

Technical Rule no. 11 rev. 01 MLF

(pursuant to article 4 of the Regulations of the Local Flexibility Market, approved by the Regulatory Authority for Energy, Networks and the Environment with resolution 372/2023/R/eel, as subsequently amended and supplemented)

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| Title | INVOICING OF PAYABLES/RECEIVABLES AND SETTLEMENT OF PAYMENTS |
| Reference Legislation | Article 17, paragraph 17.1, Article 70, Article 71, paragraphs 71.1, 71.3, 71.4, and 71.5, Article 73, paragraph 73.1, Article 78, paragraphs 78.1, 78.2 and 78.3, Article 79, paragraphs 79.1 and 79.2, Article 80, Article 81, paragraphs 81.2, 81.3 and 81.4, Article 96, paragraphs 96.1 and 96.2, Article 97, paragraph 97.6 of the Regulations |

Published on 19 March 2024

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1. Foreword

Article 17, paragraph 17.1, of the Local Flexibility Market Regulations (hereinafter referred to as: Regulations) provides that each Market Participant shall request GME to enter the data and information referred to in Article 16, paragraph 16.2, letter f) into the List of Market Participants, according to the terms and conditions indicated in the Technical Rules.

Article 70 and Article 71, paragraphs 71.1, 71.3, and 71.4 of the Regulations provide that the invoicing period of payables and receivables related to the Local Flexibility Market (hereinafter referred to as: MLF), as well as the invoicing process and timings, shall be defined in the Technical Rules.

Article 71, paragraph 71.5 of the Regulations provides that the timings and invoicing terms and conditions of the defaulting Market Participant pursuant to Article 82, paragraph 82.1, letter a) of the Regulations, are defined in the Technical Rules.

Article 73, paragraph 73.1 of the Regulations provides that the terms and conditions for invoicing the access fee and the annual fixed fee shall be defined in the Technical Rules.

Article 78, paragraph 78.1 of the Regulations provides that the settlement period is defined in the Technical Rules.

Article 78, paragraphs 78.2 and 78.3 of the Regulations provides that, for each settlement period, the terms and conditions for determining the net position, debit or credit, of each Market Participant and for notifying offsetting results shall be defined in the Technical Rules.

Article 79, paragraph 79.1 of the Regulations provides that GME's net debtor Market Participants shall settle the payment of the amounts due with GME's Treasury Institute, according to the modalities and within the timings defined in the Technical Rules.

Article 79, paragraph 79.2 of the Regulations provides that the terms and conditions for the settlement of late payments by net debtor Market Participants towards GME are defined in the Technical Rules.

Article 80 of the Regulations provides that the terms and conditions for payment of the fees shall be defined in the Technical Rules.

Article 81, paragraphs 81.2, 81.3, and 81.4 of the Regulations provides that the process and timing of payments by GME in favour of net creditor Market Participants shall be defined in the Technical Rules.

Article 96, paragraph 96.1 of the Regulations provides that the Market Participant may dispute the outcome of the invoicing procedures referred to in Title IV, Chapter II, or the determinations referred to in Title V, Chapter II by sending a communication to GME, under penalty of inadmissibility, according to the terms and conditions defined in the Technical Rules.

Article 96, paragraph 96.2 of the Regulations provides that, upon the occurrence of the case defined in paragraph 96.1, GME shall undertake the actions indicated in the Technical Rules, according to the terms and conditions contained therein. GME pays default interest on the sums owed to the Market Participant as a result of verification of their complaints to the extent indicated by Article 85, paragraph 85.2 of the Regulations.

Article 97, paragraph 97.6 of the Regulations provides that in the event that a complaint, as referred to in Article 96, is accepted, GME shall make the consequent adjustments according to the provisions of the Technical Rules.

2. Notification of bank details

Pursuant to Article 17, paragraph 17.1 of the Regulations, each Market Participant shall request GME to include in the Market Participants' List the bank details referred to in Article 16, paragraph 16.2, letter f) of the Regulations.

This request must be made through a communication, signed by the person with the necessary powers of representation, containing the indication of the bank details.

