



REMIT Reporting Service Agreement

Terms and Conditions

Version:1.0

30 JULY 2020

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1. GENERAL INFORMATION

- 1.1. According to Article 8 of the Regulation (EU) No 1227/2011 on Wholesale Energy Market Integrity and Transparency ("REMIT"), Market Participants or a third party on their behalf shall report details of transactions on wholesale energy products, including orders to trade, to the Agency for Cooperation of Energy Regulators ("ACER").
- 1.2. According to Article 6 of the REMIT Implementing Regulation (EU) No 1348/2014 ("Implementing Regulation") Market Participants shall report details of wholesale energy products executed at organised market places (OMP) including matched and unmatched orders to ACER through the OMP concerned, or through trade matching or trade reporting systems. The OMP where the wholesale energy product was executed or the order was placed shall at the request of the Market Participant offer a data reporting agreement. Market Participants, or third parties on their behalf, shall report details of transactions on wholesale energy products concluded outside OMPs.
- 1.3. While the overall responsibility lies with 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.
- 1.4. HEnEx SA ("HEnEx") operates as an OMP as defined in Article 2(4) of the Implementing Regulation and is registered with ACER as a Registered Reporting Mechanism ("RRM") under the ACER code B0015217D.GR.
- 1.5. In the context of the above, HEnEx offers according to the Implementing Regulation, a REMIT Reporting Service Agreement (hereinafter referred to as "the Agreement") to the Market Participants.
- 1.6. By conclusion of the Agreement, HEnEx offers the Market Participants reporting services ("Services") thus allowing them to comply with the requirements of REMIT Implementing Regulation thereof.

2. DEFINITIONS

For the purposes of this Agreement:

"ACER" means the Agency for the Cooperation of Energy Regulators.

"Agreement" means the "REMIT Reporting Services Agreement" entered into between HEnEx and the Market Participant.

"Data Reporting Service" means the service provided by HEnEx as an Organised Market Place pursuant to this Agreement.

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"Implementing Regulation" means the 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.

"Market Participant" has the meaning defined in Article 2(7) of REMIT.

"Market Participant Registration Code" or "ACER Code" is the unique code provided to the Market Participant by ACER when registering in accordance with Article 9 of REMIT and as referenced in Article 10(2) of the Implementing Regulation.

"OMP" means Organised Market Place as defined in Article 2(4) of the Implementing Regulation.

"Party" means either HEnEx or the Market Participant, while "Parties" means both HEnEx and the Market Participant.

"REMIT" means Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency.

"REMIT Services Application Form" means the standardized Application Form that Market Participants submit to HEnEx and to which the Agreement is attached.

"REMIT Platform" or "Platform" means the platform through which HEnEx provides the Services under the current Agreement.

"REMIT Reporting Obligation" means the obligation to report Trade Data under Article 8 of REMIT and the Implementing Regulation.

"REMIT Reporting Start Date" means the date that the REMIT Reporting Obligation as provided in Article 12 of the Implementing Regulation applies.

"Registered Reporting Mechanism" or "RRM" means a person that reports trade and / or fundamental data directly to the Agency under REMIT.

"REMIT Reporting Service" means the reporting service(s) provided by HEnEx pursuant to the Agreement.

"Service" means any of the individual services which the Market Participant subscribes to under the Agreement, as specified in "Subscription to Service(s)". The term "Services" shall be construed accordingly.

"Service Duration" means the time period between the start date of each Service and the date the relevant Service is terminated.

"Service Fees" means the Fees payable by the Market Participant for the Service (s) offered by HEnEx.

3. PARTIES TO AND SCOPE OF THE AGREEMENT

- 3.1. The Parties to the Agreement are HEnEx and the Market Participant. The individual that undersigns this Agreement on behalf of the Market Participant guarantees to HEnEx that he/she has full power and representation authority in order to sign this present Agreement, accept its terms and conditions and binds the Market Participant in whole and unconditionally.
- 3.2. The purpose of the Agreement is to enable the Market Participant to satisfy its obligations under Article 8 of REMIT and under the Implementing Regulation in order to provide a record of its wholesale energy market transactions, including orders to trade, to ACER.
- 3.3. By undersigning this present Agreement, the Market Participant unconditionally agrees to accept and abide by the terms and conditions under which HEnEx shall provide to the Market Participant the Services.
- 3.4. The Agreement shall govern all Services provided by HEnEx to the Market Participant, and any matters arising thereof. The Market Participant accepts the terms and conditions for each Service he has subscribed for.

