

part of eex group



Application for
approval as a
Trading Participant
at EPEX Spot SE for
trading in Polish
Power Spot
Contracts (3rd party
transmission
agreement)

Required in single

01.01.2024

Leipzig

TP_EPEX_03b

Release 003

- only required as scan -

Preliminary remark

With this form you are applying for approval as a Trading Participant at European Commodity Clearing AG ("ECC") for trading in Polish 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 being traded or offered for trading;
- (c) proof of the capability for physical settlement at the respective transmission grid by holding a signed Transmission Agreement (comparable to balancing agreement in other market areas) with the Polish Transmission System Operator – Polskie Sieci Elektroenergetyczne (PSE S.A.) – as responsible party for the imbalance settlement and invoicing in Poland (PL) respectively owned by a 3rd Party; and
- (d) the declaration of consent of the owner of the designated Transmission 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. 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 the EPEX SPOT SE thereof.

Application

We hereby apply for approval as a Trading Participant in EPEX SPOT SE Polish Power 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), 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.

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 can 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
Name or department
Telephone number
Fax
E-Mail

The use of the transmission agreements mentioned above for the physical settlement of our transactions in EPEX SPOT SE Power Contracts shall take effect:

as of the next delivery date possible

as of delivery date _____

Setup	Change of Nomination Code ¹
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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_03a/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.

Proof of capability for physical settlement

A scheduling unit (JG) of a 3rd party shall be used for physical settlement of our transactions in EPEX SPOT SE Polish Power Contracts. The owner of the designated scheduling unit code (JG) will declare its consent:

Information regarding the owner of scheduling unit (s)	
Owner of the scheduling unit(s)	Name
	Address
	Contact person
	Telephone number

Day-Ahead Auction Market and Intraday Continuous Market:²

Polish Balancing market participant information	
Market Operator Name/ OR name ³	
Market Operator Code/ OR code	OR_ _
Scheduling Unit Name/ JG name	
Scheduling Unit Code/ JG code	JG_ _ _

Intraday Continuous Market:

Polish Balancing market participant information	
Market Operator Name/ OR name ³	
Market Operator Code/ OR code	OR_ _
Scheduling Unit Name/ JG name	
Scheduling Unit Code/ JG code	JG_ _ _

² Due to the netting mechanism of Intraday and Day Ahead market, in case of a nomination delay in Day Ahead market auction, admission for Intraday market is always required.

³ Please note, that if Market Operator's functionalities are performed by a different entity, the Trading Participant must ensure that its Market Operator agrees to use his Market Operator Code for the purposes of physical settlement by ECC.

Intraday Continuous Market and Pan-European Intraday Auction:⁴

Polish Balancing market participant information	
Market Operator Name/ OR name ⁵	
Market Operator Code/ OR code	OR_ _
Scheduling Unit Name/ JG name	
Scheduling Unit Code/ JG code	JG_ _ _

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.

⁴ Contracts for Pan-European Intraday Auctions will be available for members with the Go-Live that is anticipated **13 June 2024**. Expected Go-Live date depends on overall readiness of all market participants. Please check ECC website/Clearing Circular 17/2024 (<https://www.ecc.de/en/newsroom/circulars>) for more information.

⁵ Please note, that if Market Operator’s functionalities are performed by a different entity, the Trading Participant must ensure that its Market Operator agrees to use his Market Operator Code for the purposes of physical settlement by ECC.

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 ECC's and Trading Participants' schedules nominated to PSE, 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 PSE rejects the schedules nominated by ECC for the physical settlement of our transactions in EPEX SPOT SE Polish Power Spot Contracts, because we failed to provide the capability for physical settlement according to its terms and conditions (Commercial 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 regards to the loss of the proof of the capability for physical settlement. This shall apply especially in the case of a suspension or termination of the Transmission Agreement with PSE and/or loss of authorization to perform Market Operator functions, or in case of insufficient collaterals provided to PSE.
5. We hereby declare our consent to ECC for utilization and processing of the provided information with the purpose of physical delivery of transactions traded at EPEX SPOT SE to PSE.
6. We hereby authorize ECC to request information from PSE with regards to the Transmission Agreement state and about the status of our nominated schedules and deliveries.
7. We hereby confirm that if Market Operator's functionalities are performed by a different entity, we have obtained the consent of the Market Operator to use his Market Operator Code for the purposes of physical settlement by ECC.
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/she 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/she 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 owner of scheduling unit(s) (3rd party)

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 ECC's and Trading Participants' schedules nominated to PSE, 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 PSE rejects the schedules nominated by ECC for the physical settlement of the Trading Participant in EPEX SPOT SE Polish Power Spot Contracts, because we failed to provide the capability for physical settlement according to its terms and conditions (Commercial 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 regards to the loss of the proof of the capability for physical settlement as a participant of Polish balancing market and/or Market Operator. This shall apply especially in the case of a suspension or termination of our own Transmission Agreement with PSE and/or loss of authorization to perform Market Operator functions, or in case of insufficient collaterals provided to PSE.
5. If PSE 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 distributing of a Clearing Circular without undue delay.
6. We hereby declare our consent to ECC for utilization and processing of the provided information with the purpose of physical delivery of transactions traded at EPEX SPOT SE to PSE.
7. We hereby authorize ECC to request information from PSE with regards to our Transmission Agreement state and 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 scheduling unit(s) to its Clearing Member.

PRIVACY NOTICE

The undersigned assures that he/she 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/she has brought to their attention the PRIVACY NOTICE which can be found on our company websites.

On behalf of the owner of scheduling unit(s) **(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 scheduling units of a 3rd party

We acknowledge, that our Non-Clearing Member will use scheduling unit(s) of a 3rd party for the physical settlement of its transactions in Polish Power Spot Contracts, in accordance with the Clearing Conditions of ECC and the rules and regulations of EPEX SPOT SE. We may revoke this 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 of the respective 3rd party, which the 3rd party has consented to.

PRIVACY NOTICE

The undersigned assures that he/she 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/she 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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