



Trading Agreement 8

Agreement on Disclosure of Information from Parent Company

Obsolete

[Name of Member]

[Name of Parent Company]

Nord Pool Spot AS

AGREEMENT ON DISCLOSURE OF INFORMATION FROM PARENT COMPANY

Notice

Please ensure that this document when executed does not contain any square brackets, footnotes, explanatory notes etc except those which are intended to remain in the document (if any). Please initial each page in the bottom right hand corner, and ensure that signatures are by duly authorised persons.

entered into among

[Insert name of Member], with reg. no. **[insert registration number]** in the [insert home state] Company Register (the “**Member**”);

[insert company name of Parent], with reg. no. **[insert registration number]** in the [insert home state] Company Register (the “**Parent**”);

and

Nord Pool Spot AS, a Norwegian limited company with reg. no **984 058 098** in the Norwegian Company Register (“**NPS**”).

The Member, Parent and NPS are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

1 GENERAL

- 1.1 NPS operates the Physical Market(s) as described in the Trading Rules.
- 1.2 The Member has entered into this agreement about to enter into a Participant Agreement/Client Agreement with NPS.
- 1.3 Pursuant to the Participant Agreement/Client Agreement and/or the Trading Rules the Member is obliged to provide NPS with all information relevant for maintenance of the Trading Rules, such as, *inter alia*, its construction, audition and consumer results as well as production results within the Group.
- 1.4 The Parent owns [all / [] %] of the shares in the Member.
- 1.5 The Parent and/or other companies within the Group hold consumer facility(ies) and production facility(ies) and is privy to the information that may be requested by NPS under the Participant Agreement/Client Agreement and/or the Trading Rules.
- 1.6 This agreement includes additional provisions regarding Trading and supplements the relevant membership agreements with the Member and the Trading Rules.

2 INTERPRETATION

- 2.1 Terms and expressions defined in the Definitions of the Trading Rules (Trading Appendix 1 to the Trading Rules) shall have the same meaning when used in this agreement, and any principles of interpretation of the Trading Rules shall apply accordingly to this agreement. In addition, the following terms shall have the meaning ascribed to them below:
 - a. “**Group**” means the Member, any entity controlled by the Member, any entity that controls the Member as well as any entity under common control with the Member.
 - b. “**Trading Rules**” means the rules issued by NPS at any time to govern Trading on the Physical Markets, including the Trading Appendices and the Trading Agreements.
- 2.2 In the event of conflict with the Trading Rules this agreement shall prevail.

3 UNDERTAKING TO PROVIDE INFORMATION – DISCLOSURE TO MARKET

- 3.1 The Parent shall, upon request by the Member, provide the Member with information requested by NPS pursuant to the Participant Agreement and/or the Trading Rules within the time limits stated by the Member.
- 3.2 The Parent accepts that the Member shall forward such information to NPS and that NPS may, to the extent required, disclose such information to the market.
- 3.3 The Parent shall provide the requested information free of charge and without any other form of compensation.

4 CHANGES TO THE AGREEMENT

- 4.1 Amendments to this agreement require written agreement of all Parties.
- 4.2 Notwithstanding section 4.1, NPS may amend the Trading Rules in accordance with the provisions thereof.

5 TERM AND TERMINATION

- 5.1 This agreement shall take effect from **[insert date]**
- 5.1.1 This agreement shall remain in force as long as the Parent remains a parent company of the Member.
- 5.1.2 In the event that the Member Agreement/Client Agreement is terminated this agreement shall terminate on the same date as the Member Agreement/Client Agreement.

6 MISCELLANEOUS

6.1 Notices.

- 6.1.1 Any notice required to be given under this agreement or the Trading Rules by the Member shall be given by authorized representatives and in writing to authorized representatives of NPS, unless as otherwise prescribed in the Trading Rules.

6.2 Entire agreement

- 6.2.1 This agreement and the Trading Rules contain the whole agreement between NPS, the Parent and the Member relating to the subject matter of this agreement and the Trading Rules and supersede any previous arrangement, understanding or agreement between them relating to that subject matter.
- 6.2.2 Each Party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty other than as expressly set out in this agreement and the Trading Rules.
- 6.2.3 Nothing in this Section 6.2 shall limit or exclude any liability for fraud.

6.3 Severability.

- 6.3.1 In the event that any one or more provisions of this agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

6.4 Assignment.

- 6.4.1 The Member or Parent may not transfer, novate or assign this agreement or its rights under the Trading Rules without the prior written consent of NPS.

6.5 Counterparts.

- 6.5.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

6.6 **Waiver.**

6.6.1 No failure or delay by a Party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy.

7 CHOICE OF LAW AND DISPUTE RESOLUTION

7.1 This agreement shall be governed by, construed and take effect in accordance with Norwegian law.

7.2 The Norwegian courts shall have exclusive jurisdiction to settle any claim, dispute or difference that may arise out of or in connection with this agreement, including any question as to its existence, validity or termination.

7.3 Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any proceedings in the Norwegian courts and any claim that any such proceedings have been brought in an inconvenient forum, and further irrevocably agrees that a judgement in any proceedings brought in the Norwegian courts shall be conclusive and binding upon such Party and may be enforced in the courts of any other jurisdiction in accordance with the enforcement law of that jurisdiction.

7.4 [*For foreign Parents:* Without prejudice to any other mode of service allowed under any relevant law, the Parent:

- a. irrevocably appoints the Member as its agent for service of process in relation to any proceedings before the Norwegian courts in connection with this agreement; and
- b. agrees that failure by the process agent to notify the Parent of the process will not invalidate the proceedings concerned.]

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IN WITNESS OF THEIR AGREEMENT each Party has caused its authorised representative to execute this agreement effective as of the date of signature by all Parties.

This agreement has been made in three (3) originals, and each Party keeps one (1).

For and on behalf of [Name of Member]

Signature

Name and title (printed letters)

Date:

For and on behalf of [Parent]

Signature

Name and title (printed letters)

Date:

For and on behalf of Nord Pool Spot AS

Obsolete

Signature

Name and title (printed letters)

Date:

SIGNATURES

Authorised signatures are required in order to effectuate this Agreement on Disclosure of Information from Parent Company.
Authorised signatures are by person(s) having general signing authority.