

HRVATSKI OPERATOR TRŽIŠTA ENERGIJE d.o.o.,
Zagreb, Ulica grada Vukovara 284

MBS: 080517130,

OIB: 75801633608,

EIC oznaka: 31XHROTE-----O,

kojeg zastupa direktor Boris Abramović (u daljnjem
tekstu: **Operator tržišta**)

HRVATSKI OPERATOR TRŽIŠTA ENERGIJE d.o.o.
(HROTE) (Croatian Energy Market Operator),
Zagreb, Ulica Grada Vukovara 284

MBS (Register No.): 080517130

OIB (VAT ID): 75801633608

EIC Code: 31XHROTE-----O

Represented by its director Boris Abramović
(hereinafter referred to as: **Market Operator**)

i

and

(naziv trgovca, adresa)

MBS: _____,

OIB: _____,

EIC oznaka: _____,

kojeg zastupa _____ (u
daljnjem tekstu: **Trgovac**)

(Name and address of the trader)

MBS (Register No.): _____

OIB (VAT ID): _____

EIC Code: _____

Represented by _____
(hereinafter referred to as: **Trader**)

sklapaju dana **dd.mm.gggg.** godine sljedeći

On the date of **dd.mm.yyyy** have entered into
the following

UGOVOR O SUDJELOVANJU NA TRŽIŠTU ELEKTRIČNE ENERGIJE

Electricity Market Participation Agreement

Broj: T-VBG_**yy-xx/gg**

No. T-BRP_**yy-xx/gg**

I. Uvodne odredbe

Članak 1.

Ovaj Ugovor sklapa se temeljem članka 19. Pravila organiziranja tržišta električne energije („Narodne novine“, br. 121/15 i 48/16; dalje: Pravila), u svrhu uređenja međusobnih prava i obveza Operatora tržišta i Trgovca kao tržišnog sudionika i voditelja bilančne grupe na bilateralnom tržištu električne energije.

I Introductory provisions

Article 1

This Agreement shall be concluded pursuant to Article 19 of the Rules on the organization of the electricity market, Official Gazette 121/15 and 48/16 (hereinafter referred to as: Rules), with the purpose of regulating mutual rights and obligations of the Market Operator and the Trader as the market participant and the balance responsible party in the bilateral electricity market.

Članak 2.

U ovom Ugovoru pojam "Ugovorne strane" podrazumijeva Operatora tržišta s jedne strane i Trgovca kao voditelja bilančne grupe (BG_yy) i tržišnog sudionika s druge strane.

Article 2

In the sense of this Agreement "parties to the Agreement" mean the Market Operator of the one part and the Trader as the balance responsible party (BG_yy) and market participant of the other part.

Članak 3.

Ugovorne strane su suglasne da je postupak sklapanja Ugovora pokrenut (dd.mm.gggg) podnošenjem zahtjeva Trgovca u obliku uredno popunjenog i od ovlaštene osobe ovjerenog obrasca, pod nazivom „Zahtjev tržišnog sudionika za sklapanje ugovora o sudjelovanju na tržištu električne energije“, koji se preuzima s internetskih stranica Operatora tržišta.

Article 3

The parties agree that the procedure for signing of this Agreement was initiated on (dd.mm.yyyy) by the Trader filling in and submitting a complete form that was certified by the competent person entitled "Request of the market participant for signing of the electricity market participation agreement", available on the web site of the Market Operator.

Zahtjev za sklapanje ugovora sadrži službene podatke o Trgovcu, EIC-oznaku Trgovca, podatke o odgovornoj osobi Trgovca i osobama ovlaštenim za dostavu podataka Operatoru tržišta te adrese elektroničke pošte s kojih će Trgovac dostavljati relevantne podatke utvrđene ovim Ugovorom.

The Request for signing of the Agreement shall contain all necessary data about the Trader, the EIC Code of the Trader, data about the responsible person of the Trader and the persons responsible for the delivery of data to the Market Operator and the E-mail addresses that will be used by the Trader for the submittal of the relevant data defined by this Agreement.

Članak 4.

Ugovorne strane su suglasne da je Trgovac s Operatorom prijenosnog sustava sklopio Ugovor o odgovornosti za odstupanje broj xx-xxxx/gggg dana dd.mm.gggg. godine kojim se uređuje njegova odgovornost kao voditelja bilančne grupe za odstupanje bilančne grupe.

Article 4

The contract parties agree that the Trader concluded a Balance Responsibility Agreement with the Transmission System Operator No. xx-xxxx/gggg on dd.mm.yyyy, imposing the responsibility for any deviations of the balance group onto the balance responsible party.

II. PREDMET UGOVORA**II. Scope of the Agreement****Članak 5.****Article 5**

Ovim Ugovorom uređuju se međusobna prava i obveze Operatora tržišta i Trgovca koji nastaju u postupcima i aktivnostima na tržištu električne energije.

This Agreement shall stipulate the mutual rights and obligations of the Market Operator and the Trader created in the proceedings and activities carried out in the electricity market.

Članak 6.

Ovim Ugovorom utvrđuje se:

- način na koji će Trgovac dostavljati Operatoru tržišta svoje ugovorne rasporede i ugovorne rasporede članova bilančne grupe koju vodi,
- način na koji će se između ugovornih strana obavljati razmjena relevantnih podataka i informacija potrebnih za vođenje zakonom utvrđenih evidencija te za odvijanje aktivnosti na tržištu električne energije, sukladno Zakonu o tržištu električne energije i podzakonskim aktima.

III. EVIDENCIJA UGOVORNIH OBVEZA NA TRŽIŠTU ELEKTRIČNE ENERGIJE**Članak 7.**

Odgovornost za pravovremenu dostavu podataka iz sklopljenih ugovora svoje bilančne grupe te sve štetne posljedice neevidentiranja ugovornih obveza, na način kako je to utvrđeno ovim Ugovorom, snosi Trgovac kao voditelj bilančne grupe.

Članak 8.

Potpisivanjem ovog Ugovora Trgovac jamči da su podatci koje dostavlja putem svojih ugovornih rasporeda i ugovornih rasporeda članova bilančne grupe koju vodi, istiniti i da proizlaze iz sklopljenih ugovora i prekogranične razmjene.

Article 6

This Agreement shall regulate:

- the way in which the Trader submits to the Market Operator its contract schedules and the contract schedules of the balance group members for which it is responsible;
- the way in which the contract parties shall exchange the relevant data and information necessary for keeping of the registers as defined by the law and in the context of carrying out of the activities in the electricity market, in conformity with the Electricity Market Act and other ancillary provisions.

III Register of obligations in the electricity market**Article 7**

The responsibility for the timely submittal of the data relating to the concluded agreements within its own balance group and all harmful consequences of not registering the obligations as stipulated under this Agreement shall be borne by the Trader as the balance responsible party.

Article 8

By signing of this Agreement the Trader vouches that the data that are submitted to the balance responsible party under its own contract schedules and the contract schedules of the balance group members for which it is responsible are true and arise from the concluded Agreements and the cross-border exchange.

IV. UGOVORNI RASPOREDI**Članak 9.**

Svoje ugovorne rasporede i ugovorne rasporede članova bilančne grupe, Trgovac obvezno dostavlja Operatoru tržišta kao Excel datoteke u standardnom KISS formatu elektroničkom poštom na adresu: schedule@hrote.hr

U slučaju tehničkih poteškoća pri dostavi ugovornih rasporeda na način utvrđen u stavku 1. ovog članka, Trgovac je obavezan dostaviti ugovorne rasporede putem telefaksa na broj: (01) 63 06 777.

IV Contract schedules**Article 9**

It is the obligation of the Trader to submit its own contract schedules and the contract schedules of the balance group members to the Market Operator in an Excel file using a standard KISS format and the following E-mail address: schedule@hrote.hr

In case of delivery delay problems regarding the submittal of contract schedules as defined in paragraph 1 hereof the Trader shall fax the contract schedules using the following fax number: 01 63 06 777.

Članak 10.

Naziv ugovornog rasporeda Trgovca sastoji se od datuma za koji se podatci unutar njega odnose (dan isporuke), EIC oznake Trgovca, EIC oznake Trgovca, EIC oznake Operatora tržišta te broja verzije ugovornog rasporeda i to u sljedećem obliku:

GGGGMMDD_TPS_EICvoditeljaBG_EICvoditeljaBG_
EICOperatoraTržišta_VVV.xls

Naziv ugovornog rasporeda člana bilančne grupe sastoji se od datuma za koji se podatci unutar njega odnose (dan isporuke), EIC oznake Trgovca, EIC oznake člana bilančne grupe, EIC oznake Operatora tržišta te broja verzije ugovornog rasporeda i to u sljedećem obliku:

GGGGMMDD_TPS_EICvoditeljaBG_EICčlanaBG_EIC
OperatoraTržišta_VVV.xls

Članak 11.

Svaki ugovorni raspored sastoji se od tri radna lista (eng. worksheet) - 'Info', 'Extern' i 'Intern'.

Radni list 'Info' mora sadržavati datum dana isporuke i osnovne podatke o tržišnom sudioniku na kojeg se ugovorni raspored odnosi (naziv tržišnog sudionika, EIC oznaka, adresa, broj telefona za kontakt, broj telefaksa i e-mail).

Radni listovi 'Extern' i 'Intern' u svakom bilateralnom rasporedu moraju sadržavati:

- datum dana isporuke koji mora biti istovjetan onome u nazivu ugovornog rasporeda,
- EIC oznaku regulacijskog područja iz kojeg se električna energija kupuje ili uvozi,

Article 10

The name of the traders contract schedule shall consist of the date to which the data within the contract schedule refer (delivery day), EIC Code of the Trader, EIC Code of the Trader, EIC Code of the Market Operator and the version number of the contract schedule in the following format:

GGGGMMDD_TPS_EICBalanceResponsibleParty_
EICBalanceGroupMember_EICMarketOperator_V
VV.xls

The name of the balance group members contract schedule shall consist of the date to which the data within the contract schedule refer (delivery day), EIC Code of the Trader, EIC Code of the balance group member, EIC Code of the Market Operator and the version number of the contract schedule in the following format:

GGGGMMDD_TPS_EICBalanceResponsibleParty_
EICBalanceGroupMember_EICMarketOperator_V
VV.xls

Article 11

Any contract schedule shall consist of three worksheets: "Info", "Extern" and "Intern".

"Info" worksheet shall contain the day/date of delivery and the main data about the market participant to which the contract schedule relates (name of the market participant, EIC Code, address, telephone number of the contact person, fax number and E-mail address).

"Extern" and "Intern" worksheets shall in each bilateral schedule contain the following elements:

- Day/Date of delivery that must correspond to the day/date provided in the name of the contract schedule;
- EIC Code of the regulatory area from which electricity is purchased or imported;

- EIC oznaku regulacijskog područja u kojem se električna energija prodaje ili izvozi,
- EIC oznaku tržišnog sudionika koji električnu energiju prodaje ili izvozi,
- EIC oznaku tržišnog sudionika koji električnu energiju kupuje ili uvozi,
- EIC oznaku voditelja bilančne grupe,
- verziju bilateralnog rasporeda koji se dostavlja za dan isporuke,
- „Comment“ ćelija: oznake A44 u slučaju trgovine s operatorom prijenosnog sustava u svrhu kompenzacije nenamjernih odstupanja ili A15 u slučaju trgovine s operatorom prijenosnog sustava za potrebe pokrivanja gubitaka električne energije u prijenosnoj mreži,
- iznose kupljene ili prodane električne energije od 00:00 do 24:00 sata, na 15-minutnoj osnovi (sve četiri vrijednosti iste unutar sata).

Članak 12.

Trgovac, koji unutar bilančne grupe ima opskrbljivača, a koji prodaje električnu energiju krajnjim kupcima, prijavljuje njegov ugovorni raspored koji u radnom listu 'Intern' mora sadržavati i stupac u kojem po redcima mora biti navedeno:

- 1. redak - datum dana isporuke koji mora biti istovjetan onome u nazivu ugovornog rasporeda,
- 2. redak - EIC oznaka hrvatskog regulacijskog područja,
- 3. redak - isti kao drugi,
- 4. redak - EIC oznaka člana bilančne grupe,
- 5. redak - A04,
- 7. redak - EIC oznaku voditelja bilančne grupe,

- EIC Code of the regulatory area in which electricity is sold or exported;
- EIC Code of the market participant who sells or exports electricity;
- EIC Code of the market participant who purchases or imports electricity;
- EIC Code of the groups Balance Responsible Party;
- Version number of the bilateral schedule being submitted for the delivery day;
- “Comment” cell: By indicating A44 in the case of trading with the Transmission System Operator with the view to compensating for unanticipated deviations or by indicating A15 in the case of trading with the Transmission System Operator for the purpose of covering for the electricity losses in the transmission network;
- amounts of electricity purchased or sold from 00.00 to 24.00 hours on a 15-minute basis (where all four values are identical within an hour).

Article 12

Where a Trader has a Supplier within a balance group and sells the electricity to final consumers shall notify its contract schedule containing in its working sheet “Intern” also one column that would indicate in separate rows therein the following data:

- First Row – Delivery day/date which must correspond to the day/date identified in the name of the contract schedule;
- Second Row – EIC of the Croatian regulatory area;
- Third Row – the same as the second row;
- Fourth Row– EIC of the balance group member;
- Fifth Row – A 04;
- Seventh Row – EIC Code of the groups Balance Responsible Party;

- 8. redak - verzija bilateralnog rasporeda koji se dostavlja za dan isporuke,
- iznosi isporuke električne energije, za sve kupce ukupno, od 00:00 do 24:00 sata, na 15-minutnoj osnovi (sve četiri vrijednosti iste unutar sata).

Članak 13.

U svrhu izvršenja obveze opskrbljivača, ako je član bilančne grupe čiji je Trgovac voditelj, radni list 'Intern' mora sadržavati i jedan stupac u kojem po redcima mora biti navedeno:

- 1. redak - datum dana isporuke koji mora biti istovjetan onome u nazivu ugovornog rasporeda,
- 2. redak - EIC oznaka hrvatskog regulacijskog područja,
- 3. redak - isti kao drugi,
- 4. redak - EIC oznaka Operatora tržišta,
- 5. redak - EIC oznaka opskrbljivača – člana bilančne grupe,
- 7. redak - EIC oznaku voditelja bilančne grupe,
- 8. redak - verzija rasporeda preuzimanja koji se dostavlja za dan isporuke,
- iznosi pripadajućeg udjela koje član bilančne grupe preuzima od Operatora tržišta, od 00:00 do 24:00 sata, na 15-minutnoj osnovi (sve četiri vrijednosti iste unutar sata).

Članak 14.

Ogledni primjer ugovornog rasporeda nalazi se na

- Eighth Row – Version of the bilateral schedule that is submitted for the delivery day;
- Electricity delivery volumes cumulative for all buyers from 0.00 – 24.00 hours on a 15-min basis (where all four values are identical within an hour).

Article 13

For the purpose of meeting the obligation of the Supplier, provided that it is a balance group member whose Trader is a responsible party, the "Intern" worksheet shall also contain one column indicating in separate rows the following data:

- First Row – Delivery day/date which must correspond to the day/date identified in the name of the contract schedule;
- Second Row – EIC of the Croatian regulatory area;
- Third Row – the same as the second row;
- Fourth Row – EIC of the Market Operator;
- Fifth Row – EIC of the Supplier – balance group member;
- Seventh Row – EIC Code of the groups Balance Responsible Party;
- Eighth Row – Version number of the off-take plan that is submitted for the delivery day;
- Relative share that the balance group member off-takes from the Market Operator from 0.00 – 24.00 hours on a 15-min basis (where all four values are identical within an hour).

Article 14

A sample copy of the contract schedule is available on the web site of the Market

internetskim stranicama Operatora tržišta.

Operator.

Članak 15.

U slučaju promjena u ugovornim rasporedima bilančne grupe, Trgovac Operatoru tržišta dostavlja promijenjene ugovorne rasporede, koji će u nazivu sadržavati verziju uvećanu za 1 u odnosu na prethodno dostavljeni ugovorni raspored. Također, u bilateralnom rasporedu, tj. u stupcu u kojem je došlo do promjene, verzija mora biti uvećana za 1 u odnosu na prethodnu.

Članak 16.

