Model T02

Trading Member Admission Agreement

Between:

**OMIP – Pólo Português*,* S.G.M.R., S.A*.***, hereby represented by \_\_\_\_\_\_(name), \_\_\_\_ (position) hereafter designated as FIRST PARTY,

and

(…), with Head Office at \_\_\_\_\_\_\_\_\_, share capital of \_\_\_\_\_\_\_\_\_\_, tax identification number \_\_\_, registered at the Commercial Registry Office at (reference to the location) under number \_\_, hereby represented by \_\_\_\_\_\_(name), \_\_\_\_ (position) hereafter designated as SECOND PARTY

Considering that:

* + - 1. The FIRST PARTY is responsible for the management of the regulated market, of contracting forward transactions that have underlying assets such as electricity, gas and energy-based products and other equivalent assets of a real or notional nature (hereafter designated as Market).
      2. The SECOND PARTY meets all the requirements imposed by the Market Trading Rules in order to perform the functions of Trading Member \_\_\_\_\_\_\_\_\_\_(category: a) for own account; b) for the account of third parties; c) for own and third parties account).

This Agreement is concluded and will be governed by the following clauses:

**FIRST CLAUSE**

The SECOND PARTY has the right to act on the Market as a Trading Member \_\_\_\_\_\_\_\_\_\_ (category: a) for own account; b) for third parties account; c) for own and third parties account), being authorised to perform the functions set in the Trading Rules and in this Agreement.

**SECOND CLAUSE**

The SECOND PARTY declares having full knowledge and accepts expressly, and without reserve, the norms set in the National Regulations and in the Trading Rules, made up of the respective Rulebook, Instructions and Notices, applicable to the Transactions that take place on the Market, such as:

1. The responsibilities set in the Trading Rules and in the National Regulations applicable to the Market*, in particular the responsibility taken vis-à-vis its clients to comply with all the obligations arising from the Transactions it has executed on their account* (only for Trading Members acting for Clients account);
2. The disciplinary procedures set under the scope of the Trading Rules and of the applicable National Regulations.

**THIRD CLAUSE**

The SECOND PARTY authorises the FIRST PARTY:

1. To supervise, by the means it deems most convenient, the total compliance with its obligations, undertaking to adopt the measures and make available all the elements deemed necessary for this purpose;
2. To request from the Supervision Entitiy the information that it deems necessary to check the requirements on which its admission and maintenance as Trading Member depends and therefore, to transmit to such entitiy, the information requested concerning itself;
3. To record all telephone communications, namely the instructions and requests that are conveyed and use these recordings to prove their execution, as well as for Market supervision carried by the FIRST PARTY or by the competent Entities.

**FOURTH CLAUSE**

The SECOND PARTY undertakes:

1. To respect the technical access and usage conditions on the Trading Platform of the FIRST PARTY, acting with maximum diligence, preventing and taking responsibility for any harmful or negligent actions in its use;
2. To use the data and information obtained from the Trading Platform only for trading and transaction processing;
3. To install, set up and manage the Trading Platform access communications network infra-structure and information technology (hardware and software), assuming all the charges, as well as providing any other services related with its use.

**FIFTH CLAUSE**

The SECOND PARTY declares full knowledge, and accepts expressly, and without reserves, that the FIRST PARTY is not responsible for any damage suffered:

1. Due to the adverse market conditions, as well as those resulting from unforeseen circumstances, force majeure or from the interruption, suspension or exclusion from trading of a specific Contract;
2. Resulting from the application of the Rules;
3. Resulting from technical failures, electricity failures, damage caused by fire or water or any other events out of the FIRST PARTY’s control.

**SIXTH CLAUSE**

* 1. This Agreement takes effect from the date it is signed and is valid for an indefinite period of time; and this Agreement may cease:

1. By written denouncement, by any of the PARTIES, with a prior notice of, at least, 30 (thirty) days in relation to the termination date;
2. By termination of SECOND PARTY’s role as Trading Member under the terms set in the Trading Rules.
   1. The termination, for whatever reason, of this Agreement, does not preclude the duty for compliance with all obligations arising from the Transactions for which the SECOND PARTY is responsible.
   2. The SECOND PARTY can no longer execute Transactions from the termination date of this Agreement or when the FIRST PARTY thus determines, under the terms of the applicable Trading Rules**.**

**SEVENTH CLAUSE**

This Agreement is governed by Portuguese law.

**EIGHTH CLAUSE**

For the resolution of any litigation regarding the validity, interpretation or application of this Agreement the PARTIES renounce to any other forum that might be competent and agree to submit it to the Civil Court of Lisbon.

Executed in duplicate form, this Agreement is signed by both PARTIES expressing the acceptance of its contents.

Lisbon, \_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

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| --- | --- | --- |
| THE FIRST PARTY |  | THE SECOND PARTY |
|  |  |  |
| *OMIP – PÓLO PORTUGUÊS, S.G.M.R., S.A.* |  | *(Signatures(s) of SECOND PARTY’s representative(s))* |