

Based on the
Singapore Electricity Market Rules

Application form for Authorisation of Market Support Services Licensee (MSSL)

including explanatory notes.

Please read this important information before completing this form.

Why do I need to complete this form?

Energy Market Company Pte Limited (“*EMC*”) is licensed by the Energy Market Authority (Authority) to operate the *wholesale electricity market* in Singapore. One of the *EMC*’s responsibilities is to manage the authorisation of *MSSL* in the *wholesale electricity market*. You must complete and submit this form to if you wish to:

- Provide *metering data* management services,
- Provide customer transfer services for *retail electricity licensees* and other services related to access to any *wholesale electricity market*;
- Facilitate the access to any *wholesale electricity market* for the purposes of obtaining supply of electricity for contestable consumers and *retail electricity licensees*; and/or
- The supply and sale of electricity to non-contestable consumers.

Why has EMC developed this form?

The *EMC* has developed this form to facilitate the *authorisation* process described in the *market rules*. You should read the relevant sections of the *market rules* prior to completing the forms. Please also refer to the *EMC* disclaimer at the end of this form.

What if EMC needs further information and clarification?

The *EMC* will, within 10 *business days* of receipt of your completed *the MSSL authorisation* form, request in writing any further information or clarification required by the *EMC* to process your application. It is important that you respond promptly to the *EMC*’s requests in writing. If the *EMC* does not receive the requested information within 15 *business days* from the date of its request, then your **application will be deemed to have been withdrawn** and you will be required to submit a new application (unless you and the *EMC* have agreed a longer time for this process).

All communication between the *EMC* and *market participants* will be in writing.

When will I know the outcome of my application?

The *EMC* will notify you in writing of the outcome within 20 *business days* of the receipt of your fully completed authorisation form or any further information or clarification requested by the *EMC*, whichever is the later (unless you and the *EMC* have agreed a longer time for this process). If your authorisation is declined, the notification will identify why this was the case. A complete and accurate form will help the *EMC* to process your authorisation *application* within the above stated period.

Is there an application fee for market participant registration?

There is no application fee for *MSSL* authorisation applications.

Summary of the authorisation procedure

The key requirements of the full *MSSL authorisation* procedure are set out in the table below:

A	Meet the EMC's prudential requirements	You must provide prudential cover, under the <i>market rules</i> , before you start trading in the <i>wholesale electricity market</i> and you must maintain this at the specified level at all times. Please read the 'prudential details' in section D of this form.
B	Meet EMA requirements	You must have the relevant <i>electricity licence</i> .
C	Meet the EMC's technical requirements	You must satisfy all applicable technical requirements. The <i>EMC</i> may test and inspect your equipment to ensure compliance. Successful completion of these tests is a condition for full authorisation (see section F on technical requirements).
D	Become a conditionally authorised MSSL	You must satisfy steps A, B and C to be a fully authorised <i>MSSL</i> . If you can satisfy only steps A and B, you may be conditionally authorised as an <i>MSSL</i> .
E	Meet outstanding requirements to overcome conditional authorisation	The <i>EMC</i> will advise you of your conditional registration status and will give you a deadline for meeting your outstanding requirements. You must submit all necessary certified documents to the <i>EMC</i> by this deadline. The <i>EMC</i> will advise you whether you have met all the requirements within 5 <i>business days</i> after the deadline. If you do not meet the requirements by the deadline, your conditional registration will lapse .
F	Outcome of Authorisation Application	If the <i>EMC</i> is satisfied that you meet the requirements of authorisation as a <i>market support services licensee</i> , the <i>EMC</i> will authorise you as one. <i>EMC</i> will advise you of the terms and conditions of the authorisation in an official notice. If your application is declined, the <i>EMC</i> will write to you stating the reasons.

How can I find more information?

In addition to this form and the *market rules*, you can find more information by contacting the *EMC* Market Administration Team by telephone +65 6779 3000. Alternatively, you may visit the *EMC* website at <http://www.emcsg.com>.

Please print clearly. Illegible writing or incomplete forms may delay the processing of your application.

A. REGULATORY DETAILS

1. Do you hold an *electricity licence* that permits you to engage in and provide *market support services*? Yes No

2. *Electricity licence number* _____

B. BUSINESS DETAILS

3. Organisation name (in full) _____

4. Business Registration Number _____

GST Registration Number _____

5. Mailing address _____

6. Telephone: _____

7. Facsimile: _____

8. Website: _____

C. ORGANISATIONAL CONTACTS

9. Meter Data Management Manager

	Manager	Alternate contact
Full Name		
Tel/Mobile		
Email Address		
Fax		

10. Finance/ Accounts Manager

	Manager	Alternate contact
Full Name		
Tel/Mobile		
Email Address		
Fax		

11. Electricity Market Liaison Manager

	Manager	Alternate contact
Full Name		
Tel/Mobile		
Email Address		
Fax		

12. Settlements Manager

	Manager	Alternate contact
Full Name		
Tel/Mobile		
Email Address		
Fax		

13. IT Systems Manager

	Manager	Alternate contact
Full Name		

D. PRUDENTIAL DETAILS

Current credit types as described in Market Rules

Banker's Guarantee or Letter of Guarantee: This must be provided by an acceptable banking institution (Appendix 1), must be an obligation in writing and governed by Singapore law as referred to in section 7.6.2.1 and 7.6.3.1 of Chapter 2 of the *market rules*. The guarantee must be executed as a deed and per the format set out in Appendix 3 and should be valid for at least one year (or provide for automatic renewal). The guarantee should name the *EMC* as beneficiary without restrictions and should also allow partial drawings and claim on demand by the *EMC* up to the amount required as credit support under the *market rules*.

Cash deposits: For cash deposits, they must be in the form of cash deposits made with *EMC* by or on behalf of the market participant as referred to section 7.6.2.3 of Chapter 2 of the *market rules*.

Singapore Government T-bills: As referred to section 7.6.2.4 of Chapter 2 of the *market rules*, they must be made with the *EMC* by or on behalf of the market participant. *Market participants* should permit drawings and claims by the *EMC* in full. Such Government T-bills shall be valued as cash at their current market value less 2% to take into account the potential eroding effects of interest rate increases.

14. Are you a participant in the existing Singapore Electricity Pool (SEP)?

Yes (Go to 15 below) No (Go to 16 below)

15. If yes, please provide the following:

15.1 Settlement Account Name/Code: _____

15.2 Total months of operation to date in the SEP: _____

15.3 Average monthly settlement amount for this period: \$ _____

15.4 Highest settled amount during this period: \$ _____

E. CREDIT SUPPORT

16. What is your intended type of credit support?

- Banker's Guarantee
- Cash deposits
- Singapore Government Treasury bills

17. Computation of Initial credit support requirement

Please provide us a computation of your credit support requirement which should be no less than your credit support value. Your credit support value should be equal to your Estimated Average Daily Exposure X 30 days. Your Estimated Average Daily Exposure should be determined in accordance with the *EMC* market manual on Prudential requirements (Chapter 2 Participation)

F. TECHNICAL REQUIREMENTS

Important notes for this section:

You must satisfy the following conditions before you can be fully authorised:

- a) Certify to the *EMC* that you meet the technical requirements as set out in the *market rules*, in this section and in Appendix 2; and
- b) Ensure your facilities (if applicable) meet technical requirements for connection (as specified in any applicable connection agreement and the Transmission Code)
- c) have at least one telephone line dedicated to communication with PSO's control center.

The *EMC* may conduct tests and inspections of your equipment to ensure it complies. Additionally, the *Power System Operator* and the *transmission licensee* may test your equipment for compliance.

18. Do you confirm that you meet all these technical requirements?

- Yes No (go to Q19)

19. If you don't meet all/or some of the technical requirements at date of your application, please specify which requirements are not met, and when you expect to meet them.

G. SUPPORTING DOCUMENTS REQUIRED

You must provide certified true copies of the following documents with your application form before they can be processed:

- Business profile report of the Company issued by the Accounting and Corporate Regulatory Authority of Singapore
- Your Company's directors' resolution to participate in the *wholesale electricity market* and authorisation of person to sign application on behalf of Company.
- Relevant *electricity licence* from the EMA
- Relevant agreement with *transmission licensee*
- Audited financial statements for the last 3 years
- Computation of initial credit support requirement

The following need not be submitted together with this application but must be provided before you can be registered.

- Banker's Guarantee or Letter of Guarantee from a bank listed in 'Acceptable Banks' in Appendix 1.
- Singapore Government Treasury bills.

H. COVENANT AND DECLARATION

I/We, the undersigned applicant(s), having read and fully understood the Singapore Electricity Market Rules (the 'Rules'), the Companies Act (Chapter 50) (the "CA"), and any other applicable laws, codes, rules, procedures or policies that are relevant to or regulate the Singapore Electricity Market or the electricity industry (the 'Laws'), and/or having had the benefit of relevant independent legal advice, hereby apply to become authorised for the purpose of participating in the Singapore Electricity Market as a Market Support Services Licensee under the Electricity Act 2001 of Singapore (the 'Act') and covenant to comply with and be legally bound by the Act, the Rules, the CA and the Laws (as the same may be amended from time to time).

I/We, the undersigned applicant(s), further hereby declare that the information provided by me/us in this form is both true and accurate to the best of my/our knowledge, information and belief and hereby covenant to be subject to any sanctions, penalties or orders as may be imposed by the relevant authorities under the Act, the Rules, the CA, or the Laws, in the event that such information is found to be untrue, misleading or inaccurate by the relevant authorities.

I/We, the undersigned applicant(s), further hereby covenant to be legally bound by the relevant dispute resolution provisions under the Rules, in the event that this application for authorisation is denied and a dispute arises from such unsuccessful application.

Signed for and on behalf of the Applicant by:

Signature: _____

Name: _____

Position: _____

Date: _____

I. EMC'S DISCLAIMER

Energy Market Company Pte Limited ("*EMC*") has produced this publication for use in connection with the Singapore Electricity Market. This publication is not a substitute for and should not be read in lieu of the Singapore Electricity Market Rules or any other applicable laws, codes, rules, procedures, manuals or policies that are relevant to or regulate the Singapore Electricity Market or the electricity industry. The contents of this publication do not constitute legal or business advice and should not be relied upon as a substitute for obtaining such advice.

EMC, its directors and employees, subsidiaries, associates and affiliates make no representations, endorsements or warranties of any kind whatsoever in relation to the contents of this publication, and in no event shall *EMC*, its directors and employees, subsidiaries, associates and affiliates be liable to any party for any damages, claims, expenses or losses of any kind arising from or in connection with any use of or reliance on the accuracy, availability, currency, title, non-infringement, quality, reliability, suitability and completeness of the contents of this publication.

Any modifications or amendments to this publication shall be made in accordance with the relevant provisions of the Singapore Electricity Market Rules.

APPENDIX 1

List of acceptable banks:

- Local or foreign banks rated “A” or better by Standard & Poor’s (S&P)
(S& P Website: [www.standardpoor.com/RatingsActions/Ratingslists/Financial Institutions/Index.html](http://www.standardpoor.com/RatingsActions/Ratingslists/Financial%20Institutions/Index.html))

APPENDIX 2

EMC’s testing and certification of technical requirements

The following tests must be carried out successfully for the *EMC* to certify the *MSSL*’s system. These tests will be carried out in conjunction with the *EMC*.

These tests will certify that the *MSSL*:

- can access private and public market information provided by the *EMC*. Where private information is specific to the *MSSL* alone, it will not be available to other *market participants*.
- is able to communicate securely with the *EMC*.
- is able to provide metering data:
 - a) to the *EMC* via the *electronic communications system*
 - b) to the *EMC* via the backup communication mechanism identified in the associated *market manual*.
- is able to receive confirmation of successful delivery to the *EMC* of information (regarding metering and/or vesting contracts) from the *EMC*.
- is able to confirm receipt of successful delivery of information (such as USAP prices) from the *EMC*.

If the *MSSL* provides *vesting contracts* to the *EMC*, these tests will also certify that the *MSSL*:

- is able to submit *vesting contracts*:
 - a) to the *EMC* via the *electronic communications system*.
 - b) to the *EMC* via the backup communication mechanism identified in the associated *market manual*.

APPENDIX 3

SAMPLE BANKERS' GUARANTEE APPROVED BY EMC

[On the letterhead of the guarantor financial institution]

DATE: []

ENERGY MARKET COMPANY PTE LTD
9 Raffles Place
#22-01 Republic Plaza
Singapore 048619

Dear Sirs,

BANKER'S GUARANTEE NO.[*number*] FOR S\$[*state amount in numbers*]

1. Pursuant to your obtaining an electricity licence authorising you to operate any wholesale electricity market in Singapore and your entering into the Market Rules under the Electricity Act 2001 of Singapore (the "Rules") which set out and govern the trading of electricity in Singapore, we, [*name of guarantor financial institution*], having our registered office at [*address*], hereby guarantee and undertake unconditionally and irrevocably to you the due payment of any and all sum or sums payable under the Rules by [*name of market participant*] (the "Principal") and will pay to you immediately on your first written demand or respective written first demands in respect of each such sum demanded provided that our total liability under this Guarantee shall not exceed in aggregate SINGAPORE DOLLARS [*state amount in words*] (the "Maximum Sum").

2. Every such of your written demand shall be accompanied by your signed statement reading as follows:-

"WE, ENERGY MARKET COMPANY PTE LTD, hereby certify to you that the amount of S\$ [*state amount in numbers*] represents and covers the current outstanding obligations due and payable to us by [*name of market participant*] pursuant to the Rules."

This Guarantee shall not be affected by any time, arrangement or other indulgence which you may grant to the Principal, or with any other person which might operate to diminish or discharge the liability of or otherwise provide a defence to a surety.

3. You shall have the right to demand payment at any time under this Guarantee to be made in SINGAPORE DOLLARS subject to the Maximum Sum. This Guarantee shall remain in full force and effect until all sums whatsoever payable by the Principal under the Rules are fully paid.

4. Without prejudice to the provisions in clauses 1 to 3 above, upon your written demand for payment as aforementioned, we shall:-

- a in respect of any demand made before 12.00 noon local time at our office on any banking day, accept and honour your demand on or before 3.00 pm, local time of the same day;
- b in respect of any demand made after 12.00 noon local time at our office but on or before 5.00 pm local time at our office, accept and honour your demand on or before 11.00 am local time of the next banking day following presentation of your demand;

by paying you in funds immediately available the full amount of your demand.

5. We agree that any written demand furnished by you to us under clause 2 shall be conclusive evidence that the said sum or sums referred to therein is/are due and payable to you by the Principal. We further agree that this Guarantee shall be effective from [date] to [date] (hereinafter called the "expiry date"). Demands, if any, must be made in writing and received by us at our [Banker's Guarantee Section] at [address]

on or before the expiry date. Thereafter this Guarantee shall automatically cease to have any effect whatsoever, whether or not it is returned to us for cancellation.

6. You may make more than one claim under this Guarantee so long as the claims are made in accordance with the terms set out herein and the total amount of the claims does not exceed the Maximum Sum.

7. This Guarantee is non-assignable.

8. This Guarantee shall be governed by and construed in all respects in accordance with the laws of the Republic of Singapore and all parties hereby agree to submit to the exclusive jurisdiction of the Courts of Singapore.

SIGNED, SEALED AND DELIVERED for and on behalf of the GUARANTOR

[name of guarantor financial institution in capital letters]

by its Attorney(s):

[name]
[designation]

[name]
[designation]

acting under a Power of Attorney dated [date] (a copy of which was deposited in the Registry, Supreme Court, Singapore on the [] day of [] [2002] and registered as No.[registration number] of [2002])

in the presence of:

[name of witness]