

REMIT ANNEX  
TO THE ICE TRADE VAULT EUROPE  
TRADE REPOSITORY RULEBOOK

**This REMIT Annex will only apply to Participants, Trusted Sources and Reporting Brokers that have entered into the REMIT Supplement to the ICE Trade Vault Europe Participant Agreement, the REMIT Supplement to the ICE Trade Vault Europe Trusted Sources Agreement or the REMIT Supplement to the ICE Trade Vault Europe Reporting Broker Agreement, as applicable. This REMIT Annex DOES NOT apply to, and does not form part of, the Rulebook applicable to any other Participant, Trusted Source or Reporting Broker.**

ICE Trade Vault Europe is registered with the Agency for the Cooperation of Energy Regulators (“ACER”) as a Registered Reporting Mechanism (as defined below), pursuant to which reportable data on wholesale energy products can be reported by Participants and Trusted Sources to ICE Trade Vault Europe for purposes of compliance with the reporting requirements under REMIT (as defined below). ICE Trade Vault Europe, in its capacity as a Registered Reporting Mechanism subject to registration with ACER and with respect to reporting to ACER, shall be referred to in this annex (the “REMIT Annex”), as “ICE RRM”.

The terms of this REMIT Annex shall amend, supplement and form part of the Rulebook solely with respect to a Participant, Trusted Source or Reporting Broker that has entered into the REMIT Supplement to the ICE Trade Vault Europe Participant Agreement, the REMIT Supplement to the ICE Trade Vault Europe Trusted Sources Agreement or the ICE Trade Vault Europe Reporting Broker Agreement, as applicable, and solely with respect to such Participant’s, Trusted Source’s or Reporting Broker’s reporting of Wholesale Energy Market Data (as defined below). Notwithstanding anything to the contrary in the Rulebook, in the event of any inconsistency between the terms of the Rulebook and the terms of this REMIT Annex, this REMIT Annex shall prevail with respect to Wholesale Energy Market Data and the rights and obligations of the parties in respect thereof.

Unless otherwise specified in this REMIT Annex, all capitalized terms used herein shall have the meanings defined in the Rulebook.

The following amends, supplements and forms part of the Rulebook as specified above.

**1. Key Terms and Definitions in the Rulebook shall be amended and supplemented as follows:**

**Key Terms & Definitions**

“**ACER Code**” means a numerical unique identifier assigned by ACER to a wholesale energy market participant which registers with a National Regulatory Authority.

“**Applicable EMIR ITS**” has the meaning assigned to it under “Key Terms and Definitions” in the Rulebook, and shall include Applicable REMIT ITS.

“**Applicable REMIT ITS**” has the meaning assigned to it under “Key Terms and Definitions” in the Rulebook, and shall include:

Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 laying down implementing technical standards with regard to data reporting implementing Article 8(2) and Article 8(6) of REMIT (or the “**Implementing Acts**”).

“**Applicable Law**” has the meaning assigned to it under the “Key Terms and Definitions” in the Rulebook, and shall include for the avoidance of doubt REMIT.

“**Article 5 Information**” means the information set forth in Article 5 of the Implementing Acts.

**“ICE RRM Service”** means the collection, storage and regulatory reporting of Wholesale Energy Market Data in respect of Wholesale Energy Contracts that ICE RRM is approved by ACER to offer and shall replace the term “ICE TR Service” wherever used in the Rulebook.

**“Lifecycle Event Data”** has the meaning assigned to that term in Rule 4.2.3 of the Rulebook.

**“Organised Market Place”** has the meaning assigned to that term in Article 2(4) of the Implementing Acts.

**“National Regulatory Authority”** means a European Union Member State national energy regulator.

**“Regulator”** has the meaning assigned to it under “Key Terms and Definitions” in the Rulebook, and shall include ACER and any relevant National Regulatory Authority.

**“Registered Reporting Mechanism”** means a person that reports data on wholesale energy products directly to ACER under REMIT, as that term is defined in Section 3 of the RRM Requirements.

**“REMIT”** Regulation (EU) No 1227/2011 of 25 October 2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency.

**“RRM Requirements”** means the ACER requirements for the registration of Registered Reporting Mechanisms.

**“Wholesale Energy Contract”** means a wholesale energy transaction, including matched and unmatched orders to trade, required to be reported to ACER in accordance with the Implementing Acts and excluding any derivatives data with respect to a wholesale energy transaction which is reportable under EMIR and has been reported by Participant to ICE Trade Vault.

