

GO MEMBERSHIP AGREEMENT

TECHNICAL REGULATION NO. 5 OF HUPX GO RULES AND REGULATIONS

Version 2.0

Effective from 01/10/2024

Date of publication: 27/09/2024





HUPX GO MEMBERSHIP AGREEMENT

concluded between the undersigned:

Company: **Hungarian Power Exchange Ltd.**
Headquarter: **1134 Budapest, Dévai u. 26-28**
Company registration number: **01-10-045666**
Tax identification number: **13967808-2-41**

represented by two authorized signatories, specified at the signature box, hereafter **"HUPX"**,
and

Company:
Headquarter:
Company registration number:
Tax identification number:
Name of the account holder bank:
Account number:

Deposit account for financial Collateral by HUPX GO member (provided by HUPX)

Name of the account holder bank: **OTP**
Deposit account number:

Registry Accounts for seller's Collateral (provided by HUPX)

Issuing body: **MEKH**
HUPX registry account number:
HUPX GO Member's subaccount number:

Issuing body: **NECS**
HUPX registry account number:
HUPX GO Member's subaccount number:

hereafter “**the HUPX GO Member**”,

hereafter together referred to as “**the Parties**”.

Article 1. Purpose

1. The purpose of the GO Membership Agreement is to define:
 - the terms on which the HUPX GO Member will carry on its trading business and the resulting relations with HUPX Ltd,
 - the authorizations given for HUPX in order to perform the Clearing and Settlement activities.

Article 2. Contents of the GO Membership Agreement – Obligation of the HUPX GO Member

1. The GO Membership Agreement is part of the HUPX GO Rules and Regulations, which consist of:
 - HUPX Market Rules Section 1.2.23., Section 1.2.24., Section 1.2.47. and Section 10.;
 - HUPX GO Market Rules;
 - decisions made by HUPX under the authorization and within the scope included in these HUPX GO Market Rules;
 - Market Notices;
 - other Technical Regulations: Trading Calendar, Technical Requirements, Clearing and Settlement Regulations, Products List and Specifications, GO Membership Fee Schedule and GO Membership Agreement.
2. In the event of any contradiction between the GO Membership Agreement and the HUPX GO Market Rules or any of the Market Notices, Technical Regulations, the HUPX GO Market Rules and/or Market Notice and/or Technical Regulations shall prevail over the GO Membership Agreement.
3. By signing the GO Membership Agreement, the HUPX GO Member agrees to comply with the HUPX GO Rules and Regulations of HUPX GO Market valid at all time in all respects and to fulfill all of the duties and obligations of the HUPX GO Rules and Regulations of HUPX which may be applicable. The HUPX GO Member acknowledges that HUPX may from time to time amend the HUPX GO Rules and Regulations in accordance with its terms.

Article 3. Authorizations

1. Subject to the provision of all supporting documents for its admission and membership on HUPX GO Market, the HUPX GO Member is authorized to access trading on HUPX GO Market.

2. With the signature of the HUPX GO Membership Agreement the HUPX GO Member authorizes HUPX GO “Membership contact/s” indicated on the application form to give and amend declarations regarding the HUPX GO membership except the termination and suspension of the membership and to change data given in the forms required for the HUPX GO membership from the e-mail address of the “Membership contact/s” given in the application form. All declarations made in this way can be deemed and accepted by HUPX in the name and on behalf of the HUPX GO Member.
3. The HUPX GO Member hereby declares that it has a valid Registry Account for which it has concluded an agreement either with the Supervisory Authority or any other AIB Member.
4. The Parties hereby agree that with the present agreement HUPX provides Clearing and Settlement services and undertakes guarantee service for the HUPX GO Member defined in the HUPX GO Market Rules and related Technical Regulations.
5. The HUPX GO Member shall inform HUPX in due time – at least 10 (ten) calendar days prior to the Auction on which HUPX GO Member intend to take part – about the change of its bank account or Registry Account given to HUPX on the Identification Form.
6. By signing the GO Membership Agreement, HUPX GO Member, as seller irrevocably authorizes HUPX to directly transfer the concerned guarantees of origin, which are deposited in accordance with Technical Regulation no. 7 of GO Market Rules (Clearing and Settlement Regulations) to buyer’s Registry Account in the event that the HUPX GO Member’s Order has been accepted and the purchase agreement of guarantees of origin has been concluded. The rules on the Settlement are set out in the Clearing and Settlement Regulation.
 - ➔ to the HUPX’s collective Deposit Account, and then
 - ➔ from the HUPX’s collective Deposit Account to the seller’s bank account in the event that the HUPX GO Member’s Order has been accepted and the purchase agreement of Guarantees of Origin has been concluded;
 - ➔ from the HUPX’s collective Deposit Account to the buyer’s bank account in the event that EUR amount remains on behalf of the HUPX GO Member after the Auction.
7. By signing the GO Membership Agreement, HUPX GO Member, as buyer irrevocably authorizes HUPX to directly transfer the amount equal to the purchase value of the bought guarantees of origin and deposited at the Deposit Account for the HUPX GO Member
8. The collective Deposit Account means the Deposit Account of HUPX – fully separated from the assets of HUPX – for providing Clearing and Settlement services for HUPX GO Members. The collective Deposit Account serves as an intermediary Deposit Account for payment transfer.

Article 4. Accounts

1. Deposit Account

Pursuant to Article 3 of the GO Membership Agreement, the number of the Deposit Account assigned to the HUPX GO Member is the following:, maintained by OTP Bank Plc.

For payment transfers, please indicate the following partner name (account holder): HUPX Ltd.

For payment transfers, please indicate the following message as payment detail (remark / transfer note):

2. Registry Accounts

→ MEKH Account

In case of the seller transfers the guarantees of origin to be deposited from a Registry Account managed by the Supervisory Authority (MEKH), for transfer of guarantees of origin, please select the Registry Account or the subaccount of the Registry Account of HUPX, which is the following managed by MEKH:

→ NECS Account

In case of the seller imports the guarantees of origin to be deposited from a Registry Account managed by an AIB Member, who is not the Supervisory Authority (MEKH), for transfer of guarantees of origin, please select the Registry Account or the subaccount of the Registry Account of HUPX, which is the following managed by NECS:

Article 5. Amendments

1. HUPX reserves the right to modify the provisions of the GO Market Rules in its sole and absolute discretion subject only to prior written notice given to the HUPX GO Member under the conditions set forth in the GO Market Rules including the Technical Regulations.
2. HUPX can make any amendments to this Membership Agreement necessary to conform this Membership Agreement to changes in laws or regulations (including the regulations of the GO Market Rules) as soon as such regulatory changes take effect.

Article 6. Entry into force and term and termination

1. The HUPX GO membership comes into force upon the signature of the GO Membership Agreement by both parties, however the first Trading Day is communicated by HUPX to the registered e-mail addresses of the HUPX GO Member.
2. Sending back the signed Membership Agreement by HUPX shall be considered as the acceptance of the conditions of the GO Membership Agreement by HUPX on the date of the first Trading Day.
3. Payment conditions including the first day for payment of fees are included in Membership Fee Schedule.
4. The GO Membership Agreement has been entered into force for an indefinite period of time from its effective date. The GO Market Rules shall be applied also for the suspension of the trading right and the termination of the GO Membership Agreement.

Article 7. Miscellaneous

1. The Parties reciprocally agree that the fact that one party tolerates a situation does not afford the other party vested rights. Furthermore, such tolerance cannot be construed as a waiver of the rights in question.
2. All expressions have the same meaning as defined in the GO Market Rules.
3. The GO Membership Agreement constitutes the entire agreement between the parties. It supersedes all prior oral or written agreements with respect to its subject matter.
4. The GO Membership Agreement is governed by the Hungarian law.
5. Signed in TWO originals in English language either by both Parties the hard copy or by both Parties electronically via qualified electronic signature(s).

Article 8. Forms

HUPX sets the following forms of GO Membership Agreement:

- ➔ D01 Identification Form
- ➔ D02 Trader Registration

For HUPX Ltd.:

Date _____

Place _____

signature, name, title, stamp

For HUPX Ltd.:

Date _____

Place _____

signature, name, title, stamp

For the HUPX GO Member:

Date _____

Place _____

signature, name, title, stamp

For the HUPX GO Member:

Date _____

Place _____

signature, name, title, stamp

D01

IDENTIFICATION FORM

Annex 1 of GO Membership Agreement

Date (Version)
Place
Document number

1/10/2024
Budapest
D01

1. General information on the applicant

Name of company and Company Registration	
Corporate name according to the Company Register	VAT number
Company Registration Number	Place of Registration
Headquarter address	
Address	Post Code
Country	City
Mailing address	
Address	Post Code
Country	City
Invoicing address	
Address	Post Code
Country	City
Does your company accept e-invoices?	
<p>In case you replied Yes please indicate the invoicing email address: If the applicant cannot accept e-invoice, invoices will be sent to the mailing address.</p>	

Membership Package	
More information about the Membership Packages can be found in the Fee Schedule.	
<input type="checkbox"/> GO Standard	<input type="checkbox"/> GO Extra

2. Contacts

Membership contact

Last name:

First name:

Phone:

Mobile:

E-mail:

Clearing and Settlement contact

Last name:

First name:

Phone:

Mobile:

E-mail:

Invoicing contact

Last name:

First name:

Phone:

Mobile:

E-mail:

3. Registry Accounts

Registry Account for the delivery of purchased and unsold GOs

Issuing Body

Country

User Account ID

Hereby, I authorize HUPX to transfer the sold guarantees of origin from HUPX's Registry Account to the buyer's Registry Account for the purpose of Clearing and Settlement.

