

EFET

European Federation of Energy Traders

Webpage: www.efet.org

EECS CERTIFICATES APPENDIX

to the
EFET General Agreement
Concerning the Delivery and Acceptance of Electricity
Version 2.1(a)/September 21, 2007
(the "EECS Certificates Appendix")

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

EFET

European Federation of Energy Traders

EECS Certificates Appendix

to the

General Agreement

Concerning the Delivery and Acceptance of Electricity

Version 2.1(a)/September 21, 2007

EECS CERTIFICATES APPENDIX

dated as of _____

(the "EECS Certificates Appendix Effective Date")

Between

[_____]

and

[_____]

Check the box and fill in date ONLY if you are using this EECS Certificates Appendix to modify and supplement a previously executed General Agreement between the Parties:

By executing this EECS Certificates Appendix in the signature block at the end hereof, the Parties modify, supplement and amend, to the extent set forth herein, certain provisions of that previously executed General Agreement entered into and dated as of _____, _____ to provide that the terms of this EECS Certificates Appendix shall be incorporated therein and shall be applicable to and thereafter govern all EECS Certificates Transactions (as hereinafter defined).

All EECS Certificates Transactions entered into by the Parties for and concerning the delivery of EECS Certificates, which were entered into prior to the EECS Certificates Appendix, but which remain either fully or partially unperformed as of the EECS Certificates Appendix Effective Date (each such transaction a "Pre-Existing EECS Certificates Transaction") shall, as of the EECS Certificates Appendix Effective Date:

become a EECS Certificate Transaction hereunder, subject to the terms and conditions of the Agreement, as modified by this EECS Certificates Appendix; or

not become a EECS Certificates Transaction hereunder and instead shall remain governed by and subject only to their original terms and conditions.

The provisions of the General Agreement are hereby modified, supplemented and amended in respect of EECS Certificates Transactions (as defined below) in accordance with the following:

1. **Incorporation of EECS Rules and Defined Terms**

Capitalised terms used the Agreement not otherwise defined herein (including in Annex 1 of this EECS Certificates Appendix) shall have the meanings given to them in the version number of the Principles & Rules of Operation of the Members of the Association of Issuing Bodies for the European Energy Certificate System, as specified in the Confirmation (the “**EECS Rules**”), and in the Relevant Domain Protocol in force at the date each EECS Certificates Transaction (as defined below) is entered into. The version of the EECS Rules specified in the Confirmation as published by the Association of Issuing Bodies for the European Energy Certificate System at http://www.aib-net.org/portal/page/portal/AIB_HOME/AIB_OPE/EECS are expressly incorporated into this Agreement by reference.

For the purposes of EECS Certificates Transactions, Annex 1 to the General Agreement shall be amended by the deletion of the following definitions:

“**Alternative Commodity Reference Price**”, “**Alternative Settlement Price**”, “**American Style Option**”, “**Calculation Agent**”, “**Calculation Date**”, “**Calculation Method**”, “**Call Option**”, “**Commodity Reference Price**”, “**Contract Capacity**”, “**Dealers**”, “**European Style Option**”, “**Exercise**”, “**Exercise Deadline**”, “**Exercise Period**”, “**Fallback Mechanism**”, “**Floating Price**”, “**Holder**”, “**Market Disruption Event**”, “**Network Operator**”, “**Option**”, “**Premium**”, “**Premium Payment Date**”, “**Price Source**”, “**Put Option**”, “**Settlement Date**”, “**Settlement Price**”, “**Valid Certificate**”, and “**Writer**”.

2. **Applicability of this EECS Certificates Appendix**

This EECS Certificates Appendix to the General Agreement modifies, amends and supplements, to the extent set forth herein, certain provisions of the General Agreement (which pursuant to **§1.1 (Subject of Agreement)** of the General Agreement includes its Annexes and Election Sheet) and, shall apply to and govern all Individual Contracts entered into by the Parties for the delivery and acceptance of EECS Certificates (each such Individual Contract being a “**EECS Certificates Transaction**” and, collectively, the “**EECS Certificates Transactions**”). Any and all future Individual Contracts between the Parties that constitute EECS Certificates Transactions shall be automatically subject to the General Agreement as it is modified, amended and supplemented by its Annexes, Election Sheet and this EECS Certificates Appendix without further action by the Parties, unless the terms of such Individual Contract expressly provide that it shall not be subject to this EECS Certificates Appendix. For all other types of Individual Contracts which are not EECS Certificates Transactions, the General Agreement shall remain unmodified by this EECS Certificates Appendix. In the event of any inconsistency between the General Agreement and this EECS Certificates Appendix, this EECS Certificates Appendix shall prevail for purposes of all EECS Certificates Transactions. In the event of any inconsistency between the terms of a EECS Certificates Transaction (whether evidenced in a Confirmation or otherwise) and the provisions of either this EECS Certificates Appendix or the General Agreement, the terms of the EECS Certificates Transaction shall prevail for the purposes of that EECS Certificates Transaction. In the event of any inconsistency between the EECS Rules or the Relevant Domain Protocol and this EECS Certificates Appendix, the EECS Rules shall prevail. In the event of any inconsistency between the EECS Rules and the Relevant Domain Protocol, the Relevant Domain Protocol shall prevail.

3. **Confirmations**

3.1 **§ 3.2 (Confirmations)** of the General Agreement shall be amended by adding after the reference in the last line to “Annex 2a – d” and “and Annex 2 of the EECS Certificates Appendix”.

3.2 Annex 2 to this EECS Certificates Appendix shall be added to the General Agreement for use in EECS Certificates Transactions only.

4. Special Conditions for EECS Certificates Transactions

4.1 For the purposes of EECS Certificates Transactions, each reference in the General Agreement to:

- (a) “Electricity” shall be deleted and replaced with the words “EECS Certificates”;
- (b) “delivery” shall be replaced with the word “Delivery”; and
- (c) “delivered” shall be replaced with the word “Delivered”.

5. Primary Obligations for Delivery and Acceptance of EECS Certificates

5.1 For the purposes of a EECS Certificates Transaction §4.1 (*Delivery and Acceptance*) of the General Agreement shall be amended by:

- (a) the deletion of §4.1 (*Delivery and Acceptance*) and its replacement with the following:

“1. **Delivery and Acceptance.** In accordance with each EECS Certificates Transaction and with the provisions of the EECS Rules and the Relevant Domain Protocol, the Seller shall Schedule, sell and Deliver, or cause to be Delivered, and the Buyer shall purchase and accept, or cause to be accepted, the Contract Quantity of EECS Certificates; and the Buyer shall pay to the Seller the relevant Contract Price.”

- (b) renumbering §4.2 (*Definition of Schedule: “Schedule”*) as §4.4 (*Definition of Schedule: “Schedule”*) and replacing it with the following:

“4. **Definition of Schedule.** “Schedule” shall mean, those actions necessary for a Party to effect its Delivery or acceptance (if applicable) obligations, which may include nominating, initiating, requesting and confirming with the Registry Operator of the Applicable EECS Registration Database (and if applicable, the other Party) the Contract Quantity of EECS Certificates, the EECS Certificate Details (including, the relevant Production Device I.D.(s), the relevant production periods, the usage for any cancellation, the face values, as applicable), the account I.D. of the Buyer’s Account and any other relevant terms of the EECS Certificates Transaction in accordance with the EECS Rules and the Relevant Domain Protocol and any other customary industry practices and procedures to ensure that all applicable requirements for effecting Delivery from the Seller to the Buyer by the Delivery Date are met. For the avoidance of doubt, the Parties’ obligations to Schedule shall include the obligation to ensure their respective accounts in the Applicable EECS Registration Database are properly established in time to discharge their respective Delivery, cancellation or acceptance obligations under a EECS Certificates Transaction.”

- (c) the addition of the following new clauses as § 4.2 (*Electronic Transfer of EECS Certificates*) and § 4.3 (*Transfer by Cancellation Statement*) as follows:

“2. **Electronic Transfer of EECS Certificates:** Unless “Transfer by Cancellation Statement” is specified to apply in the Confirmation to a EECS Certificates Transaction, no later than on the relevant Delivery Date, the Seller shall Schedule the Delivery of the Contract Quantity to the Buyer’s Account with the relevant Authorised Issuing Body in accordance with the EECS Rules and the Relevant Domain Protocol (“**Electronic Transfer**”).

3. **Transfer by Cancellation Statement:** If the Parties so specify in the Confirmation to the EECS Certificates Transaction, the Seller shall Schedule the initiation of the cancellation of the relevant Contract Quantity of EECS Certificates held in the EECS Registration Database specified in the Confirmation to a EECS Certificates Transaction and specifying, for the purposes of the Cancellation Statement to be issued by the applicable Registry Operator, the Buyer as the named recipient of the

cancelled EECS Certificates. By no later than the Delivery Date, the Seller shall notify the Buyer in writing by sending a statement in an agreed format including information on the:

- quantity of EECS Certificates cancelled;
- cancelling Domain;
- recipient of the cancelled EECS Certificates;
- cancellation purpose; and
- provide a copy of the Cancellation Statement.

For the avoidance of doubt, the Parties will not specify in the Confirmation to the Individual Contract that Transfer by Cancellation Statement shall apply unless there is in place between the cancelling Domain and the Domain of Delivery specified in the Confirmation to the Individual Contract, a Cancellation Agreement.”

6. For the purposes of a EECS Certificates Transaction §5 (*Primary Obligations for Options*) of the General Agreement shall be deleted and replaced with the following: “[Not Used]”.

7. **Transfer, Risk and No Encumbrances**

7.1 For the purposes of a EECS Certificates Transaction §6 (*Delivery, Measurement, Transmission and Risk*) of the General Agreement shall be deleted and replaced with the following:

“§6 **Transfer, Risk and No Encumbrances**

1. **No Encumbrances.** In respect of each EECS Certificates Transaction by each Delivery Date the Seller shall Deliver to the Buyer at the Delivery Point, the Contract Quantity of EECS Certificates free and clear of any liens, security interests, encumbrances or similar adverse claims by any person (the “**No Encumbrances Obligation**”). Where a Party is in breach of the No Encumbrances Obligations, the following shall apply:

- (a) The EECS Certificates Appendix and all other Individual Contracts agreed by the parties under the General Agreement shall continue unaffected; and
- (b) Without prejudice to any defences available to the Seller (including, but not limited to, any defences of statutes of limitation or similar), following written notice of that breach from the Buyer to the Seller (irrespective of how long after the relevant Transfer Date such notice is provided):
 - (i) the Buyer shall determine the Encumbrance Loss arising from that breach (the “**Encumbrance Loss Amount**”) either on the date such notice is deemed to be received or as soon as reasonable practicable thereafter; and
 - (ii) shall notify the Seller of such Encumbrance Loss Amount due, including detailed support for its calculation.

The Buyer is not required to enter into replacement EECS Certificates Transactions in order to determine the Encumbrance Loss Amount.

- (c) By no later than the third (3rd) Business Day after the later of (i) receipt of a valid invoice in connection with each Encumbrance Loss Amount and (ii) receipt of the above-mentioned notice of detailed support of the Buyer’s calculation of the Encumbrance Loss Amount, the Seller shall pay the Encumbrance Loss Amount to the Buyer, which amount shall bear interest in accordance with § 12.4 (*Default Interest*). Upon payment of the Encumbrance Loss Amount

by the Seller, the Parties shall have no further obligations in respect of that EECS Certificates Transaction and that breach. The Buyer acknowledges that its exclusive remedies in respect of such breach are those set out in this § 5.1.

- 2. Documentation of Actual Deliveries and Receipts.** Upon reasonable request of Buyer, Seller shall:
- (a) provide any documentation necessary to the Buyer as may be prescribed by any applicable laws or regulation; and
 - (b) provide any documentation with reference to the EECS Certificates specified in any relevant Confirmation.

3. Reimbursement of External Costs. In the event a Party incurs reasonable external expenses in verifying that the other Party has failed to properly perform its obligations under the terms of a EECS Certificates Transaction, such expenses shall be reimbursed upon demand by the Party that failed to perform.”

8. Force Majeure

8.1 For the purposes of a EECS Certificates Transaction **§7.1 (Definition of Force Majeure)** of the General Agreement shall be amended by deleting the words “one or more of the following:” and replacing them with “the suspension, failure or malfunction of the EECS Transfer System, Transfer Links or the AIB Communication Hub which prevents the Electronic Transfer or acceptance of the EECS Certificates.” and deleting sub-sections (a) and (b).

8.2 For the purposes of a EECS Certificates Transaction **§7.3 (Notification and Mitigation of Force Majeure)** of the General Agreement shall be amended by deleting the words “, to” in line two and replacing it with the words “provide reasonable evidence thereof. To”.

8.3 For the purposes of a EECS Certificates Transaction a new **§7.5 (Long Term Force Majeure)** shall be added to the General Agreement as follows:

“5. Long Term Force Majeure: If the Claiming Party is unable to Deliver or accept delivery for reasons of Force Majeure and this inability lasts for more than thirty (30) consecutive calendar days, the other Party may, by notice in writing to the Claiming Party, and subject to the provisions of **§7.3 (Notification and Mitigation of Force Majeure)**, either:

- (a) extend the period of release for such longer period and on so many occasions as may be specified by the other Party; or
- (b) terminate the affected EECS Certificates Transaction(s).

No obligation to pay damages pursuant to this Agreement will accrue to the Claiming Party with respect to those quantities no Delivered or accepted due to the occurrence of Force Majeure under this § 7 .”

9. Remedies for Failure to Deliver and Accept

9.1 For the purposes of a EECS Certificates Transaction **§8.1 (Failure to Deliver)** of the General Agreement shall be amended by

- (a) inserting the words “of EECS Certificates” after the words “Contract Quantity” in line 2 of that clause;
- (b) inserting the words “is not remedied within one (1) Business day of the Delivery Date or” after the words “and such failure” in line 3 of that clause; and

- (b) inserting the word “not” after the words ”Such amount shall” in the final sentence of each clause and by deleting the words “incremental transmission costs and other reasonable and verifiable” where they appear.

9.2 For the purposes of a EECS Certificates Transaction §8.2 (*Failure to Accept*) of the General Agreement shall be amended by

- (a) inserting the words “of EECS Certificates” after the words “Contract Quantity” in line 2 of that clause;
- (b) inserting the words “is not remedied within one (1) Business day of the Delivery Date or” after the words “and such failure” in line 3 of that clause; and
- (b) inserting the word “not” after the words ”Such amount shall” in the final sentence of each clause and by deleting the words “incremental transmission costs and other reasonable and verifiable” where they appear.

10. Term and Termination Right

10.1 For the purposes of a EECS Certificates Transaction §10.2 (*Expiration Date and 30 Day Termination Notice*) of the General Agreement shall be amended by inserting the words “or discharged” after the words “are fully performed” in the final sentence.

10.2 For the purposes of a EECS Certificates Transaction §10.5(b)(i) (*Cross Default and Acceleration*) of the General Agreement shall be amended by inserting the words “, at the date of default,” after the words “principal balance equal” in line two.

10.2 For the purposes of a EECS Certificates Transaction §10.5(e) (*Force Majeure*) of the General Agreement shall be deleted and replaced with “[Not Used]”.

11. Calculation of the Termination Amount

11.1 For the purposes of a EECS Certificates Transaction §11.2 (*Settlement Amount*) of the General Agreement shall be amended by deleting the final paragraph and replacing it with the following:

“In calculating the Settlement Amounts, the Terminating Party shall calculate its Gains and Losses as at the Early Termination Date without being required to enter into any replacement transactions, or if calculation on such date is not reasonably practicable, at the earliest date after the Early Termination Date.”

12. Invoicing and Payment

12.1 For the purposes of a EECS Certificates Transaction §13.1 (*Invoice*) of the General Agreement shall be amended by deleting the following words from line two “ according to the Delivery Schedule” and by deleting the final sentence in its entirety.

12.2 For the purposes of a EECS Certificates Transaction §13.2 (*Payment*) of the General Agreement shall be amended by deleting the final sentence in its entirety.

12.3 For the purposes of a EECS Certificates Transaction §13.3 (*Payment Netting*) of the General Agreement shall be amended by deleting the words “this §13.3 is specified as applying in the Election sheet, if” in the first line.

12.4 For the purposes of a EECS Certificates Transaction §13.4 (*Invoicing and Payment of Schedule Contract Quantities*) of the General Agreement shall be deleted and replaced with “[Not Used]”.

13. VAT and Taxes

- 13.1 For the purposes of a EECS Certificates Transaction **§14.1 (VAT)** of the General Agreement shall be amended by deleting the words “Articles 38, 39 or 195” from the second paragraph and replacing them with “Articles 44, 196 or 199a”.
- 13.2 For the purposes of a EECS Certificates Transaction **§14.4 (Taxes Targeted at End Users)**, **§14.5 (Exemption Certificates)** and **§14.6 (Indemnity)** of the General Agreement shall each be deleted and replaced with “[Not Used]”.
- 13.3 For the purposes of a EECS Certificates Transaction **§14.8(c) (Termination for New Tax)** of the General Agreement shall be amended by deleting the words “total amount of” in line one.

14. Floating Prices, and Fallback Procedure for Market Disruption

- 14.1 For the purposes of a EECS Certificates Transaction **§15 (Floating Prices, and Fallback Procedure for Market Disruption)** shall be deleted and replaced with the words: “[Not Used]”.

15. Change in Law

- 15.1 For the purposes of a EECS Certificates Transaction a new **§15A (Change of Law)** shall be inserted as follows:

1. Change in Law: In case of any Change in Law that (i) renders a EECS Certificates Transaction illegal, or (ii) makes it impossible for a Party to perform its Delivery or acceptance obligations under EECS Certificates Transaction, the Parties shall use reasonable endeavours, acting in good faith to find an agreement within thirty (30) days of the entry into force of such Change in Law. Should the Parties fail to agree on necessary amendments to the EECS Certificates Appendix to preserve the economic intent of the EECS Certificates Transaction then no breach or default of either Party shall be deemed to have occurred and each Party shall be released from its obligations in respect of that EECS Certificates Transaction to the extent the Change in Law prevents such performance.

No obligation to pay damages pursuant to § 7 (**Remedies for Failure to Delivery and Accept**) will accrue to either Party with respect to those EECS Certificates not Delivered or received due to the occurrence of a Change in Law under this § 14 (**Change in Law**).

2. Event of Change in Law and Force Majeure. If an event or circumstance that would otherwise constitute or give rise to a Change in Law also constitutes a Force Majeure, it is to be treated as a Change in Law and shall not constitute Force Majeure.”

16. Credit Support

For the purposes of a EECS Certificates Transaction, §16 (**Guarantees and Credit Support**) the words “as specified in the Election Sheet” shall be added after the words “Credit Support Documents” in line 4 and after the words “Credit Support Provider” in line 6 of that clause.

17. Confidentiality

For the purposes of a EECS Certificates Transaction **§20.2(b) (Exclusions from Confidential Information)** shall be amended by deleting the words “Network Operator” and replacing them with “Relevant Domain Protocol, relevant Authorised Issuing Body”.

18. Representations and Warranties

- 18.1 For the purposes of a EECS Certificates Transaction **§21.1(l) (Representations and Warranties)** shall be deleted and replaced with the word “[DELETED]”.

18.1 For the purposes of a EECS Certificates Transaction §21 (*Representations and Warranties*) shall become §21.1 and be amended by the insertion of the following new §21.2 (*Warranties of the Seller*):

“2. Warranties of the Seller. Seller hereby represents and warrants to Buyer in respect of each EECS Certificates Transaction on the relevant Delivery Date that:

- (a) Seller is entitled to dispose of the EECS Certificates;
- (b) the EECS Certificates are capable of being Delivered in accordance with § 4.2 (*Electronic Transfer of EECS Certificates*);
- (c) the EECS Certificates fulfil and correspond to the specifications agreed by the Parties as applicable and set out in the Confirmation for the applicable EECS Certificates Transaction; and
- (d) after a Delivery Date and successful discharge of its Delivery obligation, the Seller shall not request a Cancellation Statement in respect of the cancelled EECS Certificates which are the subject of the EECS Certificates Transaction where Transfer by Cancellation Statement has been specified in the Confirmation, to any other person or to any third party.

To be executed by the Parties that checked and completed the box on the first page:

IN WITNESS whereof this EECS Certificates Appendix has been duly executed by the duly authorised representative(s) of each Party on the respective dates set out below with effect from the EECS Certificates Appendix Effective Date.

[Name of Party]

[Name of Party]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Annex 1 to the EECS Certificates Appendix

Defined Terms

Terms used in this EECS Certificates Appendix shall have the following meaning:

“**Account**” means a record on an EECS Registry relating to a Party to this Agreement which can incorporate EECS Certificates issued to that person or transferred to that person;

“**Applicable EECS Registration Database**” means, the EECS Registration Database through which a Party is obliged to perform its Delivery, acceptance or cancellation obligation under and in accordance with the Confirmation to the EECS Certificates Transaction;

“**Applicable Rules**” means the EECS Rules and, with respect to a specific EECS Certificates Transaction, the applicable Domain Protocol;

“**Buyer**” means the person identified as such in the Confirmation to the EECS Certificates Transaction;

“**Buyer’s Account**” means the Account of the Buyer specified in the relevant Confirmation to the EECS Certificates Transaction;

“**Cancellation Statement**” means the standard format cancellation statement issues by the Registry Operator of the Applicable EECS Registration Database pursuant to the Relevant Domain Protocol;

“**Change in Law**” means: (a) a change in law in the Domain of the Applicable EECS Registration Database including (without limitation) any amendment or revision of EU Directive 2009/28/EC;

“**Claiming Party**” has the meaning specified in § 6.1 (*Definition of Force Majeure*);

“**Delivery**” means (whether used as a verb or noun) the removal of the relevant EECS Certificate from one account in the Applicable EECS Registration Database to another account under and in accordance with the EECS Rules and the Relevant Domain Protocol or, where specified as applying, the delivery of the required statement and documentation in accordance with § 4.3 (*Transfer by Cancellation Statement*) and “**Deliver**” and “**Delivered**” will be construed accordingly;

“**Delivery Date**” means, in respect of an EECS Certificates Transaction, the Delivery date agreed between the Parties and specified in the Confirmation;

“**Delivery Point**” means, in respect of an EECS Certificates Transaction, the Domain for Delivery in the Buyer’s Applicable EECS Registration Database specified in the Confirmation to the EECS Certificates Transaction;

“**EECS Certificate**” means a certificate of the type specified in the Confirmation to the EECS Certificates Transaction;

“**EECS Certificates Appendix**” means this appendix;

“**EECS Rules**” has the meaning specified in §1 (*Incorporation of Defined Terms*);

“**Electronic Transfer**” has the meaning specified in § 4.2 (*Electronic Transfer of EECS Certificates*);

“**Encumbrance Loss**” means an amount reasonably determined by the Buyer in good faith to be its total losses and costs in connection with an EECS Certificates Transaction including, but not limited to, any loss of bargain, cost of funding or, at the election of the Buyer but without duplication, loss or costs incurred as a result of it terminating, liquidating, obtaining or re-establishing any hedge or related trading position. Such amount shall include losses and costs in respect of any payment already made under an EECS Certificates Transaction prior to delivery of the written notice by the Buyer and the Buyer’s legal fees and out-of-pocket expenses but does not include any amount which the Buyer must pay to a third party in respect of any such penalty payable to any other party (including any government authority or regulator) by that third party;

“**Encumbrance Loss Amount**” has the meaning specified in § 5.1(b)(i) (*No Encumbrances*);

“**No Encumbrances Obligation**” has the meaning specified in § 5.1 (*No Encumbrances*); and

“**Relevant Domain Protocol**” means the Domain Protocol approved by the AIB that governs the cancellation or transfer (including by way of export or import) from the Applicable EECS Registration Database of EECS Certificates;

“**Registry Operator**” means a Scheme Member or the person appointed by the Scheme Member to administer the operation of the EECS Registration Database; and

“**Schedule**” has the meaning specified in § 4.4 (*Definition of Schedule*).

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EFET

European Federation of Energy Traders

ANNEX 2 to the EECS Certificates Appendix

CONFIRMATION OF A EECS CERTIFICATES TRANSACTION

between

_____ as Seller

and

_____ as Buyer.

concluded on: __/__/____, __. __ hours

- Certificate:**
- An EECS Certificate issued as an EECS GO under the Electricity Scheme of the EECS Rules in the Domain of Production.
 - An EECS Certificate issued as a RECS Certificate under the Electricity Scheme of the EECS Rules in the Domain of Production.
 - Any other certificate which is a valid certificate pursuant to the EECS Rules.

Where one EECS Certificate equals 1 MWh.

Certificate Details:

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

Domain of _____ Domain

Production: Authorised Issuing Body

Domain for Delivery: Domain /Applicable EECS Registration Database for the Buyer

Authorised Issuing Body

Buyer's Account number

Transfer Cancellation Statement: by [shall apply] / [shall not apply]

Applicable EECS Registration Database for issuance of Cancellation Statement: [specify applicable Domain]

Version of the EECS Rules: Version [Release 7, version 5] of the EECS Rules shall apply to this EECS Certificates Transaction

Additional requirements (if any):

This Confirmation confirms the EECS Certificates Transaction entered into pursuant to the EFET General Agreement Concerning the Delivery and EECS of Electricity between the Parties (General Agreement) as modified, supplemented and amended by the EECS Certificates Appendix between the Parties (EECS Certificates Appendix) and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the EECS Certificates Transaction, please contact us immediately.

Date : _____

Signature : _____