

OBRAZAC SPORAZUMA ZA TRGOVCA
Oznaka: OB-66, Revizija: 0

Trader Contract Form
Code: OB-66, Revision:0

HRVATSKI OPERATOR TRŽIŠTA
ENERGIJE d.o.o.,
Ulica grada Vukovara 284,
10 000 Zagreb,

HRVATSKI OPERATOR TRŽIŠTA
ENERGIJE d.o.o. (*Croatian Energy
Market Operator*),
Ulica Grada Vukovara 284,
10 000 Zagreb, Croatia

MBS: 080517130,
OIB: 75801633608,
EIC oznaka: 31XHROTE-----O,
kojeg zastupa direktor Boris Abramović (u
daljnjem tekstu: **Operator tržišta**)

Register No.: 080517130
VAT ID: 75801633608
EIC: 31XHROTE-----O
Represented by its **director Boris
Abramović** (hereinafter referred to as:
Market Operator),

i

And

(naziv trgovca, adresa)

(Name and address of the trader)

MBS: _____,
OIB: _____,
EIC oznaka: _____,
kojeg zastupa _____
(u daljnjem tekstu: **Trgovac**)

Register No.: _____,
VAT ID: _____,
EIC: _____,
Represented by _____
(hereinafter referred to as: **Trader**)

sklapaju dana _____ godine
sljedeći

On the date of _____ have
entered into the following

**SPORAZUM O REGULIRANJU
MEĐUSOBNIH ODNOSA NA TRŽIŠTU
ELEKTRIČNE ENERGIJE
Broj: T-___/16**

**BILATERAL CONTRACT IN THE
ELECTRICITY MARKET
No. T-___/16**

I. UVODNE ODREDBE

I Introductory provisions

Članak 1.

Article 1

Ovaj Sporazum sklapa se temeljem Pravila djelovanja tržišta električne energije („Narodne novine“ broj 135/06, 146/10 i 90/12), u svrhu uređenja međusobnih prava i obveza Operatora tržišta i Trgovca kao tržišnog sudionika na organiziranom tržištu električne energije.

This Contract shall be concluded pursuant to the Rules governing the operation of the electricity market, Official Gazette 135/06, 146/10 and 90/12, with the purpose of regulating mutual rights and obligations of the Market Operator and the Trader as market participants in the organized electricity market.

Članak 2.

Article 2

U ovom Sporazumu pojam "stranke" znači Trgovac s jedne strane i Operator tržišta s druge strane.

In the sense of this Contract "parties" mean Trader and Market Operator.

Članak 3.

Article 3

Stranke sporazumno utvrđuju da je postupak potpisivanja Sporazuma pokrenuo Trgovac dostavom uredno popunjenog i dostavljenog obrasca pod nazivom „ZAHTJEV ZA SKLAPANJE SPORAZUMA“ koji se nalazi na internetskim stranicama Operatora tržišta.

The parties agree that the procedure for signing of this Contract was initiated by the Trader by filling in and submitting a complete form entitled "REQUEST FOR SIGNING OF A CONTRACT" available on the web site of the Market Operator.

Zahtjev za sklapanje sporazuma 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 Sporazumom.

The Request for signing of a contract shall contain all necessary data about the Trader, the EIC Code of the Trader, data about the responsible person of the Trader, 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 Contract.

Članak 4.

Article 4

Stranke sporazumno utvrđuju da je Trgovac s Operatorom prijenosnog sustava sklopio Ugovor o energiji uravnoteženja broj _____ dana _____ godine.

The parties agree that the Trader concluded a Balancing Energy Contract with the Transmission System Operator, Contract No. _____ on _____ (date and year).

II. PREDMET SPORAZUMA
Članak 5.

II Scope of the Contract
Article 5

Ovim Sporazumom uređuju se odnosi između Operatora tržišta i Trgovca koji nastaju u postupcima i aktivnostima na tržištu električne energije.

This Contract shall stipulate the relationship between the Market Operator and the Trader created in the course of the functioning and the activities carried out in the electricity market.

Članak 6.

