

## **HUDEX Fees and Discounts**

**HUDEX Hungarian Derivative Energy Exchange Ltd.**

version 4.5

**Effective from 01/04/2025**

**Date of publication: 28/03/2025**

**Approved by the resolution of the Board of Directors No. 12/2023 (III.18)**

## I. GENERAL RULES

### 1. Scope of the Membership Fees and Discounts

The Membership Fees and Discounts is a set of rules applicable to fees, payment rules and discounts related to services offered by HUDEX Hungarian Derivative Energy Exchange Private Company Limited By Shares (in the following: HUDEX) to HUDEX Members. The CEO of HUDEX is entitled to determine the fees related to services offered by HUDEX and not regulated by this Membership Fees and Discounts in a non-discriminatory and transparent way. HUDEX shall publish those fees on its website.

### 2. Persons bound by the Membership Fees and Discounts and effective date

The present Membership Fees and Discounts is binding on HUDEX and on persons bound by the HUDEX Rules and Regulations.

The present Membership Fees and Discounts became effective first time as of the date of issuance of the operation licence for a regulated market according to Act No. 120 of 2001 (Tpt.).

### 3. Official language of the Membership Fees and Discounts

The present Membership Fees and Discounts is issued in both English and in Hungarian language, in case of any discrepancy between the two versions, the Hungarian version shall take precedence.

## II. SPECIAL RULES

### 1. General principles

HUDEX determines the fees and discounts applicable to HUDEX Members in a non-discriminatory manner taking into account the special characteristics of the Power and Natural Gas Segment of HUDEX markets and their underlying products. When determining discounts HUDEX takes into account the membership of HUDEX Members in other organised markets of electricity and natural gas belonging to the companies (HUPX and CEEGEX) of its company group (HUPX Group).

### 2. Fix fees related to membership

The table below contains the entrance fee, the quarterly fees and further fix fees to be paid by HUDEX Members:

Fixed fees	
Entrance fee	0 €
Membership fee	750 € /Quarter
System fees (Trayport Global VisionSM) <sup>1</sup>	2 250 € / Quarter
Additional “trader” user for HUDEX markets only	1 050 € / Quarter
Additional “read-only” user for HUDEX markets only	1 050 € / Quarter
Fee for permanent <sup>2</sup> extension of a CEEGEX user to the HUDEX Market Segments as “trader” <sup>3</sup>	0 €
Fee for permanent <sup>2</sup> extension of a CEEGEX user to the HUDEX Market Segments as “read only”	0 €
OTC-only user	0 €

<sup>1</sup> The standard access to Trayport Trading System encompasses one (1) user. For discounts and measures related to system fee see point 8.1.

<sup>2</sup> The permanent extension lasts until the user is valid on CEEGEX market.

<sup>3</sup> The extension of a user as “trader” can only be requested to the Market Segments of HUDEX, where the company is HUDEX Member and for the person who was registered as Trader on the relevant Market Segment according to HUDEX Rules and Regulations.

Fees and conditions for temporary extension of a CEEGEX user to the HUDEX Market(s) as “read only” user can be defined by HUDEX in a Market Notice.

For CEEGEX spot market access please refer to CEEGEX fees.

### 3. HUDEX transaction fees

The table below contains the transaction fees:

Transaction fees	
Initiator* side HUDEX power products	0 € / MWh
Aggressor** side HUDEX power products	0.025 € / MWh
Transaction fees of HUDEX natural gas products to virtual point except Balance of Month products	0.003 € / MWh
Transaction fees of HUDEX natural gas Balance of Month product to virtual point	0.01 € / MWh
OTC clearing registration	0.01 € / MWh

\* Initiator: the market participant in the transaction, who is the one placing the order in the market first and gives a visible offer on the trading platform

\*\* Aggressor: market participant, who submits an order, which matches with another order (initiator) that is already visible to the market place.

### 4. Other administrative fees

#### 4.1. Fees for submission, modification and cancellation of an order

Upon point III.6.11 of the Market Rules (Order management in case of technical problems) and based on the request of the HUDEX Member for the submission, modification and cancellation of an order by HUDEX an administrative fee of 50 Euro will be charged per each request.

This fee is applicable to all parties who are affected by the submission or cancellation of the order requested.

#### 4.2. Cancellation fee for mistrades

Upon the related rules on Mistrade, point III.8. of the Market Rules, HUDEX will charge an administration fee of 5 000 Euro for the party executing and reporting the mistrade. The administration fee will not be charged in case the cancellation does not take place. No administration fee will be charged for the cancellation if it is requested due to technical failure of the HUDEX Trading System.

#### 4.3 HUDEX Trader's Exam fee

HUDEX ONLINE Trader's Exam fee	
1 - 4 Trainees	600 €
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.

HUDEX 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 its identity with showing its ID card, driving license, passport or other identification card with photo and HUDEX shall have the right to control the presence of the examinee during the exam. Further information can be found on our website.

#### 4.4 Payment of the fees

The fees determined in this Membership Fees and Discounts are in Euro.

The membership fee, the yearly system fee (and fees for additional users and fees for additional read-only users) are payable per quarter year in advance and are invoiced at the beginning of each calendar quarter based on the applicable legal acts and rules related to value added tax (VAT) at any time.

For partial quarters, the fees shall be calculated on a monthly basis, they are charged and invoiced from the month following the date of admission.

In case of resignation, partial month shall be considered as a full month that will be invoiced to the members.

The administrative fees according to point 4.1 are indicated and invoiced in quarterly period, after the fulfilment of the service.

The administrative fees according to point 4.2 and 4.3 are indicated and invoiced immediately after the fulfilment of the service.

In relation to 3. point the transaction fees are calculated and invoiced on a monthly basis, posteriorly.

The membership fee according to point 2 of a HUDEX Member will be charged proportionally due to the admission or termination of membership during the calendar year, therefore also the discount can be taken into account proportionally.

## **5. Value added tax (VAT) payable for fees**

The fees referred to in points 2, 3 and 4 of present Membership Fees and Discounts 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.

## **6. Payment conditions**

The invoices shall be sent by default via e-mail (e-invoice). Upon request of the interested parties HUDEX will send the copy of the invoice by traditional post. The payment is due on the fifteenth calendar (15) day after the issuance of the invoice.

## **7. Interest for delayed payment**

In case of late payment of the fees determined in the Membership Fees and Discounts HUDEX will charge an interest for delayed payment effective from the day after the due date onwards. HUDEX 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.

## **8. HUDEX discounts**

### **8.1. Permanent discounts and measures**

In case a HUDEX Member is also member on CEEGEX at the same time, then the system fee on HUDEX will be 0 € /Quarter.

In case the 1 user encompassed in the HUDEX system fee is not identical with an active user on the CEEGEX Market for the HUDEX Member entitled to the above discount, than one additional user will be invoiced according to point II.2. of this Membership Fees and Discounts.

HUDEX offers a possibility for market maker and/or liquidity provider discounts on HUDEX power and natural gas markets. Besides the general framework regulated in the Market Rules of HUDEX the special conditions and discounts are determined in the Market Maker and/or Liquidity Provider Agreements.

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

HUDEX may announce Liquidity Windows to foster the trading activity in concentrated intervals in a separate Market Notice, which may define the period (infinite or definite), the length and other characteristics of the measure.

## **8.2. Temporary discounts**

HUDEX may offer temporary discounts and/or special awards on traded volume and other discounts, which may include inter alia discount on account fee (“trader” or “read only” accounts), exam fee, etc. HUDEX is entitled to announce temporary discounts in the relevant Market Notice. HUDEX is entitled to announce temporary discounts for traded volume either in separate contracts concluded with HUDEX Members or announced in the relevant Market Notice. The Market Notice shall define the relevant Segment(s) of HUDEX Market to which the temporary discount and/or award relates, the conditions on period, volume, included products and/or contracts etc.

In case of awards HUDEX specifies the conditions of attendance in the Market Notice, i.e. the period, the publication of results on HUDEX website, the conditions for appeal for attendance and the way of accepting/refusing the participation, which can be a tacit acquiescence.

All admitted members at HUDEX are eligible for these discounts according to the conditions of the Market Notice and of the separate contracts, if relevant. In case HUDEX ensures temporary discounts for traded volume based on separate contracts the conclusion of the contract is open for all HUDEX Members on a non-discriminatory basis and HUDEX announces this possibility in a Market Notice.

## **8.3 OTC clearing registration discount**

In case a HUDEX Member is using HUDEX OTC Clearing facility for registration of his OTC transactions made via Broker for the financial power products, HUDEX member would be entitled to reimbursement by HUDEX.

Such reimbursement shall occur in the following cases:

with total OTC registrations of at least 200 GWh during a specific month via HUDEX Clearing facility, HUDEX member would be entitled to reimbursement of 30% of the total OTC transaction fee for the month in question;

with total OTC registrations of at least 500 GWh during a specific month via HUDEX Clearing facility, HUDEX member would be entitled to reimbursement of 50% of the total OTC transaction fee for the month in question.

## 9. ACER REMIT fees

According to Section II.3.1.4. of HUDEX Market Rules on REMIT reporting HUDEX fulfils its REMIT reporting obligation via RRM, which are defined in the Technical Requirements..

The fees to be paid for data reporting services are defined in this HUDEX Fees and Discounts in line with the fees and fee schedules of the RRM, fulfilling the reporting.

Before issuing the invoices for the respective calendar year HUDEX will publish in a Market Notice the the record-based and fix fee elements of the REMIT fee, for the first time in early 2026 for the year 2026.

### 9.2. Legal background

The European Commission introduced REMIT fees funding part of the budget of Agency for the Cooperation of Energy Regulators (ACER) by the Commission Decision (EU) 2020/2152 of 17 December 2020 on fees due to the ACER for collecting, handling, processing and analyzing of information reported under Regulation (EU) No 1227/2011 of the European Parliament and of the Council and the amendment by the Regulation (EU) 2024/1106 amending Regulation (EU) No 1227/2011. 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.

### 9.3. Determination of the record-based fee element of REMIT

The record-based fee element is determined and invoiced to RRM mandated by HUDEX directly by ACER with a breakdown for each market participant. The record-based fee sums different types of activities (i.e. activity on organized marketplace, bilateral deals or transportation agreements). According to the agreement between HUDEX and the RRM, HUDEX directly invoices to the HUDEX Member the exact record-based fee element as ACER invoiced it to the mandated RRM.

### 9.4. 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 the mandated RRM and the lump sum covering the membership risk of the mandated RRM. The determination of the fixed fee is based on the annual settlement, which the mandated RRM receives from ACER.

HUDEX receives from the mandated RRM the related information before invoicing the annual fixed fee, and based on this, HUDEX will determine the amount of the REMIT fixed fees and publishes it in a Market Notice one per year before the invoicing.

#### **9.5. Fees for erroneous submission**

HUDEX may charge for erroneous submissions based on the invoice of ACER to the mandated RRM, if the erroneous submission occurs due to the fault of the HUDEX Member.

#### **9.6. Invoicing REMIT fees**

ACER issues the invoice to the mandated RRM in the respective calendar year based on the relevant law, taking into consideration the activity of the precedent year. The REMIT fees are invoiced by HUDEX in the beginning of each calendar year, after the mandated RRM receives the invoice of ACER.

HUDEX calculates the fees once a year based on the points 9.3., 9.4., and 9.5. and issues the invoice also once a year, therefore the REMIT fees defined in points 9.3., 9.4., and 9.5. have to be paid in one instalment according to this Fees and Discounts.