

Data and Reporting Services

General Terms

Nord Pool AS

GENERAL TERMS FOR DATA AND REPORTING SERVICES

1. BACKGROUND

Nord Pool offers data and reporting Services to energy market participants.

These General Terms shall govern the provision of the Services that the Customer subscribes to at any time.

2. DEFINITIONS

Capitalised terms shall, when used herein and elsewhere in this Agreement, have the meaning ascribed to them below:

ACER means the Agency for the Cooperation of Energy Regulators, as established through Regulation 713/2009 of the European Parliament and the Council of 13 July 2009.

Agreement means in relation to each Service, the “Data and Reporting Services Agreement” entered into between Nord Pool and the Customer (including these General Terms) and the relevant Service Schedule.

Business Day means a day (other than a Saturday or Sunday) on which commercial banks in Norway are open for general business and interbank transactions.

Business Hours means Business Days between 08:00 and 18:00 CET/CEST.

Contact Person means a natural person who shall be authorised to represent the Customer in relation to the Agreement or an individual Service.

Customer means the entity identified as such in the Agreement.

Customer Data means any data concerning the Customer that is required to perform the Services under this Agreement, and includes Third Part Data where the Customer performs Third Party Reporting.

Customer Portal means a web-based interface made available by Nord Pool, in which the Customer can administer information relating to its account and perform certain communications with Nord Pool.

Data Recipient means the platform and/or entity (other than Nord Pool) to which Nord Pool shall deliver or make available the relevant Customer Data (in a derived format where applicable) to perform a Service.

Data Source means the platform and/or entity that shall deliver or make available to Nord Pool the relevant Customer Data in order for Nord Pool to perform a Service.

Fee Schedule means the fee list published by Nord Pool on Nord Pool’s Website, setting out the fee(s) and terms of payment and invoicing for each Service.

Force Majeure is defined in clause 10.3.

General Terms means these general terms for data and reporting services, as displayed on the Nord Pool’s Website, and as may be amended from time to time.

Nord Pool means Nord Pool AS, a Norwegian limited liability company with corporate registration number 919 585 099 (Norway), and with its registered business address at Lilleakerveien 2 A, 0283 Oslo, Norway.

Nord Pool Facility means either the Customer Portal, any Service Interface and/or the Nord Pool Website.

Nord Pool Website means the web contents on <http://nordpoolgroup.com/>, insofar as it relates to this Agreement or the Services.

OMP means Organised Market Place as defined in the commission Implementing Regulation (EU) No 1348/2014 on data reporting implementing Article 8(2) and Article 8(6) of REMIT.

Party means either Nord Pool or the Customer. **"Parties"** shall be construed accordingly.

REMIT means regulation (EU) NO 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency.

RRM means Registered Reporting Mechanism, a person that reports trade and / or fundamental data directly to the ACER under REMIT.

Service means any of the individual services which the Customer subscribes to under the Agreement, as specified in the Service Schedule. The term **"Services"** shall be construed accordingly.

Service Hours means the hours during which each Service shall normally be available, as set out in the respective Service Schedule, excluding any planned maintenance.

Service Interface means the system which is used for the provision of Customer Data in relation to each Service, as specified in the Service Schedule.

Service Period means the period between the Service start date, as specified for each Service, and the date on which the Service effectively terminates.

Service Schedule means a schedule issued by Nord Pool specifying the contents of and, if applicable, any special terms and conditions applicable to, a Service. The term **"Service Schedules"** shall be construed accordingly.

Support Hours means the regular hours during which support services are offered by Nord Pool for any particular Service, as set out in the Service Schedule.

Support Service means Nord Pool's manually operated support service (helpdesk) which can be reached during Support Hours at such contact details as are set out in the relevant Service Schedule and/or on the Nord Pool Website.

Third Party Data means data provided by the Customer on behalf of and relating to a third party.

Third Party Reporting means the use of a Service by the Customer for the purpose of reporting Third Party Data.

Transparency Regulation means Commission Regulation (EU) NO 543/2013 on submission and publication of data in electricity markets.

3. PARTIES TO AND SCOPE OF AGREEMENT

The Parties to the Agreement are Nord Pool and the Customer.

The Agreement shall govern all Services performed by Nord Pool for the Customer, and any matters arising out of Nord Pool's provision of the Services for the Customer.

The General Terms, together with the Service Schedules, set out the terms on which each Service is offered to the Customer. The Customer is deemed to accept the terms and conditions for each Service when ordering a Service.

A Service Schedule may set out special conditions for the relevant Service. To the extent there is a conflict between the General Terms and a Service Schedule, the latter shall prevail.

4. SUBSCRIBING TO SERVICES

The Customer may subscribe to Services from Nord Pool using such agreement forms and/or means of communication as Nord Pool may prescribe from time to time through information on the Nord Pool Website.

The Agreement does not oblige the Customer to subscribe to any Service from Nord Pool, nor does it oblige Nord Pool to accept any application from the Customer to subscribe for a Service.

The Service Period for each Service will, unless the Parties otherwise agree, start as soon as Nord Pool has confirmed the Customer's subscription, and the Service is made available to the Customer.

5. CUSTOMER'S RIGHTS AND OBLIGATIONS

The Customer is granted a non-exclusive and non-transferable right to access and use the relevant Nord Pool Facilities in relation to each Service, subject to payment of the relevant fees in accordance with the Agreement.

The Customer is solely responsible for

- a) the availability, functionality, operation and use of all other facilities needed to access and use the Nord Pool Facilities, including

any telecommunication lines, hardware equipment, operating platforms and other software;

- b) the correctness, completeness, timeliness and format of Customer Data (except where Nord Pool is the Data Source) and any other information needed in order for Nord Pool to perform a Service, and that such information meets the requirements needed for each Service;
- c) any legal arrangements such as registrations, authorisations, licenses, agreements, custom identification details or similar between the Customer and third parties that are required for the Customer's use of the relevant Service or for Nord Pool to perform the Service for or on behalf of the Customer.

The Customer shall provide Nord Pool with all information necessary in order for Nord Pool to perform the Service for or on behalf of the Customer (including updates to such information where applicable). The Customer is solely responsible for any communication with any third parties unless explicitly included in the relevant Service Schedule.

Additional rights and obligations for the Customer may follow from individual Service Schedules,

6. NORD POOL'S RIGHTS AND OBLIGATIONS

Nord Pool shall perform the relevant Service during the Service Period in accordance with the Agreement.

Nord Pool shall not be obliged to verify, correct, or otherwise check the Customer Data unless Nord Pool is the Data Source or as otherwise stated in the respective Service Schedule.

Nord Pool will take all reasonable and practicable steps to maintain the continuity of access to and technical capacity of the Nord Pool Facilities at all times, and to provide the Customer with reasonable notice of planned system outages and other matters affecting use or access to the Service, but will not be responsible for

- a) any suspension, interruption, temporary unavailability or fault occurring in the provision of the relevant Nord Pool Facility provided that Nord Pool has not acted with gross negligence in connection therewith;
- b) any loss or damage whatsoever and howsoever caused arising in connection with the use of information or services acquired or accessed by the Customer through use of the Service howsoever;
- c) any loss or damage incurred as a result of the malfunction, instability or unavailability of systems, equipment or services delivered by third parties or other circumstances for which Nord Pool is not responsible, including Force Majeure and the unavailability of the Data Recipient;
- d) the further processing of, or failure to process, any data following Nord Pool provision of such data to a Data Recipient in accordance with the terms for the relevant Service.

Nord Pool will endeavour to perform all maintenance work to the Nord pool Facilities outside of Business Hours and shall give the Customer prior notice of any planned maintenance which may affect the Service. Nord Pool may also set regular maintenance periods for each Service, during which the Service and/or the relevant Nord Pool Facility may not be available.

Nord Pool shall provide reasonable Support Services to the Customer within Support Hours. All Support Services are provided on an “as available” and “reasonable effort” basis.

Additional rights and obligations for Nord Pool may follow from individual Service Schedules.

7. USE OF THE NORD POOL FACILITIES

All access to and use of the Nord Pool Facilities shall be in accordance with the instructions and guidelines provided on the Nord Pool Website. Changes in these guidelines are announced through the Nord Pool Website.

The functionality of the Nord Pool Facilities is limited to such functionality as Nord Pool decides to make available at any given time and may change from time to time.

The Customer shall ensure that any persons acting on behalf of the Customer are properly authorised to do so and acquainted with the relevant Nord Pool Facility prior to use, and any subsequent changes to it.

The Customer shall ensure that those parts of its software and equipment used to connect with a Nord Pool Facility complies with the requirements to connect to the relevant Nord Pool Facility and Service (as may be amended from time to time), and is solely responsible for the functionality, availability and use of all facilities which Nord Pool does not provide.

The Customer shall ensure that any log-in credentials provided by Nord Pool for the Customer to use an Nord Pool Facility (such as user names, passwords or tokens) are treated confidentially, used only for the intended purpose and in connection with the relevant Service, and that adequate security measures are in place at the Customer’s facilities to prevent unauthorised access or use. The Customer is strictly liable for all use of any credentials registered to the Customer until Nord Pool, following the written request of the Customer’s Contact Person, has confirmed in writing that the relevant credentials have been disabled.

The Customer shall use reasonable endeavours to ensure that any software and hardware it uses to connect to an Nord Pool Facility is free from any computer viruses or similar malicious code.

If Nord Pool at any time has reason to believe that the Customer's use of a Nord Pool Facility is causing a security threat to Nord Pool or other users, or is affecting Nord Pool or other customers' use of the relevant Nord Pool Facility in an adverse and unusual manner, Nord Pool may disconnect and/or suspend the Customer from the relevant Nord Pool Facility, provided that Nord Pool shall immediately inform the Customer thereof.

8. THIRD PARTY REPORTING

Third Party Reporting is subject to the following conditions:

- a) the Service and applicable law allows for the relevant Third Party Reporting activity;
- b) the third party fulfils all criteria for use of the relevant Service, including any registration requirements etc., and that the Customer has procured all necessary consents and authorisations from the third party to perform Third Party Reporting;
- c) the Third Party Reporting takes place in connection with and as an ancillary activity to the Customer's regular business activities with the third party;
- d) no contract or other legal relationship shall be deemed to exist between Nord Pool and the third party, or arise out of Third Party Reporting;
- e) the Customer shall remain solely liable towards the third party for the Third Party Reporting and shall indemnify Nord Pool for any and all claims from third parties arising out of Third Party Reporting;

- f) the Customer shall pay the fees arising out of Third Party Reporting; and
- g) Nord Pool will only communicate with the Customer in relation to Third Party Reporting and the Customer shall be responsible for any communications with the third party.

9. FEES, INVOICING AND PAYMENT

Invoicing and payment shall take place according to the invoicing and payment terms set out in the Fee Schedule.

Nord Pool has the right to suspend one or more Services to the Customer, without liability to the Customer and without affecting the fees payable, in case the Customer does not pay its fees when due and following a ten (10) calendar days written notice from Nord Pool.

10. BREACH OF CONTRACT

10.1 Errors in a Service

The Customer shall give Nord Pool immediate written notice in case of errors in the Service, and allow Nord Pool a reasonable time for correcting any errors within Business Hours. The Customer shall have no further claims towards Nord Pool in case an error is corrected within such remedy period.

10.2 Limitation of liability

The liability of Nord Pool under the Agreement shall be limited to cases of gross negligence and/or wilful misconduct. Nord Pool liability towards the Customer for any twelve (12) month period shall be limited to the fees actually received by Nord Pool from the Customer for the relevant Service during the preceding twelve (12) months.

Except as explicitly set out herein neither Party shall be liable to the other for any loss of profit,

loss of business, or any other indirect incidental, special or consequential damages of any kind arising from a breach of their obligations under this Agreement. Neither Party shall be entitled to hold the other Party's group companies, officers, employees or contractors liable for any breach by the other Party of the Agreement.

10.3 Force Majeure

Neither Party shall be liable for any loss or damage in respect of any failure on its part to perform any of its obligations under the Agreement if Force Majeure prevents the performance of its relevant obligations, nor shall this be deemed a breach of contract by that Party.

“Force Majeure” means the occurrence of an event which (i) is outside the reasonable control of the affected party and (ii) which prevents such party from performing one or more of its obligations under the Agreement, provided that (iii) such event or the impact of such event on the party's performance of relevant obligation(s) could not reasonably have been overcome or have been prevented by such party within the time allowed for performance of the relevant obligation(s).

A Party wishing to invoke Force Majeure must give the other Party notice as soon as possible and give the other Party such other information as the other Party may reasonably request in connection therewith.

11. INTELLECTUAL PROPERTY RIGHTS

The Customer retains any intellectual property rights pertaining to its Customer Data, provided that Nord Pool

- a) shall always be entitled to process and use the Customer Data as deemed required by Nord Pool to perform the relevant Service;
- b) Nord Pool shall have a perpetual, non-exclusive, royalty-free licence (which shall

survive the termination of this Agreement) to further process and use Customer Data for the purposes of research and statistical analysis, internal reporting and administration, business development, and other purposes as may be permitted by law, always subject to the confidentiality obligations of clause 12 and provided that the Customer shall have no liability to Nord Pool for any such use of the Customer Data.

Nord Pool warrants to the Customer that it has all intellectual property rights necessary to perform the Services and to grant the Customer access to and use of the Nord Pool Facilities in accordance with the Agreement.

12. CONFIDENTIALITY

The Parties shall keep information received about each other and their business confidential, unless the receiving Party has received or receives such information without a duty of confidentiality, or such information has fallen into the public domain, or is required to be disclosed by virtue of law.

The duty of confidentiality shall not prevent Nord Pool from disclosing any information to the Data Recipient or the Data Source as necessary to perform the Service. Nord Pool may furthermore disclose confidential information to any person or contractor engaged by Nord Pool in performing the Service, provided that such person or entity is subject to a duty of confidentiality substantially corresponding to that of Nord Pool.

13. TERM AND TERMINATION

The Agreement, and any individual Service, may be terminated at any time upon thirty (30) days prior written notice.

Notwithstanding the paragraph above, Nord Pool may terminate any individual Service by

shorter notice if circumstances beyond the reasonable control of Nord Pool makes further provision of the Service by Nord Pool illegal, impossible or significantly more burdensome or costly than Nord Pool had reason to expect.

Either Party may terminate the Agreement by written notice to the other Party if the other Party fundamentally breaches its obligations and such fundamental breach is not remedied within ten (10) days from written notice thereof from the non-defaulting Party.

Termination shall not affect rights or obligations accrued at the time of termination. Any provision of this Agreement which by nature is intended to survive termination shall remain binding until such rights or obligations have been satisfied or released.

14. MISCELLANEOUS

14.1 Amendments

Nord Pool shall be entitled to amend these General Terms and any individual Service Schedule unilaterally with at least thirty (30) days prior written notice to the Customer, or such shorter period as may be necessary due to circumstances outside the control of Nord Pool. The Customer is deemed to accept any such amendments through its continued use of the relevant Service. The amended documents will be made available on the Nord Pool's website.

14.2 Communications

Written communications between the Parties shall be in English unless the Parties agree to another language.

Any notice to be given in writing under the Agreement may be sent by either e-mail to the Contact Person of the other party, or through the Customer Portal, or through the Service Interface.

Nord Pool may deliver operational messages relating to the Services through the Nord Pool's Website, including information about maintenance periods and amendments of the General Terms and/or any Service Schedule.

The Contact Person is authorised to represent Customer in any and all matters arising out of this Agreement. This shall not however limit the authority of other persons (if otherwise duly authorised) to represent the Customer.

14.3 Customer Details

The Customer represents, and is deemed to represent upon each use of a Service, that the Customer details and details concerning any third parties that are relevant for Nord Pool to perform the Services, including all contact information, are updated, true and accurate, and that Nord Pool shall not be obliged to perform any independent verification of any such information.

The Customer may at any time amend its own details, including the Contact Persons, by written notice to Nord Pool or through such other means as Nord Pool may allow from time to time.

14.4 Assignment

The Agreement is not assignable without the consent of the other Party, such consent not to be unreasonably withheld or delayed.

Notwithstanding the above, Nord Pool may by notice to the Customer assign, transfer or novate its rights under this Agreement to any company within the same group of companies as Nord Pool and to any entity which acquires, through share or asset acquisition, business amalgamation or otherwise, the substantial business of Nord Pool relevant to its performance under this Agreement.

14.5 Additional services

To the extent Nord Pool provides additional or appurtenant services to any Service (i.e. that are not within the regular scope of a Service)

then all such services are provided strictly on a “reasonable effort”, “as available” and “as is” basis, and Nord Pool may require additional fees for the performance of any such services.

15. GOVERNING LAW AND DISPUTE RESOLUTION

Unless as otherwise agreed in writing with Nord Pool, the governing law of the Agreement depends on where the Customer is incorporated at the time of entering into the Agreement:

For Customers that are incorporated in the Nordic and Baltic countries (Denmark, Estonia, Finland, Lithuania, Latvia, Norway and Sweden) the Agreement and any issues arising out of it shall be governed by Norwegian law, and any disputes arising out of the Agreement which cannot be settled amicably following negotiations between executive officers of the Parties shall be settled through arbitration in Oslo, Norway, in accordance with the Norwegian Arbitration Act.

For Customers that are incorporated outside of the Nordic and Baltic countries the Agreement and any issues arising out of it shall be governed by English law, and any disputes arising out of the Agreement which cannot be settled amicably following negotiations between executive officers of the Parties shall be settled through arbitration in London, England, in accordance with the UNCITRAL Arbitration Rules.

In all cases the arbitration proceedings shall be conducted in the English language and the proceedings and the verdict shall be confidential.

REPORTING OF CONTRACTS TRADED AT NORD POOL AND N2EX TO ACER

Name of the Service	Service 1A: Reporting of contracts traded at Nord Pool and N2EX to ACER.
Service Description	<p>This service allows the Customer to report their orders and trades at markets operated by Nord Pool to ACER.</p> <p>Nord Pool acting as an RRM, will provide ACER with a record of transactions taking place on the Nord Pool and N2EX markets, including orders to trade, pursuant to REMIT article 8(1).</p> <p>Further details about this Service can be found on Nord Pool Website.</p>
Technical Requirements	Recent web browser as specified by Nord Pool, and internet access.
Other Requirements	The Customer must have registered as a market participant according to REMIT article 9 and provide Nord Pool with a unique market participant identification code as mandated by the REMIT Implementing Acts 1348/2014 article 10(2).
Data Source	Nord Pool.
Data Recipient	ACER.
Service Interface	REMIT application (access through Customer Portal) for oversight over the reporting process and manual access to Customer Data in “ACER XML” format.
Service Hours	00:00-24:00 CET all days (24/7/365).
Service Support	08:00-16:00 CET for technical assistance with the Customer Portal.
Reporting Frequency	Daily.
Terms and conditions	Subject to the General Terms for Data and Reporting Services.
Notes	N/A

NORD POOL/N2EX CONTRACTS DATA FOR ACER REPORTING THROUGH A THIRD PARTY RRM

Name of the Service	Service 1B: Nord Pool/N2EX contracts data for reporting to ACER through an RRM other than Nord Pool.
Service Description	<p>This service allows the Customer to report their orders and trades to ACER for markets operated by Nord Pool through a third party RRM.</p> <p>Nord Pool will provide the Data Recipient (the Customer or a third party designated by the Customer) with an automated access to records of the Customer's transactions at markets operated by Nord Pool, including orders to trade, for the purpose of reporting them to ACER through an RRM other than Nord Pool pursuant to REMIT article 8(1).</p> <p>Further details about this Service can be found on Nord Pool Website.</p>
Technical Requirements	<p>Recent web browser as specified by Nord Pool, and internet access.</p> <p>The Data Recipient will need to be able to access and use the relevant Service Interface (see below) and the relevant data format as provided by Nord Pool.</p>
Other Requirements	The Customer must have registered as a market participant under REMIT article 9 and provide Nord Pool with a unique market participant identification code as mandated by REMIT Implementing Acts 1348/2014 article 10(2).
Data Source	Nord Pool.
Data Recipient	As designated by the Customer, subject to technical requirements.
Service Interface	<p>REMIT Application Programming Interface (REMIT API) for automated (computer to computer) access to Customer Data.</p> <p>REMIT application (access through Customer Portal) for oversight over the reporting process and manual access to Customer Data in "ACER XML" format.</p>
Service Hours	00:00-24:00 CET all days (24/7/365).
Service Support	08:00-16:00 CET, for technical assistance with the Customer Portal and the Service Interface.
Reporting Frequency	Daily.
Terms and conditions	Subject to the General Terms for Data and Reporting Services.
Notes	N/A

AUTOMATED FORWARDING OF DATA TO ACER

Name of the Service	Service 2: Automatic forwarding of REMIT report files (regarding wholesale energy supply contracts traded either at OMPs then Nord Pool or outside OMPs) to ACER.
Service Description	This Service allows the Customer to use Nord Pool as their RRM for submitting REMIT report files to ACER. Nord Pool, acting as an RRM, will forward all Customer Data it receives from the Data Source to ACER, pursuant to REMIT article 8(1). Further details about this Service can be found on Nord Pool Website.
Technical Requirements	Recent web browser as specified by Nord Pool, and internet access. The Data Source will need to be able to access and use the relevant Service Interface (see below) to provide relevant Customer Data to Nord Pool, and use the relevant data format as provided by Nord Pool.
Other Requirements	All relevant parties must have registered as a market participant under REMIT article 9 prior to use of the Service. Customer Data must be submitted to Nord Pool in the “ACER XML” file format (as specified in the REMIT Transaction Reporting User Manual and other relevant documentation, please refer to ACER REMIT portal for further information).
Data Source	As designated by the Customer.
Data Recipient	ACER.
Service Interface	REMIT Application Programming Interface (REMIT API) for automated (computer-to-computer) upload of Customer Data. REMIT application (access through Customer Portal) for oversight over the reporting process and manual access to Customer Data in “ACER XML” format.
Service Hours	00:00-24:00 CET all days (24/7/365).
Service Support	08:00-16:00 CET, for technical assistance with the Customer Portal and the Service Interface.
Reporting Frequency	Continuous: Nord Pool will forward the respective Customer Data to ACER without delay, following technical processing of the Customer Data (please see Nord Pool Website for further information).
Terms and Conditions	Subject to the General Terms for Data and Reporting Services. Except as specifically agreed with the Customer, Nord Pool may only use Customer Data provided in connection with this Service for the provision of the Service (including directly related administrative purposes).
Notes	This Service does not allow the user to modify the Customer Data through REMIT application.

REPORTING OF BILATERAL CONTRACTS THROUGH REMIT APPLICATION TO ACER

Name of the Service	Service 3: Reporting of bilateral contracts through REMIT application to ACER.
Service Description	<p>This service allows the Customer to report their bilateral wholesale electricity or natural gas supply contracts to ACER. Customer Data is provided to Nord Pool via the REMIT application. Nord Pool will act as a third party RRM either for the Customer and/or third parties in case of Third Party Reporting.</p> <p>Further details about this Service can be found on Nord Pool Website.</p>
Technical Requirements	Recent web browser as specified by Nord Pool, and internet access.
Other Requirements	All relevant parties must have registered as market participants according to REMIT article 9 prior to use of the Service.
Data Source	As designated by the Customer.
Data Recipient	ACER.
Service Interface	REMIT application (access through Customer Portal) for inputting, uploading, viewing and modifying the Customer Data, and for oversight over the reporting process as well as access to Customer Data in “ACER XML” format.
Service Hours	00:00-24:00 CET all days (24/7/365).
Service Support	08:00-16:00 CET, for technical assistance with the Customer Portal and the Service Interface.
Reporting Frequency	Depending on the type of the reportable contract.
Terms and Conditions	<p>Subject to the General Terms for Data and Reporting Services.</p> <p>Except as specifically agreed with the Customer, Nord Pool may only use Customer Data provided in connection with this Service for the provision of the Service (including directly related administrative purposes).</p>
Notes	N/A