

Nomination Participation Agreement

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

Eleclink Limited, a company registered in England and Wales with company number 07595420
whose registered office is at 4 Kingdom Street, London, W2 6BD, United Kingdom ("**Eleclink**")

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:

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 for physical transmission rights for the bidding zone borders of the Channel region established in accordance with Article 36 of Commission Regulation (EU) 2016/1719 of 26 September 2016 establishing a guideline on forward capacity allocation;
 - b. Explicit Day Ahead and Intraday Nomination Rules for Eleclink; and
 - c. Information System Rules.

The rules specified in this Article 1(1) shall be collectively referred to as the "**Nomination Rules**".

2. The Registered Participant unconditionally accepts and agrees to adhere to the Nomination Rules specified in Article 1(1) as a whole including any future amendments to such rules.
3. The Registered Participant warrants to the Nomination Platform Operator 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; and

- 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 Operator of the change in circumstances. The Nomination Platform Operator 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 as defined in the Allocation Rules and in the harmonised allocation rules for long-term transmission rights developed in accordance with Article 51 of Commission Regulation (EU) 2016/1719 of 26 September 2016 establishing a guideline on forward capacity allocation;
 - b. Its accession to a Use of System Interconnector Agreement with National Grid Electricity System Operator Limited and the Framework Agreement defined in and established under the Connection and Use of System Code;
 - c. Its accession to the Framework Agreement as defined in the Balancing and Settlement Code; and
 - d. Its entry into an *Accord de Participation* with RTE Réseau de Transport d'Electricité.
2. Each Party undertakes to the other Party to comply with and to perform its obligations in accordance with and subject to the Nomination 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 Nomination Participation Agreement, and the rights and obligations arising out of this Nomination Participation Agreement or in connection with it, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) 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 pursuant to arbitration 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 which shall continue in full force and effect. In such circumstances, a valid, enforceable and/or legal replacement clause will be agreed by the Parties without undue delay and such a replacement clause shall have a meaning and purpose as close as possible to the provision being replaced.
3. All communications shall be in English and shall 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 in the Nomination 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:</p> <p>Position:</p> <p>Entity: ElecLink Limited</p> <p>Date:</p> <p>Location:</p> <p>Signature:</p>	<p>Name:</p> <p>Position:</p> <p>Entity:</p> <p>Date:</p> <p>Location:</p> <p>Signature:</p>
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Annex 1

Information System Rules

Rule 1

General provisions for Information System 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 and/or the website of the Nomination Platform Operator.

Rule 2

Interfaces with the Nomination Platform

1. The Nomination Platform Operator 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 Operator 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 Nomination 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 14 (<i>Notices</i>) of the Nomination 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 the Nomination Platform.	Name: Email: Telephone:
(g) Production and Consumption Interconnector BM Units registered to the Registered Participant under the Balancing and Settlement Code.	<u>ID numbers</u> Production:

	Consumption:
(h) Accession to a Use of System Interconnector Agreement with NGESO and signature of the Framework Agreement established under the Connection and Use of System Code.	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):
(j) Entry into an Accord de Participation with RTE Réseau de Transport d'Electricité.	Effective date of signing (or current status):

Attachment 2

Nomination Platform Operator Contact Details

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

TBC

Nomination Platform helpdesk

TBC