



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 CEEGEX to its 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 its Members bound by the CEEGEX Rules and Regulations.

The present Membership Fee Schedule will become effective as defined in 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

CEEGEX determines the fees and discounts applicable to CEEGEX Members in a non-discriminatory manner.

CEEGEX 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 CEEGEX Members:

Fixed fees					
Tariff package	Classic	Flexible			
Entrance fee	12 000 € + VAT	5 000 € + VAT			
Membership fee	1 200 € + VAT / month	200 € + 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			
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. API downstream account is not included and shall be subject to an Additional User fee.





2.3. TRANSACTION FEES

The table below contains the transaction fees:

Transaction fees							
Trading point	Tariff package	Classic	Flexible				
	Transaction fee for the Next-Hour Product	0.03 € / MWh	0.13 € / MWh				
Hungarian Virtual Point (MGP)	Transaction fee for the Within-Day Product	0.03 € / MWh	0.13 € / MWh				
	Transaction fee for the Day-Ahead Products	0.02 € / MWh	0.13 € / MWh				
	Transaction fee for the Next-Hour Product	0.04 € / MWh	0.12 € / MWh				
Locational points	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. GENERAL PRINCIPLES

REMIT related fees payable are determined in accordance with the applicable ACER REMIT fee decisions in force, adopted pursuant to REMIT.

The ACER REMIT fees consist of two main elements:

- a) a records-based fee element, determined on the basis of data (Orders and Trades) reported to ACER by CEEGEX on yearly basis, and
- b) a fixed fee element for the given year.

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

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

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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.

CEEGEX determines a uniform fixed fee per market participant, considering the invoice issued to CEEGEX by ACER (annual enrolment fee). The proportion of the annual enrolment fee is based on the number of the market participants who have valid Membership Agreement.

Market participants who do not hold a valid CEEGEX Membership Agreement but have a valid CEEGEX Data Reporting Service Agreement (REMIT Agreement Type "B") for reporting wholesale energy transaction details executed outside of CEEGEX, shall be invoiced and are required to pay in accordance with the terms of the CEEGEX Data Reporting Service Agreement.

The lump sum covering other costs is calculated based on the sum of the record-based fee element and the annual enrolment fee set by ACER, and any applicable annual correction amounts or exceptional costs (such as the fees set out in 2.4.4) which equals five (5) percent of this sum.

The lump sum covering the membership risk of CEEGEX consists of the record-based fee element of REMIT fee for terminated CEEGEX Members or other market participants with terminated Data Reporting Service Agreement, including any applicable correction amounts, surcharge and additional fees as set out in 2.4.4., if any.

2.4.4. ACER SURCHARGE AND ADDITIONAL FEES SURCHARGE AND ADDITIONAL FEES

In the event ACER imposes any surcharge or additional fee during the year under the applicable ACER REMIT Fee decisions, CEEGEX shall be entitled to invoice such surcharge or additional fee to its Members, calculated based on the number of Members.

2.4.5. INVOICING AND PAYMENT OF REMIT FEES

According to the applicable regulations on REMIT, ACER issues its annual invoice based on the market activity of the previous calendar year or on an ad hoc basis in case of invoices described in Section 2.4.4.

Following receipt of ACER's invoice, CEEGEX shall calculate and invoice the relevant REMIT fees to its Members (including any surcharge if applicable) within 15 (fifteen) days.

Before issuing the invoices, in case of the annual invoice, CEEGEX shall publish the tariff of records-based fee and fixed fee elements of REMIT fees for the given year via Market Notice. In case of the ad hoc invoice CEEGEX shall publish the applicable surcharge or additional fee, as imposed by ACER via Market Notice.

2.5. OTHER ADMINISTRATIVE FEES

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

Pursuant to 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.

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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 in multiple Trades at the same time means one (1) mistrade event.

The cancellation fee will not be charged in case the trade is not actually cancelled. 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 fines 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

CEEGEX Online Trader's Exam fee				
1 – 4 trainees	600 €			
5 - 10 trainees	550 €			
11 - 20 trainees	500 €			
Above 20 trainees	450 €			

CEEGEX holds the online exams via e-learning platform. The trainee(s) can access the studying material for 60 days and complete the trader exam individually during this period.

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.

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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 readonly users are payable monthly on an 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 admission or termination of the membership during a month, the full monthly fixed fee shall be charged for the entire calendar month, regardless of the date of entry or termination.

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.

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. relating 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 is 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, unless provided otherwise in the Rules and Regulations of CEEGEX.

2.9. 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. Moreover, in accordance with 2.3.8. of the Market Rules, CEEGEX may suspend the CEEGEX Membership or its trading right 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 in becoming 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.

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 changes 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.