

Nomination Participation Agreement

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

..... registered in with company number whose registered office is at 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:

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 Nemo Link Access Rules which are published on the Nemo Link’s website.
2. The Registered Participant unconditionally accepts and agrees to adhere to the Nemo Link Access Rules including any future amendments to such rules.
3. The Registered Participant warrants to the Nomination Platform Operator at the time of entering into this Nomination Participation Agreement and on a continuing basis that:
 - a. The information set out in the attachments to this Nomination Participation Agreement is true, remains accurate and complete in all material respects and must promptly notify the Nomination Platform Operator of any changes;
 - b. the Registered Participant will not by entering into this Nomination Participation Agreement or acquiring rights under the Nemo Link Access Rules infringe any applicable anti-trust or competition legislation or any undertaking or other obligation arising under any applicable anti-trust or competition legislation;
 - c. Where a Registered Participant is not a natural person, it is duly incorporated and validly existing under the laws of its country of incorporation;
 - d. 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;

- e. 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;
 - f. this Nomination Participation Agreement and rights acquired under the Nemo Link Access Rules constitutes its legal, valid and binding obligation, enforceable against it in accordance with their respective terms; and
 - g. The Registered Participant continues to adhere to Article 2.1 and 2.2 of this Nomination Participation Agreement.
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 Operator of the change in circumstances. The Nomination Platform Operator shall be entitled to 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 enabling participation in long-term auctions of cross-zonal capacity and shadow auctions;
 - b. Its accession to the Use of System Interconnector Agreement with National Grid Electricity Transmission (NGESO) 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) together with full details of the Production and Consumption Interconnector BM Units registered to the Registered Participant under the BSC, and;
 - d. Its entry into an Access Responsible Party (ARP) contract with Elia.
2. Each Party undertakes to the other Party to comply with and to perform its obligations in accordance with and subject to the Nemo Link's Access Rules.
3. Each Registered Participant must demonstrate to the reasonable satisfaction of the Nomination Platform Operator its ability to exchange information with the Nomination Platform before being eligible to participate in the nominations process.
4. This Nomination Participation Agreement is valid for an indefinite period of time and can be suspended or terminated:
 - a. by the Nomination Platform Operator in accordance with Article 1(4) of this Nomination Participation Agreement; or
 - b. by the Nomination Platform Operator in the event of the Registered Participant's breach of the Nemo Link Access Rules; or
 - c. by the Registered Participant with 2 weeks' written notice in accordance with Article 4.3.

Article 3 – Framework Contract

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

Article 4 – General

1. This Nomination Participation Agreement shall be governed by and construed in accordance with English law.
2. If any provision of this Nomination 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 Nomination Participation Agreement or the Nemo Link Access Rules which shall continue in full force and effect. In such circumstances, the Nomination Platform Operator will bring forward a valid replacement clause.
3. All communications will be in English and will be made through a variety of channels including via registered post for contractual notices, and email, telephone and the Nemo Link website for operational notices.
4. Capitalised terms used in this Nomination Participation Agreement shall have the meaning defined either in the Harmonised Allocation Rules (including the Border Specific Annex), Shadow Allocation Rules, or the Nemo Link Access Rules unless otherwise specified.
5. This Nomination 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

<p>Name: Position: Entity: Nemo Link Limited Date: Location:</p> <p>Signature:</p> <p>For and on behalf of Nemo Link Limited</p>	<p>Name: Position: Entity: Date: Location:</p> <p>Signature:</p> <p>For and on behalf of</p>
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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: ...
(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:
(e) Commercial contact – responsible for registration process and day-to-day matters.	Name: Email: Telephone:
(f) Energy Identification Code (EIC)
(g) Operational main contact – lead contact for operational matters and authorisations for access to nomination platform.	Name: Email: Telephone:
(h) Production and Consumption Interconnector BM Units registered to the Registered Participant under the Balancing and Settlement Code.	<u>ID numbers</u> Production: Consumption: Effective From Date:

(i) Accession to a Use of System Interconnector Agreement with National Grid Electricity System Operator and signature of the Framework Agreement established under the CUSC.	Current status:
(j) Accession to the Framework Agreement as defined in the Balancing and Settlement Code.	Current status:
(k) Entry into an ARP contract with Elia.	Current status:

Attachment 2

Nomination Platform Operator Contact Details

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

Nemo Link Limited
Sablon Tower, Joseph Stevensstraat, 7
1000 Brussels
Belgium
Email: Customer.service@nemolink.co.uk

Nomination Platform Helpdesk

E-mail: rnp.helpdesk@unicorn.com
Phone: +420 221 400 825