

# **Pledged Collateral Account Agreement**

**Germany**

**Independent Account Bank version  
(i.e. no Settlement Bank)**

**[Insert name of the Member]**

**Nord Pool AS**

**NORD  
POOL**

This **Pledged Collateral Account Agreement** (the "**Agreement**") is made the day of \_\_\_\_\_  
20[[ ]

**BETWEEN:**

**[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 "**Chargor**");

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 (the "**Chargee**"),

each a "**Party**" and together the "**Parties**".

## 1. INTRODUCTION

- 1.1. The Chargor is participating or proposes to participate in one or more energy markets to which the Chargee offers services as central counterparty for transactions in energy wholesale products, and has entered into a Membership Agreement which incorporates the Clearing Rules by reference.
- 1.2. The Clearing Rules require that the Chargor maintains, as security for the Secured Obligations, certain collateral arrangements in favour of the Chargee.
- 1.3. The Chargor has opened a bank account with the bank identified below in clause 2.
- 1.4. The Chargor wishes to create a first priority charge (pledge) in the Bank Account in favour of the Chargee for the purpose of providing security for the Secured Obligations

## 2. DETAILS OF BANK ACCOUNT

<b>Account number</b>	<i>[Insert bank account number, using both Account Bank's designation and IBAN number]</i>
<b>Account Bank</b>	<i>[Insert full name and details of Account Bank, including branch details where relevant]</i>
<b>SWIFT address</b>	<i>[ ]</i>
<b>Currency</b>	<i>[Insert currency: "Euros (EUR)", "NOK", "SEK" or "DKK"]</i>
<b>Country</b>	<i>[Insert jurisdiction where bank account is held - must be consistent with IBAN code of the account]</i>

### 3. INTERPRETATION

- 3.1. In this Agreement, except insofar as the context otherwise requires, the words and expressions set forth in below shall have the meanings respectively set out opposite them.

<b>Account Bank</b>	means the bank holding the Bank Account, as identified in clause 2 of this Agreement, and includes any successor.
<b>Agreement</b>	means this Agreement, including its recitals and Schedules and the notices given pursuant to this Agreement, as amended in accordance with its terms from time to time.
<b>Applicable Jurisdiction</b>	means the jurisdiction of the country where the Bank Account is held, as identified in clause 2 above.
<b>Bank Account</b>	means the bank account identified in clause 2 of this Agreement, including all money now or in the future standing to the credit of the Bank Account together with all interest accruing thereon, including all debts represented thereby. For the avoidance of doubt, this includes such account as redesignated and/or renumbered from time to time.
<b>Banking Day</b>	means a day (other than a Saturday or Sunday) on which banks are generally open for business in the Applicable Jurisdiction.
<b>Charge</b>	means a Security Interest which intends to confer on the Chargee a right to take remedial actions against the Chargor (as further set out hererin) with respect to the charged asset in the event of the Chargor's default of the Secured Obligations, but without transferring the title or ownership to the charged asset to the Chargee absent a default event. References herein to " <b>the Charge</b> " shall be construed as a reference to the Security Interests created in favour of the Chargee by this Agreement.
<b>Chargee</b>	means the entity identified as such in the recitals hereof, and includes any transferee or successor (whether immediate or derivative) of the Chargee and any company with which it may amalgamate.
<b>Chargor</b>	means the entity identified as such in the recitals hereof.
<b>Clearing Rules</b>	means the Chargor's rules for Settlement of Transactions regulated in the Rulebook.
<b>Clearing System</b>	means the clearing and settlement operations of the Chargee acting as a central counterparty and the related services provided by it pursuant to the Clearing Rules.
<b>Excess Collateral</b>	means at any time any Cash Collateral which, when added together with other collateral provided by or on behalf of the Chargor, exceeds the collateral required to be maintained by the Chargor at that time pursuant to the Clearing Rules.
<b>Financial Collateral Directive</b>	means Directive 2002/47/EC of the European Parliament and of the Council of 6 June 2002 on financial collateral arrangements, and includes any legislation implementing it in the Applicable Jurisdiction.
<b>Membership Agreement</b>	means any agreement for the time being in force between the Chargor and the Chargee relating to (without limitation) the Chargor's participation in one or more energy markets to which the Chargee offers services as central counterparty for transactions in energy wholesale products.
<b>Non-Compliance Event</b>	has the meaning ascribed to it in the Rulebook.

