Terms of Use of the Energie Codes und Services GmbH ("Authorised Issuing Representative") for the issuing and administration of BDEW code numbers for the German electricity market

These Terms of Use shall govern the permission to use BDEW code numbers (BDEW Code Number Agreement [BDEW-Codenummernvertrag]) from 1 January 2027 onwards. By using the BDEW code numbers after 1 January 2027, the owner of the BDEW code number implicitly accepts these Terms of Use.

Permission to use the BDEW code numbers is given exclusively for the purpose of participation in the German electricity market. The data contained in the BDEW code number database may not be used for any other purpose (advertising etc.). The permission and use do not confer any rights of ownership in the BDEW code numbers.

In addition to the statutory legislation (e.g. German Energy Industry Act [Energiewirtschaftsgesetz, EnWG], German Renewable Energy Sources Act [Erneuerbare-Energien-Gesetz, EEG]), the decisions and communications on business processes and data formats published by Ruling Chambers 6 and 7 of the German Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railways ("BNetzA") shall also apply.

The Authorised Issuing Representative is responsible for the allocation and administration of BDEW code numbers on behalf of BDEW Bundesverband der Energie- und Wasserwirtschaft e.V., on the basis of these Terms of Use and the aforementioned statutory and regulatory provisions.

1 Eligibility

(1) Any legal person or natural person who participates in the German electricity market is entitled to apply for a BDEW code number. Market participants need a separate code number for each market role (market function) in the electricity market. A market participant may only be assigned exactly **one** market partner ID for each market role (market function).

(2) Applying for a BDEW code number does not establish ownership of the BDEW code number. A BDEW code number may not be passed on or sold. Any transfer may only take place in accordance with section 8 below.

2 Application for a new BDEW code number to be issued

(1) All applications for BDEW code numbers to be issued are handled through the website www.bdew-codes.de. By sending an application, the applicant accepts these Terms of Use and the fees.

(2) The application must include the following information:

- Company name of the future owner of the BDEW code number corresponding to the wording recorded in the Commercial Register, or first name and surname in the case of natural persons.

- Address (house number, street, post code, town/city) as it appears in the Commercial Register
- Company website, if available
- Market role (market function)
- Electricity licence (section 4 of the German Electricity Duty Act [Stromsteuergesetz, StromStG]), in the case of suppliers, where relevant for that market role
- General email address
- VAT identification number (mandatory if company has its registered office in the European Union)
- Telephone number
- Contact person including contact details (first name and surname, telephone number, email address)
- If available, the Global Location Number (GLN of GS1), if this is to be used as an alternative in a market function in the German electricity market
- Details for invoice recipient, including contact details (first name and surname, telephone number, email address) if different from company/potential code owner details.

By submitting the application, the applicant warrants that the details contained in the application are accurate and that the applicant is entitled to apply for, and use, the BDEW code number, in particular that the registration and use of the BDEW code number neither infringes the rights of third parties nor violates any general laws. The applicant also undertakes to fully comply with these Terms of Use. In addition, the applicant undertakes to use any BDEW code number exclusively within the German electricity market.

(3) By submitting an application, the owner of the BDEW code number agrees to their allocated BDEW code number being published together with all of the information on the company and contact person provided with the application.

3 Issuing of BDEW code numbers by the Authorised Issuing Representative

(1) The examination of applications and the issuing of BDEW code numbers will generally be performed on a first come, first served basis. If the application is accurate and complete and the relevant requirements are met, the BDEW code number will be allocated by the Authorised Issuing Representative within ten working days, with the applicant being duly informed by email and a publication made in the list of codes on www.bdew-codes.de. If an application is rejected, the applicant will similarly be notified of the rejection and the grounds for the rejection by email.

(2) Each allocation of a BDEW code number gives rise to a contract between the Authorised Issuing Representative and the applicant, under the provisions of these Terms of Use.

(3) The applicant for the BDEW code number must check the details stated in the application confirmation immediately and, where necessary, contact the Authorised Issuing Representative to correct it. Any changes must be communicated to the Authorised Issuing Representative without delay in writing or other text form (e.g. email).

(4) The Authorised Issuing Representative warrants that the personal data of the applicant or the owner of the BDEW code number may only be disclosed to third parties involved in the processing and performance of the BDEW Code Number Agreement and will not be used or disclosed for the purpose of advertising.

(5) The Authorised Issuing Representative is authorised to involve third parties in the allocation and administration of the BDEW code numbers and will inform the BDEW code number owners by email in the event of such involvement. By continuing to use the BDEW code numbers, the BDEW code number owner consents to this involvement and any disclosure of data necessary for the performance of said agreement. If the owner of the BDEW code number does not agree, the owner has the right to terminate the contract, without notice, within four weeks of the Authorised Issuing Representative sending the email containing the relevant notification.

4 Obligations of the Authorised Issuing Representative

(1) The Authorised Issuing Representative must ensure that BDEW code numbers will not be allocated more than once (avoidance of conflict).

(2) The Authorised Issuing Representative does not check whether the registration of a BDEW code number or its use by the owner of the BDEW code number infringes the rights of third parties.

