the sign of value indicates whether it is a debit or a credit);
 - e) Reference period;
 - f) Calculation issuance.
3. EnExClear checks the data communicated to it in accordance with the preceding paragraphs and additionally verifies:
 - a) that total debits equal total credits;
 - b) that the Clearing Members undertaking the Clearing of the relevant Positions have not fallen into default in accordance with section 4.1, Part 1, Chapter 4 hereof. If a Clearing Member has fallen into default, EnExClear will not accept the Clearing of the respective Positions unless they are Positions that have arisen on the Clearing Day immediately following the day of default or positions of the Initial Clearing that concern the period until the day of the default of the Clearing Member, whose Clearing are undertaken as normal.
4. If the detailed data on Positions omits any of the items under paragraph 2, or the results of the checks of paragraph 3 are not satisfactory, EnExClear shall reject the entry of the respective Positions in the System and inform the HETS Operator accordingly. To remedy such omissions or inconsistencies, the HETS Operator shall on the same day forward new detailed data in replacement of the data previously communicated.

2.36 Finalisation of Positions & issuance of Invoices

1. Upon completion of the checks and the remedying of any omissions and inconsistencies in accordance with section 2.35, the Positions communicated as above are finalised for Clearing purposes per each respective Clearing Account.
2. After their finalisation, the Positions communicated shall not be subject to any amendment, correction or supplementation by EnExClear.
3. Within two (2) business days from the Clearing Day on which Positions are finalised in accordance with the above, EnExClear issues for each Participant the corresponding Invoices prepared on the basis of its Positions. The Invoices are issued and sent to Participants electronically. In the event of default pursuant to section 4.6 of Chapter 4, the collection of the relevant cash claims will be carried out on the basis of the Vouchers/Invoices issued by EnExClear, which serve as proof in favour of beneficiary Clearing Members and Participants and against the defaulting Clearing Member or Participant.

2.37 Calculation and netting of cash claims and obligations

1. On Clearing Day and after the finalisation of Positions, EnExClear calculates for each Clearing Member and Clearing Account the net obligations or net claims arising on the basis of those Positions.

2. The Settlement Day for cash claims and obligations is set as follows:
 - a) in cases of Clearing Account Positions that give rise to obligations on the part of a Clearing Member to pay a cash amount, the Settlement Day shall be the second (2nd) business day after the Clearing Day;
 - b) in cases of Clearing Account Positions that give rise to claims on the part of a Clearing Member to receive a cash amount, the Settlement Day shall be the third (3rd) business day after the Clearing Day.
3. The above-mentioned payments and receipts are carried out in accordance with the cash settlement procedure laid down in the provisions of Chapter 3.

2.38 Collateral valuation

For the purposes of meeting Margin requirements, EnExClear calculates the total value of collateral provided per Clearing Account, taking into consideration the amount of cash deposited as well as the monetary value and period of validity of the letters of guarantee deposited.

2.39 Margin calculation

1. EnExClear calculates the Margin requirements per Clearing Account, taking into consideration the Positions in previous time periods, the Position Type, and whether they related to an initial calculation or recalculation on the basis of the calculation method described in detail in an Implementing Decision of EnExClear.
2. EnExClear shall be entitled at any time to change the Margin calculation method for the purpose of protecting the market. EnExClear shall also be entitled to increase at any time the Margin requirements for all Clearing Accounts as well as for individual Accounts, and set a deadline for the provision of such additional Margin, particularly taking into consideration any imminent risks. By way of indication, such risks may include the ascertainment of unjustifiably different trading behaviour of a Participant in the Day-Ahead Market or Intraday Market, such as a higher or lower volume of trades compared to its usual operation.
3. If the Margin requirement of EnExClear with respect to the Clearing Account of a Clearing Member, as calculated by EnExClear after finalisation of the Clearing Account Positions, is greater in value than the value of all the collateral of the relevant Account, as such collateral has been provided to EnExClear in accordance with the provisions hereof, the Clearing Member shall be notified of the requirement by EnExClear and must take steps to make up the shortfall within a time limit set by virtue of a relevant Decision of EnExClear.
4. In cases where available funds in the form of cash or a letter of guarantee have been provided to EnExClear by a Clearing Member for the purpose of covering Margin requirements for more than one Clearing Account, the Clearing Member must on its own responsibility declare to EnExClear the part of such available funds which corresponds to each Clearing Account for the purpose of meeting the relevant requirement. In the event of a Clearing Member's default pursuant to the provisions hereof, such collateral shall be used by EnExClear in accordance with the provisions of section 4.7.

CHAPTER 3. Cash Settlement of Positions

PART 1. Settlement Finality

3.1. System

EnExClear transmits to the Cash Settlement Agent on a daily or ad hoc basis, by electronic means and in accordance with its procedures, a list enabling it to perform the Cash Settlement of Positions, acting as a System in accordance with the provisions of point (b), par. 1, article 14 of Law 4425/2016.

3.2. Moment of finality

Settlement operations and instructions, as specified in this Section, shall be deemed final as of the conclusion of the settled operation, in compliance with the provisions of par. 5, article 14 of Law 4425/2016.