- Rulebook** means the rules issued by the Chargee at any time to govern trading on its physical markets, including all appendices and related agreements.
- Secured Obligations** means all debts, obligations and liabilities whatsoever now or in the future (whether before or after the occurrence of a Non-Compliance Event) due, owing or incurred by the Chargor to the Chargee (whether solely or jointly, or jointly and severally, with another or others, and whether as principal or surety, and whether actual or contingent, present or future) including but not limited to (whether before or after any judgment) all interest, costs and other charges whatsoever and including any debts, obligations and liabilities which arise under or in connection with the Clearing Rules, the Membership Agreement and/or this Agreement,
- Security Interest** means:
- (a) any mortgage, charge, pledge, assignment (whether or not expressed to be by way of security), hypothecation, lien, encumbrance or other priority or security interest whatsoever, howsoever created or arising;
  - (b) any deferred purchase, title retention, trust, sale-and-repurchase, sale-and-leaseback, hold back or "flawed asset" arrangement or right of set-off;
  - (c) any other agreement or arrangement whatsoever having the same or a similar commercial or economic effect as security; and
  - (d) any agreement for any of the foregoing.

- 3.2. Words and phrases defined and principles of interpretation provided for in the Rulebook shall, unless the context otherwise requires or unless otherwise redefined or provided for herein, have the same meaning and shall apply (as the case may be) in this Agreement.
- 3.3. Any reference to this Agreement or to any agreement or document shall be construed as a reference to this Agreement or such agreement or document (including their respective Schedules) as the same may from time to time be amended, varied, supplemented, novated, replaced or restated and shall include any document which is supplemental to, or is expressed to be collateral to, or is entered into pursuant to or in accordance with the terms of, this Agreement or (as the case may be) such agreement or document.
- 3.4. Unless otherwise stated, all references in this Agreement to laws or regulations are to those of the Applicable Jurisdiction.
- 3.5. References to any Party shall, unless otherwise stated, be construed to include that Party's respective successors in title and permitted assignees.

## 4. CREATION OF CHARGE IN BANK ACCOUNT

- 4.1. As continuing security for the payment or discharge of the Secured Obligations, the Chargor with full title to the Bank Account hereby pledges to the Chargee all rights, title and interest in and to the Bank Account (including both present and future credit balances, any interests accrued thereon and commission payable thereon).
- 4.2. Without prejudice to clause 4.5 (negative pledge), any Security Interest created in the future by the Chargor over the Bank Account (except those in favour of the Chargee) shall be expressed to be subject to this Agreement and shall rank in order of priority behind the Charge.
- 4.3. If the Membership Agreement for any reason terminates or expires, the Bank Account shall only be released from the Charge upon the written instruction of the Chargee, following the Chargor's

written request and after all Secured Obligations (at the expense of the Chargor) have been fully and unconditionally paid or discharged to the Chargee (or, if contingent, have wholly ceased to be capable of arising) and after the Chargor has become entitled under the Clearing Rules to request the release of the Bank Account.

- 4.4. The Chargor shall, forthwith on the execution of this Agreement, deliver a signed notice of charge to the Account Bank in the form set out in Schedule 1 of this Agreement and obtain from the Account Bank and deliver to the Chargee an acknowledgement duly signed on behalf of the Account Bank in the form of acknowledgement set out Schedule 1 (or such substantially similar notice or acknowledgement as the Chargee may otherwise in its sole discretion accept). The Chargor may not change or attempt to change the terms of the notice without the prior written consent of the Chargee in each case.
- 4.5. The Chargor shall not, without the prior written consent of the Chargee:
  - (a) create, agree or attempt to create, or permit to subsist, any Security Interest in the Bank Account, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Chargor's business) to arise or subsist over the Bank Account; or
  - (b) sell, transfer or otherwise dispose of the Bank Account or any of its right, title or interest therein (including closing the Bank Account or changing its designation or any of its properties).
- 4.6. The Parties acknowledge and intend that the security provided under this Agreement shall constitute a "security financial collateral arrangement" and form part of the same arrangements as the Clearing Rules for the purposes of the Financial Collateral Directive.
- 4.7. The Chargor declares the creation of the Charge as set out above to be in its best corporate interest.

