

Data Reporting Service Agreement
for the HUPX reporting based on REMIT of details
of
wholesale energy transactions

executed outside of the HUPX Market
(type B)
(hereinafter: “Agreement”)

concluded between the undersigned:

HUPX Ltd., a private company limited by shares, incorporated under the Hungarian Law with registered office located at 1134 Budapest, Dévai u. 26-28., Hungary and registered under the Company Registration number 01-10-045666 represented by Péter Tóth in his capacity as Chief Executive Officer and _____,

hereinafter “**HUPX Ltd.**”,

and

_____, having its registered office at _____, registered under the Company Registry number _____,

ACER Registration Code: _____

represented by _____, in his/her capacity as _____,

hereinafter “**Market Participant**”,

HUPX Ltd. and Market Participant hereinafter together referred to as “Parties” or individually referred to as “Party”.

Preamble

Pursuant to Article 7 of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (hereinafter referred to as „REMIT“) the Agency for the Cooperation of Energy Regulators (hereinafter referred to as „ACER“) shall monitor trading activity in wholesale energy products to detect and prevent trading based on inside information and market manipulation. In order to fulfil such monitoring activity ACER shall collect the data for assessing and monitoring wholesale energy markets as provided for in Article 8 of REMIT.

Pursuant to Article 8 of REMIT market participants, or a person or authority listed in points (b) to (f) of paragraph 4 on their behalf, shall provide ACER (and, where required so, the national regulatory authorities) with a record of wholesale energy market transactions, including orders to trade. The primary purpose of this transaction reporting under REMIT is to enable ACER to efficiently and effectively monitor trading activity in wholesale energy products to detect and to prevent suspected market abuse in order to fulfil the goal of increased integrity and transparency of wholesale energy markets.

Commission Implementing Regulation (EU) No 1348/2014 on data reporting implementing Article 8 (2) and (6) of Regulation (EU) No 1227/2011 (hereinafter referred to as “REMIT IR”) defines the detailed rules of the fulfilment of the above data reporting obligation. Based on paragraph 2 of Article 8 of REMIT and Articles 5(2), 10(3) and 11(1) of REMIT IR ACER has prepared a Transaction Reporting User Manual (hereinafter: “TRUM”) on the details of reportable information, a Manual of Procedures on transaction and fundamental data reporting (hereinafter: “MoP”) on how to report such information and the Requirements for Registered Reporting Mechanisms (hereinafter: “RRM Requirements”) on the technical and organisational requirements to become an RRM and so to become entitled to submit the above data reports to ACER. Present Agreement is concluded with the aim and purpose to meet the conditions set out in the above detailed legislation. Therefore any definition not defined in present Agreement shall have the meaning as defined in REMIT, the REMIT IR, the TRUM, the MoP and RRM Requirements, and the stipulations of present Agreement shall be interpreted in accordance with the regulations of the above referred sources of law.

HUPX Ltd. is an RRM registered by ACER under the registration number B0000450I.HU in the meaning of Article 11(1) of REMIT IR, and thus entitled and capable to submit data reports of market participants directly to ACER.

The Market Participant has decided to fulfil its data reporting obligation under Article 8 of REMIT in relation with the data of its trading

- on Organised Market Places other than HUPX Market, and/or
- on OTC market

via HUPX Ltd., as an RRM. In consequence thereof, the Parties hereto now agree as follows.

Article 1 Subject Matter of the Contract

Market Participant hereby requests, appoints and entitles HUPX Ltd. to submit, or procure the submission to ACER of all reportable data set out in Table 1 and/or Table 2 of the Annex to the REMIT IR in respect of the

- Market Participant’s trading on Organised Market Places (OMPs) other than HUPX Market, and/or
- Market Participant’s trading on OTC Market

on the Market Participant's behalf in line with the regulations and conditions set out in REMIT IR, the TRUM, the MoP and the RRM Requirements.

Article 2 Start Date of Reporting and Timing of Reporting

2.1 Start Date of Reporting

According to Article 12 of REMIT IR and section 5.3 of MoP the data reporting based on present Agreement shall be started on the "Start Date of Reporting", which shall be the following date:

- on the 3rd business day after entry into force of present Agreement , but not earlier than 7th of October 2015
in relation with the reporting of data of contracts concluded and orders placed on other OMPs
- on the 3rd business day after entry into force of present Agreement , but not earlier than 7th of April 2016
in relation with the reporting of data of contracts concluded on OTC market.

2.2 Timing of Reporting

Timing for standard contracts

As it is defined in paragraph 2 of Article 2 of REMIT IR and explained in point 3.2.5 of the TRUM the term 'standard contract' means a contract concerning a wholesale energy product admitted to trading at an organised market place, irrespective of whether or not the transaction actually takes place on that market place. Pursuant to Article 7 of REMIT IR details of standard contracts and orders to trade, including for auctions, shall be reported as soon as possible but no later than on the working day following the conclusion, modification, termination of the contract or placement, modification, termination of the order. In order to enable HUPX Ltd. to submit such data to ACER within the prevailing deadlines the Market Participant shall upload to the data reporting platform of HUPX Ltd. the reportable data concerning standard contracts and orders to trade until 11.00 CET of the working day following the reportable event (conclusion of the contract or placement of the order or modification, termination of the contract or order to trade).

Timing for non-standard contracts

As it is defined in paragraph 3 of Article 2 of REMIT IR and explained in point 3.2.5 of the TRUM the term 'non-standard contract' means a contract concerning any wholesale energy product that is not a standard contract. Pursuant to Article 7 of REMIT IR details of non-standard contracts including any modification or the termination of the contract and transactions referred to in the second subparagraph of Article 5(1) of REMIT IR shall be reported no later than one month following the conclusion, modification or termination of the contract. In order to enable HUPX Ltd. to submit such data to ACER within the prevailing deadlines the Market Participant shall upload to the data reporting platform of HUPX Ltd. the reportable data concerning non-standard contracts until the 15th day following the reportable event (conclusion or modification or termination of the non-standard contract.)

Timing for Back-loading

According to Article 7 of REMIT IR details of wholesale energy contracts which were concluded before the date on which the reporting obligation becomes applicable and remain outstanding on that date (hereinafter: “Back-loading of Data Reports”) shall be reported to ACER within 90 days after the start date of data reporting based on Article 12 of REMIT IR. Thus the deadline for the performance of Back-loading of Data Reports of the data of the Market Participant’s trading on OMPs other than HUPX Market is 5th of January 2016, while the deadline for the performance of Back-loading of Data Reports of the data of the Market Participant’s trading on OTC Market is 6th of July 2016.

In order to enable HUPX Ltd. to submit such data to ACER within the prevailing deadlines as stipulated in REMIT IR the Market Participant shall upload to the data reporting platform of HUPX Ltd. the data reportable in the process of Back-loading of Data reports until:

21st of November 2015 regarding the data of the Market Participant’s trading on OMPs other than HUPX Market;

22nd of May 2016 regarding the data of the Market Participant’s trading on OTC Market.

HUPX Ltd. will transfer the uploaded data to ACER in reasonable time, but no later than the deadline required by ACER.

Article 3 Reportable Data

3.1. Data of trading on OMPs other than HUPX Market

From Start Date of Reporting HUPX Ltd. shall report to ACER in line with the stipulations of REMIT IR, TRUM and MoP the following data of the transactions and orders concluded or placed by the Market Participant on any OMP other than HUPX Market:

Details of reportable contracts as defined in Table 1 of Annex 1 of REMIT IR.

The Market Participant is obliged to upload to the data reporting platform operated by HUPX Ltd. such data in the form and with the content and within the deadline as prescribed in Article 4 below. HUPX Ltd. is obliged and entitled to submit to ACER by the prevailing reporting deadlines only those data which were formerly uploaded to HUPX Ltd.’s platform by the Market Participant in due time according to point 2.2 and in due form according to point 4. In order to avoid any double reporting, the Market Participant shall not report to ACER (via any other RRM or by itself) the data that was uploaded to HUPX Ltd.’s data reporting platform based on present point.

3.2. Data of trading on OTC Market (outside any OMP)

From Start Date of Reporting HUPX Ltd. shall report to ACER in line with the stipulations of REMIT IR, TRUM and MoP the following data of the transactions and orders concluded or placed by the Market Participant on HUPX Ltd.:

- In case of standard contracts reportable under REMIT and REMIT IR, the details of reportable contracts as defined in Table 1 of Annex 1 of REMIT IR;
- In case of non-standard contracts reportable under REMIT and REMIT IR, the details of reportable contracts as defined in Table 2 of Annex 1 of REMIT IR.

