

# REMIT Service Agreement

between

astora GmbH  
Karthäuser Str. 4  
34117 Kassel

(hereinafter referred to as „**astora**“)

and

Storage Customer  
Address

(hereinafter referred to as „**Storage Customer**“)

(referred to individually as a “**Party**” and collectively as the “**Parties**”)

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## Recital

With the implementation of the Implementing Regulation (EU) No 1348/2014 (IR 1348/2014) “**Implementing Regulation**” on data reporting, based on Article 8 (2) and Article 8 (6) of Regulation (EU) No 1227/2011 on wholesale energy market integrity and transparency “**REMIT**”, in connection with Article 9 (9) of the Implementing Regulation requires market participants, in accordance with the definition of Article 2 (7) **REMIT**, or System Storage Operators “**SSO**” on their behalf to report the amount of gas the **Market Participant** has stored at the end of the gas day to Agency for Cooperation of Energy Regulators “**ACER**” and, at their request, to the national regulatory authorities (Art. 12 (2) IR 1348/2014).

**REMIT** requires that **SSOs** must use a registered reporting mechanism “**RRM**” to deliver reporting data to **ACER**.

This **REMIT** Service Agreement covers the report of above mentioned **REMIT** data by **astora** on behalf of **Storage Customer** in order for **Storage Customer** to comply with the requirements of **REMIT** and its **Implementing Regulation** within the limits described in § 1.

Highlighted terms in this **REMIT** Service Agreement shall bear the meaning defined in **astora**’s **General Terms and Conditions for Storage Access** if not otherwise defined in this Amendment.

## § 1 Scope of Service

The **REMIT** reporting Service “**Service**” includes **astora**’s obligation towards **Storage Customer** to report the **Working Gas Volume Storage Customer** has stored over all his **Storage Service Agreements** per **Storage Location** at the end of the **Storage Day** to **ACER** and, at their request, to the national regulatory authorities. The report shall be made available according to the communication standards and within the time limits laid down in the **Implementation Regulation**.

**Storage Customer** receives a copy of the reporting message sent by **astora** to **RRM** via the communication paths and formats as defined under Article 3 of the **Operating Agreement**.

**astora** shall only offer the **Service** for **Storage Customer** for **Storage Service Agreements** concluded with **astora** at **astora Storage Locations**.

## § 2 Start of Contract, Contract Duration and Termination

This agreement enters into force at the point of time it has been signed by both **Parties** and has a duration of 1 **Storage Year**.

In case **Storage Customer's Storage Contracts** have a duration > 1 **Storage Year** the **Service** duration is extended by another **Storage Year** as long as the **Storage Customer** does not hold any further **Storage Contracts** with **astora**.

In order to make the necessary IT arrangements to initiate and provide the **Service** according to § 1, **astora** needs a lead time of 10 working days after receipt of notification from **Storage Customer** to **astora** according to § 4.

During the runtime of this Agreement, the Agreement may be terminated by each **Party** three months prior to the end of the **Storage Year**.

### § 3 Service Fee

Not dependent on the duration of **Storage Customer's Storage Contracts**, **Storage Customer** pays a fee "**Service Fee**" of 1000 € per **Storage Year** to **astora**. The **Service Fee** covers the **Service** for all **Storage Contracts**, **Storage Customer** has concluded with **astora** at **astora Storage Locations**. The **Service Fee** is due and payable by **Storage Customer** to **astora** by the end of the **Storage Year** in which **astora** has provided the **Service** to **Storage Customer**. The **Storage Customer** shall pay the invoiced amount in the **Month following the Storage Year** to which the invoice refers according to Article 33 (2) – (6) and Article 34 of the **General Terms and Conditions for Storage Access** are applicable.

In case **Storage Customer** terminates this agreement within a **Storage Year** and /or loses his **Market Participant** status according to §4 no time share dependent repayment of the **Service Fee** is applicable.

### § 4 Market Participant Status

The **Storage Customer** confirms to be a registered Market Participant "**Market Participant**" according to Article 2 (7) and Article 9 of **REMIT** and is in possession of a valid **ACER** Code.

In order to offer the **Service** starting 07.04.2016, **Storage Customer** is obliged to send his **ACER** Code at the latest 15.03.2016 to the following e-mail address:

sales@astora.de

In case **Storage Customer** should lose his **Market Participant** status during the **Storage Period** of one or more **Storage Service Agreement(s)**, making it impossible for **astora** to comply with their reporting obligations laid down under § 1, **Storage Customer** shall notify **astora** immediately and **astora** shall be released from all reporting obligations on behalf of **Storage Customer** as of this point of time.

## § 5 Obligation to cooperate

**Storage Customer** shall without undue delay provide **astora** with all information (including but not limited to the **ACER Code**) necessary to carry out the **Service** in a complete and timely manner according to **REMIT**, the **Implementing Regulation** and the latest procedures, standards and electronic formats published by **ACER**.

In case **Storage Customer** receives information concerning a reporting error **Storage Customer** is obliged to inform **astora** without undue delay about this fact.

## § 6 Data quality and reporting

**astora** may rely on the data retrieved from its electronic processing system or provided by **Storage Customer** without any investigation to provide its **Service**. **astora** shall not be held liable for damages caused by unavailability of its internal **REMIT** reporting system. As **astora** is using a **RRM** for data reporting to **ACER**, **astora** cannot be held responsible for any reporting errors towards **ACER** or held liable for any proven damages which may result from incorrect, inaccurate or delayed reporting caused by **RRM** or caused by unavailability of its internal IT-System.

Kassel, Date

**astora GmbH**

Place, Date

**[Storage Customer]**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name