

part of eex group



Application for
approval as a
Trading Participant
in EEX Natural Gas
Spot Contracts and /
or EEX Natural Gas
Futures
(3rd party balance
area agreement)

Required in single copy

01.04.2022

Leipzig

TP_EEX_05b

Release 024A

- only required as scan -

Preliminary remark

With this form you are applying for approval as a Trading Participant in EEX Natural Gas Spot Contracts and/or EEX Natural Gas Futures at European Commodity Clearing AG (ECC) in accordance with the Clearing Conditions of ECC.

The physical settlement of EEX Natural Gas Products will be effected by European Commodity Clearing Luxembourg (ECC Lux), a subsidiary of ECC. Both ECC and ECC Lux will be referred to in this form as ECC.

Approval as a Trading Participant requires

- (a) participation in clearing as a Clearing Member or Non-Clearing Member for the market, where the respective product is being traded,
- (b) admission as an exchange participant at the market or a comparable status and by ECC as equivalent acknowledged access to the market, where the respective product is being traded,
- (c) proof of the capability for physical settlement by a signed balance area agreement at the virtual trading point of
 - GRTgaz
 - Gas Transport Services B.V.
 - Trading Hub Europe (THE)
 - National Grid plc
 - Snam Rete Gas S.p.A and/or at the virtual point and local point of FluxysSA
 - Energinet.dk (ETF)
 - the market area of OTE, a.s. (OTE), by a signed hub agreement ("CEGH Agreement") with the Central European Gas Hub AG (CEGH) or
 - ENAGAS GTS (PVB).
- (d) the declaration of consent of the nominated 3rd Party, to be used for physical settlement.

Approval involves the following steps:

1. Please fill in the application form for approval as a Trading Participant. All involved parties (you, the nominated 3rd party and your Clearing Member) shall sign the application form in a legally binding manner.
2. Send the application in scanned version to the following E-Mail address:

MemberReadiness@ecc.de
Phone: +49 341 24680 261

3. ECC shall decide on the application regarding approval as a Trading Participant and it shall inform the applicant and the European Energy Exchange thereof.

Application

We hereby apply for approval as a Trading Participant in the following EEX Natural Gas products according to the Clearing Conditions of ECC:

(Please only select the **new/additional** products you are applying for)

SPOT:		
<input type="checkbox"/> EEX CEGH Natural Gas Spot Contracts	<input type="checkbox"/> EEX CZ VTP Natural Gas Spot Contracts	
<input type="checkbox"/> EEX ETF Natural Gas Spot Contracts	<input type="checkbox"/> EEX ZTP Natural Gas Spot Contracts	
<input type="checkbox"/> EEX PEG Natural Gas Spot Contracts ¹	<input type="checkbox"/> EEX ZTP-L Natural Gas Spot Contracts	
<input type="checkbox"/> EEX THE (Global) Natural Gas Spot Contracts	<input type="checkbox"/> EEX NBP Natural Gas Spot Contracts	
<input type="checkbox"/> EEX THE-H Natural Gas Spot Contracts	<input type="checkbox"/> EEX TTF Natural Gas Spot Contracts	
<input type="checkbox"/> EEX THE-L Natural Gas Spot Contracts	<input type="checkbox"/> EEX ZEE Natural Gas Spot Contracts	
	<input type="checkbox"/> EEX PVB Natural Gas Spot Contracts	
FUTURES:		
<input type="checkbox"/> Regulated Market <u>only</u>	<input type="checkbox"/> OTF <u>only</u>	<input type="checkbox"/> Regulated Market <u>and</u> OTF
<input type="checkbox"/> EEX CEGH Natural Gas Futures	<input type="checkbox"/> EEX CZ VTP Natural Gas Futures ²	
<input type="checkbox"/> EEX ETF Natural Gas Futures	<input type="checkbox"/> EEX ZTP Natural Gas Futures	
<input type="checkbox"/> EEX PEG Natural Gas Futures	<input type="checkbox"/> EEX PSV Natural Gas Futures	
<input type="checkbox"/> EEX THE (Global) Natural Gas Futures	<input type="checkbox"/> EEX NBP Natural Gas Futures	
<input type="checkbox"/> EEX ZEE Natural Gas Futures	<input type="checkbox"/> EEX TTF Natural Gas Futures	<input type="checkbox"/> TTF Options ³
<input type="checkbox"/> EEX PVB Natural Gas Futures ²		

The legal basis for approval as a Trading Participant is established in

- this application,
- the Clearing Conditions of ECC,
- the Clearing Agreement (Clearing Member) or NCM Agreement (Non-Clearing Member) and
- the price list of ECC.

