### The National Energy Regulatory Authority - ANRE

# Regulation for the organization and functioning of forward contracts, organized by the Romanian Commodities Exchange - S.A., dated 8 June 2022

Integral part of [Order 79/2022](http://lege5.ro/App/Document/geytsmzwge2di/ordinul-nr-79-2022-pentru-aprobarea-regulamentului-de-organizare-si-functionare-a-pietei-contractelor-la-termen-de-energie-electrica-organizata-de-societatea-bursa-romana-de-marfuri-sa)

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**CHAPTER I
Object and scope**

**Art. 1. –** This regulation establishes the organized framework for the trading of electricity on the market of forward contracts, through certain electronic trading platforms administrated by the Romanian Commodities Exchange.

**Art. 2. –** This regulation establishes the provisions regarding:

a) the specific requirements for the participation and trading to the market of forward contracts;

b) the trading mechanisms for market of the forward contracts;

c) the conduct of the trading sessions and the stages of the trading process;

d) correlation of orders;

e) transparence of the market of forward contracts.

**Art. 3. –** This regulation applies:

a) to the participants to the market of forward contracts;

b) the Romanian Commodities Exchange, in capacity of operator of the market of forward contracts.

**CHAPTER II
Definitions and abbreviations**

**Art. 4. -** (1) Within the meaning of this regulation, the terms below have the following meanings:

a) framework agreement with the counterparty – agreement for the acceptance of the clearing member;

b) broker – legal/ natural person who acts in the name and on behalf of a participant, having as main obligations the introduction and the maintenance of orders during the trading sessions/ tenders and who are entitled to trigger the liability of the participant whom they represent in the relationship with the Romanian Commodities Exchange. The participation to the market is direct, the broker having only the role of representation in the relationship with the Romanian Commodities Exchange;

c) counterparty – The Romanian Commodities Exchange, which ensures the role of counterparty on the market according to this regulation. The counterparty financially interposes between the seller and the buyer, becoming buyer for the seller and seller for the buyer respectively, for the purposes of ensuring the settlement process of the transaction concluded on the market, in their name;

d) participation agreement – standard agreement defined by the Romanian Commodities Exchange, concluded with a participant who stipulates the mutual rights and obligations of the parties regarding the participation to the market, represented by the affiliated membership agreement for the market, established under a public consultation process;

e) EFET contract – framework agreement regarding the sale and purchase of energy established by the European Federation of Energy Traders, pre-agreed between the participants to the market;

f) standard agreement – sale – purchase agreement specific to the electronic trading, that represents the total quantity of energy related to a sale/ purchase order for the entire period of delivery and the delivery profile of a standardized product, resulted from the multiplication of the average delivery power per settlement interval, the number of settlement intervals from the delivery period of the respective standardized product;

g) standard BRM agreement – bilateral energy sale—purchase agreement established by the Romanian Commodities Exchange for the participations to the market, established further to a public inquiry process;

h) clearing member - participant who assumed the compliance with the regulations of the counterparty through the execution of the agreement for the acceptance of the clearing member, with respect to the transactions concluded through the counterparty;

i) sale/ purchase order/ offer – offer introduced by a participant, consisting in a price-quantity pair and other specific attributes defined for each distinct product and that represents the firm commitment of the participant;

j) participant – natural or legal person who purchases, sells or produces energy, who is involved in aggregation or who is a dispatchable consumer or an operator of energy storage services, who is entitled to participate to the market according to Art. 7 [par. (1)](http://lege5.ro/App/Document/geytsmzwgi2dg/regulamentul-de-organizare-si-functionare-a-pietei-contractelor-la-termen-de-energie-electrica-organizata-de-societatea-bursa-romana-de-marfuri-sa-din-08062022?pid=478324485&d=2022-06-14#p-478324485);

k) the price of the transaction – the price for which the transaction has been closed, registered and displayed in the trading system, expressed in RON /MWh or EUR/MWh;

l) the best price – the price defined as the price of the trading order with the highest execution priority, and namely the highest purchase price, the lowest sale price of a tradable product respectively;

m) procedure regarding the conduit of participation to the market – the procedure specific to the Romanian Commodities Exchange for the application of this regulation, which contains provisions regarding at least the conduit imposed upon the participants to the market, the suspension of the access to the market and the regime of the submission, administration and resolution of contestations and of the applications for the annulment of transactions, defined as a result of a public inquiry process;

n) standardized product – product defined in the trading system of the Romanian Commodities Exchange, according to the provisions of [Art. 3](http://lege5.ro/App/Document/geytsmzwgi2dg/regulamentul-de-organizare-si-functionare-a-pietei-contractelor-la-termen-de-energie-electrica-organizata-de-societatea-bursa-romana-de-marfuri-sa-din-08062022?pid=478324427&d=2022-06-14#p-478324427);

o) trading report – situation issued by the trading systems of the Romanian Commodities Exchange to each participant for the own transactions, containing full data regarding the orders/ offers introduced and the transactions concluded: the number of the report, the date of the trading session, the name of the traded product, the quantity per interval of settlement and the total traded quantity, expressed in MW, the delivery period, according to the traded product, the identification number of each transaction, the name of the winner of opposite direction, the quality of the participants to transaction (seller/buyer), the traded quantity and the adjudication price of each transaction, the time stamp;

p) regulations of the counterparty – set of rules that establish the mechanisms of settlement and guarantee, as well as the rights and the obligations of the clearing members and of the counterparty in the trading process through the counterparty;

q) trading session – interval for the development of the trading procedure, in which sale and/ or purchase orders can be introduced, amended, suspended or annulled and transactions can be concluded – if the correlation conditions established under the algorithms of the trading systems are met;

r) trading systems – the IT systems exploited and administrated by the Romanian Commodities Exchange – for the purposes of achieving the transactions, that applies a set of regulations and mechanisms of offering, negotiation and trading stipulated in this regulation;

s) transaction – operation concluded in the trading system further to a correlation of a sale offer with a purchase offer, according to the specific algorithms of the trading systems.

(2) The definitions stipulated at [par. (1)](http://lege5.ro/App/Document/geytsmzwgi2dg/regulamentul-de-organizare-si-functionare-a-pietei-contractelor-la-termen-de-energie-electrica-organizata-de-societatea-bursa-romana-de-marfuri-sa-din-08062022?pid=478324433&d=2022-06-14#p-478324433) are supplemented with the definitions stipulated in the Law on energy and natural gas [no. 123/2012](http://lege5.ro/App/Document/gmzdenjwga/legea-energiei-electrice-si-a-gazelor-naturale-nr-123-2012?d=2022-06-14), as subsequently amended and supplemented.

**Art. 5. –** The abbreviation used in this regulation have the following meanings:

a) ANRE – The National Energy Regulatory Authority;

b) BRM - Romanian Commodities Exchange;

c) EFET – European Federation of Energy Traders;

d) GTD – order valid by the specified date, but no later than the expiration date of the respective standard product;

e) GTSV – order valid by the date and hour specified, but no later than the expiration date of the respective standard product;

f) GTC – order valid by its actual annulment, but no later than the expiration date of the respective standard product;

g) Market – the market of forward contracts;

h) Procedure – Procedure regarding the conduit of participation to the market;

i) OTS – transmission and system operator;

j) DAY – order valid by the current trading, in which case the order is valid by the conclusion of the trading session in which it has been introduced.

**CHAPTER III
General rules**

**Art. 6. -** (1) BRM organizes trading sessions for standard products as far as it concerns:

a) the daily profile of deliveries:

(i) power base delivery (average power offers per constant settlement interval during all hours);

(ii)average power delivery per constant settlement intervals during power peak-hours;

(iii) average power delivery per constant settlement interval during power evening peak-hours;

(iv) average power delivery per constant settlement interval during power off-peak hours;

b) average power per settlement interval per contract: 0.1 MW;

c) energy delivery period which can be:

(i) 1 month;

(ii) 1 quarter;

(iii) 1 semester;

(iv) 1 calendar year;

d) the commencement date and the delivery completion date;

e) the quantity of energy traded through an agreement;

f) the price for which the quantity of energy traded through an agreement is offered, which represents the price of the energy proposed by the participant to trading, including the Tg component of the transmission tariff, VAT excluded.

(2) The description and the codification of each product are provided in annex no.1 to this regulation.

**Art. 7. -** (1) The participation to trading is allowed to the participants who have registered to the market and have a conduit correct and preventive on the market in connection to the rest of the participants to the market, according to the participation agreement and to the Procedure.

(2) The standard products stipulated in art. 6 [par. (1)](http://lege5.ro/App/Document/geytsmzwgi2dg/regulamentul-de-organizare-si-functionare-a-pietei-contractelor-la-termen-de-energie-electrica-organizata-de-societatea-bursa-romana-de-marfuri-sa-din-08062022?pid=478324468&d=2022-06-14#p-478324468) have the following characteristics:

a) the last day when transactions per a standardized product can be concluded is the latest the second business day prior to the first day of delivery. BRM will establish the last trading day of a standard product so that the requirements for the execution of the agreement and for the submission of guarantees can be met, on a case by case basis;

b) the delivery of energy is made based on the trading report issued by the BRM trading systems;

c) the object of the transaction is represented by a standard agreement or a multiple of standard agreements, and the elements that can be amended by a participant/ broker to the trading sessions are the price per standard agreement and the number of standard agreements traded;

d) the offers are of the simple quantity-price pair type, with maximum two decimals; the traded quantity based on such agreement is of 0.1 MW/settlement interval;

e) the price and the number of standard agreements related to a transaction concluded remain fixed throughout the development of the agreement. The price and the traded quantity, as it results from the trading report issued by BRM, will be mandatorily stipulated in the agreement concluded between the seller and the buyer.

