

## SCHEDULE 4 EU ETS SYSTEM SCHEDULE

This System Schedule governs Transactions for transferring the Allowance Types specified herein between persons in Member States via the EU ETS and in accordance with and subject to the procedures thereof (the "**EU ETS Trading System**"). Each of the Allowance Types specified herein, is an Allowance for the purposes of this System Schedule.

This System Schedule amends the Master Agreement and is Schedule 4 to the Master Agreement.

The Allowance Types that may be transacted under this System Schedule are: EUAs, AEUAs, Eligible EU Credits, CERs and ERUs (each as defined below).

### PART 1 - THE EUROPEAN UNION EMISSIONS TRADING SYSTEM

- (a) The provisions of this System Schedule govern Transactions relating to the Allowance Types documented under Confirmations materially in the form(s) set out in Appendix 4A (for non-option EU ETS transactions) and Appendix 4B (for EU ETS option transactions), or in such other form agreed between the Parties, and that are identified as EU ETS transactions (each an "**EU ETS Transaction**"). All EU ETS Transactions are subject to the EU ETS Trading System Rules. Each EU ETS Transaction between the Parties will be automatically subject to the Master Agreement as modified by this System Schedule, unless the terms of such EU ETS Transaction expressly provide otherwise.
- (b) The last sentence in Clause 2.2(h) (*Interpretation*) is amended by adding the following after the words "Delivery Banking Day":
- ", save that the relevant period in (i), (ii) and (iii) above shall run from 1000 hours on that Delivery Banking Day to 1600 hours on that Delivery Banking Day".
- (c) For the purposes of Clause 4.2(c) (*Holding Accounts and Registries*), a Party may wish to specify Holding Accounts in Part 2 (*Elections*) of this System Schedule and such Holding Accounts shall apply to the Confirmations for each EU ETS Transaction unless otherwise specified.
- (d) A new Clause 4.2(d) is, in respect of EU ETS Transactions, hereby added to the Master Agreement:
- “(d) where it has specified a Holding Account, it has, in respect of such Holding Account, nominated all of the other Party’s specified Holding Accounts in such Confirmation as ‘trusted accounts’ for the purposes of the Registries Regulation.”
- (e) With respect to Clause 5.3 (*No Encumbrances*), the consequences for a breach of the No Encumbrances Obligation by the Delivering Party in respect of an EU ETS Transaction shall be as set out in the sub-clauses below:

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5.3.1 This Agreement and all other Transactions agreed by the Parties under this Agreement shall continue unaffected; and

5.3.2 Without prejudice to any defences available to the Delivering Party (including, but not limited to, any defences of statutes of limitation or similar), following written notice of that breach from the Receiving Party to the Delivering Party (irrespective of how long after the relevant Delivery Date such notice is provided) and subject to Clause 5.3.4 below, the Receiving Party:

- (a) shall determine the Termination Currency Equivalent of the Encumbrance Loss arising from that breach (the "**Encumbrance Loss Amount**") either on the date such notice is deemed to be received or as soon as reasonably practicable thereafter; and
- (b) shall notify the Delivering Party of such Encumbrance Loss Amount due, including detailed support for its calculation.

The Receiving Party is not required to enter into replacement Transactions in order to determine such Encumbrance Loss Amount.

5.3.3 By no later than the third (3<sup>rd</sup>) Banking Day after the later of (i) receipt of a valid invoice in connection with such Encumbrance Loss Amount and (ii) receipt of the abovementioned notice of such Encumbrance Loss Amount, the Delivering Party shall pay the Encumbrance Loss Amount to the Receiving Party, which amount shall bear interest in accordance with Clause 9.5 (*Interest*). Upon payment of the Encumbrance Loss Amount by the Delivering Party, the Parties shall have no further obligations in respect of that Transaction and that breach. The Receiving Party acknowledges that its exclusive remedies in respect of such breach are those set out in this Clause 5.3.

5.3.4 Where a breach of the No Encumbrances Obligation is caused by the Transfer of an Affected Allowance, the Delivering Party shall be liable for the Encumbrance Loss Amount if, at the date it first acquired, received or purchased such Affected Allowance it was not acting in good faith; otherwise, the Delivering Party shall only be liable for the Encumbrances Loss Amount if, and without prejudice to any other defences available to the Delivering Party (including, but not limited to, any defences of statutes of limitation or similar):

- (a) the Receiving Party, whether or not the holder of such Affected Allowance, who is subject to a claim of the Original Affected Party, has, in order to resist or avoid any Encumbrance Loss Amount from arising, used its best endeavours to defend such a claim in respect of that Affected Allowance (including, if available, by relying on Article 37 of the Registries Regulation or any equivalent legal principle under its applicable national law) and was unsuccessful (other than for reasons of its own lack of good faith); or
  - (b) the Receiving Party, whether or not the holder of such Affected Allowance, who acted in good faith in respect of its purchase of such Affected Allowance and who is subject to a claim of a third party (other than the Original Affected Party) in respect of that Affected Allowance, has used all reasonable endeavours to mitigate the Encumbrance Loss Amount.
- (f) Clause 9.4(a) (*Disputed Payments*) of the Master Agreement is, in respect of EU ETS Transactions, replaced with the following:

"If a Party disputes in good faith any sum, either shown in the Statement, or payable in respect of an EEP Amount under Clause 12.1.2.2 (*Failure to Transfer*), or of which it is notified in accordance with Clause 9.9 (*No Accurate Information Available*), as being payable by that

Party, it shall give notice to the other Party of the amount in dispute and the reasons for the dispute and shall pay:

- (i) if this Clause 9.4(a)(i) is specified as applying in Schedule 2 (*Elections*), the full amount invoiced by no later than the Payment Due Date; or
  - (ii) if this Clause 9.4(a)(ii) is specified as applying in Schedule 2 (*Elections*), the undisputed amount invoiced by no later than the Payment Due Date."
- (g) The entire Clause 12 (*Transfer or Acceptance Failure*) of the Master Agreement is, in respect of EU ETS Transactions, hereby replaced with the following:

## **"12 Transfer or Acceptance Failure**

### **12.1 Failure to Transfer**

#### **12.1.1 Where in accordance with Part 2 (*Elections*) of Schedule 4 Excess Emissions Penalty does not apply.**

Except to the extent:

- (a) caused by the Receiving Party's non-performance under this Agreement; or
- (b) that the Delivering Party is relieved from complying with a relevant obligation under Clause 13.1 (*Force Majeure*);
- (c) that the Delivering Party is relieved from complying with a relevant obligation under Clause 13.4 (*Suspension Event*); or
- (d) that the Delivering Party is relieved from complying with a relevant obligation under Clause 14.7 (*Illegality*),

if the Delivering Party fails to make a Transfer of a PTA Quantity (whether in whole or in part) to the relevant Receiving Party's Holding Account on or before a Delivery Date for any reason or makes a Transfer Request in respect of a Holding Account other than the relevant Receiving Party's Holding Account (in either case in breach of Clauses 5 (*Allowance Transfers*) or 6 (*Effecting Transfers*) or both of them), then the Receiving Party may, by notice to the Delivering Party, require the Delivering Party to remedy such failure and:

- (x) if such failure is remedied by the Delivering Party on or before the Final Delivery Date, then (i) the Receiving Party shall pay to the Delivering Party the Contract Amount and (ii) the Delivering Party shall pay to the Receiving Party interest on an amount equal to the Allowance Price multiplied by the number of Period Traded Allowances not Transferred to such Receiving Party's Holding Account by the Delivery Date for the period from (and including) the Delivery Date to (but excluding) the actual date of Transfer to the Receiving Party at the rate specified in Clause 9.5(a) (*Interest*); but
- (y) if such failure is not remedied by the Delivering Party on or before the Final Delivery Date, the Receiving Party may, by written notice to the Delivering Party, terminate that EU ETS Transaction. In such a case, the Delivering Party shall pay to the Receiving Party the Receiving Party's Replacement Cost on or before the third (3<sup>rd</sup>) Banking Day following receipt of such written notice of termination from the Receiving Party,

in either case adjusted to take into account any amount previously paid by the Receiving Party to the Delivering Party in respect of that EU ETS Transaction.

**12.1.2 Where in accordance with Part 2 (*Elections*) of Schedule 4 Excess Emissions Penalty does apply.**

12.1.2.1 Except to the extent:

- (a) caused by the Receiving Party's non-performance under this Agreement; or
- (b) that the Delivering Party is relieved from complying with a relevant obligation under Clause 13.1 (*Force Majeure*);
- (c) that the Delivering Party is relieved from complying with a relevant obligation under Clause 13.4 (*Suspension Event*); or
- (d) that the Delivering Party is relieved from complying with a relevant obligation under Clause 14.6 (*Illegality*),

if the Delivering Party fails to make a Transfer of a PTA Quantity (whether in whole or in part) to the relevant Receiving Party's Holding Account on or before a Delivery Date for any reason or makes a Transfer Request in respect of a Holding Account other than the relevant Receiving Party's Holding Account (in either case in breach of Clause 5 (*Allowance Transfers*) or 6 (*Effecting Transfers*) or both of them), then the Receiving Party may, by notice to the Delivering Party, require the Delivering Party to remedy such failure and:

- (x) if such failure is remedied on or before the Final Delivery Date, then (i) the Receiving Party shall pay to the Delivering Party the Contract Amount and (ii) the Delivering Party shall pay to the Receiving Party interest on an amount equal to the Allowance Price multiplied by the number of Period Traded Allowances not Transferred to such Receiving Party's Holding Account by the Delivery Date for the period from (and including) the Delivery Date to (but excluding) the actual date of Transfer to the Receiving Party at the rate specified in Clause 9.5(a) (*Interest*); but
- (y) if such failure is not remedied by the Delivering Party on or before the Final Delivery Date, the Receiving Party may, by written notice to the Delivering Party, terminate that EU ETS Transaction. In such a case, the Delivering Party shall pay to the Receiving Party the Receiving Party's Replacement Cost on or before the third (3<sup>rd</sup>) Banking Day following the day on which the Receiving Party is able to effect a Buy-In (which may be a Buy-In, on any such date, of less than the entire number of Undelivered Allowances) if and to the extent that paragraph (A)(i) or A(ii)(1) of the Receiving Party's Replacement Cost applies, or on the third (3<sup>rd</sup>) Banking Day following the day on which the Receiving Party is or would be able to effect a purchase of Allowances in accordance with paragraph A(ii)(2) of Receiving Party's Replacement Cost, if and to the extent that paragraph applies, in either case adjusted to take into account any amount previously paid by the Receiving Party to the Delivering Party in respect of that EU ETS Transaction.

12.1.2.2 Subject to Clause 12.1.2.3 (*Failure to Transfer*), if as a result of the Delivering Party's failure to make a Transfer (in whole or in part) the Receiving Party becomes liable to pay any EEP Amount, then the Receiving Party shall provide to the Delivering Party,

upon its reasonable request, evidence to the reasonable satisfaction of the Delivering Party:

- (a) that the Receiving Party has incurred an EEP Amount consequent on the Delivering Party's failure to make a Transfer (in whole or in part);
- (b) the extent to which the requirement for the Receiving Party to pay any EEP Amount results from the Delivering Party's failure to make such Transfer; and
- (c) that the Receiving Party could not have used Allowances to which it had legal and beneficial interest in any Holding Account(s) in any Registry in order to avoid or reduce its liability to pay any EEP Amount which it claims from the Delivering Party as part of the Receiving Party's Replacement Cost.

12.1.2.3 The Delivering Party's obligation to pay any EEP Amount under this Clause 12.1.2 (*Failure to Transfer*) is subject always to the Receiving Party's overriding obligation to use its reasonable endeavours to avoid becoming liable for such EEP Amount or, when liable, to mitigate the payment obligation in relation to such EEP Amount and to allocate any such EEP Amount pro rata between all counterparties of the Receiving Party that have failed to make any Transfer; provided, however, that where the Receiving Party confirms that it has been unable to avoid becoming liable for any EEP Amount, it shall be for the Delivering Party to show that this liability has arisen as a result of the Receiving Party failing to use its reasonable endeavours to do so.

12.1.2.4 The Delivering Party shall pay such determined EEP Amount to the Receiving Party within two (2) Banking Days against the Receiving Party's VAT invoice in respect thereof.

## **12.2 Failure to Accept**

Except to the extent:

- (a) caused by the Delivering Party's non-performance under this Agreement; or
- (b) that the Receiving Party is relieved from complying with a relevant obligation under Clause 13.1 (*Force Majeure*);
- (c) that the Delivering Party is relieved from complying with a relevant obligation under Clause 13.4 (*Suspension Event*); or
- (d) that the Receiving Party is relieved from complying with a relevant obligation under Clause 14.7 (*Illegality*),

if the Receiving Party fails to accept a Transfer of a PTA Quantity (whether tendered in whole or in part) to the relevant Receiving Party's Holding Account by the Delivery Date for any reason or specifies an incorrect Holding Account other than the relevant Receiving Party's Holding Account (in either case in breach of Clauses 5 (*Allowance Transfers*) or 6 (*Effecting Transfers*) or both of them), then the Delivering Party may, by notice to the Receiving Party, require the Receiving Party to remedy such failure and:

- (x) if such failure is remedied by the Receiving Party on or before the Final Delivery Date, the Receiving Party shall pay to the Delivering Party interest on an amount equal to the Allowance Price multiplied by the number of Period Traded Allowances not Transferred to such Receiving Party's Holding Account by the Delivery Date for the period from (and including) the Delivery Date to (but

excluding) the actual date of Transfer to the Receiving Party at the rate specified in Clause 9.5(a) (*Interest*); but

- (y) if such failure is not remedied by the Receiving Party on or before the Final Delivery Date, the Delivering Party may, by written notice to the Receiving Party, terminate that EU ETS Transaction. In such a case, the Receiving Party shall pay to the Delivering Party the Delivering Party's Replacement Cost on or before the third (3<sup>rd</sup>) Banking Day following receipt of such written notice of termination from the Delivering Party,

in either case adjusted to take into account any amount previously paid by the Receiving Party to the Delivering Party in respect of that EU ETS Transaction."

- (h) Clause 13 of the Master Agreement is, in respect of EU ETS Transactions, hereby renamed "**Force Majeure and Suspension Event**", and reference to Clause 13 throughout the Master Agreement is to refer to the Clause so renamed.

- (i) The final paragraph of Clause 13.1 (*Force Majeure*) of the Master Agreement is, in respect of EU ETS Transactions, hereby replaced with the following:

"Where a Force Majeure (a) continues for a period of nine (9) Delivery Banking Days or (b) continues up until three (3) Delivery Banking Days prior to any Validity Period Reconciliation Deadline (if sooner), either Party may, by written notice to the other Party, terminate all (but not less than all) FM Affected Transactions."

- (j) Clause 13.3 (*Force Majeure and Suspension Event*) of the Master Agreement is, in respect of EU ETS Transactions, hereby replaced with the following:

"Where an event or circumstance that would otherwise constitute or give rise to an Event of Default also constitutes a Force Majeure or Suspension Event, it is to be treated as a Force Majeure or Suspension Event and not as an Event of Default. Where an event or circumstance that would otherwise constitute a Force Majeure also constitutes a Suspension Event, it is to be treated as a Suspension Event and not as a Force Majeure."

- (k) A new Clause 13.4 is, in respect of EU ETS Transactions, hereby added to the Master Agreement:

**"13.4 Suspension Event.**

- (a) Upon the occurrence of a Suspension Event, the Party affected by the Suspension Event shall, as soon as practicable by written notice, notify the other Party of the commencement of the Suspension Event. To the extent available to the Party affected by the Suspension Event, it shall also provide details of the Suspension Event including a non-binding estimate of the duration of its inability to perform its obligations due to the Suspension Event.
- (b) Where a Suspension Event occurs, the obligations of both Parties, which would otherwise be required to be performed with respect to the relevant EU ETS Transaction, shall be suspended for the duration of the Suspension Event. Subject to sub-clauses (c) and (d) below, upon the Suspension Event ceasing to exist both Parties will resume full performance of their obligations under this Agreement in respect of the relevant EU ETS Transaction (including for the avoidance of doubt any suspended obligations) as soon as possible but no later than the day that is ten (10) Delivery Banking Days thereafter or, if earlier, three (3) Delivery Banking Days prior to the Validity Period Reconciliation Deadline

(such date being the "**Delayed Delivery Date**"). For the avoidance of doubt, where a Delivery Date is adjusted in accordance with this Clause 13.4(b), then the use of the term "Delivery Date" elsewhere in this Agreement shall be construed to be a reference to the Delayed Delivery Date.

- (c) In the event that Period Traded Allowances are Transferred to the Receiving Party on or before the Delayed Delivery Date following the occurrence of a Suspension Event as contemplated by sub-clause (a) above, the Receiving Party agrees to pay the Delivering Party the Contract Amount adjusted by the Cost of Carry Amount. For the avoidance of doubt, any adjustment of the Contract Amount will be identified in the relevant Statement sent to the Receiving Party.
  - (d) Where a Suspension Event continues to exist on the Long Stop Date then the suspended EU ETS Transaction shall be deemed an FM Affected Transaction and terminated as an FM Affected Transaction on the Long Stop Date as if Clause 13.2(a) (*No Termination Payment*) of the Agreement applied."
- (l) The definition of "**Sales Tax**" is, in respect of EU ETS Transactions, deleted from Schedule 1 of the Master Agreement, and all occurrences of the defined term "**Sales Tax**" are, in respect of EU ETS Transactions, replaced with "**VAT**" as defined below.
  - (m) The following definitions from Schedule 1 of the Master Agreement are, in respect of EU ETS Transactions, hereby amended to read as follows:

"**Base Rate**" is EURIBOR, unless otherwise specified by the Parties in the Confirmation.

"**Final Delivery Date**" means the date that is two (2) Delivery Banking Days after receipt of a notice given under Clause 12.1 (*Failure to Transfer*) or Clause 12.2 (*Failure to Accept*).

"**Force Majeure**" means the occurrence of any event or circumstance, beyond the control of the FM Affected Party, that is not a Suspension Event, and that could not, after using all reasonable efforts, be overcome and which makes it impossible for the FM Affected Party to either (i) deliver the Period Traded Allowances from any Holding Account in any Registry (or if one or more Delivering Party's Holding Accounts are specified, from such Delivering Party's Holding Account(s)) or (ii) accept the Period Traded Allowances into the Receiving Party's Holding Account(s), in accordance with the EU ETS. The inability of a Party to perform a relevant delivery or acceptance obligation as a result of it having insufficient Period Traded Allowances in the relevant Holding Account (whether caused by: the low or non-allocation or non-issuance of Allowances from a Member State or Central Administrator; the delay or failure of a Member State or Central Administrator to replace Allowances with Allowances for the subsequent Validity Period; or the failure of that Party to procure sufficient allowances to meet its delivery obligations) shall not constitute a Force Majeure; provided, however, that this is not an exhaustive list of events which will not constitute a Force Majeure and is provided for the avoidance of doubt only.

"**Loss**" has the meaning ascribed to it in the Master Agreement, to additionally include any EEP Amount, if applicable, in which case Clauses 12.1.2.2 through 12.1.2.4 (*Failure to Transfer*), as added at Part 1(g) (*The European Union Emissions Trading System*) of this System Schedule above, shall apply equally to the determination of such amount.