By signing this application we confirm that we are familiar with the above mentioned rules and regulations and that we acknowledge and observe these. The respective current version of said documents can be downloaded from the ECC website at www.ecc.de.

Setup	Change of Nomination Code*
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* A Change of nomination code will not be possible on Mondays, Fridays, during the weekend and on German bank holidays. ECC shall receive the application regarding the change of nomination code (TP_EEX_05a/b) in soft version **10 working days** prior to the envisaged date of change in order to ensure the proper setup in the systems. Please insert the respective new code on the following page(s).

1 LPEG/CPEG will only be automatically set up if a respective contract with GRTgaz for the locational products exists

2 Only available on the Regulated Market (**no** OTF Admission!)

3 Options only available on the Regulated Market (**no** OTF Admission!); Solely STP Trading for Options (pls. fill in respective **T08** Form)

Applicant

Member-ID: *

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="E"/>	<input type="text" value="X"/>
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* Need to get filled only in case you are already Member at ECC. NEW members may leave it blank.

Name of the Company and Company Register

Name of the Company according to excerpt from company register

Legal status

Tax number

Sales tax identification number

Emergency Contact / Nominations / 24/7

Contact person

Contact person (LSO* for NBP)

Telephone number

Fax

E-mail

*Local Security Officer

Proof of capability for physical settlement

The balance area agreement with the respective Market Area Manager of a 3rd Party nominated by us shall be used for physical settlement of our transactions in EEX Natural Gas Spot Contracts and/or EEX Natural Gas Futures. The nominated 3rd Party will declare its consent:

Information regarding the balance area agreement						
Owner of the balance area agreement nominated by us	Name					
	Address					
	Contact person					
	Telephone number					
Balance area			Delivery account (e.g. Shipper Code)			
CEGH						
ETF						
PEG						
- LPEG/CPEG (if different) ³						
THE	quality-overlapping Gas (Global)					
	quality-specific H-Gas ⁴					
	quality-specific L-Gas ⁴					
PSV						
TTF						
ZTP						
ZTPL (quality-specific L-Gas)						
ZEE						
PVB						
OTE						
NBP			BA Code:			
			Your Service ID Entry:		Your Service ID Exit:	
			Activity Number Entry:		Activity Number Exit:	

³ For locational products of European Energy Exchange the respective shipper codes for PEG can be used (an additional shipper code is not mandatory). The locational products and congestion management products of European Energy Exchange will be setup automatically on ECC side if a respective contract with GRTgaz for the locational product exists.

⁴ For locational products of European Energy Exchange the respective shipper code for quality-specific H- or L-Gas can be used (an additional shipper code is not mandatory). The local products of European Energy Exchange are going to be setup automatically on ECC side.

Local products for H-Gas would be: THE North H, THE North H Cluster, THE South H, THE South H Cluster, THE North H VIP BE, THE North H VIP NL, THE South H VIP BE, THE South H VIP NL.

Local products for L-Gas would be: THE L East, THE L North, THE L West, THE South L, THE North L.

The use of the balance area agreements mentioned above for the physical settlement of our transactions in EEX Natural Gas Spot Contracts and/or EEX Natural Gas Futures shall take effect:

☒ as of the next delivery date

☐ as of delivery date _____

The applicant may terminate the use of this balance area agreement at the end of a calendar month with a notice period of 5 business days.

VAT Details

VAT details are only required if a classification for the purpose of VAT treatment hasn't taken place previously or this classification is not relevant for deliveries of natural gas at the respective virtual trading point. We have attached the form TP07 "VAT Details" with this application if applicable.

