



Contract ID:

## **SUPPLEMENTAL AGREEMENT**

relating to reporting services according to Art. 9 (9) of  
Commission Implementing Regulation (EU) No 1348/2014

**("Fundamental Data Reporting Agreement")**

between

[Storage customer]

(hereinafter referred to as "Storage customer")

and

**Uniper Energy Storage GmbH,  
Franziusstraße 12, 40219 Düsseldorf,**

(hereinafter referred to as "Uniper Energy Storage")

hereinafter also referred to  
individually as "Party" or collectively as "Parties"

## **Recitals**

According to Art. 9 (9) of Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 (“REMIT Implementing Regulation”) market participants shall report to ACER the amount of gas the market participant has stored at the end of the gas day. Such reporting may also be performed by the storage system operator on behalf of the market participant.

According to Art. 9 (7) of the REMIT Implementing Regulation storage system operators shall also report certain storage related data to ACER through a joint platform. GIE, the European association representing the interests of transmission, storage and LNG regasification system operators towards European institutions, has developed an inventory of data on the use of storage (AGSI+) on an aggregated basis. The European Commission and ACER repeatedly expressed that AGSI+ could be the main platform for the reporting of fundamental SSO data according to Art. 9 (7) of the REMIT Implementing Regulation. GIE has been registered by ACER according to Art. 11 (1) of the REMIT Implementing Regulation and will be used by Uniper Energy Storage with regard to the reporting according to Art. 9 (7) of the REMIT Implementing Regulation. In addition to reporting according to Art. 9 (7) of the REMIT Implementing Regulation GIE offers its customers to perform reporting according to Art. 9 (9) of the REMIT Implementing Regulation on behalf of the market participants.

Now, therefore, the storage customer is interested to contract Uniper Energy Storage with regard to the reporting obligation according to Art. 9 (9) of the REMIT Implementing Regulation. Uniper Energy Storage is willing to implement such reporting by using GIE as reporting party according to Art. 11 (1) of the REMIT Implementing Regulation.

## **Article 1**

### **Reporting Services**

1. For each storage facility booked by the storage customer Uniper Energy Storage shall provide GIE the amount of gas the storage customer has stored at the end of the each gas day to enable GIE to report such data to ACER no later than the following working day.

2. In order to provide GIE the data according to paragraphs 1 Uniper Energy Storage will use the data of the respective working gas accounts without any further check.
3. The storage customer hereby authorises Uniper Energy Storage to authorise GIE to report the data mentioned in the preceding paragraph on behalf of the storage customer to ACER.
4. The storage customer shall provide Uniper Energy Storage with all information which is necessary for the implementation of the reporting services, including but not limited to its ACER Code.

## **Article 2**

### **Fee, Invoicing and Payment**

1. For performing the reporting services mentioned in Article 1 the storage customer shall pay a fee of EUR 2000.00 per storage year or part thereof and per storage facility, as the case may be, booked by the storage customer.
2. The abovementioned annual fee will be invoiced together with the storage fee for October. Invoicing will be handled according to Art. 16 of the GTCS.
3. Any price, fee, interest, costs and other charge invoiced in accordance with this Agreement referred to in this Agreement are net amounts and subject to any applicable taxes (including VAT) and charges.

## **Article 3**

### **Confidentiality**

Uniper Energy Storage shall keep the information to be reported to ACER via GIE confidential and shall treat and process it with the care of a reasonable and prudent storage system operator.

## **Article 4**

### **Force Majeure**

1. Art. 17 of the GTCS shall apply mutatis mutandis.
2. In case GIE is prevented from performing reporting services under the underlying agreement between GIE and Uniper Energy Storage as a result of force majeure, this shall also be deemed as force majeure event under this agreement between the storage customer and Uniper Energy Storage. The same applies in case ACER is for whatever reason not able to receive fundamental data.

## **Article 5**

### **Liability**

1. In case Uniper Energy Storage is according to Article 4 discharged from its obligation Uniper Energy Storage shall not be liable to the storage customer for any damage or loss.
2. The same applies in case of fault or misperformance due to slight negligence [*leichte Fahrlässigkeit*] of Uniper Energy Storage.
3. In case of fault or misperformance due to gross negligence [*grobe Fahrlässigkeit*] the liability of Uniper Energy Storage shall be limited to direct damages and to an amount of the annual fee payable by the storage customer under this agreement.

## **Article 6**

### **Term**

1. The reporting services shall commence on the beginning of the storage year [...], but not earlier than the beginning of reporting obligation according to Art. 12 (2) of the REMIT Implementing Regulation.

2. The term of this agreement shall end no later than the end of the last storage contract between Uniper Energy Storage and the storage customer or if the storage customer is no more obliged to report fundamental data according to Art. 9 (9) of the REMIT Implementing Act.
3. Each Party may terminate this agreement at any time by serving three months' notice to the end of a storage year.

**Article 7**  
**Miscellaneous**

Unless explicitly stated otherwise in this agreement, the GTCS shall not apply to this agreement. Articles 26 to 28 and 30 of the GTCS shall apply mutatis mutandis.

[Place, date]

Essen,

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Storage customer

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Uniper Energy Storage GmbH