

SCHEDULE 1 – PARTICIPANT AGREEMENT – CARBON – FOR ALL PARTICIPANTS EXCEPT FOR VIEW ONLY PARTICIPANTS

Parties

1. emsTradepoint Limited (**emsTradepoint**); and

2. Name of Company: _____

Address for Service: _____

(The address for service must be a New Zealand address)

Company Address: New Zealand

(If different from the address for service)

Country: _____

Facsimile Number: _____

Email Address: _____

(This is the email address that electronic communications will be sent to (other than those electronic communications transmitted through the Trading System))

Telephone Numbers and name of relevant representative:

Name: _____

Telephone Number: _____

(These are the telephone numbers for telephone communications under the Market Rules. A maximum of three numbers may be provided.)

Registered Company (or other body corporate) number: _____

New Zealand Emissions Trading Register Holding Account number:

(Participant)

together, **Parties**

Background

A. emsTradepoint operates and maintains the Market to enable Participants to trade Units (and other Commodities) through the Trading System in accordance with the Market Rules.

B. The Participant has read the Market Rules (and all relevant supporting documentation) and wishes to participate in the Market.

Interpretation

1. The capitalised terms used in this Participant Agreement have the meaning given to those capitalised terms in the Market Rules.
2. The rules of interpretation in the Market Rules apply to the interpretation of this Participant Agreement unless otherwise indicated in this Participant Agreement.
3. Subject to the rights of any successor or permitted assigns of the Parties, no provision of this Participant Agreement creates any rights enforceable by a third party. All third party rights enforceable or implied by law are, to the extent permissible by law, excluded from this Participant Agreement.
4. References in this Participant Agreement to rules are references to rules of the Market Rules.
5. The provisions of the Market Rules that apply to or affect Participant Agreements are deemed to be incorporated into this Participant Agreement.

Access to the Market

6. emsTradePoint grants the Participant the right to access the Trading System and use the Service and the Data, in accordance with the Market Rules for the Product designated as CP-NZU and such other Products agreed between the Participant and emsTradePoint by variation to this Participant Agreement from time to time.
7. If the Participant has previously entered into a View Only Participation agreement (“the VOP”) with emsTradePoint, then this agreement will supersede all rights and obligations of both parties arising from the VOP.
8. Notwithstanding clause 6, the Participant is a *(please tick the applicable box)*:
 - Bidding Participant only
 - Offering Participant only
 - Bidding Participant and an Offering Participant
9. The Participant will only:
 - (a) make Bids if it is a Bidding Participant; and
 - (b) make Offers if it is an Offering Participant.

Rights and Obligations of the Participant

- 10. The Participant has **attached** to this Participant Agreement any information required by emsTradepoint and will provide emsTradepoint with updates as soon as said information changes.
- 11. The Participant agrees to act in accordance with this Participant Agreement, Associated Documents and Market Rules (as amended from time to time), and to comply with its obligations under, arising out of, or in connection with any of them.
- 12. The Participant warrants that it meets all the Market Access Criteria (or will be able to meet all the Market Access Criteria immediately upon becoming a Participant), and will continue to do so throughout the term of this Participant Agreement.

Termination

- 13. This Participant Agreement may be terminated in accordance with the Market Rules.

Applicable Law and Competent Court

- 14. This Participant Agreement is governed exclusively by the laws of New Zealand.
- 15. All disputes between emsTradepoint and the Participant which may arise out of or in connection with this Participant Agreement and/or the Market Rules will be settled in accordance with the relevant provisions in the Market Rules.

Agreed and signed in duplicate and initialled on all pages by authorised representatives of the Participant and emsTradepoint:

SIGNED on behalf of **EMSTRADEPOINT LIMITED** by:

SIGNED on behalf of _____ by:

Signature of authorised representative

Signature of authorised representative

Name of authorised representative

Name of authorised representative

Date: _____

Date: _____

*Applicant who wishes to become a Bidding Participant and/or Offering Participant to **attach**:*

- *Names of the persons who will be responsible for managing the Applicant's trading of Units through the Trading System if the Applicant becomes a Participant*

- *Sufficient information to enable emsTradepoint to determine whether the Applicant meets (or will be able to meet all the Market Access Criteria immediately upon becoming a Participant)*

*Applicant who wishes to become a Bidding Participant to **attach** (in addition):*

- *Proposed Collateral Limit (subject to emsTradepoint acceptance)*
- *Bank Guarantee (or alternative means of satisfying Prudential Assurance as required by emsTradepoint)*

*All Applicants to **attach**:*

- *Any other information required by emsTradepoint at the time of application to become a Participant (without prejudice to emsTradepoint's right to request further information after application)*