



REMIT Reporting Service Agreement

General Terms and Conditions

Version:0.2

09 September 2015

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General Terms and Conditions

1. General Information

According to Article 8 of the Regulation (EU) No 1227/2011 on Wholesale Energy Market Integrity and Transparency (“**REMIT**”) and 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 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 **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.

LAGIE SA (“**LAGIE**”) operates an **OMP** as defined in Article 2(4) of the Implementing Acts and is in the final stage of being registered with **ACER** as a **Registered Reporting Mechanism** (“**RRM**”).

In the context of the above, LAGIE offers according to Article 6 of the **Implementing Regulation**, a **REMIT Reporting Service Agreement** (“**Agreement**”) to the **Market Participants**.

Through this **Agreement**, LAGIE offers the **Market Participants reporting services** (“**Services**”) allowing them to comply with the requirements of **REMIT** and its **Implementing Regulation**.

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 LAGIE and the **Market Participant**, composed by (i) these General Terms and Conditions, (ii) the Service Description, (iii) the Service Fee and (iv) the relevant Subscription to Service.

“**ARIS**” means **ACER**’s **REMIT** Information System.

“**Data Reporting Service**” means the service provided by LAGIE as an Organized Market Place pursuant to this **Agreement**.

“**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 8(6) of **REMIT** and Article 8(2) of the **Implementing Regulation**.

“**Party**” means either LAGIE or the **Market Participant**, while “**Parties**” means both LAGIE 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 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.

“**Reporting Service**” means the service provided by LAGIE as an Organized Market Place pursuant to this **Agreement**.

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

“**RRM Reporting Service**” means the **reporting service** provided by LAGIE as RRM pursuant to the **Agreement**.

“**Service**” means any of the individual **services** which the **Market Participant** subscribes to under the **Agreement**, as specified in “Subscription of **Service**”. 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.

Additional definitions may apply in **Service** Description.

3. Scope of the Agreement and Parties thereof

The purpose of the **Agreement** is to enable the **Market Participant** to satisfy its obligations under Article 8 of **REMIT** and of the **Implementing Regulation** to provide a record of its wholesale energy market transactions, including orders to trade, to **ACER**.

The **Parties** to the **Agreement** are LAGIE and the **Market Participant**. The individual that undersigns this present **Agreement** on behalf of the **Market Participant** guarantees to LAGIE that he/she has full power and representation authority in order to sign this present, accept its terms and conditions and bind the **Market Participant** in whole and unconditionally.

By undersigning this present **Agreement** the **Market Participant** unconditionally agrees to accept and abide by the terms and conditions under which LAGIE shall provide to the **Market Participant** the **Services**.

The **Agreement** shall govern all **Services** performed by LAGIE to the **Market Participant**, and any matters arising out thereof.

The General Terms and Conditions, the **Service** Description, the **Service** Fees and the Subscription to **Service**, which form integral part of the **Agreement**, set out the terms on which each **Service** is offered to the Customer. The Customer accepts the terms and conditions for each **Service** he has subscribed for.

4. Services offered by LAGIE and Subscription by Market Participant

With regard to **REMIT Reporting Obligations**, LAGIE offers the **Services** described in details in “Service Description”.

Market Participant subscribes to receive the LAGIE **Services**, according to the, filled in and duly signed by its legal representative, “Subscription to **Service**”.

The **Service** will start, on the date that LAGIE has confirmed the **Market Participant** subscription, and the **Service** is made available to the **Market Participant**.

5. Entry into force-Duration-Termination

The present **Agreement** shall enter into force on the date of LAGIE’s confirmation of the **Market Participant** subscription. Upon entry into force, LAGIE is appointed, authorized and obliged to conduct the **Service(s)** throughout the **Service Duration**, pursuant to the **Agreement**.

The **Agreement** is concluded for an indefinite term.

Each **Party** may request a change of the **Reporting Service** or may terminate the **Agreement** with thirty (30) calendar days' prior notice to the end of the month.

A change request or a termination by the **Market Participant** will only be effective if it is submitted in writing and duly signed by the legal representative of the **Market Participant** to LAGIE.

In addition to the present **Agreement**, a termination for any reason of the **Market Participant**’s Power Exchange Agreement with LAGIE leads to the automatic termination of the **Agreement**.