The Market Participant is obliged to upload to the data reporting platform operated by HUPX Ltd. such data within the deadline specified in point 2.2 above, and in the form and with the content as prescribed in Article 4 below. HUPX Ltd. is obliged and entitled to submit to ACER by the prevailing reporting deadlines only those data which were formerly uploaded to HUPX Ltd.'s platform by the Market Participant in due time and form.

3.3. Data requested by ACER on an ad hoc basis

Upon a request from ACER or any relevant national regulatory authority for further information on an ad hoc basis pursuant to and based on Article 7(3) of REMIT IR, HUPX Ltd. shall and is entitled to make available to ACER or any relevant national regulatory authority the required information. HUPX Ltd. shall forward the request to the Market Participant by email, and make it possible for the Market Participant to send to HUPX Ltd. via email the required information. As soon as the Market Participant fulfils such information provision obligation, HUPX Ltd. shall forward to ACER the sent information in the form and with the content as provided by the Market Participant within one business day.

3.4. Preliminary registration or authorisation

In case the Market Participant does not possess any identification code or registration required by ACER for the start and continuity of the data reporting under this Agreement, and also in case ACER requires separate authorisation or entitlement from the Market Participant to HUPX Ltd. for the representation of Market Participant by HUPX Ltd. and reporting by HUPX Ltd. on Market Participant's behalf, the Market Participant shall take all necessary steps and efforts, including issuing all necessary statements in order to recover and remedy such incompleteness as soon as possible.

Article 4 Process of reporting

4.1. Access to data reporting platform

In order to enable the Market Participant to communicate the reportable details and data to HUPX Ltd. and to monitor the data reporting process continued by HUPX Ltd. on behalf of the Market Participant, HUPX Ltd. shall operate a data reporting platform, which is available at the following link via the internet: <https://rrm.hupx.hu/>

The data reporting platform is an internet based data communication interface with password protected secure access, which allows the Market Participant to upload the reportable data in a pre-defined XML file fully compatible for reporting to ACER and to obtain information about the status and result of the data reporting process including receipt files of performed reports issued by ACER or error alerts.

Market Participant shall obtain a login name and password for the secure access of the data reporting platform operated by HUPX Ltd. HUPX Ltd. shall insure that it discloses the login name and password only to the contact persons of the Market Participant appointed by the Market Participant in Article 12 below, and that the data reporting platform will be accessible only by the login name and password. After the receipt of the login name and password issued by HUPX Ltd., the Market Participant shall take all responsibility of the safe, secure handling of such login name and password and for the avoidance of the disclosure of the login name and password to unauthorised persons, in order to protect the secure access to the data reporting platform with the Market Participant's data reporting

under present Agreement. For operational purposes HUPX Ltd. will have dedicated internal users who can also access the Market Participant's data available on the data reporting platform.

4.2. Uploading data by Market Participant to HUPX Ltd.'s data reporting platform

Market Participant is obliged to upload the reportable data specified in Article 3, by the means of uploading such data within the deadline as specified in Article 2 to the data reporting platform specified in point 4.1 above, in the form and structure (ACER XML file) as required by the data reporting platform (and ACER), via the secure access assured to the Market Participant by the login name and password obtained from HUPX Ltd. Market Participant shall be responsible for the format, structure, completeness and accuracy of the uploaded data and also for any delay in uploading. For the sake of clarity HUPX Ltd. does not execute any transformation on the data files uploaded by the Market Participant to the data reporting platform other than signing and encryption. Market Participant shall bear all responsibility regarding the information disclosed by it in the process of uploading the data for the application and fulfilment of personal data protection obligations as stipulated in Act CXII of 2011 of the Hungarian Parliament on Informational Self-determination and Freedom of Information.

