

Trading Appendix 1

## **Definitions**

Nord Pool Spot Market

Obsolete

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Effective date: 15 December 2015

## **DEFINITIONS**

This document sets out the definitions of capitalized terms in the Trading Rules and the Clearing Rules (as defined below):

**Acceptance Ratio** means, in respect of a Block Order, the percentage at which such Block

is matched, being no less than the Minimum Acceptance Ratio and no

greater than 100 per cent.

**Account Holder** means a Member holding one or more Clearing Accounts for recording

of Clearing Transactions.

Advisory Board the Advisory Board is NPS' high level advisory board for all activities

related to the operations of NPS. Made up of power traders and industry

representatives, it reports to NPS' board of directors.

**Aggregated Collateral** 

Arrangement

means an arrangement whereby a Member who is a member of more than one Collateral Aggregation Market becomes subject to aggregated

Collateral Calls and posts Collateral on an aggregated basis.

All-or-Nothing Order means an Order that shall only be matched for the whole order volume

(until cancelled or otherwise withdrawn).

Applicable Law means the laws and regulations applicable under any applicable

jurisdiction, including any order or judgment or other decisions of any competent court or Regulatory Body in accordance with such laws or

regulations at the relevant place and time.

Auction

means the mechanism used in the Action Market for the submission of Orches and Lich ting the volume and Lich for electricity delivery and of the whin a periff of the region of the whin a periff of the region of the whin a periff of the region of the which are the region of the white which are the region of th

Balance responsible anty

Transmission System Operator and that balances its electricity balance through the national regulation power market or open electricity delivery of balance power from the Transmission System Operator, or in the Elbas Market.

**Bank Guarantee** 

means an on-demand guarantee provided to and accepted by NPS in respect of an Account Holder's obligations to NPS.

**Banking Day** 

means a day in which banks in Norway perform banking activities.

**Base Collateral** 

means the Collateral to be posted by or on behalf of a Participant or Clearing Customer in order to cover the overnight risks of NPS.

**Base Collateral Call** 

means NPS call for Collateral from a Participant or Clearing Customer in accordance with Section 8.2 of the General Terms of the Clearing

Rules.

Bid

means an Order to buy.

**Bidding Area** 

means a sub area of the Electricity Exchange Area defined by the TSOs. The Electricity Exchange area is divided into bidding areas in order to handle transmission constraints. Participants must make Orders according to where their production or consumption is physically connected in the grid thus specifying the bidding area for each Order.

**Block Order** means in the Elspot Market an "All Or Nothing Order" that, subject to

the Block Order Volume Limit, covers a minimum of three (3) consecutive hours defined by the Participant. In the Elbas Market an "All Or Nothing Order" covering one (1) or more consecutive hour(s).

The start and stop time of a block is defined by the Participant.

**Block Order Volume Limit** means the volume limit placed on each Block Order, as specified from

time to time in the Product Specifications.

**Buyer** means the party agreeing to purchase electrical energy under any

Transaction.

**Cash Account** means Pledged Cash Account or Non-Pledged Cash Account.

**Cash Collateral** means Collateral in the form of cash deposits to a Pledged Cash Account

or the Pledged Collateral Account, as the case may be.

**Cash Settlement** means Cash Settlement to be carried out between NPS and Members.

Cash Settlement Amount means the net cash amount calculated in accordance with Section

10.1.2 of the General Terms of the Clearing Rules.

Clearing means a clearing-by-novation process where NPS enters into a

Transaction as central counterparty and thus becomes Counterparty to

the Members.

**Clearing Account** means a Member's account(s) with the NPS for registration of

Transactions.

Clearing Day

Clearing Rules me ins NPS' rules for Sealement of Transaction

me in NPS rules for Selle lent of Transactions regulated in Appendix

means the Banking Dayson which a manetary settlement is carried out.

Client

means an entity that has entered into a valid and effective Client Agreement as well as an agreement with a Client Representative in accordance with which the Client Representative shall perform Trading for the Client's account and represent the Client towards NPS.

