

Participation Agreement

between

Joint Allocation Office S.A.,
with its registered office at 2, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of
Luxembourg, registered with the Luxembourg Trade and Companies Registry (*Registre de
Commerce et des Sociétés*) under number B 142.282

hereinafter referred to as the “**Allocation Platform**”

and

hereinafter referred to as the “**Registered Participant**”

referred to individually as a “**Party**” or together as the “**Parties**”

The Parties hereby agree as follows:

Article 1 – Declarations of the applicant

1. With the delivery of this validly signed Participation Agreement including the duly completed attachments, the Registered Participant declares that it has full and complete knowledge of the "Allocation Rules for Forward Capacity Allocation" (hereinafter referred to as the **Allocation Rules**) which are published on the website of the Allocation Platform and any agreed additional rules in accordance with Article 4 (hereinafter referred to as the **Additional Rules**).
2. The Registered Participant unconditionally accepts the Allocation Rules and any agreed Additional Rules as published by the Allocation Platform as a whole including future amendments
3. In addition to Article 10 of the Allocation Rules the Registered Participant warrants to the Allocation Platform that:
 - a. The information set out in the attachments 1, 2, 3 and 4 to the present Participation Agreement is true, accurate and complete in all material respects;
 - b. 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;
 - c. It has full power and authority to enter into and perform this Participation Agreement and all necessary action has been taken by it to authorize entry into and performance of this Participation Agreement.

Article 2 – Entry into force and term

1. This Participation Agreement enters into force on the date of signature by the Allocation Platform.
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 any agreed Additional Rules.
3. This Participation Agreement is valid as of the date of its execution for an indefinite period of time and can be terminated according to Article 72 of the Allocation Rules and according to any agreed Additional Rules specified in Article 4.

Article 3 – Framework contract

The Participation Agreement creates a framework contract between the Allocation Platform and the Registered Participant for the allocation of Long Term Transmission Rights and any other process for which this Participation Agreement may apply in accordance with Article 4 below. The Allocation Rules constitute an integral part of this framework contract and therefore are the contractual basis for the allocation of Long Term Transmission Rights.

Article 4 – Agreement on additional rules

The Parties may agree on Additional Rules about their rights and obligations, not regulated by the Allocation Rules, including but not limited to the participation in day-ahead explicit allocation and/or any fall-back process for day-ahead implicit and/or intraday explicit allocation. Such agreement shall become effective by a declaration of the Registered Participant in Attachment 1 of this Agreement upon which the Registered Participant accepts the Additional Rules for such additional process as a whole including future amendments. These Additional Rules shall be published on the Allocation Platform's website or attached to the Participation Agreement.

Article 5 – General

1. Capitalized terms defined in the Allocation Rules and/or relevant Additional Rules shall have the meaning ascribed to them in the Allocation Rules and/or relevant Additional Rules unless otherwise defined herein.
2. Allocation Platform undertakes to notify the Registered Participant of any changes in the Attachment 2, no later than one (1) Working Day before such changes take effect.
3. For the purposes of this Participation Agreement Working Hours means the hours between 08:00 am and 05:00 pm on Working Days.
4. This Participation Agreement, the Allocation Rules and all Additional Rules shall be governed by and construed in accordance with the laws of Luxembourg. According to Article 70 of the Allocation Rules the Allocation Platform and the Registered Participant shall first seek amicable settlement through mutual consultation where there is a dispute.
5. If any provision of this Participation Agreement 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 which shall continue in full force and effect.

Article 6 – Suspicion of market abuse

In line with Article 15 of Regulation No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency (REMIT), suspicion of market abuse may be reported where deemed necessary to the regulator.

Article 7 – General Data Protection Regulation (GDPR)

Any personal data exchange between the Allocation Platform and the Registered Participant in the context of this Participation Agreement is processed in accordance with any applicable mandatory (including public policy) legislation or regulation or any mandatory decision of a competent authority, including the terms, conditions and methodologies as required under such legislation or regulation, and also including in particular but not limited to GDPR, and only for the purpose of this Participation Agreement, including managing the contractual relationship amongst the Allocation Platform and the Registered Participant.