PART 2. Participation in Settlement procedures

3.3. General provision

1. The Cash Settlement Agent, EnExClear and Clearing Members participate in the Settlement of Positions in accordance with the terms of this Rulebook.
2. Settlement is carried out by each Cash Settlement Agent on the basis of instructions from EnExClear.

3.4. Settlement Accounts

3.4.1. Cash Settlement Accounts

1. For the Cash Settlement of Positions, each Clearing Member participating in Settlement pursuant to the provisions of this Rulebook must maintain the necessary Cash Settlement Accounts at a Cash Settlement Agency in accordance with the provisions of a relevant Decision of EnExClear.
2. Cash Settlement Accounts are displayed in the System and show the cash credit or debit balance which is either payable or receivable by the Clearing Member from them respectively.
3. Each Clearing Member must notify EnExClear regarding the number of Cash Settlement Accounts through which it will fulfil its cash obligations relating to Settlement, as well with regard to the payment of fees in favour of EnExClear, or of third parties when EnExClear has been assigned responsibility for the collection of such fees.

3.4.2. Inability to perform Cash Settlement

1. If a Cash Settlement Agent is unable to promptly communicate to EnExClear the balances of the Cash Settlement Accounts and perform Cash Settlement, EnExClear, upon being informed of the matter by the Cash Settlement Agent, shall arrange the cash settlement by means of alternative procedures. In such a case, Cash Settlement may be carried out at another Cash Settlement Agent or through the same one in accordance with its alternative procedures.

2. When the procedure of the preceding paragraph is applied, Clearing Members must pay to EnExClear the amounts owed as instructed by EnExClear. If a Clearing Member fails to pay the amount due, the Clearing Member shall be deemed in default and subject to application of the relevant provisions of Chapter 4 of this Rulebook.
3. If the aforesaid inability of the Cash Settlement Agent no longer applies, Cash Settlement may proceed as normal through such agent in accordance with the relevant instructions and directions of EnExClear.

PART 3. General principles of Settlement

3.5. Settlement in cycles

1. The Settlement of Positions is carried out on a daily basis for each Settlement Day in cycles, which are determined on the basis of the procedures of EnExClear.
2. Settlement operations that cannot be settled in a certain cycle of the settlement day, due to non-fulfilment of the settlement conditions that govern them, are automatically transferred to the immediately following cycle pursuant to the conditions governing Settlement in accordance with the relevant procedures of EnExClear.

3.6. Performance of Settlement

1. The Settlement of Positions in connection with the System is carried out on a multilateral basis between EnExClear and its Clearing Members.
2. Cash Settlement is carried out per Clearing Member, Clearing Account and Cash Settlement Account in respect of the obligations and claims arising per Clearing Day and Settlement Day. Cash claims and corresponding obligations which are settled on the same Settlement Day are subject to netting.
3. Settlement is performed in respect of all Clearing Members, while the obligation or claim of each Clearing Member is independent of the fulfilment of obligations of the counterparty. Settlement is carried out in cycles and becomes final each time a part of it has been performed.
4. Settlement is carried out irrespective of fulfilment or non-fulfilment of the cash obligations of Balancing Market Participants or the HETS Operator that are Non-Clearing Members towards Clearing Members and vice-versa.

3.7. Technical details

Any procedural or technical details relating to the procedures applied by EnExClear in connection with the Settlement of Positions, as set out in this Section, for instance with respect to the business hours prescribed for the performance of Settlements in the System pursuant to the provisions of this Rulebook, the particular specifications of the Settlement algorithm, or the number and duration of Settlement cycles, shall be determined by virtue of a Decision of EnExClear after first taking into account the technical specifications and procedures of the Cash Settlement Agent.

CHAPTER 4. Default

PART 1. Basic Provisions

4.1. Instances of default

1. If a Clearing Member fails to fulfil its Clearing and Settlement obligations, as these arise on the basis of its Positions per each of its Clearing Accounts and are set out in this Rulebook, such Clearing Member shall be deemed in default pursuant to the provisions of this Chapter.
2. A Clearing Member shall be deemed in default in cases that include but are not limited to the following:
 - a) When in the Cash Settlement Account of the Clearing Member the available cash balance is not sufficient to cover all cash obligations of the Clearing Member in accordance with this Rulebook.
 - b) When the Clearing Member does not provide the required collateral in favour of EnExClear or the contribution in favour of the Default Fund, as stipulated in the provisions of this Rulebook.
 - c) In the following cases, which for the purposes hereof are considered in general as cases of a Clearing Member's insolvency and may arise irrespective of whether the Member has failed to fulfil its obligations to EnExClear with respect to the Clearing and Settlement of Positions:
 - (i) In the event of insolvency proceedings being opened against a Clearing Member, provided EnExClear has been informed accordingly, pursuant to the provisions of par. 1 (b), article 14, Law 4425/2016 and the specific terms of articles 3-7 of Law 2789/2000. In such an event, the actions of any kind by EnExClear in respect of the Clearing Member, in connection with Clearing of Positions, Settlement, the receipt of collateral or contributions to the Clearing Fund of this Rulebook or the exercise of the right to use them pursuant to terms hereof, shall be subject to the rule of finality without prejudice to the above provisions.
 - (ii) In the event of the conclusive inability of a Clearing Member, due for instance to its liquidity problems or insolvency, in respect of which no insolvency proceedings have yet been opened in accordance with instance (i), if EnExClear has been informed about such inability by the Competent Authorities or by other means.
 - (iii) In the event of any other occurrence that directly affects the Clearing Member's operation and renders or is expected to render the fulfilment of its obligations impossible, such as, by way of indication, the revocation by the relevant supervisory authorities of its operating license or license to provide services, or the dissolution of its company, provided EnExClear has been informed of such occurrence by the relevant supervisory authorities or by other means.
 - (iv) In the event of a Clearing Member's failure to fulfil its obligations to EnExClear for reasons other than those relating to the Clearing in question, such as, by way of example, reasons connected with its participation in other systems or markets to which EnExClear is linked and may be exposed to risk in the framework of its operation pursuant to provisions in force.

