



Implementation Regulation pertaining to
§ 20 of the Exchange Rules of European
Energy Exchange

(Technical equipment concerning the elec-
tronic trading systems)

The English version is for informal use only.

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2. Definition

2.1. Network in the Electronic Trading System

The Network of the Energy Exchange (hereinafter referred to as “EEX”) includes the entirety of all hardware elements gathered from each Network node as well as all necessary components for the connection of the Network nodes (leased lines for telecommunication, etc.) which form the technical basis for the implementation of trading in the electronic trading system. The Network of the electronic trading system is constructed in a radial form and contains as Network nodes, in particular, the central host computers (backends) of EEX, the access points and the participant’s trading systems.

If the trading participants select an alternative connection for their access to the Xetra or Eurex system (cf. subsection 2.3) which is solely based on the internet or a combination of leased line and internet, the EEX Network shall not include the internet connections.

2.2. EDP System

In addition to the Xetra and Eurex network, the EEX EDP system also comprises the operation-ready installed application of the exchange in the participant’s trading systems.

2.3. Access alternatives

The access alternatives outlined in this section can also be ordered and operated by the customer in combination with each other.

2.3.1. Access with a customer-owned MISS Architecture

Trading participants with customer owned MISS-Architecture (only possible for access to Xetra and Eurex) may choose between the following alternatives of connection to the EEX-system.

- Premium Access: In case of the Premium Access, the connection will be effected via two parallel leased lines, which, to the extent technically possible and suitable, are set up by using separate routing paths or are leased from two different internet providers.
- Combined Access: In the case of Combined Access, the connection will be effected via one leased line and one internet backup connection, the technical design of which is equivalent to an internet connection in the case of iAccess.
- iAccess: In the case of iAccess, the connection will be effected exclusively via the internet. The selection of the internet provider as well as the realization of the connection is solely responsibility of the trading participant. Availability and performance are determined and guaranteed by the internet provider chosen by the trading participant. EEX will technically reduce the data throughput that is theoretically possible via internet on the bandwidth of the other connection alternatives in order to secure approximately the same access times to the electronic trading system for all connection alternatives.

The trading participants have to install a Member Front-End system. EEX ensures the web connectivity on the part of the exchange with sufficient availability and corresponding security, such as

powerful encryption of the data stream, authentication of the trading participants and a firewall infrastructure.

Trading participants with the clearing status of a Direct Clearing Member (DCM) and General Clearing Member (GCM) are exclusively connected to the system of EEX via Premium or Combined.

For energy trading via the Trayport Global Vision Frontend, market integration into the Trayport Trading Gateway is possible via the EEX Universal Communicator provided by EEX for those customers which have their own MISS infrastructure. This additional software enables market integration in a Trayport Global Vision Screen.

Responsibility for the set-up, installation and/or configuration of the technical infrastructure consisting of a MISS architecture, the EEX Universal Communicator, the Trayport Global Vision Trading gateway and the Trayport Front-end exclusively rests with the trading participant.

Upon request, EEX is pleased to provide supporting services with regard to this. However, a claim with regard to this and on this basis cannot be asserted.

2.3.2. Access without customer owned MISS Architecture

- WebAccess ton Xetra and/or Eurex: The trading participant is exclusively connected via the internet in this case. The trading participant needs one workstation per work desk which is connected to a multi-member front-end system operated by EEX via the internet. A firewall concept and a secure ID token which EEX provides to the trading participant for each trader and which is to be used by the trading participant protect the trading system of EEX against unauthorised access by third parties. If several users are connected to the trading system via WebAccess, one token each per user is required for simultaneous access. The token is not specific to the respective workstation; it can be used at several workstations.
- WebAccess to ComXerv: The trading participant is exclusively connected to the ComXerv front-end (Comtrader) via the internet. On the part of the trading participant one work station is required for every workplace which is to be connected to a multi-member front-end system operated by EEX via the internet. A firewall concept and a personal identification (RACF-ID with a password), which is provided to the trading participant by EEX for every trader, protect the EEX trading system against unauthorised third-party access.
- EEX Global Vision Screen with access to all EEX trading systems: Trading participants wishing to trade via Trayport Global Vision can procure a technologically simple connection version from EEX. In this case, the EEX Global Vision Screen (a representation of the EEX markets in the Trayport Global Vision Screen configured by EEX) is connected to the Trayport Trading Gateway operated by EEX via an internet connection to be arranged by the customer itself.

Responsibility for the set-up, installation and/or configuration of the technical infrastructure consisting of the EEX Global Vision Screen, the internet connection rests exclusively with the trading participant.

- EEX Global Vision Portal with access to all EEX trading systems: Customers that operate a Trayport Trading Gateway of their own can use the market integration via their Trayport Trading Gateway through the direct connection to the Global Vision Portal provided by EEX. No additional software provided by EEX (such as the EEX Universal Communicator) has to be used for this connection. Responsibility for the set-up, installation and configuration (such as e.g. product mapping) of the technical infrastructure consisting of the Trayport Global Vision Trading Gateway, the Trayport Frontend and the technical connection to the

network exclusively rests with the trading participant. The EEX Global Vision Portal is always cleared for defined versions of the Trayport Trading Gateway Server.

- WebGATE for Xetra / Eurex / ComXerv: Customers which operate their own Trayport Trading Gateway and do not see any possibility for the establishment and operation of a MISS infrastructure can achieve market integration via the Trayport Trading Gateway by using a Webservice available via the internet. In this connection version, the customer is connected via the WebGATE interface operated by DBS. The EEX Universal Communicator software provided by EEX must be used to this end. The set-up, availability and operation of the internet connection lie within the customer's responsibility.

Responsibility for the set-up, installation and/or configuration of the technical infrastructure consisting of the EEX Universal Communicator, the internet connection, the Trayport Global Vision Trading Gateway and the Trayport front-end exclusively rest with the trading participant.

2.4. Member Front-End installation

A member front-end system consists of one or several computers (several workstations and/or a Member Integration System Server (MISS)) facilitating trading and clearing on EEX and input devices and network components via which integration into the EEX network is effected. Furthermore, the member front-end installation comprises all the components required in order to maintain the member's internal network connections (e.g. gateways, routers, etc.) in as far as such do not lie in a network area reserved for EEX ("logical network"). Further hardware elements are not part of the member front-end installation but can be connected to it in as far as these fulfil the interface requirements established by EEX and are registered at EEX in as far as required.

Multi-Member-Frontend-Installation

It is possible that several trading participants participate in the electronic trading system by means of a common Member Front-end System (Multi Member Front-end System), which is a component of the Member Front-end Installation. In such cases, EEX increases its requirements for availability. A Multi Member Front-end System must be installed as a 2-LAN configuration and connected as a MISS group with at least two servers. The connection of workstations to a Multi Member Front-end System lies within the sole responsibility of the trading participant. EEX does not assume responsibility for availability and performance of the Multi Member Front-end System.

2.5. Trayport Global Vision Trading Gateway

Trayport Global Vision Trading Gateway is an application by Trayport Ltd. which enables trading via brokers or market platforms including the EEX Spot and Derivatives Market through a member front-end. In this context, the different markets can be integrated / aggregated for the trader in one screen. For connection to the EEX trading systems either the EEX Universal Communicator can be used at the member or the connection can be established via the Trayport Global Vision Portal provided by EEX.

2.6. EEX Universal Communicator

The EEX Universal Communicator is a software provided by EEX for the connection to all EEX trading systems with a Trayport Global Vision Gateway Server via a MISS infrastructure or WebGATE, which fulfils the requirements put to an order routing system and, moreover, makes the exchange transactions concluded available on Trayport GlobalVision. The EEX Universal Communicator is always cleared for a combination of trading systems, access routes (MISS or WebGATE) and Trayport Trading Gateway Servers defined in its respective version.