(3) Subsequently to the conclusion of a transaction, the participants ensure the post-trading operations, according to the agreement related to the initiating order or to the agreement chosen by written agreement of the parties, as the case may be through the conclusion:

a) in case of the trading through the simple competitive mechanism, through the contract proposed by the initiating participant (that can provide for the settlement and guarantee mechanism through counterparty) or through the EFET contract. The list of partners pre-agreed for the EFET contracts is constantly maintained by a participant in the relationship with BRM, being prior approved by BRM. Each participant to the market is a person who is responsible for the update of the list of partners pre-agreed for the EFET contracts;

b) in case of trading through the double competitive mechanism, through the standard BRM agreement or through the counterparty.

(4) BRM supervises and follows the method of conclusion of the agreements in agreement with the Procedure, including as far as it concerns the conformity of the contractual clauses concluded with those of the agreements proposed before the trading session. Any trading concluded by a participant as a result of the introduction of orders creates a firm obligation thereof to assume the transaction contractually by one of the post-trading methods stipulated at [par. (3)](http://lege5.ro/App/Document/geytsmzwgi2dg/regulamentul-de-organizare-si-functionare-a-pietei-contractelor-la-termen-de-energie-electrica-organizata-de-societatea-bursa-romana-de-marfuri-sa-din-08062022?pid=478324492&d=2022-06-14#p-478324492).

(5) A transaction can be accepted by the counterparty if both participants to transaction hold enough guarantees according to the counterparty’s regulations.

(6) A transaction accepted in the counterparty mechanism remains definitively in the counterparty’s system. At the end of each day, the participants receive the daily post-trading report from the counterparty’s system regarding the own transactions existing in the counterparty’s system for the purposes of data reconciliation.

(7) The counterparty will keep on a daily basis the record of the risks according to the counterparty’s regulations by the conclusion of all settlement obligations related to the transaction.

**Art. 8. –** The trading mechanisms used in the market organized by BRM are:

a) the simple competitive trading mechanism;

b) the double competitive trading mechanism.

**CHAPTER IV
Participation to the market**

**SECTION 1
The simple competitive trading mechanism**

**Art. 9. -** (1) For the launching to trading of the standard product, the participant sends to BRM an initiating order, according to the template stipulated in Annex no. 2 to this regulation, with the specification of the following elements:

a) name of the initiating participant of the order and/ or of the authorized representative;

b) name of the standard product, according to this regulation;

c) the quantity proposed for trading;

d) the price proposed at the launching of the product, with 2 decimals;

e) date and hour at which the organization of the trading session is intended;

f) the proposed agreement, which contains the constant delivery profile (the delivery schedule);

g) any other information and/ or documents deemed necessary for the clarity and transparence of the tender process.

(2) The proposed price can be published together with the initiating order or introduced in the trading system at the beginning of the tender, at the participant’s option.

(3) The initiating order, as well as the other associated documents will be transmitted electronically (e-mail or as online form related to the trading software by a BRM representative).

(4) BRM reserves the right to not validate the initiating orders that are formulated so that, obviously, they cannot be traded, for example: the price and/ or the quantity obviously disproportionate towards a real trading intention, reasonably appreciated by BRM, product with a delivery period prior to the initiation of the order. Under such situations, before the decision to not validate the order, BRM will request clarifications in due course to the initiator of the order, following that, in case the clarifications sent and/ or the corrections regarding the elements of the order are not considered sufficient or complete, the order should no longer be published for trading purposes.

(5) BRM will publish the initiating order and the supporting documents/ information at least 3 business days before the date when the trading session has been scheduled.

(6) The date and time of the trading session will be established together with a BRM representative before the transmission of the documents.

**Art. 10. -** (1) In order to register an order for trading purposes, the participants will create at guarantee at the disposal of BRM, which is automatically calculated by the trading system as a product between the quantity of energy from the order, the price of the order introduced in the trading platform (VAT excluded) and the percentage of 2% as standard percent, following that this value can be diminished as a result of certain adjustments by reference to the evolution of the market and the participant’s needs, with their prior information. In case of the orders traded using a trading currency EUR, the platform automatically makes the currency conversion at the currency rate published by the National Bank of Romania, communicated for the day of the registration of the trading order.

