

# REMIT Service Agreement

concluded between



**RAG Energy Storage GmbH**

A-1010 Vienna, Canovagasse 5 (FN 387266 i)

– hereafter referred to as “**RAG ES**” –

and

[Customer]  
[Address]

– hereafter referred to as “**Customer**” –

– individually or collectively referred to as the “**Parties**” –

as follows:

## **PREAMBLE**

Article 8 of 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**”) in conjunction with 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 (“**Implementing Regulation**”) regulates reporting requirements regarding fundamental data according to Article 2(1) of the Implementing Regulation.

According to Article 9(9) of the Implementing Regulation, market participants within the meaning of Article 2(7) REMIT, or Storage System Operators on their behalf, shall report to the Agency for the Cooperation of Energy Regulators (the “**Agency**”) the amount of gas the market participant has stored at the end of the gas day (“**REMIT Data**”).

The Customer is aware of the abovementioned provisions and requests the transmission of REMIT Data by RAG ES as storage systems operator.

### **1. Scope of Service**

RAG ES shall transmit the Customer’s REMIT Data to the Agency on a daily basis. The transmission shall be effected in accordance with the standards and deadlines set out in the Implementing Regulation. Transmissions of REMIT Data to and/or required by the competent national regulatory authority shall be effected by the Customer himself who shall remain fully responsible for the fulfilment of any and all requirements in this context. For the avoidance of doubt, RAG ES shall only perform transmissions of REMIT Data related to valid and existing gas storage contracts concluded with RAG ES.

For the performance of transmissions RAG ES uses a Registered Reporting Mechanism (“**RRM**”). For the time being, this RRM is Gas Infrastructure Europe, Avenue de Cortenbergh 100, 1000 Brussels, Belgium. The selection and any subsequent change in the person of the RRM shall be determined exclusively by RAG ES.

RAG ES may adapt the Scope of Service and its technical implementation to any changes in regulatory provisions with particular but not exclusive regard to changes to REMIT, the Implementing Regulation or any applicable successor provision and/or any technical guidelines/provisions by the Agency and/or the competent RRM. Should the Parties gain knowledge of changes to the legal and/or technical provisions mentioned above they will inform the other party without undue delay.

RAG ES endeavours to continually provide the Scope of Service mentioned in section 1 and shall notify the Customer of any planned system outages (e.g. for required maintenance activities) within a reasonable period of time and of any unplanned system outages as soon as possible. RAG ES shall not be liable for damages of any kind related to

- (A) errors in data processing and transmission arising from slight negligence or without fault and/or negligence of RAG ES and/or its employees, representatives and/or agents;
- (B) outages of its IT systems arising from slight negligence or without fault and/or negligence of RAG ES and/or its employees, representatives and/or agents;
- (C) defectiveness and/or non-availability of third party IT systems (including the competent RRM) and/or
- (D) any subsequent (delayed, faulty, incomplete and/or non-performance of) data processing by the RRM and/or the Agency.

Liability for indirect damages and consequential damages, regardless of their legal basis, as well as for any loss of profit is excluded. The Customer warrants that he has made adequate arrangements that allow him a timely transmission of data to the Agency and/or national regulatory authority on his own without the service described under Section 1 and that he will make these transmissions if and when required.

## **2. Start, duration and termination of contract**

This REMIT Service Agreement shall be in force from the date on which it is signed by both Parties and shall be valid for an indefinite period of time. Each party shall have the right to terminate this REMIT Service agreement with a notice of three months. Notwithstanding the previous, this REMIT Service Agreement shall automatically be terminated without a separate notice to terminate being required, when no valid gas storage contract exists between the Customer and RAG ES.

To ensure that the services under Section 1 can be provided as of 07 April 2016 the Customer shall transmit his valid ACER registration code to the following e-mail address until 31 March 2016 the latest:

[office@rag-energy-storage.at](mailto:office@rag-energy-storage.at)

Should the Customer transmit his ACER registration code at a later point of time a lead time of at least 10 working days after receipt of the registration code is to be expected for the initial setting up of services.

## **3. Service fee**

Until further notice, RAG ES offers the service under Section 1 free of charge. RAG ES reserves the right to charge fees after adequate prior notice with effect from the beginning of the next storage year. In this case the Customer is – regardless of the right of termination under Section 2 – entitled to terminate this agreement within one month after receiving the respective notice with effect from the end of the current gas year.

## **4. Status as a market participant**

The Customer confirms that he is a registered market participant within the meaning of Article 2(7) and Article 9 of REMIT and is in possession of a valid ACER registration code.

Should the Customer lose his status as a registered market participant, RAG ES shall not be obliged to further provide its services under Section 1. The customer is obliged to inform RAG ES of the loss of its status as registered market participant without undue delay.

## **5. Obligation to cooperate**

The Customer shall supply RAG ES with all required information in such a way that RAG ES is able to provide the service under Section 1 in accordance with REMIT, the Implementing Regulation and any applicable provisions and or guidelines of the Agency.

In relation to the technical realization of the services under Section 1 the Customer nominates

Name:

E-Mail-Address:

Telephone number:

to be its competent point of contact. The Customer may change its point of contact at any time by written notice to RAG ES (notification by E-Mail suffices).

## **6. Data quality and reporting**

The Customer warrants that any information provided by him is – to the best of his knowledge – accurate, complete and current. For the purpose of fulfilling its obligations under Section 1 RAG ES is entitled to use the data stored in its electronic processing systems and/or provided by the Customer without any verification/examination regarding form and/or content of said data. RAG ES shall not be liable for the correctness, completeness and/or up-to-dateness of the REMIT Data. RAG ES shall not be liable for any data submitted by the Customer directly to the RRM or the Agency.

Should the Customer not be able to completely provide the required REMIT Data in time he will inform RAG ES without undue delay and provide the missing data as soon as possible.

Should the Customer gain knowledge of the faultiness of data he provided to RAG ES or of data provided by RAG ES to the competent RRM, he shall immediately inform RAG ES. The Parties will use all economically appropriate and reasonable means to rectify faulty transmissions of REMIT Data and will – as far as possible – provide the RRM with corrected data.

## **7. Miscellaneous**

This agreement and any amendment made hereto shall be subject to the written form. This shall also apply for this written form requirement.

Should one or more provisions of this agreement be or become invalid, ineffective, non-executable or unenforceable the other provisions of this agreement shall not be affected. The affected provision shall be replaced with a valid, effective, executable and enforceable provision that is as close as possible to the business intentions that the Parties intended with the affected provision.

The laws of the Republic of Austria, excluding the provisions of the law on conflict of laws under international private law and excluding the provisions of the UN sales law (CISG), shall be the applicable law.

The Parties agree that the commercial court of Vienna, Austria, shall have sole jurisdiction to hear any litigation between the parties arising out of or in connection with this REMIT Service Agreement.

In case of contradictions or discrepancy between the German version and other language versions of this contract the German version is authoritative.

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[Customer]

Vienna, [Date]  
RAG Energy Storage GmbH

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Thomas Lejcko Georg Dorfleitner