



GENERAL TERMS

General terms and conditions for the use of the “My Power Plant” customer portal (hereinafter referred to as the “Terms of Use”) (last amended on 27 November 2017)

The Terms of Use hereinafter apply to the use of all services provided by the customer portal (hereinafter referred to as the “Customer Portal”) that is operated by Next Kraftwerke GmbH, Lichtstrasse 43g, 50825 Köln, Germany (“Next Kraftwerke”), for the Italian market territory.

The Customer Portal may only be used in conjunction with the conclusion of one or more marketing agreements and/or service contracts, to be concluded with companies belonging to Next Kraftwerke Gruppe (hereinafter referred to as “Referenced Agreement” or “Referenced Agreements”). Apart from Next Kraftwerke itself, the companies belonging to Next Kraftwerke Gruppe (Next Kraftwerke Group) include the following:

- Next Kraftwerke AT GmbH, Next Kraftwerke AT GmbH, Franz-Josefs-Kai 27, 1010 Vienna, Austria;
- Centrales Next SAS, 75 avenue Parmentier, 75544 Paris Cedex 11, France;
- Next Kraftwerke Belgium BVBA/SPRL, Paleizenstraat 153 Rue des Palais, 1030 Brussels, Belgium;
- Elektrownie Next Sp. z o.o., Ul. Piękna 24/26A, 00-549 Warsaw, Poland;
- Centrali next s.r.l, via Aosta 4, 20155, Milan, Italy;
- Suisse Next GmbH, Wasserwerksgasse 5, 3011 Bern, Switzerland.

There are two types of user on the Customer Portal, so-called Main Users and so-called Third Party Users (collectively hereinafter referred to as “Users”) Each User possesses a user account. Any Main User shall either be party to all agreements that are to be managed via his user account, or he shall be authorised by such party to carry out management. The Main User may set up further user accounts, and configure their permissions, at will; these accounts are for the use of Third Party Users. The Main User shall act as administrator in this respect. The activities of any Third Party User shall be attributed in full to the Main User in this case.

Certain features of the Customer Portal (in particular contract management) can only be activated once the present Terms of Use have become an integral part of any marketing agreement you have concluded with Next Kraftwerke Gruppe, for example by way of a written addendum to any such agreement. You can request further information on this issue from the account manager responsible for you.

The Customer Portal provides the following convenient options: viewing the contract details of the Referenced Agreements; providing an availability (or unavailability) notice; viewing a wide range of technical and marketing-related data; and, subject to certain conditions, amending marketing-specific contract data. In the document area, Users may also access forms, the current Terms of Use, and other files.

Clause 1: General matters, freedom to provide any range of functions, availability

1. Requirement for initialisation: The Referenced Agreements may provide for an obligation to initialise the Customer Portal; this obligation can only be fulfilled by a natural person who has full legal capacity to contract and who has been duly authorised by the party to a Referenced Agreement (the following counts as due authorisation: the power of representation due to a position on a governing body; power of attorney for legal transactions). The power of attorney shall in particular include the right to amend any of the Referenced Agreements. The Main User account (cf. Clause 2(1) et seqq.) may only be initialised by such an authorised person or by the party to the Referenced Agreements himself. For each individual Referenced Agreement only a single Main User account may be created.

2. Freedom to provide any range of functions: The specific range of functions that the Customer Portal provides may be freely changed or supplemented in the future. No right to a specific range of functions shall exist to the extent that such range of functions has not been expressly guaranteed in a separate agreement.

3. Availability of the Customer Portal: To the extent possible, access to all services of the Customer Portal shall be provided without any interruption. However, technical failures, maintenance work as well as further development of the Customer Portal may lead to use of the Customer Portal being temporarily restricted; uninterrupted use can therefore not be guaranteed.

4. Notification of periods of unavailability: An obligation to provide notification of periods of unavailability that is stipulated by a Referenced Agreement shall remain in full force even if use of the Customer Portal is restricted. In this case only, and only to the extent required, there is the option of using other communication channels (vermarktung@next-kraftwerke.de or telephone number +49 (0) 221 82 00 85 830) (hereinafter referred to as the "Other Communication Channels").

Clause 2: Registration, Users, conclusion of the contract, blocking of a user account, termination of use

1. Condition for use, use provided free of charge: Before being able to use the Customer Portal, the Main User shall register for use of the Portal and accept the Terms of Use (hereinafter referred to as "Initialisation"). A natural person may not register more than once. Registration is free of charge. The same shall also apply to any services provided on the Customer Portal if and insofar as the parties to the Referenced Agreements have not expressly provided otherwise in the Referenced Agreements.

