

› eex group

**REMIT DATA SERVICES
AGREEMENT**

**Effective as of
11.08.2023**

Leipzig

Ref. 0009B

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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 AG (“**EEX**”) for EEX Regulated Market (“**EEX RM**”), EEX OTF, and EPEX SPOT SE (“**EPEX**”), as distinct OMPs of the EEX Group herewith offer – in accordance with Article 6 of the Implementing Regulation – this REMIT Data Services Agreement (“**Agreement**”) to their respective Market Participants.

Through this Agreement with EEX, the OMPs concerned offer the Market Participants a range of reporting services for the different Market Segments 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.

Also, the provision of REMIT Data Services will only include information that is to be reported under Article 8 of REMIT and Article 6 of the Implementing Regulation on the part of the Market Participant or of any other local regulation or regulatory request either implementing or referring to REMIT and/or Implementing Regulation.

Please note that for all OMPs, the submission of a completed form leads to a legal agreement between the Market Participant and EEX as the Contracting Party:

OMP	Market Segment	MIC	Contracting Party
EEX RM	EEX Power	XEER	EEX
	EEX Gas	XPSF	
EEX OTF ¹	EEX Power	XEEO	
	EEX Gas	XPOT	
EPEX	EPEX	EPEX	

Irrespective of the number of memberships across the EEX Group, only one completed document shall be returned to: reporting-services@eex.com.

¹ OTF markets are subject to regulatory approval by competent authorities.

2. Subscription Form for REMIT Data Services

2.1 Market Participant data

Market Participant (complete name of the company)	
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

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"). The provision of a valid ACER code by the Market Participant to EEX is a prerequisite for the provision of REMIT Data Services.

2.2 Conclusion of REMIT Data Services Agreement

- As soon as possible (entry into force of the Agreement within twenty (20) 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 within twenty (20) working days prior to this date).

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

REMIT Data ⁴ Services	Market Segment ⁵		
	EEX Power	EEX Gas	EPEX
<u>Basic Service</u> Provision of REMIT Data File to the Market Participant on an 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"/>
<u>Additional Service 1 (requires subscription to the Basic Service)</u> Transfer of REMIT Data File 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"/>
<u>Additional Service 2 (requires subscription to the Basic Service)</u> Provision of REMIT Data File to EICom interface on the working day following the conclusion of the contract or the placement of the order.	<input type="checkbox"/>	N/A	N/A ⁶
<u>Additional Service 3 (requires subscription to the Basic Service)</u> Provision of REMIT Data File to Equias interface on the working day following the conclusion of the contract or the placement of the order.	<input type="checkbox"/>	<input type="checkbox"/>	N/A

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 replaces all prior Agreements.	
Place	Company Stamp and Legally Binding Signature(s)
Date	Name(s) of Signatory(-ies) in Block Letters

⁴ Data in the possession of the OMP to the extent as stipulated in Table 1, Annex of the Implementing Regulation. With regard to the scope of the REMIT Data Services, we also refer to Section 1 "General Information".

⁵ EEX Power and EEX Gas include both EEX RM and EEX OTF. In relation to EEX Power and EEX Gas, it is only possible to select either Additional Service 1 or Additional Service 3.

⁶ 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 Market Segments is the membership at the corresponding OMP according to its rules and regulations. This Agreement between EEX and the Market Participant ("**the Parties**") becomes effective once EEX 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.

Necessary prerequisite for the activation of the REMIT Data Services for the Market Segments EEX Power and EEX Gas is the fulfillment of the technical requirements according to Reporting Services information. The relevant information is provided by EEX to the Market Participant upon receipt of a duly completed subscription form.

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 to the specified address.

A termination for any reason of the membership of the Market Participant with one OMP leads to the automatic cessation of the respective REMIT Data Service. A termination for any reason of the membership of the Market Participant with all OMPs leads to the automatic termination of the Agreement with EEX.

3.3 Provision and verification of information / Responsibility for unrequested information

The Market Participant shall promptly provide EEX with all information not being in EEX'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. EEX 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. EEX 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 to ACER, ECom and/or Equias (as applicable). If the Market Participant becomes aware of a reporting error, it will notify EEX without undue delay.

Resulting from ACER's TRUM Update in November 2022 (REMIT Documents | www.acer.europa.eu), the regulator stipulates the requirement to report the beneficiary information under REMIT for all business activities related to agency trading. This change will be implemented on 15th May 2023 for all upcoming EEX REMIT Data Files.

As part of this REMIT Data Service, EEX automatically derives the beneficiary information from the client identification code that Market Participants are required to provide upon order entry if they trade on behalf of clients on EEX (See EEX Implementation Regulation for Order Data).

Market Participants are advised to comply with the above obligation. Any subsequent manual amendments or corrections to the data provided by the Market Participant upon order entry are not part of this REMIT Data Service. The Market Participant remains solely responsible for completing or correcting any incomplete or incorrect reports to ACER, unless the incompleteness or incorrectness has been caused by EEX. However, upon request of the Market Participant, EEX may – at its sole discretion – amend or correct the REMIT Data File and resubmit to ACER, ECom or Equias (as applicable) subject to payment of the fee for further services in accordance with the List of Services and Prices of EEX (See also Section 3.6 "Fees").

3.4 Subcontractors

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

3.5 Registered Reporting Mechanism (RRM) status of EEX Group entities

EEX acts as an RRM for all standard contracts executed on EEX RM and EEX OTF as well as for all matched and unmatched orders which were placed on EEX RM and EEX OTF.

EPEX acts as an RRM for all standard contracts executed on EPEX, as well as for all matched and unmatched orders which were placed on EPEX.

EEX and EPEX in their capacity as RRM will only deliver REMIT Data File(s) to their local SFTP/FTPS server if the Market Participant subscribed to the Basic Services in 2.2.

3.6 Fees

The Market Participant shall pay fees in accordance with the List of Services and Prices of EEX, as amended from time to time in accordance with the terms stated therein. The German Version of the List of Services and Prices of EEX (i.e. the “Leistungs- und Preisverzeichnis der EEX AG”) shall be legally binding. The English and the German version are available on the Website of EEX at www.eex.com.

As per Article 32 of Regulation (EU) 2019/942 of the European Parliament and of the Council of 5 June 2019 establishing a European Union Agency for the Cooperation of Energy Regulators (ACER Regulation), “Fees shall be due to ACER for (...) collecting, handling, processing and analysing of information reported by market participants or by entities reporting on their behalf pursuant to Article 8 of Regulation (EU) No 1227/2011”.

A Commission Decision implementing Article 32 of Regulation (EU) 2019/942 is expected to be published in December 2020, potentially introducing such fees as of 01 January 2021. As per the List of Services and Prices of EEX, any fees of ACER towards EEX AG or EPEX SPOT SE specifically attributable to the REMIT reporting of a Market Participant will be passed on in full to that respective Market Participant on a yearly basis (“ACER REMIT Fee”).

3.7 Invoicing and Tax

Invoices of monthly fees are issued by EEX once per quarter and due upon receipt. Invoices of yearly fees are issued by EEX once per year and due upon receipt. Any due fees according to this Agreement are debited directly via the Clearing Member or the Settlement Agent as appointed paying agent of the Market Participant. Clearing Member/Settlement Agent is the Market Participant’s Clearing Member/Settlement Agent on the debit date.

The payment is due without tax deduction and the fees should be paid to EEX for the entire amount. In the case the Tax Authorities of the residence’ country of a party needs a certificate of residence of the other party to avoid any withholding tax or deduction, the other party undertakes to deliver this residence certificate, under the required form, for each year.

3.8 Amendment to the Agreement and change of Services

Any amendment to the Agreement by EEX shall be electronically announced by EEX 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 EEX until it becomes effective. In the event of an objection, the Agreement shall terminate upon the effective date of the changes. For the avoidance of doubt, in relation to changes to the Fees, the relevant provisions in the List of Services and Prices of EEX shall apply.

In case a Market Participant intends to change the scope of the REMIT Data Services specified in section 2.2, the Market Participant shall hand in a new REMIT Data Services Agreement Form which will then seamlessly replace the present Agreement.

3.9 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.

3.10 Liability

The liability of EEX 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.

3.11 Applicable law

The Agreement shall be subject to, construed in accordance with and governed by the laws of Germany. The exclusive jurisdiction for all conflicts arising in connection with the Agreement shall be Leipzig.

3.12 Miscellaneous

The membership of the Market Participant at the OMP is governed by the Market Rules of the respective OMP. Therefore, 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.