**REMIT Data–Trading Data Reporting Agreement**

THIS AGREEMENT is concluded as of [], BETWEEN:

(A) BURSA ROMANA DE MARFURI SA – ROMANIAN COMMODITIES EXCHANGE SA (“BRM***"***) and

(B) [] (the “**Market Participant*"***),

(Hereinafter jointly referred to as the “**Parties”** and, individually, as the **“Party”**).

WHEREAS:

1. [] is a Market Participant, in accordance with the definition in Article 2(7) of REMIT;
2. The subject of this Agreement is to facilitate the fulfillment of the duties resulting from Article 8 of REMIT and Article 6(1) of the Implementation Document, to the Market Participant, respectively to provide ACER with the records of its trading on the natural gas wholesale market, including the trading orders;
3. BRM operates an organized market, in accordance with the definition stipulated in Article 2(4) of the Implementation Document, where the Market Participant develops transactions on the natural gas wholesale market;
4. BRM shall provide its agreement on the data reporting to ACER, to its affiliates participating in trading on the centralized natural gas market that it manages;
5. This Agreement is a data reporting agreement under Article 6(1) of the Implementation Document;
6. The Market Participant shall use a Registered Reporting Mechanism to send Trading Data to ARIS;
7. BRM was registered as an ACER Reporting Registration Mechanism;
8. The Market Participant is registered with the National Register of Participants on the Wholesale Energy Market and the European Register of Market Participants, and is awarded

ACER code ........................(*to be filled in by the Market Participant*),

IT IS HEREBY AGREED that:

# Interpretation

## ***Definitions***. The terms defined in Provision 19 (*Definitions and Interpretation*) and in any other part of this Agreement shall have the meanings specified therein, within the scope of this Agreement.

## ***Inconsistencies***. This Agreement shall prevail over any other agreements concluded between the Parties, including (without limitation to) any general terms and conditions or agreements, on the potential occurrence of any conflict, only if they are related to the subject of this Agreement.

# Reporting Services. Rates.

## The Market Participant shall request, appoint and authorize BRM to send or to ensure the sending of all the details stipulated in Table 1 of the Annex to the Implementation Document concerning any Standard Contracts or Trading Orders (the “**Trading Data**”) stipulated in Provision 2(b) below to ACER, on behalf of the Market Participant.

## BRM shall report or ensure the reporting of the following Trading Data provided by the Market Participant following the REMIT Reporting Starting Date to ACER, as follows:

### The Standard Contracts concluded by the Market Participant via BRM for the natural gas supply (the “**Relevant Standard Contracts**”);

### The Trading Orders made by BRM, whether correlated or uncorrelated, viewable via the BRM brokerage electronic screen (the “**Relevant Orders**”),

### **hereinafter jointly referred to as the “Relevant Trading Data”).**

### (c) BRM shall provide trading data access services, including if the Market Participant shall opt to use a different RRM for the reporting.

### (d) In consideration of the services provided in accordance with the specifications of Provisions 2(b)and 2 (c), BRM shall invoice, and the Market Participant shall pay the rates indicated in Annex 4 to this Agreement, on the due date indicated in the invoice.

### (e) In meeting its duties resulting from this Agreement, BRM shall consider the TRUM and MdP guidelines.

### (f) If BRM shall not report or if it shall reasonably expect not to report the Relevant Trading Data to ACER by the Deadline, BRM shall notify the Market Participant in writing, and it shall provide details explaining the reason(s) for the respective notice, in the shortest time possible, and the Market Participant shall be entitled to report the respective Relevant Trading Data to a different selected Reporting Registered Mechanism.

## In any other case, the Market Participant shall not report or make arrangements to report the Relevant Trading Data to ACER.

# The duties of BRM

## Under the reserve of the other provisions of this Agreement, BRM undertakes to send all the Relevant Trading Data under its possession and/or generated by its systems or that it can reasonably expect to have under its possession or to have generated by its systems, concerning each Relevant Order or Relevant Standard Contract up to the Deadline.

# Duties of the Market Participant.

## The Market Participant agrees that is shall provide the Statistics Data to BRM, in accordance with the provisions of Annex 2 to this Agreement, on time, and that it shall keep them up to date, and that it shall notify BRM of any changes, in useful time, so as to allow BRM to meet its duties during the term of this Agreement.

## The Market Participant agrees that it shall provide BRM with any data requested for the reporting, that BRM does not already hold or that it does not reasonably expect to hold in its own systems, on time, so that they can be reported to ACER by the Deadline.

## The Market Participant agrees and confirms that, if it shall not observe the provisions of Clauses 4(a) and4 (b), and if BRM cannot, therefore, carry out the reporting of all the Relevant Trading Data, BRM shall be exempt from any liability.

## The Market Participant declares that the information it provides under Provisions 4(a) and4 (b) shall be, at any time during the sending thereof, correct, accurate and full, in any significant way.

## The Market Participant confirms that BRM can rely on the Statistics Data or on any other details provided in relation to this Agreement, without making any investigations.

## The Market Participant commits to fully pay the rates for the service provision, in accordance with the provisions of this Agreement, on time.

# Additional ACER Requests

###### Each Party shall provide reasonable support to the other Party, within the meaning of observing any additional information applications received from ACER or from any relevant NRA, including the supply of any reportable information under its possession.

# Data Accountability

## None of the Parties shall be liable for the incompleteness, inaccuracy or the failure to send any data attributable to the other Party on time.

# Errors

## In relation to the Error Reports, BRM shall:

### receive and store all the Error Reports it has received and any other relevant communications from ACER (if they are generated by ARIS or issued in any other way by ACER, at any time), concerning the Market Participant;

### notify the Market Participant in the shortest time possible, following the receipt of any Error Reports;

### provide the Market Participant with all the Error Reports and any other relevant communications from ACER, in the shortest time possible.

## Irrespective of the provisions of Clause 7(c) below, the Market Participant confirms and agrees that BRM is not responsible for discovering errors or checking the accuracy, authenticity or completeness of any Relevant Trading Data, irrespective of whether the respective information is provided by the Market Participant or by any other person, excluding it and any of its Affiliates or any Third Party to whom it has delegated all or any part of its duties resulting from this document.

## Under the reserve of the provisions of Clause 7(b) above, if any Party shall become aware of an error from any Relevant Trading Data reported to ACER (as a result of receiving an Error Report or in any other way) in accordance with this Agreement, it shall notify the other Party, and the Parties shall use all their efforts, acting in good faith and reasonably, to rectify the respective error and to resend the accurate relevant data.

## On the potential violation of any Reporting Duty, each Party shall reasonably use all of its efforts to rectify the respective violation and it shall cooperate and communicate with ACER and with any relevant NRA, as may be requested in relation to the respective violation.

# The Use of Third Parties

## The Parties agree that each of them can use the services of a Third-Party Service Provider to facilitate the sending of the Relevant Trading Data or to support any other fulfillment thereby of the duties falling with them under this Agreement (including, without limitation to the use of any platform, system, interface or any other technology developed by any such Third-Party Service Supplier to this extent). If any Party shall appoint a Third-Party Service Provider, it shall notify the other Party in writing of the respective name, in the shortest time possible. If a Party shall be free to select a Third-Party Service Supplier, it shall use its reasonable efforts to select the Third-Party Service Supplier and for the constant monitoring of the services provided by the respective Third-Party Service Supplier, by the respective Party, in relation to this Agreement.

## If the Third-Party Service Supplier is an Affiliate of the Party appointing it, the provisions of Clauses 11 (*Liability*) and 13 (*Confidentiality and Data Ownership*) shall apply in relation to any such Third-Party Service Supplier, similar to the situation where the respective Third-Party Service Supplier is the Party appointing it.

# The Confirmation of the Market Participant

## The Market Participant shall confirm and agree that the reporting duty and, therefore, the Reporting Services shall continue at any time to be subject to change, following subsequent evolutions in the regulations and guidelines, and BRM shall agree to notify the Market Participant as soon as possible on becoming aware of any such change.

# Liability

## BRM shall fulfill its duties at any time, and it shall use its discretion under this Agreement with due care, as long as none of the Parties shall be requested to act or to determine the taking of action in any way that is contrary to any law, rule or regulation or if the respective Party is prevented in any other way from acting under any law, rule or regulation.

## Irrespective of any other provision in this Agreement, however, under the reserve of the other provisions of this Clause 10 (*Liability*), BRM and its Affiliates and the administrators, directors and employees thereof shall have no liability towards each other or towards the Market Participant (or towards any individual raising claims under or in relation to the respective Provision) whether contract, civil liability, consisting of the violation of any statutory or regulatory duty, or in any other way, for any Losses resulting directly from or in relation to:

### The provision of the Reporting Services or the use by the Market Participant of the respective Reporting Services agreed to be provided by BRM under this Agreement;

### Any actions, omissions or defaults by any third party, including, however without limitation to any Third-Party Service Supplier (including any decision of a Third-Party Service Supplier not to allow BRM to send the Relevant Trading Data via the Third-Party Service Supplier on behalf of the Market Participant);

### The fulfillment by BRM of its duties or the exercising of its rights resulting from this Agreement and/or the use thereby of a platform, system, interface or of a different technology provided by any Third-Party Service Supplier;

### The damage of any platform, system, interface or different technology, including any platform, system, interface or different internal technology used or intended to be used by BRM in the fulfillment of their duties or in exercising the rights resulting from this Agreement; or

### A third party accessing or intercepting any information or data of the Market Participant,

### Except, to the extent that the respective Losses are caused by serious negligence, the culpable default or the fraud by BRM, by any of its Affiliates, by any Third-Party Service Supplier or by any other individual to whom BRM has delegated the fulfillment of any of its duties resulting from this Agreement or by any of its administrators, directors, employees, contractors or agents.

## None of the Parties shall be liable for any damages or special, indirect or consequential losses or for any direct or indirect loss of business, profit, anticipated savings or goodwill, except for fraud or a culpable deed.

## The Parties agree that this Provision 10 (*Liability*) is an accurate and equitable position. No provision of this Agreement shall exclude or limit any duty or obligation that cannot be excluded or limited under the law or the governing regulation.

# Force Majeure

## If any Party shall be prevented from fulfilling any of its duties resulting from this Agreement, following the occurrence of a Force Majeure Event, the respective duty(ies) shall be suspended during the continuance of the Force Majeure Event.

# Confidentiality and Data Ownership

## Irrespective of any other contrary provision in this Agreement or in any other confidentiality agreement or in any other contract concluded between the Parties, each Party hereby agrees to disclose the following information:

### As required or permitted by, or in accordance with the provisions of REMIT, of the Implementation Document and of any other afferent and applicable law, rule or regulation and of the TRUM and MDP guidelines (***“REMIT and the Afferent Regulation"***) requiring the reporting and/or retention of Trading Data and similar information or to the extent required or permitted by or in accordance to any order or directive concerning (and including) REMIT and the Afferent Regulation in relation to the reporting and/or retention of Trading Data and similar information issued by any authority or body or agency under which the other Party is required or the respective Party is used to act, as well as to the extent required in accordance with the requirements of this Agreement (the ***“Reporting Requirements"***); or

### To and between the other Party and the relevant RRM or any individuals or entities providing services to the other Party, in each case, in relation to and in virtue of fulfilling the respective Reporting Requirements by each Party.

## Each Party declares and guarantees to the other Party that any third party in relation to which it has a duty of trust concerning the disclosed information has agreed to disclose the respective information.

## Any data or information sent by one Party to the other Party under this Agreement shall only be used by the receiving Party for the scopes specified in this Agreement and for no other scope, in the absence of the written consent of the Party disclosing the information. Any such data and information and any intellectual property rights included in them shall continue to be the property of the Party disclosing the information, so that the Party receiving the information shall have no other rights over the respective data or information, except for those stipulated in this Agreement.

## Unless otherwise explicitly stipulated in this Agreement, any data or information provided by a Party or to a different party shall be kept strictly confidential, and the Party receiving the information shall protect the respective data and information from the unauthorized use and disclosure by the third party in any way, without the prior consent of the Party disclosing the information.

# Personal Data

## In relation to this Agreement, each Party:

### Shall observe all the governing data protection laws and regulations, in all details (hereinafter jointly referred to as the “**Data Protection Laws”**); and

### Shall not intentionally determine any other Party to violate the Data Protection Laws, through any action or omission.

## If a Party shall act as a personal data operator in relation to whom a different Party is a controller, the respective former Party:

### Shall only process the respective personal data in accordance with the instructions of the other Party; and

### Shall implement the adequate technical and organizational measures to protect the respective personal data from any accidental or illegal destruction or loss, amendments, authorized disclosure or access, particularly if the processing involves the sending of data via a network, and from any other illegal forms of processing.

# Amendment and Termination

## Under the reserve of Provision 14(b) below, any amendment made to the conditions in this Agreement shall be agreed in writing between the Parties. Notices sent in relation to this Provision14shall be subject to Provision 16 (Notices).

## Irrespective of the provisions of Clause 14(a) above, BRM can amend, under a written notice sent to the Market Participant, (in full or in part) this Agreement and any documents or operational or procedural processes resulting from this Agreement, however, in each case, only to the extent that the respective change is necessary to adapt to any amendment of the law, rule, regulation or operational requirement of ACER. No such change shall have effects if it is not rejected by the Market Participant under a written notice, on or prior to the date representing [15] calendar days following the date when it shall be deemed that the amendment notice shall have effects in accordance with the provisions of Clause 16 (*Notices*) (the “**Rejection Notification Deadline”**). If:

### The Market Participant shall reject an amendment under a written notice, this Agreement shall be terminated, without the implementation of the respective amendment on the date representing [30] calendar days following the date when the amendment notification shall be deemed to have effects in accordance with the provisions of Clause 16 (*Notices*) or on a previous date that can be established in writing between the Parties; or

### The Market Participant shall not reject any amendment through a written notice, it shall be deemed that the Market Participant has agreed to the respective amendment to this Agreement.

## Under the reserve of the provisions of Clause 14(b), the amendments shall have effects on the date that shall occur later, as specified in the relevant notice, and the [30] calendar day date, following the date when the amendment notification shall be deemed to have effects in accordance with the provisions of Clause 16 (*Notices*).

## A notice of rejection from the Market Participant shall only have effects if sent to the BRM on or prior to the Rejection Notification Deadline.

## If the Market Participant shall send a rejection notice prior to the Rejection Notification Deadline, the Agreement shall be terminated on the date representing [30] calendar days following the date when the rejection notification shall be deemed to have effects in accordance with the provisions of Clause 16 (*Notices*), unless otherwise agreed to in writing between the Parties.

## Any Party can terminate this Agreement either:

### Immediately, following a written notice - in case of insolvency -, sent to the other Party; or

### On the constant or significant violation by one of the Parties to this Agreement in relation to the [30] calendar day notification following the date when the termination notice shall be deemed to have effects in accordance with the provisions of Clause 16 (*Notices*).

## Unless otherwise stipulated in this Provision 14, any Party can terminate this Agreement by sending a prior, written notice, [3]months in advance, to the other Party.

## No such termination shall have effects over any right or duty of any Party resulting from the concluded Relevant Standard Contracts or the Relevant Orders made prior to the termination date.

## The provisions of Clauses 10 (*Liability*), 12 (*Confidentiality and Data Ownership*), 15(*Other clauses*), as well as this Clause 14 (*Amendment and Termination*) shall continue to have effects subsequent to the expiration or termination of this Agreement.

