

part of eex group



# List of Services and Prices of EEX AG

The English version is for information purposes only. The German version is legally binding.

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# 1. Transaction Fees

## 1.1 General

EEX AG charges transaction fees for the execution of orders and the registration of trades (together “Transactions”). The transaction fees have to be paid by the respective trading participants<sup>1</sup> on whose behalf the Transaction has been executed in accordance with EEX’s Rules and Regulations. Transaction fees are derived from the volume executed in the corresponding units in Megawatt hours (MWh), Therms (thm), million British thermal unit (MMBtu), kilo tonnes of carbon dioxide (ktCO<sub>2</sub>), metric tonnes (t), short tons (st), days (d), or hours (h), respectively, or on the number of contracts concluded (Contract).

### 1.1.1 Transactions in Combined Instruments or Orders

For Transactions in combined instruments or combined orders (spreads)

- that combine only physically settled natural gas products, only the transaction fee of the first mentioned product of the respective spread is charged. For transactions based on an implicit order in the trading system, only the transaction fee is charged for the product to which the implicit order relates.
- that combine EEX EGSI Natural Gas Future for different market areas (location spreads), only the transaction fee for the first mentioned market area of the respective location spread is charged.
- that combine physically settled natural gas products with EEX EGSI Natural Gas Futures, only the transaction fee of the physically settled natural gas product of the respective spread is charged.
- that combine an EEX EGSI Natural Gas Future with an EEX Power Future (spark spread), the transaction fee of the EEX EGSI Natural Gas Future of the respective spark spread is waived.
- that combine spot products and futures on emission rights only the transaction fee for the futures product of the respective spread is charged.

### 1.1.2 Delta Hedge Discount for Power and Natural Gas Products

For a Transaction entailing a delta hedge in an Option on EEX Futures (currently, EEX Power Futures or EEX Natural Gas Futures) (delta hedge), the transaction fee for the delta hedge will be reimbursed provided that (i) the option and delta hedge are concluded at EEX on the same trading day and (ii) the trade ID of the delta hedge is indicated when concluding the option. The discount is only available when establishing an initial futures position.

<sup>1</sup> If not stipulated otherwise: together for Exchange participants and Members of the EEX OTF.

## 1.2 Power Products

Subject to the provisions in section 1.1 (spread and delta hedge), EEX AG charges the following fees for transactions in power products:

### EEX Power Futures (including EEX OTF Products)

Transactions in	
EEX Power Week/Month/Quarter/Year Futures	€ 0.0075 per MWh
EEX Nordic Power Futures (Week/Month/Quarter/Year)	€ 0.0025 per MWh
EEX-PXE Power Futures (Week/Month/Quarter/Year) <sup>1)</sup>	€ 0.015 per MWh
EEX Power Day and Weekend Futures	€ 0.015 per MWh
EEX-PXE Czech and EEX-PXE Hungarian Day and Weekend Futures	€ 0.03 per MWh
EEX GB Power Futures (Day/Weekend/Week/Month/Quarter/Season/Year)	GBP 0.00375 per MWh
EEX Japanese Power Futures (Day/Weekend) <sup>2)</sup>	¥ 4.00 per MWh
EEX Japanese Power Futures (Week/Month/Quarter/Season/Year)	¥ 2.00 per MWh

### Options on EEX Power Futures

Transactions in Options on EEX Power Futures	
with an option premium of € 0.15 per MWh or more	€ 0.0025 per MWh
with an option premium of less than € 0.15 per MWh	€ 0.00125 per MWh

<sup>1)</sup> For all transactions in EEX-PXE Polish Power Futures concluded in the period from 1 July 2021 to 30 June 2022, the transaction fee is waived.

<sup>2)</sup> Expected to be tradable from June 2023.

### 1.3 Natural Gas Products

Subject to the provisions in section 1.1 (spread and delta hedge), EEX AG charges the following fees for transactions in natural gas products:

#### Natural Gas at the Spot Market

Transactions concluded between 8 am and 6 pm CE(S)T in	
Natural Gas with Delivery in the Market Area TTF: <ul style="list-style-type: none"> <li>for delivery periods Within-Day</li> <li>for all other delivery periods (except Hourly products)</li> </ul>	<p>€ 0.015 per MWh</p> <p>€ 0.005 per MWh</p>
Natural Gas with Delivery in the Market Areas PEG ( <del>except Locational, Zonal, Quality-Specific and Hourly products</del> ), PVB, ZTP, ZTP L <ul style="list-style-type: none"> <li>for delivery periods Within-Day</li> <li>for all other delivery periods</li> </ul>	<p>€ 0.015 per MWh</p> <p>€ 0.01 per MWh</p>
Natural Gas with Delivery in the Market Areas <del>THE</del> ( <del>except Locational, Zonal, Quality-Specific and Hourly products as specified below</del> ): <ul style="list-style-type: none"> <li>for delivery periods Within-Day</li> <li>for all other delivery periods (<del>except Hourly products</del>)</li> </ul>	<p>€ 0.015 per MWh</p> <p>€ 0.005 per MWh</p>
Locational, Zonal or Quality-Specific Products on Natural Gas with Delivery on the following delivery points or zones in the Market Area: <ul style="list-style-type: none"> <li>GRTgaz: PEG,</li> <li>THE: <del>THE H<sup>1</sup>, THE L<sup>1</sup></del>, THE North H, THE North H VIP BE, THE North H VIP NL, THE North H Cluster, THE South H, THE South H VIP BE, THE South H VIP NL, THE South H Cluster, THE North L, THE South L</li> </ul> as well as Hourly products on Natural Gas with Delivery in the Market Areas TTF, THE, THE L North, THE L West, THE L East	<p>€ 0.03 per MWh</p>
Natural Gas with Delivery in the Market Area NBP and ZEE	<p>GBp 0.0015 per thm</p>
Natural Gas with Delivery in the Market Area ETF <ul style="list-style-type: none"> <li>for delivery periods Within-Day</li> <li>for all other delivery periods</li> </ul>	<p>€ 0.015 per MWh</p> <p>€ 0.016 per MWh</p>
Natural Gas with Delivery in the Market Area CEGH VTP <sup>24</sup> ): <ul style="list-style-type: none"> <li>for delivery periods Hourly</li> <li>for delivery periods Within-Day</li> <li>for all other delivery periods</li> </ul>	<p>€ 0.01 per MWh</p> <p>€ 0.015 per MWh</p> <p>€ 0.005 per MWh</p>
Natural Gas with Delivery in the Market Area CZ VTP	<p>€ 0.005 per MWh</p>

[For footnotes, see after Transaction Fees for Options on Futures on Natural Gas.](#)

Transactions concluded between 6 pm and 8 am CE(S)T of the following day (“Off-Hours”) in	
Natural Gas Spot Products <ul style="list-style-type: none"> <li>▪ with Delivery in the Market Area NBP and ZEE               <ul style="list-style-type: none"> <li>○ for delivery periods Within-Day</li> <li>○ for all other delivery periods</li> </ul> </li> <li>▪ with Delivery in all other Market Areas (except Locational, Zonal, <a href="#">Quality-Specific</a> and Hourly products <a href="#">as specified below</a>)               <ul style="list-style-type: none"> <li>○ for delivery periods Within-Day</li> <li>○ for all other delivery periods</li> </ul> </li> </ul>	GBp 0.003 per thm GBp 0.002 per thm  € 0.03 per MWh € 0.02 per MWh
Locational, Zonal or Quality-Specific Products on Natural Gas with Delivery on the following specific <i>delivery points</i> or zones in the Market Area: <ul style="list-style-type: none"> <li>▪ GRTgaz: PEG,</li> <li>▪ THE: <a href="#">THE H<sup>1)</sup></a>, <a href="#">THE L<sup>1)</sup></a>, THE North H, THE North H VIP BE, THE North H VIP NL, THE North H Cluster, THE South H, THE South H VIP BE, THE South H VIP NL, THE South H Cluster, THE North L, THE South L</li> </ul> as well as Hourly products on Natural Gas with Delivery in the Market Areas TTF, THE, THE L North, THE L West, THE L East	€ 0.03 per MWh

For footnotes, see [after](#) Transaction Fees for Options on Futures on Natural Gas.

### Natural Gas Futures (including EEX OTF-Products)

Transactions in	
Futures on Natural Gas with Delivery in the Market Area TTF	€ 0.00175 per MWh
Futures on Natural Gas with Delivery in the Market Areas NBP and ZEE	GBp 0.0007 per thm
Futures on Natural Gas with Delivery in the Market Area CEGH VTP	€ 0.003 per MWh
Futures on Natural Gas with Delivery in the Market Areas PEG, PVB, ZTP, ETF and CZ VTP	€ 0.005 per MWh
Futures on Natural Gas with Delivery in the Market Areas THE and PSV	€ 0.0025 per MWh
EEX EGSI Natural Gas Day/Weekend/Week Futures	€ 0.005 per MWh <sup>32)</sup>
EEX NBP EGSI Natural Gas Day/Weekend/Week Futures <sup>43)</sup>	GBp 0.0015 per thm <sup>32)</sup>
EEX CEGH VTP EGSI Natural Gas Month/Quarter/Season/Year Futures	€ 0.003 per MWh <sup>32)</sup>
EEX THE EGSI Natural Gas Month/Quarter/Season/Year Futures	€ 0.0025 per MWh <sup>32)</sup>
EEX TTF EGSI Natural Gas Month/Quarter/Season/Year Futures	€ 0.00175 per MWh <sup>32)</sup>
EEX NBP EGSI Natural Gas Month/Quarter/Season/Year Futures <sup>43)</sup>	GBp 0.0007 per thm <sup>32)</sup>
Futures on Liquefied Natural Gas (LNG)	\$ 0.0007 per MMBtu

### Options on Natural Gas Futures

Transactions in Options on Natural Gas Futures	€ 0.002 per MWh
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- 1) As of 1 June 2023. Until 31 May 2023 (including), the regular transaction fees for the Market Area THE continue to apply.
- 2) Trading participants, who as Market Area Manager (MAM), Transmission or Distribution System Operator (TSO or DSO) or their service providers have simultaneously concluded two corresponding but opposite transactions in EEX Natural Gas Day or Within-Day Spot Contracts for the purpose of implicitly allocating capacities for the cross-border transport of natural gas, whereby the corresponding transactions:
- have the same quantity of natural gas and the same delivery period (Day or Within-Day) and one is a buy and the other one is a sell transaction,
  - one of the transactions relates to the market area CEGH VTP and the other to the market area THE, and
  - both transactions otherwise only differ in price,
- have to pay until and including 30 September 2022 only transaction fees for the transaction relating to the market area CEGH VTP.
- 3) For all transactions concluded up to and including 31 December 2023, the transaction fee will be waived for the initiator of the transactions.
- 4) Expected to be tradable from June 2023.



## 1.4 Environmental Products

Subject to the provisions in section 1.1 (spread and delta hedge), EEX AG charges the following fees for transactions in environmental products:

### Emission Rights on the Spot Market

Transactions in	
Allowances (EUA, EUAA) – Primary Auction (buyers only) of the EU Common Auction Platform	€ 3.90 per ktCO <sub>2</sub>
Allowances (EUA, EUAA) – Primary Auction (buyers only) for Poland	€ 3.90 per ktCO <sub>2</sub>
Allowances (EUA) Primary Auction (buyers only) for Northern Ireland in the framework of EU-ETS	€ 3.90 per ktCO <sub>2</sub>
Allowances (EUA, EUAA) – Primary Auction (buyers only) for Germany	€ 2.50 per ktCO <sub>2</sub>
Emission Rights (EUA, EUAA) – Secondary Trading	€ 3.50 per ktCO <sub>2</sub>

### Futures on Emission Rights

Transactions in Futures on Emission Rights <sup>1)</sup>	€ 2.50 per ktCO <sub>2</sub>
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### Options on Futures on Emission Rights

Transactions in options on Futures on Emission Rights <sup>1)</sup>	€ 2.50 per ktCO <sub>2</sub>
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<sup>1)</sup> Upon sign-up and confirmation, new or newly active trading participants (trading participants who have traded less than 50 ktCO<sub>2</sub> in futures and options on emission allowances during any three consecutive (full) calendar months within the last 12 months) will pay a reduced transaction fee of € 0.50 per ktCO<sub>2</sub>. The reduced transaction fee applies to the trading participant's total trading volume. The reduced transaction fee shall also apply to trading volumes of a trading participant's indirect trading participant(s) (*mittelbare Handelsteilnehmer*) within the meaning of Section 2(8) BörsG (Agency Clients) if such Agency Client(s) fulfil(s) the criteria as specified above, provided that the trading participant ensures that the reduction is passed on economically to its respective Agency Client(s). In any case, to avoid double crediting at the expense of EEXAG, the reduced transaction fee only applies in relation to trading volumes of Agency Clients insofar as these Agency Clients do not receive similar benefits directly from EEX AG.

Trading participants and Agency Clients interested in benefitting from this scheme: Please contact EEX AG via your Key Account Manager or [emissions@eex.com](mailto:emissions@eex.com). The reduction will be granted for a period of twelve (12) months as of the month of sign-up. This reduction will only be granted once.