3. Payment instrument to be adopted by net debtor Market Participants to settle the payables on the MLF

Article 79, paragraph 79.1 of the Regulations provides that, for the purposes of settling the payables on the MLF, net debtor Market Participants shall pay the amount due, via urgent SEPA Credit Transfer or equivalent, to the Treasury Institute within the time limit mentioned in the following paragraph 4.5.1.

Pursuant to the provisions of Article 79, paragraph 79.2 of the Regulations, if the payment of the amount due is not settled with GME's Treasury Institute pursuant to Article 79, paragraph 79.1 of the Regulations, the provisions referred to in the following paragraph 4.5.1 shall apply.

4. Communications, settlement of payments, and invoicing of purchase and sale transactions related to the MLF

4.1 Invoicing period on the MLF

The invoicing period for transactions pertaining to the quantities of capacity actually made available pursuant to Article 66 of the Regulations is the calendar month in which those transactions are financially settled under the following paragraph 4.2.

The invoicing period for transactions pertaining to *i.* offers definitively accepted on the MGP-Flex and MI-Flex under Articles 52 and 64 of the Regulations, respectively, and *ii.* energy transactions without recourse to the MLP-Flex, attributed pursuant to Article 67, paragraph 67.2 of the Regulations, as well as *iii.* non-delivered energy transactions, attributed under Article 68, paragraph 68.2 of the Regulations, is the calendar month in which they are subject to delivery.

4.2 Timing of notifications on the MLF

For each invoicing period, GME shall provide each Market Participant with the following pro-forma invoice notifications on the SetService platform, within the fifth working day of the month following the last day included in the invoicing period:

- a. for each Market Participant qualifying as a debtor towards GME, one or more files called "pro-forma invoice notifications" with the sum of payables relating to all energy offers, with a unit price higher than or equal to zero, accepted on the MGP-Flex and MI-Flex;
- b. for each Market Participant qualifying as a debtor towards GME, one or more files called "pro-forma invoice notifications" with the sum of payables relating to energy purchases, with a unit price higher than or equal to zero, without recourse to the MLP-Flex that GME has attributed to such Market Participant, and to energy purchases not delivered, with a unit price higher than or equal to zero, that GME has attributed to such Market Participant, after receiving from the DSO the data required for invoicing;
- c. for each Market Participant qualifying as a creditor towards GME, one or more files called "pro-forma invoice notifications" with the sum of all receivables pertaining to all energy offers with a unit price higher than or equal to zero, accepted on the MGP-Flex and MI-Flex;
- d. for each Market Participant qualifying as a creditor towards GME, one or more files called "pro-forma invoice notifications" with the sum of all receivables pertaining to energy sales, with a unit price higher than or equal to zero, without recourse to the MLP-Flex, that GME has attributed to such Market Participant, and to energy sales not delivered, with a unit price higher than or equal to zero, that GME has attributed to such Market Participant, after receiving from the DSO the data required for invoicing.

For each invoicing period, after receiving from the DSO the data required for invoicing, GME shall provide each Market Participant with the following pro-forma invoice notifications on the SetService platform, within the fifth working day of the month in which the quantity of capacity actually made available (i.e. availability) is financially settled:

- a. for each Market Participant qualifying as a debtor towards GME, one or more files called "pro-forma invoice notifications" with the sum of payables relating to the quantity of capacity actually made available;

- b. for each Market Participant qualifying as a creditor towards GME, one or more files called "proforma invoice notifications" with the sum of receivables relating to the quantity of capacity actually made available.

4.3 Invoicing timing on the MLF

4.3.1. Time limits for invoices to be issued by GME

For each invoicing period, after issuing the invoice notifications pursuant to the previous paragraph 4.2, GME shall issue the following invoices to each Market Participant qualifying as a debtor towards GME with the sum of payables:

- a. one or more immediate invoices relating to the quantity of capacity actually made available, within the seventh working day of the month in which it is financially settled;
- b. one or more deferred invoices¹ for *i.* purchases with a unit price higher than or equal to zero concluded on the MGP-Flex and MI-Flex, *ii.* energy purchases with a unit price higher than or equal to zero, without recourse to the MLP-Flex, that GME has attributed to such Market Participant, and *iii.* energy purchases not delivered with a unit price higher than or equal to zero that GME has attributed to such Market Participant, within the seventh working day of the month following the last day included in the invoicing period.

