

General Terms and Conditions of European Energy Exchange AG for EEX Group DataSource Services

As of 01 October 2018

1. Duration of the Contract

- 1.1 The contract on EEX Group DataSource Services shall enter into force once it has been undersigned and shall run until 31/12 of the following calendar year.
- 1.2 The contract shall extend for one (1) further calendar year each time, unless it is terminated in writing vis-à-vis the other party by giving two (2) months' notice to the end of the respective calendar year.

2. Rights of Use

- 2.1 EEX AG shall grant the Orderer a global, non-exclusive right of use in relation to the booked DataSource Products for the duration of this contract. Any use of the DataSource Products in whole or in part shall only be permitted in countries in which such use does not infringe the applicable laws.
- 2.2 Any Reverse Engineering of the DataSource Products shall be prohibited.

3. Obligations of EEX

- 3.1 EEX AG undertakes to make the booked DataSource Products accessible to the Orderer as soon as EEX AG received them from the supporting companies, with due care and expertise. Following the calculation of the market results or compiling of the delivered data, all DataSource Products shall be provided via third-party suppliers. In doing so, the Orderer has no entitlement to the DataSource Products at a specific point in time. EEX AG shall make the DataSource Products available to all Orderers in the same quantity and quality (regarding continuity, accuracy and scope). EEX AG points out that any use of the booked modules by the Orderer shall be at one's own risk and that the DataSource Products are offered "as is" and "as available". All specifications of quotations and indices provided by the stock exchanges shall be without liability.
- 3.2 Following the calculation of the market results, the current information of the respective day shall be provided on the SFTP server or via application programming interface (API) and shall be available there or on the website 24/7. EEX AG reserves the right to interrupt the transfer of information for the period required for technical reasons.

4. Obligations of the Orderer

- 4.1 The Orderer shall create an account in the log-in area of the EEX Group Webshop. The Orderer shall be responsible for maintaining and updating its master data. Incorrect particulars shall be to its detriment.
- 4.2 The Orderer agrees that the e-mail addresses indicated in its account as part of the registration may be used to transmit all notifications effected subsequent to the conclusion of the contract. Exceptions to this shall only include statements for which a specific form is provided for by law and the termination of the contract, notice of which must be given in writing.
- 4.3 The Orderer must ensure that it meets the technical conditions required to receive the DataSource Products.
- 4.4 To retrieve the provided files from the SFTP server, the Orderer must not establish more than four (4) concurrent connections and must not access individual files more than once every ten seconds. If EEX AG notes more frequent accesses, EEX AG shall be entitled to define a reasonable restriction.
- 4.5 If the Orderer is entitled to provide free access to the contents of the booked DataSource Products on websites or the like, it must take appropriate technical precautions to prevent any unauthorised downloading. Appropriate technical measures shall include, in particular, using flash technology, encrypted JAVA scripts or generating copy-protected PDF files. This shall apply to Delayed Data and Real-time Data in any case, even if they are not freely accessible.
- 4.6 If external third parties (service providers) have access to the booked DataSource Products (regardless of the type of use and the purpose of access), they must be obligated to comply with the contractual terms in the same manner as the Orderer.
- 4.7 The Orderer shall be obliged to inform EEX AG in writing as of 31/05 of each calendar year of the manner in which, and the extent to which, the booked DataSource Products are used.

5. Copyrights

- 5.1 The copyrights and Intellectual Property Rights to the stock exchanges' data contemplated herein shall be reserved by the respective supporting companies.
- 5.2 The compilation of the data as such shall be protected as a database or database work within the meaning of Sections 4 (2) and 87a (1) UrhG (German Act on Copyright and Related Rights). All industrial property rights and positions similar to property rights of any kind, as well as edits, amendments and further developments at the time of the conclusion of the contract shall remain the respective property of the supporting companies until the date of termination of the contract.
- 5.3 Any right of use to the surrendered data shall be granted only to the extent that the Orderer is entitled acc. to clause 2. The terms of this contract shall not comprise any transfer of Intellectual Property Rights to the Orderer.

- 5.4 EEX AG shall grant the Orderer a free and non-exclusive, non-transferable and non-sublicensable right to use the “EEX” trademark and rights to the products of EEX AG, the “EPEX SPOT” trademark and rights to the products of EPEX SPOT SE, the “CLTX” trademark and rights to the products of CLTX Pte. Ltd. as well as the “PWX” trademark and rights to the products of PWX SAS as part and for the duration of this contract. The Orderer undertakes to use the supporting companies’ trademarks only in the manner and to the extent required as part of this contract and to refer to the trademark ownership each time the trademarks are mentioned by using the ® sign (“*R in the circle*”) and a suitable indication (example: “*Phelix* is a registered trademark of European Energy Exchange AG.”).
- 5.5 If any industrial property right of any party, namely the citation right, is cancelled, denied, restricted or declared void later, this shall not affect the effectiveness of the contracts concluded. The affected party may create another property right or effect that the previous property right will be replaced by another effective one. The parties shall immediately agree on any necessary amendments to the contract. In addition, the affected party shall immediately notify the other party of any amendments. Apart from that, the parties shall neither infringe nor allow third parties to infringe the respective other party’s property rights or support third parties in such infringements in any manner whatsoever.
- 5.6 The copyrights and Intellectual Property Rights shall not be affected by any termination of the contract or blocking of the access.

6. Extraordinary Termination

- 6.1 Extraordinary termination shall be conditional upon the terminating party immediately notifying the other party in writing of any potential contractual infringement and the other party failing to pursue such infringement within one (1) month and, where a contractual infringement exists, to remedy it within the one-month time limit. Such right shall not affect the other rights of the terminating party, including the right to claim damages.
- 6.2 If an effective extraordinary notice of termination is given by one of the parties, the Orderer shall receive a credit note for the proportional annual fee for the full months of the current year following effectiveness of the termination.

7. Amendments to the Contract Terms, Prices and SOW

- 7.1 EEX AG shall be entitled to make amendments to the General and the respectively applicable Special Terms and Conditions and price increases within a time limit of two (2) months to the end of the month.
- 7.2 EEX AG shall be entitled to amend the content scope and format of the data provided on the SFTP server or via application programming interface (API) as well as the content-related scope of the available information, unless this results in the Orderer being objectively put in a worse

position compared to and no significant deviation is made from the SOW (statement of work) involved upon the conclusion of the contract. This shall apply, in particular, to the retention or improvement of functionalities, the introduction of new commercial products as part of existing DataSource Products and calculations.

- 7.3 The amendments under clauses 7.1 and 7.2 shall be transmitted electronically to the Orderer. Unless the Orderer terminates the contract in writing giving one (1) month notice from receipt of the amendment notice, the amendments shall become part of the contract. If the Orderer gives notice of termination, clause 6.2 shall apply mutatis mutandis. If prices are increased by up to five percent (5%) of the contractually agreed fee, the Orderer shall not be entitled to any extraordinary right of termination according to sentence 2 of this paragraph.
- 7.4 If EEX AG discontinues the provision of individual DataSource Products (e.g. because the product is no longer traded), the obligation to pay a fee for such product shall cease to apply as of the date the provision of information is discontinued. In this case, the Orderer shall not be entitled to any extraordinary right of termination. If the DataSource Product discontinued by EEX AG is the sole DataSource Product of the contract, the contract shall end upon discontinuation of the provision of information without the parties being required to terminate the contract. Clause 6.2 shall apply mutatis mutandis. Any further-reaching claims of the Orderer shall be excluded.

8. Obligation to Pay a Fee, Contractual Penalty, Damages

- 8.1 The fee shall be paid annually in advance, within 21 days after receipt of the invoice. This shall also apply in the year the contract is concluded, with the amount to be paid being calculated pro rata temporis from the start of the contract to 31/12 of the relevant year. The activation of the DataSource Products available in the log-in area of the EEX Group Webshop shall only occur after receipt of payment.
- 8.2 In any case of default of payment by the Orderer, EEX AG shall be entitled to block or, in the case of clause 8.1, to keep the access to the booked DataSource Product blocked and to terminate the contract extraordinarily by giving two (2) months' notice to the end of the month. If EEX AG receives the payment within the notice period, the access shall be unblocked and the termination shall be withdrawn. If effective notice of termination is given, clause 6.2 shall apply mutatis mutandis.
- 8.3 In the case of any infringement of the obligation to notify according to clause 4.7, a contractual penalty of ten (10) percent of the respective annual contract volume shall become due, unless the Orderer has subsequently filed the Customer list within fourteen (14) days after a written request issued by EEX AG at the latest. In the course of providing evidence according to clause 4.7, EEX AG may make a corresponding adjustment by classification in a different price group. Clause 9.5 shall apply accordingly.

9. Audit

- 9.1 EEX AG shall be entitled to conduct an audit at the Orderer's premises by giving one (1) month's notice. The audit shall take place during the Orderer's usual business hours and no more than once a year.
- 9.2 The Orderer must grant the auditor of EEX AG access to its premises and must allow for such auditor to gain a comprehensive idea of the manner in which the Orderer uses the booked DataSource Products and whether the agreed right of use is respected.
- 9.3 EEX AG undertakes to protect the Orderer's trade and business secrets and to keep the confidentiality of any information of which it gains any knowledge during the audit. Stipulations of the Orderer regarding (data) security, confidentiality and occupational safety shall be observed by the auditor to a reasonable extent, provided that they had been surrendered to EEX AG in writing beforehand. The audit results shall be subject to the contracting parties' confidentiality.
- 9.4 EEX AG shall bear the audit costs, unless the audit shows that the Customer did not behave in compliance with the contract and the owed fees deviate from the fees actually paid by more than 25%.
- 9.5 In the case of any over-licensing or under-licensing, the annual fee for the current calendar year shall be adjusted, unless the Orderer is able to demonstrate that such over-licensing or under-licensing has been existing since a certain point in time. In this case, the fee adjustment shall apply from such point in time.

10. Limitation of Liability

- 10.1 The information and notifications contained in the DataSource Products shall exclusively serve as information and shall not constitute investment counselling. None of the information shall establish an offer for sale or shall constitute advertising for offers for the purchase of products traded at the stock exchanges.
- 10.2 EEX AG shall be liable without limitation, provided that the cause of damage is based on wilful intent or gross negligence. Furthermore, EEX AG shall be liable for the slightly negligent infringement of essential contractual obligations, whose infringement jeopardises the contractual purpose, or for the negligence of contractual obligations, whose fulfilment enables proper implementation of the contract in the first place and on compliance with which the Customer may regularly rely. In this case, however, EEX AG shall be liable only for the foreseeable, contract-typical damage. EEX AG shall not be liable for the slightly negligent infringement of any obligations other than the ones specified in the sentences above. The limitations of liability above shall not apply to any injury to life, body and health and pursuant to the German Product Liability Act.

- 10.3 EEX AG shall not assume any warranty or guarantee that the DataSource Products will be delivered free of interruptions, delays, omissions or errors (“Errors”). EEX shall not be liable for transmission errors or transmission failures attributable to lacking technical requirements of the Orderer either.
- 10.4 EEX AG and the Orderer shall not be liable for any damage caused by force majeure, riot, war or natural disasters or other events outside their sphere of influence (e.g. strikes, lockouts, traffic disruptions, decrees of domestic or foreign authorities) as well as technical problems through no fault of their own, such as any technical problems in connection with the transfer of the DataSource Products that are based on computer problems outside the control of EEX AG. Computer viruses and targeted hacker attacks are to be considered as force majeure, provided that appropriate safeguards have been put in place.
- 10.5 EEX AG shall not be liable for any damage suffered by the Orderer, its Customers, the Customer’s Customer or third parties in connection with using any DataSource Products provided within the contractual scope.

11. Final Provisions

11.1 Confidentiality

11.1.1 The contents of the booked DataSource Products shall not be deemed confidential.

11.1.2 Any information of EEX AG that is not the content of the booked DataSource Products and is communicated to the Orderer with regard to its business, technology or Customers, must be handled confidentially. This shall also apply to communications and notifications provided by EEX AG to the Orderer to enable the Orderer to distribute the booked DataSource Products to its Customers in both unrevised and revised form. In particular, the Orderer undertakes to not share any information and notifications of EEX AG, e.g. dates for the launch of new commercial products or markets, before such contents are made public by EEX AG itself through press releases.

11.1.3 The aforementioned limitations shall not apply if disclosure is required by law or ordered by a court.

11.1.4 Apart from that, the current data-protection-law provisions shall apply.

11.2 Transfer of Contract

The Orderer may transfer the contract to a third party only with the prior written consent of EEX AG. EEX AG may transfer the contract, in whole or in parts, to another EEX Group entity at any time provided it is notified to the Orderer with a lead time of two (2) months.

11.3 Applicable Law / Place of Jurisdiction

This contract shall be subject to German law. The place of jurisdiction for all disputes arising from his contract shall be Leipzig.

11.4 Written Form Clause

The Orderer's rights and obligations regarding the subject matter of the contract shall be exclusively governed by the provisions of this contract and of its appendices. Verbal side agreements or assurances do not exist. This contract and its appendices may be amended only by an agreement made in written form. The same shall also apply to any modification of this written form clause.

11.5 Severability Clause

If individual provisions of this contract are or become ineffective or unenforceable, this shall not affect the remaining provisions of the contract. The ineffective or unenforceable provision shall be replaced by an effective and enforceable one which shall come closest, in particular, to the economic objective of the ineffective or unenforceable provision. The same shall apply to any loopholes requiring to be regulated.

11.6 If the contract is terminated, clause 2 (Scope of Use), clause 5 (Copyrights), clause 8 (Obligation to Pay a Fee, Contractual Penalty, Damages), clause 10 (Limitation of Liability) and clause 11 (Final Provisions) shall continue to apply.

12. Definitions

Processed Form	Use of the DataSource Products in altered form, even if the DataSource Product can no longer be identified as such (e.g. for derivative products, forecasts or price formulas).
Orderer	Contracting partner of EEX AG who is granted the right to use, publish and resell the respective booked DataSource products to the extent contractually agreed.
DataSource Product	Nature and scope shall be based on the description provided by the EEX Group Website at: www.eex.com/en/market-data/eex-group-datasource
EEX Group Webshop	Webshop on the following website: http://www.eex.com (or on any substitute or alternative website created by EEX AG and communicated by EEX AG to the Customer).
Delayed Data	Shall comprise the Commercial Data for individual trading transactions of the different spot and futures markets, which is provided with a delay of 15-20 minutes, but no End-of-day

Data.

End-of-day Data	Shall comprise the commercial data of the different spot and futures markets at the end of the trading day, but no delayed data or Real-time Data.
Intellectual Property Rights	Patents, trademarks, service marks, corporate names, copyrights, topographic rights, <i>sui generis</i> rights to databases and design rights, regardless of whether any of them have been submitted or registered, and including any applications for them, business secrets and confidentiality rights, all property rights or forms of protection of a similar character or with the same effect as those that may exist anywhere in the world.
Commercial Data	Commercial Data shall be volumes and prices of the products traded on the stock exchanges since their respective launch, unless it is Additional Data.
Group companies of the Orderer	Shall be any subsidiaries of the Orderer in which the Orderer holds directly or indirectly at least fifty (50) percent of the shares and over which the Orderer effectively exercises control. A Group shall be an affiliated enterprise within the meaning of the German Stock Corporation Act.
Customers	Any customers of the Orderer to whom the provided data is passed on, excluding, however, customers of the Orderer from other commercial transactions.
Customer's Customers	Customers of the Customers of the Orderer
Real-time Data	Shall comprise commercial data for individual trading transactions of the different spot and futures markets, which is provided with a delay of less than 15-20 minutes, but no End-of-day Data.
Reverse Engineering	Process to extract the construction elements from a DataSource Product by examining the structures to map the DataSource Product as exactly as possible.
Transparency Data	Shall comprise all available data of a fundamental nature for the generation, storage, transmission and consumption of

electricity, natural gas and LNG.

Scientific Establishment

Orderer who is a university, higher education institution or research establishment.

Additional Data

Additional Data shall be results of mathematical calculations based on commercial or Transparency Data. This may be, in particular, indices.