

part of eex group



ISV Admission Form

21.08.2014
Leipzig

Ref. 01

EEX ISV Registration Member Readiness
European Commodity Clearing AG
Phone: +49 341 24680-261
Fax: +49 341 24680-409
E-Mail: memberreadiness@ecc.de
www.ecc.de

Company Information

Company Name:

Address:

Address 2:

Zip Code:

City:

Country:

Phone:

Email:

Name of Central Contact (Implementation Officer)

First Name:

Last Name:

Phone:

E-mail:

Confidentiality Agreement

1. ISV agrees that it will treat as confidential any information provided by EEX and all affiliates ("Confidential Information");
2. that it will provide access to the Confidential Information only to such of its employees and officers as are required to have access to the Confidential Information in order to perform their duties, on the condition that they have a duty to maintain the confidentiality of such information both during and after their term of employment;
3. that it will hold all Confidential Information in confidence against any third party and will not disclose, whether in written, oral, electronic or any other form any Confidential Information without the prior written consent of EEX.

4. This Declaration shall not apply:

to disclosure of Confidential Information that is public knowledge or that becomes public knowledge subsequent to a disclosure, other than by breach of any obligation of confidentiality;

to disclosure of Confidential Information to ISV 's external auditors to the extent necessary to permit them to perform their duties, on condition that they are under a duty to maintain the confidentiality of the information; or

to disclosure of Confidential Information in accordance with an order of a court of competent jurisdiction or to the Court of Auditors of the European Union.

I. This Declaration shall enter into force from the date it has been signed and shall remain in force for a period of 5 years, unless terminated by EEX. Notwithstanding such termination, the restrictions on disclosure and use of Confidential Information arising under this Declaration shall continue to be effective for five years after the date of termination/expiry.

II. ISV is aware that EEX will in the event of any unauthorized disclosure of Confidential Information be entitled to seek any temporary or permanent injunctive relief as may be granted by a court of competent jurisdiction in addition to any money damages suffered as a result of a breach of this Declaration.

III. This Agreement is subject to the laws of the Federal Republic of Germany. Sole place of jurisdiction shall be Leipzig. The EEX is authorized to sue the Service Provider also at its general place of jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date:

Date:

Place:

Signature of Central Contact (Implementation Officer):

1. Offered Products / Services

Please fill in the products and services your company will provide in association with the EEX Exchange.

Front Office / Front End

- Order functionality
- Automated
- Automated Order Routing
- Other

Middle Office

- Give-up / Take-up
- Account Transfer
- Trade Spilt
- Other

Back Office

- Risk Management
- Margining
- Settlement
- Reporting
- Other

Markets Required (which API to be accessed)

- EEX derivatives market
- PEGAS
- Power Auction

Please describe briefly the products and services your company provides associated with the EEX system:

Please identify the Operating System your products are compatible with and the interfaces you wish to support:

Eurex Interfaces

- Eurex Enhanced Trading Interface

- Eurex FIX Gateway

- Eurex Market Data Interface

- Eurex Enhanced Market Data Interface
- Eurex Enhanced Risk Solution
- Eurex Clearing FIXML Interface
- Eurex Clearing FpML Interface

Session Type / Transport Layer

- High Frequency
- Low Frequency
- Trading
- Trade Capture

- AMQP WebSphere MQ
- AMQP WebSphere MQ
- AMQP WebSphere MQ

Vendor Relations Contact Front Office:

Alan Lun (alan.lun@eex.com) and Rachel Webb (rachel.webb@eex.com)

Middle & Back Office: tbd

Please select which connection you would like:

- VPN
- Leased Line
- Internet