Collaboration Agreement

(Affiliated Member of BRM)

**BRM No. …...../..... ..... .2022**

**CHAPTER I Contracting Parties**

The Romanian Commodities Exchange, having its working office in 82-94 Buzesti Street, 7th floor, 1st District, Bucharest, registered with the Trade Registry Office under no. J40/19450/1992, CIF RO1562694, phone: 40-21 317 45 60, fax: 40-21 317 28 78, having the accounts

Opened with Cod IBAN Currency

BCR Bucureşti Unirea RO50 RNCB 0082 0009 9180 0641 – account for guarantees LEI

BCR Bucureşti Unirea RO64 RNCB 0082 0009 9180 0001 – current account LEI

BCR Bucureşti Unirea RO93 RNCB 0082 0009 9180 0643 EURO

A.T.C.P.M.B RO52 TREZ 7005 069X XX00 4079 LEI

SWIFT Code RNCBROBU

duly represented by the President – General Director Gabriel PURICE hereinafter referred to as **BRM**

and

................................., having its registered office in locality ......................, street ................................. no. ........, county ............., postal code .................., entry with the National Trade Registry Office no. J......./........../................, Fiscal Registration Code ..................... , landline no. ......................................., fax no. ........................, email address (for transmission of information) ..........................@......................, mobile telephone no. ...................... (for the transmission of information via text messages), having the account opened with ..................., account no. RO ........ .............. .............. .............. .............., Cod Swift ...................... ROBU, duly represented by .............................., in capacity of .............................., hereinafter referred to as **Affiliated Member**,

have agreed to conclude this collaboration agreement in compliance with the following clauses:

**CHAPTER II Object**

**Art.1** BRMand the affiliated member agreed that the affiliated member traded on the ***Market of forward contracts, organized under the Regulation for the organization and functioning of the market of forward contracts, organized by the Romanian Commodities Exchange, approved by ANRE Order no. 79/2022***, through a trading platform operated by BRM (the “**Platform**”).

**Art.2** The affiliated member is entitled to trade based on no. **MA................/ ..... ..... 2022** and on the provisions of the Regulation for organization and functioning of the market of forward contracts, organized by the Romanian Commodities Exchange, as approved by ANRE Order no. 79/2022.

**CHAPTER III Duration**

**Art.3** This Agreement is concluded over a period of **.........** months, starting with the date of **..... ..... 2022** by the date of **..... ..... ...........** .

**Art.4** The duration of the agreement can be extended with the parties’ express agreement under an addendum.

**CAP. IV Price**

**Art.5** The affiliated member will pay an annual quota in the BRM’s account in the total amount of 100 EUR at the BNR’s exchange rate of the payment.

**CAP. V Obligations of BRM**

**Art.6** It undertakes to ensure to the affiliated member the access to the Platform.

**Art.7** It undertakes to make available to the affiliated member the regulations that govern the Platform and the market of forward contracts.

**Art.8** It undertakes to notify the affiliated member on the change in the norms that regulated the Platform and the market of forward contracts.

**Art.9** It undertakes to inform the affiliated member on any other regulations applicable to its quality.

**Art.10** It undertakes to ensure the training as a broker of the person indicated by the affiliated member.

**CHAPTER VI Obligations of the affiliated member**

**Art.11** It undertakes to comply with the regulations applicable to the Platform, the Regulation for organization and functioning of the market of forward contracts, organized by the Romanian Commodities Exchange, as approved by ANRE Order no. 79/2022 and the procedures issued by BRM based on this Regulation.

**Art.12** It undertakes to conclude bilateral agreements negotiated with other affiliated members through the Platform, according to the results of the negotiation communicated through the Platform and to ensure the physical notifications, namely any other obligations resulting from the conclusion of bilateral energy sale-purchase agreements.

**Art.13** For the transactions intermediated by the counterparty through the Platform, it undertakes to communicate within maximum 24 hours the change in any data regarding the party responsible for the balancing, any failure to fulfill the obligations resulting from the transactions respectively.