Operator tržišta, pri izradi tržišnog plana, uzima u obzir zadnje, ispravne, od voditelja bilančne grupe dostavljene verzije ugovornih rasporeda sukladno Pravilima.

Članak 17.

Ugovorni rasporedi koje dostavlja Trgovac moraju biti uravnoteženi tako da satni plan ukupne kupnje odgovara satnom planu ukupne prodaje električne energije.

Članak 18.

Bilateralni raspored koji se odnosi na prekograničnu razmjenu električne energije mora biti u skladu s dodijeljenim prekograničnim prijenosnim kapacitetom.

Article 15

Where there is a change in the contract schedules of the balance group, the Trader shall communicate to the Market Operator revised contract schedules that shall contain in their names a number increased by 1 relative to the number used in the name of the previously delivered contract schedule. At the same time, the version number indicated in the bilateral schedule, i.e. in the column that underwent the change the version number should be increased by 1 compared with the previous version.

Article 16

In working out the market plan the Market Operator shall take into account the last delivered and correct versions of the contract schedules that have been approved by the balance responsible party in compliance with the above mentioned Rules.

Article 17

The contract schedules that are submitted by the Trader shall be balanced so that the hourly plan of the total power purchase corresponds to the hourly plan of the total electricity sold.

Article 18

The bilateral schedule involving cross-border electricity exchange shall be in compliance with the allocated cross-border transmission capacities.

Članak 19.

U slučaju da Operator tržišta zatraži od Trgovca ispravak ugovornih rasporeda, Trgovac će promijeniti ugovorne rasporede sukladno zatraženim ispravicima na način utvrđen u članku 15. ovog Ugovora.

Ispravljene ugovorne rasporede s označenom novom verzijom Operator tržišta će uvrstiti u Tržišni plan sukladno Pravilima.

V. KORIŠTENJE PODATAKA**Članak 20.**

Trgovac se obvezuje da će sve podatke na obrascima navedenim u ovom Ugovoru i objavljenim na internetskim stranicama Operatora tržišta popunjavati u elektroničkom obliku.

Članak 21.

Ugovorne strane su suglasne da će smatrati vjerodostojnim samo one podatke koje je Trgovac dostavio Operatoru tržišta:

- u obrascima definiranim ovim Ugovorom sa svim potrebnim podacima koji jamče identitet Trgovca,
- putem pošte, telefaksa i elektroničkom poštom s adresa navedenih u Zahtjevu za sklapanje ugovora,
- od strane ovlaštenih osoba za dostavu podataka, koje je Trgovac naveo u Zahtjevu za sklapanje ugovora.

Članak 22.

Ugovorne strane se obvezuju da će sve podatke i informacije koje međusobno razmjenjuju koristiti isključivo u svrhu sudjelovanja Trgovca na tržištu

Article 19

In case that the Market Operator asks the Trader to revise the contract schedules the Trader shall make the necessary changes of the contract schedules in line with the requested corrections and in the format in which these revisions are made pursuant to Article 15 hereof.

The revised contract schedules containing a new version number shall be incorporated in the Market Plan by the Market Operator.

V Use of data**Article 20**

The Trader shall electronically fill in all the forms referred to in this Agreement that are published on the web site of the Market Operator.

Article 21

The parties agree that only the following data submitted by the Trader to the Market Operator shall be considered credible and valid:

- data submitted in the forms defined under this Agreement and all necessary data vouching for the identity of the Trader;
- data contained in the mail, faxes and E-mails sent from the addresses indicated in the Request for signing of the Agreement;
- data communicated by responsible persons for communication of data that have been listed by the Trader in the Request for signing of the Agreement.

Article 22

The parties shall use all the mutually exchanged data and information solely for the purpose of participating of the Trader in the electricity

električne energije na način utvrđen ovim Ugovorom i sukladno Pravilima.

market as provided under this Agreement and in line with the above mentioned Rules.

Članak 23.

Trgovac potpisom ovog Ugovora daje svoj pristanak da Operator tržišta može koristiti službene podatke i određene informacije o Trgovcu kao tržišnom sudioniku, za potrebe vlastitih evidencija te u svrhu objavljivanja određenih podataka u okviru zakonskih ovlaštenja, a posebno onih ovlaštenja koja Operator tržišta ima kao tijelo javne vlasti temeljem Zakona o pravu na pristup informacijama.

