

# **Netting of Collateral Call Agreement**

**[Name of Participant]**

**Nord Pool AS**

**NORD  
POOL**

This **Netting of Collateral Call Agreement** (the “**Agreement**”) is made the day of \_\_\_\_\_ 20[ ]

**BETWEEN:**

**[Insert Name of PARTICIPANT]**, 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 “**Participant**”);

**[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]*;

**[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]*;

hereinafter individually referred to as a “**Group Member**” and collectively the “**Group Members**”

and

**NORD POOL AS**, a company incorporated under the laws of Norway with a company number 984 058 098 whose registered office is at Vollsveien 17B, Postboks 121, 1325 Lysaker, Norway (“**Nord Pool**”).

The Group Members and Nord Pool are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

## **1. GENERAL**

- 1.1 Nord Pool operates the Physical Market(s) as described in the Rulebook.
- 1.2 The Group Members form a company group, meaning that each Group Member is either controlled by another Group Member or controls the other Group Member or is under common control with the other Group Member.
- 1.3 The Participant has requested that Nord Pool enter into an agreement with the Group Members regarding netting of the Collateral Call which the Group Members are required to cover pursuant to the Rulebook. Such netting of Collateral Call in Nord Pool’ Physical Market(s) is offered to a Group on the terms and conditions of this Agreement.
- 1.4 This Agreement supplements the relevant membership agreements with the Group Members, as well as 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 also in interpreting this Agreement.

2.2 In the event of conflict with the Rulebook this Agreement shall prevail.

### **3. NETTING OF COLLATERAL CALL AND SET OFF**

3.1 Nord Pool shall, when stipulating the collateral requirements for trading in Nord Pool Physical Market(s), carry out netting of transactions so that the transactions of individual Group Members shall be set off against each other. The Participant shall thereafter post collateral which has been stipulated for the netted Collateral Call for the Group.

3.2 Should the Participant not meet the collateral requirements stipulated by Nord Pool, one (1) or all of the other Group Members shall fulfil the Participant's obligations towards Nord Pool.

3.3 In the event of a breach by one Group Member (other than the Participant) of any obligation under the transactions included in the netting, the Participant shall cover all obligations such Group Member may have towards Nord Pool.

3.4 In the event of the Participant or any other Group Member is in default of its obligation to provide collateral Nord Pool has the right to withhold settlement to any and all Group Members and set off payments to one Group Member against a claim against another Group Member regardless of which of the Group Members is in default.

### **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]**

5.2 Any Party may terminate this Agreement with three (3) months written notice to the other Parties. If the terminating Party is a Group Member other than the Participant, this Agreement shall remain in force in respect of the Participant and the remaining Group Members.

5.3 Notwithstanding clause 5.2:

- (i) this Agreement shall terminate immediately in respect of a Group Member(s) who no longer is/are a part of a company group as described in clause 1.2;
- (ii) in the event that the Participant Agreement is terminated in respect of any Group Member, this Agreement shall terminate in respect of such Group Member on the same date as the relevant Participant Agreement.

### **6. MISCELLANEOUS**

- 6.1 **Notices.** Any notice required to be given under this Agreement or the Rulebook by the Members 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.** This Agreement and the Rulebook contain the whole agreement between Nord Pool and the Members 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. 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. 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 Participant and the other Members 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 judgment 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.

\* \* \*

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

This Agreement has been made in *[insert number of originals to be issued according to the number of Parties to this Agreement]*, and each Party keeps one (1).

**For and on behalf of [Insert company Name of Participant],**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and title (printed letters)

Date:

**For and on behalf of [insert Member name]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and title (printed letters)

Date:

**For and on behalf of [insert Member name]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and title (printed letters)

Date:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and title (printed letters)

Date: