



**Romanian  
Gas and  
Electricity  
Market  
Operator**

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**AGREEMENT ON DATA REPORTING  
AND DATA ACCESSING**

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## AGREEMENT ON DATA ACCESSING AND DATA REPORTING

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

1. **OPERATORUL PIETEI 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 RO23 RNCB 0074 0292 1737 0107, opened with BCR, District 3 branch, holder of License no. 407 issued by the Romanian Energy Regulatory Authority (ANRE) for the activity of electricity market operator and of License no. 1798 issued by the Romanian 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 his capacity as General Manager and by Silvia Fediuc, in her capacity as Economic Manager, in its 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 .....,  
as the entity that has the obligation to report the details of wholesale energy contracts in accordance with the applicable legal provisions, hereinafter referred to as the "Services Beneficiary",

hereinafter individually referred to as the "Party" and jointly as the "Parties".

Having regard to the following:

- (A) The provisions of the Commission Implementing Regulation (EU) No. 1348/2014 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 integrity and transparency of the wholesale energy market ("REMIT Implementing Regulation"), according to which market participants must report regularly to the Agency for the Cooperation of Energy Regulatory Authorities ("ACER ") the details of wholesale energy contracts, both in terms of the supply of electricity and natural gas respectively, as well as the transport of the respective products,
- (B) The provisions of Article 9 paragraph (9) within the REMIT Implementation Regulation, according to which the obligation to provide information on the volume of gas stored at the end of a gas day is imposed,
- (C) The provisions of Article 6 of the REMIT Implementing Regulation according to which the reporting of details of wholesale energy products executed on organized markets is carried out through the relevant organized markets or through order correlation or reporting systems,
- (D) Regulation (EU) 942/2019 of the European Parliament and of the Council establishing the Agency ("ACER Regulation") introduces fees as an additional source of funding for ACER, to cover the costs of REMIT-related activities, respectively for the collection, handling, processing and analysing the information reported pursuant to Article 8 of Regulation (EU) no. 1227/2011 of the European Parliament and of the Council on the integrity and transparency of the wholesale energy market ("REMIT Regulation"),
- (E) The European Commission, General Directorate for Energy, following consultation with ACER, issued Commission Decision (EU) No. 2020/2152 of 17<sup>th</sup> December 2020 regarding the fees due to the European Union Agency for the Cooperation of Energy Regulatory Authorities for the collection, use, processing and analysing the information reported pursuant to Regulation (EU) No. 1227/2011 of the European Parliament and of the Council ("Commission Decision No. 2020/2152") in the implementation of art. 32 of the ACER Regulation, which sets the REMIT fees for market participants registered, in accordance with Article 9 of the REMIT Regulation, applicable from 1 January 2021,
- (F) The fact that the organized market, at the request of an entity that has reporting obligations to ACER, will provide an agreement on data reporting,
- (G) The fact that OPCOM has been registered as a reporting mechanism in accordance with Article 11 of the REMIT Implementing Regulation ("Registered Reporting Mechanism" or "RRM"),

- (H) The fact that the Services Beneficiary has carried out transactions/concluded contracts with energy or related to the transport of energy/has obligations to report fundamental data on electricity or gas,
- (I) The fact that the Services Beneficiary is registered in the National Register of participants in the wholesale energy market and in the European Register of market participants, being assigned an ACER code, mentioned in Annex 2 to this Agreement,
- (J) The fact that the Services Beneficiary is registered in the National Register of participants in the wholesale energy market and in the European Register of market participants, being assigned an EIC code, mentioned in Appendix 2 to the Agreement, if applicable,
- (K) The express request of the Services Beneficiary address to OPCOM, as specified in Annex 1 to this Agreement, to assist the Services Beneficiary in fulfilling reporting obligations to ACER,
- (L) OPCOM's intention to act in the name and on behalf of the Services Beneficiary by reporting the relevant data in his name and on his behalf to ACER and/or to provide access to trading data, as the case may be, under the terms and conditions of this Agreement and the applicable legal provisions,

the Parties concluded this Agreement in order to establish the terms and conditions under which one or more of the above-mentioned services will be carried out, in accordance to the following:

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

- a) The object of this Agreement is the provision by OPCOM of RRM OPCOM administration services and the following:
  - reporting services to ACER, in the name and on behalf of the Services Beneficiary, regarding at least one of the following categories of data, respectively:
    - (i) of the relevant data according to the REMIT Regulation and respectively according to the procedures and standards published by ACER, within the terms imposed by ACER, regarding the wholesale contracts concluded by the Services Beneficiary on the OPCOM organized market ("Services for reporting contracts established on the OPCOM organized market") and/or
    - (ii) of the relevant data related to bilateral wholesale energy contracts negotiated directly and/or energy transactions established on other organized markets, as the case may be, by the Services Beneficiary ("Reporting services of contracts established outside the OPCOM organized market") and/or
    - (iii) of gas fundamental data pursuant to Article 9 (9) of the REMIT Implementing Regulation ("Gas Fundamental Data Reporting Services") and/or

- (iv) of the details regarding wholesale energy products in relation to the transport of electricity, respectively of the contracts that were concluded on capacity markets ("Reporting services of contracts related to the transport of electricity established on capacity markets"),

the categories of services listed above under points (i), (ii), (iii) and (iv) being called "RRM OPCOM reporting services",

- services for providing access to trading data ("Data access services for reporting through another RRM than the OPCOM RRM"),

as defined in Annex 1 (RRM OPCOM Administration Services and RRM OPCOM Reporting Services or Data Access Services for reporting through a RRM other than RRM OPCOM, all of which are hereinafter collectively referred to as the "Services"). In this regard, as the case may be, the Services Beneficiary expressly authorizes OPCOM, through this Agreement, to submit the relevant data to ACER in his name and on his behalf, no further authorizations in this regard from the Services Beneficiary being required.

- b) The Parties agree that the relevant data are those set out in the REMIT Implementing Regulation and the User Manual in the Transaction Reporting Process ("TRUM"). For the avoidance of doubt, the relevant data may be revised according to regulations and ACER requests;
- c) This Agreement is concluded by the Services Beneficiary for the provision of the Services by OPCOM to the extent that they are requested by the Services Beneficiary according to Annex 1;
- d) To the extent that this Agreement is concluded by the Services Beneficiary for the provision of the Services fulfilled by OPCOM, as requested by the Services Beneficiary according to Annex 1, for all markets managed by OPCOM where the Services Beneficiary is registered, considering that OPCOM's provision of the requested Services will automatically extend to any new markets where the Services Beneficiary registers after the conclusion of this Agreement, thus no further formalities being needed in this regard;
- e) Considering the services provided by OPCOM, the Services Beneficiary shall pay the fees provided in the procedure regarding the fees charged by OPCOM for the provision of Services, which can be consulted on OPCOM's website, respectively [www.opcom.ro](http://www.opcom.ro);
- f) OPCOM will invoice on a monthly basis to Services Beneficiary the rates according to the Services provided;
- g) The monthly invoice containing OPCOM's tariffs will be issued and sent electronically (by e-mail) by OPCOM in the first 10 (ten) working days of the month following the month in which the Services were provided, after which the Services Beneficiary has to pay the invoice in full, by bank transfer, with payment order, within a maximum of 5 (five) working days from the date of receipt of the invoice. OPCOM has the right to suspend the execution of the obligations assumed by the Agreement if the Services Beneficiary does not fulfil his payment obligation in full, within a maximum of 5 (five) working days from the date of receipt of the invoice, without the need for any prior notification. During the suspension period, starting with the date immediately

following the deadline of maximum 5 (five) working days (offer/trading day, as the case may be) for the fulfilment of payment obligations, OPCOM is exonerated from any liability for non-execution of the obligations assumed by this Agreement. The suspension of the execution of OPCOM's obligations will last until the moment when the Services Beneficiary fully pays the outstanding amounts due to OPCOM according to this Agreement;

