



CONTRACT CONDITIONS REGARDING INFORMATION PRODUCTS

PREAMBLE

These terms and conditions are applicable for agreements concluded after January 1st, 2010.

EPEX Spot is an exchange under commercial law with registered offices in Paris.

The supporting company operating EPEX Spot is EPEX Spot SE.

EEX Power Derivatives is an exchange under public law with registered offices in Leipzig.

The supporting company operating EEX Power Derivatives is EEX Power Derivatives GmbH.

EPEX Spot SE and **EEX Power Derivatives GmbH** are hereinafter together referred to as the “**Operating Companies**”.

EPEX Spot and **EEX Power Derivatives** are hereinafter together referred to as the “**Exchanges**”.

The Operating Companies publish the prices and volumes on their websites on every exchange trading day. In addition to this, the Operating Companies record the prices and volumes established as well as other information regarding the tradable products in an internal database. This information is provided to all the parties who subscribe to the Information Products „Info-Media“, „Info-User“, „SMS-User“, „Info-Student“ and „Market Data Reports“. In this context, different rights of use are granted depending on the respective information package. Moreover, subscription of an individual “Info-Vendor-Package” is also possible. Any use of the information compiled or of parts thereof is only permitted in those countries in which such use does not violate any existing laws.



GENERAL PROVISIONS REGARDING ALL INFORMATION PRODUCTS

These contract conditions govern the contractual relationships between

[Operating Company], represented by [],

[Adress]

hereafter referred to as the **Operating Company** -

and

the user registered in the system of [Operating Company] under [EPEXMe/MYEEX]

hereafter referred to as **Subscriber** -

regarding the purchase of Information Products, such as „Info-Media“, „Info-User“, „SMS-User“, „Info-Student“ and „Market Data Reports“.

In this Agreement, the following terms shall mean:

Agreement this Agreement, its appendices, addenda and amendments.

Contract Conditions: The Contract described hereunder.

Exchanges: EPEX Spot and EEX Power Derivatives.

Fees: Fee paid by the Subscribers in order to access the chosen Information Products; the amount of these fees is indicated in Appendix [1].

Intellectual Property Rights: Patents, trademarks, service marks, manufacturing marks, company names, copyrights, topographical rights, *sui generis* rights on databases, and design rights, regardless of whether any of them has been filed or registered, and including the applications of any of them;



trade secrets and rights of confidence; all rights or forms of protection of a similar nature or having a similar or equivalent effect to any of them which may subsist anywhere in the world.

Market Databases: The databases covered by this Agreement; these databases contain various kinds of market information with times and date and are generated by Operating Company.

Operating Companies: EPEX Spot SE and EEX Power Derivatives GmbH.

Subscriber: Any legal entity having signed the Agreement with the Operating Company.

3. PURPOSE

The purpose of these Contract Conditions and this Agreement is to define the terms and conditions under which the Subscriber has access to the Market Databases supplied by the Operating Companies.

4. CONCLUSION OF CONTRACT

The Agreement is concluded by means of an offer by the Subscriber on the website of the Operating Company and its acceptance by the Operating Company. The Agreement is subject to the condition subsequent that the Subscriber pays the fee which has fallen due within the period of time specified in the invoice.

The offer is made by means of the order regarding the respective information product on the homepage of the Operating Company and operating the button "Complete order". The Agreement is concluded by the Operating Company accepting said offer and transmitting a confirmation to the user. In case such confirmation is not issued, the contract shall nonetheless be considered concluded provided the Subscriber can use the information services.

The Operating Company can reject the offer made by the Subscriber; a communication of the reasons for such rejection shall not be required.

Even though a standardized form is used for every order, an individual contract is concluded with regard to every Information Product and with regard to every mobile phone number in the case of the SMS products.



In case the payment is not effected and in case the condition subsequent arises, the Subscriber shall pay the fee for the period of the possibility of use of the service. Said fee shall amount to one monthly fee.

