



RRM TGE Terms and Conditions

The consolidated text of these RRM TGE Terms and Conditions constitutes an appendix to the Management Board Resolution No 173/48/2025 dated 7 October 2025

The amendments come into force as of 16 October 2025

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SECTION I

GENERAL PROVISIONS

§ 1

1. These RRM TGE Terms and Conditions determine the rules of providing the following services by TGE for the benefit of Market Participants being RRM TGE Members:
 - a) the transaction data reporting service;
 - b) the fundamental data reporting service;
 - c) the service of providing transaction data for transfer to another RRM.
2. The service referred to in § 1.1 points a) and b) enables the Market Participant to comply with the reporting obligation set forth in Article 8 of the REMIT and Articles 6-9 of the REMIT Implementing Regulation, through TGE.
3. When providing the RRM TGE Member with the service of granting access to transaction data for transfer to another RRM under § 1.1 point c), TGE does not perform the reporting obligation set forth in Article 8 of the REMIT and Articles 6 and 7 of the REMIT Implementing Regulation for the Market Participant. In this case, the RRM TGE Member reports the transaction data on its own through another RRM.
4. Market Participants are required to register in the register kept by the Energy Regulatory Office in accordance with Article 9(1) of the REMIT, in order to obtain ACER codes.
5. The responsibility for the registration, accuracy and validity of the codes, including ACER and EIC codes, used to identify the reported data shall rest with Market Participants.
6. The conclusion of an agreement with TGE in respect of a particular service, as referred to in section 1 hereof, according to the content specified in these RRM TGE Terms and Conditions, shall take place on the date of TGE's approval of the Market Participant's application.

§ 2

DEFINITIONS

For the purposes of these RRM TGE Terms and Conditions, the following definitions shall apply:

ACER	Agency for the Cooperation of Energy Regulators established by Regulation No 942/2019 of the European Parliament and of the (EU) Council dated 5 June 2019.
ARIS	Abbreviation for the ACER REMIT Information System which is an IT system managed by ACER, processing transaction data and fundamental data covered by the reporting obligation under the REMIT.

Beneficial Owner	The person or persons referred to in Article 2(2)(1) of the Act of 1 March 2018 on Counteracting Money Laundering and Financing of Terrorism.
CEREMP	The Central European Register of Market Participants (CEREMP) is an online database that collects registration data on all Market Participants. The responsibility for the central system is with ACER while the Energy Regulatory Office is in charge of the management of local Market Participants in Poland.
Exchange/OTF Member	1) Exchange Member – means an entity that has the status of an Exchange Member with respect to commodity trading in accordance with the <i>Trading Rules for the Commodity Market of Towarowa Giełda Energii S.A.</i> (the current Rules are available on the public website of TGE); 2) OTF Member – means an entity that has the status of an OTF Member in accordance with the Trading Rules of the Organized Trading Facility of Towarowa Giełda Energii S.A. (the current Rules are available on the public website of TGE);
RRM TGE Member	A Market Participant, an Organised Trading Facility, a System Operator or any other entity which has concluded an agreement with TGE for or on behalf of the Market Participant, in accordance with the RRM TGE Terms and Conditions.
Fundamental data	Fundamental data, as defined in Article 2(1) of the REMIT Implementing Regulation.
Transaction data	All standard and non-standard contracts within the meaning of Article 2(2) and 2(3) of the REMIT Implementing Regulation (Table 1 and Table 2 of the REMIT Implementing Regulation), together with any matched / non-matched orders, as concluded by the Market Participant on: 1) the commodity exchange or regulated markets operated by TGE; or 2) the Organised Trading Facility; 3) outside the Organised Trading Facility (OTC). transaction data also include natural gas transmission data subject to the reporting obligation under Table 4 and Article 3 of the REMIT Implementing Regulation.
Personal data	Information about an identified or identifiable natural person ("data subject"); an identifiable

	natural person is an individual who can be identified, directly or indirectly, in particular by reference to an identifier such as name, identification number, location data, internet identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.
Additional network service	A Web API (application programming interface) enabling the automation of data exchange between the system of the RRM TGE Member and the RRM TGE system.
Business Day	Weekdays, excluding holidays in accordance with the European Commission regulations and ACER decisions, as well as the Polish law.
XML format	The XML format defined by ACER, designed to feed transaction data and fundamental data to ARIS.
ACER Code	A unique code assigned by ACER to each Market Participant, used for identification when reporting transaction data and fundamental data.
Energy Identification Code/EIC	A unique code for each Market Participant, used for the purposes of transaction data reporting in accordance with Table 4 of the REMIT Implementing Regulation, through the RRM TGE system.
ARIS response message	An electronic response message generated by the ARIS in response to a submitted report.
TA account	An Account of the Exchange Member where Orders are placed, and where operations concerning orders and transactions are made.
Sanctions lists, sanctions list	A list (or lists) of persons, entities and countries that are subject to restrictive measures (sanctions), issued by the government, authorised organisations or authorities, and binding in the territory of Poland;
System Operator	A transmission system operator within the meaning of Article 2(11) of the REMIT, a storage system operator or an LNG system operator as referred to in Article 9 of the REMIT Implementing Regulation.
OTC	The over-the-counter market refers to transaction data concerning transactions concluded outside Organised Trading Facilities.
Maintenance Break	Temporary, planned or unplanned, interruption by TGE of access to the RRM TGE system by the RRM TGE Members in the event of necessity to implement changes, remove defects, or carry out repairs or maintenance of the RRM TGE system.

Report	Electronic report prepared in the XML format in accordance with the ACER guidelines, including Market Participant's transaction and/or fundamental data.
Transaction data reporting by an RRM TGE Member on behalf of other Market Participants	Enabling an RRM TGE Member to report transaction data on behalf of other Market Participants from whom such RRM TGE Member has obtained all necessary consents and guarantees the possibility of presenting such consents to supervisory authorities and regulators, as required. When reporting data on behalf of other Market Participants, the RRM TGE Member shall pay additional ACER fees related to the operation of the RRM TGE, which are passed on by TGE onto the RRM Members.
RRM TGE Terms and Conditions / Terms and Conditions	These Terms and Conditions on the basis of which TGE provides services for the benefit of the RRM TGE Member.
REMIT	The Regulation of the European Parliament and of the Council (EU) No. 1227/2011 on wholesale energy market integrity and transparency.
REMIT Implementing Regulation	The European Commission Regulation No. 1348/2014 dated 17 December 2014 on transmission of data, implementing Article 8(2) and (6) of Regulation of the European Parliament and of the (EU) Council No. 1227/2011 on wholesale energy market integrity and transparency (REMIT).
RRM TGE	An IT system operated by TGE for reporting transaction data and fundamental data, compatible and integrated with the TGE's IT systems and the ARIS, registered by ACER as an RRM (Registered Reporting Mechanism) entity with code B00001020.PL
RRM TGE Fees	Appendix No. 1 to these RRM TGE Terms and Conditions, specifying the level of fees due for the services provided to the Market Participants by TGE based on their membership in RRM TGE.
TGE / Exchange	Towarowa Giełda Energii S.A. with its registered office in Warsaw at ul. Książęca 4, Warszawa, registered in the District Court for the Capital City of Warsaw under number KRS 000030144, with share capital of PLN - 14,500,000.00 fully paid in, holder of tax identification number NIP

	5272266714, REGON 016165065; a person professionally arranging transactions within the meaning of Article 8(2)(d) of the REMIT, having its registered seat in Warsaw.
Market Participant	A market participant within the meaning of Article 2(7) of the REMIT.
Fundamental data reporting service	A service provided by TGE for the RRM TGE Member, which enables the Market Participant to fulfil the reporting obligation with respect to the fundamental data specified in the REMIT and the REMIT Implementing Regulation.
Transaction data reporting service	A service provided by TGE for the RRM TGE Member, which enables the Market Participant to fulfil the reporting obligation with respect to the transaction data specified in the REMIT and the REMIT Implementing Regulation.
Service of providing transaction data for transfer to another RRM	A service provided by TGE for the benefit of a RRM TGE Member, whereby a Market Participant is only able to share and download, through the RRM TGE Member, transaction data from the commodity exchange or regulated markets operated by TGE for the purposes of their direct reporting through another RRM.
User	A person authorised to gain access to the RRM TGE system regardless of the scope of the service indicated by the Applicant.
Applicant	A Market Participant, Organised Trading Facility, System Operator or other entity that submits an application to TGE on the basis of documentation presented with regard to the RRM TGE.
Organised Trading Facility / Organised Market / OTF	An organised market, which means: (a) a multilateral system which matches or facilitates the matching of multiple third-party buy and sell orders to buy and sell a wholesale energy product in a way that results in concluding a contract; (b) any other system or mechanism through which orders to buy and sell a wholesale energy product placed by third parties may interact in a way that results in concluding a contract. These include electricity and natural gas exchanges, brokers and other parties professionally arranging transactions as well as trading venues in accordance with Article 4 of Directive 2014/65/EU(1) of the European Parliament and of the Council.

SECTION II

RRM TGE MEMBERSHIP

§ 3

RRM TGE MEMBER

1. The following persons can be RRM TGE Members:
 - a) Market Participant being an Exchange Member;
 - b) Market Participant not being an Exchange Member;
 - c) The Organised Trading Facility which enables, for or on behalf of the Market Participant, the fulfilment of the reporting obligation with respect to transaction data concerning transactions concluded on it;
 - d) A System Operator or entity which, for or on behalf of the Market Participant, enables the Market Participant the fulfilment of the reporting obligation in respect of transaction data and/or fundamental data.

§ 4

DOCUMENTATION FOR RRM TGE MEMBERSHIP

1. An Applicant seeking to obtain the status of an RRM TGE Member shall submit an application indicating the intention to conclude an agreement concerning a service referred to in § 1.1 of these RRM TGE Terms and Conditions.
2. Each application shall be submitted according to the respective form, as set out in Appendixes 2a, 2b, 2c and 2d to these RRM TGE Terms and Conditions and published on the TGE website, either in Polish or in English language.
3. In addition, the Applicant shall present a statement concerning the indication of the Beneficial Owner, according to the form set out in Appendix 6 to these TGE RRM Terms and Conditions.
4. By submitting an application to obtaining the status of an RRM Member, the Applicant declares that it complies and will continue to comply with the applicable regulations which impose sanctions and specify sanction lists introduced by individual states and by authorised international institutions and their bodies.
5. Furthermore, the Applicant declares that in the event that the Applicant, its Beneficial Owner or other Market Participants for the benefit of whom the Applicant will act, is/are subjected to sanction lists, or when the Applicant acquires any knowledge in this regard, the Applicant undertakes to immediately inform the Exchange thereof.
6. TGE has the right to refuse to grant the RRM TGE Member status if the Applicant, its Beneficial Owner or any other Market Participant on whose behalf the Applicant intends to report transaction data is on any of the sanction lists.
7. All attachments to the application shall be submitted to TGE in writing to the current address of TGE's registered office, or electronically only in pdf format to big@tge.pl in accordance with the rules set out in these RRM TGE Terms and Conditions.

8. All appendices to these Terms and Conditions must be either physically signed or bear secure digital signatures verifiable with valid qualified certificates (qualified electronic signature) in accordance with the Applicant's representation rules. Where more than one signature is required on a particular document, the Applicant shall use only one form of signature (either a handwritten signature or a qualified electronic signature) for the whole document.
9. Where physical signatures are used, they shall be clearly affixed in the required spaces to enable the identification of company's representatives or persons authorised by the Applicant in accordance with Appendix 5 hereto.
10. When digital signatures are used, documents may be signed in the required spaces by the Applicant's authorised representatives. Documents containing qualified electronic signatures must be submitted in accordance with the form set out in § 4.7 hereof. The Applicant may provide an editable version for review, but only the pdf format shall be accepted as the final document.
11. TGE shall verify the data provided in the application on the basis of the information and documents being in the possession of TGE.
12. In order to ensure proper reporting of transaction data and fundamental data, TGE shall have the right, at any time, to request additional information from the RRM TGE Member falling beyond the scope of the application and any submitted attachments.
13. TGE shall make a decision on the conclusion of an agreement for the provision of services set out in § 1.1 of these RRM TGE Terms and Conditions within up to 14 business days counting from the registration of a complete and correctly completed application in the TGE Exchange's electronic document handling system.
14. The Applicant may present a power of attorney for the persons authorised by the Applicant under Appendix 5 hereto, which sets out the scope of the power of attorney.
15. In case of changes to the list of authorised persons in Appendix 5 hereto, an updated power of attorney shall be resubmitted without undue delay.
16. In case of change of the Applicant's official representative(s), any further steps concerning the validity of any applications and appendices hereto, including powers of attorney, shall be in the sole discretion of the Applicant. Unless updated documents, together with relevant information, is received by TGE, it shall be deemed that the existing documentation submitted by the Applicant remains valid.
17. The RRM TGE Member shall be required to update the all applicable appendices hereto when the previously provided data are no longer current. Such update shall be made without undue delay.
18. In case of any doubt as to the documents submitted by the Applicant, TGE may request the Applicant to clarify the changes made and/or reject the documents, regardless of the underlying reason.

19. In the case when appendices attached to the Application are updated, all changes shall be considered within 14 business days from the date of registration of correct and complete documents in the electronic document handling system of the Exchange.
20. TGE shall have the right to refuse to consider documents in respect of the membership in the TGE RRM submitted by an Applicant or RRM Member, when the information provided by the Applicant or TGE RRM Member is illegal, outdated or inaccurate, or when TGE has reservations of formal and legal nature as to the documents.
21. In connection with the refusal referred to in section 20 above, TGE shall not be liable in any way whatsoever to the Applicant, the RRM TGE Member or the Market Participants on whose behalf data reporting is carried out, in respect of the performance of their obligations under the REMIT.
22. The forms available on the TGE website, which constitute appendices hereto, must not be edited in any way beyond the necessary scope.
23. The termination of transaction data reporting on behalf other Market Participants shall take place upon the approval of the relevant necessary documents to be sent by the RRM TGE Member, subject to one month's activation period for a given reporting account, effective at the end of a calendar month.

§ 5

ACCESS TO THE RRM TGE SYSTEM

1. Information on granting access to the RRM TGE system, provided by a person authorised by TGE, shall be received by the Applicant in the form of an electronic message following the approval of the application and fulfilment of the requirements hereunder. The information shall be sent to the persons indicated in the application who represent the Applicant and are authorised to access the TGE RRM system.
2. The person representing the Applicant authorised to access the RRM TGE system, shall obtain access to the RRM TGE system by establishing a personal user account in the RRM TGE system.
3. Persons representing other Market Participants shall obtain access to the RRM TGE system through creating a personal User account in the RRM TGE system only to the extent necessary to perform the activities resulting from the Market Participant's obligations within the scope of the REMIT and the REMIT Implementing Regulation consisting in verification of the transaction data reported to ACER and performance of other obligations.
4. Each user account in the RRM TGE system is personal, which means that it is registered under a specific name, surname and e-mail address used exclusively by the user concerned. In case of any problems with a given account, the User shall be the only authorised contact person.
5. TGE shall not be held liable when persons other than the account User have access to the account if the Applicant or the system user have failed to exercise due care to ensure the confidentiality of the login data.

6. The person representing the Applicant authorised to obtain access to the RRM TGE system shall have the right to access the RRM TGE system only to the extent necessary to perform the operations related to the membership in RRM TGE.
7. A Market Participant on whose behalf transaction data used to be reported by an RRM TGE Member, after such RRM TGE Member ceases to report such data, may apply to TGE for access to historical data under the conditions set out in section 8.
8. Access to historical data is only possible if the Market Participant requesting such data, as referred to in section 7, is also a RRM TGE Member. When applying for access to historical data, the Market Participant shall be required submit a statement in writing to TGE, signed by the RRM Member referred to in section 7 confirming the consent to obtain access to the historical data. TGE may grant access to the historical data for the duration of the RRM TGE membership agreement of the Market Participant requesting such access. The provisions of § 4.20 shall apply *mutatis mutandis*.
9. RRM TGE Members, as well as all their authorised persons, shall be obliged to exercise due care in order to prevent any unauthorised access to the RRM TGE system.

§ 6

OBLIGATIONS OF THE RRM TGE MEMBER

1. The RRM TGE Member of shall be obliged to:
 - a) comply with these RRM TGE Terms and Conditions;
 - b) have up-to-date registered codes in the CEREMP system for the purposes of the identification of Market Participants, such as ACER and EIC codes;
 - c) maintain confidentiality with regard to information obtained in relation to access to the RRM TGE; system;
 - d) immediately inform TGE about any changes to the details contained in the application for membership in the RRM TGE and its appendices, and to update the relevant documents;
 - e) receive all information provided by TGE with regard to the RRM TGE system;
 - f) monitor and verify the completeness, accuracy and timeliness of the transaction data reported by the RRM TGE or fundamental data of the RRM TGE Member, according to Article 11(2) of the REMIT Implementing Regulation, and to inform TGE immediately about any noticed inconsistencies by electronic mail to big@tge.pl.
2. Furthermore, RRM TGE Members using the RRM TGE system shall be obliged to comply with the following rules:
 - a) ensure the security of information processing with particular regard to cybersecurity and physical security, relating to the information and communication environment used for the exchange of information with the RRM TGE system, including in particular the workstations of the RRM TGE

- system users and the infrastructure using WebAPI, as well as network equipment;
- b) conduct educational programmes, campaigns, training and information activities concerning good practices, for the purpose of broadening knowledge and building awareness in the area of cybersecurity among employees using the RRM TGE system;
 - c) immediately inform TGE of any event or incident that could potentially affect the security of the RRM TGE system;
 - d) comply with the recommendations of TGE with respect to the correct use of the RRM TGE system;
 - e) verify the completeness, accuracy and timeliness of the data provided through the RRM TGE.
3. The RRM TGE Member shall be obliged to enable access to their connections with the IT systems of TGE for authorised employees of TGE or persons indicated by TGE, in order to perform a technical inspection of the condition of the connection and its proper use. TGE may specify the detailed rules of such technical inspection.
4. As regards transaction data, the RRM TGE Member shall be obliged to send complete transaction data to the RRM TGE system in the format specified by the RRM TGE system, on the following dates:
- a) transaction data for standard contracts – not later than by 11:00 hours CET on the business day following the date of conclusion, modification or termination of the contract, as applicable;
 - b) transaction data for non-standard contracts – not later than by 11:00 hours CET on the last business day before the lapse of 30 days from the date of conclusion, modification or termination of the contract;
 - c) transmission data in the XML format – not later than by 11:00 hours CET on the business day following the date of conclusion, modification or termination of the contract, as applicable.
5. As regards fundamental data, the RRM TGE Member shall be obliged to send complete fundamental data to the RRM TGE system in the XML format specified by RRM TGE on the following dates:
- a) fundamental data referred to in Article 9(5)(a) of the REMIT Implementing Regulation – not later than by 11:00 hours CET on the business day following the day of unloading or reloading;
 - b) fundamental data referred to in Article 9(5)(b) of the REMIT Implementing Regulation – not later than by 11:00 hours CET on the last business day before the beginning of the month concerned;
 - c) fundamental data referred to in Article 9(9) of the REMIT Implementing Regulation – not later than by 11:00 hours CET on the business day following the gas day concerned.
6. The RRM TGE Member shall be responsible for the accuracy of all documents submitted by him/her to TGE.

7. The RRM TGE Member undertakes to verify the accuracy of the data to be sent to the RRM TGE and to make sure that the data do not contain any malicious code in their content.
8. The RRM TGE Member undertakes to review the data in the ACER register on an ongoing basis, including the data of its counterparties when using their ACER codes. Should any changes need to be made, the RRM TGE Member shall immediately contact its counterparties or the Energy Regulatory Office (Urząd Regulacji Energetyki) on this matter.
9. The interpretation of the provisions of the REMIT and the REMIT Implementing Regulation undertaken by the Market Participant shall be on their own responsibility and risk. The same applies to the accuracy of the transaction data and fundamental data reported by the Market Participant.
10. When reporting transaction data on behalf of other Market Participants, the RRM TGE Member shall be fully responsible for all arrangements with such entities and for obtaining their final consent to report data on their behalf in accordance with these RRM TGE Terms and Conditions.
11. If the other Market Participant does not accept these RRM TGE Terms and Conditions, the RRM TGE Member may not report data on behalf of such Market Participant. It is the duty of the RRM TGE Member to obtain such a consent to be presented to supervisory authorities and regulators, if required.
12. Each Market Participant, including a RRM TGE Member using the RRM TGE service as part of its obligations under the REMIT undertakes to keep all its required registered data up to date in the CEREMP maintained by ACER, and to verify the EICs it uses when reporting data.
13. TGE shall not be liable to the RRM TGE Member or to another Market Participant in case when the reporting referred to in sections 10 and 11 hereof has been undertaken without the knowledge and consent of such other Market Participant; in particular, in such a case, TGE shall not be liable to the RRM TGE Member or to the other Market Participant for any damage resulting from non-performance or improper performance of the reporting obligations.

§ 7

TERMINATION OF THE RRM TGE MEMBERSHIP

1. The RRM TGE Member shall have the right to present, at any time, a declaration of will to terminate the RRM TGE membership subject to one month's notice period effective at the end of the calendar month, without being required to state the reasons for such decision.
2. The RRM TGE Member shall submit the termination notice in writing or electronically, in the form of Appendix 4a, 4b, 4c or 4d hereto, downloadable from TGE's website, as appropriate for the type of service, or such termination may otherwise be null and void. The provisions of § 4(7) shall apply *mutatis mutandis*.
3. If the RRM TGE Member submits a termination notice with respect a given service, this shall affect all Market Participants on behalf whom the RRM TGE Member has been reporting transaction data as part of such service.

4. The presentation of a termination notice in accordance with section 1, or the termination of the agreement in accordance with section 3 above shall not release the RRM TGE Member from the performance of any obligations arising from its activity in the RRM TGE, in particular, from the payment of any fees it is obliged to pay.

SECTION III

ADDITIONAL NETWORK SERVICE

§ 8

RULES OF USE

1. TGE may grant access to the additional network service exclusively to RRM TGE Members.
2. The additional network service shall be provided within the scope of the RRM TGE membership under Appendix 2b, 2c or 2d hereto.
3. In order to be granted the access to the additional network service, the RRM TGE Member shall be required to meet the following conditions:
 - a) report the need for an automated interface – WebAPI to configure the communication between the RRM TGE Member's system with the RRM TGE system for the purposes of the RRM TGE membership;
 - b) indicate contact persons responsible on the part of the RRM Member for communication with TGE for the purposes of the configuration of the additional network service;
 - c) successfully complete tests in the RRM TGE training environment made available by TGE;
 - d) inform TGE about positive completion of the additional network service tests in the RRM TGE training environment and about its readiness to obtain access to the RRM TGE production environment.
4. Once the RRM TGE Member has met the conditions set out in section 3 hereof, TGE shall grant the RRM TGE Member permission to access the additional network service. TGE shall have the right to refuse to grant access to the additional network service without giving any reason for such decision.
5. The access to the additional network service granted to the RRM TGE Member may cover all the applications of the RRM TGE Member, if so required by the RRM TGE Member.
6. The documentation provided by TGE enables the RRM TGE Member to create or modify their own software, allowing them to use the additional network service.
7. The granting of access to the additional network service shall not result in the transfer onto the RRM TGE Member of any copyright in respect of the additional network service, nor shall it imply the granting by TGE of a licence or sub-license to exercise such rights.

8. The RRM TGE Member shall be obliged to make appropriate modifications to their software enabling the use of the additional network service at its own expense.
9. TGE shall have the right, at any time, to discontinue the provision of the additional network service to RRM TGE Members, subject to one month's notice period during which the service will continue to be provided, effective at the end of a calendar month.
10. TGE shall not be liable for any damage, including damage due to loss of data or other damage incurred by the RRM TGE Member in connection with the use of the additional network service or in connection with access to the training or production environment.
11. TGE disclaims any liability towards the RRM TGE Member using the additional network service to the broadest possible extent permitted by law. TGE shall be liable only if the damage was caused by wilful misconduct of TGE, and provided that the RRM TGE Member shows a direct causal link between the TGE's culpable act or omission and the damage suffered by the RRM TGE Member. TGE shall not be liable for any loss of profit.
12. The RRM TGE Member acknowledges and accepts that the use of the additional network service takes place at their own risk and without any guarantee of its correct performance.
13. TGE has the right to monitor the way and scope of use of the additional network service. For that purpose, TGE shall have the right to inspect the hardware, servers and software of the RRM TGE Member and to demand access to technical documentation of the RRM TGE Member's software applications.
14. TGE shall enable continuous access to the additional network service.
15. In the case of a breach of the rules or in the case it is found that the RRM TGE Member has breached the rules, TGE shall have the right to immediately block the access to the additional network service.
16. Moreover, TGE shall have the right to immediately block the access to the additional network service if such action is justified by the applicable legal regulations, the need to protect third party rights or due to security considerations related to the TGE's information and communication network.
17. The blocking of access to the additional network service shall continue for the period of time which, in TGE's discretion, is necessary to resolve the issue constituting the basis for blocking the access. This provision does not affect other rights of TGE provided for herein.
18. The information about the blocking of the access to the additional network service shall be communicated by TGE electronically. TGE shall not be obliged to indicate the reason for account blocking.
19. TGE shall have the right to request the RRM TGE Member to appropriately modify the software for the use of the additional network service in order to protect the security of the TGE's IT network and all network services.
20. The RRM TGE Member shall be obliged to:

- a) keep confidential all information, in particular all technical and legal data and software solutions contained in the documentation of the additional network service;
 - b) use the information referred to in letter a) above exclusively for the purpose of developing or modifying their own software that would enable the use of the additional network service.
21. The confidentiality obligation does not apply to the possibility of disclosing information contained in the additional network service documentation:
- a) to employees or co-employees of the RRM TGE Member or to persons creating or modifying software supporting the use of the additional network service, after they have been informed about the confidential nature of the information provided and after they have undertaken in writing not to disclose such information;
 - b) when such information is already public;
 - c) when a consent to disclose particular information has been obtained in writing from TGE;
 - d) disclosure is required by law.
22. Information contained in the additional network service documentation shall be covered by TGE's trade secret within the meaning of Article 11(4) of the Act on Combating Unfair Competition of 16 April 1993 (for consolidated text see Journal of Laws of 2003, No. 153, item 1503, as amended) and the TGE RRM Member shall not be allowed to disclose the documentation of the additional network service to third parties for any commercial purposes.
23. The documentation of the additional network service is the subject of copyright of TGE and must not be used for any other purpose than in accordance with these Terms and Conditions. By making the additional network service documentation available, TGE does not transfer any proprietary copyrights to the additional network service documentation, nor does it grant licences or sub-licenses to exercise such rights.

