

**› eex group**

Primary Auction  
Transaction Reporting  
Agreement

Effective as of  
22.09.2023  
Leipzig

Ref. 0001A

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## 1. General Information

Pursuant to Article 36 paragraph 1 of Commission Regulation (EU) No. 1031/2010 (“Auction Regulation”) in its currently valid version.

*“The auction platform shall report to the competent national authority designated pursuant to Article 67(1) of Directive 2014/65/EU the complete and accurate details of every transaction executed on the auction platform that results in the transfer of emission allowances to the successful bidders.”*

European Energy Exchange AG (“EEX AG”) requires trading participants to contribute to their own reporting requirements as set forth by the exchange rules, affiliated proceedings and this Primary Auction Transaction Reporting Agreement (“Agreement”).

This Agreement covers only transactions in EU emission allowances (EUA and EUAA) concluded at European Energy Exchange (“EEX”) via primary auctions pursuant to the Auction Regulation in its respective valid version.

This Agreement comprises a subscription form (2.) as well as general terms and conditions. The subscription or termination form shall be submitted to conclude or terminate this Agreement with EEX AG.

### **European Energy Exchange AG**

Reporting Services

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## 2. Subscription Form

### 2.1 Reporting Participant and Contact Details

Reporting Participant	
Company Name & Form	Legal Entity Identifier (LEI) <sup>1</sup>

Contact Person	
Name/Department	Street/POB
Postcode & City	Country
Email Address	Telephone

#### Regulatory Status:

- Investment Firm<sup>2</sup>
- Non-Investment Firm

<sup>1</sup> For further information regarding the issuance of LEIs, please consult the web page of the Regulatory Oversight Committee (ROC) of the Global Legal Entity Identifier System (GLEIS) [www.leiroc.org](http://www.leiroc.org).

<sup>2</sup> Investment Firm definition according to Article 4 (1) of Directive 2014/65/EU.

## 2.2 Conclusion of this Agreement

With this subscription form, the Reporting Participant requests the conclusion of this Agreement with EEX AG pursuant to the provisions stipulated below. This Agreement shall be concluded on the date the Reporting Participant receives the notification of acceptance by EEX AG. EEX AG will accept the request and provide the notification of acceptance without undue delay, provided that this subscription form has been completed, duly signed, and transmitted to EEX AG and the Reporting Participant fulfils the requirements pursuant to this Agreement.

## 2.3 Fees

Under this Agreement, the reporting of transactions in EU emission allowances concluded at EEX by the Reporting Participant via primary auctions pursuant to the Auction Regulation and the Rules and Regulations of EEX in their respective valid versions is free of charge.

The undersigned assures that the contact person named in connection with this Agreement has been fully informed about the transfer of his or her personal data and that the undersigned has brought to the contact person's attention the DATA PROTECTION DECLARATION of EEX AG which can be found on the website of EEX AG.

The Reporting Participant confirms having read, understood, and accepted that if any information in this document changes, the Reporting Participant is obliged to inform EEX about any changes immediately. The Reporting Participant acknowledges that EEX assumes no responsibility at no time for the accuracy of the provided information.

We herewith request the conclusion of the Primary Auction Transaction Reporting Agreement and accept the Terms and Conditions (Section 3 below). This Agreement replaces – as of its entry into force- all prior Agreements (if any) relating to the reporting of transactions in EU emission allowances (EUA and EUAA) concluded at EEX in primary auctions.	
Place	Company Stamp and Legally Binding Signature(s)
Date	Name(s) in Block Letters

## 3. Terms and Conditions

### 3.1 Conclusion and Entry into Force of the Agreement

Necessary prerequisite for the conclusion of the Primary Auction Transaction Reporting Agreement is that the Reporting Participant is admitted for primary auctions at EEX or that such admission is pending according to the Rules and Regulations of EEX.

The reporting of transactions in EU emission allowances concluded at EEX by the Reporting Participant via primary auctions pursuant to the Auction Regulation and the Rules and Regulations of EEX by EEX AG ("Reporting") shall commence on the date specified in the notification of acceptance. EEX AG is not obliged to start the Reporting before said date, if not otherwise required by law. Once the Agreement has been concluded, EEX AG shall conduct the Reporting pursuant to the present Terms and Conditions.

### 3.2 Term of the Agreement

The Agreement is concluded for an indefinite term. The Agreement may be terminated by each party with fourteen (14) calendar days' prior written notice. A termination by the Reporting Participant will only be effective if the relevant Termination Form is used, duly signed and the original document sent to EEX AG. Please be aware, that the termination of this Agreement by the Reporting Participant may lead to Reporting Participant losing its right to participate in primary auctions in EU Emission allowances at EEX.

In case a Reporting Participant that fulfilled Section 3.1 when this Agreement was concluded ceases to be admitted for trading emission allowances in primary auctions at EEX, this Agreement shall be terminated automatically and without prior notice with immediate effect on the date the trading admission was terminated.

Notwithstanding the foregoing, EEX AG reserves the right to terminate or suspend the Reporting under this Agreement entirely or partly with immediate effect, and without prior notice, if

- any warranty granted by the Reporting Participant pursuant to this Agreement ceases to be true, or
- if the Reporting Participant is in material breach of any obligation under this Agreement or any other agreement between the Reporting Participant and EEX AG.

### 3.3 Provision and Verification of Information / Responsibility for Unrequested Information

The Reporting Participant shall provide EEX AG with all information as specified by EEX AG to ensure a complete, accurate and timely Reporting in accordance with the Auction Regulation, the respective applicable national implementing legislation of the Auction Regulation, MiFID II/MiFIR, applicable delegated acts of the European Commission and the procedures, standards and electronic formats issued by ESMA in their respective valid version. The Reporting Participant shall keep EEX AG informed about all changes to the information provided to EEX or EEX AG. EEX AG shall not be held responsible for any information directly sent by the Reporting Participant to a competent authority or

for any other data not stipulated in the Commission Delegated Regulation (EU) 2017/1093 Annex I, Table 2 or Commission Delegated Regulation (EU) 2017/590 Annex I, Table 3, respectively.

EEX AG may use the relevant data it has received from EEX's electronic trading systems, it has received from ECC AG from its clearing system or that has been provided by the Reporting Participant without further investigation.

### **3.4 Responsibilities and Technical Details**

EEX AG reserves the right to utilize any of the available connectivity channels and file formats specified by the competent authorities. All reports are conditional on the data that is required to enable EEX AG to make such reports in a timely manner. In case it becomes apparent to EEX AG that the data required to make such reports is incorrect, incomplete, invalid or not compliant with the regulatory requirements, EEX AG may choose not to generate or submit a reporting file. EEX AG will notify the respective Reporting Participant if such incident occurs.

The obligation for reporting according to Article 36 of the Auction Regulation and the regulatory responsibility for the correctness of the content, completeness, validity, and compliance with the regulatory requirements of such reporting remains with EEX AG.

The liability for complete, accurate and timely provision of information that is required by EEX AG for the Reporting remains with the Reporting Participant.

### **3.5 Reporting Details**

Reporting under this Agreement covers reporting of transactions in EU emission allowances concluded at EEX by the Reporting Participant via primary auctions pursuant to the Auction Regulation and the Rules and Regulations of EEX.

### **3.6 Subcontractors**

EEX AG may subcontract third parties for the performance of Reporting or any part thereof, provided that EEX AG remains responsible for the performance of this Agreement.

### **3.7 Amendment to the Agreement and Change of Services**

Any amendment to this Agreement by EEX AG shall be electronically announced to the Reporting Participant at least ten (10) working days before such amendment becomes effective. The amendment shall be considered accepted by the Reporting Participant unless the Reporting Participant objects in writing to EEX AG before the intended effective date of the amendment. In the event of a valid objection against an amendment of the Agreement, EEX AG reserves the right to terminate this Agreement with the termination becoming effective the date the amendment would have become effective.

### **3.8 Confidentiality**

Information transmitted in the framework of this Agreement shall be considered confidential. EEX AG and the Reporting Participant shall exercise at least the same degree of care as they use with regard to their own confidential information, but in no event less than a reasonable degree of care in protecting the other party's confidential information.

### 3.9 Liability

EEX AG shall only be liable if a damage to the Reporting Participant has been caused by EEX AG intentionally or by gross negligence or in cases of personal injury or death of a person resulting from the negligence of EEX AG.

EEX AG shall not be liable to the Reporting Participant for any of the following:

- actions taken or any failure that has arisen from or has been caused by force majeure events;
- consequences of incorrect, incomplete, invalid data or data not compliant with the regulatory requirements provided to EEX AG by the Reporting Participant;
- any communication and information sent by a Reporting Participant to another service provider such as Deutsche Börse AG, non-performance of the services if caused by any technical error or any malfunction or disruption of, or error in the transmission of information that is outside the technical control of EEX;
- any acts or omissions in relation to instructions from a Reporting Participant in relation to this Agreement after termination of this Agreement.

### 3.10 Representations and Warranties of the Reporting Participant

The Reporting Participant hereby represents and warrants on a continuing basis to EEX AG that:

- it will promptly inform EEX AG of any changes to the confirmations and declarations, which have been given to EEX AG in the Agreement or any other means of communication. This shall also apply in case of a potential insolvency of the Reporting Participant;
- it waives any confidentiality obligations of EEX, EEX AG and ECC AG, as the case may be, in relation to the reported data to the extent required for the Reporting by EEX AG;
- the Reporting will not infringe any other confidentiality or other obligations or rights of third parties;
- it has full capacity, capability and all authorizations, consents and approvals of all competent authorities necessary to enter into and perform its obligations under this Agreement;
- there are no actions, suits or proceedings or regulatory investigations pending or, to the Reporting Participant's knowledge, threatened against or affecting the Reporting Participant before any court or administrative body or arbitration tribunal that might affect the ability of the Reporting Participant to meet and carry out its obligations under this Agreement.

### 3.11 Applicable Law

The Agreement shall be subject to, construed in accordance with and governed by the laws of Germany excluding the German laws on conflict of laws. The exclusive jurisdiction for all conflicts arising in connection with the Agreement shall be Leipzig.

### 3.12 Miscellaneous

If any of the provisions of this Agreement shall become or be held invalid or unenforceable, all other provisions hereof shall remain in full force and effect. The invalid or unenforceable provision shall be deemed to be automatically amended and replaced by a valid or enforceable provision which economically accomplishes as far as possible the purpose and the intent of the invalid or unenforceable provision. The same shall apply with regard to any unintentional loopholes in the regulations.



Except as may be expressly provided therein, the governing documents and any other relevant agreement between EEX AG and a Reporting Participant are solely for the benefit of EEX AG and the relevant Reporting Participant. No other party shall have or be entitled to assert any rights, claim or remedies against EEX AG. The Reporting Participant may not assign, resell and sublicense any of its rights, duties or obligations without EEX AG's prior consent.

No waiver by EEX AG of any breach by the Reporting Participant of any term, condition or obligation hereunder shall be effective unless made in writing executed by EEX AG and no such waiver shall be deemed a waiver of the same or similar breach thereafter.