**Version 1.1(a) /February 23, 2021**

**EFET**

**European Federation of Energy Traders**

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##### WAIVER: THE FOLLOWING CERTIFICATE MASTER AGREEMENT WAS PREPARED BY EFET'S MEMBERS EXERCISING ALL REASONABLE CARE. HOWEVER, EFET, THE EFET MEMBERS, REPRESENTATIVES AND COUNSEL INVOLVED IN ITS PREPARATION AND APPROVAL SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ITS USE AND ANY DAMAGES OR LOSSES RESULTING OUT OF ITS USE IN ANY INDIVIDUAL CASE AND IN WHATEVER JURISDICTION. IT IS THEREFORE THE RESPONSIBILITY OF EACH PARTY WISHING TO USE THIS CERTIFICATE MASTER AGREEMENT TO ENSURE THAT ITS TERMS AND CONDITIONS ARE LEGALLY BINDING, VALID AND ENFORCEABLE AND BEST SERVE TO PROTECT THE USER'S LEGAL INTEREST. USERS OF THIS CERTIFICATE MASTER AGREEMENT ARE URGED TO CONSULT RELEVANT LEGAL OPINIONS MADE AVAILABLE THROUGH EFET AS WELL AS THEIR OWN COUNSEL.

**EFET MEMBERS ARE REFERRED TO THE USAGE NOTE TO THIS CERTIFICATE MASTER AGREEMENT AVAILABLE ON THE EFET WEBSITE.**

**EECS Certificate & National Scheme Certificate Master Agreement**

Between

having its registered office at

(**"*[abbreviation of name]*"**) and

having its registered office at

###### ("[abbreviation of name]")

(referred to jointly as the **"Parties"** and individually as a **"Party"**)

entered into on (**"Effective Date"**).

#### § 22

**Miscellaneous**

1. **Recording Telephone Conversations:** Each Party is entitled to record telephone conversations held in connection with the Agreement and to use the same as evidence. Each Party waives any further notice of such recording and acknowledges that it has obtained all necessary consents of its officers and employees to such recording.
2. **Notices and Communications:** Except as otherwise provided herein or agreed with respect to an Individual Contract, all notices, declarations or invoices sent by one Party to the other shall be in writing and shall be delivered by letter (overnight mail or courier, postage prepaid) or facsimile as specified in the Election Sheet. Each Party may change its notice information by written notice to the other. Written notices, declarations and invoices shall be deemed received and effective:
	1. if delivered by hand, on the Business Day delivered, or on the first Business Day after the date of delivery if delivered on a day other than a Business Day;
	2. if sent by first class post, on the second (2nd) Business Day after the date of posting, or if sent from one country to another on the fifth (5th) Business Day after the day of posting; or
	3. if sent by facsimile transmission and a valid transmission report confirming good receipt is generated, on the day of transmission if transmitted before 17.00 hours (recipient's time) on a Business Day or otherwise at 09.00 hours (recipient's time) on the first Business Day after transmission.
3. **Amendments:** Except as provided in [§ 3](#_bookmark2) (*Concluding and Confirming Individual Contracts*) with respect to Confirmations, any amendments or additions to the Certificate Master Agreement shall be made only in writing signed by both Parties.
4. **Partial Invalidity:** Subject to § 14 (*Change in Law*), if at any time any provision of the Certificate Master Agreement or an Individual Contract is or becomes illegal, invalid or unenforceable, in any respect, under the Law of any relevant jurisdiction, neither the legality, validity nor enforceability of the remaining provisions of the Certificate Master Agreement or of any Individual Contract, shall be in any way affected or impaired thereby. The Parties undertake to replace any illegal, invalid or unenforceable provision with a legal, valid and enforceable provision which comes as close as possible to the invalid provision as regards its economic intent.
5. **Third Party Rights:** The Parties do not intend that any third party shall have any rights under, or be able to enforce, the Agreement and the Parties exclude to the extent permitted under Applicable Law any such third party rights that might otherwise be implied.
6. **Transaction Costs:** The Seller and the Buyer will each bear its own fees and expenses incurred in connection with the negotiations, preparation and execution of this Agreement and the transactions contemplated by this Agreement. In the case of EECS Certificates, the Seller will furthermore bear all transfer costs up to the AIB Hub while the Buyer will bear all transfer costs from the AIB Hub to its Account.

