NYMEX REMIT Reporting Service for NYMEX Customers

Registration Form and Terms & Conditions

Article 8(1) of Regulation (EU) 1227/2011 (as amended by Regulation (EU) 2024/1106 and Regulation (EU) 2024/1789) (**REMIT**) imposes an obligation on market participants, or third parties or authorities acting on their behalf, to provide the EU Agency for the Cooperation of Energy Regulators (ACER) with a record of wholesale energy market transactions, including orders to trade.

Article 8(1a) of REMIT provides that, for the purpose of reporting records of transactions on the wholesale energy market, including orders to trade, that are entered into, concluded or executed at organised marketplaces (OMPs), those OMPs, or third parties on their behalf, shall make data relating to the order book available to ACER in accordance with the specifications set out in Commission Implementing Regulation (EU) No 1348/2014 (the REMIT Implementing Regulation), thereby fulfilling on behalf of market participants their obligations pursuant to Article 8(1) of REMIT.

As an exchange operator located outside the EU, NYMEX will not report or provide any NYMEX REMIT data to ACER or any other person under REMIT except:

- on express instruction by the relevant NYMEX market participant; and
- following completion of the necessary onboarding process for the NYMEX REMIT Reporting Service.

Subject to the above, NYMEX shall provide the NYMEX REMIT Reporting Service described in the NYMEX REMIT Reporting Terms and Conditions (the **Terms and Conditions**), as may be amended or updated from time to time, to participating NYMEX market participants.

Capitalized terms used herein have the meaning given to them in the Terms and Conditions.

Subject to the Terms and Conditions, in its capacity as an OMP and on the express instructions of the User, NYMEX will report Order Book Data to ACER, through Equias B.V., which is registered with ACER as a registered reporting mechanism (**RRM**).

The NYMEX REMIT Reporting Service is available to Users only. NYMEX does not offer REMIT reporting services in respect of trading activity that takes place outside of NYMEX (such as OTC transactions). NYMEX will not report any Order Book Data to ACER or provide any REMIT reporting services in respect of any person that does not accept and comply with the Terms and Conditions.

If you agree to NYMEX providing the NYMEX REMIT Reporting Service on the terms set out in the Terms and Conditions, you must:

Step 1: Read the Terms and Conditions set out in this document.

Step 2: Complete the Registration Form below, including all required information and signifying your agreement to (i) NYMEX providing the NYMEX REMIT Reporting Service and (ii) the Terms and Conditions.

Step 3: Send your completed Registration Form, together with all the relevant required information and the signed Terms and Conditions via email to repositorysupport@cmegroup.com.

Step 4: We will notify you when all of the relevant information has been provided in a form satisfactory to us by providing written email confirmation to you that we will commence provision of the REMIT Reporting Service pursuant to the Terms and Conditions from the specified start date indicated in such email confirmation (subject to satisfactory completion of Step 5 below).

Step 5: We will work with you to complete the onboarding and connection process, which may include provision of certain key information and data by you in a specified form to us.

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NYMEX REMIT Reporting Service – Registration Form

Section A: Registration Information

User (NYMEX Market Participant)

Address

Name of Authorised Person

Title

Email

Operational Contact Details

User Legal Entity Identifier (LEI)

LEI Issuer endorsed by Global Legal Entity Identifier System (GLEIS)

ACER Registration Code

REMIT National Regulatory Authority (NRA)

Applicant is registered with Equias B.V. pursuant to the Equias General Terms and Conditions

Yes No

If you or any required users do not have a CME Group Login, you will need to obtain one before submitting this application. Please click here (https://login.cmegroup.com/sso/register/) to complete an instant application form for a CME Group Login.

A CME Group Login is a self-managed, secure user profile which contains contact and security information. CME Group now requires all system users to create user profiles prior to gaining access to CME applications.

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NYMEX REMIT Reporting Service – Registration Form *(continued)*

Section B: NYMEX REMIT Reporting Service – Acceptance of NYMEX REMIT Reporting Service Terms and Conditions

To be executed by the party that wishes to use the NYMEX REMIT Reporting Service

Users must complete this Registration Form electronically by having an authorised representative check the box below and fill in his or her name and details where indicated.

