

# Data Reporting Services Agreement

# Annex No 2.1

## Data Reporting Service Fees and ~~Applicable~~ ACER Fees Agreement No.

### 1. General provisions

- 1.1. The terms and abbreviations used in this Annex No. 2.1 “Data Reporting Service Fees and ~~Applicable~~ ACER Fees” (hereinafter – “Fee Annex”) correspond with the terms and abbreviations used in The General and Special Terms and Conditions of the Agreement (hereinafter – “the Agreement”), including Annex No. 1.1 to the Agreement “Reporting Service to ACER of Standard Contracts Traded at UAB GET Baltic Natural Gas Exchange” (hereinafter – “Annex No. 1.1”), Annex No. 1.2 to the Agreement “Reporting Service to ACER of Bilateral Contracts Traded Outside Organised Market” (hereinafter – “Annex No. 1.2”) and Annex No. 1.3 to the Agreement “Reporting Service to ACER About Each LNG Facility” (hereinafter – “Annex No 1.3”), unless expressly stated otherwise in this Fee Annex.
- 1.2. The Supplier applies data reporting service fees to the Client for the services as provided in Clause 2 of this Fee Annex. The Supplier also collects and pays the fees to ACER in accordance with European Union Commission (hereinafter – “EU Commission”) decision No. 2020/2152 adopted on 17th December 2020 on fees due to ACER for collecting, handling, processing and analysing of information reported under Regulation (EU) No 1227/2011, with subsequent amendments (hereinafter – “ACER fees”), ~~as provided in Clause 3 of this Fee Annex.~~

### 2. Data Reporting Service Fees and Payment conditions

#### 2.1. Applicable Data Reporting Service Fees:

Service	Fee, EUR (VAT excluded)	Number of contracts
Data reporting service to ACER of standard contracts traded at UAB GET Baltic natural gas exchange	0 EUR/month.	unlimited
Monitoring service of data reporting service to ACER of standard contracts traded at UAB GET Baltic natural gas exchange	120 EUR/month.	unlimited

Service	Fee, EUR (VAT excluded)	Number of active contracts
Reporting service to ACER of bilateral contracts traded outside organised market	39 EUR/month.	1 contracts/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 active contracts
Reporting service to ACER about each LNG facility	200 EUR/month.	unlimited
	400 EUR/report	1 (one) report

- 2.2. If the Client subscribes to the Reporting service to ACER of bilateral contracts traded outside organised market in accordance with Annex No. 1.2, the contract provided on behalf of the third party is counted separately as an active contract.
- 2.3. If the Client subscribes to the Reporting service to ACER about each liquefied natural gas (hereinafter – “LNG”) facility, the Client shall select the applicable service fee listed in the Service Annex No. 1.3.
- 2.4. If the Client selects a monthly service fee for the Reporting service to ACER about each LNG facility, the minimum period of Service provision is 3 (three) months. If the Client decides to refuse the Reporting service to ACER about each LNG facility before the end of the 3 (three) month period, the Client shall pay to the Supplier the fee for the entire 3 (three) month period, including the period during which the Client did not use services by the Supplier.
- 2.5. Reporting service to ACER on standard contracts traded on the UAB GET Baltic natural gas exchange in accordance with Annex 1.1, is not subject to the Supplier’s data provision service fees specified in Clause 2.1 of Fee Annex, except in accordance with Annex no. 1.1 by choosing the paid Monitoring service of data reporting to ACER of standard contracts traded on the UAB GET Baltic natural gas exchange (hereinafter - the “Service I.II”), as provided for in Clause 2.6 of this Annex to the Service Fees.
- 2.6. For customers who have signed Annex No. 1.1 and for those who have ordered the Service I.II, the fee for this Service, which is specified in Clause 2.1, shall be applicable from the date of signing Annex 1.1 and after duly marking the ordering of the Service I.II. The service fee is paid for the previous calendar month, from the beginning of the Service I.II provision, regardless of when the Customer has chosen the offered service, a fixed fee is applied. The Customer may terminate the Service I.II by notifying the Supplier 30 (thirty) calendar days prior to the termination. On the day of termination of the Service I.II, the fee for the Service I.II is applied for the entire calendar month (previous or current, in full).
- 2.7. The service fee for Reporting service to ACER of bilateral contracts traded outside organised market in accordance with Annex 1.2, shall apply from the month in which the Client submits the first report to ACER. The Service fee shall be calculated on the basis of number of active contracts for which the information has been provided to ACER per month in accordance with the fees specified in Clause 2.1 of this Fee Annex.
- 2.8. The service fee for the Reporting service to ACER about each LNG facility shall apply from the day of signing of Annex No. 1.3. The Service fee shall be calculated according to the fee, chosen by the Client:
  - 2.8.1. If the Client chooses a monthly fee, the Service fee per month shall be equal to the monthly fee specified in Clause 2.1 of this Fee Annex.
  - 2.8.2. If the Client chooses a fee based on number of submitted reports, the Service fee shall be calculated based on the number of reports submitted to ACER per month according to the fee specified in Clause 2.1 of this Fee Annex.

