

# **Agreement on Disclosure of Information from Parent Company**

**[Name of Member]**

**[Name of Parent Company]**

**Nord Pool AS**

This **Agreement on Disclosure of Information from Parent Company** (the “**Agreement**”) is made the day of \_\_\_\_\_ 20[ ]

**BETWEEN:**

This **Agreement on Disclosure of Information from Parent Company** (the “**Agreement**”) is made the day of \_\_\_\_\_ 20[ ]

[**Insert Name of MEMBER**], a company incorporated under the laws of [*insert state*], having its registered office at [*insert registered address*], registered in the [*insert name of register*] with the number [*insert registration number*];

(the “**Member**”);

[*insert name of Parent*], a company incorporated under the laws of [*insert state*], having its registered office at [*insert registered address*], registered in the [*insert name of register*] with the number [*insert registration number*] (the “**Parent**”);

and

**NORD POOL AS**, a company incorporated under the laws of Norway having its registered office at Vollsveien 17B, Postboks 121, 1325 Lysaker, Norway and registered in the Register of Business Enterprises with the number 984 058 098 (“**Nord Pool**”)

each a “**Party**”, together the “**Parties**”.

## 1. GENERAL

- 1.1 Nord Pool operates the Physical Market(s) as described in the Rulebook.
- 1.2 The Member has entered into or is about to enter into a Participant Agreement/Client Agreement with Nord Pool.
- 1.3 Pursuant to the Participant Agreement/Client Agreement and/or the Rulebook the Member is obliged to provide Nord Pool with relevant information, including information regarding its incorporation, auditing information and 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 Nord Pool under the Participant Agreement/Client Agreement and/or the Rulebook.
- 1.6 This Agreement includes additional provisions regarding Trading and supplements the relevant membership agreements with the Member and the Rulebook.

## 2. INTERPRETATION

- 2.1 Terms and expressions defined in the Definitions of the Rulebook shall have the same meaning when used in this Agreement, and any principles of interpretation of the Rulebook 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. "Rulebook" means the rules issued by Nord Pool at any time to govern Trading on the Physical Markets, including its Schedules and the agreements entered into in accordance with the Rulebook.

2.2 In the event of conflict with the Rulebook 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 Nord Pool pursuant to the Participant Agreement/Client Agreement and/or the Rulebook within the time limits stated by the Member.
- 3.2 The Parent accepts that the Member shall forward such information to Nord Pool and that Nord Pool 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, Nord Pool may amend the Rulebook 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 Participant Agreement/Client Agreement is terminated this Agreement shall terminate on the same date as the Participant Agreement/Client Agreement.

### **6. MISCELLANEOUS**

#### **6.1 Notice**

Any notice required to be given under this Agreement or the Rulebook by the Member shall be given by authorised representatives and in writing to authorised representatives of Nord Pool, unless as otherwise prescribed in the Rulebook.

#### **6.2 Entire agreement**

- 6.2.1 This Agreement and the Rulebook contain the whole agreement between Nord Pool, the Parent and the Member relating to the subject matter of this Agreement and the Rulebook 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 Rulebook.

6.2.3 Nothing in this Section 6.2 shall limit or exclude any liability for fraud.

### **6.3 Severability**

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**

The Member or Parent may not transfer, novate or assign this Agreement or its rights under the Rulebook without the prior written consent of Nord Pool.

### **6.5 Counterparts**

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**

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 [ • ] law.

7.2 The [ • ] 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 [ • ] 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 [ • ] 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 [ • ] 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.]

\* \* \*

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]**

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Signature

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Name and title (printed letters)

Date:

**For and on behalf of [Parent]**

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Signature

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Name and title (printed letters)

Date:

**For and on behalf of Nord Pool AS**

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Signature

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Name and title (printed letters)

Date: