

**APPENDIX A**

**FORM OF PARTICIPANT AGREEMENT**

- 1.0 This Participant Agreement (“Agreement”), dated as of \_\_\_\_\_, is entered into, by and between Southern Company Services, solely as agent and on behalf of SEEM Members, the Southeast EEM Agent acting in its capacity as the agent of the Members of the Southeast Energy Exchange Market (“Southeast EEM”) and \_\_\_\_\_ (“Participant”).
- 2.0 The Participant and Southeast EEM agree that this Agreement shall incorporate, in their entirety, Appendix B to the Southeast EEM Agreement (“Southeast EEM Market Rules”), designated as Alabama Power Company’s Market Based Rate Tariff, Rate Schedule No. 1011, Southeast EEM Agreement, and the Southeast EEM Manuals. Any term not defined herein shall have the meaning ascribed to it in the Southeast EEM Market Rules. In the event of any conflict between this Agreement and the Southeast EEM Market Rules, the Southeast EEM Market Rules shall control.
- 3.0 The Participant has submitted an application for participation in the Southeast EEM and has been determined by the Southeast EEM to meet all requirements of being a Participant as defined in the Southeast EEM Market Rules. The Participant warrants that all information submitted in the application is true and accurate.
- 4.0 The Participant agrees to be bound by and accepts all of the terms of the Southeast EEM Market Rules and the Southeast EEM Manuals, as both may be amended from time to time. Any amendments to the Southeast EEM Market Rules or the Southeast EEM Manuals are automatically and without further action incorporated into this Agreement.

- 5.0 The Southeast EEM agrees that Participant shall be deemed a “Participant” under the terms of the Southeast EEM Market Rules, with all rights of participation and access to the Southeast EEM System afforded Participants under the Southeast EEM Market Rules.
- 6.0 The Participant shall supply the Southeast EEM Administrator with any and all information deemed reasonably necessary for the administration of the Southeast EEM System.
- 6.1 The Participant acknowledges and agrees that it will not provide information posted in the confidential section of the Southeast EEM Website to any employee of itself or an affiliate engaged in Marketing Functions, where Marketing Functions shall be those meeting the definition found at 18 C.F.R. Section 358.3(d), except that for purposes of this Agreement Marketing Functions shall also refer to the functions described in that provision even if the entity performing those functions is not a public utility subject to FERC jurisdiction. The Participant shall identify to the Southeast EEM Administrator all employees who may access the confidential portion of the Southeast EEM Website, and certify that such employees are not engaged in Marketing Functions, and the Southeast EEM Administrator will grant access to the confidential portion of the Southeast EEM Website only to such employees. The Participant shall be responsible to ensure that the Southeast EEM Administrator is notified before any such employee commences engagement in Marketing Functions such that access to the confidential section of the Southeast EEM Website can be revoked.

- 6.2 To the extent the Participant holds Market-Based Rate authority, the Participant acknowledges that it is obligated to provide accurate and factual information, and must exercise due diligence to avoid providing false or misleading information or omitting material information, in any communications with the Southeast EEM Administrator or the Market Auditor related to its participation in the Southeast Energy Exchange Market.
- 7.0 Either Party can assign or transfer any or all of its rights and/or obligations under this Agreement upon thirty (30) days written notice. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 8.0 An event of “Force Majeure” means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, pandemic, epidemic, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities or any other cause beyond a Party’s control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither the Southeast EEM Agent, the Southeast EEM, the Members, nor the Participant will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement.

## EXECUTION VERSION

- 9.0 The Participant shall at all times indemnify, defend, and save the Southeast EEM System, the Southeast EEM Agent and the Southeast EEM Administrator harmless from, any and all damages, losses, claims, including claims and actions relating to demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Southeast EEM Agent's or Southeast EEM Administrator's, as applicable, performance of its obligations under this Agreement and the Southeast EEM Market Rules, except in cases of negligence or intentional wrongdoing by the Southeast EEM Agent or Southeast EEM Administrator, as applicable.
- 10.0 This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of Delaware.
- 11.0 This Agreement shall be effective upon execution by both parties and shall remain in full force and effect until terminated pursuant to Sections 12 or 13 of this Agreement.
- 12.0 The Southeast EEM may terminate this Agreement by providing written notice of termination to the Participant in the event the Participant commits a material violation of its obligations under the terms of the Southeast EEM Market Rules which, if capable of being remedied, is not remedied within thirty (30) days after the date the Southeast EEM has given the Participant written notice of the violation, unless excused by reason of Force Majeure as provided in Section 8 of this Agreement.
- 13.0 The Participant may terminate this Agreement upon thirty (30) days written notice to the Southeast EEM.

**EXECUTION VERSION**

14.0 Upon termination of this Agreement for any reason, Participant shall not have access to the Southeast EEM System, nor be entitled to submit Bids or Offers thereunder.

15.0 This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

16.0 Any notice or request made to either of the Parties to this Agreement shall be made to the following representatives:

	<u>Southeast EEM</u>	<u>Participant</u>
	Adrienne Collins	
Title:	<u>SVP, Power Delivery</u>	_____
Address:	<u>600 18th St N P O Box 2641</u>	_____
	<u>Birmingham, AL 35203</u>	_____

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective authorized officials.

Southeast EEM Agent: Southern Company Services, as agent for Alabama Power Company, Georgia Power Company, and Mississippi Power Company

	<u>Southeast EEM</u>	<u>Participant</u>
By:	_____	By: _____
Name:	<u>Adrienne Collins</u>	Name: _____
Title:	<u>SVP, Power Delivery</u>	Title: _____
Date:	_____	Date: _____