Article 6

Ovim Sporazumom utvrđuje se način na koji će Trgovac dostavljati Operatoru tržišta podatke iz bilateralnog ugovora o kupoprodaji električne energije (u daljnjem tekstu: kupoprodajni ugovor) i ugovorne rasporede, kao i način na koji će se između stranaka obavljati razmjena relevantnih podataka i informacija potrebnih za vođenje zakonom utvrđenih evidencija te za odvijanje aktivnosti na tržištu električne energije, sukladno zakonu i podzakonskim aktima.

This Contract shall regulate the way in which the Trader submits to the Market Operator the data relating to the bilateral power purchase agreement (hereinafter referred to as: purchase agreement) and the contract schedules as well as the way in which the parties concerned 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 law and other ancillary provisions.

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

III Register of contractual obligations in
the electricity market

Article 7

Trgovac se obvezuje da će podatke iz kupoprodajnih ugovora dostavljati popunjavanjem obrasca pod nazivom

The Trader shall communicate the data under the purchase agreements by filling in the form entitled "EXCERPT FROM

„IZVADAK IZ BILATERALNOG UGOVORA O KUPOPRODAJI ELEKTRIČNE ENERGIJE“, koji se nalazi na internetskim stranicama Operatora tržišta. Popunjeni obrazac Trgovac će dostaviti Operatoru tržišta obvezno preporučenom pošiljkom na adresu: HRVATSKI OPERATOR TRŽIŠTA ENERGIJE d.o.o., Zagreb, Ulica grada Vukovara 284 i dodatno ili telefaxom na broj: (01) 63 06 778 ili elektroničkom poštom na adresu: schedule@hrote.hr .

Kupoprodajni ugovor smatra se dostavljenim i evidentiranim najranijim datumom prispjeća obrasca na adresu Operatora tržišta, na bilo koji od navedenih načina dostave iz stavka 1. ovog članka.

Članak 8.

Trgovac ima obvezu dostave podataka iz prethodnog članka ovog Sporazuma za svaki kupoprodajni ugovor, koji je sklopio na strani prodavatelja, a kao kupac ima obvezu dostave podataka samo ukoliko se radi o ugovoru sklopljenom radi uvoza električne energije u Republiku Hrvatsku.

Članak 9.

Samo kupoprodajni ugovor koji je evidentiran kod Operatora tržišta na način utvrđen ovim Sporazumom, može biti temelj za dostavu ugovornih rasporeda.

THE BILATERAL POWER PURCHASE AGREEMENT” available on the web site of the Market Operator. The filled form shall be forwarded by the Trader to the Market Operator exclusively by registered mail using the following address: HRVATSKI OPERATOR TRŽIŠTA ENERGIJE d.o.o., Zagreb, Ulica grada Vukovara 284 or additionally per fax using the following fax number: (01) 63 06 778 or electronically by using the following E-mail address: schedule@hrote.hr .

The purchase agreement shall be deemed to have been duly delivered and registered on the earliest date of the receipt of the form at the Market Operator’s address in either of the two ways of delivery as referred to in paragraph 1 thereof.

Article 8

The Trader shall deliver the data referred under Article 7 hereof for each purchase agreement that it has concluded acting as a seller, whereas if it acts as a buyer it shall deliver the data concerned only provided that the purchase agreement has been concluded for the import of electricity to Croatia.

Article 9

The purchase agreement may serve as the basis for the delivery of contract schedules only if it has been registered with the Market Operator following the procedures established under this Contract.

Članak 10.

U slučaju da Operator tržišta zaprimi ugovorni raspored za koji nema evidentiran kupoprodajni ugovor, obavijestit će Trgovca te zatražiti hitnu dostavu podataka o ugovoru radi evidencije istog. Ukoliko Trgovac na poziv ne dostavi ugovor smatrat će se da isti nije niti sklopljen te će se dostavljeni ugovorni raspored smatrati nevažećim i neće se uvrstiti u tržišni plan.

Iznimno, ukoliko se radi o kratkoročnom kupoprodajnom ugovoru, za koji nije pravovremeno dostavljen Izvadak iz bilateralnog ugovora o kupoprodaji električne energije zbog tehničkih problema u dostavi obrasca, Operator tržišta zadržava diskreciono pravo da prihvati dostavljeni ugovorni raspored koji se temelji na takvom ugovoru, uz obvezu Trgovca da izvadak dostavi odmah nakon otklanjanja tehničkog problema dostave.

