

## Climex Participation Contract Spot Transactions

- 1) Company name of Participant:
- 2) Address :
- 3) Postal code – City – Country:
- 4) Chamber of Commerce registration number:
- 5) Registry Number of the Operator Holding Account:
- 6) Country where register is situated:
- 7) Name of Legal representative:
- 8) Name of contact person:
- 9) Contact's position:
- 10) Address of contact :
- 11) Postal code – City – Country:
- 12) Contact's telephone number:
- 13) Contact's fax number:
- 14) Contact's e-mail address:
- 15) VAT Number:
- 16) Bank account number of the Participant:
- 17) Name of Bank:
- 18) BIC (Bank Identification Code):
- 19) IBAN (International Bank Account Number):
- 20) Personal Holding Account with the Emission Registry

The Participant wishes to use the Services of Climex, including access to the Climex Trading Platform, for the purposes of entering into Spot Transactions. The Participant requests the Services by means of this Climex Participation Contract. The Agreement between Climex and the Participant is concluded when Climex signs two copies of this Climex Participation Contract. Climex will send the Participant one signed copy of the Climex Participation Contract.

The fee for the Services for Spot Transactions is published on the Climex website ([www.climex.com](http://www.climex.com)). The Participant declares that the following Authorised User(s) may perform Spot Transactions on its behalf:

- 21) **Name of 1<sup>st</sup> Authorised User:**
- 22) Job title:
- 23) Passport number:
- 24) Telephone number:
- 25) Fax number:
- 26) E-mail address:
- 27) **Name of 2<sup>nd</sup> Authorised User:**
- 28) Job title:
- 29) Passport number:
- 30) Telephone number:
- 31) Fax number:
- 32) E-mail address:

The Participant will provide Climex with the information and documents as described in appendix A of the APX Participation Agreement CSS, together with two copies of the signed Climex Participation Contract and two copies of the signed Participation Agreement CSS.

In addition to the abovementioned documents, Climex is - at its sole discretion - entitled to request additional information from the Participant, in order to verify whether the Participant fulfils all requirements for access to the Climex Trading Platform or such information Climex reasonably deems to be fit.

The Climex General Terms and Conditions, the Climex Trading Rules and the Climex Rulebook form part of this Climex Participation Contract. The Participant acknowledges that it has received those documents, as well as the Climex user's guide. Capitalised terms are defined in the Climex Definitions.

All notices, messages or Confirmations sent by the Participant to Climex or by Climex to the Participant must be sent to the above-mentioned address, fax number or e-mail address of the Participant's contact (if sent to the Participant) or to the address, fax number or e-mail address of Climex indicated below (if sent to Climex), and must be in the English language (or such other language as approved by Climex for communication between Climex and the Participant). Changes of address must be sent to the most recent address given.

Agreed and signed in duplicate, in \_\_\_\_\_ on \_\_\_\_\_ 2009.

\_\_\_\_\_  
Participant's signature  
Name of legal representative

\_\_\_\_\_  
Signature on behalf of Climex B.V.  
Name of legal representative

Mr. A. Posthumus

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Climex contact information:  
P.O. Box 8213  
3503 RE Utrecht  
Tel. +31 (0)30 291 9940  
Fax +31 (0)30 291 9833  
E-mail address: [csdesk@climex.com](mailto:csdesk@climex.com)