



REMIT Reporting Service Agreement

General Terms and Conditions

Version: ~~1.0~~

~~09 March 2016~~

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Contents

- 1. General Information 3
- 2. Definitions..... 3
- 3. Scope of the Agreement and Parties thereof..... 4
- 4. Services offered by LAGIE and Subscription by Market Participant..... 5
- 5. Entry into force – Duration – Termination 5
- 6. Fees and Invoicing 6
- 7. Rights and Obligations of Market Participant 6
- 8. Rights and Obligations of LAGIE 6
- 9. Limitation of Liability 7
- 10. Force Majeure..... 7
- 11. Confidentiality 7
- 12. Amendment to the Agreement 8
- 13. Partial Invalidity 8
- 14. Applicable law - Jurisdiction 8
- 15. Correspondence 8

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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”), 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”).

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Pursuant 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.

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 registered with **ACER** as a **Registered Reporting Mechanism (“RRM”)** under the ACER code B0000118K.GR.

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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(s).

“**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**.

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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 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.

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

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

“**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 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.

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**.

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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(s)**, 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(s)**”.

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 **Service** or may terminate the **Agreement** with thirty (30) calendar days' prior notice,

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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**.

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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 **Service(s)**” 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** shall respect and comply at all times with the requirements set forth in the “REMIT Reporting Service User Guide”.
5. 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**.
6. 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, 3 and 4 above.
7. The **Market Participant** agrees to promptly pay to LAGIE any and all fees for the **Services** rendered as these are described in **Service Fees**.
8. Additional rights and obligations for the **Market Participant** may apply in Service Description.

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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.

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4. In case LAGIE 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.

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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.

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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(s)**, 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

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For the Market Participant

To the “Responsible Person for REMIT Reporting Service Agreement” and corresponding data stated by the **Market Participant** under “Subscription to Service(s)”.

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(s), 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

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REMIT Reporting Service Agreement

Subscription to Service(s)

Version: ~~1.0~~

~~09 March 2016~~

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Subscription to Service(s)

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 <u>REMIT REPORTING SERVICE AGREEMENT</u>	
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*:	
<u>Static IP Address*</u>	

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CONTACT DETAILS FOR USER 2 (WEB SERVICE) OF THE RS-RRM PLATFORM ²		
NAME OF CONTACT PERSON:		
TELEPHONE NO.:		
MOBILE NO.:		
FAX NO.:		
E-MAIL ADDRESS:		
<u>Static IP Address*</u>		
SUBSCRIPTION TO SERVICE(S)³		
We request to subscribe to the following <u>Service(s)</u> provided by LAGIE:		
<u>A. REMIT Reporting Services for DAS Transactions</u>		
Data Reporting Service <u>A1</u>	<input type="checkbox"/>	Starting date:
RRM Reporting Service <u>A2</u>	<input type="checkbox"/>	<u>Starting date:</u>
<u>B. REMIT Reporting Service for Bilateral Contracts</u>		
RRM Reporting Service <u>B1</u>	<input type="checkbox"/>	<u>Starting date:</u>
RRM Reporting Service <u>B2</u>	<input type="checkbox"/>	<u>Starting date:</u>
<u>C. REMIT Reporting Service for RES Feed-In Tariff Bilateral Contracts with LAGIE</u>		
RRM Reporting Service <u>C1</u>	<input type="checkbox"/>	<u>Starting date:</u>

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(s), 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 per type A and B can be selected, i.e. A1 or A2 and B1 or B2.

⁴ Market Participant's company name to be completed

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REMIT Reporting Service Agreement

Service Description

Version: ~~1.0~~

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Service Description

A. REMIT Reporting Services for DAS Transactions

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General Information

REMIT Reporting Services for DAS Transactions refers to Participants of the Greek Wholesale Electricity Market which have an active Power Exchange Agreement with LAGIE and are registered in the DAS Participants' Registry (DAS Market Participants). Reportable data shall be the details of Market 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.

Deleted: Contracts traded at LAGIE

1. Data Reporting Service A1

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.

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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 (ACER xml format)**, the latest on the working day following the auction.

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

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2. RRM Reporting Service A2

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

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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".

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B. REMIT Reporting Service for Bilateral Contracts

General Information

REMIT Reporting Services for Bilateral Contracts refers to **DAS Market Participants**, who wish to use LAGIE as RRM to report their non-standard contracts for the supply of electricity and/or natural gas (as defined in the Implementing Acts) and their respective counterparties.

In accordance with Article 5 of the Implementing Acts, 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 Acts. The details of transactions executed within the framework of non-standard contracts specifying at least an outright volume and price shall be reported using Table 1 of the Annex of the Implementing Acts.

Market Participant will submit to LAGIE through the RS-RRM platform the reportable information in a specific XML format defined by LAGIE. **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 LAGIE according to the timing and terms of uploading specified in the "REMIT Reporting Service User Guide".

Following successful submission of the reportable information to the RS-RRM Platform, LAGIE as RRM, will report to **ACER**, on behalf of the **Market Participant** the submitted data, pursuant 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.

1. RRM Reporting Service B1

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

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

2. RRM Reporting Service B2

This Service is intended for the **Market Participant** who is counterparty to a **DAS Market Participant** and wish to use LAGIE as RRM to report its non-standard contracts with the DAS Market Participant.

The Service is offered exclusively under the conditions that (a) **DAS Market Participant** has declared him as its counterparty according to the provisions specified in the "REMIT Reporting Service User Guide" and (b) **the DAS Market Participant** has an active Power Exchange Agreement with LAGIE.

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

C. REMIT Reporting Service for RES Feed-In Tariff Bilateral Contracts with LAGIE

General Information

REMIT Reporting Service for RES Feed-In Tariff Bilateral Contracts refers to the Market Participants who have active contracts with LAGIE for the sale of electricity produced by renewable sources production unit/s with a capacity greater than 10 MW (>10MW) and wish to use LAGIE as RRM to report the details of the corresponding contracts to ACER.

LAGIE, as counterparty to the contact and RRM, will report to ACER, on behalf of the **Market Participant** the details of the non-standard contract in a complete, accurate and timely manner, according to REMIT article 8(1).

In accordance with Article 5 of the Implementing Acts, the reportable information of the **Market Participant's** non-standard contract shall include the details set out in Table 2 of the Annex of the Implementing Acts. The details of transactions executed within the framework of non-standard contract shall be reported using Table 1 of the Annex of the Implementing Acts.

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(s), 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

Version: ~~1.0~~

~~09 March 2016~~

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Service Fees

1. 1. Start-up fee	
Data Reporting Service <u>A1</u>	Free of charge
RRM Service <u>A2</u>	Free of charge
<u>RRM Service B1</u>	<u>Free of charge</u>
<u>RRM Service B2</u>	<u>Free of charge</u>
<u>RRM Service C1</u>	<u>Free of charge</u>

1.2. Service fee	
Data Reporting Service <u>A1</u>	Free of charge
RRM Service <u>A2</u>	Free of charge
<u>RRM Service B1</u>	<u>Free of charge</u>
<u>RRM Service B2</u>	<u>Free of charge</u>
<u>RRM Service C1</u>	<u>Free of charge</u>

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(s), 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