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# Trade Registration Rules

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## § 1 Scope of Regulation

- (1) As part of exchange trading, the European Energy Exchange provides its trading participants ("Participants") with a "Trade Registration Functionality" subject to the conditions listed herein below.
- (2) Trade Registration is the conclusion of exchange trades by means of the registration within the trading systems of EEX by mutual consent. In this context, the entry into the EEX trading systems by the participant initiating the registration of the trade as specified in more detail in Sections 5 to 7 constitutes an offer for the conclusion of the trade, while the confirmation by the other participants constitutes the acceptance of the trade. Notwithstanding the provisions in sentences 1 and 2, the transactions shall only be concluded – retroactively to the time of acceptance of the Offer – after publication of the price and quantity information of the entries on EEX's website and shall only then be deemed to have been registered by mutual agreement (registered trade). For lack of indication of interest, entries to register trades are not orders within the meaning of the Trading Conditions.
- (3) If the registration of the trade serves the purpose of the registration of a trade which has already been concluded outside of EEX (off-exchange) – in particular, in accordance with Section 12 paragraph 3 – upon fulfilment of all requirements for the conclusion of the registered transaction pursuant to paragraph 2, the trade is novated with the effect that a new exchange trade, which replaces the trade concluded off-exchange, is established with retroactive effect to the time of confirmation. In this context, the entry of the trade into the trading systems by the participant registering the trade initiates an offer for cancelling the trade concluded off-exchange in connection with the offer to conclude a new exchange trade in accordance with the provisions of the rules and regulations of EEX. The confirmation by the respective other participant constitutes the acceptance of these offers. If the registration of the trade does not serve the purpose of registering a trade concluded off-exchange, upon fulfilment of all requirements for the conclusion of the registered transaction pursuant to paragraph 2 an exchange trade is established with retroactive effect to the time of the confirmation. In any case, the rules and regulations of the exchange and the Clearing Conditions of ECC in their respective valid versions exclusively apply as of that time.
- (4) The registration of trades on EEX is permissible if these trades are approved for such registration, if the subject of these trades corresponds to the respective EEX contract specifications for these products, if the price agreed is permissible as an entry price, the entry lies within the Trade Limits and if registration is carried out subject to these conditions. The provisions contained in the Trading Conditions regarding Pre-Trade Limits shall apply mutatis mutandis.

## § 2 Preconditions for Participation

- (1) The use of the Trade Registration functionality is based on the precondition that the participant has been admitted as a trading participant of EEX in accordance with the more detailed provisions of the Exchange Rules.

- (2) Admission as a trading participant can be limited to the registration of trades as a part of exchange trading. Participation in order book trading on EEX is not permitted on this basis since this is subject to the provisions of trading participants that are also admitted to order book trading. The admission regarding the use of the Trade Registration functionality can be limited to the Spot Market or the Derivatives Market for individual participants and with regard to individual products or product groups.
- (3) The participant may authorize its clients to confirm the registration of a trade pursuant to Sect. 6 paragraph 1 or Sect. 7 paragraph 1 on its behalf. The authorization shall only be valid if it is given in writing by means of the form provided by EEX.
- (4) EEX can bar any participant from using the Trade Registration functionality if the said participant does not fulfil his obligations arising under these terms and conditions or in case the preconditions for such participation were not fulfilled or in case said preconditions have ceased to be fulfilled later on. In such a case, no claims regarding the reimbursement of costs, expenses or other disadvantages arise to the participant.

