**Participation Agreement**

**No [Completed by the Auction Platform upon Participation Agreement conclusion]**

between

Elering AS, Kadaka tee 42, 12915 Tallinn, Estonia]

hereinafter referred to as the “**Allocation Platform**”

and

[Full name of market participant, address]

hereinafter referred to as the “**Registered Participant**”

referred to individually as a “**Party**” or together as the “**Parties**”

agree as follows:

#### Article 1 – Declarations of the applicant

1. With the delivery of this validly signed Participation Agreement including the duly completed Attachment 1, the Registered Participant declares that it has full and complete knowledge of the "Allocation Rules for Forward Capacity Allocation” (hereinafter referred to as the **Allocation Rules**) and border specific annex for the border Estonia-Latvia (hereinafter **Regional Annex**) which are published on the website of the Allocation Platform.
2. The Registered Participant unconditionally accepts and agrees to be bound by and comply with the Allocation Rules and Regional Annex (including but not limited to, the redemption which is automatically attributed to a Estonia – Latvia border PTR-limited i.e., the condition that the Registered Participant is not entitled to use the auctioned capacity attributable to issued Estonia – Latvia border PTR-limited for the physical transmission of electricity, that the auctioned capacity is automatically transferred to the Estonian and Latvian transmission system operators and that the Registered Participant is entitled to receive a Redemption Price, in return) as published by the Allocation Platform as a whole including future amendments and undertakes to provide all the necessary information in accordance with the Allocation Rules and Regional Annex.
3. The Registered Participant warrants to the Allocation Platform that:
   1. the information set out in Attachment 1 is true, accurate and complete in all material respects;
   2. it has acquired rights to trade electricity in the Estonian, Latvian and/or Lithuanian bidding areas of the Nord Pool Spot Elspot trading platform;
   3. in the case of a Registered Participant that is not a natural person, it is duly incorporated and validly existing under the laws of its country of incorporation;
   4. it has full power and authority to enter into and perform this Participation Agreement and all necessary action has been taken by it to authorise entry into and performance of this Participation Agreement.

#### Article 2 – Entry into force and termination

1. This Participation Agreement enters into force on the date of signature by the Allocation Platform.
2. Each Party undertakes with the other Party to comply with and to perform its obligations in accordance with and subject to the Allocation Rules and Regional Annex.
3. This Participation Agreement can be terminated according to Allocation Rules for the allocation of Long Term Transmission Rights and according to Regional Annex and/or according to applicable law. This Participation Agreement can also be terminated after Network Code on Forward Capacity Allocation has entered into force and if the termination is required to meet the obligations set out in Network Code on Forward Capacity Allocation.

#### Article 3 – Framework contract

1. The Participation Agreement creates a framework contract between the Allocation Platform and the Registered Participant for the allocation of Long Term Transmission Rights and any other process for which this Participation Agreement may apply. The Allocation Rules constitute an integral part of this framework contract and therefore are the contractual basis for the allocation of Long Term Transmission Rights.

Article 4 – General

1. For the purposes of this Participation Agreement Working Hours means the hours between 9:00 am and 5:00 pm in East-European time on Republic of Estonia Working Days.
2. This Participation Agreement, Allocation Rules and Regional Annex shall be governed by and construed in accordance with the laws of Republic of Estonia.
3. The Terms used in the Participation Agreement have the meaning as set forth in Allocation Rules and Regional Annex.
4. If any provision of this Participation Agreement is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of any competent authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Participation Agreement which shall continue in full force and effect.

Signatures

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| --- | --- |
| The Allocation Platform  Name:  Date:  Place:  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | The Registered Participant  Name:  Date:  Place:  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Attachments:**

Attachment 1: Submission of Registered Participant information.

Attachment 2: List of TSOs per border represented by the Allocation Platform and contact information.