☐ By ticking this box, for and on behalf of the User, I hereby consent to NYMEX providing the NYMEX REMIT Reporting Service, and acknowledge that I have read, agree to and have the authority to bind the User to all of the terms and conditions contained within or incorporated under this Registration Form, including but not limited to the relevant provisions of the Terms and Conditions, and any applicable terms and conditions relating to the NYMEX REMIT Reporting Service from time to time.

Agreed and accepted on behalf of User by:

Name of User*

Authorised Person*

Title*

Email*

Date*

NYMEX will review the Registration Form submitted by the User. Subject to satisfactory completion of the application process, including submission of the completed Registration Form together with all required information and provision of written notification to the User of successful completion of the onboarding process, NYMEX agrees to provide the NYMEX REMIT Reporting Service to the User on the terms set out in the Terms and Conditions, as in force from time to time.

Static Data and Requests for Additional Information

To comply with the REMIT reporting requirements, the following information (Static Data) is required (in a format satisfactory to NYMEX) from Users in order to assist NYMEX in populating the reports to be made to ACER:

- Legal Entity Identifier (LEI) is a unique ID associated with a single corporate entity and would be used for identifying the parties to financial transactions. Please visit https://www.leiroc.org/ for more information
- LEI Issuer endorsed by Global Legal Entity Identifier System (GLEIS)
- ACER Registration Code ("Market participants" within the scope of REMIT are required to register with an EU National Regulatory Authority as a market participant and will be assigned an ACER Registration Code)
- Domicile identifies the country where the entity is domiciled
- National Regulatory Authority (NRA) identifies regulator(s) overseeing the firm in EU for the purposes of REMIT registration as a market participant

Please note that NYMEX may require additional static or non-static data from Users from time to time. Users shall provide reasonable and timely assistance to NYMEX in complying with any requests for additional data and/or further information from ACER or any relevant national regulatory authority.

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NYMEX REMIT Reporting Service - Terms and Conditions

New York Mercantile Exchange, Inc. ("NYMEX") is a US designated contract market operating registered with the Commodity Futures Trading Commission. NYMEX offers contracts in wholesale energy products as referred to in REMIT (as defined below) and NYMEX is voluntarily registered as an "organised market place" ("OMP") with ACER (as defined below).

These terms and conditions (the "Terms and Conditions"), together with a duly completed REMIT Reporting Service Registration Form, set out the terms on which NYMEX will offer a REMIT reporting service to registered users of the service.

1 DEFINITIONS

1.1 In these Terms and Conditions, the following terms shall have the following meanings:

a) **ACER** means the Agency for the Cooperation of Energy Regulators;

b) **Affiliate** means an undertaking in the same group as NYMEX;

c) **Applicable Law** means any applicable law, regulation, guidance or direction issued by any competent Regulatory Authority;

d) **Equias** means Equias B.V., in its capacity as RRM under these Terms and Conditions;

e) **Equias General Terms and Conditions** means the terms and conditions under which Equias provides services as RRM to NYMEX and/or to the User, as applicable;

f) **Fees** means any fees payable by the User to NYMEX in respect of the REMIT Reporting Service in accordance with Section 7 of these Terms and Conditions;

g) **Force Majeure** means any event which occurs due to reasons outside of the control of NYMEX (including, but not limited to, any natural, systems, facilities, technological, political or other cause and whether in respect of a third party service provider, affiliate of NYMEX, ACER, a third party or otherwise) and which cannot be overcome by reasonable diligence and/or without unreasonable expense by NYMEX;

h) **Lifecycle Event** means any modification or termination of a Relevant Contract or Relevant Order;

i) **Losses** means all losses, damages, fines, penalties, costs, expenses or other liabilities (including legal and other professional fees);

j) **Order Book Data** means, collectively, reportable data under REMIT in respect of Relevant Contracts, Relevant Orders, and Relevant Lifecycle Data;

k) **Registration Form** means the REMIT Reporting Service Registration Form under which the User agrees to receive the REMIT Reporting Service, completion of which constitutes the User's agreement to these Terms and Conditions, as may be amended from time to time in accordance with these Terms and Conditions;

l) **Regulatory Authority** means any applicable governmental or regulatory authority with jurisdiction over any of the parties under Applicable Law;

