General Terms of Market Support Agreements for EEX Emissions Market Initiatives

A. General

EEX AG is the holder of the license to run the European Energy Exchange (Exchange). Global Environmental Exchange GmbH (GEEX) conducts operational services for EEX AG with respect to the Exchange. The Market Support Agreement in all EEX Emissions Market Initiatives (Initiatives) is therefore concluded between EEX AG, GEEX and Market Supporter (each a "Party" and together the "Parties"). Market Supporters in an Initiative accept all terms outlined below.

GEEX	Global Environmental Exchange GmbH
Street , Number	Augustusplatz 9
Postal Code, City	04109 Leipzig
Country	Germany
TIN / VAT number (EU country)	DE289489217

EEX AG	European Energy Exchange AG
Street , Number	Augustusplatz 9
Postal Code, City	04109 Leipzig
Country	Germany
TIN / VAT number (EU country)	DE222118427

B. Market Support Services and Compensation

1. The market support to be provided by the Market Supporter in the respective Initiative and the compensation to be paid in return are laid down in the respective individual agreements.
2. Any compensation is always conditional on Market Supporter – or the trading participant of EEX through which the Market Supporter in line with its respective individual agreements with EEX trades – being admitted to the Exchange and Market Supporter being licensed by the Exchange for such activity with a valid contract.
3. Trades must be identifiable for the EEX Market Operations Department by use of:
    a. For EEX members:
        i. The EEX membership identification number (EEX Member ID).
        ii. The EEX trader identification number (EEX Trader ID); or
    b. For non-members:
        i. The EEX Member ID of the EEX member which provides access to the Market Supporter.
        ii. The EEX Trader ID used by the Market Supporter.
        iii. The customer reference of the Market Supporter provided by the EEX member who provides access.

C. Performance Measurement

A performance measurement is carried out by the EEX Market Operations Department after the end of the respective calendar month, and is forwarded to the Market Supporter thereafter.

D. Credit Note

1. If the performance measurement by the EEX Market Operations Department shows that the Market Supporter has duly provided the market support in its Initiative in the respective month, GEEX will issue a credit note in accordance with Section B and the respective individual agreements. GEEX will issue the credit notes on a monthly M+1 basis in accordance with the parameters of the respective initiative. Under the Monthly Volume Initiative GEEX will issue the first credit note in the month following the month with first exceeding of threshold.
2. Each party will notify the other Parties if it ceases to be a taxable person within the meaning of EC Directive 2006/112/EC and in case of amendments of invoicing and/or payment details.

F. Term and termination

1. The Market Support Agreement will be effective – if not specified otherwise in the individual agreement – as of the date EEX AG receives the signed confirmation of trading participant that it agrees to become a Market Supporter.
2. Each Party shall have the right to terminate the Market Support Agreement upon two week's written notice to the end of the calendar month.
3. The Market Support Agreement expires automatically either in case the Market Supporter is inactive with no trades in the entire emissions secondary market for a period of 12 months or in case of a 18 months period with no compensation being earned by the Market Supporter.

G. Confidentiality

1. The Market Supporter shall not disclose any information related to the Initiative, its role as a Market Supporter and its Market Support Agreement to any third party (except affiliates, agents and professional advisors) without the prior consent of the other Parties which shall not be unreasonably delayed, refused or withheld.
2. Nothing herein shall prevent disclosure required by court of law or order of a regulatory authority provided prior notice thereof is given to the other Parties, where permitted.

H. Liability

1. There shall be no further claims in case the Market Supporter does not perform its obligations. To the extent legally permissible, GEEX, EEX AG and Exchange shall not invoke or impose any regulatory remedies or actions as a result of a violation or non-performance of an obligation or a duty under this Agreement by the Market Supporter.
2. No Party shall be liable to another Party for damages, except in the case of gross negligence or wilful misconduct by such Party's own personnel or third parties acting on its behalf.

3. EEX AG, GEEX and Exchange shall not be liable for damages for any losses incurred due to interruption of their operations as a consequence of Force Majeure, riot, acts of war or natural disasters or other events for which EEX AG, GEEX and Exchange are not responsible (e.g. strikes, lock-outs, disruptions of communications) or that may result from the actions of domestic or foreign governmental authorities. The same shall apply with respect to damage and losses suffered by the Market Supporter or a third party as a consequence of technical problems or of the full or partial unavailability of the system or of the equipment of EEX AG, GEEX and Exchange or as a result of the disruption of data transmission, as well as with respect to damage caused through trading outside the system of the European Energy Exchange, or as a result of errors in data entry for purposes of trading, settlement and management of margin, in each case to the extent that such damages were not caused by the intentional conduct or gross negligence of EEX AG, GEEX and Exchange.

4. The Parties´ liability for damages shall, regardless of its legal basis, be limited to the typical and foreseeable damage. No Party shall be liable for the lost profits or savings of the other Party or any third party.

I. Miscellaneous

1. Market Supporter must, in its operations related to transactions contemplated hereunder, observe the European Energy Exchange Rules and Regulations and various provisions of the German Exchange Act in their respective valid version.

2. Market Supporter permits, to the extent reasonable and practicable, any qualified European Energy Exchange market surveillance personnel and/or European Energy Ex-change auditor to check the integrity of all Market Supporter -registered or -executed trades on the European Energy Exchange hereunder.

3. Nothing in the Market Support Agreement is intended or shall be construed to grant a power of attorney, create an agency or a partnership between the Parties or a subset thereof. Accordingly, except as expressly authorized in the Market Support Agreement, no Party shall have any authority to act or make representations on behalf of another Party without the prior express written permission of this Party, and nothing in the Market Support Agreement shall impose any liability on a Party in respect of any liability incurred by another Party to a third party.

4. The Agreement does not establish any rights of third parties against one of the parties hereto.

5. No Party may assign or transfer the Market Support Agreement, in whole or in part, without the prior written consent of the other Parties.

6. The Market Support Agreement constitutes the entire understanding between the Parties relating to the subject matter thereof and, save as may be expressly referred to or referenced by the Market Support Agreement supersedes all previous conditions, understandings, commitments, agreements or representations whatsoever whether oral or written relating to the subject matter hereof except in respect of any fraudulent misrepresentations made by a Party.

7. The Market Support Agreement can only be amended on the basis of an express written agreement. This shall also apply with regard to an amendment of this requirement of the written form.

8. In case individual provisions of the Market Support Agreement are or should become ineffective or unenforceable, the validity of the remaining provisions of the Market Support

Agreement shall not be affected. The ineffective or unenforceable provision shall be replaced by an effective and enforceable provision corresponding as closely as possible to the commercial aim of the ineffective or unenforceable provision. The same shall apply with regard to loopholes requiring regulation.

9. The Market Support Agreement shall be governed, construed and shall take effect in accordance with German Law. Place of jurisdiction is Leipzig, Germany.