## 1.5 Agricultural Products

Subject to the provisions in section 1.1 (spread and delta hedge), EEX AG charges the following fees for transactions in agricultural products:

### Futures on Agricultural Products

Transactions in	
Futures on Potatoes	€ 3.00 per Contract
Futures on Skimmed Milk Powder	€ 1.50 per Contract
Futures on Whey Powder	€ 1.50 per Contract
Futures on Butter	€ 1.50 per Contract
Futures on Liquid Milk	€ 1.50 per Contract

## 1.6 Global Commodities

Subject to the provisions in section 1.1 (spread and delta hedge), EEX AG charges the following fees for transactions in global commodities:

### Freight Futures

Transactions in	
Futures on Dry Bulk Time Charter Freight <sup>1)</sup>	\$ 3.60 per d
Futures on Dry Bulk Trip Time Charter Freight <sup>1)</sup>	\$ 3.60 per d
Futures on Dry Bulk Voyage Routes Freight <sup>1)</sup>	\$ 0.0036 per t

### Options on Freight Futures

Transactions in Options on Futures on Freight <sup>1)</sup>	\$ 3.60 per d
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<sup>1)</sup> These transaction fees will be reduced by or \$ 0.0030/t (Futures on Dry Bulk Voyage Routes Freight) or \$ 3.00/d (all other Freight Futures and Options) in the following case:

The trading participant is a new trading participant or it grants a new client access to EEX as an indirect trading participant (*mittelbare Handelsteilnehmer*) within the meaning of Article 2 para 8 of the German Exchange Act (Agency Clients). Trading participants and Agency Clients are deemed to be new if they have not been admitted to EEX or have not had indirect access to EEX in the past 12 months.

The reduction shall be granted for one year, calculated from the time when the new trading participant was admitted to trading on EEX or the indirect trading participant was granted access to EEX.

A Trading participant shall receive the reduction for a new Agency Client only insofar as the Agency Client does not receive the benefits of the reduction directly from EEX AG. In this case, the trading participant shall ensure that the reduction is passed on to the respective Agency Client in economic terms.

It is the responsibility of the trading participant to inform EEX AG about new Agency Clients and to provide evidence of the resulting discount entitlements upon request.

Insofar as the reduction relates to the trading participant's own volumes, the granting of the reduction shall (if applicable) be accompanied by the following:

- Market Support Agreements with EEX AG, insofar as they cover trading in products comprised by the reduction, and
- other incentive schemes of EEX AG for trading in products comprised by the reduction

## 1.7 Trading on Behalf Fees

For the registration of a trade on behalf of trading participants (Trading on Behalf according to section 13 of the EEX Trading Conditions) EEX AG charges an additional fee of € 50.00 from each trading participant who is a party to the respective trade. In case of a give-up already provided for in a trading participant's request for registration, the additional fee shall not be charged to this trading participant but to the trading participant who is a party to the respective trade after the give-up has taken place.

## 2. Trade Cancellation Fees

Trading participants, upon whose request transactions at EEX Spot Markets or at EEX Derivatives Markets or at EEX OTF have been cancelled according to the respectively valid Trade Cancellation Rules of the exchange including the Trading Rules of the EEX OTF, will be charged a Trade Cancellation Fee according to the following scheme<sup>1)</sup>:

<ul style="list-style-type: none"> <li>▪ Derivatives products on power and natural gas</li> </ul>	<ul style="list-style-type: none"> <li>▪ Products denominated in Euro or in another currency:               <ul style="list-style-type: none"> <li>○ € 500 (Day, Weekend, and Week Contracts)</li> <li>○ € 1,000 (Month Contracts)</li> <li>○ € 1,500 (Quarter Contracts)</li> <li>○ € 2,000 (Season Contracts)</li> <li>○ € 2,500 (Year Contracts)</li> <li>○ € 1,000 (Quarter and Year Peak Contracts)</li> </ul> </li> <li>▪ Products denominated in GBP:               <ul style="list-style-type: none"> <li>○ £ 400 (Day, Weekend, and Week Contracts)</li> <li>○ £ 800 (Month Contracts)</li> <li>○ £ 1,200 (Quarter Contracts)</li> <li>○ £ 1,600 (Season Contracts)</li> <li>○ £ 2,000 (Year Contracts)</li> </ul> </li> <li>▪ Companies that have a quotation obligation for power contracts at the exchange or the EEX OTF:               <ul style="list-style-type: none"> <li>○ € 500</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>▪ Spot products on natural gas<sup>2)</sup></li> </ul>	<ul style="list-style-type: none"> <li>▪ Products denominated in Euro:               <ul style="list-style-type: none"> <li>○ € 1,500 €</li> </ul> </li> <li>▪ Products denominated in GBP:               <ul style="list-style-type: none"> <li>○ £ 1,400</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>▪ Spot and derivatives products on emission rights</li> </ul>	<ul style="list-style-type: none"> <li>▪ € 500</li> </ul>
<ul style="list-style-type: none"> <li>▪ Derivative products on agricultural products<sup>3)</sup></li> </ul>	<ul style="list-style-type: none"> <li>▪ € 500</li> </ul>
<ul style="list-style-type: none"> <li>▪ all other products</li> </ul>	<ul style="list-style-type: none"> <li>▪ € 5,000</li> </ul>

<sup>1)</sup> Trading participants who have entered into a later cancelled transaction in their role as a trading broker will be charged a reduced Trade Cancellation Fee of € 500.

<sup>2)</sup> Trade Cancellation Fee will be applied per cancelled transaction.

<sup>3)</sup> Trade Cancellation Fee will be applied per executed order, not per transaction.

### 3. Fee for Excessive Use of the Trading Systems

In case of excessive use of EEX's including the EEX OTF's trading systems, respectively, by entering, changing, or deleting disproportionately many orders (Entries) of one trading participant per exchange or trading day without the conclusion of a trade, respectively, EEXAG charges a tiered fee (ESU Fee) to mitigate negative effects to the stability of the systems of EEX and the EEX OTF, respectively, and the integrity of the markets of EEX (including the EEX OTF).

The Entries are calculated according to the following rules:

- Entry and Deletion of an order, respectively: each one entry
- Change of an order: two entries
- Entry of combined orders: two entries or as many entries as individual orders, respectively
- Quotes: two entries
- No entry: measures conducted by the trading systems, e.g., deletion of orders

Disproportionately many Entries of one trading participant are existent, if the number of Entries of that trading participant per executed transaction per exchange or trading day, respectively, is greater than the free number of Entries determined for the respective product and market segment (Entry-Transaction-Ratio or ETR), whereas the ETR for one transaction is also valid, if no transaction has been executed. The respective ETR per product and market segment amounts to:

Product	Market Segment	ETR
Power	Derivatives Market	60,000
Natural Gas	Derivatives Market	60,000
	• Spot Market(Hourly Contracts)	900,000
	• Spot Market (Other Contracts)	350,000
Emission Rights	Derivatives Market	30,000
	Spot Market (except primary auctions)	5,000
Agricultural products	Derivatives Market	5,000
Other products	Spot/Derivatives Market (except primary auctions)	5,000

The ESU Fee will be charged solely for the Entries that constitute the excessive use of EEX's or EEX OTF's trading systems (Exceedance), respectively. The amount of the ESU Fee will be determined for each Exceedance subject to the level of exceedance (up to and including 50 %, over 50 % up to and including 100 %, over 100 %) according to the following table:

Exceedance	≤ 50%	> 50–100%	>100%
ESU Fee in € per Entry	0.01	0.02	0.03

The ESU Fee according to this section will be reimbursed, if the number of exchange or trading days, respectively, the ESU Fee has been incurred for the respective trading participant in the relevant calendar month is not greater than five and the trading participant provides EEX AG with plausible reasons in text form within one week after the respective invoice has been sent that the excessive system use did not occur deliberately or grossly negligently.