## 5. OPERATION OF THE BANK ACCOUNT

- 5.1. In accordance with the notice sent by Chargor to the Account Bank pursuant to clause 4.4, the Parties have agreed that, amongst other things and without prejudice to any other rights and obligations under this Agreement:
  - (a) The Bank Account shall be established and maintained at the expense of the Chargor as a blocked, segregated account with the Account Bank.
  - (b) No money may be withdrawn from the Bank Account except on the express instructions of the Chargee in each case.
  - (c) The Chargee shall at all times be entitled and authorised to request the balance of the Bank Account directly from the Account Bank without informing the Chargor thereof.
- 5.2. The Chargor may, if it chooses, request the Chargee to permit a transfer of any amount of Excess Collateral from the Bank Account to such account as it may designate for that purpose. The Chargee will have a discretion in each case whether or not to permit such a transfer, taking into account (but without prejudice to clause 10 (Determinations and Discretions)) among other things the fulfilment or otherwise of the following pre-conditions:
  - (a) the internal risk-rating of the Chargor with the Chargee is such that it is sufficient to justify the return of Excess Collateral;
  - (b) after the Excess Collateral is so transferred, the Chargor will have provided sufficient Collateral in order to continue to comply with any Collateral Calls applicable to the Chargor's accounts (including its client accounts) at the level required to comply with the Clearing Rules;
  - (c) the Chargor has no outstanding payment obligations to the Chargee or any outstanding Secured Obligations;

- (d) the Chargee considers that the Chargor's expected Collateral Calls for the next three Banking Days are not likely to be materially different from those during the prior three Banking Days; and/or
- (e) no Non-Compliance Event has occurred in relation to the Chargor and is continuing.

## 6. EFFECTIVENESS OF SECURITY

- 6.1. This Agreement shall be a continuing security for the Chargee, notwithstanding any intermediate payments or settlements of accounts or other matters whatever. It shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, lien, pledge or other rights exercisable by the Chargee against the Chargor or any security, guarantee or indemnity now or in the future held by the Chargee.
- 6.2. Upon the occurrence of a Non-Compliance Event and after the requirements set forth in sections 1273 et seq., 1204 et seq. and 1228 subsection 2 of the German Commercial Code ("BGB") with regard to the enforcement of the pledges are met (Pfandreife) and the Secured Liabilities have become due and payable in whole or in part by operation of law in the event of the opening of insolvency proceedings of the Chargor (an "Enforcement Event"), the Chargee shall be entitled to realise (verwerten) the pledges (wholly or partly) and to avail itself of all other rights and remedies a pledgee is entitled to under the laws of Germany. The Chargee shall be entitled to exercise their rights without obtaining enforceable judgment or other instrument (vollstreckbarer Titel). The provisions of sections 1277 and 1282 para. 2 BGB shall not apply
- 6.3. The Chargee shall notify the Chargor at least 5 (five) Business Days (which notification can be effected simultaneously with the notice of an event of default). No further notice or other requirements (including those set forth in section 1234 BGB) shall be necessary. Prior notice shall not be necessary if such notice would be inappropriate (untunlich), in particular if:
  - a. the Account has generally ceased to effect payments (Zahlungseinstellung) or has otherwise become insolvent;
  - b. a non-abusive (nicht rechtsmißbräuchlich) application for the opening of insolvency proceedings (Insolvenzantrag) (or any analogous proceeding in any jurisdiction) over the assets of the Chargor has been made by the Chargor or any of its creditors;
  - c. insolvency proceedings have been opened (Eröffnung eines Insolvenzverfahrens) against the Chargor;
  - d. similar proceedings under applicable laws have been opened in relation to the Chargor; or
  - e. The Chargee has reasonable grounds to believe that observance of the notice period would adversely affect the legitimate interests (berechtigte Interessen) of the Chargee under or in connection with any of the Secured Liabilities."

absence of a Non-Compliance Event) to apply any money standing to the credit of the Bank Account towards the discharge of any sum then due from the Chargor to the Chargee.

