

Data Reporting Service fees

1. Service Fees

1.1. Applicable Data Reporting Service Fees:

Service	Fee, EUR (VAT excluded)	Number of active contracts
Reporting service to ACER of bilateral contracts traded outside organised market	39 EUR/month	1 contract/month
	50 EUR/month	2-10 contracts/month
	130 EUR/month	11-50 contracts/month
	250 EUR/month	51-100 contracts/month
	450 EUR/month	>100 contracts/month
Service	Fee, EUR (VAT excluded)	Number of reports
Reporting service to ACER of cargo unloading and reloading at the LNG facilities	200 EUR/month	unlimited
	400 EUR/report	1 (one) report

- 1.2. If a Reporting service to ACER of bilateral contracts traded outside organised markets is ordered, the contract delivered on behalf of a third party will be counted individually as an active contract.
- 1.3. If a Reporting service to ACER of cargo unloading and reloading at the liquefied natural gas (hereinafter – **LNG**) facilities is ordered, the Client shall choose the applicable service fee in the Annex.
- 1.4. If the Client chooses to pay monthly fee for the Reporting service to ACER of cargo unloading and reloading at the LNG facilities, the minimum service providing period is 3 (three) months. If the Client decides to withdraw the Reporting service to ACER of cargo unloading and reloading at the LNG facilities before the end of 3 (three) months the Client shall be obliged to pay the Supplier a price for the entire 3 (three) months period, including the period during which the Client does not use the services provided by the Supplier.
- 1.5. Reporting to ACER data on standard contracts traded at the GET Baltic natural gas exchange shall not be charged.
- 1.6. All the fees are exclusive of value added tax (hereinafter – **VAT**) and other taxes.

2. Invoicing and payment

- 2.1. The service fee of Reporting service to ACER of bilateral contracts traded outside organised market shall be charged from that month on which the Customer provides its first report to the ACER. The service fee is calculated taking into account number per month of active contracts which data was submitted to ACER in accordance to the applicable fees referred in the Clause 1.1 of this Annex.
- 2.2. The service fee of Reporting service to ACER of cargo unloading and reloading at the LNG facilities shall be charged from the day the Annex No. 1.3 is signed. The Service price is calculated according to the chosen fee:
 - 2.2.1. If the Client chooses to pay monthly fee, the service price is equal to the monthly fee referred in the Clause 1.1. of this Annex.

- 2.2.1. If the Client chooses to pay for the number of uploaded reports, the service price is calculated according to reports submitted to the ACER per month according to the fee referred and applied in the Clause 1.1. of this Annex.
- 2.3. The Client shall pay for the services rendered by the Supplier according to the VAT invoice issued by the Supplier.
- 2.4. Every first Monday of each month the Supplier provides VAT invoice to the Client via email for the services provided previous month if the Supplier and the Client does not agree otherwise in the Annexes.
- 2.5. If Monday is a day off, then the Supplier provides VAT invoice to the Client on the immediate following working day.
- 2.6. The Client shall pay up the VAT invoice issued by the Supplier in 9 (nine) calendar days after the date of issuance of the VAT invoice.
- 2.7. If the Participant delays or fails to settle accounts with the Supplier within the time limits stipulated, the Supplier shall charge the late payment interest in the amount of 0.04% of the outstanding sum for each day of delay. The late payment interests shall be accrued the next day following the payment due date and shall be accrued as long as obligations to the Supplier are fulfilled.
- 2.8. If the Client decides to terminate the Data Reporting Service Agreement the Client shall be obliged to pay the Supplier a price for provided and unpaid services.
- 2.9. The Supplier shall be entitled to amend, modify, supplement or replace in whole or in part the Service Fee Annex unilaterally with at least 30 (thirty) days prior written notice to the Client, or such shorter period as may be necessary due to circumstances outside a control of the Supplier.
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