**Client Agreement** means an agreement made between a Client and NPS, substantially in

the form set out in Trading Agreement 2 to the Trading Rules, granting the Client (through a Client Representative) access to Trading on the

Physical Market.

**Client Representative** means a Participant that has the right to trade for its own account and

obligated to trade on behalf of its Clients.

**Clip** Each part of an Iceberg Order.

**Clip Price Change** Optional Order attribute. The price difference between the clips as they

become visible in the market. The price change may be positive (i.e. subsequent clips are entered at a higher price) or negative (i.e. subsequent clips are entered at a lower price). The system will not prevent illogical Clip Price Change, i.e. it will not prevent entering a Bid Order with a positive Clip Price Change and vice

versa for Ask Orders.

**Clip Size** means the size of a Clip to be traded.

**Collateral** means arrangements expressly accepted by NPS as security for a

> Member's obligations towards NPS, including cash deposits to a Pledged Cash Account or the Pledged Collateral Account and On-Demand Guarantees, and any security instrument accepted by NPS under an

Aggregated Collateral Arrangement with the Member.

**Collateral Aggregation** 

Market

means any market in which NPS acts as central counterparty and which is eligible for an Aggregated Collateral Arrangement, as notified by NPS.

means NPS's call for Collateral from a Participant or Clearing Customer **Collateral Call** 

in accordance with the Clearing Rules.

**Collateral Currency** means, with respect to a Member who is trading in multiple Trading

Currencies or that is party to an Aggregated Collateral Arrangement, such currency as is accepted by NPS as being the relevant currency for

the calculation of its Collateral Calls.

**Combination Order** means an order relating to several individual Series.

**Consumption Unit** is a resource which receives electrical energy for its own use; here

Transmission System Operators or distribution system operators are

not considered to be Consumption Units

**Contact Person** means a natural person appointed as a contact person in accordance

with the Trading Rules in respect of Trading.

**Contract Time** means the point in time where the Seller and the Buyer enter into a

legally binding Transaction. (Elbas)

Counterparty

**Definitions** 

Cleari the Participant and Customer entering into a rty in all Transactions. is suspended and/or

Decoupling or M Decoupling

means this document forming a joint appendix to the Trading Rules.

**Delivery** means the electricity amount to be delivered upon settlement of

Transactions as further provided for in Appendix 4.

**Delivery Day** means a continuous series of Delivery Hours which starts at 00:00 CET

> hours on a calendar day and ends at 24:00 CET hours on the same calendar day, so that the beginning of a Delivery Day coincides with the

time at the end of the previous Delivery Day.

**Delivery Hour** one clock hour within a Delivery Day.

**Delivery Period** a period consisting of one or more Delivery Hours

**Deviation Margin** means the price margins to be subtracted from or added to the relevant

Spread when dealing with Trading Errors, as further set out in the

Trading Rules.

**Elbas Area** means those areas into which the Elbas Market is divided in order to

remedy capacity constraints, if any, in the grid.

**Elbas Market** has the meaning ascribed to it in Section 1.1.2 (b) of the General Terms

of the Trading Rules.

**Elbas Market Regulations** means Trading Appendix 2b to the Trading Rules. **Elspot Area** means the same as Bidding Area but term is used when referred to the

Elspot Market.

**Elspot Price** means the price determined in respect of each Delivery Period as the

result of the Elspot Price Calculation

**Elspot Area Price** means the settlement price for the power traded in a specific Bidding

Area through the Elspot Market.

**Elspot System Price** the Elspot System Price is the price in those Elspot Areas that at the

> relevant time are included in the System Price calculation. Orders in other Bidding Areas can only influence the System Price up to the capacity limit towards Areas included in the System Price. The system price calculation is carried out by aggregating all biddings in one purchase-and one sales curve without considering potential capacity constraints between the relevant areas. The point of intersection

between the two curves establishes the Elspot System Price.

**Elspot Market** has the meaning ascribed to it in Section 1.1.2 (a) of the General Terms

of the Trading Rules.

