

# Market Maker Agreement

Trading Agreement 4

Company  
[Insert Company name]

Nord Pool AS

**NORD  
POOL**

## MARKET MAKER AGREEMENT

### 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 between

**Company [Insert Company name]** with reg. no. **[Insert Registration number]** in the **[insert home state]** Company Register (the “**Market Maker**”);

and

**Nord Pool AS**, a Norwegian limited company with reg. no **984 058 098** in the Norwegian Company Register.

The Market Maker 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 Trading Rules.
- 1.2 The Market Maker has entered into a Participant Agreement with Nord Pool and has applied for Nord Pool' approval to become a Market Maker in the Physical Markets.
- 1.3 By this agreement the Market Maker gains the rights and assumes the obligations of a Market Maker in the Elbas Market. This agreement supplements the relevant membership agreements with the Participant 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) “**Fee Schedule**” means Trading Appendix 6 to the Trading Rules
  - b) “**Group**” means the Participant, any entity controlled by the Participant, any entity that controls the Participant as well as any entity under common control with the Participant.
  - c) “**Trading Rules**” means the rules issued by Nord Pool 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. MARKET MAKER'S OBLIGATIONS**

- 3.1 The Market Maker shall quote binding bid prices on Products with a minimum volume and requirements of spread as defined in Annex 1 (Minimum Volume and Requirements of Spread).
- 3.2 Any Order quoted by the Market Maker shall be replaced with a new Order without unfounded delay after a Transaction is carried out.
- 3.3 The Market Maker shall quote prices according to this Agreement on all Trading Days in the period from 30 minutes after the start of Trading Hours until the end of Trading Hours, with the exemptions provided for in this Agreement, including the following:
  - 3.3.1 The Market Maker has the right to be released from its quoting obligations for an aggregate period of 10 Trading Days per calendar year, as further agreed with Nord Pool not less than one month prior to the starting date of such release.
  - 3.3.2 The Market Maker has the right to be released from its quoting obligations for an aggregate period of 30 minutes each Trading Day, always provided that the Market Maker fulfils its quoting obligations during the last 15 minutes of the Trading Hours of that Trading Day.
  - 3.3.3 A Market Maker holding inside information shall be released from its quoting obligations until such information is made publicly available, provided that person(s) privy to the inside information is/are employed in the department which quotes bid prices in the Elbas Market. Release due to inside information shall not affect the number of free minutes during the Trading Day. The Market Maker shall upon Nord Pool ' request document that its absence was due to inside information.

### **4. TRADING FEES AND COMPENSATION**

- 4.1 The fee structure for the Market Maker is described in Annex 2 (Trading fees and Compensation for Market Makers).

### **5. INFORMATION**

- 5.1 Nord Pool will use its best endeavours to keep the Market Maker informed of all material information relevant to its role as Market Maker. This includes termination of any existing Market Maker Agreements or the establishment of new Market Maker Agreements with other Market Makers. Such information shall be distributed without undue delay and to all Market Makers simultaneously.

### **6. REGULATION OF EXTRAORDINARY TECHNICAL SITUATIONS**

- 6.1 In the event of a technical failure in ETS or in the Market Maker's systems, the Market Maker shall be released from its Market Maker obligations under this Agreement. In case of technical failure in the Market Maker's own systems, the Market Maker shall inform Nord Pool of the failure and immediately take the necessary actions to rectify same.

### **7. BREACH OF CONTRACT**

- 7.1 If the Market Maker fails to fulfil his obligations in accordance with this Agreement for any specific period, Nord Pool may impose normal Trading and Clearing fees for all Transactions carried out by the Market Maker during the period in question. Nord Pool will inform the Market

Maker that the Market Maker is in breach of his obligations and that such fees will be imposed. The Market Maker's failure to fulfil his obligations will not lead to direct or indirect reimbursement responsibilities to Nord Pool for Trading during other periods.

## **8. CHANGES TO THE AGREEMENT**

- 8.1 Amendments to this agreement require written agreement of both Parties.
- 8.2 Notwithstanding section 8.1, Nord Pool may amend the Trading Rules in accordance with the provisions thereof.

## **9. TERM AND TERMINATION**

- 9.1 This agreement shall take effect from [insert date]
- 9.2 Either Party may terminate this agreement with three (3) months written notice to the other Party.
  - 9.2.1 In the event that the Participant Agreement with the Market Maker is terminated this agreement shall terminate on the same date as the Participant Agreement.

## **10. MISCELLANEOUS**

### **10.1 Notices**

Any notice required to be given under this agreement or the Trading Rules by the Market Maker shall be given by authorised representatives and in writing to authorised representatives of Nord Pool, unless as otherwise prescribed in the Trading Rules.

### **10.2 Entire agreement**

- 10.2.1 This agreement and the Trading Rules contain the whole agreement between Nord Pool and the Market Maker 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.
- 10.2.2 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.
- 10.2.3 Nothing in this Section 10.2 shall limit or exclude any liability for fraud.

### **10.3 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.

### **10.4 Assignment**

The Participant may not transfer, novate or assign this agreement or its rights under the Trading Rules without the prior written consent of Nord Pool.

### **10.5 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.

## **10.6 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.

## **11. CHOICE OF LAW AND DISPUTE RESOLUTION**

- 11.1 This agreement shall be governed by, construed and take effect in accordance with Norwegian law.
- 11.2 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.
- 11.3 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.

\* \* \*

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 two (2) originals, and each Party keeps one (1).

**For and on behalf of Company**

\_\_\_\_\_  
Signature

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

Date:

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

\_\_\_\_\_  
Signature

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

Date:

**SIGNATURES**

Authorised signatures are required in order to effectuate this Market Maker Agreement. Authorised signatures are by person(s) having general signing authority for the Member.

[ANNEX 1: Minimum volume and requirements of spread](#)

[ANNEX 2: Trading fees and compensation for Market Makers](#)

**ANNEX 1 - MINIMUM VOLUME AND REQUIREMENTS OF SPREAD**

The price interval in the table below are with reference to the **[insert home state]** Area Prices. The Market Maker shall quote Orders in all price intervals in Bidding Areas **[insert Bidding Areas]**.

The Market Maker Volume in an Order is **[insert volume MW and Bidding area]**. The Market Maker is obliged to fill same volume max **[insert number]** time after first fill.

**The Market Maker Hours are from [insert hours] on all Trading Days**

Elspot price EUR/MWh	<20	20 – 40	40 - 60	60 - 80	>80
Market Maker Spread		5	10	15	-

**For and on behalf of Company**

\_\_\_\_\_  
Signature

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

Date:

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

\_\_\_\_\_  
Signature

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

Date:

<b>SIGNATURES</b>
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## ANNEX 2 - TRADING FEES AND COMPENSATION FOR MARKET MAKER

The fee structure for the Market Maker is **[insert fee EUR/MWh]** for all Orders traded.

### For and on behalf of the Company

\_\_\_\_\_  
Signature

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

Date:

### For and on behalf of Nord Pool AS

\_\_\_\_\_  
Signature

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

Date:

#### SIGNATURES

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