

Annex to the General Terms “Switching Platform”

Version 3.0

Document Management

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1. Preamble

Within the framework of the liberalization of the Austrian Energy Market, APCS Power Clearing and Settlement AG (hereinafter "APCS") fulfils the tasks of a clearing agent for transactions and price determination for imbalance energy¹ for the control area of Austrian Power Grid AG in accordance with the "Federal Act governing the requirements for operation, the tasks and powers of a clearing agency for transactions and price determination for imbalance energy volumes" ("Clearing Agency Act"; Federal Law Gazette 2000 I/121 Art 9, as amended).

With the entry into force of the "Federal Act on the reorganization of the electricity market" (Electricity Industry and Organization Act 2010² – Electricity Act 2010; Federal Law Gazette I 110/2010) and the "Federal Act on the reorganization of the natural gas market" (Natural Gas Act 2011 – 2011; Federal Law Gazette I 107/2011), the Austrian parliament passed a federal law that imposes the obligation on the clearing agents for the electricity and gas industries to operate a platform that enables the grid operators to make the data available upon request as defined by the regulatory body in the "Switching Regulation - Electricity 2012" and the "Switching Regulation - Gas 2012" in a de-centralized and a non-discriminatory manner to all utilities, suppliers and balance group representatives in a standardized, electronic and structured form so as to permit the switching of supplier and/or utility within a period of at most three weeks (Switching Platform).

The Austrian clearing agents APCS Power Clearing and Settlement AG, AGCS Gas Clearing and Settlement AG and A&B Ausgleichsenergie & Bilanzgruppen-Management AG reached an agreement to operate a central switching platform to enable efficient processing and procedures for the joint operation of a central switching platform – the **ENERGYlink** – for the electricity and gas markets in the meaning of § 76 para. 3 Electricity Act³ 2010 and § 123 para. 3 Natural Gas Act 2011 and therefore to cooperate for the benefit of all market participants of the overall Austrian energy market.

The legal framework for **ENERGYlink** consists of § 76 and § 108 Electricity Act¹ 2010, § 123 and § 168 Natural Gas Act 2011, the Switching Regulation – Electricity 2012 and Switching Regulation – Gas 2012 issued by the regulatory authorities on the basis of § 76 Electricity Act 2010 and § 123 Natural Gas Act 2011 as well as the respective related Annexes and Explanations and all other related provisions, all as amended.

This Annex "Switching Platform" to the General Terms and Conditions of Business of the Balance Group Coordinator (General Terms), as amended, governs the use of the Austrian Switching Platform.

¹ "Imbalance energy (*Ausgleichsenergie*): means the difference between the amount of energy scheduled and the amount actually fed in or out by a balance group during each defined measurement period, where the energy per measurement period may be either metered or calculated." (EIWOG Definition) "Balancing energy (*Regelenergie*): means energy used by TSOs to perform balancing." (ENTSO-E Definition).

² EIWOG, Elektrizitätswirtschafts- und -organisationsgesetz 2010

³ EIWOG, Elektrizitätswirtschafts- und -organisationsgesetz 2010

2. Definition of Terms

1. Unless defined otherwise in this Annex "Switching Platform", the definitions of terms in applicable legal provisions apply.
2. For the purposes of this Annex "Switching Platform", the following terms are defined as follows:

"User" is a natural person who is not a Contractual Partner and who grants the respective Contractual Partner personalized access to the "Switching Platform";

"ENERGYlink" is the "Switching Platform" in the meaning of the legally applicable provisions;

"Main User" is a user who has the authorization to assign sub-users and carry out all other user actions in ENERGYlink or in the Self-Storage Service;

"Market participants" are all natural or legal persons or registered private partnerships who under applicable laws, in particular, as defined under clause 0 no. **Fehler! Verweisquelle konnte nicht gefunden werden.**, are authorized and/or obligated to use the "Switching Platform" and are authorized under a relevant contract with APCS Power Clearing and Settlement AG, AGCS Gas Clearing and Settlement AG or with A&B Ausgleichsenergie & Bilanzgruppen-Management AG to use the "Switching Platform" such as grid operators, utilities or suppliers and balance group representatives;

"Self-storage" and "Self-storage Service" refers to all components of the "Switching Platform" that permit the grid operators and suppliers to autonomously set the parameters and temporarily store interim data and carry out all supportive processes for switching suppliers, for new registrations and cancellations in the meaning of § 76 para. 3 Electricity Act 2010, Switching Regulation – Electricity 2012 including its Annexes and Explanations, all as amended, in order to make the data available in the meaning of these provisions in a non-discriminatory manner;

"Sub-user" is a user who has the authorization to carry out restricted user actions in ENERGYlink or in the Self-Storage Service;

"Clearing Agent" is APCS Power Clearing and Settlement AG in its function as a clearing agent for transactions and price determination for imbalance energy volumes for the control area of Austrian Power Grid AG in accordance with the "Federal Act governing the requirements for operation, the tasks and powers of a clearing agency for transactions and price determination for imbalance energy volumes" (Federal Law Gazette I/121 / 2000 Art. 9).

3. Insofar as this Annex "Switching Platform" uses gender-specific expressions, these are understood to refer to both genders without discrimination⁴.

3. General

⁴ Translator's note: This only applies to the German version.

3.1. Scope of Application

1. This Annex "Switching Platform" to the General Terms and Conditions of Business of the Balance Group Coordinator (General Terms), as amended, governs the rights and obligations of the Clearing Agent, on the one hand, and the Contractual Partners on the other (both referred to hereinafter as "Involved Parties") provided these are authorized or obligated to use the "Switching Platform" as defined under applicable law, in particular, under clause 3.1 no. 2. It is explicitly stated that the clearing agents AGCS Gas Clearing and Settlement AG and A&B Ausgleichsenergie & Bilanzgruppen-Management AG are not part of the contractual relationship between the Clearing Agent and the Contractual Partner.
2. The legal relationships between the Involved Parties in connection with the use of the "Switching Platform" are subject to this Annex "Switching Platform" and the technical documentation in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. **Fehler! Verweisquelle konnte nicht gefunden werden.** especially the applicable provisions of the Electricity Act 2010, the Switching Regulation - Electricity 2012 including the related Annexes and Explanations and any other related provisions, all as amended, in addition to the General Terms and Conditions of Business of the Balance Group Coordinator (General Terms).
3. Unless explicitly regulated otherwise, the provisions of this Annex "Switching Platform", supplement the provisions of the General Terms and Conditions of Business of the Balance Group Coordinator (General Terms), all as amended. In case of contradictions in the interpretation, the provisions of this Annex "Switching Platform" shall have priority.
4. As regards the use of the Switching Platform and – if a contract to be separately concluded on the use of the Self-storage Service in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. **Fehler! Verweisquelle konnte nicht gefunden werden.** has been entered into by the Contractual Partner and the Clearing Agent – the Self-storage Service, the Annexes "Management of Imbalance Energy Volumes", "Credit Assessment", "Risk Management, Depositing of Collateral" and "Settlement of Accounts and Billing" to the General Terms and Conditions of Business of the Balance Group Coordinators (General Terms) do not apply. As regards other services provided by the Clearing Agent to the Contractual Partner which are not covered by this Annex "Switching Platform", the validity of these Annexes is not affected.
5. This Annex "Switching Platform", as amended, is available for downloading at any time from the website of the Clearing Agent at www.apcs.at.

3.2. Conditions of Use and Registration to the Switching Platform

1. The conditions for the use of the switching platform by a Contractual Partner are
 - a. a contractual relationship between the Clearing Agent and the Contractual Partner based on a grid operator, supplier or balance group representative contract in the meaning of § 45 no. 19, § 65 para. 1, § 87 para. 2 Electricity Act 2010; and

- b. the successful completion by the Contractual Partner of the registration process to be done separately for the Switching Platform;
 - c. and if the Self-storage Service is used, a separate contract must be concluded on the use of the Self-storage Service in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. **Fehler! Verweisquelle konnte nicht gefunden werden.**
2. With the successful completion of the registration processes to be carried out separately for the Switching Platform in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. 1 lit b by the Contractual Partner, the respective contract is to be accordingly supplemented in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. 1 lit a.

3.3. Services of the Clearing Agent

1. Insofar as the Contractual Partner meets the requirements of clause 3.2. no. 1 and pursuant to the applicable legal provisions such as those defined in clause 3.1. no. 2, the Contractual Partner who has the right and/or the obligation to use the Switching Platform is authorized to use the functionalities of the Switching Platform as defined in this Annex "Switching Platform". Each Contractual Partner is responsible itself for the creation and making available of the required technical infrastructure needed to use the Switching Platform.
2. Every user receives access data for the personalized electronic access to the Switching Platform as well as an RSA SecurID Token from EMC Corporation (hereinafter "Token"), which is needed pursuant to clause **Fehler! Verweisquelle konnte nicht gefunden werden.** lit a) for logging into ENERGYlink via the web interface; the Token is permitted to be used exclusively by the respective user.
3. The Token pursuant to clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. **Fehler! Verweisquelle konnte nicht gefunden werden.** will always remain the property of the Clearing Agent and is only made available for use temporarily. The Clearing Agent retains the right to exchange the Tokens periodically. In the event of loss or failure to return the Token within 14 days despite a request to do so or in the case of damage caused by culpable behavior rendering the Token unusable for the intended purpose, the Contractual Partners are under the obligation to replace its value, with the calculation of the replacement value being based on the price of new one.

3.4. Start of Service Provision by the Clearing Agent

The Switching Platform will be made available for use in accordance with the provisions of § 76 Electricity Act 2010, the Switching Regulation – Electricity 2012 including its Annexes and Explanations, other applicable provisions and this Annex "Switching Platform", all as amended, within 10 workdays as of the successful completion of the registration process by the Contractual Partner for the Switching Platform in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. 1 lit

b, but at the earliest as of 2 January 2013, 00:00 hrs. With the receipt of the relevant access data which must be sent by the Clearing Agent to the respective user by regular mail within this period or within 10 workdays as of the application for the activation of a user by the Contractual Partner, it becomes possible to use the functionalities of the Switching Platform.

3.5. General Obligations of the Contractual Partners

1. In accordance with the provisions of § 76 Electricity Act 2010, the Switching Regulation – Electricity 2012 including its Annexes and Explanations, and other applicable provisions, all as amended, every Contractual Partner is under the obligation to carry out supplier switching, new registrations and cancellations and all related processes via the Switching Platform made available by the Clearing Agent on the condition this is specified in the aforementioned provisions.
2. The Switching Platform and – if a contract which must be separately concluded on the use of the Self-storage Service in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. **Fehler! Verweisquelle konnte nicht gefunden werden.** has been entered into by the Contractual Partner and the Clearing Agent – the Self-storage Service are to be used exclusively in accordance with the provisions of this Annex “Switching Platform” and the applicable legal provisions, in particular, as defined in clause 3.1. no. 2.
3. The Contractual Partners are permitted to use the Switching Platform exclusively for the purpose of processing supplier switching, new registrations or cancellations and all related processes and procedures pursuant to the applicable legal provisions, in particular, those defined in clause 3.1. no. 2 of this Annex “Switching Platform”. However, contractual Partners are prohibited from engaging in any use that goes beyond the aforementioned scope or in any non-related use of the Switching Platform, in particular, unauthorized queries of third party data for purposes not related to the processing of supplier switching, new registrations or cancellations or related processes and procedures.
4. A reference is to be made to clause 3.11 no. 3.
5. The Clearing Agent is not liable for any damage that may result from a breach of the obligations pursuant to nos. 1, 2 or 3 under this clause **Fehler! Verweisquelle konnte nicht gefunden werden..**