m) **Relevant Contract** means contracts in wholesale energy products entered into by the User through NYMEX;

n) **Relevant Lifecycle Data** means any Lifecycle Event, where such Lifecycle Event is concluded through NYMEX;

o) **Relevant Order** means matched and unmatched orders to trade Relevant Contracts placed through NYMEX, which are made visible via NYMEX's electronic brokerage screen, if any;

p) **REMIT** means Regulation (EU) 1227/2011, as amended by Regulation (EU) 2024/1106 and Regulation (EU) 2024/1789;

q) **REMIT Implementing Regulation** means Commission Implementing Regulation (EU) 2026/256;

r) **REMIT Reporting Service** means the reporting, or procuring of the reporting, by NYMEX of Order Book Data to ACER, in accordance with Section 3 of these Terms and Conditions;

s) **Reporting Deadline** means [no later than two working days following the conclusion of the contract, the placement of the order or the occurrence of the lifecycle event (as applicable)];

t) **Reporting Form** means: (i) until 29 October 2027 (or such other date as specified in paragraph 1 of Article 16(2) of the REMIT Implementing Regulation), the reporting form set out in Table 1 of the Annex to Commission Implementing Regulation (EU) No 1348/2014; and (ii) from 29 October 2027 (or such other date as specified in paragraph 1 of Article 16(2) of the REMIT Implementing Regulation), the reporting form set out in Table 1 of the Annex to the REMIT Implementing Regulation;

u) **RRM** means the Registered Reporting Mechanism (within the meaning of REMIT and registered with ACER as a Registered Reporting Mechanism) operated by Equias appointed by NYMEX to provide the functions of the RRM under these Terms and Conditions, and separately appointed by each User to provide REMIT reporting services to each User;

v) **Site** means the CME Group website, located at www.cmegroup.com;

w) **Static Data** means such data as may be required by NYMEX from the User in order for NYMEX to provide the REMIT Reporting Service;

y) **User** means a person that has completed a REMIT Reporting Service Form and in respect of which NYMEX has agreed to provide the REMIT Reporting Service subject to these Terms and Conditions.

2 SCOPE OF SERVICES

2.1 The User agrees to receive the REMIT Reporting Service as set out in these Terms and Conditions and the Registration Form, and agrees to comply with its obligations thereunder, as agreed and accepted by the User completing and submitting the Registration Form to NYMEX.

2.2 NYMEX agrees to provide the REMIT Reporting Service as set out in these Terms and Conditions.

3 REMIT REPORTING SERVICE TO BE PROVIDED

3.1 Subject to paragraph 3.4 below, and provided that the User has voluntarily subscribed to the service by submitting a duly completed Registration Form and has provided the requisite Static Data, NYMEX shall report, or procure the reporting of, the User's Order Book Data to ACER via the Equias RRM.

3.2 NYMEX will report the Order Book Data to ACER via the Equias RRM. The User agrees that NYMEX may utilise the services of Equias to facilitate the submission of the Order Book Data to ACER, or to assist in any other performance by NYMEX of its obligations under these Terms and Conditions (including but not limited to utilising any platform, system, interface or other technology developed by the RRM for such purpose).

3.3 Subject to the other provisions of the Terms and Conditions, NYMEX agrees to submit all of the Order Book Data in its possession, or generated by its systems, or which it could reasonably be expected to have in its possession or to be generated by its systems, in respect of each Relevant Order or Relevant Contract [or Lifecycle Event] to the RRM as soon as reasonably practicable and, in any event, so as to enable the submission of the Order Book Data to ACER by the Reporting Deadline.

3.4 If NYMEX is unable to procure the reporting of all or some of the Order Book Data by the Reporting Deadline, NYMEX will notify the User in writing as soon as reasonably practicable, and provide an explanation of the reason(s) for such notification.

3.5 NYMEX will transmit the User's Order Book Data only to the RRM. NYMEX will not provide the User with any data in respect of Relevant Contracts, Relevant Orders and/or Relevant Lifecycle Data, or any other Order Book Data. The User agrees that it will access any data provided by NYMEX to the RRM through the User's connection with the RRM.