§ 9

CONFIGURATION OF ADDITIONAL NETWORK SERVICE IN THE TRAINING ENVIRONMENT

- 1. The training environment enables the adaptation of the RRM TGE Member's software to the additional network service in accordance with the documentation provided by TGE.
- 2. The verification of the test configuration of the additional network service shall take place within the RRM TGE training environment.
- 3. The RRM TGE Member shall be obliged to carry out verification tests in the RRM TGE training environment after each modification of their own software used supporting the use of the additional network service, or in the event when TGE introduces new software supporting the use of the additional network service.
- 4. After taking the decision on granting access to the RRM TGE training environment, the Exchange shall provide the RRM TGE Member with access

data in order for the RRM TGE Member to complete tests in the RRM TGE training environment made available by TGE, and in order for the RRM TGE Member to connect their own software. Information on granting or not granting access to the additional network service is provided to the RRM TGE Member in the form of an electronic message.

§ 10

CONFIGURATION OF ADDITIONAL NETWORK SERVICE IN THE PRODUCTION ENVIRONMENT

1. Upon completion of the tests in the training environment, the RRM TGE Member shall inform TGE about successful completion of the tests in the RRM TGE training environment and about its readiness to obtain access to the RRM TGE production environment.
2. The access to the additional network service in the RRM TGE production environment shall be granted after all requirements specified by TGE have been met, by providing the RRM TGE Member with access data enabling the access to the additional network service in the RRM TGE production environment.
3. Information on granting access to the additional network service in the RRM TGE production environment shall be provided to the RRM TGE Member in the form of an electronic message.

SECTION IV

LAW

§ 11

GOVERNING LAW

1. The Polish law shall be the governing law for all agreements and the assessment of legal relations between TGE and the RRM TGE Member.
2. The place of the agreements shall be the capital city of Warsaw.
3. The Exchange Court, being a permanent arbitration court operating at TGE, shall have the exclusive jurisdiction over all disputes arising from any agreements or these RRM TGE Terms and Conditions.
4. The RRM TGE Member shall have the right to lodge a complaint related to the provision of data reporting services by TGE in accordance with the *Rules for handling complaints concerning TGE's activity*, available on the TGE's website.

§ 12

LANGUAGE

1. These RRM TGE Terms and Conditions are drawn up in Polish and translated into English. In the case of any conflict between the Polish language version and the English language version, the Polish language version shall prevail.

2. If the documents are prepared in other foreign language (other than Polish or English), they should be submitted in translation into Polish or English by a certified translator.

SECTION V

TGE'S LIABILITY

§ 13

TGE'S LIABILITY FOR REPORTING TRANSACTION DATA AND FUNDAMENTAL DATA

1. TGE shall enable the performance of the transaction data and fundamental data reporting obligations for and on behalf of the RRM TGE Member and Market Participants represented by the RRM Member.
2. TGE shall ensure the timeliness, integrity, compliance with ACER guidelines and confidentiality of the transaction data and fundamental data transferred from the RRM TGE system to the ARIS system.
3. TGE shall not be liable for any damage caused in connection with the loss of the ACER code or EIC code by a the Market Participant, or the loss of access to the RRM TGE system.
4. TGE shall not be liable for any damage caused to the RRM TGE Member or to a third party due to inability to transfer transaction data and fundamental data for reporting in accordance with the REMIT and the REMIT Implementing Regulation due to failure of the IT system or any other causes beyond the control of TGE, unless the damage was caused due to TGE's wilful misconduct or gross negligence.
5. TGE shall not be liable for incorrect or untimely reporting of transaction data of the RRM TGE Members, if such incorrectness or untimeliness results from the RRM TGE Member's transfer of incorrect or unreliable transaction data or fundamental data to TGE, or from their delayed transfer in breach of the deadlines specified herein and in the REMIT and the REMIT Implementing Regulation.
6. TGE shall not be liable for incorrect or untimely reporting of transaction data of other Market Participants, if such incorrectness or untimeliness results from the RRM TGE Member's transfer of incorrect or unreliable transaction data of other Market Participants to TGE, or their delayed transfer in breach of the deadlines specified herein and in the REMIT and the REMIT Implementing Regulation.
7. TGE shall not be liable for incorrect or untimely reporting of transaction data of TGE RRM Members, if such incorrectness or untimeliness is due to the absence of valid ACER codes of the Market Participants or any EICs, the registration and management of which is not whatsoever within the scope of TGE.

§ 14

TGE'S LIABILITY FOR MAKING TRANSACTION DATA AVAILABLE FOR REPORTING BY ANOTHER RRM

1. By enabling the service of providing transaction data for transfer to another RRM, TGE does not ensure the fulfilment by the RRM TGE Member of the transaction data reporting obligations under the REMIT and the REMIT Implementing Regulation.
2. TGE shall ensure the timeliness, integrity, compliance with the ACER guidelines and confidentiality of transaction data made available for downloading in the RRM TGE system.
3. TGE shall not be responsible for transaction data from the moment they are downloaded from the RRM TGE system by the RRM TGE Member.
4. TGE shall not be responsible for the transaction data made available to TGE RRM Members if the incorrectness of such data is due to the absence of valid ACER codes of Market Participants or any EICs, the registration and management of which is not whatsoever within the scope of TGE.
5. TGE shall not be liable for any damage suffered by the RRM TGE Member or a third party due to lack of access to transaction data resulting from a failure of the IT system, or from any other reasons beyond the control of TGE, unless the damage was caused by TGE's wilful misconduct or gross negligence.
6. TGE shall not be liable for any damage caused in connection with the RRM TGE Member's loss of the ACER code or the EIC, or the loss of access to the RRM TGE system.