4.2. Notifications

1. Before taking the measures set out in Part 2 of this Chapter for dealing with cases of default, EnExClear shall without delay notify the RAE of the default and provide the particulars of the defaulting Clearing Member. EnExClear shall also keep the RAE informed regarding any measures taken to address the default and the manner of its handling.

2. EnExClear shall also promptly notify the HETS Operator with regard to a Clearing Member's default, in order for the HETS Operator to take the measures that are necessary in each case in accordance with article 110 of the Balancing Market Rulebook.

PART 2. Default management

4.3. Individual rights of EnExClear

1. Without prejudice to EnExClear's rights to take measures against a defaulting Clearing Member, in accordance with Chapter 5, if a Clearing Member fails to fulfil its Clearing and Settlement obligations emanating from its Clearing Account and provided the default has not been remedied, then, depending on the instance of default, EnExClear has the following legal rights:
 - a) to make use of the financial security or request the immediate forfeiture of the letters of guarantee provided to it by the defaulting Clearing Member in accordance with the provisions of section 4.7;
 - b) to collect the necessary cash amounts from the Clearing Member's relevant share account in the Default Fund, the corresponding sums from the other share accounts, and/or from the Pre-Funded Financial Resources in accordance with section 4.6.
2. Until the default has been remedied, the defaulting Clearing Member shall not be permitted to undertake the Clearing of new Positions, unless they are Positions calculated on the following Clearing Day immediately after the day of default, or Positions of Initial Clearing that concern the period until the day of the default of the Clearing Member, which are cleared as usual.
3. In every case, EnExClear shall take all necessary steps to notify the HETS Operator regarding the default, for the purpose of acting with the latter to enforce the prohibitions and restrictions pursuant to paragraph 2 and article 110 of the Balancing Market Rulebook. If, despite being informed of the Clearing Member's default, the HETS Operator gives notification of new Positions being cleared by that Clearing Member, with the exception of the instance of paragraph 2, these will be rejected by EnExClear. In such a case, EnExClear undertakes no obligation and assumes no relevant liability with regard to the Clearing and Settlement of cash claims or obligations arising from the aforesaid Positions.
4. If, on Settlement Day, thirty minutes (30') after the end of the payment period for a Member's cash obligations, the necessary cash amounts are not available in the Cash Settlement Account of a Clearing Member, a charge shall be imposed, even if the default is subsequently remedied by that Member. This charge is equal to a percentage of two percent (2%) of the value of the outstanding amount, with a minimum charge of five hundred euros (€500).
5. The amount corresponding to the charge imposed as above must be paid on the next business day according to the Cash Settlement procedure.
6. The above charges shall apply regardless of the imposition of penalty payments on the defaulting Clearing Member pursuant to the provisions of section 5.1.

4.4. Assumption of obligations by EnExClear

If the default involves the non-fulfilment of a Cash Settlement obligation on the part of the defaulting Clearing Member due to insufficient funds in its Cash Settlement Account, EnExClear shall fulfil the cash

obligation of the defaulting Clearing Member towards the counterparty non-defaulting Clearing Members by activating the default waterfall of section 4.6 against the defaulting Clearing Member.

4.5. Close-out netting

1. In the event of a Clearing Member's default in respect of its Clearing and Settlement obligations arising from a Clearing Account, EnExClear may apply close-out netting pursuant to Law 3301/2004 in respect of such Clearing Member, in accordance with the specific provisions of the following paragraphs.
2. Upon application of close-out netting:
 - a) any and all cash obligations or claims of the defaulting Clearing Member which arise from the relevant Clearing Account or the respective obligations of EnExClear to such Clearing Member shall become immediately payable, even if they are not yet due, or expire, automatically and are replaced by an obligation to pay such amount, and
 - b) the amounts owed by the defaulting Clearing Member to EnExClear and vice-versa, which arise from the relevant Clearing Account, are calculated and the party owing the larger amount shall pay the net sum equal to the difference between the amounts owed.