- 6.4. The taking of enforcement action by the Chargee on or after the occurrence of any event referred to in paragraph (a) or (b) above shall not preclude the Chargee from taking further enforcement action on the occurrence of any other such event or events.
- 6.5. The Chargee may, at any time after the security constituted by this Agreement has become enforceable apply it in or towards the discharge of the Secured Obligations in such manner as the Chargee may determine.

## 7. POWERS OF THE CHARGE

- 7.1. In addition to its powers under the Clearing Rules and the Membership Agreement, the Chargee shall be entitled at its discretion without notice to the Chargor:
  - (a) to debit the balance in in the Bank Account to cover any Secured Obligations then due without any advance notice to the Chargor and without any legal or other steps being

necessary in order to verify or confirm its entitlements;

- (b) to execute and deliver such documents and give such instructions as may be required to give effect to this Agreement, including instructions for the withdrawal and/or use of any money in the Bank Account to purchase any currency or currencies required to effect such application; and/or
- (c) to transfer or procure the transfer of any money in the Bank Account into one or more accounts in the name of the Chargee or an entity nominated by the Chargee; and/or
- (d) to place and keep for such time as it may think prudent any money received, recovered or realised under or by virtue of this Agreement on a separate or suspense account to the credit of the Chargee or an entity nominated by the Chargee, without any intermediate obligation on its part to apply the same or any part of it in or towards the discharge of the Secured Obligations.

7.2. The powers contained in clause 7.1 paragraphs (a) to (d) above shall be exercisable by the Chargee at any time or times in accordance with clause 6.2 without the necessity for any other event having occurred first or any other condition having been fulfilled first. If and whenever such security becomes enforceable, the Chargee may exercise its powers under this Agreement in such manner and at such time or times as it thinks fit.

7.3. All money received or realised under the powers conferred by this Agreement shall be applied for the purposes and in the order of priority determined by the Chargee (consistent with the Clearing Rules).

## **8. PROTECTION OF THE CHARGE**

8.1. The Chargee shall not be liable to the Chargor for any liability (which term for the purposes of this clause 8.1 includes any liability, damage, loss, cost, claim or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise) which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise, any of the Chargee's powers under this Agreement, except if and insofar as such liability results from its own proven negligence, wilful default or fraud. The Chargor shall indemnify the Chargee fully against all such liabilities which the Chargee may incur in consequence of anything done or purported to be done by or on behalf of the Chargee under or in connection with this Agreement or in exercise of any rights or powers conferred on the Chargee by this Agreement, except if and insofar as any such liability results from the Chargee's own proven negligence, wilful default or fraud.

8.2. The Chargee shall not be liable for any loss sustained by the Chargor in consequence of the exercise of the Chargee's rights under this Agreement, including any loss of interest caused by the determination before maturity of any deposit comprised in the Bank Account or by the fluctuation in any exchange rate at which currency may be bought or sold by the Chargee.

8.3. The Chargor shall reimburse or pay to the Chargee on demand (on the basis of a full indemnity) the amount of all costs and expenses (including legal costs and VAT thereon) incurred by the Chargee in connection with the exercise, or the attempted or purported exercise, by or on behalf of the Chargee of any of its powers under this Agreement or any other action taken by or on behalf of the Chargee with a view to or in connection with the recovery of the Secured Obligations, the realisation of the charges contained in this Agreement, the preservation of the Bank Account or any other purpose contemplated in this Agreement.

## **9. REPRESENTATIONS AND WARRANTIES**

9.1. The Chargor represents and warrants to the Chargee that:

- (a) the Chargor has the corporate power, and has taken all necessary action, to execute and perform this Agreement;
- (b) this Agreement constitutes legal, valid and binding obligations enforceable against the Chargor and creates the Security Interests expressed to be created by this Agreement;



- (c) the Chargor has obtained all authorisations of any governmental or regulatory body required in connection with the execution and performance of this Agreement and such authorisations are in full force and effect;
- (d) the execution and performance of this Agreement has not, and will not, violate any law or rule applicable to the Chargor or any agreement by which it is bound or by which any of its assets are affected;
- (e) at the time of transfer of cash to the Account Bank, the Chargor was or will be the full beneficial owner of them and, upon such transfer being effected, all right, title and interest in and to them shall stand charged to the Chargee with full title guarantee, free of any Security Interest in favour of any third party.

