



# Market Access Guide

**OMI - Polo Español, S.A. (OMIE)**

Alfonso XI, 6  
28014 Madrid

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## 1. **INTRODUCTION**

This Guide states the steps that must be followed to acquire the status of electrical power 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 series of forms have been included as Appendices, which cover from guarantees provided to types of powers and authorities and supplementary documentation relative to 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 preliminary requirements established in the regulations and follow electronic procedures, through which the data required for acquiring said status is provided to OMIE. As part of the electronic process, some of the steps will require sending written hard copies of additional documents.

The electronic process basically consists of two phases:

The first is common to any applicant and is generally carried out through OMIE's public Website, through the sending of required data in a form, which requires general information from the applicant wishing to acquire the status of market agent.

The second phase is carried out through the agent's private Website, which is accessed exclusively by having an electronic certificate issued by OMIE, which requires specific information depending on the type of agent and the manner in which they participate in the market. This second phase follows several parallel processes where the applicant is electronically notified of the progress of each of them.

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

- Obtaining the status of subject of the electric power system with the system operator (Red Eléctrica de España, S.A.). (Refer to article 4 of Royal Decree 2019/1997 dated 26 December, which organizes and regulates the electrical power production market). This process can be carried out parallel to that of obtaining the status as market agent.
- In the case of producers, being the owner of installations that are properly registered in the Administrative Registry of Electrical Power Production Installations of the Ministry for Ecological Transition and Demographic Challenge
- In the case of retailers and direct market consumers, having presented a authority statement and a start of activity statement to the Ministry for Ecological Transition and Demographic Challenge (Refer to *Royal Decree 198/2010 of 26 February*).

- *which implements certain provisions relative to the electricity sector to what is provided in Law 25/2009, relative to the modification of certain laws to adapt them to the law of free access to services and exercising this right, and Royal Decree 647/2011, dated 9 May, which regulates the charge management activity of the system for carrying out energy recharge services.*)
- In the case of representatives, prove their status as representative of any of the previous entities.
- In any case, having expressly adhered to the rules and conditions of operation and settlement of the daily and intra-day electrical power production markets by executing the corresponding adhesion contract.
- Additionally, to be able to make purchases in the market, sufficient guarantees must be in force at all times, which acceptance will correspond to the Market Operator. (The bank guarantees, line of credit, assignment of collection rights and insurance guarantee forms are included respectively as **Forms I, II, III and IV** in this guide).
- Having filled in the different operating data associated with its installations and their participation in the market as described in this guide.

In the case of applicants that intend to carry out their activities from Portugal, the actions before 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 equivalent functions.

Additionally, a **Form XII** has been incorporated and must be completed by all those Portuguese production units that request their incorporation to the Market.

### 3. **MARKET ADHESION PROCEDURE**

#### **3.1 Process start request**

Prior beginning the process with the market operator, the EIC (energy Identification Code) code must be activated. This activation will be carried out through a request submitted to an EIC office managed by the system operators (in the case of Spain, Red Eléctrica de España S. A.). The first five digits of the «Display Name» section of the EIC code supplied by the system operator make up the agent code that is to be filled in by the applicant in the electronic Agents Registration form of the market operator.

Once this code is obtained, the following **Agents Registration** form, which is available on OMIE's public Web, must be filled out to start the adhesion to the market process:

<https://mda.omie.es/AccesoAgentes/solicitud.xhtml?idioma=en&tipo=solicitud&id=AltaAgentes>

#### **Ex**

All the fields identified as mandatory must be completed on the form. Once completed, the *Send Request* button shall be pressed.

This form may be filled out by:

- An entity registered in the Electrical Power Production Installations Administrative Registry from the Ministry for the Ecological Transition and Demographic Challenge, who wishes to register as a market agent.

An entity that wishes to become a retailer or and wants to register as a market agent.

- An entity wishing to become a direct consumer on the market.
- An entity that requests to be registered in the OMIE system to become a representative on the market.

Representative agents that are already registered and that wish to register their clients have a similar form available in the Data Maintenance system inside the Market's private Website.

In addition to sending the form, the following documents shall be sent electronically to OMIE to the email [asuntosjuridicos@omie.es](mailto:asuntosjuridicos@omie.es):

- Copy of the document issued by the Tax Agency certifying the Tax Identification Number (VAT) of the entity wishing to become a market agent.
- Copy of the National Identity Card of the person signing the request, (person included on the form as the entity's representative, who must have sufficient powers for conducting all the acts and signing all the documents required for the complete adhesion of the requester, or his clients to the Market).

A general powers form is included as **Form V** in this document, which can be used to attest the representative powers of a requesting entity.

Additionally, **Form VI** is included, which must be submitted in the case of representatives of special regime producers and **Form VII** is used for representative powers for purchaser representatives. Both forms are suitable for submission to the Market Operator (OMIE) and the System Operator (REE).

Form XIII includes a format of power of representation of facilities of Portuguese producers, suitable for use before the Iberian Market Operator (OMIE) and before the System Operator in Portugal (REN).

OMIE may require the contribution in original format of the previous documentation in order to verify the authenticity of it.

In the event that special regime producer representatives (Form VI) have the need to accredit these powers before the National Energy Commission (CNE) on their Website: (<https://primaequivalente.cnmc.es/sgpecnePublica/abrirVentanaGeneral.do?fichero=Modelo de poder de representacion entre empresas.pdf&directorio=9>) a powers form may be found, which is valid to be used for CNE, REE and OMIE.



Once the presented documentation has been examined and its compliance has been verified, OMIE will generate a personal electronic certificate for accessing the market information system in the name of the person or entity that has been authorized to carry out the administrative actions. This certificate and the password will be provided in a cryptographic card.

This card and the elements or information required for its use will be sent to the address entered on the form, to the attention of said Representative. The devices required for using the card as well as the required information is included in the "Market Access Kit" described at the end of this document and basically contains a card reader and the software and information required for its use. Along with the card, an e-mail with the password for using the card (PIN or NIP) will be sent to the e-mail address included on the Agents Registration form.

### **3.2 Electronic data entry**

From this moment on, and for the purpose of providing OMIE all the data associated with the participation on the market, the Agents Data Maintenance application, which is accessible from OMIE's Market Agent Website ([www.mercado.omie.es](http://www.mercado.omie.es)) shall be used. Access to this system requires using the supplied cryptographic card to confirm the identity of the person and allows to safely enter or modify the associated data.

The set of data required to be entered through this application are the following:

- Registering Process for Settlement and Invoicing Data.
- Registering Process for Data relative to Contact Persons.
- Registering Process for Data relative to Physical Units (if applicable).
- Registering Process for Data relative to Bidding Units (if applicable).
- Registering Process for New Security Cards (in the case that bids are going to be made and to enable access for other persons in their organization).

These processes may be carried out simultaneously.

When the cryptographic card is being sent, OMIE will automatically create a task, so that the Representative (or representative agent if applicable) can fill in the Settlement and Invoicing data associated with the activity or activities used by the new agent for operating on the market. This data is required so that afterwards, the agent can associate bidding units with the activity or activities declared. No new agent will be admitted that has not properly filled in the Settlement and Invoicing data.

### **3.3 Required documentation (hard copies)**

Once the documentation has been reviewed and approved, the electronic application will be accepted by OMIE and an e-mail will automatically be generated addressed the e-mail address indicated in the Agents Registration form, with a Word file attachment containing the adhesion contract so that two copies of this file can be printed and each of its pages 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 hard copy will remain in OMIE's possession. The signing of the adhesion contract does not "per se" entail obtaining the status as market agent, it is just another requirement that has to be met as part of the process for accessing the market.

In the case of production installations, it will be required to verify the registration in the corresponding Ministry for the Ecological Transition and Demographic Challenge Registry. If the final registration is not yet obtained, the process may be started by submitting the preliminary registration, without prejudice of the need to attesting the final registration prior to finalizing the registration process for the unit.

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

Once all the information received through the electronic forms has been verified and the hard copies have also been received and verified, OMIE will notify the completion of the process and the acquiring 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 paper copy of the authorization of said representation must be provided, which consists of the proof of granting of sufficient powers so that the applicant company can act as representative for the represented entity (refer to point 3.1).

The Representative must fill out the different electronic forms to enter the information associated with 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 at OMIE, the new agent will be registered.

The entire process can be carried out by the representative through the Market Web Agents Data Maintenance application.

Among the data to be electronically filled out, we have the client's bank account data. In the case that said representation is awarded "in the name and for the account of third parties", this will be the account used by OMIE to pay the client directly. In the case that said representation is awarded "in its own name and for the account of third parties", this will be the backup account, to be exclusively used in the case that the representative-client relationship is terminated.

In the case of use of the representative figure, their scope of action shall cover representation of all activities and activities of the represented party in the market, without permitting the activity of more than one representative per party or the action of a represented party and their representative simultaneously.

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

Those direct consumers in the market to which the reduction of the tax base of the Tax provided for in article 98 of Law 38/1992, of December 28, of Special Taxes, will contribute to the market operator, as a taxpayer, the registration card in the Territorial Registry which contains the Electricity Identification Code (CIE) in electronic format with a secure verification code or a legalized copy of it. The application of the reduction will be conditional on the agent indicating to OMIE the physical unit associated with the CUPs, the system operator confirming said information, at the request of the market operator, and the configuration of the offer unit allowing the application. In case of doubt about the applicability of the reduction you can 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 adhesion process and the supplying of data associated with the participation in the market will be carried out through the Agents Maintenance Data application that exists in the Agents Market Website. In addition to this Access Guide, the application includes help screens to facilitate entering data.

In any case, if additional information is required during the adhesion or forms completion process, OMIE may be contacted by email 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)  
Att: Acceso de Agentes del Mercado  
C / Alfonso XI, 6  
28014 Madrid

## **5.2 Applicable Regulation**

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

<http://www.omie.es>

## **5.3 Computer Equipment**

The following computer and communication equipment shall be available for accessing the Market Contracting System.

**Compatible PC computer:**

**Windows 7, 8, 8.1 or 10 Operating System** (recommended).

**Microsoft Internet Explorer browser**, versions 10 and 11 (recommended), all 32 bits.

**Note:** In Windows 8, there are two browsing experiences, one optimized for touch devices and the well-known Internet Explorer for the desktop. The first one is not supported on the system and you must use the desktop option

**Java virtual machine:** The most up-to-date information on the latest version of the Virtual Machine recommended and approved for access to the SIOM Websites can be found in the "Configuration Guide for the Access Point to the Information Systems of OMIE", located on the OMIE Public Web ([www.omie.es](http://www.omie.es)) in the "Technical Documentation" section in the "Contracting System" menu.-

**Software for smart card reader and Gemsafe software libraries:** (only if cryptographic cards are used. It is not necessary for electronic certificates in software support).

**Smart card reader** (only if cryptographic cards are used in the post) connected to the PC. It can be purchased from an external supplier or requested from OMIE, which will supply and invoice on request (GemPC Twin USB model). The smart card reader must follow the PC / SC standard. (Personal Computer / Smart Card) if it is from another manufacturer.

**Note:** The Omie web installer, the Java virtual machine and the software for the Gemplus smart card reader can be consulted and downloaded through the public website (contact OMIE to request the URL address).

## **5.4 Communications**

Access to OMIE's information system may be carried out through four different avenues:

- Internet
- Dedicated line between the Agent and OMIE.

The Agent is responsible for contracting and leasing the communication devices he 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, he must request it from the Market Operator (refer to the Dedicated Line Registration process). The Information Systems Address will contact the agent regarding the technical installation and configuration details.

## **5.5 Software and Documentation for Accessing the Market Agent Website**

Once the Agents Registration application has been completed through the market's public website, and in the case that an access card has been requested for the Company's Representative, OMIE will provide the future agent with a cryptographic card reader along with the first card.

Access to the Website with the documentation and software required for installing the reader and the configuration for accessing the Market Agents Website will also be provided.

## **5.6 Agent guarantees**

If the agent wants to make purchases on the market and provides guarantees, he must report the registration of the guarantees through OMIE's Information System.

Agents that provide guarantees in the form of cash deposit must satisfy the market operator the amount of the fees that the bank entity applies proportionally at any time of their cash deposits as a market guarantee.

The conditions of application of said commission will be published on the market website ([www.mercado.omie.es](http://www.mercado.omie.es)).

## **5.7 REMIT**

Following the European Union's adoption, on 8 December 2011, of new rules of mandatory compliance on the wholesale market operations of energy through **Regulation (EU) No 1227/2011** of the European Parliament and of the Council on wholesale energy market integrity and transparency (hereinafter "**REMIT**"), which introduces a specific framework for the industry as regards the supervising of wholesale energy markets, with the aim being to detect and prevent any manipulation of the market and its operations based on the use of privileged information, the players in those markets are to regularly provide the Agency for the Cooperation of Energy Regulators (hereinafter "**ACER**") with data on wholesale energy contracts, involving both the delivery of electricity and natural gas, and the transmission of these products.

According to the provisions of Article 6 of Commission Implementing Regulation (EU) No. 1348/2014 of 17 December 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 place where the wholesale energy product was executed or the order was placed shall at the request of the market participant offer a data reporting agreement.

Pursuant to the above, OMI-Polo Español S.A. (OMIE), as the entity responsible for managing the daily 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 is to be made through the Agents website (<https://www.mercado.omie.es/>) selecting REMIT in Agents Data and clicking on "Reporting Service: Request".



Representative agents which opt to use this service must provide the ACER code of each of their agents represented through the "ACER Code" field included in the agent application form (<https://mda.omie.es/AccesoAgentes/solicitud.xhtml?idioma=en&tipo=solicitud&id=AltaAgentesEx>). In the case that this Code is not available at the time of registration, it will be possible to complete it later through the private website <https://www.mercado.omie.es/> selecting Agents, Agents and Contact Persons, then clicking on "Agents: Modify".

Notwithstanding the above, in the following cases of representation on own behalf and on behalf of others, it will not be necessary to facilitate the ACER Code of the represented:

- production units using renewable energy sources (except UGHs), high efficiency cogeneration or waste
- direct market consumers and recharge managers, when the offer unit is configured in such a way that it can offer energy of several represented.

