



Trading Agreement 5

# REMIT Data and Reporting Services Agreement

No. NO/YY

Member

CROATIAN POWER EXCHANGE Ltd.

**[insert Company name of Member]**, a company organised and existing under the laws of **[insert Country]**, having its registered office at **[insert Address, City, Country]** and registered with the **[insert name of the Registry]** under the number **[insert registration number]** and VAT ID **[insert VAT ID number]** (hereinafter: **the Member**);

and

**CROATIAN POWER EXCHANGE Ltd.**, a company organised and existing under the laws of Croatia, having its registered office at **Slavonska avenija 6/A, 10000 Zagreb, Croatia** and registered with the court registry of the **Commercial Court in Zagreb** under the number **080914267** and VAT ID **HR14645347149** (hereinafter: **CROPEX**);

(hereinafter collectively referred to as: **the Parties**),

enter on [date] into the following

## **REMIT DATA AND REPORTING SERVICES AGREEMENT**

### **1. BACKGROUND**

- 1.1.** CROPEX operates CROPEX Markets, providing the possibility of Trading in Products.
- 1.2.** Member is a Member of any or each of CROPEX Markets within the meaning of and in accordance with CROPEX Trading Rules in their entirety, including Trading Appendices (hereinafter: **the Trading Rules**), on the basis of Membership Agreement No. [●] entered into between the Member and CROPEX on [●] (hereinafter: **the Membership Agreement**).
- 1.3.** Member is an energy market participant responsible for providing ACER with a record of wholesale energy market transactions, including orders to trade, in accordance with the Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (hereinafter: **REMIT**).
- 1.4.** CROPEX is registered as an Organised Market Place according to the Commission Implementing Regulation (EU) No 1348/2014 (hereinafter: **REMIT Implementing Regulation**).
- 1.5.** CROPEX as an Organised Market Place offers to energy market participants services of provision of data for the purpose of reporting pursuant to REMIT of standard contracts, under the terms set in this Agreement (hereinafter: **Service**).

### **2. PARTIES TO AND SCOPE OF AGREEMENT**

- 2.1.** The Parties to this REMIT Data and Reporting Services Agreement (hereinafter: the **Agreement**) are CROPEX as a provider of the Service and the Member as a recipient of the Service.
- 2.2.** By providing the Service in accordance with this Agreement, CROPEX will provide to the Member the record of the Member's orders and trades on CROPEX Markets stipulated in Annex 1, so that the Member can report it to ACER through another RRM

### **3. MEMBER'S RIGHTS AND OBLIGATIONS**

- 3.1.** The Member must be registered as a market participant with the relevant national regulatory authority as mandated by the Article 9 of REMIT prior to concluding of this Agreement. The Member provides CROPEX with its unique market participant identification code listed in Annex 1. The Member is solely responsible for its registration and for notifying the relevant national regulatory authority any change which has taken place as regards the information provided in the registration form, in accordance with the Article 9 of REMIT. The Member shall also notify CROPEX of such changes and of notification to the relevant national regulatory authority immediately and without delay.

- 3.2.** The Member shall provide CROPEX with all information necessary in order for CROPEX to perform the Service for the Member (including updates to such information where applicable). The Member is solely responsible for any communication with any third parties unless explicitly included in the relevant Service.
- 3.3.** The Member is solely responsible for any legal arrangements such as registrations, authorisations, licenses, agreements, special identification details or similar between the Member and third parties that are required for the Member's use of the relevant Service or for CROPEX to perform the Service.
- 3.4.** The Member represents and warrants that all information delivered by the Member to CROPEX, as well as the Member details, including all contact information, is updated, true and accurate at all times, and CROPEX shall not be obliged to perform any independent verification of any such information.
- 3.5.** The Member may at any time amend its own details, including the Contact Persons, by written notice to CROPEX, or through such other means as CROPEX may allow from time to time.

#### **4. CROPEX RIGHTS AND OBLIGATIONS**

- 4.1.** CROPEX will provide the Service to the Member by providing to the Member a record of the Member's transactions taking place on CROPEX Markets stipulated in Annex 1 to this Agreement, including the Member's orders to trade, pursuant to the Article 8(1) of REMIT, in order for the Member to report these data to ACER by using another RRM.
- 4.2.** For avoidance of doubt, if Member wants to change the choice of CROPEX Markets for which CROPEX provides the Service, Parties will amend Annex 1 to this Agreement.
- 4.3.** Relevant order and trade data for the Member will be extracted automatically from CROPEX's trading platform and delivered to the Member no later than on the working day following the conclusion of the contract or placement of the order or the auction, as applicable from case to case in accordance with the Article 7 of the REMIT Implementing Regulation.
- 4.4.** Solely Member is responsible for reporting the data from paragraph 4.1 of this Article to ACER. CROPEX shall have no responsibility to report the respective data to ACER. CROPEX's obligations from this Agreement are fulfilled by providing the respective data to the Member.

#### **5. FEES, INVOICING AND PAYMENT**

- 5.1.** Applicable fees for the provision of the Service are stated in CROPEX's Fee Schedule for REMIT Services published on CROPEX's web pages. CROPEX will invoice the Member and the Member will pay for the provided Service in accordance with the applicable fees stated in CROPEX's Fee Schedule for REMIT Services.
- 5.2.** CROPEX will invoice the Member monthly via e-mail.
- 5.3.** All invoices are payable within thirty (30) days from the invoice date. Any late payment will be charged a Statutory Default Interest rate (per calendar month) in amount of the at all times prevailing statutory late penalty interest rate in Croatia applicable to commercial contracts.
- 5.4.** In case the Member does not pay its fees when due, CROPEX has the right to suspend the Service to the Member, without CROPEX's liability to the Member and without affecting the Member's obligation to pay all fees for already provided Service. CROPEX will provide a written notice on such suspension of the Service and start suspending the Service ten (10) calendar days after CROPEX sends a written notice (e-mail) on the suspension to the Member.

- 5.5.** CROPEX is entitled to adjust the fees and other provisions of Fee Schedule for REMIT Services with thirty (30) days prior written notice to the Member. If the change in Fee Schedule for REMIT Services results in higher fees payable by the Member, the Member may terminate this Agreement by sending a termination notice to CROPEX within ten (10) days as of the date when the initial notice was sent by CROPEX, in which case the termination day will be the first day of applicability of new Fee Schedule for REMIT Services. This provision does not limit the Member's right to terminate the Agreement in accordance with Section 9 of this Agreement and notification periods stipulated therein. In case of termination in accordance with this clause, the Member will have no claims against CROPEX.

## **6. BREACH OF THE AGREEMENT**

- 6.1.** The Member shall give CROPEX immediate written notice in case of errors in the Service or any breach of this Agreement, and allow CROPEX a reasonable time to remedy the error or the breach. The Member shall have no further claims towards CROPEX in case an error or the breach is remedied within such reasonable remedy period.
- 6.2.** Parties mutually confirm that if CROPEX is prevented from timely provision of any information to the Member because of the Member's failure to timely deliver true and accurate necessary information or changes of such information to CROPEX, regardless of whether CROPEX explicitly required such information from the Member or not, such omission by CROPEX to provide information to the Member will not be considered a breach of this Contract and shall not give rise to any Member's claims toward CROPEX.

## **7. FORCE MAJEURE**

- 7.1.** 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.

## **8. CONFIDENTIALITY**

- 8.1.** Delivery of data to third parties by CROPEX in accordance and/or in connection with the terms of this Agreement shall not be considered a breach of confidentiality under any other agreement between CROPEX and the Member, especially including but not limited to the Membership Agreement.
- 8.2.** The Parties shall keep information received about each other and their business confidential, unless the receiving Party has received or receives such information without a duty of confidentiality, or such information has fallen into the public domain, or is required to be disclosed by virtue of law.
- 8.3.** CROPEX may disclose confidential information to any person or contractor engaged by CROPEX in performing the Service, provided that such person or entity is subject to a duty of confidentiality substantially corresponding to that of CROPEX.

## **9. TERM AND TERMINATION**

- 9.1.** The Agreement may be terminated at any time upon delivery of a written notice thirty (30) days prior to the termination, by the party terminating the Agreement.
- 9.2.** Notwithstanding the paragraph above, CROPEX may terminate the Agreement by shorter notice if circumstances beyond the reasonable control of CROPEX make further provision of the Service by CROPEX illegal, impossible or significantly more burdensome or costly than CROPEX had reason to expect at the moment of concluding this Agreement.
- 9.3.** Either Party may terminate the Agreement by written notice to the other Party if the other Party materially breaches its obligations and such material breach is not remedied within ten (10) days after receipt of the written notice from the non-defaulting Party. For avoidance of doubt failure to fulfil any payment obligation by the Member, will be deemed material breach of the Agreement.

- 9.4.** Termination shall not affect rights or obligations accrued by 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, especially including but not limited to the obligation of confidentiality envisaged in Article 8 of this Agreement.
- 9.5.** This Agreement shall be automatically terminated, without further notice, if Parties for any reason or in any circumstances terminate the Membership Agreement. This Agreement cannot remain in force if Member does not have a valid Membership Agreement.

## **10. COMMUNICATIONS**

- 10.1.** Written communications between the Parties shall be in English unless the Parties agree to another language.

## **11. CHOICE OF LAW AND DISPUTE RESOLUTION**

- 11.1.** This Agreement shall be governed by, construed and take effect in accordance with Croatian law.
- 11.2.** The competent Court in Zagreb shall have exclusive jurisdiction to settle any claim, dispute or difference that may arise out of or in connection with this agreement, including any question as to its existence, validity or termination.
- 11.3.** Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any proceedings in the Croatian courts and any claim that any such proceedings have been brought in an inconvenient forum, and further irrevocably agrees that a judgement in any proceedings brought in the Croatian courts shall be conclusive and binding upon such Party and may be enforced in the courts of any other jurisdiction in accordance with the enforcement law of that jurisdiction.

## **12. FINAL PROVISIONS**

- 12.1.** This Agreement has been made in two (2) originals in English language, and each Party shall keep one (1).

\* \* \*

IN WITNESS OF THEIR AGREEMENT each Party has caused its authorised representative to execute this agreement effective as of the date of signature by both Parties.

### **Annex 1: Choice of CROPEX Markets and Authorisations**

#### **For and on behalf of the Member**

---

Signature and stamp

---

Name and function (capital letters)

---

Place

**For and on behalf of CROPEX**

---

Signature and stamp

---

Name and function (capital letters)

---

Place