

Pledged Cash Account Agreement

Trading Agreement 6

Nord Pool AS

**NORD
POOL**

PLEDGED CASH ACCOUNT 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.

The following agreement has today been entered into between

[insert name of account holder/address/reg. no.], (the "**Account Holder**"),

[insert name of settlement bank/address/reg. no.] (the "**Settlement Bank**");

and

Nord Pool AS, Vollsveien 17B, 1325 Lysaker, Norway, org. no. 984 058 098 ("**Nord Pool**").

1. INTRODUCTION

- 1.1 The Account Holder has set up a Pledged Cash Account with the Settlement Bank with the account number **[insert account number/IBAN account number/SWIFT code]**, hereinafter referred to as the "**Pledged Cash Account**". The Pledged Cash Account corresponds with the settlement account that the Account Holder has opened with Nord Pool for registration of electricity Transactions, hereinafter referred to as the "**Settlement Account**".
- 1.2 The Pledged Cash Account shall be used for Settlement Transactions registered in the Settlement Account, and for the part of the Collateral Call to be covered by cash deposits for registered and future Transactions.
- 1.3 The currency of this Pledged Cash Account is **[insert currency NOK/DKK/SEK/EUR]**.
- 1.4 A copy of the Settlement Bank Agreement between the Settlement Bank and Nord Pool is enclosed as Appendix 1 to this agreement, and constitutes a part of this agreement.
- 1.5 This agreement is further supplemented by the "General Terms, Trading Rules" issued by Nord Pool (the "**Trading Rules**"). Terms defined in the Trading Rules shall have the same meaning in this agreement.

2. PLEDGE IN FAVOUR OF NORD POOL

- 2.1 The Account Holder hereby irrevocably and unconditionally, on the terms and conditions set out herein, grants a first priority security interest in and pledges to Nord Pool, all rights, title

and interest in and to the Pledged Cash Account (including both present and future credit balances, any interest accrued thereon and commission payable thereon).

- 2.2 The pledge shall serve as Collateral securing any claim Nord Pool has or may acquire against the Account Holder in connection with Transactions registered in the Settlement Account as well as any other claim Nord Pool has or may acquire against the Account Holder (the **“Secured Liabilities”**).
- 2.3 The pledge is established pursuant to the law in the state where the Pledged Cash Account is held. The perfection acts required to provide validity, enforceability and third party protection for the security interests granted herein shall be established in accordance with such applicable law.
- 2.4 Nord Pool shall at all times (i) have the right to debit the balance in the Pledged Cash Account to cover any due claims secured under Section 2.2, without any advance notice to the Account Holder and without any legal or other steps being necessary in order to verify or confirm its entitlements, and (ii) be entitled to exercise all ownership rights, including all creditor rights, in connection with the Pledged Cash Account, and to instruct the Settlement Bank to make payment directly to Nord Pool; and (iii) do all other things in relation to the Pledged Cash Account permitted by applicable law.
- 2.5 The security constituted by this Pledged Cash Account Agreement shall be a continuing security and shall extend to the ultimate balance of the Secured Liabilities and shall continue to be in full force and effect notwithstanding any intermediate payment or discharge in whole or in part of the Secured Liabilities and shall be effective until Nord Pool has confirmed in writing that all Secured Liabilities have been settled in full.
- 2.6 Upon confirmation from Nord Pool that all Secured Liabilities have been settled in full, Nord Pool shall, at the request and cost of the Account Holder, release to the Account Holder all right, title and interest of Nord Pool in or to the Pledged Cash Account, or any part thereof. Nord Pool shall also (at the request and cost of the Account Holder) notify the Settlement Bank that the pledge over the Pledged Cash Account has been released and give such other instructions and directions as the Account Holder may require (acting reasonably) in order to perfect such release.

3. RIGHT OF DISPOSAL

- 3.1 The Account Holder hereby grants Nord Pool unconditional right of disposal over the balance in the Pledged Cash Account, to be utilised in accordance with the Trading Rules.
- 3.2 The Settlement Bank may not oppose such instruction or conduct any investigations regarding the validity of such instructions.
- 3.3 The right of disposal under Section 3.1 may not be revoked by the Account Holder as long as any Secured Liabilities are outstanding. In other cases, the Account Holder may, with 14 days' written notice to Nord Pool, request that the right of disposal be revoked. However, the right of disposal shall remain in effect until Nord Pool has confirmed in writing to the Settlement Bank that the right of disposal is revoked.
- 3.4 The Account Holder may dispose of any excess balance in the Pledged Cash Account only after meeting all Collateral Calls from Nord Pool and all Settlement amounts owed to Nord Pool from time to time. The Account Holder may grant a third party a similar right of disposal,

and pledge the Pledged Cash Account to third parties with priority after Nord Pool.

3.5 Nord Pool shall be notified if a third party is granted rights as provided for in Section 3.4, and may suspend the right of disposal for the Account Holder or any third party.

3.6 The Settlement Bank and the Account Holder may agree upon further restrictions for the Account Holder's disposal of excess balance or granting of rights in the Pledged Cash Account.

4. INFORMATION DISCLOSURE

4.1 The Settlement Bank may inform Nord Pool of whether the balance in the Pledged Cash Account is sufficient to cover Nord Pool's Collateral Calls and Settlement amounts, and may inform Nord Pool of the balance, in- and outgoing transactions whenever requested by Nord Pool, regardless of any duty of confidentiality.

4.2 Further exemptions from the Settlement Banks' duty of confidentiality may follow from the Settlement Bank Agreement.

5. INTEREST

5.1 Interest on the amounts standing to the credit of the Pledged Cash Account shall accrue in accordance with a separate agreement between the Account Holder and the Settlement Bank.

5.2 Interest accrued is included in the pledge granted herein regardless of whether it has been credited to the Pledged Cash Account.

6. CHOICE OF LAW AND LEGAL VENUE

6.1 Any disputes arising from this agreement shall be decided under the laws of the State where the Pledged Cash Account is held, save for any dispute relating to the relationship between the Account Holder and Nord Pool, which shall solely be governed by and decided under Norwegian law.

6.2 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.

6.3 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 judgment in any proceedings brought before the Norwegian courts shall be conclusive and binding on such party and may be enforced in the courts of any other jurisdiction in accordance with the enforcement rules of that jurisdiction.

7. CHANGES TO THE AGREEMENT

7.1 Amendments to this agreement require the written agreement of all parties.

- 7.2 Notwithstanding Section 7.1, Nord Pool may amend the Trading Rules in accordance with the provisions in the Trading Rules.

8. TERM OF AGREEMENT

- 8.1 This agreement shall remain in effect until further notice, and may be terminated by a party in the event of a material breach of contract by any other party or upon three months' written notice to the other parties.
- 8.2 Regardless of what is stated in Section 8.1, termination of this agreement shall only take effect if Nord Pool no longer has claims that are secured by the pledge on the Pledged Cash Account. The pledge shall be discharged by a written release statement from Nord Pool to the Settlement Bank.

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 is executed in three (3) copies, one for each party.

For and on behalf of the Account Holder

Signature

Name and title (printed letters)

Date:

For and on behalf of the Settlement Bank

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 Pledged Cash Account Agreement. Authorised signatures are by person(s) having general signing authority.

Annex 1: Settlement Bank Agreement