If an invoice transmitted through the *Sistema di Interscambio* (SDI) to the Public Administration Market Participant referred to in article 1, paragraph 209 of Law no. 244 of 24 December 2007 (hereinafter: PA Market Participant) is not delivered within the deadline identified in the above-mentioned law and related implementing provisions on electronic invoicing, GME shall use alternative means to provide the PA Market Participant with a proof of invoice transmission with impossibility of delivery, including the invoice.

¹ Pursuant to and for the purposes of article 21, paragraph 4, letter a) of Italian Presidential Decree no.633 of 26 October 1972.

If GME enforces the guarantees as set forth in Article 83, paragraph 83.1, letter b) of the Regulations, the invoicing procedures and time limits indicated in this paragraph shall apply.

4.3.2. Time limits for invoices to be received by GME

For each invoicing period, after issuing the invoice notifications pursuant to the previous paragraph 4.2, GME receives from each creditor Market Participant the following invoices with the sums of receivables:

- a. one or more immediate invoices relating to the quantity of capacity actually made available, within the seventh working day of the same month in which it is financially settled;
- c. one or more deferred invoices² for *i.* sales of energy with a price higher than or equal to zero concluded on the MGP-Flex and MI-Flex, *ii.* energy sales with a unit price higher than or equal to zero, without recourse to the MLP-Flex, that GME has attributed to such Market Participant, and *iii.* energy sales not delivered with a unit price higher than or equal to zero that GME has attributed to such Market Participant, within the seventh working day of the month following the last day included in the invoicing period.

4.4 Offsetting of payables/receivables and notification of balances to be settled on the MLF

Pursuant to Article 78 of the Regulations, GME determines the net debtor or creditor position of each Market Participant on the basis of the offsetting of the invoiced amounts, inclusive of VAT when chargeable, according to paragraphs 4.3.1 and 4.3.2. The period of settlement payables/receivables relating to the MLF is:

² Pursuant to and for the purposes of article 21, paragraph 4, letter a) of Italian Presidential Decree no.633 of 26 October 1972..

- the calendar month coinciding with the invoicing period, for the quantity of capacity actually made available;
- the month following the invoicing period, for transactions relating to energy concluded on the MGP-Flex and MI-Flex, transactions relating to the energy delivered without recourse to the MLP-Flex that GME has attributed, and transactions relating to energy not delivered that GME has attributed.

Within the third working day following the invoicing referred to in the previous paragraph 4.3, GME shall notify to each Market Participant the outcome of the determinations referred to in this paragraph, based on which the payments referred to in the following paragraph 4.5 are made.

This timing also remains valid with reference to PA Market Participants, being compatible with the application of the provisions contained in Law no. 244 of 24 December 2007, and related implementing provisions.

4.5 Terms and conditions for the settlement of payables/receivables on the MLF

4.5.1. Terms and conditions for the settlement of payments by net debtor Market Participants

Market Participants who, as a result of the determinations referred to in the previous paragraph 4.4, are determined to be net debtors towards GME shall pay – from the bank account whose details have been previously communicated to GME for the settlement of payables according to the procedures set out in the previous paragraph 2 – the amount due pursuant to Article 79, paragraph 79.1 of the Regulations, to the Treasury Institute within 12:30 of the fifteenth working day of the month in which the notification referred to in the previous paragraph 4.4 has taken place and with value date on the same day.

Pursuant to Article 79, paragraph 79.2 of the Regulations, net debtor Market Participants failing to pay within the aforementioned deadline shall pay the amount due – from the bank account, whose details have been previously communicated to GME according to the procedures set forth in the previous paragraph 2 – via urgent SEPA Credit Transfer or equivalent within 16:00 of the

third working day following the fifteenth working day of the month in which the notification referred to in the previous paragraph 4.4 has taken place, plus:

- the default interest calculated by applying the legal interest rate to the amount owed to the creditor for the days of late payment and
- the penalty of one per cent.