4. SUBSCRIPTION TO SERVICES BY MARKET PARTICIPANT

- 4.1. The Market Participant subscribes to receive HEnEx Service(s), according to HEnEx "REMIT Services Application Form", which should be filled in and duly signed by its legal representative.
- 4.2. Provision of Service(s) will start on the date that HEnEx has confirmed the Market Participant subscription per Service.

5. SERVICES OFFERED BY HENEX

Services are further classified for the purposes of the Agreement in:

- (A) REMIT Reporting Services for Transactions in HEnEx Markets,
- (B) REMIT Reporting Service for Bilateral Contracts,
- (C) REMIT Reporting Service for Foreign OMP Transactions, as follows.

A. REMIT Reporting Services for Transactions in HEnEx Markets

REMIT Reporting Services for Transactions in HEnEx Markets are available to Market Participants of the Greek Wholesale Electricity Markets who are Members of HEnEx and registered at least in one of the markets it operates. Reportable data consist of the details of the Market Participant's orders submitted and the trades

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concluded in HEnEx's Spot and Derivatives Markets (Transactions in HEnEx Markets) in accordance with the provisions of the Implementing Regulation.

(i) Data Reporting Services A1-A3-A5

These Services are intended for the Market Participant **who will not use HEnEx as an RRM** for the reporting of its Transactions in HEnEx Markets to ACER.

Data Reporting Service A1 corresponds to Transactions in HEnEx's Day Ahead Market, Data Reporting Service A3 corresponds to Transactions in HEnEx's IntraDay Ahead Market and Data Reporting Service A5 corresponds to Transactions in HEnEx's Derivatives Market as referred in REMIT Services Application Form.

HEnEx will provide the Market Participant access to the reporting records of HEnEx Markets. HEnEx Markets Transactions data will be available to the Market Participant in a specific format that is required by ACER (ACER xml format), at the latest on the working day following the auction/trading session.

(ii) RRM Reporting Services A2 – A4 – A6

These Services are intended for the Market Participant **who will use HEnEx as an RRM** for the reporting of its Transactions in HEnEx Markets to ACER.

RRM Reporting Service A2 corresponds to Transactions in HEnEx's Day Ahead Market, RRM Reporting Service A4 corresponds to Transactions in HEnEx's IntraDay Ahead Market and RRM Reporting Service A6 corresponds to Transactions in HEnEx's Derivatives Market as referred in REMIT Services Application Form.

Under its capacity as RRM HEnEx, will report to ACER, on behalf of the Market Participant the relevant Transactions in a complete, accurate and timely manner, in accordance with REMIT article 8(1). The Market Participant will be able to access the reported data and receive confirmations via a web portal, where an overview of the submitted reports and of their status shall be displayed.

B. REMIT Reporting Service for Bilateral Contracts

REMIT Reporting Services for Bilateral Contracts is available to any Market Participant who wishes to use HEnEx as RRM to report its non-standard contracts for the supply of electricity and/or natural gas (as defined in the Implementing Regulation) and their respective counterparties.

(i) RRM Bilateral Reporting Service B

In accordance with Article 5 of the Implementing Regulation, the reportable information of the Market Participant's non-standard contracts shall include the details set out in Table 2 of the Annex of the Implementing Regulation. The details of transactions executed within the framework of non-standard

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contracts specifying at least an outright volume and price shall be reported using Table 1 of the Annex of the Implementing Regulation.

The Market Participant is solely responsible for the truthfulness, completeness, accuracy and updating of the reportable information, as well as the successful and timely submission to HEnEx.

Following successful submission of the reportable information to the Platform, HEnEx as RRM, will report to ACER, on behalf of the Market Participant the submitted data, pursuant to REMIT article 8(1).

The Market Participant will be able to access the reported data and receive confirmations via a web portal, where an overview of the submitted reports and their status shall be displayed.

C. REMIT Reporting Services for Foreign OMP Transactions

REMIT Reporting Service for Foreign OMP Transactions is available to Market Participants who wish to report details of wholesale energy products including matched and unmatched orders executed at an OMP other than HEnEx.

(i) RRM Foreign OMP Reporting Service C

In accordance with Article 5 of the Implementing Regulation, the reportable information of the Market Participant's standard contracts shall include the details set out in Table 1 of the Annex of the Implementing Regulation.