### Attachment 1

Submission of Registered Participant information

1. **General information**

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| --- | --- |
| **Required information** | **Information submitted by market participant** |
| (a) Name and registered address of the market participant |  |
| (b) General contact details (email, facsimile and telephone number) of the market participant for notifications in accordance with Article 75 of the Allocation Rules |  |
| (c) Contact details and names of persons authorised to represent the market participant and their function |  |
| (d) VAT registration number\* |  |
| (e) Taxes and levies to be considered for invoices and collateral calculations (the market participant shall provide as attachment to the Participation Agreement a note explaining which taxes and levies should be considered by the Allocation Platform) |  |
| (f) Energy Identification Code (EIC); |  |
| (g) ACER Code in CEREMP; |  |
| (h) Bank account information for payment to the applicant to be used by the Allocation Platform for the purposes of Article 64 and Article 66 paragraphs 8 (b alternative procedure) and 9 of the Allocation Rules |  |
| (i) Financial contact person (credit cover, invoicing and payment issues) and their contact details (email, facsimile and telephone number) for notifications where required in the Allocation Rules |  |
| (j) Commercial contact person and their contact details (email, facsimile and telephone number) for notifications where required in the Allocation Rules |  |
| (k) Operational contact person and their contact details (email, facsimile and telephone number) for notifications where required in these Allocation Rules |  |

\*) EU Value Added Tax number according to Directive 2003/92/EC

1. **The Participant Agreement is accompanied with the following documents:**

|  |  |
| --- | --- |
| **Additional documents** | **Indicate Yes/No** |
| Written confirmation that market participant has acquired rights to trade electricity in the Estonian, Latvian and/or Lithuanian bidding areas of the Nord Pool Spot Elspot trading platform |  |
| An extract of the registration of the market participant in the commercial register of the competent authority |  |
| Power of Attorney |  |
| Bank Guarantee (according to Articles 21 and 22 of the Allocation Rules in the form of template published on the Allocation Platform webpage) |  |
| [Add if any additional documents accompanied] |  |

### Attachment 2

List of TSOs represented by the Allocation Platform and contact information

1. The contact information of Estonian TSO, who also acts as Allocation Platform.

|  |  |
| --- | --- |
| (a) General contact | Elering AS  Kadaka tee 42, 12915, Tallinn, Estonia  + 372 71 51 222  info@elering.ee |
| (b) Registration code | 11022625 |
| (c) Contact details and names of persons authorised to represent the TSO and their function | Ms Elis Paas  + 372 71 51 248  elis.paas@elering.ee |
| (d) VAT registration number | EE100889639 |
| (e) Taxes and levies to be considered for invoices and collateral calculations | No additional taxes or levis (also VAT) |
| (f) Energy Identification Code (EIC); | 10X1001A1001A39W |
| (g) ACER Code in CEREMP; | A0002679T.EE |
| (h) Bank account information for payment for the purposes of Article 64 and Article 66 paragraphs 8 (b alternative procedure) and 9 of the Allocation Rules | Swedbank  Elering AS  IBAN: EE282200221024551314  SWIFT: HABAEE2X |
| (h) Bank account information for collaterals for the purposes of Article 20 of the Allocation Rules | Swedbank  Elering AS  IBAN: EE942200221025927138  SWIFT: HABAEE2X |
| (i) Financial contact person and their contact details for notifications where required in the Allocation Rules; | Mrs Irina Butajeva  arved@elering.ee |
| (j) Commercial contact person and their contact details for notifications where required in the Allocation Rules | Mrs Airi Noor  +372 71 51 391/ +372 53 425 608  airi.noor@elering.ee |
| (k) Operational contact for notifications where required in these Allocation Rules | explicit@elering.ee |

1. The contact information of Latvian TSO

|  |  |
| --- | --- |
| (a) General contact | Akciju sabiedrība „Augstsprieguma tīkls” Dārzciema iela 86, Rīga, LV-1073  Telephone: (+371) 67728353  Facsimile: (+371) 67728858  E-mail: ast@ast.lv |
| (b) Registration code | 40003575567 |
| (c) Contact details and names of persons authorised to represent the TSO and their function | Mr. Alnis Balins  Head of Electricity Market Monitoring and Development Department,  Telephone: +371 67728344,  E-mail: [alnis.balins@ast.lv](mailto:alnis.balins@ast.lv%20) |
| (d) Energy Identification Code (EIC); | 10X1001A1001B54W |
| (e) ACER Code in CEREMP; | A00003448.LV |