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>

<http://www.erse.pt/pt/REMIT/Paginas/REMIT.aspx>

Find more information through the following link:

<https://www.grupoomi.eu/en/omi-rrm>

## 6. **SUPPLEMENTARY DOCUMENTATION RELATIVE TO THE HANDLING AND REPORTING OF SPECIFIC TASKS**

Additionally and in accordance with what is stipulated in the current Market Rules, the following attached Forms are provided with this guide:

- **Form VIII** Collections and payments compensation form between subjects of the same group.
- **Form IX** Notification relative to the grant of pledge.
- **Form X** Modification form for Bank account data as a pledge.
- **Form XI** Notification of pledge termination.
- **Form XII** Declaration of ownership or representation of Portuguese production units
- **Form XIII** Power model of Portuguese producers

## 7. **FORMS**

The forms with the following completion rules are listed below:

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

## FORM I

### BANK GUARANTEE

**Date:** ..... (use the format dd/mm/yyyy)

**Place:** .....

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

**Company Name:** .....

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

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

Represented by: .....(Free format. Complete with the name of the signatories)

with sufficient powers by virtue of: ..... (Free format. Complete with details of the powers of attorney, notary public, no. of the notary's records, dates, etc.)

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

**Name of the guaranteed company:** ..... (complete with the Agent's name)

**Tax No.:** ..... (e.g., 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 the format dd/mm/yyyy. In the event it is open-ended, insert the date 31/12/2222)

**Number of recording in the Special Register of Guarantees:** .....

Financial entity's contact details for execution of the guarantee:

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

**Email:** .....

(The following text is not to be amended)

The Financial Entity

### **GUARANTEES**

the Agent unconditionally and irrevocably the Market Operator up to the maximum amount of this guarantee, in order to respond for the compliance of each and every one of the payment obligations assumed by the Guaranteed Party, arising from its activity in the Daily and Intradaily Production Market Electrical Power, including whatsoever current taxes and fees that may be applicable at the moment of payment of its purchases, pursuant to the Daily and Intraday Electricity Market Operating Rules.

The Financial Entity accepts joint and several liability with the Agent for the payment of all the sums that the latter may owe by virtue of said intervention, with express waiver of the benefits of “orden”, “excusión” and, as appropriate, “división”, with this guarantee having an abstract nature, and the Guarantor may not therefore oppose any objections whatsoever to avoid the payment, and especially any one arising from the underlying relationship between Guarantor and Guaranteed Party.

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

Payment is to be made upon first requirement, upon presentation by the Market Operator to the Guarantor of a letter in which it reports non-compliance by the Guaranteed Party, indicating therein the bank account number into which the corresponding payment is to be made, whereby 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 moment when the Guarantor is called upon to proceed to 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 authorises its cancellation. Otherwise, this guarantee shall remain valid until the date of expiry inclusive, being rendered null and void after this date, with no claims whatsoever forthcoming from the guarantee being made on the Guarantor as of that moment, even though they may arise from obligations assumed or callable 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 force with a new guarantee in favour of the Market Operator from among those permitted in the Daily and Intraday Electricity Market Operating Rules. 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 of those contemplated in the Daily 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 Daily and Intraday Electricity Market Operating Rules.

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

When the Guarantor has this document 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.

Sole application is to be made of the Law of the Kingdom of Spain for the interpretation and observance of the provisions laid down herein.

The Financial Entity submits to the courts of the city of Madrid with express waiver of any other jurisdiction that may correspond to it, for the resolution of whatsoever dispute that may arise through the observance hereof.

Signed by..... (*Financial Entity*)

pp

## **FORM II**

### **LINE OF CREDIT CONTRACT**

**On the one part**, ....., (hereinafter the Lender), ***(Include identifying information relative to the Lender and their representatives)***

and

**On the other part**, ***(include identifying information relative to the Borrowers)***

All the listed companies, (hereinafter all of them generically and individually referred to in this document as the Borrower/s)

**and also, company ....., will be referred to as the Agent company. *(To be added in the case there is more than one Borrower)***

All the parties, in their respective representation, acknowledges each others sufficient powers for executing this credit contract, to which effect

#### **DECLARE**

I. That article 7.1 letter b) of Royal Decree 2019/1997, dated 26 December, which organizes and regulates the electrical power production market states a requirement to acquire the status of market agent, providing OMI, Polo Español, S.A. (from now on referred to as the Market Operator) with a sufficient guarantee to cover the economic obligations that may be derived from his action as daily market production agent, under the terms established in the Adhesion Contract, adding that the non provision of the aforementioned guarantee will prevent the obligated subject from intervening in said market.

II.- That the operating rules of the Electrical Power Production Market states the possibility of formalising the required guarantee 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 have requested*** from the Lender, the opening of a line of credit in the amount of ..... euros (.....,-euros), as a line to provide coverage as surety bond entered as part of the purchasing of electrical power on the production market and having both parties agree to what was requested.

## AGREE

To enter into this credit contract by virtue of which the Lender grants **the companies** mentioned in this document as **Certified**, a credit with a maximum limit of .....Euros (....., -euros), where **the Borrowers** are required, in a manner to be mentioned further down, to refund the amounts that on their own behalf they have provided, as well as the interest, commissions, taxes and expenses, even judicial ones, that are generated as a consequence 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 executes in their favour, with the commitment to repay the amounts stipulated on the dates, in the fashion, and as per the conditions agreed to in this document.

### **SECOND.- Duration**

This credit will have a duration between the date of this contract and ..... **(To be agreed upon by the parties)**

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

Notwithstanding the duration agreed upon, the Lender may consider the credit fully expired, and he will notify **the Borrower/Agent Company** and the Market Operator at least five days prior to the date set by the Lender as early termination of the credit, where from this moment on, the totality of the payment obligations agreed to by **the Borrowers** may be demanded when any of the following circumstances occurs:

.....

The setting in these cases of a termination date that is after the communication date is due to the fact that this credit has a definitive nature and is awarded to provide coverage as surety bond, entered into by **the Borrowers** in their electrical power purchases on the production market.

In this regard, the Market Operator may, prior to the termination, and in accordance with this document, ensure that current authorizations are available, even though **the Borrower/one or several Borrowers**, due to court proceedings or by any other reason, are not able to fully administer their assets.

### **THIRD.- Distribution of the credit **(To be added in the case there is more than one Borrower)****

The credit limit may be issued, indiscriminately and individually, by **the Borrower/one, several or all the Borrowers**, only establishing that the total amount to be

used and authorized by **the Borrower/by each Borrower** to 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 in the case there is more than one Borrower)**

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

- Company A., account no. 10-xxxxxx-x
  - Company B., account no. 10-xxxxxx-x
  - Company C., account no. 10-xxxxxx-x
- etc. ...

In each account, will be debit and payment amounts respectively on the one hand, the amounts charged to said credit if applicable, the interest accrued according to the contract and the commissions and expenses that the Borrowers must pay off, and on the other hand, those amounts paid for the remaining balance.

The Borrowers from this moment on, expressly agree that the Lender can modify the number of the aforementioned operating accounts, as long as said modifications are carried out for operating reasons, accounting reasons, due to the Lender's internal organization or due to a change of office where each one of the Borrowers operates, without said modification involving any novation of the rest of the contractual conditions nor of the obligations of any type assumed by the contracting parties in this contract.

The mentioned modification, which in no case shall entail any cost for the Borrowers, will be communicated by the Lender to the Borrower it affects and the Agent Company through a notification by any means, as long as it specifies the new account number and the date in which said number will be operational.

Each Borrower will be accountable to the Lender for the amounts that have been set or charged in their account in accordance with the aforementioned, where each of them is required to repay the Lender the balance that at any moment is in the account, as agreed and especially upon termination of the contract.

