

**› eex group**

**REMIT DATA SERVICES  
AGREEMENT**

Entry into force  
01.01.2019

Ref. 0006A

› eex

› pegas

› ecc

› pxe

› epexspot

› nodal

› powernext

› nodalclear

› pegas

› eexasia

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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**”) and EEX OTF, EPEX SPOT SE (“**EPEX**”), Pownext SAS for Pownext Spot & Regulated Market (“**Pownext Spot & RM**”) and Pownext OTF as 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 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 for all OMPs, the submission of a completed form leads to a legal agreement between the Market Participant and EEX as the Contracting Party:

<b>OMP</b>	<b>Contracting Party</b>
EEX RM	EEX
EEX OTF <sup>1</sup>	EEX
EPEX	EEX
Pownext Spot & RM	EEX
Pownext OTF <sup>1</sup>	EEX

Irrespective of the number of memberships across the EEX Group, only one completed original document shall be returned to:

**European Energy Exchange AG**

Reporting Services  
 Augustusplatz 9  
 D-04109 Leipzig

+49 (0) 341 2156 - 380  
 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>The Agreement request concerns the following OMP(s)</b>	
<input type="checkbox"/> <b>EEX RM and EEX OTF</b> <input type="checkbox"/> <b>EPEX</b> <input type="checkbox"/> <b>Powernext Spot &amp; RM and Powernext OTF</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.leiirc.org](http://www.leiirc.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").

## 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 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 Services	OMP		
	EEX <sup>4</sup>	EPEX	Power-next <sup>5</sup>
<b><u>Basic Service</u></b> <b>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.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Additional Service 1 (requires subscription to the Basic Service)</u></b> <b>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.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Additional Service 2 (requires subscription to the Basic Service)</u></b> <b>Provision of REMIT Data* File to EICom interface on the working day following the conclusion of the contract or the placement of the order.</b>	<input type="checkbox"/>	N/A <sup>6</sup>	<input type="checkbox"/>
<b><u>Additional Service 3 (requires subscription to the Basic Service)</u></b> <b>Provision of REMIT Data* File to Equias interface on the working day following the conclusion of the contract or the placement of the order.</b>	<input type="checkbox"/>	N/A	<input type="checkbox"/>
* Data in the possession of the OMP to the extent as stipulated in Table 1, Annex of the Implementing Regulation.			

<b>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.</b>		
Place	Date	Company stamp and legally binding signature(s)

<sup>4</sup> Including both EEX RM and EEX OTF.

<sup>5</sup> Including both Powernext Spot & RM and Powernext OTF.

<sup>6</sup> 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. This Agreement between the Contracting Party and the Market Participant (“**the Parties**”) becomes effective once the 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 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 the Contracting Party.

### 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 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.

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

EEX acts as an RRM for all standard contracts executed on EEX RM, EEX OTF or Powernext Spot & RM and Powernext OTF as well as for all matched and unmatched orders which were placed on EEX RM, EEX OTF or Powernext Spot & RM and Powernext 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 Invoicing and Tax**

Invoices are issued by EEX once per quarter 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 the contracting party 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.

### **3.7 Amendment to the Agreement and change of Services**

Any amendment to the Agreement by the Contracting Party shall be electronically announced by the Contracting Party 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.

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.

### **3.8 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.

### **3.9 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.

### **3.10 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.

### **3.11 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.

## 4. Price List

The following price list applies depending on the number of OMP Groups selected.

OMP Group EEX: EEX RM and/or EEX OTF

OMP Group EPEX: EPEX

OMP Group Powernext: Powernext Spot & RM and/or Powernext OTF

	Basic Service	Additional Services			
	Data provision to the Market Participant	Reporting to ACER	Data provision to		
			EICom	Equias	
One OMP Group	250 €/month	Free of charge	100 €/month	100 €/month	
Two OMP Groups	450 €/month		Can only be selected in addition to the Basic Service	Can only be selected in addition to the Basic Service	Can only be selected in addition to the Basic Service
Three OMP Groups	600 €/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.

For Powernext members which are admitted as passive members and only to trading in CEGH markets as of 30 November 2016, a fee of 90 €/month will apply in 2019.

Any fee charged by Equias towards the Contracting Party 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.