

Trading Appendix 4

Clearing Rules

Nord Pool Spot Physical Markets

Issued by Nord Pool Spot AS

TABLE OF CONTENTS

1. INTRODUCTION
2. PREREQUISITES FOR CLEARING
 - 2.1 Membership Categories and Requirements
 - 2.2 Counterparty Eligibility
 - 2.3 Continuous Information Obligations of Members
3. ACCOUNT STRUCTURE
 - 3.1 Trading portfolio
 - 3.2 Clearing Accounts
 - 3.3 Cash Accounts
4. CLEARING PROCEDURES
 - 4.1 Transactions concluded on the Physical Markets
 - 4.2 Cash Settlement
 - 4.3 Collateral
5. CLIENT TRANSACTIONS
6. TAX AND VAT
7. VAT

1. INTRODUCTION

- 1.1.1 These Clearing Rules apply to the Clearing of Products in the Physical Markets.
- 1.1.2 Clearing is initiated by NPS entering into a Transaction as central counterparty and registering the Transaction on the Clearing Accounts of the Account Holders involved.
- 1.1.3 Clearing is subject to the fees set out in the Fee Schedule.
- 1.1.4 These Clearing Rules constitute a contract between NPS and each Account Holder in respect of Clearing and supplement the relevant Participant Agreements and the Trading Rules – General Terms.

2. PREREQUISITES FOR CLEARING

2.1 Membership Categories and Requirements

- 2.1.1 Only legal entities may apply for membership. NPS may under special circumstances and in its sole discretion deviate from this requirement.
- 2.1.2 A prospective member must upon request from NPS be able to document that it possesses all Required Authorisations for its applicable membership category.
- 2.1.3 NPS recognises the following membership categories:
 - a. *Participant*
 - b. *Client Representative*
 - c. *Client*
- 2.1.4 Clients must at all times be party to a valid and effective Client Agreement, with a Client Representative approved by NPS.

2.2 Counterparty Eligibility

- 2.2.1 Only Members are eligible as Counterparties to NPS in Clearing Transactions. To be eligible as a Counterparty to Clearing Transactions, the Member must at the time that each Clearing Transaction is registered:
 - a. have appointed a clearing responsible;
 - b. have established one or more Trading Portfolio(s)
 - c. have established one or more Cash Account(s) for settlement purposes to be either a Pledged or Non-pledged Cash Account;
 - d. have established one or more Clearing Account(s);
 - e. have established Collateral as a Pledged Cash Account or a On-Demand Guarantee, and have met its Collateral Call; and
 - f. not have its access to Clearing suspended or terminated in accordance with the Trading Rules.
- 2.2.2 Members must at all times, and immediately upon request from NPS, be able to document that they fulfil the criteria of this Section 2.2.

2.3 Continuous Information Obligations of Members

- 2.3.1 NPS may at any time request for and obtain credit information and otherwise monitor a Member's financial standing and soundness, level of competence and other matters relevant (in the opinion of NPS) to the financial and legal status of the Member, including Required Authorisations. Each Member agrees promptly to provide such information and documents as NPS may request, and to request any other party holding such information or documents on behalf of the Member to release such information or documents.
- 2.3.2 NPS may, without being prevented by any duty of confidentiality by any holder of information, request for and obtain such information and documents (where available) from the Member's bank(s) or other sources of relevant information as NPS considers appropriate. The Member shall promptly provide any additional waiver required for information to be provided to NPS.

- 2.3.3 A Member shall immediately notify NPS in writing as soon as the Member becomes aware of or finds it likely that any of the following events will occur in relation to it:
- a. any Non-Compliance Event under the Trading Rules or disciplinary, criminal, or regulatory proceedings related to Trading and Clearing activities involving the Member or its board of directors or employees involved in its Clearing with NPS;
 - b. any other matter relating to it of which a Member acting in good faith would reasonably expect to be of interest to NPS in relation to Clearing and its position as a Member.

3. **ACCOUNT STRUCTURE**

3.1 **Trading Portfolio**

- 3.1.1 Each Member is granted at least one (1) Trading Portfolio for the Elspot Market, and at least one (1) Trading Portfolio for the Elbas Market.
- 3.1.2 Transactions carried through the Trading Portfolio(s) are transferred to the corresponding Clearing Account(s).

3.2 **Clearing Accounts**

- 3.2.1 When approving a Member, NPS shall establish at least one (1) Clearing Account with the Member.
- 3.2.2 When approving a Client, NPS will establish a Clearing Account with the Client and with the Client Representative if the Client Representative does not already have such an account. The Client Representative shall be deemed as authorised to represent the Client in all Client Transactions without further verifications or actions by NPS.
- 3.2.3 Each Clearing Account is associated with one or more Trading Portfolios of the Member, and is furthermore associated with one or more Cash Accounts.
- 3.2.4 Collateral Calls and Cash Settlement Amounts will be calculated separately for each Clearing Account.

3.3 **Cash Accounts**

- 3.3.1 Each Member must at its own cost establish and maintain at least one Cash Account in an NPS approved settlement bank and in a currency approved by NPS.

4. **CLEARING PROCEDURES**

4.1 **Transactions Concluded on the Physical Markets**

- 4.1.1 Transactions concluded on the Physical Markets are automatically and mandatory subject to Clearing in accordance with the applicable Trading Rules.
- 4.1.2 Upon the conclusion of a Transaction, the result will be allocated to the applicable Clearing Account.
- 4.1.3 The Members are under an obligation to deliver or off-take the Delivery Amounts specified. Non-delivery or non-off-take is to be settled with the relevant Balance Responsible Party or Transmission System Operator in accordance with applicable rules, with no liability for NPS.
- 4.1.4 Cash Settlement will be based on the Transactions recorded with NPS only, and will not reflect non-delivery or non-off-take.

4.2 **Cash Settlement**

- 4.2.1 NPS will provide information about each Member's Clearing Account(s), including information about Cash Settlement and Collateral.

- 4.2.2 For each Clearing Day, NPS will make available statements relating to Transactions and indicating the net amount per Trading Portfolio since the previous Clearing Day at such time as set out in the Clearing Schedule. These statements form the basis for the Cash Settlements falling due on that Clearing Day.
- 4.2.3 Client Representatives will have access to the same information as the Clients for all Clearing Accounts for which they are nominated as Client Representative.
- 4.2.4 NPS issues invoices and self-billing invoices to Members based on the statements referred to in Section 4.2.2 above. In addition the Members will be charged for the variable fees as set out in the Fee Schedule. Variable fees for Clients will be charged to the Client Representative. The statements shall be issued in the same trading Currency as the Order.
- 4.2.5 The invoice falls due the first Clearing Day following the invoice day. The amount due shall be available on the Members Cash Account within 11:00 am on the date of payment with value date equal to the due date, and in the relevant Trading Currency.
- 4.2.6 Amounts provided in the self billing invoice shall be deposited on the Members Cash Account with value date, at the latest, on the second Clearing Day following invoice day and in the relevant Trading Currency.
- 4.2.7 In the event of overdue payment, the Parties may claim default interest pursuant to the Norwegian act of 17 December 1976 no. 100 regarding interest accrued in connection with late payment, as amended from time to time.

4.3 **Collateral**

- 4.3.1 Each Member must at its own cost establish and maintain Collateral in accordance with the Clearing Rules, and ensure that the value of its Collateral posted at all times meets the applicable Collateral Calls.
- 4.3.2 Members may choose to provide Collateral through any one, or a combination, of the forms of Collateral allowed.
- 4.3.3 Whenever a Member uses Cash Collateral for meeting a Collateral Call, confirmations on the credit of the Cash Account(s) shall be sent by SWIFT message to NPS (or its nominee) from the Settlement Bank holding the applicable Cash Account(s).
- 4.3.4 NPS require minimum collateral from all Members. The minimum collateral call can be adjusted at NPS's discretion. The minimum Collateral must be established prior to the commencement of trading. The collateral call can be set individually, according to Member category or for all Members.
- 4.3.5 NPS shall stipulate the Collateral Calls for new Members, based on, inter alia, anticipated future net purchase.
- 4.3.6 Collateral Calls are stipulated by NPS each Clearing Day as the total purchase price for each Members net electricity purchase in Trading during a period of days decided by NPS, including VAT. The period can be changed with two days notice in the form of an Exchange Information.
- 4.3.7 If a Member changes from net sale to net purchase, the Collateral Call is stipulated as net electricity purchase on the first day multiplied with a number of days, as set out by NPS. If the Member continues as a net purchaser, the Collateral Call shall be adjusted daily during the number of days set out by NPS and thereafter stipulated on ordinary terms. If the Member returns to a net sale position, the Collateral Call shall be reduced daily until the minimum amount is re-obtained.
- 4.3.8 The Collateral Call is stipulated for each Trading Currency. A Member operating with more than one Trading Currency shall state the currency applicable for the Collateral.
- 4.3.9 NPS may on its own discretion adjust the Collateral Call if the Members Trading change, or if special circumstances so require.