(2) The guarantee stipulated at [par. (1)](http://lege5.ro/App/Document/geytsmzwgi2dg/regulamentul-de-organizare-si-functionare-a-pietei-contractelor-la-termen-de-energie-electrica-organizata-de-societatea-bursa-romana-de-marfuri-sa-din-08062022?pid=478324520&d=2022-06-14#p-478324520) can be created in one of the following forms:

a) payment order;

b) letter of guarantee issued by a ban or by a non-banking financial institution.

(3) The guarantee created by the participants into the account of an order for which a transaction has been concluded remains at the disposal of BRM by the communication to BRM of a copy of the electronic sale-purchase agreement, signed by the parties to the transaction. The term for the transmission of the sale-purchase agreement is of at most 5 business days from the conclusion of the transaction, but no later than 2 calendar days before the commencement of deliveries.

(4) In the period stipulated at [par. (3)](http://lege5.ro/App/Document/geytsmzwgi2dg/regulamentul-de-organizare-si-functionare-a-pietei-contractelor-la-termen-de-energie-electrica-organizata-de-societatea-bursa-romana-de-marfuri-sa-din-08062022?pid=478324524&d=2022-06-14#p-478324524), the guarantee created in the account of the order based on which a transaction has been concluded cannot be used for guaranteeing in case of the participation to trading of another standardized product.

(5) The guarantees created are executed by BRM for the indemnification of the harmed party in the following situations:

a) the participants do not sign the energy sale-purchase agreement;

b) one of the participants refuses to sign the energy sale-purchase agreement;

c) the sale-purchase agreement is filled in with elements different than such resulted from the trading session, namely the quantity of energy per settlement interval/ total quantity, the price and the duration of the delivery, as well as any other clause existing in the agreement at the publication of the order.

(6) If the sale-purchase agreement is not signed by one of the parties, the other party to the agreement is deemed as harmed party. BRM will transfer to the harmed party the guarantee of the defaulting party, within 15 business days from the conclusion of the transaction.

(7) If neither party to the transaction signs the sale-purchase agreement or if the sale-purchase agreement does not contain elements resulted from a tender, BRM will retain the guarantees of both parties to the transaction, they following to be used by BRM for the supplementation of the guarantee fund related to the transactions concluded through the counterparty. BRM is entitled to sanction the participants who do not sign the sale-purchase agreement or conclude the sale-purchase agreements with other elements than such resulted from the trading session, according to the Procedure.

**Art. 11. -** (1) After the fulfillment of the obligations stipulated at Art. 10, [par. (3)](http://lege5.ro/App/Document/geytsmzwgi2dg/regulamentul-de-organizare-si-functionare-a-pietei-contractelor-la-termen-de-energie-electrica-organizata-de-societatea-bursa-romana-de-marfuri-sa-din-08062022?pid=478324524&d=2022-06-14#p-478324524), the guarantee will be made available to the participant, also existing the possibility of its maintaining with BRM, at the participant’s request, for the registration of future orders.

(2) The restitution of the guarantees is made within 3 business days from the submission of a written request, indicating, for such created under the payment order, the account and the bank where the amounts will be returned.

**Art. 12. –** The trading schedule is from Monday to Friday between 10.00 and 15.00, during the business days.

**Art. 13. –** The stages of the process for the development of the tender related to a trading session are stipulated in [Art. 14](http://lege5.ro/App/Document/geytsmzwgi2dg/regulamentul-de-organizare-si-functionare-a-pietei-contractelor-la-termen-de-energie-electrica-organizata-de-societatea-bursa-romana-de-marfuri-sa-din-08062022?pid=478324539&d=2022-06-14#p-478324539)-[16](http://lege5.ro/App/Document/geytsmzwgi2dg/regulamentul-de-organizare-si-functionare-a-pietei-contractelor-la-termen-de-energie-electrica-organizata-de-societatea-bursa-romana-de-marfuri-sa-din-08062022?pid=478324559&d=2022-06-14#p-478324559).

**Art. 14. -** (1) In the 1st stage the initiating broker introduces the order, that will be validated by the system if he cumulatively fulfills the following conditions:

a) the mentioning of the quantity per settlement interval;

b) the specification of the price;

c) the specification of the validity period of the order.

(2) In the orders of direction opposite the direction of the initiating order, the following elements will be specified, subject to the invalidation of the order:

a) quantity per settlement interval;

b) price;

c) validity period of the order.