2.7. Trayport GlobalVision Portal (GV Portal)

Trayport GlobalVision Portal is an application by Trayport Ltd. which is operated by EEX and enables the trading participants using the Trayport GlobalVision Trading Gateway application to connect to the EEX trading systems (Eurex / Xetra / ComXerv) without requiring the EEX Universal Communicator to be installed. In this case, the connection to EEX is fully established via Trayport Software products in which product mapping is exclusively effected in the Trayport SW products.

2.8. Logical Network

The Logical Network of the EEX includes, in addition of the Network of the EEX, all components at the exchange participant's site which are connected for technical reasons to the Network, provided that they are located in a Network area reserved for EEX.

2.9. Data Transmission Equipment

Telecommunication within the Network of EEX occurs by means of data transmission equipment, consisting of access points, routers and leased lines. The connection of a Member Front-end System or a Multi Member Front-end System shall always be made via an access point.

2.10. Quote Machines

Quote machines are automatic quotation systems for products traded on the exchange. On the basis of pricing information and additional parameters determined by the trading participant, quotes are automatically generated and channelled into the EDP system of EEX.

2.11. Electronic Eyes

Electronic Eyes are computer programs which continuously receive market prices of products traded on the exchange from the EEX system and evaluate such market prices. As soon as the price of an order which is received by the Electronic Eye lies within the range previously set by the trading participant, the Electronic Eye automatically generates an order which is then channelled through the programmable interfaces of EEX into the trading system of EEX to facilitate its execution.

2.12. Order Routing Systems

Order Routing Systems are electronic order forwarding systems which are used by trading participants to transmit exchange orders, i.e. exclusively for the entry, change and deletion of exchange orders. Order Routing Systems may be connected to the Member Front-end System via a defined interface so that the orders transmitted via this system can be channelled directly into the trading system of EEX.

2.13. “Third-Party-Software“

Third-Party Software is software which is not provided by EEX and connected by a trading participant to the programmable interface of the Member Front-end System of EEX.

2.14. Location

Location within the meaning of this provision means the entirety of all business premises occupied by a trading participant within a building in which Member Front-end Installations have been installed for the purpose of active derivatives trading. Business premises in which Member Front-end Installations are only employed in emergencies or for the purpose of engaging in technical simulated tests are not deemed to constitute a location within the meaning of this provision.

3. Access to the EEX System

3.1. Requirements

In the case of the connection alternatives of Premium Access and Combined Access, the trading participant is connected to the system of the EEX upon granting admission to the participant in the electronic trading system. If the trading participant chooses a web-based access version, such trading participant, after having been granted admission to participate in the electronic trading system, may only be connected to the system of EEX after they have realised the connection via internet by means of an internet provider. All connection alternatives to the EEX system require compliance with the Exchange Rules and Regulations and with the technical standards of these Implementation regulations with respect to hardware, software, the Network and the configuration thereof and that by the establishment of such connection, the system of EEX shall not be compromised, be it on the basis of location or any other technical grounds. EEX can measure the load generated by the individual Member Front-end Installations on the EDP system of EEX and, if applicable, limit these through technical measures if this is required for reasons of system security or other serious reasons. Each trading participant undertakes to ensure that its institution, according to the national laws and regulations effective in the country of its location, is entitled to connect a Member Front-end Installation at its location to the EEX system and to execute trading on EEX.

3.2. Access of Member Front-end Installations

All Member Front-end Installations if not employed in emergencies or for the purpose of participating in technical simulated tests must in principle be installed at the locations of the trading participant and should be configured redundantly in order to increase failsafe mechanism.