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4 USER OBLIGATIONS AND REPRESENTATIONS

4.1 The User shall deliver Static Data to NYMEX in a timely manner and keep it up to date, notifying NYMEX as to any changes to enable NYMEX to perform its obligations under these Terms and Conditions. NYMEX's obligation to provide the REMIT Reporting Service under Section 3 is strictly conditional upon the User's provision of accurate and up-to-date Static Data.

4.2 The User shall provide reasonable assistance to NYMEX in complying with any request for further information from ACER or any relevant Regulatory Authority, including the provision of any reportable information which is not in the possession of NYMEX.

4.3 The User acknowledges that NYMEX may rely on Static Data or any other data provided by the User in connection with the REMIT Reporting Service without investigation, provided that NYMEX has taken reasonable steps to verify that such data has come from the User.

4.4 The User represents and warrants that it will remain in compliance with any applicable requirements under REMIT.

4.5 The User represents and warrants that:

a) it has appointed Equias to act as the RRM in respect of the REMIT Reporting Services provided by NYMEX pursuant to these Terms and Conditions;

b) at all times during the term of the agreement under these Terms and Conditions, the User will remain registered as a market participant with Equias within the meaning of the Equias General Terms and Conditions;

c) it shall pay all fees, costs and expenses due and payable by the User to Equias in respect of services provided to the User under the Equias General Terms and Conditions, including in respect of Order Book Data reported by NYMEX pursuant to the REMIT Reporting Service provided to the User under these Terms and Conditions.

4.6 The User shall not independently report or appoint any third party (other than NYMEX) to report any NYMEX Order Book Data to ACER or any other relevant Regulatory Authority. The User acknowledges and agrees to rely exclusively on NYMEX for the reporting of all NYMEX trades and orders, accurately manage checks, error flagging and correction lifecycle events, and that this restriction is strictly necessary to prevent conflicting submissions and to ensure compliance with ACER REMIT data processing rules.

4.7 The User represents and warrants that the information that it delivers under this Section 4 shall be, at the time of delivery, true, accurate and complete in every material respect.

5 LIABILITY AND INDEMNITY

5.1 The User acknowledges and agrees that it has instructed and authorised NYMEX to provide the REMIT Data of the User to the RRM for the purposes of satisfying the User's reporting obligation in respect of wholesale energy products orders and transactions entered on NYMEX under Article 8(1) of REMIT.

5.2 NYMEX shall use commercially reasonable efforts to perform its obligations under these Terms and Conditions. Neither party shall be required to do, or cause to be done, anything which is contrary to any law, rule or regulation or that such party is otherwise prevented from doing by any law, rule or regulation.

5.3 NYMEX MAKES NO REPRESENTATION OR WARRANTY NOT EXPRESSLY SET FORTH IN THIS SECTION 5, AND EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. IN NO EVENT SHALL NYMEX BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE, OR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT NYMEX MAKES NO REPRESENTATION OR WARRANTY REGARDING THE COMPLIANCE OF THE REMIT REPORTING SERVICE WITH THE REQUIREMENTS OF REMIT.

5.4 NYMEX shall not be responsible for any information sent directly by the User to ACER, or for any data provided by the User which is not set out in the Reporting Form.

5.5 To the fullest extent permitted by Applicable Law, NYMEX, each of its Affiliates, and each of their respective directors, officers and employees shall not have any liability to the User or to any other person whether in contract, tort (including negligence), breach of statutory or regulatory duty or otherwise for any Losses arising directly from, or in connection with:

(i) NYMEX's provision of, or the User's use of, the REMIT Reporting Service provided by NYMEX pursuant to these Terms and Conditions;

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(ii) NYMEX's performance of its obligations or exercise of its rights under these Terms and Conditions and/or the use by it of a platform, system, interface or other technology provided by the RRM;

(iii) any acts, omissions or failures of any third party, including but not limited to the RRM (including any decision by the RRM not to permit NYMEX to submit Order Book Data via the RRM on behalf of the User);

(iv) the failure of any platform, system, interface or other technology, including any internal platform, system, interface or other technology, which NYMEX uses or intends to use in the performance of its obligations or exercise of its rights under these Terms and Conditions; or

(v) a third party accessing or intercepting any information or data of the User;

except to the extent that such Losses are due to the gross negligence, wilful default or fraud of NYMEX, any Affiliate or the directors, officers or employees of NYMEX or an Affiliate.