If the Market Participant intends to settle the payment using a bank account different from the one previously communicated to GME, they shall first send to GME, according to the procedures set out in the previous paragraph 2, a communication indicating the details of the bank account from which they intend to settle the payment.

If the Market Participant fails to make the payment or makes a partial payment, GME shall apply the default procedure referred to in the following paragraph 4.5.2.

The date and time in which payments are credited to GME's bank account are those recorded by the information system of the Treasury Institute.

4.5.2. Terms and conditions of settlement of payments to net creditor Market Participants

GME's payments are made to Market Participants who, as a result of the determinations referred to in the previous paragraph 4.4, are GME's net creditors.

If the invoice referred to in the previous paragraph 4.3.24.3.2 is received by GME within the deadline set therein and the payments pursuant to the previous paragraph 4.5.1 have been received, on the working day following the date indicated in the previous paragraph 4.5.1 and with value date on the same day, GME, pursuant to Article 81, paragraph 81.2, of the Regulations, shall pay to its net creditors, according to the procedures set forth in paragraph 6 below, an amount equal to the ratio of the amount referred to in Article 79, paragraph 79.1 of the Regulations and paid by net debtor Market Participants on the MLF, and the total receivables referred to in

Article 78 paragraph 78.2 of the Regulations claimed by the GME against the net debtor operators of the MLF.

If the payment to GME by the net debtor Market Participants referred to in Article 79, paragraph 79.1 of the Regulations is not received within the deadline identified in the previous paragraph 4.5.1, GME, pursuant to Article 81, paragraph 81.3 of the Regulations, shall pay to its net creditors, according to the rules set out in the following paragraph 6 within the fourth working day following the date indicated in the previous paragraph 4.5.1, an amount equal to the ratio of the amount referred to in Article 79, paragraph 79.2 of the Regulations and paid by net debtor Market Participants on the MLF, and the total receivables referred to in Article 78, paragraph 78.2 of the Regulations that GME has accrued towards net debtor Market Participants on the MLF. GME also settles the default interest calculated by applying the legal interest rate to the amount owed to the creditor for the days of late payment and the penalty, following receipt of the relevant invoice, according to the modalities and within the time limits referred to in the following paragraph 5.6.

If the payment to GME by net debtor Market Participants is not received within 16:00 of the third working day following the time limit indicated in the previous paragraph 4.5.1, pursuant to Article 83, paragraph 83.1, letter b) of the Regulations, GME shall enforce the guarantees referred to in Article 75, paragraph 75.1 of the Regulations within the following working day, and it shall pay the remaining net payables *pro rata*, based on the amount cashed from the enforcement of the guarantees, within 5 working days of cashing the same amount. If the amount collected from the enforcement of the guarantees is not sufficient to cover the debt of the defaulting Market Participant, the Market Participants' receivables from GME are proportionally reduced by an amount equal to the amount of the unpaid debt. In this case, creditor Market Participants cannot claim any right or make any claim against GME for the unsatisfied part of their receivables. Pursuant to Article 83, paragraph 83.3 of the Regulations, any sums recovered as a result of ordinary legal actions undertaken by GME are paid *pro rata* to creditor Market Participants in relation to the same invoicing period for which they were undertaken.

The date and time in which payments are credited to GME's bank account are those recorded by the information system of the Treasury Institute.

5. Notifications, invoicing and payment of fees, penalties, and default interest

5.1 Invoicing period of variable fees, penalties, and default interest

The invoicing periods for the variable fees are: the January-March quarter, the April-June quarter, the July-September quarter, and the October-December quarter.

The invoicing period for penalties and default interest is the calendar month.

5.2 Invoicing timing of variable fees on the MLF

5.2.1. Notifications

For each invoicing period, within the fourth working day of the month following the last day included in the invoicing period, GME makes available to each Market Participant one or more files called "pro-forma invoice notifications" with the sum of the fees due for:

- a) the capacity traded on the MLT-Flex;
- b) purchase and sale the energy transactions concluded on the MGP-Flex and MI-Flex, the energy deliveries without recourse to the MLP-Flex that GME has attributed, and the transactions of energy not delivered that GME has attributed.

