

## GENERAL TERMS OF CONTRACT FOR EEX INFO-PRODUCTS

### PREAMBLE

These terms and conditions apply as of 1 January 2018 with regard to all subscriptions regarding Info-Products existing at that time and ordered as of that time.

The **European Energy Exchange** (“**EEX**”) is a trading platform which is operated by EEX AG with registered offices in Leipzig.

**EPEX SPOT** is a trading platform operated by EPEX SPOT SE with registered offices in Paris.

**Powernext** (“**PWX**”) is a trading platform operated by Powernext SAS with registered offices in Paris.

**ClearTrade Exchange** (“**CLTX**”) is a trading platform operated by Cleartrade Exchange Pte. Ltd. with registered offices in Singapore.

**POWER EXCHANGE CENTRAL EUROPE** (“**PXE**”) is a trading platform operated by Power Exchange Central Europe, a. s. with registered offices in Prague.

**EEX AG, EPEX SPOT SE, Powernext SA, Cleartrade Exchange Pte Ltd. and Power Exchange Central Europe, a. s.** are jointly referred to as the “**operating companies**” herein after.

**EEX, EPEX SPOT, Powernext SA, Cleartrade Exchange Pte Ltd. and Power Exchange Central Europe, a. s.** are jointly referred to as the “**exchanges**” herein after.

The **European Commodity Clearing** (“**ECC**”) with registered offices in Leipzig is a subsidiary of EEX AG operating a clearing house for energy and other products.

The exchanges publish the prices and volumes on their websites on every exchange trading day. Moreover, the operating companies provide the prices and volumes established regarding the tradable products in an internal database. This information is provided to all Subscribers of the Info-Products with different rights of use being granted depending on the respective info product. Moreover, it is also possible to subscribe to individual “Info-Vendor packages” and to a “Uni-Vendor package”. Any use of the information compiled and/or of parts of this information is only permitted in those countries in which such use does not violate existing laws.

## 1. PARTIES

These terms of contract govern the contractual relationship between

European Energy Exchange AG, Augustusplatz 9, 04109 Leipzig

– referred to as “EEX AG” herein after –

and

the user registered within the EEX log-in system

– referred to as the “Subscriber” herein after –

regarding the purchase of Info-Products as specified in the price list.

## 2. DEFINITIONS

In this contract the following terms shall have the meaning assigned to them:

<b>Additional data:</b>	Additional data is the result of mathematical calculations on the basis of trading or transparency data, such as e.g. indices.
<b>Contract:</b>	This contract, its annexes, supplements and amendments.
<b>Delayed Data:</b>	Comprises trading data regarding individual trades on the different spot and derivatives markets that are provided with a delay of 15 to 20 minutes; however, it does not comprise end-of-day data.
<b>End-of-day data:</b>	Comprises the trading data of different spot and derivatives markets from the end of the trading day; however, it does not comprise delayed data.
<b>EEX log-in:</b>	Access area for users to the EEX webshop on the EEX website for setting up user accounts in order to administer customer master data and subscriptions of Info-Products in the user accounts including ordering and terminating of Info-Products ,subscribing to Market Data Circulars

<b>Fees:</b>	Fee paid by the Subscriber for access to the Info-Products subscribed to; the amount of these fees is specified in the price list.
<b>Info-Product:</b>	Information product that grants the user electronic access to data regarding products of the spot and derivatives markets established on the exchanges. Information products differ in the rights which they grant and can be offered in the form of modules for different commodities, as additional data, as transparency data or reports and as end-of-day or delayed data.
<b>Information:</b>	Trading data, additional data, transparency data and reports which EEX AG provides to the customer in form of Info-Products.
<b>Intellectual property rights:</b>	Patents, trademarks, service marks, brand names, corporate names, copyrights, topographic rights, sui generis rights regarding databases and design rights, regardless of whether any of these have been applied for or registered, as well as including any applications for such, business secrets and rights of confidentiality, any protective rights or forms of protection of a similar nature or the same effect as these which might exist anywhere in the world.
<b>Market data:</b>	Trading data, additional data and reports.
<b>Modules:</b>	EEX AG can divide the information products offered into different modules.
<b>Regulatory Indices</b>	These are indices which EEX AG provides to the customer on the basis of regulatory specifications in the form of information products.
<b>Reports:</b>	Graphic representations or tables regarding trading, additional or transparency data
<b>Subscriber:</b>	Any person that has concluded the contract with EEX AG and has registered in the system of the EEX log-in.

<b>Terms of contract:</b>	The contract outlined below.
<b>Trading data:</b>	The trading data covered by this contract includes volumes and prices of the products traded on the exchanges since their respective introduction unless such form additional data.
<b>Transparency data:</b>	Comprises all the available data of a fundamental character for producing, storing, transmitting and consuming power, natural gas and LNG.

### **3. OBJECT OF THE CONTRACT**

The purpose of these terms of contract is to specify the type, the scope as well as the terms and conditions at which the Subscriber is granted access to the info-products made available by the operating companies.

### **4. CONCLUSION OF CONTRACT**

This contract is concluded on the basis of an offer by the Subscriber on the website of EEX AG and its acceptance by EEX AG.

The offer is submitted by ordering the respective Info-Product on the website of EEX AG and by operating the "Place binding order" button. The contract is concluded by EEX AG accepting this offer and forwarding a confirmation to the Subscriber. If such a confirmation is not provided, the contract is still considered concluded if the Subscriber can use the Info-Products.

EEX AG can reject the offer by the Subscriber; a communication indicating the reasons for such refusal shall not be required. EEX AG will reject the offer by a Subscriber in any case if the Subscriber has failed to provide the mandatory information regarding the Subscriber or regarding the company for which the Subscriber works.

Even though a uniform form is used for placing orders, an individual contract is concluded in each case with regard to every Info-Product.

### **5. TERM OF THE CONTRACT, TERMINATION, LEGAL CONSEQUENCES**

With the exception of the Info-User Historical Data product, the contracts regarding all Info-Products have a

term until 31<sup>st</sup> December of the year during which the contract is concluded in each case. The term of the contract is extended by one year unless the contract is terminated by EEX AG or the purchaser by 31<sup>st</sup> October of the respective year. A termination not issued in compliance with the period of notice specified is considered a termination as of the next possible date.

All Info-Products except the Info-User Historical Data product can exclusively be terminated by the purchaser by means of a termination of the order regarding the respective product concerned in the personal EEX log-in on the website of EEX AG.

The contract for the Info-User Historical Data has a limited term of two months. The term commences on the day following the order and ends upon the end of the day of the week the designation of which corresponds to the day on which the order was placed. A termination subject to a period of notice regarding the Info-User Historical Data is not possible.

A termination by EEX is made by e-mail to the e-mail address stored in the EEX log-in. In the event of a permanent impossibility to deliver or in case of permanent refusal of acceptance with regard to the Info-Products or the communication regarding it on the part of the customer, EEX AG is entitled to terminate the service concerned or to terminate the contract without a period of notice at its own discretion. The discontinuation of the service concerned for the reasons specified above or the termination of the contract for cause does not constitute a waiver of the claims, either in its entirety or in part, by EEX. In these cases, EEX expressly reserves the right to the further assertion of the claim and/or the claim to damages.

In the event of a delay in payment by the Subscriber, EEX AG is entitled to block the respective access until full payment of the amount outstanding or to terminate this contract.

The right to a termination without a period of notice for cause shall not be affected. Should EEX AG terminate the contractual relationship for cause without a period of notice, EEX AG shall be entitled to a claim to lump-sum compensation to the amount of the outstanding fee which would have had to be paid until the next date for a termination with a period of notice. The Subscriber is free to prove whether a case of damage has occurred or whether such damage is considerably lower than the lump sum.

A termination of this contract shall not affect the existence of the copyrights and intellectual and trademark rights pursuant to this contract.

## **6. FEE**

The amount of the fees for all Info-Products is specified in the price list as amended, which is published on the website of EEX AG. The fee has to be paid per annum in advance – by bank transfer or by giving a SEPA direct debit mandate – before activation.

The fee for the year during which the contract is concluded also has to be paid in advance with the amount to be paid being calculated on a proportionate basis from the time of the commencement of the contract until

31<sup>st</sup> December of the year concerned.

The fees for the Info-User Historical Data product have to be paid in advance – before activation of the access – for the two-month term.

Access to the respective Info-Product is activated at the latest 10 business days after payment has been received.

The continuous annual amount has to be paid within a period of 21 days after receipt of the invoice. If the Subscriber is in arrears with regard to the payment of the fees due, a first payment reminder is sent to him after seven (7) days. If said payment reminder remains fruitless for a period of ten (10) days, a dunning letter is issued with a dunning fee of EUR 10.- being charged, in addition to the statutory default interest. If the Subscriber does not fulfil its payment obligation within a period of ten (10) days even though a dunning letter has been issued, a second dunning letter is sent, in which case a dunning fee of EUR 20.- is charged, in addition to the statutory default interest. The Subscriber is free to prove whether a case of damage or a reduction of value has occurred or whether such is considerably lower than the respective flat dunning fee.

In the event of a default in payment by the Subscriber, EEX AG is entitled to suspend access to the information.

## **7. OBLIGATIONS OF THE SUBSCRIBER, TECHNICAL REQUIREMENTS**

The Subscriber is in charge of maintaining and updating their master data in the EEX log-in, such as the invoice and e-mail addresses. The Subscriber shall exclusively maintain and update his master data via the corresponding menu of the EEX log-in. Written notifications of changes or e-mails submitted by the Subscriber in order to maintain or update his master data do not fulfil this precondition. This also applies in the event that the Subscriber is an EEX trading participant.

Should the Subscriber fail to sufficiently fulfil this obligation and should EEX AG have to carry out the update for this reason, a flat fee of EUR 10.- can be charged for each modification carried out by EEX AG. If an invoice by EEX AG cannot be delivered to the Subscriber as a result of a violation of the Subscriber's obligation specified herein above, a processing fee of EUR 10.- per undeliverable invoice can be charged in addition. The right of EEX AG to assert higher damages than the flat fees specified herein above shall not be affected. The Subscriber shall be free to prove that EEX AG has either sustained a damage which is significantly lower than asserted with the flat fees specified herein above or that no damage was sustained at all as a result of a violation of its obligations regarding the maintenance and updating of its master data.

The Subscriber agrees that the e-mail addresses specified in the context of the registration for the EEX Log-in or all of the following e-mail addresses may be used by EEX AG to forward all declarations of intent. Only those declarations for which a different form is required by law shall be exempt from this. Declarations of intent of EEX AG, which are sent to an e-mail address stored by the purchaser in the EEX log-in, are deemed to have been duly received by the customer. Incorrect or incomplete and no longer current e-mail addresses

shall be attributed to the Subscriber. In this connection, the Subscriber and further contacts specified agree to check their e-mail accounts regularly.

With regard to information which is transmitted electronically the Subscriber shall ensure that he fulfils the respective currently required technical preconditions for receiving such under his own responsibility.

## **8. SERVICES BY EEX AG / DATA TRANSMISSION**

EEX AG undertakes to make the Info-Products subscribed to available to the Subscriber in accordance with the terms of the contract.

On principle, the information is available on the secure FTP server twenty-four (24) hours a day every day. The user may establish at maximum four (4) simultaneous connections and access individual files at maximum once every 10 seconds. More comprehensive access to the entire directory structure or partial segments thereof, such as individual paths or directories, exceeding access to a single file is permitted, at a maximum, every 120 seconds. In the event that EEX AG notices a higher number of accesses or that the user's conduct has a negative impact on the overall system of EEX AG, it is entitled to establish a corresponding restriction. EEX AG reserves the right to interrupt the transmission of information for a short period for technical reasons.

The information for the respective current day is made available on the secure FTP server of EEX AG after the calculation of the market results. EEX AG does not provide any guarantee with regard to the fact that the information is provided at a certain time. EEX AG does not accept any liability for delays or transmission and/or reception failures.

In the event of reports of any kind, the respective information is sent out after the calculation of market results or the compilation of data supplied by third-party providers. EEX AG does not provide any guarantee with regard to the fact that the respective current daily information is provided at a certain time. Under certain circumstances there might be delays in the transmission of the information. EEX AG does not accept any liability for transmission and/or reception delays or failures. EEX AG shall provide the information in the same quantity and quality (as regards consistency, precision and scope) for all Subscribers of the respective subscription.

EEX AG reserves the right to change the scope of the content and the format of the data provided on the secure FTP server and to change the scope of the content of the available data and analyses for reports of any kind provided this does not place the Subscriber in a position which is objectively worse than under the performance specification included in the contract upon its conclusion and provided there is no material deviation from such performance specification. This shall apply, in particular, to new trading products introduced as a part of existing Info-Products and calculations (such as indices) in case functionalities are preserved or improved.

## **9. LIMITATION OF LIABILITY**

EEX AG does not assume any liability with regard to the completeness, correctness and timeliness of the information contained in the Info-Products and reports. EEX AG does not guarantee that the data is provided without interruptions and with full availability.

The data and notifications contained in these products are only intended as information and do not form investment counselling. None of the information contained in these forms an offer for the sale or advertisement regarding offers for the purchase of products traded on the exchanges, regardless of whether such are products on the spot market or on the derivatives market, such as e.g. options or futures.

In as far as this is legally permissible, EEX AG does not assume any liability for cases of damage unless such are caused by a premeditated or grossly negligent violation of duties on the part of EEX AG.

EEX AG does not assume any liability for transmission errors or failures which are due to the insufficient fulfilment of technical preconditions on the part of the Subscriber.

## **10. COPYRIGHTS**

The copyrights and intellectual property rights regarding data of EEX which forms the subject of this contract shall rest with EEX AG. The copyrights and intellectual property rights regarding data of EPEX SPOT SE which form the subject of this contract shall rest with EPEX SPOT SE. The copyrights and intellectual property rights regarding data of Powernext SA which form the subject of this contract shall rest with Powernext SA. The copyrights and intellectual property rights regarding data of Cleartrade Exchange Pte. Ltd. which form the subject of this contract shall rest with Cleartrade Exchange Pte. Ltd.

EPEX SPOT SE, Powernext SA and Cleartrade Exchange Pte Ltd. have authorised EEX AG to dispose of rights of EPEX SPOT SE, Powernext SA and Cleartrade Exchange Pte Ltd.

The compilation of the data as such is protected as a database or a database right within the meaning of art. 4 paragraph 2 and 87a paragraph 1 UrhG [German copyright law]. All commercial property rights existing at the time at which the contract is concluded and positions resembling such rights of protection of any kind as well as edited forms, amendments and further developments of such until the time at which the contract is terminated shall remain the property of the respective operating company.

A right of use regarding the data made available is only granted in as far as this is specified in the Special Provisions for the individual Info-Products. These terms of contract do not include the transmission of any intellectual property rights to the Subscriber.

## **11. ADJUSTMENT OF THE GENERAL TERMS OF CONTRACT, PERFORMANCE SPECIFICATIONS AND PRICES**



The Subscriber shall be informed of amendments of the General Terms of Contract, amendments of the performance specifications as well as price increases in writing or through an electronic means of communication at least six weeks before such become effective. Until the time at which the amendments become effective the Subscriber shall have an exceptional right of termination in as far as he is affected by these amendments.

If the Subscriber does not terminate the contract within a period of six weeks after receipt of the notification of the amendments via his EEX log-in, these will become a part of the contract as of the time at which they take effect. This consequence will be separately pointed out to the Subscriber in the notification of the amendment.

## **12. SCOPE OF THE INFO-PRODUCTS**

EEX AG provides the opportunity to procure trading data, such as prices and volumes regarding the products traded on the exchanges, transparency data, reports and RSS feeds of various kinds as well as additional data, such as indices. To this end, EEX AG offers the Info-User package with different modules, such as "Power", "Natural Gas", "Environmental" or "Emission Rights", "Coal & Oil", "Freight", "Metals" and "Agriculture" as well as the "Regulatory Indices".

The Info-User packages differ in their rights of use. The the Generation Outage RSS Feed and the Regulatory Indices are exclusively assigned to the Info-User.

The services contained in the Info-User packages are divided into transparency data, historical and current market data as well as end-of-day and delayed data.

The transparency data comprises both historical and current data. The data is made available for downloading and, depending on the module selected, it includes:

- Access to the secure FTP server and rights of use regarding the data saved on that server in accordance with the rules regarding the respective package and the transparency data specification available on the [EEX website](#).

The current market data ("Current data") which is available both as end-of-day data and delayed data comprises the current year as well as the period from the beginning of data recording. The current data is provided for downloading on every exchange trading day and comprises the following depending on the module selected:

- Access to the secure FTP server and rights of use regarding the data saved on that server in accordance with the rules regarding the respective package and the market data specification available on the [EEX website](#).

The historical market data ("Historical Data") which is available both as end-of-day data and delayed data comprises the period from the beginning of data recording up to and including the previous year. The historical data will be provided for downloading for a period of 2 months as of the conclusion of the contract and comprises the following depending on the module selected:

- Access to the secure FTP server and rights of use regarding the data saved on that server in accordance with the rules regarding the respective package and the market data specification available on the [EEX website](#).

The Regulatory Indices ("Regulatory Indices") comprise both historical and current data. The data is provided for downloading and comprises the following depending on the module selected:

- Access to the secure FTP server and right to use the data saved there in accordance with the rules for the respective package
  - Indices based on regulatory specifications for the power module
  - Indices based on regulatory specifications for the natural gas module

The services for the RSS feeds comprise the following depending on the module selected:

- Access to the REMIT RSS feed and the right to use the data contained therein in accordance with the rules for the respective module.
  - Information on scheduled and unscheduled non-usabilities of production, storage and consumption units for the module power per country
  - Information on scheduled and unscheduled non-usabilities of production, storage and consumption units for the module natural gas per country.

Information that does not refer to trading activities on the exchanges and clearing activities on ECC or that does not refer to such exclusively is not covered by these terms of contract.

### **13. INFO-USER – RIGHTS OF USE**

EEX AG grants the Subscriber of the Info-User product the right to use, save and process the available information in any form and in any way – however, he shall exclusively be entitled to use such for his own purposes.

Any dissemination, publication and other commercial use of the data is not permitted. The right to use the information cannot be transferred.

The REMIT RSS-Feeds, Reports and Regulatory Indices are exclusively allocated to the Info-User.

#### **14. APPLICABLE LAW / LEGAL VENUE / OFFSETTING**

This contract is governed by the laws of the Federal Republic of Germany; the German version of the text alone shall be legally binding. Leipzig shall be the legal venue for all conflicts arising under or in connection with this contract if the Subscriber is a merchant, a legal entity under public law or a special fund under public law. The statutory legal venues apply with regard to non-merchants.

The Subscriber may only offset counterclaims which are undisputed, established by a court of law or ready for a decision in legal proceedings against claims of EEX AG. The Subscriber may only transfer claims based on this contract against EEX AG to a third party after EEX AG's written approval has been obtained.

#### **15. ANCILLARY AGREEMENTS / SEVERABILITY CLAUSE**

The rights and obligations of the Subscriber regarding the object of the contract shall exclusively be governed by the provisions of these terms of contract. Verbal ancillary agreements or assurances have not been made. This contract can only be amended on the basis of an express written agreement.

In case individual provisions of this contract are or should become ineffective or unenforceable, this shall not affect the validity of the remainder of the provisions. The invalid or unenforceable provision shall be replaced by a provision corresponding as closely as possible to the commercial objective of the ineffective or unenforceable provision. The same shall apply in case the parties to the contract subsequently find out that this contract contains gaps.