SECTION VI

PROTECTION OF PERSONAL DATA

§ 15

1. TGE shall collect and process the personal data of the RRM Members, their attorneys and Beneficial Owners, as provided in the appendices hereto, in accordance with the applicable data protection regulations, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46 (General Data Protection Regulation, GDPR), the REMIT, the REMIT Implementing Regulation and the Act on Commodity Exchanges of 26 October 2000.
2. TGE shall process the personal data provided by the Applicants and RRM Members in accordance with Appendices 2a, 2b, 2c, 2d, 3a, 3b, 3c, 3d and 5 hereto for the purpose of and to the extent necessary for TGE to enter into an agreement with the Applicant concerning the service described in these RRM TGE Terms and Conditions, as well as for the operation of the TGE RRM system.
3. TGE shall process the personal data of Beneficial Owners provided in accordance with Appendix 6 in particular for the purposes of and to the extent necessary for the execution of the RRM membership agreement, risk

management, prevention of sanctions violations and fraud, including the use of TGE's activities of for criminal purposes, and for the prevention of abusive practices or suspicious transactions and orders.

SECTION VII

SUSPENSION AND REVOCATION OF THE MEMBERSHIP IN RRM TGE

§ 16

1. TGE shall have the right to suspend the membership in the TGE RRM if it determines that the RRM TGE Member, its Beneficial Owner or another Market Participant on whose behalf the RRM TGE Member reports data:
 - a) violates the market order or the regulations being in force on the market,
 - b) with its actions, poses a threat to the security of the operation of the RRM TGE,
 - c) is on any of the sanctions lists referred to in § 4.4,
 - d) submits documents that do not conform to these TGE RRM Terms and Conditions,
 - e) does not comply with TGE instructions and/or does not respond to signals from TGE,
 - f) fails to pay on time the fees payable to TGE, which it is obliged to pay in accordance with these Terms and Conditions.
2. Suspension of membership in the TGE RRM is understood as the blocking of access in the TGE RRM system to:
 - a) selected services of the RRM TGE Member if they concern other Market Participants on whose behalf the RRM TGE Member reports data,
 - b) all services of the RRM TGE Member if they concern directly the RRM TGE Member.
3. The suspension of membership in the RRM TGE shall continue until the reason for the suspension is removed.
4. Prior to taking the decision referred to in section 1 above, TGE shall inform the RRM TGE Member of the circumstances warranting the suspension, and shall call on the RRM TGE Member to remove such circumstances setting an appropriate time limit for doing so.
5. The time limit referred to in section 4 shall not be shorter than 3 days from the date on which the TGE RRM Member receives a call from TGE, unless the action of the TGE RRM Member or of another Market Participant on whose behalf such RRM TGE Member reports data poses a real threat to the security of data reporting in the TGE RRM, which should be removed immediately.
6. TGE shall notify the RRM TGE Member about taking the decision on the suspension respect a given service, and shall set the time limit for the RRM TGE Member to remove the reasons for the suspension. The above time limit shall not exceed 14 days from the date of the decision referred to in section 4 above.

7. In particularly justified cases, and specifically when the circumstances imply that the continued operation of the RRM TGE Member or another Market Participant on whose behalf the RRM TGE Member reports data could compromise the security of trading or could result in a material damage to other RRM TGE Members, the procedure described in sections 4–6 shall not apply.
8. When the time limit referred to in section 4 lapses without effect, TGE may take a decision to revoke the RRM TGE Member.
9. TGE shall have the right to revoke the RRM TGE Member of TGE at any time in the event that the prerequisite set out in paragraph 1(c) is found to have occurred, without a prior suspension.
10. The revocation of membership referred to in section 8 and 9 above shall be immediate without any further possibility for TGE to provide services to the RRM TGE Member.
11. The suspension shall become effective upon the adoption of the relevant decision by a competent person, unless the competent person indicates a different date. During the period of suspension of a RRM TGE Member, the access of the RRM TGE Member to the RRM TGE system is blocked by TGE and all data reporting to ACER is discontinued.
12. The RRM TGE Member shall have the right to appeal against a decision of the competent person to suspend or revoke membership in the RRM TGE to the Exchange Board within 3 days of receiving such decision. When the decision on the suspension has been taken by the Management Board of the Exchange, the RRM TGE Member shall have the right to appeal against the decision to the Supervisory Board within 3 days of being served the notice of suspension or revocation of membership. The appeal against a decision of the Management Board addressed to the Supervisory Board shall be submitted through TGE.
13. The lodging of the appeal referred to in section 12 shall not postpone the enforcement of the decision of TGE on the suspension or revocation of the RRM TGE Membership.
14. The appeal referred to in section 12 above should be considered by the Management Board of the Exchange or the Supervisory Board within 14 days of being received, unless additional activities are required for taking the decision concerning the subject matter, including specifically the presentation of documents or obtaining further clarifications.
15. The suspension or revocation of membership in the TGE RRM shall not release the RRM TGE Member from the performance of any obligations arising from its activity in the RRM TGE, in particular, from the payment of any fees it is due to pay.
16. TGE may terminate the agreement to provide the service referred to in § 1.1 hereof subject to a notice, in the event that TGE discontinues the activity of the RRM TGE. The declaration of intent to terminate the agreement by TGE may be made in the form of an electronic notice or an announcement on TGE's website.