"**Market Quotation**" means, with respect to the Non-Defaulting Party, an amount determined on the basis of the average of quotations from Reference Market Makers. Each quotation will be for an amount, if any, that would be paid to the Non-Defaulting Party (expressed as a negative number) or by the Non-Defaulting Party (expressed as a positive number) in consideration of an

agreement between the Non-Defaulting Party and the quoting Reference Market Maker to enter into Replacement Transactions for the same amount of Period Traded Allowances, having the same EEP Status. The quotation shall (i) take into account any existing Credit Support Document with respect to the obligations of the Non-Defaulting Party but (ii) disregard any losses, costs (or gains) in respect of any payment required to have been made and not made or non-compliance with Clauses 5 (*Allowance Transfers*) or 6 (*Effecting Transfers*) on or before the Early Termination Date.

**"Payment Due Date"** means either the date specified in the Confirmation or, if none is so specified the relevant elective specified in item 9 of Schedule 2 (*Elections*) and, if no election is made then, the fifth (5th) Banking Day after the later of (i) the Delivery Date and (ii) the date on which the Statement is delivered to the Receiving Party in accordance with Clause 9.2 (*Statement*), subject to the provisions of Clause 12 (*Transfer Failure*) and Clause 13.4 (*Suspension Event*) in which case the Payment Due Date shall be measured accordingly from the Delayed Delivery Date (such Payment Due Date being the **"Delayed Payment Due Date"**).

**"Receiving Party's Replacement Cost"**, in respect of a failure to Transfer a number of Allowances of a particular Allowance Type and Specified Period pursuant to Clause 12.1 (*Failure to Transfer*) of the Master Agreement (being the **"Undelivered Allowances"**) has the meaning ascribed to it in the Master Agreement, except when the Excess Emissions Penalty is specified to apply in this System Schedule, in which case it means an amount (if positive) equal to the sum of:

A. either:

- (i) if in one or more arm's length transactions the Receiving Party is able, using its reasonable endeavours, to purchase a number of Allowances of the same Allowance Type and Specified Period as the Undelivered Allowances (**"Replacement Allowances"**), to be Transferred during the period from (but excluding) the Final Delivery Date to (and including) the Reconciliation Deadline on or immediately following the Delivery Date (the **"Buy-In Period"**), which in respect of each such individual purchase of Allowances, when aggregated with other such purchases, amounts to a purchase of a number of Allowances equal to the number of Undelivered Allowances:
  - (1) the price (per Allowance) at which the Receiving Party is able to purchase the relevant number of Replacement Allowances; less
  - (2) the Allowance Price agreed by the Parties in respect of the Undelivered Allowances; multiplied by
  - (3) the number of Replacement Allowances which the Receiving Party is able to purchase at the price indicated in (1); plus
  - (4) interest for the period from (and including) the Delivery Date to (but excluding) the date of termination calculated on an amount equal to the product of the number of Undelivered Allowances and an amount equal to the excess, if any, of the price determined pursuant to (1) over the Allowance Price agreed between the Parties in respect of the Undelivered Allowances at the rate specified in Clause 9.5(a) (*Interest*) of the Master Agreement; or
- (ii) if in one or more arm's length transactions the Receiving Party, using its reasonable endeavours, is unable to purchase a number of Replacement

Allowances equivalent to the Undelivered Allowances to be delivered during the Buy-In Period:

- (1) in respect of the number of Replacement Allowances for which the Receiving Party is able to effect a Buy-In during the Buy-In Period, an amount for such Allowances calculated in accordance with paragraph (i) above; and
  - (2) in respect of the number of Replacement Allowances equal to the number of Undelivered Allowances minus the number of Replacement Allowances referred to in A(ii)(1) above (the "**Shortfall**"), the sum of:
    - (I) the price (per Allowance) at which the Receiving Party, using its reasonable endeavours and in an arm's length transaction, is or would be able to purchase as soon as reasonably possible after the Reconciliation Deadline a number of Replacement Allowances equal to the Shortfall; less
    - (II) the Allowance Price agreed by the Parties in respect of the Undelivered Allowances; plus
    - (III) the EEP Amount; multiplied by
    - (IV) the Shortfall; plus
    - (V) interest for the period from (and including) the Delivery Date to (but excluding) the date the Receiving Party is or would be able to purchase Replacement Allowances in accordance with paragraph A(ii)(2)(I) above on an amount equal to the product of the Shortfall and an amount equal to the excess, if any, of the price determined pursuant to paragraph A(ii)(2)(I) above over the Allowance Price agreed between the Parties in respect of the Undelivered Allowances at the rate specified in Clause 9.5(a) (*Interest*) of the Master Agreement; and
- B. such reasonable costs and expenses which the Receiving Party incurs as a result of the Delivering Party's failure to Transfer the Shortfall (including, without limitation, broker fees, commissions and legal fees) to the extent that those costs and expenses are not reflected in paragraphs A(i) or A(ii) above.

Where the Receiving Party confirms that it has been unable to purchase Replacement Allowances during the Buy-In Period, it shall be for the Delivering Party to show that it has been as a result of the Receiving Party failing to use its reasonable endeavors to do so.

**"Registry"** means the registry established by a Member State or the EU pursuant to the Directive or the Registries Regulation, in order to ensure the accurate accounting of the issue, holding, transfer, acquisition, surrender, cancellation and replacement of Allowances. For the avoidance of doubt, references to a Registry shall include (i) the Union Registry and (ii) collectively the Holding Accounts and all other accounts within the Union Registry that are under the jurisdiction of a single National Administrator designated by a Member State. In the case of (ii), such Holding Accounts and other accounts will together be deemed, for the purposes of this Agreement, to be a Registry for that Member State.

**"Relevant Authority"** means the body established by a Member State from time to time to administer the EU ETS in its jurisdiction.

**"Transaction Currency"** is the Euro, unless otherwise specified by the Parties in the Confirmation.

**"Validity Period"** means the Second Validity Period, the Third Validity Period or such other period as agreed by the Parties and in each case, as specified in the Confirmation.

(n) The following definitions are, in respect of EU ETS Transactions, added to Schedule 1 of the Master Agreement:

**"Aircraft Operator"** means an "aircraft operator" as defined in the Directive.

**"Administrator Event"** means the suspension of some or all of the processes of a Registry or the EUTL in accordance with the Registries Regulation by the National Administrator or the Central Administrator (as applicable) due to:

- A. a security breach or following reasonable suspicion of a breach of security which threatens the integrity of the registries system (including any back up facilities); or
- B. scheduled or emergency maintenance on the Registry; or
- C. the failure to operate and maintain the Registry in accordance with the Registries Regulation or any other applicable law.

**"Affected Allowance"** means an Allowance which is or is alleged to have been the subject of an Unauthorised Transfer as confirmed by an Appropriate Source.

