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ecc

Application for approval as a Trading Participant at EPEX SPOT SE for trading in Nordic Power Spot Contracts (3rd party Balance Area Agreement)

- only required as scan -

Required in single

04.04.2022
Leipzig

TP_EPEX Nordic_02b
Release 006A

Preliminary remark

With this form you are applying for approval as a Trading Participant at European Commodity Clearing AG ("ECC") for trading in Nordic Power Spot Contracts (contracts at the Day-Ahead and Intra-Day Markets) at EPEX SPOT SE in accordance with the Clearing Conditions of ECC.

The physical settlement of EPEX SPOT SE Power Spot Contracts will be effected by European Commodity Clearing Luxembourg S.à r.l. (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, Non-Clearing Member or DCP Clearing Member for the market, where the respective product is being traded,

(b) admission as an exchange participant at the market or a comparable access to the market (acknowledged by ECC as equivalent) where the respective product is offered for trading.

(c) proof of the capability for physical settlement at the respective transmission grid by holding an own balance area agreement with the Nordic Transmission System Operators Statnett and/or Svenska Kraftnät and/or Fingrid and/or Energinet.dk and with eSett as responsible party for the imbalance settlement and invoicing - within the respective market areas:
* Norway (Statnett) - NO1 / NO2 / NO3 / NO4 / NO5
* Sweden (Svenska Kraftnät) - SE1 / SE2 / SE3 / SE4
* Finland (Fingrid) – FIN
* Denmark (Energinet.dk) – DK1 / DK2

(d) the declaration of consent of the owner of the designated balance area agreement respectively, to be used for physical settlement.

Approval involves the following steps:

1. Please fill in the application form for approval as a Trading Participant and BRP. All involved parties (you, the nominated 3rd Party and your Clearing Member) shall sign the application form in a legally binding manner.

2. Send this 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 inform the applicant and EPEX SPOT SE thereof.

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Application

We hereby apply for approval as a Trading Participant in EPEX SPOT SE Nordic Spot Contracts according to the Clearing Conditions of ECC.

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

- this application,
- the Clearing Conditions of ECC as amended from time to time,
- the Clearing Agreement (Clearing Member) or NCM Agreement (Non-Clearing Member), the Settlement Bank Agreement or any other agreement between the DCP Clearing Member and the Settlement Bank regarding keeping of a Settlement Account and
- the price list of ECC amended from time to time.

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.

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Applicant (Retailer)

Member-ID: *				
			E	X

* Need to get filled only in case you are already Member at ECC. NEW members can leave it blank.

Information regarding the designated Trading Participant (Retailer)	
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
Name or department
Telephone number
Fax
E-mail

The use of the following mentioned balance area agreements for the physical settlement of our transactions in EPEX SPOT SE Nordic Power Contracts shall take effect:

☒ as of the next delivery date

☐ possible as of delivery date _____

☒ **Setup**	☐ **Change of Nomination Code**[1]

[1] 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_EPEX_02a/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.

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Proof of capability for physical settlement (3rd Party RE)

For Nordic Power Spot Contracts

The designated balance area agreement of a 3rd Party shall be used for physical settlement of our transactions in EPEX SPOT SE Nordic Power Spot Contracts.

The owner of the designated balance area agreements (**3rd Party Retailer**) will declare its consent:

Information regarding the designated balance area agreement – Retailer (RE)	
Owner of the designated balance area agreement(s) – **Retailer (RE)**	Name
	Address
	Contact person
	Telephone number

In case of already existing control areas please only mark the **additional ones** with a cross:

Day-Ahead and Intra-Day Market (auction trading):

Retailer (RE) Party (3rd Party) - Information regarding the balance area agreement					
Control areas[2]	Delivery account (e.g. EAN Code)				
☐ Finland - Fingrid	FIN:				
☐ Denmark – Energinet.dk	DK1:		DK2:		
☐ Sweden - Svenska Kraftnät	SE1:	SE2:	SE3:	SE4:	
☐ Norway - Statnett	NO1:	NO2:	NO3:	NO4:	NO5:
	Norwegian VAT number:				

2 Multiple control areas and Delivery Accounts can be selected.

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Intra-Day Market (continuous trading):

Retailer (RE) Party (3rd Party) - Information regarding the balance area agreement					
Control areas[2]	Delivery account (e.g. EAN Code)				
☐ Finland - Fingrid	FIN:				
☐ Denmark – Energinet.dk	DK1:		DK2:		
☐ Sweden - Svenska Kraftnät	SE1:	SE2:	SE3:	SE4:	
☐ Norway - Statnett	NO1:	NO2:	NO3:	NO4:	NO5:
	Norwegian VAT number:				

Proof of capability for physical settlement (3rd Party BRP)

For Nordic Power Spot Contracts

The designated balance area agreement of a 3rd Party shall be used for physical settlement of our transactions in EPEX SPOT SE Nordic Power Spot Contracts.

