

REMIT DATA SERVICES  
AGREEMENT

Effective as of

01.0804.2024

Leipzig

Ref.

004011A

<b>1.</b>	<b>General Information</b> .....	<b>3</b>
<b>2.</b>	<b>Subscription Form for REMIT Data Services</b> .....	<b>5</b>
2.1	Market Participant data.....	5
2.2	Conclusion of REMIT Data Services Agreement.....	6
<b>3.</b>	<b>Terms and Conditions</b> .....	<b>7</b>
3.1	Entry into force of the Agreement.....	7
3.2	Term of the Agreement.....	7
3.3	Provision and verification of information / Responsibility for unrequested information.....	8
3.4	Subcontractors.....	8
3.5	Registered Reporting Mechanism (RRM) status of EEX Group entities.....	9
3.6	Fees.....	9
3.7	Invoicing and Tax.....	9
3.8	Amendment to the Agreement and change of Services.....	9
3.9	Confidentiality.....	9
3.10	Liability.....	10
3.11	Applicable law.....	10
3.12	Miscellaneous.....	10

## 1. General Information

Pursuant to Article 8(1) Regulation (EU) No 1227/2011 (“**REMIT**”), market participants within the meaning of REMIT have to provide the Agency for the Cooperation of Energy Regulators (“**ACER**”), *inter alia*, with a record of their wholesale energy market transactions, including orders to trade, executed at an organised market place (“**OMP**”).

Pursuant to Article 8(1a) REMIT, European Energy Exchange (“**EEX**”) and European Energy Exchange OTF (“**EEX OTF**”) as OMP are obliged to make order book data on behalf of their participants (“**Market Participants**”) available to ACER in accordance with Implementing Regulation (EU) No 1348/2014 (“**Implementing Regulation**”). Thereby, EEX and EEX OTF will fulfil the obligations of Market Participants under Article 8(1) REMIT relating their trading activities on EEX or EEX OTF.

As the data must be provided through a registered reporting mechanism (“**RRM**”), EEX and EEX OTF will make the data available to ACER through European Energy Exchange AG (“**EEX AG**”), who is registered with ACER as RRM. It is, therefore, required and also mandatory under the EEX Exchange Rules, that Market Participants conclude this REMIT Data Services Agreement (“**Agreement**”) with EEX AG at least for the Basic Service.

The data in scope of the REMIT Data Services will only include information that is to be reported on behalf of Market Participant under Article 8(1) of REMIT in accordance with the Implementing Regulation or any other applicable local regulation or regulatory request either implementing or referring to REMIT and/or Implementing Regulation.

~~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**”) and EEX OTF, 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 the~~ OMPs EEX and EEX OTF, the submission of a completed form leads to an ~~legal~~ agreement between the Market Participant and EEX AG as the Contracting Party:

OMP	Market Segment	MIC	Contracting Party
EEX <del>RM</del>	EEX Power	XEER	EEX AG
	EEX Gas	XPSF	
EEX OTF <sup>1</sup>	EEX Power	XEEO	
	EEX Gas	XPOT	

A completed and duly signed Agreement ~~document~~ shall be returned to: [reporting-services@eex.com](mailto:reporting-services@eex.com).

<sup>1</sup> OTF markets are subject to regulatory approval by competent authorities.

## 2. Subscription Form for REMIT Data Services

### 2.1 Market Participant data

<b>Market Participant (complete name of the company)</b>	
<b>Legal Entity Identifier (LEI)<sup>2</sup></b>	
<b>ACER Code<sup>3</sup></b>	
<b>Name of contact person</b>	<b>Name of invoice recipient</b>
<b>Street or P.O.B. of contact person</b>	<b>Street or P.O.B. of invoice recipient</b>
<b>Postal code, city and country of contact person</b>	<b>Postal code, city and country of invoice recipient</b>
<b>Email address of contact person</b>	<b>Email address of invoice recipient</b>
<b>Telephone of contact person</b>	<b>Fax of contact person</b>

<sup>2</sup> 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](http://www.lei.org).

<sup>3</sup> 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 <sup>4</sup> Services	Market Segment <sup>5</sup>	
	EEX Power	EEX Gas
<p><b>Basic Service</b></p> <p><b>Transfer of REMIT Data File to ACER</b> 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.</p> <p><b>Provision of REMIT Data File to the Market Participant <del>on an SFTP/FTPS Server or by other</del> appropriate means <b>for individual download by the Market Participant</b> on the working day following the entry of the order and / or conclusion of the transactions. <del>conclusion of the contract or the placement of the order.</del></b></p>	<input type="checkbox"/> <sup>6</sup>	<input type="checkbox"/> <sup>6</sup>
<p><del><b>Additional Service 1 (requires subscription to the Basic Service)</b></del></p> <p><del><b>Transfer of REMIT Data File to ACER</b> 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.</del></p>	<input type="checkbox"/>	<input type="checkbox"/> <sup>7</sup>
<p><del><b>Additional Service - ECom 2 (requires subscription to the Basic Service)</b></del></p> <p><del><b>Provision of REMIT Data File to ECom</b> interface on the working day following the entry of the order and/or conclusion of the transactions. <del>contract or the placement of the order.</del></del></p>	<input type="checkbox"/>	<input type="checkbox"/> <sup>7</sup> N/A
<p><del><b>Additional Service – Equias 3 (requires subscription to the Basic Service)</b></del></p> <p><del><b>Provision of REMIT Data File to Equias</b> by appropriate technical means on the working day following the entry of the order and/or conclusion of the transactions. <del>interface on the working day following the conclusion of the contract or the placement of the order.</del></del></p>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>4</sup> 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”.

<sup>5</sup> EEX Power and EEX Gas include both EEX and EEX OTF.

<sup>6</sup> Only admitted market segment(s) will be invoiced. <sup>5</sup> 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.

<sup>7</sup> The provision of data related to the Market Segment EEX Gas will be covered once it legally enters into force and the necessary technical requirements are implemented.

We herewith request the conclusion of the Agreement and accept the Terms and Conditions and the <del>List of Services and Prices of EEX AG-List</del> 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

### 3. Terms and Conditions

#### 3.1 Entry into force of the Agreement

~~Necessary p~~Prerequisite for the conclusion of a REMIT Data Services Agreement ~~concerning one of the listed Market Segments~~ is ~~the a~~ membership with EEX (the OMP) at the ~~corresponding OMP~~ according to ~~its EEX r~~Rules and ~~r~~Regulations. This Agreement between EEX AG and the Market Participant (“**the Parties**”) becomes effective once EEX AG 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 p~~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 AG 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 Only additional services of the Agreement may be terminated within 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 provided-delivered to the specified address.~~

A termination for any reason of the membership of the Market Participant with ~~EEX 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 AG 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 AG may rely on the data derived from it EEX's and EEX OTF's electronic trading systems. 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 or ECom, ECom and/or Equias (as applicable). If the Market Participant becomes aware of a reporting error, it will notify EEX AG without undue delay.

~~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, EEX OTF or EEX AG. However, EEX AG may under exceptional circumstances and at its sole discretion manually amend or correct the REMIT Data File and resubmit to ACER or ECom subject to payment of the fee for further services in accordance with the List of Services and Prices of EEX AG (See also Section 3.6 "Fees"). 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.~~

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

EEX AG is entitled to assign or transfer the Agreement to its Affiliates, subject to a ten (10) calendar days' prior notice to the Market Participant in the conditions set forth in Article 3.8 of this Agreement. Once assigned or transferred, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

~~In case of disagreement with such assignment or transfer, the Market Participant is entitled to terminate the Agreement with a thirty (30) calendar days' prior notice to the end of the month, according to Article 3.2 hereabove.~~



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

EEX AG 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.

~~EEX in its 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 AG, 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 AG (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](http://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 AG, any fees of ACER towards EEX AG 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 mMonthly fees are invoiced on a quarterly basis by issued by EEX AG and are due immediately upon receipt. once per quarter and due upon receipt. Invoices of yYearly fees are invoiced on a yearly basis issued by EEX AG and are immediately due upon receipt. 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 shall be paid to EEX AG 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 AG 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 AG 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 AG shall apply.

In case a Market Participant intends to change the ~~scope usage of an additional service~~ 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 AG 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 EEX and or/ EEX OTF ~~the OMP~~ is governed by the Market Rules of the respective OMP(s). Therefore, to the extent that this Agreement is inconsistent with the Market Rules of the respective OMP(s) 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.