- 2.9. The indicated service fees are presented without value added tax (hereinafter - "VAT").
- 2.10. The Client shall pay for provided Services according to the VAT invoices submitted by the Supplier.
- 2.11. On the first Monday of each month, the Supplier shall submit to the Client via e-mail a VAT invoice for the services provided during the previous month, unless the Supplier and the Client agree otherwise in the Service Annexes.
- 2.12. If the first Monday of the month is not a business day, the Supplier shall submit the VAT invoice to the Client on the next following business day.
- 2.13. The Client must pay the submitted VAT invoice within 9 (nine) calendar days from the day of issuing such VAT invoice.
- 2.14. In case of late payment by the Client or failure to settle with the Supplier within the stipulated term, the Supplier shall calculate interest on arrears equal to 0.04% of the unpaid amount for each day of the delay. Interest on arrears shall start to be calculated on the day following the due date and shall be calculated until the fulfilment of the obligations to the Supplier.
- 2.15. If the Client decides to terminate the Agreement or any of its' Annexes, the Client shall pay to Supplier for any provided and unpaid Services.

### 3. ACER Fees for the Client for Data Provision Services and Payment Conditions

~~3.1. Reporting of data to ACER about each LNG facility in accordance with Annex 1.3, is subject only to the fees set by the Supplier and is not subject to any additional fees set by ACER.~~

~~3.2. By decision of the Supplier, during the period from 1 January 2021 to 1 January 2022 Reporting service to ACER on standard contracts traded on the UAB GET Baltic natural gas exchange in accordance with Annex No. 1.1, shall not be subject to the fees set by ACER Provision of data to ACER on standard contracts traded on the UAB GET Baltic Natural Gas Exchange in accordance with Annex No. 1.1 shall be charged at the rates set by the ACER Agency in accordance with Clause 3.3 of the Service Fees Annex from 1 January 2022.~~

~~3.3.3.1. To the Client, who according to the Agreement and its Annex No. 1.1, provided Data reporting to provision of data service to the ACER agency on of standard contracts, traded on the UAB GET Baltic Natural Gas Exchange, services Service (I.I), the following ACER- fees set by EU Commission ACER applies.y:~~

<del>Number of transaction records<sup>1</sup> submitted by each market participant per calendar year</del>	<del>Applicable Fee, EUR/year<sup>2</sup></del>
<del>From 1 to 1 000</del>	<del>250</del>
<del>From 1001 to 10 000</del>	<del>500</del>
<del>From 10 001 to 100 000</del>	<del>1 000</del>
<del>From 100 001 to 1 000 000</del>	<del>2 000</del>
<del>From 1 000 001 to 10 million</del>	<del>4 000</del>
<del>Between 10 million to 100 million</del>	<del>8 000</del>
<del>More than 100 million</del>	<del>16 000</del>

~~3.4.3.2. The fee set by ACER fee for The Service I.I Data reporting to ACER of standard contracts services specified in Annex No. 1.1 shall be applied when the Client submits at least one transaction~~

<sup>1</sup>“Transaction Record“ means an individual data set containing details of a trade, order to trade or contract, or containing lifecycle information such as modifications, early termination or corrections of trades, order to trades or contracts, which is reported to the Agency in accordance with Article 3 of Implementing Regulation (EU) No 1348/2014. (Article 2 (2) of the EU Commission Decision).

<sup>2</sup>The fees set by ACER are for the year 2021 and may be recalculated for the period from 2022 and beyond.

record in the electronic trading system of the Exchange ~~after 1 January 2022.~~

~~3.5.3.3. The fee set by ACER fee~~ shall be calculated on the basis of the number of records of all transactions submitted during the calendar year, the information of which was provided by the Supplier on the Clients behalf to ACER in accordance with Annex No. 1.1 ~~and the fees charged by ACER for the number of transaction records submitted.~~

~~3.6.3.4.~~ In case the Supplier provides to the Client Reporting service to ACER of bilateral contracts traded outside organised market according to the Agreement and Annex No. 1.24, in addition to the fees for the provided Services applied by the Supplier specified in Article 2.1 of this Fee Annex, ~~the following fees set by the ACER fees, set by EU Commission,~~ shall also apply to such Client:

Number of transaction records submitted by each market participant per calendar year	Applicable Fee, EUR/year
From 1 to 100	250
From 101 to 1 000	500
From 1 001 to 10 000	1 000
From 10 001 to 100 000	2 000
From 100 001 to 1 million	4 000
Between 1 million to 10 million	8 000
More than 10 million	16 000

~~3.7.3.5. The fee set by ACER fee~~ for the Service specified in Annex 1.2 shall apply from ~~the month in which the Client forms~~ the first report ~~submitted for submission~~ to ACER.

