

Trading Appendix 2b

Elbas Market Regulations

Nord Pool Spot Physical Market

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Effective from: 18 February 2013

ELBAS MARKET REGULATIONS

1. INTRODUCTION

- 1.1.1 The Elbas Market is a market for continuous Trading of Products during Trading Hours where Transactions are matched automatically when concurring Orders are registered in the ETS. Transactions may be made up to one hour prior to delivery.
- 1.1.2 These Elbas Market Regulations contain detailed provisions on Orders and Transactions in the Elbas Market and are part of the Trading Rules.
- 1.1.3 The Products tradable in the Elbas Market and their applicable Trading Hours are listed in the Product Specifications.

2. ORDERING

2.1 Quoting

- 2.1.1 Orders may only be of the Order Types allowed by the Product Specifications, and must relate to a specified Product.
- 2.1.2 The Order Prices shall denote the price in Euro per MWh. For example, an Order quoting 22.60 means that the Order Price is Euro 22.60 per MWh.
- 2.1.3 The Order Volume denotes the maximum volume to be bought or sold in MWh.
- 2.1.4 An Order shall specify the following in order to be valid:
 - a. The Participant making the Order;
 b. Whather the Order a Bidder an Office.
 c. The applicable order type.
 d. The applicable operact and
 - e. The applicable Energy Volume Limit (in MW);
 - f. The applicable Order Price Limit (in Euro/MWh); and
 - g. If applicable and/or desirable: Any additional information as mandated and/or allowed by (i) the Trading Rules (including the Market Conduct Rules) and/or (ii) the prevailing functionality of the ETS.
- 2.1.5 An Order shall be valid from the time of registration in accordance with this Section 2, and until it is matched, cancelled or amended as specified in Sections 2.3 or 3, or has expired as specified in the Order.

2.2 Ranking of Orders

- 2.2.1 Orders are ranked as follows:
 - a. Orders are ranked in order of Order Price.
 - b. Orders with the same Order Price are ranked based on which Order was registered first in ETS.
- 2.2.2 Block Orders that can not be matched may be by-passed by lesser ranked Orders that can be matched.

2.3 Registration of Orders and Matching

2.3.1 Orders shall be submitted to NPS through the ETS. Transactions are matched automatically as soon as concurring Orders are registered in ETS. Transactions resulting from Orders being matched in the ETS are automatically and mandatory registered for

Settlement.

- 2.3.2 Amendments to or cancellations of an Order in the ETS becomes effective when registered in ETS, provided that the Order has not been matched in accordance with Section 2.3.1 by the time of registration of the amendment or cancellation.
- 2.3.3 In situations where ETS is not working properly or is not accessible to the Participants, NPS may in its sole discretion approve that the Participant may call in its Orders, or changes to or cancellations of Orders as further set out in the General Terms of these Trading Rules.
- 2.3.4 In the case of a general suspension of Trading, all Orders in ETS will automatically be inactivated. With the return to normal operations, Participants will have to re-activate all orders from their inactive state. Orders which are not re-activated by the end of the relevant Trading Day will be removed.
- 2.3.5 The Open Balance in the Product shall be delivered in the main grid in the Elbas Area where the Account Holder is registered under the rules for balance settlements of the Transmission System Operator in the particular area.

3. TRADING ERRORS

- 3.1.1 Participants who wish to cancel a Transaction as a result of a Trading Error must notify a request for cancellation to the MTS as soon as possible and no later than five (5) minutes after Contract Time for the relevant Transaction.
- 3.1.2 No claim of a Trading Error can be invoked in relation to a Transaction and any claims for a Trading Error shall be void
 - a. if the claim is made later than the deadline set out in Section 3.1.1;
 - b. if the claims reade terms twenty (20) is the poor common Trading for the approable fool it
- 3.1.3 Upon receipt of a cancellation request in accordance with Section 3.1.1, the following procedures shall apply:
 - a. NPS will on a best effort basis and at its sole discretion determine a reasonable market reference price for the relevant Product Series at Contract Time of the relevant Transaction. The market reference price shall be determined based on information available to NPS, including
 - (i) the transaction price of the previous transaction for the relevant product;
 - (ii) the Orders registered in the ETS;
 - (iii) volatility;
 - (iv) the price in Transactions concluded close to Contract Time of the relevant Transaction.
 - (v) if there is limited trading information available in the ETS; any other market information that NPS considers relevant to determine a fair market reference price for the relevant product.
 - b. From the market reference price determined by NPS in accordance with letter (a) above, NPS will add Deviation Margins of +/- 50% (fifty per cent) to the market reference price.
 - c. If the Contract Price in the relevant Transaction is outside of the Deviation Margins,

the relevant Transaction will be cancelled by NPS. Any cancellation is subject to availability of transmission capacity in case cross-border trades are involved.

- 3.1.4 NPS reserves the right, even if the condition in section 3.1.1-3.1.3 are met, to reject a request for cancellation if for technical or operational reasons NPS is not able to effectively cancel the transaction.
- 3.1.5 NPS may, if it is of the opinion that a Contract Price of a Transaction is outside the Deviation Margin, initiate a consultation process with the parties involved. Section 3.1.3 applies accordingly to such proceedings.
- 3.1.6 If the other party to the Transaction is a participant in an Elbas area operated by another market operator/power exchange than NPS, the Transaction can only be cancelled with the agreement from the other party independent of whether the complaint is in accordance with Sections 3.1.1.–3.1.2.
- 3.1.7 The parties to the relevant Transaction will remain anonymous to each other during discussions as set out in this Section 3.
- 3.1.8 Upon successful cancellation NPS will notify the market through market message in the ETS that the transaction has been cancelled.
- 3.1.9 NPS shall within fifteen (15) minutes from the registration of a Transaction in ETS cancel all Transactions which are discovered to include registration errors of NPS, whether by negligence or otherwise. NPS shall immediately notify the market through the ETS that the Transaction has been cancelled, and register a new Transaction on the correct terms.
- 3.1.10 A service fee, specified in NPS' price list, will be charged for any cancellation requests made to NPS regardless of whether the request leads to the cancellation of a transaction or not.

4. SUSPENSION OF TRADING

- 4.1 NPS may suspend Trading in ETS and MTS if NPS deems necessary, including if there are technical errors or maintenance in ETS or disturbances in the electricity systems.
- 4.2 NPS shall to the extent possible inform Participants of suspensions.
- 4.3 All Orders in ETS will automatically be inactivated before ETS is reopened, but will remain stored in the ETS to the extent this is technically possible applying commercially reasonable efforts.

5. ELECTRICITY SHORTAGE SITUATIONS

- 5.1 NPS may in a national electricity shortage situation as defined by the relevant TSO, suspend the Trading and/or cancel one or several Orders or Transactions.
- 5.2 NPS shall immediately after the receipt of information of the disturbance by the TSO, notify the Participants of the estimated durations by electronic notice in ETS or by other means NPS finds suitable.
- 5.3 Disturbance situations in the electricity systems involving single parties shall not have an effect on fixed electricity delivery obligations or Transactions concluded on NPS. The Party shall, despite a disturbance situation, fulfill its obligations towards NPS. The consequences of a disturbance situation shall remain to be cleared between the party and possibly the originator of the disturbance as well as the Open Supplier of the party.
- 5.4 Trading in Elbas shall be kept open even if there are disturbance factors in the electricity systems affecting the transfer, consumption or production of electricity by a single party.
- 6.1 NPS shall continuously throughout welly Training Dry, supply Participants with information of all Orders and bran actions legisters Lin LVS in the apply your basis. Such Transaction Information will be made available through ETS and such other information facilities as NPS in its sole discretion decides, and consideration for such information is included in the membership fees.
- 6.2 The Transaction Information shall include information on prices and volumes of Orders and Transactions, the ranking of Orders, the time at which a Transaction was concluded and any cancellations or amendments of Transactions.

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