In case the Market Participant uploads data in a faulty, improper form or content, or by using damaged or computer virus infected files, or otherwise misapplies its data provision tasks under present Agreement, including provision of untrue or wrong information (hereinafter: "Faulty Data Provision") so that such Faulty Data Provision threatens or damages the proper functioning of HUPX Ltd.'s computer systems, or the functioning or accessibility of the data provision platform, or the data provision process performed by HUPX Ltd., or the connection to ACER's ARIS System, or HUPX Ltd.'s RRM status, then HUPX Ltd. – as soon as it detects such Faulty Data Provision – shall be entitled to suspend the Market Participant's access to the data reporting platform and the Market Participant's Agreement shall be suspended according to Article 10. The Market Participant shall reimburse all direct and indirect damages caused to HUPX Ltd. by such Faulty Data Provision including but not limited to: costs of repair works, costs and damages emerging in connection with system breakdown or delay, error of the data provision process towards ACER, any damages or losses of income, compensation payment obligation being directly or indirectly caused by the Faulty Data Provision of the Market Participant.

4.3. Consistency and completeness check by HUPX Ltd., iteration for error fixing

HUPX Ltd. shall examine the uploaded data fields by the means of automatised algorithms from the point of view of completeness and technical and formal consistency. Should HUPX Ltd. notice any error, it shall notify the Market Participant by an alert message placed on the data reporting platform. Based on such alert message the Market Participant shall revise and correct the occurring error or mistake. For the avoidance of doubt, HUPX Ltd. provides such consistency and completeness check on a best effort basis, without undertaking any responsibility for the effect and result of such check. In case any mistake or error stays undetected, the responsibility for it lays on the Market Participant.

4.4. Report submission by HUPX Ltd. to ACER

The data shall be uploaded by the Market Participant to the data reporting platform into an electronic form as prescribed by ACER in the prevailing rules of the document of Technical Specification for Registered Reporting Mechanisms (TSRRM) and being compatible for the report obtainment infrastructure and procedure of ACER's Remit Information System (ARIS). HUPX Ltd. assures that the uploading of the data to the data reporting platform can be performed into such XML format. The XML file filled in with the reportable data shall be issued by HUPX Ltd. to ACER in the form, via the link and within the timeline as specified and prescribed in TSRRM. Unless such failure is attributable to the delay, mistake or any other kind of failure of the Market Participant in performing its duties under point 4.2., HUPX Ltd. is responsible for any failure occurring in the process of the submission of the report files to ACER.

4.5. Receipt and validation of data by ACER

The submitted reports will be received and validated by ACER. In case ACER finds the submitted report acceptable, it shall generate and send a receipt file to HUPX Ltd., which receipt file will be made available to the Market Participant by HUPX Ltd. via the data reporting platform. In case ACER communicates any incorrectness or finds the uploaded file invalid, HUPX Ltd. shall first examine such feedback of ACER in reasonable time. In case HUPX Ltd. can fix the problem without the support and assistance of the Market Participant (e.g. technical problems like signing, encryption, etc.), then HUPX Ltd. shall fix the problem causing the invalidity or incorrectness and shall resubmit the corrected file. In case the fixing of the problem is only possible with the contribution or assistance of the Market Participant (e.g. data content issues, data structure issues, format issues, etc.), then HUPX Ltd. shall communicate this request to the Market Participant via the data reporting platform and Parties shall cooperate in order to be able to produce and resubmit the corrected report file to ACER.

4.6. Fallback solution

Should any technical system breakdown, communication dysfunction or other error within the operation of the data reporting platform or in the internet access to the data reporting platform hinder the Market Participant in uploading the reportable data, it shall first communicate to HUPX Ltd. such discrepancy via the contact details defined in Article 12 below. In case HUPX Ltd. cannot solve the problem without the risk of breaching the prevailing deadline of data reporting as specified in Article 2 above, then the concerned data reporting of the Market Participant shall be performed to HUPX Ltd. via email to the email address of HUPX Ltd. as specified in Article 12 below.

Article 5 Fee

5.1 Fee for HUPX Members

The fee of the services of HUPX Ltd. in data reporting based on present Agreement is included in the HUPX Membership fee for the HUPX Members for the period of the effect of their HUPX Membership (HUPX Membership is not terminated or suspended), therefore the Market Participant will not be obliged to pay any extra fee based on present Agreement for this service of HUPX Ltd. for the contract period while it is a HUPX Member (while it is a HUPX Member, and its HUPX Membership is not terminated or suspended and from the date it becomes a HUPX Member or the suspension of its HUPX Membership is withdrawn.)

5.2 Fee for Non-HUPX Members

If the Market Participant is not a HUPX Member (it has not concluded a HUPX Membership Agreement yet, or its HUPX Membership is terminated or suspended) then it shall pay an annual flat fee to HUPX Ltd. for the service of support in data reporting based on present Agreement. The amount of the payable fee is: 1.000 EUR + VAT / calendar year.

5.3 Invoicing and payment of the annual fee

The annual fee specified in point 5.2 shall be invoiced by HUPX Ltd. for each calendar year until the beginning of each calendar year respectively. For partial years, the fee shall be calculated on a monthly basis; they are charged from the month of the start date of reporting or from the month when the HUPX Membership of the Market Participant is terminated or suspended. In case of termination, the entire last month is charged. The invoiced fees fall due on the 8th calendar day calculated from the date of receipt of the invoice. In case the Market Participant does not settle the invoiced fee in due time, present Agreement and the service of HUPX Ltd. based on present Agreement shall be automatically suspended based on Article 10 below.

Article 6 Force Majeure

If any Party is prevented from performing any of its obligations under this Agreement as a result of a Force Majeure event, such obligation(s) shall be suspended for as long as that Force Majeure event continues.

“Force Majeure” means an occurrence beyond the reasonable control of the claiming Party which it could not reasonably have avoided or overcome and which makes it impossible for the claiming Party to perform its obligations, including but without limitation one or more of the following:

- a) failure of communications or computer systems of ACER, which prevents the claiming Party from performing the data reporting submission obligation;
- b) any failure or problem in the internet connection required for data reporting.

The Party claiming Force Majeure shall as soon as practical after learning about the Force Majeure notify the other Party of the commencement of the Force Majeure and, to the extent available, provide to it a non-binding estimate of the extent and expected duration of its inability to perform. The claiming Party shall use all economically reasonable efforts to mitigate the effects of Force Majeure.

Article 7 Responsibility

Neither Party shall be responsible for failures in the completeness, accuracy or timely submission of any data which is attributable to the other Party.

Parties shall, at all times, perform their obligations and exercise discretion under this Agreement with reasonable care, provided that neither Party shall be required to do, or cause to be done, anything which is contrary to any law, rule or regulation or that such Party is otherwise prevented from doing by any law, rule or regulation.

Each Party shall ensure the hardware and software tools and the related operating conditions needed for the fulfilment of this Agreement, and each Party declares that it possesses the knowledge and resources needed for performing their tasks and obligations under present Agreement.

Each Party shall be responsible for the activities of third parties involved by it in the fulfilment of this Agreement as for its own activities.

The Parties shall handle all information and data related to this Agreement and the provided service – which is not subject to the reporting process defined in present Agreement – confidentially, and – unless the disclosure or publication is made mandatory by prevailing provision of the law or a resolution of a competent authority or court – such information may only be disclosed to third parties or made public with the prior written consent of the other Party.

For the avoidance of any doubt, Parties mutually agree that the data disclosure and data handling performed by HUPX Ltd. based on present Agreement required for and performed in order to the fulfilment of the reporting process defined in present Agreement shall not be qualified as a breach of the confidentiality obligation defined above or as a breach of the prevailing rules of the Data Protection Law.

Article 8 Liability

The Market Participant acknowledges that the payable fee specified in Article 5 was established by considering the limitation of liability contained in this Agreement, and without such limitation, HUPX Ltd. would have required a higher fee for the service. Therefore, in accordance with the provisions of section 6:152 of the Hungarian Civil Code, the liability of HUPX Ltd. for any damages or costs deriving from or in connection with the service specified in this Agreement under any circumstances or for any reason – except to the extent that such damages are due to breach of the contract by wrongful intent or a breach of the contract that results in death, or injury in physical integrity or health – shall be limited to the amount of the fee payable to HUPX Ltd. under Article 5 of this Agreement for a calendar year.

Article 9 Effective Date – Term

This Agreement enters into force on the date when duly signed by both Parties.

This Agreement has entered into force for an indefinite period of time from its effective date.

This Agreement may only be modified in writing, with mutual consent of the Parties.