**Elspot Market Regulations** means Trading Appendix 2a to the Trading Rules.

**Elspot Price Calculation** means the methodology for determining the Elspot Price and appropriate Energy Volume as specified in Section 4 of the Elspot

Market Regulations.

**Electricity Exchange Area** means the geographical Elspot or Elbas Areas in which NPS are entitled to organise Physical Markets and through agreements with TSOs has been allocated transmis on capacity by the planning phase in order to

tw en iose led to t el ctr Lity L Areas. **Energy Volume** n**s**the elivered during the relevant

er

relivery reriod(s), and shall unless otherwise specified be deemed expressed in MW. For Products spanning several Delivery Periods, the Energy Volume represents an equal and constant number during each

unit to

applicable Delivery Period.

**Energy Volume Limit** means the maximum Energy Volume applicable to an Order where such

designation is applicable.

**ETS** means a Market Operator's system(s) for electronic Trading from time

to time.

EU means the European Union as it exists from time to time.

Euro or EUR means the lawful currency of those Member States of the European

> Union that have adopted the single currency in accordance with the treaty establishing the European Community, as amended by the Treaty

on the European Union.

Alternative algorithm to be used for the Elspot Price Calculation in the **Fall-Back Algorithm** 

event of failure of the algorithm used for NWE Price Coupling.

**Fee Schedule** means as applicable the Trading Appendix specified as such in the Table

of Contents of the General Terms of the Trading Rules.

Fill Order means an Order in Elbas that may be matched for the full volume or

part of the volume.

Fill-or-Kill Order

means an Order that shall be immediately matched for the whole order volume or cancelled.

**Flexible Hourly Order** 

means an Order in the Elspot Market specifying which volume of electricity a Participant would be willing to buy or sell at a specified price in any Delivery Hour within the relevant Delivery Day.

**Force Majeure Event** 

means the occurrence of an event which (i) is outside the reasonable control of the affected party and (ii) which prevents such party from performing one or more of its obligations under the Trading Rules or the Clearing Rules and (iii) such event or the impact of such event on the party's performance of relevant obligation(s) could not reasonably have been overcome or have been prevented by such party within the time allowed for performance of the relevant obligation(s). For the purposes of this definition, acts of God or the public enemy, acts of a civil or military authority, terrorist or other criminal action, civil unrest, embargoes, fire, flood, labour dispute, unavailability or restriction of computer or data processing facilities, or unavailability or restriction of settlement systems or of bank transfer systems, shall normally be deemed to be outside the reasonable control of a party, provided that the party has otherwise acted with such prudence and care as could reasonably be expected of that party.

**Gate Closure** 

means the time before which Orders in the Elspot Market must be received by NPS in order to be valid, as specified in the Trading Schedule, currently 12:00 CET

**Generation Unit GW** (and **GWh**)

is a single electricity generation set, either on its own or together with other generation sets, comprising part of a Production Unit

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nd "C Vh" means the energy te of one (1) GW for the

**Hourly Order** 

means an Order in the Elspot Market where a Participant states volumes to buy or sell at different price levels in a set of Price Steps defined for a specific Delivery Hour. Each pair of price and volume is handled as a point on an Order Curve with linear interpolation between each pair.

**Iceberg Order** 

means an Order in the Elbas Market that has a partly hidden overall volume. Each part of the Iceberg Order is called a Clip. When the Order has been submitted, other Participants will only see the first Clip as a part of the total volume when the Order is submitted. When the first Clip is matched, the next Clip receives a new order number and time stamp.

Immediate-or-Cancel

means an Order that shall be immediately matched for as much of the order volume as possible and then cancelled.

**Intraday Trading Limit** 

means a trading limit that may be set by NPS for a Participant, based on the Account balance and the Collateral Posted.

KW (and KWh)

means one thousand (1,000) Watts, and "KWh" means the energy generated or consumed at a constant rate of one (1) KW for the duration of one (1) hour.