SECTION VIII

FEES

§ 17

1. TGE charges fees from RRM TGE Members according to the terms set out in the *Detailed Principles for the Calculation and Collection of Fees and Charges by Towarowa Giełda Energii*.
2. The types, level of and rules for calculating and collecting the fees are set out in Appendix 1 hereto, referred to as RRM TGE Fees.
3. The RRM TGE Members shall pay the fees charged by ACER and related to the operation of the RRM by TGE, in particular in respect of Market Participants they represent. TGE shall pass on such ACER fees to RRM Members in accordance with the documentation received from ACER, insofar as they are included in the documentation.
4. TGE does not have the authority to interpret the rules and method how fees are applied by ACER.

SECTION IX

FINAL PROVISIONS

§ 18

EXTERNAL REGULATIONS

1. For matters not regulated in these RRM TGE Terms and Conditions and the appendices hereto, the Market Participant should comply with the provisions of the REMIT and the REMIT Implementing Regulation, and with documents and guidelines issued by the competent Regulators concerning the reporting of transaction and fundamental data to ACER.
2. Market Participants using the TGE's RRM system shall always have the ultimate discretion over all decisions concerning the compliance with the aforementioned regulations and methods of data reporting to ACER.

§ 19

MAINTENANCE BREAK

1. TGE shall provide the RRM TGE Members with ongoing access to the TGE system for 24 hours, 7 days a week.
2. TGE reserves the right to introduce maintenance breaks in access to the TGE RRM, as needed to carry out any activities required for its correct operation. TGE shall give at least 2 days' notice of a planned interruption by means of messages in the TGE RRM system, which may be subject to change in exceptional circumstances. The RRM TGE Members shall be obliged to take the maintenance break into account when performing their activities using the RRM TGE system.

3. Subject to § 13.4 and § 14.5 of these RRM TGE Terms and Conditions, TGE shall continue providing its services during the Maintenance Break for the RRM TGE Members.

§ 20

DAY-TO-DAY MANAGEMENT OF THE RRM TGE SYSTEM

1. The Management Board of TGE may adopt resolutions concerning the day-to-day management of RRM TGE system.
2. The resolutions referred to in clause 1 above, as well as other announcements concerning the operation of the RRM TGE system, shall be made available to the RRM TGE Members immediately via an appropriate announcement published directly in the RRM TGE system and on the TGE's website.
3. The resolutions referred to in section 1 above shall become effective within one week of their publication, unless another date of their entry into force is reasonable due to the operating requirements of the RRM TGE system.

§ 21

AMENDMENTS TO RRM TGE TERMS AND CONDITIONS

1. TGE shall have the right to amend these RRM TGE Terms and Conditions at any time.
2. The amendments to the RRM TGE Terms and Conditions shall become effective after one week from the date of their publication on the TGE's website, unless another date of their entry into force is reasonable due to the operating requirements of the RRM TGE system.

§ 22

ANNEXES TO RRM TGE TERMS AND CONDITIONS

1. Appendix 1 to the RRM TGE Terms and Conditions – "RRM TGE Fees"
2. Appendix 2a to the RRM TGE Terms and Conditions – "RRM TGE – APPLICATION FORM – MARKET DATA"
3. Appendix 2b to the RRM TGE Terms and Conditions – "RRM TGE – APPLICATION FORM - OTC"
4. Appendix 2c to the RRM TGE Terms and Conditions – "RRM TGE – APPLICATION FORM - TRANSMISSION DATA AND FUNDAMENTAL DATA"
5. Appendix 2d to the RRM TGE Terms and Conditions – "RRM TGE – APPLICATION FORM - XML MARKET REPORTS"
6. Appendix 3a to the RRM TGE Terms and Conditions – "RRM TGE – UPDATE – MARKET DATA"
7. Appendix 3b to the RRM TGE Terms and Conditions – "RRM TGE – UPDATE – OTC"
8. Appendix 3c to the RRM TGE Terms and Conditions – "RRM TGE – UPDATE – TRANSMISSION DATA AND FUNDAMENTAL DATA"

9. Appendix 3d to the RRM TGE Terms and Conditions - "RRM TGE - UPDATE - XML MARKET REPORTS"
10. Appendix 4a to the RRM TGE Terms and Conditions - "RRM TGE - WITHDRAWAL NOTICE - MARKET DATA"
11. Appendix 4b to the RRM TGE Terms and Conditions - "RRM TGE - WITHDRAWAL NOTICE - OTC"
12. Appendix 4c to the RRM TGE Terms and Conditions - "RRM TGE - WITHDRAWAL NOTICE - TRANSMISSION DATA AND FUNDAMENTAL DATA"
13. Appendix 4d to the RRM TGE Terms and Conditions - "RRM TGE - WITHDRAWAL NOTICE - XML MARKET REPORTS"
14. Appendix 5 to the RRM TGE Terms and Conditions - "RRM TGE - POWER OF ATTORNEY"
15. Appendix 6 to the TGE RRM Terms and Conditions - Statement concerning the indication of the Beneficial Owner
16. Appendix 7 to the TGE RRM Terms and Conditions of TGE - Information concerning the protection of personal data processed by Towarowa Giełda Energii S.A.