

Addendum no.

To the Agreement on data accessing and reporting

This Addendum to the agreement on data accessing and reporting (hereinafter referred to as "the Addendum") is concluded today ("Signature Date") by and between:

- (1) **OPERATORUL PIEȚEI DE ENERGIE ELECTRICĂ ȘI DE GAZE NATURALE „OPCOM” S.A.**, a Romanian legal person with its registered office in Bucharest, 16-18 Hristo Botev Boulevard, District 3, registered with the Office of Trade Registry attached to Bucharest Tribunal under no. J40 / 7542 / 2000, VAT Number 13278352, fiscal attribute RO, IBAN Code RO71 RNCB 0074 0292 1737 0107, opened with BCR, District 3 branch, holder of License no. 407 issued by the Romanian Energy Regulatory Authority (ANRE) for the activity of electricity market operator and of License no. 1798 issued by the Romanian Energy Regulatory Authority (ANRE) for the performance of the activity of administration of the centralized markets in the natural gas area, duly represented by Victor Ionescu, in capacity as General Manager, and by Silvia Fediuc, in capacity as Economic Manager,

in capacity as organized market, hereinafter referred to as "OPCOM"

and

- (2),
a legal person functioning according to the laws of, with registered office in, registered with the Office of Trade Registry attached toTribunal under no., VAT Number, fiscal attribute, IBAN Code opened with, branch, duly represented by, in capacity as and by, in capacity as,

in capacity as market participant, hereinafter referred to as the "Market Participant"

hereinafter severally referred to as the "Party" and jointly as the "Parties"

Whereas:

- (A) The Parties have concluded on the agreement on data accessing and reporting (hereinafter referred to as the "Agreement") with a view to observing the provisions of the Commission Implementing Regulation (EU) No 1348/2014 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 ("REMIT Regulation") according to which all market participants shall report on

a regular basis to the Agency for Cooperation of Energy Regulators ("ACER") the details of the wholesale energy contracts,

- (B) The Parties agree that Annex 1 to the Agreement is replaced by Annex 1 to this Addendum,
- (C) The Parties agree that OPCOM will provide the services requested by the Market Participant by completing Annex 1 to the Agreement (hereinafter jointly referred to as „Services"), as amended by this Addendum,
- (D) Regulation (EU) 942/2019 of the European Parliament and of the Council establishing the Agency ("the ACER Regulation") introduces fees as an additional source of ACER funding to cover the costs of REMIT-related activities, respectively for collecting, handling, processing and analysing of the information reported under Article 8 of the REMIT,
- (E) The European Commission, Directorate-General for Energy (DG Energy), in consultation with ACER, issued Commission Decision (EU) 2020/2152 of 17.12.2020 on fees due to the European Union Agency for the Cooperation of Energy Regulators for the collecting, handling, processing and analysing of information reported under Regulation (EU) No.1227/2011 of the European Parliament and of the Council ("Commission Decision 2020/2152") in the implementation of art. 32 of the ACER Regulation establishing REMIT fees for market participants registered in accordance with Article 9 of REMIT, applicable from 1 January 2021,
- (F) ACER accompanies the adoption of Decision 2020/2152 with the first version of the document entitled "Questions and Answers on REMIT Fees", providing further details on the methodology for calculating tariffs, as available at https://documents.acer-remit.eu/wp-content/uploads/ACER_REMIT-FEE-QA_v1.1.pdf,

The Parties have decided to conclude this Addendum to the Agreement and have established the following:

1. Pursuant to this Addendum, the Parties agree that OPCOM will provide the Services requested by the Market Participant by completing Annex 1 to this Addendum.

At the same time, regarding the new Services for which he has opted under this Addendum, the Market Participant will pay the fees provided in Annex no. 5 to this Addendum.

2. Also, pursuant to this Addendum, the Parties agree that:
 - i. OPCOM will invoice to the Market Participant the REMIT fees established in accordance with Commission Decision 2020/2152 of 17.12.2020 on fees due to the European Union Agency for the Cooperation of Energy Regulators for the collectiong, usehandling, processing and analysings of information reported under Regulation (EU) No.1227/2011 of the European Parliament and of the Council, as they will be calculated and broken down individually by ACER for reporting registrations on behalf of the Market Participant.
 - ii. The invoice containing the REMIT fees will be electronically issued and sent (by e-mail) by OPCOM within maximum 5 working days from the date of receipt of the invoice from ACER containing the breakdown of the fees by component, following that the Market Participant will to pay the invoice in full by bank transfer, with payment order, within five working days from receipt of the invoice. OPCOM has the right to suspend the execution of the obligations assumed by the Agreement if the Market Participant does not fully fulfill its obligation to pay within maximum 5 working days from the receipt of the invoice without the need for prior notification. During the suspension period, respectively starting with the date immediately

following the term of maximum 5 working days (bidding/trading day, as the case may be) for fulfilling the payment obligations, OPCOM is exonerated from any liability for non-performance of the obligations assumed by the Agreement. The suspension of the execution of OPCOM's obligations will last until the moment when the Market Participant will pay in full the outstanding amounts due to OPCOM.

iii. REMIT fees will also include the flat enrolment fee component calculated and allocated equally between the entities that used the reporting service according to the ACER invoice.

iv. Invoicing of REMIT fees to the Market Participant shall be subject to VAT, in situations where VAT is due in accordance with the applicable legislation.

v. The invoicing of REMIT fees to the Market Participant will be performed in Lei, at the exchange rate communicated by the National Bank of Romania valid on the date of invoicing.

vi. The Parties agree that additional fees may be charged in the event of a request from ACER for data resubmission due to its insufficient/poor quality. In such situations, both the initially reported records and their corrections will be taken into account in the tax calculation based on the transaction records.

vii. The Market Participant declares that it is aware of and assumes that the level of REMIT fees is subject to updating on the basis of a cost-based discounting mechanism independent of the number of reported transaction records, without exceeding the eligible costs.

3. All other contractual clauses in the Agreement remain unchanged. All the terms used in capitals in this Addendum have the same meaning as those defined in the Agreement.

4. This Addendum is governed and construed according to the Romanian legislation.

This Agreement has been concluded today,in two (2) originals, one original for each Party.

OPCOM S.A.

Market Participant

General Manager,

Victor Ionescu

Economic Manager,

Silvia Fediuc

D.I.T. Manager,

Remus Bârsănescu

Annex no. 1
Form – Application of the Market Participant

Applicant exit no.....

APPLICATION

To

Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A.
 16-18 Hristo Botev Boulevard, District 3, Bucharest





1. Company/Certified Natural Person/Industrial Enterprise/Financial Enterprise
, with registered office in, represented by its legal representative (general manager, director etc., as the case may be) and holding the ACER code, hereby request the provision of the following services by Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A.

Services		Electricity Market ¹	Natural Gas Market ²
(A) Services of reporting to ACER (" Reporting Services "), in the name and on behalf of the Market Participant, of the relevant data according to REMIT regulation and according to the procedures and standards published by ACER, within the terms imposed by ACER. For the purpose of provision of the Reporting Services OPCOM shall perform the following operations:	Contracts concluded on markets administrated by OPCOM	<input type="checkbox"/>	<input type="checkbox"/>
	Standard and/or non-standard contracts for the supply of electricity concluded outside the markets administrated	<input type="checkbox"/>	<input type="checkbox"/>

¹ To be checked off by the Market Participant.

² To be checked off by the Market Participant.



<p>i. Reporting of the data to ACER, including the events of the lifecycle of the following contracts: standard for the supply of electricity and natural gas concluded on markets administrated by OPCOM, standard and non-standard for the supply of electricity and natural gas concluded outside the markets administrated by OPCOM (respectively bilateral contracts concluded on the Romanian energy market), with the exception of those concluded in other organized electricity markets, as well as the execution of the non-standard contracts reported by OPCOM to ACER and reporting of the fundamental data regarding natural gas according to Article 9 (9) of the Commission Implementing Regulation (EU) No 1348/2014 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, for the natural gas storage in Romania;</p> <p>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to the participants in ACER XML format, through the OPCOM FTPS server;</p> <p>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to the participants in ACER XML format, through the OPCOM FTPS server.</p>	<p>by OPCOM (respectively bilateral contracts concluded on the Romanian energy market), with the exception of those concluded in other organized electricity markets</p>		
	<p>Fundamental data regarding natural gas according to Article 9 (9) of the Commission Implementing Regulation (EU) No 1348/2014 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, for the natural gas storage in Romania;</p>	<p>N/A</p>	
<p>(B) Services of reporting of the details regarding the wholesale energy contracts that have been concluded before the date when the reporting obligation becomes effective ("Backloading Services"). For the provision of the Backloading Services, OPCOM shall conduct the following operations:</p>	<p>Standard contracts concluded on markets administrated by OPCOM</p>		<p>N/A</p>
	<p>Non-standard contracts concluded on markets administrated by OPCOM</p>		<p>N/A</p>

<ul style="list-style-type: none"> i. Reporting of the data to ACER, including the events of the lifecycle of the following contracts: standard and non-standard contracts for the supply of electricity and natural gas concluded on markets administrated by OPCOM, standard and non-standard contracts for the supply of electricity and natural gas concluded outside the markets administrated by OPCOM (respectively bilateral contracts concluded on the Romanian energy market), with the exception of those concluded in other organized electricity markets, as well as for the execution of the non-standard contracts reported by OPCOM to ACER; ii. Access to the data reported by OPCOM to ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server; iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server. 	<p>Standard and/or non-standard contracts for the supply of electricity concluded outside the markets administrated by OPCOM (respectively bilateral contracts concluded on the Romanian energy market), with the exception of those concluded in other organized electricity markets</p>		
<p>(C) Services of provisions of access to the trading data in the formats of the trading platforms for the market participant reporting through another Registered Reporting Mechanism than OPCOM (“Data Accessing Services”)</p>			