**"Appropriate Source"** means any 'competent authority', 'registry administrator' and/or the 'Central Administrator' (as those terms are defined in the Registries Regulation), or any other authority having power pursuant to the Directive and/or the Registries Regulation to block, suspend, refuse, reject, cancel or otherwise affect the Transfer (whether in whole or in part) of Allowances, any recognised law enforcement or tax authorities of a Member State, European Anti-fraud Office of the European Commission or Europol.

**"Aviation EU Allowance"** or **"AEUA"** means a unit of account that is an "allowance" as defined in the Directive and is issued pursuant to Chapter II thereof.

**"Buy-In Period"** has the meaning given to it in paragraph A(i) of the definition of Receiving Party's Replacement Cost.

**"Central Administrator"** means the Relevant Authority designated to maintain the EUTL pursuant to Article 20(1) of the Directive.

**"Certified Emission Reduction"** or **"CER"** means a unit issued pursuant to Article 12 of the Kyoto Protocol and the decisions adopted pursuant to the UNFCCC or the Kyoto Protocol, in each case as amended from time to time.

**"Cost of Carry Amount"** means the amount calculated by applying the Cost of Carry Rate for the Cost of Carry Calculation Period to the Contract Price multiplied by the number of Period Traded Allowances Transferred, divided by 360.

**"Cost of Carry Calculation Period"** means the number of calendar days from and including the original Payment Due Date to, but excluding, the Delayed Payment Due Date.

**"Cost of Carry Rate"** the "EUR-EONIA-OIS-COMPOUND" rate, "EONIA" being a reference rate equal to the overnight rate as calculated by the European Central Bank and appearing on Reuters Screen EONIA Page in respect of each day in the Cost of Carry Calculation Period.

**"Directive"** means Directive 2003/87/EC of the European Parliament and of the Council of 13 October 2003 establishing a scheme for greenhouse gas emissions allowance trading and amending Council Directive 96/61/EC, as amended from time to time.

**"EEP Amount"** means an amount (expressed as an amount per Allowance) that the Receiving Party determines, acting in good faith and using commercially reasonable procedures, to be its total losses and costs which result from the Delivering Party's failure to deliver the Shortfall to the extent that those losses and costs are not reflected elsewhere in the definition of Receiving Party's Replacement Cost and to the extent that they relate to:

- A. any Excess Emissions Penalty which the Receiving Party must pay to a Relevant Authority in accordance with the terms of the EU ETS; and
- B. if this sub-paragraph B is specified in Part 2 (*Elections*) of this System Schedule as applying, any amount which the Receiving Party must pay to a third party in respect of any such penalty payable to any other party (including a Relevant Authority) by that third party as a result of the Delivering Party's failure to deliver the Shortfall.

**"EEP Status"** means whether or not the Parties have elected in Part 2 (*Elections*) of this System Schedule that Excess Emissions Penalty applies to the relevant Period Traded Allowances.

**"Eligible EU Credit"** means a CER or ERU, as specified in the relevant Confirmation, which on the Delivery Date (or Delayed Delivery Date as the case may be):

- A. pursuant to the Directive, may be exchanged by an Operator for an EU Allowance (valid in the Third Validity Period) on a one-for-one basis, or used to comply with a requirement to surrender allowances in the Third Validity Period on an equivalent one-to-one basis as an EU Allowance; and
- B. has not previously been surrendered or otherwise used for compliance purposes by an Operator or an Aircraft Operator in the EU ETS.

**"Emission Reduction Unit" or "ERU"** means a unit issued pursuant to Article 6 of the Kyoto Protocol and the decisions adopted pursuant to the UNFCCC or the Kyoto Protocol, in each case as amended from time to time.

**"Encumbrance Loss"** means an amount reasonably determined by the Receiving Party in good faith to be its total losses and costs in connection with a Transaction including, but not limited to, any loss of bargain, cost of funding or, at the election of the Receiving Party but without duplication, loss or costs incurred as a result of its terminating, liquidating, obtaining or re-establishing any hedge or related trading position. Such amount includes losses and costs in respect of any payment already made under a Transaction prior to the delivery of the written notice by the Receiving Party and the Receiving Party's legal fees and out-of-pocket expenses.

The Parties agree that in circumstances where there has been a breach of the No Encumbrances Obligation by the Delivering Party caused by the Transfer of an Affected Allowance, the Receiving Party will be entitled to include in such amount any losses arising out of or in connection with any claim, demand, action or proceeding brought against the Receiving Party by a third party consequent upon the Transfer by the Receiving Party of an Affected Allowance Transferred to it by the Delivering Party under a Transaction.

Notwithstanding anything herein to the contrary, none of the above amounts shall include Excess Emissions Penalty or any amount which the Receiving Party must pay to a third party in respect of any such penalty payable to any other party (or Relevant Authority) by that third party.

**"EU"** or **"European Union"** means the European Union as it exists from time to time.

**"EU Allowance"** or **"EUA"** means a unit of account that is an "allowance" as defined in the Directive and issued pursuant to Chapter III thereof.

**"EU ETS"** means the EU Emission Trading Scheme established by the Directive.

**"EU ETS Trading System Rules"** means the rules and regulations of participation in, and operation of, the EU ETS as applicable in the EU and a Member State as amended from time to time.

**"EURIBOR"** means, in relation to an amount owed under this Agreement on which interest is to accrue in Euros:

- A. the interest rate for Euro deposits for a period of one month that appears on the Reuters Page EURIBOR01 (or such other screen display or service as may replace it for the purpose of displaying interest rates) as at 1100 hours on the Payment Due Date, and where the amount or any part of it remains overdue one month after the Payment Due Date such interest rate as appears on such page for such deposits as at such time as at the day one month after the Payment Due Date and thereafter as at monthly intervals until the amount is no longer overdue; or
- B. if no such interest rate appears on Reuters (or such replacement), the arithmetic mean (rounded upwards to 3 decimal places) of the rates per annum at which each of not less than two major banks in the eurozone interbank market quoted that they were offering deposits in the elected Transaction Currency in an amount comparable with that overdue amount to major banks in the eurozone interbank market for a period of one month as at 1100 hours on the Payment Due Date or as at the day one month after the Payment Due Date or as at monthly intervals thereafter as the case may be.

**"Euro"** means the lawful currency of the Member States of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union.

**"EUTL"** or **"European Union Transaction Log"** means the independent transaction log provided for in Article 20(1) of the Directive, the operation of which is further detailed in the Registries Regulation.

**"Excess Emissions Penalty"** has the meaning given to it in the Directive.

**"GHG"** means each of the six gases listed in Annex A to the Kyoto Protocol and such other gases as may be included in the Kyoto Protocol from time to time.

**"GHG Reductions"** means the removal, limitation, reduction, avoidance, sequestration or mitigation of GHGs emissions relative to the scenario that reasonably represents the anthropogenic emissions by sources or anthropogenic removal by sinks of GHG in the absence of such removal, limitation, reduction, avoidance, sequestration or mitigation.

**"ITL"** or **"International Transaction Log"** means the 'UNFCCC's International Transaction Log' as defined in the Registries Regulation.

**"Kyoto Protocol"** means the protocol to the UNFCCC adopted at the third conference of the parties to the UNFCCC in Kyoto, Japan on 11 December 1997, as may be amended from time to time.

**"Long Stop Date"** means, in respect of a Suspension Event that occurs with respect to a Transfer or acceptance obligation that would otherwise be required to be performed within the period:

- A. from (and including) 1 May 2013 to (and including) 31 December 2014: 1 June 2016;
- B. from (and including) 1 January 2015 to (and including) 31 December 2016: 1 June 2018;
- C. from (and including) 1 January 2017 to (and including) 31 December 2018: 1 June 2020;
- D. from (and including) 1 January 2019 to (and including) the twenty-fifth (25th) calendar day of the month in which the Validity Period Reconciliation Deadline is scheduled to occur: the twenty-fifth (25th) calendar day of the month in which the Validity Period Reconciliation Deadline is scheduled to occur.

**"Member State"** means any one of the Member States of the European Union from time to time.

**"Member State Registry"** means the Registry established for each Member State pursuant to the Directive and the Registries Regulation.

**"National Administrator"** means the entity responsible for managing, on behalf of a Member State, a set of user accounts under the jurisdiction of a Member State in the Union Registry as designated in accordance with Article 7 of the Registries Regulation.

**"Operator"** means an "operator" as defined in the Directive.

**"Original Affected Party"** means the person from whose Holding Account the Unauthorised Transfer of the relevant Affected Allowance occurred.

**"Reconciliation Deadline"** means 30 April of any calendar year in relation to the immediately preceding calendar year, or as otherwise specified in the EU ETS Trading System Rules.

**"Registries Regulation"** means the EU regulation no. 1193/2011 of 18 November 2011 establishing a Union Registry for the trading period commencing on 1 January 2013, and subsequent trading periods, of the Union emissions trading scheme pursuant to the Directive 2003/87/EC and Decision 280/2004/EC of the European Parliament and of the Council and amending Commission Regulations (EC) No. 2216/2004 and (EU) No. 920/2010.

**"Registry Operation"** means, other than by reason of the occurrence of an Administrator Event:

- A. the continuing functioning of the Relevant Registry;
- B. the continuing functioning of the EUTL and the ITL; and/or
- C. the establishment of and continuing functioning of the link between each of the Relevant Registry, the EUTL and the ITL, as applicable.

**"Relevant Registry"** means the Registry through which a Party is obliged to perform a Transfer or acceptance obligation under and in accordance with an EU ETS Transaction. Where a Party has specified more than one Holding Account for Transfer or acceptance purposes, the Relevant Registry shall be identified in accordance with Clause 5.1(c) (*Primary Obligation*).

**"Replacement Allowances"** has the meaning given to it in paragraph (A)(i) of the definition of Receiving Party's Replacement Cost.

**"Second Validity Period"** means, with respect to EUAs and AEUAs, the period referred to in Article 11(2) of the Directive beginning 1 January 2008 and with respect to CERs and ERUs, the first commitment period under the Kyoto Protocol referencing the period in which the GHG Reductions, which are the subject of the relevant CERs or ERUs, were achieved.

**"Shortfall"** has the meaning given to it in paragraph (A)(ii)(2) of the definition of Receiving Party's Replacement Cost.

**"Suspension Event"** A Suspension Event occurs when, on any date, a Party to the Agreement is unable to perform its Transfer or acceptance obligations under and in accordance with an EU ETS Transaction through a Relevant Registry as a result of the application of any of the following:

- A. an absence of Registry Operation; or
- B. the occurrence of an Administrator Event.

**"Third Validity Period"** means with respect to EUAs and AEUAs, the period from 2013 to 2020 and with respect to Eligible EU Credits, the period immediately following the first commitment period under the Kyoto Protocol referencing the period in which the GHG Reductions, which are the subject of the relevant Eligible EU Credits, were achieved

**"Unauthorised Transfer"** means the transfer by debiting of any Allowance from an account holder's Holding Account and the crediting of a Holding Account of another person, which Transfer is not initiated by the relevant authorised representative or additional authorised representative (as referred to in the Registries Regulation) of the first account holder.

**"UNFCCC"** means the United Nations Framework Convention on Climate Change adopted in New York on May 9, 1992.

**"Union Registry"** means the Registry referred to as the 'Community registry' in Article 19(1) of the Directive.

**"Validity Period Reconciliation Deadline"** means the final Reconciliation Deadline in the Validity Period specified in the Confirmation.

**"Value Added Tax" or "VAT"** means (a) any value added tax imposed by any Member State, or (b) any replacement or other tax levied by reference to value added to a transaction.



**APPENDIX 4A:  
FORM OF CONFIRMATION FOR EU ETS TRANSACTIONS**

This Confirmation evidences the terms of the binding agreement between the Delivering Party and the Receiving Party named below regarding the transaction described in this Confirmation. This Confirmation is subject to and supplements the International Emissions Trading Master Agreement entered into between the Delivering Party and the Receiving Party dated [•], as amended by its Schedule 4 (*EU ETS System Schedule*). For the purposes of this Agreement, this transaction shall be treated as a Transaction and an EU ETS Transaction.

