

**General Terms and Conditions for the REMIT transaction reporting services of PRISMA  
European Capacity Platform GmbH**

**as of 01 May 2026**

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EIC code 21X000000001225H  
ACER registration number B0002657Z.DE

## **Preamble**

Pursuant to Article 8(1) of Commission Implementing Regulation (EU) 2026/256 and with reference to Article 3(b)(ii) thereof, Organised Marketplaces are required to report to ACER on behalf of the Market Participants active on their platform, transactions resulting from secondary allocation that are carried out or registered on their platform, irrespective of where the allocation takes place.

In its capacity as an Organised Marketplace, PRISMA shall perform such reporting to ACER where required under applicable law.

These terms and conditions set out the respective rights and obligations of PRISMA and Market Participants in relation to such reporting.

## **Article 1. Scope of Application**

1. The PRISMA REMIT GTCs apply to Market Participants (hereinafter referred to as the "Customer") registered with PRISMA based on a valid platform usage contract according to the general terms and conditions for the use of the PRISMA capacity platform, as published at [www.prisma-capacity.eu](http://www.prisma-capacity.eu), in connection with transactions resulting from the secondary allocation of capacity rights that are carried out or registered on the PRISMA platform and are subject to reporting obligations under applicable law.
2. The provisions of the platform usage contract shall apply mutatis mutandis for the use of the PRISMA REMIT transaction reporting services, if not ruled otherwise within these terms and conditions.
3. Where PRISMA is required by applicable law to report transactions in its capacity as an Organised Marketplace on behalf of Market Participants, PRISMA shall report such transactions to ACER, thereby fulfilling the Customer's reporting obligations under applicable law, and these GTCs shall apply to the Customer in respect of those transactions without the need for any separate mandate or agreement.

## **Article 2. Reporting Services**

1. PRISMA operates an Organised Marketplace, which the Customer uses to carry out wholesale energy market transactions.
2. In accordance with Article 8(1) of Commission Implementing Regulation (EU) 2026/256, PRISMA shall, in its capacity as an Organised Marketplace, report to ACER transactions resulting from the secondary allocation of capacity rights that are carried out or registered on the PRISMA platform and are reportable under applicable law.

3. Reporting by PRISMA under paragraph 2 shall be performed on behalf of the Market Participants active on the PRISMA platform, thereby fulfilling their reporting obligations under applicable law, and shall apply irrespective of where the relevant transaction is concluded, including where it is concluded outside the PRISMA platform and subsequently registered on it.
4. The reporting referred to in paragraphs 2 and 3 covers the reportable trade data relating to the relevant transaction, including any reportable lifecycle data, in each case to the extent required under applicable law and on the basis of the data available to PRISMA or made available to PRISMA by the Customer in accordance with these terms and conditions.

### **Article 3. Fees**

1. Only if PRISMA has reported at least one transaction pursuant to Article 2 on behalf of the Customer during the respective calendar year, the Customer shall pay a fixed annual base fee of 3,000€.
2. Unless otherwise specified by PRISMA, the annual base fee shall be invoiced retrospectively after the end of the relevant calendar year (billing period).
3. The above-mentioned fee is a net sum in Euro and is subject to the applicable taxes which will also be invoiced and charged separately.
4. The fee set out in this Article relates exclusively to the provision of reporting-related services by PRISMA, including the processing, validation, handling and transmission of reportable data to ACER. For the avoidance of doubt, access to and use of the PRISMA platform for the allocation of capacity rights and not being subject to Service-Specific terms, remains free of charge in accordance with applicable regulatory requirements.

### **Article 3a. Additional Fees**

In case any regulatory or administrative charges which emerge from the reported data of a Customer are imposed by an entitled authority (such as ACER or NRA) on PRISMA as registered reporting mechanism (RRM) or Organised Marketplace, PRISMA shall be entitled to pass on and invoice those charges to the individual Customer. This applies specifically but not limited to the administrative charges charged by ACER due to COMMISSION DECISION (EU) 2025/1771.

### **Article 4. Terms of payment**

1. Fees shall be invoiced by PRISMA and are payable by the Customer within the payment period specified in the invoice. Invoices shall be issued in electronic form, unless otherwise agreed.
2. Where the Customer has provided a valid SEPA business-to-business direct debit mandate, PRISMA shall be entitled to collect the invoiced amounts via SEPA direct debit. By providing such mandate, the Customer authorizes (i) PRISMA to send instructions to the Customer's bank to debit the Customer's account and (ii) Customer's bank to debit Customer's account accordingly.
3. Where payment is collected via SEPA direct debit, the Customer will receive a pre-notification of fourteen (14) days before the debit from the Customer's account. The Customer must ensure sufficient funds are available in its account.

4. Where no SEPA mandate has been provided, or where a SEPA mandate has been revoked, the Customer shall ensure payment of the invoiced amounts by bank transfer to the account specified by PRISMA within the applicable payment period.
5. Costs incurred due to non-payment or rebooking of a direct debit shall be borne by the Customer if the non-payment or rebooking was caused by the Customer.
6. PRISMA shall be entitled to charge interest of eight (8) percentage points above the basic interest rate published by Deutsche Bundesbank on the first bank business day of the month during any delay caused by the Customer to pay an open debit. The Customer shall become in arrears one (1) day after the respective fee is due. Section 286 of the German Civil Code (BGB) shall remain unaffected.
7. A SEPA mandate may be revoked by the Customer by means of statement to this effect in Text Form to PRISMA, with the result that subsequent payment transactions will no longer be collected by direct debit. Such revocation shall not affect the Customer's obligation to pay any outstanding amounts

#### **Article 5. PRISMA's Obligations**

1. PRISMA will use the professional care of a reasonable and prudent operator to perform the transaction reporting services according to the applicable business standards.
2. PRISMA shall report the relevant transaction data to ACER within the applicable Reporting Deadline on the basis of the data available to PRISMA and the data timely provided by the Customer pursuant to Article 7.
3. If PRISMA is not able to report, PRISMA shall provide the Customer with all relevant transaction data in the applicable electronic format, as soon as reasonably practicable to enable the Customer to report such relevant transaction data to ACER within the Reporting Deadline.
4. If PRISMA is not able, or reasonably expects that it will not be able to report the relevant transaction data within the Reporting Deadline to ACER, or to provide the Customer with the relevant transaction data in due time for it to be reported to ACER by Reporting Deadline, PRISMA shall notify the Customer, giving details explaining the reason(s) for such notification, as soon as reasonably practicable and the Customer shall be entitled to either report such relevant transaction data to a registered reporting mechanism or to appoint a third party to make such report on the Customer's behalf.
5. Nothing in this Article shall require PRISMA to verify the commercial accuracy of data originating from the Customer beyond the validation and plausibility checks required by applicable regulation, technical standards or PRISMA's reasonable operational procedures.

#### **Article 6. Errors**

1. If any party becomes aware of an error in any relevant transaction data reported to ACER (whether as a result of receiving an Error Report or otherwise) in accordance with this agreement, it will notify the other parties and all parties will use reasonable efforts, acting in good faith and a reasonable manner, to rectify such error and resubmit the relevant correct data.
2. The Customer acknowledges and agrees that PRISMA is not obliged to discover errors or check the accuracy, authenticity or completeness, of any relevant transaction data which

cannot be attributed to PRISMA or any third party to whom PRISMA has delegated all or any part of its obligations hereunder.

3. In the event of a breach of any of the reporting obligations, the parties shall cooperate to rectify such breach and communicate with ACER and any relevant NRAs as may be required in relation to such breach.

#### **Article 7. Customer's Obligations**

1. If the Customer becomes aware of any changes in national law or technical changes reasonably to be expected to have an impact on the rendering of services according to these terms and conditions, the Customer shall notify PRISMA in a timely manner in order to enable PRISMA to perform its obligations throughout the duration of services.
2. According to Article 8(1) of the REMIT Regulation and Article 8(5) of Commission Implementing Regulation (EU) 2026/256 the Customer shall provide PRISMA with any necessary data in due time for it to be reported to ACER by the Reporting Deadline.
3. The Customer agrees and acknowledges that if it fails to comply with the abovementioned articles and PRISMA is unable to report all the relevant trade data as a result, PRISMA shall submit only the relevant transaction data in its possession.
4. The Customer must submit the correct EIC code as published in CEREMP and inform PRISMA immediately about any changes.
5. The Customer acknowledges that PRISMA shall trust and rely on data provided by the Customer in fulfilling these terms and conditions without any further investigation.