~~3.8.3.6.~~ The Acer Fee shall be calculated based on the number of transaction records~~3~~ per calendar year, the information of which was provided to ACER by the Client itself in accordance with Annex No. 1.2 or by using a third party, ~~in accordance with the fees specified in Clause 3.3 of this Fee Annex and set by the ACER.~~

~~3.9.3.7.~~ The application of the ACER fee for the services specified in Annex 1.2, in cases when: (i) The Client provides transaction records for a third party that has entered into Annex No. 1.2 with the Supplier, (ii) when the third party has not entered into Annex No. 1.2 with the Supplier or (iii) when several Clients provide transaction records for the same third party, which has not entered into Annex No. 1.2 with the Supplier, is as follows:

~~3.9.1.3.7.1.~~ When the Client provides transaction records for a third party that has entered into Annex No. 1.2 with the Supplier, the transaction records provided by the Client for the third party are attributed to the third party itself and are assessed when calculating the ACER fee for the third party, ~~as set by ACER and specified in Clause 3.3 of this Fee Annex.~~

~~3.9.2.3.7.2.~~ When the Client provides transaction records for a third party that has not entered into Annex No. 1.2 with the Supplier, transaction records provided by the Client for the third party are attributed to the third party itself, but the obligation to pay the ACER fee to the Supplier for such transaction records ~~as set by ACER and specified in Clause 3.3 of this Fee Annex,~~ rests with the Client.

~~3.9.3.3.7.3.~~ When several Clients provide transaction records for the same third party that has not entered into Annex No 1.2 with the Supplier, such transaction records are attributed to the third party itself, but the obligation to pay the ACER fee to the Supplier for such transaction records ~~as set by ACER and specified in Clause 3.3 of this Fee Annex,~~ rests with the Clients which have submitted transaction records for the third party. In such cases the fee for a third party shall be divided equally between the Clients, taking into account the number of Clients, which have provided transaction records for the same third party.

- ~~3.10-3.8.~~ The Client shall pay a ACER fee to the Supplier in accordance with the VAT invoice provided by the Supplier. The VAT invoice shall provide information on how this fee was calculated.
- ~~3.11-3.9.~~ ACER shall issue an invoice to the Supplier no later than on 31 January of each calendar year, and the Supplier shall issue a VAT invoice to the Client no later than within 5 (five) business days from the receipt of ACER's invoice, based on the fee calculated by ACER and assigned to the Client itself, as well as for a third party as provided for in Clauses 3.76.2 and 3.76.3 of the Fee Annex.
- ~~3.12-3.10.~~ The Client shall pay VAT invoice within 14 (fourteen) calendar days from the day of issuing such VAT invoice.
- ~~3.13-3.11.~~ In case of late payment by the Client, the Supplier shall calculate interest on arrears, and together with ACER may take enforcement measures as described in Article 7 of Commission Decision (EU) 2020/2152 of 17 December 2020 on fees due to the European Union Agency for the Cooperation of Energy Regulators for collecting, handling, processing and analysing of information reported under Regulation (EU) No 1227/2011 of the European Parliament and of the Council with subsequent amendments (hereinafter – “**the Decision**”).
- ~~3.12.~~ The entry into force, calculation, enforcement and obligation to pay ~~the fees set by the~~ ACER ~~fees~~ are governed by the EU Commission Decision.
- ~~3.13.~~ If the Client decides to terminate the Agreement or Annex No. 1.1, however, in the new calendar year the Client has submitted at least one transaction record using the Supplier's data reporting platform, the Client shall be obliged to pay ACER fee for the whole current calendar year.
- ~~3.14.—~~
- ~~3.15-3.14.~~ If the Client decides to terminate the Agreement or Annex No. 1.2, however, in the new calendar year the Client has submitted data on bilateral contracts using the Supplier's data reporting platform, the Client shall be obliged to pay ~~a fee set by~~ ACER ~~fee~~ for the whole current calendar year.
- ~~3.16-3.15.~~ The correction of the ~~fee set by~~ ACER ~~fee~~, applicable to the Client shall be carried out in accordance with the procedure and conditions set forth ~~in Article 5 of by~~ the EU Commission Decision. The Supplier will inform the Client in writing about the positive or negative adjusted fee amount applicable to the Client and the procedure for its payment or refund, no later than within 10 (ten) working days from the day of receipt of the revised fee information from ACER.
- ~~3.17.~~ ~~3.17. The correction of the fee set by ACER, applicable to the Client shall be carried out in accordance with the procedure and conditions set forth in Article 5 of the EU Commission Decision. The Supplier will inform the Client in writing about the positive or negative adjusted fee amount applicable to the Client and the procedure for its payment or refund, no later than within 10 (ten) working days from the day of receipt of the revised fee information from ACER.~~

#### 4. Final Provisions

- 4.1. The Supplier shall have the right to unilaterally change, adjust, supplement or amend (fully or partially) this Fee Annex by notifying the Client ~~in writing~~ not later than 30 (thirty) business days in advance. The notice period may be shorter ~~only~~ in cases when it is necessary due to circumstances beyond the Supplier's control, including changes to fees or payment conditions by ACER.