

## **General Terms and Conditions for the use of REMIT data reporting services of**

### **PRISMA European Capacity Platform GmbH**

**as of 01 January 2021**

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Germany

EIC code 21X000000001225H

ACER registration number B0002657Z.DE

#### **Preamble**

The purpose of these terms and conditions is to enable the Market Participant as defined in Article 2 (7) of REMIT to fulfil its reporting obligations under Article 8 of the REMIT Regulation (EU) No 1277/2011 and Article 6 (1) of the REMIT Implementing Act (EU) No 1348/2014.

Under these laws the Market Participant is obliged to report details of wholesale energy market transactions as defined in Article 3 (1) (b) (ii) of the Implementing Act executed at an organized market place including related matched and unmatched orders to ACER through this organized market place, i.e. through PRISMA.

#### **Article 1      Scope of Application**

1. The PRISMA REMIT data reporting services are available for Market Participants (hereinafter referred to as the "Customer") registered with PRISMA based on a valid platform usage contract according to the general terms and conditions for the use of the PRISMA capacity platform, as published at [www.prisma-capacity.eu](http://www.prisma-capacity.eu).
2. The provisions of the platform usage contract shall apply mutatis mutandis for the use of the PRISMA REMIT data reporting services, if not ruled otherwise within these terms and conditions.

#### **Article 2      Reporting Services**

1. PRISMA operates an organized market place as defined in Article 2 (4) of the Implementing Act which the Customer uses to carry out wholesale energy market transactions.
2. With agreeing to these terms and conditions the Customer mandates PRISMA to report, according to the reporting model chosen, the following trade data concluded or placed by the Customer:

- i. Relevant Standard Contracts
  - ii. Relevant Orders
  - iii. Relevant Lifecycle Data
3. According to the reporting model chosen by the Customer the recipients of the trade reports are:
  - i. only ACER
  - ii. only the Customer
  - iii. ACER and the Customer, or
  - iv. only the Customer, where the report is prefilled with the EIC code of the designated RRM
4. The reporting models and their respective scopes are defined in the REMIT reporting service description on PRISMA's webpage under the following link: <https://prisma-capacity.freshdesk.com/a/solutions/categories/36000131555/folders/36000210852?view=all>

### **Article 3 Fees**

1. For using PRISMA's data reporting services and regardless of the chosen reporting model, the Customer shall pay a yearly fee of **3.000, - €**.
2. The abovementioned fee is a net sum in Euro and is subject to the applicable taxes which will also be invoiced and charged separately.
3. Data reporting services which are concluded throughout the calendar year will be charged on a monthly pro-rata basis for the rest of the calendar year including the month when the service started.
4. The due fee will be invoiced once a year at the beginning of the calendar year or respectively after initial subscription of the service for the rest of the calendar year.

### **Article 3a Additional Fees**

In case any regulatory or administrative charges which emerge from the reported data of a Customer are imposed by an entitled authority (such as ACER or NRA) on PRISMA as registered reporting mechanism (RRM) or organized market place (OMP), PRISMA shall be entitled to pass on and invoice those charges to the individual Customer.

### **Article 4 Terms of payment**

1. The abovementioned fees shall be paid via SEPA business to business direct debit scheme on an inter-bank level. For this purpose, the Customer must provide a SEPA mandate form during the order process. By this mandate form, the Customer authorizes (i) PRISMA to send instructions to the Customer's bank to debit the Customer's account and (ii) Customer's bank to debit Customer's account accordingly.

2. The Customer will receive a pre-notification of fourteen (14) days before the debit from the Customer's account. The Customer must ensure sufficient funds in its account.
3. Costs incurred due to non-payment or rebooking of a direct debit shall be borne by the Customer if the non-payment or rebooking was caused by the Customer.
4. PRISMA shall be entitled to charge interest of eight (8) percentage points above the basic interest rate published by Deutsche Bundesbank on the first bank business day of the month during any delay caused by the Customer to pay an open debit. The Customer shall become in arrears one (1) day after the respective fee is due. Section 286 of the German Civil Code (BGB) shall remain unaffected.
5. The SEPA mandate can be revoked by the Customer by means of statement to this effect in Text Form to PRISMA, with the result that subsequent payment transactions are no longer authorized.

#### **Article 5 PRISMA's Obligations**

1. PRISMA will use the professional care of a reasonable and prudent operator to perform the data reporting services according to the applicable business standards.
2. If PRISMA is not able to report, PRISMA shall provide the Customer with all relevant trade data in the applicable electronic format, as soon as reasonably practicable to enable the Customer to report such relevant trade data to ACER within the Standard Contract Reporting Deadline.
3. If PRISMA is not able, or reasonably expects that it will not be able to report the relevant trade data within the Standard Contract Reporting Deadline to ACER, or to provide the Customer with the relevant trade data in due time for it to be reported to ACER by the Standard Contract Reporting Deadline, PRISMA shall notify the Customer, giving details explaining the reason(s) for such notification, as soon as reasonably practicable and the Customer shall be entitled to either report such relevant trade data to a registered reporting mechanism or to appoint a third party to make such report on the Customer's behalf.

#### **Article 6 Errors**

1. Regarding Error Reports, PRISMA shall:
  - i. store all Error Reports received from ACER (in so far as these are generated by ARIS or otherwise issued by ACER at any time) in respect of the Customer
  - ii. provide the Customer with the information about the receipt of any reoccurring Error Reports as soon as reasonably practicable, and
  - iii. upon request make all Error Reports and any other relevant communications from ACER available to the Customer as soon as reasonably practicable

2. If any party becomes aware of an error in any relevant trade data reported to ACER (whether as a result of receiving an Error Report or otherwise) in accordance with this agreement, it will notify the other parties and all parties will use reasonable efforts, acting in good faith and a reasonable manner, to rectify such error and resubmit the relevant correct data.
3. The Customer acknowledges and agrees that PRISMA is not obliged to discover errors or check the accuracy, authenticity or completeness, of any relevant trade data which cannot be attributed to PRISMA or any third party to whom PRISMA has delegated all or any part of its obligations hereunder.
4. In the event of a breach of any of the reporting obligations, the parties shall cooperate to rectify such breach and communicate with ACER and any relevant NRAs as may be required in relation to such breach.

## **Article 7      Customer's Obligations**

1. If the Customer becomes aware of any changes in national law or technical changes reasonably to be expected to have an impact on the rendering of services according to these terms and conditions, the Customer shall notify PRISMA in a timely manner in order to enable PRISMA to perform its obligations throughout the duration of services.
2. According to Art 8 (1) of the REMIT Regulation and Art. 11 (2) of the REMIT Implementing Act the Customer shall provide PRISMA with any necessary data in due time for it to be reported to ACER by the Standard Contract Reporting Deadline.
3. The Customer agrees and acknowledges that if it fails to comply with the abovementioned articles and PRISMA is unable to report all the relevant trade data as a result, PRISMA shall submit only the relevant trade data in its possession to the recipient(s) (except ACER) by the Standard Contract Reporting Deadline.
4. The Customer must submit the correct EIC code as published in CEREMP and inform PRISMA immediately about any changes.
5. The Customer acknowledges that PRISMA shall trust and rely on data provided by the Customer in fulfilling these terms and conditions without any further investigation.

## **Article 8      Termination**

1. The Customer may terminate the agreement by notice in Text Form at any time. In case the Customer terminates the agreement during the calendar year the advance payment will not be reimbursed.
2. PRISMA may terminate the agreement by notice in Text Form with notice period of 3 months. In case PRISMA terminates the agreement during the calendar year the advance payment will be reimbursed pro rata.
3. Both Parties are entitled to terminate this agreement, also by notice in Text Form at any time, in case of extraordinary reasons.

Cases of extraordinary reasons for terminating this agreement are:

- i. the Customer ceases payment, or
- ii. a party seriously and consistently breaches its contractual duties despite receiving a warning

In case of a rightful extraordinary termination the advanced payment of the Customer will be reimbursed pro rata.

## **Article 9 Liability**

1. The liability is limited as stated in the general terms and conditions for use of the PRISMA capacity platform, published on [www.prisma-capacity.eu](http://www.prisma-capacity.eu) and as amended from time to time.
2. Contract-typical, foreseeable damages are deemed not to exceed 25.000, -€ for an event of damage.

## **Article 10 Amendments**

1. PRISMA may, by notice to the Customer in Text Form, amend in whole or part these terms and conditions and the service description. Any such amendment will only be effective if:
  - i. PRISMA's notice to the Customer carries explicit reference about the amendment of the terms and conditions or the service description and the right of the Customer to reject the amendments within the rejection period, and
  - ii. the amendment is not rejected by the Customer by a rejection notice in Text Form within the rejection period. The rejection period must be explicitly stated in the amendment notice and shall be at least 30 calendar days.
2. Amendments will be effective on the date specified in the relevant amendment notice which must be at least 30 calendar days after the notice was given to the Customer.
3. A rejection notice from the Customer will only be effective if delivered to PRISMA on or before the end of the rejection period. In that case, if the rejection is not accepted by PRISMA, this agreement will terminate on the last day of the month following the last day of the rejection period but earliest on the date when the changes shall become effective.
4. In case of minor technical amendments or amendments made due to changes of ACER's regulation, statutory or judicial requirements, the Customer is not entitled to reject these amendments if there is no reasonable reason for it.

## **Article 11 Notices**

All notices and other communication in respect to this terms and conditions shall be done in Text Form.

## **Article 12 Definitions**

Each capitalized term within this document shall have the meaning provided below:

**“ACER”** means the Agency for the Cooperation of Energy Regulators

**“ARIS”** means ACER’s REMIT Information System

**“CEREMP”** means Centralized European Register of Energy Market Participants

**“Customer”** means a Market Participant as defined in Article 2 (7) of REMIT which is registered with PRISMA based on a valid platform usage contract

**“Error Reports”** means notifications generated by ARIS and sent in response to a data submission made on behalf of the Customer which identifies errors in a data submission

**“Implementing Act”** means Commission Implementing Regulation (EU) No 1348/2014

**“NRAs”** mean national regulatory authorities for the purpose of REMIT

**“Relevant Standard Contracts”** means secondary trades or standard contracts concluded by the Customer on the electronic platform of PRISMA regarding wholesale energy products as defined in Article 3 (1) (b) (ii) REMIT Implementing Act

**“Relevant Orders”** means matched and unmatched trade proposals or orders to trade via the electronic platform of PRISMA, which are made visible on PRISMA’s platform regarding wholesale energy products as defined in Article 3 (1) (b) (ii) REMIT Implementing Act

**“Relevant Lifecycle Data”** means any lifecycle data, where such lifecycle event is concluded through PRISMA

**“Standard Contract Reporting Deadline”** means (i) no later than the end of the working day following the conclusion of the contract or placement of the order (as applicable) or (ii) 90 days after the 7 April 2016 for Standard Contracts concluded before 7 April 2016 and remaining outstanding on that date

**“Text Form”** means a readable declaration, in which the person making the declaration is named. The Text Form must be made on durable medium. A durable medium is any medium that enables the recipient to retain or store a declaration included on the medium that is addressed to him personally such that it is accessible to him for a period of time adequate to its purpose, and that allows the unchanged reproduction of such declaration; e.g. declarations via email and fax