Executed by the duly authorised representative of each Party effective as of the Effective Date.

###### [Name of Party] [Name of Party]

***[Name of Signatory/ies] [Name of Signatory/ies]***

***[Title of Signatory/ies] [Title of Signatory/ies]***

**EFET**

**European Federation of Energy Traders**

**Annex 2 to the**

**Certificate Master Agreement Election Sheet**

with an Effective Date of ……………………..

between………………………… and…………………………………….

##### ("Party A") ("Party B")

**PART I: CUSTOMISATION OF PROVISIONS IN THE CERTIFICATE MASTER AGREEMENT**

**§1**

**Subject of Agreement**

**§ 1.2 Pre-Existing Contracts:** [ ] § 1.2 shall apply;

***otherwise*** § 1.2 shall not apply

##### §2

**Definitions and Construction**

**§ 2.4 References to Time:** time references shall be:

[ ] to the following time zone:

 ;

***otherwise*** as written in the Certificate Master Agreement (i.e. CET)

##### §3

**Concluding and Confirming Individual Contracts**

**§ 3.4 Authorised Persons:** [ ] § 3.4 shall apply to Party A and shall be as designated in Annex

 ;

***otherwise*** § 3.4 shall not apply to Party A

[ ] § 3.4 shall apply to Party B and shall be as designated in Annex

 ;

***otherwise*** § 3.4 shall not apply to Party B

##### §4

**Primary Obligations For Delivery and Acceptance of Certificates**

**§ 4.4 Documentation of Actual Deliveries and Receipts:**

The documentation to be provided by the Seller pursuant to:

§ 4.4(a) shall be: ; and

§ 4.4(b) shall be:

**§5**

**Transfer, Risk, No Encumbrances and Ineffectiveness**

**§ 5.4 Ineffectiveness:** the Party responsible for the determination of either § 5.4(b)(i) or

§ 5.4(b)(ii) shall be

##### §6

**Non-Performance Due to Force Majeure**

**§ 6.1 Definition of Force Majeure:**

[ ] § 6.1(a), (b), (c) or (d) shall not apply as written but instead shall be as follows:

 ;

***otherwise*** § 6.1 shall apply as written in the Certificate Master Agreement, whereby:

[ ] § 6.1(a) shall apply; [ ] § 6.1(b) shall apply;

[ ] § 6.1(c) shall apply; and/or

[ ] § 6.1(d) shall apply and shall be as follows:

##### §9

**Term and Termination Rights**

**§ 9.2 Expiration Date and 30 Day Termination Notice:**

[ ] § 9.2 shall apply and the Expiration Date shall be:

 ;

***otherwise*** § 9.2 shall not apply and there shall be no Expiration Date

**§ 9.4 Automatic Termination:** [ ] § 9.4 shall apply to Party A, with termination effective

 ;

***otherwise*** § 9.4 shall not apply to Party A

[ ] § 9.4 shall apply to Party B, with termination effective

 ;

***otherwise*** § 9.4 shall not apply to Party B

##### § 9.5(b) Cross Default and Acceleration:

[ ] § 9.5(b)(i) shall not apply to Party A;

***otherwise*** § 9.5(b)(i) shall apply to Party A,

[ ] § 9.5(b)(i) shall not apply to Party B;

***otherwise*** § 9.5(b)(i) shall apply to Party B

[ ] § 9.5(b)(ii) shall apply to Party A and the Threshold Amount for Party A shall be: ;

***otherwise*** § 9.5(b)(ii) shall not apply to Party A

[ ] § 9.5(b)(ii) shall apply to Party B and the Threshold Amount for Party A shall be: ;