3.6. Basic Functionality of the Switching Platform

1. The Switching Platform basically consists of a communications module, the Self-storage Service and testing instances. The Communications Module serves as a communications platform for all data required for the exchange of data among market participants pursuant to the law for supplier switching, new registrations and cancellations including all related processes and procedures (hereinafter “Communications Module”). In this case, the Clearing Agent does not have any possibility of viewing end-customer-related

data (e.g. metering point, address, name, consumption data, etc.). This is guaranteed by a security concept that includes multiple encryptions of market participant data for the transmission of the data records via the Communications Module.

2. The Self-storage Service that is connected to the Communications Module is used for the temporary storage of data of market participants for which the grid operators and suppliers autonomously define the parameters and the handling of all supportive processes and procedures for supplier switching, new registrations or cancellations by market participants. There is no obligation to use the Self-storage Service. If a Contractual Partner wants to use the Self-storage Service, it must conclude a separate contract with the Clearing Agent on the use of the Self-storage Service in the meaning of **Fehler! Verweisquelle konnte nicht gefunden werden.** no. **Fehler! Verweisquelle konnte nicht gefunden werden.**
3. The testing instances serve above all to test new and existing functionalities of the Switching Platform and the connection to the interface. The testing instances are operated separately from the Communications Module and the Self-storage Services. This ensures that the Contractual Partner are able to test the technical aspects parallel to the operational use of the Switching Platform and/or of the Self-storage Service without interfering in the operation of the Switching Platform and/or Self-storage Service.
4. The Switching Platform may be accessed by the Contractual Partner and/or its users by
 - a) access to the Communications Module via a web interface;
 - b) access to the Communications Module via an interface of the Contractual Partner which is connected to the interface made available by the Clearing Agent (hereinafter "direct connection");
 - c) access to the Self-storage Service via a web interface (provided a contract that must be concluded separately on the use of the Self-storage Service in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. **Fehler! Verweisquelle konnte nicht gefunden werden.** has been concluded).

3.7. Technical Requirements and Conditions of Use

1. In order to enable Contractual Partners to access the Switching Platform online, the technical requirements below must be met. At the time of entry into force of this Annex "Switching Platform" these were specifically the following:
 - a) Every user needs a Token to login into the Switching Platform via the web interface which is sent together with the login data for the Switching Platform pursuant to clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. **Fehler! Verweisquelle konnte nicht gefunden werden.** in conjunction with clause **Fehler! Verweisquelle konnte nicht gefunden werden.** or in response to a separate application. The corresponding Token may only be used by the user to whom the Token has been sent as the addressee. Further information on this

Token-based security system is available at <http://www.emc.com/security/rsa-secupid.htm>;

- b) Internet access for the login into a Switching Platform via the web interface, furthermore, an Internet browser that supports authentication via a client certificate;
 - c) In the case of a direct connection, the link to the Switching Platform is set up via a VPN tunnel between the interface of the Communications Module made available by the Clearing Agent and the existing systems of the Contractual Partner using the appropriate state-of-the-art encryption technology. The Contractual Partner must at all times comply with the relevant specifications defined by the Clearing Agent for the implementation and operation of the interface. The costs for the connection of existing systems of the Contractual Partner to the interface made available by the Clearing Agent must be borne by the Contractual Partner.
2. The Contractual Partner is under the obligation to comply with all specifications of the technical documentation published by the Clearing Agent on the website of the Switching Platform at www.energylink.at including all relevant annexes especially concerning the detailed specifications for the switching, registration and cancellation processes and concerning the interface made available by the Clearing Agent, all as amended, provided these have been established in accordance with clause 3.8.

3.8. Amendments to the Technical Documentation

1. In the case of amendments to the technical documentation in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. **Fehler! Verweisquelle konnte nicht gefunden werden.**, a consultation mechanism must be followed and in which the Clearing Agent and the Austrian power industry ("Austrian Power Industry"), the Association of Austrian Power Plants and the Trade Association of the Gas and District Heating Utilities as recognized special interest representatives of Austria's power companies (hereinafter "special interest organizations") as well as all Contractual Partners who do not belong to any of the special interest organizations as members have the right to participate in accordance with the provisions set out in nos. 2 to 7 below. Individual Contractual Partners who belong to one of the special interest organizations as members do not have the right to participate in this consultation mechanism unless they are acting as representative of such special interest organization.
2. Amendment proposals of the Clearing Agent must be published on the Internet. Amendment proposals of special interest organizations and of individual Contractual Partners who are not members of any special interest organization must be submitted to the Clearing Agent and are to be published by the Clearing Agent on the Internet. Special interest organizations and all Contractual Partners who are not members of any special interest organization are to be informed of this in an appropriate manner, for example, by e-mail.

3. The Clearing Agent, the special interest organizations and all Contractual Partners who are not members of any special interest organization have the right to request admission to a consultation body regarding the amendments. Such a request may be submitted within a period of four weeks as of receipt of the amendment proposal by the recipients to whom the amendment proposal was addressed in the meaning of no. 2. In the event this period expires without such a request being made, the following applies
 - a) Amendment proposals of the Clearing Agent are deemed approved;
 - b) Amendment proposals of special interest organizations are deemed withdrawn;
 - c) Amendment proposals of individual Contractual Partners are deemed withdrawn.
4. Representatives of the Clearing Agent, the special interest organizations and all Contractual Partners who are not members of any special interest organization are on the consultation body. If they are not acting as a representative of a special interest organization, the representatives of individual Contractual Partners who are members of a special interest organization do not have the right to take part. Which persons are to be delegated to the respective consultation bodies is decided freely by the participants entitled to take part.
5. If the start of negotiations by the consultation body has been requested, these must be conducted within a further four weeks after agreement is reached between the participants. If an agreed negotiation meeting is not kept by the Clearing Agent without prior excuse, an amendment draft of the special interest organization or of individual Contractual Partners is deemed approved and an amendment proposal of the Clearing Agent is deemed withdrawn.
6. If agreement is reached on a consultation body on the content and the time of the entry into force of the amendment by the members of the consultation body, a copy is to be made immediately of such an approved amendment proposal and this must be confirmed by the Clearing Agent, the special interest organization and the other participants of the consultation body. The amendment draft enters into forces subsequently at the prescribed time and becomes part of the technical documentation. The Contractual Partners must be informed of this pursuant to no. **Fehler! Verweisquelle konnte nicht gefunden werden..**
7. If no agreement is reached on the time of entry into force by the consultation body within a reasonable period in each case, the procedure may be terminated as set out in nos. 2 to 6 by unilateral written declaration of the Clearing Agent, the special interest organizations or one of the participating Contractual Partners. In such case, an amendment draft is also deemed rejected.
8. The Contractual Partners are bound by the decisions of the consultation body.
9. The provisions of nos. 1 to 7 do not apply to such amendments that are required due to changes to binding laws that directly affect the Switching Platform or the Clearing Agent as its operator and for which no delay is possible – especially with respect to the time required in each individual case for the technical implementation of the respective amendment. In such cases, the Clearing Agent and the special interest organizations will work to achieve a swift agreement on the content and time of the entry into force of the required amendment. If this is requested in individual cases by a Contractual Partner

who is not a member of any special interest organization, agreement must be reached with such Contractual Partner as well. If the Clearing Agent considers the timely technical implementation of the amendment to be at risk and it is not possible to reach agreement, the Clearing Agent has the right to appoint a third independent expert party to act as arbitrator. Special interest organizations and Contractual Partners who are not members of a special interest organization have the right to reject an arbitrator for material reasons within a reasonable period but within at least two workdays, with this right only being permitted to be exercised in total only twice irrespective of who actually exercises the right. The arbitrator is to be tasked to reach a decision as soon as possible, taking into account applicable legal provisions. The legitimate interests of the Contractual Partners and of the Clearing Agent must be taken into account in a balanced manner. The Contractual Partners and the Clearing Agent are bound by the decisions of the arbitrators. The arbitrator is to be tasked by the Clearing Agent; the costs of the appointment are borne by the Clearing Agent. The control, monitoring and supervisory rights of E-Control, in particular, pursuant to § 24 of the "Federal Act on the Regulatory Authority in the Electricity and Natural Gas Act" (Energy Control Act – E-Control Act⁵; Federal Law Gazette I 110/2010, as amended) are in any case not affected by the provisions of this Annex "Switching Platform".

10. Furthermore, the provisions of nos. 1 to 7 do not apply to changes that
- a) are required for compliance with the mandatory provisions of the Data Protection Act 2000, as amended, and § 108 Electricity Act 2010 and § 168 Natural Gas Act 2011, as amended, by the Clearing Agent and cannot be postponed further – especially with a view to the time required in each case for the technical implementation of the respective amendment or with regard to the imminent entry into force of the relevant legal provision;
 - b) are directly required to resolve security-sensitive errors and are necessary for compliance by the Clearing Agent with the mandatory provisions of the Data Protection Act 2000, § 108 Electricity Act 2010 and § 168 Natural Gas Act 2011, all as amended, or to fix such errors that have a severe impact on the use of the Switching Platform or a part of it (e.g. unavailability of the Switching Platform);
 - c) only concern the Additional Services in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden..**

The Clearing Agent is free to define such changes. The decisions of the Clearing Agent pursuant to no. 10 are binding on the Contractual Partners.

11. Insofar as changes to the technical documentation have been agreed or defined pursuant to the provisions of this clause 3.8, the respective changes to the technical documentation and the time of their entry into force must be notified to the Contractual Partners in an appropriate manner such as by e-mail.
12. The provisions of nos. 9 and **Fehler! Verweisquelle konnte nicht gefunden werden.** also apply to such changes that are decided within the scope of the consultation proceedings in the meaning of nos. 2 to 6 and thus become ex post changes in the meaning of nos. 9 and **Fehler! Verweisquelle konnte nicht**

⁵ Energie-Control-Gesetz

gefunden werden.. In such case, ongoing consultation proceedings are to be discontinued immediately.

3.9. Appointment of Users

1. The Contractual Partner is under the obligation to appoint at least two Main Users that are granted authorization for its personalized access to the Switching Platform and who are authorized to appoint sub-users for the Contractual Partner. If there are objective grounds as justification – especially if the personnel structure of the Contractual Partner does not permit otherwise – the appointment of only one Main User is permissible on the condition the Clearing Agent gives its consent in each case.
2. Sub-users may be appointed in two ways:
 - a) by the Main User via the applicable function of the web interface of ENERGYlink; or
 - b) by the Contractual Partner or by two Main Users sending the duly signed “application form for appointing sub-users”.

