part of eex group

›epex**spot**

FAQ
Rules and Regulations
of EPEX SPOT

19.12.2018
Paris

›epex**spot**

Table of Contents

Rules and Regulations governance

Data governance

Market supervision
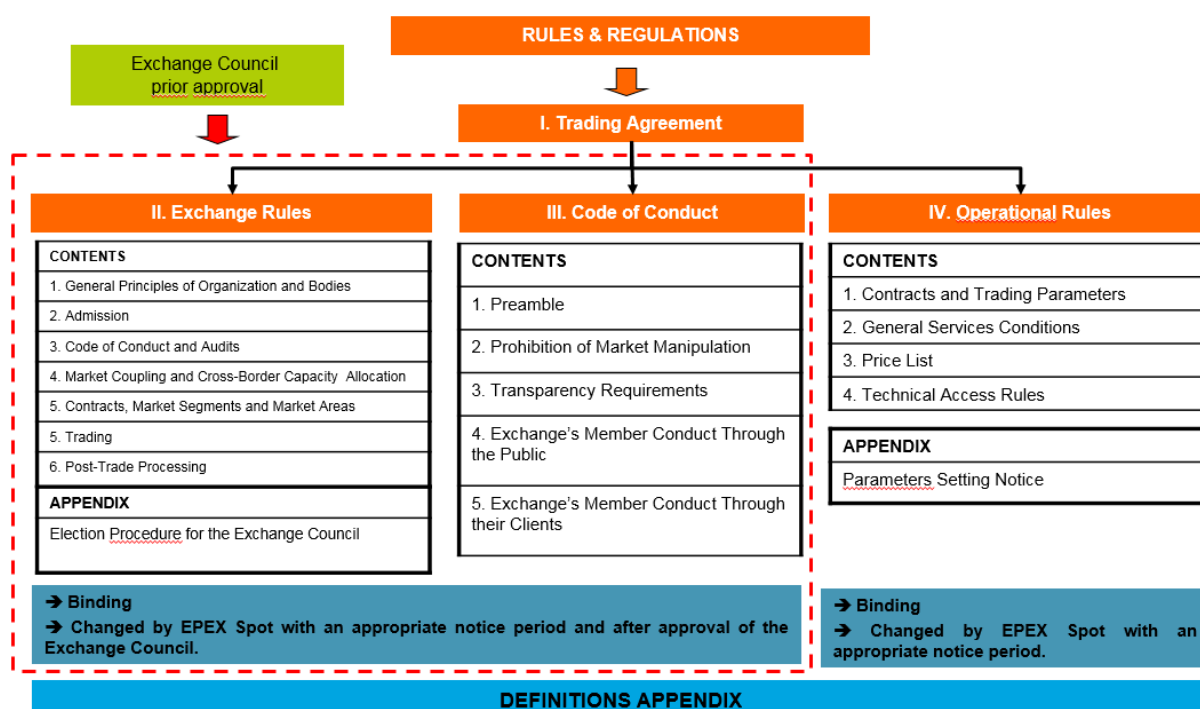
Contacting EPEX SPOT

WHAT IS THIS DOCUMENT ABOUT?

We list here the frequently asked questions about topical legal issues related to Rules and Regulations of EPEX SPOT SE. We answer to these questions in a simple and concise manner.

This document is for information purpose only. Therefore, its content is not binding and does not constitute a legal advice. You are kindly invited to refer to Applicable Law the Rules or a legal advice should you seek any confirmation.

1. What are the Rules and Regulations?

The Rules and Regulation (*Règles de Marché*) organize the relationship between EPEX SPOT SE, you and other Market participants. They are not negotiable: the exact same documents and rules apply to all market participants.

As described below, the Rules and Regulations consist of four (4) main documents: (i) Trading Agreement, (ii) Exchange Rules, (iii) Code of Conduct and (iv) Operational Rules.

Please note that this legal framework is completed by any applicable law, regulation or decision of Regulatory Authorities, in force or to be enacted in the future, which may all apply to you and to EPEX SPOT.