9.2. On each day on which a transfer referred to in clause **Error! Reference source not found.**(e) is effected, all the representations and warranties stated in clause **Error! Reference source not found.** shall be deemed to be repeated.

## 10. DETERMINATIONS AND DISCRETIONS

- 10.1. Any certification or determination by the Chargee of a rate or amount under this Agreement shall, in the absence of manifest error, be conclusive and binding on the Chargor in respect of such rate or amount.
- 10.2. Any discretion, power or right conferred on the Chargee by this Agreement to make or vary any determination or to give any approval or to decide any matter or to form any opinion or judgement shall be construed to be a discretion, power or right exercisable by the Chargee, in its sole and unfettered discretion, at any time and from time to time.

## 11. DISCHARGE

- 11.1. Any settlement or discharge between the Chargee and the Chargor in respect of the Secured Obligations shall be subject to the condition that no security or payment to the Chargee by the Chargor or any other person shall be avoided or reduced by virtue of insolvency law or otherwise.
- 11.2. If any such security or payment shall be so avoided or reduced, the Chargee shall nevertheless be entitled to recover the full value or amount of it subsequently from the Chargor and to exercise its rights under this security as if such settlement or discharge had not been effected.

## 12. CURRENCY CONVERSION

Without prejudice to the terms of the Clearing Rules the Chargee may convert for the purpose of, or pending the discharge of, any of the Secured Obligations, any money received, recovered or realised or subject to application by it under this Agreement from one currency to another, as the Chargee (acting reasonably) may think fit and any such conversion shall be effected at the Chargee's spot rate of exchange for the time being for obtaining such other currency with the first currency.

## 13. FORBEARANCE, SEVERABILITY, VARIATION, REGISTRATION

- 13.1. No failure to exercise and no delay on the part of the Chargee in exercising any right, remedy, power or privilege under this Agreement and no course of dealing between the Parties shall be construed or operate as a waiver of that right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of it or the exercise of any other right, remedy, power or privilege.
- 13.2. The rights and remedies provided by this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.



- 13.3. If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision and the illegal, invalid or unenforceable provision shall – if permitted by the laws of the Applicable Jurisdiction – be construed, interpreted or replaced so as to create an arrangement which in effect gives the most similar result to that of the original provision in the applicable situation whilst being legal, valid and enforceable, and the Parties shall be deemed to have intended and agreed on such an arrangement originally.
- 13.4. No variation, supplement, deletion or replacement of or from this Agreement or any of its terms shall be effective unless made in writing and signed by a duly authorised representative on behalf of each party.
- 13.5. The Chargee may, without reference to the Chargor or Chargor, take any step to register this Agreement with any registry or governmental authority in any jurisdiction, including registering this Agreement against the Chargor and/or Chargor at the companies registry in the Applicable Jurisdiction and/or such other similar registration as the Chargor's home jurisdiction may require.

## **14. DEMANDS, NOTICES, ETC**

Unless as specifically set out in this Agreement or provided for in the Rulebook, any demand or notice to the Chargor under this Agreement shall be effective only if made in writing by an officer of the Chargee and communicated to the Chargor in accordance with the Rulebook.

## **15. THIRD PARTY RIGHTS**

- 15.1. Save as otherwise expressly provided herein, no person other than a party to this Agreement shall have any rights arising out of this Agreement. The Chargee and the Chargor may by agreement vary any term of this Agreement in accordance with clause 13.4 without the necessity of obtaining any consent from any third party.
- 15.2. No person (other than the Chargor) dealing with the Chargee shall be concerned to enquire whether any of the powers it has exercised or purported to exercise under this Agreement has arisen or become exercisable, or whether the Secured Obligations remain outstanding, or whether any event or cause has happened to authorise the Chargee to act or as to the propriety or validity of the exercise or purported exercise of any such power.

