



**operatorul  
pieței de  
energie  
electrică și  
de gaze  
naturale din  
ROMÂNIA**

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**AGREEMENT ON DATA REPORTING  
FOR THE PARTICIPANTS NOT REGISTERED ON THE MARKETS ADMINISTERED BY OPCOM**

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**AGREEMENT ON DATA REPORTING  
FOR THE PARTICIPANTS NOT REGISTERED ON THE MARKETS ADMINISTERED BY OPCOM**

This agreement on data reporting (hereinafter referred to as the “Agreement”) is concluded today, ..... (the “Signing Date”) by and between:

(1) **OPERATORUL PIEȚEI DE ENERGIE ELECTRICĂ ȘI DE GAZE NATURALE “OPCOM” S.A.**, a Romanian legal person with its registered office in Bucharest, 16-18 Hristo Botev Boulevard, District 3, registered with the Office of Trade Registry attached to Bucharest Tribunal under no. J40 / 7542 / 2000, VAT Number 13278352, fiscal attribute RO, IBAN Code RO71 RNCB 0074 0292 1737 0107, opened with BCR, District 3 branch, holder of License no. 407 issued by the National Energy Regulatory Authority (ANRE) for the activity of electricity market operator and of License no. 1798 issued by the National Energy Regulatory Authority (ANRE) for the performance of the activity of administration of the centralized markets in the natural gas area, duly represented by Victor Ionescu, in capacity as General Manager and by, Silvia Fediuc, in capacity as Economic Manager,

in capacity as organized market, hereinafter referred to as “OPCOM”

and

(2)....., a legal person functioning according to the laws of ....., with registered office in ....., registered with the Office of Trade Registry attached to ..... Tribunal under no. ...., VAT Number ....., fiscal attribute ....., IBAN Code.....opened with ....., ..... branch, duly represented by ....., in capacity as ....., and by ....., in capacity as .....

in capacity as entity that has the obligation to report the details of the wholesale energy contracts and/or the fundamental data regarding natural gas, hereinafter referred to as the “Service Beneficiary”

hereinafter severally referred to as the “Party” and jointly as the “Parties”

Having regard to

(A) The provisions of the Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (“REMIT Regulation”) according to which all market participants shall report on a regular basis to the Agency for Cooperation of Energy

Regulators ("ACER") the details of the wholesale energy contracts and the information mentioned in article 9, paragraph (9) of Regulation 1348

- (B) The fact that OPCOM was registered as a Reporting Mechanism,
- (C) The fact that the Service Beneficiary is registered with the National Registry of Market Participants in the Wholesale Energy Market and with the European Registry of Market Participants, being attributed the ACER code mentioned in Annex 2 to the Agreement,
- (D) The fact that the Service Beneficiary has made transactions with electricity on the markets administered by OPCOM whose reporting obligation applies starting from April 07, 2016, [the clause shall produce effects exclusively in the hypothesis in which the Service Beneficiary has made transactions with energy in the above-mentioned conditions].
- (E) The fact that the Service Beneficiary has made transactions with electricity outside the markets administered by OPCOM whose reporting obligation applies starting from April 07, 2016, this being registered with none of the electricity markets administered by OPCOM, [the clause shall produce effects exclusively in the hypothesis in which the Service Beneficiary has made transactions with energy in the above-mentioned conditions].
- (F) The fact that the Service Beneficiary has made transactions with natural gas outside the markets administered by OPCOM whose reporting obligation applies starting from April 07, 2016, this being registered with none of the natural gas markets administered by OPCOM, [the clause shall produce effects exclusively in the hypothesis in which the Service Beneficiary has made transactions with natural gas in the above-mentioned conditions].
- (G) The fact that the Service Beneficiary has incumbent obligations of reporting of the fundamental data mentioned in article 9, paragraph (9) of the Regulation 1348, applicable starting from April 07, 2016, this being registered with none of the natural gas markets administered by OPCOM, [the clause shall produce effects exclusively in the hypothesis in which the Service Beneficiary has the obligation of reporting pursuant to the provisions of article 9, paragraph (9) of regulation 1348]
- (H) The request addressed by the Service Beneficiary to OPCOM, included in Annex 1 to this Agreement, to assist it for the fulfillment of its obligations to report to ACER,
- (I) OPCOM's intention to act in the name and on behalf of the Service Beneficiary reporting the relevant data in its name and on its behalf to ACER, in the conditions of this Agreement,

The Parties have concluded this Agreement in order to establish the conditions in which the above-mentioned operations shall be performed,

#### **Art. 1. OBJECT OF AGREEMENT. TARIFFS**

- a) The object of this Agreement is the provision by OPCOM of the reporting services to ACER ("Reporting Services"), in the name and on behalf of the Service Beneficiary, of the relevant data according to REMIT and, respectively, according to the procedures and standards published by ACER, within the terms imposed by ACER, or of the services of reporting of the details regarding the wholesale energy contracts that have been concluded before the date when the reporting obligation becomes effective ("Backloading Services") or of the services of reporting of the fundamental data regarding the natural gas pursuant to article 9, paragraph (9) of the REMIT Regulation ("DFG Reporting Services"), as

well as other packages of services defined in Annex 1 (the Reporting Services, the Backloading Services and the DFG Reporting Services and the other packages of services being hereinafter jointly referred to as the "Services"). To this end, the Service Beneficiary hereby empowers OPCOM specifically to transmit relevant data to ACER, in its name and on its behalf, no other authorizations of the Service Beneficiary being necessary.

- b) The Parties hereby agree that the relevant data shall be the ones mentioned in the REMIT Regulation and in the Trade Reporting User Manual (TRUM). For the avoidance of any doubts, the relevant data may be amended depending on regulations and ACER's requests.
- c) This Agreement is concluded by the Service Beneficiary for the provision by OPCOM of the Services as demanded by this pursuant to Annex 1.
- d) For the Services provided by OPCOM, the Service Beneficiary shall pay the tariffs provided by Annex 5 ("Tariffs").
- e)
  - i. OPCOM will invoice to the Service Beneficiary the REMIT fees established in accordance with Commission Decision 2020/2152 of 17.12.2020 on fees due to the European Union Agency for the Cooperation of Energy Regulators for the collection, usehandling, processing and analysings of information reported under Regulation (EU) No.1227/2011 of the European Parliament and of the Council, as they will be calculated and broken down individually by ACER for reporting registrations on behalf of the Service Beneficiary.
  - ii. The invoice containing the REMIT fees will be electronically issued and sent (by e-mail) by OPCOM within maximum 5 working days from the date of receipt of the invoice from ACER containing the breakdown of the fees by component, following that the Service Beneficiary will pay the invoice in full by bank transfer, with payment order, within five working days from receipt of the invoice. OPCOM has the right to suspend the execution of the obligations assumed by the Agreement if the Service Beneficiary does not fully fulfill its obligation to pay within maximum 5 working days from the receipt of the invoice without the need for prior notification. During the suspension period, respectively starting with the date immediately following the term of maximum 5 working days for fulfilling the payment obligations, OPCOM is exonerated from any liability for non-performance of the obligations assumed by the Agreement. The suspension of the execution of OPCOM's obligations will last until the moment when the Service Beneficiary will pay in full the outstanding amounts due to OPCOM.
  - iii. REMIT fees will also include the flat enrolment fee component calculated and allocated equally between the entities that used the reporting service according to the ACER invoice.
  - iv. Invoicing of REMIT fees to the Service Beneficiary shall be subject to VAT, in situations where VAT is due in accordance with the applicable legislation.
  - v. The invoicing of REMIT fees to the Service Beneficiary will be performed in Lei, at the exchange rate communicated by the National Bank of Romania valid on the date of invoicing.
  - vi. The Parties agree that additional fees may be charged in the event of a request from ACER for data resubmission due to its insufficient / poor quality. In such situations, both the initially reported records and their corrections will be taken into account in the tax calculation based on the transaction records.
  - vii. The Service Beneficiary declares that it is aware of and assumes that the level of REMIT fees is subject to updating on the basis of a cost-based discounting mechanism

independent of the number of reported transaction records, without exceeding the eligible costs.

## **Art. 2. SERVICE BENEFICIARY'S OBLIGATIONS**

- a) to comply with the applicable regulations regarding the effective reporting obligations;
- b) to fulfill any and all formalities necessary in order to maintain during this Agreement its registration with the National Registry of Participants in the Wholesale Energy Market and with the European Registry of Market Participants;
- c) to provide OPCOM with the general information provided by Annex no. 2 to this Agreement;
- d) to inform OPCOM of any amendment of the ACER code specified in Annex no. 2 to this Agreement at the latest five (5) business days prior to the date on which it requests the operation of the amendment on the OPCOM trading platforms; the information shall include both the existing ACER code and the amended ACER code of the Service Beneficiary. Otherwise, OPCOM shall not be liable for the rejection of the relevant data reported in its name to ACER;
- e) to provide OPCOM with any and all necessary information/documents for the fulfillment of the reporting obligations completely, exactly and in due time in the format provided by Annex no. 3 and Annex no. 4, as the case may be, to this Agreement;
- f) to inform OPCOM in the shortest time possible of any errors and/or inaccuracies identified in the information/documents provided to OPCOM;
- g) to inform OPCOM immediately, but no later than 12 (twelve) hours from their occurrence, of any amendments that occur with regard to the data/contracts necessary to be reported in order to allow OPCOM to make the reporting completely, accurately and in due time; OPCOM shall not be liable for the incomplete, inaccurate or unperformed reporting until the established terms in case this situation is determined by the Service Beneficiary, including by its failure to inform OPCOM in real time of any amendments occurring with regard to the data/contracts required to be reported;
- h) to pay the Tariffs according to the provisions of this Agreement;
- i) in case of inappropriate fulfillment or non-fulfillment of any payment obligation provided by this Agreement as incumbent on it, the Service Beneficiary undertakes to pay delay penalties, calculated as a percentage share related to the unpaid amount, starting from the day immediately next to the maturity date and until the date of full reimbursement of the owed amount; the applicable percentage share is the one regulated by the Tax Procedure Code in force at the application date, in the matter of delay penalties charged in case of non-payment of the tax obligations. In accordance with Art. 1.523 of the Civil Code, the Service Beneficiary shall be in default by operation of law by the simple expiry of the term established for the fulfillment of its obligations under this Agreement;
- j) the Parties hereby agree that OPCOM shall be entitled to stay the provision of the Services without any prior notice if the Service Beneficiary has not paid or refused unjustifiably to pay the Tariffs provided by this Agreement;
- k) the Service Beneficiary represents and warrants that each piece of information/each document supplied by OPCOM for the provision of the Services shall be true, complete,

accurate and not misleading, and OPCOM shall collect the data so received without conducting its own investigations with regard to these, relying on such data for the provision of the Services.

### **Art. 3. OPCOM'S OBLIGATIONS**

- a) to comply with the applicable effective regulations regarding the reporting obligations;
- b) to fulfill the necessary formalities in order to maintain its status of registered Reporting Mechanism;
- c) to provide the Services according to the provisions of this Agreement;
- d) to make sure that the relevant data will be reported to ACER completely, accurately and within the imposed deadlines, provided that these have been communicated to it in due time by the Service Beneficiary, as the case may be;
- e) to inform the Service Beneficiary if the relevant data have not been reported to ACER;
- f) to issue and to transmit the monthly invoice to the Service Beneficiary for the counter value of the tariffs.

### **Art 4. TERM, EFFECTIVENESS AND TERMINATION OF AGREEMENT**

- a) This Agreement is concluded for an undetermined term, and shall terminate according to the provisions indicated herein below:
  - (i) if the Service Beneficiary, unjustifiably, refuses or delays by more than 30 (thirty) calendar days the payment of the Tariffs, OPCOM may consider the Agreement terminated automatically, no prior notice to the Service Beneficiary, formal notice of delay or other prior formality being necessary and without referring to any court of law. The Service Beneficiary shall remain bound to pay the owed and unpaid amounts and to cover any damage thus caused;
  - (ii) in case of non-fulfillment of the obligations by either Party, the other Party may request the Agreement be terminated by written notice addressed to the other Party and sent 30 days before the date at which the termination of the Agreement shall operate, without referring to any court of law and without any other formality, the Agreement being due to terminate as of the date of receipt of the notice by the breaching Party;
  - (iii) either Party may terminate the Agreement unilaterally without any justification, addressing, in this case, a written notice to the other Party, the Agreement being due to terminate in a term of 20 (twenty) calendar days as of the date of receipt of the notice. If the Service Beneficiary is the Party terminating the Agreement unilaterally, this shall remain bound to make the owed and outstanding payments for the Services provided by OPCOM until the moment of termination of the Agreement. The Service Beneficiary shall make these payments immediately after the notice is sent to OPCOM.
- b) This Agreement shall become effective as of the date when this is signed by both Parties, the provision of the Services starting from the date specified in Annex 1.