Signatures

The Registered Participant Name: Date: Place: Signature: _____ Name: Date: Place: Signature: _____	The Allocation Platform Name: Date: Place: Luxembourg Signature: _____ Name: Date: Place: Luxembourg Signature: _____
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Attachments:

Attachment 1: Submission of information

Attachment 2: Contact information of the Allocation Platform

Attachment 3: TSOs designation information for the Bidding Zone borders for which this information is relevant

Attachment 4: Bidding Zone borders on which the Registered Participant shall be registered according to Shadow Allocation Rules

Attachment 1
Submission of information

1. General information

EIC Code	
VAT Number¹	
ACER Code	

General correspondence

Contact:	
Address:	
Telephone number:	
E-mail:	

Financial contact person (invoicing and self billing)

(Please indicate a single telephone number and e-mail)

Contact:	
Address:	
Telephone number:	
E-mail:	

Operational contact person

(Please indicate a single operational telephone number and e-mail)

Contact:	
Telephone number:	
Mobile phone number:	
E-mail:	

Commercial contact person

(Please indicate a single operational telephone number and e-mail)

Contact:	
Telephone number:	
Mobile phone number:	
E-mail:	

¹ EU Value Added Tax number according to Directive 2003/92/EC

Additional documents required to be attached by the Registered Participant [if relevant]:

- a) Subject to Article 64 of the Allocation Rules, a note explaining which taxes and levies should be considered by the Allocation Platform for invoices and collateral calculations (not required with regard to EU VAT application where Luxembourgish VAT or reverse charge principles are applicable)²
- b) If the Registered Participant is a legal person, an extract of the registration of the Registered Participant in the Trade and Companies Registry of the competent authority. Subject to Article 9 of the Allocation Rules, the Registered Participant is required to submit details regarding the beneficial ownership by providing the Allocation Platform with a beneficial owner structure and if deemed necessary further evidence allowing the Allocation Platform to identify and understand the ownership and control structure of the Registered Participant.

2. Additional declarations for Allocation of Long Term Transmission Rights

Additional declarations	Indicate Yes/No
The Registered Participant will not participate in Auctions and will only participate in transfer of Long Term Transmission Rights. ³	
The Registered Participant wishes to open a dedicated Business Account for the purposes of credit cover and payments in the framework of Article 65 paragraphs 9 and 10 of the Allocation Rules.	

Bank account information⁴

All payments made by the Allocation Platform to the Registered Participant will be made to the following bank account:

Bank:

Account Holder:

SWIFT Code:

IBAN Code:

² It is assumed that this note applies for all relevant Additional Rules.

³ In case the Registered Participant declares "NO" for this declaration the Registered Participant shall wish to open a dedicated Business Account and shall conclude with the Allocation Platform a separate financial agreement.

⁴ It is necessary to provide the Registered Participant's corporate bank account details, regardless whether he wishes to open a dedicated Business Account or not.

3. Declarations for other processes and Additional Rules

Name of the Additional Rules	Declaration of acceptance [Indicate Yes/No]
Relevant Shadow Allocation Rules ⁵	
Relevant Shadow Allocation Rules for CZ-PL, PL-SK, PL-DE, CZ-SK SK-HU Bidding Zone borders	
Rules for explicit Daily Capacity Allocation on Bidding Zone border Croatia-Serbia	
Allocation Rules for Forward Capacity Allocation on Swiss Borders ⁶	
Rules for Explicit Daily Capacity Allocation on Bidding Zone border Bulgaria-Serbia	
Rules for Intraday Capacity Allocation on the GB-Belgian Border	
Rules for Daily Capacity Allocation on the GB-Belgian Border	
Rules for Forward Capacity Allocation on the GB-Belgian Border	
Intraday Allocation Rules for the IFA and IFA2 IC	
Day Ahead Allocation Rules for the IFA and IFA2 IC	
Long Term Allocation Rules for the IFA and IFA2 IC	
Intraday Allocation Rules for the ElecLink IC	
Day Ahead Allocation Rules for the ElecLink IC	
Long Term Allocation Rules for the ElecLink IC	
BritNed Access Rules + Additional rules applicable for daily allocation under JAO on the BritNed Interconnector	
BritNed Access Rules + Additional rules applicable for long-term allocation under JAO on the BritNed Interconnector	
Allocation Rules for Intraday Capacity Allocation on Switzerland – Italy Border	
Daily Capacity Allocation on Swiss Borders*	

The Registered Participant accepts in addition the following Additional Rules in accordance with Article 4 of this Agreement:

Additional Rules in accordance with Article 4 of this Participation Agreement can be also accepted by submission of a separate declaration published by the Allocation Platform amending this Participation Agreement when signed by the Registered Participant and the Allocation Platform.