2. Registration process: During Initialisation, the Main User will be asked to specify his profile data which, apart from his first name(s), family name and e-mail address, shall in particular consist of his login details (user name and freely-chosen password). Entry of an individual registration number that establishes a link with the master data of the Referenced Agreements shall also be a requirement for Initialisation. This registration number shall be sent by post to the party to the Referenced Agreement, or to the person designated as responsible for contractual matters by such party. Should a contractual party have concluded several agreements with companies from Next Kraftwerke Gruppe, only a single registration number shall be sent. In this case, all such agreements shall automatically be released for management via the Customer Portal by means of the central user account of the Main User. The same shall also apply if different contractual parties have concluded Referenced Agreements but have designated the same person as responsible for contractual matters. A request to assign an agreement to a different User may be conveyed to Next Kraftwerke at any time.

3. Conclusion of a Customer Portal Use Contract: When the Main User accepts the Terms of Use by clicking on "I accept" (sentence 1 of Clause 2(1)), the Main User and Next Kraftwerke shall thereby have effectively concluded an agreement on the use of the customer portal (hereinafter referred to as the "Customer Portal Use Contract"). The Terms of Use shall thereby also become an integral part of any Referenced Agreement.

4. Main User's obligation to verify data: After his successful registration the Main User shall undertake to verify, to the extent possible, whether the contractual data provided are accurate. Next Kraftwerke shall be promptly notified of any possible deviation.

5. Creating Third Party Users: After completing registration, the Main User may create further Third Party Users and provide each Third Party User with individual permissions. Third Party Users may, for instance, be granted permission to access specific plants and/or agreements and/or other Users. A Third Party User shall then receive a registration code by e-mail that will enable him to register. Next Kraftwerke shall assume that any Third Party User will have been duly authorised to exercise these powers. Should the authorisation of a Third Party User be amended, revoked and/or cease to be valid for any other reason, it shall be the responsibility of the Main User to adjust the Third Party User's user status accordingly. The Main User shall be responsible for ensuring that the Third Party Users assigned to his user account comply with the Terms of Use. The Main User, and any party to a relevant Referenced Agreement, shall be liable for any actions or legal transactions that a Third Party User performs in connection with the Customer Portal.

6. The Main User shall only be entitled to assign the Customer Portal Use Contract to another natural person with the written consent of Next Kraftwerke.

7. Blocking of a user account: Next Kraftwerke reserves the right to block a user account in individual cases if there is tangible evidence that a User is in breach of, or has breached, these Terms of Use or applicable law, or provided there is any other legitimate interest in blocking a user account. Such legitimate interest particularly exists if there is tangible evidence that an unauthorised person is using, or has used, the user account. Any unavailability or availability notice shall be transmitted via the Other Communication Channels in that case. Next Kraftwerke will promptly notify the User concerned about the blocking of the account and the reason for such blocking. The user account can be reactivated subsequently.

8. Term of the Customer Portal Use Contract: The Customer Portal Use Contract shall be concluded for an indefinite period of time, and shall automatically end with the termination of the last Referenced Agreement. From the date of termination, the User will no longer be able to use the Customer Portal.

Clause 3: Handling of login details, use by a third party, IP address

1. Confidentiality of login details: A User shall keep his login details secret. On no account may the login details be disclosed to third parties, and on no account may third parties use the Customer Portal. Should evidence exist that a User's login details are no longer secret, Next Kraftwerke shall be notified of this fact without undue delay.

2. Storing of IP address: Next Kraftwerke shall be entitled to store a User's IP address for a period of one year. Storing is exclusively carried out so that plausibility checks may be conducted with regard to unauthorised use, and in order to track whether changes performed on the Customer Portal were in fact carried out by the User.

3. Attribution of unauthorised use: Should an unauthorised third party, and not the User himself, use the Customer Portal in an unauthorised manner with the User's login details, any act that is performed by such a person shall be attributed to the User.

Clause 4: Liability

The following liability provision shall apply to the use of the Customer Portal and any resulting damage:

1. Liability for wilful misconduct and gross negligence: The Parties to this Agreement shall have unlimited liability insofar the cause of damage is due to a wilful, or grossly negligent, breach of obligations by one of the Parties, their legal representative, or a person employed by them to perform an obligation.

2. Liability for ordinary negligence: In the following cases the Parties to this Agreement shall also be liable for the breach of any material obligation that occurs with ordinary negligence: such breach puts the fulfilment of the contractual purpose at risk; the fulfilment of such obligation constitutes a *conditio sine qua non* for the proper performance of the Agreement; and the Users regularly rely on the fulfilment of such obligation. In that case, however, the Parties shall only be liable for the foreseeable damage that is typical for this type of agreement.

3. Liability for injury to life, body or health: The aforementioned limitations of liability shall not apply to injuries to life, body or health.