Upon receipt of a written application from a trading participant or from an applicant for exchange admission, the Board of Management of EEX may permit the installation and the operation of a Member Front-end Installation at the business premises of a third party engaged by the trading participant or applicant for exchange admission to operate such Member Front-end installation, if the application of and compliance with the provisions of the Exchange Rules and Regulations of EEX and supplemental conditions thereto are ensured, in particular in respect of such third party. By means of appropriate agreements concluded with the third party, the trading participant or applicant for exchange admission shall secure that the third party grants EEX the right to inspect the business premises of such third party at all times for the purpose of determining compliance with the requirements for the installation and operation of a Member Front-end Installation.

3.3. Access of several Member Front-end Installations

A trading participant may apply for the connection of several Member Front-end Installations. EEX may limit the number of Member Front-end Installations applied for by a trading participant, to the extent that such action is necessary for reasons relating to system performance or for other serious reasons.

3.4. Access of Quote Machines / Electronic Eyes

Upon special application by a trading participant, the Board of Management of EEX may permit the connection of quote machines or Electronic Eyes to the EEX system through the programmable interfaces made available via the Member Front-end Installation, provided that the trading participant continuously ensures that the quote machines or Electronic Eyes

- are installed at the locations of the trading participant admitted to derivatives trading and
- are given parameters which correspond to at least one person admitted to EEX for the trading participant (exchange trader) for the EEX trading participant and
- are controlled by at least one such person during the course of the trading day.

3.5. Access to Order-Routing-Systems

After making written application and receiving approval thereof from the Board of Management of EEX, a trading participant is entitled to connect an Order Routing System via a defined interface if:

- before being channelled into the trading system, the transmitted orders pass an electronic filter which is installed in the Member Front-end Installation, which checks and releases orders for further transmission according to parameters defined by the trading participant;
- the filter has been allocated an approved exchange trader who is responsible for the definition of parameters, the control and monitoring of the filter, and who can prevent the forwarding of orders at any time;
- the trading participant has informed the Board of management of the EEX in writing of the personal user ID of the allocated exchange trader;
- the Order Routing System is used exclusively for the transmission of client orders, and
- in those cases in which third parties who are not admitted to the exchange are able to enter orders using the Order Routing System, the number, operating location and the identity of the user of the input devices connected to the Order Routing System must have been communicated to the Market Surveillance of EEX. This also applies to changes with respect to such input devices. The trading participant must oblige the user to comply with the Exchange Rules and Regulations. Should the user fail to do so, the trading participant shall immediately prevent it from continuing to use the Order Routing System.

3.6. Access via EEX Universal Communicator

Upon submission of a written application and following an approval by the Management Board of EEX, a trading participant shall be entitled to connect GlobalVision Trading Gateway by Trayport via the EEX Communicator if

- GlobalVisionTrading Gateway has been installed in the locations of the trading participant licensed for energy trading,
- the EEX Communicator as well as a MISS have been installed subject to the technical specifications of EEX or in co-ordination with EEX,
- parameters have been assigned by at least one technically qualified person licensed for the trading participant on EEX.

3.7. Connection of the Trayport Global Vision Trading Gateway to the GV Portal

Upon a written request and after approval by the Management Board of EEX, a trading participant is entitled to connect the Global Vision Trading Gateway system by Trayport Ltd. via the GV Portal.

To this end, EEX provides the GV Portal provided to EEX to this end to its trading participants exclusively as an interface between the trading systems on which the EEX products are traded and Trayport GlobalVision by Trayport Ltd. EEX provides the GV Portal in a sufficiently tested condition and maintains and develops it further if required. If the functionality of the GV Portal is no longer ensured on account of the further development of the technical systems Eurex, Xetra, ComXerv or of software by Trayport Ltd., EEX reserves the right to discontinue access to this trading system. The set-up, installation and configuration (such as e.g. product mapping) of the Trayport Global Vision Trading Gateway is carried out by every trading participant on its own and under its own responsibility as well as at its own risk.