The provisions regarding the ESU Fee do not apply to Entries made within the scope of auctions and for trading participants having quoting obligations.

**Example for the determination of the ESU Fees:**

A trading participant generates on one exchange or trading day, respectively, in the market segment „Derivatives Market“ for the product “Power” 300,000 Entries and 2 transactions, i.e. the trading participant generated 150,000 Entries per transaction. The permitted ETR, however, amounts to 60,000.

Thus, the ESU Fee adds up to:

Entries per Trade: 0 – 60,000 (ESU Limit)	= 60,000 à € 0.00 € → € 0.00
Entries per Trade: 60,001 – 90,000 (≤ 50% Exceedance)	= 30,000 à € 0.01 € → € 300.00
Entries per Trade: 90,001 – 120,000 (> 50% – 100 % Exceedance)	= 30,000 à € 0.02 € → € 600.00
Entries per Trade: 120,001 – 150,000 (> 100 % Exceedance)	= 30,000 à € 0.03 € → € 900.00

**ESU Fee:** € 300.00 + € 600.00 + € 900.00 = **€ 1,800.00**

## 4. Membership Fees and Further Fees

### 4.1 Membership Fees

Depending on the respective membership EEX AG charges trading participants of EEX the following membership fees for the use of the spot and futures markets operated by EEX (participation in order book trading and/or trade registration or auction trading, including EEX OTF Membership - hereinafter referred to as “trading”).

Kind of Membership <sup>1)</sup>	Fee
<b>EEX Full Membership</b> Participation in trading in all products of EEX <sup>2)</sup>	€ 37,000 p.a.
<b>EEX Power Plus Membership</b> Participation in trading in all products of EEX, however on the Natural Gas market limited to the products of the Emerging Natural Gas Markets <sup>3) 2)</sup>	€ 22,000 p.a.
<b>EEX Natural Gas Plus Membership</b> Participation in trading in all products of EEX, however on the Power market limited to the products of the market area Great Britain <sup>2)</sup>	€ 20,000 p.a.
<b>Environmental and Emerging Markets Membership</b> Participation in trading in the following products <b>only</b> : Emission Rights on EEX Spot Markets (primary and secondary markets) and Derivatives Markets as well as agricultural and freight products	€ 5,000 p.a. <sup>4)</sup>
<b>Primary Auction Only Membership</b> Participation <b>only</b> in primary auctions of Allowances on the Spot Market	€ 0 p.a.

1) Decisive is the type of membership with the lowest price, in which all products for which admission to the exchange has been granted can be traded.

2) Trading in the respective products on the regulated market and the EEX OTF.

3) Emerging Natural Gas Markets comprise EEX PVB Natural Gas Products, EEX CZ VTP Natural Gas Products, EEX EGSI Natural Gas Futures as well as EEX Futures on LNG.

4) The fee is reduced to € 2,500 p.a. for participation exclusively in trading in emission allowances on the spot market (primary and secondary market).



## 4.2 New Trading Participants

New trading participants after having been admitted at EEX (including the conclusion of the OTF Membership Agreement) for the first time<sup>1)</sup> will not be charged membership fees (see Sect. 4.1) for the quarter of the admission and the four subsequent quarters.<sup>2)</sup>

- 1) A trading participant is deemed to be admitted to EEX for the first time if the trading participant has not been admitted to EEX or has not been a member of the EEX OTF in the past 12 months.
- 2) Trading participants that have been admitted until 31 October 2020 will further receive for the same period of time up to three technical accesses to the trading system with the frontends EEX TT Screen and GV Portal User for Trading Gateway (see Sect. 4.4; excluding the prices for physical connection) free of charge.

## 4.3 Temporary View Only Access

Persons who are not trading participants can obtain temporary access to the trading systems of the EEX (including the EEX OTF) exclusively with read access and without the right to participate in trading (View Only). View Only access is provided for three months and can be renewed once for a further three months' period if admission to trading on EEX or membership of the EEX OTF has been applied for. EEX AG charges the following fees for this temporary View Only access:

	<b>Fee</b>
Temporary View Only Access	€ 0 p.a.

Trading participants can gain permanent View Only access to the trading systems of the EEX (including the EEX OTF). There is no charge for the permanent View Only Status itself, but the charges according to Sect. 4.4 apply for the selected technical access.

#### 4.4 Fees for Connections

The following fees are charged for the technical accesses (data lines) offered by EEX AG to the trading systems of EEX (including the EEX OTF) from its trading participants depending on the chosen access alternative:

Services	Bandwidth [Mbit/s] per MIC	Fee per Connection (€/month)			
		Tier Equinix FR2	Tier A	Tier B	Tier C and other Locations
Leased Line: EEX Futures Multi Interface Channel (MIC)	7 <sup>x1</sup>	750	750	750	R
	14 <sup>x2</sup>	1250	1250	1250	R
	80 <sup>x3</sup>	3000	4200	6400	R
iAccess (VPN) Internet based: EEX Futures Multi Interface Channel (MIC)	7 <sup>x1</sup>	500			
Joint Usage per Eurex Connection <sup>x4</sup>	n/a	250 <sup>x5</sup>			

Co-Location 2.0 Service	Bandwidth [Gbit/s]	Fee per Connection (€/month)
EEX Futures EMDI <sup>x6</sup>	10	5000
EEX Futures & Options EOBI <sup>x6</sup>	10	7500
EEX Futures EMDI & EEX Futures & Options EOBI <sup>x6</sup>	10	8000
EEX Futures Transaction	10	5000
<b>Legend</b>		
<b>Tier A</b>	Metro areas of Amsterdam, Frankfurt, London, Milan, Paris, and Zurich	
<b>Tier B</b>	Austria, France, Germany, Switzerland, The Netherlands, UK	
<b>Tier C</b>	Belgium, Denmark, Finland, Ireland, Italy, Portugal, Spain, Sweden	
<b>Other Locations</b>	Locations other than Tier A, B and C	
<b>R</b>	On request	
<b>X1</b>	please see N7 Network Access Guide - equaling Eurex 7 Mbit/s MIC	
<b>X2</b>	please see N7 Network Access Guide - equaling Eurex 7 Mbit/s MIC plus EEX EMDI	
<b>X3</b>	please see N7 Network Access Guide - equaling Eurex 7 Mbit/s MIC plus EEX EMDI, RDI	

