

## Nomination Participation Agreement

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This Nomination Participation Agreement is made on the      day of      20  
between

Nemo Link Limited a company registered in England and Wales with company number 8169409 whose registered office is at 1-3 Strand, London, WC2N 5EH, United Kingdom, hereinafter referred to as the **Nomination Platform Operator**

and

[INSERT LEGAL ENTITY DETAILS OF THE REGISTERED PARTICIPANT]

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

Each of the Registered Participant and the Nomination Platform Operator shall be referred to individually as a “**Party**” or together as the “**Parties**”.

The Parties agree as follows:

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### Article 1 – Declarations of the Registered Participant

1. With effect on the date of execution of this Nomination Participation Agreement including the duly completed relevant attachments, the Registered Participant declares that it has full and complete knowledge of the:
  - a. Nomination Rules established in accordance with the FCA guideline;
  - b. Day Ahead Nomination Rules; and
  - c. Information System Rules
2. The Registered Participant unconditionally accepts and agrees to adhere to the rules specified in Article 1(1) as a whole including any future amendments to such rules.
3. The Registered Participant warrants to each of the Nomination Platform Operators that:
  - a. The information set out in the attachments to this Nomination Participation Agreement is true, accurate and complete in all material respects;
  - b. Where a Registered Participant is not a natural person, it is duly incorporated and validly existing under the laws of its country of incorporation;

- c. It has full power and authority to enter into and perform this Nomination Participation Agreement and all necessary action has been taken by it to authorise entry into and performance of this Nomination Participation Agreement.
  - d. The Registered Participant is not insolvent and that it has no knowledge of any possible insolvency proceedings that may be brought against it in the immediate future.
4. If any of the above ceases to be true with regard to the Registered Participant at any time prior to termination of this Nomination Participation Agreement, the Registered Participant shall inform the Nomination Platform Operators of the change in circumstances. The Nomination Platform Operators may then terminate this Nomination Participation Agreement forthwith on written notice to the Registered Participant.

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

1. This Nomination Participation Agreement enters into force on the date of signature of the agreement by the Nomination Platform Operator and is conditional on the Registered Participant having provided evidence satisfactory to the Nomination Platform Operator of:
  - a. Its entry into the Joint Allocation Office (JAO) Participation Agreement
  - b. Its accession to the Use of System Interconnector Agreement with National Grid Electricity Transmission (NGET) and the Framework Agreement established under the Connection and Use of System Code (CUSC);
  - c. Its accession to the Framework agreement as defined in the Balancing and Settlement Code (BSC); and
  - d. Its entry into an ARP contract with Elia;
2. Each Party undertakes to the other Parties to comply with and to perform its obligations in accordance with and subject to the Nomination Rules, the DA/ID Nomination Rules and the Information System Rules.
3. This Nomination Participation Agreement is valid for an indefinite period of time and can be suspended or terminated by the Nomination Platform Operator
  - a. in accordance with Article 1(4) of this Nomination Participation Agreement; or
  - b. in the event of the Registered Participant's breach of the Nomination Rules.

#### Article 3 – Framework Contract

The Nomination Participation Agreement creates a framework contract between the Nomination Platform Operator and the Registered Participant for nomination of PTRs pursuant to the Nomination Rules, which constitute an integral part of this framework contract and therefore are the contractual basis for the nomination of PTRs.

#### Article 4 – General

1. This Participation Agreement shall be governed by and construed in accordance with English law.
2. 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. In such circumstances, a valid replacement clause will be agreed by the parties.

3. All communications will be in English and will be made through a variety of channels including via post, email, telephone and interconnector websites.
4. Capitalised terms used in this Nomination Participation Agreement shall have the meaning defined either in the Harmonised Allocation Rules, Shadow Allocation Rules, the Nomination Rules or the Information System Rules (as the case may be) unless otherwise specified.
5. This Participation Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Signed by the Parties as an Agreement

**The Nomination Platform Operator**

**The Registered Participant**

Name: Position: Entity: Nemo Link Limited Date: Location:  Signature:	Name: Position: Date: Location:  Signature:
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## **Annex 1**

### **Information System Rules**

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#### *Rule 1*

##### **General Provisions for IS Rules**

1. Each Registered Participant must establish and maintain, at its own cost, its own Registered Participant Systems. The Nomination Platform Operator shall have no liability in the event that the Registered Participant's System fails, for any reason, to communicate with the Nomination Platform.
2. Detailed Information System Rules shall be available on the website of the Nomination Platform.

#### *Rule 2*

##### **Interfaces with the Regional Nomination Platform**

1. The Nomination Platform Operators will give Registered Participants the information (including updates as applicable) reasonably necessary to enable Registered Participant Systems to interface with the Nomination Platform.
2. Each Registered Participant must demonstrate to the reasonable satisfaction of the Nomination Platform Operators its ability to exchange information with the Nomination Platform before being eligible to participate in the Nominations process.
3. In this context, the Nomination Platform Operator shall use its reasonable endeavours to give the Registered Participant access to a test environment for the Nomination Platform to test its interfaces.

#### *Rule 3*

##### **Security and confidentiality of communications**

1. The Nomination Platform Operator may from time to time, where reasonably necessary for the purpose of protecting the security of communications under these Rules, establish communication protocols and standards with which Registered Participants must comply.
2. Registered Participants accept that data sent to the Nomination Platform is binding, and that Registered Participants are fully responsible for those individuals who have access to the Nomination Platform on behalf of the Registered Participants.

## Attachment 1

### Submission of Information

Required information	Information submitted by market participant
(a) Name and registered address of the Registered Participant.	Company Name:  Address:
(b) General contact details of the Registered Participant for the purposes of contractual notices in accordance with Article 74 ( <i>Notices</i> ) of the Allocation Rules.	Email: Telephone Facsimile:
(c) If the Registered Participant is a legal person, an extract of the registration of the Registered Participant in the commercial register of the competent authority.	Attached: Company number: Country of incorporation:
(d) Contact details and names of persons authorised to represent the Registered Participant and their function.	Name: Function: Email: Telephone: Facsimile:
(e) Commercial contact – responsible for registration process and day-to-day matters.	Name: Email:
(f) Operational main contact – lead contact for operational matters and authorisations for access to nomination platform.	Name: Email: Telephone:
(g) Production and Consumption Interconnector BM Units registered to the Registered Participant under the Balancing and Settlement Code.	ID numbers: Production: Consumption:
(h) Accession to a Use of System Interconnector Agreement with National Grid Electricity Transmission and signature of the Framework Agreement established under the CUSC.	Effective date of signing (or current status):
(i) Accession to the Framework Agreement as defined in the Balancing and Settlement Code.	Effective date of signing (or current status):

(o) Entry into an ARP contract with Elia.	Effective date of signing (or current status):
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## **Attachment 2**

### **Nomination Platform Operator Contact Details**

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Mail, courier and personal messages must be delivered to the Nomination Platform at the following address:

TBC

Nomination Platform Helpdesk

TBC