**Linked Block Order** 

means any Block Order which is designated as "linked" in the Trading System, the activation of which is subject to Section 4.2.4 of the Elspot Market Regulations. Sales and purchase blocks cannot be linked together.

Maintenance Period means a time period within Trading Hours during which the ETS is

closed for maintenance purposes, as may be specified in the Trading

Schedule or by prior written notice from the Market Operator.

Market Conduct Rules means the appendix specified as such in the table of contents of the

applicable Trading Rules.

Market Maker means a Participant that has undertaken to quote bids and offers in

certain Products in accordance with a Market Maker Agreement.

Market Maker Agreement means an agreement entered into between NPS and a Participant

appointing the Participant as Market Maker.

Market Maker Hours means the period during a Trading Day during which a Market Maker is

required to quote Orders in accordance with its Market Maker

Agreement.

Market Maker Spread means the maximum quotable net difference between bids and offers

for a Market Maker in accordance with the applicable Market Maker

to it in Section 10.1.2 of the Trading Rules -

Agreement.

Market Maker Volume means the minimum volume to be quoted by a Market Maker in

accordance with the applicable Market Maker Agreement.

**Market Operator** means NPS in relation to the Physical Market.

Market Surveillance means the organisational unit responsible for monitoring compliance

with the Market Conduct Rules on behalf of a Market Operator.

the Price

Material Non-Corpliand Event

Maximum Price I mit

Member means an entity that has entered into a valid an effective Participant agreement or Client Agreement for trading in NPS Physical Markets. The

price

notion includes Participants, Client representatives and Clients.

Minimum Acceptance Ratio means, in respect of any Block Order, the lowest Acceptance Ratio at

which such Block may be matched, being expressed as a per cent but

not exceeding 100 per cent.

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cal b

**Minimum Price Limit** Technical lower price limit in the Price Range.

MTS means a Market Operator's telephone and voice based system for

registration of Orders.

**MW** (and **MWh**) means one million (1,000,000) Watts, and "MWh" means the energy

generated or consumed at a constant rate of one (1) MW for the

duration of one (1) hour.

**Non-Compliance Event** has the meaning ascribed to it in Section 10.1.1 of the Trading Rules -

General Terms

Non Pledged Cash Account means an account established by a Participant in a Deposit Bank

approved by NPS, which shall be applied in connection with Cash Settlements towards NPS. A Non Pledged Cash Account will normally

have no Security Interest in favour of NPS attached to it.

Nord Pool Spot or NPS means Nord Pool Spot AS, a Norwegian company with reg. no 984 058

098 in the Norwegian Company Register.

**NWE Price Coupling** Price Coupling by and between certain power exchanges (including Nord

Pool Spot) and transmission system operators of, respectively, the CWE region, the Nordic/Baltic Region and the UK pursuant to the terms of

the NWE Day Ahead Operations Agreement.

**Offer** means an Order to sell.

On Demand Guarantee means a guarantee in favour of NPS for a predetermined amount

securing obligations of a Participant towards NPS.

**Open Supplier** means an entity that has entered into an agreement with a Participant

or a Client to cover the difference between the materialized consumption/sales and production/acquisition of the Participant or the

Client in the balance settlement

**Open Balance** means the net position in each Product Series registered in a Clearing

Account, which can either be positive or negative. A positive value identifies a purchase position in that Product while a negative value

identifies a sales position.

**Order** means a Bid or Offer for a Product or several Products that a Participant

validly registers in ETS.

**Order Price** means the price which the Buyer is willing to pay or the Seller is willing

to sell in relation to an Order, as applicable.

**Order Price Limit** means the maximum or minimum limit for the Order Price

Order Type means the method by which an Order shall be executed, e.g. Fill or All

or Nothing as applicable in relation to each Market.

Parent Undertaking sha has the meaning assigned to it in A side 12) of REMIT

Participant

Agreement. Clients are not comprised by the notion. Client

Representatives are comprised.

**Participant Agreement** means an agreement made between a Participant and NPS, substantially in the form set out in Trading Agreement A to the Trading

Rules, granting the Participant access to Trading on the Physical Market.

