

Hrvatski operator tržišta energije d.o.o., Zagreb, Miramarska 23,

Registration Number: 080517130,

Tax Number: 1924419,

Personal Identification Number: 75801633608,

EIC Code: 31XHROTE-----O,

Represented by the General Manager _____ (hereinafter: **Market Operator**)

And

(Name of the Producer, Address)

Registration Number: _____ ,

Tax Number: _____ ,

Personal Identification Number: _____ ,

EIC Code: _____ ,

Represented by _____ (hereinafter: **Producer**)

are entering into the following

AGREEMENT REGULATING MUTUAL RELATIONS IN THE ELECTRICITY MARKET

Number: P-__/2010

I. INTRODUCTORY PROVISIONS

Article 1

This Agreement is entered into on the basis of the Electricity Market Rules (Official Gazette 135/06), in order to regulate mutual rights and obligations of the Market Operator and the Producer as a market participant in the organized electricity market.

Article 2

In this Agreement the term "Parties" means the Producer on one side and the Market Operator on the other side.

Article 3

The Parties agree that the process of entering into the Agreement has been initiated by the Producer by submitting the form "Request for the Agreement", available on the internet pages of the Market Operator.

The Request for the Agreement contains the Producer's official data and EIC Code, the data on the Producer's responsible person and persons authorized for data submission to the Market Operator, and the e-mail addresses from which the Producer shall submit the relevant data defined in this Agreement.

Article 4

The Parties agree that the Producer and the Transmission System Operator have entered into the Balancing Energy Contract number _____ dated _____ .

II. SCOPE OF THE AGREEMENT

Article 5

This Agreement regulates the relations between the Market Operator and the Producer pertinent to procedures and activities on the electricity market.

Article 6

This Agreement regulates the procedure by which the Producer submits to the Market Operator data from the Bilateral Electricity Trade Contract (hereinafter: Trade Contract), and the contractual schedules. It also regulates the procedure for exchange of relevant data and information necessary for recording of contractual obligations requested by law as well as performing activities on the electricity market in accordance with the law and secondary legislation.

III. RECORDING OF CONTRACTUAL OBLIGATIONS ON THE ELECTRICITY MARKET

Article 7

The Producer shall submit data from the Bilateral Electricity Trade Contracts on the prescribed form: "EXCERPT FROM BILATERAL ELECTRICITY TRADE CONTRACT", available on the internet pages of the Market Operator. The Producer shall submit the excerpt to the Market Operator by registered mail to the address: Hrvatski operator tržišta energije d.o.o., Zagreb, Miramarska 23/V and additionally by fax to the number: (01) 63 06 778 or by e-mail on the address: schedule@hrote.hr.

The Trade Contract shall be considered submitted and recorded by the earliest date of the excerpt arrival on the address of the Market Operator by any of the means from the first paragraph of this Article.

Article 8

Only the contract recorded by the Market Operator according to this Agreement is the basis for the submission of contractual schedules.

Article 9

In the case of Market Operator receiving the contractual schedule for which there is no recorded Trade Contract, the Market Operator shall inform the Producer and request immediate submission of data from the contract in order to register such a contract. If the Producer fails to submit requested data, the contract shall be considered nonexistent and the submitted contractual schedule shall be invalid and shall not enter into Market Plan.

In exemption, for the case of short term Trade Contract for which the Excerpt from Bilateral Electricity Trade Contract was not timely submitted due to technical difficulties in the submission, the Market Operator reserves the right to accept the submitted schedule based on such a contract with the obligation of the Producer to submit the excerpt immediately after resolution of the technical problem.

The Producer bears responsibility for timely submission of data from the Trade Contracts and all consequences of not recording the contractual obligations in the way established under this Agreement.

Article 10

By signing of this Agreement the Producer warrants that the data submitted for recording of contractual obligations are truthful and result from concluded Trade Contracts.

IV. CONTRACTUAL SCHEDULES

Article 11

The Producer shall submit the contractual schedule to the Market Operator as Excel file in the standard KISS format by e-mail to the address: schedule@hrote.hr.

In case of technical difficulties in the submission of contractual schedule as prescribed in paragraph 1 of this Article, the Producer shall submit the contractual schedule at the fax number: (01) 63 06 778.

Article 12

The name of the contractual schedule consists of the date which the contained data are related to (delivery day), EIC Code of the sender, EIC Code of the Croatian control area and version number of the contractual schedule in the following form:

YYYYMMDD_sender_10YHR-HEP-----M_version.xls

Article 13

Each contractual schedule consists of three worksheets - 'Info', 'Extern' and 'Intern'.

The worksheet 'Info' shall contain the date of delivery day and basic data on sender (name of the market participant, EIC Code, address, telephone number, fax number and e-mail).

Each bilateral schedule in the worksheets 'Extern' and 'Intern' shall contain:

- The date of the delivery day same as in the name of contractual schedule,
- EIC Code of the control area where the electricity will be produced,
- EIC Code of the control area where the electricity will be delivered,
- EIC Code of the Producer selling the electricity,
- EIC Code of the Market Participant buying the electricity,
- EIC Code of the Producer submitting contractual schedule,
- The version number of the bilateral schedule submitted for the delivery day,
- The amount of electricity sold from 00:00 to 24:00 hours, on 15-minute basis (all 4 values equal within one hour).

