IFA Participation Agreement Formatted: Font: Bold Condensed by This Participation Agreement is made on the 20 day of between Condensed by National Grid Interconnectors Limited a company registered in England and Wales with company number 3385525 whose registered office is at 1-3 Strand, London, WC2N 5EH, United Kingdom Condensed by (("NGIC);"); Condensed by RTE Réseau de Transport d'Electricité a French société anonyme whose registered office is at Tour Initiale, 1 terrasse Bellini, TSA 41 000, 92919 La Défense Cedex, France and with Commercial Condensed by Register in Nanterre number 444619258 ("RTE") Formatted: Font: Bold NGIC and RTE (being the joint operators of the Interconnexion France-Angleterre ("IFA")), hereinafter referred to as scale: 100% the "Allocation Platform" and Formatted: Font: Bold Condensed by hereinafter referred to as the "Registered Participant" Condensed by referred to individually as a "Party" or together as the "Parties" in relation to the IFA. Condensed by The Parties agree as follows: Condensed by Condensed by Formatted Formatted Article 1 – Declarations of the applicant Formatted With effect from the date of execution of this Participation Agreement including the duly 1. Formatted completed Attachment, the Registered Participant declares that it has full and complete knowledge of the "Allocation Rules for Forward Capacity Allocation", including the IFA specific Formatted Annex-13 thereto (hereinafter referred to as the "IFA Annex") (those allocation rules, including Formatted the IFA Annex, hereinafter referred to as the Allocation Rules) which are published on the Formatted websites of National Grid and RTE and the Access Rules relating to the IFA also published Formatted on the websites of National Grid and RTE (hereinafter referred to as the IFA Access Rules), as amended from time to time. Formatted The Registered Participant unconditionally accepts the Allocation Rules and the IFA Access Formatted 2. Rules, including the Information System Rules, as published by the Allocation Platform as a Formatted whole including future amendments. Formatted 3. The Registered Participant warrants to the Allocation Platform at the time of entering into this Participation Agreement and on a continuing basis that: Formatted a. the information set out in the Attachment is true accurate and complete in all respects; Formatted the Registered Participant will not by entering into this Participation Agreement or b.

- b. the Registered Participant will not by entering into this Participation Agreement or acquiring rights under the Allocation Rules or the IFA Access Rules infringe any antitrust or competition legislation or any undertaking or other obligation arising under any anti-trust or competition legislation;
- c. in the case of a Registered Participant that is not a natural person, it is duly incorporated and validly existing under the laws of its country of incorporation;
- d. the Registered Participant has full power and authority to enter into and perform this Participation Agreement and exercise rights under the Allocation Rules and the IFA Access Rules and all necessary action has been taken by it to authorise entry into and

Formatted: Not Expanded by / Formatted: Left, Indent: Left: 0 cm, Right: 0 cm, Space Before: 0.3 pt Formatted: Font: Bold, Character Formatted: Indent: Left: 0 cm, Right: 0 cm, Space Before: 0.3 pt Formatted: Not Expanded by / (<u>...</u> (... <u>...</u> (... (... (... (... (... (... (.... (... Formatted: Character scale: 100% (... (... Formatted (... Formatted (... Formatted (... Formatted: Font: Not Bold Formatted (... Formatted Formatted: Footer

IFA Participation Agreement

performance of this Participation Agreement and any rights under the Allocation Rules and the IFA Access Rules;

- this Participation Agreement and rights acquired under the Allocation Rules and the IFA Access Rules constitutes its legal, valid and binding obligation, enforceable against it in accordance with their respective terms;
- f. the Registered Participant is <u>not</u> insolvent and that it <u>has no knowledge of any</u> possible insolvency proceedings that may be brought against it in the immediate future.
- 4. If any of the above ceases to be true with regard to the Registered Participant at any time prior to termination of this _Participation _Agreement, _the Allocation _Platform can _terminate_this Participation Agreement for thwith on written notice to the Registered Participant.

Article 2 - Entry into force and term

1

- This Participation Agreement shall, subject to execution by the Allocation Platform enter into force on the date hereof and is conditional on the Registered Participant having provided evidence satisfactory to the Allocation Platform of:on the date hereof.
 - a. its accession to a Use of System Interconnector Agreement with National Grid Electricity Transmission (NGET) and the Framework Agreement established under the Connection and Use of System Code (CUSC):
 - its accession to the Framework Agreement as defined in the Balancing and Settlement Code (BSC); and
 - its ontry into an Accord do Participation with RTE.
- 2. Each Party undertakes with the other Party to comply with and to perform its obligations in accordance with and subject to the Allocation Rules and the IFA Access Rules.
- 3. This Participation Agreement is valid for an indefinite period of time and can only be suspended or terminated in accordance with Article 1(4) of this Participation Agreement or as provided for in the Allocation Rules or the IFA Access Rules (together, the "Rules") and suspension or termination shall be effective for the purposes of suspending or terminating this Participation Agreement in relation to both of the Rules.

