

REMIT Data Services Agreement

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1. General Information

Pursuant to Article 8 of the Regulation (EU) No 1227/2011 on Wholesale Energy Market Integrity and Transparency (“**REMIT**”) in connection with Article 6 of the REMIT Implementing Regulation (EU) No 1348/2014 (“**Implementing Regulation**”), Market Participants, as defined in REMIT, shall report details of wholesale energy products executed at an organised market place (“**OMP**”), as defined in the Implementing Regulation, including matched and unmatched orders to the Agency for Cooperation of Energy Regulators (“**ACER**”) through the OMP concerned, or through trade matching or trade reporting systems. While the overall responsibility lies with the Market Participants, their reporting obligation shall be considered to be fulfilled once the required information is received by ACER from the OMP concerned, or through trade matching or trade reporting systems. European Energy Exchange– Regulated Market (“**EEX RM**”), European Energy Exchange – Non-MTF (“**EEX Non-MTF**”), EPEX SPOT (“**EPEX**”), Gaspoint Nordic (“**Gaspoint Nordic**”), Powernext – Spot & Regulated Market (“**Powernext Spot & RM**”) and Powernext – Non-MTF (“**Powernext Non-MTF**”) as OMPs of the EEX Group herewith each offer – in accordance with Article 6 of the Implementing Regulation – services under a REMIT Data Services Agreement (“**Agreement**”) to their respective Market Participants.

Through this Agreement, the OMPs concerned offer the Market Participants a range of reporting services allowing them to comply with the requirements of REMIT and its Implementing Regulation (“**REMIT Data Services**”). The REMIT Data Services offered are detailed in section 2.2 of this Agreement.

Please note that although there is one common form, general conditions and price list for all OMPs, the submission of a completed form leads to a legal agreement between the Market Participant and the corresponding operator (“**Contracting Party**”):

OMP	Contracting Party
EEX RM	European Energy Exchange AG (“EEX”)
EEX Non-MTF	European Energy Exchange AG (“EEX”)
EPEX SPOT	EPEX SPOT SE
Gaspoint Nordic	Gaspoint Nordic A/S
Powernext Spot & RM	Powernext SA (“Powernext”)
Powernext Non-MTF	Powernext SA (“Powernext”)

A one-stop shop procedure has been put in place for the Market Participants of any of the mentioned OMPs within EEX Group, so that irrespective of the number of memberships across the EEX Group, only one completed form may be sent to any of the corresponding OMPs. The original document shall be returned

for single EPEX memberships to	for single EEX, Powernext or Gaspoint Nordic memberships or any multiple memberships to
EPEX SPOT SE Membership 5 Boulevard Montmartre F-75002 Paris +33 1 73 03 61 89 membership@epexspot.com	European Energy Exchange AG Compliance Services Augustusplatz 9 D-04109 Leipzig +49 (0) 341 2156 - 380 compliance-services@eex.com

2. Subscription Form for REMIT Data Services

2.1. Market Participant data

Market Participant (complete name of the company)	
The Agreement request concerns the following OMP(s)	
<input type="checkbox"/> EEX (including both EEX RM and EEX Non-MTF) <input type="checkbox"/> EPEX¹ <input type="checkbox"/> Gaspoint Nordic <input type="checkbox"/> Powernext (including both Powernext Spot & RM and Powernext Non-MTF)	
Please note that the box you tick constitutes a binding agreement with each selected Contracting Party.	
Legal Entity Identifier (LEI)²	
ACER Code³	
Name of contact person	Name of invoice recipient
Street or P.O.B. of contact person	Street or P.O.B. of invoice recipient
Postal code, city and country of contact person	Postal code, city and country of invoice recipient
Email address of contact person	Email address of invoice recipient
Telephone of contact person	Fax of contact person

¹ Please note that if you are an EPEX member based in Switzerland, the subscription to the REMIT Data Services automatically implies data reporting to ElCom (the Swiss national regulatory authority) pursuant to chapter 4 of the Swiss Electricity Supply Ordinance 734.31.

² For further information regarding the issuance of LEIs, please consult the web page of the Regulatory Oversight Committee (ROC) of the Global Legal Entity Identifier System (GLEIS) www.lei.org.

³ Pursuant to Article 9 of REMIT, Market Participants entering into transactions which are required to be reported to ACER shall register with the national regulatory authority in the Member State in which they are established or resident or – if they are not established or resident in the Union – in a Member State in which they are active. Each registered Market Participant will be issued with a unique identifier (the "ACER code").

2.2. Conclusion of REMIT Data Services Agreement

- As soon as possible (entry into force of the Agreement five working days after the receipt of the duly completed form);
- Requested date _____ (entry into force of the Agreement on the requested date is subject to the receipt of the duly completed form five working days prior to this date).

With regard to standard contracts executed on the respective OMP(s) as well as matched and unmatched orders which were placed on the OMP(s), **the Market Participant herewith requests the Contracting Party to perform the following REMIT Data Services** after entry into force of the Agreement:

REMIT Data Services	Contracting Party			
	EEX	EPEX	Gaspoint Nordic	Powernext
Basic Service: Provision of REMIT Data* File to the Market Participant on the Contracting Party's SFTP/FTPS Server or by other appropriate means for individual download by the Market Participant on the working day following the conclusion of the contract or the placement of the order.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Additional Service 1 (requires subscription to the Basic Service): Transfer of REMIT Data* File by the Contracting Party to ACER on behalf of the Market Participant in a complete, accurate and timely manner in consistence with REMIT, the Implementing Regulation and the latest procedures, standards and electronic formats published by ACER.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Additional Service 2 (requires subscription to the Basic Service): Provision of REMIT Data* File by the Contracting Party to EICom interface on the working day following the conclusion of the contract or the placement of the order.	<input type="checkbox"/>	N/A ⁴	<input type="checkbox"/>	<input type="checkbox"/>
Additional Service 3 (requires subscription to the Basic Service): Provision of REMIT Data* File by the Contracting Party to EFETnet interface on the working day following the conclusion of the contract or the placement of the order. ⁵	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
* Data in the possession of the Contracting Party to the extent as stipulated in Table 1, Annex of the Implementing Regulation. For EEX and Powernext, this includes all relevant data from EEX RM and Powernext Spot & RM, as well as from EEX Non-MTF and Powernext non-MTF, respectively.				

We herewith request the conclusion of the Agreement and accept the Terms and Conditions and the Price List in their respective valid version. This Agreement supersedes all prior Agreements.

Place	Date	Company stamp and legally binding signature(s)

⁴ EPEX renders the Additional Service 2 within Additional Service 1 to EPEX members in Switzerland.

3. Terms and Conditions

3.1. Entry into force of the Agreement

Necessary prerequisite for the conclusion of a REMIT Data Services Agreement concerning one of the listed OMPs is the membership at this OMP according to its rules and regulations. The Agreement between the Contracting Party and the Market Participant (“**the Parties**”) becomes effective once the selected Contracting Party has received the duly completed subscription form. Once the Agreement is effective, the Contracting Party is appointed, authorised and obliged to conduct the REMIT Data Service(s) pursuant to the present Terms and Conditions.

3.2. Term of the Agreement

The Agreement is concluded for an indefinite term. Each Party may terminate the Agreement with thirty (30) calendar days' prior notice to the end of the month. A termination by the Market Participant will only be effective if the REMIT Data Services Termination Form is delivered via the specified addresses. The termination of an Agreement between a Market Participant and a Contracting Party shall not affect an Agreement between the Market Participant and another Contracting Party.

A termination for any reason of the membership of the Market Participant with an OMP leads to the automatic termination of the Agreement with the respective Contracting Party if said termination has the effect that the Market Participant is not a member of any of the respective OMPs anymore.

3.3. Provision and verification of information / Responsibility for unrequested information

The Market Participant shall promptly provide the Contracting Party with all information not being in the Contracting Party's possession but which is required to conduct the REMIT Data Service(s) in a complete, accurate and timely manner according to REMIT, the Implementing Regulation and the latest procedures, standards and electronic formats published by ACER. The Contracting Party shall not be held responsible for any information directly sent by the Market Participant to ACER or for any other data not stipulated in Table 1, Annex of the Implementing Regulation provided by the Market Participant for integration into the REMIT Data File.

The Contracting Party may rely on the data derived from its electronic trading system or provided by the Market Participant without further investigation.

The Market Participant shall take reasonable steps to verify the completeness, accuracy and timeliness of the submission of relevant data by the Contracting Party to ACER. If the Market Participant becomes aware of a reporting error, it will notify the Contracting Party without undue delay.