# Miscellaneous

## Each Party makes the following statements to the other Party on the conclusion date of this Agreement and for the statements in Clauses 15a)(ii), and (b), at any time prior to the termination of this Agreement:

## ***Recitals.*** Each Party agrees and confirms that it concludes this Agreement by considering:

### The mutual statements, securities and commitments included in this Agreement;

### Other good and valuable recitals (the receipt and sufficiency of which are confirmed by each of the Parties).

## ***Entire Agreement***. This Agreement represents the full agreement and understanding of the Parties concerning its subject and it substitutes all prior verbal and written communications (unless otherwise stipulated by this document) concerning it. Each Party confirms that, in the conclusion of this Contract, it did not rely on any written or verbal statement, security or on any other similar item (unless otherwise stipulated or referred to in this Agreement) and it waives all the equitable rights and measures that may be available in relation to them, except for the fact that nothing in this Agreement shall limit or exclude any liability of any of the Parties for fraud.

## ***Partial nullity***. If, at any time, any condition of this Agreement is or shall become illegal, invalid or unenforceable in any way or under any law in any jurisdiction that shall not impact:

### The legality, validity or enforceability in the respective jurisdiction of any condition of this Agreement; or

### The legality, validity or enforceability in other jurisdictions of the respective party or of any condition of this Agreement.

## ***Copies***. This Agreement (and each amendment and waiver under it) can be concluded and delivered in2 copies (including via fax), each of which shall be deemed an original.

## ***No waiver of rights***. The failure to exercise or the delayed exercise of any right, power or privilege related to this Agreement shall not be deemed to operate as a waiver, and a separate or partial exercise of any right, power or privilege shall not be deemed to prevent any subsequent or later exercise of the respective right, power or privilege or the exercise of any other right, power or privilege, in relation to a dispute between the Parties or in any other way. The Relevant Trading Data reported to ARIS in accordance with this Agreement are provided without reflecting on any current or future dispute between the Parties, concerning the respective Relevant Trading Data.

## ***Rights of Third Parties.*** A person that is not a Party to this Agreement shall have no right to enforce or to benefit from any provision of this Agreement. Irrespective of any provision of this Agreement, the consent of any person that is not a Party to this Agreement shall not be necessary to terminate or amend this Agreement at any time.

## ***Transfer.*** None of the Parties can transfer or assign any interest or duty concerning this Agreement, without the prior, written consent of the other Party. Any intentional transfer that does not meet the provisions of this Clause 16(g) shall be null.

# Notices

## ***Entry into force***. Any notice or any other communication in relation to this Agreement can be sent in any of the abovementioned ways, to the address or the number afferent to the electronic message sending system or the e-mail details stipulated in Annex 1 (as amended in accordance with the provisions of Clause 16(b)) and they shall be deemed to have effects, in accordance with the following provisions:

### If made in writing and handed over in person or by mail carrier - on the sending date;

### If sent via fax, on the date when it is received by an employee appointed by the beneficiary in legible form (and it is established that the acknowledgement of receipt shall fall with the sender and it shall not be met by a sending report generated by the sender’s fax machine);

### If sent by registered mail (mail carrier by air, if sent overseas) or the equivalent thereof (with acknowledgement of receipt) - on the sending date or on the date when the sending is attempted;

### If sent via an electronic messenger- on the receipt date;

### If sent by e-mail - on the sending date,

### Unless the respective sending date (or sending attempts or failed sending attempts) or the respective receipt date, as applicable, falls on a working day in relation to the receiving Party or when the respective communication is sent (or attempted to be sent) or received, as applicable, after 4.00 p.m. on a working day, concerning the Party receiving the information, in which case the respective communication shall be deemed made and it shall be deemed to have effects on the first working day following it, in relation to the receiving Party.

## ***Change of details***. Each Party can only change its address, fax number, electronic messenger or e-mail details where notices or other communications are sent to it, under a notice sent to the other party.

# Governing Law and Jurisdiction

## ***Governing Law***. This Agreement shall be governed exclusively by and shall be interpreted in accordance with the Romanian laws.

## ***Jurisdiction***. In relation to any court action or procedures concerning any dispute derived from or in relation to this Agreement (the “***Actions***”), each Party:

### Irrevocably submits to:

### (A) the non-exclusive jurisdiction of the English courts, if the Actions imply a court covered by the Brussels Regulation or by the 2007 Lugano Convention; and

### (B) the exclusive jurisdiction of the Romanian courts, if the Actions involve a court that is not covered by the Brussels Regulation or by the 2007 Lugano Convention;

### It waives any objections it may have at any time following the establishment of the place of any Actions carried out in any such court, it waives any claims that the respective Actions were drawn up in a non-competent court and it further waives the right to object, in relation to the respective Actions, that the respective court has no jurisdiction over the respective Party; and

### It agrees, to the extent permitted by the governing law, that the development of the Actions in one or several jurisdictions shall not prevent the carrying out of the Actions in any other jurisdiction.

## ***Waiver of immunities***. Each Party irrevocably waives, to the extent permitted by the governing law concerning it and its revenues and assets (irrespective of the use thereof or of the intended use thereof), all immunities on the grounds on sovereignty or on other similar grounds concerning (i) the actions, (ii) the jurisdiction of any court, (iii) the compensation by the president’s ordinance or by a writ of execution in kind or the recovery of property, (iv) the garnishment of its assets (before or after the decision) and (v) the enforce mentor implementation of any decision thereof or of its revenues or assets that they may be entitled to in any court actions in any jurisdiction and it irrevocably agrees, to the extent permitted by the governing law, that it shall not claim any such immunity in any Actions.

# Definitions and interpretation

## **Definitions**

For the scope of this Agreement:

***“ACER”*** is the Agency for the Cooperation of Energy Regulators.

“***Actions***" has the meaning awarded to it in Provision 18 (*Governing Law and Jurisdiction*).

***“Implementation Document”*** is the implementation Regulation for REMIT EU no. 1348/2014.

***“NRA”*** are the national regulatory authorities for REMIT.

 ***“ARIS”*** is the ACER REMIT Computerized System (or any substitute or successor thereof, from time to time).

***“Lifecycle Event”*** is the amendment or termination of a Relevant Standard Contractor of a Relevant Order, that can be reported in accordance with Article 7(1)of the Implementation Document and of TRUM.

***“Force Majeure Event"*** is any event occurring due to reasons that are not related to a Party (including, however without limitation to any Acts of God, systems, facilities, technologies, political causes or other causes, and concerning a Third Party Service Supplier, an Affiliate, a third party or in any other way) and that cannot be overcome by reasonable diligence or by reasonable efforts.

***“RRM requirements”*** is the document provided by ACER, describing the trading and fundamental data reporting requirements, the registration process of the reporting parties, the way in which ACER shall assess the fulfillment of such requirements, and the provision of an overview of the relevant legal framework, as initially published on 7 January 2015 (with periodical variations, supplements, amendments or replacements).

***“Market Participant Registration Code”*** is the unique code awarded to the Market Participant by ACER on the registration thereof in accordance with the provisions of Article 9 of the REMIT and as referred to inArticle10(2) of the Implementation Document.

***“2007 Lugano Convention****”* is the2007 Lugano Convention on competition, recognition and enforcement of judgement in civil and commercial matters.

“***Relevant Standard Contracts***” has the meaning awarded to it in Provision 2(b)(i).

***“Standard Contract”*** is a contract on a Natural Gas Wholesale Product admitted for trading on an organized market, in accordance with the definition of Article 2(2) of the Implementation Document.

***“Deadline”*** is no later than the end of the working day following the conclusion of the contract or the issuance of the order (as applicable).

***“Statistics Data”*** is the data concerning the data fields stipulated in Annex 2 to this Agreement, with further amendments.

 ***“Trading Data”*** has the meaning stipulated in Provision 2(a).

***“Relevant Trading Data"*** has the meaning awarded to it in Provision 2(b).

***“REMIT Reporting Starting Date”*** is 7 October 2015, i.e. 9 months following the date of entry into force of the Implementation Document in accordance with Article 12 of the Implementation Document.

