

part of eex group



Application

OTF  
Membership  
Agreement

27.09.2024  
Leipzig

Ref. 006

**- only required as scan -**

Please return the signed membership agreement for  
processing to:

E-mail: [membership@eex.com](mailto:membership@eex.com)  
Phone: +33 1 70 36 33 42

# OTF Membership Agreement

between

**European Energy Exchange AG**

Augustusplatz 9

04109 Leipzig

(„EEX AG“)

and

(„Member“)

Name of the company	Member ID (if available)
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1. The EEX Organised Trading Facility (“EEX OTF”) at the European Energy Exchange (“EEX”) is operated by EEX AG and is approved in accordance with section 48b BörsG [German Exchange Act] by the competent exchange supervisory authority.
2. The Member intends to participate in trading at EEX OTF. As a prerequisite, the Member is licensed as an EEX Trading Participant and approved by ECC AG to trade OTF Products.
3. EEX AG and the Member agree that this **Membership Agreement consists of this document, the EEX OTF Terms and Conditions – including the EEX OTF Contract Specifications – and the List of Services and Prices of EEX AG** as amended from time to time (all together the “Membership Agreement”). The Member agrees to comply with the Membership Agreement. All documents can be downloaded in their currently valid version from the website [www.eex.com](http://www.eex.com).
4. The Member shall be authorized to trade all products available on the EEX OTF that correspond to the products the Member eligible to trade on the EEX. All traders admitted for the Member on EEX shall be entitled to also trade for the Member at the EEX OTF.
5. The Membership Agreement shall come into force and effect with confirmation in text form by EEX AG, represented by European Commodity Clearing AG (Member Readiness Department), and shall run for an indefinite period of time unless terminated or suspended in accordance with the Terms and Conditions.
6. Amendments to the Membership Agreement are only valid if they are made in writing or announced in accordance with the Terms and Conditions or – in case of price changes – in accordance with the List of Services and Prices of price lists of the EEX AG.
7. Any communication between EEX AG and the Member regarding the Membership Agreement shall be directed to [membership@eex.com](mailto:membership@eex.com).
8. Whilst the Membership Agreement governs the access to trading and the products the Member may trade at the EEX OTF, the course of trading including the settlement of trades is governed by the Trading Rules for the EEX OTF (available at [www.eex.com](http://www.eex.com)) which are public legal statutes. Therefore, to the extent that this Membership Agreement is inconsistent with the Trading Rules, the Trading Rules shall prevail to the extent of the inconsistency.
9. The Membership Agreement shall be subject to and construed in accordance with the principles of German law and shall be governed by the laws of Germany. The exclusive jurisdiction for all conflicts arising in connection with the Agreement shall be Leipzig, Germany.
10. If any of the provisions of this Agreement shall become or be held invalid or unenforceable, all other provisions hereof shall remain in full force and effect. The invalid or unenforceable provision shall be deemed to be automatically amended and replaced by a valid or enforceable provision which economically accomplishes as far as possible the purpose and the intent of the invalid or unenforceable provision.

Place	Date	Legally binding signature(s) of applicant
		<i>Name(s) of Signatory/ies:</i>