

1. Joint Stock Company "Elektromreža Srbije" Belgrade, Kneza Miloša 11, registration number 20054182, PIB 103921661 (hereinafter: Auction Office or EMS AD), represented by Aleksandar Kurćubić, Executive Director for Management and Market (authorization of the General Director of EMS AD No. 900-00-OPP-277/2020-026 of 20.11.2020. year)

2. XXXXX, in \_\_\_\_\_ Str. \_\_\_\_\_ registration number \_\_\_\_\_, PIB \_\_\_\_\_, EIC \_\_\_\_\_ (hereinafter: Auction Participant, represented by \_\_\_\_\_ (function of the person authorized to represent),

conclude:

## **Agreement on Participation in Auctions for the Capacity Allocation („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 control areas EMS AD Belgrade and CGES and rights and obligations in case of capacity allocation at the Auction, in accordance with the rules for yearly and monthly auctions for the allocation of transmission capacities at the border of the control areas EMS AD Belgrade (“EMS”) and Crnogorski elektroprenosni sistem ad (“CGES”) for 2022 year.

The Auction Rules are published on the Auction Office’s website [www.ems.rs](http://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 he 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 due time in accordance with Article 13.5 of the Auction Rules.

The Market Participant guarantees that the information in Appendix 1 of this Agreement is accurate and complete.

The Market Participant shall also declare that he is registered in accordance with the laws of the country of origin, that he has not gone bankrupt, that no liquidation proceedings have been instituted against it, that no judicial or other proceedings have been instituted against him that

could threaten compliance with the conditions specified in Auction rules, as well as that there are no outstanding debts to the Auction Office or CGES.

**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 Republic of Serbia is applicable to this Agreement.

In case 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, termination or invalidation, the Auction Office and the Market Participant shall endeavor to reach an amicable settlement. 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 case that the Auction Office and the Market Participant do not reach an acceptable solution amicably within thirty (30) days from the first notification of the reason for the dispute, the contracting parties agree that the dispute be resolved before 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 revealed to any third party.

If it is necessary to submit such information to state bodies, organizations and institutions, i.e. bodies of international organizations, of which the Republic of Serbia or EMS AD 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 become valid upon signature by the authorized representatives of the Market Participants and the Auction Office and shall cease to be valid on December 31 2022.

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 EMS AD Belgrade

Date: \_\_\_\_\_

\_\_\_\_\_

Signature

## Annex - Appendix 1

### A list of authorized representatives of the market participant

The *Auction Participant* appoints the following persons to be authorized to act on behalf of *Auction Participant*:

- for signing the *Contract*

Name	Telephone No.	Mobile phone No.	Fax No.	E-mail

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

Name	Telephone No.	Mobile phone No.	Fax No.	E-mail

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

Name	Telephone No.	Mobile phone No.	Fax No.	E-mail

- for financial issues

Name	Telephone No.	Mobile phone No.	Fax No.	E-mail

<b>Valid postal address for sending the Agreement:</b>	
<b>Valid postal address for sending the invoices:</b>	

<b>Official e-mail for sending invoices:</b>	
--	--

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

The *Auction Participant* undertakes to immediately notify the *Auction Office* in case of any changes identified in the table above.

For the *Auction Participant*

Date: \_\_\_\_\_

\_\_\_\_\_

Signature