(3) The Authorised Issuing Representative will publish the list of companies with the data provided in the application and the allocated BDEW code numbers at www.bdew-codes.de .

5 Obligations of the BDEW code number owner

(1) The BDEW code number owner may use the allocated BDEW code number to participate in market communication in the German electricity market.

(2) The BDEW code number owner undertakes to take due note of and comply with the current version of these Terms of Use for the issuing of BDEW code numbers.

(3) The owner of the BDEW code number is obliged to check the accuracy of the publication of the BDEW code number allocated to it and the associated information on the websites and to inform the Authorised Issuing Representative immediately of any need for correction in connection with the publication of their BDEW code number. The owner of the BDEW code number undertakes to inform the Authorised Issuing Representative in writing or other text form (e.g. email) immediately of any changes to its information and/or its registered office. The contact person for a BDEW code number can change their personal contact details themselves. All other changes must be sent to the Authorised Issuing Representative by email. The owner of the BDEW code number shall also inform the Authorised Issuing Representative, if the owner of the BDEW code number is ceasing their activities or is no longer participating in the German electricity market and shall duly send a notice of termination of the respective usage agreement (see section 11); their BDEW code number will then no longer be published. The Authorised Issuing Representative shall not be liable for any loss or damage resulting from a failure to give notice of the cessation of business activities or non-participation in the German electricity market after the point at which the respective cessation or non-participation has occurred.

(4) BDEW code numbers may only be used by the owner of the BDEW code number for participating in and carrying out market communications within the German electricity market. Misuse can lead to the blocking of a BDEW code number by the Authorised Issuing Representative and the termination of the usage agreement without notice and to claims for damages by the Authorised Issuing Representative. Misuse is deemed to have occurred, for example, when a BDEW code number is transferred to a third party without written authorisation from the Authorised Issuing Representative.

6 Fees

(1) The owner of the BDEW code number undertakes to pay the fees set out in the published price list to the Authorised Issuing Representative or, where applicable, to a third party engaged by the Authorised Issuing Representative.

(2) For the purposes of the fee to be paid, all issued codes (BDEW code numbers, Energy Identification Codes (EIC), electricity grid operator numbers) will be tallied together at the relevant settlement date and billed together. The relevant billing date for ascertaining the annual fee to be billed is 1 January each year.

(3) The annual fee to be billed comprises one fee per code number owner and one fee per code number. The fees are net prices based on a quantity scale. The basis for ascertaining the quantity scale is the total number of BDEW codes (electricity network operator numbers, BDEW code numbers and EIC codes) valid on the relevant billing date.

(4) Owners of codes who hold a valid code on 1 January of a given year ("existing customers") will normally be billed in advance in the first quarter for the annual fee for that calendar year. Newly added codes will only be included in the calculation of the fee at the next billing date (1 January).

(5) Market participants who are allocated a code (BDEW code numbers, EIC or electricity network operator numbers) for the first time[1] during the year ("new customers") will, in the case of such a commencement of contract during the year, be billed the annual fee on a pro rata basis for the remaining months. Codes added after that will first be included in the calculation of the annual fee at the next billing date.

(6) The owner of the BDEW code number shall bear the costs of applicable bank fees or other fees. Reimbursements are not possible.

(7) The Authorised Issuing Representative is entitled to send bills via email to the owner of the BDEW code number or the administrative contact partner.

(8) The Authorised Issuing Representative may amend the price list once a year, effective 1 January of a new calendar year, giving three months' notice. The Authorised Issuing Representative will only amend the price list if it has a legitimate interest in doing so, in particular, for example, in the event of increased issuing or administrative costs. The owner of the BDEW code number will be informed accordingly by way of an email stating the reason(s) for the change. If the owner of the BDEW code number does not agree to the new fees, they have a right to terminate the contract, without notice, within four weeks of the Authorised Issuing Representative sending the email containing the relevant notification.

(9) The Authorised Issuing Representative is entitled to outsource the billing for the issuing and administration of BDEW code numbers to third parties. The owner of a BDEW code number hereby expresses their consent to the disclosure of the required information, including personal details, to the relevant company which will be duly named beforehand.

7 Liability

(1) The Authorised Issuing Representative makes no guarantee as to the accuracy of the published information on the BDEW code numbers, owners and contact persons. The contact persons and

[1] For the first time means that the company has not currently been allocated an active code (BDEW code number, EIC or electricity network operator number).

owners of the BDEW code number are solely responsible for the accuracy and completeness of the information pertaining to them.

(2) The Authorised Issuing Representative and the owner of the BDEW code number are only liable to each other for property damage and financial losses which arise from a culpable violation of material contractual obligations. In the case of culpability as a result of simple negligence, liability is limited to loss or damage which can typically be foreseen in relation to this type of contractual agreement.

(3) In the event of a violation of non-material contractual obligations, the parties to the contract are liable to one another only for intentional and grossly negligent acts, with the liability for property damage and financial losses caused by gross negligence limited, to the extent permitted by law, to the loss or damage which can typically be foreseen in relation to this type of contractual agreement. Material contractual obligations are understood here to mean those obligations which must be fulfilled to enable the due and proper performance of the contract and on the observance of which the respective other party to the contract will, as a general rule, rely and is entitled to rely. Loss and damage which can typically be foreseen in relation to this type of contract are those which the parties, at the time of entering into the contract, foresaw as a possible consequence of a contractual violation or, taking into account the circumstances known to them or which they had to have recognised, which the parties ought to have foreseen when applying the degree of care customary in the course of trade.

(4) Subsections 1 to 3 above shall also apply in respect of legal representatives, employees as well as the vicarious agents or performing agents of the parties to the contract.
The limitations to liability above shall not apply where liability is mandated under the law.

8 Transfer of BDEW code numbers

(1) Legal entities may only apply for a BDEW code number to be transferred to their legal successor in the event of a legal succession under the German Transformation Act [Umwandlungsgesetz] (merger, split-up or split-off, spin-off, transfer of assets, change of legal form) upon submission of proof of such legal succession. The future owner of the BDEW code number must meet the requirements under section 1 above.

(2) The Authorised Issuing Representative will then transfer the BDEW code number to the legal successor after submission of the documents proving that it is indeed the legal successor.

(3) The transfer of the BDEW code number will then become effective for the legal successor upon respective publication. The previous and the new owners of the BDEW code number are obliged to notify their contractual partners of the transfer of the BDEW code number.

9 Cessation of the publication of the BDEW code number; blocking

(1) The BDEW code number owner may request the cessation of publication of a BDEW code number at any time by email or letter. The contractual agreement remains unaffected in such a case and must, where applicable, be terminated separately in accordance with section 11 below.

(2) The Authorised Issuing Representative may block a BDEW code number for good cause with immediate effect and thus no longer publish it. The contractual agreement remains unaffected in such a case and must, where applicable, be terminated separately in accordance with section 11 below.

Good cause for a block exists, for example, if
a) the owner of a BDEW code number has undertaken, in writing, without restriction and under penalty of law, not to use a BDEW code number or the owner has issued a final declaration to that effect

in preliminary injunction proceedings, or a corresponding final judgment on the substance of the case has been handed down against the owner of the EIC code or
b) the owner of the BDEW code number has violated material contractual obligations and continues to violate them after written warnings and the setting of time limits, in particular by using a BDEW code number for purposes other than participation in the German electricity market, continues to violate their contractual obligations despite repeated requests not to do so or
c) the information provided by the owner of the BDEW code number to the Authorised Issuing Representative is false or
d) the Authorised Issuing Representative no longer performs the issuing and administration of the BDEW code numbers or
e) the owner of the BDEW code number has ceased their commercial activities.

(3) Once the termination as per section 11 below or the block has taken effect, the owner of the BDEW code number loses the right to continue to use the BDEW code number. Where necessary for the due and proper termination of the contractual relationship of the owner of the BDEW code number, the owner is permitted, notwithstanding sentence 1 above, to use the BDEW code number for final transactions. In the case of continued use of the BDEW code number contrary to these provisions (e.g. for new contracts), the user is liable for any loss or damage caused.

(4) An inactive BDEW code number will be re-issued by the Authorised Issuing Representative no sooner than ten years after the blocking.

10 Amendment of the Terms of Use, communication channel

(1) Where it is necessary to amend these Terms of Use - in particular due to a change in legislation, a change in the case law handed down by the supreme court or a change in the market conditions - the Authorised Issuing Representative is entitled to modify these Terms of Use accordingly. Owners of BDEW code numbers will be notified of any amendments at least three months before they take effect, unless a different time limit has been set by the legislature.

(2) The Authorised Issuing Representative is entitled to communicate amendments as per subsection (1) above via email to the owner of the BDEW code number or the administrative contact partner.

(3) If the owner of the BDEW code number does not agree to a change of the Terms of Use as per subsection (1) above, they have a right to terminate the contract, without notice, within four weeks of the Authorised Issuing Representative sending the email containing the relevant notification.
If the owner of a BDEW code number does not exercise its right of termination despite the respective notification, the new Terms of Use shall be deemed as having been accepted. The owner of a BDEW code number will be informed of this consequence in the notification of amendment.

11 Term and termination

(1) The usage agreement is concluded for an indefinite period of time.

(2) The contractual relationship may be terminated by either party by giving 3 months' notice, effective at the end of a calendar year, unless a longer notice period is stipulated by law. Termination must be in writing or other text form (e.g. email).

12 Choice of law and place of jurisdiction

The BDEW Code Number Agreement is governed by German law. To the extent permitted, Berlin is the exclusive place of jurisdiction. The Authorised Issuing Representative is also entitled to bring legal action in the BDEW code number's place of general jurisdiction.

13 Contact

Energie Codes und Services GmbH is registered in the Commercial Register; its registered office is in Berlin (Local Court of Charlottenburg [Amtsgericht Charlottenburg], Commercial Register, Part B 179968 B).

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