

## Participation Agreement

between

Joint Allocation Office S.A.,  
with its registered office at 2, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg,  
registered with the Luxembourg Trade and Companies Registry (*Registre de Commerce et des Sociétés*)  
under number B 142.282

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

and

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

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

The Parties hereby agree as follows:

### **Article 1 - Declarations of the applicant**

1. By submitting a duly completed and validly signed Participation Agreement, the Registered Participant confirms that it has fully read, understood, and is aware of the “Harmonised Allocation Rules for Long-Term Transmission Rights” including the applicable Border Specific Annexes (hereinafter referred to as the **Allocation Rules**) which are published on the website of the Allocation Platform and any agreed additional rules agreed in accordance with Article 4 (hereinafter referred to as the **Additional Rules**).
2. Upon submission of the validly signed Participation Agreement and its attachments, the Registered Participant unconditionally accepts the Allocation Rules and any applicable Additional Rules in their entirety and commits to comply with them, including any future amendments as published by the Allocation Platform.
3. In addition to Article 10 of the Allocation Rules the Registered Participant warrants to the Allocation Platform that:
  - a. The information set out in Attachments 1, 2 and 3 of this present Participation Agreement is true, accurate and complete in all material respects;
  - b. 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;
  - c. It has full power and authority to enter into and perform this Participation Agreement and all necessary action has been taken by it to authorize entry into and performance of this Participation Agreement.
4. The person designated below as the Primary Authorised contact person shall, upon review and approval by the Allocation Platform, have sole authority to approve, appoint, manage, modify, or revoke access rights of any further user (human or non-human) acting on behalf of the Registered Participant in any system, platform, application, IT environment operated or made available by JAO under this Participation Agreement.

Following the initial approval of the Primary Authorised contact person by the Allocation Platform, the Allocation Platform shall have no further responsibility to verify or approve any subsequent user or modification of user rights, which shall be managed exclusively by the Primary Authorised contact person. The Registered Participant shall bear any and all responsibility and/or liability for any action the Primary Authorised contact person or any subsequent user appointed conducts.

The Registered Participant acknowledges and accepts that all communications, instructions, and authorisations relating to user accounts and access rights shall be valid and binding if approved by the Primary Authorised contact person. Unless otherwise specified in Attachment 1, the Operational contact person shall be deemed to be the Primary Authorised contact person and shall, by default, be entitled to manage user accounts and access rights in all JAO environments.

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

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 any agreed Additional Rules.
3. This Participation Agreement is valid as of the date of its execution for an indefinite period of time and can be terminated according to Article 72 of the Allocation Rules and according to any agreed Additional Rules specified in Article 4.

#### **Article 3 – Framework contract**

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 in accordance with Article 4 below. 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 – Agreement on additional rules**

The Parties may agree on Additional Rules about their rights and obligations, not regulated by the Allocation Rules, including but not limited to the participation in day-ahead explicit allocation and/or any fallback process for day-ahead implicit and/or intraday explicit allocation. Such agreement shall become effective by a declaration of the Registered Participant in Attachment 1 of this Agreement upon which the Registered Participant accepts the Additional Rules for such additional process as a whole including future amendments. These Additional Rules shall be published on the Allocation Platform's website or attached to the Participation Agreement.

#### **Article 5 – General**

1. Terms defined in the Allocation Rules and/or relevant Additional Rules shall have the meaning ascribed to them in the Allocation Rules and/or relevant Additional Rules unless otherwise defined herein.
2. Allocation Platform undertakes to notify the Registered Participant of any changes in Attachment 3, no later than one (1) Working Day before such changes take effect.
3. For the purposes of this Participation Agreement Working Hours means the hours between 08:00 am and 05:00 pm on Working Days.
4. This Participation Agreement, the Allocation Rules and all Additional Rules shall be governed by and construed in accordance with the laws of Luxembourg. According to Article 70 of the Allocation Rules the Allocation Platform and the Registered Participant shall first seek amicable settlement through mutual consultation where there is a dispute.
5. 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.

#### **Article 6 – Suspicion of market abuse**

In line with Article 15 of Regulation No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency (REMIT), suspicion of market abuse may be reported where deemed necessary to the regulator.

## **Article 7 – General Data Protection Regulation (GDPR)**

Any personal data exchange between the Allocation Platform and the Registered Participant in the context of this Participation Agreement is processed in accordance with any applicable mandatory (including public policy) legislation or regulation or any mandatory decision of a competent authority, including the terms, conditions and methodologies as required under such legislation or regulation, and also including in particular but not limited to GDPR, and only for the purpose of this Participation Agreement, including managing the contractual relationship amongst the Allocation Platform and the Registered Participant.

## **Signatures**

<b>The Registered Participant</b> Name: Date: Place: Signature: _____  Name: Date: Place: Signature: _____	<b>The Allocation Platform</b> Name: Date: Place: Luxembourg Signature: _____  Name: Date: Place: Luxembourg Signature: _____
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## **Attachments:**

Attachment 1: Submission of information

Attachment 2: Bidding Zone border(s) and TSOs designation information for the Bidding Zone borders for which this information is relevant on which the Registered Participant shall be registered according to the relevant rules

Attachment 3: Contact information of the Allocation Platform

**Attachment 1**  
**Submission of information**

**1. General information**

<b>EIC Code</b>	
<b>VAT Number</b>	
<b>ACER Code</b>	

Clarification: EU Value Added Tax number according to Directive 2003/92/EC

**General correspondence**

Contact:	
Function:	
Address:	
Telephone number:	
E-mail:	

**Financial contact person (invoicing and self billing)**

Contact:	
Address:	
Telephone number:	
E-mail:	

**Operational contact person**

Contact:	
Telephone number:	
Mobile phone number:	
E-mail:	

**Commercial contact person**

Contact:	
Telephone number:	
E-mail:	

**Primary Authorized contact person**

Contact:	
Telephone number:	
E-mail:	

Additional documents required to be attached by the Registered Participant [if relevant]:

- a) Subject to Article 64 of the Allocation Rules, a note explaining which taxes and levies should be considered by the Allocation Platform for invoices and collateral calculations (not required with regard to EU VAT application where Luxembourgish VAT or reverse charge principles are applicable). For avoidance of doubt, it is assumed that this note applies for all relevant Additional Rules.
- b) If the Registered Participant is a legal person, an extract of the registration of the Registered Participant in the Trade and Companies Registry of the competent authority Subject to Article 9 of the Allocation Rules, the Registered Participant is required to submit details regarding the beneficial ownership by providing the Allocation Platform with a beneficial owner structure and if deemed necessary further evidence allowing the Allocation Platform to identify and understand the ownership and control structure of the Registered Participant.

## 2. Additional declarations for Allocation of Long Term Transmission Rights

Additional declarations	Indicate Yes/No
The Registered Participant will not participate in Auctions and will only participate in transfer of Long Term Transmission Rights.	NO
The Registered Participant wishes to open a dedicated Business Account for the purposes of credit cover and payments in the framework of Article 65 paragraphs 9 and 10 of the Allocation Rules.	YES

**\*Note:** In case the Registered Participant declares "NO" for this declaration the Registered Participant shall wish to open a dedicated Business Account and shall conclude with the Allocation Platform a separate financial agreement.

### Bank account information

All payments made by the Allocation Platform to the Registered Participant will be made to the following bank account.:

Bank:

Account Holder:

SWIFT Code:

IBAN Code:

For avoidance of doubt, it is necessary to provide the Registered Participant's corporate bank account details, regardless whether they wish to open a dedicated Business Account or not.

**Attachment 2**  
**Accepted Additional Rules**

**Attachment 3**  
**Allocation Platform Contact Details**

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

**Joint Allocation Office S.A.**  
**2 Rue de Bitbourg L-1273 Luxembourg-Hamm**  
**Grand Duchy of Luxembourg**

Allocation Platform accepts the submitted documents only on Working Days in Working Hours. For other operational communication following contacts shall be used:

*Auction Tool Service Desk – User support*

Working hours	Landline Phone No.	JAO Support Hub	E-mail
Working days, weekends & Public Holidays: <b>08:00 – 17:00</b>	+352 27 62 38 38	<a href="mailto:support.jao.eu">support.jao.eu</a>	<a href="mailto:support@jao.eu">support@jao.eu</a>