5. DURATION AND TERM OF THE CONTRACT

The Agreements regarding the Info-Media, Info-User, SMS-User, Info-Student and Market Data Report have a term until 31 Dec. of the year during which the contract is concluded. The respective Agreement shall be extended by one year unless the Agreement was terminated by 31st, October of the respective year. A termination not in compliance with the deadline specified shall be considered a termination as of the next possible date.

The termination of the Info-Media, Info-User, SMS-User, Info-Student and Market Data Report shall exclusively be possible by means of a cancellation of the order regarding the respective product in the download centre of the Operating Companies website.

The right to a termination without notice for cause shall not be affected by this. A modification of the fees or fee scale shall not constitute an important cause, since the Subscriber is entitled to a right of termination subject to a period of notice.

The Agreement regarding the Info-Student is restricted to two months. The term of the Agreement shall commence on the day following the order and it shall expire upon expiry of the day of the week the designation of which corresponds to the day on which the order was placed.

In the event of permanent undeliverability or refusal of acceptance of the Information Products (e-mail) on the part of the customer, the Operating Companies shall be entitled to discontinue the service concerned or to terminate the Agreement for an important cause without notice at its own discretion.

In case of a default in payment by the user, the Operating Companies shall be entitled to terminate the Agreement. Before termination, the Operating Companies shall set a period of 14 days for settlement of the payment in arrears.

The effectiveness of the copyrights and proprietary rights under this Agreement shall not be affected by a termination hereof.

6. FEE

The fee for the Info Media, Info User, SMS User and Market Data Report Agreements shall be calculated per month and per access. The following prices shall be charged per year and access for Info-Media, Info-User:



Info-Media	Package Info-Media Real-Time Power	upon request
	Package Info-Media Power	900,- Euro
Info-User	Package Info-User Real-Time Power	4000 - Euro
	Package Info-User Power	400,- Euro
Market Data Report	Package Power	60,- Euro

In case an Agreement regarding the SMS-User Package is concluded, up to three SMS products (EPEX Spot market data French, German and Swiss Auctions, EEX Power Derivatives French and German futures power market data; the monthly prices per mobile phone number are graded as follows):

SMS-User – one SMS product EUR 5.-

SMS-User – two SMS products EUR 10.-

SMS-User – three SMS products EUR 15.-

The Info-Student has the following fee:

Info-Student EUR 100.-

All prices are specified exclusive of the respectively valid VAT.

The fee for Info-Media, Info-User, SMS-User and Market Data Reports shall be paid for the entire year in advance; this shall also apply for the year during which the contract is concluded, with the amount to be paid calculated proportionately to the period as of the time of the conclusion of the contract until 31st, December of the year concerned.

The Operating Companies shall be entitled to change the fee as of 1st, January of any given year. The Operating Companies shall be obliged to communicate changes of the price or of the fee scale by 30th, September. The Subscriber shall be entitled to terminate the Agreement by 31th, October of the same year. In case the Subscriber does not terminate the Agreement, the new prices and fee scales shall apply as of 1st, January of the following year. Apart from that, there shall be no right to terminate the Agreement for an important cause.



The announcement of the changes in the price or fee scale shall be effected by means of publication on the internet and by means of the transmission via e-mail to the Subscriber; a further communication, e.g. via fax, mail or courier shall be at the discretion of the Operating Companies.

7. SERVICES BY EPEX Spot SE / DATA TRANSMISSION

The Operating Companies undertake to make the information accessible to the Subscriber in accordance with the Contract Conditions.

Usually, the information on the FTP server as well as on the websites of the Operating Companies is available 24 hours a day, every day (see also Annex 1). The Operating Companies reserve the right to interrupt the transmission of information for a short period of time for technical reasons.

The respective information which is updated daily is provided on the FTP server and in the download centre of the Operating Companies website after calculation of the market results. The Operating Companies do not accept any guarantee with regard to the fact that the information is provided at a given point in time. The Operating Companies shall not be liable for any delays or failures in transmission and / or receipt.