## **16. GOVERNING LAW AND JURISDICTION**

- 16.1. This Agreement and all non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with the laws of the Applicable Jurisdiction.
- 16.2. The courts of the Applicable Jurisdiction shall have exclusive jurisdiction to settle any claim, dispute or difference which may arise out of or in connection with this Agreement. The Parties agree that any evidence may be submitted in the English language to the extent permitted by the laws of the Applicable Jurisdiction and the applicable court.
- 16.3. Clause 16.2 shall not limit the right of the Chargee to take proceedings against the Chargor in any other court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings by the Chargee in any other jurisdiction, whether concurrently or otherwise.
- 16.4. The Chargor irrevocably waives any objections on the ground of venue or inconvenient forum or any similar grounds and irrevocably agrees that any judgment in any proceedings brought in any court referred to in this clause 18 shall be conclusive and binding and may be enforced in any other jurisdiction.

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**THIS AGREEMENT** has been executed by the Parties and shall take effect on the date stated in the beginning hereof.

This Agreement has been made in two (2) originals, and each Party keeps one (1).

**For and on behalf of [Insert full name of Chargor]**

\_\_\_\_\_  
Signature

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

Date:

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

\_\_\_\_\_  
Signature

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

Date:

**Schedule 1:** Form of notice to be served on the Account Bank by the Chargor

## SCHEDULE 1

### Form of notice to be served on the Account Bank by the Chargor

[on letterhead of Chargor]<sup>1</sup>

[Insert name of Account Bank]

[Insert Address]

For the attention of [insert name]

[insert place and date]

Dear Sirs

**ACCOUNT [INSERT BANK ACCOUNT NUMBER AND SORT CODE (THE "BANK ACCOUNT") - PLEDGED COLLATERAL ACCOUNT AGREEMENT BETWEEN [NAME OF CHARGOR] (THE "CHARGOR") AND NORD POOL AS (THE "CHARGEES")**

1. This notice constitutes notice to you that, pursuant to a "Pledged Collateral Account Agreement" entered into between us and the Chargee (the "**Pledged Collateral Account Agreement**") we have pledged and assigned to the Chargee by way of a charge our rights, title and interest in and to all money from time to time standing to the credit of the **Bank Account**, together with all interest accruing thereon.
2. We hereby irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given you to the contrary):
  - (a) to disclose to the Chargee without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure, such information relating to the Bank Account and the amount from time to time standing to its credit as the Chargee may, at any time and from time to time, request you to disclose to it;
  - (b) at any time and from time to time upon receipt by you of instructions from the Chargee, to pay to the Chargee (or as it may direct) all or any of the money standing to the credit of the Bank Account and generally to act in accordance with such instructions in relation to the Bank Account, without any reference to or further authority from us and without any enquiry by you as to the justification for such instructions or their validity;
  - (c) to comply with the terms of any instructions in any way relating or purporting to relate to the Bank Account which you may receive at any time and from time to time from the Chargee without any reference to or further authority from us and without any enquiry

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<sup>1</sup> Note: Following the execution of the Pledged Collateral Account Agreement and as per clause 4.4 of the main terms of the Pledged Collateral Account Agreement, the Chargor (i.e. the member) shall create a letter addressed to the Account Bank based exactly on this Schedule 1 form (excluding the headers and footers of this form and deleting brackets etc), using appropriate data to fill in any spaces left blank or in brackets. The letter shall be printed the letterhead paper of the Chargor (i.e. the member), and the original hardcopy sent to the Account Bank so that the Account Bank signs the acknowledgment and returns it to Nord Pool.

by you as to the justification for such notice, statement or instructions or its or their validity; and