5.6 NYMEX's maximum liability under the Terms and Conditions for all Losses, whether arising in contract, tort (including negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise shall be limited to $50,000.

5.7 No action arising out of any claimed breach of these Terms and Conditions may be brought by the User more than 2 years after the cause of action has accrued.

5.8 NYMEX shall be released from its obligations under these Terms and Conditions to the extent that, and for so long as, performance of such obligations is delayed, hindered or prevented by Force Majeure. Upon the occurrence of a Force Majeure event, NYMEX shall inform the User in writing, as soon as reasonably practicable. Upon the cessation of the Force Majeure event, NYMEX shall inform the User in writing, as soon as reasonably practicable.

5.9 The parties agree that this Section 5 represents a fair and equitable position. Nothing in these Terms and Conditions shall exclude or limit any liability which may not be excluded or limited under Applicable Law.

6 TERMINATION

6.1 The REMIT Reporting Service will terminate automatically with immediate effect where the User is no longer a NYMEX market participant, in which case the User shall be required to notify NYMEX upon the occurrence of such event.

6.2 NYMEX or the User shall be entitled to terminate the REMIT Reporting Service with immediate effect if required by Applicable Law, or upon the provision of 30 days' written notice to the other party.

6.3 NYMEX may terminate the REMIT Reporting Service with immediate effect in the event that the User ceases to be a market participant within the meaning of the Equias General Terms and Conditions or if the User is in breach of any of the representations in Section 4 of these Terms and Conditions, as determined by NYMEX in its sole and absolute discretion.

7 FEES

7.1 Subject to Section 7.2, NYMEX will not charge the User a fee ("Fees") for the REMIT Reporting Service.

7.2 Notwithstanding any other provision in these Terms and Conditions, NYMEX reserves the right in its sole discretion to charge Fees in respect of the REMIT Reporting Service. NYMEX shall provide the User with at least 30 days' written notice of any changes to the Fees payable by a User of the REMIT Reporting Service. The User agrees to pay such Fees as notified from NYMEX from time to time.

7.3 For the avoidance of doubt, as set in paragraph 4.5, the User agrees to pay to Equias any fees, costs or other expenses payable by the User to Equias in respect of services provided to the User under the Equias General Terms and Conditions, including in respect of Order Book Data reported by NYMEX pursuant to the REMIT Reporting Service provided to the User under these Terms and Conditions

8 GENERAL PROVISIONS

8.1 A notice or other communication given under or in connection with these Terms and Conditions (a "Notice") must be in writing (including in electronic form), in English and sent, in respect of the User, to such address as provided by the User in the REMIT Reporting Service Registration Form, and in respect of NYMEX, to repositorysupport@cmegroup.com and legalnotices@cmegroup.com.

8.2 NYMEX may vary these Terms and Conditions by publishing such variation on the Site together with the date on which such variation takes effect and providing Notice to the User. The User will be deemed to be bound by any such variation from such date in the absence of notice of termination from the User.

8.3 NYMEX and the User acknowledge and agree that by entering into these Terms and Conditions, they do not rely on any statement, representation, assurance or warranty of any person (whether a party to these Terms and Conditions or not and whether made in writing or not) other than as expressly set out in these Terms and Conditions.

8.4 NYMEX and the User agree that the only rights or remedies available to either of them arising out of or in connection with these Terms and Conditions or their subject matter shall be solely for breach of contract except as otherwise provided for in these Terms and Conditions

8.5 If any term of these Terms and Conditions is determined to be invalid or unenforceable under Applicable Law, such invalidity or non-enforceability shall not in any way affect the validity or enforceability of the remaining terms or the validity or enforceability of those terms in any jurisdiction where they are valid and enforceable. The parties desire the terms and conditions herein to be valid and enforced to the maximum extent not prohibited by law, regulation or court order in a given jurisdiction and as such, any invalid or unenforceable terms and conditions will be reformed by the parties to effectuate the intent of the parties.

8.6 The User may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of NYMEX.

8.7 These Terms and Conditions will be governed by the laws of the State of New York without regard to any choice-of-law provisions. The parties will submit to the exclusive jurisdiction of the state and federal courts situated in New York, New York to resolve any dispute arising out of or relating to these Terms and Conditions.