The Market Participant will submit to HEnEx through the Platform the reportable information in a specific XML format, as defined by HEnEx.

The Market Participant is responsible for the truthfulness, completeness, accuracy and updating of the reportable information, as well as the successful and timely submission to HEnEx.

Following successful submission of the reportable information to the Platform, HEnEx, under its capacity as RRM, will report to ACER not later than the next business day after the submission, on behalf of the Market Participant the submitted data, pursuant to REMIT article 8(1).

The Market Participant will be able to access the reported data and received confirmation via a web portal, where an overview of the submitted reports and their status shall be displayed.

6. RIGHTS AND OBLIGATIONS OF MARKET PARTICIPANT

6.1. The Market Participant confirms that the information it delivers under its "REMIT Services Application Form" is, at the time of submission thereof to HEnEx, true, accurate and complete in every respect.

- 6.2. The Market Participant shall provide HEnEx with any additional data reasonably requested that HEnEx does not already have, in time, in order to enable HEnEx to perform the Service for or on behalf of the Market Participant under the Agreement.
- 6.3. The Market Participant shall notify HEnEx of any changes in the data delivered under clauses 6.1 and 6.2 above, in a timely manner, in order to enable HEnEx to perform the Service for or on behalf of the Market Participant under the Agreement.
- 6.4. The Market Participant agrees to abide by the technical specifications described in the User Guide of the Platform, as in force.
- 6.5. The Market Participant acknowledges that HEnEx will rely on the data provided by the Market Participant in the framework of this Agreement without conducting any further investigation, provided solely that HEnEx has taken reasonable steps to verify that such data has come from the Market Participant.
- 6.6. The Market Participant is solely responsible in case that HEnEx is unable to perform the Service for, or on behalf of, the Market Participant under the Agreement, due to failure by the Market Participant to comply with clauses 1, 2,3 and 4 above.
- 6.7. The Market Participant agrees to promptly pay to HEnEx all and any fees for the Services rendered, as such fees are described in article 12 of this Agreement.

7. RIGHTS AND OBLIGATIONS OF HENEX

- 7.1. HEnEx may subcontract third parties for the performance of the REMIT Reporting Service, provided that HEnEx remains responsible for the performance of the Agreement.
- 7.2. HEnEx shall perform the relevant Service during the Service Duration in accordance with the Agreement.
- 7.3. HEnEx will take all reasonable and practicable steps to maintain the continuity of access to and technical capacity of its systems at all times and to provide the Market Participant with reasonable notice of planned system outages and other matters affecting use or access to the Service.
- 7.4. HEnEx shall provide reasonable support to the Market Participant during working days within working hours. All Support Services are provided on an “as available” and “reasonable effort” basis.
- 7.5. In case HEnEx is unable to provide the respective Service, HEnEx will provide timely reasonable assistance to the Market Participant in providing the data to a replacement RRM.

8. CONFIDENTIALITY

- 8.1. The Parties shall keep information exchanged in the framework of this Agreement confidential, unless the information is required to be disclosed by virtue of law.
- 8.2. HEnEx may disclose confidential information to any person or contractor engaged by HEnEx in performing the Service, provided that such person or entity along with its personnel are subject to strict confidentiality with respect to the secret and confidential information disclosed to them under this Agreement and the applicable legal framework.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Market Participant provides HEnEx with all necessary data required by HEnEx in order for HEnEx to be able to perform the relevant Service. The Market Participant retains any intellectual property rights pertaining to its data, provided that HEnEx is at all times entitled to process and use the data as deemed for the purposes of performing the relevant Service.
- 9.2. HEnEx is provided with a perpetual, non-exclusive, royalty-free license to further process and use the Market Participant data for the purposes of research and statistical analysis, internal reporting and administration, business development, and other purposes as may be permitted by law, always subject to the confidentiality obligations of article 8 of this Agreement.

10. LIMITATION OF LIABILITY

- 10.1. Liability of HEnEx under the Agreement shall be limited to cases of gross negligence and/or willful misconduct. HEnEx's liability towards the Market Participant for any twelve (12) month period shall be in any case limited to the fees actually received by HEnEx from the Market Participant for the relevant Service during the twelve (12) months preceding the first written notification of a direct damage.
- 10.2. Neither Party shall be liable to the other for any loss of profit, loss of business, or any other indirect incidental, special or consequential damages of any kind arising from a breach of their obligations under this Agreement. Neither Party shall be entitled to hold the other Party's group companies, officers, employees or contractors liable for any breach by the other Party of the Agreement.

