

## REMIT DATA REPORTING AGREEMENT

*(Applying Regulation (EU) No. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (REMIT))*

This agreement is made **BETWEEN**

MIBGAS S.A., a company incorporated and existing under the laws of Spain, with registered office at Calle Alfonso XI no. 6, Madrid, and VAT number A-86500774.

Hereinafter referred to as “**MIBGAS**”;

and

..... a company incorporated and existing under the laws of ..... (name of the country), with registered office at ....., and VAT number .....

Hereinafter referred to as “**Market Participant**”.

MIBGAS and Market Participant hereinafter individually or collectively also referred to as “Party” or “Parties”, respectively.

### WHEREAS

- A. On 8 December 2011, the European Union (hereinafter “EU”) adopted new stringent rules on wholesale energy trading through Regulation (EU) No. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (hereinafter “REMIT”) which introduces a sector-specific framework for the monitoring of wholesale energy markets, with the objective of detecting and deterring market manipulation and trading based on inside information.
- B. According to article 8 of this Regulation, market participants shall report to the Agency for the Cooperation of Energy Regulators (hereinafter “ACER”) on a regular basis details of wholesale energy contracts both in relation to the supply of electricity and natural gas and the transportation of those commodities.
- C. ACER has established that market participants may report transactions executed at organised marketplaces to it through the organised marketplace concerned.
- D. For reasons of operational reliability, ACER considers it necessary and appropriate that the reporting of records of transactions is performed through Registered Reporting Mechanisms (hereinafter “RRMs”).
- E. MIBGAS as the Operator of the Organized Gas Market is the Company in charge of the management of the system of natural gas, purchase and sale bids, in accordance with the provisions of the 18/2015 Act of 21 May, amending the Hydrocarbons Sector Act 34/1998 which regulates certain tax and no tax measures related to the hydrocarbons exploration and exploitation.

- F. On the basis of the aforementioned, MIBGAS and the Market Participant desire to enter into an agreement, which will define respective rights and duties as well as all services to be performed, and hereby agree as follows:

## ARTICLES

### 1. SUBJECT MATTER

In accordance with the terms and conditions laid down in this agreement, MIBGAS will provide the Market Participant with the services required for it to meet its reporting obligations included in Regulation (EU) No. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (REMIT), regarding gas market transactions managed by MIBGAS.

### 2. TRANSACTIONS TO BE REPORTED

MIBGAS shall report to ACER the Market Participant's transactions resulting from its intervention in the Organized Gas Market managed by MIBGAS.

According to REMIT, the reported data shall comprise matched orders and unmatched orders executed on the MIBGAS platform (hereinafter the "Data").

The reporting service shall comply with the information fields and formats required by ACER.

### 3. TIMING OF THE REPORTING

The Data shall be reported by MIBGAS to ACER no later than on the first working day after the relevant market trading session or within such period as REMIT shall establish from time to time.

### 4. MARKET PARTICIPANT REPRESENTATIONS

The Market Participant acknowledges and agrees that:

- (a) The Market Participant remains solely responsible and liable for submission of all data subject to the reporting obligation which is not included in the Data.
- (b) The Market Participant must provide the "market participant registration code", a unique code provided to the Market Participant by ACER upon registering in accordance with article 9 of REMIT and under article 10 (2) of Commission Implementing Regulation (EU) No. 1348/2014 of 17 December 2014.
- (c) Any submission by MIBGAS of the Data under this Agreement is made with a view to facilitating the Market Participant's reporting of data pursuant to the reporting obligations and is independent of any reporting obligation that MIBGAS may or may not be subject to.
- (d) Without prejudice to any other actions that MIBGAS may take, MIBGAS will not be required to provide any services whatsoever under this Agreement in the event of the occurrence of a

breach, whether by act or omission, of this Agreement by the Market Participant, including the lack of payment of any fee.

- (e) The reporting obligation and the services MIBGAS provides under this Agreement, remain subject to change as a result of any regulatory developments affecting the contents thereof.
- (f) The Market Participant is acting for its own account and has made its own independent decisions based on an appropriate analysis and assessment to enter into this Agreement.

## **5. LIABILITY**

MIBGAS shall perform the obligations it has with reasonable care, within the practice rules of its profession, having regard to the type of service provided.

MIBGAS expressly agrees to assign the work entrusted to qualified technical staff with suitable professional profiles.

MIBGAS agrees to make available to the Market Participant the data transmitted to ACER derived from its participation in the Market.

MIBGAS's liability hereunder, other than in the event of wilful misconduct or fraud, shall not exceed, on aggregate, 100% of the amount effectively paid in the relevant calendar year by the Market Participant under the Agreement.

MIBGAS shall not be required to do or cause to be done anything which is not permitted or is contrary to or inconsistent with the operating procedures of MIBGAS, or which is contrary to any statutory, judicial or administrative provision, or which MIBGAS is otherwise prevented from doing.

MIBGAS shall not have any liability to the Market Participant (or any person claiming under or through it) whether in contract or tort, due to a third party accessing or intercepting any information or data whatsoever of the Market Participant, except to the extent that such events are due to the gross negligence, wilful misconduct or fraud of MIBGAS.

## **6. PROCEDURES**

MIBGAS shall guarantee the effective and safe exchange and handling of information with ACER. In particular, MIBGAS will ensure the security, confidentiality and completeness of information, the authentication of the source of information and continuity of the service provided.

On a daily basis, MIBGAS shall inform the Market Participant about the performance of the reporting service to ACER through the market access Platform. In this context, MIBGAS shall identify any incident that may have occurred.

## **7. FORCE MAJEURE**

Neither Party shall be liable to the other for a breach of its contractual obligations where that is due to an event of Force Majeure or a Fortuitous Event, as provided for in article 1105 of the Civil Code.

For the purpose of this agreement, events of “Force Majeure” shall include but not be limited to:

- (a) An enemy act or an act of terrorism, declared or undeclared war, threat of war, blockade, revolution, riot, insurrection, civil commotion, demonstration or public disorder.
- (b) Act of vandalism or sabotage.
- (c) Natural disaster or phenomenon.
- (d) Fire, explosions, radioactive, chemical or other hazardous contamination.
- (e) A general or industry-wide strike.
- (f) Faults or malfunctions of data communication systems, telecommunication lines (e.g. telephone lines, Internet accesses), to the extent not attributable to the wilful misconduct of the Party invoking Force Majeure.

The Party affected by an event of Force Majeure, shall be suspended from the performance of its obligations under this Agreement for so long as performance of such obligations is affected by the event of Force Majeure.

## **8. INDEMNITY**

The Market Participant agrees to indemnify and hold harmless MIBGAS from and against any and all losses, damages, charges or expenses incurred by or awarded against them arising from or in connection with:

- (a) any claim or action brought by any third party to the extent that such claim or action arises out of or in connection with or is caused, directly or indirectly, by the activities of the Market Participant contemplated by this Agreement;
- (b) any information provided to MIBGAS by the Market Participant, including but not limited to all information included in any data made known to MIBGAS by the Market Participant;
- (c) any fine, penalty or sanction derived from regulatory, administrative or judicial inquiries which arise out of or in connection with the activities of the Market Participant contemplated by this Agreement, except to the extent that those are the direct result of wilful misconduct or fraud of MIBGAS.

## **9. FEES**

MIBGAS will in consideration of the services provided receive from the Market Participant a monthly amount in Euros (VAT excluded) in accordance with the Fees listed in Schedule I attached hereto as an integral part hereof.

Subject to the above, the agent shall be bound to pay to MIBGAS the fees in force from time to time, which may differ from those specified in the preceding paragraph if modified by MIBGAS on the terms laid down in article 12 below.

MIBGAS shall invoice the relevant monthly consideration if the Market Participant has a valid agreement with MIBGAS on the last day of the month.

MIBGAS may include the monthly payment in the credit or debit note of the consolidation account associated to the Market Participant.

## 10. CONFIDENTIALITY

All market data submitted to ACER in the context of this agreement shall be considered confidential until they have been made public according to the Spanish regulation.

The Parties agree to hold Confidential Information in confidence in accordance with the terms of this Agreement.

The Parties agree to use Confidential Information solely in accordance with the terms of this Agreement.

The Parties agree not to disclose Confidential Information to third parties without the prior written consent of the disclosing party except:

- (a) to such Party's auditors or legal advisors;
- (b) as required for enforcement by either Party of its rights with respect to this agreement before the courts or competent authorities;
- (c) as required by the applicable laws, rules or regulations, or in a requirement issued by a judicial or administrative authority;

The Market Participant authorises the disclosure to MIBGAS of all such information as may be required in accordance with the provisions of REMIT, implementing acts and any directly or indirectly applicable supporting law, rule or regulation and the guidance laid down in the TRUM and the MoP ("REMIT and Supporting Regulation"), and between MIBGAS and any persons or entities providing services to MIBGAS in connection with support in compliance with the reporting requirements.

The data or information provided by one Party to the other under this Agreement shall be used by the receiving Party only for the purposes established in this Agreement and for no other purposes without the prior written consent of the disclosing party. Any such data or information and any intellectual property rights contained therein shall remain the property of the disclosing party such that the receiving Party shall have no other rights in and to such data or information as set out in this Agreement.

Other than as expressly provided for in this Agreement, any data or information provided by one Party to the other shall be kept strictly confidential and the receiving Party shall protect such data and information from unauthorised disclosure to third parties.

**11. ENTRY INTO EFFECT AND DURATION**

This Agreement shall enter into effect on the date on which it is signed by MIBGAS.

This agreement shall apply for an unlimited period of time and may be terminated by any of the Parties at any time, subject to 30 days prior notice through the market operator information system.

**12. AMENDMENT AND TERMINATION**

MIBGAS may, by not less than 60 days prior written notice to the Market Participant, amend (in whole or part) this Agreement and any operational and procedural documents or processes in respect of this Agreement to accommodate any change in regulation or operational requirement but any such amendment will only be effective if not rejected by the Market Participant by written notice.

In the event that the Market Participant should reject an amendment by written notice within 60 days from receipt of the relevant notice by MIBGAS, this Agreement will terminate with effective date 60 days after MIBGAS's written notice without such amendment taking effect.

In the event that the Market Participant should not reject an amendment by written notice within 60 days after receiving written notice from MIBGAS, the Market Participant shall be deemed to have agreed to such amendment to this Agreement.

MIBGAS may, by not less than 90 days prior written notice to the Market Participant, modify the Fees included in this agreement. This modification will only be effective if not rejected by the Market Participant by written notice.

In the event that the Market Participant should reject the modification by written notice within 60 days after receiving written notice from MIBGAS, this agreement will terminate with effective date 90 days after MIBGAS written notice without such amendment taking effect.

In the event that the Market Participant should not reject the modification by written notice within 60 days after receiving written notice from MIBGAS, the Market Participant shall be deemed to have agreed to such amendment to this Agreement.

Those provisions which expressly are intended to remain in force or those which by their nature remain in force following termination including, but not limited to, the Confidentiality Clause or Governing Law and Jurisdiction, shall survive the termination of this Agreement.

The Market Participant's loss of market agent status shall result in the immediate termination of this agreement.

**13. ASSIGNMENT**

Neither this Agreement nor any rights or obligations under this Agreement shall be assigned by a Party without the prior written consent of the other Party unless such assignment is required under the applicable laws.

For the purposes of this Agreement "Affiliate" means, in relation to any Person, a subsidiary of MIBGAS, a subsidiary of a subsidiary of MIBGAS, a holding company of MIBGAS or any subsidiary of that holding company.

#### 14. MISCELLANEOUS

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior oral and written communications with respect thereto. Each of the parties acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance of the other Party and waives all rights which might otherwise be available to it in respect thereof.

If, at any time, any term of this Agreement is or becomes illegal, invalid or unenforceable in any respect, this will not affect the legality, validity or enforceability in that jurisdiction of any other term of this Agreement.

No failure or delay in exercising any right in respect of this Agreement will be presumed to operate as any waiver thereof, and no single or partial exercise of any right will be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

#### 15. GOVERNING LAW AND JURISDICTION

This Agreement is governed by and construed in accordance with Spanish law.

Both parties submit to the Courts and Tribunals of the capital city of Madrid for the resolution of any dispute arising in connection with the performance or termination of this agreement, expressly waiving any other jurisdiction they might avail of.

In witness whereof, this Agreement has been duly executed in two counterparts, one for each of the undersigned Parties, at the place and on the date first above written.

Signed in \_\_\_\_\_ on \_\_\_\_\_ 201

NAME OF THE COMPANY

MIBGAS, S.A.

(signature of the legal company's representative)

## SCHEDULE I

### Fees

The service cost is 250€ per month.