5.2.2. Invoicing

For each invoicing period, within the sixth working day of the month following the last day included in the invoicing period, GME shall make available to each Market Participant one or more invoices with the sum of the fees due referred to in the previous paragraph 5.2.1.

In case of an invoice issued by GME to a PA Market Participant, if the sending of the invoice by the SDI to the PA Market Participant is not successful, in compliance with the timing identified in Law no. 244 of 24 December 2007 and related implementing provisions on electronic invoicing, GME shall forward to the PA Market Participant, through channels alternative to the SDI, the certificate of successful transmission of the invoice with impossibility of delivery, containing the invoice.

5.3 Invoicing timing of the other fees on the MLF

GME shall issue an invoice to each Market Participant for:

- the access fee within five days following the date of the admission decision referred to in Article 14, paragraph 14.4, of the Regulations, increased by VAT when chargeable;
- the fixed annual fee for the first twelve months, increased by VAT when chargeable, within the third working day of the month following the date of the admission decision referred to in Article 14, paragraph 14.4 of the Regulations, and subsequently every twelve months.

In the case of an invoice issued by GME to a PA Market Participant, if the sending of the invoice by the SDI to the PA Market Participant is not successful, in compliance with the timing identified in Law no. 244 of 24 December 2007 and related implementing provisions on electronic invoicing, GME shall forward to the same PA Participant, through channels alternative to the SDI, the certificate of successful transmission of the invoice with impossibility of delivery, containing the invoice.

5.4 Timing of invoicing of the penalties and default interest referred to in the previous paragraph 4.5.2

5.4.1. Notifications

For each invoicing period, within the fourth working day of the month following the last day included in the invoicing period, GME shall provide each creditor Market Participant with one or more files called "proforma invoice notifications" with the sum of all receivables relating to penalties and default interest, according to the previous paragraph 4.5.2.

5.4.2. Invoicing

For each invoicing period, within the sixth working day of the month following the last day included in the invoicing period, GME shall receive one or more invoices from net creditor Market

Participants with the amounts of penalties and default interest, pursuant to the previous paragraph 4.5.2, due within the invoicing period.

5.5 Timing for payment of fees

Each Market Participant shall pay the amounts due pursuant to Article 80, paragraph 80.1 of the Regulations within the following time limits:

- the sixteenth working day of the month in which GME has issued the relevant invoice and with value date on the same day, for the fees referred to in Article 71, paragraph 71.1, letter c) of the Regulations, as well as in Article 7, paragraph 7.1, letter c) of the Regulations;
- thirty calendar days from the invoice issue date and with value date on the same day, for the access fee referred to in Article 73, paragraph 73.1, as well as in Article 7, paragraph 7.1, letter a) of the Regulations;
- the last working day of the month in which the invoice has been issued and with value date on the same day, for the fixed annual fee referred to in Article 73, paragraph 73.1, as well as in Article 7, paragraph 7.1, letter b) of the Regulations.

A copy of the document stating the payment must be sent to GME within the same deadlines.

In the case of an invoice issued by GME to a PA Market Participant, if the sending of the invoice by the SDI to the PA Market Participant is not successful, in compliance with the timing identified in Law no. 244 of 24 December 2007 and related implementing provisions on electronic invoicing, GME shall forward to the same PA Market Participant, through channels alternative to the SDI, the certificate of successful transmission of the invoice with impossibility of delivery, containing the invoice.

The date and time in which payments are credited to GME's bank account are those recorded by the information system of the Treasury Institute.

5.6 Timing for settlement of the penalties and default interest referred to in the previous paragraphs 4.5.2 and 5.4.2

GME's payments to net creditor Market Participants for the penalties and default interest referred to in the previous paragraphs 4.5.2 and 5.4.2 are settled within the fifth working day, with value date on the same day, following receipt of the related invoice by GME.