In case the Balance Responsible Party (**3rd Party BRP**) is a different company than the 3rd Party Retailer (RE), please fill in the information required in the table below:

Information regarding the designated balance area agreement – Balance Responsible Party (BRP)	
Owner of the designated balance area agreement(s) – **BRP**	Name
	Address
	Contact person
	Telephone number

2 Multiple control areas and Delivery Accounts can be selected.

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In case of already existing control areas please only mark the **additional ones** with a cross:

Day-Ahead and Intra-Day Market (auction trading):

BRP Party (3rd Party) - Information regarding the balance area agreement					
Control areas[3]	Delivery account (e.g. EAN Code)				
☐ Finland - Fingrid	FIN:				
☐ Denmark – Energinet.dk	DK1:		DK2:		
☐ Sweden - Svenska Kraftnät	SE1:	SE2:	SE3:	SE4:	
☐ Norway - Statnett	NO1:	NO2:	NO3:	NO4:	NO5:
	Norwegian VAT number:				

Intra-Day Market (continuous trading):

BRP Party (3rd Party) - Information regarding the balance area agreement					
Control areas[3]	Delivery account (e.g. EAN Code)				
☐ Finland - Fingrid	FIN:				
☐ Denmark – Energinet.dk	DK1:		DK2:		
☐ Sweden - Svenska Kraftnät	SE1:	SE2:	SE3:	SE4:	
☐ Norway - Statnett	NO1:	NO2:	NO3:	NO4:	NO5:
	Norwegian VAT number:				

3 Multiple control areas and Delivery Accounts can be selected.

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VAT Details

VAT details are only required if a classification for the purpose of VAT treatment has not taken place previously or these classifications are not relevant for deliveries of electricity at the respective transmission grid. We have attached the form TP07 “VAT Details” with this application if applicable.

VAT Registration in Norway

Norwegian VAT will apply for deliveries of power in Norway. Therefore a respective registration in Norway is required. Please attach a proof of this registration.

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 EPEX SPOT SE in their respectively valid versions.

2. We recognize that in the case of mismatches between schedules nominated to eSett as responsible party for imbalance settlement and invoicing of the Balance Responsible Parties in the Nordic market areas, the schedules nominated by ECC are binding and that we will take all measures required, in particular the correction of our schedules, in order to match the schedules nominated by us with the binding schedules nominated by ECC. Any imbalances between the binding schedules nominated by ECC and the amount of electricity actually injected or withdrawn shall be borne by us.

3. If eSett rejects the schedules nominated by ECC for the physical settlement of our transactions in EPEX SPOT SE Nordic Power Spot Contracts because we failed to provide the capability for physical settlement according to its terms and conditions (Commerical Code), 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.

4. We assure that we will inform ECC immediately with regard to the loss of the proof of the capability for physical settlement of the BRP and/or the Retailer. This shall apply especially in the case of a suspension or termination of the balance area agreement used by us or in case of insufficient collaterals provided to the respective transmission system operator and/or eSett.

5. If a Nordic TSO decides to modify the topology in its market areas as per the applicable procedures, ECC will perform the necessary amendments to the information provided in this TP Form accordingly and inform all effected Trading Participants by way of a Clearing Circular without undue delay.

6. We hereby declare our consent to the forwarding of information by ECC regarding physical delivery to EPEX SPOT SE and to the affected transmission system operators and to eSett, respectively.

7. We hereby authorize the affected transmission system operators and eSett to inform ECC with regard to the designated balance area agreement (BRP & Retailer) as well as about the status of our nominated schedules and deliveries.

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8. We hereby assure that we will provide the name of the 3rd party and any other relevant data required by our Clearing Member of the respective 3rd party to our Clearing Member.

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 (Retailer)**:

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

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Declarations by the owner of the designated balance area agreement(s) (3rd Party)

1. We give our consent, that our balance area agreements - will be used for the physical settlement of the Trading Participant's transactions in Nordic Power Spot Contracts in accordance with the Clearing Conditions of ECC and the rules and regulations of EPEX SPOT SE. We may revoke this consent at the end of a calendar month with a notice period of 7 business days.

2. We recognise that in the case of mismatches between schedules nominated to eSett as responsible party for imbalance settlement and invoicing of the Balance Responsible Parties in the Nordic market areas, the schedules nominated by ECC are binding and that we will take all measures required, in particular the correction of our schedules, in order to match the schedules nominated by us with the binding schedules nominated by ECC. Any imbalances between the binding schedules nominated by ECC and the amount of electricity actually injected or withdrawn shall be borne by us.

3. If eSett rejects the schedules nominated by ECC for the physical settlement of the Trading Participant's transactions in EPEX SPOT SE Nordic Power Spot Contracts, because we failed to provide the capability for physical settlement according to its terms and conditions, we will undertake appropriate actions to solve the cause of the rejection immediately after being informed.

4. We assure that we will inform ECC immediately with regard to the loss of the proof of the capability for physical settlement of the BRP and/or the Retailer. This shall apply especially in the case of the loss of a balance area agreement or in case of insufficient collaterals provided to the respective transmission system operator and/or eSett.

5. If a Nordic TSO decides to modify the topology in its market areas as per the applicable procedures, ECC will perform the necessary amendments to the information provided in this TP Form accordingly and inform all effected Trading Participants by way of a Clearing Circular without undue delay.

6. We hereby declare our consent to the forwarding of information by ECC regarding physical delivery to EPEX SPOT SE and to the affected transmission system operators and eSett.

7. We hereby authorize the affected transmission system operators and eSett to inform ECC with regard to our BRP and Retailer balance area agreement as well as about the status of our nominated schedules and deliveries.

8. 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.

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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 owner of the designated balance area agreements (**3 rd Party Retailer**):

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

On behalf of the **3rd Party BRP**:

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 give our consent, that our Non-Clearing Member will use a balance area agreement of a 3rd party for the physical settlement of its transactions in Power Spot Contracts and/or Capacity Guarantees, in accordance with the Clearing Conditions of ECC and the rules and regulations of EPEX SPOT SE. We may revoke this consent acknowledgement 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):

Save the file

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