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



**FIFTH.- Disbursements (*Draft according to one or more Borrowers*)**

Taking into account the destination of the credit, ***the Borrower/each Borrower*** irrevocably and solely authorizes the Market operator to access the line of credit, through the persons and complying with the conditions that will be described below.

To this end, the Borrowers, through the Agent Company, will notify the Lender of the amount they authorize the Market Operator to access; if applicable, 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 the Borrowers***, plus what is provided by the Market Operator and not reimbursed to the Lender, may not exceed the total credit limit.

For disbursement by part of the market operator, without prejudice of what is listed in the "Termination Guarantee" clause, the following is required:

The disbursement must be carried out for payment of the obligations agreed to by ***the Borrower/any of the Borrowers*** due to its electrical power purchases on the production market.

The disbursing order must be accompanied by a written document issued by the market Operator to the Lender, which communicates the lack of deposits for the amounts owed by the Borrowers derived from their electrical power purchases on the production market, on the stipulated effective date and in the manner described in Appendix II. This written document will be jointly signed twice by the following persons: D. Artur Trindade, NIE: Y5647516H, Dña Carmen Becerril Martínez, DNI 15.955.419 C, D. Pedro Basagoiti Satrustegui, DNI.51.385. 631.C, D. Juan Bogas Gálvez, DNI. 00.387.992 M, Dña Yolanda Cuellar Salinas, DNI 03.830.573 S, D. Rafael Gómez-Elvira González, D.N.I. 70.348.380 M, D. Eugenio Malillos Torán, DNI. 51.061.172 E and D. Rafael Ramos Gil, DNI. 401.512 R.

Against each current authorization, one or several disbursements may be executed, so the total sum of the disbursements executed as part of an authorization may in no case exceed the amount mentioned while it remains current, and always when the circumstances for executing a disbursement, as per the contract, are met.

Likewise, and prior consent from the Market Operator, the amount of an authorisation may be modified by means of a new disbursement authorisation from the Lender to the market Operator as requested by *the Borrower/Agent Company*, or the existing authorisation rescinded by previously formalising the guarantees that the Market operator requires at each moment using the methods authorised by the operating rules of the electrical Power Production Market operation.

If the Market Operator has withdrawn the line of credit, once the mentioned circumstances have been met and which have been previously listed, or according to the “Expiration Guarantee”, the Borrowers will be obligated to repay the funds provided by the market operator to the Lender within 5 working days from the date in which the disbursement has been executed, or on the contract termination date, if it occurs first. ***The Borrower/each Borrower*** will have the same time period to reimburse the Lender any other charge, which as agreed has been withdrawn from his account.

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

**SEVENTH.** Calculation of the 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 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.** Termination guarantee. (*Draft according to one or more Borrowers*)

Prior to the fifth working day before the contract termination date, regardless if it occurs because it is not extended or because the final or anticipated termination date has arrived and especially when the circumstances listed in the second clause occur, **the Borrowers** must replace the current authorisations with any other guarantee before the Market operator as permitted by the operating rules of the Electrical Power Production Market. If prior to the second work day prior to the contract termination or non-renewal, **the Borrower/any Borrower** has not replaced the current authorisations for other guarantees mentioned in the Electrical Power production Market's operating regulations, the Lender, prior request from the Market Operator in the manner described in appendix III, must deposit the amount of the current authorisations minus the amounts that against said authorisations may have been executed, in the account designated by the market Operator in his notification. This requirement must be executed and the Lender must be notified prior to the contract termination date in a joint manner, by means of two signatures from the following persons: D. Artur Trindade, NIE: Y5647516H, Dña Carmen Becerril Martínez, DNI 15.955.419 C, D. Pedro Basagoiti Satrustegui, DNI.51.385. 631.C, D. Juan Bogas Gálvez, DNI. 00.387.992 M, Dña Yolanda Cuellar Salinas, DNI 03.830.573 S, D. Rafael Gómez-Elvira González, D.N.I. 70.348.380 M, D. Eugenio Malillos Torán, DNI. 51.061.172 E and D. Rafael Ramos Gil, DNI. 401.512 R.

The Lender will notify **the Borrower/Agent Company** of the reception of the requirement whenever it occurs.

These deposits will in this way constitute a guarantee from the Borrower before the Market Operator; guarantee which is included in the Electrical Power Production Market's operating Regulations.

Any time the Lender has had to deposit the amount of the current authorisations due to the causes listed in this section, the Borrower, to whom the deposit has been made before the Market Operator, must reimburse the amount to the Lender on the same date in which the deposit was made, in the account mentioned in the FIRST stipulation or its replacement.

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

***The Borrower or Borrowers will reimburse*** the Lender for any amount paid to the Market Operator as well as the agreed interest, commissions and expenses in a timeframe not greater than .... working days from the date it was charged to the special credit account or, if applicable, when the contract is terminated and without needing to request it beforehand.

For this purpose, **the Borrower or Borrowers** expressly **authorize** the Lender to charge these amounts to **the current accounts they have opened** at the Lender at the ..... Office

It is specifically stated that the location of the payment and fulfilment of all obligations derived from this contract is the Lender's Bank Institution ..... (office .....), located at .....

**The Borrower or Borrowers** expressly allow, for operational and organizational reasons of the Lender, that he may modify the office number and its location, always in the same city as the original office, where the parties in this regard accept the new location as the payment location, without this entailing any novation relative to the rest of the contractual conditions, nor of any of the obligations assumed by both parties under this contract.

The mentioned modification will be communicated by the Lender to **the Borrower/Agent Company** by any means of notification as long as there is proof of reception. The specification shall specify the following: The new office number and, if applicable, the address if it has changed and the date in which this change will come into effect.

**SIXTEENTH.- Agent Company (Draft to be added in the case there is more than one Borrower)**

Without prejudice to 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 acts in their own name as well as an irrevocable special agent for the rest of the Borrowers relative to the functions, which as such, are attributed to them under this contract, and as a consequence it shall be understood in this sense, that the decisions and actions of the Agent Company are as if they had been taken and carried out by all the Borrowers.

Likewise, the Borrowers empower the Agent Company in the name of all, to notify the Lender of their desire to cancel or terminate the contract as well as receive feedback from the Lender regarding their desire to consider the contract terminated.

Unless otherwise specified, any notification made or received by the Agent Company will have the same validity as if it had been formulated or received by all the Borrowers.

The signing Companies unanimously appoint Agent Company .....

The Agent Company for all notifications, requests and communications relative to this contract 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 stated in the contract, any means may be used to serve as proof that it has been sent or of reception, in order to consider the obligation to notify as met, with enough advance notice in each case, by sending a fax addressed to the respective addresses indicated below, and serving the original fax as valid proof where reception is documented at the indicated faxes.

The Borrowers designate and expressly authorise the Agent Company to receive and resend in its name, the communications relative to this credit (***To be added in the case there is more than one Borrower***)

In the case that special circumstances arise that substantially modify the existence and validity of this credit, the Borrower will also notify, with enough advance notice as applicable in each case, the modifications to the Market Operator, as authorised party in this contract. In this regard, the following are considered special circumstances for modifying this credit: termination, early termination and early repayment of the contract.

Any change or modification of the addresses or faxes listed in the following section must be communicated to the other party using the aforementioned method, and will not come into effect until the other party acknowledges receipt of the change or modification.