- h) The invoicing of the OPCOM tariff to the Services Beneficiary will contain VAT, in situations where VAT is due according to the applicable legislation;
- i) OPCOM will annually invoice the Services Beneficiary all REMIT fees established according to Commission Decision no. 2020/2152, as they will be calculated and broken down individually by ACER for the reporting of records on behalf of the Services Beneficiary;
- j) The annual invoice containing the REMIT fees will be issued and sent electronically (by e-mail) by OPCOM within no more than 10 (ten) working days from the date of receipt of the invoice from ACER, containing the breakdown of the fee by components, following which the Services Beneficiary must pay the invoice in full by bank transfer, with a payment order, within a maximum of 5 (five) working days from the date of receipt of the invoice. OPCOM has the right to suspend the execution of the obligations assumed by the Agreement if the Services Beneficiary does not fulfil such payment obligation in full, within a maximum of 5 (five) working days from the date of receipt of the invoice, without the need for any prior notification. During the suspension period, respectively starting with the date immediately following the deadline of maximum 5 (five) working days (offer/trading day, as the case may be) for the fulfilment of payment obligations, OPCOM is exonerated from any liability for non-execution of the obligations assumed by this Agreement. The suspension of the execution of OPCOM's obligations will last until the moment when the Services Beneficiary fully pays the outstanding amounts due to OPCOM according to this Agreement;
- k) The REMIT fees will include the flat-rate component calculated and allocated equally between the entities that used the reporting service according to the invoice from ACER;
- l) The invoicing of REMIT fees to the Services Beneficiary will contain VAT, in situations where VAT is due according to the applicable legislation;
- m) The invoicing of REMIT fees to the Services Beneficiary will be done in Lei, at the exchange rate communicated by the National Bank of Romania valid on the date of invoicing;
- n) The Parties agree that additional fees may be charged in the event of a request from ACER to retransmit data due to insufficient/poor data quality. In such situations, both the originally reported entries and their corrections will be taken into account in the calculation of fees based on transaction entries;
- o) The Services Beneficiary declares that he is aware and assumes that the level of REMIT fees is subject to updating, based on a cost-based updating mechanism, independent of the number of transaction records reported, without exceeding eligible costs.

## **Art. 2. OBLIGATIONS OF THE SERVICES BENEICIARY**

- a) To comply with the applicable regulations regarding the reporting obligations in force;
- b) To fulfil any and all required formalities in order to maintain, for the entire duration of this Agreement, its registration in the National Register of participants in the wholesale energy market and the European Register of market participants;
- c) To make available to OPCOM the general information provided in Annex 2 to this Agreement;
- d) To inform OPCOM about any change to the ACER code and/or the EIC code, if applicable, specified in Annex 2 to this Agreement, no later than five (5) working days before the date from which he requests the operation of the change in the OPCOM platforms. The information will include both the existing ACER/EIC code and the changed ACER/EIC code of the Services Beneficiary. Otherwise, OPCOM is not responsible for rejecting the relevant data reported in the name of and on behalf of the Services Beneficiary, to ACER;
- e) To make available to OPCOM any and all information/documents necessary in order to fulfil reporting obligations completely, accurately and on time, in the format provided in Annex 3, as applicable, to this Agreement;
- f) To inform OPCOM as soon as possible about any errors and/or inadvertences identified in the information/documents provided to OPCOM;
- g) To inform OPCOM immediately, but not later than 12 (twelve) hours after the occurrence, regarding any changes that occur with respect to the data/contracts that need to be reported, in order to allow OPCOM to carry out the reporting completely, accurately and on time; OPCOM is not responsible for incomplete, inaccurate or non-executed reporting by the established deadlines, if such situation is caused by the Services Beneficiary, caused by such event including by not informing OPCOM in a timely manner of any changes that occur regarding the necessary data/contracts to be reported;
- h) To pay any and all REMIT fees and charges according to this Agreement;
- i) In the event of improper execution or non-execution of any payment obligation provided for in this Agreement which falls under the obligations of the Services Beneficiary, the Services Beneficiary undertakes to pay penalties, calculated as a percentage based on the unpaid amount, starting from the day immediately following the due date and until the date of paying the full amount owed; the applicable percentage rate is the one regulated by the Fiscal Procedure Code in force on the date of application, in the matter of late penalties applied in cases of non-payment of fiscal obligations. In accordance with Art. 1.523 of the Civil Code, the Services Beneficiary is automatically in delay by simply fulfilling the term established for the execution of his obligations mentioned under this Agreement;
- j) The Parties agree through this Agreement that OPCOM will be entitled to suspend the provision of the Services without any prior notice in the event that the Services