- 4.3.10 A Member shall be notified of any Collateral Calls within 09:00 CET each Clearing Day. As for the Client, the notification shall be given both to the Client Representative and the Client. Collateral Call must be met within 11:00 CET on the same Clearing Day.
- 4.3.11 Members operating with more than one Trading Currency will have the Collateral Call stipulated and presented in the Members chosen currency after a conversion carried out by NPS.
- 4.3.12 A conversion of currency as indicated above shall be based on applicable market rates collected by NPS from at least two major competing banks.
- 4.3.13 Extraordinary Collateral may be required to be posted within one (1) hour after the Member receives notification, of the Extraordinary Collateral call, in the form of Cash Collateral, or by otherwise increasing the Collateral provided by or on behalf of the Member by the same deadline. NPS may also, in its sole discretion, apply any other risk calculation procedure that the NPS considers appropriate under the relevant circumstances. The collateral call can be set individually, according to Member category or for all Members.

5. **CLIENT TRANSACTIONS**

- 5.1.1 The following provisions will apply where a Client Representative is acting on behalf of a Client:
- a. A Client Representative may only represent a Client when approved by NPS to act as its Client Representative under a valid and effective Client Agreement at the relevant time.
 - b. All communication between NPS and the Client relating to Client Transactions shall take place exclusively through the Client Representative, unless NPS in its sole discretion decides to involve the Client.
 - c. The Client shall become Counterparty to NPS in respect of all Clearing Transactions.
- 5.1.2 The Client Representative is responsible for the following with respect to Client Transactions:
- a. The Client Representative shall ensure that its Client(s) posts Collateral for the Collateral Calls before placing bids on behalf of the Clients.
 - b. NPS shall inform the Client Representative if a Client fails to post Collateral in accordance with the Collateral Calls, in which case the Client Representative shall immediately post the missing Collateral.
 - c. If the Client Representative does not post missing Collateral in accordance with section 4.3, the Collateral that a Client Representative has posted for Trading and any outstanding Settlement will be credited and applied by NPS to cover Collateral Calls made on Clients represented by the Client Representative. When calculating Collateral Calls for a Client Representative, NPS will add uncovered Collateral Calls of the Client Representative's Clients.

6. **TAX AND VAT**

All Cash Settlement Amounts and other amounts referred to under these Clearing Rules are and will be calculated exclusive of VAT, except for Trading in Norwegian bid areas which will be calculated including VAT.

Each Counterparty is responsible for and shall settle any and all VAT and Tax arising in connection with its Trading activities and which is payable by that Counterparty under Applicable Law, with no further charge, reimbursement or indemnification to or from the other Counterparty irrespective of whether the Counterparty is required by Applicable Law to pay any VAT or Relevant Tax which is properly for the account of the other Counterparty.

7. **NON-COMPLIANCE**

- 7.1.1 NPS is upon a Non-Compliance Event entitled to any and all of the following actions:
- a. declare any or all claims of or against the defaulting Member due on that date;
 - b. withhold any Cash Settlement Amount owed to the Member
 - c. enforce, realise and apply its rights in the Collateral posted by or on behalf of the Member by either; (i) drawing upon Bank Guarantees provided to NPS by or on behalf of the Member, (ii) drawing upon the balance of the Pledged Cash Accounts provided to NPS by or on behalf of the Member

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