***otherwise*** § 9.5(b)(ii) shall not apply to Party B

##### § 9.5(c) Winding-up/lnsolvency/Attachment:

[ ] § 9.5(c)(iv) shall apply and the applicable time period is within calendar days;

***otherwise*** § 9.5(c)(iv) shall not apply

##### § 9.5(d) Failure to Deliver or Accept:

[ ] § 9.5 shall apply and the number of permitted occasions is , [ ] consecutively; or

[ ] in aggregate;

***otherwise*** § 9.5 shall not apply

##### § 9.5 Definition of Material Reason:

[ ] the following additional Material Reasons shall apply to Party A:

 ; ***otherwise*** the Material Reasons for Party A shall be limited to those stated in the Certificate Master Agreement

[ ] the following additional Material Reasons shall apply to Party B:

 ; ***otherwise*** the Material Reasons for Party B shall be limited to those stated in the Certificate Master Agreement

##### §11

**Calculation of the Termination Amount**

**§ 10.2(c) Settlement Amount (Losses):**

[ ] losses associated with regulatory fines shall apply;

***otherwise*** losses associated with regulatory fines shall not apply

##### §11

**Limitation of Liability**

**§ 11 Application of Limitation:** [ ] § 11 shall be amended or replaced in its entirety as follows:

;

***otherwise*** § 11 shall apply as written in the Certificate Master Agreement

##### § 11.3(b) Consequential Damage and Limitation of Liability:

[ ] § 11.3(b)(i) shall apply; or

[ ] § 11.3(b)(ii) shall apply and the Limitation Amount shall be

##### §12

**Invoicing and Payment**

**§ 12.2 Payment:** initial billing and payment information for each Party is set out in § 22 of this

Election Sheet

[ ] the currency shall be ;

***otherwise*** the currency shall be EURO

**§ 12.3 Payment Netting:** [ ] § 12.3 shall apply; or

***otherwise*** § 12.3 shall not apply

**§ 12.4 Default Interest:** the Interest Rate shall be the one month EURIBOR interest rate for 11:00 a.m.

CET on the Due Date *plus* percent ( \_ %) per annum, provided that if the Interest Rate would otherwise be less than zero, the Interest Rate shall be floored at zero and any margin applied thereto.

**§ 12.5 Disputed Amounts:** [ ] § 12.5(a) shall apply; or

[ ] § 12.5(b) shall apply

##### §13

**VAT and Other Taxes**

**§ 13.5 Termination for New Tax:** [ ] subject to the terms of an Individual Contract, the provisions of § 13.5

shall only apply in the following circumstances:

 ; ***otherwise*** the provisions of § 13.5 shall apply to such Individual Contract only in the circumstances specified in the first paragraph of § 13.5

**§ 13.6 Withholding Tax:** [ ] § 13.6 shall apply, in the case of § 13.6(b)(ii) the documents shall be

 ;

***otherwise*** § 13.6 shall not apply

##### §14

**Change in Law**

**§ 14.2 Change in Law and Price Adjustments:**

[ ] § 14.2 shall apply;

***otherwise*** § 14.2 shall not apply

##### § 14.3 Event of Change in Law and Ineffectiveness:

[ ] § 14.3(b) shall apply;

***otherwise*** § 14.3(a) shall apply

#### §15

**Guarantees and Credit Support**

##### § 15 Credit Support Documents:

Party A shall provide Party B with the following Credit Support Document(s):

Party B shall provide Party A with the following Credit Support Document(s):

**§ 15 Credit Support Provider:** The Credit Support Provider(s) of Party A shall be:

The Credit Support Provider(s) of Party B shall be:

#### §16

**Performance Assurance**

**§ 16.2 Material Adverse Change:** the following categories of Material Adverse Change shall apply to Party A:

[ ] § 16.2(a) (*Credit Rating*), and the minimum rating shall be:

 , whereby: [ ] § 16.2(a)(iii) shall apply;

