

Terms and Conditions ECT

§ 1 Definitions

The following definitions shall apply to these Terms and Conditions:

Buyer	The Buyer is a company in the energy industry with which solely the Customer has a contractual relationship. There is no contractual relationship between RWEST and the Buyer.
Third Party System	An IT system of the Customer, designed to enable the Buyer to indirectly use the Trading Tool.
Customer	The Customer is a company in the energy industry with which RWEST has concluded an individual Customer contract. An individual Customer contract is based either on an EFET template or on another standard contract used by RWEST.
User	The User is either a trader or a technical User who is either an employee of the Customer or a Buyer and who only enters into transactions in the name and on account of the Customer. The User ID indicates who the trader is working for.
RWEST	RWE Supply and Trading GmbH.
Transaction	Purchase or sale made through the Trading Tool in the name and for the account of the Customer. Each transaction is an individual contract under an existing individual Customer contract.
Trading Tool	Website live.ect.energy operated by RWEST for the purpose of processing transactions for the purchase and/or sale of products traded by RWEST.
Contract Partners	Customer and RWEST.
Confidential Information	All financial, technical, economic, legal or other information (including content and data) relating to the Trading Tool or in connection with the use of the Trading Tool and which is made available to the Customer and the Users within the framework of the use of the Trading Tool or which comes to their knowledge in any other way.

§ 2 Scope of Application of the Terms and Conditions

- (1) These Terms and Conditions govern the use of the Trading Tool and the services offered by RWEST by the respective User. The Terms and Conditions shall also apply to all updates to the Trading Tool provided by RWEST that replace or supplement the original Trading Tool. These Terms and Conditions also

include the obligations of the Customer and the User in connection with the use of the Trading Tool. RWEST is solely responsible for the Trading Tool and its contents.

- (2) In individual cases, these Terms and Conditions may be supplemented, modified or replaced by further conditions. These Terms and Conditions may be modified unilaterally by RWEST at any time. In such a case, the User will be informed accordingly and in good time.
- (3) The prerequisite for the use of the Services by RWEST and the use of the Trading Tool is (a) the existence of a valid individual customer agreement between the Customer and RWEST and (b) the consent of each User to these Terms and Conditions.
- (4) The Customer is obliged to ensure compliance with these Terms and Conditions by all Users. For this purpose, the Customer shall have these Terms and Conditions signed by the respective User or shall ensure that the Buyer ensures that his Users sign them. The Customer also draws the attention of all Users to the fact that every User is obliged to accept the Terms and Conditions when logging in for the first time.
- (5) By accepting these terms of use, each User assures that he/she has the appropriate authorizations and professional qualifications to use the Trading Tool.
- (6) All claims to which the User and/or the Customer are entitled in relation to the Trading Tool shall be asserted exclusively by the Customer against RWEST.

§ 3 Scope of application of the Trading Tool, conclusion of transactions

- (1) The following conditions apply to all transactions concluded or registered via the Trading Tool. The scope of the products tradable by the Trading Tool for the User shall be governed exclusively by the existing, individual customer agreement between RWEST and the Customer. In its contractual agreements with the Buyer, the Customer shall ensure that the Buyer's product portfolio corresponds to the products which are also tradable by the Customer's Users.
- (2) The User is exclusively entitled to conclude transactions in the name and on account of the Customer. The Customer shall be directly liable for the performance of all transactions concluded under these Terms of Use. If the User acts under a third party's name on behalf of a third party (e.g. the Buyer), RWEST shall not recognize the third party as a contracting party and shall regard the corresponding transaction(s) as invalid