In the case of the Market Data Report, the respective information which is updated daily is transmitted via third-party providers after calculation of the market results. The Operating Companies do not accept any guarantee with regard to the fact that the respective information which is updated daily is transmitted at a given point in time. Under certain circumstances, there might be delays in the transmission of the information. The Operating Companies shall not be liable for any delays or failures of transmission and/ or receipt. The Operating Companies shall make the information available in a quantity and quality (with reference to consistency, precision, accuracy and extent) which is comparable to other Subscribers.

The Operating Companies reserve the right to modify, reduce or extend the scope of contents and the format of the data provided on the FTP server and within the download centre of the exchanges websites as well as the scope of content of the available data for the Market Data Report. Usually, these modifications shall be announced to the Subscribers 30 days in advance. In case of non-agreement, the Subscriber shall be entitled to terminate this Agreement in writing within a period of 14 days after the written announcement of the modifications by the Operating Companies. Such termination shall become effective upon the entry into force of the modifications. In case of termination before the end of the subscription period no refunds are provided.



All specifications of quotations by the Exchanges are provided without guarantee.

8. TECHNICAL REQUIREMENTS

With regard to information which is transmitted electronically, the Subscriber shall be responsible for making sure that he fulfils the currently required technical preconditions for receipt thereof.

The Operating Companies shall not be liable for any malfunctions or failures of transmission which are attributable to a lack of compliance with technical preconditions on the part of the Subscriber.

9. RESTRICTION OF LIABILITY

The Operating Companies do not accept any liability for the accuracy, the completeness, correctness and timeliness of the information in the information packages and the SMS service. The Operating Companies can not guarantee that the data will be provided without interruption and with complete availability.

The information and communications contained therein are exclusively provided for the purpose of information and do not constitute any investment counselling. None of the data contained therein establishes an offer to sell or the advertisement regarding offers for the purchase of products which are traded on the Exchanges regardless of whether these are products on the Spot Market or products on the Derivatives Market, such as options or futures.

As far as legally admitted, the Operating Companies do not accept any liability for cases of damage unless such have been caused by a premeditated or grossly negligent breach of duty on the part of the Operating Companies.

10. COPYRIGHTS

The copyright and the Intellectual Property Rights regarding the information which form the subject of the contract shall rest with the Operating Companies.

A right of use regarding the data provided is only granted in as far as such is established in the Special Provisions regarding the individual information packages.

These Contract Conditions do not involve the transfer of any Intellectual Property Rights to the Subscriber.



**SPECIAL PROVISIONS REGARDING THE INFORMATION PRODUCTS INFO-MEDIA,
INFO-USER & MARKET DATA REPORTS**

11. SCOPE OF THE INFORMATION PRODUCTS (INFO-MEDIA, INFO-USER & MARKET DATA REPORTS)

The Operating Companies provide the possibility of obtaining trading information, such as prices and volumes regarding the products traded on the Exchanges. The Operating Companies offer the Info-Media, Info-User and the Market Data Reports. These comprise the following services:

- Access to the FTP server and the market data section of the download centre of the Operating Companies and the right of use regarding the data recorded there for internal purposes. At the moment and/ or in the future, in particular the following information will be provided there for downloading:
 - Trading data, for example prices and volumes, from the EEX Power Derivatives Market regarding power (futures and options), including the OTC transactions which are cleared through ECC.
 - Trading data, for example prices and volumes, from the EPEX Spot Market regarding power.
 - Market Data Report: Document in a PDF format with information regarding the current day – tables and charts – regarding the different products which can be traded on the Exchanges. The Market Data Reports are subject to the respective Information Product such as Info-Media or Info-User.

Information (market data or indices), which does not refer to the trading activities on the Exchanges or the clearing activities on ECC or which do not refer exclusively to such, shall not be covered by these Contract Conditions.

The three information products differ in the acknowledged user rights.

12. INFO-MEDIA – RIGHT OF USE

During the term of this agreement the subscriber has the right to use, store and process the available information in any form and in any way, however, but only for its own purposes. There is no right to resell the information. The market data is to be used for uncharged display only.