**Art.14** It undertakes not to affect by its action or inaction the method of conduct of transactions on the Platform.

**Art.15** It undertakes to communicate to BRM its declaration as being subject to insolvency proceedings.

**Art.16** The affiliated member will communicate to BRM the contact data of the person designated to represent it in the relationship with BRM.

**CHAPTER VII Liability of the contracting party**

**Art.17** For the failure to enforce, partially enforce or inadequately enforce the contractual obligations stipulated in this agreement, the defaulting party will pay to the other party damages.

**Art.18** The force majeure discharges of liability the party invoking it.

**Art.19** If the transactions are conducted electronically all the operations and the transactions developed and concluded by its broker are opposable to it. The broker will be identified after the username and the password that have been allocated to him, in the system, by BRM.

#  CHAPTER VIII Termination

 **Art.20 This agreement terminates under the following situations:**

1. at the expiration of the agreement validity term;
2. in case of the failure to comply with the provisions of Art. 11, Art. 12, Art. 13 and Art. 14 to this agreement by the affiliated member;
3. by unilateral termination by one of the parties with a 15-calendar day prior notice before the date the agreement terminates;

The termination of the agreement does not affect the obligations already assumed by the parties based on it and the transactions conducted on the Platform.

**CHAPTER IX Litigations**

 **Art.21** The potential litigations occurred with respect to this agreement will be amicably settled, and if the parties do not settle amicably, they will be referred for settlement to the competent courts.

**CHAPER X Agreement regarding the processing of personal data**

**Art.22** The legal representative of the company .................................................................., agrees to the registration/ use, processing and storage of the personal data mentioned in this Agreement and in all the documents necessary for the participation to the trading procedures organized by the Romanian Commodities Exchange, including with the transmission of data to the participants and to other authorities, under the law.

This section represents an information with respect to the legal provisions regarding the processing of personal data of the persons mentioned in the agreement, requests/ documents submitted with the Romanian Commodities Exchange.

I became aware of the fact that the refusal to provide the personal data requested, necessary for the participation to the procedures organized by BRM, results in the impossibility to participate to the trading procedures and to establish the legal relationships specific to them, fact non-attributable to the BRM’s organizer.

If the provided personal data are incorrect, they will suffer changes or their deletion is requested, I undertake to inform in writing BRM, in compliance with the legal provisions related to the processing of personal data and the free movement of such data.

This Agreement has been concluded in two original counterparts, one for each party.

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#  The Romanian Commodities Exchange .............................................

 **President- General Director Administrator/ General Director**

 **Gabriel PURICE**  **..................................**

*ANNEX 1*

*(letterhead of institution)*

**No. ………… / …………………**

**Application for the granting of the capacity of Affiliated Member**

**of the Romanian Commodities Exchange**

**.................................**, having its registered office in locality ......................, street................................. no. ........, county ............., postal code .................., registered with the National Trade Registry Office under no. J......./........../................, Fiscal Registration Code ..................... , landline no. ......................................., fax no. ........................, e-mail address (*for the communication of information*) ..........................@...................... , mobile telephone no. ...................... *(for the communication of information via text messages),* having the account opened with ..................., account no. RO ........ .............. .............. .............. .............., Swift Code...................... ROBU, duly represented by **..............................,** in capacity of **..............................,**

**requests hereby the granting of the capacity of affiliated member of the Romanian Commodities Exchange for the trading on the Market of forward contracts, organized based on the Regulation for the organization and functioning of the market of forward contract, organized by the Romanian Commodities Exchange, as approved under ANRE Order no. 79/2022.**

We attach to this application a xerocopy of the following documents:

- the fiscal certificate of the institution;

- the proof of one of the following capacities: natural or legal person who purchases, sells or produces energy, who is involved in the aggregation or is a dispatchable consumer or an operator of services for storage of the energy.

- indication of the party responsible for the balancing.

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*(Name, first name, position)*

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*(authorized signature and stamp)*