

## SCHEDULE 2 – PARTICIPANT AGREEMENT – CARBON – VIEW ONLY PARTICIPANTS

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### Parties

1. emsTradepoint Limited (**emsTradepoint**); and

2. Name of Company: \_\_\_\_\_

Address for Service: \_\_\_\_\_

\_\_\_\_\_

(If different from the address for service)

Country: \_\_\_\_\_

Email Address: \_\_\_\_\_

(This is the email address that electronic communications will be sent to (other than those electronic communications transmitted through the Trading System))

Telephone Numbers and name of relevant representative:

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

(These are the telephone numbers for telephone communications under the Market Rules. A maximum of three numbers may be provided.)

Registered Company (or other body corporate) number and place of registration

\_\_\_\_\_

\_\_\_\_\_

**(Participant)**

together, **Parties**

### Background

A. emsTradepoint operates and maintains the Market to enable Participants to trade Units (and other Commodities) through the Trading System in accordance with the Market Rules.

B. The Participant wishes to access the Trading System.

### Agreement

## Interpretation

1. In this Agreement the words listed below have the corresponding meaning unless the context requires otherwise;
  - a. **Data** is the information displayed to the Participant through the Trading System or on the emsTradepoint Website;
  - b. **emsTradepoint Website** - is the website maintained by emsTradepoint for the purpose of operating the Trading System at [www.emsTradepoint.co.nz](http://www.emsTradepoint.co.nz) or such other website address Notified to Participants by emsTradepoint;
  - c. **Trading System** - is the screen based real time electronic trading system operated by emsTradepoint for the relevant Market, including all relevant hardware and Data, but excludes Participant hardware and software and the telecommunications system;

## Access to the Market

2. emsTradepoint grants the Participant the right to access the Trading System and the Data, in accordance with the terms set out in this Agreement.

## Rights and Obligations of the Participant

3. emsTradepoint may cease operation of the Trading System at any time.

## Protection of Service and Data

4. The Data, the Trading System, the emsTradepoint Website any operating instructions and material published by emsTradepoint, and all associated Intellectual Property (emsTradepoint Materials), are and at all times remain, as between emsTradepoint and the Participant, the property of and Confidential Information of, emsTradepoint.
5. The emsTradepoint Materials may only be used for the Participant's own internal management purposes (including related analysis and reporting), (Permitted Use) and may not be used for any other purpose.
6. The Participant must not:
  - (a) sub-license the use of, or supply, any emsTradepoint Materials and/or any part of them to a third party;
  - (b) delete, modify, or damage any software program comprised in the Service and/or installed on any equipment operated by or on behalf of emsTradepoint in

connection with the operation of the Trading System or any Data, or decompile, reverse engineer, disassemble or otherwise reduce, in whole or in part, any such software program or any Data to eye readable form or consent to any third party doing so;

(c) other than for the Permitted Use, download and/or access any software program comprised in the Service and/or installed on any equipment operated by or on behalf of emsTradePoint in connection with the operation of the Trading System or any Data;

(d) assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the emsTradePoint Materials for itself or on behalf of a third party or make the same available to any such third party, provided that the Participant is permitted to authorise any individual engaged by the Participant as an independent contractor to access Trading System, in accordance with, and subject to this Agreement in the name of the Participant;

(e) delete, modify, remove or in any way obscure any copyright and proprietary notices of emsTradePoint or any third party on any copy of any emsTradePoint Materials;

(f) other than for the Permitted Use, download, modify, copy or adapt any emsTradePoint Materials, and nothing in this Agreement permits or in any way entitles the Participant to create or make derivative works based on, or compilations of data derived from, any emsTradePoint Materials;

(g) sell or otherwise dispose of equipment on which any part of the Data, or a copy of it, is stored, kept or to be found without first ensuring that the Data and all such copies have been deleted; or

(h) use, duplicate or display any part of any emsTradePoint Materials in any manner not expressly permitted by this Agreement (or permit any third party to do so).

**Copies:** The Participant is entitled to make such transient electronic copies of screen displays generated by the Trading System as it reasonably requires in order to view Data and use the Service.

## Termination

7. This Participant Agreement may be terminated by emsTradePoint at any time by giving notice to the Participant.

## Applicable Law and Competent Court

8. This Participant Agreement is governed exclusively by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

Agreed and signed in duplicate and initialled on all pages by authorised representatives of the Participant and emsTradePoint:

**SIGNED** on behalf of **EMSTRADEPOINT LIMITED** by:

**SIGNED** on behalf of \_\_\_\_\_ by:

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of authorised representative

\_\_\_\_\_  
Name of authorised representative

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

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

*All Applicants to **attach**:*

*Any other information required by emsTradePoint at the time of application to become a Participant (without prejudice to emsTradePoint's right to request further information after application)*