

General terms and conditions governing the exchange of data

1 Scope of application

- 1.1 These general terms and conditions governing the exchange of data apply to all companies, hereinafter referred to as data recipients, that wish to agree, establish and operate individual data exchange with one or more network operators belonging to Primeo Energie: Primeo Netz AG and Aare Versorgungs AG (AVAG), hereinafter referred to as data suppliers.
- 1.2 The individual agreements apply to an area of application that goes beyond the current definition of SDAT (standardised exchange of data for the Swiss electricity market) or in the case of supplementary exchange of data agreements to SDAT.
- 1.3 If there is a change in the law or the market (e.g. implementation and launch of Datahub Switzerland) that renders the purpose of such an individual agreement null and void, the Parties may terminate the agreement at any time.

2 Request and agreement

- 2.1 An individual exchange of data must be requested from the data supplier in writing. Requests will be answered by the data supplier within 20 working days.
- 2.2 To agree on the individual exchange of data, an individual contract must be agreed between the parties to govern the exchange of data.
- 2.3 The implementation (as a rule project-specific), acceptance and operation of the exchange of data must be worked out individually between the Parties and regulated in a contract.

3 Prices

- 3.1 Depending on the effort involved in the exchange of data to be agreed, costs may be incurred by the data supplier for the establishment and operation of an individual exchange of data, which can be invoiced to the data recipient and are contractually agreed. The terms of payment are also regulated.

- 3.2 The costs of setting up and operating the exchange of data for the data recipient are borne by the data recipient.

4 Liability and secrecy

- 4.1 The data supplier is liable for damage caused by the delivery of incorrect or incomplete data, insofar as it is attributable to its fault. The data recipient is liable in the event of misuse, breaches of purpose limitation or breaches of data protection. Liability is excluded to the extent permitted by law.
- 4.2 The parties undertake to maintain the secrecy of all facts, information and data of which they become aware in connection with this agreement and in whose secrecy the disclosing party has an interest. The duty of confidentiality also includes the prohibition of use for non-contractual purposes. Information that is generally known or that is lawfully acquired by a party independently of this agreement is not be subject to secrecy. Statutory disclosure obligations are also reserved. Each party must return and/or destroy all documents and information at the first request of the disclosing party.

5 Data protection

- 5.1 The parties undertake to comply with the applicable federal act on data protection (FADP).
- 5.2 All data transmitted must be treated confidentially. Both parties undertake to ensure that data is exchanged with the utmost care and security (e.g. to protect against unauthorised access, integrity and availability measures, etc.).

6 Jurisdiction and applicable law

- 6.1 The parties must first endeavour to resolve any disputes arising from this agreement amicably. The exclusive place of jurisdiction is Münchenstein, canton of Basel-Landschaft. Swiss law applies to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods.