



# Market Access Guide

(NON-BINDING VERSION)

**OMI - Polo Español, S.A. (OMIE)**

Alfonso XI, 6  
28014 Madrid

Version 1.23  
Date: February 2023

# TABLE OF CONTENTS

1. INTRODUCTION.....	4
2. ACQUIRING THE STATUS OF MARKET AGENT.....	5
3. MARKET ADHESION PROCEDURE .....	7
3.1 Requesting initiation of the process .....	7
3.2 Electronic data entry.....	9
3.3 Contractual documentation.....	10
3.4 Completion of the access process .....	11
4. SPECIAL CONDITIONS TO BE CONSIDERED .....	12
4.1 In the case of representatives .....	12
4.2 In the case of direct consumers in the market .....	13
5. ADDITIONAL INFORMATION.....	13
5.1 Exchange of Information with OMIE.....	13
5.2 Applicable Regulations.....	14
5.3 Computer Equipment .....	14
5.4 Communications .....	14
5.5 Software and Documentation for Access to the Market's Agent Website.....	15
5.6 Agent guarantees.....	15
5.7 REMIT .....	17
6. SUPPLEMENTARY DOCUMENTATION REGARDING THE MANAGEMENT AND REPORTING OF SPECIFIC TASKS .....	19
7. FORMS .....	19
FORM I .....	20
FORM II .....	23
APPENDIX I .....	33
APPENDIX II .....	34
Appendix III.....	35
FORM III .....	36
FORM IV .....	38

FORM V .....	41
FORM VI .....	43
FORM VII .....	45
FORM VIII .....	47
FORM IX .....	49
FORM X .....	51
FORM XI .....	53
FORM XII .....	55
FORM XIII .....	56
FORM XIV .....	60

## 1. **INTRODUCTION**

This guide outlines the steps to follow to acquire the status of an Electricity Production Market agent.

Additionally, in order to establish standard documentation to facilitate searches and prevent delays in the processes to be carried out with the market operator, a set of forms have been included as Appendices; these range from types of guarantees provided to types of powers and authorities and supplementary documentation regarding the management and communication of specific actions executed by agents in the market.

## **2. ACQUIRING THE STATUS OF MARKET AGENT**

Acquiring the status of market agent requires meeting some prerequisites set forth in the regulations and following an electronic procedure, through which the necessary data to acquire said status is sent to OMIE. As part of the electronic process, some of the steps also require sending additional written documentation.

The electronic process basically consists of two stages:

The first is common to any applicant and is generally carried out through OMIE's public website by sending required data via a form; this is general information from the applicant wishing to acquire the status of market agent.

The second stage is carried out through the private agent website, which can only be accessed with an electronic certificate issued by OMIE; this requires specific information depending on the type of agent and the manner in which they participate in the market. This second stage follows several parallel processes where the applicant is electronically notified of their progress in each one.

To acquire the status as market agent, the following requirements must be met:

- Obtaining the status of subject of the electrical power system with the system operator (Red Eléctrica de España, S.A.). (See Article 4 of Royal Decree 2019/1997, dated December 26, which sets up and regulates the electricity production market). This process can be carried out at the same time as that of obtaining the status of market agent.
- For producers, being the owner of installations that are properly registered in the Administrative Registry of Electricity Production Installations of the Ministry for Ecological Transition and Demographic Challenge

- For suppliers and direct market consumers, having presented a Statement of Compliance and a notification of starting supplier or consumer activity to the Ministry for Ecological Transition and Demographic Challenge. (See Royal Decree 198/2010, dated February 26, updating certain provisions related to the electricity sector to the provisions of Law 25/2009, amending various laws to adapt them to the law on free access to and exercise of service activities.
- For representatives, proving their status as a representative of any of the previous entities.
- In any case, having expressly agreed to the rules and conditions of operation and settlement of the day-ahead and intraday electricity production markets by executing the corresponding adhesion contract.
- Additionally, to be able to make purchases in the market, sufficient guarantees must be available at all times; the acceptance of these corresponds to the Market Operator. (Access to the electronic forms for bank guarantees and surety insurance as well as the forms for credit lines and assignment of collection rights are included respectively as Appendices I through IV in this guide).

The form for the guarantees in XML format is available at <https://www.omie.es/es/formalizacion-de-garantias>

- Having filled in the various pieces of operating information associated with their installations and their participation in the market as described in this guide.

For applicants who intend to carry out their activities from Portugal, the steps to be taken with Red Eléctrica de España S. A. and the Ministry for the Ecological Transition and Demographic Challenge mentioned in this section must be carried out before the Portuguese entities responsible for the analogous functions.

**Form XII** and **XIII** have been added, as well, and it must be completed by all production units in Portugal with power equal or above to 1 MW who request to be incorporated into the Market.

### 3. MARKET ADHESION PROCEDURE

#### 3.1 Requesting initiation of the process

Prior to beginning the process with the market operator, the EIC (Energy Identification Code) must be activated. This activation will be carried out through a request submitted to an EIC office managed by the system operators (for Spain, Red Eléctrica de España S. A.). The agent code (5 digits at most) to be filled in by the applicant in the market operator's electronic form for agent registration must match the Market Participant code assigned by the corresponding system operator.

Once this code has been obtained, the **Agent Registration** form must be filled in to begin the procedures for joining the market; it is available on OMIE's public website:

<https://mda.omie.es/AccesoAgentes/accesoAgentes.xhtml?idioma=en>

All the fields marked as mandatory on this form must be filled in; special attention must be paid to the contact details, particularly the cellphone number. Once filled in, the *Send Request* button must be clicked.

This form may be filled out by:

- An entity registered in the Electricity Production Installations Administrative Registry of the Ministry for the Ecological Transition and Demographic Challenge who wishes to register as a market agent.
- An entity that wishes to carry out supply activities and wants to register as a market agent.
- An entity wishing to become a direct consumer in the market.

- An entity that requests to register in OMIE to be a representative in the market.
- Representative agents who are already accredited and who wish to register their clients as agents have a similar form in the Data Maintenance system within the Market's private website.

In addition to submitting the form, the following documentation must be sent to OMIE via the e-mail address [asuntosjuridicos@omie.es](mailto:asuntosjuridicos@omie.es):

- Copy of a document issued by the Tax Agency proving the Tax Identification Number (T. I. N.) of the entity who wishes to become a market agent.
- Copy of the National Identity Card of the person signing the request, (the person included on the form as the entity's representative, who must have sufficient authority to conduct all the acts and sign all the documents required for the total adhesion of the requester or their clients in the Market).

A power of attorney form that can be used to verify the representative powers of a requesting entity is included as **Form V** of this document.

Additionally, a form included as **Form VI** must be submitted for producer representatives, as well as **Form VII** for representative powers for purchaser representatives. Both forms are suitable for use with the Market Operator (OMIE) and before the System Operator in Spain (REE).

A form for representative power for Portuguese producer installations is included as **Form XIII**; it is suitable for use with the Market Operator (OMIE) and the System Operator in Portugal (REN).

**Form XIV** has been included to be used by those suppliers who must execute the declaration of production units linked with energy acquisition contracts, in accordance with the provisions of Rule 5.1.c).



OMIE may require submission of the original previous documentation in order to verify its authenticity.

In the event that producer representatives (Form VI) need to accredit these powers with the National Markets and Competition Commission (CNMC), a form may be found on their website:

[Form for representative power between companies \(cnmc.es\)](https://www.cnmc.es)

This can be used with the CNMC, REE, and OMIE.

Once the documentation submitted has been examined and compliance has been verified, OMIE will generate a personal electronic certificate for accessing the market information system in the name of the individual or entity that has been authorized to carry out administrative actions. This certificate, compressed in a password-protected ZIP file, will be delivered to the e-mail address submitted on the Agent Registration form. An e-mail will also be sent on how to unzip the ZIP file, while the installation PIN will be sent by text message to the cellphone number provided on that form.

### **3.2 Electronic data entry**

From this moment on, for the purpose of providing OMIE all the data associated with participation in the market, the Agent Data Maintenance application must be used; it is available on OMIE's Market Agent website

<https://www.mercado.omie.es>

Access to this system requires using the certificate provided to confirm the identity of the person and enable a secure manner to add or modify the relevant data.

The data sets that need to be entered via this application are as follows:

- Registration Process for Settlement and Invoicing Data
- Registration Process for Contact Information
- Registration Process for Data on Physical Units (if applicable)
- Registration Process for Data on Bidding Units (if applicable)
- The process of registering New Security certificates (in the case that offers will be made and to extend access to others in their organization).

These processes may be carried out simultaneously.

When the certificate is sent, OMIE will automatically create a task so that the Representative (or representing agent, if applicable) with the certificate sent on registration can fill in the Settlement and Invoicing data associated with the activity or activities used by the new agent for operating in the market. This data is required so that the agent may subsequently associate bidding units with the activity or activities declared. No new agents will be admitted without properly filled in the Settlement and Invoicing data

### **3.3 Contractual documentation**

Once the documentation has been reviewed and approved, the electronic application will be accepted by OMIE, and an e-mail will automatically be generated to the e-mail address provided in the Agent Registration form, with a *Word* file attached containing the adhesion contract.

Two copies of this file must be printed, and each of its pages must be signed. Once both copies have been signed, they will be sent to OMIE for signing. Then, one of the hard copies will be returned to the applicant, and the other will remain in OMIE's possession.

As an alternative to printed submission of the contract, the contract may also be submitted with electronic signatures with the use of a representative (R) certificate from the corresponding entity, enabling proper verification.

Signing the adhesion contract does not “per se” entail obtaining the status of market agent; it is just another requirement that has to be met as part of the process for accessing the market.

For Spanish production installations, verifying registration in the corresponding Registry of the Ministry for the Ecological Transition and the Demographic Challenge will be necessary. Prior to obtaining the final registration, the process may be initiated by submitting the preliminary registration, notwithstanding the need to accredit the final registration prior to finalizing the registration process for the unit.

### **3.4 Completion of the access process**

Once all the information and documentation received has been verified, OMIE will send notification of completion of the process and the acquisition of the Market Agent status.

## **4. SPECIAL CONDITIONS TO BE CONSIDERED**

### **4.1 In the case of representatives**

If the Market is accessed through a Representative, this fact must be indicated in the *Agent Registration Form*, and a copy of the authorization of that representation must be provided, consisting of the proof of granting of sufficient powers for the company indicated to be able to act as a representative for the entity represented (see section 3.1).

The representative must fill out the different electronic forms to enter the information about the new agent. All the information associated with the new agent must be entered. The representative is responsible for sending the written copies of the required documentation to OMIE. Once all the electronic forms have been completed and the required documentation has been received by OMIE, the new agent will be registered.

The entire process can be done by the representative through the Agent Data Maintenance application on the Market's Website.

The data to be filled out electronically includes the client's bank account information. In the event that said representation is awarded "in the name and on behalf of third parties," this will be the account used by OMIE to pay the client directly. In the event that said representation is awarded "in one's own name and on behalf of third parties," this will be the backup account to be used exclusively in the event that the representative-client relationship is terminated.

In the event that a representative figure is used, their scope of action shall entail representation of all the client's activities and actions in the market, without permitting more than one representative to act per client or a client and their representative to act simultaneously.

## **4.2 In the case of direct consumers in the market**

Any direct consumers in the market for whom the tax base reduction outlined in article 98 of Law 38/1992, dated December 28, on Special Taxes is applicable, will provide the market operator, as a taxpayer, with the registration card in the Territorial Registry which contains the Electricity Identification Code (CIE) in an electronic format with a secure verification code or a legalized copy of it.

The reduction will be applied on the condition that the agent provides OMIE with information on the physical unit associated with the CUPs, that the system operator confirms said information, at the market operator's request, and that the configuration of the bidding unit allows the application. For any questions about the applicability of the reduction, you may contact OMIE at [liquidaciones@omie.es](mailto:liquidaciones@omie.es).

## **5. ADDITIONAL INFORMATION**

### **5.1 Exchange of Information with OMIE**

As explained in the previous chapter, the exchange of information with OMIE during the adherence process and providing data associated with participation in the market will be carried out through the Agent Maintenance Data application on the Market's Agent Website. In addition to this Access Guide, the application includes help screens to facilitate entering data.

In any case, if additional clarification is needed during the adherence process or filling in the forms, you can contact OMIE via e-mail at [accesoagentes@omie.es](mailto:accesoagentes@omie.es)

The hard copies requested must be sent to the following address:

OMI, Polo Español, S.A. (OMIE)  
Attn: Acceso de Agentes del Mercado  
C / Alfonso XI, 6  
28014 Madrid

## **5.2 Applicable Regulations**

A list of applicable basic regulations is available on OMIE's website:

<http://www.omie.es>

## **5.3 Computer Equipment**

Accessing the Market Contracting System requires having the following computer and communications means:

- **Compatible PC computer**
  - Windows 10 or 11 **Operating System**.
  - Microsoft Edge **Browser**.

**Note:** The Omie web installer can be found and downloaded through the public website from [Publications: Technical Documentation](#).

## **5.4 Communications**

OMIE's Information System can be accessed in two different ways:

- Internet
- Dedicated line between the Agent and OMIE.

The agent is responsible for contracting and leasing the communication devices they will use for accessing the Market Operator Information System.

The agent may connect through any Internet access provider (ISP). An ADSL type access or one with similar bandwidth characteristics is recommended.

If the agent decides to install dedicated lines, they must request them from the Market Operator (see the Dedicated Line Registration process). The Information Systems Department will contact the agent regarding the technical installation and configuration details.

### **5.5 Software and Documentation for Access to the Market's Agent Website**

Once the Agent Registration request has been made through the market's public website, OMIE will provide the future agent with an initial digital certificate along with their installation PIN.

The documentation and the software needed to set up the workspace to access the Market's Agent Website is available on the public website page [Publications: Technical Documentation](#), including a Frequently Asked Questions document to quickly resolve known problems.

### **5.6 Agent guarantees**

If the agent wants to place bids in the market and provides guarantees, they must report the registration of the guarantees through OMIE's Information System.

Documentary guarantees in the form of a bank guarantee or surety insurance will be submitted in electronic format and digitally signed with a certificate of representation from the guarantor entity.

For documentary guarantees in the form of a credit line or transfer of collection rights, these may be provided in an electronic PDF format digitally signed by proxy.

The documentary guarantee forms can be found in the appendices of this guide, with the exception of the form for guarantees in XML format, which is published on [Formalization of Guarantees | OMIE](#).

Agents who provide cash guarantees must settle the amount of the commission applied by the bank at any time on the credit balances, in proportion to the balance of their deposits in cash as a market guarantee, with the market operator.

The conditions for applying said commission will be published on the market website (<https://www.mercado.omie.es>)



## **5.7 REMIT**

In compliance with Regulation (EU) No. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (hereinafter “REMIT”), participants in those markets must periodically provide the Agency for the Cooperation of Energy Regulators (hereinafter “ACER”) data on wholesale energy contracts, both for the supply of electricity and natural gas, and for the transport of those products.

In accordance with the provisions of Article 6 of Commission Implementing Regulation (EU) No. 1348/2014 of December 17 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency, the organised market where the wholesale energy product was executed, or where the order was placed, shall offer an agreement for the communication of data at the request of the market participant.

Pursuant to the foregoing, OMI-Polo Español S.A. (OMIE), as the entity responsible for managing the day-ahead and intraday energy in the Iberian Market, shall render a reporting service by virtue of the aforementioned EU Regulation through a third party, named OMI RRM.

The request for the reporting service must be made through the agent website (<https://www.mercado.omie.es/>) by selecting REMIT in Agent Data and clicking on "Register" in the reporting service.

Representative agents who choose to use this reporting service must provide the ACER code of each of their represented agents through the "ACER Code" field on the agent registration form:

- [www.omie.es](http://www.omie.es):
  - Agents.
    - [How to become an agent: agent registration](#)

In the event that code is not available at the time of registration, it is possible to fill it out later through the agent website

(<https://www.mercado.omie.es>)

by selecting Agent Data, then Agents and Contacts, and pressing "Agents: Modify."

Notwithstanding the foregoing, in the following cases of representation on one's own behalf and on behalf of others, it will not be necessary to provide the ACER Code for the client:

- production units using renewable energy sources (except UGHs), high-efficiency cogeneration, or waste
- direct consumers when the bidding unit was set up in such a way that it may offer energy from several clients.

The ACER code must be requested from the Comisión Nacional de los Mercados y de la Competencia (CNMC)/Entidade Reguladora dos Serviços Energéticos (ERSE).

<https://www.acer-remit.eu/portal/ceremp>

<https://www.cnmc.es/ambitos-de-actuacion/energia/remit>

<https://www.erse.pt/atividade/supervisao/remit/>

You can find more information at the following link:

<https://www.grupoomi.eu/omi-rrm-servicio-de-reporte-remit>

## 6. SUPPLEMENTARY DOCUMENTATION REGARDING THE MANAGEMENT AND REPORTING OF SPECIFIC TASKS

Additionally, in accordance with the provisions of the current Market Rules, the following forms are attached to this guide:

- **Form VIII** Collections and payments compensation form between subjects from the same business group
- **Form IX** Notification regarding granting of pledge
- **Form X** Modification form for Bank account information as a pledge
- **Form XI** Notification of pledge termination
- **Form XII** Declaration of ownership or representation of Portuguese production units
- **Form XIII** Form for Portuguese producer authority
- **Form XIV** Declaration of ownership of associated production units energy procurement contracts (Rule 5.1.c)

## 7. FORMS

Below are the forms; the guidelines for completing them are as follows:

1. Italic text in parenthesis must not appear in the final document.
2. Italic text without parenthesis must be replaced with the proper value (not highlighted).

## FORM I

### BANK GUARANTEE

On

**Date:** ..... (dd/mm/yyyy)

**Place:** .....

Details of the Financial Entity, hereinafter the **Guarantor**

**Company name:** .....

**Tax No:** .....

**Registered Address:** .....

Represented by: .....(Free format. (Fill in the names of the signatories)

with sufficient powers to do so by virtue of: ..... (Free format. Fill in with information on the powers of attorney, notary public, no. of notary records, dates, etc.)

Details of the guaranteed party, hereinafter the **Agent or Guaranteed Party**

**Name of the guaranteed company:** ..... (fill in with the agent's name)

**TIN:** ..... (Ex ES-B01234567)

Details of the beneficiary:

**Name:** OMI, Polo Español S. A. (OMIE), hereinafter the **Market Operator**

**Tax No:** ES-A86025558.

Details of the guarantee:

**Amount:** ..... euros

**Date of expiry:** ..... (use dd/mm/yyyy format. If it is open-ended, use the date 31/12/2222)

**Registration number in the Special Register of Guarantees:** .....

Contact details for the Guarantor, for the purposes of ratifying the guarantee and requesting its execution:

**Full address:** .....

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

(The following text should not be altered)

The Guarantor

### **ENSURES**

the Agent unconditionally and irrevocably up to the maximum amount of this guarantee in order to answer for the compliance of each and every one of the payment obligations assumed by the Guaranteed Party arising from its activity in the Day-Ahead and Intraday Electricity Production Market, including any current taxes and fees that may be applicable at the moment of paying for purchases, pursuant to the Operating Rules of the Day-Ahead and Intraday Electricity Production Market.

The Guarantor accepts joint and several liability with the Agent for the payment of all the amounts that the latter may owe by virtue of said involvement, expressly waiving the benefits of “orden,” “excusión,” and where appropriate, “division,” with this guarantee being abstract in nature; therefore, the Guarantor may not oppose any objections whatsoever to avoid the payment, especially any arising from the underlying relationship between the Guarantor and Guaranteed Party.

This guarantee does not apply to obligations assumed with customers, persons, or entities other than the agents acting as sellers in the production market. In particular, it does not cover the payments that may be made for settling tolls and payments corresponding to the physical bilateral contracts that may be arranged outside the aforementioned production market.

Payment is to be made upon first request, upon the Market Operator's presentation of a letter to the Guarantor in which it reports non-compliance by the Guaranteed Party, indicating therein the bank account number to which the corresponding payment is to be made; in the event the Market Operator calls upon the Guarantor to make the payment, the Guarantor may pay it to the creditor of the same within a maximum period of one business day in the city of Madrid as of the time when the Guarantor is called upon to make the payment.

In the event that the date of expiry has been stated as 31/12/2222, it is to be understood that this guarantee is valid until the Market Operator authorizes its cancellation. Otherwise, this guarantee shall remain valid until and including the date of expiry, and be rendered null and void after this date, with no claims whatsoever stemming from the guarantee being made on the Guarantor as of that time, even though they may arise from obligations assumed or due prior to the specified date of expiry, and without any requirement to return the original guarantee document.

Prior to the fifth working day in the city of Madrid before the guarantee's expiry date, the Agent is to replace the guarantee in effect with a new guarantee with the Market Operator from among those permitted in the Operating Rules of the Day-Ahead and Intraday Electricity Market. If at the end of the fifth working day in the city of Madrid prior to the expiry or non-renewal of this guarantee, the Agent has not replaced this guarantee with another included in the Day-Ahead and Intraday Electricity Market Operating Rules, the Market Operator shall proceed to execute this guarantee for the sum required to cover the Agent's obligations, pursuant to the provisions of the Day-Ahead and Intraday Electricity Market Operating Rules.

The Market Operator reserves the right to proceed to call upon the Guarantor at any time to ratify the terms of the guarantee for the purpose of ensuring that the terms and conditions of effectiveness and validity that will permit its execution are upheld at all times. The Guarantor is to respond to this request within a maximum period of twenty days. Once this deadline has passed without a satisfactory response to the request, the Market Operator may proceed to execute the guarantee.

When the Guarantor has this document with an electronic signature from the market operator authorizing the cancellation of this guarantee in its possession, it is to be understood that there are no responsibilities pending arising from the guarantee described, and it may therefore proceed to its cancellation.

The Guarantor will be solely and exclusively responsible for the authenticity of the electronic signatures incorporated in this document at all times, as well as for the sufficiency, validity, and currency of the powers of the signatories.

Spanish legislation will be exclusively applicable in interpreting and executing the provisions of this document.

The Guarantor submits to the courts of the city of Madrid with express waiver of any other jurisdiction to which it may be subject, for the resolution of any dispute that may arise in the observance hereof.

By..... (Guarantor)

P.P

## FORM II

### CREDIT LINE AGREEMENT

**Of the one part, ....., (hereinafter the Lender), *(Include identifying information for the Lender and their proxies)***

and

**Of the other part, *(Include identifying information for the Borrowing entity or entities and their representatives)***

All the companies listed (hereinafter all generally referred to interchangeably and equally in this contract as ***the Borrower/s***)

**as well as the company ....., will also be referred to as the *Agent Company. (To be added if there is more than one Borrower)***

All the parties, in their respective representation, acknowledge each others' sufficient powers for executing this contract for opening a line of credit, to which effect they

#### **DECLARE**

I.- That article 7.1, item b) of the Royal Decree 2019/1997, dated 26 December, which sets up and regulates the electricity production market, establishes providing OMI, Polo Español, S.A. (hereinafter, the Market Operator) with a sufficient guarantee to cover the economic obligations that may be derived from their action as day-ahead market production agent as a requirement to acquire the status of market agent, under the terms established in the Adhesion Contract, adding that failure to provide the aforementioned guarantee will prevent the liable parties from acting in said market.

II.- That the Operating Rules of the Electricity Production Market set forth the possibility of formalizing the guarantee required by means of an irrevocable use authorization, up to the maximum amount of the payment obligations entered into during the settlement period, of one or several lines of credit signed by the energy purchaser.

III.- That ***the Borrower/s has/have requested*** opening a line of credit from the Lender in the amount of ..... euros (..... euros), as a line to ensure coverage for obligations contracted by virtue of their electrical power acquisitions in the Electricity Production Market, and having agreed to the request, both parties

## AGREE

To enter into this credit contract through which the Lender grants **the company or companies mentioned** in this document as **Borrower/s**, a line of credit with a maximum limit of ..... euros (..... Euros), where **the Borrower/s** are required to repay the amounts that they have on account of it in the manner described further on, plus interest, commissions, taxes, and expenses, even those of a judicial nature, that are generated as a result of this contract until paid in full, in accordance with the following

## CLAUSES

### **FIRST.- Limit**

The maximum limit of the credit amount will be ..... euros (..... euros) for the duration of the credit, where **the Borrower/s** accept the amount that the Lender makes available to them, with the commitment to repay the total amounts stipulated in the periods, manner, and conditions established in this document.

### **SECOND. Duration**

The duration of this line of credit will be from the date of this contract to.....

***(Draft to be agreed upon by the parties)***

The Market Operator will be notified of extensions of the contract.

Notwithstanding the duration agreed upon, the Lender may consider the credit fully expired, and they will notify the **Borrower/Agent Company** and the Market Operator at least five days prior to the date set by the Lender as early expiration of the credit, where as of that moment, all the payment obligations **agreed to by the Borrower/s** may be called when any of the following circumstances occur: .....

In these cases, setting an expiration date after the date of notification is due to the fact that this credit has a definitive nature and is granted to provide coverage for obligations agreed to by **the Borrower/s** in its electrical power acquisitions in the Electricity Production Market.

In this regard, the Market Operator may, prior to the expiration and in accordance with the provisions of this document, ensure that current authorizations are available, even if **the Borrower or multiple Borrowers** are unable to freely administer their assets due to judicial proceedings or any other circumstance.



**THIRD.-      Distribution of credit (To be added if there are multiple Borrowing Entities)**

The amount of the credit limit may be arranged indistinctly and individually by **the Borrower or by one or several of the Borrowers**, only establishing that the total amount to be used and authorized for **the Borrower/by each Borrower** by the Market Operator, plus what is actually provided by the Market Operator on behalf of **the Borrower/each Borrower** and not reimbursed to the Lender, may not exceed the total amount of the Credit.

**FOURTH.-      Accounts (To be added if there are multiple Borrowing Entities)**

The Credit amount made available per each Borrower will be reflected respectively in the credit accounts opened by the Lender, listed below, in the name of each Borrower in accordance with the following list:

- Company A., acct. no. 10-xxxxxx-x
  - Company B., acct. no. 10-xxxxxx-x
  - Company B., acct. no. 10-xxxxxx-
- x etc. ...

In each account, the amounts drawn against said credit, if any, the interest accrued in accordance with the terms of this contract, and the commissions and expenses that the Borrowers must pay in relation to it, on the one hand, and those amounts paid for resulting balance, on the other hand, shall be debited and credited, respectively.

From this moment on, the Borrowers expressly agree that the Lender can modify the number of the aforementioned operating accounts, as long as those modifications are carried out for the Lender's internal organizational, accounting, or operational reasons, or due to a change of office where each of the Borrowers operates, without such modification implying any novation of the rest of the contractual conditions, nor of the obligations of any kind assumed by the contracting parties in this contract.

The aforementioned modification, which will under no circumstance entail any cost for the Borrowers, will be communicated by the Lender to the Borrower affected and the Agent Company through a notification by any means, provided that there is proof of its receipt, where the new account number and the date as of which that number will be operational are specified.

Each Borrower will be accountable to the Lender for the amounts that have been set or charged to their account as indicated above, where each of them is obliged to repay the Lender the balance in the account at all times, in accordance with the agreement, and especially upon expiration of the contract.

None of the Borrowers will be responsible to the Lender for repaying the balance of the accounts of other Borrowers.

**FIFTH.- Disbursement (*Draft if there are multiple Borrowing Entities*)**

Considering the destination of the credit, ***the Borrower or each Borrower*** irrevocably and solely authorizes the Market Operator to access the line of credit, through the individuals and meeting the conditions detailed below.

To this end, the Borrower/s will notify the Lender through the Agent Company of the amount they authorize to make available to the Market Operator; where appropriate, the Lender will issue an irrevocable authorization document for disbursing the amount requested by the ***Borrower/each Borrower***, to the Market Operator, as listed in Appendix I.

The total amount requested by the ***Borrower/all Borrowers***, plus the provisions of the Market Operator and not reimbursed to the Lender, may not exceed the total credit limit.

For disbursement on behalf of the Market Operator, notwithstanding the provisions of the "Maturity Guarantee" clause, the following will be required:

The disbursement must be made for payment of the obligations agreed to by ***the Borrower/any of the Borrowers*** due to their electrical energy purchases in the Electricity Production Market.

The disbursement order must be accompanied by a written document issued by the Market Operator to the Lender, relaying the lack of deposits for the amounts owed by the Borrowers derived from their purchases of electrical power in the Electricity Production Market on the stipulated effective date and in the manner described in Appendix II. This written notification will be jointly signed twice by the following persons: Ms. Carmen Becerril Martínez, DNI 15.955.419 C, Mr. Martim Vasconcelos e Sá, NIE: Y 92.608 81.Z, Mr. Pedro Basagoiti Satrustegui, DNI.51.385. 631.C, Mr. Juan Bogas Gálvez, DNI. 00.387.992 M, Ms. Yolanda Cuellar Salinas, DNI 03.830.573 S, Mr. Rafael Gómez-Elvira González, D.N.I. 70.348.380 M, Ms. María del Coriseo González-Izquierdo Revilla, D.N.I. 09.403.219-Z, Mr. Eugenio Malillos Torán, DNI. 51.061.172 E, and Ms. Alba Maria Taboada García, DNI. 51.425.720-C.

One or several disbursements may be made against each current authorization, so that the total sum of the disbursements made as part of an authorization may under no circumstance exceed the amount of the aforementioned authorization as long as it remains current, and as long as the provisions for making a disbursement contained in this contract are met.

Likewise, and with the prior consent of the Market Operator, the amount of an authorization may be modified by means of a new disbursement authorization from the Lender to the Market Operator at the request of the *Borrower/Agent Company*, or the existing authorization is rescinded by first formalizing the guarantees that the Market Operator requires at all times through the forms authorized under the Operating Rules of the Electricity Production Market.

If the Market Operator has withdrawn the line of credit, once the circumstances mentioned above have been met in order to make said disbursement as well as all those previously listed, or as set forth in the "Maturity Guarantee" clause, the Borrower/s will be obliged to repay the funds disbursed by the Market Operator to the Lender within a period of 5 working days counted from the date on which the disbursement was made, or on the expiration date of the contract, whichever is first. The *Borrower/each Borrower* will have the same period to reimburse the Lender for any other charge that has been made to their account, in accordance with the agreement.

**SIXTH.**- Accrual, calculation, and payment of interest (*Draft to be agreed upon by the parties*)

**SEVENTH.**- Calculation of due dates (*Draft to be agreed upon by the parties*)

**EIGHTH.**- Default interest (*Draft to be agreed upon by the parties*)

**NINTH.**- Commissions (*Draft to be agreed upon by the parties*)

**TENTH.**- Insurance (*Draft to be agreed upon by the parties*)

**ELEVENTH.**- Payment allocation and Compensation (*Draft to be agreed upon by the parties*)

**TWELFTH.**- Expenses and taxes (*Draft to be agreed upon by the parties*)

**THIRTEENTH.**- Execution Procedure (*Draft to be agreed upon by the parties*)

**FOURTEENTH.**- Maturity guarantee. (*Draft according to one or more Borrowers*)

Prior to the fifth working day before the expiration of the contract, whether due to notification of non-extension or to the final or early expiration, and especially when the circumstances set forth in the second clause occur, **the Borrower/s** must substitute the current authorizations with any other guarantee with the Market Operator, as permitted by the Operating Rules of the Electricity Production Market. If, prior to the second working day before the contract expiration or non-renewal, **the Borrower/any Borrower** has not substituted the current authorizations with other guarantees mentioned in the Operating Rules of the Electricity Production Market, the Lender must, at the request of the Market Operator,

deposit the amount of the current authorizations minus the disbursements against which said authorizations may have been made, into the account that the Market Operator has designated in its notification. This request must be carried out, and the Lender must be notified prior to the expiration of the contract jointly by means of two signatures corresponding to the following persons: Ms. Carmen Becerril Martínez, DNI 15.955.419 C, Mr. Martim Vasconcelos e Sá, NIE: Y 92.608 81.Z, Mr. Pedro Basagoiti Satrustegui, DNI.51.385. 631.C, Mr. Juan Bogas Gálvez, DNI. 00.387.992 M, Ms. Yolanda Cuellar Salinas, DNI 03.830.573 S, Mr. Rafael Gómez-Elvira González, D.N.I. 70.348.380 M, Ms. María del Coriseo González-Izquierdo Revilla, D.N.I. 09.403.219-Z, Mr. Eugenio Malillos Torán, DNI. 51.061.172 E, and Ms. Alba Maria Taboada García, DNI. 51.425.720-C.

The Lender shall inform the **Borrower/Agent Company** of receiving the request whenever this occurs.

These deposits will thus constitute a guarantee from the Borrower with the Market Operator; this guarantee is included in the Operating Rules of the Electricity Production Market.

Whenever the Lender has to deposit the amount of the current authorizations due to the causes set forth in this section, the Borrower, in whose name the deposit has been made with the Market Operator, must reimburse that amount to the Lender on the same date as which that deposit was made in to the account mentioned in the FIRST stipulation or its replacement.

**FIFTEENTH. Time and place of payment and fulfillment (Draft according to one or more Borrowers)**

**The Borrower/s will reimburse** the Lender for any amount paid to the Market Operator, as well as the agreed interest, commissions, and expenses within a period not exceeding ... business days, counted from the date it was charged to the special credit account or, if applicable, on the expiration of the contract without the need for its prior request.

For these purposes, **the Borrower/s expressly authorize** the Lender to charge these amounts to **the current account(s) opened** with the Lender at the ..... Office.

It is expressly declared that the location of the payment and fulfillment of any obligations derived from this contract is the Lender's Corporate Banking Branch ..... (..... Office), located at .....

**The Borrower/s** expressly consent to the Lender modifying the office number and its location for the Lender's operational and organizational reasons, as long as it is within the same city as the original office, with the parties accepting the new location as a place of payment and

fulfillment of the obligations derived from the contract in this regard, without this modification entailing any novation for the rest of the contractual conditions, nor of any of the obligations assumed by both parties in this contract.

The Lender will notify the **Borrower/Agent Company** of the aforementioned modification by any means, as long as there is proof of receipt; this must specify: the new office number and, if applicable, the address if it has changed and the date as of which this change will go into effect.

**SIXTEENTH.- Agent Company (Draft according to one or more Borrowers)**

Notwithstanding the joint nature of the Borrower's obligations under this contract, it is stipulated that in the development and operation of this contract, the Agent Company will act in its own name and as an irrevocable special agent for all other Borrowers for the functions that, as such, are attributed to it in this contract; consequently, the decisions and actions of the Agent Company in this regard must be considered as though made and carried out by all the Borrowers.

Likewise, the Borrowers authorize the Agent Company to notify the Lender of their desire to cancel or terminate the contract on behalf of all of them, as well as to receive communications from the Lender regarding its desire to terminate the contract.

Unless otherwise indicated, any notification sent or received by the Agent Company will have the same validity as if it were drafted or received by all the Borrowers.

The undersigned Companies unanimously appoint Agent Company .....

For all notifications, requests, and communications related to this contract, the Agent Company designates the address indicated in the following clause.

**SEVENTEENTH.- Notifications, method, and addresses (*Draft according to one or more Borrowers*)**

For communication purposes between the Lender, ***the Borrowers***, and the Market Operator, the parties agree that, unless otherwise expressly stated in the contract, any means that enables proof of sending or receipt may be used, with the duty of notification considered fulfilled by sending an e-mail addressed to the respective contacts indicated below, with the necessary advance notice in each case.

The Borrowers expressly designate and authorize the Agent Company to send and receive communications related to this line of credit on their behalf (***To be added in case there is more than one Borrower***)

In the event that special circumstances arise that substantially modify the existence and validity of this line of credit, the Borrower will also notify the Market Operator of any such modifications to the Market Operator as an authorized party in this contract, with the necessary advance notice in each case. In this regard, the following are considered special circumstances for modifying this line of credit: maturity, early maturity, and termination of the contract.

Any change or modification of the addresses or e-mail addresses listed in the following section must be communicated to the other party by the method indicated above; it will not go into effect until the other party acknowledges receipt of the aforementioned change or modification.

For notification purposes, Saturdays, Sundays, and public holidays in the city of Madrid are considered non-working days.

For purposes of implementing requests and sending or receiving notifications or communications, whether judicial or extrajudicial, the following addresses and e-mail addresses are listed for the parties:

**1 LENDER**

**Address:**

**E-mail address:**

**City:**

**2. THE AGENT COMPANY**

**Address:**

**E-mail address:**

**City:**

*(To be added if there is more than one Borrower)*

**3. AUTHORIZED: MARKET OPERATOR**

Person:

Address: C/ Alfonso XI, 6, 4ª Planta

Telephone: 91 659.89.00

E-mail: liquidaciones@omie.es

City: 28014 Madrid

Any notification made to any of the aforementioned addresses will have full contractual validity until a new address is sent to the other parties in writing; this will only take effect from the date of receipt of the aforementioned notification by its recipients.

**EIGHTEENTH.- Transfer**

Given the characteristics of this line of credit, the Lender may not transfer this line of credit.

**NINETEENTH.- Applicable legislation and jurisdiction**

This contract is subject entirely to Spanish legislation.

The contracting parties, expressly waiving their own jurisdiction or any other that may favor them, agree to submit to the Judges and Courts of the city of Madrid, which will be the only competent court to recognize the actions and claims that may arise from this contract.

Both the Lender and ***the Borrower/s and the Agent Company (To be added in case there is more than one Borrower)*** accept this contract under the terms, conditions, and responsibilities established in this policy, and in proof of this and to comply with the agreement, sign this contract in triplicate, of which one will remain in the possession of the Lender, another of ***the Borrower/s, which is given to the Agent Company***, and another delivered to the Market Operator for their information. ***(Draft according to one or more Borrowers)***

In ..... , on .... of ..... of 20...

**THE LENDER**

P.P.

**THE BORROWER/S**

P.P.



**APPENDIX I**

***(Draft according to one or more Borrowers)***

....., ..... of ..... of .....

Dear Sirs, Our:

As per the Credit dated ..... ....., signed by ..... and the Lender ....., which, in accordance with the communication sent by ***the Borrower/s through the Agent Company*** under the terms included in the Fifth Clause of the Credit Agreement, provided that the conditions and requirements established in the aforementioned Fifth Clause are met, authorizes OMI, Polo Español, S. A. (OMIE), as of the date of this document, to access ***per each company (To be added if there is more than one Borrower)*** the amount indicated below:

Company A..... euros

***(To be added if there is more than one Borrower)***

**Company B..... euros**

**Company C..... euros**

The deadline for making the disbursement for whose authorization is notified will end at the expiration of the aforementioned credit, or in the case a new notification has been issued by the Lender, upon the aforementioned OMI, Polo Español, S. A. (OMIE) receiving and accepting the new notification.

Sincerely,

Signed .....

**APPENDIX II**

..... , ..... of ..... of .....

Dear Sirs, Our:

We hereby inform you that in accordance with the documentation submitted by the Lender ..... regarding the transactions carried out on account no. XXXXXXXXXXXXXXXX, an account used for settling transactions in the Electricity Market, as of this date, it has been noted that the agent ..... has missed a payment for transactions made in the Electrical Power General Market, which have been subject to settlement on the present date, amounting to ..... euros.

By virtue of the foregoing and in accordance with the provisions of the Credit Contract dated the ... of... of ..., issued by ..... and signed by the defaulting market agent, and in the disbursement authorization dated ... of ... of ..., this disbursement order is submitted so that ..... may proceed with the immediate payment in the amount of ..... euros by means of a deposit into checking account no. XXXXXXXXXXXXXXXX, open in the name of the company OMI, Polo Español, S. A. (OMIE) at the Bank .....

In accordance with the terms set forth in the aforementioned contract, this deposit must be made with an effective date of this same day in the aforementioned account.

Sincerely,

Signed .....

Signed .....

Appendix.- Bank ..... Communication regarding the transactions in account no. ...., on the effective date ... of ..... of 20....

**Appendix III**

..... , ..... of ..... of .....

Dear Sirs, Our:

We hereby inform you that agent ..... to date maintains current disbursement authorizations (minus the disbursements made against those authorizations) for a total of ..... euros; these authorizations are issued to guarantee coverage of the agent's actions in the Electricity Production Market, as per the credit contract dated ... of ... of ..., issued by ..... and signed by the aforementioned market agent.

In light of the expiration of the credit contract mentioned in the previous section, which will occur on ... of ... of ..., as communicated by....., by virtue of which the current disbursement authorizations were issued, and given that said authorizations have not been replaced by any other guarantee from those allowed by the Operating Rules of the Day-Ahead and Intraday Electricity Production Market, this disbursement request for a deposit in the amount of ..... is issued dated ... of ... of ... as per and in accordance with the provisions of the Maturity Guarantee clause of the aforementioned credit agreement, by means of a deposit into checking account no..... opened in the name of the company OMI, Polo Español, S. A. (OMIE) at the Bank

.....

As a guarantee, the amount of the deposit will thus replace the current disbursement authorization, which may be considered definitively expired by the constitution of a guarantee cash deposit from agent... with the Market Operator, a guarantee included in the Operating Rules of the Day-Ahead and Intraday Electricity Production Market.

Sincerely,

Signed .....

Signed .....

## FORM III

### ASSIGNMENT OF COLLECTION RIGHTS

In ....., on ..... of ..... of .....

..... an entity with an address at ....., ....., no. ..., with T.I.N. .... and on behalf of and representing Mr. ...., with sufficient authority that is valid and current for signing this document

#### **DECLAR ES**

I. That ..... has signed the Adhesion Contract to the Operating Rules of the Day-Ahead and Intraday Electricity Production Market (hereinafter, the Adhesion Contract).

II. That Article 7.1, letter b) of Royal Decree 2019/1997, dated December 26, which organizes and regulates the electricity production market, establishes as a necessary condition for acquiring the status of market agent providing the Market Operator with a sufficient guarantee to cover the economic obligations that may arise from their action as an agent on the day-ahead production market, per the terms established in the Adhesion Contract, adding that the non-provision of the aforementioned guarantee will prevent the obligated subject from intervening in the day-ahead production market.

III. That the Operating Rules establish the possibility of formalizing the required guarantee through the assignment of future collection rights pending payment from the Electricity Production Market, which an agent approved as the creditor as a result of their electrical energy sales may make in favor of the debtor agents, as long as this is first accepted by the Market Operator.

IV. That ..... meets the requirements set forth in Article 7.1 of the aforementioned Royal Decree 2019/1997, and is therefore considered a day-ahead market agent, effectively carrying out the activity of electrical power seller for the purposes that may arise from this document.

V. That ..... is interested in transferring the collection rights they possess, pending payment, derived from their action as a seller in the Electricity Production Market, in favor of **(list only one beneficiary agent)** as a guarantee of the latter with the Market Operator.

Based on the foregoing, they

**AGREES**

1. To irrevocably and unconditionally assign future collection rights in favor of..... **(assigning agent)** pending collection as a guarantee in favor of ..... **(beneficiary agent)**, with OMI, Polo Español, S. A. (OMIE) (hereinafter, the Market Operator), in accordance with the provisions of the Operating Rules of the Day-Ahead and Intraday Electricity Production Market and, in any case, up to the maximum amount allowed for these purposes by the Market Operator.

2. To authorize the Market Operator so that, on each of the settlement dates of the corresponding settlement periods, if ... .. **( beneficiary agent)** has not made payment on each and every one of its payment obligations, it may proceed, upon notification of .....**(assigning agent)**, to execute this guarantee by disbursing the necessary amount corresponding to the collection rights to be received by ..... **(assigning agent)** in their capacity as an energy seller and which are hereby transferred, and up to the amount that covers all the contracted payment obligations during that settlement period by ..... **(beneficiary agent)**, always respecting the percentages of distribution of collection rights established by ..... **(assigning agent)** in accordance with Rule 56.6.1. d)

3. This agreement on the transfer of collection rights is a joint and several guarantee from .....**(assigning agent)**, with respect to the principal debtor of the payment obligations, .....**(beneficiary agent)**, with the aforementioned guarantee being abstract in nature and therefore having no possibility of objecting to its execution to avoid payment, especially none arising from underlying relationships between .....**(assigning agent)** and .....**(beneficiary agent)**.

4. The validity of this agreement with the character of guarantee is extended on an unlimited basis.

Spanish legislation will be exclusively applicable for interpreting and executing the provisions of this document.

..... **(assigning agent)** submits to the courts and tribunals of the capital city of Madrid, expressly waiving their right to any other jurisdiction they may be subject to, for the resolution of any dispute that may arise in executing this guarantee.

**By** .....

**P.p** .....

## FORM IV

### SURETY INSURANCE CERTIFICATE

On

**Date:** ..... (dd/mm/yyyy)

**Place:** .....

Details of the Insurance Company, hereinafter the **Guarantor**

**Company name:** .....

**TIN:** .....

**Registered Address:** .....

Represented by: .....(Free format. (Fill in the names of the signatories)

with sufficient authority by virtue of: .....(Free format. Fill in with information on the powers of attorney, notary public, no. of notary records, dates, etc.)

Details of the insured party, hereinafter the **Policyholder or Agent**

**Name of the insured company:** ..... (fill in with the agent's name)

**TIN:** ..... (Ex ES-B01234567)

Details of the beneficiary:

**Name:** OMI, Polo Español S. A. (OMIE), hereinafter the **Market Operator**

**TIN:** ES-A86025558.

Details of the certificate:

**Amount:** ..... euros

**Date of expiry:** ..... (fill in with dd/mm/yyyy format. If it is open-ended, use the date 31/12/2222)

**Surety insurance certificate number:** .....

Contact details for the Guarantor for the purposes of ratifying the surety insurance certificate and request for execution:

**Full address:** .....

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

(The following text should not be altered)

The Guarantor

### **ENSURES**

The Agent unconditionally and irrevocably with the Market Operator up to the maximum amount of this surety insurance certificate, to answer for fulfillment of each and every payment obligation assumed by the Policyholder arising from their involvement in the Day-Ahead Electricity Production Market, including any current taxes and fees due at the time of payment for their acquisitions, in accordance with the Operating Rules of the Day-Ahead and Intraday Electricity Production Market.

The Guarantor accepts joint and several liability with the Agent for the payment of all the amounts that the latter may owe by virtue of said involvement, expressly waiving the benefits of “orden,” “excusión,” and, where appropriate, “división,” with this guarantee being abstract in nature; therefore, the Guarantor may not raise any exception to avoid payment, especially none arising from underlying relationships between the Guarantor and the Policyholder.

This guarantee does not apply to obligations assumed with customers, persons, or entities other than the agents acting as sellers in the production market. In particular, it does not cover the payments that may be made for settling tolls and payments corresponding to the physical bilateral contracts that may be arranged outside the aforementioned production market.

Any failure by the Policyholder to pay the premium, whether it is a singular occurrence or the first or a subsequent occurrence, will not entitle the Guarantor to terminate the insurance contract, nor shall it be revoked, nor the coverage provided suspended, nor will the Guarantor be released from their obligation in the event that it must make any payment.

Payment is to be made on first request, upon the Market Operator's presentation to the Guarantor of a written notification regarding the Policyholder's default, indicating therein the checking account where the corresponding payment must be made; in this way, in the event the Market Operator calls upon the Guarantor to make the payment, the latter can pay it to the creditor of the same within a maximum period of one business day in the city of Madrid, as of the time when the Guarantor's payment is required.

In the event that the date of expiry has been given as 31/12/2222, it is to be understood that this surety insurance certificate is valid until the Market Operator authorizes its cancellation. Otherwise, this surety insurance certificate shall remain valid up until and including the date of expiry, being rendered null and void after this date, and the Guarantor will not be liable thereafter for any liability arising from it, even if this arises from obligations contracted or due prior to the established date of duration, and the return of the original document will not be necessary.

Prior to the fifth working day in the city of Madrid before the date of expiry of the surety insurance certificate, the Policyholder must replace the current guarantee with a new guarantee with the Market Operator from among those allowed in the Operating Rules of the Day-Ahead and Intraday Electricity Production Market. If, after the fifth working day in the city of Madrid before the expiration or non-renewal of this guarantee, the Agent has not replaced this guarantee with another of those included in the Operating Rules of the Day-Ahead and Intraday Electricity Production Market, the Market Operator shall proceed to execute this guarantee up to the amount necessary to cover the obligations of the Policyholder, in accordance with the provisions of the Operating Rules of the Day-Ahead and Intraday Electricity Production Market.

The Market Operator reserves the right to request the ratification of the terms of the surety insurance certificate from the Guarantor at any time in order to ensure that the conditions of validity and currency that allow its execution are fulfilled at all times. The Guarantor must respond to this request within a maximum period of twenty days. Once this deadline has passed without a satisfactory response to the request, the Market Operator may proceed to execute the guarantee.

Whenever the Guarantor has a document with the electronic signature of the market operator authorizing the cancellation of this surety insurance certificate, it is to be understood that there are no outstanding liabilities arising from the surety insurance certificate in question and that it therefore may be cancelled.

The Guarantor will at all times be solely and exclusively responsible for the authenticity of the electronic signatures in this document, as well as for the adequacy, validity, and currency of the powers of the signatories.

In case of discrepancy, contradiction, inconsistency, or contradiction between the terms and conditions included in this document and the corresponding insurance contract signed between the Guarantor and the Policyholder, the provisions of this document will prevail over the provisions of the aforementioned insurance contract.

Spanish legislation will be exclusively applicable in interpreting and executing the provisions of this document.

The Guarantor submits to the courts and tribunals of the capital city of Madrid, expressly waiving any other jurisdiction to which they may be subject, for the resolution of any dispute that may arise in implementing this document.

By..... **(The Guarantor)**

P.P.



## FORM V

### POWERS TO OPERATE IN THE MARKET

*(To be formalized by means of a notarized public deed)*

“That as they intervene, in the representation they hold, confer special power as broad and sufficient as required and necessary by law, in favor of ..... with TIN ..... so that, acting in the name and representation of....., jointly and severally, with one sole intervention, do so exercise in the broadest terms, the following

#### **POWERS**

1. To acquire the status of agent and/or Market participant:
  - 1.1. Appear before any pertinent public or private organizations, and especially before the Market Operator and the System Operator to carry out as many operations as required or appropriate for requesting the necessary authorizations, communications, and documents to be recognized as a participant and/or agent of the company in the Iberian Electricity Market (hereinafter the “Market”).
  - 1.2. Sign the adhesion contract and any other types of documents that are required and appropriate to execute the complete adhesion and/or participation in the Market and execute any actions that are required or appropriate to this end.
2. To operate/participate in the Market, both with the Market Operator and the System Operator:
  - 2.1. Formalize, with the terms and conditions deemed appropriate, any bids for the purchase and sale of energy in the Market.
  - 2.2. Receive communications, requirements, and notifications of any kind derived from the company's activity in the Market.
  - 2.3. Execute acts and sign documents that are required or appropriate for participation in the Market.

- 2.4. Communicate and, where appropriate, modify all data related to the bank account to be used for making payments.
- 2.5. Declare the signed bilateral contracts to the System Operator.
- 2.6. Claim, collect, and receive amounts derived from involvement in the Market.
- 2.7. Appoint proxies and representatives and confer and revoke powers to specific persons to carry out the actions included in these powers on behalf of the company.

**FORM VI**  
**FORM FOR POWER OF ATTORNEY FOR REPRESENTING SPECIAL**  
**REGIME PRODUCERS**

**(Valid for submission to SO and MO)**

*(To be formalized by means of a notarized public deed):*

“That as they intervene, in the representation they hold, confer special power as broad and sufficient as required and necessary by law, in favor of ..... **with TIN** ..... so that, **acting in the name and representation of** ..... / **acting in their own name but on behalf of**....., **(choose the desired option)** do so exercise, depending on the type of representation granted and in its broadest terms, the following

**POWERS**

1. Acquire the status of agent and/or participant in the Market:

1.1. Acting as a representative of ..... for the purposes provided in the current regulations governing access to the Iberian Electricity Market (hereinafter, the “Market”) for electricity production installations.

1.2. Appear before any pertinent public or private organizations, especially before the Market Operator and the System Operator to carry out as many actions as required or appropriate to request the necessary authorizations, communications, and documents in order to be recognized as a participant and/or agent of the company in the Market.

1.3. Request registration for the installations owned by ..... in the market.

1.4. Sign the adhesion contract and any other types of documents that are required and appropriate to fully execute complete adhesion and/or participation in the Market and to perform any actions that are required or appropriate to this end.

2. To operate/participate in the Market, both with the Market Operator and the System Operator:

2.1. Integrate the facility into the bid unit deemed appropriate, grouping them for the presentation of bids in the Market.

- 2.2. Formalize, under the terms and conditions deemed appropriate, any bids for the purchase and sale of energy in the Market.
- 2.3. Communicate the part corresponding to the installations of the productions assigned in the energy programs to the bidding unit where said installation is integrated.
- 2.4. Receive communications, requirements, and notifications of any kind derived from the company's activity in the Market.
- 2.5. Execute acts and sign documents that are required or appropriate for participation in the Market.
- 2.6. Determine and designate the natural persons authorized in the Market Operator's and System Operator's communication channels to present bids and perform the other actions required for participating in the Market, granting them the powers necessary for that purpose.
- 2.7. Communicate and, where appropriate, modify all information related to the bank account used for making payments.
- 2.8. Be subject to settlement of the bidding units and the scheduling units where the installations are integrated for any reason, whose settlement is assigned by regulation to the System or Market Operator.
- 2.9. Declare the signed bilateral contracts to the System Operator.
- 2.10. Claim, collect, and receive amounts derived from involvement in the Market.
- 2.11. Designate proxies and representatives, and confer and revoke powers to specific persons to carry out acts included in this power on behalf of the proxy.

The powers may be exercised by any representative of the proxy who has the powers to carry out the acts to which the power of attorney refers on behalf of the proxy.

**FORM VII**  
**FORM FOR POWER OF ATTORNEY FOR REPRESENTING BUYERS** (Valid for  
filing with the SO and MO)

(To be formalized by means of a notarized public deed)

That as they intervene, in the representation they hold, confer special power as broad and sufficient as required and necessary by law, in favor of

..... **with TIN** .....so that, **acting in the name and representation of**  
..... / **acting in their own name but on behalf of** ....., **(choose the desired option)**  
, do so exercise, depending on the type of representation granted and in its broadest terms,  
the following

**POWERS**

1. Acquire the status of agent and/or participant in the Market:

1.1. Acting as a representative of ..... for the purposes provided in the current regulations governing access to the Iberian Electricity Market (hereinafter, the "Market").

1.2. Appear before any pertinent public or private organizations, especially before the Market Operator and the System Operator to carry out as many actions as required or appropriate to request the necessary authorizations, communications, and documents in order to be recognized as a participant and/or agent of the company in the Market.

1.3. Request the registration of units owned by ..... in the Market

1.4. Sign the adhesion contract and any other types of documents that are required and appropriate to fully execute complete adhesion and/or participation in the Market and to perform any actions that are required or appropriate to this end.

2. To operate/participate in the Market, both with the Market Operator and the System Operator and the various organized forward markets that may exist in the scope of MIBEL:

- 2.1. Formalize, under the terms and conditions deemed appropriate, any bids for the sale or purchase of energy in the Market.
- 2.2. Formalize, under the terms and conditions deemed appropriate, any bids for the sale and purchase of energy in the bilateral contract auctions for the supply to last resort suppliers.
- 2.3. Receive communications, requirements, and notifications of any kind derived from the company's activity in the Market.
- 2.4. Perform acts and sign documents that are required or appropriate for participating in the Market, including the term modalities (OMIP and auctions of last resort suppliers).
- 2.5. Determine and designate the natural persons authorized in the Market Operator's and System Operator's communication channels to present bids and perform the other acts required for participating in the Market, granting them the powers necessary for that purpose.
- 2.6. Communicate and, where appropriate, modify any details related to the bank account used for making payments
- 2.7. Be the subject of settling purchase units for any reason with that settlement is assigned to the Market or System Operator by regulation.
- 2.8. Declare the signed bilateral contracts to the system operator.
- 2.9. Claim, collect, and receive and pay amounts derived from involvement in the Market.
- 2.10. Designate proxies and representatives, and confer and revoke powers to specific persons to carry out acts included in this power on behalf of the proxy.

The powers may be exercised by any representative of the proxy who has the powers to carry out the acts to which the power of attorney refers on behalf of the proxy.

## FORM VIII

### COMPENSATION FOR COLLECTIONS AND PAYMENTS BETWEEN SUBJECTS OF THE SAME BUSINESS GROUP

**On the one part** ..... (**Consolidating Entity**), registered at ....., street ....., no. ..., and T.I.N. .... and on behalf of and representing Mr. ...., with sufficient powers that are valid and current for signing this document (Consolidating Entity)

and

**On the other part** ..... (**Consolidated Entity**), registered at ....., street ....., no. ..., with T.I.N. .... and on behalf of and representing Mr. ...., with sufficient authority that is valid and current for signing this document. (Consolidated Entity)

[...]

#### **DECLARE**

- I. That the aforementioned entities belong to the same corporate group, in accordance with the provisions of Article 42 of the Commercial Code and act within the Electricity Production Market.
  
- II. That they wish to avail themselves of the provisions of rule 55.4 of the Operating Rules of the day-ahead and intraday electricity production market in order to compensate the amounts to be paid or collected by the undersigned, all with the sole purpose of operationally reducing the transactions between these entities and OMI-Polo Español, S.A.

#### **AGREE**

**First.-** Authorize OMI-Polo Español, S.A., to carry out, under the terms and scope set forth in section II above, the compensation of collections and payments applicable to them, resulting from the settlement corresponding to the day-ahead and intraday market.

**Second.-** That .....(**Consolidating Entity**) will be required, if applicable, to make the sole payment resulting from the compensation; likewise, it will also have the right to receive the sole collection, if applicable, resulting from the compensation.

**Third.-** If .....(**Consolidating Entity**) fails to comply with the sole payment obligations assumed in this document, OMI-Polo Español, S. A. will execute any of the guarantees corresponding to the debtor companies belonging to the corporate group. The amount to be executed against the debtor agent or agents belonging to the corporate group will under no circumstance exceed the amount owed by each of them.

**Fourth.-** That the parties signing this agreement, once the sole payment or collection has been made, release OMI-Polo Español, S.A., from any payment obligations related to the invoices issued in the settlement process where the compensation referred to in this agreement has been implemented.

**Fifth.-** Any of the signing parties may request the termination of this agreement, provided that this intention is communicated to the other party(s) and to OMI-Polo Español, S.A., at least 10 working days prior to the start of the next settlement process, when the compensation will no longer be applied.

**Sixth.-** The account for making collections and payments will be at [**Bank**] with IBAN .....(**account no.**).

In witness whereof, for all pertinent purposes, this agreement is signed in ....., on ..... of ..... of 20...

By the Consolidating Entity

P.P.

By the Consolidated Entity or Entities

P.P.



## FORM IX

### NOTIFICATION REGARDING THE PLEDGE OF COLLECTION RIGHTS

..... an entity with an address at ....., ....., no. ..., with T.I.N. .... and on behalf of and representing Mr. ...., with sufficient authority that is valid and current for signing this document (hereinafter, the "Pledging Debtor")

and

..... an entity with an address at ....., ....., no. ..., with T.I.N. .... and on behalf of and representing Mr. ...., with sufficient authority that is valid and current for signing this document (hereinafter, the "Pledging Creditor/s")

#### **DECLARE**

- I. Than on .. at ..... of ....., by means of ..... ***(Sufficient identification of the document or documents by which the pledge in question is established)***.
  
- II. That as a guarantee of the aforementioned credit, .....***(Identification of the Pledging Debtor)*** has pledged to grant ..... ***(Identification of the Pledging Creditor/s)*** all the rights it may authorize, now or in the future, resulting from the sale of electricity generated by the company ..... ***(Identification of the Pledging Debtor)*** in the Electricity Production Market managed by OMI, Polo Español S.A. (OMIE).

Based on the foregoing, they

#### **AGREE AND NOTIFY OMIE**

That all income or payments that OMIE must settle directly with the Pledging Debtor for the sale of energy in the market managed by OMIE must always be made to the account owned by the Pledging Debtor, number..... at ..... ***(Financial Institution)***, which has been previously registered in the Market Operator's Information System.

These instructions for direct debiting payments are irrevocable by the express will of the Pledging Debtor, who is signing this notification; in this regard, they waive their right to modify these instructions and are expressly formulated especially in the interest of the Pledging Creditor/s, so they can only be revoked with prior express consent in writing from the

Pledging Creditor/s.

Notwithstanding the foregoing, if the Pledging Debtor and the Pledging Creditor/s have any interest in mutually agreeing to modify the bank account, this can be done by providing the information for a new account, duly signed by authorized representatives of both parties.

Likewise, if the Pledging Debtor and the Pledging Creditor/s have an interest in jointly agreeing to revoke the pledge regarding the collection rights of company .....  
**(Identification of the Pledging Debtor)** in the market, this can be done by providing a written document duly signed by authorized representatives from both parties and requesting this through the Market Operator's Information System.

Any type of controversy, conflict, or litigation between the Pledging Creditor/s and the Pledging Debtor signing this notification about changes to the credit or the established pledge of rights that we consider unrelated to OMIE in its capacity as Market Operator and subject obliged to payment for the sale of energy in the Market, so that until further instructions communicated as a mutual agreement in the terms set out above, OMIE will under any circumstance be released from its payment obligations for third parties by means of deposits received in the aforementioned account, notwithstanding the due obedience to any type of judicial or administrative resolution in any other matter.

In any case, notification of a pledge on the collection rights and their subsequent effects will be subject to the provisions of Rule 56.11 on the Operating Rules of the Electricity Production Market.

In witness whereof, for all pertinent purposes, this agreement is signed in ....., on  
of ..... from 20...

P.P.

P.P.

The Pledging Debtor

The Pledging Creditor/s

## FORM X

### NOTIFICATION OF MODIFICATION OF BANK ACCOUNT INFORMATION AFTER ESTABLISHING A PLEDGE

..... an entity with an address at ....., ....., no. ..., with T.I.N. .... and on behalf of and representing Mr. ...., with sufficient authority that is valid and current for signing this document (hereinafter, the "Pledging Debtor")

and

..... an entity with an address at ....., ....., no. ..., with T.I.N. .... and on behalf of and representing Mr. ...., with sufficient authority that is valid and current for signing this document (hereinafter, the "Pledging Creditor/s")

#### **DECLARE**

- I. Than on .. at ..... of ....., by means of ..... ***(Sufficient identification of the document or documents by which the pledge in question is established)***.
  
- II. That as a guarantee of the aforementioned credit, ..... ***(Identification of the Pledging Debtor)*** has proceeded to pledge ..... ***(Identification of the Pledging Creditor/s)*** all the rights they may possess, now or in the future, through the sale of electricity generated by the Pledging Debtor in the Electricity Production Market managed by OMI, Polo Español S.A. (OMIE).
  
- III. That both parties are interested in modifying the bank account information given to OMIE at the time for making all deposits or payments to be made directly for the sale of energy in the Production Market managed by OMIE.

Based on the foregoing, they

#### **AGREE AND NOTIFY OMIE**

That starting on the .... of .... of ....., all deposits or payments that OMIE must settle directly with the Pledging Debtor for the sale of energy in the Electricity Production Market managed by OMIE must always be made to the account owned by said

Pledging Debtor, number..... at ..... (**Financial Institution**), which has been previously registered in the Market Operator's Information System.

These instructions for direct debiting payments are irrevocable by the express will of the Pledging Debtor, who is signing this notification; in this regard, they waive their right to modify these instructions and are expressly formulated especially in the interest of the Pledging Creditor/s, so they can only be revoked with prior express consent in writing from the Pledging Creditors.

Notwithstanding the foregoing, if the Pledging Debtor and the Pledging Creditor/s have any interest in mutually agreeing to modify the bank account, this can be done by providing the information for a new account, duly signed by authorized representatives of both parties.

Any type of controversy, conflict, or litigation between the Pledging Creditor/s and the Pledging Debtor signing this notification about changes to the credit or the established pledge of rights that we consider unrelated to OMIE in its capacity as Market Operator and subject obliged to payment for the sale of energy in the Market, so that until further instructions communicated as a mutual agreement in the terms set out above, OMIE will under any circumstance be released from its payment obligations for third parties by means of deposits received in the aforementioned account, notwithstanding the due obedience to any type of judicial or administrative resolution in any other matter.

In any case, notification of a pledge on the collection rights and their subsequent effects will be subject to the provisions of Rule 56.11 on the Operating Rules of the Electricity Production Market.

In witness whereof, for all pertinent purposes, this agreement is signed in ....., on .. of ..... of 20....

P.P.

The Pledging Debtor

P.P.

The Pledging Creditor/s

## FORM XI

### NOTIFICATION OF PLEDGE TERMINATION

..... an entity with an address at ....., ....., no. ..., with T.I.N. .... and on behalf of and representing Mr. ...., with sufficient authority that is valid and current for signing this document (hereinafter, the "Pledging Debtor")

and

..... an entity with an address at ....., ....., no. ..., with T.I.N. .... and on behalf of and representing Mr. ...., with sufficient authority that is valid and current for signing this document (hereinafter, the "Pledging Creditor/s")

#### **DECLARE**

- I. Than on .. at ..... of ....., by means of ..... ***(Sufficient identification of the document or documents through which the Pledge that is the subject of this notification is established)***.
- II. That as a guarantee of the aforementioned credit, ..... ***(Identification of the Pledging Debtor)***, has pledged to grant ..... ***(Identification of the Pledging Creditor/s)*** all the rights it may authorize, now or in the future, resulting from the sale of electricity generated by the company ..... in the Electricity Production Market managed by OMI, Polo Español S.A. (OMIE).
- III. That by means of ..... ***(Sufficient identification of the document or documents through which termination of the Pledge in question is notified)*** the real right of the pledge held by the Pledging Creditor/s with the Pledging Debtor has been terminated, as relates to all deposits or payments owned by the latter, originating from the sale of energy in the Electricity Production Market managed by OMIE.

Based on the foregoing, they

## NOTIFY OMIE

That by means of ..... (***Sufficient identification of the document or documents through which termination of the Pledge in question is notified***) the real right of the pledge held by the Pledging Creditor/s with the Pledging Debtor as of ..... of ..... of 20.., has been terminated, as relates to all deposits or payments owned by the latter, originating from the sale of energy in the Electricity Production Market managed by OMIE.

In witness whereof, for all pertinent purposes, this agreement is signed in ....., on  
..... of ..... of 20....

P.P.  
The Pledging Debtor

P.P.  
The Pledging Creditor/s

## FORM XII

### DECLARATION OF OWNERSHIP OR REPRESENTATION OF PORTUGUESE PRODUCTION UNITS

(\* Complete EXCLUSIVELY in units with power equal or above to 1 MW)

.....(**Representative Entity/Holder Entity**) registered at ....., street .....,  
no. ..., with T.I.N. .... and on behalf of and representing Mr. ...., with sufficient  
authority that is valid and current for signing this document, in their capacity as (entity  
representative ..... (**Entity Represented**), with T.I.N. .... / Facility holder).

#### **CERTIFIES**

I. That the following references correspond to the information in the respective Portuguese  
administrative registers:

Facility no. assigned by the Direcção Geral de Energia e Geologia.....

Name of the facility.....

Installed power (MW) .....

Facility technology (\*)......

(\*) *Possible technologies: Hydraulic / Solar / Biogas / Biomass / Residual Heat / Coal / Wind /  
Fuel-Diesel / Refinery Gas / Natural Gas / Industrial S.W. / municipal solid waste*

II. That the following data will be applicable to the unit mentioned in the previous paragraph  
acting in the market:

- New associated programming unit in REN:
- Previous associated programming unit by REN:

In witness whereof, for all pertinent purposes, this declaration is signed in ....., on ... of ....of  
20...

## FORM XIII

### MODELO DE PROCURAÇÃO DE REPRESENTAÇÃO DE PRODUTORES

(VÁLIDO PARA APRESENTAR PERANTE OMIE E REN)

(\* Complete EXCLUSIVELY in units with power equal or above to 1 MW)

#### **A. PODERES CONFERIDOS AO AGENTE DE MERCADO NO ÂMBITO DA SUA ATUAÇÃO PERANTE O OPERADOR DO MERCADO**

Em nome e por conta do **Produtor** / em nome próprio mas por conta do **Produtor** (escolher a opção desejada) exercitar perante o Operador do Mercado Ibérico de Energia (Polo Español) S.A., com sede em calle Alfonso XI, Nº6,28014 Madrid. Espanha, na qualidade de operador do mercado ibérico de energia eléctrica (“**OMIE**” ou “**Operador do Mercado**”), os seguintes termos:

- i) Agir como seu representante para os efeitos previstos na normativa regulatória vigente do acesso ao Mercado Ibérico de Energia Elétrica (doravante “o **Mercado**”).
- ii) Comparecer perante quaisquer organismos públicos ou privados pertinentes, e, especialmente, perante o **Operador do Mercado** para a realização de todas as comunicações necessárias ou convenientes para solicitar as autorizações, comunicações e documentos necessários com vista ao seu reconhecimento como agente e/ou sujeito do Mercado.
- iii) Solicitar o registo das identificadas instalações com os Códigos de Ponto de Entrega no **Mercado**.
- iv) Subscrever o contrato de adesão e quaisquer outros tipos de documentos necessários e convenientes para a completa adesão e/ou participação ao/no **Mercado** e realizar quaisquer atos necessários ou convenientes a essa finalidade.
- v) Realizar atos e assinar os documentos necessários ou convenientes para a participação do **Produtor** no **Mercado**.



- vi) Integrar a instalação na unidade de oferta que considere conveniente, procedendo ao seu agrupamento para a apresentação de ofertas no **Mercado**.
- vii) Determinar e designar as pessoas singulares habilitadas e meios de contacto entre o **Produtor** e o **Operador do Mercado** para a apresentação das ofertas e realizar os restantes atos necessários para a participação do **Produtor** no **Mercado**, outorgando-lhes os mandatos necessários para o efeito.
- viii) Formalizar, nos termos e condições que considere oportunos, quaisquer ofertas de compra e venda de energia no **Mercado**.
- ix) Receber as comunicações, requerimentos e notificações de qualquer tipo decorrentes da atividade do **Produtor** no **Mercado**;
- x) Comunicar e, se for o caso, comunicar atempadamente a alteração, de todos os dados relativos à conta bancária a utilizar para a realização de recebimentos.
- xi) Ser o sujeito de liquidação das unidades de oferta nas quais as instalações fiquem integradas, para qualquer conceito cuja liquidação seja atribuída regulamentarmente ao **Operador do Mercado**.
- xii) Reclamar, cobrar e receber todas as quantias decorrentes da intervenção do **Produtor** no **Mercado**.
- xiii) Designar procuradores e representantes e conferir e revogar poderes às pessoas designadas para realizar em nome da que ostenta a procuração, os poderes conferidos na presente procuração.

O mandato ora conferido poderá ser exercido por qualquer pessoa que ostente o competente instrumento de substabelecimento conferido pelo **Agente de Mercado**.

## **B. PODERES CONFERIDOS AO AGENTE DE MERCADO NO ÂMBITO DA SUA ATUAÇÃO PERANTE O ORT**

Em nome próprio e por conta do **Produtor**, exercitar perante a **REN – REDE ELÉCTRICA NACIONAL, S.A.**, com sede na Av. Estados Unidos da América, nº55, Lisboa – Portugal, na qualidade de Operador da Rede Nacional de Transporte de Eletricidade de Portugal (“**REN**” ou “**ORT**”), os seguintes poderes:

- i) Agir como seu representante para os efeitos previstos no Manual de Procedimentos da Gestão Global do Sistema (“**MPGGS**”).

- ii) Comparecer perante quaisquer organismos públicos ou privados pertinentes, e, especialmente, perante o **ORT** para a realização de todas as comunicações necessárias ou convenientes para solicitar as autorizações, comunicações e documentos necessários com vista à inscrição das Unidade Físicas identificadas com os Códigos de Ponto de Entrega a apresentar perante o **ORT**.
- iii) Subscrever, de acordo com o disposto no **MPGGS**, os documentos necessários e convenientes para a participação das referidas Unidade Físicas e realizar quaisquer atos necessários ou convenientes a essa finalidade.
- iv) Receber as comunicações, requerimentos e notificações de qualquer tipo decorrentes da atividade das Unidade Físicas no **Mercado**.

O mandato ora conferido poderá ser exercido por qualquer pessoa que ostente o competente instrumento de substabelecimento conferido pelo **Agente de Mercado**.

**MAIS DECLARA E OBRIGA-SE, CONJUNTAMENTE COM O AGENTE DE MERCADO, PERANTE A REN**, nos seguintes termos:

- i) Celebraram um acordo pelo qual estipularam as regras do seu relacionamento comercial ("**Acordo de Relacionamento Comercial**"), nos termos e para os efeitos do Regulamento de Relações Comerciais do Setor Elétrico, aprovado pela ERSE ("**RRC**").
- ii) Através do Acordo de Relacionamento Comercial, acordaram que o **Agente de Mercado**, enquanto comercializador de eletricidade em regime de mercado, passou a poder efetuar a representação do **Produtor** em mercado organizado do MIBEL, enquanto produtor em regime especial com remuneração de mercado, decorrente da sua titularidade sobre instalações com os Códigos de Ponto de Entrega a identificar pelo **Agente de Mercado** perante o **ORT**, nos termos admitidos no **RRC**.
- iii) Por efeito desse Acordo de Relacionamento Comercial, e na referida qualidade, o **Agente de Mercado** encontra-se plenamente habilitado a celebrar com a **ORT**, o Contrato de Uso das Redes ("**Contrato de Uso das Redes**"), nos termos previstos no ar Regulamento de Acesso às Redes e às Interligações do Setor Elétrico, aprovado pela ERSE ("**RARI**").

- iv) Por efeito, ainda, desse Acordo de Relacionamento Comercial, tal como previsto no **RARI**, na entrega de energia pelo **Produtor** em regime especial, o **Agente de Mercado** assume a responsabilidade pelo pagamento das tarifas de acesso, pela apresentação da garantia e por todas as obrigações e direitos, nomeadamente serviços regulados e compensações, referidas no **RARI**;
- v) Assumem o cumprimento do **MPGGS**, incluindo as alterações que forem introduzidas em datas posteriores à data da presente procuração, desde que aprovadas pela Entidade Reguladora dos Serviços Energéticos.
- vi) O **Produtor** e o **Agente de Mercado** obrigam-se, perante o **ORT**, de forma solidária, ao pontual e integral cumprimento do **Contrato de Uso das Redes**, nomeadamente o cumprimento atempado de todas as obrigações financeiras resultantes do **Contrato de Uso das Redes** e do **MPGGS**.

Os dados pessoais do **Produtor** no âmbito da presente Procuração e Declaração serão tratados apenas para o fim aqui previsto, tratamento esse que é necessário para a sua execução.

O **Operador do Mercado** e o **ORT** obrigam-se a cumprir o disposto em todas as disposições legais aplicáveis em matéria de tratamento de dados pessoais, no sentido conferido pelo Regulamento (UE) 2016/679 do Parlamento Europeu e do Conselho, de 27 de abril de 2016, relativo à proteção das pessoas singulares no que diz respeito ao tratamento de dados pessoais e à livre circulação desses dados (“Regulamento Geral sobre a Proteção de Dados”) e demais legislação comunitária e nacional aplicável, em relação a todos os dados pessoais a que acedam no âmbito aqui previsto.

**Pelo Produtor:**

---

**Pelo Agente de Mercado:**

---

**FORM XIV**

**DECLARATION OF OWNERSHIP OF ASSOCIATED PRODUCTION UNITS ENERGY  
PROCUREMENT CONTRACTS (RULE 5.1.c)**

(Company name) entity registered at (Address), with T.I.N. (XXXXXXX) and on behalf of and representing (representative), with sufficient authority that is valid and current for signing this document, in their capacity as (proxy/manager/administrator) with ID (XXXXXXX), hereinafter, the "Marketer," in their capacity as marketer and Signatory Party to a Bilateral Energy Purchase and Sale Contract, hereinafter the "Contract,"

**DECLARES**

1. That the production unit/s linked to the Contract declared by the Marketer is/are duly registered with the following information in the corresponding administrative records:

<b>Record no. (Ripre/Repro)</b>	<b>Name of the facility</b>	<b>Installed power (MW)</b>	<b>Facility technology (*)</b>	<b>Phase</b>	<b>Hybridization</b>
XXXXXXXXXXXX					
YYYYYYYYYYY					

*(\*) Possible technologies: Hydraulic / Pumping generation / Solar Thermal / Solar Photovoltaic / Biomass / Biogas / Cogeneration / Coal / Nuclear / Onshore Wind / Offshore Wind / Fuel-Diesel / Refinery Gas / Combined Cycle / Industrial S.W. / Municipal solid waste / Other waste / Ocean thermal / Geothermal.*

2. Section to be filled in for production units established in Portugal:

- New associated programming unit in the S.O.:
- Previous associated programming unit in the S.O.:

In witness whereof, for all pertinent purposes, this declaration is signed in ....., on ... of ..... of 202...

**P.P.**