6. Fees and Invoicing

Fees are calculated according to “**Service Fee**”, based on the **start date** of the relevant **Service**.

Invoicing and Payment shall take place according to the terms set out in the “**Service Fee**”.

LAGIE reserves the right to suspend the **Service(s)** to the **Market Participant**, without any liability to the **Market Participant** and without affecting the fees payable, in case the **Market Participant** does not pay its fees when due and following a fifteen (15) calendar days written notice from LAGIE.

7. Rights and Obligations of Market Participant

1. The **Market Participant** confirms that the information it delivers under its “**Subscription to Services**” is, at the time of delivery, true, accurate and complete in every respect.
2. The **Market Participant** shall provide LAGIE with any additional data reasonably requested that LAGIE does not already have, in time, to enable LAGIE to perform the **Service** for or on behalf of the **Market Participant** under the **Agreement**.
3. The **Market Participant** shall notify any changes in the data delivered under clauses 1 and 2 above, in a timely manner, to enable LAGIE to perform the **Service** for or on behalf of the **Market Participant** under the **Agreement**.
4. The **Market Participant** acknowledges that LAGIE will rely on the data provided by the **Market Participant** in the framework of this **Agreement** without investigation, provided that LAGIE has taken reasonable steps to verify that such data has come from the **Market Participant**.
5. The **Market Participant** is solely responsible in case that LAGIE 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 and 3 above.
6. The **Market Participant** agrees to promptly pay to LAGIE any and all fees for the **Services** rendered as these are described in **Service Fees**.
7. Additional rights and obligations for the **Market Participant** may apply in Service Description.

8. Rights and Obligations of LAGIE

1. LAGIE shall perform the relevant **Service** during the **Service Duration** in accordance with the **Agreement**.
2. LAGIE 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**.
3. LAGIE 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.
4. In case LAGIE is not registered as a RRM until **REMIT Reporting Start Date** or cease to be registered as a RRM or cease to be able to access ACER’s Reporting Information System (“ARIS”), resulting in

its inability to provide the respective **Service**, LAGIE will provide timely reasonable assistance to the **Market Participant** in providing the data to a replacement RRM.

5. Additional rights and obligations for LAGIE may apply in Service Description.

9. Limitation of Liability

The liability of LAGIE under the **Agreement** shall be limited to cases of gross negligence and/or willful misconduct. LAGIE's liability towards the **Market Participant** for any twelve (12) month period shall be in any case limited to the fees actually received by LAGIE from the **Market Participant** for the relevant **Service** during the twelve (12) months preceding the first written notification of a direct damage.

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**.

10. Force Majeure

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.

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.

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.

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**.

11. Confidentiality

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.

LAGIE may disclose confidential information to any person or contractor engaged by LAGIE in performing the **Service**, provided that such person or entity is subject to a duty of confidentiality substantially corresponding to that of LAGIE.

12. Amendment to the Agreement

The General Terms and Conditions, the **Service** Description, the **Service** Fees and the Subscription to **Service**, which form integral part of the **Agreement**, may be revised periodically unilaterally by LAGIE at its sole discretion. LAGIE 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 LAGIE's site (www.lagie.gr). By continuing to receive the **Services** after such revised documents are posted on LAGIE'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.

13. Partial Invalidity

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.

14. Applicable law - Jurisdiction

The **Agreement** shall be subject to, construed in accordance with and shall be governed by the laws of Greece.

The **Parties** to this **Agreement** irrevocably agree that the courts of Piraeus (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 Piraeus (Greece).

15. Correspondence

All correspondence between the **Parties** shall be addressed as follows:

For LAGIE

Address: 72 Kastoros str., 185 45, Piraeus, GREECE

Telephone Number: + 30 211 880 6741, + 30 211 880 6964, +30 211 880 6954

Fax Number: + 30 211 880 6880

Email: remit@lagie.gr

For the Market Participant

To the "Responsible Person for Data and Reporting **Services**" and corresponding data stated by the **Market Participant** under "Subscription to **Services**".

We have read and fully and unconditionally accept to abide and to be bound by the General Terms and Conditions, Service Description, Service Fees and the Subscription to Service, which form an integral part of the **Agreement**.