---

2. Is there any hierarchy between the Rules and Regulations documents?

According to Article 2 of the Trading Agreement, in case of inconsistency, the Exchange Rules, the Operational Rules and the Code of Conduct shall prevail on the Trading Agreement, except for the provisions on the applicable law, jurisdiction and dispute resolution.

3. What is governed by the Rules and Regulations?

The Rules and Regulation govern:

- Matching of orders for purchase and/or sale on EPEX SPOT, leading to the delivery of electricity,
- Transactions of other products such as capacity products.

4. What is not governed by the Rules and Regulations?

The clearing rules applicable to the exchange are not covered by the Rules and Regulations but by the Clearing Rules of ECC, which is the central counterparty of our group. You can find them here: www.ecc.de/ecc-en/about-ecc/rules.

5. What is the law applicable to your relationship with EPEX SPOT?

Your relationship with EPEX SPOT, as market participant, is entirely organized by the Rules and Regulations and governed by French law.

6. Can you object to a modification to the Rules and Regulation?

EPEX SPOT may modify the Rules and Regulation at any time. This flexibility is needed in order to launch new services, add products to our portfolio and adapt to regulatory requirements.

Nevertheless, the members of the Exchange Council has to approve the modifications proposed to the Exchange Rules and/or the Code of Conduct.

7. How can you express your opinion? The Exchange Council

As member of the exchange, you as well as all other market participants, can candidate to be elected as member of the Exchange Council and express your opinion concerning fundamental market design and regulation topics, notably:

- changes to the Rules and Regulations;

- introduction of new trading systems, contracts and products;

- the extension of the operation to new countries;

- mandate for the negotiation of market coupling contracts;

- requested reports.

8. How does EPEX SPOT manage personal data?

EPEX SPOT receives and/or collect Personal Data from/of traders, employees or any other of your representative (the "**Data Subject**"):

- **i**n the framework of the admission process;

- and/or in order to perform the Rules and Regulations.

This includes among others their contact details (name, email and postal address, phone number) and connection details ("**Personal Data**").

When the Personal Data is collected directly by EPEX SPOT, any detail related to the processing of such Personal Data, including the rights of Data Subjects, is available in EPEX SPOT Data Privacy Policy.

When the Personal Data is collected indirectly via you, you warrant that the collection and processing of Personal Data, including the transfer itself to EPEX SPOT, will continue to be carried out in accordance with all applicable Data Privacy Regulation. EPEX SPOT can thus freely process Personal Data.

9. You would like to access or use EPEX SPOT market data?

As a market participant, you already have access to specific EPEX SPOT Market Data, for internal usage. For any other usage of EPEX SPOT market data, or if you are not a market participant, please contact*:* marketdata.sales@epexspot.com.

Please be reminded that data available on our website are for information purpose only.

10. To whom do orders and transactions belong?

The orders that you submit on EPEX SPOT belong to you and by entering into the Trading Agreement, you expressly grant to EPEX SPOT a right of usage on said orders. All other trading data (order books, transactions, etc.) belong to EPEX SPOT.

11. How are your confidential information protected?

We undertake to protect the confidentiality of your information. In this regards, your confidential information may be used by us or by our partner and service providers (e.g. ECC for the clearing, TSO for the nomination) only for the purpose of performing our obligations under the Rules and Regulations. In case of termination of your membership at EPEX SPOT, our confidentiality obligations continue to apply for a period of at least five (5) years.

12. What can you do with orders and transactions?

You have the right to do anything you wish with your orders.

Although all other trading data belong to EPEX SPOT, you may:

- For trading data related to your orders:

Extract it and use for any purpose such as simulation, analysis, internal broadcasting, etc. to the extent such trading data are **related to your orders**. You have the broadest rights to use it, as long as you do not sell, commercialize or offer them against a remuneration or for commercial purposes.

