

part of eex group



General Terms and Conditions – EEX Auction for Biogas Guarantees of Origin in France

The English version is for informal use only. Only the French version is legally binding.

29.10.2024
Paris

Ref. 0001a

Table of contents

Chapter 1 – Introduction	4
Chapter 2 – Market participants	6
Section 1. Authorised Applicants	6
Section 2. Members	7
Sub-section 1. Member status and access requirements	7
Sub-section 2. Access to the Auction Platform and identification	9
Sub-section 3. Default of a Member on the Auction	10
Section 3. Standing obligations of Members	12
Chapter 3. Auction for Biogas Guarantees of Origin in France	15
Section 1. Tradable Products and Contractual Relationships	15
Section 2. Frequency of Auctions	16
Section 3. Orders	16
Section 4. Processing of Orders during Auctions	18
Section 5. Price Determination	20
Section 6. Publication of Auction Results	21
Section 7. Amendment and Cancellation Rules	21
Chapter 4. Preferential Purchase Scheme as part of the Auction	22
Chapter 5. Delivery and Payment	24
Section 1. Transactions	24
Section 2. Special provision for Preferential Purchase Contracts	24
Chapter 6. Conditions of Service	25
Section 1. Auction Activity	25
Chapter 7. Data Usage	28
Section 1. Intellectual Property and License	28
Section 2. Rules for the Usage of Data	28
Sub-section 1. Auction Data	28
Sub-section 2. Confidentiality principle	29
Sub-section 3. Communication right	30
Sub-section 4. Data Privacy	30
Chapter 8. Liability	32
Section 1. Rules of Liability	32

Section 2. Disputes and Conciliation	32
Chapter 9. Fees, Invoicing and Payment	34
Chapter 10. Settings	36
Chapter 11. Configuration et licences	37
ANNEXES	38
1. Definitions	38
2. Tradable Products	41
3. Auction Calendar	42

Chapter 1 – Introduction

Article 1.1 Organisation of the distribution of Guarantees of Origin for Biogas in France by EEX

European Energy Exchange AG (EEX), a company incorporated under German law acting through its French branch, registered in the Paris Commercial Register under the registration number 878 840 123, having its registered office 5 boulevard Montmartre – 75002 Paris (France) has been appointed by decree from the Ministry for Energy to manage the National Registry for Guarantees of Origin for biomethane injected into the gas grid in France (**National Registry for biogas Guarantees of Origin in France** or **National Registry**), as well as the Distribution of Guarantees of Origin for biogas in France (**French biogas Guarantees of Origin** or **Guarantees of Origin**) via primary auction (**EEX Auction for biogas Guarantees of Origin in France** or **Auction**) including special bilateral agreements between eligible buyers and the French State (**Preferential Purchase Scheme**).

In its capacity as manager of both the National Registry and the Auction (incl. the Preferential Purchase Scheme), EEX is required to comply with the following provisions:

- the decree of 4 August 2023 designating the body responsible for the National Registry and for the auctioning of biogas Guarantees of Origin,
- the Concession Agreement for the management of the National Registry and the auctioning of Guarantees of Origin,
- any legal or regulatory provisions applicable to French biogas Guarantees of Origin.

As specified in Article D. 446-38 of the Energy Code¹, EEX publishes on its website a set of specifications relating to the auctioning of Guarantees of Origin (**Cahier des Charges**²), approved by the Ministry for Energy. The General Terms and Conditions specify the rules in force for the Auction (incl. the Preferential Purchase Scheme).

As such, EEX:

- before each auction, determines the Guarantees of Origin to be sold at the Auction by the Direction Générale de l'Énergie et du Climat (DGEC) on behalf of the French State in accordance with the Cahier des Charges,
- offers a Trading Agreement with Members complying with the conditions defined by EEX for obtaining that status,
- operates the Auction to sell the Guarantees of Origin issued by EEX on behalf of the French State (incl. the Preferential Purchase Scheme), and aimed to be sold for a given month, in accordance with these General Terms and Conditions,
- transmits information about Transactions to the Clearing House for clearing and settlement,
- makes all decisions necessary for the integrity and orderly operation of the Auction (incl. the Preferential Purchase Scheme), in particular by monitoring Members' compliance with these General Terms and Conditions.

European Commodity Clearing AG (ECC) is the Clearing House for the Auctions (incl. the Preferential Purchase Scheme) and handles the clearing and settlement of Transactions

¹ All statutory provisions are those of the Energy Code unless specified otherwise.

² CAHIER DES CHARGES relatif à la mise aux enchères des Garanties d'Origine de biogaz

concluded in the Auction (incl. the Preferential Purchase Scheme), in accordance with its ECC Clearing Conditions. ECC is based in Leipzig, Germany and specialized in the clearing of energy and related commodities. ECC operates under the terms of its Clearing Conditions, the agreement signed with ECC and the Clearing Members of ECC chosen by the respective Members or directly with the Members in the framework of the ECC Direct Clearing Participant (DCP) model.

Article 1.2 General Terms and Conditions

These General Terms and Conditions set out the conditions under which:

- EEX ensures the orderly operation of the Auction,
- Members are admitted to participate in the Auction and the Preferential Purchase Scheme.

EEX may unilaterally amend these General Terms and Conditions, in accordance with applicable legal and regulatory provisions. Except in case of a justified emergency, such amendments shall be announced to Members by means of an amendment to these General Terms and Conditions at least five (5) calendar days before the amendments enter into force. Members shall be deemed to have accepted the amendments when they enter into force. If a Member does not accept the amendments, it may exceptionally terminate its General Terms and Conditions Agreement within the same period of time.

The General Terms and Conditions are published in their respective valid version on the EEX website.

Article 1.3 Legal relations

Relations between EEX and Members shall be governed by contract. By signing the Trading Agreement, Members undertake to comply with the Trading Agreement and these General Terms and Conditions as well as all current and future communications concerning the Auction sent by EEX.

Any violation by a Member of any obligation resulting directly or indirectly from these General Terms and Conditions entitles EEX to suspend or terminate the Member's Trading Agreement.

Article 1.4 Settlement and fulfilment of Transactions

Fulfilment, settlement and securitisation of transactions concluded in the Auction (incl. the Preferential Purchase Scheme) (clearing) are provided by ECC in its capacity as Clearing House of EEX. Clearing of these transactions shall exclusively be effected in accordance with respective valid version of the Clearing Conditions of ECC.

Chapter 2 – Market participants

Section 1. Authorised Applicants

Applicants represent and warrant to EEX:

- that they have been duly established and organized in accordance with the laws of their jurisdiction of incorporation,
- that their signature and performance of the Trading Agreement:
 - are within their statutory powers and have been duly authorised by all the measures required under their by-laws,
 - do not require any type of deposit to be made with a government organisation, agency or administration, or in relation to such institutions,
 - do not infringe or breach applicable legal or regulatory provisions or their own statutory documents or any contract, order, injunction, ruling or other legally binding procedure.
- that they are not subject to arbitration or court actions, or proceedings or any administrative or other measures that could lead to an evident and substantial deterioration in their business activities, assets or financial situation or that could affect the validity or proper performance of the Trading Agreement,
- that they undertake to take note of all relevant communications issued by EEX and ECC and to comply with such,
- that they undertake to immediately inform EEX of any changes concerning the representations made above,
- that they are fit and proper to participate in the Auction and the Preferential Purchase Scheme (if applicable),
- that they enjoy the business standing suitable for Admission to membership,
- that a portion of their staff has the qualifications and experience required to establish and manage adequate internal procedures and controls in relation to the intended trading in the Auction and the Preferential Purchase Scheme (if applicable),
- that, where relevant, they have entered into any agreement provided for by these General Terms and Conditions and met any technical requirements specified by EEX,
- that a portion of their staff speaks French or English,
- that they have sufficient resources for the role they intend to perform in the Auction and the Preferential Purchase Scheme (if applicable),
- that they meet any other criteria, particularly of a financial nature, that may be specified by EEX or ECC,
- that they have conducted their own analysis of the documents that they have received, and of the benefits and risks, especially those of an economic, legal or tax-related nature, that may arise from these General Terms and Conditions and from each Transaction.

Section 2. Members

Sub-section 1. Member status and access requirements

Article 2.2.1.1 Members' role

Members can only assume the role of buyers in the Auction and the Preferential Purchase Scheme, only the French State, represented by the DGEC, acts as seller. Members cannot interact with each other in the Auction or the Preferential Purchase Scheme.

Article 2.2.1.2 Parties' rights and obligations

The rights and duties of EEX and Members of the Auction and the Preferential Purchase Scheme are set out in these General Terms and Conditions and the Trading Agreement.

The Member remains responsible and liable for all actions carried out in the Auction (incl. the Preferential Purchase Scheme) in respect of EEX.

Article 2.2.1.3 Trading Agreement

The Trading Agreement defines:

- the terms under which Members carry out their trading business and conduct the ensuing relations with EEX,
- the conditions of access to the Auction and the Letter of Commitment for the Preferential Purchase Scheme.

In the event of a conflict between these General Terms and Conditions and the Trading Agreement, these General Terms and Conditions shall prevail.

Article 2.2.1.4 Compliance with access requirements

EEX shall assess the compliance of each individual Member. EEX ensures that Applicants meet these requirements before deciding whether to admit them. EEX reserves the right not to proceed with the Admission process if compliance with the conditions set out below, notably in view of the risk analysis that EEX must perform for each proposed Admission, is not ensured.

Article 2.2.1.5 Access requirements to all Applicants to the Auction

In order to participate at the Auction and Preferential Purchase Scheme, Members must hold an Account on the National Registry.

Access to trading in the Auction is exclusively reserved for Members who have signed the corresponding Trading Agreement, and subject to these General Terms and Conditions.

Members must also have signed a contract with ECC so that it can clear and settle transactions and conduct delivery.

It is not necessary to have an entity in France in order to access the National Registry or the Auction (incl. the Preferential Purchase Scheme).

A Member's Admission to the Auction shall be examined independently of the Member's Admission to the National Registry. Compliance with the eligibility conditions does not oblige EEX to admit the Member to the Auction. Consequently, EEX may not conclude a Trading Agreement with an Applicant to the Auction, even if the latter holds an account on the National Registry.

Applicants must provide the following documents in order to be admitted to the Auction:

- the Know Your Customer (KYC) form, including direct and indirect shareholders and a description of the technical and human resources to be allocated to trading on the Auction,
- the G01 contact details form,
- the signed Trading Agreement,
- one of the following contracts signed with ECC:
 - a "Clearing License" signed directly with ECC if they are their own Clearing Member, or
 - an Institution Clearing License (Direct Clearing License or General Clearing License) "Non-Clearing Member/Clearing Member Agreement" if they are not their own Clearing Member and use the service of a Clearing Member, or
 - an agreement with ECC if they subscribe to the DCP (Direct Clearing Participant) clearing model.

Where appropriate, templates of these documents are provided by EEX. Such documents shall be provided to EEX in English or French. Applicants shall guarantee the authenticity of the provided documents and the validity of the information communicated to EEX.

It is up to the Member to update the information and documents as necessary and communicate them to EEX.

Trading limits are implemented on the Auction. Information on trading limits for each concerned Member is provided to EEX by ECC. A trading limit may be communicated to ECC:

- by the Clearing Member; in such a case, the Non-Clearing Member and Clearing Member must have agreed on this limit before informing ECC,
- by ECC; in the event that the Member is a DCP Member,
- by any other entity referred to in the ECC Clearing Conditions.

Article 2.2.1.6 Admission and becoming a Member

EEX shall make decisions concerning Members in accordance with requirements defined in these General Terms and Conditions. EEX shall decide to admit a Member once the Applicant has sent EEX all the necessary information and satisfied all the membership requirements. The duration of the Admission process varies depending on the Applicant's current status (already a member of ECC and/or EEX) and the completeness of the documents provided to EEX. For Applicants who are not members of ECC and EEX, the process takes usually between two (2) and three (3) months, although this may vary from case to case.

Admission to the Auction shall take effect on the date the Trading Agreement is signed.

EEX shall inform all Members of the relevant Auction of the new Member's identity and Admission Date. The list of Members of the Auction is public.

Article 2.2.1.7 Assignment of the Trading Agreement

The Trading Agreement cannot be assigned or transferred in any way, whether free of charge or for consideration, without the prior written consent of EEX.

Article 2.2.1.8 Duration, suspension and termination of membership

Admission to the Auction shall continue as long as the Trading Agreement is in force.

Suspension or termination of the Trading Agreement shall result in the suspension or termination of the Auction Membership (including Preferential Purchase Scheme). Loss of status as account holder in the National Registry shall result in the termination of the Trading Agreement and the Auction Membership (including Preferential Purchase Scheme).

EEX may suspend or terminate the Member's Trading Agreement if the Member does not comply with these General Terms and Conditions, any of the conditions listed in ECC's Clearing Conditions or for any conduct that is contrary to law. EEX shall suspend a Member at the request of ECC or a competent French authority. Such suspension shall be done in accordance with the provisions of the special requirements applying to the Auction in question. Depending on the circumstances, a Member may be suspended from one or several Auction(s).

As soon as possible, EEX shall inform the other Members of the Member's suspension or termination. In the case of a suspension for purely technical reasons and for fewer than five (5) business days, EEX reserves the right not to inform other Members of the suspension.

In the event of a change of the Auction's operator or the National Registry's operator, Members shall lose their Auction membership (including Preferential Purchase Scheme) and their membership of the National Registry. Loss of the status of account holder on the National Registry shall result in the loss of Auction membership (including Preferential Purchase Scheme).

Sub-section 2. Access to the Auction Platform and identification

Article 2.2.2.1 Technical identification

Members shall access the Auction Platform through a secured electronic interface, the use of which is governed by EEX these General Terms and Conditions and the Trading Agreement. Members may ask EEX to create, suspend or delete additional Auction Accesses.

Article 2.2.2.2 Authorised representatives

The Member shall appoint authorised representatives, chosen from among the people under its authority or acting on its behalf, who shall be EEX's contacts for the administrative formalities arising from these General Terms and Conditions.

Article 2.2.2.3 Identification of Users

Before they start trading, Members must provide EEX with the list of the individual Users and information identifying them. Members shall inform EEX of any change of assignment. Members participate in the Auction through one or more User(s) acting under their authority or on their behalf.

Members assign official Users to each Auction Access. That Auction Access may not be used by any other person. Unless otherwise stipulated, an Auction Access shall be allotted for one or several given Auction(s). Users are assigned to auctions listed in their individual records. These natural persons shall be identified individually by EEX.

Article 2.2.2.4 Users qualifications

Members shall ensure that the Users they have designated have all necessary qualifications.

Users shall read all the documents issued by EEX concerning in particular:

- the General Terms and Conditions,
- the characteristics of the Guarantees of Origin traded on the Auction,
- the use of the Auction Platform,
- the clearing system,
- the use of the National Registry.

Sub-section 3. Default of a Member on the Auction

Article 2.2.3.1 Default and suspension

In case a Member defaults or does not fulfil its obligations towards ECC or its Clearing Member, EEX shall suspend the Member from trading upon the request of ECC or the Clearing Member. In such case only, ECC is also entitled to request to close the Member's open Orders according ECC's Clearing Conditions.

At the request of ECC, and in accordance with ECC's Clearing Conditions, EEX may, as appropriate:

- verify that the Member, in accordance with its obligations to ECC, closes its open Orders in a timely manner,
- suspend the Member and close its open Orders, upon instruction from ECC.

In all cases, EEX shall not be liable to Members for any consequences relating to Orders closed on request by ECC.

Furthermore, in the event of a Member defaulting with regard to both the Clearing Member and the Non-Clearing Member, EEX reserves the right to re-use the Guarantees of Origin issued at the next auction.

Article 2.2.3.2 Rules of conduct

Members on the Auction shall only be entitled to send buying Orders.

When buying Guarantees of Origin for their own account, Members are required to:

- comply with the general principles of market integrity, honesty and good conduct,
- comply with the rules and instructions of the competent supervisory authorities as well as those of EEX.

Article 2.2.3.3 Prohibition of Market Manipulation

Members are forbidden to engage or attempt to engage in Market Manipulation involving Guarantees of Origin.

This prohibition includes, without limitation:

- any kind of deceitful or misleading behaviour,
- any kind of collusion between Members or with third parties,
- any kind of positioning in terms of prices aimed at implementing a technique of Market Manipulation.

Orders that Members enter in the Order Book shall have no purpose other than execution. In particular, Orders shall not be intended to influence prices or the behaviour of other Members.

Orders shall be placed solely in the interest of the Member that entered them. Members shall not act in the interest of other Members or in concert.

Members undertake to behave impartially and equitably in respect of EEX and other Members. They shall not enter into Transactions on the Auction unless they are observing customary trading practices and principles of market professionals.

Article 2.2.3.4 Prohibition against deceitful or misleading behaviour

Members are forbidden to engage in deceitful or misleading behavior.

Members shall refrain from disseminating, directly or indirectly, false information that would cause prices to move.

Members shall refrain from using current market techniques or procedures to carry out transactions on the Auction with a view to misleading other Members.

In particular, Members are strictly forbidden from:

- entering Orders with no economic justification,
- placing buying Orders without intending to execute them,
- providing false or misleading information on the supply, demand or prices of the Guarantees of Origin,
- using fictitious means or any other form of deception that gives or could give false or misleading indications of supply, demand or prices of the Guarantees of Origin.

Article 2.2.3.5 Deceitful acts intended to reduce market liquidity

Members are forbidden to engage or attempt to engage in deceitful acts intended to reduce market liquidity.

Article 2.2.3.6 Prohibition of insider dealing

Members and their Users who hold Inside Information relating to the Auction are forbidden from:

- using that information by acquiring or disposing of, or attempting to acquire or dispose of, for their own account, the Guarantees of Origin traded on the Auction to which that information relates,
- communicating that information to another person, except in so far as such communication is part of the normal course of their work, their profession or their duties,
- recommending, on the basis of that Inside Information, that another person acquire or dispose of the Guarantees of Origin traded on the Auction to which that information relates.

Section 3. Standing obligations of Members

Article 2.3.1 Principle

The access requirements set and verified by EEX for the authorization of Members must be always met throughout the term of the Trading Agreement.

Article 2.3.2 Changes in the information provided for Admission or commencement of operations

Members shall notify EEX immediately of the following changes, if they are material to their access to the Auction:

1. Changes in their legal situation, such as:
 - changes in one of the requirements for becoming a Member;
 - changes in any of the information or documents provided in the admission application;
 - changes in one or more of the specific access requirements for the Auction.
2. Changes in their technical situation or organisation that are material to their access to the Auction.
3. Changes in laws, regulations or case law that are material to their compliance with the admission requirements and with these General Terms and Conditions.

As soon as they are aware of it, Members must also inform EEX of the suspension or termination of:

- their Clearing Licence if they are their own clearing member, or
- their Non-Clearing Member/Clearing Member Agreement if they are not their own clearing member and use an ECC Clearing Member;
- their agreement with ECC if they have subscribed to the DCP model.

In the event of suspension or termination of one of the above agreements, EEX may suspend or terminate the Trading Agreement.

Members are responsible for the consequences of failing to notify EEX of this information and in particular for the financial consequences arising from transactions that would be carried out in the absence of a netting agreement or a service agreement with an ECC Clearing Member.

Members shall be liable for the consequences of not providing EEX with the information on its suspension or termination as Clearing, Non-Clearing Member or DCP Member in particular the financial consequences of any Transactions carried out without a clearing agreement directly with ECC or a service agreement with an ECC Clearing Member.

As part of its market surveillance activity and to comply with its regulatory obligations, EEX may ask for updates of the forms, documents and other information, notably suspension or termination to their Admission as Clearing Members, Non-Clearing Members or DCP Member.

Where EEX is unable to obtain this information from the Member, it reserves the right to suspend or terminate the Trading Agreement with the Member of the Auction (incl. Preferential Purchase Scheme).

Article 2.3.3 Fees and expenses

The Member shall be obliged to pay to EEX fixed and variable fees and expenses. The methods for calculating and collecting said fees and expenses are set out in these General Terms and Conditions and based on the Designation Decree.

Prices are expressed in euros. They may be revised by EEX, which shall notify the Member of the new schedule of charges by updating these General Terms and Conditions. Such notification shall be made within the time period for the entry into force of amendments to these General Terms and Conditions. If the Member rejects the new prices, the Trading Agreement may be terminated.

Article 2.3.4 Compliance audits

EEX, or a person appointed by it, may organize an on-site audit in order to verify Members' compliance with these General Terms and Conditions and the Trading Agreement.

These audits may be carried out on the premises where the Member carries out activities relating to EEX French Guarantees of Origin Auctions (including Preferential Purchase scheme).

The Member shall grant EEX (or the person appointed by it) access to premises, information and personnel that the auditors deem necessary to conduct the audit properly. The Member agrees to provide EEX with all necessary information. When an audit is to be performed on the Member's premises, EEX undertakes to give the Member ten (10) days prior notice.

Following an audit, EEX may forward recommendations to the Member, which agrees to examine them.

EEX shall bear the expense of these compliance audits, with the exception of cases which reveal a breach by the Member of these General Terms and Conditions.

Article 2.3.5 Sanctions

When EEX considers that the situation or actions of a Member are no longer consistent with its undertakings or are detrimental to the orderly operation of EEX French Guarantees of Origin Auction (including Preferential Purchase Scheme), it shall instruct the Member to remedy the situation immediately.

If the Member fails to remedy the situation or to desist from the challenged actions within the allotted time period, then EEX may issue a formal warning to the Member, suspend or revoke its membership. In case of emergency, EEX may:

- suspend a Member with immediate effect,
- suspend one or more Auction Accesses of a Member.

The suspension may apply to one or several Auction(s), depending on the circumstances.

Suspension or cancellation of membership on the Auction shall automatically result in cancellation of all the Member's Orders in the Order Book of this Auction. Depending on the gravity of the challenged actions, this suspension may also entail cancellation of the Member's Orders in the Order Book(s) of the other Auction(s) it has chosen to join.

In any event, termination of the Trading Agreement, which triggers the loss of membership, shall not prevent EEX from seeking compensation for any and all direct or consequential losses

caused by the Member's behaviour, especially in the event that EEX's image has been harmed by damage to the integrity or security of the Auction.

Article 2.3.6 Exchange of information

In order to ensure the integrity and orderly operation of its markets, EEX may disclose confidential information relating to a Member and the Member's activity, without asking for the Member's prior written agreement, to the following organisational bodies:

- Financial institutions based in the European Union,
- ECC,
- Professionals subject to a confidentiality obligation, involved in performing the service offered by EEX on the Auction (incl. the Preferential Purchase Scheme),
- any French or foreign administrative or regulatory body with the legal authority to request information,
- Companies affiliated with EEX.

Article 2.3.7 Disclosure to authorities

EEX may communicate information concerning Members, Orders and Transactions to the competent authorities concerned and particularly the French Energy Regulatory Commission (Commission de Régulation de l'Energie) or the General Energy and Climate Directorate (Direction Générale de l'Energie et du Climat), on a need-to-know basis.

Chapter 3. Auction for Biogas Guarantees of Origin in France

Section 1. Tradable Products and Contractual Relationships

Article 3.1.1 French Biogas Guarantees of Origin

A French Biogas Guarantee of Origin certifies the production of one (1) megawatt-hour (MWh) of biomethane³ injected into the natural gas grid. Guarantees of Origin for biogas⁴ produced by a Production Device that benefits from a contract concluded after 9 November 2020 in application of Article L. 446-4 or Article L. 446-5 shall be automatically issued by EEX in the National Registry as mandated by the French State. These Guarantees of Origin are issued every month, not earlier than two (2) months after the end of the month in which the biogas was produced. An exception may be made for installations that have been registered with a delay in the registry.

Article 3.1.2 Specifications of Guarantees of Origin

The Guarantees of Origin to be auctioned are labeled with one or several of the following specifications:

- EU ETS or non EU ETS: Guarantees of Origin are classified in one of the following two (2) categories:
 - “Non-EU ETS” as stipulated in Article D. 446-26-1 no. 10 lit. a), i.e. in the case where the reduction in greenhouse gas emissions associated with the production of biogas has already been accounted⁵ for and may not be double-counted in another system,
 - “EU ETS” as stipulated in Article D. 446-26-1 no. 10 lit. b), i.e., in the case where the reduction in greenhouse gas emissions associated with biogas production has not been accounted for and may be accounted for under the European Union Emissions Trading Scheme (EU ETS).
- Guarantees of Origin derive from a Production Device that is either certified as sustainable or not certified as sustainable. Sustainable means that the Production Device complies with the criteria for inputs, sustainability and reduction in greenhouse gas emissions as set out in the Decree of 1 February 2023⁶.

Article 3.1.3 Correctness of the information related to the Production Device

EEX does not assume any responsibility for the correctness of the information related to the Production Device from which Guarantees of Origin are derived. It is not the responsibility of EEX to check or validate the Production Device’s compliance with the specifications detailed in Article 3.1.2 above. EEX relies exclusively on the data provided at the time of the Auction. Any error of information or change of status of the Production Device will not be corrected in

³ Within the meaning of Article R446-1, no. 2.

⁴ Within the meaning of Article R446-1, no. 1.

⁵ Under France’s compliance with the obligations set out in Regulation (EU) 2018/842 of the European Parliament and of the Council of 30 May 2018.

⁶ Arrêté du 1^{er} février 2023 sur les critères de durabilité et de réductions des émissions de gaz à effet de serre de la production d’électricité à partir de bioliquides ou de combustibles solides ou gazeux issus de biomasse.

the National Registry for Guarantees of Origin already issued and transferred to the Account Holder who acquired these Guarantees of Origin.

Article 3.1.4 Contract Details

The minimum lot size is one (1) contract – which is equivalent to one (1) Guarantee of Origin or 1 MWh – or a multiple thereof. Prices will be determined in EUR per MWh to the second decimal place with a minimum tick size of € 0.01/MWh. Negative prices are not allowed. The Tradable Products are specified in Annex 2.

Article 3.1.5 Contractual Relationship

Transactions concluded in the Auction (including the Preferential Purchase Scheme) shall only be concluded between ECC, if applicable with the involvement of a settlement entity, and the Member in accordance with the more detailed provisions in the Clearing Conditions of ECC. The integration of the Clearing Members of ECC into the settlement of the transactions concluded shall depend on the provisions of the respective valid version of the Clearing Conditions of the ECC.

Section 2. Frequency of Auctions

Auctions shall be conducted on a quarterly basis, accordingly to the decision of the Ministry for Energy to sell all or part of the Guarantees of Origin in its Account. The Auction dates are published in the Auction Calendar as Annex 3 to these General Terms and Conditions.

Section 3. Orders

Article 3.3.1 Definition of Orders

Orders are messages whereby Members submit information necessary to make a transaction on a Product.

An Order is an offer to enter into a contract, the terms and validity of which are set out in these General Terms and Conditions.

Orders transmitted to EEX shall include:

- the user name of the User originating the Order,
- the Auction Access in which the Order is recorded,
- the Order refers to:
 - the Quantity,
 - the Price,
 - the side (only buy), type, validity and terms of execution of the Order.

Article 3.3.2 Order types

On the Auction, sell Orders may only come from the French State (DGEC). Orders to sell from the French State are at a limit price. Limit price Orders include a Quantity and a limit price. The limit price is the minimum price below which a limit Order to sell cannot be executed. The limit price is the reserve price, determined by the French State before the start of each Auction. The

DGEC reserves the right not to communicate the reserve price to Members. Members shall only submit buy (ask) Orders that can be:

- Simple defined Orders: Defined Simple Orders include a Quantity and a Price and relate to a Product defined by the two specifications as defined in Article 2 of Section 1 offered.
- Simple generic Orders: Generic Simple Orders include a Quantity and a Price and relate to a Product that is either undefined or defined only in one of the two specifications as defined in Article 2 of Section 1 offered.

Article 3.3.3 Delivery preference

It is possible to issue a delivery preference for one or more specific Production Devices (up to a These preferences do not have the value of an Order: if a Member's Order is executed but he cannot have an indicated preference, he obtains another Production Device from the requested (non-)EU ETS/(non-)certified sustainable facility combination. This preference may be invoiced at a price which will be made public before the Auction.

Article 3.3.4 Order origin

An Order is deemed irrefutably to originate from a Member when the Member's technical username is present in the message containing the Order. Technical acceptance of instructions issued by a Member shall be evidenced by entry or denial of entry in the Order Book or by a Transaction. An instruction issued in an Order by a Member may be revoked only under the circumstances defined in these General Terms and Conditions.

Article 3.3.5 Effect of Orders

The execution of an Order on EEX French Guarantees of Origin Auction shall result in the transfer of the Products from the DGEC acting as the sole vendor on EEX French Guarantees of Origin Auction to the Members, acting as buyers on EEX French Guarantees of Origin Auction. The contract relating to EEX French Guarantees of Origin Auction is concluded between the French State and the Members (or Clearing Members), via ECC acting as the central counterparty.

Execution of an Order on EEX French Guarantees of Origin Auction shall entail the irrevocable commitment, at a given date:

- for the buyer to take Delivery of the Quantity of Guarantees of Origin and to pay the agreed Price in accordance with the applicable Delivery and Payment procedures,
- for the seller to deliver the Quantity of Guarantees of Origin and receive payment of the agreed Price in accordance with the applicable Delivery and Payment procedures.

Article 3.3.6 Trading Limits

EEX, ECC and Clearing Members are entitled to restrict the trading possibilities of their Direct Clearing Participants or Non-Clearing Members, respectively, individually and without prejudice to their admission to EEX by setting Trading Limits.

A Trading Limit is the possibility of limiting Orders which may be entered into an Auction by a Member and which is provided technologically within the auction system. Trading Limits can contain the individual restrictions specified herein below or a combination of these:

- **Volume limit:** The maximum quantity of a Tradable Product that can be requested with an Order equals the Quantity of Guarantees of Origin to be auctioned in a given Auction for this Tradable Product. The volume limit per Product applies to all Members.
- **Order limits:** The overall number of Orders along with the number of Delivery Preferences that a Member may enter into an Auction is limited to one hundred (100) Orders.

Members may not submit more Orders or Delivery Preferences by Auction than the limits defined above.

- **Financial limits:** A monetary amount in Euro up to which a Member can buy Guarantees of Origin in Auctions between two ECC Business Days. Financial limits shall be determined by the Clearing Member which provides settlement for said Member or ECC in case the Member is a Direct Clearing Participant in accordance with ECC's Clearing Conditions. In the case the Financial limit is zero (0) EUR, the Member shall not be able to submit Orders.

A Member's available limit is defined as the difference between the initial limit and the exposure of all active Orders (orders validated on the platform provided). The financial exposure of a submitted Order is defined as the net amount of the payment that would be due by the Member if the Order were executed. Transactions not yet settled are also taken into account with regard to the Financial Limit but not in excess of the limit initially provided by the Clearing Member or ECC.

Orders and transactions that do not comply with the Trading Limit are automatically rejected by the Auction Platform. If a Trading Limit for a Member is amended, all existing Orders of said Member, will be re-verified and rejected if the total value of the Orders exceeds the amended Trading Limit. In that case, the Member will be notified and may re-submit Orders in compliance with the Trading Limit.

In the event that a technical problem prevents EEX from checking the compliance of Orders with Trading Limits, EEX will inform the Members about the technical problem without undue delay. In any case, Members must not enter Orders which would cause their Trade Limits to be exceeded and EEX does not accept any responsibility or liability for the Members' failure to comply with their Trading Limits.

Section 4. Processing of Orders during Auctions

Article 3.4.1 Auction schedule and Auction phase

Guarantees of Origin are auctioned according to the following schedule:

- Guarantees of Origin for January, February and March of year N are sold during the Auctions of July/August of year Y.
- Guarantees of Origin for April, May and June of year N are sold at the October/November Auctions of year Y.
- Guarantees of Origin for July, August and September of year N are sold at Auctions in January/February of year Y+1.
- Guarantees of Origin for October, November and December of year N are sold at Auctions held in April/May of year Y+1.

This timetable may change, particularly in the event of a transitional period. A precise timetable with the Order Book opening dates is sent to Members before each Auction.

Unsold Guarantees of Origin may be added to the Guarantees of Origin to be auctioned in a subsequent Auction. In this case, Members submit their orders in the same Order Book, regardless of the month of production.

Members are informed via the Auction Platform of the opening and closing of Auctions.

In the event of a threat to the integrity, security or operation of the Auctions, EEX may suspend an Auction and/or postpone its opening and/or delay its closing or cancel it. EEX shall then inform Members by email as soon as possible of the suspension of trading, and of the date and time at which it will resume.

Auctions take place on specific days as set out in Annex 3 to these General Terms and Conditions, which is updated by EEX each year.

An Auction is organised in the following phases:

- Publication of the Auction: eight (8) business days before the Auction, information concerning the Guarantees of Origin put up for Auction by the DGEC for each Auction is published on the EEX website, as well as on the platform dedicated to Auctions.
- Order Book Opening Phase: this phase corresponds to the period during which Members may submit Orders. All Members may place Orders in the Order Book subject to a sufficient trading limit. No execution takes place during this phase. It starts seven (7) days before the Auction Day and ends on the Auction Day.
- Modification of Financial Trading Limits: Trading limits are updated up to one (1) or two (2) days before the Auction, depending on the contract the Member has signed with ECC.
- Auction phase: the trading platform freezes the Orders available in the Book, and the algorithm matches the Orders.

Article 3.4.2 Transmission of Orders

Orders shall be sent via an internet-based electronic interface to the Auction Platform for Matching and execution.

In the event of unavailability of the systems required for the transmission of Orders, Members may instruct EEX to enter Orders on their behalf and for their account via email or telephone. EEX shall only be liable for cases of damage which a Member sustains in the context of entering Orders on its behalf, in particular, on account of incorrect entries in as far as premeditation or gross negligence on the part of EEX, its directors or employees can be proven. In this case, however, the liability of EEX shall be limited to the amount of the damage typical of the contract which was foreseeable upon the conclusion of the contract.

Article 3.4.3 Validity of Orders

Orders remain in the Order Book until:

- The Order is cancelled or amended by the Member while the Order Book was open; or
- The Member's trade limit has changed and the Orders submitted no longer respect that limit; or
- The Order has been executed.

Article 3.4.4 Order Matching

Orders placed on the Auction Platform during the Order Submission Phase may be fully or partially executed during the Auction phase.

Order Matching rules ensure that Orders are executed in accordance with the minimum price defined by the French State, acting as the sole seller and according to the price determination rules below.

Order Matching is carried out according to an algorithm whose rules are as follows:

- (1) Search for an optimal solution maximising income earmarked by the French State for the Energy Transition Special Assignment Account (CASTE – Compte d’Affectation Spéciale Transition Energétique);
- (2) Once the maximum income is known, the algorithm looks for the best solution to ensure equitable distribution and satisfaction of Members, particularly by applying the rule of “pro-rata” according to the volume initially requested in the case of price identical Orders;
- (3) Optimisation of allocation of Guarantees of Origin depending on their Production Devices in order to satisfy when possible the Delivery Preferences and to minimise fragmentation of results across too many different Production Devices.

Article 3.4.5 Transmission of trade confirmations

Once their Orders have been matched on the Auction Platform, Members receive an electronic trade confirmation containing the details of the Transaction, i.e., the price and total Quantity determined by the Auction algorithm for each Product.

Section 5. Price Determination

Article 3.5.1 Auction price determination

In case of a Transaction, the price paid by each Member for the relevant Guarantees of Origin is the price offered by the Member when submitting its Orders (“pay-as-bid”).

Article 3.5.2 Reference Prices

The Reference Prices of the Products are determined on the basis of Transactions resulting from the Order Book executed during a period defined and the evolution of the Order Book during this Period.

The Reference Price used by EEX is a volume-weighted average of the price of a Product calculated for each Auction. It is possible that this average is unavailable for one or more (non) EU ETS / (non) certified sustainable installation pairs if no Guarantee of Origin transaction relating to this pair and production month has been carried out during the Auction.

The calculation formula used shall be:

Reference Price

$$= \frac{\text{Price(Transaction 1)} \times \text{Volume(Transaction 1)} + \dots + \text{Price(Transaction n)} \times \text{Volume(Transaction n)}}{\text{Volume(Transaction 1)} + \dots + \text{Volume(Transaction n)}}$$

Section 6. Publication of Auction Results

EEX will publish without undue delay but no later than seven (7) days after the Auction Day the following details:

- The number of winners per lot
- The volume awarded per lot
- Reference Price per lot.

Section 7. Amendment and Cancellation Rules

Article 3.7.1 Amendment and Cancellation by the Member

While the Order Book is open, Members may amend or cancel their Orders free of charge. Once the Order Book is closed, submitted Orders become binding and irrevocable and may no longer be amended or cancelled.

Article 3.7.2 Amendment and Cancellation by EEX

EEX may cancel an Order or annul an Auction under the following circumstances:

- The Auction result is based on an obvious error,
- The Order has been inserted or the Auction carried out in breach of these General Terms and Conditions,
- The Order does not respect the trading limit of the relevant Member(s),
- Further exceptional circumstances determined on a case by case basis.

Chapter 4. Preferential Purchase Scheme as part of the Auction

Article 4.1 General principle of Preferential Purchase

Members who operate a subsidized Production Device under Article L. 446-4 or Article L. 446-5 with a contract signed after the 9 November 2020 and that is registered in the National Registry may subscribe to the Preferential Purchase Scheme as Preferential Buyers.

Operators or Members that fulfil the requirements of sentence 1 may also mandate a third party to assume the role of Preferential Buyer in their place with regard to the French Biogas Guarantees of Origin issued for their Production Device, provided that the third party has an account on the National Registry and is Member and such mandate and subscription have at least a coinciding duration of one (1) year.

Under the Preferential Purchase Scheme, a Preferential Buyer purchases all or parts of the Guarantees of Origin issued for their concerned Production Devices by means of a separate, bilateral Preferential Purchase Contract with the French State at a price that is based on the prices determined in the Auction plus a premium.

The Guarantees of Origin that are in scope of a bilateral Preferential Purchase Contract are excluded from the respective Auction.

Article 4.2 Letter of Commitment

Subscription and mandating a third-party Member to the Preferential Purchase Scheme is effective by submitting a Letter of Commitment to EEX.

By submitting the Letter of Commitment the Preferential Buyer enters a binding offer to buy all or part⁷ of the Guarantees of Origin for the Production Devices specified in the Letter of Commitment that have been issued during the calendar months since the last Auction took place at the respective Reference Price⁸ for the relevant batch pursuant to Article 3.5.2 plus a premium (Preferential Scheme Price) for each time an Auction is conducted during the period specified in the Letter of Commitment.

A Letter of Commitment has to be submitted duly completed and signed at the latest one (1) month before the first Auction of the specified limited period takes place.

Article 4.3 Preferential Purchase Contract

A Preferential Purchase Contract is concluded upon the acceptance by the French Ministry of the binding offer a Preferential Buyer has entered via the Letter of Commitment. The French Ministry will accept automatically all such orders that are valid at the time the relevant Reference Price for the relevant batch pursuant to Article 3.5.2 is published by EEX.

Bilateral trades which are concluded in the Preferential Purchase Scheme are treated in the clearing and settlement of ECC as if they were concluded in an Auction within the meaning of

⁷ The Preferential Buyer may choose to purchase either Guarantees of Origin pursuant to Article D.446-26-1 no. 10 lit. (a) or lit. (b) for the production period requested.

⁸ If no price can be calculated for the said batch, the average price of the batch is replaced by the overall average price of the auction. If there is no overall average auction price, this is replaced by the overall average price of the previous auction.

these General Terms and Conditions. Those trades take part in the ECC clearing procedure in the same form as trades concluded in an Auction.

Article 4.4 Non-fulfilment of Preferential Purchase Contract

In case of non-fulfillment of the obligations as Preferential Buyer under a Preferential Purchase Contract, especially non-payment of the Preferential Scheme Price, the Preferential Purchase Contract is cancelled, and the concerned Guarantees of Origin will be auctioned in the next Auction. The remaining binding offers for the period specified in the Letter of Commitment are deemed to be null and void and will be deleted.

The Trading Agreement including the Letter of Commitment between the Preferential Buyer and EEX will be terminated with immediate effect and the account holder is banned from re-admission to the Auction for a period of one (1) year.

Chapter 5. Delivery and Payment

Section 1. Transactions

Delivery of the purchased Guarantees of Origin takes place in accordance with the more detailed provisions in the Clearing Conditions on the ECC Business Day following the Auction Day, concurrently against payment of the respective Price, exclusively and finally by an instruction from ECC to EEX as the registry operator to transfer the Guarantees of Origin to Member's registry account.

Section 2. Special provision for Preferential Purchase Contracts

Delivery of the purchased Guarantees of Origin under a Preferential Purchase Contract takes place in accordance with the more detailed provisions in the Clearing Conditions regarding auctions of Guarantees of Origin with the following deviation.

The respective Preferential Scheme Price has been paid by the Member to ECC until the sixth (6th) ECC Business Day following the Auction Day. The delivery takes place by an instruction from ECC to EEX as the Register Administrator within the meaning of the ECC Clearing Conditions to transfer the Guarantees of Origin to Member's registry account on the seventh (7th) ECC Business Day.

Chapter 6. Conditions of Service

Section 1. Auction Activity

Article 6.1.1 Technical facilities for accessing services

EEX undertakes to use usual and customary resources when implementing information systems, in order to ensure insofar as possible the continuity and availability of the services provided under these General Terms and Conditions and the Trading Agreement.

In the event of a malfunction in the Auction Platform that could impact the Member, EEX shall inform the said Member of the nature and likely duration of such malfunction. The alternative equipment and resources to be used by the Member in the event of a prolonged service interruption are described in these General Terms and Conditions.

Members agree to comply with the procedures for accessing the Auction Platform. In particular, it shall not conceal its true identity or appropriate another's identity; nor shall it transmit information with a view to causing a platform malfunction or overload.

Article 6.1.2 Technical documentation

EEX shall supply the Member with the technical and operational documents needed to operate the technical facilities for accessing its services.

Article 6.1.3 Equipment

Members agree to maintain a hardware and software environment that complies with the technical specifications defined below.

Accordingly, Members shall ensure that the characteristics of its hardware and software environment shall not disrupt or interfere with EEX's Auction Platform.

Members must have the following hardware and software:

- Microsoft Windows 7 or higher a firewall with the following ports open: TCP 443
- an internet connection and Microsoft Internet Explorer version 10 or higher.

In the event that the Member's use of services disrupts the operation of the Auction Platform, EEX shall contact the Member in order to terminate such disruptions. If these disruptions cannot be terminated within a reasonable period of time, or if they endanger the Auction Platform, then EEX reserves the right to suspend the Member's access to EEX French Guarantees of Origin Auction, without prejudice to the enforcement of the other provisions herein and to the damages that may be claimed in respect of such disruptions.

Under all circumstances, the Member agrees to take all necessary steps to comply with the technical specifications, as defined in the materials referred to in Article 6.1.3.

Article 6.1.4 Use of the systems

The Member agrees to use the services offered by EEX, the technical facilities for accessing those services, the associated hardware and software, the IT and telecommunications equipment, and transmission media:

- in compliance with applicable legal and regulatory provisions,
- in compliance with the technical specifications supplied by EEX in the documents referred to in those General Terms and Conditions, such as the user guide,
- in compliance with these General Terms and Conditions,
- solely in connection with the services offered by EEX; all other use, connection to other networks, and sharing of files or data with other networks or applications is explicitly subject to prior authorization in writing from EEX,
- without making them available to third parties not authorized under these General Terms and Conditions; in this respect the Member shall not assign, sublease, modify, pledge, transfer or, in general, make them available to third parties in any form whatsoever.

The Member agrees to seek and abide by the legal, regulatory, administrative and contractual authorizations arising from the applicable domestic and/or foreign laws and/or international law pertaining to the use of the services offered by EEX, in particular to comply with the requirements of Act 78-17 of 6 January 1978 (Data Protection Act), and the EU General Protection Regulation no. 2016/679 (GDPR) or any other applicable provision.

Article 6.1.5 Functional assistance

Members shall have access to hotline support for use of the Auction Platform and particularly as regards:

- queries about the functions of the Auction Platform,
- queries about any malfunctions that may occur.

Operating support is provided using the following means of communication:

	Email	Phone
Monday through Friday, during business hours (9am-6pm CE(S)T)	go-gaz@powernext.com	<u>+33 1 70 36 33 49</u>

That support relates exclusively to this system and does not cover malfunctions relating to the configuration of Members' equipment or internet connection

Article 6.1.6 Security measures

Each Party agrees to respect the physical and logical security measures intended to protect the integrity of the other Party's systems. Each Party retains full control, either directly or indirectly, over the design and implementation of its policy of administering authorizations for logical access to the network. Furthermore, it assumes entire responsibility for drafting policies, rules, methods and procedures in this matter, and reserves the right to update these in order to maintain and improve the protection of its IT resources in compliance with these General Terms and Conditions and the technical documentation.

In particular, as regards to system access, each Party shall take personal responsibility for organizing any internal logical and physical security measures, including restriction of access to the site in which its equipment is located, in order, in particular, to protect its access codes from unauthorized third parties.

Before sending any information over the transmission systems put in place to access EEX, each Party shall also ensure that measures are taken to avoid the propagation and dissemination of, in particular, computer viruses over the other Party's systems and its own configuration.

Furthermore, the Parties shall each put in place back-up procedures for instructions, data and files.

If a Party observes that the systems have been penetrated by an unauthorized third party, it shall alert the other Party in an effort to seek the cause of such penetration and to take appropriate solutions.

Article 6.1.7 Other provisions concerning internet use

EEX and the Member each have a system for which they are responsible. However, as all the information transmitted between those two systems is carried over the internet, each Party is responsible for its access to and its use of that network.

The Member shall be responsible for connecting to the Auction Platform. Accordingly, the Member must obtain the administrative authorizations, take out the necessary subscriptions, and make the necessary connections or have them made.

Article 6.1.8 Service providers and subcontractors

Each Party accepts that the other may engage one or more service providers or subcontractors of its choosing to perform the provisions of the Trading Agreement. Both Parties agree to exercise due care and attention when choosing and supervising such service providers and subcontractors, where applicable.

Under all circumstances, the Party that engages a subcontractor or service provider shall remain liable for the performance of provisions of the Trading Agreement and for compliance with these General Terms and Conditions.

In consequence whereof, each Party authorizes the other to divulge to its service providers or subcontractors, where strictly necessary, the information that such providers or subcontractors need to fulfil their obligations. However, the Parties must ensure that their contractual relations with service providers or subcontractors are compatible with the Trading Agreement, these General Terms and Conditions and all provisions applicable on EEX, in particular the clauses governing confidentiality and trade secrets.

A Member that engages a service provider or a subcontractor hereby agrees:

- to introduce provisions into the agreements binding it to the service provider or subcontractor whereby EEX is authorized to audit said provider or subcontractor,
- to introduce provisions into the aforementioned agreements, insofar as possible, whereby the service provider or subcontractor agrees to implement all modifications required by the Member further to audit-related recommendations from EEX.

Chapter 7. Data Usage

Section 1. Intellectual Property and License

EEX warrants that it has obtained all the licenses necessary for using the trading and Order transmission system.

EEX guarantees and holds the Member harmless from any claims from a third party relating to an infringement of third-party ownership rights, intellectual property rights or other property rights.

Each Party shall retain ownership of the documents, data and information of any sort that is transmitted to the other Party under the Trading Agreement and to which either Party may have access, as well as all associated intellectual property rights.

The Member guarantees EEX that it holds the authorizations, property rights and license contracts for all the configurations, firmware and software needed to perform the services relating to these General Terms and Conditions.

For cases where a software application used by the Member to access EEX requires a license or an equivalent right, the provisions pertaining to such license or right are mentioned in an Appendix to these General Terms and Conditions or are provided by EEX to the Member and must be adhered to by the Member.

The Member undertakes to respect the intellectual property rights of EEX and of all third parties providing a system or software application needed to access EEX. To this end, the Member shall take all reasonable measures as regards its staff and third parties to protect said rights and, in particular, shall refrain from altering references to property rights and copyright specified on the materials supplied by EEX. The Member may neither remove nor modify references to copyright, trademarks, trade names or any other sign of intellectual property.

Section 2. Rules for the Usage of Data

Sub-section 1. Auction Data

EEX is the owner of EEX French Guarantees of Origin Auction Data resulting from transactions on EEX French Guarantees of Origin Auction.

Auction Data comprises:

- Data controlled by the Member:
 - Data concerning Members' status: data communicated for the Admission of Applicants, the username of the Member originating the Order, the Auction Account in which the Order is recorded,
 - Orders,
 - Individualized transaction volumes.
- Data controlled by EEX:
 - Auction Data: Order Books, Quantity, Price, side, type, validity and terms of execution of the Order, trading and clearing invoicing data,
 - The Reference Prices calculated by EEX: those Reference Prices cannot be used by the Members to do their own computations.

Auction Data excludes all personal data within the meaning of personal data legislation (and particularly Act 78-17 of 6 January 1978 (Data Protection Act), and the EU General Protection Regulation no. 2016/679 (GDPR) or any other applicable provision).

The Member grants EEX a usage right over the Data controlled by the Member, who shall be authorized to use said data for internal purposes, statistics, reporting or any other activity linked to performance of the Trading Agreement.

More specifically, the Member authorizes EEX to use the trading volumes generated by the Member for statistical or other purposes. Such statistics may be made public. In that case, EEX agrees to ensure that Members remain anonymous.

EEX grants the Member a usage right over the Data controlled by EEX, for internal purposes or for any activity exclusively linked to performance of the Trading Agreement. If a subcontractor is used, the Member undertakes to explicitly mention the restrictions set out in this section. Any other use or distribution requires the prior agreement of EEX or the conclusion of a specific contract.

Sub-section 2. Confidentiality principle

In order to perform the Trading Agreement, each Party may communicate to the other Party proprietary confidential information (Confidential Information).

The term “Confidential Information” shall include all business, technical, covered or not by any trade secret regulation, and other information, written or oral, or in any other form, tangible or intangible, including, but not limited to, information which relates to business plans, customers, marketing, sales, financial information and business strategies, data, knowledge, know-how, patents, product plans, product developments, markets, software (including source and object code) or individual activity on EEX French Guarantees of Origin Auction.

Confidential Information shall not include information which is public knowledge at the time of its disclosure, or which has been obtained through third-party sources or which becomes public knowledge subsequent to such disclosure, other than by breach of any obligation of confidentiality of one of the Parties.

Besides, due to its status of market undertaking operating a regulated market, EEX, its employees, officers, subcontractors and partners are submitted to a professional secrecy duty in relation with Confidential Information pertaining to EEX. Any breach of professional secrecy is submitted to French criminal law.

Each Party undertakes and agrees that it, including its employees, officers shall hold all Confidential Information in confidence against any third party and shall not disclose, copy or reproduce in whole or in part, whether in written, oral, electronic or any other form, Confidential Information to a third party without the prior written consent of the other Party.

Each Party undertakes and agrees to respect the general principle of privileged communications, pursuant to applicable laws and regulations. In particular, each Party agrees to respect trade secrets and to refrain from divulging to third parties, either free of charge or for consideration and in any form whatsoever, the information that it receives from the other Party or that it obtains through performance of the Trading Agreement concerning but not limited to the Party's business, commercial policy, industrial strategy, management or organizational plans, computer applications and any medium bearing the word “confidential” and, in general, any information or document of a financial, economic, technical, IT-related,

commercial or social nature, without the prior written authorization of the other Party, designating the beneficiary(ies) of such information and the tenor thereof.

Furthermore, both Parties undertake not to divulge to third-parties the concepts, ideas, know-how and techniques revealed by either Party in the performance of the Trading Agreement.

Each Party authorizes the other to quote its corporate name or trading name as a commercial reference.

Sub-section 3. Communication right

Each Party is entitled to communicate:

- to the service providers or subcontractors of its choosing: the information received from the other party that is strictly necessary to the performance of the Trading Agreement, subject to the provisions of the “Service providers and subcontractors” article,
- to the competent authorities: the information that such authorities may request under applicable laws or regulations.

The Member authorizes EEX to disclose all or part of the collected Confidential Information to other Deutsche Börse Group entities, mainly for statistical purposes, for the performance of the Trading Agreement and for coordination of services provision within Deutsche Börse Group. In such case, EEX remains responsible for ensuring the confidentiality of the information shared with the Member.

The provisions of this article shall remain in force, including after termination of the Trading Agreement, for a period of three (3) years.

Sub-section 4. Data Privacy

Article 7.2.4.1 Data Privacy Policy

In order to fulfil the Trading Agreement, EEX collects Personal Data from/of traders, employees or any other representative of the Member. The specific conditions of each service for the collection and processing of Personal Data are detailed in EEX Data Privacy Policy available on its website: <https://www.eex.com/en/privacy-notice>

EEX undertakes to process all collected Personal Data pursuant to the applicable data privacy regulations. EEX also intends to respect every individual and every Members’ right to obtain transparent information, oppose, have access to and rectify any data concerning them. In case needed, Members can contact EEX Data Protection Officer at the following address:

European Energy Exchange AG
Data Protection Officer
Augustusplatz 9
04109 Leipzig
Germany
E-Mail: dataprotection@eex.com

Furthermore, any complaint may be addressed to the French Data protection authority (CNIL – Commission Nationale de l’Informatique et des Libertés).

Article 7.2.4.2 Telephone recordings

The Member is also informed that some phone conversations may be recorded. These recordings answer legal requirements applicable to EEX as a regulated market. EEX has an obligation to inform them before the conversation begins that the conversation is going to be recorded, if it is happening on a recorded line. The Members must write an email to trading@eex.com in case they do not wish to be recorded. Further details can be found in the Data Privacy Policy (see link provided in the previous Article). These records are kept for five (5) years and concern a limited number of telephone lines, identified on the EEX website. Requests for any further information may be sent to dataprotection@eex.com

Chapter 8. Liability

Notwithstanding Chapter 8 – Liability – of these General Terms and Conditions, the Member agrees that if EEX is held liable for any breach of Data Privacy Regulation due to the processing of Personal Data by a Member, the latter shall hold EEX harmless for any cost, charge, damages, expenses or loss it has incurred.

Section 1. Rules of Liability

Article 8.1.1 Obligation of means

The Parties are subject to a best-efforts obligation in their execution of the Trading Agreement.

Article 8.1.2 Principles and limitations of liability

Each Party is liable for direct damages incurred by the other Party where the damages originate from the non-performance of an obligation incumbent on the Party under the Trading Agreement to the exclusion of indirect damage, such as commercial damage, loss of business, commercial disruption of any kind or loss of earnings particularly resulting from the absence of communication or processing of an Order, it being understood that any legal proceedings taken against the Member by a third party constitute indirect damage, which does not therefore confer a right to compensation. In this respect, the Parties explicitly agree that the Member guarantees EEX against any action or complaint as a result of the Trading Agreement and shall hold it harmless for any judgement against it, regardless of the basis and nature of such action or complaint of such third party.

Neither Party shall seek to render the other liable for compensation for the harmful consequences of:

- force majeure,
- malfunctions of a service used by the other Party, attributable to circumstances beyond its control and arising in particular from the unavailability, failure or interruption of telecommunications networks or from constraints or limits imposed by telecommunications operators or other service providers,
- impossibility or difficulty for the Member to access EEX's Auction Platform owing to access hardware or equipment for which the Member or a third party is responsible.

Whatever the circumstances, should EEX incur liability, the Parties explicitly agree that the total compensation shall not exceed the sums paid by the Member to EEX during the previous twelve (12) months.

Section 2. Disputes and Conciliation

Disputes between EEX and one or more Members regarding the implementation these General Terms and Conditions or the Trading Agreement shall be dealt with through conciliation before being referred to the courts or to arbitration.

As soon as one Party notifies the other of its intention to refer the dispute to conciliation, the other Party shall have a non-renewable period of fifteen (15) days to announce whether or not it wishes to take part in conciliation. If the other Party does not agree to conciliation, the Parties shall be deemed to have rejected conciliation.

If the other Party agrees to conciliation, the Parties shall then have a non-renewable period of one (1) month to appoint a conciliator. If a conciliator is not appointed within this time, the Parties shall be deemed to have rejected conciliation.

The Parties shall choose the conciliator by mutual consent on the basis of the conciliator's familiarity with energy markets.

The conciliator shall try to help the Parties resolve their dispute and may propose a solution.

The conciliator shall decide how both Parties shall present their case (in writing or orally). The conciliation procedure is limited to one (1) month and may be extended for one (1) further month.

In performing its task, the conciliators may:

- hear the Parties,
- ask for documents,
- hear experts and call on experts for assistance.

Conciliation procedures shall be strictly confidential. However, conciliators shall notify EEX of the opening of a conciliation procedure and the outcome, unless EEX is a Party to the dispute.

The conciliator shall be paid a flat fee to be split evenly between the Parties.

Chapter 9. Fees, Invoicing and Payment

Article 9.1 Annual Fees

The annual fees for Admission to the Registry of Guarantees of Origin for biogas injected into the natural gas network and for the Auction include:

- Mandatory access to the registry (€1,000)
- Access to Guarantees of Origin auction (€3,000) per Member

Annual admission fees are paid by Members on 31 January each year, and at the start of Admission.

Invoices issued by EEX are sent to Members in electronic form. They are available on an FTP server, accessible via SFTP and via an https web page, the details of which are communicated to Members.

Members may, at their express written request, ask EEX to send them paper copies of invoices in EEX's favour.

All purchasing Members must pay these annual fees.

As a granting authority, DGEC does not have to pay the fees for access to the registry.

Article 9.2 Transaction costs

Issuance and sale fees on the Auction are charged at 0.1€/MWh (per GO, applicable to the first 1,000,000 GOs put up for Auction in the course of a year) to 0.01€/MWh (per GO put up for Auction above 1,000,000 GOs in the course of a year), payable by the State.

There are other charges on the registry, although they are not related to the Auction:

- Issuance fees on the National Registry for biogas Guarantees of Origin are charged at €0.02/MWh, payable by the Applicant.
- Transfer fees on the National Registry for biogas Guarantees of Origin are invoiced at €0.02/MWh, payable by the party requesting the transfer.

Cancellation fees on the National Registry for biogas Guarantees of Origin are invoiced at €0.01/MWh.

Article 9.3 Value Added Tax on fees

The fees referred to in Articles 9.1 to 9.3 shall be associated with a provision of services (Article 256 IV of the French Tax Code). The place of supply of such services is where the buyer is established for VAT purposes, according to Article 259-1 of the French Tax Code and Article 44 of Directive 2006/112/EC. They are subject to French Value Added Tax at the rate in force if the buyer is a French resident or a French establishment of a foreign business. They are not subject to French Value-Added-Tax if the buyer is liable to pay Value-Added Tax in another European Union Member State (in such case Value- Added Tax is due by the buyer in the member state in which the tax is due pursuant to article 196 of the directive 2006/112/EC) or is established outside the European Union. Moreover the buyer acknowledges that VAT should be self-assessed by the buyer pursuant to the tax law applicable in the State where the buyer has its residence. The buyer shall fully hold EEX harmless in the event it fails to comply with its tax obligations towards a State.

Article 9.4 Payment

The fees mentioned in articles 9.1 to 9.3 are due on the date specified in the electronic copy of the invoice, with the exception of the charges payable by the State, which are compensated to EEX.

Any delay in payment shall automatically give rise, without the need for a reminder, to a fixed indemnity of forty euros (€40) per invoice for collection costs (art. L 441-6 of the French Commercial Code) in addition to late payment penalties calculated on the basis of three times the current legal interest rate. These penalties are payable from the day after the payment date shown on the invoice.

Chapter 10. Settings

Article 10.1 Auction platform

The electronic platform through which Members submit their bids is <https://www.go-auctions.eex.com>.

Article 10.2 Operational assistance

Members are entitled to telephone assistance concerning the use of the Auction platform and in particular:

- questions relating to the functions of the trading system,
- any system malfunctions.

Operational assistance is provided by the following means of communication:

	E-mail	Telephone
Monday to Friday, during business hours (09:00 to 18:00 CET)	go-gaz@powernext.com	+33 1 70 36 33 49

Chapter 11. Configuration et licences

Article 11.1 Member equipment configuration

Members must have the following hardware and software:

- a PC running a Windows operating system with a package enabling the use of 128-bit encryption, a processor of at least 2GHz and Pentium class, RAM of at least 2GB and one of the following operating systems:
 - Microsoft Windows 7 or higher
- a firewall with the following ports open
 - TCP 443
- a connection and Internet Explorer version 10 or higher.

Article 11.2 Information exchange

Normal configuration

	Transmission of Ordres		Publication of transactions	
Information communicated	Price Volumes Order type Time of transmission		Price Volumes Time of transmission	
Time slot	In real time, while the Order Book is open		No later than 2 days after the Auction is held	
Sender	Members		EEX	
Recipient	EEX		Members	
Primary system	Auction Platform			
Secondary system	Email according to the defined template			
	Transmission of documents Back-Office			
Information communicated	Trades files	Transaction invoices	Membership invoices, other fees	
Time slot	Quarterly, within 2 days of the Auction	Quarterly	Annually	
Sender	EEX	EEX	EEX	
Recipient	Trading members	Trading members	Trading members	
Primary system	Auction Platform	E-mail according to defined template	E-mail according to defined template	
Secondary system	E-mail according to defined template	-	-	

Downgraded configuration

If the trading system is unavailable:

- trading is suspended,
- EEX then informs Members by e-mail of the suspension of trading and the resumption time.

ANNEXES

1. Definitions

Admission	Becoming a Member to the Auction and being authorized to participate therein.
Admission Date	Date of a Member's Admission.
Applicant	Legal entity which has applied to EEX to become a Member to the Auction and adhere to these General Terms and Conditions.
Auction Access	Technical access to the Auction Account provided to each Member to allow them to enter Orders in the Auction.
Auction Account	Account in which the Members' Transactions are recorded.
Auction Data	Data relating to quantities and prices of an Auction and all equivalent data.
Auction Day	The business day, an Auction is conducted.
Auction Platform	Technical system operated by EEX together with the rules on the Auction contained in these General Terms and Conditions that allow Members to acquire Guarantees of Origin in the Auction.
Cahier des Charges	Cahier des Charges related to the auction process of the Biogas Guarantees of Origin in its respective valid version as published on EEX' website
DCP	Direct Clearing Participant within the meaning of the Clearing Conditions of ECC.
Delivery	Delivery of a Guarantees of Origin in fulfilling a Transaction.
DGEC	General Energy and Climate Directorate (Direction Générale de l'Energie et du Climat) of the French Ministry for Energy
ECC	European Commodity Clearing AG, the clearing house of EEX
EEX	European Energy Exchange AG, the operator of the Auction
EEX Auction for Biogas Guarantees of Origin in France or Auction	Auctions for Biogas Guarantees of Origin in France organised by EEX on behalf of the French State, as defined in Article L. 446-22 of the energy code.
General Terms and Conditions	These General Terms and Conditions – EEX Auction for Biogas Guarantees of Origin in France
Guarantee of Origin	A Biogas Guarantee of Origin represents one (1) megawatt-hour (MWh) of biomethane produced in a specific month and injected into the gas grid. It contains all relevant information on the biomethane Production Device.

Inside Information	As defined in Article 2 (1) of Regulation (EU) No 1227/2011 in its respective valid version
Market Manipulation	As defined by Article 2 (2) of Regulation (EU) No 1227/2011 in its respective valid version
Matching	Execution of the Orders in the Auction leading to a Transaction.
Member	Legal entity that has signed a Trading Agreement with EEX and has been admitted to the Auction.
National Registry for Biogas Guarantees of Origin in France or National Registry	National Registry for biomethane injected into the natural gas grid, as laid down in Article L. 445-4. The National Registry is operated by EEX.
Order	Orders are messages by which Members submit their bid to the Auction. They contain the information required to carry out a Transaction in Guarantees of Origin.
Order Book	Centralized technical list within the Auction Platform to enter bids for Guarantees of Origin
Party(ies)	Signatory(ies) of the Trading Agreement.
Preferential Purchase Scheme	Mechanism described in Article L. 446-22, under which the operator of a Production Device registered in the National Registry mentioned in Article L. 446-18 and benefiting from a contract signed in application of Articles L. 446-4 or L. 446-5 may indicate a wish to purchase Guarantees of Origin for his Production Device before they are auctioned as stipulated in Chapter 4 of these General Terms and Conditions.
Preferential Scheme Price	Corresponds to the purchase price of relevant batch pursuant to Article 4.2 of these General Terms and Conditions.
Traded Product or Product	Good traded on the Auction as defined in Chapter 3, Section 1 in conjunction with Annex 2 of these General Terms and Conditions.
Production Device	Biogas installation registered in the National Registry.
Reference Price	Price mentioned in Article 3.5.2 of this General Terms and Conditions and determined by EEX after each Auction.
Trading Agreement	Contract between a Member and EEX governing access to the Auction
Trade or Transaction	Purchase contract concluded in the Auction (including the Preferential Purchase Scheme) under these General Terms and Conditions.
User	Person who has access to the Auction Platform and who is authorised by the Member to enter Orders.
Voluntary Scheme	A Voluntary Scheme sets standards for the production of renewable biogas and is recognized by the European Commission pursuant to the provisions in

	the Directive (EU) 2018/2001 (Renewable Energy Directive; RED) in its respective valid version.
--	---

2. Tradable Products

Product	French Biogas Guarantee of Origin
Tradable Products	<p>French Biogas Guarantee of Origin having zero (0), one (1) or two (2) specifications.</p> <p>List of possible combinations on which Members can post Orders:</p> <ul style="list-style-type: none"> • French Biogas Guarantee of Origin from a Production Device that is certified sustainable / EU ETS • French Biogas Guarantee of Origin from a Production Device that is certified sustainable / non EU ETS • French Biogas Guarantee of Origin from a Production Device that is not certified sustainable / EU ETS • French Biogas Guarantee of Origin from a Production Device that is not certified sustainable / non EU ETS • French Biogas Guarantee of Origin from a Production Device that is certified sustainable • French Biogas Guarantee of Origin from a Production Device that is not certified sustainable • French Biogas Guarantee of Origin EU ETS • French Biogas Guarantee of Origin non EU ETS • French Biogas Guarantee of Origin <p>Members may also express a preference for one (1) or more (maximum twenty (20)) particular Production Device(s).</p> <p>Each French Biogas Guarantee of Origin represents one month of biogas production.</p>

3. Auction Calendar

		Opening of Order Book	Closure of Order Book	Modification of cash trading limits	Order Matching
Auction months	Production months	10 am	10am	4pm	12am
Dec 2024	Dec 2023 to Jun 2024	27/11/24	04/12/24	03/12/24	04/12/24
Feb 2025	Jul to Sep 2024	29/01/25	05/02/25	04/02/25	05/02/25
May 2025	Oct to Dec 2024	29/04/25	06/05/25	05/05/25	06/05/25
Aug 2025	Jan to Mar 2025	30/07/25	06/08/25	05/08/25	06/08/25
Nov 2025	Apr to Jun 2025	29/10/25	05/11/25	04/11/25	05/11/25

EEX may modify the Auctions Calendar during the year. In that case EEX shall inform Members at least two (2) calendar days before the modified days.