Yes

Further Registry Accounts

You may indicate up to 10 Registry Account. These are the Registry Accounts, from where the guarantees of origin to be deposited may arrive.

Corporate name according to the Company Register	
Issuing Body	
Country	
User Account ID	
Hereby, I declare that I am entitled to transfer guarantees of origin from these further Registry Accounts and I declare that I am fully responsible of any damage occurring because of the misuse of these further Registry Accounts.	<input type="checkbox"/> Yes

3. Bank Account details

Settlement bank account details	
Bank account number for Settlement (IBAN)	
Bank of the bank account number	
Country of the bank account number	
Hereby, I authorize HUPX to transfer funds from a Deposit Account to the Payment Account of the buyer for the purpose of Clearing and Settlement.	Yes
General bank account details	
<i>IBAN number for general bank account</i>	
Bank of the bank account number	
Country of the bank account number	

4. Declaration on GO collateral

Pursuant to the Clearing And Settlement Regulations, the HUPX GO Member hereby request, that the Company's unsold deposited guarantees of origin shall

- remain at HUPX Registry Account until the withdrawal of this Declaration.

(The Company acknowledges, that it remains responsible for submitting Orders into the Order Book during the pre-trading session)

- be transferred back.

(The Company shall bear all the cost incurred from such transfer)

GO Member Allegement

I/We, the undersigned representative(s) of (seat :, hereinafter as ... , applicant for being admitted as a member of the HUPX GO Market, hereby allege that the Company

1. Undertakes to notify HUPX with a prior notice as soon as possible in case of any change of situation of the establishment carrying out the Trades.
2. Takes the entire responsibility of any tax consequence deriving from the above declaration, either in our country of establishment or in Hungary.
3. Undertakes
 - a. to provide its best help to provide the required information in the shortest delay in case the tax authorities question HUPX on any aspect of its situation as regards value added tax and
 - b. to inform in the shortest delay HUPX of any equivalent query regarding HUPX in its country of establishment.
4. Certifies the accuracy of all information enclosed in this identification form and all admission documents.
5. Acknowledges that it has been informed of the prices featured in the HUPX GO Market Rules.
6. Authorizes HUPX to communicate the information returned in the present file:
 - a. to its market operations service provider,
 - b. to the Hungarian Energy and Public Utility Regulatory Authority (MEKH),
 - c. to the lawful authorities that would ask for them.
7. Undertakes to take into consideration the newest versions of the documents which could be transmitted to it before the commencement of its activities on the HUPX GO Market.
8. Knows, accepts and will comply with the legal regulations regarding guarantees of origin trading on the HUPX GO Market including provisions of the Hungarian Law and the HUPX GO Market Rules.
9. Is not under bankruptcy proceeding, liquidation or final settlement.
10. Is entitled to sell and/or buy guarantees of origin based on its Registry Account managed by the MEKH or any other AIB Member, which shall be proven in line with HUPX GO Market Rules.

Place	
Date	
Name	
Acting as	
Signature of a legal representative	

D02

**TRADER REGISTRATION FORM
FOR HUPX GO TRADING SYSTEM (HUPX GO MARKET)**

**Date (Version) / *Dátum (verzió)*
Place / *hely*
Document number / *dokumentum száma***

**01/10/2024
Budapest
D03**

1. Default user setting

Each Trader is given a unique user to access the Trading System of the HUPX GO Market and place Orders. A user is defined by a username and password which are unique.

The number of users, you can request without additional fees is defined in the HUPX GO Fee Schedule.

Please note that a user is nominative and linked to a Trader. Therefore, one user can be assigned to only one Trader.

2. Access to HUPX GO Trading System

Traders can access to the Trading System through using one of the recommended web browser applications set by the Technical Requirements.

3. Trader registration

Setup of Traders

Personal information

Company name	
Last name	
First name	
Phone	
Mobile	
E-mail	

I/We the undersigned representative(s) of HUPX GO Member declare that the Trader nominated in this Trader registration form is legally authorized to conduct exchange transactions for and on behalf of the HUPX GO Member.

Signed in one original.

Authorized signatory of the Company			
Name:	Date:	Name:	Date:
Signature _____		Signature _____	