#### **Article 8. Applicability**

1. These terms and conditions shall apply for as long as the Customer is registered with PRISMA under a valid platform usage contract and enters into, carries out or registers transactions covered by Article 1(1).
2. The Customer may not opt out of the application of these terms and conditions to reporting that PRISMA is required to perform by law in its capacity as an Organised Marketplace.
3. These terms and conditions shall automatically cease to apply where the Customer initiates the deletion process and becomes deactivated from the PRISMA platform without prejudice to accrued rights, payment obligations and any ongoing obligations relating to previously reportable transactions.

#### **Article 9. Liability**

1. The liability is limited as stated in the general terms and conditions for use of the PRISMA capacity platform, published on [www.prisma-capacity.eu](http://www.prisma-capacity.eu) and as amended from time to time.
2. Contract-typical, foreseeable damages are deemed not to exceed 25.000, - € for an event of damage.
3. Without prejudice to Article 7, PRISMA shall not be liable for any incompleteness, inaccuracy, duplicate reporting, rejection, validation failure or delay in reporting to the extent caused by incorrect, incomplete, inconsistent or late information provided by the Customer or by a third party source not controlled by PRISMA.

## Article 10. Amendments

1. PRISMA may, by notice to the Customer in Text Form, amend in whole or part these terms and conditions and the service description. Any such amendment will only be effective if:
  - i. PRISMA's notice to the Customer carries explicit reference about the amendment of the terms and conditions or the service description and the right of the Customer to reject the amendments within the rejection period, and
  - ii. the amendment is not rejected by the Customer by a rejection notice in Text Form within the rejection period. The rejection period must be explicitly stated in the amendment notice and shall be at least 30 calendar days.
2. Amendments will be effective on the date specified in the relevant amendment notice which must be at least 30 calendar days after the notice was given to the Customer.
3. A rejection notice from the Customer will only be effective if delivered to PRISMA on or before the end of the rejection period. In that case, if the rejection is not accepted by PRISMA, this agreement will terminate on the last day of the month following the last day of the rejection period but earliest on the date when the changes shall become effective.
4. In case of minor technical amendments or amendments required in order to reflect changes in applicable law, binding regulatory requirements, ACER guidance, reporting formats, validation rules or judicial decisions, the Customer shall not be entitled to reject such amendments where the amendment is necessary to maintain lawful and operational reporting and does not unreasonably prejudice the Customer.

## Article 11. Notices

All notices and other communication in respect to this terms and conditions shall be done in Text Form.

## Article 12. Definitions

Each capitalized term within this document shall have the meaning provided below:

**"ACER"** means the Agency for the Cooperation of Energy Regulators

**"ARIS"** means ACER's REMIT Information System

**"CEREMP"** means Centralized European Register of Energy Market Participants

**"Applicable REMIT Law"** means Regulation (EU) No 1227/2011 on wholesale energy market integrity and transparency, Commission Implementing Regulation (EU) 2026/256, any transitional provisions applicable thereunder, and any binding or applicable technical, operational or reporting requirements and guidance issued by ACER.

**"Customer"** means a Market Participant which is registered with PRISMA based on a valid platform usage contract

**"Error Reports"** means notifications generated by ARIS and sent in response to a data submission made on behalf of the Customer which identifies errors in a data submission

**"Market Participant"** has the meaning given to it in Article 2 (7) of Regulation (EU) No 1227/2011.

**"NRAs"** mean national regulatory authorities for the purpose of REMIT

**“Organised Marketplace”** has the meaning given to it Article 2 (20) of Regulation (EU) No 1227/2011 on wholesale energy market integrity and transparency (REMIT Regulation)

**“Reporting Deadline”** means the deadline applicable under applicable REMIT law for the reporting of the relevant transaction data to ACER.

**“Text Form”** means a readable declaration, in which the person making the declaration is named. The Text Form must be made on durable medium. A durable medium is any medium that enables the recipient to retain or store a declaration included on the medium that is addressed to him personally such that it is accessible to him for a period of time adequate to its purpose, and that allows the unchanged reproduction of such declaration; e.g. declarations via email and fax