4. Technical Requirements

The technical requirements presented in the context of these Implementation Regulations are binding on all trading participants; divergence from such regulations shall require the written consent of EEX. EEX may at any time examine the configurations and Network parameters of the trading participants and require the correction of divergent values. In the event that changes become necessary, the trading participant is required to institute such technical modifications to its Member Front-end Installation that may be laid down by EEX and to effect such changes within any timeframe that may be imposed by EEX. Upon request from EEX, the trading participant is obligated to grant EEX access to the technical infrastructure employed by it for establishing a connection with the EDP system of EEX to facilitate the carrying out of technical inspections by EEX. Such access and/or any right of inspection shall not extend to customer related data.

5. Hardware

5.1. Requirements

EDP equipment which ensures the orderly execution of trading and clearing via the respective system has to be available for the trading participant.

5.2. Allowed Hardware Platforms

EEX shall specify permitted hardware platforms for equipping the member front-end installation connected to the trading and / or clearing system.

5.3. Approval of Hardware Configurations

All hardware configurations planned by a trading participant must be approved by EEX – after submission of the configurations questionnaire provided by EEX and to be filled out by the trading participant – prior to their installation; the same shall also apply with regard to modifications.

5.4. Responsibility for Operation

The operation of the member front-end installation and, if applicable, the Trayport Global Vision Gateway, lie within the sphere of responsibility of the trading participant. By means of the orderly operation of its member front-end or its Global Vision installation, the trading participant shall guarantee that trading and clearing on EEX shall not be compromised either in its process or in its functionality on account of such operation.

6. Software

6.1. EEX Software

EEX shall make available to the trading participants the application software without source code. A trading participant, or any third party contracted by the trading participant, may only use the current version of the application software as made available by EEX and may neither alter nor copy such software without the consent of EEX. The foregoing shall not apply to the production of copies of the application software if such copies are produced solely for data storage purposes. Each trading participant is responsible for the installation of the application software on the components of its Member Front-end Installation.

6.2. Member Operating System Software

EEX shall specify each version of the operating system software valid at the time, including all necessary components, used for operation of the current version of the EEX software on the Member Front-end Installation.

6.3. Registration of Third-Party Software

If trading participants intend to connect Third-Party Software to the programmable interface of the EEX system, these trading participants are required by EEX to assign an electronic identifier to this Third-Party Software before connecting it to the programmable interface, observing the instructions of EEX as to the systematic compositions of such identifier and to have the Third-Party Software as well as the EEX Universal Communicator registered at EEX.

The trading participants shall ensure that the identifier assigned to the Third-Party Software will be sent together with each transmission to the EEX system, when the registered Third-Party Software communicates with the EDP system of EEX via the programmable interface. In case the EEX system is impaired by the Third-Party Software connected to the programmable interface, EEX may prohibit the connection of such software with immediate effect.

6.4. Responsibility for using Third-Party Software

As far as the application software made available by EEX shall include interfaces for front and back office systems the trading participant itself is responsible for the software which uses these interfaces. The trading participant is, in particular, responsible for the software that uses these interfaces and shall ensure a functionality of the software in line with the rules and regulations of the Eurex exchanges.

6.5. EEX Global Vision Screen

Trayport Global Vision Client is provided by EEX.

7. Authorisation level of data transmission equipment

A trading participant may not use for any other purposes the data transmission equipment which serves the purpose of trading and clearing on EEX without the prior written approval of EEX. However, EEX reserves the right to use its data transmission equipment also for trading and clearing on other institutions.

8. Transmission Types for Telecommunication

8.1. Leased Lines with Premium Access und Combined Access

8.1.1. Responsibility for the Leased Lines

EEX shall control the leased lines for the entire physical Network of EEX. Installation and operation of the leased lines for telecommunications which are necessary for the connection between the Member Front-end Installation and EEX shall be carried out by EEX or may be contracted out by EEX.