4.6. Loss calculation and default waterfall

1. The loss resulting from a Clearing Member's default is covered on the basis of the following calculations and default waterfall. In cases where there is more than one Clearing Member in default, the default waterfall is applied in order of time according to when each default occurred. In the case of simultaneous instances of default (that occurred on the same Day), the use of the share accounts of other Clearing Members in the Clearing Fund according to item c) below and of the Pre-Funded Financial Resources according to item d) below in order to cover each simultaneous instance of default is in proportion to the size of the loss of each instance as a percentage of the total value of the loss of all instances of default. More specifically, EnExClear calculates the size of the loss covered by the default waterfall as follows:
 - a) The loss arising in connection with the Clearing Account in default is covered by the collateral that has been made available to EnExClear for that Clearing Account in accordance with section 4.7.
 - b) If the collateral of instance a) is insufficient, EnExClear shall, for the purpose of covering the remaining portion of the loss, use the Default Fund share account of the defaulting Clearing Member.
 - c) If the contribution of instance b) is insufficient, EnExClear shall, for the purpose of covering the remaining portion of the loss, use the share accounts of the other Clearing Members in the Default Fund on a pro rata basis, according to their percentage of participation in the Default Fund.
 - d) If the share accounts of the other Clearing Members in the Default Fund of instance c) are insufficient, EnExClear informs the Independent Power Transmission Operator (ADMIE) accordingly and the remaining portion of the loss is covered by the Pre-Funded Financial Resources provided for in article 106 of the Balancing Market Rulebook. If, at the time of use of the Pre-Funded Financial Resources, the latter are used for the purpose of covering amounts owed for additional clearing of par. 7 from a previous default of another Clearing Member, they are used after first deducting the cash amounts corresponding to the

aforesaid amounts owed. EnExClear settles the cash amounts that constitute Pre-Funded Financial Resources through the cash settlement procedure at the Cash Settlement Agent.

- e) If the Pre-Funded Financial Resources of instance d) are insufficient, EnExClear informs ADMIE accordingly and the remaining portion of the loss is apportioned to Participants, which are up-to-date with their obligations, and is covered by them as provided in article 110 of the Balancing Market Rulebook. If, at the time of apportionment or re-apportionment pursuant to instance f), an apportionment procedure has already been activated for the purpose of covering amounts owed for additional clearing of par. 7 from a previous default, the apportionment is carried out after first deducting the cash amounts corresponding to the aforesaid amounts owed. EnExClear settles the relevant cash amounts, which are deposited through the Clearing Members, with the cash settlement procedure at the Cash Settlement Agent.
 - f) If the deposited cash amounts of instance e) are insufficient due to non-payment by Participants so obliged on the basis of the above-mentioned apportionment and after completion of any current re-apportionment for amounts owed for additional clearing pursuant to instance e), the respective amounts are re-apportioned as many times as necessary until the loss is fully covered by Participants, which are up-to-date with their obligations, following in other respects the procedure of instance e). EnExClear informs ADMIE in each apportionment cycle process regarding the relevant default and the defaulting Participants in order for ADMIE to activate each subsequent apportionment cycle process and take measures against such Participants in accordance with article 110 of the Balancing Market Rulebook. Participants that do not fulfil their above-mentioned obligations are not permitted to participate in clearing as Clearing Members or through Clearing Members according to the provisions of this Rulebook.
2. In the framework of the above procedure, EnExClear issues the following settlement vouchers:
- a) Defaulting Clearing Member Settlement Voucher. This voucher specifies the amounts used to cover the loss of the defaulting party from the collateral of section 4.7 and its share account in the Default Fund, in aggregate and per individual item (cash collateral, forfeiture of letter of guarantee, Default Fund share account). This voucher is issued by EnExClear and transmitted electronically to the defaulting party upon completion of the procedure for the use of such items.
 - b) Overall Settlement Voucher: This voucher specifies the amounts used to cover the loss of the defaulting party from the share accounts of Clearing Members, the Pre-Funded Financial Resources and the apportionment or re-apportionment of the loss to Participants in accordance with instances e) and f) of paragraph 1. The Overall Settlement Voucher is issued by EnExClear and transmitted electronically to Participants and Clearing Members upon completion of the procedure for the use of the above items.
 - c) Apportionment Procedure Non-Collection Voucher: This voucher specifies the Participants that did not fulfil their obligations in respect of the apportionment or re-apportionment procedures in accordance with instances e) and f) of paragraph 1, with a detailed description of uncollected amounts per apportionment cycle process and Participant. This voucher is issued by EnExClear and transmitted electronically to Participants that failed to fulfil their obligations as well as to non-defaulting Participants upon completion of each apportionment cycle process. Clearing Members also receive such notification.
3. The loss coverage procedure in accordance with paragraphs 1 and 2 shall be without prejudice to the right of Clearing Members and Participants to demand the collection, with interest, of the cash amounts used from their share accounts in the Default Fund or paid by them in the framework of

the apportionment procedures of instances e) and f) of paragraph 1 in accordance with the following terms:

- a) If the share accounts of Clearing Members were used in accordance with instance c) of paragraph 1, the beneficiary Clearing Members on the basis of the Overall Settlement Voucher of instance b), paragraph 2 may demand from the defaulting Clearing Member the return of cash amounts paid from their share accounts to the extent of their relevant claims by instructing EnExClear to exercise their respective rights as their representative. EnExClear will then assign the management of the recovery of the relevant claims to a third-party legal advisor after making a relevant announcement to Clearing Members. Court costs of all kinds as well as other related expenses and assignment expenses in connection with the above will be charged to the beneficiary Clearing Members in proportion to their percentage of participation on the basis of the above and covered by them according to their relevant apportionment by EnExClear during the cash settlement procedure. EnExClear assumes no risk whatsoever with respect to either the assignment in accordance with the above or the positive outcome of the aforementioned demands.
 - b) Participants that paid amounts apportioned to them in accordance with the procedures described in instances e) and c) of paragraph 1 may, on the basis of the Apportionment Procedure Non-Collection Voucher of instance c), paragraph 2, demand the return of amounts paid, in proportion to their percentage of participation in the relevant apportionment by instructing ADMIE to exercise their respective rights as their representative in accordance with article 110 of the Balancing Market Rulebook. Court costs of all kinds as well as other related expenses and expenses for the assignment of a third-party legal advisor will be charged to the beneficiary Participants in proportion to their percentage of participation in the relevant apportionment cycle process and covered by them according to their relevant apportionment by ADMIE during the cash settlement procedure of EnExClear. ADMIE assumes no risk whatsoever with respect to either the assignment in accordance with the above or the positive outcome of the aforementioned demands.
4. Other than its competences in accordance with the preceding paragraphs, EnExClear accepts no liability whatsoever for the coverage of any remaining loss resulting from the use of the Default Fund share accounts in accordance with instance c) of paragraph 1. The same shall apply to ADMIE in accordance with article 110 of the Balancing Market Rulebook.
 5. In the event of default which results in the use of the share accounts of the Default Fund in part or in whole, in accordance with instance c) of paragraph 1, EnExClear shall, in order to continue providing Clearing services as a Clearing House pursuant to this Rulebook, activate the replenishment of Default Fund resources in accordance with section 2.28. Clearing Members that have fulfilled their obligations will take part in the replenishment process. Participants that have not fulfilled their loss coverage obligations on the basis of the apportionment procedures of instances e) and f) of paragraph 1 will not participate in Clearing pursuant to the terms of instance f) of paragraph 1.
 6. In the event of default in accordance with the above, EnExClear may increase Margin requirements or the percentages of liquid assets accepted as collateral or take other measures even by way of derogation from this Rulebook for the purpose of mitigating risk. In the event of such derogation, and provided it is completely justified according to the circumstances in question, the relevant measures will be taken after a decision by EnExClear which is approved by the RAE.

7. Specifically with regard to the covering of loss resulting from the default of a Clearing Member in connection with amounts owed by that member due to additional clearing in the Balancing Market, the following shall apply:
 - a) If the collateral and the share account of the defaulting Clearing Member in the Default Fund are sufficient to cover the loss caused by the default in accordance with instances a and b of par. 1 and – after coverage of the loss – a balance remains (from the collateral and share account), EnExClear will withhold such balance to cover additional clearing that may arise in respect of the Positions of the aforesaid defaulting party, on the basis of relevant instructions it will receive from the HETS Operator.
 - b) If the additional clearing results in amounts owed by the defaulting Clearing Member, EnExClear will cover these by using the withheld balance of instance a).
 - c) If the balance according to instance b) is insufficient or if there is no such balance, EnExClear will use the Pre-Funded Financial Resources to cover the remaining amounts owed by the defaulting Clearing Member in accordance with instance d) of par. 1.
 - d) If the Pre-Funded Financial Resources are insufficient, the apportionment and re-apportionment procedure of instances e) and f), par. 1 are activated until the remaining amounts are fully covered.
8. Additional clearing by the HETS Operator in respect of a defaulting Clearing Member is accepted by EnExClear up to eighteen (18) months after the default or even later if requested by the HETS Operator. During the aforesaid period, the Settlement Account in default is deactivated and used solely and exclusively for the needs of additional clearing. If there is no balance of collateral or share account balance of the Clearing Member to cover the amounts owing from the additional clearing as well as in cases where the default waterfall is used in accordance with par. 7, EnExClear notifies the HETS Operator accordingly.
9. EnExClear and the HETS Operator immediately notify the RAE regarding cases of default in accordance with the above as well as regarding the taking of measures and the timeframe for their implementation in order to ensure the uninterrupted operation of the market.

4.7. Use or forfeiture of collateral

1. To satisfy its claims in respect of covering a loss caused by default, EnExClear shall use or proceed with the forfeiture, as the case may be, of the collateral provided by the defaulting Clearing Member as follows:
 - a) It shall collect the amounts owed from the cash collateral deposited in its favour in the relevant account,
 - b) It shall proceed with the forfeiture of the letters of guarantee deposited as collateral by the defaulting Clearing Member.
2. EnExClear shall choose, at its own discretion, from the collaterals provided in accordance with the above, those it will use to facilitate satisfaction of its claims in respect of covering a loss caused by default by first using collateral in the form of cash. If the used collateral consists of cash, EnExClear shall withhold the amount needed to satisfy its claims in accordance with the above and return any balance as follows:
 - a) in the case of default of a Direct Clearing Member, to the bank account it declared when opening the relevant Own Clearing Account,

- b) in the case of default of a General Clearing Member, to the bank account of the General Clearing Member or of any Participants in the Balancing Market declared for this purpose when the relevant Participant Clearing Accounts were opened.
- 3. The collaterals provided by the defaulted Clearing Member are withheld by EnExClear until the completion of the Final Clearing by the HETS Operator for every reference of period until the day that the default of the Member occurred.

