

Agreement between Swissgrid and the business partner for access to the Swissgrid customer portal («Agreement»)

We hereby request as business partner of

**Swissgrid Ltd
Auction Office Switzerland
Bleichemattstrasse 31
PO Box
5001 Aarau
Switzerland**

(please note that all fields must be completed)

Company _____

EIC _____

Street, no. _____

Country, Postcode, town/city _____

Contact person¹ (surname, first name) _____

Phone and mobile contact person¹ _____

Fax contact person¹ _____

E-mail contact person¹ _____

¹ Contact person = Address for sending passwords (see below)

Phone Team² (if possible 24 / 24h) _____

Fax Team² (if possible 24 / 24 h) _____

E-mail Team² (if possible 24 / 24 h) _____

²Team = Address for general information e.g. dysfunction of the nomination system.

Account Specification	Master Accounts (able to nominate)	Read-Only Accounts
Number of Accounts (total max 5 accounts)		

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Access data should be sent by e-mail. This applies also in case of regeneration of a new password in case of loss.

or

Access data should be sent by post. This applies also in case of regeneration of a new password in case of loss. I am aware of the fact, that the reception of letters sent by post could take several days.

in the systematic role “Swissgrid nomination system CH IT”

access to the Swissgrid customer portal for the following user IDs as well as all other user IDs applied for in the course of business activities by the above-mentioned contact and assigned to them by Swissgrid

in due observance of the following conditions:

Changes of the contact data (team or signatory) must be notified immediately to Swissgrid.

Swissgrid sends access data for the nomination system according to the shipping method chosen by the participant (e-mail or letter). This applies also in case of regeneration of a new password in case of loss.

We hereby confirm that we have received and read the «General Terms and Conditions for Access by Business Partners to the Swissgrid Customer Portal» («GTC»; Annex 1) and duly accept these.

We also undertake to explain the obligations of the GTC to the authorised employees and issue a copy of the GTC to said employees.

Business partner's signature:

Place, date

Surname, first name, function

Signature

Annex 1

General Terms and Conditions for Access by the Business Partners to the Swissgrid Customer Portal

Version 1.0, dated January 2009

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1 Scope of application

Swissgrid shall offer its business partners access to its customer portal and use (screen view, downloads) of data stored there (information, external reports, etc.) within the context of their access authorisation. These **General Terms and Conditions for Access to the Swissgrid Customer Portal («GTC»)** shall govern the relationship between Swissgrid and its business partners (incl. its registered employees and authorised representatives) for access to and use of the Swissgrid customer portal.

2 Definitions

Business partners are legal entities or natural persons, corporate bodies of the Swiss Federal Administration, the independent state regulatory authorities in the electricity sector, international organisations, etc.

Role describes the function legally performed by the business partner, such as, for example, trader, supplier, grid system operator, distribution system operator/ distribution system owner, system services provider, power plant operator/owner, Balance Group Manager, regulator, Swiss Federal Office, international or Swiss association, etc..

Data describes all kinds of information and documents to which the authorised user has access via the Swissgrid customer portal, such as, for example, operational or financial data, billing or production data, performance measurement data, meter values, external reports, master data, etc.

Token or OTP token describes the electronic device which generates the One-Time Password.

One-Time Password («OTP») is the nine-digit transaction number generated by the token which grants access to the Swissgrid customer portal along with the user ID and PIN.

Secure ID number is the token identification number (reverse of token).

User ID describes the user's identification code and consists of a serial number permanently assigned to the authorised user.

PIN is the personal identification number for the authorised user which is allocated by Swissgrid.

Identification data describes the user ID and PIN allocated to the authorised user by Swissgrid.

Authorised user(s) is(are) the natural person(s) registered by the business partner for access to the customer portal, i.e. employees of the business partner or third party authorised by the business partner.

Access data signifies the identification data and the One-Time Password generated by the token.

Access resources are the resources provided by Swissgrid to the authorised user (token, PIN, user ID) for access to the Swissgrid customer portal.

3 Registration of the business partner

In order to be registered for access to the customer portal and to obtain the necessary access rights, the business partner is obliged to complete and sign the «Agreement between Swissgrid and the business partner for access to the Swissgrid customer portal» on the Swissgrid website, and arrange for the employees/authorised representative to sign it and return it to Swissgrid (Swissgrid AG, Stakeholder Affairs, Bleichemattstrasse 31, CH-5001 Aarau) («Registration»).