<b>PART A:</b>													
Delivering Party:	<input type="checkbox"/> Party A: <input type="checkbox"/> Party B:												
Receiving Party:	<input type="checkbox"/> Party B: <input type="checkbox"/> Party A:												
Delivering Party's Holding Account(s):	<input type="checkbox"/> Party A's Holding Account(s) as listed at Part 2 of Schedule 4:  <input type="checkbox"/> Party B's Holding Account(s) as listed at Part 2 of Schedule 4:  <input type="checkbox"/> <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Account</th> <th>Account number and jurisdiction</th> </tr> </thead> <tbody> <tr> <td>(1)</td> <td>[•]</td> </tr> <tr> <td>(2)</td> <td>[•]</td> </tr> <tr> <td>(3)</td> <td>[•]</td> </tr> <tr> <td>(4)</td> <td>[•]</td> </tr> <tr> <td>(5)</td> <td>[•]</td> </tr> </tbody> </table>	Account	Account number and jurisdiction	(1)	[•]	(2)	[•]	(3)	[•]	(4)	[•]	(5)	[•]
Account	Account number and jurisdiction												
(1)	[•]												
(2)	[•]												
(3)	[•]												
(4)	[•]												
(5)	[•]												
Receiving Party's Holding Account(s):	<input type="checkbox"/> Party A's Holding Account(s) as listed at Part 2 of Schedule 4:  <input type="checkbox"/> Party B's Holding Account(s) as listed at Part 2 of Schedule 4:												

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	<input type="checkbox"/> <table border="1" data-bbox="871 389 1406 701"> <thead> <tr> <th data-bbox="871 389 1003 465">Account</th> <th data-bbox="1007 389 1406 465">Account number and jurisdiction</th> </tr> </thead> <tbody> <tr> <td data-bbox="871 470 1003 510">(1)</td> <td data-bbox="1007 470 1406 510">[•]</td> </tr> <tr> <td data-bbox="871 515 1003 555">(2)</td> <td data-bbox="1007 515 1406 555">[•]</td> </tr> <tr> <td data-bbox="871 560 1003 600">(3)</td> <td data-bbox="1007 560 1406 600">[•]</td> </tr> <tr> <td data-bbox="871 604 1003 645">(4)</td> <td data-bbox="1007 604 1406 645">[•]</td> </tr> <tr> <td data-bbox="871 649 1003 689">(5)</td> <td data-bbox="1007 649 1406 689">[•]</td> </tr> </tbody> </table>	Account	Account number and jurisdiction	(1)	[•]	(2)	[•]	(3)	[•]	(4)	[•]	(5)	[•]
Account	Account number and jurisdiction												
(1)	[•]												
(2)	[•]												
(3)	[•]												
(4)	[•]												
(5)	[•]												
Banking Day	<p>Party A:</p> <input type="checkbox"/> the jurisdiction where its registered offices are located, or <input type="checkbox"/> as specified in Schedule 2 of the Master Agreement, or <input type="checkbox"/> the principal financial centre in the country of each Holding Account specified in this Confirmation, or <input type="checkbox"/> _____. <p>Party B:</p> <input type="checkbox"/> the jurisdiction where its registered offices are located, or <input type="checkbox"/> as specified in Schedule 2 of the Master Agreement, or <input type="checkbox"/> the principal financial centre in the country of each Holding Account specified in this Confirmation, or <input type="checkbox"/> _____.												
Time – any reference to "time" is to:	<p>As specified in Schedule 2 of the Master Agreement, or if different for this Transaction, as follows:</p> <input type="checkbox"/> Central European Time <input type="checkbox"/> _____												
Trade Date and time Transaction agreed:													
Name of Broker (if applicable):													
Allowance Type	[EUA]/[AEUA <sup>2</sup> ]/[CER]/[ERU]/[Eligible EU Credit] <sup>3</sup>												

<sup>2</sup> Parties are advised not to specify Delivery Dates for AEUAs prior to the occurrence of the Migration Event.



[Eligible EU Credit] <sup>4</sup>	[CER]/[ERU]
Specified Period(s):	[Second Validity Period]/[Third Validity Period]/ [●]
PTA Quantity (for each Specified Period) (expressed in number of Allowances):	
Delivery Date (for each PTA Quantity):	
Transaction Currency	[ ] Euros, or [ ] _____
Allowance Price(s) (per Allowance)	for each Specified Period:
Contract Amount:	
Payment Due Date:	As defined in the Master Agreement, or if different for this Transaction, as follows: _____
Base Rate:	[ ] EURIBOR, or [ ] _____
Bank details:	Delivering Party: Receiving Party:
Netting of physical delivery obligations:	The Account Pair(s) specified by the Parties for the purposes of physical netting of deliveries under Clause 9.7 ( <i>Physical Netting of Deliveries</i> ) of the Master Agreement are as specified in Part 2 of the Schedule 4, or if different, as follows: Party A is (are): _____; and Party B is (are): _____.

<sup>3</sup> Eligible EU Credit is applicable for Third Validity Period EU ETS Transactions only where the underlying to be delivered is a CER or ERU.

<sup>4</sup> Delete row where the Third Validity Period EU ETS Transaction does not relate to CERs or ERUs.



Special Conditions:	
---------------------	--

**PART B:**

Additional Terms:

1. **Definitions.** Capitalized terms not defined in this Confirmation have the meaning given to them in the Master Agreement.
2. **Counterparts.** This Confirmation may be executed and delivered in counterparts with the same effect as if both Parties had executed and delivered the same copy, and when each Party has signed and delivered a counterpart, all counterparts together constitute one agreement that evidences the Transaction under the Agreement. Delivery of a copy of this Confirmation by facsimile is good and sufficient delivery.
3. **Authority.** Each Party executing this Confirmation represents that the execution, delivery and performance of this Confirmation have been duly authorized by all necessary action and that the person executing this Confirmation has the authority to execute and deliver it on behalf of such Party.

If this Confirmation correctly sets out the terms of our agreement, please sign and return a copy of this Confirmation within three (3) Banking Days from receipt of this Confirmation. If you believe that this Confirmation does not correctly set out the terms of our agreement, send a response within three (3) Banking Days from receipt of this Confirmation that sets out in detail the alleged inaccuracy.

If your response contains additional or different terms from those set out in this Confirmation or this Agreement, they only become part of the Transaction if we expressly agree to them in a supplemental written confirmation.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name:

Name:

Title:

Title:

Duly authorised on behalf of Party A

Duly authorised on behalf of Party B



**IETA**

INTERNATIONAL EMISSIONS  
TRADING ASSOCIATION

**APPENDIX 4B:  
FORM OF CONFIRMATION FOR EU ETS OPTION TRANSACTIONS**

This Confirmation evidences the terms of the binding agreement between the Delivering Party and the Receiving Party named below regarding the transaction described in this Confirmation. This Confirmation is subject to and supplements the International Emissions Trading Master Agreement entered into between the Delivering Party and the Receiving Party dated [●], as amended by its Schedule 4 (*EU ETS System Schedule*). For the purposes of this Agreement, this transaction shall be treated as a Transaction, an Option Transaction and an EU ETS Transaction.

