

part of eex group



Application for
approval as a
Trading Participant
at EPEX Spot SE for
trading in Power
Spot Contracts (3rd
party balance area
agreement) and at
French Capacity
Market (3rd party
registry account)

Required in single

01.01.2024

Leipzig

TP_EPEX_01b

Release 017

- 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 Power Spot Contracts (contracts at the Day-Ahead and Intra-Day Markets) and Capacity Guarantees at EPEX SPOT SE in accordance with the Clearing Conditions of ECC.

The physical settlement of EPEX SPOT SE Power Spot Contracts and Capacity Guarantees of the French Capacity Market (CGFR) 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 and by ECC as equivalent acknowledged access to the market, where the respective product is being traded
- (c) proof of the capability for physical settlement
 - c.1 For Power Spot Contracts:
 - at the respective transmission grid by designating a balance area agreement with Amprion GmbH (Amprion), TenneT TSO GmbH (TenneT), TransnetBW GmbH (TransnetBW), 50Hertz Transmission GmbH (50Hertz), Verbund-Austrian Power Grid AG (APG), Réseau de Transport d'Electricité (RTE), swissgrid AG (swissgrid), Elia System Operator N.V. (ELIA), TenneT TSO B.V. (TENNET) and ELEXON.co.uk (ELEXON) respectively owned by a 3rd Party,
 - c.2 For Spot contracts in Capacity Guarantees:
 - at the registry for Capacity Guarantees operated by RTE by designating a registry account at said registry owned by a 3rd Party,
- and
- (d) the declaration of consent of the owner of the designated balance area agreement and/or registry account, 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 Spot Contracts according to the Clearing Conditions of ECC:

Setup	Change of Nomination Code ¹
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In case of already existing control areas please only mark the additional ones with a cross:

Day-Ahead Auction	Intraday Continuous / After-Market	Intraday Auction ²
DE Amprion	DE Amprion	DE Amprion <i>15min Intraday Auction</i>
DE Tennet (GER)	DE Tennet (GER)	DE Tennet (GER) <i>15min Intraday Auction</i>
DE TransnetBW	DE TransnetBW	DE TransnetBW <i>15min Intraday Auction</i>
DE 50Hertz	DE 50Hertz	DE 50Hertz <i>15min Intraday Auction</i>
AT APG	AT APG	AT APG <i>15min Intraday Auction</i>
FR RTE	FR RTE	FR RTE ³ <i>30min Intraday Auction</i>
CH Swissgrid	CH Swissgrid	CH Swissgrid <i>60min Intraday Auction</i>
BE ELIA	BE ELIA	BE ELIA <i>15min Intraday Auction</i>
NL TENNET (NL)	NL TENNET (NL)	NL TENNET (NL) <i>15min Intraday Auction</i>
GB ELEXON	GB ELEXON	GB ELEXON <i>30min Intraday Auction; 30min Day-Ahead Auction</i>

French Capacity

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_01a/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.

² 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.

³ with Go-Live of Pan-European Intraday Auctions (anticipated 13 June 2024) **FR Intraday Auctions** will be available for **DCP CMs** as well

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

Proof of capability for physical settlement

For Power Spot Contracts

The designated balance area agreement of a 3rd Party shall be used for physical settlement of our transactions in EPEX SPOT SE Power Spot Contracts. The owner of the designated balance area agreements will declare its consent:

Information regarding the designated balance area agreements	
Owner of the designated balance area agreement(s)	Name
	Address
	Contact person
	Telephone number
	VAT ID (only required for transactions in Capacity Guarantees)

Following 3rd Party balance area agreement should be used for physical settlement of our transactions in EPEX SPOT SE Power Contract:

Information regarding the balance area agreement				
Control areas ⁴		Delivery account (e.g. EIC Code/EAN Code)		
Amprion ⁵	DE-LU		TP02 Form sent to TSO (date):	
Tennet (GER) ⁵			TP02 Form sent to TSO (date):	
TransnetBW ⁵			TP02 Form sent to TSO (date):	
50Hertz ⁵			TP02 Form sent to TSO (date):	
APG	AT			
RTE	FR	RE_ _		
swissgrid	CH			
ELIA	BE			
TENNET (NL) ⁶	NL		SST Form sent to TSO (date):	
ELEXON ⁷	GB	Party ID:		
		Energy Account (P or C):		BSCP71 sent to TSO (date): (as agreed with Member Readiness)

The use of the balance area 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 _____

⁴ Multiple control areas can be selected.

⁵ By choosing Amprion, TenneT (GER), TransnetBW and/or 50Hertz as the Balance Area please fill in the **TP02** form ("Formblatt Börsenzulassung"). Please send the original copy directly to the respective TSO and a scan to MemberReadiness@ecc.de.

⁶ The respective authorization form for Single-Sided Transactions (SST) is preconditioned for the setup. Please contact TENNET (NL) for receiving the form and send the original copy directly to them.

⁷ To take part in trading in the UK a **C or P** account is needed. Buying and Selling is possible with both accounts equally. Please clarify with ELEXON directly which account type is relevant for you. Since all stock exchange transactions are nominated for you by the ECC (single-sided nomination) you are asked to fill in the **BSCP71** form. Please send the original copy directly to ELEXON **after** Member Readiness advised you to do so and a scan to MemberReadiness@ecc.de.