The business partner must submit a separate registration for each role it holds as Swissgrid partner.

The number of registrations should be proportionate to the size of the company or the relevant department of the business partner. Swissgrid is entitled to verify the number of registrations for access authorisation in terms

of necessity for performance of the legal mandate or performance of the contract and, if necessary, limit the number of authorised users.

4 Access authorisation and personalisation

Swissgrid shall grant the business partner access to the customer portal within the scope that was stated in accordance with the legislative framework or the contracts based thereon with the business partners.

As part of the business partner's registration, the latter shall specify to Swissgrid the authorised user or users which are employees of the business partner or are authorised to use the customer portal. The authorised user shall receive a personalised token. Only the authorised user is entitled to access the Swissgrid customer portal using the personalised token.

An authorised user holding more than one role shall receive a single token only. This token allows him access to all data specific to those roles.

4.1 Changes to access authorisation

The business partner must notify Swissgrid immediately and in writing of any changes affecting its authorised user(s).

If an authorised user registered originally by the business partner leaves the business partner or another employee takes over his position, all access resources must be returned to Swissgrid without being requested to do so. The registration procedure must be completed again for the new authorised user.

5 Provisions concerning power of attorney

Within the context of this agreement, the authorised representative is the person who is listed on the agreement by the business partner as authorised representative («power of attorney») and who has registered using the application form. The power of attorney shall be valid until such time as it is expressly revoked by the business partner or the authorised representative vis-à-vis Swissgrid; a different registration or publication will not alter this.

It is expressly provided that the revocation of the authorisation automatically leads to invalidity of the access authorisation of the authorised representative and the latter must return the access resources without delay. The death of the authorised user or loss of the ability to act on the part of the authorised user does not automatically mean that the granted powers of attorney expire or that its access resources become invalid. In fact, the business partner must always disclose information concerning the expiry of access authorisation or authorisation.

6 Identification procedure

Anyone using access data to log in to the customer portal or using proof of ID («Identity check») shall be deemed by Swissgrid to be an authorised user; irrespective of whether this individual is actually an authorised user.

All activities which are based on a technically error-free identity check shall be attributed to the specific authorised user.

7 Risks

The identification procedure set out in Clause 6 above means that any risks resulting (a) from manipulation of the business partner's IT systems by unauthorised parties or (b) from fraudulent use of the PIN, user ID, or OTP

token or (c) during data transmission shall be borne by the business partner. The authorised user is aware of the risks that may arise from the fact that the Swissgrid customer portal traffic flows via open installations that are available to anyone (such as public and private data transmission networks, Internet servers and access providers) (see Clause 22).

In the event of irregularities, the connection must be broken immediately and the findings reported to Swissgrid.

8 Access to the customer portal

The business partner shall access the Swissgrid customer portal via the business partner's browser.

8.1 Technical requirements

The authorised user does not require special software on its system for access to the Swissgrid customer portal, only a standard web browser with Internet access and the OTP token («Hardware»).

8.2 OTP token, User ID, PIN

The authorised user shall receive the following access resources for access to the Swissgrid customer portal:

- 1 OTP token
- 1 User ID
- 1 PIN

Each access resource shall be sent to the authorised user separately. The OTP token must be checked within a week of receipt to ensure it is functioning properly; any defects must be reported to Swissgrid, otherwise the token is deemed to be functioning properly once accepted.

8.3 Costs of the access resources

The first token sent by Swissgrid to the authorised user shall be free of charge. Replacement (e.g. in the event of loss (Clause 12), damage, etc.) of the token shall be subject to a charge and Swissgrid shall be entitled to bill CHF 150 to the business partner for the issue of a new token (invoice payable within 30 days). No costs shall be invoiced if the token is defective through no fault of the authorised user (see Clause 11).

9 How the token works

A detailed description of its functionality can be obtained from the document entitled «Operating instructions for access by the business partner to the Swissgrid customer portal».

10 Duty of care of the authorised user

The authorised user is obliged to exercise great care with regard to storing the information provided for identification purposes and the token. The token must be stored in a safe place and should not be left lying around.

The PIN must be kept confidential. Under no circumstances must it be disclosed or passed on to another person. The information provided for identification must be stored separately and must not be noted on one of the other devices or stored electronically.

