

REMIT Reporting Agreement

AGREEMENT ON REPORTING ON BEHALF OF ENTITIES WISHING TO REPORT RECORDS OF SECONDARY MARKET

Hereinafter referred to as “**Agreement**”,

Concluded between

FGSZ Földgázszállító Zártkörűen Működő Részvénytársaság

Registered seat: 8600 Siófok, Tanácsház u. 5.
Mailing address: 8600 Siófok, Tanácsház u. 5. (Pf. 102.)
Account holding bank: Hungarian Branch of ING Bank N.V.
SWIFT (BIC): INGBHUHB
IBAN account number: HU08 1370 0016 0420 0013 0000 0000
Invoicing address: FGSZ Zrt. Számvitel 8601 Siófok Pf. 8.
Statistics number of the Company: 12543331-4950-114-14
Tax number: 12543331-2-14
Court of Registration and company registration No.: Court of Registration of the Court of Justice of Kaposvár
Cg: 14-10-300230
hereinafter referred to as “**RRM Service Provider**”

and

.....

Registered seat:
Mailing address:
Address for receipt of invoices:
Account holding bank:
IBAN Bank account number:
SWIFT (BIC):
Statistics number of the Company:
Tax number:
Court of Registration and company registration No.:
hereinafter referred to as “**Network User**”,

Hereinafter jointly referred to as “**Parties**”.

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Having regard to the

- a) REGULATION (EU) No 1227/2011 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 October 2011 on wholesale energy market integrity and transparency hereinafter **REMIT Regulation**,
- b) COMMISSION IMPLEMENTING REGULATION (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency hereinafter **REMIT Implementing Regulation**,
- c) ACER REMIT Requirements for the Registration of Registered Reporting Mechanisms (RRMs) of 7 January 2015 hereinafter **RRM Requirements**,
- d) RRM status obtained by FGSZ from ACER with reference code A00009913.HU, category „**RRM services available to any Market Participant**”,

The Parties agreed:

1. Subject of the Agreement

- 1.1 On the request of the Network User and based on ACER's specifications the RRM Service Provider undertakes:
 - a) to provide the Network User with, **or**
 - b) to provide the Network User with and report to ACERthe REMIT data of the secondary capacity allocation contracts concluded between the Network User and its counterparty using the RBP capacity trading platform operated by FGSZ.

The choice of the Network User will be documented by completing the Declaration included in Annex 1 to this Agreement.
- 1.2 The reporting activity is performed according to the conditions of the REMIT Implementing Act and fulfils the requirements of REMIT Transaction Reporting User Manual (TRUM) and REMIT Manual of Procedures on Transaction Data and Fundamental Data and Inside Information Reporting (MoP).

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2. Reporting Services

- 2.1 The reporting activities are performed according to art. 3, par. 1(b)(ii) of REMIT Implementing Regulation and the 4th table of its Annex.
- 2.2 The RRM Service Provider based on Network User's request and choice presented in par. 1.1 provides the services as per followings:
- 2.2.1 If the Network Users do not intend to submit the price of their secondary capacity transactions to the RRM Service Provider, they will be able to download from RBP the REMIT report as an XML file without price data (conform par. 1.1a)). In this case the Network Users are responsible for completing the XML file with price data and for submitting the REMIT report to ACER.
- 2.2.2 If the Network User beside to download the REMIT report as specified in par. 2.2.1 furthermore requests also its submitting to ACER (conform par. 1.1b)) then he shall upload the price of the secondary transaction to RBP. After the upload the REMIT report is automatically generated and submitted to ACER.
- All data generated from the RBP database and submitted as valid data to ACER complies with the following technical requirements for data generation:
- all data will comply with the file naming convention,
 - all data will be correctly formatted in accordance with the XSD schema for the data type being submitted
 - all data will be correctly signed and encrypted in accordance with the secure data exchange protocol
- 2.3 The quality of the data submitted by the RRM Service Provider will be granted by its conformity with the required XML schemas specified by ACER.
- 2.4 The RRM Service Provider confirms that meets the standards defined in the Technical Specifications for RRM. The integrity of the data is granted by the digital signature of the reports.
- 2.5 The reporting frequency is based on the requirements of the REMIT Implementing Regulation.

3. Assignment, use of Third Party RRM

- 3.1 The Parties agree that the RRM Service Provider will be entitled to request the services of Third Party RRM in order to facilitate the submission of reportable data in case any unforeseeable difficulty occurs in relation with its data submission process.

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4. Service Fee

4.1 The monthly fee of the service according to par. 2.2.1, without VAT:

15000 HUF+VAT

4.2 The monthly fee of the service according to par. 2.2.1 and 2.2.2, without VAT:

35000 HUF+VAT

5. Invoicing and Payment

5.1 The RRM Service Provider submits the invoice of the reference month to Network User latest by 10th of the month concerned. The accounting period is one calendar month. The date of completion is defined according to the Act No. CXXVII./2007 on VAT. On the invoice The RRM Service Provider shall indicate the accounted period on the invoice.

5.2 The Network User shall transfer the monthly fee within 15 days after the invoicing to the bank account of the RRM Service Provider. The bill is considered to be financially settled when the total amount has been credited to the RRM Service Provider's bank account. If the payment deadline falls on a bank holiday, the payment will be affected on the first business day thereafter.

5.3 If the Network User does not pay the fee until the deadline, the RRM Service Provider charges interest on the given amount as defined in the Civil Code. 6: § 155 (1), for the duration of the delay until the date on which the payment is completed. The amount of the default interest calculated on the basis of 360 days/year, shall take into account the days actually elapsed. The Network User is obliged to pay the accrued default interest to the RRM Service Provider within eight days following the date of issuing of written notice by the RRM Service Provider.

5.4 If payment obligations of the Network User against the RRM Service Provider beyond the deadline arise, the RRM Service Provider is entitled to include the overdue debts in the payment obligation due to present Agreement or resulting from other legal relationship and inform at the same time the Network User about this procedure.

6. Responsibilities and guaranties

6.1 According to article 11 (2) of the REMIT Implementing Regulation the entities having reporting obligations are responsible for the completeness, accuracy and timely submission of the REMIT data to be transmitted to ACER. The Network User is responsible these conditions to be met.

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- 6.2 However according to this Agreement the Network User shall not be responsible for failures in the format or timely submission of the data which are attributable to the RRM Service Provider.
- 6.3 The RRM Service Provider shall have adequate control in place to ensure:
- a) the security and confidentiality of information,
 - b) the identification and correction of errors in data reports,
 - c) the authentication of the source of information, and that there is certainty about the identity of the Network User or the identity of any other market participant submitting information through the Network User,
 - d) that there is no significant risk of data corruption in the input process.

7. Contact details and data management

- 7.1 All notices or other communications to be given or made hereunder shall be in writing, shall be addressed to the attention of the person(s) indicated below and shall be delivered by e-mail, fax or letter. The language of all notices shall be in English.
- 7.2 Contact details:
- a) RRM Service Provider:
 - Address: Tanácsház utca 5, Siófok 8600
 - E-mail: rbp@fgsz.hu
 - Attention: (name and position)
 - Tel. No.:
 - b) Network User:
 - Address:
 - E-mail:
 - Attention: (name and position)
 - Tel. No.:or other addresses after any Party previously notified the other Party.

8. Confidentiality

- 8.1 By signing the present Agreement the Parties undertake that all information or data provided by one Party to another in relation to this Agreement shall be considered as business secret, which they are not allowed to disclose to any Third Party without the prior written consent of the Party other than the disclosing Party. The Parties shall not make such information accessible and cannot use the information for purposes other than the fulfilment of the present Agreement.
- 8.2 The said confidentiality obligations do not include information:
- which are accessible for the public, or which shall become public beyond the competence of the ACER in the future,
 - which have already been provably known by the receiving Party prior to the Agreement, or
 - which was required to be disclosed pursuant to laws, market regulations, ordinances of competent authorities or courts, up to the pre-set limit and predefined entities.

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8.3 Confidentiality obligations shall not be affected by the termination or expiry of the Agreement. The provisions of the present article shall continue to be in force for 5 years after the termination or expiry of the present AGREEMENT.

8.4 The Parties explicitly agrees that confidentiality obligations do not apply to:

- data submission by the RRM Service Provider to ACER under the REMIT reporting requirements,
- data submission by the RRM Service Provider to ACER under the REMIT reporting requirements through a Third Party reporting entity.

9. Amendment of the Agreement

9.1 This Agreement could only be amended or modified based on mutual Agreement, in written form signed by both Parties.

10. Termination of the Agreement

10.1 The effective date of the Agreement is the date indicated below as signature date and remains valid until the termination of the RBP Membership Agreement of the Network User when it will be terminated without any further legal statement.

10.2 This Agreement may be terminated 90 calendar days after a termination notice by either Party, without any justification.

10.3 Breaching the contract by either Party - in particular the payment obligation of the Network User in accordance with par. 5 and the obligations of the RRM Service Provider under section 2, as well as 6.2 and 6.3 – shall be considered as extraordinary termination of the contract which must be adequately justified and becomes effective by notifying the other Party.

10.4 The Parties acknowledge that the termination of this Agreement due to any reason does not affect the validity and enforceability of the Network User's RBP Membership Agreement concluded via the RBP Application.

11. Entire Agreement

11.1 This Agreement represents the entire understanding between the Parties in relation to this subject matter hereof. All prior written or oral understandings offers or other communications of any kind pertaining to the subject matter which is dealt with in this Agreement are superseded.

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12. Vis maior

- 12.1 If the performance becomes impossible for reasons for which neither Party is responsible, this Agreement is not terminated automatically when the reason occurs. The Party becoming aware about the reason shall promptly notify the other Party in writing and shall initiate consultation within 8 days. The Parties shall complete the consultations within 10 days.
- 12.2 The Parties shall take minutes of the consultation, which records their agreement on averting the reasons endangering the Agreement, and the time needed to resolve the problem.

13. Declarations

- 13.1 Parties hereby provide the following information to the other Party:
- a) It is legally registered and operates according to the relevant laws, it is aware of the requirements, conditions of this Agreement, there is no ongoing insolvency or bankruptcy procedure against it.
 - b) On the effective date of this Agreement it owns all legally required licenses necessary for the operation.
 - c) There is no ongoing lawsuit against it and there is no claim or ongoing process in any court or administrative body which may adversely affect the obligations under this Agreement,
 - d) This Agreement is concluded based on full corporate approval, meets all legal requirements and does not violate any of the provisions of other agreements or commits misconduct against the provisions of other agreements, and does not violate any law.

14. Severability of Provisions

- 14.1 If in accordance with the decision of any court stipulated in this Agreement any provision of this Agreement is invalid, void or unenforceable, such invalidity, nullity or effect applies only to the given provision and does not affect the entire Agreement or any other provision of the Agreement and the other provisions will remain in force and effect, unless the Parties would not have concluded the Agreement without that invalid, void or unenforceable provision.

15. Waiver

- 15.1 No waiver by either Party of its rights related to the event in which the other Party fails to perform any of the provisions of this Agreement:
- a) shall operate or be construed as a waiver of its rights in the event of any other or further default whether of a like or a different character; or
 - b) shall not be effective unless made in writing in the form of a declaration on waiver and duly executed by a duly authorized representative of the Party making such waiver.

16. Governing Law and Arbitration

- 16.1 The rights and obligations of the Parties under this AGREEMENT shall be governed by the laws of Hungary except those rights and obligations which are related to the REMIT Regulations issued by the European Commission.

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17. Effective Date

17.1 This Agreement shall enter into force and effect on the date it has been signed by all Parties hereto.

17.2 The present Agreement has been duly signed in two (2) originals; each Party shall be entitled to one-one (1-1) original.

Date:

On behalf of the RRM Service Provider:

Name:

Position:

Name:

Position:

On behalf of the Network User:

Name:

Position:

Name:

Position:

Annexes:

Annex No 1: Declaration

REMIT Reporting Agreement

Annex No 1

DECLARATION

The undersigned, (*name, position*), as the legal representative of (*company*) declare the following (***the not required service to be deleted***):

- based on par. 1.1.a) of the AGREEMENT we do not upload to the RBP the price of the secondary capacity transaction and we request the XML file of the REMIT report to be completed with „0” price value and we to be able to download the report. We confirm that we will complete the report with the price of the transaction and will submit the report to ACER.

We are aware that selecting the above presented option the paragraphs No. 1.1.b), 2.2.2, 2.4, 3.1, 4.2 of the AGREEMENT will not be applied.

or

- based on par. 1.1.b) of the AGREEMENT we entrust the RRM Service Provider to submit on our behalf the REMIT reports of our secondary capacity transactions to ACER. We confirm that we will upload the price of the secondary capacity transaction to RBP. We acknowledge that after we upload the price of the transaction the RBP will generate automatically the REMIT report and will submit it to ACER.

We are aware that selecting the above presented option the paragraph No. 4.1 of the AGREEMENT will not be applied.

Date:

Network User