CHAPTER 5. Measures against Clearing Members

PART 1. Types of measures and instances of imposition

5.1 Types of measures

1. EnExClear may take the following measures against Clearing Members:
 - a) Written reprimand.
 - b) Imposition of terms or restrictions with regard to the Clearing Member's participation in the Clearing or Settlement procedures that it conducts.
 - c) Prohibition on a Certified Clearer's participation in the Clearing of Positions.
 - d) Imposition of fines, in addition to the fines for which provision is made in par.4, section 4.3, of between one hundred (100) and one hundred and fifty thousand (150,000) euros, which are hereby agreed to be penalties that are forfeited in the event of culpable non-performance or improper performance or default in respect of the fulfilment of obligations emanating from the provisions hereof. In cases where the management of a Clearing Member's default results in a cash difference in favour of such member, EnExClear shall set off such difference against the fine imposed as above. The imposition of the aforesaid fines shall be without prejudice to any claim of EnExClear for compensation for a loss caused to it by the Clearing Member. It is expressly agreed that the above penalties constitute a sanction imposed also in view of the vital importance of the proper and timely fulfilment of the obligations set forth in the provisions of this Rulebook in order to ensure the orderly functioning of the Greek energy market.
 - e) Suspension of the capacity of Clearing Member for such period as shall be determined in each case by EnExClear, when this is necessitated due to the temporary inability of a Clearing Member to fulfil its obligations, particularly in respect of non-compliance with supervisory requirements. Suspension entails the loss of the Clearing Member's right to participate in Clearing and Settlement for the duration of the suspension period. Imposition of the suspension measure does not discharge the Clearing Member from its obligations towards EnExClear to pay any debt, including but not limited to its obligations to pay annual subscription fees, commissions and other charges imposed by EnExClear on Clearing Members, even if such obligations arise during the period of suspension.
 - f) Deletion of a Clearing Member. Deletion entails the immediate and mandatory loss of the capacity of Clearing Member. Imposition of the deletion measure renders immediately due and payable any and all claims of EnExClear against the Clearing Member, which must immediately, fully and properly fulfil its obligations as instructed by EnExClear. With regard to the return of collateral and contributions of the Clearing Member's share accounts, the provisions of section 2.13 shall be applied as appropriate.
2. The imposition of measures on a Clearing Member under no circumstances relieves it of its liability for any of its acts or omissions vis-à-vis EnExClear.
3. The above measures are imposed according to a methodology which is determined with an Implementing Decision of EnExClear.

5.2 Instances of imposition of measures

EnExClear shall impose the measures stipulated in section 5.1, as appropriate, in the following instances:

1. Breach by a Clearing Member of the provisions of this Rulebook, in particular:
 - a) When a Clearing Member does not fulfil or inadequately fulfils the necessary conditions for acquiring and maintaining the capacity of Clearing Member, such as by way of indication:
 - (i) Lack of the required organisational and operational adequacy of the Clearing Member.
 - (ii) Decrease of the Clearing Member's own funds below the minimum required for acquisition of the aforesaid capacity.
 - (iii) Failure of the Clearing Member's employees who perform Certified Clearer tasks to satisfy the eligibility criteria.
 - (iv) Non-payment or default on payment of the required subscriptions and other fees and debts in general of the Clearing Member to EnExClear.
 - (v) Failure to meet the requirements pertaining to Clearing or Settlement, as the case may be.
 - b) Non-compliance of a Clearing Member with the technical instructions of EnExClear or with the technical specifications set by EnExClear for the use and operation of the systems utilized by the Clearing Member to participate in Clearing or Settlement.
 - c) Unlawful or unauthorized use or misuse of the systems used by a Clearing Member for its participation in Clearing or Settlement.
 - d) Non-compliance of a Clearing Member with the requirements stipulated from time to time by EnExClear with respect to its participation in Clearing or Settlement, such as by way of indication:
 - (i) Failure to provide the required collateral to EnExClear or deposit the necessary contributions to the Default Fund.
 - (ii) Inadequate monitoring of the risks arising from the Positions of the Clearing Accounts maintained by the Clearing Member.
 - (iii) Failure of the Clearing Member to fulfil its obligations or comply with the instructions of EnExClear regarding the management of defaults in the Clearing Accounts it maintains or the late fulfilment of its obligations.
2. Submission by a Clearing Member of false or misleading information to EnExClear, by way of indication in the following cases:
 - a) Upon submission of the application for the acquisition of the capacity of Clearing Member.
 - b) When opening or using any of the Clearing Member's Clearing Accounts in connection with its participation in Clearing or Settlement.
 - c) Upon submission of data, supporting documents or information requested from the Clearing Member by EnExClear from time to time.
3. Failure of a Clearing Member to comply with the announcements, decisions or instructions of EnExClear.