Odgovornost za pravovremenu dostavu podataka iz sklopljenih kupoprodajnih ugovora te sve štetne posljedice neevidentiranja ugovornih obveza na način kako je to utvrđeno ovim Sporazumom, snosi Trgovac.

Article 10

Where the Market Operator receives a contract schedule for which there is no registered purchase agreement, it shall inform the Trader thereof and ask for urgent delivery of the data concerned that enables the Market Operator to register the purchase agreement in question. Should the Trader fail to answer this request and does not communicate the data under the purchase agreement it shall be presumed that the purchase agreement at issue has not been concluded at all whereas the submitted contract schedule shall be regarded invalid and as such shall not be included in the market plan.

By way of derogation from paragraph 1 hereof in the case of a short-term purchase agreement where due to delivery delay problems the Excerpt from the bilateral power purchase agreement has not been communicated within the prescribed time period the Market Operator reserves the right to accept a contract schedule based on such a purchase agreement while the Trader is obliged to submit the Excerpt as soon as the delivery problems have been resolved.

The responsibility for the timely submittal of the data relating to the concluded purchase agreements and all harmful consequences of not registering the contractual obligations as specified under this Contact shall be borne by the Trader.

Članak 11.

Article 11

Potpisivanjem ovog Sporazuma Trgovac jamči da su podaci koje dostavlja radi evidentiranja ugovornih obveza istiniti i da proizlaze iz sklopljenih kupoprodajnih ugovora.

By signing of this Contract the Trader vouches that the data communicated for the registration of the contractual obligations are true and derive from the concluded purchase agreements.

IV. UGOVORNI RASPOREDI
Članak 12.

IV Contract schedules
Article 12

Ugovorni raspored Trgovac obvezno dostavlja Operatoru tržišta kao Excel datoteku u standardnom KISS formatu elektroničkom poštom na adresu: schedule@hrote.hr.

The Trader shall submit the contract schedule to the Market Operator in an Excel file using a standard KISS format and the following E-mail address: schedule@hrote.hr.

U slučaju tehničkih problema u dostavi ugovornog rasporeda na način utvrđen u stavku 1. ovog članka, Trgovac je obvezan dostaviti ugovorni raspored na fax broj: (01) 63 06 778.

In case of delivery delay problems regarding the contract schedule as provided in paragraph 1 hereof the Trader shall fax the contract schedule using the following fax number: (01) 63 06 778.

Članak 13.

Article 13

Naziv ugovornog rasporeda sastoji se od datuma za koji se podaci unutar njega odnose (dan isporuke), EIC oznake pošiljatelja, EIC oznake hrvatskog regulacijskog područja te broja verzije ugovornog rasporeda i to u sljedećem obliku:

The name of the contract schedule shall consist of the date to which the data within the contract schedule refer (delivery day), EIC Code of the sender, EIC Code of the Croatian regulatory area and the version number of the contract schedule in the following format:

GGGGMMDD_pošiljatelj_10YHR-HEP-----
M_verzija.xls

YYYYMMDD_sender_10YHR-HEP-----
M_version.xls

Članak 14.

Article 14

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

Na radnom listu 'Info' trebaju se nalaziti datum dana isporuke i osnovni podaci o pošiljatelju (naziv tržišnog sudionika, EIC oznaka, adresa, broj telefona za kontakt, broj telefaksa i e-mail).

Na radnim listovima 'Extern' i 'Intern' u svakom bilateralnom rasporedu mora biti navedeno:

- datum dana isporuke koji mora biti isti onome u nazivu ugovornog rasporeda,
- EIC oznaka regulacijskog područja iz kojeg se električna energija kupuje,
- EIC oznaka regulacijskog područja u kojem se električna energija prodaje,
- EIC oznaka tržišnog sudionika koji električnu energiju prodaje,
- EIC oznaka tržišnog sudionika koji električnu energiju kupuje,
- EIC oznaka Trgovca koji dostavlja ugovorni raspored,
- verzija bilateralnog rasporeda koji se dostavlja za dan isporuke,
- iznosi kupljene ili prodane električne energije od 00:00 do 24:00 sata, na 15-minutnoj osnovi (sve četiri vrijednosti iste unutar sata).

