

General Terms of Volume Provision Agreements

EEX Freight Market

A. General

EEX AG is the holder of the license to run the European Energy Exchange (“**Exchange**” or “**EEX**”). All Volume Provision Agreements are therefore concluded between EEX AG and the respective Volume Provider (each a “**Party**” and together the “**Parties**”). By concluding the Volume Provision Agreement, the Volume Provider accepts all terms outlined below.

B. Volume Provision and Compensation

1. The volumes to be traded by the Volume Provider at EEX and the compensation to be paid in return are laid down in the Volume Provider’s individual agreement.
2. Any compensation is always conditional on Volume Provider being admitted to the Exchange and licensed by EEX AG for such activity with a valid contract.
3. Trades must be identifiable for EEX AG and classifiable as Volume Provider’s own trades or trades of a particular indirect trading participant of the Volume Provider by use of:
 - a. The EEX membership identification number (EEX Member ID),
 - b. The EEX trader identification number (EEX Trader ID), and
 - c. The respective sub-account reference for indirect trading participants.

C. Performance Measurement

A performance measurement is carried out by EEX AG after the end of each calendar month, and is forwarded to the Volume Provider on request.

D. Credit Note

1. Based on the performance measurement according to Section E., EEX AG will issue credit notes on a quarterly Q+1 basis in accordance with Section B and the respective individual agreement with the Volume Provider.
2. Each Party will notify the other Party if it ceases to be a taxable person within the meaning of EC Directive 2006/112/EC and in case of amendments of invoicing and/or payment details.

F. Termination

1. Each Party shall have the right to terminate the Volume Provision Agreement upon one month’s written notice to the end of the calendar month.
2. The Volume Provision Agreement terminates automatically if (and as soon as) the Volume Provider resigns from admission to the Exchange or its admission is withdrawn/ revoked by the Management Board of the Exchange.

G. Confidentiality

1. Both Parties shall keep the terms of the Volume Provision Agreement confidential, including all information disclosed by one Party to the other Party hereunder and shall not disclose such information to any third party (except affiliates, agents and professional advisors) without the prior consent of the disclosing Party which shall not be unreasonably delayed, refused or withheld.
2. Nothing herein shall prevent disclosure required by court of law or order of a regulatory authority provided prior notice thereof is given to the other Party, where permitted.

H. Liability

1. If the performance measurement shows that the Volume Provider has not fulfilled its volume provision obligations in one month, the Volume Provider shall not receive a compensation for the respective month for the product(s) concerned. Apart from this, there shall be no claims in case the Volume Provider does not fulfil its volume provision obligations. To the extent legally permissible, EEX AG and Exchange shall not invoke or impose any regulatory remedies or actions as a result of a violation or non-performance of an obligation or a duty under this Agreement by the Volume Provider.
2. No Party shall be liable to the other Party for damages, except in the case of gross negligence or wilful misconduct by such Party's own personnel or third parties acting on its behalf.
3. EEX AG and Exchange shall not be liable for damages for any losses incurred due to interruption of their operations as a consequence of Force Majeure, riot, acts of war or natural disasters or other events for which EEX AG and Exchange are not responsible (e.g. strikes, lock-outs, disruptions of communications) or that may result from the actions of domestic or foreign governmental authorities. The same shall apply with respect to damage and losses suffered by the Volume Provider or a third party as a consequence of technical problems or of the full or partial unavailability of the system or of the equipment of EEX AG and Exchange or as a result of the disruption of data transmission, as well as with respect to damage caused through trading outside the system of the Exchange, or as a result of errors in data entry for purposes of trading, settlement and management of margin, in each case to the extent that such damages were not caused by the intentional conduct or gross negligence of EEX AG and Exchange.
4. The Parties' liability for damages shall, regardless of its legal basis, be limited to the typical and foreseeable damage. No Party shall be liable for the lost profits or savings of the other Party or any third party.

I. Miscellaneous

1. The Volume Provider must, in its operations related to transactions contemplated hereunder, observe the European Energy Exchange Rules and Regulations and various provisions of the German Exchange Act in their respective valid version.

2. The Volume Provider permits, to the extent reasonable and practicable, any qualified European Energy Exchange market surveillance personnel and/or European Energy Exchange auditor to check the integrity of all trades on the Exchange hereunder.
3. Nothing in the Volume Provision Agreement is intended or shall be construed to grant a power of attorney, create an agency or a partnership between the Parties. Accordingly, except as expressly authorized in the Volume Provision Agreement, no Party shall have any authority to act or make representations on behalf of the other Party without the prior express written permission of this Party, and nothing in the Volume Provision Agreement shall impose any liability on a Party in respect of any liability incurred by the other Party to a third party.
4. The Agreement does not establish any rights of third parties against one of the parties hereto.
5. No Party may assign or transfer the Volume Provision Agreement, in whole or in part, without the prior written consent of the other Party.
6. The Volume Provision Agreement constitutes the entire understanding between the Parties relating to the subject matter thereof and, save as may be expressly referred to or referenced by the Volume Provision Agreement supersedes all previous conditions, understandings, commitments, agreements, or representations whatsoever whether oral, written or otherwise, relating to the subject matter hereof except in respect of any fraudulent misrepresentations made by a Party.
7. The Volume Agreement can only be amended on the basis of an express agreement in writing or by e-mail. This shall also apply with regards to an amendment of this form requirement.
8. In case individual provisions of the Volume Provision Agreement are or should become ineffective or unenforceable, the validity of the remaining provisions of the Volume Provision Agreement shall not be affected. The ineffective or unenforceable provision shall be replaced by an effective and enforceable provision corresponding as closely as possible to the commercial aim of the ineffective or unenforceable provision. The same shall apply with regards to loopholes requiring regulation.
9. The Volume Provision Agreement shall be governed, construed and shall take effect in accordance with German Law. Place of jurisdiction is Leipzig, Germany.