4. Exclusion of liability in all other cases: Except in the cases referred to in Subclauses 1 to 3, the Parties to this Agreement shall not be liable for acts of infringement that occur as a result of ordinary negligence.

5. Liability of employees, representatives and persons employed to perform an obligation: Insofar as the liability of the Parties to this Agreement is ruled out or limited, this shall also apply to the personal liability of employees, representatives and persons employed to perform an obligation.

Clause 5: Content, copyright

1. Copyright: The content made available on the Customer Portal, as well as its composition, is protected by industrial property rights (in particular copyrights and trademark rights) belonging to Next Kraftwerke. This in particular includes graphics, logos, headers and scripts. The use of any content shall only be permitted for the purposes specified in the Terms of Use (particularly as provided for under the following clause) and for the purposes specified on the Customer Portal itself. The following shall not be permitted: extracting and/or reusing Customer Portal services, or parts thereof; such acts shall in particular not be permitted when they involve the use of data mining or similar programmes for data collection or extraction.

2. Use: Unless expressly agreed otherwise, any content may be used to the extent that is required for the proper performance of the Referenced Agreements. Content may also be used for internal company purposes (the basis for this is the company that is party to the Referenced Agreements), provided this does not adversely affect the contractual purpose of the Referenced Agreements.

3. Disclosure prohibition: It is in particular prohibited to allow other companies that are active on the electricity market in any way, whether as consultant, trader, or in any other form, to inspect the Customer Portal, both directly and indirectly (e.g. by providing screenshots).

Clause 6: Data protection

1. Data collection and processing: Next Kraftwerke shall collect and process personal data for the sole reason and solely to the extent that this is required in the context of using this Customer Portal for the proper performance of the Referenced Agreements. Next Kraftwerke shall carry out processing of a User's personal data under its own responsibility and shall insofar be the responsible party under data-protection law.

2. Data protection compliance: In the context of processing personal data, Next Kraftwerke shall observe all applicable laws and provisions under data-protection law.

Clause 7: Changes to the master data

1. Possibility of amending data: Once the Terms of Use have successfully become an integral part of a Referenced Agreement, Next Kraftwerke will, after the corresponding feature has been implemented on the Customer Portal, activate the option that allows the amendment of certain contractual data in respect of the Referenced Agreement.

2. Effectiveness of a change in the data: Any amendment of the data of a Referenced Agreement carried out by a User on the Customer Portal shall constitute a request for contract amendment. The fact that the Terms of Use have become an integral part of the respective Referenced Agreement shall already constitute an acceptance in advance of this request by Next Kraftwerke. Any written form requirement shall not apply in this respect. Input errors shall not prevent a contract amendment.

Before applying a change, Next Kraftwerke reserves the right in particular cases, however, to consult with the parties to the agreement or the person notified to Next Kraftwerke as responsible for contractual matters in order to remove any inconsistencies. However, Next Kraftwerke shall have no obligations in this respect.

Clause 8: Amendment of Terms of Use

1. Amendment process in general: Next Kraftwerke reserves the right to amend or supplement the Terms of Use. In this case, the User will be advised of such an amendment when he next uses the Customer Portal, and he will be requested to agree to it.

If the Main User accepts the amended terms, any such amendment shall apply both to the existing Customer Portal Use Contract concluded with the Main User and to any Referenced Agreements of which the Terms of Use have become an integral part.

2. Simplified amendment process: Amendments may also be implemented in the following manner: an amendment shall be valid if Next Kraftwerke notifies the Main User in text form of the planned amendment, and the Main User does not object to this amendment within six weeks of taking note of it. At the beginning of this period of time, Next Kraftwerke shall advise the Main User on any consequences of his failure to respond to this notification. Such an approach shall only be permitted if the following events make this course of action necessary: amendments to the relevant laws (in particular the German Civil Code [Bürgerliches Gesetzbuch – BGB], the German Renewable Energy Sources Act [Erneuerbare-Energien-Gesetz – EEG], the German Energy Industry Act [Energiewirtschaftsgesetz – EnWG] and related regulations); a change in the case-law of the German supreme federal courts; an extension or restriction of the range of Customer Portal functions; or the need to remove doubts as to interpretation. Should such an event occur, amendments will be carried out only to the extent that they are required to remedy the deficiency.

Clause 9: Final provisions

1. Governing law: The law of the Federal Republic of Germany shall apply to the Customer Portal Use Contract agreed with the Main User, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

2. Place of jurisdiction: The exclusive place of jurisdiction (international and local jurisdiction) for any disputes arising from, or in connection with, the Customer Portal Use Contract or its validity shall be Cologne (German name: Köln), Germany.

3. Severability clause: Should an individual provision of these Terms of Use be or become invalid or infeasible, either in part or in whole, or should a necessary provision be missing, the validity of the remaining provisions shall remain unaffected thereby.