11. FORCE MAJEURE

- 11.1. Force Majeure Event means any event which occurs due to reasons outside of a Party's control (including, but not limited to, any natural, systems, facilities, technological, political or other cause and whether in respect of a third party service provider, Affiliate, third party or otherwise) and which cannot be overcome by reasonable diligence or reasonable efforts.

- 11.2. A Party wishing to invoke Force Majeure must give the other Party notice as soon as possible and give the other Party such other information as the other Party may reasonably request in connection therewith.
- 11.3. If any Party is prevented from performing any of its obligations under this Agreement as a result of a Force Majeure Event, such obligation(s) shall be suspended for so long as that Force Majeure Event continues.
- 11.4. Neither Party shall be liable for any loss or damage in respect of any failure on its part to perform any of its obligations under the Agreement if Force Majeure prevents the performance of its relevant obligations, nor shall this be deemed a breach of contract by that Party.

12. FEES AND INVOICING

- 12.1. The fees for the Services are described at the relevant REMIT Reporting Services Decision, which can be found at HEnEx's website.

13. AMENDMENT

- 13.1. The Agreement may be revised periodically unilaterally by HEnEx at its sole discretion. HEnEx will duly inform by e-mail the Market Participants about modifications to any part of the Agreement. Such revised documents will be effective at the date that these are posted on HEnEx's site www.enexgroup.gr. By continuing to receive the Services after such revised documents are posted on HEnEx's site, the Market Participant agrees to be bound by any such revisions and should therefore periodically visit this site in order to determine the current terms to which it is bound.

14. PARTIAL INVALIDITY

- 14.1. If, at any time, any of the provisions of this Agreement is or becomes invalid or unenforceable all other provisions hereof shall remain in full force and effect.

15. APPLICABLE LAW – DISPUTE RESOLUTION

- 15.1. The Agreement shall be subject to construe in accordance with and governed by the laws of Greece.
- 15.2. The Contracting Parties shall endeavor to settle any dispute arising out of or in connection with this Agreement in a friendly manner. If such a decision is found not to be possible within fifteen (15) days of the date of notification of the dispute in writing and the dispute remains unresolved, despite the

good faith efforts of the Parties, then such dispute shall be brought before the courts of Athens in accordance with paragraph 3 of this article.

15.3. The Parties to this Agreement irrevocably agree that the courts of Athens (Greece) shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes or conflicts, which may arise out of or in connection with this Agreement or its formation or validity and, for these purposes, each Party irrevocably submits to the jurisdiction of the courts of Athens (Greece).

16. ENTRY INTO FORCE – DURATION– TERMINATION

16.1. This Agreement shall enter into force on the date of HEnEx 's confirmation of the Market Participant subscription and provided that the relevant Service (s) is/are made available to the Market Participant. Upon entry into force, HEnEx is appointed, authorized and obliged to conduct the Service(s) throughout the Service Duration, pursuant to the Agreement.

16.2. The Agreement is concluded for an indefinite term.

16.3. Each Party may request a change of the Service or may terminate the Agreement with thirty (30) calendar days' prior notice.

16.4. A change request or a termination by the Market Participant will only be effective provided that it is submitted in writing and that is duly signed by the legal representative of the Market Participant to HEnEx.

16.5. Either Party may terminate the Agreement by written notice to the other Party if the other Party fundamentally breaches its obligations and such fundamental breach is not remedied within ten (10) days from written notice thereof from the non-defaulting Party.

16.6. Termination shall not affect rights or obligations accrued at the time of termination. Any provision of this Agreement which by nature is intended to survive termination shall remain binding until such rights or obligations have been satisfied or released.

17. CORRESPONDENCE

All correspondence between the Parties shall be addressed as follows:

Address: 110, Athinon Ave, 104 42 GREECE

Telephone Number: + 30 210 336 6400

Fax Number: + 30 210 336 6875

Email: Remit@enexgroup.gr

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We have read and fully and unconditionally accept to abide and to be bound by all and any terms of the Agreement as well as all rules and provisions of the REMIT and the Implementing Regulation, as in force.

For [-----¹]

SIGNED ON BEHALF OF THE MARKET PARTICIPANT BY ITS LEGAL REPRESENTATIVE	
Name*:	
Position*:	
Date*:	

* Data indicated should be mandatorily completed.

¹ Market Participant's company name and stamp to be completed