

part of eex group



Order of technical access to the trading platforms of the EEX Spot- and Derivatives Markets

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Order of technical access to the trading platforms of the EEX Spot- and Derivatives Market

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Name of technical contact

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Email address of a technical responsible person

Email address for certificate delivery / login data

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Member-ID (if known)

1. Trading Screens

Trading Screens	Description	Order
M7 Auction System	The M7 Auction System provides access to the emissions auctions.	
EEX TT Screen	<p>The EEX TT screen provides the ability to view and execute futures market (Eurex) trades, including trade registration for clearing within the EEX based license. If you have your own TT license, please select Eurex T7 Trading GUI</p> <p>(► Do you have already an own TT environment and want to share a user into EEX license? Yes / No)</p> <p>For this trading screen an ETI session is required and needs to be ordered in the member section. Please follow the instructions in the "EEX USER GUIDE – MEMBER SECTION TECHNICAL SETUPS".</p>	
Eurex T7 Trading GUI	<p>The Eurex T7 Trading GUI provides easy access to trading the EEX products on the Derivatives Market, including trade registration for clearing.</p> <p>The Eurex T7 Trading GUI has to be ordered in the member section, please follow the instructions in the "EEX USER GUIDE – MEMBER SECTION TECHNICAL SETUPS".</p>	
Trayport® Joule® Screen	<p>This interface enables your own Trayport license to be connected to EEX trading systems.</p> <p>For this trading screen an ETI session is required and needs to be ordered in the member section. Please follow the instructions in the "EEX USER GUIDE – MEMBER SECTION TECHNICAL SETUPS".</p>	
EEX Joule Direct Screen	<p>This interface is based on EEX' Joule license and connects to EEX trading systems.</p> <p>For this trading screen an ETI session is required and needs to be ordered in the member section. Please follow the instructions in the "EEX USER GUIDE – MEMBER SECTION TECHNICAL SETUPS".</p>	

Note: By ordering the technical access to the EEX markets, the fees for the technical access are due, as per the regulations on technical fees in the price list of the European Energy Exchange AG. The obligation to pay the fees for the technical connection arises irrespective of the admission to trading on the EEX markets. By signing this document, the applicant acknowledges these charges. The technical access comprises the setup and access of the applicant in the Member Section of Deutsche Börse Group (<https://membersection.deutsche-boerse.com/>). The notice period for termination of the technical access is also given in the price list of the European Energy Exchange AG. We authorize the Exchange Management Board and the operating companies of the exchange to exchange information and data regarding the exchange membership within the EEX Group, EPEX Spot SE and ECC AG as well as the Deutsche Börse Group.

The undersigned assures that he has fully informed the contact persons named in connection with the contract, the exchange membership relationship or other legal relationships about the transfer of their personal data and that he has brought to their attention the PRIVACY NOTICE which can be found on our company websites.

City	Date	Legally binding signature(s) of applicant <i>Name(s) of Signatory/ies:</i>

2. Annex: End User License Agreement (only required when using EEX TT Screen)

End User License Agreement ("Agreement")

between

the respective User ("User")

and

European Energy Exchange AG, Augustusplatz 9, 04109 Leipzig ("EEX")

The Parties agree in respect to the service ("Service"), which is defined as the front end trading screen, software, related services and documentation that is provided by Trading Technologies International, Inc., 222 S. Riverside Plaza, Chicago, IL 60606 („TT“) via EEX. The Service provides access to Trading Data from EEX group's and partner's exchanges and the ability to enter orders to buy and sell tradable instruments on such platform.

The parties agree to the following:

1. This Agreement forms a binding legal contract between User and EEX. By accepting this Agreement User will be bound by the terms of this Agreement. By making a Service available to User, EEX is not recommending, promoting or endorsing any particular investment, market data, or trading strategies.
2. User shall have a limited right to use the Services in accordance with this Agreement. EEX grants User a revocable, nontransferable, personal, nonexclusive license to use and install the Service and any accompanying documentation for Users' internal use only. TT and its licensors retain all right, title and interest in the Service, all copies thereof, and all intellectual property and proprietary rights in the software, including copyrights, patents, trademarks and trade secret rights.
3. User may not copy, rebroadcast, redistribute or disseminate the Service or the information and data contained therein, including Trading Data, without previously obtaining EEX and TT's express written consent.

Except to the extent expressly permitted by applicable law or as otherwise permitted hereunder User may not reverse engineer, decompile, disassemble, modify or create works derivative of the Service. User may not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer any of the Services, or directly or indirectly permit any third party to use or copy the Services. User may not remove any proprietary notices (e.g., copyright and trademark notices) from the Services.

4. EEX and TT shall not be liable for any Users misuse of the Service.
5. User systems and networks must meet the minimum technical requirements and specifications required in accordance with the documentation.
6. EEX or TT may terminate, modify, limit or suspend Users access to EEX if requested by regulatory entity or according to the regulations of EEX or requested by Market Surveillance of EEX.

Services are provided on an "as is available", "as is" basis to the maximum extent permitted by law. EEX, its suppliers and vendors disclaim all other warranties with respect to the Services, including, but not limited to, the implied warranties of non-infringement of third party rights, title, merchantability, quiet enjoyment, quality of information and fitness for a particular purpose.

7. User may provide Feedback to EEX and/or TT. Feedback is voluntary and EEX and/or TT is not required to hold it in confidence.

8. EEX and TT may transfer, store and process User data in the United States or any other country in which EEX or TT or its agents or vendors maintain facilities.
9. EEX and TT will collect "Usage Data". Usage Data means statistical and other aggregated data derived from Users use of the Service. Usage Data does not include any information identifying User, any identifiable individual or any other User- concerning confidential information. For avoidance of doubt Usage Data does not include individually identified trades.

User grants EEX and TT a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use, copy, distribute, and otherwise exploit the Usage Data for EEX and TT's internal business purposes, including the provision of products and services to EEX and TT's customers. Except as necessary or otherwise required for EEX's performance of its obligations under this Agreement and subject to obligations of confidentiality, EEX and TT will not make any Usage Data available to any third parties.
10. The parties hereby acknowledge and agree that the following clauses in this Agreement shall have a protective effect for the benefit of TT: Section 2, 3, 4, 6 and 9.
11. During the term and for up to three years after the expiration or termination hereof, EEX may, on reasonable written notice, audit User's compliance with the terms and conditions of this Agreement. User shall reasonably cooperate in the audits, including making relevant personnel and records available for EEX's review.
12. User may not export, directly or indirectly, the Services to any country for which the United States requires any export license or other governmental approval without first obtaining such license or approval.
13. This Agreement is governed by and construed in and shall be interpreted in accordance with the laws of the Federal Republic of Germany without conflict rules. The UN Convention on Contracts for the International Sale of Goods shall not apply. Legal terms used in this Agreement shall be construed with respect to German law. The courts of Frankfurt/Main, Germany, shall have exclusive jurisdiction.

City	Date	Legally binding signature(s) of applicant <i>Name(s) of Signatory/ies:</i>
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