- For other data:

Extract it exceptionally, punctually and yourself. If you would like to access market data more generally (e.g recurrent access to data, commercial use, delegation of tasks to a service provider), you can do so by entering into a Market Data agreement. Please contact: marketdata.sales@epexspot.com

13. What can EPEX SPOT do with orders and transaction ?

EPEX SPOT uses the trading data and orders to:

- Perform reporting to NRAs, for example under REMIT,
- Operate EPEX market, including market coupling. This technically requires to grant a strict access to trading data to other Power Exchanges, TSOs and Clearing Houses,
- EPEX SPOT licenses data to broadcasters, ISVs, trading and clearing venues, etc.

All data is of course anonymized.

14. Can you delegate some tasks with regards to data management to a service provider?

Yes of course, you can manage the data yourself or delegate to a third-party service provider all or part of tasks with regard to the use data (e.g. retrieval of data, storage of data, analyses of data). However, it is subject to signing with EPEX SPOT a market data agreement.

15. Can you use EPEX SPOT prices as reference price?

Yes. You can use EPEX SPOT prices to settle your bilateral commercial contracts. If you wish to settle contracts with an intermediary, such as a broker or financial instruments, please contact: marketdata.sales@epexspot.com

16. To which regulatory framework EPEX SPOT products belong?

- MIFID/MIFIR

The spot electricity products and the French capacity market are commercial products and not financial instruments. They are not regulated by MIFID/MIFIR in application of the "spot exemption".

- Benchmark regulation

We are currently in the process of assessing, together with the authorities, whether the indices created by EPEX SPOT are regulated by the BMR. In any case, we intend to comply as close as possible with its requirements, to offer the market reliable indices.

17. What is an Indirect Trading Member?

An Indirect Trading Member is a Member authorized to trade via a Direct Trading Member ("Broker") appointed by it. In such case, trading shall exclusively be carried out by the appointed Broker for the account of the Indirect Trading Member.

The Indirect Trading Member is liable to EPEX SPOT SE for its market obligations, in particular with respect to the financial obligations arising from the Contracts concluded for its own account and at its own risk by its appointed Broker. The Indirect Trading Member waives any right to claim against EPEX SPOT SE for any error made by its appointed Broker.

18. How is the Market supervised?

When becoming a Trading Member at EPEX SPOT, you undertake to act in a loyal, honest, transparent, professional and responsible manner, in accordance with good business practice. You further undertake, at all times, to safeguard the proper functioning and the integrity of EPEX SPOT markets, as described in the Code of Conduct, which aims at providing the rules that apply at all times in order to support EPEX SPOT in operating a fair and orderly market. EPEX SPOT Code of Conduct also intends to strengthen the market and public confidence in EPEX SPOT, its pricing mechanisms and its reference prices for the benefit of end consumers. In this regard, you should refrain from any market manipulation, VAT fraud, inside information…

The Market Surveillance is an independent exchange body established by EPEX SPOT. The behavior of the Market participants is monitored by the Market Surveillance, an independent exchange body established by EPEX SPOT. The Market Surveillance monitors the orderly trading and the proper execution of transactions on EPEX SPOT. The Market Surveillance also ensures the compliance of the Market participants with EPEX SPOT Rules and Regulations, in particular the Code of Conduct, and with any applicable law or regulation.

19. If you are unhappy with EPEX SPOT services, what can you do?

Should you encounter any difficulty during the operations or any dissatisfaction, please contact your Sales contact.

If the answer does not satisfy you, you may request an amicable settlement between EPEX SPOT and your company CEOs, by sending an email to legal@epexspot.com. We will make our best to come to an agreement within 15 days.

If we do not succeed in finding a suitable solution for both Parties, you can refer the dispute to the CMAP in Paris (cmap@cmap.fr). It will seek a mediation and, as a last resort, arbitrate the dispute.

You may also terminate your membership as a market participant by sending to EPEX SPOT a letter of termination.

20. In general, who to contact?

- sales@epexspot.com is your main point of contact for any question
- legal@epexspot.com for any legal related issue
- marketdata.sales@epexspot.com for any question related to the use of EPEX SPOT market data