Article 10 Suspension

This Agreement shall be suspended automatically:

- in the event of Force Majeure, until the Force Majeure situation exists;
- if the Market Participant fails to fulfil its fee payment obligation based on Article 5, until the fee due payable is not settled, and such settlement is not proved to HUPX Ltd. by the Market Participant;
- if the Market Participant fails to fulfil its registration, identification code obtainment obligation and authorisation statement issuance obligation based on Article 3.4 of present Agreement until such obligation is not fulfilled.

- In the event of Faulty Data Provision as defined in point 4.2. of present Agreement, until HUPX Ltd. does not confirm towards the Market Participant that the Market Participant has provided sufficient proof that the cause of the Faulty Data Provision has been cured and the possible occurrence of further Faulty Data Provision has been eliminated.

Article 11 Termination

Either Party may terminate this Agreement by sending a written notice of termination to the other Party sent by registered letter with return receipt addressed to the sending Party, subject to a notice period of thirty (30) calendar days, calculated from the registered date of mailing such letter.

HUPX Ltd. may terminate this Agreement with immediate effect in case of repeated suspension of the Agreement due to Faulty Data Provision as defined in the fourth subparagraph of Article 10 of present Agreement.

Termination of this Agreement, whatever the cause, shall render due and payable all sums owed by one Party to the other under this Agreement at the date of the termination.

Market Participant is aware of the fact that after the effective date of termination, HUPX Ltd. is no longer obliged or liable to provide any services based on this Agreement.

Article 12 Contacts for Communication

On behalf of HUPX Ltd., the appointed contact person for this Agreement is:

Name: Noémi Sztrida

Telephone: 00 36 1 304 1090

Fax: 00 36 1 304 1099

E-mail: remit@hupx.hu

Postal address: H-1134 Budapest, Dévai utca 26-28. HUNGARY

On behalf of the Market Participant, the appointed contact person for this Agreement is:

Name:.....

Telephone:.....

Fax:.....

E-mail:.....

Postal address:

The Parties shall inform each other immediately in writing about any changes in their data specified in this Agreement.

The change in the contact person(s) shall not constitute as a modification of this Agreement.

All official communication related to this Agreement shall be sent to the other Party in writing, by registered mail with return receipt, by confirmed fax, or by confirmed e-mail.

Article 13 Interpretation, Nullity, Tolerance, Entire Agreement

In case of conflict of construction between any heading to a provision and such provision itself, the heading shall be deemed non-existent.

If one or more provisions of this Agreement are deemed to be invalid or ruled to be invalid in application of a legal regulation or following a final decision of a competent court, the other provisions hereof shall remain in full force and effect.

The Parties reciprocally agree that the fact that one Party tolerates a situation does not result in vested rights for the other Party. Furthermore, such tolerance cannot be construed as a waiver of the rights in question.

This Agreement constitutes the entire agreement between the Parties with respect to its subject. It supersedes all prior oral or written agreements with respect to its subject matter.

To avoid any misunderstanding, Parties mutually confirm that in case the Market Participant is a HUPX Member, and in addition to the conclusion of present Agreement it concludes a *“Data Reporting Service Agreement about the reporting based on REMIT of details of wholesale energy transactions executed at HUPX Market (type A1)”* with HUPX Ltd., the content, effect and stipulations of such agreement does not affect or supersede the content, effect and stipulations of present Agreement, and vice versa, as the subject matter of the two agreements (type A1 and type B) are different, since present Agreement is about the reporting based on REMIT of transactions of the Market Participant executed outside of the HUPX Market, and not of the transactions executed at HUPX Market.

Article 14 Governing Law

This Agreement is governed by the Hungarian law. Any matters not covered by this Agreement shall be governed by the provisions of REMIT, REMIT IR, the TRUM, the MoP and the effective Hungarian Civil Code.

Article 15 Leading Language

Two English-language originals of this Agreement have been signed by the Parties. In the event of any conflict between the English version and any translation into a foreign language, the English version shall prevail.

Having perused, construed and accepted this Agreement to be in full conformity with their will and intentions, in witness whereof, the Parties have signed this Agreement in two original copies on the following date and place.

For the Market Participant:

For HUPX Ltd.:

Date _____

Date _____

Place _____

Place _____

signature, name, title, stamp

signature, name, title, stamp