

## Order form

### Analysis of the execution probability for the EXAA spot market for electricity products

<b>Company name</b>
Address
Contact person
Phone number
e-mail
VAT No.
Delivery date as of:
<input type="checkbox"/> Quarterly subscription <input type="checkbox"/> Annual subscription

We herewith order the 3 days ahead analysis for the hourly spot prices of electric power at EXAA (hEXA01...hEXA24) with five confidence intervals: 95%, 90%, 75%, and 50% and 25%.

The 3 days analysis will be obtained as of the date stated above for one year / one quarter. During this time all five confidence intervals will be electronically delivered daily for the three subsequent days. Delivery takes place by e-mail which contains the upper and lower price limits for all 24 hours of five confidence intervals for the subsequent three days and shall be stated as table as well as graphically illustrated. This shall be supplemented by the 24 hour term structure of the week ahead volatility. The data format is Excel-97. Delivery shall take place to the e-mail address as stated above. Alterations shall be stated in writing at least one week in advance. Delivery takes place at the trading day until 8:00 am at the latest.

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**Price:**

Yearly subscription for all 5 confidence intervals	EUR 10.000,-
Quarterly subscription for all 5 confidence intervals	EUR 3.000,-

Prices are net and to be charged in advance.

The subscription extends automatically for another period as agreed if not a termination in writing arrives 14 days before the subscription expires at least at

EXAA Abwicklungsstelle für Energieprodukte AG  
Alserbachstrasse 14-16  
1090 Wien

In the case of the initial of quarterly subscription the customer is entitled to terminate the subscription within the first month.

In the case of the initial of yearly subscription the customer is entitled to terminate the subscription within the first two month. The entire subscription price will be refunded within 14 days after termination.

**Further contractual terms:**

The Institute for Operations Research and Computational Finance (ior/cf-HSG) of the University St. Gallen provides 3- days analysis for the hourly EXAA electricity products with the aid of publicly accessible trading results which enables the trading members to improve the probability of their quotes to be executed. The delivered 3 days ahead analysis are based solely on publicly available data that particularly include EXAA's closing results.

The missions of EXAA is to organize and manage electricity and environmental markets as Clearing and Settlement Agency commissioned by Wiener Börse AG (WBAG), and making available and operating the automated trading, clearing and settlement system for trading in electric power an environmental products and for the clearing and settlement of exchange transactions concluded in trading in electric power and environmental products on Wiener Börse in its function as a commodity exchange which has moreover charged EXAA to act as the Clearing and Settlement Agency pursuant to Art. 26 par. 3 Stock Exchange Act for exchange transactions concluded in trading in electric power and environmental products on

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Wiener Börse in its function as a commodity exchange. EXAA offers this analysis in order to enable trading members and other interested parties a better assessment of the execution probability.

EXAA and ior/cf-HSG do not take responsibility for the use of the data by the purchaser. The modelling risks inherent to the data use shall be analysed and considered by the buyer himself.

The prognoses of the spot prices is to be used for assessment purposes within the own company. Forwarding to third parties (including subsidiary companies) is strictly forbidden.

EXAA and ior/cf-HSG do not assume any liability for the analysis.

The prognosis is not a matter of offering to buy or sell products or an invitation to place a quotation.

EXAA points out that the prognosis is not suitable for the trading with derivatives and can not be considered as a recommendation therefore.

Delivery of the data takes place with reservation of technical difficulties. If delivery fails due to technical difficulties in the responsibility of the buyer or is not grossly negligent caused by EXAA and ior/cf-HSG respectively, no claim for reduction in payment can be asserted.

EXAA is entitled to terminate the contract by the end of a month by keeping a term of one month without stating a reason. In this case the subscription payment will be refunded pro rata.

The models to calculate the analysis will not be disclosed or announced.

This agreement, its conclusion, performance and interpretation, including the issue of its valid conclusion and its pre- and post contractual effect shall be governed by the laws of Austria with the exclusion of the provisions of International Private Law.

Any dispute arising out of or in connection with the present agreement or its negotiation shall be finally settled by the responsible courts in Vienna.

If one or more of the provisions of this contract are declared to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected.

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Such invalidity, illegality or unenforceability material shall be replaced by provision with near the same economic effect. The same applies for the replenishment of possible lacunae.

Alterations to this order as well as deviations to this clause are required to be agreed in writing.

Place.....

Date.....

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Duly authorised buyers signature