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 to be completed



REMIT Reporting Service Agreement

Subscription to Services

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Subscription to Services

MARKET PARTICIPANT INFORMATION	
Company Name*:	
Country*:	
Postal Address*:	
City*:	
Postal Code*:	
VAT No.*:	
IDENTIFICATION CODES	
ACER Code*:	
EIC Code*:	
BIC Code:	
LEI Code:	
GS1 Code:	
RESPONSIBLE PERSON FOR DATA AND REPORTING SERVICES	
Name of Contact Person*:	
Telephone No.*:	
Mobile No.:	
Fax No.*:	
e-mail address*:	
CONTACT DETAILS FOR USER 1 (WEB GUI) OF THE RS-RRM PLATFORM	
NAME OF CONTACT PERSON*:	
TELEPHONE NO.*:	
MOBILE NO.*:	
FAX NO.*:	
E-MAIL ADDRESS*:	

CONTACT DETAILS FOR USER 2 (WEB SERVICE) OF THE RS-RRM PLATFORM²		
NAME OF CONTACT PERSON:		
TELEPHONE NO.:		
MOBILE NO.:		
FAX NO.:		
E-MAIL ADDRESS:		
SUBSCRIPTION TO SERVICE(S)³		
We request to subscribe to the following Data and Reporting Service provided by LAGIE:		
Data Reporting Service	<input type="checkbox"/>	Starting date:
RRM Reporting Service	<input type="checkbox"/>	
Static IP Address*		

* Data indicated should be mandatorily completed.

We have read and fully and unconditionally accept to abide and to be bound by the General Terms and Conditions, Service Description, Service Fees and the Subscription to Service, which form an integral part of the **Agreement**.

We undertake to directly inform you in case of any change occurred in the information as declared herein.

For [-----⁴]

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

* Data indicated should be mandatorily completed.

² Optional. Corresponding data should be filled in only if Market Participant wishes a second user (Web Service) of the RS-RRM Platform.

³ Only one Service can be selected.

⁴ Market Participant's company name to be completed



REMIT Reporting Service Agreement

Service Description

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Service Description

A. REMIT Reporting Services for Contracts Traded at LAGIE

General Information

REMIT Reporting Services for Contracts traded at LAGIE refers to Participants of the Greek Wholesale Electricity Market. Reportable data shall be the details of Participant's orders submitted and trades concluded in the Day Ahead Scheduling (**DAS Transactions**). According to the provisions of Article 7(2) of the Implementing Acts, given that the Participant's offers are not made publicly visible, only concluded contracts and final accepted orders shall be reported.

1. Data Reporting Service

This **Service** is intended for the **Market Participant** who will not use LAGIE as an RRM for the reporting of its DAS Transactions to **ACER**.

LAGIE will provide the **Market Participant** access to records of DAS transactions through the platform RS-RRM. **Market participant** will perform data export in order to report them to **ACER** via another RRM. LAGIE will not deliver the Participant's DAS transaction data to third **parties** RRM.

DAS Transaction data will be available to the **Market Participant** in a specific format that is required by **ACER**, the latest on the working day following the auction.

Detailed description of the service is given in "REMIT Reporting Service User Guide".

2. RRM Reporting Service

This **Service** is intended for the **Market Participant** who will use LAGIE as an RRM for the reporting of its DAS Transactions to **ACER**.

LAGIE as RRM, will report to **ACER**, on behalf of the **Market Participant**, the DAS Transactions in a complete, accurate and timely manner, according to **REMIT** article 8(1).

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

Detailed description of the service is given in "REMIT Reporting Service User Guide".

We have read and fully and unconditionally accept to abide and to be bound by the General Terms and Conditions, Service Description, Service Fees and the Subscription to Service, which form an integral part of the **Agreement**.

For [-----⁵]

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

* Data indicated should be mandatorily completed.

⁵ Market Participant's company name to be completed



REMIT Reporting Service Agreement

Service Fee

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Service Fees

1. 1. Start-up fee	
Data Reporting Service	Free of charge
RRM Service	Free of charge
1.2. Service fee	
Data Reporting Service	Free of charge
RRM Service	Free of charge

We have read and fully and unconditionally accept to abide and to be bound by the General Terms and Conditions, Service Description, Service Fees and the Subscription to Service, which form an integral part of the **Agreement**.

For [-----⁶]

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

* Data indicated should be mandatorily completed.

⁶ Market Participant's company name to be completed