**“Wholesale Energy Market Data”** means the data submitted to ICE RRM by Participant or Trusted Source in respect of Wholesale Energy Contracts and data relating to wholesale energy products reported to ICE Trade Vault Europe in accordance with Article 5 of the Implementing Acts.

The terms “Article 9 Information”, “Financial Counterparty”, “ICE Public Data Aggregation Service” and “Non-Financial Counterparty” are not applicable to the ICE RRM Service and shall be deemed deleted for the purposes of the Rulebook as amended by this REMIT Annex.

**2. Clauses (vii)(b) of Rule 2.1.1 shall be deleted in its entirety and restated as follows:**

“(b) [Reserved].”

**3. Rules 2.2,2.3 and 2.6 shall be deleted in their entirety and restated as follows:**

**2.2 Overview of Regulatory Requirements**

The Implementing Acts require that all Article 5 Information concerning orders or trades in a Wholesale Energy Contract (or any modification or termination) is reported by a RRM to ACER. A RRM is required to register with ACER, comply with REMIT, the Implementing Acts, the RRM Requirements and other Applicable Law. A RRM also interacts directly with a range of market participants and is required to engage in the following core duties: (i) ensure the security, confidentiality and completeness of information; (ii) enable the identification and

correction of errors in data reports; (iii) enable the authentication of the source of information; and (iv) ensure business continuity.

### **2.3 ICE RRM Rules; Conflicts with Applicable Law**

The rules of the ICE RRM Service consist of the Rulebook, this REMIT Annex and all other documents incorporated by reference into the Rulebook or this REMIT Annex. Any Applicable Law affecting (i) the duties or obligations of ICE RRM or (ii) the performance of any Participant or Trusted Source shall take precedence over the rules of the ICE RRM Service. In the event of a conflict between Applicable Law and the rules of the ICE RRM Service, Applicable Law shall prevail.

### **2.6 ICE RRM Service Pricing**

Any fees or charges imposed by ICE RRM in connection with the ICE RRM Service shall be equitable. Fees or charges shall not be used as an artificial barrier to access to the ICE RRM Service. Details of fees and charges imposed by ICE RRM in connection with the ICE RRM Service can be found at [www.icetradevault.com](http://www.icetradevault.com).

**4. Rule 3.1 shall be deleted in its entirety and replaced with the following:**

**“Rule 3.1 [Reserved]”**

**5. Rule 3.1.1 shall be amended by deleting the third paragraph thereof and replacing it with the following:**

“Participants and Trusted Sources shall only have access to their own data.”

**6. Rule 3.1.2 shall be deleted in its entirety and replaced with the following:**

**“Rule 3.1.2 [Reserved]”**

**7. Rule 3.1.3 shall be deleted in its entirety and replaced with the following:**

**“3.1.3 Reporting to ACER**

ICE RRM will report Wholesale Energy Market Data to ACER in a standard form defined by ACER. The reported information must contain the information indicated in the Implementing Acts. ICE RRM has a mechanism in place to ensure that ACER’s receipts detailing out what data was reported and on the outcome of the reporting are properly processed. ICE RRM also has proper procedures for rectification and re-submission of invalid reports are in place. In the event ACER identifies information reported by a Participant or Trusted Source as invalid, such Participant or Trusted Source will be informed of the invalid information and how they should correct it. Once corrected, the information should be resent to ICE RRM for re-submission to ACER.

**8. Rule 3.1.4 shall be amended by deleting the following “(other than Public Data)” in the fifth line thereof.**

**9. Rules 4.1, 4.2, 4.4 and 4.5 shall be deleted in their entirety and restated as follows:**

## “Acceptance of Data and Reporting Procedures

### **4.1 Asset Classes**

The ICE RRM Service accepts all Wholesale Energy Market Data.

### **4.2 Trade Data and Data Processing**

#### **4.2.1 General**

Participants and Trusted Sources reporting Wholesale Energy Market Data to the ICE RRM Service will be required to comply with Applicable Law.

#### **4.2.2 Participants and Trusted Sources**

Applicable Law requires that Participants and Trusted Sources report through a RRM prescribed details of any Wholesale Energy Contract concluded and any modification or termination of such contract.

The timing of reporting and the details to be reported are set out in Applicable Law, and will differ depending on whether a Wholesale Energy Contract is a standard contract or non-standard contract referred to in Article 7 of the Implementing Act.

ICE RRM recognises that Participants may need to update data submissions or correct data submissions that contain errors. ICE RRM data submissions may be corrected by Participants in a timely manner. Lifecycle Event Data (as described in Rule 4.2.3) will require reporting to ICE RRM within the time periods set out under Applicable Law. However, in all cases such corrections and Lifecycle Event Data submissions are required to conform to the applicable LEI, ACER Code, UPI and UTI requirements and any other requirements under Applicable Law. Disciplinary actions may be taken for ongoing and excessive corrections or where such corrections or Lifecycle Event Data submissions are not made in good faith by the relevant Participant.

#### **4.2.3 Wholesale Energy Market Data**

Participants and Trusted Sources must report details of Wholesale Energy Contracts and all Lifecycle Event Data for Wholesale Energy Contracts previously reported to the ICE RRM Service as prescribed by Applicable Law. “**Lifecycle Event Data**” is the set of data generated in connection with lifecycle events that occur prior to, and including, a Wholesale Energy Contract’s termination date as required by Applicable Law. The term “lifecycle events” includes, but is not limited to, trade cancellations, modifications, and terminations.

#### **4.2.4 [Reserved]**

#### **4.2.5 Non-Standard Contract Data**

ICE RRM supports the submission of non-standard contract data, as defined in the Implementing Acts, for Wholesale Energy Contracts. Participants and Trusted Sources may submit non-standard contract data for Wholesale Energy Contracts in the form prescribed by ACER.

ICE RRM's supports the reporting of bespoke products in line with ACER’s guidance on the reporting of spreads.

### **4.4 Trade Status:**

Trade Status identifies the current reported state of a trade submitted to ICE RRM:

- REPORTED - ORDER: an order which has passed validation and has been reported to ACER.
- REPORTED - TRADE: a trade which has passed validation and has been reported to ACER.
- CANCELED - ORDER: an order which has passed validation and has been reported to ACER, then was subsequently canceled.
- CANCELED - TRADE: a trade which has passed validation and has been reported to ACER, then was subsequently canceled.
- ERRORED - ORDER: an order which failed validation in either ICE Trade Vault's RRM Service or ACER and has not been reported to ACER in a valid state.
- ERRORED - TRADE: a trade which failed validation in either ICE Trade Vault's RRM Service or ACER and has not been reported to ACER in a valid state.

#### ***4.5 Lifecycle Event Status:***

Lifecycle Event status identifies an action taken with respect to a Wholesale Energy Contract submitted to ICE RRM Service:

- NEW: the submission of a contract or an order to trade (trade or order report) for the first time.
- MODIFY: the modification of details of a previous trade or order report.
- ERROR: the cancellation of a wrongly submitted trade or order report.
- CANCEL: the termination of an existing contract or order to trade.

**10. Rule 4.10 shall be deleted in its entirety and replaced with the following:**

***“4.10[Reserved]”***

**11. Rule 5 and each subsection thereof shall be deleted in its entirety.**

**12. Rule 6.2 shall be deleted in its entirety and restated as follows:**

***“6.2 Legal Entity Identifiers (LEIs) or ACER Codes***

ICE RRM has the ability to map entities to their assigned identifiers, including, but not limited to, LEIs or ACER Codes. This allows Participants to submit the entity name as stored in their system and map to the correct LEI or ACER Code.”

**13. Rule 8 shall be amended as follow:**

#### **“8. Data Confidentiality; Sensitive Information and Security**

ICE RRM recognises its responsibility to ensure data confidentiality and dedicates significant resources to information security to prevent the misappropriation or misuse of Article 5 Information and any other information maintained in the ICE RRM systems.

ICE RRM uses a multi-tiered firewall scheme to provide network segmentation and access control to its services. Firewalls are deployed in redundant pairs and employ stateful-inspection technology. ICE RRM application servers are housed in a demilitarised zone behind external firewalls. A second set of internal firewalls further isolate ICE RRM database systems, an intrusion system provides added security to detect any threats, and network sensors analyze all internet and private line traffic for malicious patterns.

Tactical controls are regularly examined and tested by multiple tiers of internal and external test groups, auditors and independently contracted third-party security testing firms. The controls impose an accountable and standard set of best practices to protect the confidentiality of Article 5 Information and any other information maintained in the ICE RRM. ICE RRM will complete an internal audit upon request by ACER for adherence to the data security policies. The audit tests the following applicable controls, among others, to ICE RRM systems: (i) logical access controls; (ii) logical access to databases; (iii) physical and environmental controls; (iv) back-up procedures; and (v) change management.

In accordance with the Internal Policies and Procedures, ICE RRM has procedures in place to prevent natural persons who have a close link with ICE RRM, or legal persons who are in the same corporate group as ICE RRM, using confidential information recorded by ICE RRM, including Article 5 Information and any other TR Information maintained in the ICE RRM systems. ICE RRM itself will also not use such information for commercial purposes.”