<b>X4</b>	Fees for EEX Futures T7 leased lines and iAccess connections provided to participants of the EEX Futures market running on T7. In case a Eurex connection is available in the same location, access to the EEX Futures market is only available in joined usage mode via the Eurex connection. This holds as well if an EEX Futures MIC is already in place and at a later stage a Eurex connection is ordered to the same location. In this case the access to the EEX Futures market will be realized via the Eurex connection.
<b>X5</b>	Per Eurex T7 connection on which EEX Futures production sessions are setup
<b>X6</b>	An additional agreement with EEX AG is required for the right to use the data received beyond one's own direct trading activity on EEX. Further information can be requested directly from the Market Data Services department of EEX AG at <a href="mailto:datasource@eex-group.com">datasource@eex-group.com</a> .
<b>Equinix FR2</b>	In selected rooms at Kruppstraße 121 – 127; 60388 Frankfurt, Germany with pre-structured cabling / routed layer 3 connections / port speed 1 Gbit/s
<b>Co-Location 2.0 Service</b>	Co-Location Services – in selected rooms at Kruppstraße 121 – 127; 60388 Frankfurt, Germany with pre-structured cabling / normalized cable length / peerless layer 2 connections / port speed 10 Gbit/s

## 4.5 Fees for Frontends

The following fees are charged for the technical accesses (frontends) offered by EEX AG to the trading systems of EEX (including the EEX OTF) from its trading participants depending on the chosen access alternative (frontend and connection):

Frontend	Charged per	Price based on connection type (€/month)		
		Internet	VPN	Leased line
EEX TT Screen <sup>2)</sup>	User	150	n/a	n/a
Trayport <sup>®</sup> Joule <sup>®</sup> Screen <sup>2,3,4)</sup>	User	150	n/a	n/a
Eurex T7 GUI and/or Eurex C7 GUI <sup>1)</sup>	Participant <sup>1)</sup>	625	Included	Included
M7 Auction System	Participant	Included	Included	Included
TR Transparency Platform GUI	User	150	150	150

1) The number of open Eurex Trader GUIs is only limited by the available bandwidth of the used connections.

2) For these Frontends ETI/FIXML Sessions according to Sect. 4.6 will be booked automatically.

3) For shift traders, the fee is reduced to € 62.50 per month. Shift traders are users who are active exclusively as part of a team in the shift system set up specifically for 24/7 trading on the EEX gas spot market. All shift traders of a trading participant must never be logged in or be active in the trading system at the same time.

- 4) For the Gas market a Download Agent user account is needed once. This account will be automatically booked and created by EEX AG and it will be accounted on the invoice with an amount of € 150 per month.

For participants in the membership EEX Gas Market CEGH VTP Passive there is a processing fee of € 150 per month.

## 4.6 Fees for Interfaces to the Trading System by Third Party Providers

### Fees for ETI and FIX Sessions

If trading participants use third-party connection solutions (3<sup>rd</sup> Party Solutions) via ETI/FIXML to access the trading systems of EEX (including the EEX OTF), EEX AG charges the following fees in addition to the connection fees pursuant to Sect. 4.4 depending on the agreed size of the ETI or FIX sessions:

#### Eurex ETI/ Fix Trading Session (€/month)<sup>1)</sup>

Eurex ETI Low Frequency Light Session (max. 50 Transmissions/Second)	250
Eurex ETI Low Frequency Full Session (max. 150 Transmissions/Second)	500
Eurex ETI High Frequency Light Session <sup>2)</sup> (max. 50 Transmissions/Second)	250
Eurex ETI High Frequency Full Session <sup>2)</sup> (max. 150 Transmissions/Second)	500
EEX Futures ETI Back Office Session	100
EEX Futures FIX LF Back Office Session	100
Eurex FIX Trading Session (max. 50 Transmissions/Second)	250

<sup>1)</sup> Monthly fees for ETI and FIX sessions are rebated up to a maximum of € 1,000 per month per participant.

<sup>2)</sup> Eurex ETI High Frequency sessions require Co-Location in selected rooms at Kruppstraße 121 – 127; 60388 Frankfurt; Germany with pre-structured cabling / normalized cable length / peerless layer 2 connections / port speed 10 Gbit/s.

#### Eurex Clearing Session

FIXML Session	€ 100 per month as of the third account
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## 4.7 Trainings and Events

For the participation in trainings and other events the following fees will be charged.

### 4.7.1 Exchange Trader Trainings and EEX Trader Exam

#### Comprehensive Exchange Trading Course<sup>1)</sup>

2-Day Comprehensive Exchange Trading Course including EEX Trader Exam (Certificate)	On-site	Per person	€ 2,000
Online Comprehensive Exchange Trading Course including EEX Trader Exam (Certificate)	Online	Per person	€ 1,500

#### Exchange Trader Exam

Preparatory Workshop ( <b>voluntary</b> )	E-learning <sup>2)</sup>	Per person	€ 400
System Training ( <b>mandatory</b> )	E-learning <sup>2)</sup>	Per person	€ 250
EEX Trader Exam ( <b>mandatory</b> )	On-site	Per person	€ 200

#### Spot Market Emission Rights<sup>3)</sup>

Half-Day Training Spot Market Emission Rights ( <b>voluntary</b> )	On-site	Per person	€ 400
System Training ( <b>mandatory</b> )	E-learning <sup>2)</sup>	Per person	€ 0
EEX Exam Spot Market Emission Rights ( <b>mandatory</b> )	On-site	Per person	€ 0

<sup>1)</sup> Persons who prove that they have been assigned with the supervision of exchanges or central counterparties on a professional basis may participate in the comprehensive exchange trading course including the examination free of charge. In these cases no exam report or certificate will be issued. However, after having paid the full fee these persons are free to request the exam report and the certificate within three years after they have taken the examination.

<sup>2)</sup> The assigned login data for the e-learning portal becomes void by the end of the 12th month after its distribution to the respective user.

<sup>3)</sup> The Half-Day Training "Spot Market Emission Rights" comprises the primary auction and secondary trading of Emission Rights. The System Training is offered together with the EEX Exam Spot Market Emission Rights only.

#### 4.7.2 Other Trainings and Events

Clearing	On-site	Per person	€ 600
Visitor Groups	On-site	Flat charge	€ 1,400
Speech	On-site	Individual	

Further trainings or events can be arranged individually upon request.