***otherwise*** § 16.2(a)(iii) shall not apply

[ ] § 16.2(b) (*Credit Rating of Credit Support Provider that is a Bank*) and the minimum rating shall be:

[ ] § 16.2(c) (*Financial Covenants*), and the EBIT to Interest ratio shall be:

 , the Funds From Operations to Total Debt ratio shall be: , and the Total Debt to Total Capitalisation ratio shall be:

[ ] § 16.2(d) (*Decline in Tangible Net Worth*), and the relevant figure is:

[ ] § 16.2(e) (*Expiry of Performance Assurance or Credit Support Document*), and

[ ] the relevant time period shall be ;

***otherwise*** no time period shall apply

[ ] § 16.2(f) (*Failure of Performance Assurance or Credit Support Document*)

[ ] § 16.2(g) (*Failure of Control and Profit Transfer Agreement*) [ ] § 16.2(h) (*Impaired Ability to Perform*)

[ ] § 16.2(i) (*Amalgamation/Merger*)

the following categories of Material Adverse Change shall apply to Party B: [ ] § 16.2(a) (*Credit Rating*), and the minimum rating shall be:

 , whereby: [ ] § 16.2(a)(iii) shall apply;

***otherwise*** § 16.2(a)(iii) shall not apply

[ ] § 16.2(b) (*Credit Rating of Credit Support Provider that is a Bank*) and the minimum rating shall be:

[ ] § 16.2(c) (*Financial Covenants*), and the EBIT to Interest ratio shall be:

 , the Funds From Operations to Total Debt ratio shall be: , and the Total Debt to Total Capitalisation ratio shall be:

[ ] § 16.2(d) (*Decline in Tangible Net Worth*), and the relevant figure is:

[ ] § 16.2(e) (*Expiry of Performance Assurance or Credit Support Document*), and

[ ] the relevant time period shall be ;

***otherwise*** no time period shall apply

[ ] § 16.2(f) (*Failure of Performance Assurance or Credit Support Document*)

[ ] § 16.2(g) (*Failure of Control and Profit Transfer Agreement*) [ ] § 16.2(h) (*Impaired Ability to Perform*)

[ ] § 16.2(i) (*Amalgamation/Merger*)

#### §17

**Provision of Financial Statements and Tangible Net Worth**

**§ 17.1 (a) Annual Reports:** [ ] Party A need not deliver annual reports;

***otherwise*** Party A shall deliver annual reports

[ ] Party B need not deliver annual reports;

***otherwise*** Party B shall deliver annual reports

**§ 17.1(b) Quarterly Reports:** [ ] Party A need not deliver quarterly reports;

***otherwise*** Party A shall deliver quarterly reports

[ ] Party B need not deliver quarterly reports;

***otherwise*** Party B shall deliver quarterly reports

##### § 17.2 Decline in Tangible Net Worth:

[ ] Party A shall have a duty to notify as provided in § 17.2, and the applicable figure for it shall be ; ***otherwise*** Party A shall have no duty to notify as provided in § 17.2

[ ] Party B shall have a duty to notify as provided in § 17.2, and the applicable figure for it shall be ;

***otherwise*** Party B shall have no duty to notify as provided in § 17.2

#### §18

**Assignment**

**§ 18.2 Assignment to Affiliates:** [ ] Party A may assign in accordance with § 18.2; or

[ ] Party A may assign in accordance with § 18.2, provided that the Affiliate is incorporated in the same jurisdiction as Party A;

***otherwise*** Party A may not assign in accordance with § 18.2

[ ] Party B may assign in accordance with § 18.2;

[ ] Party B may assign in accordance with § 18.2, provided that the Affiliate is incorporated in the same jurisdiction as Party B;

***otherwise*** Party B may not assign in accordance with § 18.2

#### §19

**Confidentiality**

**§ 19.1 Confidentiality Obligation:**[ ] § 19 shall not apply;

***otherwise*** § 19 shall apply

#### §20

**Representation and Warranties**

**§ 20.1 Representations and Warranties of the Seller:** The following representations and warranties are made by the Seller:

§ 20(1)(a) [ ] no, ***otherwise*** yes

§ 20(1)(b) [ ] no, ***otherwise*** yes

§ 20(1)(c) [ ] no, ***otherwise*** yes

§ 20(1)(d) [ ] no, ***otherwise*** yes

**§ 20.2 Additional Representations and Warranties:** The following representations and warranties are made:

|  |  |  |
| --- | --- | --- |
|  | by Party A: | by Party B: |
| § 20(2)(a) | [ ] no, ***otherwise*** yes | [ ] no, ***otherwise*** yes |
| § 20(2)(b) | [ ] no, ***otherwise*** yes | [ ] no, ***otherwise*** yes |
| § 20(2)(c) | [ ] no, ***otherwise*** yes | [ ] no, ***otherwise*** yes |
| § 20(2)(d) | [ ] no, ***otherwise*** yes | [ ] no, ***otherwise*** yes |
| § 20(2)(e) | [ ] no, ***otherwise*** yes | [ ] no, ***otherwise*** yes |
| § 20(2)(f) | [ ] no, ***otherwise*** yes | [ ] no, ***otherwise*** yes |
| § 20(2)(g) | [ ] no, ***otherwise*** yes | [ ] no, ***otherwise*** yes |
| § 20(2)(h) | [ ] no, ***otherwise*** yes | [ ] no, ***otherwise*** yes |
| § 20(2)(i) | [ ] no, ***otherwise*** yes | [ ] no, ***otherwise*** yes |

|  |  |  |
| --- | --- | --- |
| § 20(2)(j) | [ ] no, ***otherwise*** yes | [ ] no, ***otherwise*** yes |
| § 20(2)(k) | [ ] no, ***otherwise*** yes | [ ] no, ***otherwise*** yes |
| § 20(2)(l) | [ ] no, ***otherwise*** yes | [ ] no, ***otherwise*** yes |
| § 20(2)(m) |  |  |

[ ] In addition, Party A represents and warrants the following:

[ ] In addition, Party B represents and warrants the following:

#### §21

**Governing Law and Arbitration**

##### § 21 Governing Law and Arbitration:

[ ] Option A shall apply; or

[ ] Option B shall apply and the language of the arbitration shall be:

 ; or

[ ] Neither Option A nor Option B shall apply, and the following provisions shall apply in respect of governing law and arbitration

##### § 21.3 Expert Determination:

[ ] §21.3 shall apply;

***otherwise*** § 21.3 shall not apply

#### §22

**Miscellaneous**

##### § 22.2 Notices, Invoices and Payments:

* 1. **TO PARTY A: Contact and Bank Details**

**Notices & Correspondence**

Telephone No: Fax No:

Attention: *[Job Title]*

With copy to: *[Job Title]*

**Invoices** Address: Fax No:

Attention: *[Job Title]*

##### Payments

Bank account details:

General account number

(subject to specification to the contrary in a Confirmation):

##### Confirmations

Attention: *[Job Title]*

Fax Number: E-Mail:

##### TO PARTY B: Contact and Bank Details

**Notices & Correspondence**

Telephone No: Fax No:

Attention: *[Job Title]*

With copy to: *[Job Title]*

**Invoices** Address: Fax No:

Attention: *[Job Title]*

##### Payments

Bank account details:

General account number

(subject to specification to the contrary in a Confirmation):

##### Confirmations

Attention: *[Job Title]*

Fax Number: E-mail:

##### PART II: ADDITIONAL PROVISIONS TO THE CERTIFICATE MASTER AGREEMENT

Executed by the duly authorised representative of each Party effective as of the Effective Date.