### **§ 3 Trading Broker, Non-Trading Broker, and Third Party Trading Venue**

- (1) Trading Brokers are trading participants of EEX within the meaning of Sect. 17 para. 1 of the Exchange Rules operating as brokers that do not only enter trades into the trading system on behalf and in the name (authorised spokesperson or communicating messenger) of participants but that can also conclude own positions on account of a third party which they can then give up to the respective ECC position account of their clients (Give-ups).
- (2) Non-Trading Brokers and Third Party Trading Venues are not trading participants of EEX within the meaning of Sect. 17 para. 1 of the Exchange Rules and they cannot open their own positions. As a result, they cannot carry out Give-ups. Non-Trading Brokers and Third Party Trading Venues only enter trades into the trading system on behalf and in the name (authorised spokesperson or communicating messenger) of participants. The use of the Trade Registration functionality by Non-Trading Brokers and Third Party Trading Venues is based on the precondition that they are recognised as provided for in more detail in the Exchange Rules.
- (3) Entries by the Trading Broker, the Non-Trading Broker, and the Third Party Trading Venues into the respective ECC position account of their client are only binding for a Participant if the entries are confirmed by said Participant itself or by a person that has been authorized towards EEX. Confirmation can be provided automatically.
- (4) If a Participant objects to an entry which a Trading Broker, a Non-Trading Broker, or a Third Party Trading Venue has made on his behalf, the Management Board of the Exchange can cancel the registered transaction with effect for both parties in accordance with the more detailed provisions of Sections 9 and 10 of the Trading Conditions.

### **§ 4 Approved Products**

- (1) On principle, EEX offers the Trade Registration functionality for all EEX Spot and Derivatives Market products.

- (2) The Management Board of the Exchange determines the products for which the use of the Trade Registration functionality is offered and communicates this decision.
- (3) Furthermore, the Management Board of the Exchange determines the contract specifications for the products which cannot be traded in the order book of the Spot and Derivatives Markets of EEX at the same time. The Trade Registration contract specifications form part of these Trade Registration Rules.
- (4) The Management Board of the Exchange can include further contracts in the Trade Registration functionality or temporarily or permanently exclude contracts from it, which were included previously, in the future.
- (5) The Exchange Council shall be informed of the inclusion of products in the Trade Registration functionality and of the permanent exclusion of products.

## **§ 5 General Provisions regarding Registration**

- (1) The trades are registered in the system via specified functionalities in the respective trading systems of EEX. EEX can also permit other systems for registration.
- (2) The Management Board of the Exchange specifies the entry times approved for the respective products; in the case of the products traded on the exchange, these, at least, correspond to the trading times announced for these. It can expand and limit these if this is required or sensible for technical or operational reasons.
- (3) Trades may only be entered in compliance with the rules and regulations of the exchange and, in particular, the corresponding contract specifications; settlement and collateralisation of the trades or positions are exclusively effected in accordance with the ECC Clearing Conditions in their respectively valid version.
- (4) Trades can be registered in own, customer and market maker position accounts.
- (5) Trades can be registered either manually in accordance with the more detailed provisions of the following stipulations or automatically under consideration of the technical systems used for the respective entries and their conditions. In the event of conflicts between these terms and conditions and the rules and regulations of EEX and ECC, the rules and regulations of EEX and ECC shall take precedence.
- (6) If entries or registered trades do not comply with the requirements referred to or if a participant does not fulfil the other conditions for participation, EEX can cancel these trades with effect for both sides.

## **§ 6 Registration of Trades at the Spot Market**

- (1) Both the seller and the buyer can initiate the registration of trades at the Spot Market by entering these. The entry of the trade has to be confirmed by the other party on the same exchange day or before expiry of the respective contract, otherwise the entry by the other party will be cancelled in the trading system at the end of this exchange day.

- (2) When entering the offer for the conclusion of a registered trade into the trading systems, the buyer has to enter at least the following data:
- the contract traded,
  - the purchase and sale information
  - the number of contracts,
  - the price of the contract,
  - the position account, and
  - the participant identification of the counterparty.

The other party accepts the offer for the registration of a transaction by bindingly confirming the data entered into the trading system by the counterparty as being binding. The registration becomes effective as soon as the requirements pursuant to Section 1 paragraph 2 sentence 3 are met.

- (3) Upon its conclusion the registered trade becomes binding for both parties. In case of an error or of any other wrong entry, the registered trade can only be changed by an informal and consensual request by both parties to such a degree that the trade created by the cancellation corresponds to the trade which would have been created without the trade which has to be cancelled until the expiry of the respective contract or the end of the exchange trading day concerned. If a trading participant cannot enter that correction, the entry will be made by EEX by means of entering a corresponding offsetting transaction.

