

DATED

TRADING PLATFORM USER AGREEMENT

INCORPORATING

TRADING PLATFORM TERMS AND CONDITIONS

between

MAREX SPECTRON EUROPE LIMITED

(the Broker)

and

[INSERT COMPANY NAME]

(the Trading Participant)

CONTENTS

CLAUSE

1.	Definitions and Interpretation.....	1
2.	Trading Platform Terms and Conditions.....	3
3.	Contact Details	3
4.	General	3

ANNEX

ANNEX A – TRADING PLATFORM TERMS AND CONDITIONS	5
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THIS AGREEMENT made the day of 2020

BETWEEN

- (1) **Marex Spectron Europe Limited**, , registered in Ireland with Company Registration Number 618432 and with its registered office at 10 Earlsfort Terrace, Dublin 2, DO2 T380 , Ireland (the "**Broker**"); and
 - (2) **[INSERT NAME]** a company registered in **[INSERT COUNTRY]** with Company Registration Number **[INSERT NUMBER]** and having its registered offices at **[INSERT ADDRESS]** (the "**Trading Participant**").
- together the "Parties" and each a "Party"

RECITALS

- A. The Transporter is the transmission system operator responsible for the operation, maintenance and development of the Transportation System (as hereinafter defined).
- B. Under EU Regulation of 26 March 2014 establishing a Network Code on Gas Balancing of Transmission Networks (the "**Balancing Regulation**") a transmission system operator is obliged to endeavour to ensure that the criteria set out in Article 10.1 of the Balancing Regulation are met on at least one trading platform.
- C. Following a Request for Tenders issued by the Transporter in respect of the provision of a trading platform as referred to in (b) above (reference 16/216), the Transporter and Energy Broking Ireland¹ have executed a Trading Platform Availability Contract ("TPAC") pursuant to which the Broker has agreed to provide the required trading platform.
- D. This Trading Platform User Agreement sets out the terms and conditions upon which the Broker agrees to operate and make the trading platform available to the Trading Participant and the terms on which the Trading Participant may use the Trading Platform and the services of the Broker.

IT IS HEREBY AGREED as follows

1. DEFINITIONS AND INTERPRETATION

- 1.1 Capitalised terms used but not otherwise defined here shall have the meaning given to them in the Trading Platform Terms and Conditions.
- 1.2 In this Trading Platform User Agreement:

¹ Energy Broking Ireland was acquired by Marex Spectron Europe Limited (the Broker) in February 2019.

Effective Date means the date on page 1.

Trading Platform User Agreement means this agreement incorporating the Trading Platform Terms and Conditions.

Trading Platform Terms and Conditions means the terms and conditions for the provision of a broking service by the Broker identified as such and is published by the Broker (on the Broker's website) as they may be amended from time to time, with the consent of the Transporter. The current version of the Trading Platform Terms and Conditions are as set out in Annex A.

- 1.3 Except where expressly provided to the contrary in this Agreement:
- 1.3.1 the Schedules form part of this Agreement and in event of any conflict between the main body of this Agreement and a Schedule, the main body of this Agreement shall prevail;
 - 1.3.2 reference to any Party or any Person includes that Party's or that Person's successors and permitted assigns;
 - 1.3.3 any reference to any consent not to be unreasonably withheld is deemed to be qualified by the requirement that such consent shall not be unreasonably conditioned or delayed;
 - 1.3.4 reference to include and including is deemed to be qualified by the additional item without limitation;
 - 1.3.5 reference to any publication, statute, rule, regulation, instrument, code, standard or agreement means the same as amended, supplemented or replaced from time to time;
 - 1.3.6 references to time and/or days in this Agreement means the time and day in Dublin;
 - 1.3.7 any reference to a Clause, or Clauses or a Schedule or Schedules is a reference to a Clause or Schedule of this Agreement;
 - 1.3.8 headings are inserted for ease of reference only and shall not affect interpretation nor have any legal effect;
 - 1.3.9 unless the context requires otherwise, words denoting the singular include the plural and vice versa and words denoting any gender include all genders.
- 1.4 Save for as set out below the Trading Platform User Agreement incorporating the Trading Platform Terms and Conditions constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreement relating to the provision of the services provided under this Agreement or any declaration or statement, oral or written, which the Broker may have made.

For the avoidance of doubt nothing herein shall or shall be deemed to supersede or adversely affect any other agreement between the Broker and the Trading Participant including, the Trading Platform Availability Contract

2. TRADING PLATFORM TERMS AND CONDITIONS

2.1 In consideration of the mutual undertakings set out in this Trading Platform User Agreement the Broker agrees and undertakes to the Trading Participant and the Trading Participant hereby agrees and undertakes to the Broker to be bound by the Trading Platform Terms and Conditions as from the Effective Date (or such other date as may be agreed between the parties) and to comply with and perform their respective obligations in accordance with and subject to the Trading Platform Terms and Conditions which are hereby incorporated into this agreement.

2.2 The Trading Platform Terms and Conditions will apply to the Parties and will be deemed to have been accepted by the Trading Participant every time it enters into a Transaction using the Trading Platform.

3. CONTACT DETAILS

3.1 For the purpose of any written notice to be sent in accordance with the provisions of this Agreement:

The Brokers address for notices is: Suite 401, Q House, 76 Furze Road, Sandyford Business Park, Dublin D18 N504

The Trading Participants address for notices is: **[INSERT ADDRESS]**

4. GENERAL

4.1 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same Agreement.

In witness whereof this Agreement has been duly executed by the undersigned signatories on behalf of each of the Parties with effect as of the day and year first herein written and each signatory body hereby warrants that they have the authority to sign on behalf of the Party they are purporting to bind.

SIGNED for and on behalf of
the **Broker** in the presence of:

By: _____

Name:

Title:

SIGNED for and on behalf of
the **Trading Participant** in the presence of:

By: _____

Name:

Title:

Annex A – Trading Platform Terms and Conditions as of the day of 2020