

REPORTING SERVICE TO ACER OF BILATERAL CONTRACTS TRADED OUTSIDE ORGANISED MARKET

Client's name:

Client's legal entity code:

Client's ACER registration code:

Client's e-mail for communication:

Data source: The Client provides data only for himself
 The Client provides data for himself and on behalf of third party

1. Under the Data Reporting Services Agreement (hereinafter – **the Agreement**), in particular Clauses 1, 2, 3, 6 and 8.1 of the General Terms, [Company name] (hereinafter – **the Client**) hereby requests, appoints and authorizes UAB GET Baltic (hereinafter – **the Supplier**) to submit to ACER on the Client's behalf of all of data set out in Table 1 and 2 of the Annex to the Commission Implementing Regulation (EU) No 1348/2014 as of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of REMIT in respect of each of the bilateral contracts which are traded outside organised market.
2. Subject to Clause 1 of this Agreement hereinabove the Supplier agrees to take the appointment and authorization to report Clients' provided data on bilateral contracts to ACER as provided in a table below.

Name of the Service	Service II: Reporting service to ACER of bilateral contracts traded outside organised markets.
Service Description	<p>This service allows the Client with an option to report/submit to the ACER information on the bilateral electricity or (and) natural gas contracts concluded outside the organised market. The Client shall be granted the right to report information on behalf of the other counterparty to a bilateral contract (a third party). In addition to this, the Client shall be provided with an option to report to the ACER information on bilateral contracts that were concluded before the date on which the reporting obligation becomes applicable to report to the ACER and remain outstanding, in accordance with Article 7(6) of the Implementation Regulation.</p> <p>The Client shall provide data via the REMIT data reporting module operated by the Supplier.</p> <p>The Service as provided in this Service Annex shall be conducted by the Supplier under the REMIT, Commission Implementing Regulation and established requirements for the provision to ACER of bilateral contracts traded outside organised markets.</p>
Service start date	As stipulated in Clause 3.2 of the Agreement.

Scope of Client Data being Reported	As provided in Table 1 and Table 2 of Annex to the Implementing Regulation.
Other Requirements	The Client shall be registered as a market player in accordance with article 9 of the REMIT regulation. If the Client reports data on behalf of the other counterparty (third party) to a bilateral contract, the third party shall be registered as a market player in accordance with article 9 of the REMIT regulation. The Client shall provide the Supplier with its unique identification number (ID) (ACER, EMIR and etc.) in accordance with Article 10(2) of the Implementation regulation.
Data Source	The Client.
Data Recipient	The ACER.
Supplier's Facility	The REMIT data reporting module operated by the Supplier, for data inputting, uploading to the ACER, and data viewing.
Technical requirements	Web browser and access to the internet.
Channel of Communication	E -mail, fax, mail and other facilities
Service Support hours	08:00-17:00 (EEST) from Monday to Thursday; 08:00-15:45 (EEST) Friday.
Reporting Frequency	Depends on the Client's bilateral contract.
Notes	N/A

3. When reporting information on behalf of a third party, the Client shall guarantee that it has received the consent of the third party for the provision of data in its name and that such information is complete, accurate, true, and correct.
4. The Client shall guarantee that the information delivered by it, including all its contact details and any other information related to a third party, which is necessary for the due provision of the service by the Supplier, always is complete and accurate and is regularly updated. The Client shall agree that the Supplier has no obligation to carry out any individual verification of such information.
5. When the Customer submits information on behalf of third parties on the bilateral contracts traded outside the organised market, the Supplier and the third party shall be deemed as not bound by any contract and (or) any other legal relationship.
6. The Supplier shall submit data and information incidental to the service provided to the Client only. The Client shall assume responsibility for communication of information or data to third parties and for transfer of information originating from third parties to the Supplier.
7. If the Supplier submits its or third party information on the bilateral contracts traded outside the organised market in XML format, the Client shall guarantee the accuracy and correctness of such information and shall agree that the Supplier has no obligation to carry out any individual verification of such information.
8. The Agreement is comprised of the Individual Terms, the General Terms, this Service Annex, Service Fee Annex as well as all other annexes, documents and engagements to the Agreement concluded by and between the Client and the Supplier and replacing or supplementing the Agreement.
9. Service under this Service Annex shall be delivered to the Client according to the provisions stipulated in the Agreement, including the Individual Terms and the General Terms. Upon

signing this Service Annex the Client confirms that it is aware of and agrees with the provisions of the Agreement, including those stipulated in the General Terms and the Individual Terms.

On behalf of **the Supplier:**

On behalf of **the Client:**

(position of the authorized person)

(position of the authorized person)

(name, surname and signature)

(name, surname and signature)

Date: _____

Date: _____