(3) The order of a direction contrary to the direction of the initiating order is validated by the system provided that the issuer of the order has in the guarantee account an available amount higher or equal to the value of the guarantee necessary for the trading of the order.

**Art. 15. -** (1) At the 2nd stage, the orders introduced can be maintained by brokers as follows:

a) in case of the initiating order:

(i) the change in the price;

(ii) the change in the quantity per settlement interval;

(iii) the change in the validity period of the order;

b) in case of the order of opposite direction:

(i) the improvement of the price (reduction in case of the sale orders, increase in case of the purchase orders respectively);

(ii) the change in the quantity per settlement interval;

(iii) the change in the validity period of the order .

**Art. 16. -** (1) At the 3rd stage, only the initiating broker can maintain the order.

(2) At the 3rd stage, only the change in the price and the quantity for the initiating order is allowed, so that the initiating broker can make a selection of the offers of opposite direction in terms of value and quantity.

(3) At this stage no order can be introduced, amended or annulled, with the exception of that of the initiating broker.

(4) The selection of one of the following options with respect to the validity in time of order is allowed, namely: DAY, GTD, GTSV, GTC.

(5) The duration of each tender stage is predefined at 10 minutes. The change in the duration of the stages can be made as a result of a request from the initiating participant, agreed by BRM.

**Art. 17. -** (1) For the sale orders, the correlation of the sale order with a purchase order having the same price or a higher price, for the maximum quantity determined by the concurrence of the quantities mentioned in the two orders of opposite direction, at the best price of the purchase order. If the correlation conditions are met for more than two offers of opposite direction, the correlation order is established descendingly starting from the best purchase price, and in case of price tie, ascendingly starting from the oldest time stamp.

(2) For the purchase orders, the correlation of the purchase order with a sale order having the same price or a smaller price is made, for the maximum quantity determined by the concurrence of the quantities mentioned in the two orders of opposite direction, at the best price of the sale order. IF the correlation conditions are met for more than two offers of opposite direction, the correlation order is established ascendingly starting from the best sale price, and in case of equality of price, ascendingly starting from the oldest time stamp.

(3) BRM announces the participants to trading, via an electronic message, on the fact that the correlation conditions of the two orders have been met. The electronic message contains the price and the traded quantity.

(4) If, at the end of the trading session, the initiating order is not fully traded, the initiating broker can reintroduce the initiating order for the quantity remained not covered in another trading session, at the subsequent date.

(5) The parties can request the annulment of the erroneous transactions, occurred as a result of a material error occurred at the filling in by a participant to the market of the order introduction form, according to the Procedure.

**Art. 18. -** (1) At the end of each trading session, the trading system generates a report, that contains the following elements:

a) the number of the report;

b) the date of the trading session;

c) the name of the traded product ;

d) power [MW];

e) delivery period (according to the trading product);

f) number of identification of each transaction;

g) name of the winner of opposite direction;

h) quality of the participants to the transaction (seller/ buyer);

i) the quantity of energy traded [MWh];

j) the price for the adjudication of each transaction [lei/MWh or EUR/MWh];

k) time stamp.

(2) The trading report is sent to all brokers participating to the trading session, for the transactions concluded by them, in electronic format.

(3) The results of the trading session are published on BRM’s website in the section dedicated to the market.

**SECTION 2
The double competitive trading mechanism**

**Art. 19. -** (1) The launching to trading of the standard products is made at the initiative of and by BRM as follows, so that consecutive forward contracts are available to trading at any time for at least the following delivery periods:

a) the first 6 calendar months;

b) the first 5 calendar quarters;

c) the first 3 calendar semesters;

d) the first 2 calendar years.

(2) The trading session per the double competitive trading mechanism is conducted electronically.

**Art. 20. -** (1) In order to be able to register an order for trading purposes, the participants will create a guarantee at the disposal of BRM, which is automatically calculated by the trading system as a product between the quantity of energy from the order, the price of the order introduced in the trading platform (VAT excluded) and the percentage of 2% as a standard product, following that this value can be diminished as a result of certain adjustments by reference to the evolution of the market and the participants’ needs, with their prior information. In case of the traded orders using as trading currency EUR, the platform automatically makes the currency conversion at the exchange rate published by the National Bank of Romania, communicated for the registration day of the trading order.

(2) The guarantee stipulated at [par. (1)](http://lege5.ro/App/Document/geytsmzwgi2dg/regulamentul-de-organizare-si-functionare-a-pietei-contractelor-la-termen-de-energie-electrica-organizata-de-societatea-bursa-romana-de-marfuri-sa-din-08062022?pid=478324595&d=2022-06-14#p-478324595) can be created in one of the following forms:

a) payment order;

b) the letter of bank guarantee issued by a bank or a non-banking financial institution.