#### 4.7.3 General Conditions

If required, all training courses can also be offered in-house. In addition to the participant fee listed above, for in-house events a flat fee is charged per training day (except for EEX Trader Exam and Training Spot Market Emission Rights in Leipzig, Germany and Europe):

<b>Additional Fees for In-house Trainings</b>	1st day	Each additional day
In Leipzig	€ 950	€ 725
In Germany	€ 1,400	€ 950
In Europe	€ 2,300	€ 1,400
Outside Europe	Individually	Individually

More detailed provisions on rebooking and cancellation fees for training courses and events are contained in the General Terms and Conditions (GTC) for training services available on the website of EEX AG.<sup>2</sup>

<sup>2</sup> <https://www.eex.com/en/training/general-terms-and-conditions>

## 4.8 EEX Group DataSource

For the provision of historical and current market data as well as settlement prices, indices or other calculations by EEX Group, EEX AG charges the following fees depending on the ordered module and access type and option (End-of-Day or Real-time):

### 4.8.1 Access via API

Modules – Real-time	Subscription (Price per Month)
EEX Power Asian Futures	150 €
EEX Power Futures	550 €
EEX Natural Gas	550 €
EEX Environmentals	300 €
EEX Agriculturals	300 €
EEX Freight	300 €
EEX Transparency Data Power	550 €
EEX Transparency Data Gas	225 €
EEX Transparency Data Power EuroWind	225 €

### 4.8.2 Access via Desktop App

Number of Desktop App Licences*	Discount for all Licences	Price per Licence and Month
1	0 %	€ 350
as from 2	10 %	€ 315
as from 5	20 %	€ 280
as from 10	30 %	€ 245
as from 20	40 %	€ 210
as from 50	50 %	€ 175

\* If purchased at the same time.



### 4.8.3 Access via Excel Tool

<b>Module – Real-time</b>	<b>Subscription (Price per Month)</b>
EEX Power Asian Futures	€ 80
EEX Power Futures	€ 275
EEX Natural Gas	€ 275
EEX Environmentals	€ 150
EEX Agriculturals	€ 150
EEX Freight	€ 150
EEX Transparency Data Power	€ 275 €
EEX Transparency Data Gas	100 €
EEX Transparency Data Power EuroWind	100 €

A fee of € 50 per month and module is charged for the use of the Excel tool (technology fee). This technology fee is already included in each module fee of this Sec. 4.8.3.

#### 4.8.4 Access via sFTP Server

Module – End-of-Day	Subscription (Price per Month)	2-Month Access (One-off Price)
EEX Power Futures AT, BE, BG, CH, CZ, GB, GR, NL, Nordic, PL, RO, RS, SI, SK <sup>1)</sup>	€ 60	–
EEX Power Futures ES, FR, HU, IT <sup>1)</sup>	€ 70	–
EEX Power German Futures	€ 100	–
EEX Power Japanese Futures	€ 80	–
EEX Natural Gas	€ 110	–
EEX Environmentals	€ 60	–
EEX Agriculturals	€ 60	–
EEX Freight Trades Historic	–	€ 720
EEX Coal & Oil Historic	–	€ 360
EEX Transparency Data Power for AT, DE, CH <sup>1)</sup>	€ 90	–
EEX Transparency Data Power for BE, CZ <sup>1)</sup>	€ 60	–
EEX Transparency Data Power for NL	€ 65	–
EEX Transparency Data Power for FR, GB, HU, IT <sup>1) 2)</sup>	€ 40	–
EEX RSS-Feed Power	€ 500	–
EEX RSS-Feed Gas	€ 225	–
EEX RSS-Feed Ad-hoc Messages	€ 150	–
EEX EGSI Historic	€ 0	–
EEX EGIX	€ 60	–
EEX ECarbix	€ 60	–
EEX Monthly Index	€ 60	–

<sup>1)</sup> Prices are per country according to order.

<sup>2)</sup> HU only contains historical data until (including) February 2021.

#### 4.8.5 General Conditions

The respective extent of the market data provided and the usage rights granted are governed by the General Conditions applicable to EEX Group DataSource Products. All fees are invoiced as annual fees, thus for all ordered months once a year.

## 4.9 Transparency and Reporting Services

Fees for Transparency and Reporting Services are charged for services for the fulfilment of regulatory obligations.

### 4.9.1 Publication and forwarding of inside information and fundamental data

Fees for Transparency Services are charged for services to fulfil regulatory obligations:

- Publication and forwarding of inside information pursuant to Article 4 para 1 and Article 8 para 5 of Regulation (EU) 1227/2011 (REMIT) or Article 17 para 2 of Regulation (EU) 596/2014 (MAR) according to the business of the client and the capacity, use and unavailability of reported facilities
- Fundamental data report to ACER according to Article 9 para 7 and 9 of Regulation (EU) 1348/2014 (Implementing Regulation)
- Forwarding of power production and consumption data to ENTSO-E in accordance with the requirements of Regulation (EU) 543/2013 (EU Transparency Regulation)

EEX AG charges the following fees, depending on the type of the reports:

<b>Publication and Forwarding Services</b>		
<i>Business-related Messages</i>		
REMIT Business <sup>1)</sup>		€ 200 per month
MAR <sup>1)</sup>		€ 200 per month
<i>Facility-related Messages   including Business-related Messages (REMIT) Power: Production, Consumption, Storage   Natural Gas: Consumption</i>		
REMIT MINI <sup>1), 2)</sup>	units <sup>3)</sup> <100 MW	€ 250 per month
REMIT SMALL	< 5 units <sup>3)</sup>	€ 520 per month
REMIT MEDIUM	≥ 5 to < 10 units <sup>3)</sup>	€ 790 per month
REMIT LARGE	≥ 10 to < 30 units <sup>3)</sup>	€ 1,050 per month
REMIT XLARGE	≥ 30 units <sup>3)</sup>	€ 1,200 per month
<i>Facility-related Messages   including Business-related Messages (REMIT) Natural Gas: Storage, Transmission</i>		
REMIT GAS Storage		free of charge
REMIT GAS Transmission SMALL	< 5 units	€ 350 per month
REMIT GAS Transmission MEDIUM	≥ 5 units	€ 750 per month
<b>Tools</b>		
Transmission and -Reporting-Tool (Client) Webservice-API (Direct connection)		free of charge free of charge
EEX Inside Information Messenger IIM – Business & Facility (browser-based reporting and backup solution)		€ 250 per month

Footnotes see next page.

<b>Additional Services for Facility-related Messages</b>		
<i>Data Forwarding to ENTSO-E</i>		
ENTSO-E SMALL	< 5 units <sup>4),5)</sup>	€ 220 per month
ENTSO-E MEDIUM	≥ 5 to < 10 units <sup>4),5)</sup>	€ 370 per month
ENTSO-E LARGE	≥ 10 units <sup>4),5)</sup>	€ 520 per month
<i>Fundamental data report to ACER</i>		
REMIT GAS REPORT		€ 200 per month
<b>First-Level-Support</b>		free of charge

- <sup>1)</sup> Access to the EEX IIM is provided free of charge in this product.
- <sup>2)</sup> For customers, which exclusively report units with a capacity of less than 100MW in the field of power production. A unit is the smallest component of a facility for which messages regarding capacity, use and unavailability are required according to Regulation (EU) 1227/2011.
- <sup>3)</sup> The number of units is determined as the sum of the following commodities/value adding stages: power/production, power/storage, power/consumption and natural gas/consumption. Units from the power/production sector with a capacity of less than 100 MW are not taken into account.
- <sup>4)</sup> A unit is the smallest component of a facility for which messages according to the EU Transparency Regulation are required. The number of units is summed up for the commodity/value adding stages: power/production, and power/consumption.
- <sup>5)</sup> The fees for services for data transmission to ENTSO-E shall be waived for 6 months in the amount of the respective order or its extension in the event of a first-time order or an extension of an existing order within the period 01.03.2023 to 31.12.2023 inclusive.