Any distribution, publication or any other commercial use of the data shall respect the Intellectual Property Rights of the Operating Companies.



The Subscriber is not entitled to publish the information, as far as they do not serve to the common public.

The right to use the information cannot be transferred.

13. INFO-USER – RIGHTS OF USE

The Operating Companies grant the Subscriber of the Info-User Product the right to use, record and process the available information in any form and in any way, however, only for its own purposes.

Any distribution, publication or any other commercial use of the data without a prior written approval by the Operating Companies shall not be permitted.

The right to use the information cannot be transferred.

14. MARKET DATA REPORTS

The Operating Companies grant the Subscriber of the Market Data Reports the right to store and to process the data, but only for private/internal use.

Any distribution, publication or any other commercial use of the data without a prior written approval by the Operating Companies shall not be permitted.

The right to use the information cannot be transferred.

SPECIAL PROVISIONS REGARDING THE INFO STUDENT

15. SCOPE OF THE INFO-STUDENT PRODUCT

The Info Student provides the following services:

- Access to the market data section of the download centre of the Operating Companies and the right of use regarding the data recorded there for scientific purposes. At the moment and/ or in the future, in particular the following information will be provided there for downloading:
 - Trading data, for example prices and volumes, from the respective markets including the OTC transactions which are cleared through ECC.

Information (market data or indices), which do not refer to the trading activities on the Exchanges or the clearing activities on ECC or which do not refer exclusively to such, shall not be covered by these Contract Conditions.



16. INFO-STUDENT – RIGHTS OF USE

The Operating Companies permit the subscriber to the Info-Student product to use, store and process the available information; however, he/she shall only do so for his/ her own purposes. Any dissemination, publication and other comparable use of the data shall only be permitted in the framework of a written research paper, in particular of theses for academic degrees and doctoral dissertations. Any dissemination, publication and other use of the data exceeding this shall not be permitted without the prior written approval by the Operating Companies.

The right to use the information cannot be transferred.

17. PARTLY REIMBURSING OF THE FEE

The amount paid shall be reimbursed excluded EUR 5 service fee to the subscriber provided he/ she provides the paper written by him/ her to the Operating Companies. In case of several orders, the amount of EUR 95 plus the statutory VAT shall only be reimbursed once.

SPECIAL PROVISIONS REGARDING THE SMS-USER

18. OBJECT OF THE CONTRACT

The SMS-User product provides EEX Power Derivatives and EPEX Spot trading data, such as prices and volumes, via SMS.

The SMS-User comprises the transmission of trading data from the EEX Power Derivatives and EPEX Spot trading systems to a mobile phone number specified by the customer via SMS. EPEX Spot SE offers three SMS products: EPEX Spot German and Swiss Auction market data, EPEX Spot French Auction market data and EEX Power Derivatives market data. The following information is transmitted:

- EPEX Spot SMS-Power Spot 1: Market data German and Switzerland Power Spot:
 - Trading data, for example prices and volumes, from the Spot Market for power in Germany/Austria and Switzerland (auction trading).
- EPEX Spot SMS-Power Spot 2: Market data French Power Spot:
 - Trading data, for example prices and volumes, from the Spot Market for power in France (auction trading).
- EEX Power Derivatives SMS: Market data German/Austrian Power Derivatives
 - Trading data, for example prices and volumes, from the Derivatives Market for power in Germany/Austria.



19. PARTICULARITIES IN CASE OF SEVERAL MOBILE PHONE NUMBERS

The online document permits registrations of up to five mobile phone numbers. A separate agreement is concluded for every mobile phone number. For this contract, the different SMS products can be subscribed (as described in Sec. 18 of these Contract Conditions); the provision regarding fees in section 6 shall apply with regard to each individual mobile phone number.

FINAL PROVISIONS

20. APPLICABLE LAW / LEGAL VENUE

These terms and conditions are applicable for agreements concluded after 1st, January 2010.

- If this contract has been concluded via the website of EEX or EEX Power Derivatives, it shall be governed by German law; the German text version shall be effective.