Beneficiary has not paid or unjustifiably refused to pay the REMIT rates and fees provided for in the Agreement;

- k) The Services Beneficiary declares and guarantees that every information/document provided/supplied to OPCOM in order to perform the Services will be authentic, complete, accurate and will not be likely to mislead, and OPCOM will collect the data thus received without conducting own investigations regarding such data, but only relying on the respective sent data in order to provide the Services.

### **Art. 3. OBLIGATIONS OF OPCOM**

- a) To comply with the applicable regulations in force regarding reporting obligations;
- b) To fulfil any necessary formalities to keep its status as a Registered Reporting Mechanism;
- c) To provide the Services according to the provisions of this Agreement;
- d) To ensure that the relevant data will be reported to ACER authentically, accurately and within the imposed deadlines, provided that they have been communicated to OPCOM in a timely manner, correctly and completely by the Services Beneficiary, as the case may be;
- e) To inform the Services Beneficiary in any situation where the relevant data have not been reported to ACER;
- f) To issue and send the monthly invoice regarding the rates to the Services Beneficiary for the value of the Services provided;
- g) To issue and transmit the annual invoice regarding REMIT fees to the Services Beneficiary.

### **Art 4. DURATION, ENTRY INTO FORCE AND TERMINATION OF THE AGREEMENT**

- a) This Agreement is concluded for an indefinite period, and is to be terminated according to the following provisions:
  - (i) If the Services Beneficiary, unjustifiably refuses or delays more than 30 (thirty) calendar days the payment of the tariffs, OPCOM may consider the Agreement terminated with immediate effect, without the need for any prior notification of the Services Beneficiary, without the need for any delay or any other prior formality and without going to any court. The Services Beneficiary will remain obliged to pay the amounts due and unpaid and to cover any damage thus caused;
  - (ii) In case of non-fulfilment of obligations by one of the Parties, the other Party may request the termination of the Agreement by means of a written notification addressed to the other Party, sent 30 (thirty) days prior to the date from which the termination of the Agreement will operate, without addressing any court and without any other formality being required, case in which the Agreement is to be terminated on the date of receipt of such notification by the Party at fault;



- (iii) Any of the Parties may unilaterally terminate this Agreement without any justification, by sending a written notification to the other Party, case in which the Agreement would be terminated within 20 (twenty) calendar days from the date of receipt of such notification. If the Services Beneficiary is the Party that unilaterally terminates the Agreement, then the Services Beneficiary will remain committed to make the payments due and not made for the Services provided by OPCOM until the termination of the Agreement, as well as for the REMIT fees. The Services Beneficiary will make these payments immediately after sending the notice of denunciation to OPCOM.
- b) Any notification required according to the provisions of art. 4 letter a) points ii) and iii) of this Agreement will be sent personally, by courier, by registered letter with acknowledgment of receipt or by fax/e-mail to the address of the other Party;
- c) This Agreement enters into force on the date of its signing by both Parties, the provision of the Services as requested by the Services Beneficiary starting from the date specified in Annex 1, but not earlier than the date of signing of the Agreement.

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

Any and all liability of any of the Parties is removed when the damage is caused by force majeure or fortuitous event, as set under the conditions of art. 1351 of the Civil Code.

#### **Art. 6 RESPONSIBILITY OF THE PARTIES**

- a) Except for gross negligence or intentional breach, OPCOM will not be liable for any loss or damage caused by, but not limited to, the following situations:
  - (i) total or partial dysfunction or other failure of the communication systems with the Services Beneficiary/ACER, regardless of the cause that generated it;
  - (ii) non-functioning, suspension or interruption for any reason of the communication channels of the Services Beneficiary with OPCOM or of OPCOM with ACER.
- b) For the avoidance of any doubt, the Parties agree that under any conditions, OPCOM may be obliged to cover any damage up to a maximum cap equal to the rate registered and actually collected for the month of provision of the Services in which the damage occurred.
- c) The Parties agree that OPCOM will not be liable under any circumstances for non-compliance by the Services Beneficiary with OPCOM and/or ACER instructions regarding reporting procedures, including but not limited to relevant dates, applicable deadlines etc. At the same time, OPCOM will not be responsible for the transmission by the Services Beneficiary of erroneous, incomplete, inaccurate data or for non-compliance with the format established by OPCOM through the annexes to this Agreement.

- d) The mutual liability of the Parties is removed for indirect, incidental losses or damages.
- e) To avoid any doubt, the Parties agree that under any conditions, OPCOM's liability in accordance with the provisions of article 6 for the way in which the Services are provided, will not be able to be attracted until the 30th anniversary of the start date of the provision of the Services specified in Annex 1 to this Agreement, for each category of Services separately.

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

- a) The Parties agree to treat as confidential all information they receive and have access to in the execution of this Agreement, and not to disclose such information to a third party.
- b) For clarity, for the purpose of this Agreement, ACER will not be considered as a third party within the meaning of article 7 letter a) of this Agreement.
- c) The Parties agree that any provision relating to confidentiality existing in other contracts, agreements and conventions for participation in the market and/or other document/documents, existing or to be existed between the Parties for purposes other than those related to the purpose of this Agreement, assumed by the Parties with respect to the non-disclosure of data and information to third parties, are not applicable with respect to the disclosure to ACER of the information that is the subject of the Services.
- d) The obligation of confidentiality does not apply to the extent that:
  - (i) the Party possessed the information prior to its disclosure by the other Party;
  - (ii) the information was already publicly known at the time of its disclosure;
  - (iii) an information is necessary to be disclosed in order to fulfil the reporting tasks to ACER, on behalf of the Services Beneficiary, prior to the date from which the provision of the Services is requested;
  - (iv) information is requested in order to meet any legal or regulatory requirements, provided that each Party notifies the other Party of such request in advance of providing such information and reviews what it is required to disclose and what can be kept confidential in certain circumstances.
- e) The provision of article 7 letter a) applies indefinitely, including after the termination of this Agreement.

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

- a) This Agreement is governed and interpreted according to Romanian law.

- b) Any misunderstanding or dispute that may arise between the Parties, within or in connection with the execution of this Agreement, including regarding its conclusion, execution or termination, will be resolved amicably, within a maximum of fifteen (15) calendar days from the date of notification of such misunderstanding or/and dispute. If at the expiration of this term, which may be extended by the agreement of the Parties, they fail to resolve the contractual misunderstanding/divergence amicably, the dispute will be settled by the competent courts in Romania.

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

- a) Subsequent amendments and additions to this Agreement require written form and the signature of both Parties. For the avoidance of doubt, the Parties agree and expressly acknowledge that the provisions of this Agreement are supplemented by any procedures issued by OPCOM regarding the execution of the Agreement, including but not limited to the procedure regarding the fees charged by OPCOM for the provision of Services, as this can be changed from time to time and which can be consulted on the website [www.opcom.ro](http://www.opcom.ro).
- b) The Parties understand and assume that this Agreement applies in its entirety in the relationship between OPCOM and the Services Beneficiary, regardless of the number and category of Services requested by the Services Beneficiary pursuant to Annex 1 and respectively provided by OPCOM in accordance with this Agreement.
- c) Each Party declares and confirms that it has understood and knowingly accepted all the clauses of this Agreement which is published on the website [www.opcom.ro](http://www.opcom.ro) , with the skill of a professional in the exercise of his activity, demanding any and all legal consultation and/or of financial or technical consultants as it has deemed necessary and agrees and expressly accepts each clause set forth in this Agreement.
- d) The Parties agree and confirm that this Agreement was negotiated by the Parties with full knowledge and understanding of its legal and commercial effects and that none of the provisions of this Agreement can be considered a standard clause within the meaning of Article 1202 or a non-usual clause within the meaning of Article 1203 of the Civil Code.
- e) OPCOM will publish on its website both the Romanian version of this Agreement and the English version. In case of discrepancies between the two versions, the version in Romanian, signed by the Parties, will prevail.
- f) The Annexes are an integral part of this Agreement.

This Agreement was concluded today ....., either in two (2) original counterparties signed holography by each Party, case in which one counterparty is provided to each Party, or signed electronically, case in which a single counterparty is provided to each Party, sent by email to the address [remit@opcom.ro](mailto:remit@opcom.ro) , either way enters into force on the date of .....

**OPCOM S.A.**

**Services Beneficiary**

Director General,

Victor IONESCU

.....

Director Economic,

Silvia FEDIUC

.....

Director DIT,

Remus BÂRSĂNESCU

.....

## Appendix 1

### Form - Services Beneficiary's Request

#### REQUEST

To: Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A.  
16-18 Hristo Botev Boulevard, 3<sup>rd</sup> District, Bucharest

1. Company/PFA/îind/ÎF.....  
headquartered in .....  
represented by the legal representative (general manager, administrator, etc., as the case may be) ..... and holding the ACER code ..... requests the provision of the following services by Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A.

Services	Date
RRM OPCOM administration services	
Reporting services through RRM OPCOM, in the name and on behalf of the Services Beneficiary, of the relevant data according to REMIT Regulation and respectively according to the procedures and standards published by ACER, within the deadlines imposed by ACER. In order to provide Reporting Services, OPCOM will carry out the following operations:	Reporting services for contracts established on the OPCOM organized market
i. Data reporting to ACER, including life cycle events of the following contracts: standard for the supply of electricity and gas established in the markets administered by OPCOM, standard and	Reporting services of contracts established outside the OPCOM organized market (reporting services of standard and/or non-standard contracts for the supply of energy established outside the markets administered by OPCOM, respectively bilateral

<p>non-standard for the supply of electricity and gas established outside the markets administered by OPCOM, respectively bilateral contracts, and/or</p>	<p>contracts and/or transactions established on other organized markets)</p>	
<p>transactions established on other organized markets, as well as the execution of non-standard contracts reported by OPCOM to ACER and the reporting of fundamental gas data according to Article 9 (9) of the Commission Implementing Regulation (EU) No 1348/2014 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 the integrity and transparency of the wholesale energy market, for the storage of natural gas and the reporting of details on wholesale energy products in relation to the transport of electricity.</p>	<p>Gas Fundamental Data Reporting Services (Gas Fundamental Data Reporting Services pursuant to Article 9 (9) of Commission Implementing Regulation (EU) No. 1348/2014 the Commission Implementing Regulation (EU) No 1348/2014 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 the integrity and transparency of the wholesale energy market, for natural gas storage</p>	
<p>ii. Access to data reported by OPCOM to ACER. Such data will be accessible to participants in ACER XML format, through the OPCOM FTPS server;</p> <p>Access to confirmations of successful data reporting received by OPCOM from ACER. They will be accessible to participants in ACER XML format, through the OPCOM FTPS server.</p>	<p>Reporting services for electricity transmission contracts established on capacity markets</p>	
<p>Data access services for reporting through other RRM than OPCOM RRM</p>		

Function, legal representative: .....

Name and surname of legal representative: .....

Signature of legal representative: .....

**Appendix no. 2**  
**Service Beneficiary Data**

Name	
Headquarter	
Mailing address	
Telephone number	
Fax number	
Email address	
ACER Code	
EIC Code (if the case may be)	
Contact persons authorized to represent the applicant in operational reporting activities	

### Appendix 3

**(A) STD Template** – Relevant data on standard contracts, including their life cycle, and the execution of non-standard contracts and the way of communication of relevant data on standard contracts, including their life cycle, and the execution of contracts non-standard, by the Services Beneficiary

For the provision by the Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A., in the name of and on behalf of the Services Beneficiary, of reporting Services for standard contracts, including their life cycle events, as well as the execution of non-standard contracts, in full, accurately and on time, the Services Beneficiary will make available to OPCOM any and all information/documents necessary to fulfil the reporting obligations.

OPCOM will publish on the website [www.opcom.ro](http://www.opcom.ro) the STD Template - Relevant data regarding standard contracts, including their life cycle, as well as the execution of non-standard contracts and the way of communicating relevant data regarding standard contracts, including the cycle of their lives, as well as the execution of non-standard contracts, by the Services Beneficiary.

**(B) NSTD Model** – Relevant data on non-standard contracts, including their life cycle and the manner of communication of relevant data on non-standard contracts, including their life cycle, by the Services Beneficiary

For the provision by Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A., in the name of and on behalf of the Services Beneficiary, of reporting Services for non-standard contracts, including their life cycle, in a complete, accurate and timely manner, the Services Beneficiary will make available to OPCOM any and all information/documents necessary to fulfil the reporting obligations.

OPCOM will publish on the website [www.opcom.ro](http://www.opcom.ro) the NSTD Template - Relevant data regarding non-standard contracts, including their life cycle and the way of communicating relevant data regarding non-standard contracts, including their life cycle, by to the Services Beneficiary.



**(C) ETR Template**– Template for Data on wholesale energy products in relation to the transport of electricity, respectively for reporting contracts related to the transport of electricity that were concluded on capacity markets and the manner of their communication by the Services 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 Services Beneficiary, of wholesale energy product reporting services in connection with the transport of electricity, respectively the resale and transfer of contracts related to the transport of energy that have been concluded on secondary markets in accordance with Article 3 (1) (b) (ii) of the REMIT Implementing Regulation, in a complete, accurate and timely manner, the Services Beneficiary shall make available to OPCOM any and all necessary information/documents in order to fulfil reporting obligations.

OPCOM will publish on the website [www.opcom.ro](http://www.opcom.ro) the ETR template - the Template for Data on wholesale energy products related to the transport of electricity, respectively for the reporting of contracts related to the transport of electricity that were concluded on capacity markets and the method of communication of them by the Services Beneficiary.

**(D) DFG Model** – Fundamental gas data and the method of communication of fundamental gas data by the Services Beneficiary

For the provision by Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A., in the name of and on behalf of the Services Beneficiary, of the fundamental gas data reporting services according to Article 9 (9) of the Implementing Regulation (EU) no. 348/2014 of the Commission on data reporting, for the implementation of Article 8 paragraphs (2) and (6) of Regulation (EU) no. 1227/2011 of the European Parliament and of the Council regarding the integrity and transparency of the wholesale energy market, in a complete, accurate and timely manner, it will make available to OPCOM any and all information/documents necessary to fulfil the reporting obligations.

OPCOM will publish on the website [www.opcom.ro](http://www.opcom.ro) the DFG Model - Fundamental gas data and method of communication of fundamental gas data by the Services Beneficiary.