If a sub-user is appointed in the manner stated in clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. **Fehler! Verweisquelle konnte nicht gefunden werden.** lit **Fehler! Verweisquelle konnte nicht gefunden werden.**, the procedure described in nos. 2 and 5 applies accordingly.

3. The initial appointment of the Main User in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. 1 must be done by sending the fully completed and duly signed current version of the "application form for registration to ENERGYlink" including the information and documents stated on this application form in detail in the respective form and quality required to the Clearing Agent.
4. Every user must be a natural person of at least 18-years of age.
5. The Main Users to be named by the Contractual Partner are not permitted to be the same person. At least one Main User must have his/her habitual place of residence in the Republic of Austria, a member state of the European Union, a member state of EEA or Switzerland. This must be proven to the Clearing Agent by furnishing the documents in the required form and quality. After receiving the information on the Main Users pursuant to nos. 1 and 2 of this clause **Fehler! Verweisquelle konnte nicht gefunden werden.**, the Clearing Agent will authorize the Main User within 10 workdays as of receipt of the information or – in objectively justified cases which must be explained to the Contractual Partner – notify the Contractual Partner who requested the authorization of the rejection of a user. This period may be extended by a further 10 workdays if this is necessary for reviewing the application.
6. Users are explicitly prohibited from assigning their status as holders of power of attorney to other persons.
7. The Clearing Agent has the right to exclude a user from further access to the Switching Platform if the user’s admission or appointment was not permissible pursuant to the

provisions of this Annex "Switching Platform". The Contractual Partner must be informed of the exclusion of the user by the Clearing Agent. In the case of the exclusion of a Main User, the Contractual Partner must furthermore be requested to appoint a replacement for the Main User as soon as possible. For the appointment of a replacement for the Main User, the procedures described in nos. 1, 2, and 5 apply accordingly. The Contractual Partner cannot raise an objection to the exclusion of a user. The Clearing Agent will exercise its rights pursuant to this provision no. 7 only if there are objectively justified reasons.

8. The Contractual Partner must immediately inform the Clearing Agent as soon as one of its users (especially if an employee) leaves the company of the Contractual Partner or if for any other reason the user is no longer to be registered with the Clearing Agent as a user for the Contractual Partner. In this case, the participant must also notify the date of the exclusion of the user. The Clearing Agent will block the user being excluded as of the date announced, but at the earliest within 24 hours from the time the information is received, from the personalized access of the Contractual Partner to the Switching Platform. Weekends and legally recognized holidays in the meaning of the Holiday Observance Act 1957 are not included in this this period. If this concerns a user whose nomination is mandatory pursuant to no. 1, the Contractual Partner must at the same time nominate a new user for whom the admission procedures described in nos. 1, 2, and 5 apply accordingly.
9. Also after having setup the personalized access to the Switching Platform for the Contractual Partner, the Clearing Agent has the right to request further documents and proof to the extent reasonably justified under the circumstances, but especially when there are changes to the national and international legal framework. In such case, the Clearing Agent is obligated to grant the Contractual Partner a reasonable period for presenting these documents and proof.

3.10. Compliance with Security Rules and Help Desk

The Contractual Partner is under the obligation at all times to observe and comply with the provisions of clauses **Fehler! Verweisquelle konnte nicht gefunden werden., Fehler! Verweisquelle konnte nicht gefunden werden.** and **Fehler! Verweisquelle konnte nicht gefunden werden.** below, and furthermore, to impose this obligation on all persons to whom the Contractual Partner grants personalized access to the Switching Platform ("Users") unless an explicit reference is made to the nature of a recommendation of the relevant provision. The Contractual Partner is under the obligation to furnish proof of compliance to the Clearing Agent upon request at any time.

3.10.1. Obligations and Guidelines for Contractual Partners and Users

1. Access data:
 - a) Access data for logging onto the Switching Platform are strictly confidential. It is prohibited to communicate the login data to other market participants, to Switching

- Platform administrators of the Switching Platform's help desk or to other third parties.
- b) The request to enter the login data is displayed on the registration screen of the web interface of the Switching Platform only once in each case.
 - c) If a request to enter the data deviates in form and manner from the way stated in the aforementioned provisions, the Contractual Partner and user(s) are obligated to report this immediately by telephone to the Switching Platform help desk of the Clearing Agent.
2. If the Contractual Partner or a user suspect that one or more of the following circumstances applies, the Contractual Partner must immediately contact the Switching Platform help desk by phone, or, if it is a weekend or holiday, it must block the personalized access to the Switching Platform itself (by entering three wrong passwords – in such case, the Switching Platform help desk must be notified as soon as possible on the next workday):
 - a) If unauthorized persons gain or have gained knowledge of the login data of a user;
 - b) If unauthorized persons gain or have gained access to the Token of a user;
 - c) If unauthorized persons have, had or may have unauthorized access to the Switching Platform using the data obtained pursuant to lit. a) or the Token pursuant to lit b);
 3. The Contractual Partner is under the obligation to operate the equipment securely through which access to the Switching Platform is granted. In particular, critical security gaps discovered in the operating systems or applications installed on these devices must be fixed by the security patches published by the respective software companies and kept up to date, and all technical measures must be taken to prevent damage to ENERGYlink.
 4. It is recommended to open e-mail attachments or links only after careful checking of the source and content. Above all, no attachments with self-executing files or scripts are to be opened.
 5. When connecting to the Switching Platform, a device must be used on which, at the time of connecting to the Switching Platform, the login is done as a "user" and never as an "administrator".
 6. It is recommended not to use any systems that permit automatic logins. The user must always be requested to enter the login password after the operating system starts and/or the software is initialized.
 7. It is recommended to use a screen saver that automatically blocks access to the computer at the longest after 15 minutes of inactivity by the user.
 8. It is prohibited to store the login data for ENERGYlink in the browser.
 9. No client-side release of resources should be done (e.g. folders and/or printers) on the device that is connected to the Switching Platform and no servers (e.g. http(s), ftp, etc.)

should be set up or data exchange programs installed (e.g. BitTorrent, etc.) on this device.