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- (3) The submission of a purchase or sale offer by the User constitutes a legally binding offer to RWEST to conclude a transaction in the name and on the account of the Customer. If RWEST accepts the offer, a confirmation shall be sent to the User, which shall be immediately visible in the Trading Tool. Such a confirmation shall constitute RWEST's acceptance of the User's offer
- (4) RWEST is not obliged to check the suitability of a particular transaction for the Customer and/or to monitor the development of a particular transaction and to inform the Customer/User of the status accordingly
- (5) If, through the Trading Tool, the User expresses interest in the purchase and/or sale of a tradable product which is not provided for in the Trading Tool to this extent, RWEST shall be free to provide the User with a non-binding price range at which a purchase and/or sale bid for the tradable product can be executed (*invitatio ad offerendum*). If the User agrees with the price range stated, a legally binding purchase or sale bid of the User is submitted in the name and for the account of the Customer with the transmission of this declaration of consent. If RWEST accepts the corresponding bid, the User shall be sent a confirmation showing, among other things, the actual price at which the User's bid to buy or sell was exercised. This confirmation constitutes an acceptance of the User's offer by RWEST.
- (6) RWEST shall have the right to verify the plausibility of the offers submitted to it with regard to quantities, prices, delivery periods or any other criteria. Should RWEST see indications that the offers sent to it are objectionable in this respect, RWEST shall contact the Customer immediately. The Customer shall immediately clarify the matter with the respective User. The Customer shall be obliged to provide RWEST with all information necessary to clarify the facts of the issue. If RWEST's complaints cannot be successfully resolved, RWEST shall not be obliged to consider the corresponding offer.
- (7) An offer by the User shall only be valid if the offer has been made between RWEST and the Customer taking into account all provisions of these Terms and Conditions as well as the provisions of the individual customer agreement. If the User's offer does not meet these requirements, RWEST shall be free to reject such offer. This shall also apply to such offers that violate any transaction limits of the Customer. If an offer is rejected, the User will immediately be notified accordingly in the Trading Tool.
- (8) The prices displayed in the Trading Tool take into account a variety of factors, such as the level of the corresponding market prices or the Customer-specific credit risk factors calculated by RWEST.
- (9) The remaining transaction terms and/or legal consequences of a transaction shall be governed by the underlying individual customer agreement between RWEST and the Customer on whose behalf the User is acting.
- (10) Content, information and data made available via the Trading Tool shall not be interpreted as advice from RWEST regarding a transaction. Statements about trends reflect RWEST's non-binding assessment only. The contents, information and data provided do not take into account the trading strategy and/or the financial situation of the Customer. The information and data provided via the Trading Tool do not constitute a recommendation to buy or sell any product offered by RWEST.

§ 4 Rights of use, protection of intellectual property

- (1) RWEST grants the Customer the non-exclusive right, which may not be transferred to third parties, to permit Users to access the Trading Tool and to use the information and data provided. Access and use can only be permitted to the Users to the extent agreed with the Customer or, if nothing has been agreed, to the extent of the purpose pursued with the provision of the Trading Tool and the contents, information and data contained therein. The use of the Trading Tool is exclusively permitted for the entrepreneurial purposes of the Customer or the Buyer.
- (2) The User is free to view the contents, information and data contained in the Trading Tool on a web browser. However, without the prior written consent of RWEST, the User may not reproduce, modify, link, make available to a third party, publicly perform, distribute or transmit any content, information and data contained in the Trading Tool in any form or by any means whatsoever, unless this is necessary for the use of a Third Party System. In this case, the Customer is obliged to ensure that the Buyer refrains from reproducing, modifying, linking, making available to a third party, publicly presenting, distributing or transferring the corresponding contents, information and data in any form or in any way.
- (3) The contents of the Trading Tool are protected by copyright. All rights to protect intellectual property (e.g. copyrights and/or trademark rights) in the

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contents of the Trading Tool shall remain with RWEST or its licensors. By registering with the Trading Tool, the User does not acquire any rights or licenses to the contents of the Trading Tool. The reproduction of information or data, in particular the use of texts, parts of texts or images, requires the prior written consent of RWEST.

§ 5 Contents and use of the Trading Tool, contact persons within the scope of use

- (1) The use of the Trading Tool is at your own risk. RWEST shall endeavour to ensure that the contents, information and data contained in the Trading Tool are always up-to-date and accurate.
- (2) The use of the Trading Tool must be in accordance with applicable law. A deviating use of the Trading Tool is not permitted. RWEST expressly reserves the right to take all legal steps in the event of misuse of the Trading Tool.
- (3) The User may not use the Trading Tool: (i) in such a way as to interrupt, damage or otherwise impair the Trading Tool or access to it, or (ii) for fraudulent purposes.
- (4) The User is obliged to ensure that comments entered in the Trading Tool do not violate applicable law, in particular the Securities Trading Act or other confidentiality provisions.
- (5) The User bears all costs in connection with the electronic access to the Trading Tool.
- (6) The Customer is obliged to provide the corresponding hardware and software and the associated licenses (system environment), installations and maintenance of the same for the use of the Trading Tool. The complete system environment required for the use of the Trading Tool must be procured, installed and appropriately updated by the Customer. The technical information on the system environment can be found in the manual of the Trading Tool.
- (7) Before using the Trading Tool, the Customer is obliged to set up appropriate security measures as well as precautions to avoid malware. When using this Trading Tool, no User may transmit content with malware, so-called malware or other malware that can damage the Trading Tool. RWEST may block access to this Trading Tool at any time without notice in suspicious cases, in particular if the User violates his obligations under these Terms of Use. The User shall be notified of this without delay.
- (8) If the User is inactive for a certain period of time, RWEST reserves the right to automatically log the User out for security reasons. 15 minutes before the automatic logout, the User will be shown the remaining time period in the Trading Tool. The User is free to extend the session he has started within the remaining 15 minutes in order to prevent a logout. The extension of a session is only possible to a limited extent. The User is not entitled to an extension.
- (9) RWEST reserves the right to make changes or additions to the information or data provided without prior notice.
- (10) Neither the User nor the Customer shall have any claim against RWEST for maintenance of the Trading Tool from a technical point of view or for support services in connection with the Trading Tool.
- (11) Questions relating to the use of the Trading Tool should be addressed to RWE Supply and Trading GmbH, Altenessener Straße 27, 45141 Essen, Germany,
Tel.0201 - 5179 3301, e-mail admin@ect.energy.