- (d) not to act upon our instructions with regard to the Bank Account unless the Chargee confirms those instructions to you.
3. Instructions and requests from the Chargee pursuant to this notice may be given to you, and acted and relied upon by you, under this notice in connection with the Bank Account by (i) a letter signed by an authorised signatory of the Chargee or (ii) by SWIFT MT 101, 940, 941 or 942 type messages (as applicable) or such other SWIFT message type as the Chargee deems appropriate, pursuant to the arrangements for the time being in force between you and the Chargee or its bankers for the transmission and receipt of SWIFT messages, and without any reference to or authority from us. Upon receiving instructions pursuant to this notice you shall have no obligation to make any enquiries whatsoever as to the justification, validity, contents or otherwise of any such instructions including, without limitation, any enquiry as to whether any security interest of the Chargee has become enforceable or whether the terms of any agreement between us and the Chargee (including the Pledged Collateral Account Agreement) have been complied with. Until such time as the Chargee notifies you otherwise by written notice from any authorised signatory of the Chargee, the Chargee may communicate its SWIFT messages through Nordea Bank AB (publ), SWIFT: NDEASESS acting on behalf of the Chargee.
4. We shall on demand at any time indemnify and hold you harmless against any claim, action, damages, loss, liability, cost or expense (including reasonable legal fees) (together "Losses") incurred or suffered by you in connection with this notice or the Bank Account or incurred pursuant to any instruction given to you by the Chargee under this notice (but excluding any Losses arising from to the Bank's wilful misconduct or gross negligence). This indemnity shall survive the termination of the Pledged Collateral Account Agreement.
5. In this notice "SWIFT" means The Society for Worldwide Interbank Financial Telecommunication (or any successor provider of such telecommunication services). References to any type of message transmitted through SWIFT shall include such type of message as modified, replaced and/or renumbered by SWIFT from time to time.
6. We hereby waive in your favour for all purposes of this notice any duty of confidentiality which you may now or in the future owe to us in connection with the Bank Account.
7. We shall ensure that the Chargee notifies you if the Pledged Collateral Account Agreement is terminated and request that the Chargee releases you from the obligations contained in this notice and any acknowledgement that you sign.
8. The instructions and authorisations contained in this notice shall remain in full force and effect until we and the Chargee together give you notice in writing revoking them.
9. This notice and all non-contractual obligations arising in any way out of or in connection with this notice shall be governed by, construed and take effect in accordance with, [*insert applicable jurisdiction*] law.
10. Please will you acknowledge receipt of this notice and confirm your acceptance of the instructions and authorisations contained in it by either:
- (a) signing the form of acknowledgement below and delivering the hardcopy original of it to the Chargee, and providing to the Chargee appropriate evidence of the due authority of the person(s) signing the acknowledgement on your behalf; or
- (b) sending the form of acknowledgment below by SWIFT to the Chargee:
- Nordea Bank AB (publ) – SWIFT: NDEASESS.

For and on behalf of  
[Insert full name of Chargor]

..... (sign)  
..... (name)  
..... (title)

\* \* \*

**Acknowledgement from the Account Bank**

We hereby acknowledge receipt of the notice of security dated [date] from [name of Chargor] to us relating to account number [insert Bank Account number and sort code] (the "**Notice**") and agree with the Chargee that: (i) we accept the instructions contained in the Notice and undertake to act in accordance and comply with the Notice; (ii) we have not received notice of any competing interest of any third party in the Bank Account; (iii) we have neither claimed or exercised nor will claim or exercise any security interest, lien, set-off, counterclaim or other rights in respect of the Bank Account or funds in it/them; (iv) we shall not permit any amount to be withdrawn from the Bank Account without the prior written instructions of the Chargee; and (v) we shall not make or permit any changes to the setup of the Bank Account to be made (including account numbers and designation) without the prior written consent of the Chargee.

The SWIFT details for the Bank Account are as follows:

Bank:	[***]
Branch:	[***]
SWIFT:	[***]
Account Name:	[***]
Account Number:	[***]
IBAN:	[***]
Customer reference:	[Insert name of Chargor]

Without prejudice to the provisions of the Pledged Collateral Account Agreement and except as set out in the Notice, any general communication to us in relation to any Bank Account maintained with us may be directed to:

**Name/department:** .....

**Telephone:** .....

**Fax:** .....

**E-mail:** .....

This acknowledgment is governed by [insert Applicable Jurisdiction] and we hereby submit to the exclusive jurisdiction of the courts of [insert Applicable Jurisdiction]

<sup>2</sup>For and on behalf of  
[name of Account Bank]

.....  
[Insert full name of person signing]  
[Insert full title of person signing]

Dated: \_\_\_\_\_

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<sup>2</sup> Signature block not needed when acknowledgment sent by SWIFT. An electronic text version of the acknowledgement may be obtained from Nord Pool on request.