**Parties** means NPS or a Member.

Physical Market(s) means the market(s) operated by NPS for Trading of electricity

contracts with physical Delivery. The Physical Market consists of the Elspot Market and the Elbas Market, and the term "Physical Markets" shall be construed as a reference to more than one of the said Markets.

**Pledged Cash Account** means a pledged account established by a Participant in a Settlement

Bank approved by NPS and which shall be applied in connection with cash Settlements and Collateral (cash deposits) towards NPS. The

Pledged Cash Account is charged in favour of NPS.

**Pledged Collateral Account** means a pledged account established by a Participant in a bank approved by NPS and which shall be applied as Collateral (cash

deposits). The Pledged Collateral Account is charged in favour of NPS.

**Peak Load Reserves** power reserves that are offered by TSO's to the Elspot market under

certain circumstances as set out by NPS

**Related Underta** 

**REMIT** 

Price Area means any two or more Bidding Areas that have the same Elspot Area

Price in a specific hour.

**Price Coupling** means the mechanism whereby, with the goal of maximising Social

Welfare, the market clearing prices and net positions for different dayahead electricity markets are determined in a single step by reference

to physical hourly ATC and/or flow based capacities.

Price Range means a price range for an Auction set by NPS in accordance with

Section 2.3 of the Elspot Market Regulations.

**Price Report** means a statement from NPS to Participants in accordance with Section

6.1 of the Elspot Market Regulations.

**Price Step** means a pair of Order Price and Energy Volume values on an Order

curve in the Elspot Market between (and including) the upper and lower

Order Price Limits of the Order.

**Product** means any Product listed on the Physical Market, and references to a

single Product shall mean all Product Series which are classified as being

of the same type pursuant to the Product Specifications.

**Product Specifications** means the Trading Appendix 3.

**Production Unit** means a facility for generation of electricity comprised of more than one

Generation Unit

Regulatory Body means any competent department, agency, state or other political

subdivision having jurisdiction over the relevant entity in respect of the relevant matter.

sha have the meaning assigned to it in A ticle 113) of REMIT

of the Council of 25 October 2011 on wholesale energy market integrity and transparency

**Reopening**When, due to specific circumstances, Elspot is reopened for submission

of Orders after 12:00.

**Required Authorisations** means all governmental and other licences, authorisations, permits,

consents, contracts and other approvals (if any) that are required to enable a party to fulfil any of its obligations under the Trading Rules

and/or the Clearing Rules in accordance with Applicable Law.

**Roll Back Solution** The solution pursuant to which, in the event of any failure of NWE Price

Coupling, the systems and operational processes in place before the launch of NWE Price Coupling are re-activated in accordance with

agreed procedures.

**Seller** means the party agreeing to sell electrical energy under any individual

Transaction.

**SESAM Web** the internet based ETS which is offered and supported for Trading on

the Elspot Market by NPS.

**Settlement** means the process which by trades in the Markets are handled through

cash transactions.

**Settlement Bank** means a bank which has entered into a Settlement Bank Agreement

with NPS. A list of Settlement Banks is available from NPS.

**Settlement Day(s)** 

means the Day(s) specified in the Product Specification when the relevant Cash Settlement shall take place for a Product Series.

Social Welfare

means a quantification to assess the potential implications of alternative policy options, including a consideration of the additional economic benefit or cost, defined as the sum of the additional individual benefits and costs which are expected to be accrued due to the implementation of the respective policy options compared to the status quo.

**Spread** 

means the price range as defined by the best Bid price and Offer price in a Product Series registered in ETS at any point in time.

**SWIFT** 

means the Society for Worldwide Interbank Financial Telecommunication (or any successor provider of such telecommunication services). References to any type of message transmitted through SWIFT shall include such type of message as the Clearinghouse deems appropriate and instructs, pursuant to the arrangements for the time being in force between Account Holders and the Clearinghouse or its bankers for the transmission and receipt of SWIFT messages, and references shall include such SWIFT message type as modified, replaced and/or renumbered by SWIFT from time to time.