(3) The guarantee created by the participants into the account of an order for which a transaction has been concluded remains at the disposal of BRM until the communication to BRM of a copy of the sale-purchase agreement, in electronic format, signed by the parties to the transaction. The term for the communication of the sale-purchase agreement is of more than 5 business days from the date the transaction is concluded, but no later than 2 calendar days before the commencement of deliveries.

(4) The guarantees created are executed by BRM for the indemnification of the harmed party, under the following conditions:

a) the participants do not sign the energy sale-purchase agreement;

b) one of the participants refuses to sign the energy sale-purchase agreement;

c) the sale-purchase agreement is filled in with elements different than such resulted from a trading session, namely the quantity of energy per settlement interval/ the total quantity, the price and the duration of the delivery, as well as any other clause existing in the agreement at the publication of the order.

(5) If the sale-purchase agreement is not signed by one of the parties, the other party to the agreement is considered as the harmed party. BRM will transfer to the harmed party the guarantee of the defaulting party, within 15 business days from the conclusion of the transaction.

(6) If neither party to the transaction signs the sale-purchase agreement or if the sale-purchase agreement does not contain the elements resulted from the tender, BRM will retain the guarantees of both parties to the transaction, they following to be used by BRM for the supplementation of the fund for the guarantee of the transactions concluded through the counterparty. BRM is entitled to sanction the participants who do not sign the sale agreement or conclude sale-purchase agreements with other elements than such resulted from a trading session, according to the Procedure.

**Art. 21. -** (1) After the fulfillment of the obligations stipulated in Art. 20, [par. (3)](http://lege5.ro/App/Document/geytsmzwgi2dg/regulamentul-de-organizare-si-functionare-a-pietei-contractelor-la-termen-de-energie-electrica-organizata-de-societatea-bursa-romana-de-marfuri-sa-din-08062022?pid=478324599&d=2022-06-14#p-478324599), the guarantee will be made available to the participant, also existing the possibility of its maintaining with BRM, at the request of the participant, for the registration of future orders.

(2) The restitution of guarantees is made within 3 business days from the submission of a written request, indicating, for such created under the payment order, the account and the bank where the amounts will be returned.

**Art. 22. –** The trading schedule is from Monday to Friday, between 10.00 and 15.00 hours, during the business days.

**Art. 23. -** (1) The orders introduced by the brokers, starting with the hour for the opening of the trading session, are validated provided that they cumulatively meet the following conditions:

a) the specification of the quantity per settlement interval, of the price and of the order validity term;

b) the existence in the guarantees account of an amount available higher or equal to the value of the guarantee necessary in case of trading the order.

(2) The elements that are introduced by the participant to the launching of the order are:

a) the quantity of energy (the total minimum quantity tradable is automatically defined for each distinct product);

b) the price for each product, with maximum 2 decimals;

c) the validity term of the order (optional); if it is not filled in, the system will generate automatically the final date of the trading session.

(3) The orders introduced will be maintained by brokers, as follows:

a) the change in the price at a tender pace of at least 0.01;

b) the change in the quantity per settlement interval;

c) the change in the validity term of the order.

**Art. 24. -** (1) The sale and purchase offers will be automatically ordered in the trading platform according to the best price. In case of price equality, the offers will be ordered according to the time stamp, the oldest being displayed with priority. The time stamp is updated at any action for change of the broker of the price, quantity, validity or in case of the partial execution of an order.

(2) For the sale orders, the correlation of the sale order with a purchase order at the same price or at a higher price is made, for the maximum quantity determined by the concurrence of the quantities mentioned in the two orders of opposite direction, at the best price of the purchase order. If the correlation conditions are met for more than two offers of opposite direction, the correlation order is established descendingly starting from the best purchase price, and in case of price equality, ascendingly starting from the oldest time stamp.

(3) For the purchase orders, the correlation of the purchase order with a sale order is made at the same price or at the lowest price, for the maximum quantity determined by the concurrence of the quantities mentioned in the two orders of opposite direction, at the best price of the sale order. If the correlation conditions are met for more than two offers of opposite direction, the correlation order is established ascendingly starting from the best sale price, and in case of price equality, ascendingly starting from the oldest time stamp.

(4) The parties can request the annulment of the erroneous transactions, occurred as a result of a material error occurred at the filling in by a participant to the Market, of the order introduction form, according to the Procedure.

**SECTION 3
Trading through the counterparty**

**Art. 25. -** (1) The clearance-settlement represent a management and calculation process related to the financial positions operated by the counterparty, according to which the total amount of the guarantees is established, guarantees meant to ensure the risk of the financial loss caused by the failure to fulfill the obligations related to an open position as a result of the transactions concluded and the total amount of the payments/ charges resulted from the trading activity. This process is made according to the regulations of the counterparty.

(2) Without any prejudice to the role of the counterparty, the transactions made determine the firm obligation of the participant seller to deliver the energy, namely the firm obligation of the participant buyer to take over the energy, in accordance with the characteristics of the products traded under this regulation.

**Art. 26. -** (1) The conduct and the guarantee of the transactions concluded is made according to the regulations of the counterparty. In order to be able to benefit from the trading services through the counterparty, the participants must sign the framework agreement with the counterparty, which entails the cumulative fulfillment of the following conditions:

a) to meet the requirements established by the counterparty;

b) to fulfill the conditions stipulated by Art. 7, [par. (1)](http://lege5.ro/App/Document/geytsmzwgi2dg/regulamentul-de-organizare-si-functionare-a-pietei-contractelor-la-termen-de-energie-electrica-organizata-de-societatea-bursa-romana-de-marfuri-sa-din-08062022?pid=478324485&d=2022-06-14#p-478324485);

c) to provide the guarantees requested by the counterparty;

d) to accede to the provisions of the regulations of the counterparty.

(2) The guarantees are calculated according to the algorithms established by the counterparty and have the role to financially support each transaction of a participant.

(3) The counterparty sends to the OTS the physical notifications related to the participants to each transaction, in capacity as party responsible for the balancing for the transactions accepted by the counterparty.

**Art. 27. –** The trading of energy that are associated to the settlement-clearing services through the counterparty has only the financial risk that takes place when a member does not fulfill the obligation to submit, at the set term, the guarantee or breaches the settlement rules. In this case, the counterparty will suspend the clearing-settlement services and will start to mobilize the guarantees available according to the regulations of the counterparty. The rights can be reestablished only after the participant in question fully meets its obligations or in accordance with the sanctions imposed by the counterparty.

**CHAPTER V
Transparence of the Market**

**Art. 28. -** (1) Immediately after the conclusion of a transaction, the trading system generates an electronic report that is sent to all the brokers participating to the trading session and that contains the following elements:

a) number of the report;

b) date of the trading session;

c) name of the traded product;

d) power [MW];

e) delivery period (according to the traded product);

f) number of identification of each transaction;

g) name of the winner of opposite direction;

h) quality of the participants to the transaction (seller/ buyer);

i) quantity of energy traded [MWh];

j) price for the adjudication of each transaction [lei/MWh or EUR/MWh];

k) time stamp.

(2) The results of the trading session are published on BRM’s own webpage.

**Art. 29. -** (1) For the activities and the services conducted, BRM is entitled to charge from the participants to the market of forward contracts tariffs and fees, as follows:

a) annual registration tariff (lei/participant/year);

b) trading fee, according to the fees grid, applied only to the participants – part to the transaction.

(2) In case of the failure to pay the obligations stipulated at [par. (1)](http://lege5.ro/App/Document/geytsmzwgi2dg/regulamentul-de-organizare-si-functionare-a-pietei-contractelor-la-termen-de-energie-electrica-organizata-de-societatea-bursa-romana-de-marfuri-sa-din-08062022?pid=478324658&d=2022-06-14#p-478324658) by the due term, BRM is entitled to suspend the participant’s access to the future trading sessions, by the payment of the obligations.

(3) The fees and the tariffs charged are established based on the decision of the board of directors of BRM and are published on BRM’s own webpage.

#### ANNEX No. 1 to the regulation

 **Tradable products**

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | Codification | Description of the product |
|  | BRM\_power\_base\_phfm\_mm-aaaa | Forward contract for the energy delivered at power base (00.00-24.00 CET Monday to Sunday) over a period of one calendar month. The name of the instrument contains data regarding the name of the month in the year (mm) and of the year when the delivery takes pace (yyyy). |
|  | BRM\_power\_peak1\_phfm\_mm-aaaa | Forward contract for the energy delivered at power peak hours (6.00-22.00 CET from Monday to Friday) over a period of one calendar month. The name of the instrument contains data regarding the name of the month in the year (mm) and of the year when the delivery takes place (yyyy). |
|  | BRM\_power\_peak2\_phfm\_mm-aaaa | Forward contract for the energy delivered at power peak hours (6.00-22.00 CET from Monday to Sunday) over a period of one calendar month. The name of the instrument contains data regarding the name of the month in the year (mm) and of the year when the delivery takes place (yyyy). |
|  | BRM\_power\_offpeak\_phfm\_mm-aaaa | Forward contract for the energy delivered at power off-peak hours (00.00-6.00, 22.00-24.00 CET from Monday to Friday and 00.00-24.00 CET Saturday and Sunday) over a period of one month. The name of the instrument contains data regarding the name of the month in the year (mm) and of the year when the delivery takes place (yyyy). |
|  | BRM\_power\_base\_phfq\_qn-aaaa | Forward contract for the energy delivered at power base (00.00-24.00 CET from Monday to Sunday) over the period of a calendar quarter. The name of the instrument contains data regarding the number of the quarter in the year (mm) and of the year when the delivery takes place (yyyy). |
|  | BRM\_power\_peak1\_phfq\_qn-aaaa | Forward contract for the energy delivered at power peak hours (6.00-22.00 CET from Monday to Friday) over a period of one calendar quarter. The name of the instrument contains data regarding the number of the quarter in the year (mm) and of the year when the delivery takes place (yyyy). |
|  | BRM\_power\_peak2\_phfq\_qn-aaaa | Forward contract for the energy delivered at power peak hours (6.00-22.00 CET from Monday to Sunday) over a period of one calendar quarter. The name of the instrument contains data regarding the number of the quarter in the year (mm) and of the year when the delivery takes place (yyyy). |
|  | BRM\_power\_offpeak\_phfq\_qn-aaaa | Forward contract for the energy delivered at power off-peak hours (00.00-6.00, 22.00-24.00 CET from Monday to Friday and 00.00-24.00 CET Saturday and Sunday) over a period of one calendar quarter. The name of the instrument contains data regarding the number of the quarter in the year (mm) and of the year when the delivery takes place (yyyy). |
|  | BRM\_power\_base\_phfs\_sn-aaaa | Forward contract for the energy delivered at power base (00.00-24.00 CET from Monday to Sunday) over a period of one calendar semester. The name of the instrument contains data regarding the number of the semester in the year (mm) and of the year when the delivery takes place (yyyy). |
|  | BRM\_power\_peak1\_phfs\_sn-aaaa | Forward contract for energy delivered at power peak hours (6.00-22.00 CET from Monday to Friday) over a period of one calendar semester. The name of the instrument contains data regarding the number of the semester in the year (mm) and of the year when the delivery takes place (yyyy). |
|  | BRM\_power\_peak2\_phfs\_sn-aaaa | Forward contract for energy delivered at power peak hours (6.00-22.00 CET from Monday to Sunday) over a period of one calendar semester. The name of the instrument contains data regarding the number of the semester in the year (mm) and of the year when the delivery takes place (yyyy). |
|  | BRM\_power\_offpeak\_phfs\_sn-aaaa | Forward contract for the energy delivered at power off-peak hours (00.00-6.00, 22.00-24.00 CET from Monday to Friday and 00.00-24.00 CET Saturday and Sunday) over a period of one calendar month. The name of the instrument contains data regarding the number of the semester in the year (mm) and of the year when the delivery takes place (yyyy). |
|  | BRM\_power\_base\_phfy-aaaa | Forward contract for energy delivered at power base (00.00-24.00 CET from Monday to Sunday) over a period of one year. The name of the instrument contains the year of delivery. |
|  | BRM\_power\_ peak1\_phfy-aaaa | Forward contract for energy delivered at power peak hours (6.00-22.00 CET from Monday to Friday) over a period of one year. The name of the instrument contains the year of delivery. |
|  | BRM\_power\_ peak2\_phfy-aaaa | Forward contract for the energy delivered at power peak hours (6.00-22.00 CET from Monday to Sunday) over a period of one year. The name of the instrument contains the year of delivery.  |
|  | BRM\_power\_ offpeak\_phfy-aaaa | Forward contract for the energy delivered at power off-peak hours (00.00-6.00, 22.00-24.00 CET from Monday to Friday and 00.00-24.00 CET Saturday and Sunday) over a period of one year. The name of the instrument contains the year of delivery. |

NOTE:

The product traded through the simple competitive trading mechanism will be additionally codified by BRM distinctly from the above. Each initiating order will receive a sole registration number which is added at the end of the codification of the products from this annex.

#### ANNEX No. 2 to the regulation

 **Initiating order template
Standard product \_sole no.
Direction of the order: sale/ purchase**

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | Participant |  |
|  | Standard product |  |
|  | Power |  |
|  | Quantity  |  |
|  | Tender starting price  |  |
|  | Period of delivery |  |
|  | Other specifications  |  |
|  | Date and time proposed for the conduct of the meeting  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | Client,. . . . . . . . . .(name, first name) | Approved. . . . . . . . . .(authorized signature) |