## **§ 7 Registration of Derivatives Market Transactions within the Trading System T7**

- (1) Only the buyer can initiate the registration of a Derivatives Market transaction within the trading system T7, which is used as a trading system by EEX, by entering the trade. The seller of the trade has to confirm the data entered by the buyer forthwith, however, within the same trading day.
- (2) Upon entering the offer for the conclusion of a registered trade, the Buyer has to enter the following data into the trading system:
- the futures contract (underlying security and maturity) and/or the option (underlying security, type of option (call/put), maturity, basic price),
  - the number of contracts,
  - the price of the contract,
  - the open/close indicator,
  - the position account, and
  - the seller's participant identification.
- (3) The seller accepts the buyer's offer for the registration of a trade (confirmation) by entering the following data:
- the transaction number,
  - the open/ close indicator, and
  - the position account.

The registration becomes effective as soon as the requirements pursuant to Section 1 paragraph 2 sentence 3 are met.

- (4) Upon its conclusion the trade becomes binding on both parties. In case of an error or of any other wrong entry, the trade can only be changed to such a degree that the trade created by the cancellation corresponds to the trade which would have been created without the trade which has to be cancelled by means of an informal and consensual request by both parties until the end of the post-trading phase on the exchange trading day concerned. If a trading participant cannot enter a corresponding offsetting transaction, the entry will be made by EEX.
- (5) § 43 of the Exchange Rules (Pre-Trade Controls) does not apply.

## **§ 8 (cancelled)**

## **§ 9 Registration of Transactions by Trading Brokers and Non-Trading Brokers**

- (1) A Derivatives Market or Spot Market transaction can be entered into the trading system for registration by a Trading Broker or a Non-Trading Broker. Trading Brokers and Non-Trading Brokers are obliged to get authorisation to this end from their clients in advance and to notify EEX about such authorization in a format determined by EEX which has to be continuously updated („White List“). Trading Brokers and Non-Trading Brokers guarantee towards EEX and the clearing house as well as towards the trading participants that every entry made by them was commissioned by their clients and carried out in accordance with their specifications.
- (2) A Derivatives Market transaction can be registered within the trading system T7 by:
  - The trading participant entering the offer for the conclusion of a registered transaction into the trading system and by the Trading Broker accepting the offer in the trading system by confirming it. As a result, registration is effected as a self-dealing transaction of the Trading Broker. Afterwards, the Trading Broker gives up the position to the respective ECC position accounts of the buyer and seller (Give-Up Trades). As a result, registration is effected as a self-dealing transaction of the Trading Broker.
  - The Trading Broker entering the offer for the conclusion of a registered trade into the trading systems on behalf of the buyer and by the seller accepting this offer by confirming it within the trading system. As a result, registration is effected as a transaction between the Trading Broker and the seller with a subsequent Give-up of the position of the Trading Broker to the buyer's ECC position account (Buyer-only Trade).
  - The buyer entering the offer for the conclusion of a registered transaction into the trading systems and by the Trading Broker accepting this offer by confirming it in the trading system on behalf of the seller. This means the registration is effected as a transaction between the buyer and Trading Broker with a subsequent Give-Up of the position of the Trading Broker to the seller's ECC position account (Seller-only Trade).

- The Trading Broker or Non-Trading Broker entering the transaction into the trading system on behalf and in the name (authorised spokesperson or communicating messenger) of the buyer and the seller and by the buyer and seller subsequently confirming the transaction in the trading system (Direct Trade).
- (3) A Spot Market Trade may be registered exclusively as Direct Trade.
  - (4) The provisions of section 13 of the Trading Conditions (Trading on Behalf) shall apply mutatis mutandis.