For Spot Contracts in Capacity Guarantees

The designated RTE registry account owned by a 3rd Party shall be used for physical settlement of our transactions in Capacity Guarantees. The owner of the designated RTE registry account will declare its consent.

Deliveries of Capacity Guarantees to the RTE registry account of ECC will be carried out from the below-mentioned registry account only.

Name of registry	
Name of registry	RTE
RTE Registry account ⁸	-
Owner of registry account	

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.

⁸ RTE account has to be owned by the balancing area owner mentioned at page 5

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 schedules nominated to the respective system operator 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. We recognize that the Single-Sided Transaction (SST) process for the market area TENNET (NL) will be performed according to the Electricity Act (System Code) together in good cooperation with ECC (especially about timing of permission by TENNET). This procedure serves to prevent mismatches between schedules nominated at the TSO and guarantees that the schedules nominated by ECC are binding. In the event of deviation from these procedures, any imbalances between the binding schedules nominated by ECC and the amount of electricity actually injected or withdrawn shall be borne by us, if such imbalances have been caused by us.
4. We recognize that the BSC procedure 71 – ECVNA Registration, Authorization and Termination at market area ELEXON – will be performed according to the Balancing and Settlement Code together in good cooperation with ECC (especially about timing of contacting ELEXON). This procedure serves to prevent mismatches between schedules nominated at the respective system operator and guarantees that the schedules nominated by ECC are binding. In the event of deviation from these procedures, any imbalances between the binding schedules nominated by ECC and the amount of electricity actually injected or withdrawn shall be borne by us, if such imbalances have been caused by us.
5. If the respective system operator rejects the schedules nominated by ECC for the physical settlement of our transactions in EPEX SPOT SE Power Spot Contracts, because we failed to provide the capability for physical settlement according to its terms and conditions, 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.
6. We assure that we will inform ECC immediately with regard to the loss of the proof of the capability for physical settlement. This shall apply especially in the case of the suspension or termination of a balance area agreement and/or the RTE registry account or in case of insufficient collaterals provided to the respective system operator.
7. If a Nordic TSO 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 way of a Clearing Circular without undue delay.
8. We hereby declare our consent with the forwarding of information by ECC regarding physical delivery to EPEX SPOT SE and to the affected transmission system operators and/or to RTE with regard to the designated RTE registry account, respectively.

9. We hereby authorize the affected transmission system operators and/or RTE with regard to the designated RTE registry account, respectively, to inform ECC with regard to the designated balance area agreement as well as about the status of our nominated schedules and deliveries and/or the designated RTE registry account.
10. 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 the designated balance area agreement(s) and/or the designated RTE registry account (3rd party)

1. We give our consent, that our balance area agreements and/or RTE registry account will be used for the physical settlement of the Trading Participant's transactions in Power Spot Contracts and/or Capacity Guarantees, in accordance with the Clearing Conditions of ECC and the rules and regulations of EPEX SPOT SE. We may revoke this consent at the end of a calendar month with a notice period of 7 business days.
2. The Applicant will be the sole party authorised to accept each transfer of Capacity Guarantees purchased by the Applicant in an auction conducted by EPEX SPOT SE or re-transfer of Capacity Guarantees not sold by the Applicant in an auction conducted by EPEX SPOT SE to our RTE registry account in accordance with the relevant provisions of the Clearing Conditions of ECC.
3. We recognize that the Single-Sided Transaction (SST) process will be performed according to the Electricity Act (System Code) together in good cooperation with ECC (especially about timing of permission by TENNET). This procedure serves to prevent mismatches between schedules nominated at the respective system operator and guarantees that the schedules nominated by ECC are binding.
4. We hereby confirm that we have completed the form "Authorisation form for Single-Sided Transactions" accordingly and forwarded to the respective system operator.
5. We recognize that in the case of mismatches between schedules nominated to the respective system operator 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.
6. If the respective system operator rejects the schedules nominated by ECC for the physical settlement of the Trading Participant's transactions in EPEX SPOT SE Power Spot Contracts, because we failed to provide the capability for physical settlement according to its terms and conditions, we will undertake appropriate actions to solve the cause of the rejection immediately after being informed.
7. We assure that we will inform ECC immediately with regard to the loss of the proof of the capability for physical settlement. This shall apply especially in the case of the suspension or termination of a balance area agreement and/or RTE registry account.
8. We hereby declare our consent for the forwarding of information by ECC regarding physical delivery to EPEX SPOT SE and to the affected transmission system operators and/or to RTE with regard to the designated RTE registry account.
9. We hereby authorise the affected transmission system operators and/or RTE with regard to the designated RTE registry account owned by us, respectively, to inform ECC with regard to our balance area agreement as well as about the status of our nominated schedules and deliveries and/or our RTE registry account.

10. 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 designated balance area agreement or our designated RTE registry account 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 the designated balance area agreements and/or designated RTE registry account **(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 designated balance area agreement(s) and/or the designated RTE registry account (3rd party)

We acknowledge, that our Non-Clearing Member will use a balance area agreement and/or RTE registry account of a 3rd party for the physical settlement of its transactions in Power Spot Contracts and/or Capacity Guarantees, 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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