Article 23

By signing of this Agreement the Trader gives its consent on the basis of which the Market Operator may use the official data and particular information about the Trader as the market participant, for the purpose of its own register and with the view to publishing of certain data within its legal powers, particularly within the powers that are vested in the Market Operator as a public authority under the Access to Information Act.

VI. TRAJANJE I RASKID UGOVORA

VI Duration and termination of the Agreement

Članak 24.

Ovaj Ugovor sklapa se na neodređeno vrijeme.

Article 24

This Agreement is concluded for an unlimited period.

Članak 25.

Ugovorne strane su suglasne da se ovaj Ugovor raskida u sljedećim slučajevima:

Article 25

The parties agree that this Agreement shall cease to take effect:

- istekom razdoblja za koje se izdaje dozvola koja je Trgovcu izdana za obavljanje energetske djelatnosti ili oduzimanjem iste dozvole od strane ovlaštenog tijela prije isteka razdoblja za koje se izdaje,
- prestankom važenja ili raskidom ugovora o odgovornosti za odstupanje iz članka 4. ovog Ugovora,
- u slučaju nepravovremene dostave sredstava osiguranja plaćanja iz poglavlja VII. ovog Ugovora.

- after the expiry of the period for which the license has been issued to the Trader for the performance of the energy activity or where this license has been revoked by the competent authority before the expiry of the period for which it has been issued;
- due to the expiry or cancellation of the Agreement on responsibility for deviation referred to in Article 4 hereof;
- in case of untimely submittal of payment guarantee referred to in Chapter VII hereof.

Article 26.

Operator tržišta može raskinuti ovaj Ugovor ako utvrdi da Trgovac ne ispunjava obveze preuzete Ugovorom.

Otkazni rok za raskid Ugovora je 8 dana od dana dostave pisane obavijesti o raskidu Ugovora.

Po isteku otkaznog roka Trgovac gubi pravo sudjelovanja na tržištu električne energije.

Operator tržišta se obvezuje da će, prije podnošenja pisane obavijesti o raskidu Ugovora, dostaviti Trgovcu prethodno pisano upozorenje o neizvršavanju preuzetih obveza i mogućnosti raskida Ugovora u slučaju nastavka takvog postupanja.

Članak 27.

Trgovac može zatražiti raskid ovog Ugovora u pisanom obliku sukladno Pravilima.

Članak 28.

Ugovorne strane su suglasne da će se izvršenje ovog Ugovora privremeno obustaviti samo u slučaju nastanka više sile propisane Zakonom o energiji, o kojem će Operator tržišta obavijestiti Trgovca pisanim putem.

VII. SREDSTVA OSIGURANJA PLAĆANJA**Članak 29.**

Trgovac je obvezan u roku od 10 dana od dana sklapanja ovog Ugovora, u svrhu osiguranja plaćanja po ovom Ugovoru, predati Operatoru tržišta neprenosivu, neopozivu, bezuvjetnu bankarsku garanciju u korist Operatora tržišta, naplativu na prvi pisani poziv, u obliku propisanom u Prilogu 1. ovog Ugovora, u iznosu od 10.000,00 (desettisuća)

Article 26

The Market Operator may terminate this Agreement if it establishes that the Trader has not been meeting its obligations under the Agreement.

The termination period is 8 days from the day of the receipt of the termination notice.

After the expiry of the notice period the Trader shall lose its right to participate in the electricity market.

Before sending a letter of termination, the Market Operator shall remind the Trader in writing about the Trader's non-compliance with the undertaken commitments and explain the possibilities of termination of the Agreement should the Trader continue to behave in the manner that raises concerns.

Article 27

The Trader may ask for termination of the Agreement at issue in writing in compliance with the relevant Rules.

Article 28

The parties agree that the execution of this Agreement shall be temporarily suspended only in case of force majeure defined by the Energy Act and of which the Trader will be informed in writing by the Market Operator.

VII Guarantee of payment**Article 29**

With the view to securing payment under this Agreement, the Trader shall within a time period of 10 days from the day of the conclusion of this Agreement present to the Market Operator a non-transferrable, irrevocable and unconditional bank guarantee in favour of the Market Operator, payable on the first written call, in the

kuna, izdanu od poslovne banke prihvatljive Operatoru tržišta, s rokom važenja osiguranja 12 mjeseci.