In case the other party to the contract is a merchant, the legal venue for all conflicts shall be the Regional Court of Leipzig, Commercial Court.

- If this contract has been concluded via the website of EPEX Spot, it shall be governed by French law; the English text version shall be effective.

In case the other party to the contract is a merchant, the legal venue for all conflicts shall be the Commercial Tribunal of Paris.

21. ANCILLARY AGREEMENTS / SAFEGUARDING CLAUSE

The user's rights and obligations regarding the object of the contract shall exclusively be governed by the provisions of these Contract Conditions. Verbal ancillary agreements or assurances have not been made. This contract can only be amended by means of an express written agreement.

In case individual provisions of this contract are or should become ineffective, this shall not affect the effectiveness of the remainder of the provisions. The ineffective provision shall be replaced with a valid one which corresponds to the intended objective pursued as closely as possible.



Annex 1: Information Product packages available on EPEX Spot's website

Package	Price	Technical Access	Internal Use	Publication Right (internal and/or free publication only)	Reselling Right
Info-User Real Time Power	4000 €/year	API, FTP and website	X		
Info-User End-of-Day Power	400 €/year	FTP and website	X		
Info-Media End-of-Day Power	900 €/year	FTP and website	X	X	
Info-Media Real Time Vendor Power (Intraday/Cont. France)	Upon request	API, FTP and website	X	X	X
Info-Media End-of-Day Vendor Power	Upon request	FTP and website	X	X	X
Info-Student Power	100 € for 2-month access (95 € refund when thesis is received)	Website	X	Within the thesis only	
SMS-User Power	5 €/telephone number/month	SMS	X		
Market Data Report Power	5 €/month	FTP	X		



Annex 2: Technical availability

	API	FTP server	Website
EPEX Spot - German/Austrian Auction			
End-of-day data		Volumes and prices for all 24 hours in a day (base, peak et blocks) Aggregated curves	Volumes and prices for all 24 hours in a day (base, peak et blocks) Aggregated curves Graphs and tables Market data pdf report
Historical data		Volumes and prices for all 24 hours in a day (base, peak et blocks) Aggregated curves	Volumes and prices for all 24 hours in a day (base, peak et blocks) Aggregated curves Graphs and tables
EPEX Spot – German Intraday			
End-of-day data		Volumes and prices for all 24 hours in a day (plus blocks)	Volumes and prices for all 24 hours in a day (plus blocks) Graphs and tables Market data pdf report
Historical data		Volumes and prices for all 24 hours in a day (plus blocks)	Volumes and prices for all 24 hours in a day (plus blocks) Graphs and tables
EPEX Spot – French Auction			
End of day data		Volumes and prices for all 24 hours in a day (base, peak et blocks) Aggregated curves	Volumes and prices for all 24 hours in a day (base, peak et blocks) Aggregated curves Graphs and tables Market data pdf report
Historical data		Volumes and prices for all 24 hours in a day (base, peak et	Volumes and prices for all 24 hours in a day (base, peak et



		blocks) Aggregated curves	blocks) Aggregated curves Graphs and tables
EPEX Spot – French Intraday and Continuous			
Real time data (Intraday and Continuous only)	Bid/ask spread (volumes / prices) Trades (volumes and prices)		
End of day data		Volumes and prices for all 24 hours in a day (plus blocks)	Volumes and prices for all 24 hours in a day (plus blocks) Graphs and tables Market data pdf report
Historical data		Volumes and prices for all 24 hours in a day (plus blocks)	Volumes and prices for all 24 hours in a day (plus blocks) Graphs and tables
EPEX Spot – Swiss Auction			
End of day data		Volumes and prices for all 24 hours in a day (base, peak et blocks) Aggregated curves	Volumes and prices for all 24 hours in a day (base, peak et blocks) Aggregated curves Graphs and tables Market data pdf report
Historical data		Auction volumes and prices for all 24 hours in a day (base, peak et blocks) Aggregated curves	Auction volumes and prices for all 24 hours in a day (base, peak et blocks) Aggregated curves Graphs and tables