##### "Party A" "Party B"

*[Name of Party] [Name of Party]*

*[Name of Signatory/ies] [Name of Signatory/ies]*

*[Title of Signatory/ies] [Title of Signatory/ies]*

**EFET**

**European Federation of Energy Traders**

**Annex 3 to the**

**Certificate Master Agreement Confirmation of Individual Contract**

between

 as Seller and

 as Buyer. concluded on: / / , . hours

Trader/Contact person: Deal-number:

**Database data:** Seller: Authorised Issuing Body:

Account number or Account name:

Buyer: Authorised Issuing Body:

 Account number or Account name:

**Certificate:** An EECS Certificate issued:

[ ] as an EECS GO under the Electricity Scheme of the EECS Rules in the country of production, and which has the meaning given to "Guarantee of Origin" under Articles 2(j) and 15 of the Directive 2009/28/EC on the promotion of electricity produced from renewable energy sources in the internal electricity market (and any successor Law);

[ ] as a RECS Certificate under the Electricity Scheme of the EECS Rules in the Domain of Production; or

[ ] as an EECS-Disclosure Certificate under the Electricity Scheme of the EECS Rules in the Domain of Production; or

[ ] A *[specify national scheme certificate name]* issued by

 *[specify Authorised Issuing Body for national scheme certificates]* to evidence the production of renewable source energy issued in accordance with the National Scheme Rules, as specified in this Individual Contract (**"National Scheme Certificate"**),

where one Certificate equals 1 MWh.

**Energy source:** *[specify in relation to Certificate, e.g. electricity, gas, fuel, heating, cooling, etc.]*

**Certificate Details:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Production Year** | **Technology** | **Quantity (MWh)** | **Price per Certificate** | **Delivery Date** |
|  |  |  |  |  |
|  |  |  |  |  |
| **Total Contract Price** | **(Total)** |  |

Minimum validity of the Certificates upon delivery:

Earmark/s:

Additional quality:

***For EECS Certificates:***

##### Domain of

**Production:**

**Domain for Delivery:**

**Transfer by Cancellation Statement:**

Domain/

production device

Authorised Issuing Body

Domain

Authorised Issuing Body

[ ] Transfer by Cancellation Statement shall apply;

***otherwise*** Electronic Transfer shall apply

##### Registry for issuance of Cancellation Statement:

*[specify applicable Domain]*

##### Version of the EECS Rules:

The version of the EECS Rules published by the AIB on the date of conclusion of the transaction shall apply to this Confirmation of Individual Contract

***For National Scheme Certificates:***

##### Authorised Issuing

**Body:**

*[specify]*

**Registry:** *[specify name and website of National Scheme Certificate Registry]*

**Registry Operator:** *[specify]*

**National Scheme Rules:** *[specify, which may include legislation or rules enacted by the Competent Authority]*

##### Transfer by Cancellation Statement:

[ ] shall apply, subject to a transfer by Cancellation Statement being possible under the National Scheme Rules;

***otherwise*** Electronic Transfer shall apply

***For both EECS Certificates and National Scheme Certificates:***

**Delivery Point:** with respect to Certificates:

[ ] *[specify]*;

***otherwise*** Buyer's Account

with respect to Cancellation Statements (if applicable):

[ ] *[specify, e.g. facsimile]*;

***otherwise*** receipt of email (with copy of Cancellation Statement attached) by Buyer in accordance with § 22.2 (*Notices and Communications*)

##### Economic intent of the Parties:

*[specify in accordance with § 14.1(f)]*

**Designated Purpose:** *[specify for the Certificates, e.g. regulatory compliance purpose, in connection with Ineffectiveness definition]*

##### Competent Authority for the Designated Purpose

**Ineffectiveness Loss Amount:**

*[specify]*

*[specify amount or formula]*

##### Ineffectiveness (days after Delivery Date):

*[specify where § 14.3(b) is specified as applying in the Election Sheet]*

##### Documentation of Actual Deliveries and Receipts:

**Additional requirements (if any):**

*[specify in accordance with § 4.4, if applicable]*

This Confirmation confirms the Individual Contract entered into pursuant to the Certificate Master Agreement and supplements and forms part of that Certificate Master Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date: Signature: