

**> eex group**

**GB DATA SERVICES  
AGREEMENT**

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**Leipzig**

**Release 0001A**

## GB Data Services Agreement

Through this Agreement with EEX, EPEX SPOT offers the Market Participants the provision of data relating to orders or trades in GB Contracts with delivery in GB in the format as specified in Annex 1 to this Agreement. The data are provided **on an SFTP/FTPS Server** or by other appropriate means **for individual download by the Market Participant** on the working day following the conclusion of the contract or the placement of the order.

<b>Market Participant (complete name of the company)</b>	
<b>The Agreement request concerns the following Market Segment(s)</b>	
<input type="checkbox"/> EPEX (GB)	
<b>Legal Entity Identifier (LEI)<sup>1</sup></b>	
<b>Registration Code<sup>2</sup></b>	
<b>Name of contact person</b>	<b>Name of invoice recipient</b>
<b>Street or P.O.B. of contact person</b>	<b>Street or P.O.B. of invoice recipient</b>
<b>Postal code, city and country of contact person</b>	<b>Postal code, city and country of invoice recipient</b>
<b>Email address of contact person</b>	<b>Email address of invoice recipient</b>
<b>Telephone of contact person</b>	<b>Fax of contact person</b>

<sup>1</sup> For further information regarding the issuance of LEIs, please consult the web page of the Regulatory Oversight Committee (ROC) of the Global Legal Entity Identifier System (GLEIS) [www.lei.org](http://www.lei.org).

<sup>2</sup> The unique identifier issued by the competent NRA for the market area GB, if applicable.



# Terms and Conditions

## 1. Entry into force of the Agreement

Necessary prerequisite for the conclusion of the GB Data Services Agreement concerning one of the listed Market Segments is the membership at EPEX SPOT according to its rules and regulations. This Agreement between EEX and the Market Participant (“**the Parties**”) becomes effective once EEX has received the duly completed subscription form. Once the Agreement is effective, the Contracting Party is appointed, authorised and obliged to conduct the Data Service(s) pursuant to the present Terms and Conditions.

Necessary prerequisite for the activation of the Data Services under this Agreement is a valid certificate for the encryption of the GB Data files on the SFTP/FTPS. The relevant information is provided by EEX to the Market Participant upon receipt of a duly completed subscription form.

## 2. Term of the Agreement

The Agreement is concluded for an indefinite term. Each Party may terminate the Agreement with fourteen (14) calendar days' prior notice to the end of the month. A termination by the Market Participant will only be effective if the Data Services Termination Form is delivered to the specified address.

A termination for any reason of the membership of the Market Participant with EPEX SPOT leads to the automatic cessation of the respective Data Service and automatic termination of the Agreement with EEX.

## 3. Subcontractors

EEX may subcontract third parties for the performance of the Data Service(s) or any part thereof, provided that EEX remains responsible for the performance of the Agreement.

## 4. Fees

The Market Participant shall pay fees in accordance with the List of Services and Prices of EEX, as amended from time to time in accordance with the terms stated therein. The German Version of the List of Services and Prices of EEX (i.e., the “Leistungs- und Preisverzeichnis der EEX AG”) shall be legally binding. The English and the German version are available on the Website of EEX at [www.eex.com](http://www.eex.com).

## 5. Invoicing and Tax

Invoices of monthly fees are issued by EEX once per quarter and due upon receipt by the invoice recipient via email. If no invoice recipient has been named, EEX will send the invoices to the email address of the Market Participant's contact person.

Invoices of yearly fees are issued by EEX once per year and due upon receipt. Any due fees according to this Agreement are debited directly via the Clearing Member or the Settlement Agent as appointed paying agent of the Market Participant. Clearing Member/Settlement Agent is the Market Participant's Clearing Member/Settlement Agent on the debit date.

The payment is due without tax deduction and the fees should be paid to EEX for the entire amount. In the case the Tax Authorities of the residence' country of a party needs a certificate of residence of the other party to avoid any withholding tax or deduction, the other party undertakes to deliver this residence certificate, under the required form, for each year.

## 6. Amendment to the Agreement and change of Services

Any amendment to the Agreement by EEX shall be electronically announced by EEX to the Market Participant at least ten (10) working days before such amendment becomes effective. The amendment shall be considered accepted by the Market Participant unless the Market Participant objects in writing to EEX until it becomes effective. In the event of an objection, the Agreement shall terminate upon the effective date of the changes. For the avoidance of doubt, in relation to changes to the Fees, the relevant provisions in the List of Services and Prices of EEX shall apply.

In case a Market Participant intends to change the scope of the present Data Services, the Market Participant shall hand in a new GB Data Services Agreement Form which will then seamlessly replace the present Agreement.

## 7. Confidentiality

Information transmitted in the framework of this Agreement shall be considered confidential and the Parties shall exercise at least the same degree of care as they use with regard to their own confidential information, but in no event less than a reasonable degree of care in protecting the other Party's confidential information.

## 8. Liability

The liability of EEX shall in any case be limited to the total of all fees paid by the Market Participant for the twelve (12) months preceding the first written notification of a direct damage. This limitation of liability shall not apply to intentionally caused damages and gross negligence.

## 9. Applicable law

The Agreement shall be subject to, construed in accordance with and governed by the laws of Germany excluding the German statutory laws on conflict of laws. The exclusive jurisdiction for all conflicts arising in connection with the Agreement shall be Leipzig.

## 10. Miscellaneous

The membership of the Market Participant at EPEX SPOT is governed by the Market Rules of EPEX SPOT. Therefore, to the extent that this Agreement is inconsistent with the Market Rules of EPEX SPOT in relation to the scope of the present Agreement, the Market Rules shall prevail to the extent of the inconsistency.

It is the Market participant's obligation to provide EEX AG with updates of all information provided in this Agreement, e.g. the invoice recipient's and contact person's email.

If any of the provisions of this Agreement shall become or be held invalid or unenforceable, all other provisions hereof shall remain in full force and effect. The invalid or unenforceable provision shall be deemed to be automatically amended and replaced by a valid or enforceable provision which economically accomplishes as far as possible the purpose and the intent of the invalid or unenforceable provision.

## Annex 1

The data will be provided in a format which follows the principles of the requirements stipulated by ACER in sections 4.1, 5.4 and Annex V of the Agency's Manual of Procedures on transaction and fundamental data reporting in its respective valid version available on ACER's website.