Article 3 - Framework contract

The Participation Agreement creates a framework contract between the Allocation Platform and the Registered Participant for the allocation and use of Transmission Rights and the option to nominate such Transmission Rights pursuant to the Allocation Rules and -the- IFA -Access Rules. The Parties are -entering into this- Participation Agreement for the purposes of giving effect to and binding themselves to the Allocation Rules insofar as they relate to the IFA and the IFA Access Rules.

The exercise by the Registered Participant of any right to nominate Transmission Rights allocated pursuant to the Allocation Rules and/or IFA Access Rules shall be entirely conditional on the Registered Participant providing evidence satisfactory to the Allocation Platform of:

- a. its accession to a Use of System Interconnector Agreement with National Grid Electricity Transmission (NGET) and the Framework Agreement established under the Connection and Use of System Code (CUSC):
- b. its accession to the Framework Agreement as defined in the Balancing and Settlement Code (BSC) together with full details of the Production and Consumption Interconnector BM Units registered to the Registered Participant under the BSC, and;
- c. its entry into an Accord de Participation with RTE.

The agreements referenced at a), b) and c) above shall be collectively referred to as the "Agreements".

A	Formatted: Expanded by 0.1 pt	
ľ	Formatted: Expanded by 0.05 pt	
l	Formatted: Not Expanded by /	
	Condensed by	
ł	Formatted: Expanded by 0.05 pt	
ļ	Formatted: Expanded by 2.75 pt	
Å	Formatted: Expanded by 2.25 pt	
Å	Formatted: Expanded by 2.4 pt	
1	Formatted: Expanded by 2.4 pt	
1	Formatted: Expanded by 2.6 pt	
1	Formatted: Expanded by 2.75 pt	
-	Formatted: Not Expanded by /	
	Condensed by	
	Formatted: Expanded by 2.4 pt	
ľ	Formatted	(
	Formatted	(
l	Formatted	(
ļ	Formatted	(
ļ	Formatted	(
ļ	Formatted	(
4	Formatted	(
	Formatted	(
1	Formatted	(
	Formatted	(
	Formatted	(
	Formatted	(
Ì	Formatted	(
	Formatted	(
ļ	Formatted	(
ļ	Formatted	(
ł	Formatted	(
1	Formatted	(
1	Formatted	(
1	Formatted: Expanded by 0.35 pt	
	Formatted: Expanded by 0.1 pt	
	Formatted	(
ļ	Formatted	(
ļ	Formatted	(
ļ	Formatted	(
1	Formatted	(
1	Formatted	(
1	Formatted	(
	Formatted	(
1	Formatted	(
	Formatted	(
1	Formatted	(
1	Formatted: Footer	

Formatted: Expanded by 0.1 pt

<u>IFA Participation Agreement</u> The Registered Participant shall immediately notify NGIC and RTE in the event that it ceases to be a party to any of the Agreements. The Registered Participant's rights to nominate pursuant to the Allocation Rules and/or IFA Access Rules shall immediately cease to apply from the date of such notice.

Article 4 – General

- This Participation Agreement shall be governed by and construed in accordance with French law. 1. If any provision of this Participation Agreement, the Allocation Rules or the IFA Access Rules is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of any competent authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Participation Agreement, the Allocation Rules or the IFA Access Rules which shall continue in full force and effect.
- The capitalised terms used in this Participant Agreement are defined in the Allocation Rules or in 2. the IFA Access Rules unless otherwise specified.
- 3. If there is an inconsistency between any of the provisions of the Allocation Rules and the provisions of the IFA Access Rules, the provisions of the Allocation Rules shall prevail with regard to the allocation of Long Term Transmission Rights and the provisions of the IFA Access Rules

Formatted: Font: Arial, Underline, Expanded by 0.05 pt

Formatted: Indent: Left: 0.25 cm, Line spacing: single

Formatted: Font: Arial, 10 pt, Underline, Expanded by 0.05 pt

Formatted: Indent: Left: 0.25 cm, Space Before: 0 pt, Line spacing: sinale

IFA Participation	Agreement		
I prevail with regard to the allocation of Daily and Rights whether allocated pursuant to the Allocation	on Rules or the IFA Access Rules.	•	Formatted: Justified, Indent: Hanging: 0.75 cm, Right: 0.18 cr Space Before: 0 pt, Tab stops: 0.
This Participation Agreement constitutes the entire agreement between the Parties and (with the			Formatted: Font: Arial
sole exception of any prevailing Accord de Par RTE which shall remain in full force and el agreements, promises, assurances, warrantie	ffect) supersedes and extinguishes all	previous	Formatted: Justified, Indent: Left cm, Line spacing: single
them, whether written or oral, relating to its subje			
Signed by the Parties as an agreement		•	Formatted: Font: Arial, 10 pt, Expanded by 0.05 pt, Lowered by pt
The Allocation Platform Name:	The Registered Participant Name:		Formatted: Indent: Left: 0.12 cr First line: 1.27 cm, Space Before: pt, Line spacing: Exactly 11 pt
Position: Date: Place:	Position Date: Place:		Formatted: Indent: Left: 0.12 cr First line: 1.27 cm
	Signed:		
Signed: For and on behalf of NGIC	For and on behalf of Registered Pa		

Name: Position: Date: Place:

I

I

Signed: _____ For and on behalf of RTE

Attachment: Submission of information

IFA Participation Agreement

Attachment

Submission of information

1. General information

I

T

Required information	Information submitted by market participant		
(a) Name and registered address of the market participantRegistered Participant.	Company Name: Address:		
(b) General contact details of the market participantRegistered Participant for the purposes of contractual notices in accordance with Article 74 (<i>Notices</i>) of the Allocation Rules.	Email: Telephone Facsimile:	•(Formatted Table
(c) If the market participantRegistered Participant is a legal person, an extract of the registration of the market participantRegistered Participant in the commercial register of the competent authority.	Attached: Company number: Country of incorporation:		
(d) Contact details and names of persons authorised to represent the market participant <u>Registered</u> Participant and their function.	Name: Function: Email: Telephone: Facsimile:		
(e) VAT registration number*		(Formatted Table
(f) Energy Identification Code (EIC);)			
(g) Bank account information to be used by the Allocation Platform for the purposes of Article 65(8) and (9) (<i>Invoicing and payment conditions</i>) of the Allocation Rules as amended by Chapter 10 of the Annex.	Account name: Sort code: Account number:		
 (h) Form of collaterals – can be provided as a Bank Guarantee and/or cash deposit-<u>:</u> a. Bank Guarantee - provide details of intended supporting Bank or issuer of any Alternative Guarantee in the framework of Article 21 (Chapter 3 Collaterals: Form of Bank Guarantee) of the Allocation Rules as amended by Chapter 3(5) and (6) of the Annex. b. Cash deposit – the registered participantRegistered Participant wishes to open a dedicated Business Account for the purposes of credit cover in the framework of Article 20 (Chapter 3 <u>Collaterals: Form of cash deposit) of the</u> Allocation Rules as amended by Chapter 3(A) of the Anney. (i) Financial contact - responsible for credit cover, 	Form of bank guarantee: Supporting bank or issuer: Amount €: Yes/No Name:		
invoicing and payment issues. (i) Commercial contact – responsible for registration	Email: Telephone: Name:		
process and day-to-day matters.	Email:		

Formatted: Font: Arial, 10 pt

IFA Participation Agreement

	Telephone:
(k) Operational main contact – lead contact for operational matters and authorisations for access to auction platform.	Name: Email: Telephone:
(I) Production and Consumption Interconnector BM Units registered to the market participant under the Balancing and Settlement Code.	ID numbers: Production: IFG Consumption: IFD
(m) Accession to a Use of System Interconnector Agreement with National Grid Electricity Transmission and signature of the Framework Agreement established under the CUSC	Effective date of signing (or current status):
(n) Accession to the Framework Agreement as defined in the Balancing and Settlement Code	Effective date of signing (or current status):
(o) Entry into an Accord de Participation with RTE Réseau de Transport d'Electricité.	Effective date of signing (or current status):

*) EU Value Added Tax number according to Directive 2003/92/EC

2. 2Information required if Participant wishes to Nominate:			
(I) Production and Consumption Interconnector BM Units registered to the Registered Participant under the Balancing and Settlement Code.	ID numbers: <u>Production: IFG</u> <u>Consumption: IFD</u>		
(m) Accession to a Use of System Interconnector Agreement with National Grid Electricity Transmission and signature of the Framework Agreement established under the CUSC.	Effective date of signing (or current status):		
(n) Accession to the Framework Agreement as defined in the Balancing and Settlement Code.	Effective date of signing (or current status):		
(o) Entry into an Accord de Participation with RTE Réseau de Transport d'Electricité.	Effective date of signing (or current status):		

3. Additional declarations for Allocation of Long Term Transmission Rights

Additional declarations	Indicate Yes/No
The Registered Participant will only participate in the transfer of Transmission Rights (and will not participate in auctions).	

1