3.4. Subcontractors

The Contracting Party may subcontract third parties for the performance of the REMIT Data Service(s) or any part thereof, provided that the Contracting Party remains responsible for the performance of the Agreement.

Gaspoint Nordic and Powernext outsourced the performance of the REMIT Data Services to EEX. As such, EEX is the only service provider for the Additional Service 3 for the Contracting Parties EEX, Gaspoint Nordic and Powernext. In addition, EEX issues the corresponding invoices for the account of EPEX, Gaspoint Nordic and Powernext. Hence, following the one-stop shop principle, any query or information related to the REMIT Data Service of Gaspoint Nordic and Powernext such as the modification, termination or invoicing shall be directly addressed to compliance-services@eex.com.

3.5. Invoicing

Invoices are issued once per calendar year and due upon receipt. Any due fees according to this Agreement are debited directly via the Clearing Member as appointed paying agent of the Market Participant. Clearing Member is the Market Participant's Clearing Member on the debit date. The debit date corresponds to the 15th working day in February for ongoing Agreements, and to the 15th working days of the month following the entry into force of the Agreement for new Agreements.

3.6. Amendment to the Agreement

Any amendment to the Agreement shall be electronically announced by the Contracting Party or its subcontractor as the case may be to the Market Participant at least ten (10) working days before such amendment becomes effective. The amendment shall be considered accepted by the Market Participant unless the Market Participant objects in writing to the Contracting Party until it becomes effective.

3.7. Confidentiality

Information transmitted in the framework of this Agreement shall be considered confidential and the Parties shall exercise at least the same degree of care as they use with regard to their own confidential information, but in no event less than a reasonable degree of care in protecting the other Party's confidential information.

3.8. Liability

The liability of the Contracting Party shall in any case be limited to the total of all fees paid by the Market Participant for the twelve (12) months preceding the first written notification of a direct damage. This limitation of liability shall not apply to intentionally caused damages and gross negligence.

3.9. Applicable law

In case a Market Participant holds a single membership with EPEX or Powernext, the Agreement shall be subject to, construed in accordance with and shall be governed by the laws of France. The exclusive jurisdiction for all conflicts arising in connection with the Agreement shall be Paris.

In all other cases (single memberships with EEX and Gaspoint Nordic or multiple memberships) the Agreement shall be subject to, construed in accordance with and shall be governed by the laws of Germany. The exclusive jurisdiction for all conflicts arising in connection with the Agreement shall be Leipzig.

3.10. Miscellaneous

In addition to the present Agreement, the membership of the Market Participant at the OMP is governed by the Market Rules of the respective OMP. To the extent that this Agreement is inconsistent with the Market Rules of the respective OMP in relation to the scope of the present Agreement, the Market Rules shall prevail to the extent of the inconsistency. If any of the provisions of this Agreement shall become or be held invalid or unenforceable, all other provisions hereof shall remain in full force and effect. The invalid or unenforceable provision shall be deemed to be automatically amended and replaced by a valid or enforceable provision which economically accomplishes as far as possible the purpose and the intent of the invalid or unenforceable provision.

4. Price List

The following price list applies depending on the Contracting Parties:

	Basic Service	Additional Services		
	Data provision to the Market Participant	Reporting to ACER	Data provision to	
			EICom	EFETnet
EPEX only	150 €/month	Free of charge Can only be selected in addition to the Basic Service	Included	N/A
EEX only	250 €/month		100 €/month Can only be selected in addition to the Basic Service	100 €/month Can only be selected in addition to the Basic Service
Gaspoint Nordic only	250 €/month			
Powernext only	250 €/month			
Two Contracting Parties	400 €/month			
Three Contracting Parties	550 €/month			
Four Contracting Parties	650 €/month			

For EPEX members based in Switzerland, the subscription to the REMIT Data Services automatically implies data reporting to EICom (the Swiss national regulatory authority) pursuant to chapter 4 of the Swiss Electricity Supply Ordinance 734.31.

Any fee charged by EFETnet towards the Contracting Parties will be passed on to the relevant Market Participants at the time of the former's introduction.

All prices are exclusive of VAT or other taxes. The VAT stated in the invoices is set in accordance with the respectively valid tax regulations.