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

"Info" worksheet shall contain the day/date of delivery and the main data about the sender (name of the market participant, EIC, 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 of the regulatory area from which electricity is purchased;
- EIC of the regulatory area in which electricity is sold;
- EIC of the market participant who sells electricity;
- EIC of the market participant who purchases electricity;
- EIC of the Trader who communicates the contract schedule;
- Version number of the bilateral schedule being submitted for the delivery day;
- Amount 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).

Članak 15.

Article 15

Ogledni primjer ugovornog rasporeda nalazi se na internetskim stranicama Operatora tržišta.

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

Članak 16.

Article 16

Ukoliko dođe do promjene u ugovornom rasporedu, Trgovac Operatoru tržišta dostavlja promijenjeni ugovorni raspored, 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.

Where there is a change in the contract schedule, the Trader shall communicate to the Market Operator a revised contract schedule that shall contain in its name a version 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 in the column that underwent the change should be increased by 1 compared with the previous version.

Članak 17.

Article 17

Pri izradi tržišnog plana Operator tržišta uzima u obzir zadnju dostavljenu verziju ugovornog rasporeda.

In working out the market plan the Market Operator shall take into account the last delivered version of the contract schedule.

Članak 18.

Article 18

Ugovorni raspored kojeg dostavlja Trgovac mora biti uravnotežen tako da satni plan ukupne kupnje odgovara satnom planu ukupne prodaje električne energije.

The contract schedule that is 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.

Članak 19.

Article 19

Bilateralni raspored koji se odnosi na prekograničnu trgovinu električnom energijom mora biti u skladu s dodijeljenom prekograničnom prijenosnom moći.

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

Članak 20.

Article 20

U slučaju da Operator tržišta zatraži od Trgovca ispravak ugovornog rasporeda, Trgovac će promijeniti ugovorni raspored sukladno zatraženim ispravcima na način utvrđen u članku 16. ovog Sporazuma.

In case that the Market Operator asks the Trader to revise the contract schedule the Trader shall make the necessary changes of the contract schedule in line with the format in which these revisions are made pursuant to Article 16 hereof.

Ispravljani ugovorni raspored s označenom novom verzijom Operator tržišta će uvrstiti u Tržišni plan.

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

V. KORIŠTENJE PODATAKA
Članak 21.

V Use of data
Article 21

Trgovac se obvezuje sve podatke na obrascima navedenim u ovom Sporazumu i objavljenim na internetskim stranicama Operatora tržišta popunjavati putem računala.

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

Članak 22.

Article 22

Stranke su suglasne da će smatrati vjerodostojnim samo one podatke koje je Trgovac Operatoru tržišta:

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

- dostavio na obrascima definiranim ovim Sporazumom sa svim potrebnim podacima koji jamče identitet Trgovca,
- dostavio putem pošte, telefaksa i

- data submitted in the forms defined under this Contract and all necessary data vouching for the identity of the Trader;

elektroničkom poštom s adresa navedenih u Zahtjevu za potpisivanje sporazuma,

- dostavio od strane ovlaštenih osoba za dostavu podataka, koje je Trgovac naveo u Zahtjevu za potpisivanje sporazuma.

- data contained in the mail, faxes and E-mails sent from the addresses indicated in the Request for signing of a contract;
- data communicated by responsible persons for communication of data that have been listed in the Request for signing of a contract by the Trader.

Članak 23.

Article 23

Stranke se obvezuju da će sve podatke i informacije koje međusobno razmjenjuju koristiti isključivo u svrhu sudjelovanja Trgovca na tržištu električne energije na način utvrđen ovim Sporazumom i Pravilima djelovanja tržišta električne energije.

The parties shall exchange and use the data and information solely for the purpose of participating of the Trader in the electricity market as provided under this Contract and within the meaning of the Rules governing the operation of the electricity market.

Članak 24.

Article 24

Trgovac potpisom ovog Sporazuma daje 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.

By signing this Contract 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 a market participant, for the purpose of its own register and with the view to publishing 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 SPORAZUMA

VI Duration and termination of the Contract

Članak 25.

Article 25

Ovaj Sporazum sklapa se na neodređeno vrijeme.

This Contract is concluded for an unlimited period.

Članak 26.

Article 26

Stranke su suglasne da ovaj Sporazum prestaje važiti:

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

- istekom roka važenja dozvole koja je Trgovcu izdana za obavljanje energetske djelatnosti ili oduzimanjem iste dozvole od strane ovlaštenog tijela prije isteka roka važenja,
- prestankom važenja ugovora o energiji uravnoteženja iz članka 4. ovog Sporazuma.