8.1.2. Range of Leased Lines

EEX shall make available a connection to the location of the trading participant. The precondition for this is that the transmission paths and types of connection supported by EEX are available for a trading participant, and under normal conditions and adequate expense, able to be established and operated while ensuring that the security and quality standards set forth by EEX are attained.

8.1.3. Access to the EEX Network

In the case of Premium Access, Member Front-end Installations must be connected to the Network of EEX by means of at least two leased lines, in the case of Combined Access by means of one leased line. EEX decides to which access point a Member Front-end Installation shall be connected.

8.1.4. System Stability

In order to increase failure safety trading participants can combine several connection alternatives for connection to the EEX Network. In the case of Premium Access, Member Front-end Installations can be connected to the Network of EEX by means of more than two dedicated lines with the object to improve failure safety.

8.1.5. Number of Leased Lines

In deviation from the above regulations, the Board of Management of EEX can set a minimum and maximum number in respect of the leased lines which a trading participant has applied for to have its Member Front-end Installation connected to the EEX system, to the extent that such action is necessary for reasons relating to system performance or for other reasons.

8.2. Member Access via Internet

8.2.1. Responsibility of the Respective Exchange Participant

If a member accesses the system via the internet, the trading participant itself is responsible for the selection of the internet provider as well as for the realisation of the connection to the Network of EEX. EEX does not assume responsibility for the availability and performance of the aforementioned connection alternatives.

This applies accordingly in case of the installation of EEX Global Vision Screen.

8.2.2. Internet-Provider

Trading participants are obliged to choose an internet provider which provides, on the part of the participant, a suitable connection via the internet to the EEX Network.

8.2.3. Connection to the Network of EEX

If the connection to the Network of EEX is made via internet, EEX will decide to which access point such connection shall be made.

9. Network Parameters for the Connection Alternatives

9.1. Realisation of Trading Participation

The software for the Member Front-end Installation made available or supplied by EEX and properly installed by the trading participant contains all necessary connections to effect exchange participation.

9.2. Determination of Network Parameters for Leased Lines or Internet

EEX specifies Network parameters to ensure the security of the Network and to protect the Member Front-end Installation. In particular, EEX ensures that

- a trading participant's computers which are not components of the Member Front-end Installation may only access the trading system of that particular trading participant and do not reach other computers in the network of EEX,
- unauthorised access by a Member Front-end Installation to the computers of EEX is not possible,
- communication between various trading participants by means of the Network of EEX is not possible.

9.3. Compliance with the Network parameters

Upon installation of the Member Front-end systems and Network components, the trading participant shall set the Network parameters specified by EEX for the respective connection alternative.

9.4. Reservation of Network areas

EEX reserves Network areas for its Logical Network. The Network areas selected by EEX must be used for participation in EEX. Within its own Network, each trading participant may use any Network areas that are not reserved for EEX.

9.5. Node numbers and node name

EEX shall assign node numbers and node names for the entire Logical Network. Within the Network of EEX, only the nodes authorised by EEX by assignment of node numbers may communicate with the EDP system of EEX.

Consequently, no computer that has not received a corresponding node number from EEX may be connected by the trading participants in the Network areas reserved by EEX. The transfer of the assigned node number and the related node name to a computer with a function other than that as applied for is not permitted.

10. Emergency Plans

10.1. Responsibility

Each trading participant is responsible for taking appropriate measures for emergency planning and management.

10.2. Back Office

It is optional for the trading participant to establish an inactive emergency computer centre (computer failure centre) and, if necessary, to connect this centre with an inactive line to an access point. The costs incurred by EEX shall in such case be charged to the trading participant.

10.3. Connection of two Locations

If a trading participant works at two or more locations, it may equip any two locations with a connection in order to ensure breakdown protection in the event of a disruption of the connection between one location and an access point.