The data delivery contract contains more detailed provisions on this. The data is published on the EEX transparency platform ([www.eex-transparency.com](http://www.eex-transparency.com)).

#### 4.9.2 Transaction data pursuant to REMIT

For the provision with the client's order and transaction data (basic service) as well as their reporting to ACER<sup>1)</sup>, EICOM or Equias (additional service) in accordance with the provisions of REMIT<sup>2)</sup> and further regulations based thereon, EEX AG charges the following fees:

	Basic Service	Additional Service <sup>3), 4)</sup>		
	Data provision to the Market Participant	Reporting to		
		ACER	EICom	Equias
<b>Power Derivatives<sup>5)</sup></b>	€ 275 per month	€ 10 per month	€ 100 per month	€ 50 per month
<b>Power Spot<sup>6)</sup></b>	€ 275 per month	€ 10 per month	n/a <sup>7)</sup>	€ 50 per month <sup>8)</sup>
<b>Gas Derivatives &amp; Spot<sup>5)</sup></b>	€ 275 per month	€ 10 per month	n/a	€ 50 per month

1) As an alternative to direct forwarding of the data specified to ACER, provision to another Registered Reporting Mechanism (RRM) approved by ACER can also be chosen.

2) Upon request, the data can also be forwarded to EICom in accordance with the StromVV.

3) Only offered in connection with the Basic Service.

4) Please note that any fee charged by EICom, Equias (formerly EFETnet) or ACER towards EEX AG or EPEX SPOT SE will result in an automatic adjustment of this fee at the time of the former's introduction. Particularly in relation to the reporting to ACER, we make reference to *Commission Decision (EU) 2020/2152 on fees due to the European Union Agency for the Cooperation of Energy Regulators for collecting, handling, processing and analysing of information reported under Regulation (EU) No 1227/2011 of the European Parliament and of the Council* ("Commission Decision"). This Commission Decision has been published on 18 December 2020, introducing such fees as of 1 January 2021. All fees of ACER towards EEX AG or EPEX SPOT SE specifically attributable to the REMIT reporting of a client will be passed on in full to that respective client on a yearly basis ("**ACER REMIT Fee**").

5) EEX regulated market and/or EEX OTF.

6) EPEX SPOT SE.

7) Reporting to EICom is included in the ACER Reporting Service for EPEX members in Switzerland.

8) Service not yet available. Launch targeted for Q2 2023.

The REMIT Data Services Agreement contains more detailed provisions on this.

#### 4.9.3 Transaction data for GB Contracts

For the provision with the client's order and transaction data for GB Contracts concluded at EPEX SPOT SE, EEX AG charges the following fees:

	<b>Data provision to the Market Participant</b>
<b>One Market Segment</b>	€ 275 per month

The GB Data Services Agreement contains more detailed provisions on this.

#### 4.9.4 Position and transaction data pursuant to MiFID II and MiFIR

For the provision with instrument data (Instrument Data Provision) as well as the client's position and transaction data (MiFID II or MiFIR Data Services) for the purpose of completion and forwarding to Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) according to the relevant provisions of the national implementation of Directive 2014/65/EU (MiFID II), Regulation (EU) 600/2014 (MiFIR) and further regulations based on them (Basic Service), EEX AG charges the following fees depending on the extent of the service:

<b>Instrument Data Provision</b>	
For clients that are not members of EEX	€ 300 per month
<b>MiFID II Data Services</b>	
Basic Service	free of charge <sup>1)</sup>
Additional Service 1	free of charge <sup>1)</sup>
Additional Service 2	€ 300 per month <sup>2)</sup>
Additional Service 3	free of charge <sup>1), 5)</sup>
<b>MiFIR Data Services</b>	
Basic Service	free of charge <sup>3)</sup> / € 300 per month <sup>4)</sup>
Additional Service 1	free of charge
Additional Service 2	free of charge <sup>5)</sup>

1) For members of EEX as Non-Investment or Investment Firms.

2) For non-members of EEX, that are participating via members as a third party.

3) For members of EEX as Non-Investment Firms or Non-EU-Investment Firms.

4) For members of EEX as EU-Investment Firms.

5) For customers that concluded a MiFID II/MiFIR Data Service Agreement before 5 August 2019. The service is not offered beyond that date.

The MiFID II/ MiFIR Data Services Agreement contains more detailed provisions on this and other available services (Additional Services).

#### 4.9.5 Further services

For special efforts of EEX AG which go beyond the activities covered by the fees according to Sects. 4.9.2 to 4.9.4 and which have been initiated by the participant, EEX AG will charge the following fees:

Special efforts for activities under	Activity		
	Backloading	Restoring files on FTP server	Separate sending of Acknowledgement File
<b>Sect. 4.9.2 (REMIT)</b>	The fees of Sect. 4.8.2 apply	€ 25 per trading day concerned	–
<b>Sect. 4.9.3 (GB Contracts)</b>	The fees of Sect. 4.9.3 apply	–	–
<b>Sect. 4.9.4 (MiFID II position reports)</b>	€ 75 per trading day concerned if more than 10 calendar days ago	€ 25 per trading day concerned	€ 50 per file
<b>Sect. 4.9.4 (MiFIR transaction reports)</b>	€ 75 per trading day concerned if more than 10 calendar days ago	€ 25 per trading day concerned	€ 50 per file

Furthermore, in addition to the services pursuant to Sects. 4.9.1 to 4.9.4 further associated services may be requested from EEX AG, such as historical data retrieval. If EEX confirms the possibility of the provision of the associated services, an effort-dependent fee of € 150 per hour or part thereof will be charged. Further details shall be agreed between the parties.



## 4.10 InsightCommodity

For the use of the platform "InsightCommodity" of EEX AG, EEX AG charges the following fees:

Package	Number of listed Services or Products	Fee
InsightCommodity Standard	Up to 5 services or products	€ 500 per month
InsightCommodity Entry	Up to 5 services or products	€ 225 per month <sup>1),2)</sup>
InsightCommodity Startup	1 service or product	€ 225 per month <sup>3),4)</sup>
InsightCommodity Clearing Member	1 service or product	free of charge <sup>5)</sup>
InsightCommodity Additional	For every further service or product	€ 100 per month

- 1) Available for companies which did not have a contractual relationship with EEX AG and were not admitted as trading participants of EEX or clearing members of ECC in the last 12 months prior to using the service(s).
- 2) Per company once for one year. Thereafter, the price applicable without the status as a new company (as described in footnote 1) shall apply.
- 3) Available for companies up to the Series B financing round, i.e. in one of the following financing phases: Pre-seed financing, seed financing, Series A or Series B financing. Also available for companies with a maximum company age of 10 years and up to 15 employees.
- 4) Valid as long as the company concerned fulfils the conditions set out in footnote 3, subject to a price list amendment cancelling the corresponding benefit.
- 5) Verfügbar für ECC Clearing-Mitglieder.