4. Non-fulfilment or improper fulfilment of the obligations of a Clearing Member which arise from any and all contracts signed with EnExClear, including but not limited to the technical contracts and general contracts signed by the Member with EnExClear for the purpose of connecting to the System, as well as any other obligation arising from the commitments undertaken by the Clearing Member towards EnExClear.
5. Acts or omissions of a Clearing Member which harm the reputation and standing of EnExClear or discredit the services provided and the activities exercised by EnExClear.
6. The occurrence of events that affect the operation of a Clearing Member, such as the dissolution of the undertaking or company of the Clearing Member, the initiation of insolvency proceedings, including bankruptcy, compulsory winding up or rehabilitation of the undertaking or company of the Clearing Member, as well as revocation of the Clearing Member's license to operate or provide services.
7. The imposition of sanctions on a Clearing Member by the Competent Authorities which do not relate to its operation as a Clearing Member.
8. The receipt by EnExClear of information from the Competent Authorities, notifying it that measures have been imposed against a Clearing Member in order to protect the market.
9. Serious misconduct by a Clearing Member in respect of its compliance with legal provisions.

PART 2. Procedure for imposition of measures

5.3 Competent bodies

1. The body responsible for the imposition of measures on Clearing Members is the Board of EnExClear or any of its bodies duly authorized for this purpose, which are staffed by personnel of EnExGroup or of the HETS Operator and are subject to the disclosure procedures of representatives of public limited companies for their lawful operation. Before imposing a measure, EnExClear shall invite representatives of the Clearing Member to participate in an oral or written hearing before it, at a time to be specified in its relevant notice to the Clearing Member. The hearing procedure may be omitted if EnExClear deems necessary the immediate imposition of a measure in order to protect the energy market and the interests of participants therein.
2. EnExClear may, in the framework of the procedure for the imposition of measures on a Member:
 - a) ask the Clearing Member to submit all data and information which EnExClear deems necessary in order to examine the matter in question, including the Clearing Member's telephone or data traffic records;
 - b) ask one or more employees, executives, representatives and managers of the Clearing Member to appear in person before it;
 - c) request the immediate cessation of practices or procedures applied by the Clearing Member when participating in Clearing and Settlement.
3. EnExClear may impose measures on a Clearing Member either singly or in combination, as appropriate, taking into account each time all the relevant circumstances.

4. The decision to impose measures on the Clearing Member shall be communicated to the latter and a copy thereof shall be recorded in the Clearing Member's file kept by the competent departments of EnExClear.

5.4 Review of decisions

1. A decision by EnExClear to impose measures on a Clearing Member or an EnExClear decision rejecting an application for the acquisition of the capacity of Clearing Member may be the subject of review by the Board of EnExClear at the request of the Clearing Member, submitted within a period of five (5) days from the communication of the decision to the Clearing Member.
2. Decisions on review requests are communicated to the Clearing Member and a copy thereof is recorded in the Clearing Member's file kept by the competent departments of EnExClear.

5.5 Enforcement of decisions – Lifting of measures

1. If a decision to impose measures on a Clearing Member becomes final and irrevocable, it shall be enforced by the competent bodies of EnExClear. In the event that a fine is imposed on the Clearing Member, the Clearing Member must pay the respective amount within thirty (30) days from the date on which the relevant decision became final and irrevocable.
2. A decision imposing measures becomes final and irrevocable:
 - a) after the lapse of the five-day deadline for the submission of a review request by the Clearing Member, when no such request has been submitted;
 - b) upon communication of EnExClear's decision to the Clearing Member on the request for review of the matter.
3. Measures that have been imposed in accordance with the above provisions are lifted by the competent bodies of section 5.3 when the reason for their imposition is no longer applicable.

5.6 Notification of decisions

Invitations to a hearing or decisions of EnExClear shall be communicated to the Clearing Member by any appropriate means chosen by EnExClear, including electronic, provided EnExClear can readily prove receipt thereof by the Clearing Member.

Part 3. Provision of information

5.7 Professional secrecy

1. EnExClear is obliged to observe professional secrecy with regard to all data, facts and information coming to its knowledge as part of the procedure for imposing measures against a Clearing Member.
2. Without prejudice to provisions in force on secrecy, EnExClear may by way of exception provide such data, facts and information to:
 - a) the Competent Authorities or other authorities which have the right by law to access and inspect the relevant data, facts and information;
 - b) the HETS Operator, and

- c) any other clearing or settlement agency with which EnExClear cooperates, provided such agencies are legally or contractually bound to observe professional secrecy due to their cooperation with EnExClear.

5.8 Notifications

1. EnExClear shall in every case notify the RAE, the HETS Operator and HEnEx regarding:
 - a) the imposition of a measure on a Clearing Member, providing them with all necessary data and information pertaining to the relevant breaches or the reasons for imposing the measure;
 - b) the lifting of a measure, by way of indication when there is no longer any reason to maintain it.
2. EnExClear may disclose by any appropriate means of its choice the imposition of a measure on a Clearing Member and its lifting.