The worksheet 'Intern' shall include one column in which, by rows, the following shall be stated:

- Row 1 – date of delivery day same as in the name of contractual schedule,
- Row 2 – EIC Code of the control area where the electricity will be produced,
- Row 3 – same as the second row,
- Row 4 – EIC Code of the Producer with the extension „-PRO“,
- Row 5 – EIC Code of Producer,
- Row 7 – EIC Code of the Producer submitting contractual schedule,
- Row 8 – the version number of the bilateral schedule submitted for the delivery day,
- The aggregate amount of electricity produced from 00:00 to 24:00 hours, on 15-minute basis (all 4 values equal within one hour).

Article 14

The sample of the contractual schedule is available on the internet pages of the Market Operator.

Article 15

In case of any change in the contractual schedule, the Producer shall submit the changed contractual schedule to the Market Operator, containing in its name the new version number increased by 1 (one) with respect to the previously submitted contractual schedule. In the bilateral schedule, i.e. in the column in which the change has occurred, the version number must be increased by 1 (one) with respect to the previous one.

Article 16

The Market Operator shall include in the Market Plan the most recent submitted version of the contractual schedule.

Article 17

The contractual schedule submitted by the Producer has to be balanced so that the hourly plan of total electricity bought matches the hourly plan of total electricity sold.

Article 18

The bilateral schedule of cross border trade shall be in accordance with the allocated cross border transmission capacity.

Article 19

In case that the Market Operator requests from the Producer the correction of the contractual schedule, the Producer shall change the contractual schedule as requested, in compliance with the Article 15 of this Agreement.

Corrected contractual schedule with the new version number shall be included by the Market Operator in the Market Plan.

V. USE OF DATA

Article 20

The Producer shall electronically fill in all the data in the forms mentioned in this Agreement and published on the internet pages of the Market Operator.

Article 21

The Parties agree to consider valid only the data that the Producer has submitted to the Market Operator by:

- The forms defined in this Agreement with all the necessary data to guaranty the identity of the Producer,
- Mail, fax or e-mail from the addresses as stated in the Request for the Agreement,
- The authorized persons for data submission as stated in the Request for the Agreement.

Article 22

The Parties shall use all the data and information mutually exchanged only for the purpose of the participation of the Producer in the electricity market as prescribed in this Agreement and Electricity Market Rules.

Article 23

By signing of this Agreement the Producer gives its consent to the Market Operator to use official data and certain information on the Producer as market participant for its own record keeping, and to publish certain data under its legal authorizations, especially those authorizations that the Market Operator has as public authority under The Right to Access Information Act.

VI. DURATION AND TERMINATION OF AGREEMENT

Article 24

This Agreement shall be concluded for an unlimited period.

Article 25

The Parties agree that this Agreement shall cease to have effect:

- If the license of the Producer for performing energy activity expires, or it is revoked by the authorized body prior to expiration period,
- If the Balancing Energy Contract referred to in the Article 4 of this Agreement expires.

Article 26

The Market Operator may terminate this Agreement if it concludes that the Producer is not fulfilling its obligations according to the Agreement.

The termination period is 8 days and starts from the date on written notice of termination of the Agreement.

After the end of termination period the Producer shall lose its right to participate in the electricity market.

The Market Operator shall, prior to the submittal of the written termination notice, warn the Producer in writing about non fulfillment of the obligations and possibility for the Agreement termination if such misconduct continues.

Article 27

The Producer can terminate this Agreement at any time if it decides to cease its participation in the electricity market.

Article 28

The Parties agree the execution of this Agreement can be suspended only in the case of Force Majeure as defined in the Energy Act, in which case the Market Operator shall inform the Producer in writing.

VII. RESOLUTION OF DISPUTES

Article 29

In the case the Producer considers that the Market Operator is not complying with provisions of this Agreement, it shall in writing inform the Croatian Energy Regulatory Agency, which on the basis of Article 60 of the Electricity Market Rules supervises the work of the Market Operator.

Article 30

All potential disputes arising from this Agreement the Parties shall try to resolve amicably.

If the Parties can not resolve the dispute in amicable way, the Parties agree the dispute shall be referred for resolution to the Croatian Energy Regulatory Agency.

Against the decision of the Croatian Energy Regulatory Agency the unsatisfied Party may initiate an administrative proceeding.

Any disputes arising from this Agreement shall be governed by the substantive law of the Republic of Croatia.

VIII. FINAL PROVISIONS

Article 31

The Producer shall in writing inform the Market Operator as soon as possible about all changes of data submitted previously in the Request for the Agreement.

Article 32

The Parties agree to change and append this Agreement in the case of changes in the regulations that are base for this Agreement and in the case of introduction of new formats and applications for data submission.

Article 33

In the case that a provision of this Agreement ceases to be valid, the remaining provisions and obligations of the Agreement shall remain valid having legal implications.

Article 34

This Agreement shall come into force when signed by both Parties.

Article 35

This Agreement is written in three identical copies, one for each party and one for the Croatian Energy Regulatory Agency.

For Market Operator

For Producer

General Manager Leo Prelec

(Signature and Stamp)

(Signature and Stamp)

In Zagreb, _____
(Date)

In _____, _____
(Place) (Date)