Visina iznosa osiguranja plaćanja utvrđuje se prema zbroju tromjesečne obveze Trgovca na ime plaćanja mjesečne i godišnje naknade za organiziranje tržišta električne energije. Visina iznosa naknade se utvrđuje prema propisanom iznosu naknade iz Odluke o naknadi za organiziranje tržišta električne energije („Narodne novine“, br. 94/07 i 38/12).

Visina iznosa osiguranja plaćanja iz stavka 1. ovog članka utvrđena je sukladno činjenici da Trgovac do trenutka sklapanja ovog Ugovora nije sudjelovao na tržištu električne energije u ulozi voditelja bilančne grupe ili člana bilančne grupe.

Obrazac Bankarske garancije nalazi se u Prilogu 1. ovog Ugovora i njegov je sastavni dio.

Članak 30.

U slučaju da Trgovac ne podmiruje svoje obveze u ugovorenom roku Operator tržišta zadržava pravo naplate putem ugovorenih instrumenata osiguranja plaćanja.

Aktiviranjem dijela ili cjelokupnog iznosa instrumenta osiguranja plaćanja, Trgovac je dužan u roku 10 dana od dana aktiviranja dostaviti Operatoru tržišta novi istovjetan instrument osiguranja plaćanja.

Članak 31.

Trgovac se obvezuje da će najkasnije do isteka roka važenja prve bankarske garancije, a koju je dostavio

form provided in Appendix 1 to this Agreement, amounting to HRK 10,000 (ten thousand Kuna), issued by a commercial bank that is acceptable to the Market Operator, with the validity period of 12 months.

The payment guarantee amount shall depend on the sum of the three-month-payment obligation of the Trader involving the monthly and annual fees payable for the organization of the electricity energy market. The fee level is determined in compliance with the fee stipulated under the Decision on the electricity market fee, Official Gazette 94/07 and 38/12.

The payment guarantee amount referred to under paragraph 1 of this Article has been defined taking into account the fact that until this Agreement is concluded the Trader has not participated in the electricity market as a balance responsible party or a balance group member.

The form of the bank guarantee is attached to Appendix 1 to this Agreement as its constituent part.

Article 30

Should the Trader fail to meet its obligations and liabilities within the agreed time period the Market Operator shall be entitled to demand payment in compliance with the agreed guarantees of payment.

By invoking a part or a full amount of the guarantee (payment instruments that secure the payment), the Trader shall within a time period of 10 days after the day on which the guarantee was invoked, forward to the Market Operator a new, identical payment security instrument.

Article 31

At the latest until the expiry date of the first bank guarantee that was presented at the conclusion

prilikom sklapanja ovog Ugovora, za svakih sljedećih 12 mjeseci dostaviti Operatoru tržišta novu bankarsku garanciju, u visini zbroja iznosa tromjesečne obveze Trgovca na ime plaćanja mjesečne i godišnje naknade za organiziranje tržišta električne energije.

Članak 32.

Ugovorne strane su suglasne da će u razdoblju važenja ovog Ugovora, iznos za svaku novu bankarsku garanciju iz članka 31. ovog Ugovora utvrđivati Operator tržišta te će najkasnije 20 dana prije isteka roka važenja bankarske garancije izdane za prethodnih 12 mjeseci, dostaviti pisanu obavijest Trgovcu o iznosu nove bankarske garancije.

Članak 33.

U slučaju da se iznos tromjesečne obveze Trgovca tijekom važenja bankarske garancije poveća za više od 30% Trgovac je obvezan, u roku od 10 dana od primitka pisanog zahtjeva Operatora tržišta, dostaviti Operatoru tržišta dodatne instrumente osiguranja plaćanja, do visine povećanja tromjesečne obveze Trgovca.

Visinu povećanog iznosa tromjesečne obveze Trgovca iz stavka 1. ovog članka, koja je temelj za izdavanje novih instrumenata osiguranja utvrđuje Operator tržišta, prema podacima o visini mjesečne naknade za organiziranje tržišta električne energije.

VIII. RJEŠAVANJE SPOROVA

Članak 34.