CHAPTER 6. Charges

PART 1. Charges for services provided

6.1. Charges payable to EnExClear

1. For Clearing and Settlement, as such are carried out in accordance with the provisions of this Rulebook, as well as for the provision in any way or by any means to Clearing Members or Participants in the Balancing Market of any services relating to the Clearing and Settlement procedure, whether foreseen by legislation in force, in this Rulebook, or in any contracts entered into with EnExClear, the Clearing Members or Participants in the Balancing Market shall pay to EnExClear any and all charges stipulated by the relevant Implementing Decision of EnExClear.
2. The above charges relate primarily to fees for registration, certification, annual or periodic subscriptions, fees for Clearing and Settlement, charges for connecting to the systems of EnExClear, charges for the use of EnExClear's technical services, software license costs and other charges.
3. The amount and method of calculating the fees payable to EnExClear which are set out by way of indication in the preceding paragraph, as well as the cancellation or imposition of new charges and fees other than those referred to above, shall be determined by virtue of an Implementing Decision of EnExClear. The relevant charges become effective after the lapse of a period of time as specifically determined in the relevant approval decision of RAE, which cannot be less than thirty (30) days from the date of its publication. Especially for the first implementation of the above charges or rights, the relevant charges and rights are valid from the day of publication of the relevant approval decision of RAE.
4. In addition to the above-mentioned charges, further charges may be introduced – by virtue of a decision of EnExClear – for the provision of services relating to training, system access, as well as for the provision by EnExClear of related services to Clearing Members or third parties. These services are not a prerequisite and are not mandatory for the participation of the Clearing Members in the process of Position's Clearing and Settlement.
5. Details concerning procedures for the payment of any and all charges and fees for which provision is made in this section shall be set out in a relevant Decision of EnExClear.
6. EnExClear shall not be obliged to perform the registrations and actions for which provision is made in this Rulebook unless it has received payment for the fees specified in this Rulebook and in its relevant decisions.
7. The above charges, if already paid by Clearing Members, will not be refunded in the event that a Clearing Member loses its respective capacity, either voluntarily or involuntarily for any reason, including merger.
8. EnExClear shall post, in a conspicuous place on its website, the prices and fees relating to the services provided, as well as any changes thereto, separately with respect to each service provided, including any discounts and refunds, along with the terms applicable to the aforesaid price reductions.

PART 2. Charges in favour of third parties

6.2. Withholdings by EnExClear

1. When calculating charges, EnExClear may include charges, fees or dues which arise from Positions and are imposed by third parties, such as the Greek State or other agencies, which are rendered to the above beneficiaries after deduction by EnExClear of its own charges, including the cost of collecting such amounts, which (cost) is charged to the beneficiary in each case.
2. The amount and method of calculating the cost to EnExClear for handling charges in favour of third parties, the procedure for their clearing and settlement, any changes to the above or their abolition, shall be determined by virtue of a Decision of EnExClear.

CHAPTER 7. Rulebook Amendment & Final Provisions

PART 1. Rulebook Amendment

7.1. Amendment procedure

1. This Rulebook may be amended by decision of the Board or other duly authorised bodies of EnExClear, which are staffed by personnel of EnExGroup or of the HETS Operator after the approval of RAE and published in the Government Gazette in accordance with Law 4425/2016. The aforesaid authorisation requires EnExClear's compliance with the disclosure formalities that apply to the representation of public limited companies in accordance with applicable provisions.
3. The new text of the Rulebook, as amended each time, shall be posted in codified form on the website of EnExClear. The aforesaid codified amendments, the terms governing their effect, as well as any other point that facilitates the provision of information to the public shall be indicated in the body of the codified text. This codification is informal in nature and under no circumstances shall it prevail over the texts published as above by the RAE in the Government Gazette.
4. The amendment of the Rulebook is decided following consultation between EnExClear and the HETS Operator, the bodies that represent the Clearing Members and Participants in the Balancing Market.

PART 2. Dispute Resolution

7.2. Dispute resolution

1. Without prejudice to paragraphs 5 and 6 of this section or the provisions of Chapter 5 hereof, in the event of a dispute, EnExClear and the Clearing Member must initially seek an amicable settlement through mutual consultation in accordance with paragraph 2 of this section. For this purpose, the party raising the dispute sends notification to the other party, setting out:
 - a) the reason for the dispute, and
 - b) a proposal for a meeting with the aim of resolving the dispute in an amicable manner.
2. The parties shall meet within twenty (20) business days from the date on which the request was submitted for the meeting and for an effort to reach an amicable settlement of the dispute in good faith and in accordance with sound business practices. The results of the negotiations are set out in a report that is signed by the representatives and are binding on the parties. If no agreement is reached, or if there is no reply within a period of thirty (30) days from the date of the aforesaid notification proposing a meeting, either party may refer the matter for resolution in accordance with paragraph 3 of this section.

If the dispute has not been resolved through the process of amicable settlement of par. 2 within twenty (20) business days from the meeting or within such longer period as may be agreed, the parties may refer the dispute to the RAE either through the complaint procedure pursuant to article 34, Law 4001/2011, or for its resolution through arbitration in accordance with the provisions of article 37, Law 4001/2011 and the Arbitration Rulebook of the RAE, or to another arbitration body chosen by the parties or to the competent courts. For the resolution of any dispute relating to the interpretation or implementation of the Rulebook, Greek law shall apply.

3. Recourse to amicable settlement or arbitration in accordance with this section does not give rise to the suspension of fulfilment of the respective obligations of EnExClear and the Clearing Member in accordance with the Rulebook and applicable legislation.
4. This subsection shall remain in effect also after the loss of capacity of a Clearing Member in respect of disputes that relate to the period during which the Clearing Member still had the said capacity.

PART 3. Final Provisions

7.3. Entry into force

This Rulebook shall be submitted to the RAE for approval in accordance with the provisions of Law 4425/2016 and shall enter into force on the date specified in the relevant approval decision of the RAE.