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

For purposes of implementing requirements and sending or receiving notifications or communications, which may be judicial or non-judicial, the following addresses and faxes are listed for the parties:

**1 LENDER**

Address:

Fax:

City:

**2. THE AGENT COMPANY**

**Address:**

**Fax:**

**City:**

**(To be added in the case *there is more than one Borrower*)**

### 3. AUTHORISED: MARKET OPERATOR

Person:

Address: C/ Alfonso XI,6, 4ª Planta

Telephone: 91 659.89.04

Fax: 91 524.08.06

City: 28014 Madrid

Any notification sent to any of the mentioned addresses will be valid as per the contract unless a new address was communicated to the other parties, beforehand and in writing, which will only be effective from the reception date of the notification by its addressees.

#### **EIGHTEENTH.- Assignment**

Given the characteristics of this credit, the Lender may not assign this credit.

#### **NINETEENTH.- Applicable legislation and jurisdiction**

This contract is entirely subject to Spanish legislation.

The contracting parties agree to subject themselves, expressly waiving the right to their own jurisdiction, to the Judges and Courts of Madrid, which will be the only competent court for recognizing the actions and claims that may be derived from this contract.

The Lender as well as ***the Borrowers and Agent Company (To be added in the case there is more than one Borrower)*** accept this contract under the terms, conditions and responsibilities established in this policy and as proof of this and to comply with the agreement, sign three copies of this contract, of which one will remain under in the possession of the Lender, another for ***the Borrowers, which is provided to the Agent Company***, and another that is delivered to the Market Operator for his information. ***(Draft according to one or more Borrowers)***

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

#### **THE LENDER**

By Proxy

#### **THE BORROWER/S**

By Proxy.

**Appendix I**

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

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

Dear Sirs:

As per the Credit dated ..... , which was signed by ..... and Lender ....., which according to the communication sent by ***the Borrowers through the Agent Company*** under the terms listed in the Fifth clause of the Credit Contract, and as long as the conditions and requirements stipulated in the mentioned Fifth clause, authorizes OMI, Polo Español, S.A. (OMIE) to access, effective on the date of this document, ***per each company (To be added in the case there is more than one Borrower)*** the amount indicated below:

Company A .....euros

**(To be added in the case there is more than one Borrower)**

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

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

The deadline for carrying out the disbursing, for which authorisation is being notified, will end at the termination of the mentioned credit, or in the case that the Lender has issued a new notification, upon reception and acceptance by OMI, Polo Español, S. A.. (OMIE) of the new notification.

Sincerely

Signed .....

## Appendix II

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

Dear Sirs:

I hereby notify you that in accordance with the documentation submitted by Lender ..... regarding the transactions carried out on account numb. XXXXXXXXXXXXXXX, an account used for settling operations on the Electricity market, on this date it has been noted that agent ..... has missed a payment for operations executed on the Electrical Power Production market, which have been subject to settlement on this date, amounting to ..... Euros.

In view of the aforementioned and in accordance with stipulation .....of the Credit Contract dated ..... of ....., issued by ..... and signed by the non-compliant market agent, and in the disbursement authorisation dated ..... of ....., this disbursement order is submitted in order for ..... to proceed with the immediate payment of ..... Euros by means of a deposit in current account numb. XXXXXXXXXXXXXXX open in the name of Company OMI, Polo Español, S. A. (OMIE) in Bank .....

In accordance with the terms included in the mentioned contract, said deposit must be made with an effective date of this same day in the mentioned account.

Sincerely,

Signed .....

Signed .....

Appendix.- Bank ..... Communication relative to transactions in account numb. ...., on the effective date of ..... of ..... of 20....



### Appendix III

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

Dear Sirs:

I hereby notify you that agent ..... to date maintains current disbursement authorisations (minus the disbursements made against said authorisations) for a total amount of ..... Euros; authorisations issued to guarantee coverage of the agent's actions in the electrical power production market, as per the credit Contract dated ..... of ..... of ....., issued by ..... and signed by the aforementioned market agent.

Faced with the termination of the credit contract mentioned in the previous section, which will occur on ..... of ..... of ....., as has been communicated by ....., by which the current disbursement authorisations were issued and given that said authorisations have not been replaced by any other guarantee of those allowed by the Daily and Intra-day Market Operating Regulations, this disbursement request is submitted to receive a deposit in the amount of ..... Euros, dated ..... of ..... as per and in accordance with the Termination Guarantee clause of the aforementioned credit contract, by means of a deposit in current account number ..... opened in the name of company OMI, Polo Español, S. A. (OMIE) in Bank .....

The amount of the deposit will replace, as guarantee in this fashion, the current disbursement authorisation, which may in this way be considered finally terminated by the constitution of a guarantee cash deposit from agent ..... before the Market Operator; a guarantee included in the Electrical Power Production Daily and Intra-day Market Operating Regulations.

Sincerely,

Signed .....

Signed .....

## FORM III

### ASSIGNMENT OF COLLECTION RIGHTS

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

..... entity with address at ....., street....., no. ...., with Tax ID ..... and on behalf of and representing Mr....., with sufficient powers, valid and current for signing this document

#### **DECLARES**

I. That ..... has signed the Adhesion to the Daily and Intra-day Market Operating Rules Contract for the production of Electrical Power (hereinafter the Adhesion Contract).

II. That article 7.1 letter b) of Royal Decree 2019/1997, dated 26 December, which organizes and regulates the electrical power production market states a requirement to acquire the status of market agent, providing the Market Operator with a sufficient guarantee to cover the economic obligations that may be derived from his action as daily market production agent, under 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 daily production market.

III. That the Operating Regulations establish the possibility of formalising the guarantee through the assignment of future collection rights pending payment from the production market, which the agent that ends up being the creditor as a result of its electrical power sales, executes in favour of the debtor agents, as long as it is previously accepted by the Market Operator.

IV. That ..... complies with the requirements established in article 7.1 of aforementioned Royal Decree 2019/1997, and is therefore considered a daily market agent, effectively carrying out, as per this document, the activity of electrical power seller.

V. That ....., is interested in assigning the collection rights he possesses, pending payment, derived from his intervention as a seller in the electrical power production market, in favour of (**only list one beneficiary agent**) as guarantee from the later before the market Operator.

Based on the foregoing

**AGREES**

1. To assign, irrevocably and unconditionally, the future collection rights in favour of ..... **(assigning agent)** pending collection as guarantee in favour of ..... **(beneficiary agent)**, before me OMI, Polo Español, S. A. (OMIE) (from now on the Market Operator), in accordance with what is stipulated in the Daily and Intra- day market Operating Regulations relative to Electrical Power Production and in any case, up to the maximum amount allowed by the Market Operator for this purpose.

2. Authorise the Market Operator so that on each of the settlement dates of the applicable settlement periods, if ..... **(beneficiary agent)**, has not made payment on all its payment obligations, may proceed, prior notification of ..... **(assigning agent)**, to execute this guarantee through the disbursing of the required amount applicable to the collection rights to be received by ..... **(assigning agent)**, as seller of power and which by this agreement are subject to assignment, and up to the amount that covers all the contracted payment obligations during that settlement period for ..... **(beneficiary agent)**, respecting the percentages of distribution of the collection right established by ..... **(assigning agent)** in accordance with Rule 56.6.1. d)

3. This collection rights assignment is a joint guarantee from ..... **(assigning agent)**, with respect to the primary debtor of the payment obligations, ..... **(beneficiary agent)**, where the mentioned guarantee is abstract and therefore without the possibility of objecting in any way to its execution to avoid payment and especially none derived from underlying relationships between ..... **(assigning agent)** and ..... **(beneficiary agent)**.

