



# MEMBERSHIP FEE SCHEDULE

## ANNEX I

### OF

## CEEGEX MARKET RULES

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## **1. GENERAL RULES**

### **1.1. SCOPE OF THE MEMBERSHIP FEE SCHEDULE**

The Membership Fee Schedule is a set of rules applicable to fees, payment rules and discounts related to services offered by Central Eastern European Gas Exchange Company Limited by Shares (in the following: CEEGEX) to CEEGEX Members. CEEGEX is entitled to determine temporary rules and discounts and shall publish it on its Website.

### **1.2. PERSONS BOUND BY THE MEMBERSHIP FEE SCHEDULE**

The present Membership Fee Schedule is binding on CEEGEX and on persons bound by the CEEGEX Rules and Regulations.

The present Membership Fee Schedule will become effective as defined in the Section 1.1.4.7. of CEEGEX Market Rules.

### **1.3. DEFINITION**

The definitions used in the Membership Fee Schedule shall have the meaning as defined in the CEEGEX Market Rules.





## 2. SPECIAL RULES

### 2.1. GENERAL PRINCIPLES

CEE GEX determines the fees and discounts applicable to CEE GEX Members in a non-discriminatory manner. When determining discounts CEE GEX may take into account the membership of CEE GEX Members on other organized markets of electricity and natural gas belonging to its company group (HUPX and HUDEX).

CEE GEX Members shall pay the related fees from the first Trading Day.

### 2.2. FIXED FEES RELATED TO MEMBERSHIP

The table below contains the fixed fees related to membership to be paid by CEE GEX Members:

Fixed fees		
Tariff package	Classic	Flexible
Entrance fee	15 000 € + VAT	7 000 € + VAT
Membership fee	1 000 € + VAT / month	166 € + VAT / month
Membership fee (HUDEX and HUPX member)	875 € + VAT / month	41 € + VAT / month
Membership fee (HUDEX member)	750 € + VAT / month	0 € + VAT / month
System fee	833 € + VAT / month	833 € + VAT / month
Additional User	500 € + VAT / month	500 € + VAT / month
Additional read-only User	500 € + VAT / month	500 € + VAT / month
Fee for permanent extension of a HUDEX User or read-only User extended to the CEE GEX Spot market <sup>1</sup>	150 € + VAT / month	150 € + VAT / month
Test user with or without API functionality	166 € + VAT / month	166 € + VAT / month

The standard access to the Trading System encompasses one (1) trading account and one (1) API downstream account.

<sup>1</sup> The permanent extension lasts until the User is valid on HUDEX market.





## 2.3. TRANSACTION FEES

The table below contains the transaction fees:

Transaction fees			
Trading point	Tariff package	Classic	Flexible
Hungarian Virtual Point (MGP)	Transaction fee for the Next-Hour Product	0.01 € / MWh	0.09 € / MWh
	Transaction fee for the Within-Day Product	0.024 € / MWh	0.09 € / MWh
	Transaction fee for the Day-Ahead Products	0.0195 € / MWh	0.09 € / MWh
Locational points	Transaction fee for the Next-Hour Product	0.04 € / MWh	0.12 € / MWh
	Transaction fee for the Within-Day Product	0.04 € / MWh	0.12 € / MWh
	Transaction fee for the Next-Day Product	0.04 € / MWh	0.12 € / MWh

## 2.4. ACER REMIT FEES

### 2.4.1. LEGAL BACKGROUND

The European Commission introduced REMIT fees funding part of the budget of ACER by the Commission Decision (EU) 2020/2152 of 17 December 2020 on fees due to the European Union Agency for the Cooperation of Energy Regulators for collecting, handling, processing and analysing of information reported under Regulation (EU) No 1227/2011 of the European Parliament and of the Council. REMIT fees consist of two (2) elements, the record based fee element based on the data submitted to ACER (Orders and Trades) on yearly basis and the fixed fee element for the given year.

### 2.4.2. DETERMINATION OF THE RECORD BASED FEE ELEMENT OF REMIT FEES

The record based fee element is determined and invoiced to CEEGEX directly by ACER with a breakdown for each market participant. The record based fee sums different types of activities (i.e. activity on organized market place, bilateral deals or transportation agreements). CEEGEX directly invoices the exact record based fee element as ACER invoiced to CEEGEX.

### 2.4.3. DETERMINATION OF THE FIXED FEE ELEMENT OF REMIT FEES

The fixed fee element consists of the annual enrolment fee set by ACER, the lump sum covering other costs of CEEGEX and the lump sum covering the membership risk of CEEGEX.





CEEEX determines uniform fixed fee element of REMIT fees for each market participant taking into the account the invoice issued to CEEEX by ACER (annual enrolment fee). The proportion of the annual enrolment fee set by ACER is calculated upon the number of the market participants, who has valid Membership Agreement or Data Reporting Service Agreement for the CEEEX reporting based on REMIT of details of wholesale energy transactions executed at CEEEX Market or outside of the CEEEX Market (type A1 and B) on the day of the issuance of the invoice by CEEEX to the CEEEX Member or market participant taking into account provisions set forth in Section 2.4.5.

The lump sum covering other costs is calculated based on the sum of record based fee element and the annual enrolment fee set by ACER, which equals to five (5) percent of this sum.

The lump sum covering the membership risk of CEEEX consists of the record based fee element of REMIT fee for terminated CEEEX Members or other market participants with terminated Data Reporting Service Agreement, if any.

#### **2.4.4. FEES FOR ERRONEOUS SUBMISSIONS**

CEEEX may charge for erroneous submissions based on the invoice of ACER to CEEEX, if the erroneous submission occurs due to the fault of the CEEEX Member or other market participant with Data Reporting Service Agreement.

#### **2.4.5. INVOICING REMIT FEES**

REMIT fees are invoiced at the beginning of each calendar year, after the reception of the invoice by ACER. CEEEX calculates and invoices the fees determined in Section 2.4.2., 2.4.3. and 2.4.4. once a year, therefore REMIT fees determined in Section 2.4.2., 2.4.3. and 2.4.4. shall be paid in one instalment based on the Section 2.8. of this Membership Fee Schedule (Payment conditions).

Before issuing the invoices in the relevant calendar year and based on the information provided by ACER to CEEEX, CEEEX shall publish the tariff of record based fee element of REMIT fees and the fixed fee element of REMIT fees for the given year via Market Notice.

According to the relevant rules and regulations ACER issues an invoice in a calendar year based on the activity in the previous calendar year. According to this rule the market participants – based on its CEEEX and/or HUDEX Natural Gas Segment Membership – shall pay the relevant REMIT fees defined in Section 2.4.2. and 2.4.3. and 2.4.4. also in the following year after the termination of those Data Reporting Service Agreement based on which CEEEX is acting as RRM platform (type A1 and B) until the market participant is a CEEEX and/or HUDEX Natural Gas Segment Member. The market participants won't be invoiced the REMIT fees defined in Section 2.4.2. and 2.4.3. and 2.4.4. from the second year after the termination of Data Reporting Service Agreement type A1 or B between the market participant and CEEEX.

CEEEX will invoice no REMIT fees defined in Section 2.4.2., 2.4.3. and 2.4.4. for the market participants having a Data Reporting Service Agreement type A2 or A3.





## **2.5. OTHER ADMINISTRATIVE FEES**

### **2.5.1. FEES FOR SUBMISSION, MODIFICATION AND CANCELLATION OF AN ORDER**

Upon Section 3.7.11. of the Market Rules (Order management in case of technical problems) and based on the request of the CEEGEX Member for the submission, modification and cancellation of an Order by CEEGEX administrative fee shall not be charged.

### **2.5.2. CANCELLATION FEES FOR MISTRADES**

Upon the related rules on mistrade, point 3.10.1. of the Market Rules, on the days of the mistrade event CEEGEX will charge a cancellation fee of 3 000 Euro for the party executing and reporting the mistrade event. The cancellation fee is calculated per mistrade event, therefore one (1) Order submission resulting multiple Trades at the same time means one (1) mistrade event.