Ugovorne strane će sve eventualne sporove koji

of this Agreement, the Trader shall forward to the Market Operator for each following period of 12 months a new bank guarantee amounting to the sum of the three-months payment obligation of the Trader corresponding to the monthly and annual fee payable for the organization of the electricity market.

Article 32

The parties agree that as long as this Agreement is in effect the amount of any new bank guarantee referred to under Article 31 hereof shall be determined and communicated to the Trader in writing by the Market Operator at the latest 20 days before the expiry day of the valid bank guarantee issued for the previous 12 months.

Article 33

In the event that during the validity of the relevant bank guarantee the level of the three-month-obligation of the Trader increases by more than 30 %, the Trader shall within 10 days following the receipt of the written request of the Market Operator, communicate to the Market Operator additional payment security instruments, up to the level of the increase of the three-month-obligation of the Trader.

The level of the increased three-month fee payable by the Trader under paragraph 1 hereof that serves as the basis for issuing of new payment security instruments shall be determined by the Market Operator in compliance with the data on the monthly fee for the organization of the electricity market.

VIII Dispute resolution

Article 34

The parties shall seek to settle any dispute that

mogu proizaći iz odredbi ovog Ugovora pokušati riješiti mirnim putem.

U slučaju da se spor ne uspije riješiti na miran način, ugovorne strane su suglasne da će spor riješiti pred stvarno nadležnim sudom u Zagrebu.

may arise in connection with this Agreement by conciliation between the parties.

Should conciliation between the parties not be possible the parties agree that the competent court in Zagreb that decides in the subject matter concerned shall decide in settling the dispute.

IX. ZAVRŠNE ODREDBE

Članak 35.

Trgovac je dužan u što kraćem roku pisanim putem prijaviti Operatoru tržišta svaku promjenu podataka iz obrasca Zahtjeva za sklapanje ovog Ugovora.

Članak 36.

Ugovorne strane su suglasne da će se u slučaju promjena odredbi Zakona o obnovljivim izvorima energije i visokoučinkovitoj kogeneraciji, Zakona o tržištu električne energije i propisa koji su temelj za sklapanje ovog Ugovora te u slučaju uvođenja novih formata i aplikacija za dostavu podataka, odredbe ovog Ugovora mijenjati i dopunjavati sklapanjem dodataka Ugovoru.

Članak 37.

Ako neka od odredbi ovog Ugovora postane nevažeća, sve ostale obveze iz Ugovora ostaju na snazi i proizvode pravne učinke.

Članak 38.

Ovaj Ugovor stupa na snagu danom obostranog potpisa ugovornih strana.

IX Final provisions

Article 35

The Trader shall as soon as possible notify the Market Operator in writing about any changes of the data that are contained in the Request for signing of this Agreement.

Article 36

The parties agree that in the case of any revisions of the Act on Renewable Energy Production and Effective Combined Heat and Power Production (cogeneration), the Electricity Market Act or any other provisions pursuant to which this Agreement is concluded, or in the event of introduction of any new formats or applications for the notification of the data, the provisions of this Agreement will be adequately changed and amended in an Agreement addendum.

Article 37

Should any provision under this Agreement become invalid all other provisions therein shall remain in effect and produce legal effects.

Article 38

This Agreement shall come into force upon signature by both contracting parties.

Članak 39.

Ovaj Ugovor sastavljen je u tri istovjetna primjerka, od kojih svaka ugovorna strana zadržava po jedan, a jedan se primjerak dostavlja Hrvatskoj energetskej regulatornoj agenciji.

Article 39

This Agreement has been drawn up in three identical copies whereby each party receives one copy whereas one copy shall be forwarded to the Croatian Energy Regulatory Agency.

Članak 40.

U slučaju spora primjenjuje se hrvatska verzija Ugovora.

Article 40

In the event of any dispute, the Croatian version of this Contract prevails.

Za Operatora tržišta

Direktor

Boris Abramović

(potpis i pečat)

**Signed, for and on behalf of the Market
Operator by
Director**

Boris Abramović

(Signed and sealed)

Za Trgovca

Direktor

(potpis i pečat)

Signed, for and on behalf of the Trader by

CEO

(Signed and sealed)