Customers of the "InsightCommodity Standard" package are entitled to test one service or product free of charge for a period of 12 months upon conclusion of the contract.

Customers of the "InsightCommodity Entry" and "InsightCommodity Startup" packages are entitled to test a service or product free of charge for a period of 3 months upon conclusion of the contract.

The InsightCommodity Service Agreement contains more detailed provisions.

## 4.11 Other Services

With regard to services not listed in this price and service list which are provided on behalf of the recipient of the service or which are provided in his presumable interest and expected to be subject to payment under the circumstances concerned EEX AG can determine the level of charges at its reasonable discretion (§ 315 of the German Civil Code). The recipient of the service shall also bear any expenses incurred in the context of any activities taken by EEX AG on his behalf or his presumable interest.

## 5. Market Support Agreements

EEX AG offers interested direct or indirect trading participants to support the development of the respective sub-markets of EEX through market support initiatives and/or the assumption of quotation obligations or other support services, in accordance with the following conditions (Market Support Agreement).

All Market Support Agreements described in this Sect. 5 are subject to change and are for information purposes only. The details result from the respective Market Support Agreement to be concluded.

### 5.1 Market Maker Agreements

Market makers must quote according to defined parameters such as order book presence and maximum spreads over a fixed period in the respective order book of EEX in order to receive a corresponding fee.

In addition to the conclusion of a Market Making Agreement, admission as a Market Maker by the Management Board of the Exchange is required.

### 5.2 Liquidity Provider Agreements

Liquidity providers must quote according to defined parameters such as order book presence and maximum spreads over a fixed period in the respective order book of the EEX in order to receive a corresponding fee.

In addition to the conclusion of a Liquidity Provider Agreement, the admission as a Liquidity Provider by the Management Board of the Exchange is possible.

### 5.3 Volume Provider Agreements

Volume Providers must reach defined volume thresholds when trading on EEX in order to receive a corresponding fee.

### 5.4 Other Supporter Agreements

Other Supporters must provide defined support services in return for a corresponding fee.

## 6. General Rules

### 6.1 Validity

In conjunction with the application for admission as a trading participant or the application for participation in trading at the EEX OTF, respectively, the applicant submits an offer to conclude a contract between himself and EEX AG; the object of said contract comprises the inclusion of the trading-related fees of this List of Services and Prices of EEX AG (especially membership fees, technical fees and transaction fees). With the admission of the applicant as trading participant or with the conclusion of an agreement on participation in trading at the EEX OTF, respectively, EEX AG accepts the applicant's offer. Other fees, such as training fees or fees for information products, only become part of this contract by special agreement.

### 6.2 Due Date of Payments

#### 6.2.1 Transaction Fees

Transaction fees for the Spot Markets fall due on the day of the delivery on which the transaction is based. Transaction fees for the Derivatives Markets fall due on the day on which the position on which the transactions is based is opened, closed or has expired. Transaction fees are payable after receipt of invoice.

#### 6.2.2 Membership Fees and Technical Fees

##### 6.2.2.1 General Conditions

Membership fees are due quarterly with the beginning of the quarter for which they are to be paid. Membership fees are charged from the start of the quarter which follows admission to the exchange.

Technical fees will be invoiced at the end of the quarter. The technical fee is due from the time at which the order is placed and not from the time at which admission is granted. If the order is placed at the latest on the 15th day of the month, fees are due for the entire month. If the order is placed after the 15th day of the month, fees are only due starting from the first day of the following month.

##### 6.2.2.2 Special Provisions for Trading in Natural Gas Products

Technical fees for the frontends Trayport® Joule® Screen and Trayport® Trading Gateway® if they are also used for trading in natural gas products will be invoiced monthly on a pro rata basis. The technical fees are already due from the time at which an order is placed.

#### 6.2.3 Other Fees and Expenses

All other fees and possible expenses, including sales tax, fall due upon presentation of the invoice.

### 6.3 Debit

Any transaction fees, membership fees, technical fees, and fees for trainings and events (as far as trading participants are concerned) which fall due according to this List of Services and Prices of

EEX AG will be debited by clearing with the respective Clearing Member of the respective trading participant.

## 6.4 Value-Added Tax (VAT)

The disclosure of fees in this List of Services and Prices of EEX AG is exclusive of applicable VAT or other taxes. The VAT stated in the invoices is set in accordance with the respectively valid tax regulations.

## 6.5 Termination and Extension of Membership

A termination of membership affects the membership fees as follows:

- In the event of complete termination of membership, the membership fee shall cease at the end of the quarter in which the trading participant has declared its resignation from admission (Art. 24 par. 1 Exchange Rules) or the Management Board has withdrawn or revoked its admission (Art. 24 par. 2, 3 and 4 Exchange Rules), provided that these events have occurred no later than one month before the end of the quarter, otherwise at the end of the following quarter.
- In the event of a termination of membership which is limited to individual products any resulting reduction of the membership fee shall become effective at the end of the quarter in which the trading participant has declared its resignation from admission for the respective products (Art. 24 par. 1 Exchange Rules) or the Management Board of the Exchange has withdrawn or revoked its admission for these products (Art. 24 par. 2, 3 and 4 Exchange Rules), provided that these events have occurred no later than one month before the end of the quarter, otherwise at the end of the following quarter.

An increase in the membership fee due to an expansion of the tradable products shall be taken into account as of the quarter following the expansion.

## 6.6 Termination

Unless otherwise agreed, the general period of notice comprises 3 months as of the end of the month. Terminations require the written form. User based accesses can be terminated at any time, taking effect at the end of the month.

If the market participant is changing his technical access, the old technical access will no longer be charged as of the month following the date of the availability of the new access.

## 6.7 Amendments

EEX AG shall be entitled to amend the List of Services and Prices of EEX AG at any time. EEX AG shall announce the price changes that lead to higher fees or other changes at the latest six weeks before such changes come into effect.

Amendments of this List of Services and Prices of EEX AG necessitated by the introduction of new services, the launch of new products on one of the markets of EEX, or the decrease of existing fees become effective as of the date that is declared in the List of Services and Prices of EEX AG provided such are announced at the latest two weeks before such come into effect.

## **6.8 Applicable Law; Place of Jurisdiction**

Unless otherwise stipulated in the respective agreements, this List of Services and Prices of EEX AG shall be governed exclusively by the applicable material law of the Federal Republic of Germany to the exclusion of the UN law on sales and the provisions of conflict of laws.

Leipzig shall be the exclusive legal venue for all conflicts arising in connection with this List of Services and Prices of EEX AG and Leipzig shall be the place of performance.