6. Common provisions

6.1 Payments

All payments referred to in paragraph 4.5.2, are settled by GME in favour of net creditor Market Participants through SEPA Credit Transfer with Priority or equivalent procedures using the bank details, previously communicated to GME, pursuant to the provisions of the previous paragraph 2.

The payments referred to in paragraph 5.5 from Market Participants to GME are made by SEPA Credit Transfer with Priority or equivalent procedures from the bank account whose details have been previously communicated to GME according to the procedures set forth in the previous paragraph 2.

The payments referred to in paragraph 5.6 from GME to net creditor Market Participants are made through urgent SEPA Credit Transfer or equivalent procedures using the bank details previously communicated to GME according to the procedures set out in the previous paragraph 2.

If the payment deadlines fall on a non-working day, the Market Participants' payments to GME shall be made within the first following working day.

The date and time in which payments are credited to GME's bank account are those recorded by the information system of the Treasury Institute.

The IBAN code identifying the bank account to which Market Participants shall make payments is available on GME's website (www.mercatoelettrico.org).

6.2 Notification and invoice formats and ways of transmission

Proforma invoice notifications are made available to Market Participants on the "SetService" IT platform, according to the methodology described in the specific "SetService User Manual" published on GME's website.

GME's receivable invoices are made available on the "SetService" IT platform and are transmitted, exclusively under the terms and conditions provided for by the legislation in force from time to time on electronic invoicing and by the related implementing provisions, to Market Participants through the SDI.

Market Participants, having downloaded their proforma invoice notifications from the "SetService" IT platform, shall provide their own invoices on the "SetService" IT platform, by including in such invoices only the necessary details, according to the procedure described in the SetService User Manual.

Upon the occurrence of the conditions envisaged by the legislation in force from time to time on electronic invoicing and by the related implementing provisions, Market Participants, having downloaded their proforma invoice notifications from the "SetService" IT platform, shall send their invoices, integrated only with the necessary details, to GME via the SDI, according to the process described in the SetService User Manual.

7. Error corrections

7.1 Correction of errors related to invoicing and settlement on the MLF

Pursuant to Article 96, paragraph 96.1 of the Regulations, Market Participants may dispute the results of the communications relating to the net position to be settled referred to in the previous paragraph 4.4 by sending a communication to GME within 17:00 of the working day following the one on which such determinations have been made public.

Within the second working day following that of receipt of the complaint, GME carries out the checks pursuant to Article 96, paragraph 96.2, of the Regulations, making the corresponding

increases or decreases in the amounts and issuing a new determination, or supplementing the one previously issued, if the above checks have had a positive outcome.

Pursuant to Article 96, paragraph 96., of the Regulations, the Market Participant may dispute the outcome of the notifications and invoicing operations referred to in the previous paragraphs 4.2, 4.3.1, Article 96, paragraph 96.1, and 5.2.2 by sending a communication to GME by 16:00 on the second working day following that of issuing the invoice or of sending the notifications referred to in Article 71, paragraph 71.1, of the Regulations.

Within the second working day following that of receipt of the complaint, GME carries out its verifications and, if they have a positive outcome, it shall make the corresponding increases or decreases in the disputed amounts.

If the accepted complaint relates to an invoice issued by GME pursuant to the previous paragraphs 4.3.1 and 5.2.2, GME shall issue a new notice or integrate the previously issued, pursuant to Article 97, paragraph 97.6 of the Regulations.

If the positive outcome of the verification of the complaint concerns a notification sent by GME to the Market Participant pursuant to the previous paragraphs 4.2 and 5.2.1, GME shall, pursuant to Article 97, paragraph 97.6 of the Regulations, issue a new notification, or supplement the one previously issued.

If the Market Participant issues an invoice to GME whose taxable amount or VAT amount does not correspond to those indicated in the relevant notification sent by GME pursuant to the previous paragraphs 4.2 and 5.4.1, the Market Participant is required to issue a notice of variation to complement or reverse the amounts incorrectly reported in the invoice.

The notice of variation and notifications referred to in this paragraph shall be issued and made available according to the procedures described in the previous paragraph 6.2 and in the SetService User Manual, published on GME's website (www.mercatoelettrico.org).