The cancellation fee will not be charged in case the cancellation does not take place. No cancellation fee will be charged for the cancellation, if it is requested due to technical failure of the CEEGEX Trading System.

### **2.5.3. OTHER PAYMENT OBLIGATIONS**

In accordance with 2.3.4. of the Market Rules, CEEGEX defines payment obligations during the suspension of the CEEGEX Membership in the Membership Fee Schedule. During the suspension period CEEGEX Member has to pay only the membership fee and the REMIT fee.

In accordance with 2.3.8. of the Market Rules, the range of the fine and further details of the payment obligation are defined in the Membership Fee Schedule. In case of imposing fines to a CEEGEX Member the fine can range from 500 Euro to 100 000 Euro.

In accordance with 3.12.3. of the Market Rules CEEGEX may charge a fee for any supply of market data according to the Membership Fee Schedule or a separate agreement.

The administrative fees charged for any membership related requests after prior written approval of CEEGEX, or for the approval of the assignment or transfer of the Membership Agreement shall be EUR 1 000 per request.

### **2.5.4. CEEGEX TRADER'S EXAM FEE**

<b>CEEGEX Trader's Exam fee</b>	
<b>Regular training and exam</b>	<b>600 €</b>
5 - 10 trainees	550 €
10 - 20 trainees	500 €
Above 20 trainees	450 €
<b>Training only</b>	<b>450 €</b>
10 - 20 trainees	400 €





Above 20 trainees	350 €
<b>Exam only</b>	<b>300 €</b>

<b>CEEGEX Online Trader's Exam fee</b>	
<b>Online materials and exam</b>	<b>600 €</b>
<b>Online training and exam</b>	
5 - 10 trainees	550 €
11 - 20 trainees	500 €
Above 20 trainees	450 €

In case of online training and exam there is no option to apply for training or exam separately. The online training shall be held if there are at least five (5) attendees from the same company.

CEEGEX holds the online exams via e-learning platform. The exam is assisted also by MS Teams or other electronic means, which ensure direct video connection. In the beginning of the online exam the Trader or other examinee shall verify his/her identity with showing his/her ID card, driving license, passport or other identification card with photo and CEEGEX shall have the right to control the presence of the examinee during the exam.

Further information can be found on CEEGEX Website.

## **2.6. PAYMENT OF THE FEES**

### **2.6.1. CURRENCY OF THE FEES**

The fees in this Membership Fee Schedule are determined in Euro.

### **2.6.2. PAYMENT OF FIXED FEES**

According to Section 2.2. (Fixed fees related to membership), the fixed fees are to be paid in the following manner.

The membership fee, the system fee and fees for additional users and fees for additional read-only users are payable per month on ex-post basis at the beginning of the month following the month when the service was executed, based on invoice issued by CEEGEX according to the applicable legal acts and rules related to value added tax (VAT) at any time.

In case of the admission or termination of the membership during a month, the monthly fix fees are charged proportionally to the number of the days in the relevant calendar month. Therefore any discount can be taken into account only proportionally to the number of the days in the relevant calendar month.

### **2.6.3. PAYMENT OF TRANSACTION FEES**

In relation to Section 2.3. (Transaction fees), the transaction fees are payable per month on ex-post basis at the beginning of the month following the month which serves the basis of the







transaction fees, based on the invoice issued by CEEGEX according to the applicable legal acts and rules related to value added tax (VAT) at any time.

#### **2.6.4. PAYMENT OF ENTRANCE FEE**

The entrance fee is invoiced after admission of the CEEGEX Member.

The entrance fee is tradeable (in the followings: “entrance discount”) in the first 365 days after admission, which applies both to the Classic tariff package and the Flexible tariff package.