<b>PART A:</b>	
Seller and contact person:	[Party A]/[Party B]
Buyer and contact person:	[Party B]/[Party A]
Trade Date and time Transaction Agreed:	
Option Style:	[American / Bermudan / European]
Option Type:	[Put / Call]
Expiration Date(s):	
Expiration Time:	[XX:XX in 24-hour format], [location] time / [In accordance with Schedule 1 of the Agreement as set out in the Options Annex]
[Potential Exercise Dates (Bermudan options only):] <sup>5</sup>	
Automatic Exercise:	Will not apply unless otherwise specified here:
Premium:	
Premium Payment Date:	
Reference Price:	
Strike Price:	

<sup>5</sup> Delete if not Bermudan Option

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USA  
Tel: +1 (202) 629 5980

350 Sparks Street, Suite 809  
Ottawa, Ontario  
Canada, K1R 7S8  
Tel: +1 (613) 594 3912



<b>PART B:</b>													
Buyer's Holding Account(s):	<p><input type="checkbox"/> Party A's Holding Account(s) as listed at Part 2 of Schedule 4:</p> <p><input type="checkbox"/> Party B's Holding Account(s) as listed at Part 2 of Schedule 4:</p> <p><input type="checkbox"/></p> <table border="1"> <thead> <tr> <th>Account</th> <th>Account number and jurisdiction</th> </tr> </thead> <tbody> <tr> <td>(1)</td> <td>[•]</td> </tr> <tr> <td>(2)</td> <td>[•]</td> </tr> <tr> <td>(3)</td> <td>[•]</td> </tr> <tr> <td>(4)</td> <td>[•]</td> </tr> <tr> <td>(5)</td> <td>[•]</td> </tr> </tbody> </table>	Account	Account number and jurisdiction	(1)	[•]	(2)	[•]	(3)	[•]	(4)	[•]	(5)	[•]
Account	Account number and jurisdiction												
(1)	[•]												
(2)	[•]												
(3)	[•]												
(4)	[•]												
(5)	[•]												
Seller's Holding Account(s):	<p><input type="checkbox"/> Party A's Holding Account(s) as listed at Part 2 of Schedule 4:</p> <p><input type="checkbox"/> Party B's Holding Account(s) as listed at Part 2 of Schedule 4:</p> <p><input type="checkbox"/></p> <table border="1"> <thead> <tr> <th>Account</th> <th>Account number and jurisdiction</th> </tr> </thead> <tbody> <tr> <td>(1)</td> <td>[•]</td> </tr> <tr> <td>(2)</td> <td>[•]</td> </tr> <tr> <td>(3)</td> <td>[•]</td> </tr> <tr> <td>(4)</td> <td>[•]</td> </tr> <tr> <td>(5)</td> <td>[•]</td> </tr> </tbody> </table>	Account	Account number and jurisdiction	(1)	[•]	(2)	[•]	(3)	[•]	(4)	[•]	(5)	[•]
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(1)	[•]												
(2)	[•]												
(3)	[•]												
(4)	[•]												
(5)	[•]												
Banking Day	<p>Party A:</p> <p><input type="checkbox"/> the jurisdiction where its registered offices are located, or</p> <p><input type="checkbox"/> as specified in Schedule 2 of the Master Agreement, or</p> <p><input type="checkbox"/> the principal financial centre in the country of each Holding Account specified in this Confirmation, or</p> <p><input type="checkbox"/> _____.</p>												



	<p>Party B:</p> <p><input type="checkbox"/> the jurisdiction where its registered offices are located, or</p> <p><input type="checkbox"/> as specified in Schedule 2 of the Master Agreement, or</p> <p><input type="checkbox"/> the principal financial centre in the country of each Holding Account specified in this Confirmation, or</p> <p><input type="checkbox"/> _____.</p>
Time – any reference to "time" is to:	<p>As specified in Schedule 2 of the Master Agreement, or if different for this Transaction, as follows:</p> <p><input type="checkbox"/> Central European Time</p> <p><input type="checkbox"/> _____</p>
Trade Date and time Transaction agreed:	
Name of Broker (if applicable):	
Allowance Type	[EUA]/[AEUA <sup>6</sup> ]/[CER]/[ERU]/[Eligible EU Credit] <sup>7</sup>
[Eligible EU Credit] <sup>8</sup>	[CER]/[ERU]
Specified Period(s):	[Second Validity Period]/[Third Validity Period]/ [●]
PTA Quantity (for each Specified Period) (expressed in number of Allowances):	
Delivery Date (for each PTA Quantity):	
Transaction Currency	<p><input type="checkbox"/> Euros, or</p> <p><input type="checkbox"/> _____</p>
Allowance Price(s) (per Allowance)	for each Specified Period:

<sup>6</sup> Parties are advised not to specify Delivery Dates for AEUAs prior to the occurrence of the Migration Event.

<sup>7</sup> Eligible EU Credit is applicable for Third Validity Period EU ETS Transactions only where the underlying to be delivered is a CER or ERU.

<sup>8</sup> Delete row where the Third Validity Period EU ETS Transaction does not relate to CERs or ERUs.



Contract Amount:	
Payment Due Date:	As defined in the Master Agreement, or if different for this Transaction, as follows: _____
Base Rate:	[ <input type="checkbox"/> ] EURIBOR, or [ <input type="checkbox"/> ] _____
Bank details:	Buyer: Seller:
Netting of physical delivery obligations:	The Account Pair(s) specified by the Parties for the purposes of physical netting of deliveries under Clause 9.7 ( <i>Physical Netting of Deliveries</i> ) of the Master Agreement are as specified in Part 2 of Schedule 4, or if different, as follows: Party A is (are): _____; and Party B is (are): _____.
Special Conditions:	

### PART C:

#### Additional Terms:

1. **Definitions.** Capitalized terms not defined in this Confirmation have the meaning given to them in the Master Agreement and the EU ETS System Schedule.
2. **Counterparts.** This Confirmation may be executed and delivered in counterparts with the same effect as if both Parties had executed and delivered the same copy, and when each Party has signed and delivered a counterpart, all counterparts together constitute one agreement that evidences the Transaction under the Agreement. Delivery of a copy of this Confirmation by facsimile is good and sufficient delivery.
3. **Authority.** Each Party executing this Confirmation represents that the execution, delivery and performance of this Confirmation have been duly authorized by all necessary action and that the person executing this Confirmation has the authority to execute and deliver it on behalf of such Party.

If this Confirmation correctly sets out the terms of our agreement, please sign and return a copy of this Confirmation within three (3) Banking Days from receipt of this Confirmation. If you believe that this Confirmation does not correctly set out the terms of our agreement, send a response within three (3) Banking Days from receipt of this Confirmation that sets out in detail the alleged inaccuracy.



If your response contains additional or different terms from those set out in this Confirmation or this Agreement, they shall only become part of the Transaction if we expressly agree to them in a supplemental written confirmation.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name:

Name:

Title:

Title:

Duly authorised on behalf of Party A

Duly authorised on behalf of Party B