§ 6 Account and Password Data

- (1) Access to the Trading Tool is password protected. RWEST shall assign and transmit to the Customer an individual password for each User. The password shall be changed by the User after the first log-in. The password selected by the User must consist of at least 8 characters, upper and lower case letters and at least one number or special character. The User is also obliged to change his password at regular intervals. The new password must not be the same as the User's last 12 passwords. In order to limit the administrative effort to a reasonable level, the User may change his password no more than once a day.
- (2) The User is responsible for ensuring the confidentiality of the account and password. The password must be kept secret and secure by the User and may not be passed on to a third party. The Customer is obliged to inform RWEST immediately if there are grounds for concern that a third party has gained knowledge of the password or that the password is being used in an unauthorized manner or that this is probable.
- (3) The Customer agrees, to the extent permitted by applicable law, to be responsible and liable for all activities carried out through the account(s) or

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- password(s) of the User(s) acting on behalf of the Customer. Furthermore, the Customer is obliged to inform RWEST of any relevant changes to the User, such as the User's resignation and/or termination.
- (4) For security reasons, RWEST may block the User's access to the Trading Tool if a password has been entered incorrectly several times. The password can be reset by RWEST after the User's access has been blocked. RWEST is not subject to any time limit and cannot be held liable for delays caused by time.
- (5) The User undertakes vis-à-vis RWEST to comply with any agreements concluded by him with third party providers if these are applied when using the Trading Tool. In order to meet RWEST's high security standards with regard to access to the Trading Tool, the User is obliged to procure a security token for identification and authentication of the User by a second factor service provider selected by RWEST. The aforementioned obligation does not apply to technical Users who engage in automated or algorithmic trading. The User is obliged to install the necessary software and/or application on a suitable device. If there are indications that third parties have gained access to the User's account with the third party provider, e.g. through the loss/theft of the User's smartphone, the User is obliged to apply for the immediate deactivation of the account with RWEST. Deactivation of the ECT account can only be made by telephone under the telephone number 0201 - 5179 - 3300.
- (6) RWEST may, in its sole discretion, withhold Trading Tool services, close member accounts, or remove or modify content if the User breaches any applicable law, these Terms and Conditions or any other applicable terms or policies.
- (2) To the extent permitted by law, RWEST assumes neither warranty nor liability for the absence of malware and/or faultless transmission of the Trading Tool and the content, information, services, functions, services made available in the Trading Tool.
- (3) The User's shall have the right to use the Trading Tool only within the scope of the current status. RWEST shall temporarily restrict its services, if this is necessary with regard to capacity limits, the security or integrity of the servers or for the implementation of technical measures and if this serves the proper or improved provision of the services (maintenance work). In such cases, RWEST shall endeavor to take into account the legitimate interests of the Users, e.g. by providing advance information. In such a case, RWEST shall not be liable for damages resulting from the partial or total unavailability of the Trading Tool, to the extent permitted by applicable law.
- (4) If an unforeseen system failure impedes the use of the Trading Tool and the services offered thereon, RWEST shall attempt to inform the Customer promptly in an appropriate form. Offers that end during such maintenance work shall not be extended. In such a case, RWEST shall not be liable for the partial or complete unavailability of the Trading Tool, to the extent permitted by applicable law.
- (5) In all other respects, RWEST shall be liable for any culpable breach of material obligations under these Terms of Use, but in the event of slight negligence only up to the amount of the typical damage foreseeable at the time of confirmation of these Terms and Conditions. Essential obligations stated in these Terms and Conditions are those whose fulfillment characterizes the Terms and Conditions and on which the other party may rely. RWEST shall only be liable for the violation of non-essential contractual obligations in the event of intent or gross negligence.