Note: *The data accessing services is distinctly indicated in order to allow the Market Participant to report also through another Registered Reporting Mechanism than OPCOM. Consequently, the Market Participant that will apply for the provision of the Reporting Service and/or Backloading Service will apply also for the provision of the Data Accessing Service. For the avoidance of any doubts, the Parties agree that, in case, by error, the Market Participant does not request in the table above the provision by OPCOM of the Data Accessing Service, this shall be considered implicitly requested simultaneously with the request for provision of the Reporting Service and/or of the Backloading Service, no other authorizations and/or formalities by the Market Participant and/or OPCOM being necessary. The start date of provision of the Data Accessing Service shall be in this case the same with the start date of the Reporting Service and/or Backloading Service. If these are different, the first occurring date shall be considered.*

2. I request the provision by Operatorul Pieței de Energie Electrică și de Gaze Naturale ”OPCOM ” S.A. of the following services:

Services		From the date of:	
		Electricity Market	Natural Gas Market
<p>(A) Services of reporting to ACER (“Reporting Services”), in the name and on behalf of the Market Participant, of the relevant data according to REMIT Regulation and according to the procedures and standards published by ACER, within the terms imposed by ACER. For the purpose of provision of the Reporting Services OPCOM shall perform the following operations:</p> <p>i. Reporting of the data to ACER, including the events of the lifecycle of the following contracts: standard for the supply of electricity and natural gas concluded on markets administrated by OPCOM, standard and non-standard for the supply of electricity and natural gas concluded outside the markets administrated by OPCOM (respectively bilateral contracts concluded on the Romanian energy market), with the exception of those concluded in other organized electricity markets, as well as the execution of the non-standard contracts reported by OPCOM to ACER and reporting of fundamental data regarding natural gas according to Article 9 (9) of the Implementing Regulation (EU) No 1348/2014 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, for the natural gas storage in Romania;</p> <p>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server;</p>	Contracts concluded on markets administrated by OPCOM		
	Standard and/or non-standard contracts for the supply of electricity concluded outside the markets administrated by OPCOM (respectively bilateral contracts concluded on the Romanian energy market), with the exception of those concluded in other organized electricity markets		
	Fundamental data regarding natural gas according to Article 9 (9) of the Commission Implementing Regulation (EU) No 1348/2014 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, for the natural gas storage in Romania;	N/A	

<p>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server.</p>			
<p>(B) Services of reporting of the details regarding the wholesale energy contracts that have been concluded before the date when the reporting obligation becomes effective (“Backloading Services”). For the provision of the Backloading Services, OPCOM shall conduct the following operations:</p> <p>i. Reporting of the data to ACER, including the events of the lifecycle of the following contracts: standard and non-standard contracts for the supply of electricity and natural gas concluded on markets administrated by OPCOM, standard and non-standard contracts for the supply of electricity and natural gas concluded outside the markets administrated by OPCOM (respectively bilateral contracts concluded on the Romanian energy market), with the exception of those concluded in other organized electricity markets, as well as for the execution of the non-standard contracts reported by OPCOM to ACER;</p> <p>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server;</p> <p>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server.</p>	<p>Standard contracts concluded on markets administrated by OPCOM</p>		<p>N/A</p>
	<p>Non-standard contracts concluded on markets administrated by OPCOM</p>		<p>N/A</p>
	<p>Standard and/or non-standard contracts for the supply of electricity concluded outside the markets administrated by OPCOM (respectively bilateral contracts concluded on the Romanian energy market), with the exception of those concluded in other organized electricity markets</p>		
<p>(C) Services of provisions of access to the trading data in the formats of the trading platforms for the market participant reporting through another Registered Reporting Mechanism than OPCOM (“Data Accessing Services”)</p>			

Note: *The data accessing services is distinctly indicated in order to allow the Market Participant to report also through another Registered Reporting Mechanism than OPCOM. Consequently, the Market Participant that will apply for the provision of the Reporting Service and/or Backloading Service will apply also for the provision of the Data Accessing Service. For the avoidance of any doubts, the Parties agree that, in case, by error, the Market Participant does not request in the table above the provision by OPCOM of the Data Accessing Service, this shall be considered implicitly requested simultaneously with the request for provision of the Reporting Service and/or of the Backloading Service, no other authorizations and/or formalities by the Market Participant and/or OPCOM being necessary. The start date of provision of the Data Accessing Service shall be in this case the same with the start date of the Reporting Service and/or Backloading Service. If these are different, the first occurring date shall be considered.*

Position, legal representative:

Legal representative's last name and first name:

Legal representative's signature.....