***“Data Protection Laws”*** has the meaning given to it in Provision 14 of this Agreement.

***“MdP”*** is the procedure manual, a document provided in accordance with the ACER Implementation Document establishing procedures, standards and electronic formats for the reporting of information (covering both the reporting transactions and the reporting of fundamental data) referred to in Articles 6, 8 and 9 of the Implementation Document, including information on the data transmission channels, the data validation rules and the XML diagrams to be used for the respective reporting, in accordance with the data that was initially published as of 7 January 2015 (as varied, supplemented, amended or replaced, from time to time).

***“Reporting Duty*”** is the duty to report the Trading Data of Article 8 of REMIT and of the Implementation Document, interpreted in accordance with TRUM, MdP and any other guideline or operational or procedural requirements provided by ACER or by any NRA, applicable from time to time.

“***Trading Orders***” has the meaning awarded to it in TRUM.

***“Relevant Orders"*** has the meaning awarded to it in Provision 2(b)(ii).

***“Losses"*** are all losses, damages, fines, penalties, costs, expenses or other duties (including legal fees or other professional fees).

***“Error Reports”*** are the notices generated by ARIS and sent in reply to the data sending on behalf of the Market Participant, identifying errors in the data sending.

***“Brussels Regulation”*** is either the2001 Brussels Regulation or the reformed Brussels Regulation, as applicable.

***“2001 Brussels Regulation”*** is the Council Regulation (EC) No. 44/2001 as of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

***“Reformed Brussels Regulation”*** is the Regulation (EU) no. 1215/2012 as of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

“***REMIT***” is the regulation on the integrity and transparency of the electricity wholesale market EU no. 1227/2011.

***“Relevant RRM”*** is the registered reporting mechanism, other than the BRM, for which the Participant on the market has opted for reporting.

***“Reporting Services*”** are the services provided by BRM under this Agreement.

***“TRUM”*** is the Trade Reporting User Manual, as initially published as of 7 January 2015 (with the variations, amendments, supplementations or replacements, in full or in part, occurring at certain time intervals).

***“European Union"*** is the economic and political union established in 1993 by the Maastricht Treaty, whose scope is the acquirement of a closer political and economic union between the Member States located in Europe.

## **Interpretation**

### Unless otherwise stipulated, any references made in this Agreement to:

### A Party or any other person shall include its *de jure* successors and the permitted assignees;

### A regulation includes any regulation, rule, official directive, request or guideline(with the power of law, however, if it does not have the power of law, as the type thereof is a type that the persons it applies to are generally used to observe) of any body, agency or governmental, intergovernmental or supranational department, or of any regulatory, self-regulatory authority or organization or of any other authority or organization; and

### A law or regulation (including, however without limitation to REMIT, Implementation and guidance documents afferent thereto, such as TRUM, MdP and the RRM Requirements) is a reference to the respective law or regulation, as can be varied, amended, supplemented or replaced from time to time.

**This Agreement shall be effective from the date of signing ANNEX 1- Markets/Services to which the Participation Agreement in the energy markets by BRM, applies.**

**Annex 1 a**

# Contact Information

In relation to Provision16 (*Notices*), the contact details for all communications related to this Agreement are:

## In relation to BRM

Mailing address:

Buzesti Street no. 82-94, floor 7, sector 1, Bucharest, ZIP code 011017

Romania

Contact person:

Sorin Muraru

Tel : + 40.726.132.220

Fax : +40.213.172.878

E-mail : sorin.muraru@brm.ro

 remit@brm.ro

## In relation to the Market Participant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in each case, as may be amended under this Agreement.

**Annex 2 a**

**The Statistics Data**

1. Data Field 1 – the identification data of the Market Participant on behalf of whom trading recordings are reported, including the sole registration number, in accordance with the specifications of the TRUM.
2. Data Field 4 – the identification data of the other Party on behalf of whom trading records are reported, including the sole identification number, in accordance with the specifications of the TRUM.
3. Data Field 8 – the identification data of the contract Beneficiary, including the sole identification number, in accordance with the specifications of the TRUM.
4. Data Field 10 – the trading capacity of the Market Participant (i.e. principal or agent).

