

## **Annex 1 Agreement**

1. Joint stock company Elektromreža Srbije Beograd, Kneza Miloša 11 street, company registration number: 20054182, TIN 103921661 (hereinafter referred to as: the Allocation Office or JSC EMS) represented by Mr. Duško Aničić, Executive Director for System Operation and Market (under the EMS General Manager's Authorisation no. \_\_\_\_\_ of \_\_\_\_\_)

2. XXXXX, \_\_\_\_\_ (place, address), company registration number: \_\_\_\_\_, TIN \_\_\_\_\_, EIC \_\_\_\_\_, ACER/REMIT Code \_\_\_\_\_ (hereinafter referred to as: the Market Participant), represented by \_\_\_\_\_ (title of the person authorised to represent the company),

enter into

### **Agreement on Participation in the Auctions for Allocation of the Right to Use the Cross-Border Transmission Capacity**

(hereinafter: the Agreement)

#### **Article 1 Subject-matter of the Agreement**

By means of this Agreement the Allocation office and the Market Participant regulate their mutual relations in respect of exercising the rights of the Market Participant to participate in the Auctions for transmission capacities at the border between the bidding zone of JSC EMS Beograd and Transelectrica and rights and obligations in case of allocation of the capacity in the Auction, pursuant to the Daily Auction Rules for the Allocation of Cross Zonal Capacities at the Border between the Bidding Zones of EMS AD Beograd ("EMS") and C.N.T.E.E. Transelectrica S.A. ("Transelectrica") for 2023.

Auction Rules are published on the Allocation Office's website: [www.ems.rs](http://www.ems.rs) and constitute an integral part of this Agreement.

Terms used in this Agreement have the same meaning as the terms mentioned in the Definitions of the Daily Auction Rules.

#### **Article 2 Declarations of the Market Participant**

Market Participant declares that it has gained full understanding of the Daily Auction Rules and hence it commits itself to abide to and to irrevocably accepts, without any reservations and limitations, the provisions of the Daily Auctions Rules as well as any later published amendments to the Daily Auction Rules, which will be notified to the Market participant in due time, compliant to the Article 11.5 of the Daily Auction Rules.

Market Participants warrants that the data and information contained in the Appendix to this Agreement are true, accurate and complete.

Market Participant declares that it has been incorporated and validly existing under the laws of its country of incorporation, that it has not gone bankrupt, that no liquidation procedure nor any court procedure or other procedure have been conducted against it, which might affect the fulfilment of the conditions specified in the Daily Auction Rules, as well as that it has no unsettled amounts due to the Allocation Office or C.N.T.E.E. Transelectrica S.A..

### **Article 3**

#### **Obligations of the Allocation Office and Market Participant**

The Allocation Office and the Market Participant undertake to professionally discharge their respective duties and to act in line with their respective obligations set out in the Agreement and the Daily Auction Rules which form an integral part of this Agreement.

### **Article 4**

#### **Applicable Law and Dispute Settlement**

This Agreement shall be governed by the Laws of the Republic of Serbia.

In case of a dispute which may arise as result of application of the Agreement and Auctions Rules as its integral part, or as result of breaching, suspending or declaring them null and void, the Allocation Office and the Market Participant need to put efforts in finding the mutually acceptable solution. A party to the Agreement who invokes the reason for a dispute is obligated to provide the other party with the justified notification on the existence of the reason for dispute; namely the notification will mention which article of the Agreement and Daily Auction Rules has been breached and it will include the invitation to the other party for amicable settlement

Where the Allocation Office and the Market Participant failed to reach an acceptable amicable settlement within thirty (30) days as of the first notification about the reason for dispute, the Parties to the Agreement concur that the resolution to dispute should be sought before the Commercial Court in Belgrade.

The place where the Market Participant shall discharge all its obligations arising from this Agreement is the official headquarter of the Allocation Office.

### **Article 5**

#### **Non-disclosure**

Parties concur that the obligations stipulated in this Agreement, as well as the information provided over the course of implementation of the Agreement shall be deemed confidential and shall not be published or disclosed to any third party.

Should any such information need to be submitted to the state authorities, organisations and institutions, or to the bodies of the international organisations whose members are the Republic of Serbia and/ or JSC EMS, each party shall send written notification to the other party before providing any information.

### **Article 6**

The list of Authorized Market Participants (Appendix 1) is an integral part of the Agreement.

Each Market Participant may change its list of authorized representatives or other information specified in Appendix 1 by submitting a validly signed Appendix 1 to the Allocation Office.

**Article 7**

This Agreement enters into force after being signed by authorised representatives of the Market Participant and the Allocation Office and expires on 31.12.2023.

This Agreement is executed in three (3) identical copies, two (2) of which are for the Allocation Office and one (1) copy is for the Market Participant.

*For Market Participant*

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

\_\_\_\_\_

Signature

For JSC EMS Beograd

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

\_\_\_\_\_

Signature

## Annex 1 - Attachment 1

### A list of authorized representatives of the Registered Participant

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

- for signing of the *Contract*

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

- for signing of the Declaration on take-over and use of electronic certificate (Annex 6) for the *Registered Participant* according to *Daily Auction Rules*

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

- for submitting bids to *Allocation Office*

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 *Registered Participant* is obliged to inform *Allocation Office* promptly in case of any changes identified in the table above.

Date:

For the *Registered Participant*

\_\_\_\_\_  
Signature