General declarations

1. We hereby assure that we will acknowledge and observe the rules and regulations of ECC (in particular the Clearing Conditions) and the rules and regulations of European Energy Exchange in their respectively valid version.
2. If the respective Market Area Manager rejects ECC's nomination for the physical settlement of our transactions in EEX Natural Gas Spot Contracts and/or EEX Natural Gas Futures according to the Market Area Manager's terms and conditions, because the nominated 3rd Party failed to provide the capability for physical settlement, we will hold ECC harmless from any damages caused by this rejection. We will undertake appropriate actions to solve the cause of the rejection, immediately after being informed – e.g. by entering into close out transactions.
3. For Futures and Spot Market Transactions with delivery in the Spanish Gas Transmission System ECC may be requested by Enagas under reference to the Spanish gas market regulation (Articles 24 and 25 of the Circular de Balance 2/2020 of 9 January 2020 of the Spanish regulatory authority, "Circular") to withhold financial settlement payments towards its Trading Participants or to forward such payments to Enagas. ECC will act in compliance with such request by Enagas in respect of each Trading Participant using a BRP contract in the PVB area for physical settlement purposes even if such Trading Participant is using a 3rd party balancing agreement without prior verification of the justification of such Enagas request. In order to continue trading products with delivery in the Spanish Gas Transmission System we therefore hereby consent to the withholding of financial settlement payments for sell transactions in respect of so-called economic amounts (cantidades económicas) by ECC based on the Circular. Financial settlement will be included in the next spot payment booking cut with payment on the Business Day following the respective authorisation of such payment by the Spanish TSO (Enagas). If Enagas requests ECC to pay out the economic amounts to Enagas we consent to ECC complying with this request. We also consent to such payment being considered as a payment in fulfilment of ECC's payment obligations towards us.
4. We assure that we will inform ECC immediately with regard to the loss of the proof of the capability for physical settlement. This shall apply especially in case of the loss of our balance area agreement of the nominated 3rd Party or the revocation of its consent to use its balance area agreement for physical settlement of our transactions in EEX Natural Gas Spot Contracts and/or EEX Natural Gas Futures, or a missing sufficient bank guaranty.
5. We hereby declare our consent for the forwarding of information by ECC regarding physical delivery to European Energy Exchange and the respective Market Area Manager.
6. We hereby authorise the Market Area Manager to inform ECC with regard to our balance area agreement and about the status of our nominations and deliveries.
7. We hereby assure that we will provide the name of the 3rd party and any other relevant data required by our Clearing Member to perform a risk assessment of the respective 3rd party to our Clearing Member.

Special declarations for EEX- products ECC is recognized with a single side nomination principle

1. We grant ECC the irrevocable and exclusive authority to perform single sided and binding nominations to the respective Market Area Manager for the purpose of physical settlement of our transactions in markets ECC is recognized with a single side nomination principle.
2. We or the third party don't need to nominate deliveries for the physical settlement of our transactions in EEX Natural Gas Spot Contracts and/or EEX Natural Gas Futures to the respective Market Area Manager by ourselves. If we or the third party yet nominate these transactions, ECC shall in no way be liable for the consequences thereof. We will hold ECC harmless from any damages and expenses incurred as a result of legal action brought on these grounds.

Special declarations without a single side nomination principle for ECC

We ensure to undertake the nominations of deliveries for the physical settlement of our transactions in markets without single side Nomination for ECC ourselves to the respective Market Area Manager within 30 minutes (performance of respective counter-nomination). We will cooperate to establish a successful nomination matching. If we should refrain from nominating or send incorrect nominations, ECC shall in no way be liable for the consequences thereof. We will hold ECC harmless from any damages and expenses incurred as a result of legal action brought on these grounds.

Standard nomination procedure and declarations for CEGH Czech Gas Spot / Futures

Trading Participants must send nominations to OTE for the purpose of physical settlement of transactions in CEGH Czech Gas Spot / Futures („Standard Nomination Procedure“).

Under the Standard Nomination Procedure

- a. we recognise that in the case of mismatches between our nominations forwarded to OTE and the nominations of ECC, ECCs nominations will prevail and that we will take all measures required, in particular re-nominations, in order to achieve a matching of our nomination with the binding values nominated by ECC. Any costs relating to imbalances between the nomination of ECC and our nominations shall be borne by us.
- b. If OTE rejects our nomination due to our failure to provide proof of our capability for physical settlement or due to insufficient financial securities according to OTE's terms and conditions, we will hold ECC harmless from any damages caused by this rejection. We will undertake appropriate actions to solve the cause of the rejection immediately, e.g. by entering into respective close out transactions.

To avoid operational risks from potential mismatches between ECCs nominations and those of the Trading Participants it is envisaged to set up a single sided nomination procedure for the purpose of physical settlement of the transactions in CEGH Czech Gas Spot / Futures whereby ECC shall have the right to send nominations to OTE for both parties. ECC will inform the Trading Participants in writing at least four (4) weeks before a changeover to such single sided nomination procedure occurs.