10. Only such USB devices may be connected to the device that is connected to the Switching Platform whose use is not expected to pose a risk to the security of ENERGYlink.

3.10.2. Other Obligations for Contractual Partners and Users

1. In the case of session timeouts, the browser must be closed completely before logging onto the Switching Platform again via the web interface.
2. The corresponding link on the website of the Switching Platform is to be used exclusively for accessing the Switching Platform via the web interface at www.energylink.at.
3. The Contractual Partner must take all reasonable measures to prevent unauthorized access by third parties to the Switching Platform.
4. Every user is under the obligation to store his or her personalized login data to ENERGYlink and Tokens received in the meaning of clause 3.3. no. 2 in a safe place in order to prevent misuse.

3.10.3. Help Desk of the Switching Platform

1. Users are notified of important news directly via e-mail and also on the website of the Switching Platform at www.energylink.at.
2. The Switching Platform help desk of the Clearing Agent sends all non-automated e-mails from the e-mail address published on the Switching Platform's website at www.energylink.at.
3. The Clearing Agent will never ask for the login data for accessing the Switching Platform.
4. If there is reason to suspect wrongdoing, the Clearing Agent and the Contractual Partners must immediately contact the help desk of the Switching Platform.
5. The current help desk contact data (e-mail, etc.) are always published on the website of the Switching Platform at www.energylink.at.
6. The Contractual Partner must itself pay for any connection charges it incurs.

3.11. Data

3.11.1. Data Protection and Confidentiality

1. The protection and the security of all data of the Contractual Partners and third parties are important to the Clearing Agent. In order for Clearing Agent to protect the data and

ensure the proper use of all data of the Contractual Partner and of third parties sent to it by Contractual Partner, the Clearing Agent will use the data exclusively on the basis and to the extent permitted by applicable legal provisions, in particular, as specified in clause 3.1 no. 2, of the General Terms and Conditions of Business of the Balance Group Coordinator (General Terms), in this Annex "Switching Platform" as well as in the provisions of the "Federal Act on the Protection of Personal Data (Data Protection Act 2000; Federal Law Gazette I No. 165/1999, as amended). The Clearing Agent declares in a legally binding manner that it has taken adequate security measures in the meaning of § 14 Data Protection Act 2000 to prevent the unauthorized use of the data and to prevent access to the data by unauthorized third parties.

2. With respect to the data of the Contractual Partner and of third parties it has received from the Contractual Partner, the Clearing Agent must transmit or make it available to other market participants or third parties only in such cases and under the condition that it has been tasked to do so by the Contractual Partner and provided this is permitted by law, regulations or instructions of authorities or if the Clearing Agent is under such obligation by law, regulations or instructions of authorities. In any case, the Clearing Agent is prohibited from transferring and making the data available outside the country in the meaning of §§ 12, 13 Data Protection Act.
3. The input, change, processing or deletion of data by the Clearing Agent is only permitted insofar and to the extent it is a matter of correcting obvious mistakes or errors, and the Clearing Agent has been instructed to correct such errors by the respective Contractual Partner or by any market participants concerned.
4. The Clearing Agent must treat all business and trade secrets of the Contractual Partner that it gains knowledge of in the course of its activities confidentially unless this obligation is contrary to legal provisions that require disclosure.
5. The Clearing Agent has the right to charge subcontractors with the execution of data processing and data transmission. Insofar as the Clearing Agent has engaged subcontractors, it must enter into the required contracts with these in the meaning of §§ 10, 11 Data Protection Act 2000 and to impose all data protection and secrecy obligations on said subcontractors that the Clearing Agent itself is subject to by law or under contracts, and must furthermore periodically review compliance with these data protection obligations.
6. The Clearing Agent is under the obligation to ensure the compliance of its employees, contractors and sub-contractors and any other of its vicarious agents with the aforementioned data protection and secrecy obligations pursuant to clause 3.11.1.

3.11.2. Data Recording and Statistical Evaluation

1. The Switching Platform records fully automatically every access instance of the Contractual Partner and its users to the Switching Platform and all actions of the respective Contractual Partner and its users. The data recorded is specifically:
 - The IP address of the requesting computer;
 - Data and time of the access of the requesting computer to the Switching Platform;