⁵ The Registered Participant is asked to select Bidding Zone borders for which he wished to be registered in Attachment 4.

⁶ Long term allocation borders are organized by distinctive rules i.e. Allocation Rules for Forward Capacity Allocation on Swiss borders are applicable to the following borders: Switzerland <> Austria, France > Switzerland, Switzerland <> Germany, Switzerland <> Italy NORD.

Attachment 2

Allocation Platform Contact Details

Mail, courier and personal messages must be delivered by to the Allocation Platform at the following address:

Joint Allocation Office S.A.
2 Rue de Bitbourg
L-1273 Luxembourg-
Hamm Grand Duchy of
Luxembourg

Allocation Platform accepts the submitted documents only on Working Days in Working Hours. For other operational communication following contacts shall be used:

Auction Tool Service Desk – User support

Working hours	Landline Phone No.	Service Desk	E-mail
Working days, weekends & Public Holidays: 08:00 – 17:00	+352 27 62 38 38	servicedesk.jao.eu	helpdesk@jao.eu (Only in case Service Desk is unavailable)

Attachment 3

TSO Designation

The specific Bidding Zone borders Germany-France, Germany-Netherlands, Germany-Austria and Germany-Switzerland are operated by more than one TSO on the German side of the border. As nomination has to be submitted by TSO border, the Physical Transmission Rights shall be attributed to one (1) of the respective TSO borders.

Each Registered Participant who wishes to participate in Auction on the mentioned Bidding Zone border(s), irrespective of whether he intends to nominate or not, shall determine to which German TSO acquired Physical Transmission Rights shall be attributed.

The initial TSO designation is determined when signing this Participation Agreement by selecting the TSO on the German side of the Bidding Zone border.

For Bidding Zone border Germany–France:

For Bidding Zone border Germany–Netherlands:

For Bidding Zone border Germany–Austria:

For Bidding Zone border Germany–Switzerland⁷:

The initial TSO designation may be modified by notification to the Allocation Platform no later than seven (7) Working Days before the start of the concerned delivery period in accordance with the form published on the website of the Allocation Platform.⁸

⁷ In order to be able to participate in long term auctions on this border the Allocation Rules for Forward Capacity Allocation on Swiss Borders shall be accepted in Attachment 1 section 3 of the Participation Agreement.

⁸ The Registered Participant acknowledges that in case of change in Balance Responsible Party agreements with TSOs which indicates a change in the initially determined TSO designation, the Registered Participant is responsible to send the Amendment to the Participation Agreement with the updated information.

Attachment 4
Bidding Zone border(s) on which the Registered Participant shall be registered
according to Shadow Allocation Rules

Please refer to the Shadow Allocation Rules to check if the prerequisites for Participation are met (tick the appropriate box(es)):

Netherlands – Belgium Border:	in both directions
Netherlands – Germany Border:	in both directions
France – Belgium Border:	in both directions
France – Germany Border:	in both directions
France – Italy Border:	in both directions
Austria – Italy Border:	in both directions
Austria – Slovenia Border:	in both directions
Slovenia - Italy Border:	in the direction Slovenia to Italy in direction Italy to Slovenia
France – Spain Border:	in both directions
Denmark (DK1) – German Border:	in both directions
Denmark (DK2) – German Border:	in both directions
Norway – Netherlands Border:	in both directions
Croatia – Slovenia Border:	in both directions
Germany – Austria Border:	in both directions
Denmark (DK1) – Netherlands Border:	in both directions
ALEGRO (Belgium – Germany):	in both directions
NordLink (Norway – Germany):	in both directions
Greece – Italy Border:	in the direction Greece to Italy in direction Italy to Greece
Greece – Bulgaria Border:	in both directions
Austria – Czechia Border:	in both directions
Austria – Hungary Border:	in both directions
Bulgaria – Romania Border:	in both directions

Hungary - Slovenia Border:	in both directions
Hungary - Romania Border:	in both directions
Hungary - Croatia Border:	in both directions
Germany - Czechia Border**:	in both directions