4. This agreement extends its validity as a guarantee without limits.

Spanish legislation will be applicable exclusively, when interpreting and executing what is stipulated in this document.

.....**(assigning agent)** subjects itself to the courts of the capital city of Madrid, and expressly waives their right to any other jurisdiction they may be entitled to when resolving any controversy that may arise from the execution of this guarantee.

**By** .....

**By Proxy**.....

## FORM IV

### INSURANCE GUARANTEE CERTIFICATE

**Date:** ..... (use the format dd/mm/yyyy)

**Place:** .....

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

**Company Name:** .....

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

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

Represented by: ..... (Free format. Complete with the name of the signatories)

with sufficient powers by virtue of: ..... (Free format. Complete with details of the powers of attorney, notary public, no. of the notary's records, dates, etc.)

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

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

**Tax No.:** ..... (e.g., ES-B01234567)

Details of the beneficiary:

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

**Tax No.:** ES-A86025558.

Details of the certificate:

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

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

**Number of insurance guarantee certificate:** .....

Insurance company's contact details for execution of the insurance guarantee certificate:

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

**Email:** .....

(The following text is not to be amended)

The Insurance Company

### **INSURES**

the Agent unconditionally and irrevocably the Market Operator up to the maximum sum of this insurance guarantee certificate, in order to respond for the compliance of each and every one of the payment obligations assumed by the Policyholder, arising from its involvement in the Daily and Intradaily Production Market for Electrical Power, including whatsoever current taxes and fees that may be applicable at the moment of payment of its purchases, pursuant to the Daily and Intraday Electricity Market Operating Rules.

The Insurance Company accepts joint and several liability with the Agent for the payment of all the sums that the latter may owe by virtue of said intervention, with express waiver of the benefits of “orden”, “excusión” and, as appropriate, “división”, with this guarantee having an abstract nature, and the Insurance Company may not therefore oppose any objections whatsoever to avoid the payment, and especially any one arising from the underlying relationship between the Insurance Company and Policyholder.

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

Whatsoever failure to pay the premium by the Policyholder, whether it is a single one, the first or subsequent ones, shall not entitle the Insurance Company to discharge the insurance contract, nor shall it be revoked, nor shall the cover provided be suspended, nor shall the Insurance Company be released from its obligation, in the event that it is required to make any payment whatsoever.

Payment is to be made upon first requirement, upon presentation by the Market Operator to the Insurance Company of a letter in which it reports non-compliance by the Policyholder, indicating therein the bank account number into which the corresponding payment is to be made, whereby in the event the Market Operator calls upon the Insurance Company to make the payment, the Insurance Company 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 moment when the Insurance Company is called upon to proceed to payment.

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

Prior to the fifth working day in the city of Madrid before the insurance guarantee certificate's date of expiry, the Policyholder must replace the guarantee in force with a new guarantee in favour of the Market Operator from among those permitted in the Daily and Intraday Electricity Market Operating Rules. 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 of those contemplated in the Daily and Intraday Electricity Market Operating Rules, the Market Operator shall proceed to execute this guarantee for the sum required to cover the Policyholder's obligations, pursuant to the provisions of the Daily and Intraday Electricity Market Operating Rules.

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

When the Insurance Company has this document in its possession, it is to be understood that there are no responsibilities pending arising from the insurance guarantee certificate described, and it may therefore proceed to its cancellation.

In the event of any discrepancy, contradiction, inconsistency or disparity between the terms and conditions contained in this document and the corresponding insurance contract arranged by the Insurance Company and the Policyholder, the provisions herein shall prevail over the provisions of said insurance contract.

Sole application is to be made of the Law of the Kingdom of Spain for the interpretation and observance of the provisions laid down herein.

The Insurance Company submits to the courts of the city of Madrid with express waiver of any other jurisdiction that may correspond to it, for the resolution of whatsoever dispute that may arise through the observance hereof.

Signed by..... (*Insurance Company*)

PP

**FORM V**  
**POWERS TO OPERATE ON THE MARKET**

*(To be formalised by means of a notarised public deed)*

“Which as he intervenes, in the capacity he holds, grants special power, as broad and sufficient as required and necessary, in favour of ... .....VAT Identification Number....., so that acting on his behalf and in representation of ..... exercises, as much as possible, the following

**POWERS**

1. To acquire the status of agent and/or market participant:
  - 1.1. To appear before pertinent public or private organisations and especially before the Market Operator and before the System Operator to carry out as many operations as required or appropriate for requesting the authorisations, communications and documents necessary in order to be recognised as a participant and/or agent in the Iberian Electrical Power Production 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 required or appropriate to this end.
2. To operate/participate in the Market, before the Market Operator as well as before the System Operator:
  - 2.1. Formalise, under the terms and conditions deemed appropriate, to include all power purchase and sell offers on the Market.
  - 2.2. Receive the communications, requirements and notifications of any kind derived from the company's activity on the Market.
  - 2.3. Execute acts and sign documents that are required or appropriate for participating in the Market.

- 2.4. Communicate and if applicable, modify all data relative to the bank account that is to be used for payment.
- 2.5. Declare to the System Operator, the signed bilateral contracts.
- 2.6. Claim, collect and receive amounts derived from the intervention in the Market.
- 2.7. Designate proxies and representatives and confer and revoke powers to specific persons to carry out, in representation of the company, the actions included in this power of attorney.



**FORM VI**  
**POWER OF ATTORNEY FORM FOR SPECIAL**  
**REGIME PRODUCERS**  
**(Valid for submittal to O.S. and O.M.)**

*(To be formalised by means of a notarised public deed):*

“Which as he intervenes, in the capacity he holds, grants special power, as broad and sufficient as required and necessary, in favour of .....VAT Identification Number..... so that ***acting on its own behalf and in representation of/on behalf and in representation of .....*** (***select the desired option***) exercises, according to the granted representation and in as much as possible, the following

**POWERS**

1. To acquire the status of agent and/or market participant:
  - 1.1. Acting in representation of ..... as per this current regulation that regulates access to the Iberian Electrical Power Production Market (hereinafter “the Market”).
  - 1.2. Appear before any pertinent public or private organisations and especially before the Market Operator and before the System Operator for carrying out as many actions as required or are appropriate for requesting the authorisations, communications and documents required for the purpose of being acknowledged as a participant and/or agent of the company on the Market.
  - 1.3. Request registration for the installations owned by ..... on the Market.
  - 1.4. 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 required or appropriate to this end.
2. To operate/participate in the Market before the Market Operator as well as before the System Operator:
  - 2.1. Integrate the installation in the offer unit deemed appropriate, grouping them for the presentation of offers on the Market.
  - 2.2. Formalise, under the terms and conditions deemed appropriate, to include all power purchase and sell offers on the Market.

- 2.3. Communicate the part corresponding to the installations of the producers assigned in the energy programs to the offer unit where said installation is integrated.
- 2.4. Receive the communications, requirements and notifications of any kind derived from the company's activity on the Market.
- 2.5. Execute acts and sign documents that are required or appropriate for participating in the Market.
- 2.6. Specify and designate the individuals that will be registered to present the offers before the Market Operator's and System Operator's communications means and carry out the rest of the actions required for participating in the Market, granting them the necessary powers for this purpose.
- 2.7. Communicate and if applicable, modify all data relative to the bank account that is to be used for payment.
- 2.8. Be subject to settlement of the offer units and the scheduling units where the installations are integrated for any reason, whose settlement is regularly assigned to the Market or System Operator.
- 2.9. Declare to the System Operator the signed bilateral contracts.
- 2.10. Claim, collect and receive amounts derived from the intervention in the Market.
- 2.11. Designate proxies and representatives and confer and revoke powers to specific persons to carry out, in representation of the client, the actions included in this power

These acts may be exercised by any representative of the proxy that is empowered to carry out in the name of the proxy, the actions referred to in the power of attorney.

## **FORM VII**

### **POWER OF ATTORNEY FORM FOR REPRESENTING PURCHASERS**

**(Valid for submittal to O.S. and O.M)**

(To be formalised by means of a notarised public deed)

“Which as he intervenes, in the capacity he holds, grants special power, as broad and sufficient as required and necessary, in favour of .....VAT Identification Number..... so that **acting on its own behalf and in representation of/on behalf and in representation of .....** (*select the desired option*) exercises, according to the granted representation and in as much as possible, the following

#### **POWERS**

1. To acquire the status of agent and/or Market participant:

1.1. Acting in representation of ..... as per this current regulation that regulates access to the Iberian Electrical Power Production Market (hereinafter “the Market”).

1.2. Appear before any pertinent public or private organisations and especially before the Market Operator and before the System Operator for carrying out as many actions as required or are appropriate for requesting the authorisations, communications and documents required for the purpose of being acknowledged as a participant and/or agent of the company on the Market.

1.3. Request registration for the units owned by ..... on the Market.

1.4. 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 required or appropriate to this end.

2. To operate/participate in the Market, before the Market Operator as well as before the System Operator and the markets organized in terms, which may exist within MIBEL’s sphere of action:

2.1. Formalise, under the terms and conditions deemed appropriate, to include all power purchase and sell offers on the Market.

- 2.2. Formalise, under the terms and conditions deemed appropriate, to include all power purchase and sell offers in the CESUR auctions.
- 2.3. Receive the communications, requirements and notifications of any kind derived from the company's activity on the Market.
- 2.4. Execute acts and sign documents that are required or appropriate for participating in the Market including forward modes (OMIP and CESUR auctions).
- 2.5. Specify and designate the individuals that will be registered to present the offers before the Market Operator's and System Operator's communications means and carry out the rest of the actions required for participating in the Market, granting them the necessary powers for this purpose.
- 2.6. Communicate and, if applicable, modify all data relative to the bank account that is to be used for payment.
- 2.7. Be subject to settlement of the purchase units for any reason, which settlement is normally assigned to the Market Operator or the System's.
- 2.8. Declare to the System Operator, the signed bilateral contracts.
- 2.9. Claim, collect and receive and pay amounts derived from the intervention in the Market.
- 2.10. Designate proxies and representatives and confer and revoke powers to specific persons to carry out, in representation of the client, the actions included in this power.

These acts may be exercised by any representative of the proxy that is empowered to carry out in the name of the proxy, the actions referred to in the power of attorney.

## **FORM VIII**

### **COMPENSATION FOR PAYMENTS BETWEEN SUBJECTS OF THE SAME GROUP**

**On the one part** ..... (***Consolidating Entity***) with address at ....., street....., no. ...., with Tax ID ..... and on behalf of and representing Mr....., with sufficient powers, valid and current for signing this document (Consolidating Entity)

and

**On the other part** ..... (***Consolidated Entity***) with address at ....., street....., no. ...., with Tax ID ..... and on behalf of and representing Mr....., with sufficient powers, valid and current for signing this document. (Consolidated Entity)

[...]

#### **DECLARES**

- I. That the entities mentioned above belong to the same group in accordance with article 42 of the Business Code and they are all acting within the Electrical Power Production Market.
  
- II. That they desire to fall under rule 55.4 of the daily and intra-day market operating rules for electrical power production, for the purpose of compensating the amounts that should be paid or collected by the undersigned, all with the exclusive 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 daily and intra-day market.

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

**Third.-** If ..... (**Consolidating Entity**) does not comply with the assumed sole payment obligations as per this document, OMI-Polo Español, S. A. will execute any of the guarantees corresponding to the owing companies of group. The executable amount to the owing agent or agents of the group will in no case exceed the amount owed by each of them.

**Fourth.-** That the parties signing this agreement, release, once the payment or sole collection is executed, OMI-Polo Español, S. A. of the payment obligations relative to the invoices issued in the settlement process where the compensation referred to in this agreement has been applied.

**Fifth.-** Any of the signing parties may request termination of this agreement subject to be communicated to the other party or parties and OMI-Polo Español, S. A., with a minimum of 10 working days prior to the start of the settlement process, to which the compensation will no longer be applicable.

**Sixth.-** The account for collection and payments will be that of **[Bank]** with IBAN ..... (**account no.**).

In witness whereof, this agreement is signed in ....., on .... of..... of 20 ...

By the Consolidating Entity

By Proxy.

By the Consolidated Entity or Entities

By Proxy.

**FORM IX**  
**NOTIFICATION RELATIVE TO THE GRANT OF PLEDGE**

..... entity with address at ....., street....., no. ...., with Tax ID ..... and on behalf of and representing Mr....., with sufficient powers, valid and current for signing this document (from now on "the Pledging Debtor"),

and

..... entity with address at ....., street....., no. ...., with Tax ID ..... and on behalf of and representing Mr....., with sufficient powers, valid and current for signing this document, from now on "the Pledging Creditor or Creditors"),

**DECLARE**

- I. That on ... of ..... of..... by means of ..... ***(Sufficient identification of the document or documents by which the pledge is established)***.
  
- II. That as guarantee of the mentioned credit ..... ***(Identification of the Pledging Debtor)*** has pledged to grant ..... ***(identification of the Pledging Creditor or Creditors)*** all the rights they may have, now or in the future, due to the selling of the electrical power generated by the company..... ***(Identification of the Pledging Debtor)*** on the Production Market managed by OMI, Polo Español S.A. (OMIE).

Based on the foregoing

**AGREE AND NOTIFY OMIE**

That all payments that OMIE must settle directly with the Pledging Debtor for the selling of power on the Production Market managed by OMIE, must always be carried out on the account that said Pledging Debtor holds, number ..... of..... ***(Financial Institution)***, that has been previously registered in the Market Operator's Information System.

These direct payment instructions for payments are irrevocable by express desire of the Pledging Debtor, who signs this notification, and in this regard waives his right to modify these instructions and are expressly and especially states in the benefit of the Pledging Creditor or Creditors, and therefore can only be revoked with prior express written permission from the Pledging Creditor or Creditors.

Notwithstanding the above, if the Pledging Debtor and the Pledging Creditor or Creditor have any interest in mutually agreeing to modify the bank account, this can be accomplished by providing the information relative to a new account, duly signed by authorized representatives of both parties.

Likewise, if the Pledging Debtor and the Pledging Creditor or Creditors have an interest in jointly agreeing to revoke the pledge of company ..... (**identification of the Pledging Debtor**) on the market, this may be accomplished by providing a document that is duly signed by the authorized representatives of both parties and request it through the Market Operators Information System.