- The actions of the respective Contractual Partner or user;
 - The data transferred by the respective contractual partner or user;
 - The identification data of the browser and operating system used.
2. The recording and processing of the data in the meaning of no. 1 under clause **Fehler! Verweisquelle konnte nicht gefunden werden.** is done for the purpose of making it possible to use the Switching Platform (especially for establishing a connection and similar actions), for system security, for technical administration and for the use of the network infrastructure. For the purpose of optimizing the Internet services and user experience, the Switching Platform fully automatically executes periodical statistical evaluations of the data pursuant to no. 1 that serve exclusively the purpose of making it possible for the Contractual Partner to prepare a statistical evaluation and overview of its actions and of its partners. Neither the Clearing Agent nor third parties are permitted to view this data. The Clearing Agent is prohibited from using the data under no. 1 beyond the scope set out here in no. 2, in particular, it is not permitted to forward the data to third parties.
 3. In order to assure the security and proper use of the data of the Switching Platform as far as possible and to prevent any misuse of the data, the processes initiated by the respective Contractual Partner or respective user are monitored fully automated on an ongoing basis. In the event of irregularities that indicate unauthorized use or the use of the Switching Platform for a purpose other than one intended in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. 3 by a Contractual Partner or by one of its users, the Clearing Agent will notify the respective Contractual Partner concerned. The respective Contractual Partner must – after receiving a corresponding request from the Clearing Agent – provide all relevant information that is necessary to eliminate the suspicion of improper use or use of the Switching Platform for a purpose other than the one intended in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. 3. Should it be proven, however, that the respective Contractual Partner or its users have not used the Switching Platform properly or have used it for a purpose other than the one intended in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. 3, the Clearing Agent will inform the competent authorities of this and take all other legally permissible steps to stop the continued improper use or use for a purpose other than the one intended of the Switching Platform by the Contractual Partner and/or its users.

3.11.3. Rights and Obligations of the Contractual Partner

1. The Contractual Partner has the right to inspect the data that relates to it via the web interface of the Switching Platform after entering the corresponding login data.
2. The Contractual Partner furthermore has the right to demand the correction of incorrect data and the deletion of data unlawfully processed by the Clearing Agent under the conditions of § 1 para. 3 no. 2 in conjunction with § 27 para. 1 Data Protection Act 2000 and within the scope set out therein.
3. The Contractual Partner itself is responsible for the completeness, up-to-date status and correctness of the data relating to it and which it has sent to the Clearing Agent or other

market participants. The Clearing Agent does not check the data for completeness, up-to-date status and correctness. The Contractual Partner must periodically check the data relating to it for completeness, up-to-date status and correctness and must inform the Clearing Agent as soon as possible of any errors in the data. In the case of well-founded doubts regarding the correctness of the content of the data, the Clearing Agent may request proof of the correctness of the data in a form and scope appropriate to the circumstances. The costs of a justified inspection are borne by the Contractual Partner. The Clearing Agent does not assume any liability for damages that may result from a breach of the aforementioned obligations.

4. The Contractual Partner is obligated to archive the data sent to it for at least three years.
5. The Clearing Agent hereby explicitly points out that the Contractual Partner is a "controller" as defined in the Data Protection Act 2000. The Contractual Partner itself is responsible for meeting any obligations it may be subject to under the Data Protection Act 2000, in particular, it must comply with all reporting obligations in the meaning of § 17 Data Protection Act 2000.

3.12. Measures in the Event of Technical Disruptions, Temporary Measures and Emergency Measures

1. In the event of a technical disruption or other irregularities that cause a severe hindrance to the intended use of the Switching Platform, every Contractual Partner must immediately inform the Clearing Agent of this fact and to take all economically reasonable measures to prevent further damage. The measures must be agreed in each case with the market participants concerned. The Clearing Agent has the right to make proposals in such case.
2. The Clearing Agent has the right to suspend the transmission and receipt of the data for the purpose of carrying out required maintenance work on the IT system that operates the Switching Platform. To the extent possible, operations are to be suspended outside of normal operating hours. The Clearing Agent will notify the Contractual Partners of this work in time, but at least 48 hours before the work commences.
3. The liability of the Clearing Agent is excluded for any damage caused by an interruption of services of the Switching Platform during necessary maintenance work pursuant to no. 2.
4. Data not sent or faulty data sent due to disruptions, irregularities or interruptions to operations for maintenance work must be re-sent immediately after the disruptions, irregularities or interruptions to operations are over.

3.13. Exemption from Costs

1. No separate costs are due for the use of the Switching Platform. This exemption does not affect no. **Fehler! Verweisquelle konnte nicht gefunden werden.** of this clause **Fehler! Verweisquelle konnte nicht gefunden werden..**
2. The costs for establishing the technical requirements needed to use the Switching Platform are borne by the Contractual Partner itself.

3.14. Liability

1. The liability of the parties involved for damage caused in connection with the use of the Switching Platform is determined by the provisions of the General Terms and Conditions of Business (General Terms) unless otherwise regulated in specific cases in this Annex "Switching Platform".
2. The liability of each Involved Party is capped at EUR 20,000 per damage claim and at EUR 200,000 per calendar year.
3. The Clearing Agent is not liable for the completeness or correctness of the data transmitted by the Contractual Partners or for any damage that may result from the entry, transmission or use of incomplete or incorrect data by a Contractual Partner.

3.15. Entry into Force of Individual Provisions

1. Unless explicitly defined otherwise under no. **Fehler! Verweisquelle konnte nicht gefunden werden.** of clause **Fehler! Verweisquelle konnte nicht gefunden werden.**, all provisions of this Annex "Switching Platform" enter into force on 2 January 2013.
2. Clause **Fehler! Verweisquelle konnte nicht gefunden werden.** enters fully into force on the date the Clearing Agent notifies to the Contractual Partner. This notification must be made at least 10 days prior to the entry into force of the respective provision in a suitable manner, for example, by posting a corresponding announcement on the website of the Switching Platform at www.energylink.at.

3.16. Other Provisions

The provisions of § 9 para. 1, para. 2, § 10 para. 1, para. 2 as well as § 12 of the "Federal Act Governing Certain Legal Aspects of Electronic Commerce" (E-Commerce Act – ECG, FLG. I 152/2001) are excluded in the relationship between the Clearing Agent and the Contractual Partner.