#### **Art. 5. FORCE MAJEURE**

Liability shall be eliminated when damage is caused by force majeure or an unforeseeable circumstance, under art. 1351 of the Civil Code.

#### **Art. 6. PARTIES' LIABILITY**

- a) Except for serious fault or willful action, OPCOM shall be held liable for no loss or damage caused by, but without limitation to, the following situations:
  - (i) total or partial malfunctioning or other deficiency of the systems of communication with the Service Beneficiary/ACER, irrespective of the cause that has generated it;
  - (ii) non-functioning, suspension or interruption for any reasons of the means of communication of the Service Beneficiary with OPCOM or of OPCOM with ACER.
- b) For the avoidance of any doubts, the Parties agree that, in any conditions, OPCOM may be bound to cover any damage up to a maximum threshold equal to the Tariff registered and actually cashed for a month of provision of the service.
- c) The Parties agree that OPCOM shall not be held liable in any situation for the Service Beneficiary's failure to comply with OPCOM's and/or ACER's instructions regarding the reporting procedures, including, but without limitation to, the relevant data, the applicable terms etc. At the same time, OPCOM shall not be held liable for the transmission by the Service Beneficiary of erroneous, incomplete, untrue data or of data not complying with the format established by OPCOM by the annexes to this Agreement.
- d) The Parties' mutual liability shall be eliminated for the indirect, incidental losses or damages.

#### **Art. 7. CONFIDENTIALITY**

- a) The Parties agree to treat as confidential all information they receive or to which they have access during the performance of this Agreement and not to disclose any such information to any third party.
- b) In the interests of clarity, for the purpose of this Agreement, ACER shall not be considered as a third party under letter a) of this Article.
- c) The Parties agree on the fact that any provision referring to confidentiality existing in another/other contracts, agreements and market accession agreement and/or other document/documents that exist or are to exist between the Parties for other purposes than the ones related to this Agreement, assumed by the Parties in what regards the non-disclosure of the data and information to third parties, are not applicable in what regards the disclosure to ACER of the information that is the object of the Services.
- d) The confidentiality obligation shall not apply if:
  - (i) the Party has already held the information prior to its disclosure to the other Party;
  - (ii) the information has already been known to the public at the date of its disclosure;

- (iii) any information necessary to be disclosed for the purpose of attending to the duties of reporting to ACER, in the name of the Service Beneficiary, prior to the date when the Services are required to be provided;
  - (iv) any information is requested in order to meet any legal or regulatory requirements, provided that either Party informs the other Party prior to the supply of such information of such request and analyzes what this is requested to disclose and what can be maintained confidential in certain circumstances.
- e) The provision from Art. 7, letter a) shall apply for an unlimited term, including after the termination of this Agreement.

#### **Art. 8. APPLICABLE LAW**

- a) This Agreement shall be governed and interpreted according to the Romanian law.
- b) Any difference or dispute that may occur between the Parties, within or in relation to the performance of the Agreement, including referring to its conclusion, performance or cancelation, shall be solved amicably, in a term of maximum fifteen (15) calendar days as of the date when such a difference and/or dispute is notified. If upon expiry of such a term, which may be prolonged by the Parties' agreement, these cannot settle amicably the contractual difference/dispute, the dispute shall be solved by the competent court of law from Romania.

