

1. Joint Stock Company "Electric Network of Serbia" Belgrade, Str. Kneza Miloša 11, ID number 20054182, TIN 103921661 (hereinafter: *Auction Office* or *JSC EMS*), represented by Mr. Aleksandar Kurćubić, Executive Director for Management and Market (authorization of the General Director of *JSC EMS* No. 900-00-OPP-277/2020-026 of 20.11.2020)

2. XXXXX, in _____ St. _____, registration number _____, TIN _____, *EIC* _____ (hereinafter: *Market Participant*), represented by _____ (title of the person authorized to represent),

conclude:

Agreement on participation in auctions for allocation of the right to use cross-border transmission capacity

(hereinafter: the *Contract*)

Article 1. Subject of the agreement

With this Agreement, the *Auction Office* and the *Market Participant* regulate their mutual relations regarding the exercise of the right of the *Market Participant* to participate in the *Auctions* for allocation of transmission capacities at the border of regulatory areas *JSC EMS* Belgrade and *NOSBiH* and rights and obligations in case of capacity allocation at the *Auction*. *Rules* for annual and monthly auctions for the allocation of transmission capacities at the border of the regulatory areas of *JSC EMS* Belgrade ("EMS") and the *Independent System Operator in Bosnia and Herzegovina* ("NOSBiH") for 2023 .

The *Auction Rules* are published on the *Auction Office* website www.ems.rs and form an integral part of this Agreement.

Terms used in this Agreement have the same meaning as in the *Auction Rules* Definitions.

Article 2 Market Participant Statement

The *Market Participant* declares that it is fully acquainted with the *Auction Rules* and undertakes to respect and irrevocably accept, without any reservations and restrictions, the provisions of the *Auction Rules*, as well as possible published subsequent amendments to the *Auction Rules* of which the *Market Participant* will be notified in a timely manner, in accordance with Article 13.5 of the *Auction Rules*.

The market participant warrants that the information in Appendix 1 to this Agreement is accurate and complete.

The *market participant* shall also declare that it is registered in accordance with the laws of the country of origin, that it has not gone bankrupt, that no liquidation proceedings have been instituted against it, that no judicial or other proceedings have been instituted against it which could jeopardize compliance with the conditions specified in *Auction rules*, as well as that there are no outstanding debts to the *Auction Office* or *NOSBiH*.

Article 3

Obligations of the Auction Office and Market Participants

The Auction Office and the Market Participant undertake to perform their duties professionally and to act in accordance with their obligations under the Agreement and the Auction Rules which form an integral part of this Agreement.

Article 4

Applicable Law and Dispute Resolution

The law of the Serbia is applicable to this Agreement.

In the event of disputes that may arise due to the application of the Agreement and the *Auction Rules* as its integral part or due to their violation, cancellation or invalidation, the *Auction Office* and the *Market Participant* should work on finding a mutually acceptable solution. The party who invokes the existence of reasons for the dispute is obliged to submit to the other party a reasoned notification on the existence of reasons for the dispute which will state the violated article from the Agreement and *Auction Rules*, inviting the other party to resolve the dispute amicably.

In the event that the *Auction Office* and the *Market Participant* do not reach an acceptable settlement amicably within thirty (30) days from the first notification of the reason for the dispute, the contracting parties agree that the should dispute be resolved in front of the Commercial Court in Belgrade.

The place of realization of all obligations of the *Market Participants* that are the result of this Agreement is the registered office of the *Auction Office*.

Article 5

Data confidentiality

The Parties agree that the obligations defined in this Agreement and the information provided during the implementation of this Agreement are considered confidential and will not be disclosed or disclosed to any third party.

If it is necessary to submit such information to state bodies, organizations and institutions, ie bodies of international organizations, of which the Serbia or *JSC EMS* is a member, each party shall notify the other Party in writing before submitting any information.

Article 6

The list of authorized representatives of *Market Participants* (Appendix 1) is an integral part of the Agreement. Each *Market Participant* may change its list of authorized representatives or other information listed in Annex 1 of the Agreement by submitting a validly signed Annex 1 of the Agreement to the *Auction Office*.

Article 7

This Agreement shall enter into force upon signature by the authorized representatives of the *Market Participants* and the *Auction Office* and shall cease to be valid on 31.12.2023.

This Agreement is made in 3 (three) identical copies, of which 2 (two) for the *Auction Office*, and 1 (one) for the *Market Participant*.

For *Market Participant*

Date: _____

Signature

For *JSC EMS Belgrade*

Date: _____

Signature

Appendix to Annex 1
List of authorized representatives of the Auction Participants

The *Auction Participant* appoints the following persons who are authorized to act on behalf of the *Auction Participant*

- for signing the *Contract*

Name	Phone No.	Mobile No.	Fax	E-mail

- to sign the Statement on taking over and using the electronic certificate (Annex 6) for a registered *Auction Participant*, in accordance with the *Auction Rules*.

Name	Phone No.	Mobile No.	Fax	E-mail

- for submission of *Auction Bids* to the *Auction Office*, including submission of *Auction Bids* in case of alternative monthly *Auction Procedures* (in accordance with Annex 4)

Name	Phone No.	Mobile No.	Fax	E-mail

- for financial issues

Name	Phone No.	Mobile No.	Fax	E-mail

Contract submission address:	
Address for delivery of proforma invoice / invoice:	
E-mail for sending proforma invoice / invoice:	

UNOFFICIAL TRANSLATION

The *Auction Participant* declares that each *User* has been trained and has received instructions in accordance with the applicable *Auction Rules*.

The *Auction Participant* is obligated to immediately notify the *Auction Office* of any changes to the information in this form.

Date:

For the *Auction Participant*

Signature