4. Special Section

4.1. Additional Services

4.1.1. Scope of Application

1. The provisions of clause 4.1. of this Annex "Switching Platform" govern the rights and obligations of the Involved Parties for the use of the Self-storage Service and the testing instances of the Switching Platform in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. 3 (hereinafter together "Additional Services").
2. Apart from the provisions of this clause **Fehler! Verweisquelle konnte nicht gefunden werden.**, the provisions of clauses **Fehler! Verweisquelle konnte nicht gefunden werden.** to 3 of this Annex "Switching Platform" apply accordingly to the use of Additional Services unless explicitly otherwise defined in the clauses **Fehler! Verweisquelle konnte nicht gefunden werden.** to **Fehler! Verweisquelle konnte nicht gefunden werden.** below.

4.1.2. Start of Provision of Services by the Clearing Agent

1. Every Contractual Partner is free to use the Additional Services. There is no obligation to use the Additional Services. The right to use the other functionalities of the Switching Platform and the related obligations of the Contractual Partner are not affected by the use or non-use of the Additional Services.
2. As a condition for the use of the Additional Services, the Contractual Partner must meet the conditions of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. **Fehler! Verweisquelle konnte nicht gefunden werden.** and in the case of the Self-storage Service, a separate contract must be concluded on the use of the Self-storage Service by the Involved Parties.
3. The use of the Self-storage Service and the testing instances for the Self-storage Service are made available within 10 workdays as of the day on which the separately concluded contract between the Contractual Partner and the Clearing Agent enters into force regarding the use of the Self-storage Service, but at the earliest as of 2 January 2013, 00:00 hrs. However, the availability of the use of the testing instance for the Communications Module of the Switching Platform is done together with the availability of the communications module.

4.1.3. Prohibition of Use Other than for the Intended Purpose

The Contractual Partner is prohibited from using the Self-storage Services for purposes other than for carrying out supplier switching, new registrations or cancellations or completing the relevant support processes and procedures pursuant to applicable provisions, in particular, such as those defined in clause 3.1. no. 2 of this Annex "Switching Platform"; the Contractual Partner is furthermore prohibited from using the testing instances of the Switching Platform for other purposes than for the testing of existing and new functionalities and other technical aspects.

4.1.4. Supplementary Data Protection Provisions

1. The use of the Additional Services is also governed by no. 2 below as a supplement to the General Terms and Conditions of Business of the Balance Group Coordinator (General Terms) and clause **Fehler! Verweisquelle konnte nicht gefunden werden.** of this Annex "Switching Platform".
2. The Contractual Partner has the right pursuant to § 28 Data Protection Act 2000 to rescind at any time its consent to the processing and use of personal data in the Additional Services due to a breach of legitimate interests in maintaining secrecy with effect for the future. After receiving the corresponding authorized and written request of the Contractual Partner, the Clearing Agent will completely and irrevocably delete the relevant data from the respective Additional Service within eight weeks and stop any transmissions of personal data to the third parties previously approved by the Contractual Partner. Clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. 2 does not apply in this case. With respect to the Self-storage Service, the separate contract concluded on the use of the Self-storage Service in the meaning of **Fehler! Verweisquelle konnte nicht gefunden werden.** no. **Fehler! Verweisquelle konnte nicht gefunden werden.** is deemed terminated as of the end of the eight week period.
3. All data of the Contractual Partner stored in the Self-Storage Service can be deleted by the Contractual Partner at any time. It technically no longer possible to restore the data deleted. Furthermore, the Clearing Agent will completely and irrevocably delete all data stored in the Self-storage Service of the Contractual Partner when the separate contract concluded on the use of the Self-storage Service in the meaning of **Fehler! Verweisquelle konnte nicht gefunden werden.** is terminated.
4. If the Contractual Partner sends e-mail signature certificates (including "Private Keys") to the Clearing Agent within the scope of the use of the Self-storage Service, the Clearing Agent will use these exclusively in connection with the processing of supplier switching in the meaning of § 76 Electricity Act 2010, as amended, and the Switching Regulation – Electricity 2012, as amended, and therefore in all materially related processes including those in connection with the Self-storage Service of ENERGYlink.
5. All processes that require the use of e-mail signature certificates of a Contractual Partner are permitted to be triggered exclusively by the Main Users and sub-users appointed by the respective Contractual Partner unless the Clearing Agent is authorized to intervene under an exception rule pursuant to law or to the provisions of the General Terms or if the Clearing Agent has been instructed separately to do so by the respective Contractual Partner. The aforesaid applies accordingly when defining the automated processes.

4.1.5. Exemption from Costs

1. No separate costs are due for the use of the Additional Services. No. **Fehler! Verweisquelle konnte nicht gefunden werden.** below is not affected by this exemption.
2. The costs for setting up the technical requirements to use the Additional Services must be borne by the Contractual Partner.

4.1.6. Special Right of Termination

The Involved Parties have the right to terminate the separately concluded contract for the use of the Self-storage Service in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. **Fehler! Verweisquelle konnte nicht gefunden werden.** at any time at the end of every month by giving 9 (in words: nine) months' notice. The Clearing Agent will not termination such contract without due cause. The aforesaid does not affect the provisions of the General Terms and Conditions of Business of the Balance Group Coordinator (General Terms).

4.1.7. Other Provisions

All references in this Annex "Switching Platform" or in the technical documentation in the meaning of clause **Fehler! Verweisquelle konnte nicht gefunden werden.** no. **Fehler! Verweisquelle konnte nicht gefunden werden.** to the technical availability, technical response times and similar matters do not apply to the Additional Services provided by the Clearing Agent. The Clearing Agent is therefore not liable for any damage caused due to the temporary unavailability of the Additional Services.