

Data Delivery Contract

for the EEX Transparency Platform

”Transparency in Energy Markets”

concluded by and between

Reporting Company

Street

Postal code Town

Country

VAT ID

– Reporting Company –

and

European Energy Exchange AG

Augustusplatz 9

04109 Leipzig

Germany

DE 222 118 427

– EEX –

hereinafter referred to individually as a “**Party**” or jointly as the “**Parties**“. The parties conclude the following agreement:

Preamble

- I. In accordance with this Data Delivery Contract EEX provides the “Transparency in Energy Markets” transparency platform (“Transparency Platform”) which can be used to fulfil the publication requirements under the Regulation on wholesale energy market integrity and transparency (1227/2011 – “REMIT”) as well as the Market Abuse Regulation (596/2014 – “MAR”).
- II. The European Transparency Regulation commissions the European Network of Transmission System Operators for Electricity (“ENTSO-E”) to establish a central European platform for reflecting various transparency data (power). EEX offers forwarding of the data submitted to EEX by the reporting companies to ENTSO-E.
- III. This Data Delivery Contract governs the data provision by companies reporting data to the transparency platform in the framework of these and further statutory publication requirements. This applies, in particular, to data from the fields of power and natural gas on the basis of REMIT as the most comprehensive regulatory requirement at present. The data reported in the framework of REMIT and further statutory publication requirements such as MAR are to be published in a manner in line with the applicable rules and forwarded to ACER as well as to regulatory and supervisory authority and third parties on demand.

Having said this, the Parties hereto agree as follows:

Art. 1. Definitions

- 1) **Ad-hoc Ticker** is a form to publish reporting data.
- 2) **Consumption units** are defined as technical systems consuming power, natural gas or LNG. The consumption units included in this contract are listed in Annex 3.
- 3) **Data processing** refers to all technical processes in which work results are achieved through the integration or inclusion of data and the linking of such in a manner controlled by programs.

- 4) **Data protection** is defined as the protection of data during the collection, processing or use and the protection of saved data against data loss, unauthorised access and abuse, in particular, through inspection, modification or utilisation by unauthorised parties in accordance with the more detailed provision in the data protection concept (Annex 5).
- 5) **EEX Inside Information Messenger** is an application aiming at establishing an alternate reporting channel to submit Non-Usability data and data to the Ad-hoc Ticker. The access to the EEX Inside Information Messenger can be ordered with this Data Delivery Contract. It requires a confirmation in § 3 (5).
- 6) **Ex ante information** is defined as data constituting forecasts for future periods of time, such as the following calendar day, the following year or the following years.
- 7) **Ex post information** usually comprises the actual real values.
- 8) **Forwarding** is defined as the transmission of information by EEX to ACER, a national regulatory or supervisory authority or to third parties.
- 9) **Information products** are data products which are based on the reporting data transmitted to the transparency platform.
- 10) **Mandatory data** comprises the data transmitted on the basis of statutory and regulatory provisions and is listed as such in Annex 1.
- 11) **Natural gas transmission system operators** are companies operating the grids for the transmission of natural gas.
- 12) **Power generation units** within the meaning of this contract comprise technical facilities suitable and designed for the generation of electricity. The power generation units covered by this contract are listed in Annex 3.
- 13) **PPO (power plant operators)** are companies operating power generating units.
- 14) **Publication** is defined as the announcement of information on the Transparency Platform's website in accordance with the TEM list.
- 15) **Reporting companies** are companies transmitting data to the Transparency Platform.
- 16) **Reporting data** comprises technical information which is transferred for the purpose of publication in accordance with this contract (mandatory data).
- 17) **Reporting manual** is a comprehensive manual which is provided by EEX, explains the essential elements of the Transparency Platform and describes the form in which reporting has to be effected. It applies in the respectively current version.

- 18) **Storage facilities** are technical systems which directly store power, natural gas or LNG or which can transfer such into another physical state or into other energy forms for the purpose of storing such. The storage facilities included in this contract are listed in Annex 3.
- 19) **TEM List** is defined as the list of all mandatory data reporting and publication of which is possible on the Transparency Platform. It is based on the European regulations in the respectively valid version. It forms Annex 1 of this contract.
- 20) **Transmission System Operators** are companies operating extra-high voltage grids and, if applicable, high-voltage grids for the transfer of power.
- 21) **Working Committee** is a body established by EEX for the mutual coordination of the reporting practice and the further development of the TEM List. A maximum of 20 of reporting companies and EEX are members of this committee. Decisions by the Working Committee under this agreement are taken by a majority vote if at least 2/3 of the members invited are present. The Working Committee can establish rules of procedure for itself which have to be adopted unanimously by the members present.

Art. 2. Object of the Contract

This contract governs the provision of data regarding mandatory data by the Reporting Company as per the TEM List and the more detailed specifications regarding these contained in the reporting manual and the publication and forwarding of this data by EEX.

Art. 3. Obligations of the Reporting Company

- 1) The Reporting Company undertakes to report all relevant mandatory data for the plants specified in Annex 3 to EEX either on its own or through a commissioned third party at the respective reporting times as per Annex 1. The scope of this data is specified in the TEM List in accordance with Annex 1.
- 2) Further details regarding the way in which the reporting data is provided by the Reporting Company are specified in **Annex 4** and in the reporting manual.
- 3) The Reporting Company shall ensure towards EEX that it is entitled to forward the data and to grant the rights of use specified in Art. 8 to EEX.

- 4) The Reporting Company shall provide the reporting data to EEX at its own expense. The reporting data is considered provided once the Reporting Company has transferred said data in the proper format, at the due time and in a syntactically correct form so that EEX has the possibility to save, process and publish the said data. The Reporting Company is entitled to implement changes with regard to the facilities included in Annex 3 and to inform EEX of this fact in an Excel table in the form provided in Annex 3 with a lead time of one month. In order to document the changes to the content of the contract the Reporting Company undertakes to provide the amended Annex 3 showing the change by specifying the date and providing a legally binding signature to EEX in the event of any amendment according to this provision.
- 5) The Reporting Company can use the EEX Inside Information Messenger, a tool provided by EEX for the submission of Non-Usability and Ad-hoc Ticker data. The relevant provisions of the reporting manual apply accordingly. If the Reporting Company wishes to access the fee-based tool an explicit confirmation is required below.
- ☐ **Access to the EEX Inside Information Messenger (REMIT) desired**
(please check)
 - ☐ **Access to the EEX Inside Information Messenger (MAR) desired**
(please check)

Art. 4. Obligations of EEX

- 1) In accordance with this Data Delivery Contract, EEX provides a transparency platform to publish and forward the mandatory data specified in the TEM List. It is entitled to develop this transparency platform further regardless of the provisions as per Art. 5. EEX is entitled to subcontract the operation of the transparency platform or to enter into cooperation agreements with third parties for the provision of services, which are offered by EEX in the name of EEX but for account of a third party. In this connection Seven2one Informationssysteme GmbH („Seven2one“) provides the technical operation of the transparency platform as a third party; EEX acting in its own name and for the account of Seven2one. The technical operation of the website as a part of the transparency platform remains unaffected.
- 2) EEX shall record the reporting data, check such for completeness and plausibility and save such in the transparency database.

- 3) Afterwards, EEX pools this data with the data of other reporting companies and prepares this data for publication in accordance with the more detailed provisions in the TEM List (Annex 1) and for forwarding in accordance with Annex 6.
- 4) EEX makes the data processed according to paragraph (3) available to the public on the Transparency Platform free of charge. In this context, EEX shall refer to the disclaimer of the Reporting Company and EEX regarding the correctness and completeness of the information for third parties upon publication. In publishing the information EEX shall consider the respective degree of anonymity and aggregation listed according to paragraph (3) and the publication requirements as per REMIT and MAR and it shall, in particular, not effect any publications deviating from these provisions, in particular, in the form of a de-aggregation or a de-anonymisation.
- 5) EEX shall only record, process and publish the reporting data of the Reporting Company in accordance with the measures described in Annex 5.
- 6) EEX shall protect the reporting data of the Reporting Company against any loss of data, unauthorised access or abuse, in particular, in the form of inspection, modification or utilisation by unauthorised parties by means of suitable, in particular, technical and organisational data protection measures according to the European Data Protection Regulation and the measures described in Annex 5.
- 7) Furthermore, EEX publishes a list of all companies that have signed the data delivery contract and the starting date of regular reporting operation. In the case of affiliated companies as per Art. 15 et seq. AktG [German Companies Act], companies which have signed the data delivery contract can be summarised into one reporting company.

Art. 5. Amendments of the TEM List

- 1) In the event that specifications by the EU Commission, ACER, ESMA, national supervisory and regulatory authorities or other statutory and regulatory provisions necessitate an adjustment or an expansion of the TEM List and of the provisions in the reporting manual specifying these in more detail, these adjustments shall become an element of this contract on the basis of mutual agreement between the parties and after consultation with the Working Committee.

- 2) In addition to this, EEX is authorised to adjust the TEM List after this has been approved by the majority of the Working Committee. EEX shall announce changes to the TEM List with a period of notice of 3 months. In this case, the Reporting Company is entitled to terminate the contract until the amendment becomes effective provided said Reporting Company is affected by the amendment and subject to the restriction that such a termination is only possible with regard to the reporting data affected by the amendment.
- 3) In addition, EEX can effect amendments or expansions of the TEM List which do not concern the Reporting Company.

Art. 6. Forwarding of Data to Energy Regulators, other Supervisory Authorities and Courts of Law

- (1) In the event of an individual formal order by an authority or by a court of law or of an individual informal request by an authority or by a court of law, EEX shall inform the Reporting Company of such order or request forthwith in as far as possible and legally permissible. In the framework of informal requests by authorities or courts of law, EEX is not entitled to forward reporting data of the Reporting Company without the prior written approval of the Reporting Company. Excluded from this is reporting data that is publicly displayed on the transparency platform in the same way. In the event of formal requests or orders by authorities or courts of law, EEX is entitled to forward the data without prior approval. In this case, EEX shall inform the Reporting Company concerned of the forwarding of data forthwith – if possible, in as far as possible and legally permissible before forwarding of data and it shall inform the Reporting Company of the type and the scope of the forwarded data regarding it.
- (2) Regular forwarding of reporting data to ACER, other national supervisory authorities provided for in the framework of REMIT and MAR and, if applicable, further national supervisory authorities is effected in accordance with the principles provided for in accordance with Annex 6.

Art. 7. Forwarding of Data to Third Parties

- 1) The Reporting Company can use Annex 6 to determine whether EEX is permitted to regularly forward certain reporting data to ACER, other national regulatory and supervisory authorities, ENTSO-E or third parties.
- 2) In the case of forwarding of the reporting data, EEX shall consider the principles established with regard to this in Annex 6.

Art. 8. Rights of Use of EEX

- 1) The Reporting Company grants EEX a simple, non-exclusive and non-revocable right of use regarding the reporting data made available subject to Art. 6. This right of use comprises recording, processing, storing, publishing and forwarding of this data to the extent and degree of aggregation and anonymisation outlined in the TEM List. In the case that the Parties have agreed on another scope or a lower degree of aggregation and anonymisation, the so-called right of use shall refer to this scope.
- 2) The right of use according to paragraph 1 cannot be transferred without prior written approval by the Reporting Company.
- 3) The written approval according to paragraph 2 does not affect EEX's right to develop own information products on the basis of the reporting data received on the basis of this agreement, to sell such products for a fee and to permit the further commercial use of such by third parties.
- 4) These information products must not violate the statutory or regulatory obligations regarding the free publication and such must not contain any other data, in particular, as a result of de-aggregation and de-anonymisation of the data than provided for in the TEM List unless EEX has established a written agreement regarding a different degree of aggregation or anonymisation in advance. The Reporting Company can have compliance with the obligations under this paragraph checked by a person obliged to maintain professional secrecy at its own expense at any time. In the event that a non-compliance with the obligations under this paragraph is found, EEX shall reimburse the costs of the person obliged to maintain professional secrecy regardless of the possibility of having this finding reviewed by a court of law.
- 5) There shall be no claim to a share in the proceeds or to another form of compensation on the part of the Reporting Company.

Art. 9. Fees

- 1) EEX is entitled to charge fees for the service of publishing and forwarding the data of the Reporting Company.
- 2) The fees are published in the EEX price list. The fees are shown in the price list without sales tax or other taxes. The sales tax comprised in the invoices is based on the respectively valid taxation provisions.
- 3) EEX shall announce any increase in fees or the introduction of additional fees with a period of notice of 3 months. In this case, the Reporting Company is entitled to terminate the contract until the increase in fees takes effect provided the increase in fees is applicable to it.
- 4) Fees shall fall due for payment within a period of 4 weeks after receipt of a corresponding invoice. EEX shall issue invoices per contract year once a year.

Art. 10. Non-Performance, Liability

- 1) The Reporting Company shall be liable for the correctness and completeness of the reporting data and the timeliness and regularity of the data reports. However, any liability of the Reporting Company towards EEX with regard to the correctness, timeliness and completeness of the data made available shall be excluded.
- 2) In the event that the Reporting Company repeatedly delivers obviously incomplete or implausible data, EEX shall request the Reporting Company to correct the reporting behaviour. EEX is entitled to inform third parties of the fact that data is missing on account of implausible, delayed or missing data reports in an anonymised manner.
- 3) Regardless of the provisions contained in Paragraphs (4) to (6), the Parties shall only be liable towards each other in cases of intent or gross negligence in as far as this is legally permissible.
- 4) Any liability for mistakes made by third parties or for interruptions during the transmission of data on account of a failure/malfunction of data-processing systems at the Reporting Company shall be excluded.

- 5) The Reporting Company does not accept any liability for third-party damage (including lost profits) which is caused by the use of the data published.
- 6) The exclusions and limitations of liability specified above do not apply in case of personal injury.
- 7) In the event that one of the Parties is prevented from the performance of its obligations on account of events of force majeure, war, terror, industrial action, orders by third parties, technical malfunctions or other circumstances which have a direct effect on the subject of the contract and which it cannot avoid or which it cannot avoid on the basis of commercially or technically adequate efforts, the obligations regarding the performance of the contract shall be suspended until such circumstances and their consequences have been remedied. Any liability for damage arising from the causes listed shall be excluded.

Art. 11. Data Protection, Confidentiality

- 1) EEX undertakes to treat the data reported by the Reporting Company confidentially and only to collect, process and use such for the purpose of the execution of the purpose listed in Art. 2, Art. 6, Art. 7 and Art. 8 and under consideration of the rules contained in this contract and to protect such data against abuse by third parties through suitable, in particular, technical and organisational data protection measures in accordance with the European Data Protection Regulation and the measures described in Annex 5.
- 2) The provisions regarding data protection shall survive a termination of this contract in an unchanged form.

Art. 12. Entry into Force, Term of the Contract, Termination

- 1) This contract shall enter into force upon signing.
- 2) EEX publishes the data as of the time of data provision by the reporting company and invoices the service as of that time. The beginning of the submission of data and the corresponding publication by EEX is assumed to have been implemented, at the latest, within a period of 3 calendar months after the signing of the contract. In principle, EEX only charges fees as of the time of publication. Should the technical connection of the reporting company not be completed within a period of 6 calendar months, however, a fee

which is based on the category for the reporting company falls due as of the 7th calendar month after the signing of the contract.

- 3) This contract is concluded for an indefinite term unless it is terminated with a period of notice of 6 months as of the end of a calendar year. Regardless of other provisions of this agreement, a termination of this contract is possible as of the end of the year following the calendar year in which the fee according to Art. 12 (2) was due at the earliest.
- 4) In the event of a statutory provision or an order by a supervisory authority to exclusively use another platform than the EEX transparency platform for publishing and forwarding data, the Reporting Company is entitled to terminate this contract as of the end of the month with a period of notice of 3 months.
- 5) The right to a termination for cause without notice shall not be affected.

Art. 13. Miscellaneous

- 1) Amendments of this contract or supplements hereto shall require the written form. This written form requirement can only be waived in writing.
- 2) In the event that one of the provisions of this contract is or should become ineffective during the term of the contract, the remaining provisions of the contract shall not be affected and shall continue to be effective. The ineffective provision shall be replaced by another admissible provision corresponding to the intent and purpose of the ineffective provision as closely as possible commercially as well as legally.
- 3) Should the parties have failed to consider an aspect which is material to the performance of this contract, the Parties shall be obliged to make every reasonable effort in order to agree on a supplement to this contract which is based on the purpose of this agreement.
- 4) This contract shall be governed by the laws of the Federal Republic of Germany to the exclusion of the German principles of the conflict of laws. Leipzig, Germany shall be the exclusive legal venue.

Art. 14. Components of the Contract

Annexes 1 to 6 are components of this contract.

_____, _____ Leipzig, _____

For XX

For EEX AG (Dr. Marcus Mittendorf,
Director Market Data Services)

For XX

For EEX AG (Sebastian Wykowski,
Head of Transparency Services)

Annex 1: TEM List (v2.1.5)

Annex 2: deleted

Annex 3: List of technical facilities (v25)

Annex 4: Provision and format of data (v2.0.3)

Annex 5: Data Protection and Order Processing (v2.0.3)

Annex 6: Principle of forwarding of data (v2.0.10)