§ 7 Liability

- (1) RWEST shall always endeavour to ensure that the Trading Tool is available without interruption and that transmissions are error-free. Due to the nature of the Internet, however, this cannot be guaranteed. Access to the Trading Tool may also be occasionally interrupted or restricted in order to enable repairs, maintenance or the introduction of new facilities or services. RWEST will attempt to limit the frequency and duration of any such temporary interruption or limitation. RWEST shall not be liable for any damages resulting from changes in market prices resulting from the partial or total unavailability of the Trading Tool, to the extent permitted by applicable law.
- (6) The provisions of the Product Liability Act shall remain unaffected.
- (7) Insofar as liability is excluded or limited as above, this shall also apply with respect to the personal liability of the employees, staff and organs of RWEST as well as of the vicarious agents of RWEST including the respective employees, staff and organs.
- (8) Neither the provisions of these Terms and Conditions addressed to the User itself nor any breach thereof shall give rise to any claims by RWEST against the User. The Customer shall be responsible for the User's compliance with all provisions of these Terms and Conditions. This shall also apply to Users of the Buyer.

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In case of violation by the User, only the Customer is liable according to the legal regulations. Claims of RWEST against the User are excluded.

- (9) RWEST shall not be liable for actions and/or services of third parties that are neither legal representatives nor vicarious agents of the User or of RWEST.

§ 8 Third Party Rights

- (1) In the event that third parties claim that the Trading Tool or the possession or use of the Trading Tool violates their rights, RWEST shall be exclusively responsible for the investigation, defense, settlement and settlement of the third party claims.
- (2) The Customer shall to the best of its ability provide RWEST with all reasonable cooperation and support typically required for the investigation, defense, settlement and settlement of third party claims.

§ 9 Notifications

- (1) RWEST will send notifications to the email address provided by the Customer. The Customer shall be responsible for ensuring that its information to RWEST is accurate and complete and that RWEST is notified of any changes to the information provided by the Customer and/or User. This shall also apply in particular to a change of User.
- (2) The Customer shall ensure that communications from RWEST which relate to the Buyer's Users are transmitted to the Customer without delay

§ 10 Confidentiality

- (1) The Customer shall ensure that all Users undertake to treat all Confidential Information of any kind whatsoever obtained via the Trading Tool as strictly confidential.
- (2) The Confidential Information may only be used for the purpose for which it was made available to the User by RWEST.
- (3) The disclosure of Confidential Information or parts thereof to third parties requires the prior written consent of RWEST. The Confidential Information may only be disclosed to the Customer's employees and professional advisors, such as attorneys-at-law, patent attorneys, auditors, etc., without written consent and only to the extent necessary. The Customer shall be obliged to inform RWEST of any disclosure of Confidential Information to professional advisors, stating both the documents and the advisor. The

Customer shall impose the obligations contained in these Terms and Conditions on the professional advisors, insofar as they are not already obliged to maintain confidentiality on the basis of provisions of professional law, employment or service contracts.

- (4) The obligation to maintain confidentiality shall not apply to information,
 - (a) which is generally known or accessible at the time of disclosure through no fault of the User;
 - (b) which the User is already aware of from his own work at the time of disclosure;
 - (c) which has been made available to the User by third parties as not confidential in a justified manner;
 - (d) which is to be disclosed by the User according to existing legal regulations or due to legally binding official or court orders. In this case, the User shall inform RWEST immediately and prior to disclosure of the Confidential Information and coordinate further action.
- (5) If the Customer invokes one of the aforementioned exceptional circumstances, he is obliged to provide evidence for its existence. RWEST must be informed in writing before the information is published or passed on to third parties with reference to one of the exceptional circumstances.
- (6) The User undertakes to protect all Confidential Information against unauthorized access by means of appropriate security measures.

§ 11 Choice of law, place of jurisdiction, severability clause

- (1) The law of the Federal Republic of Germany applies exclusively.
- (2) The exclusive place of jurisdiction for all legal disputes in connection with these Terms and Conditions shall be Essen, unless mandatory statutory provisions stipulate a different place of jurisdiction.
- (3) Should any provision of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a legally permissible provision that comes as close as possible to the meaning and purpose of the invalid provision. The same shall apply in the event of unintentional incompleteness of the Terms and Conditions.

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- (4) Should the provisions of the individual Customer contract on which the contract is already based conflict with these Terms and Conditions, these Terms and Conditions shall prevail in their current form. The provisions of the individual Customer contract on which they are already based shall remain unaffected in other respects.

Please note that this a non-binding translation of the terms and conditions for the Trading Tool as set out in German (Nutzungsbedingungen). In case of conflict between this translation and the terms and conditions as set out in German, the German version of the terms and conditions shall prevail.