The access resources may not be passed on by the authorised user to a third party. If there is any reason to assume that someone other than the authorised user has gained knowledge of the user ID or the PIN, the authorised user must notify Swissgrid immediately so that Swissgrid can block access. The authorised user

must return to Swissgrid immediately all proof of identify and will then be issued with a new access authorisation subject to a charge (see Clause 8.3).

The business partner bears full responsibility for ensuring that the above obligations are fulfilled by all the authorised users that it has registered.

The business partner is also obliged to take the necessary security steps to back up any data stored on its IT system.

If for any reason the authorised user suddenly receives access to data on the customer portal that is not meant for him, he must refrain from accessing the information and notify Swissgrid immediately of this fault and destroy any data received.

11 Defective token

In the event of faults or errors to this OTP token which may impair or reduce its ability to function, the authorised user must refrain from using it and inform Swissgrid immediately via the Stakeholder Affairs on +41 848 016 016, Fax +41 58 580 21 21 and sending an e-mail to the following address info@swissgrid.ch. The Stakeholder Affairs can be contacted during Swissgrid office hours (Monday to Friday from 7:30 am - 5:30 pm). Swissgrid will endeavour to provide a replacement as quickly as possible.

12 Lost token

Lost tokens must be reported to the Swissgrid Stakeholder Affairs by calling +41 848 016 016, Fax +41 58 580 21 21 or e-mailing info@swissgrid.ch (Monday to Friday from 7:30 am - 5.30 pm) so that Swissgrid can block access. Swissgrid will endeavour to provide a replacement as quickly as possible.

13 Forgotten PIN or user ID

If an authorised user is no longer able to remember his access data, he can contact the Swissgrid Stakeholder Affairs by calling +41 848 016 016, Fax +41 58 580 21 21 and by sending an e-mail to the following address info@swissgrid.ch (Monday to Friday from 7:30 am - 5:30 pm).

14 Block

In the event of violations and noncompliance with these GTC on the part of the authorised user, Swissgrid is entitled to block its access to the customer portal (see Clause 26).

Swissgrid is entitled to block access to the customer portal at any time.

15 Encryption

If data is transferred from the customer portal to the authorised user, the connection is encrypted, but the data content is not. However, despite encryption, it is possible in principle for an unauthorised third party to seek to gain access to the business partner's IT system unnoticed while using the Internet. The business partner should therefore implement the usual security measures to minimise the security risks that exist on the Internet (e.g. by using current anti-virus programs and firewalls); it is the business partner's responsibility to find out exactly what security precautions may be necessary. The business partner is also obliged to take the necessary security steps to back up any data stored on its IT system.

16 Availability and Support

In the event of system failures, faults or errors, Swissgrid shall try to remedy these as quickly as possible.

System restrictions or blocked access to the customer portal because of periodic maintenance work will be announced beforehand on the customer portal.

To report system failures, faults, errors and technical defects, or for questions about the customer portal, contact the Swissgrid Stakeholder Affairs by calling +41 848 016 016, Fax +41 58 580 21 21 or by e-mailing info@swissgrid.ch. The Stakeholder Affairs can be contacted during Swissgrid office hours (Monday to Friday from 7:30 am – 5:30 pm).

17 Property

The OTP token provided shall be ceded to the authorised user for its intended use only. It shall remain the property of Swissgrid.

18 Changes to terms and conditions

Swissgrid reserves the right to amend these GTC at any time. Changes shall be disclosed to the authorised user in writing, on the Swissgrid website or in some other way.

They are valid without written objection within a month of their disclosure and at any rate are deemed to have been approved the next time the electronic device is used.

19 Validity of the GTC

These GTC shall enter into effect upon signing of the agreement with the business partner.

20 Termination

Access to the customer portal can be terminated in writing by the business partner at any time.

Once deregistration is completed the access resources provided by Swissgrid must be returned immediately and unsolicited to the Swissgrid Stakeholder Affairs, Bleichemattstrasse 31, CH-5001 Aarau.

21 Confidentiality

The business partner or authorised user undertakes to consider as trade secrets and to keep confidential the information received, provided or disclosed to it by Swissgrid, irrespective of how it is stored or presented (data carrier).

The business partner or authorised user is not entitled to use the data for any other purpose than that stated in law or in the contract and within the scope of its role which it had specified to Swissgrid upon registration.

The obligated party may not provide the data to third parties, unless expressly authorised to do so pursuant to the law or the contract with Swissgrid.

In the event of requests from third parties, legal or administrative authorities concerning the disclosure of data or the relationship to Swissgrid, the obligated party must notify Swissgrid immediately and cooperate with Swissgrid in its efforts to prevent disclosure of the data and the relationship.

This confidentiality clause shall outlast the termination of the business relationship between the business partner and Swissgrid by five (5) years.

Exceptions

The obligations of this agreement shall not apply to (a) data that is already accessible to the public or is accessible without breach of these GTC, or (b) data that is brought to the attention of the obligated party by bona fide authorised third parties.

22 Data protection

Data protection and data security conform to the provisions of the Swiss Data Protection Act. The Parties undertake to comply with these provisions and to take the appropriate organisational and technical steps to guarantee data protection. The business partner shall also obligate its staff and the authorised representatives in writing to comply with the provisions governing data protection.

The business partner shall authorise Swissgrid to process its personal data within Swissgrid provided this is required for the business relationship entered into with the business partner. The personal data shall be treated in the strictest confidence and shall not be passed on to third parties.

Please be aware that Swiss law (e.g. governing data protection) is limited to Swiss territory only and consequently all data leaving Switzerland will no longer be protected under Swiss law. If data is disclosed abroad, the recipient undertakes to handle the data with the same degree of care as would be the case under Swiss data protection regulations.

23 Partial invalidity

If parts of these GTC are void or become invalid, the remainder of the GTC shall continue to be valid. The parties shall then set out and define the provisions in such a way that the desired aim is achieved with the void or invalid parts as far as possible.

24 Scope of transferred rights

The business partner shall be granted a non-transferable, non-assignable right to use the data provided by Swissgrid.

25 Breaches of contract

Access to the customer portal is solely for the purpose of obtaining the data provided. In particular, the authorised user shall not use the customer portal in any way that might damage, deactivate, overload or impair this system or that might disrupt use of the customer portal for any other party. In particular, the authorised user shall not attempt to gain unauthorised access to, or “hack” into, the customer portal, other accounts, computer systems or networks connected or accessed via the customer portal by cracking codes, illegally procuring passwords or adopting any other methods. The authorised user shall not use any methods to obtain information that is not intentionally made available to it by the customer portal.

26 Infringements of this contract

In the event that the business partner or authorised user infringes this contract, Swissgrid can block access to the customer portal immediately (see Clause 14). The business partner must bear the consequences.

Swissgrid reserves the right to make further claims.

27 Guarantee by Swissgrid

Swissgrid shall provide no guarantee that the token it has provided will be completely free of defects and that access to the customer portal will always be possible and fully correspond with the ideas of the business partner.

28 Liability

Swissgrid disclaims all liability, including liability for auxiliary personnel, in connection with and arising from this legal relationship to the extent legally permissible. Swissgrid shall accept no responsibility for damages incurred by the business partner as a result of defects or errors in the customer portal or liability for loss of earnings, indirect damages and consequential damages.

Swissgrid shall accept no liability for defective data of third parties which swissgrid places on the customer portal.

The identification procedure set out in Clause 6 above means that any risks resulting from the manipulation of the business partner's IT systems by unauthorised parties or from fraudulent use of the user ID, OTP token or PIN during data transmission shall be borne by the business partner.

Swissgrid shall accept no liability for any damages caused by transmission errors, technical defects, faults, operational failures or illegal hacking in relation to the IT systems of the business partner or of a third party or to systems and transmission networks accessible to anyone, unless Swissgrid is guilty of gross negligence. Nor shall Swissgrid be liable for damages as a result of faults, interruptions (incl. essential systems maintenance work) or overloading of Swissgrid's IT systems.

Swissgrid shall not be liable for errors or system failures relating to third-party systems with which the customer portal is connected.

29 Legal obligations on the part of Swissgrid

The business partner acknowledges that during the business relationship circumstances can arise whereby Swissgrid is legally obliged to report the business relationship to a responsible authority or terminate the business relationship. The business partner is obliged to impart information to Swissgrid upon request that Swissgrid requires in order to fulfil its legal duty to inform.

30 Original text

The GTC are drafted in German, French, Italian and English. In the event of discrepancies, the German version shall be authoritative.

31 Place of jurisdiction

The exclusive place of jurisdiction for all disputes shall be the tribunal at the headquarters of Swissgrid.

32 Applicable law

The legal relationships between the business partner and Swissgrid shall be subject to Swiss substantive law.