## **§ 10 Registration of Transactions through Straight-Through-Processing Systems**

- (1) The registration by the Trading Broker or Non-Trading Broker according to Section 9 can be effected by using Straight-Through-Processing systems (STP systems), which are operated by external system providers, accepted by EEX and integrated into its trading systems. Trading Brokers and Non-Trading Brokers are obliged to obtain authorisation from their respective clients with regard to the use of STP systems for registration.
- (2) The use of STP systems by the buyer, seller, Trading Broker and Non-Trading Broker is effected at their own risk. EEX does not assume any liability for the correctness, completeness and validity of the transactions and declarations transmitted via the STP systems. The external system providers are responsible for the operability of the STP systems. As a result, EEX does not assume any liability for the failure of functionalities of the STP systems.
- (3) All STP systems accepted and integrated by EEX have the following Auto-Confirmation Function: For trades entered by Trading Brokers the contractual side referring to the Trading Broker will always be automatically confirmed for registration. Furthermore, entries by Trading Brokers or Non-Trading Brokers on behalf and for the account of their clients will be automatically confirmed for registration due to the pre-set standard configuration, if the participant concerned has been notified to EEX over the White List by the respective Trading Broker or Non-Trading Broker as its client.
- (4) The pre-set standard configuration can be changed by the participants in the framework of the options indicated by EEX. The configuration caused by the participant becomes effective upon notification of the completed switch and prevails the standard configuration as of this moment. All entries which are not confirmed automatically must be confirmed manually during the periods specified by the system.
- (5) The buyer, seller, Trading Broker and Non-Trading Broker are obliged to check the registrations and submissions to the ECC clearing system effected using STP systems forthwith, however, no later than until the beginning of the next trading day. Apart from this, the rules in Section 3 paragraph 4 or Section 7 paragraph 4 also apply to trades registered using STP systems.

## **§ 11 Registration of Transactions by Third Party Trading Venues**

Sections 9 and 10 above apply for the registration of Derivatives Market or Spot Market transactions by Third Party Trading Venues accordingly, provided that Third Party Trading

Venues may only enter Direct Trades into the trading systems of EEX. All entries of Third Party Trading Venues STP Systems into the trading systems of EEX will be automatically confirmed for registration.

## **§ 12 Permitted Entry Price**

- (1) The contract price of a trade which was entered into the EEX trading systems has to lie within a specified interval which is stored in the EEX trading systems (Trade Registration Price Range). The Management Board of the Exchange determines the Trade Registration Price Range or the methodology for its calculation, respectively, and, as a result, the respective admissible entry price.
- (2) If a price outside the Trade Registration Price Range is entered upon the registration of a trade and the entry is not stopped technically, the trade will be cancelled by EEX.
- (3) The Management Board of the Exchange may in consent with the clearing house of the exchange permit the registration of trades outside the Trade Registration Price Range to enable the participants to use the Trade Registration Functionality also for trades concluded off-exchange a longer time before registration (legacy trades).

## **§ 13 Publication and Trade Confirmation**

- (1) Trades, which are registered within the EEX trading systems by the Trade Registration Functionality, are not necessarily anonymous for the respective parties to the contract.
- (2) After the registration of a trade, the participants receive a trade confirmation, which is generated by the trading system and shows these transactions or positions as being registered trades. Registered trades are also labelled as registered transactions in the reports generated by the clearing systems on a daily basis.

## **§ 14 Announcements**

- (1) Decisions and specifications by the Management Board of the Exchange according to these provisions, including the decision to include new products in the Trade Registration functionality, are communicated to the trading participants in a customer newsletter and through publication on the website of EEX.
- (2) The decision to include new products in the Trade Registration functionality is taken by means of the adjustment of the Trade Registration contract specifications, in addition.

## **§ 15 Clearing of Registered Trades**

- (1) Upon the legally binding registration of a trade into the trading systems, the regulations regarding the conclusion of trades and regarding the contractual obligation of the clearing conditions of the ECC or the clearing conditions referred to herein shall apply accordingly with regard to the contractual relationships between ECC AG and the trading participants involved in the registered trade and/or their clearing members.

- (2) In addition, the terms and conditions of the clearing conditions of ECC AG in their respectively valid version shall apply with regard to the settlement and provision of security for the registered trades.

## **Annex:** Contract Specifications for Trade Registration