Any type of controversy, conflict or litigation between the Pledging Creditor or Creditors and Pledging Debtor, who sign this notification relative to the ever-changing established credit or pledge rights, will not affect in any way OMIE, in their role as Market Operator and subject to obligated payment for the selling of power on the Market, so until new instructions communicated as common agreement of the aforementioned terms, OMIE in any case will be released from their obligation to pay for third parties by means of the payments verified in the aforementioned account, without prejudice of the obedience owed to any type of judicial or administrative resolution in any other matter.

In any case, the notification of pledge and their subsequent effects will be subject to Rule 55.11 of the production market Operation.

In witness whereof, this agreement is signed in ....., on ..... of ..... of 20 ...

By Proxy.

By Proxy.

The Pledging Debtor

The Pledging Creditor or Creditors



**FORM X**

**NOTIFICATION OF MODIFICATION OF DATA RELATED TO THE BANK ACCOUNT  
AFTER THE GRANT OF PLEDGE**

..... entity with address at ....., street....., no. ...., with Tax ID  
..... and on behalf of and representing Mr....., with sufficient powers, valid  
and current for signing this document, from now on "the Pledging Debtor"),

and

..... entity with address at ....., street....., no. ...., with Tax ID  
..... and on behalf of and representing Mr....., with sufficient powers, valid  
and current for signing this document (from now on "the Pledging Creditor or Creditors"),

**DECLARE**

- I. That on the following date ..... by means of ..... (***Sufficient identification of the document or documents by which the Pledge is established***).
  
- II. That as guarantee of the mentioned credit ..... (***Identification of the Pledging Debtor***) has pledged to grant ..... (***identification of the Pledging Creditor or Creditors***), the rights they may have, now or in the future, due to the selling of the electrical power generated by the Pledging Debtor on the Production Market managed by OMI, Polo Español S.A. (OMIE)..
  
- III. That both parties are interested in modifying the data relative to the bank account provided to OMIE for making the payments to be made directly for the selling of power on the Production Market managed by OMIE.

Based on the foregoing

**AGREE AND NOTIFY OMIE**

That after ..... of .... of ....., all payments that OMIE must settle directly with the Pledging Debtor for the selling of power on the Production Market managed by OMIE, must always be carried out on the account that said Pledging Debtor holds, number

..... of..... (**Financial Institution**), that has been previously registered in the Market Operator's Information System.

These direct payment instructions for payments are irrevocable by express desire of the Pledging Debtor, who signs this notification, and in this regard waives its right to modify these instructions and are expressly and especially stated in the benefit of the Pledging Creditor or Creditors, and therefore can only be revoked with prior express written permission from the Pledging Creditor or Creditors.

Notwithstanding the above, if the Pledging Debtor and the Pledging Creditor or Creditors have an interest in mutually agreeing to modify the bank account, this can be accomplished by providing the information relative to a new account, duly signed by authorized representatives of both parties.

Any type of controversy, conflict or litigation between the Pledging Creditor or Creditors and Pledging Debtor, who sign this notification relative to the ever-changing established credit or pledge rights, will not affect in any way OMIE, in their role as Market Operator and subject to obligated payment for the selling of power on the Market, so until new instructions communicated as common agreement of the aforementioned terms, OMIE in any case will be released from their obligation to pay for third parties by means of the payments verified in the aforementioned account, without prejudice of the obedience owed to any type of judicial or administrative resolution in any other matter.

In any case, the notification of pledge and their subsequent effects will be subject to Rule 55.11 of the Production Market Operation.

In witness whereof, this agreement is signed in ....., on .... of..... of 20 ...

By Proxy.

The Pledging Debtor

By Proxy.

The Pledging Creditor or Creditors

**FORM XI**

**NOTIFICATION OF PLEDGE TERMINATION**

..... entity with address at ....., street....., no. ...., with Tax ID ..... and on behalf of and representing Mr....., with sufficient powers, valid and current for signing this document (from now on "the Pledging Debtor"),

and

..... entity with address at ....., street....., no. ...., with Tax ID ..... and on behalf of and representing Mr....., with sufficient powers, valid and current for signing this document (from now on "the Pledging Creditor or Creditors"),

**DECLARE**

- I. That on ..... of ..... of..... by means of ..... ***(Sufficient identification of the document or documents by which the pledge is established)***.
  
- II. That as guarantee of the mentioned credit ..... ***(Identification of the Pledging Debtor)*** has pledged to grant ..... ***(Identification of the Pledging Creditor or Creditors)***, the rights they may have, now or in the future, due to the selling of the electrical power generated by the company ..... on the Production Market managed by OMI, Polo Español S.A. (OMIE).
  
- III. That by means of ..... ***(Sufficient identification of the document or documents by which the cancellation of the pledge is notified)*** the pledge held by the Pledging Creditor or Creditors before the Pledging Debtor has been terminated relative to the payments made by the latter, originated from the selling of power on the Production Market managed by OMIE.

Based on the foregoing

**NOTIFY OMIE**

That by means of ..... ***(Sufficient identification of the document or documents by which the cancellation of the pledge is notified)***, effective on ..... of..... of 20..., the pledge held by the Pledging Creditor or Creditors before the Pledging Debtor has been terminated relative to the payments made by the latter, originated from the selling of power on the Production Market managed by OMIE.

In witness whereof, this agreement is signed in ....., on .... of..... of 20 ...

By Proxy.  
The Pledging Debtor

By Proxy.  
The Pledging Creditor or Creditors

## FORM XII

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

.....(**Entity Representative/Entity Holder**) entity with address at ....., street ....., no ....., with Tax ID. .... and on and on behalf of and representing Mr ....., with sufficient powers, valid and current for signing this document, as (entity representative .....(**Entity Holder**), with I.D. .... / Owner of the installation with I.D.....)).

#### **CERTIFY**

- I. That the following references correspond to the data in the respective Portuguese administrative registries:

Installation number assigned by the Direcção Geral de Energia e Geologia: .....

Name of the installation: .....

Installed power (MW): .....

Installation technology (\*): .....

(\*) *Possible technologies: Hydraulics / Solar / Biomass / Residual Heat / Coal / Wind / Fuel-Diesel / Refinery Gas / Natural Gas / R.S. Industrial / Urban Solid Waste*

- II. That the following data will be applicable to the performance in the market of the unit mentioned in the previous section:

- New associated programming unit by REN.....
- Previous associated programming unit by REN: .....
- In witness whereof, this certificate is signed in ....., on .... of..... of 20 ...

## FORM XIII

### MODELO DE PROCURAÇÃO DE REPRESENTAÇÃO DE PRODUTORES

#### (VÁLIDO PARA APRESENTAR PERANTE OMIE E REN)

Aos [...] dias do mês de [...] de 20..., [...], com sede na [...], em [...], com o capital social de [...] euros, com o número único de matrícula e de pessoa coletiva [...], aqui representada por [...] + na qualidade de, e doravante designado por, “**Produtor**”, **CONSTITUI SEU BASTANTE PROCURADOR [...]**, com sede na [...], em [...], com o capital social de [...] euros, com o número único de pessoa coletiva [...], , aqui representado por [...], na qualidade de [...], e doravante designado por, “**Agente de Mercado**”, **A QUEM CONCEDE PODERES PARA ATUAR EM SUA REPRESENTAÇÃO**, perante as seguintes entidades e nas seguintes condições:

#### **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 Aldonso 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:**

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**Pelo Agente de Mercado:**

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