11. Staff

Each trading participant is obligated to maintain a sufficient number of qualified personnel at all times during the exchange trading and clearing hours and to guarantee the availability by telephone in order to ensure the orderly operation of the components of the EDP system of EEX which are in the control of the exchange participant, particularly, in order to take the necessary measures at the instruction of EEX in the event of a technical disruption. In addition, EEX must be provided with the name of a person to be contacted in the event of a technical disruption or with proof of a service agreement with a third party.

12. Costs

12.1. Hard- and Software

The costs for the purchase, installation and maintenance of all hardware and software used by it shall be borne by the trading participant. The application software referred to in sec. 5 para. 1 shall be made available by EEX at no additional cost.

12.2. Internet

The internet is not considered a component of the Network of the electronic trading system. The trading participant itself is responsible for the selection of the internet provider as well as for the implementation of the connection. Correspondingly, the trading participant's costs arising for the internet shall be borne by the trading participant.

12.3. Costs of EEX

In accordance with the price list of EEX in its respectively valid version, EEX AG shall charge fees for the one-off and running costs for the establishment and operation of the telecommunications network of EEX, in particular, the expenses for the provision of the connection alternative selected by the respective trading participant concerned as per subsection 1.3.

13. Technical disruptions

13.1. Measures

During technical disruptions, the Board of Management of EEX may suspend or restrict access to the EDP system for one, several or all trading participants, regardless of whether such problems appear at EEX or at one, several or all trading participants. The Board of Management of EEX may resume or re-commence trading after an interruption, even if one or several trading participants still do not have access to the EEX system, if in the opinion of the Board of Management of EEX an orderly market continues to exist or is once again possible.

13.2. Information to the Trading Participants / Obligation of the Trading Participants to Co-operate

Trading participants are obligated to inform themselves of technical requirements and changes by means of the media made available by EEX. EEX shall, to the extent possible, inform the trading participants of any technical problems without undue delay. In case of technical problems of the EEX system, trading participants are obligated to grant access to their locations in which Member Front-end Systems are installed to EEX or third parties commissioned by EEX for problem resolution.

13.3. Suspension of Derivatives Trading

In the event of the suspension of trading on the basis of technical problems, EEX shall place the exchange system on "halt status", so that no more inputs can be effected by the trading participants in the system.

The resumption of trading after a trading suspension pursuant to the foregoing regulation shall begin with a new Pre-trading period. Subsequently, trading will proceed in line with the general provisions of the Trading Conditions.

EEX shall inform the trading participants without delay of the reduced time of the trading period.

13.4. Alternative Trading- and Clearing-Forms

In the event that the EEX system is non-functional for a long period of time, the Board of Management of EEX shall declare a technical emergency and shall determine, if necessary, alternative trading methods. Only in case of intentional misconduct or gross negligence shall EEX be liable for damage caused to a trading participant upon using alternative trading methods, particularly, for cases of damage due to an erroneous entry and/or processing of data effected by EEX on behalf of trading participants when using alternative trading methods, provided the damage results from a culpable infringement by EEX of fundamental duties incumbent upon them/it when applying alternative trading methods. In such case, the responsibility of EEX or ECC shall be limited, for ordinary negligence, to the amount of damage typical of such contract with regard to the provision of alternative forms of trading and clearing.

13.5. Information Rights

EEX may require the exchange participants to provide information and submit documents if this is necessary in order to prevent or solve technical problems.

14. Liability

14.1. Force Majeure

EEX shall not be held liable for damage caused by disruption in its services as a result of any force majeure, riot, and events resulting from war or natural disasters, or resulting from other circumstances beyond the control of EEX (e.g. strikes, lock-outs, interruption of transport or orders of domestic or foreign governments).

14.2. General Liability

With regard to cases of damage suffered by a trading participant in connection with its use of trading systems of EEX or the use of the connecting software or interfaces of EEX to its trading systems or the use of EDP devices of EEX, EEX shall be liable only to the extent that intentional misconduct or gross negligence of its bodies or third parties assisting in its performance can be proven, unless the damage resulted from a culpable breach of its principal duties by EEX. In such case, the responsibility of EEX shall be limited, for ordinary negligence, to the amount of damage typically foreseeable when concluding the contract.