- 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;
- after the expiry of the balancing energy contract referred to under Article 4 hereof.

Članak 27.

Article 27

Operator tržišta može raskinuti ovaj Sporazum ukoliko utvrdi da Trgovac ne ispunjava obveze preuzete Sporazumom.

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

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

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

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

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

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

Before sending a written 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 Contract should the Trader continue to behave in the manner that raises concerns.

Članak 28.

Article 28

Trgovac može raskinuti ovaj Sporazum u bilo koje vrijeme u slučaju da ne želi sudjelovati kao tržišni sudionik na tržištu električne energije.

The Trader may terminate this Contract at any time should it decide not to act as a market participant in the electricity market.

Članak 29.

Article 29

Stranke suglasno utvrđuju da će se izvršenje ovog Sporazuma privremeno obustaviti samo u slučaju nastanka više sile definirane Zakonom o energiji, o kojem će nastanku Operator tržišta obavijestiti Trgovca pisanim putem.

The parties agree that the execution of this Contract 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. RJEŠAVANJE SPOROVA
Članak 30.

VII Dispute resolution
Article 30

Ukoliko Trgovac smatra da Operator tržišta ne postupa sukladno odredbama ovog Sporazuma, Trgovac o tome može pisanim putem obavijestiti Hrvatsku energetska regulatornu agenciju, koja temeljem članka 60. Pravila djelovanja tržišta električne energije vrši nadzor nad radom Operatora tržišta.

Should the Trader take the stand that the Market Operator is not acting in line with the provisions of this Contract the Trader may inform thereof in writing the Croatian Energy Regulatory Agency who within the meaning of Article 60 of the Rules governing the operation of the electricity market monitors the work of the Market Operator.

Članak 31.

Article 31

Sve eventualne sporove koje mogu prozaći iz odredbi ovog Sporazuma stranke će pokušati riješiti mirnim putem.

The parties shall seek to settle any dispute that may arise in connection with this Contract by conciliation between the parties.

U slučaju da stranke spor ne uspiju riješiti na miran način, stranke su suglasne da će spor riješiti pred Hrvatskom energetskom regulatornom agencijom.

Should conciliation between the parties not be possible the parties agree the Croatian Energy Regulatory Agency shall decide in the subject matter concerned.

Protiv odluke Hrvatske energetske regulatorne agencije o rješavanju nastalog spora nezadovoljna stranka može pokrenuti upravni spor.

Against the decision of the Croatian Energy Regulatory Agency in the dispute matter concerned the injured party may take administrative action.

Mjerodavno pravo za rješavanje nastalog spora bit će važeći propisi Republike Hrvatske.

The relevant law applicable in the dispute shall be the law of the Republic of Croatia.

VIII. ZAVRŠNE ODREDBE
Članak 32.

VIII Final provisions
Article 32

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

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 Contract.

Članak 33.

Article 33

Stranke su suglasne da će se u slučaju promjene propisa koji su temelj za sklapanje ovog Sporazuma te u slučaju uvođenja novih formata i aplikacija za dostavu podataka, odredbe ovog Sporazuma mijenjati i dopunjavati sklapanjem dodatka Sporazumu.

The parties agree that in the case of any revisions of the regulatory framework pursuant to which this Contract is concluded or introduction of any new formats or applications for the notification of data the provisions of this Contract will be adequately changed and amended in a Contract addendum.

Članak 34.

Article 34

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

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

Članak 35.

Article 35

Ovaj Sporazum stupa na snagu danom obostranog potpisa stranaka.

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

Članak 36.

Article 36

Ovaj Sporazum sastavljen je u tri istovjetna primjerka, od kojih svaka stranka zadržava po jedan, a jedan se primjerak dostavlja Hrvatskoj energetske regulatornoj agenciji.

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

U slučaju spora primjenjuje se hrvatska verzija Sporazuma.

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

Za Operatora tržišta

Za Trgovca

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

**Signed, for
and on behalf
of the Trader
by**

Direktor
Boris Abramović

Direktor

Director
Boris
Abramović

Chief Executive
Officer

(potpis i pečat)

(potpis i pečat)

(Signed and
sealed)

(Signed and
sealed)