**Annex 3 a**

**Relevant RRM**

**(*as applicable*)**

**-------------------------**

**Annex 4 a**

**TARIFFS**

### **I. Relevant Trading Data reporting services on:**

### **a. Standard Contracts concluded by the Market Participant by BRM, for the natural gas supply**

### Tariff = 150 lei/month

### **b. Correlated and uncorrelated Trading Orders made via the BRM, viewable via the BRM brokerage electronic screen**

Tariff = 150 lei/month

**II. Trading data accessing services afferent to the Participant**

(*and if the Participant to the market shall opt to use a different RRM for reporting*).

Tariff = 250 lei/month

**Total = 550 lei/month**

**ANNEX 5 a- Fees owed to the Agency for the Cooperation of Energy Regulators for the collection, use, processing, and analysis of information reported under Regulation (EU) No 1227/2011 of the European Parliament and of the Council**

In accordance with Commission Decision (EU) 2020/2152 (hereinafter referred to as the "Decision"), ACER charges RCE an annual fee consisting of three components:

(i) a flat fee component for registration in the amount of 9,000 EUR;

(ii) a transaction-based commission component, calculated in accordance with Article 6 of the Decision;

(iii) where applicable, a positive or negative correction amount to balance the differences between the transaction-based commission component paid in the previous year and the transaction-based commission component that would have been paid according to the actual reporting in that year.

The description of the calculation of the fee components is as follows:

The transaction-based fee component is calculated based on the transaction records reported in the previous year by RCE, as follows:

(a) ACER identifies RCE's data groups. A data group consists of one of the following elements:

(i) all transaction records showing wholesale energy products under Article 3(1)(a) of REMIT, originating from a specific market participant using RCE's organized market;

(ii) all transaction records showing wholesale energy products under Article 3(1)(a) of REMIT, originating from a specific market participant not using an organized market;

(iii) all transaction records showing wholesale energy products under Article 3(1)(b) of REMIT, originating from a specific market participant;

(b) for each of the data groups mentioned in point (a), the agency identifies the fee subcomponent in accordance with paragraph (2) or (3);

(c) the transaction-based fee component is equal to the sum of the subcomponents identified in accordance with point (b).

(2) The fee subcomponents based on the data group for the transaction records under paragraph (1)(a)(i) and (iii) are as follows:

Transaction records per data group Fee subcomponent in EUR

1-1,000 250

between 1,001 and 10,000 500

between 10,001 and 100,000 1,000

between 100,001 and 1 million 2,000

Over 1 million and up to 10 million 4,000

Over 10 million and up to 100 million 8,000

Over 100 million 16,000

(3) The fee subcomponents based on the data group for the transaction records under paragraph (1)(a)(ii) are as follows:

Transaction records per data group Fee subcomponent in EUR

between 1 and 100 250

101-1,000 500

between 1,001 and 10,000 1,000

between 10,001 and 100,000 2,000

between 100,001 and 1 million 4,000

Over 1 million and up to 10 million 8,000

Over 10 million 16,000

In case of any discrepancy between the description in this Annex 5 and this Decision, the latter shall prevail.

Fees under the Decision and costs incurred by RCE will be recharged by RCE to Market Participants' Customers in Romanian lei, at the BRM exchange rate on the date of invoice issuance, in the following manner:

(i) the commission component based on transaction records is calculated by ACER based on the transaction records reported in the previous year and notified to RCE. This amount will be recharged to the Market Participant with a surcharge of x%, which covers the fixed registration fee paid by BRM and any costs incurred in connection with recharging;

(ii) the correction amount (if any) will be either added or deducted from the fees recharged to the Market Participant in the following year. New Market Participants will pay the transaction record-based fee at the beginning of the year following the year in which they concluded the Agreement, consisting of a correction amount and a transaction record-based fee calculated based on the transactions from the previous year, together with a surcharge of x%. In case the Market Participant terminates the Agreement, no amount shall be reimbursed to the Market Participant, and no additional amount shall be recharged to the Market Participant after the termination date.