#### **Art. 9. FINAL PROVISIONS**

- a) Any subsequent amendments and supplementations to this Agreement must be made in writing and signed by both Parties.
- b) Each Party represents and confirms that it has understood and accepted knowingly all the clauses of this Agreement published on the Internet page [www.opcom.ro](http://www.opcom.ro), with the skills and expertise of a professional in the exercise of their profession, retaining legal, financial or technical advisors as this may have deemed necessary and agrees and accepts specifically each clause provided by this Agreement.
- c) OPCOM shall publish on its webpage both the Romanian variant of this Agreement, and its English variant. In case of any inconsistencies between the two versions, the Romanian variant, signed by both Parties, shall prevail.
- d) The Annexes shall be an integrant part of this Agreement.



e) This Agreement has been concluded today ....., in Bucharest, at the registered office of company OPERATORUL PIEȚEI DE ENERGIE ELECTRICĂ ȘI DE GAZE NATURALE „OPCOM” S.A., in two (2) originals, one original for each Part and shall become effective on .....

**OPCOM S.A.**

**By**

General Manager,

Victor Ionescu

Economic Manager,

Silvia Fediuc

D.I.T. Manager

Remus Bârsănescu

**Service Beneficiary**

**By**

Annex no. 1  
Form – Application of Service Beneficiary

Applicant exit no.....

**APPLICATION**

To

Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A.  
16-18 Hristo Botev Boulevard, District 3, Bucharest

1. Company/Certified      Natural      Person/Industrial      Enterprise/Financial      Enterprise  
....., with registered office in  
....., represented by its  
legal representative (general manager, director etc., as the case may  
be)..... and holding the ACER  
code ....., hereby request the provision of the following Services by Operatorul  
Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A.

Services	From the date of:	
	Electricity Market <sup>1</sup>	Natural Gas Market <sup>2</sup>
<p>(A) Services of reporting to ACER ("<b>Reporting Services</b>"), in the name and on behalf of the Service Beneficiary, of the relevant data according to REMIT and according to the procedures and standards published by ACER, within the terms imposed by ACER. For the purpose of provision of the Reporting Services OPCOM shall perform the following operations:</p> <p style="margin-left: 40px;">i. Reporting of the data to ACER, including the events of the</p>		

<sup>1</sup> To be checked off by the Service Beneficiary.

<sup>2</sup> To be checked off by the Service Beneficiary.

<p>lifecycle of the following contracts: standard and non-standard for the supply of electricity and/or natural gas, as the case may be, established outside the markets administered by OPCOM, non-standard contracts established on the markets administered by OPCOM, as well as the execution of the non-standard contracts reported by OPCOM to ACER;</p> <ul style="list-style-type: none"> <li>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to the participants in ACER XML format, through the OPCOM FTPS server;</li> <li>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to the participants in ACER XML format, through the OPCOM FTPS server.</li> </ul>		
<p>(B) Services of reporting of the details regarding the wholesale energy contracts that have been concluded before the date when the reporting obligation becomes effective ("<b>Backloading Services</b>"). For the provision of the Backloading Services, OPCOM shall conduct the following operations:</p> <ul style="list-style-type: none"> <li>i. Reporting of the data to ACER, including the events of the lifecycle of the following contracts: standard and non-standard contracts for the supply of electricity and/or natural gas, as the case may be, established outside the markets administered by OPCOM, non-standard contracts established on the markets administered by OPCOM, as well as for the execution of the non-standard contracts reported by OPCOM to ACER;</li> <li>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server;</li> <li>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server.</li> </ul>		
<p>(C) Reporting Services to ACER ("<b>DFG Reporting Services</b>"), in the name and on behalf of the Service Beneficiary, of the relevant data according to REMIT and according to the procedures and standards published by ACER, within the terms imposed by ACER. For the purpose of provision of the DFG Reporting Services, OPCOM shall perform the following operations:</p> <ul style="list-style-type: none"> <li>i. Reporting to ACER of the fundamental data regarding natural gas according to article 9, paragraph (9) of the Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the</li> </ul>		

<p>European Parliament and of the Council on wholesale energy market integrity and transparency;</p> <ul style="list-style-type: none"> <li>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to the participants in ACER XML format, by the OPCOM FTPS server;</li> <li>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server.</li> </ul>		
<p>(D) Package of Reporting Services and Backloading Services to ACER, in the name and on behalf of the Service Beneficiary, of the relevant data according to REMIT and according to the procedures and standards published by ACER, within the terms imposed by ACER. For the purpose of provision of the Package of Reporting Services and Backloading Services, OPCOM shall perform the following operations:</p> <ul style="list-style-type: none"> <li>i. Reporting of the data to ACER, including the events of the lifecycle of the following contracts concluded before and after the date when the reporting obligation becomes effective: standard and non-standard contracts for the supply of electricity and/or natural gas, as the case may be, established outside the markets administered by OPCOM, non-standard contracts established on the markets administered by OPCOM, as well as the execution of the non-standard contracts reported by OPCOM to ACER;</li> <li>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to the participants in ACER XML format, by the OPCOM FTPS server;</li> <li>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server.</li> </ul>		
<p>(E) Package of Reporting Services and DFG Reporting Services to ACER, in the name and on behalf of the Service Beneficiary, of the relevant data according to REMIT and according to the procedures and standards published by ACER, within the terms imposed by ACER. For the provision of the package of Reporting Services and DFG Reporting Services, OPCOM shall perform the following operations:</p> <ul style="list-style-type: none"> <li>i. Reporting of the data to ACER, including the events of the lifecycle of the following contracts: standard and non-standard contracts for the supply of electricity and/or natural gas, as the case may be, established outside the markets administered by OPCOM, non-standard contracts established on the markets administered by OPCOM, as well</li> </ul>		

<p>as the execution of the non-standard contracts reported by OPCOM to ACER and the reporting of the fundamental data regarding natural gas pursuant to article 9, paragraph (9) of the Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency;</p> <ul style="list-style-type: none"> <li>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server;</li> <li>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server.</li> </ul>		
<p>(F) Package of Backloading Services and DFG Reporting Services to ACER, in the name and on behalf of the Service Beneficiary, of the relevant data according to REMIT and according to the procedures and standards published by ACER, within the terms imposed by ACER. For the purpose of provision of the Package of Backloading Services and DFG Reporting Services, OPCOM shall perform the following operations:</p> <ul style="list-style-type: none"> <li>i. Reporting of the data to ACER, including the events of the lifecycle of the following contracts concluded before the date when the reporting obligation becomes effective: standard and non-standard contracts for the supply of electricity and/or natural gas, as the case may be, established outside the markets administered by OPCOM, non-standard contracts established on the markets administered by OPCOM, as well as the execution of the non-standard contracts reported by OPCOM to ACER and the reporting of the fundamental data regarding natural gas pursuant to article 9, paragraph (9) of the Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency;</li> <li>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server;</li> <li>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server.</li> </ul>		

<p>(G) Package of Reporting Services, Backloading Services and DFG Reporting Services to ACER, in the name and on behalf of the Service Beneficiary, of the relevant data according to REMIT and according to the procedures and standards published by ACER, in the terms imposed by ACER. For the purpose of provisions of the Package of Reporting Services, Backloading Services and DFG Reporting Services, OPCOM shall perform the following operations:</p> <ul style="list-style-type: none"> <li>i. Reporting of the data to ACER, including the events of the lifecycle of the following contracts concluded before and after the date when the reporting obligation becomes effective: standard and non-standard contracts for the supply of electricity and/or natural gas, as the case may be, established outside the markets administered by OPCOM, non-standard contracts established for the markets administered by OPCOM, as well as the execution of the non-standard contracts reported by OPCOM to ACER and the reporting of the fundamental data regarding natural gas according to article 9, paragraph (9) of the Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency;</li> <li>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server;</li> <li>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server.</li> </ul>		
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Position, legal representative: .....

Legal representative's last name and first name: .....

Legal representative's signature: .....

Annex no. 2  
Applicant's Data

Name	
Short name	
Registered office	
Mailing address	
Phone number	
Fax number	
E-mail address	
ACER Code	
Persons authorized to represent the applicant	

### Annex no. 3

**(A) STD Template** – Relevant Data with regard to the standard contracts, including the lifecycle thereof, as well as the execution of the non-standard contracts and the means of communication of the relevant data with regard to the standard contracts, including the lifecycle thereof, as well as the execution of the non-standard contracts, by the Service Beneficiary

For the provision by Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A., in the name and on behalf of the Service Beneficiary of the Reporting Services and of the Backloading Services for the standard contracts, including the events of the lifecycle thereof, as well as the execution of the non-standard contracts, completely, exactly and in due time, this shall provide OPCOM with any and all necessary information/documents for the fulfillment of the reporting obligations.

OPCOM shall publish on the internet page [www.opcom.ro](http://www.opcom.ro) the STD Template – Relevant Data with regard to the standard contracts, including the lifecycle thereof, as well as the execution of the non-standard contracts and the means of communication of the relevant data with regard to the standard contracts, including the lifecycle thereof, as well as the execution of the non-standard contracts, by the Service Beneficiary.

**(B) NSTD Template** – Relevant data with regard to the non-standard contracts, including the lifecycle thereof and the means of communication of the relevant data with regard to the non-standard contracts, including the lifecycle thereof, by the Service Beneficiary.

For the provision by Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A., in the name and on behalf of the Service Beneficiary, of the Reporting Services – and of the Backloading Services for the non-standard contracts, including the lifecycle thereof, completely, accurately and in due time, this shall place at OPCOM's disposal any and all necessary information/documents for the fulfillment of the reporting obligations.

OPCOM shall publish on the internet [www.opcom.ro](http://www.opcom.ro) the NSTD Template – Relevant data with regard to the non-standard contracts, including their lifecycle and the means of communication of the relevant data with regard to the non-standard contracts, including their lifecycle, by the Service Beneficiary.



#### Annex no. 4

**DFG Template** –Fundamental data regarding the natural gas and the means of communication of the fundamental data regarding natural gas by the Service Beneficiary

For the provision by Operatorul Pieței de Energie Electrică și de Gaze Naturale “OPCOM” S.A., in the name and on behalf of the Service Beneficiary of the Services of Reporting of the fundamental data regarding the natural gas according to article 9(9) of the Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency, completely, accurately and in due time, this shall place at OPCOM’s disposal any and all necessary information/documents for the fulfillment of the reporting obligations.

OPCOM shall publish on the internet page [www.opcom.ro](http://www.opcom.ro) the DFG Template – Fundamental Data regarding natural gas and the means of communication of the fundamental data regarding natural gas by the Service Beneficiary.

Annex no. 5

Tariffs

The Tariffs charged for the provision of the Services are the following:

Services	Tariff Value [Lei/Participant/Year]	
	Electricity Market <sup>3</sup>	Natural Gas Market <sup>4</sup>
<p>(A) Services of reporting to ACER ("<b>Reporting Services</b>"), in the name and on behalf of the Service Beneficiary, of the relevant data according to REMIT and according to the procedures and standards published by ACER, within the terms imposed by ACER. For the purpose of provision of the Reporting Services OPCOM shall perform the following operations:</p> <ul style="list-style-type: none"> <li>i. Reporting of the data to ACER, including the events of the lifecycle of the following contracts: standard and non-standard for the supply of electricity and or natural gas, as the case may be, established outside the markets administered by OPCOM, as well as the execution of the non-standard contracts reported by OPCOM to ACER;</li> <li>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to the participants in ACER XML format, through the OPCOM FTPS server;</li> <li>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to the participants in ACER XML format, through the OPCOM FTPS server.</li> </ul>	4600	4600
<p>(B) Services of reporting of the details regarding the wholesale energy contracts that have been concluded before the date when the reporting obligation becomes effective ("<b>Backloading Services</b>"). For the provision of the Backloading Services, OPCOM shall conduct the following operations:</p> <ul style="list-style-type: none"> <li>i. Reporting of the data to ACER, including the events of the lifecycle of the following contracts: standard and non-standard contracts for the supply of electricity and/or natural gas, as the case may be, established outside the markets administered by OPCOM, as well as the execution of the non-standard contracts</li> </ul>	4600	4600

<sup>3</sup> To be filled out by the Service Beneficiary.

<sup>4</sup> To be filled out by the Service Beneficiary.

<p>reported by OPCOM to ACER;</p> <ul style="list-style-type: none"> <li>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server;</li> <li>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server.</li> </ul>		
<p>(C) Reporting Services to ACER (“<b>DFG Reporting Services</b>”), in the name and on behalf of the Service Beneficiary, of the relevant data according to REMIT and according to the procedures and standards published by ACER, within the terms imposed by ACER. For the purpose of provision of the DFG Reporting Services, OPCOM shall perform the following operations:</p> <ul style="list-style-type: none"> <li>i. Reporting to ACER of the fundamental data regarding natural gas according to article 9, paragraph (9) of the Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency;</li> <li>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to the participants in ACER XML format, by the OPCOM FTPS server;</li> <li>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server.</li> </ul>	N/A	4600
<p>(D) Package of Reporting Services and Backloading Services to ACER, in the name and on behalf of the Service Beneficiary, of the relevant data according to REMIT and according to the procedures and standards published by ACER, within the terms imposed by ACER. For the purpose of provision of the Package of Reporting Services and Backloading Services, OPCOM shall perform the following operations:</p> <ul style="list-style-type: none"> <li>i. Reporting of the data to ACER, including the events of the lifecycle of the following contracts concluded before and after the date when the reporting obligation becomes effective: standard and non-standard contracts for the supply of electricity and/or natural gas, as the case may be, established outside the markets administered by OPCOM, as well as the</li> </ul>	6400	6400

<p>execution of the non-standard contracts reported by OPCOM to ACER;</p> <ul style="list-style-type: none"> <li>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to the participants in ACER XML format, by the OPCOM FTPS server;</li> <li>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server;</li> </ul>		
<p>(E) Package of Reporting Services and DFG Reporting Services to ACER, in the name and on behalf of the Service Beneficiary, of the relevant data according to REMIT and according to the procedures and standards published by ACER, within the terms imposed by ACER. For the provision of the package of Reporting Services and DFG Reporting Services, OPCOM shall perform the following operations:</p> <ul style="list-style-type: none"> <li>i. Reporting of the data to ACER, including the events of the lifecycle of the following contracts: standard and non-standard contracts for the supply of electricity and/or natural gas, as the case may be, established outside the markets administered by OPCOM, as well as the execution of the non-standard contracts reported by OPCOM to ACER and the reporting of the fundamental data regarding natural gas pursuant to article 9, paragraph (9) of the Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency;</li> <li>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server;</li> <li>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server.</li> </ul>	N/A	6400
<p>(F) Package of Backloading Services and DFG Reporting Services to ACER, in the name and on behalf of the Service Beneficiary, of the relevant data according to REMIT and according to the procedures and standards published by ACER, within the terms imposed by ACER. For the purpose of provision of the Package of Backloading Services and DFG Reporting Services, OPCOM shall perform the following operations:</p>	N/A	6400

<ul style="list-style-type: none"> <li>i. Reporting of the data to ACER, including the events of the lifecycle of the following contracts concluded before the date when the reporting obligation becomes effective: standard and non-standard contracts for the supply of electricity and/or natural gas, as the case may be, established outside the markets administered by OPCOM, non-standard contracts established on the markets administered by OPCOM, as well as the execution of the non-standard contracts reported by OPCOM to ACER and the reporting of the fundamental data regarding natural gas pursuant to article 9, paragraph (9) of the Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency;</li> <li>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server;</li> <li>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server.</li> </ul>		
<p>(G) Package of Reporting Services, Backloading Services and DFG Reporting Services to ACER, in the name and on behalf of the Service Beneficiary, of the relevant data according to REMIT and according to the procedures and standards published by ACER, in the terms imposed by ACER. For the purpose of provisions of the Package of Reporting Services, Backloading Services and DFG Reporting Services, OPCOM shall perform the following operations:</p> <ul style="list-style-type: none"> <li>i. Reporting of the data to ACER, including the events of the lifecycle of the following contracts concluded before and after the date when the reporting obligation becomes effective: standard and non-standard contracts for the supply of electricity and/or natural gas, as the case may be, established outside the markets administered by OPCOM, as well as the execution of the non-standard contracts reported by OPCOM to ACER and the reporting of the fundamental data regarding natural gas according to article 9, paragraph (9) of the Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014</li> </ul>	N/A	8200

<p>on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency;</p> <ul style="list-style-type: none"><li>ii. Access to the data reported by OPCOM to ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server;</li><li>iii. Access to the receipts of successful reporting of the data received by OPCOM from ACER. These shall be accessible to participants in ACER XML format, by the OPCOM FTPS server.</li></ul>		
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