**Table of Contents** 

means the part of the Trading Rules which is specified as such and lists the general contents of the applicable rulebook.

**Tick Size** 

means the tick size specified in the Product Specification. The price of an Order placed in the Trading System must be divisible by the Tick Size, for different Trading Currencies of fferent Tick sizes can apply.

**Trade Lot** 

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ur e of each Poduct as specified for the he volume or each order placed in the Trading in the Jie and Lot

**Trader** 

means a natural person authorised to conduct Trading on behalf of a Participant in accordance with the applicable Trading Rules.

Trading

means the process of entering into a Transaction on a Physical Market by submitting Orders.

**Trading Currency** 

means one or several currencies approved by NPS in which a Participant or a Clearing Customer wishes to carry out Orders and Trading.

Trading Day(s)

means the calendar day(s) when a Market is open for Trading.

**Trading Desk** 

means the personnel operating the ETS in the Elspot Market and Elbas Market

**Trading Error** 

means any action or non-action resulting in an erroneous Transaction.

**Trading fee** 

means the annual fee and the volume dependent fee charged for Trading in the Markets.

**Trading Hours** 

means the period of time during a Trading Day when the relevant Product Series is open for Trading, as further determined by the Market Operator as specified in the relevant Trading Schedule.

**Trading Party** 

means the holder of a Settlement Account in the name of whom the Transaction is entered into.

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**Trading Portfolio** 

means a set of Transactions entered into by a Participant, and which is assigned to its associated Settlement Account. Trading Portfolios are operated and maintained by the NPS

**Trading Price** 

means the delivery price that is agreed to in a Transaction.

**Trading Responsible** 

means a person appointed by the Participant to be responsible for the Participants Trading and to act as a contact person for NPS with regard to trading in NPS Physical Markets.

**Trading Rules** 

means the rules issued by NPS at any time to govern Trading on the Physical Markets, including the Trading Appendixes and the Trading Agreements.

**Trading System** 

means the ETS as operated by a Market Operator from time to time.

**Transaction** 

means an agreement between two parties to conclude one or several Contracts in one or several Products, irrespective of the form or format used to facilitate such agreement.

**Transaction Confirmation** 

means the confirmation of a Transaction from NPS through the Trading System.

**Transaction Information** 

means the aggregated[, anonimised] information on Orders and Transactions registered with or called in or reported in the Trading System, in whatever format, including all copyrights, trade secrets, database rights and other proprietary rights pertaining to such information. Notwithstanding the generality of the foregoing, the term Transaction Information hall be deemed to include Daily Closing Prices s, the other\_index olun⁄ net\_\_alances\_of open positions and 1 Ort rans al value ctions. frq nd

Transaction Time

me insithe point in time where the Sillel and the Buyer enter into a regally binding Transaction

**Transaction Volume** 

means the volume of a single Transaction, expressed in the applicable volume unit of the Product (e.g. in MW).

**Transmission System Operator** or **TSO** 

means an entity responsible for operating, ensuring the maintenance of and developing the transmission system.

TW (and TWh)

means one trillion (1,000,000,000,000) Watts, and "TWh" means the energy generated or consumed at a constant rate of one (1) TW for the duration of one (1) hour.

Value Added Tax or VAT

means any value added tax or tax analogous thereto imposed in any relevant jurisdiction , or any replacement or other tax levied by reference to value added to a Transaction, but excluding any statutory late payment interest or penalties.

**Violation Charge** 

means the fee that NPS may impose in the event of a breach of the Market Conduct Rules.

W or Watt

means watt(s), a unit of energy equal to one (1) joule (J) of energy per second under the SI (International System of Units) system of measurement units.

Wh

means watt-hour(s), and one (1) "Wh" shall be construed as a unit of energy equal to the energy generated or consumed at a constant rate of one (1) Watt for the duration of one (1) hour, or 3,600 joules of energy.

## Obsolete