Special nomination procedure and Declarations for delivery positions resulting from PSV Natural Gas Contracts

1. We are aware of the fact that nominations at the virtual trading point (PSV) on the part of ECC will be carried out via the Gestore dei Mercati Energetici S.p.A. (GME) as nomination agent according to Regulation No. 282/2015 of the Autorità per l'energia elettrica il gas e il sistema idrico (AEEGSI) from 12 June 2015. Thereby, GME will register positions that are reported to it by ECC on behalf and for account of ECC Lux and the trading participants concerned, respectively.
2. The declarations regarding the single sided nomination issued above, apply accordingly provided that the nomination data referring to us is sent to GME by ECC in order it is registered at the PSV by GME.
3. The delivery of natural gas from PSV Natural Gas Contracts is effected by submitting a nomination file in accordance with the requirements of GME, which comprises the underlying delivery transaction as agreed as well as GME's binding acknowledgment of receipt of the nomination file. Any liability of ECC or ECC Lux in the event that GME does not perform the nomination wilfully or negligently shall be excluded.
4. The provisions of the Clearing Conditions regarding liability as amended from time to time shall apply.
5. ECC shall have the right to communicate future changes to this nomination process by formal information within a prior notice of 10 ECC Business Days. We declare that we agree with this approach and will obey any standards regarding the nominations process for PSV natural gas contracts as communicated by ECC within this form or in later information.

PRIVACY NOTICE

The undersigned assures that he has fully informed the contact persons named in connection with the contract, the stock exchange membership relationship or other legal relationships about the transfer of their personal data and that he has brought to their attention the PRIVACY NOTICE which can be found on our company websites.

On behalf of the Trading Participant:

Place	Date	Company stamp and legally binding signature(s) Signature(s): Name(s):
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Declarations by the nominated 3rd party

General Declarations

1. We give our consent, that our balance area agreement will be used for the physical settlement of the Trading Participant's transactions in EEX Natural Gas Spot Contracts and/or EEX Natural Gas Futures, in accordance with the Clearing Conditions of ECC and the rules and regulations of European Energy Exchange we may revoke this consent at the end of a calendar month with a notice period of 7 business days.
2. If the respective Market Area Manager rejects ECC's nominations for the physical settlement of the Trading Participant's transactions in EEX Natural Gas Spot Contracts and/or EEX Natural Gas Futures, because we failed to provide the capability for physical settlement according to the Market Area Manager's terms and conditions, we will undertake appropriate actions to solve the cause of the rejection immediately after being informed.
3. We assure that we will inform ECC immediately with regard to the loss of the proof of the capability for physical settlement. This shall apply especially in the case of the loss of our balance area agreement with the respective Market Area Manager.
4. We hereby declare our consent for the forwarding of information by ECC regarding physical delivery to European Energy Exchange and the respective Market Area Manager.
5. We hereby authorise the Market Area Manager to inform ECC with regard to our balance area agreement and about the status of our nominations and deliveries.
6. We hereby authorise the Trading Participant to provide the name of our company and any other relevant data required by the Clearing Member of the Trading Participant necessary to perform a risk assessment in respect of the Trading Participants usage of our designated balance area agreement to its Clearing Member.

PRIVACY NOTICE

The undersigned assures that he has fully informed the contact persons named in connection with the contract, the exchange membership relationship or other legal relationships about the transfer of their personal data and that he has brought to their attention the PRIVACY NOTICE which can be found on our company websites.

On behalf of the nominated 3rd Party:

Place	Date	Company stamp and legally binding signature(s) Signature(s): Name(s):
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Declarations by the Clearing Member of the Applicant using designated balance area agreement(s) (3rd party)

We acknowledge, that our Non-Clearing Member will use a balance area agreement of a 3rd party for the physical settlement of its transactions in EEX Natural Gas Spot Contracts and/or EEX Natural Gas Futures, in accordance with the Clearing Conditions of ECC and the rules and regulations of EEX AG. We may revoke this consent at the end of a calendar month with a notice period of 7 business days. Our Non-Clearing Member is obliged to provide us with the name and any other relevant data required by use to perform a risk assessment of the respective 3rd party, which the 3rd party has consented to.

PRIVACY NOTICE

The undersigned assures that he has fully informed the contact persons named in connection with the contract, the exchange membership relationship or other legal relationships about the transfer of their personal data and that he has brought to their attention the PRIVACY NOTICE which can be found on our company websites.

On behalf of the Clearing Member:

Place	Date	Company stamp and legally binding signature(s) Signature(s): Name(s):
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