The entrance discount provided by CEEGEX on the Market operated by CEEGEX is reimbursed on ex-post basis upon the payment of the transaction fees in the first 365 days after admission. CEEGEX Member is entitled for the entrance discount only in case the CEEGEX Member has payed the entrance fee and the transaction fees within the payment deadlines.

The payment deadline of the entrance fee for Flexible tariff package is 365 days and the payment deadline of the entrance fee for Classic tariff package is 90 days, which differs from the general payment deadlines set in Section 2.8. (Payment conditions).

#### **2.6.5. PAYMENT OF OTHER FEES**

The cancellation fee according to Section 2.5.2. and other fees according to Section 2.5.3. are indicated and invoiced immediately after the fulfilment of the service.

#### **2.7. VALUE ADDED TAX (VAT) PAYABLE FOR FEES**

The fees referred to in Section 2.2., 2.3., 2.4. and 2.5. relate to financial transactions. For these fees, the value added tax (VAT) shall be paid according to the tax nationality of the recipient. The procedure applicable to VAT issues are governed by related tax law.

#### **2.8. PAYMENT CONDITIONS**

The invoices shall be sent electronically by default via e-mail (e-invoice). Upon request of the interested parties, CEEGEX will send also the hard copy of the invoice.

The payment is due on the fifteenth (15) calendar day after the issuance of the invoice except the cases indicated with different payment deadline set in the Section 2.6.4.

#### **2.9. INTEREST FOR DELAYED PAYMENT**

In case of late payment of the fees determined in the Membership Fee Schedule CEEGEX may charge an interest for delayed payment effective from the day after the due date onwards. CEEGEX applies the interest for delayed payment according to § 6:155 of the Hungarian Civil Code and the lump sum costs for the encashment according to the applicable law.

In case of late payment that exceeds 60 days CEEGEX may apply fine according to Market Rules and Section 2.5.3. of Membership Fee Schedule.

In accordance with 2.3.8. of the Market Rules, CEEGEX may suspend the CEEGEX Membership or its trading right in particular, if the CEEGEX Member has a default in payment that exceeds 60 days.

#### **2.10. CEEGEX DISCOUNTS**

##### **2.10.1. DISCOUNTS IN RELATION TO MARKET MAKER AND LIQUIDITY PROVIDER AGREEMENTS**

Market Makers and Liquidity Providers defined in the Market Rules of CEEGEX are entitled to receive discounts as provided in the related Market Making or Liquidity Provider Agreements. All CEEGEX Members are entitled to express their interest to become either Market Makers





or Liquidity Providers. CEEGEX shall offer these types of contracts in a non-discriminatory way to all CEEGEX Members who express their interests.

CEEGEX may conclude trilateral Market Maker and or Liquidity Provider agreement with companies within the HUPX Group, i.e. with HUDEX and/or HUPX, which may include combined conditions and discounts related to power markets or natural gas markets, which have interference in liquidity, etc. as regards the underlying markets.

#### **2.10.2. TEMPORARY DISCOUNTS**

CEEGEX is entitled to announce temporary discounts for traded volume either in separate agreements concluded with CEEGEX Members or defined in this Membership Fee Schedule. All admitted Members at CEEGEX are eligible for these discounts according to the conditions of the separate contracts or of the Membership Fee Schedule.

#### **2.11. CHANGING TARIFF PACKAGE**

CEEGEX Member may notify CEEGEX upon the purpose of the change of the tariff package with the submission of the appropriate document. The change of the tariff package shall be effective from the first day of the upcoming month, but not earlier than 30 days after the notification sent by CEEGEX Member.

If the Member change from Flexible tariff package to Classic tariff package, then the difference of the entrance fees shall be invoiced to CEEGEX Member according to Section 2.2. CEEGEX Member may not request any reimbursement upon the change from Classic to Flexible tariff package.

Changing the tariff package in the first 365 days after admission does not effect the amount of entrance discount.

CEEGEX Members with valid contract for Basic tariff package on 31/12/2020 shall have automatically an effective contract for Flexible tariff package from 01/01/2021 without the payment obligation of the entrance fee.