In all other cases, EEX shall not be liable for the completeness, availability and recentness of data which, on the basis of the chosen connection alternative – Combined Access, iAccess or browser based access – are transmitted to the trading participants via internet.

Beyond its scope of responsibility there is no liability of EEX on principle. EEX shall only be liable for cases of damage arising from an event originating from the sphere (hardware or third-party software) of a trading participant in as far as evidence of a culpable violation of essential obligations towards the respective trading participant on the part of its bodies or vicarious agents can be furnished.

14.3. Liability with regard to the Trayport Frontend

EEX is not responsible for technical facilities and systems (hard- and software) of Trayport Ltd. unless the trading participant is connected by installing the EEX Global Vision Screen. In this case, liability shall be governed by the provisions contained in subsection 14.2.

EEX does not accept any liability for cases of damage sustained by a trading participant as a result of technical problems or as a result of a partial or full non-usability of Trayport Global Vision or of the EDP devices used by it or in the event of interruptions of data transfer.

Every trading participant carries out the set-up, installation and configuration (such as e.g. product mapping) of the Trayport Global Vision Trading Gateway on its own and under its own responsibility as well as at its own risk.

If an EEX employee makes configuration settings on the participant's front-end or on the components connected with it at the express wish of the trading participant, any liability on the part of EEX shall be excluded. The trading participant shall, in particular, test the configuration settings sufficiently prior to commissioning. In the event of physical injury,

this shall only apply in as far as evidence of premeditation or gross negligence on the part of its bodies or vicarious agents is furnished unless such damage results from a culpable violation of essential obligations on the part of EEX.

14.4. Liability with regard to the EEX Universal Communicator

Except for the installation of the EEX Global Vision Screen, responsibility for the EEX Universal Communicator exclusively rests with the trading participant, on principle. EEX exclusively provides the EEX Universal Communicator to its trading participants as an interface between the trading systems on which the EEX products are traded and Trayport GlobalVision by Trayport Ltd. EEX provides the EEX Universal Communicator to its trading participants as an interface between the trading system and Trayport GlobalVision by Trayport Ltd in a sufficiently tested form and maintains and further develops it if required. If the functionality of the EEX Universal Communicator is no longer ensured on account of the further development of the technical systems of the trading system or GlobalVision, EEX reserves the right to discontinue access to the trading system via the EEX Universal Communicator. Every trading participant carries out the installation and configuration of the EEX Universal Communicator on its own, on its own responsibility and at its own risk. If EEX assumes a supporting and advising function in this respect, the general provision regarding liability in subsection 14.3 shall apply.

If an employee of EEX implements configuration settings on the participant's front-end or on components connected with it at the express wish of the trading participants concerned, any liability on the part of EEX shall be excluded. The trading participant shall, in particular, test the configuration settings sufficiently before commissioning. In the event of physical injury this shall only apply in as far as evidence of intent or gross negligence of its bodies or vicarious agents can be furnished unless the damage results from a culpable breach of principal duties by EEX.

If the EEX Universal Communicator is used for other purposes than those outlined in subsection 4 paragraph 1 sentence 1, EEX does not accept any liability with regard to this.

14.5. Third Party Commission

EEX may in full or in part delegate the performance of the obligations assigned to it to third parties when it deems such delegation justified, taking into account the purposes of these Implementation Regulations. Should EEX so delegate its duties, its liability shall be limited to the careful selection and instruction of the third parties retained by it. EEX, however, shall at the request of the trading participant, transfer to such trading participant any existing claims against third parties retained by EEX.

14.6. Data and Information of Third Parties

EEX shall not be liable for the accuracy, completeness, availability and up-to-date nature of the prices of underlying and other data it obtains from third parties.