

**REMIT Reporting Service Agreement No. \_\_\_\_\_**

Riga \_\_\_\_\_, 201\_

**Joint Stock Company "Conexus Baltic Grid"**, unified registration No. 40203041605, hereinafter – Conexus Baltic Grid, represented under the Articles of Association of Conexus Baltic Grid by Chairman of the Board \_\_\_\_\_ and Member of the Board \_\_\_\_\_, on the one part, and

\_\_\_\_\_, registration No. \_\_\_\_\_, hereinafter – the System user, represented under the \_\_\_\_\_ by \_\_\_\_\_, on the other part, hereinafter each individually – a Party, both together – the Parties,

**whereas:**

- a) Conexus Baltic Grid has signed a REMIT Reporting Services Agreement with Solien s.r.o. on the provision of information on the natural gas reserves stored at the Inčukalns Underground Gas Storage Facility;
- b) under Regulation No.1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency (hereinafter – the REMIT Regulation) and the Commission implementing Regulation No.1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and 8(6) of the REMIT Regulation (hereinafter – the Implementing Regulation), the System user has to regularly provide information to REMIT Reporting Services on the natural gas reserves owned by the System user at the Inčukalns Underground Gas Storage Facility,

are entering into this agreement (hereinafter – the Agreement) on the following:

**1. Subject of the Agreement, Rights and Obligations of the Parties**

1.1. The System user shall commission and Conexus Baltic Grid, in compliance with the REMIT Reporting Services Agreement (hereinafter – the RRS Agreement) signed with Solien s.r.o., according to the RRS Agreement shall provide to the Solien s.r.o. information on the natural gas reserves owned by the System user at the Inčukalns Underground Gas Storage Facility (hereinafter – the Service).

1.2. The System user shall pay to Conexus Baltic Grid for the Service pursuant the procedure, deadline and amount set forth in the Agreement.

1.3. Conexus Baltic Grid shall provide the Service in line with the terms of REMIT Regulation and REMIT Implementing Regulation e.g. every working day at the latest four (4) hours before a deadline for the fulfilment of the respective obligation, as set out in REMIT Implementing Regulation.

1.4. Conexus Baltic Grid shall provide of reports to the System user according to the System user's request (in .pdf format or another format selected by the Conexus Baltic Grid) regarding the completed submission of data on the natural gas reserves owned by the System user at the Inčukalns Underground Gas Storage Facility according to the terms and conditions as well as the scope stipulated in REMIT Regulation and in the Implementing Regulation.

**2. Payment for the Service**

2.1. The System user shall pay to Conexus Baltic Grid \_\_\_\_\_ EUR (\_\_\_\_\_) (excluding VAT) per month as per invoice issued for the Service provided by Conexus Baltic Grid.

2.2. The System user shall pay for the Service provided in the previous month by bank transfer by no later than 15 (fifteen) days of the following month on condition that Conexus Baltic Grid has electronically sent an invoice to the System user by the 10<sup>th</sup> (tenth) date of the respective month.

2.3. The Parties agree that all invoices for the Service shall be issued electronically and sent to the System user by e-mail to the following address: \_\_\_\_\_.

2.4. The System user shall be obliged to pay for the Service even if there are no natural gas reserves owned by the System user at the Inčukalns Underground Gas Storage Facility in a given month.

### **3. Liability of the Parties**

3.1. If the System user misses the deadline of payment specified in Article 2.2 of the Agreement, the System user shall pay to Conexus Baltic Grid penalty of 0.5% of the amount overdue for each day of delay.

3.2. If the System user misses the deadline of payment specified in Article 2.2 of the Agreement more than 30 (thirty) days, Conexus Baltic Grid has the right to terminate the provision of the Service until the day of full payment of the delayed amount.

3.3. If Conexus Baltic Grid does not comply with the deadline and scope of information set forth in the RRS Agreement (except in case specified in Article 3.2 of the Agreement) and may thereby cause direct losses to the System user, Conexus Baltic Grid shall not be entitled to issue an invoice for the Service provided in the respective month and the System user shall not be obliged to pay for the information provided by Conexus Baltic Grid to the REMIT Reporting Service in the respective month.

### **4. Force Majeure**

4.1. The Parties shall not be held liable for a full or partial non-performance of the Agreement obligations if caused by force majeure circumstances. For the purposes of this article, force majeure circumstances shall be an obstacle that has occurred beyond the control of the affected Party, prevents it from performing its obligations under the Agreement, and cannot be eliminated by the Party. Primarily such circumstances are catastrophes, fire, earthquakes and other natural phenomena, warfare, economic sanctions, embargoes, injunctions or orders by courts or administrative or public authorities or any other circumstances which the Parties could not foresee at the time of entering in the Agreement.

4.2. Individual obstacles to the performance of the Agreement obligations having occurred at the time when the defaulted Party delayed the performance of its Agreement obligations shall not be considered force majeure circumstances.

4.3. If force majeure circumstances persist for more than 30 calendar days, the Parties shall enter into negotiations over a suitable solution for the performance of the Agreement obligations. In such case the termination of the Agreement shall only be possible by mutual agreement of the Parties.

4.4. The Parties shall immediately notify each other of force majeure circumstances. If the Parties do not nonperformance of the Agreement.

4.5. When the force majeure circumstances are no longer in place, the Parties shall immediately resume the performance of the obligations which they performed up to the day of emergence of the force majeure circumstances, unless agreed otherwise by the Parties.

## Other Provisions

- 5.1. The Agreement shall take effect on the day of mutual signing thereof. The term of the Agreement is \_\_\_\_\_ (\_\_\_\_\_) months.
- 5.2. The Parties at any time may terminate the Agreement early by written accord. Either Party has the right to unilaterally terminate the Agreement by giving notice to the other Party at least one month in advance.
- 5.3. The legal relationship between the Parties not covered by the Agreement shall be governed by the Remit Regulation, Implementing Regulation and legislation of the Republic of Latvia.
- 5.4. All disputes between the Parties pertaining to the performance of the Agreement shall be settled by the Parties through negotiations. If the Parties fail to settle disputes through negotiations or correspondence within one month, the disputes shall be resolved by court pursuant to the procedure stipulated in the legislation of the Republic of Latvia.
- 5.5. Neither Party is entitled to fully or partially transfer its rights or obligations under the Agreement to third parties without a written consent of the other Party.
- 5.6. All information that has become known to the Parties due to the conclusion of the Agreement and the performance of the Agreement obligations constitutes a business secret and may not be disclosed to third parties without a prior written consent of the authorised representatives of the Parties, except information to be disclosed under the REMIT Reporting Services Agreement with Solien s.r.o. or other regulatory enactments.
- 5.7. Amendments or supplements to the Agreement may only be made by written accord between the Parties. All amendments and supplements shall be appended to the Agreement as integral parts and shall take effect when signed by the Parties.
- 5.8. The basic terms of the Agreement shall not be changed during the term of the Agreement validity, except the changes of the Agreement which would not violate procurement principles and objectives.
- 5.9. The Agreement has been prepared in English on 3 (three) pages and signed in 2 (two) identical copies, one of which is stored at Conexus Baltic Grid and the other - at the System user. Both copies of the Agreement are of equal legal force.

## 5. Details and Signatures of the Parties

### Joint Stock Company

#### "Conexus Baltic Grid"

Aristida Briana street 6, Riga,  
Latvia, LV-1001  
Reg. No. 40203041605  
VAT No. LV40203041605  
"Swedbank" AS, HABALV22  
IBAN: LV08HABA0551042978827

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\_\_\_\_\_  
Reg.No. \_\_\_\_\_  
VAT No. \_\_\_\_\_  
Bank: \_\_\_\_\_  
IBAN: \_\_\_\_\_

Chairman of the Board

\_\_\_\_\_

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Member of the Board

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