

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

**MBS:** 080517130,

**OIB:** 75801633608,

**EIC oznaka:** 31XHROTE-----O,

kojeg zastupa direktor Boris Abramović (u daljnjem  
tekstu: **Operator tržišta**)

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

**MBS (Register No.):** 080517130

**OIB (VAT ID):** 75801633608

**EIC Code:** 31XHROTE-----O

Represented by its director Boris Abramović  
(hereinafter referred to as: **Market Operator**)

i

and

\_\_\_\_\_  
(naziv trgovca, adresa)

**MBS:** \_\_\_\_\_,

**OIB:** \_\_\_\_\_,

**EIC oznaka:** \_\_\_\_\_,

kojeg zastupa \_\_\_\_\_ (u  
daljnjem tekstu: **Trgovac**)

\_\_\_\_\_  
(Name and address of the trader)

**MBS (Register No.):** \_\_\_\_\_

**OIB (VAT ID):** \_\_\_\_\_

**EIC Code:** \_\_\_\_\_

Represented \_\_\_\_\_ by

\_\_\_\_\_  
(hereinafter referred to as: **Trader**)

sklapaju dana **dd. month gggg.** godine sljedeći

On the date of **dd. month yyyy** have entered into  
the following

**UGOVOR O SUDJELOVANJU NA TRŽIŠTU  
ELEKTRIČNE ENERGIJE**

**Electricity Market Participation Agreement**

**Broj: xx/gg**

**No. xx/gg**

**I. Uvodne odredbe**

**Članak 1.**

Ovaj Ugovor sklapa se temeljem članka 17. Pravila organiziranja tržišta električne energije („Narodne novine“, br. 107/19 i 36/20 ; dalje: Pravila), u svrhu uređenja međusobnih prava i obveza Operatora tržišta i Trgovca kao tržišnog sudionika i voditelja bilančne grupe na bilateralnom tržištu električne energije.

**I Introductory provisions**

**Article 1**

This Agreement shall be concluded pursuant to Article 17 of the Rules on the organization of the electricity market, Official Gazette 107/19 and 36/20 (hereinafter referred to as: Rules), with the purpose of regulating mutual rights and obligations of the Market Operator and the Trader as the market participant and the balance responsible party in the bilateral electricity market.

### Članak 2.

U ovom Ugovoru pojam "Ugovorne strane" podrazumijeva Operatora tržišta s jedne strane i Trgovca kao voditelja bilančne grupe i tržišnog sudionika s druge strane.

### Article 2

In the sense of this Agreement "parties to the Agreement" mean the Market Operator of the one part and the Trader as the balance responsible party and market participant of the other part.

### Članak 3.

Ugovorne strane su suglasne da je postupak sklapanja Ugovora pokrenut dd.mm.yyyy. podnošenjem zahtjeva Trgovca u obliku uredno popunjenog i od ovlaštene osobe ovjerenog obrasca, pod nazivom „Zahtjev tržišnog sudionika za sklapanje ugovora o sudjelovanju na tržištu električne energije“, koji se preuzima s internetskih stranica Operatora tržišta.

### Article 3

The parties agree that the procedure for signing of this Agreement was initiated on dd.mm.yyyy by the Trader filling in and submitting a complete form that was certified by the competent person entitled "Request of the market participant for signing of the electricity market participation agreement", available on the web site of the Market Operator.

Zahtjev za sklapanje ugovora sadrži službene podatke o Trgovcu, registarski broj dozvole za obavljanje energetske djelatnosti trgovine, 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 Ugovorom.

The Request for signing of the Agreement shall contain all necessary data about the Trader, registry number of valid electricity trading license, EIC Code of the Trader, data about the responsible person of the Trader and 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 Agreement.

### Članak 4.

Ugovorne strane su suglasne da je Trgovac s Operatorom prijenosnog sustava sklopio Ugovor o odgovornosti za odstupanje broj xx-gggg dana dd.mm.gggg. godine kojim se uređuje njegova odgovornost kao voditelja bilančne grupe za odstupanje bilančne grupe.

### Article 4

The contract parties agree that the Trader concluded a Balance Responsibility Agreement with the Transmission System Operator No. xx-yyyy on dd/mm/yyyy, imposing the responsibility for any deviations of the balance group onto the balance responsible party.

## II. PREDMET UGOVORA

### Članak 5.

Ovim Ugovorom uređuju se međusobna prava i obveze Operatora tržišta i Trgovca koji nastaju u postupcima i aktivnostima na tržištu električne energije.

## II. Scope of the Agreement

### Article 5

This Agreement shall stipulate the mutual rights and obligations of the Market Operator and the Trader created in the proceedings and activities carried out in the electricity market.

### **Članak 6.**

### **Article 6**

Ovim Ugovorom utvrđuje se:

This Agreement shall regulate:

- način na koji će Trgovac dostavljati Operatoru tržišta svoje ugovorne rasporede i ugovorne rasporede članova bilančne grupe koju vodi,
- način na koji će se između ugovornih strana obavljati razmjena relevantnih podataka i informacija potrebnih za vođenje zakonom utvrđenih evidencija te za odvijanje aktivnosti na tržištu električne energije, sukladno Zakonu o tržištu električne energije i podzakonskim aktima.
- the way in which the Trader submits to the Market Operator its contract schedules and the contract schedules of the balance group members for which it is responsible;
- the way in which the contract parties 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 Electricity Market Act and other ancillary provisions.

### **III. EVIDENCIJA UGOVORNIH OBVEZA NA TRŽIŠTU ELEKTRIČNE ENERGIJE**

### **III Register of obligations in the electricity market**

#### **Članak 7.**

#### **Article 7**

Odgovornost za pravovremenu dostavu podataka iz sklopljenih ugovora svoje bilančne grupe te sve štetne posljedice neevidentiranja ugovornih obveza, na način kako je to utvrđeno ovim Ugovorom, snosi Trgovac kao voditelj bilančne grupe.

The responsibility for the timely submittal of the data relating to the concluded agreements within its own balance group and all harmful consequences of not registering the obligations as stipulated under this Agreement shall be borne by the Trader as the balance responsible party.

#### **Članak 8.**

#### **Article 8**

Potpisivanjem ovog Ugovora Trgovac jamči da su podatci koje dostavlja putem svojih ugovornih rasporeda i ugovornih rasporeda članova bilančne grupe koju vodi, istiniti i da proizlaze iz sklopljenih kupoprodajnih ugovora i prekozonske razmjene.

By signing of this Agreement the Trader vouches that the data that are submitted to the balance responsible party under its own contract schedules and the contract schedules of the balance group members for which it is responsible are true and arise from the concluded trade agreements and the cross-zonal exchange.

### **IV. UGOVORNI RASPOREDI**

### **IV Contract schedules**

### Članak 9.

Svoje ugovorne rasporede i ugovorne rasporede članova bilančne grupe, Trgovac obvezno dostavlja Operatoru tržišta kao xml datoteke u standardnom "ENTSO-E SCHEDULING SYSTEM" (ESS) v3.r3 formatu elektroničkom poštom na adresu: [schedule@hrote.hr](mailto:schedule@hrote.hr)

U slučaju tehničkih poteškoća pri dostavi ugovornih rasporeda na način utvrđen u stavku 1. ovog članka, Trgovac je obvezan dostaviti ugovorne rasporede elektroničkom poštom na adresu: [HROTE.schedules@gmail.com](mailto:HROTE.schedules@gmail.com).

### Članak 10.

Naziv ugovornog rasporeda Trgovca sastoji se od datuma za koji se podatci unutar njega odnose (dan isporuke), EIC oznake Trgovca, EIC oznake Trgovca, EIC oznake Operatora tržišta te broja verzije ugovornog rasporeda i to u sljedećem obliku:

GGGGMMDD\_TPS\_EICvoditeljBG\_EICvoditeljBG\_  
EICOperatoraTržišta\_VVV.xml

Naziv ugovornog rasporeda člana bilančne grupe sastoji se od datuma za koji se podatci unutar njega odnose (dan isporuke), EIC oznake Trgovca, EIC oznake člana bilančne grupe, EIC oznake Operatora tržišta te broja verzije ugovornog rasporeda i to u sljedećem obliku:

GGGGMMDD\_TPS\_EICvoditeljBG\_EICčlanaBG\_EIC  
OperatoraTržišta\_VVV.xml

### Članak 11.

Svi ugovorni rasporedi moraju biti izrađeni sukladno Specifikaciji datoteke ugovornog rasporeda koja se nalazi na mrežnim stranicama Operatora tržišta.

### Article 9

It is the obligation of the Trader to submit its own contract schedules and the contract schedules of the balance group members to the Market Operator in an xml file using a standard "ENTSO-E SCHEDULING SYSTEM" (ESS) v3.r3 format and the following E-mail address: [schedule@hrote.hr](mailto:schedule@hrote.hr)

In case of problems regarding the submittal of contract schedules as defined in paragraph 1 hereof the Trader shall send contract schedule to E-mail address: [HROTE.schedules@gmail.com](mailto:HROTE.schedules@gmail.com).

### Article 10

The name of the traders contract schedule shall consist of the date to which the data within the contract schedule refer (delivery day), EIC Code of the Trader, EIC Code of the Trader, EIC Code of the Market Operator and the version number of the contract schedule in the following format:

GGGGMMDD\_TPS\_EICBalanceResponsibleParty\_  
EICBalanceResponsibleParty\_EICMarketOperator  
\_VVV.xml

The name of the balance group members contract schedule shall consist of the date to which the data within the contract schedule refer (delivery day), EIC Code of the Trader, EIC Code of the balance group member, EIC Code of the Market Operator and the version number of the contract schedule in the following format:

GGGGMMDD\_TPS\_EICBalanceResponsibleParty\_  
EICBalanceGroupMember\_EICMarketOperator\_V  
VV.xml

### Article 11

All contract schedules must be structured and formatted according to the Contractual Schedule File Specification available on the web site of the Market Operator.

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

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

#### **Članak 12.**

U slučaju promjena u ugovornim rasporedima bilančne grupe, Trgovac Operatoru tržišta dostavlja promijenjene ugovorne rasporede, koji će u nazivu sadržavati verziju uvećanu za 1 u odnosu na prethodno dostavljeni ugovorni raspored. Također, u bilateralnom rasporedu, tj. u vremenskoj seriji u kojoj je došlo do promjene, verzija mora biti uvećana za 1 u odnosu na prethodnu.

#### **Article 12**

Where there is a change in the contract schedules of the balance group, the Trader shall communicate to the Market Operator revised contract schedules that shall contain in their names a 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, i.e. in the time series that underwent the change the version number should be increased by 1 compared with the previous version.

#### **Članak 13.**

Operator tržišta, pri izradi tržišnog plana, uzima u obzir zadnje, ispravne, od voditelja bilančne grupe dostavljene verzije ugovornih rasporeda sukladno Pravilima.

#### **Article 13**

In working out the market plan the Market Operator shall take into account the last delivered and correct versions of the contract schedules by the balance responsible party that are in compliance with the above mentioned Rules..

#### **Članak 14.**

Ugovorni rasporedi koje dostavlja Trgovac moraju biti uravnoteženi tako da satni plan ukupne kupnje odgovara satnom planu ukupne prodaje električne energije.

#### **Article 14**

The contract schedules that are 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 15.**

Bilateralni raspored koji se odnosi na prekozonsku razmjenu električne energije mora biti u skladu s dodijeljenim prekozonskim prijenosnim kapacitetom.

#### **Article 15**

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

#### **Članak 16.**

U slučaju da Operator tržišta zatraži od Trgovca ispravak ugovornih rasporeda, Trgovac će promijeniti ugovorne rasporede sukladno zatraženim ispravcima na način utvrđen u članku 12. ovog Ugovora.

Ispravljene ugovorne rasporede s označenom novom verzijom Operator tržišta će uvrstiti u Tržišni plan sukladno Pravilima.

### **V. KORIŠTENJE PODATAKA**

#### **Članak 17.**

Trgovac se obvezuje da će sve podatke na obrascima navedenim u ovom Ugovoru i objavljenim na internetskim stranicama Operatora tržišta popunjavati u elektroničkom obliku.

#### **Članak 18.**

Ugovorne strane su suglasne da će smatrati vjerodostojnim samo one podatke koje je Trgovac dostavio Operatoru tržišta:

- u obrascima definiranim ovim Ugovorom sa svim potrebnim podacima koji jamče identitet Trgovca,
- putem pošte i elektroničke pošte s adresa navedenih u Zahtjevu za sklapanje ugovora,
- od strane ovlaštenih osoba za dostavu podataka, koje je Trgovac naveo u Zahtjevu za sklapanje ugovora.

#### **Članak 19.**

Ugovorne strane se obvezuju da će sve podatke i informacije koje međusobno razmjenjuju koristiti isključivo u svrhu sudjelovanja Trgovca na tržištu

#### **Article 16**

In case that the Market Operator asks the Trader to revise the contract schedules the Trader shall make the necessary changes of the contract schedules in line with the requested corrections and in the format in which these revisions are made pursuant to Article 12 hereof.

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

### **V Use of data**

#### **Article 17**

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

#### **Article 18**

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

- data submitted in the forms defined under this Agreement and all necessary data vouching for the identity of the Trader;
- data contained in the mail and E-mails sent from the addresses indicated in the Request for signing of the Agreement;
- data communicated by responsible persons for communication of data that have been listed by the Trader in the Request for signing of the Agreement.

#### **Article 19**

The parties shall use all the mutually exchanged data and information solely for the purpose of participating of the Trader in the electricity

električne energije na način utvrđen ovim Ugovorom i sukladno Pravilima.

market as provided under this Agreement and in line with the above mentioned Rules.

#### **Članak 20.**

Trgovac potpisom ovog Ugovora daje svoj 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.

U svrhu zaštite osobnih podataka pojedinaca u vezi s eventualnom obradom osobnih podataka prilikom izvršenja ovog Ugovora, ugovorne strane se obvezuju primjenjivati odredbe Opće uredbe o zaštiti podataka (UREDBA (EU) 2016/679 EUROPSKOG PARLAMENTA I VIJEĆA od 27. travnja 2016. o zaštiti pojedinaca u vezi s obradom osobnih podataka i o slobodnom kretanju takvih podataka te o stavljanju izvan snage Direktive 95/46/EZ) i Zakona o provedbi Opće uredbe o zaštiti podataka („Narodne novine“, br. 42/18).

#### **Article 20**

By signing of this Agreement 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 the market participant, for the purpose of its own register and with the view to publishing of 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.

For the purpose of protection of personal data of natural person with regard to the processing of personal data during the execution of this Agreement, the Contract Parties shall apply the provisions of The General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) and the Law on the Implementation of The General Data Protection Regulation (Official Gazette 42/18).

### **VI. TRAJANJE I RASKID UGOVORA**

#### **Članak 21.**

Ovaj Ugovor sklapa se na neodređeno vrijeme.

#### **Članak 22.**

Ugovorne strane su suglasne da se ovaj Ugovor raskida u sljedećim slučajevima:

- istekom razdoblja za koje se izdaje dozvola koja je Trgovcu izdana za obavljanje energetske djelatnosti ili oduzimanjem iste

### **VI Duration and termination of the Agreement**

#### **Article 21**

This Agreement is concluded for an unlimited period.

#### **Article 22**

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

- 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

dozvole od strane ovlaštenog tijela prije isteka razdoblja za koje se izdaje,

- prestankom važenja ili raskidom ugovora o odgovornosti za odstupanje iz članka 4. ovog Ugovora,
- ukoliko Trgovac ne izvrši obvezu plaćanja mjesečne i godišnje naknade za organiziranje tržišta električne energije u roku od 15 dana od dana dospijeca,
- ukoliko Trgovac u roku predviđenom poglavljem VII. ovog Ugovora ne dostavi sredstava osiguranja plaćanja

the competent authority before the expiry of the period for which it has been issued;

- due to the expiry or cancellation of the Balance Responsibility Agreement referred to in Article 4 hereof;
- in case of non-payment of monthly and yearly fee for organizing electricity market within 15 days from the original maturity date,
- in case of untimely submittal of payment guarantee referred to in Chapter VII hereof.

### **Članak 23.**

Operator tržišta može raskinuti ovaj Ugovor ako utvrdi da Trgovac ne ispunjava obveze preuzete ovim Ugovorom.

Otkazni rok za raskid Ugovora je 8 dana od dana dostave pisane obavijesti o raskidu Ugovora na adresu iz ovog Ugovora.

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

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

### **Article 23**

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

The termination period is 8 days from the day of the receipt of the termination notice sent to the address from this Agreement.

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

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



#### **Članak 24.**

Trgovac može zatražiti raskid ovog Ugovora u pisanom obliku sukladno Pravilima.

The Trader may ask for termination of the Agreement at issue in writing in compliance with the relevant Rules.

#### **Article 24**

#### **Članak 25.**

Ugovorne strane su suglasne da će se izvršenje ovog Ugovora privremeno obustaviti samo u slučaju nastanka više sile propisane Zakonom o energiji, o kojem će Operator tržišta obavijestiti Trgovca pisanim putem.

The parties agree that the execution of this Agreement 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.

#### **Article 25**

### **VII. SREDSTVA OSIGURANJA PLAĆANJA**

### **VII Guarantee of payment**

#### **Članak 26.**

#### **Article 26**

Trgovac je obvezan u roku od 10 dana od dana sklapanja ovog Ugovora, u svrhu osiguranja plaćanja po ovom Ugovoru, predati Operatoru tržišta neprenosivu, neopozivu, bezuvjetnu bankarsku garanciju u korist Operatora tržišta, naplativu na prvi pisani poziv, u iznosu od 10.000,00 (desettisuća) kuna, izdanu od poslovne banke prihvatljive Operatoru tržišta, s rokom važenja osiguranja 12 mjeseci, uz ugovaranje nadležnosti Trgovačkog suda u Zagrebu i primjenu hrvatskog prava za rješavanje sporova po bankarskoj garanciji.

With the view to securing payment under this Agreement, the Trader shall within a time period of 10 days from the day of the conclusion of this Agreement present to the Market Operator a non-transferrable, irrevocable and unconditional bank guarantee in favour of the Market Operator, payable on the first written call, amounting to HRK 10,000 (ten thousand Kuna), issued by a commercial bank that is acceptable to the Market Operator, with the validity period of 12 months. This Guarantee is governed by the law of the Republic of Croatia. In case of any disputes related to this Guarantee, the competent court shall be the Commercial Court in Zagreb.

Visina iznosa osiguranja plaćanja utvrđuje se prema zbroju tromjesečne obveze Trgovca na ime plaćanja mjesečne i godišnje naknade za organiziranje tržišta električne energije. Visina iznosa naknade se utvrđuje prema propisanom iznosu naknade iz Odluke o naknadi za organiziranje tržišta električne energije („Narodne novine“, br. 94/07 i 38/12).

The payment guarantee amount shall depend on the sum of the three-month-payment obligation of the Trader involving the monthly and annual fees payable for the organization of the electricity energy market. The fee level is determined in compliance with the fee stipulated under the Decision on the electricity market fee, Official Gazette 94/07 and 38/12.

Visina iznosa osiguranja plaćanja iz stavka 1. ovog članka utvrđena je sukladno činjenici da Trgovac do

The payment guarantee amount referred to under paragraph 1 of this Article has been defined

trenutka sklapanja ovog Ugovora nije sudjelovao na tržištu električne energije u ulozi voditelja bilančne grupe ili člana bilančne grupe.

taking into account the fact that until this Agreement is concluded the Trader has not participated in the electricity market as a balance responsible party or a balance group member.

#### **Članak 27.**

#### **Article 27**

U slučaju da Trgovac ne podmiruje svoje obveze plaćanja mjesečne i godišnje naknade u ugovorenom roku Operator tržišta zadržava pravo naplate putem ugovorenih instrumenata osiguranja plaćanja.

Should the Trader fail to meet its obligations regarding payment of monthly and yearly fee for organizing electricity market within the agreed time period the Market Operator shall be entitled to demand payment in compliance with the agreed guarantees of payment.

Aktiviranjem dijela ili cjelokupnog iznosa instrumenta osiguranja plaćanja, Trgovac je dužan u roku 10 dana od dana aktiviranja dostaviti Operatoru tržišta novi istovjetan instrument osiguranja plaćanja.

By invoking a part or a full amount of the guarantee (payment instruments that secure the payment), the Trader shall within a time period of 10 days after the day on which the guarantee was invoked, forward to the Market Operator a new, identical payment security instrument.

#### **Članak 28.**

#### **Article 28**

Trgovac se obvezuje da će najkasnije do isteka roka važenja prve bankarske garancije, a koju je dostavio prilikom sklapanja ovog Ugovora, za svakih sljedećih 12 mjeseci dostaviti Operatoru tržišta novu bankarsku garanciju, u visini zbroja iznosa tromjesečne obveze Trgovca na ime plaćanja mjesečne i godišnje naknade za organiziranje tržišta električne energije.

At the latest until the expiry date of the first bank guarantee that was presented at the conclusion of this Agreement, the Trader shall forward to the Market Operator for each following period of 12 months a new bank guarantee amounting to the sum of the three-months payment obligation of the Trader corresponding to the monthly and annual fee payable for the organization of the electricity market.

#### **Članak 29.**

#### **Article 29**

Ugovorne strane su suglasne da će u razdoblju važenja ovog Ugovora, iznos za svaku novu bankarsku garanciju iz članka 28. ovog Ugovora utvrđivati Operator tržišta te će najkasnije 20 dana prije isteka roka važenja bankarske garancije izdane za prethodnih 12 mjeseci, dostaviti pisanu obavijest Trgovcu o iznosu nove bankarske garancije.

The parties agree that as long as this Agreement is in effect the amount of any new bank guarantee referred to under Article 28 hereof shall be determined and communicated to the Trader in writing by the Market Operator at the latest 20 days before the expiry day of the valid bank guarantee issued for the previous 12 months.

### **Članak 30.**

### **Article 30**

U slučaju da se iznos tromjesečne obveze Trgovca tijekom važenja bankarske garancije poveća za više od 30% Trgovac je obavezan, u roku od 10 dana od primitka pisanog zahtjeva Operatora tržišta, dostaviti Operatoru tržišta dodatne instrumente osiguranja plaćanja, do visine povećanja tromjesečne obveze Trgovca.

In the event that during the validity of the relevant bank guarantee the level of the three-month obligation of the Trader increases by more than 30 %, the Trader shall within 10 days following the receipt of the written request of the Market Operator, communicate to the Market Operator additional payment security instruments, up to the level of the increase of the three-month obligation of the Trader.

Visinu povećanog iznosa tromjesečne obveze Trgovca iz stavka 1. ovog članka, koja je temelj za izdavanje novih instrumenata osiguranja utvrđuje Operator tržišta, prema podacima o visini mjesečne naknade za organiziranje tržišta električne energije.

The level of the increased three-month fee payable by the Trader under paragraph 1 hereof that serves as the basis for issuing of new payment security instruments shall be determined by the Market Operator in compliance with the data on the monthly fee for the organization of the electricity market.

## **VIII. RJEŠAVANJE SPOROVA**

## **VIII Dispute resolution**

### **Članak 31.**

### **Article 31**

Ugovorne strane će sve eventualne sporove koji mogu proizaći iz odredbi ovog Ugovora pokušati riješiti mirnim putem.

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

U slučaju da se spor ne uspije riješiti na miran način, ugovorne strane su suglasne da će spor riješiti pred stvarno nadležnim sudom u Zagrebu.

Should conciliation between the parties not be possible the parties agree that the competent court in Zagreb that decides in the subject matter concerned shall decide in settling the dispute.

## **IX. ZAVRŠNE ODREDBE**

## **IX Final provisions**

### **Članak 32.**

### **Article 32**

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

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 Agreement.

**Članak 33.**

Ugovorne strane sporazumno utvrđuju da će se u slučaju promjena odredbi Zakona o obnovljivim izvorima energije i visokoučinkovitoj kogeneraciji, Zakona o tržištu električne energije i propisa koji su temelj za sklapanje ovog Ugovora te u slučaju uvođenja novih formata i aplikacija za dostavu podataka, odredbe ovog Ugovora mijenjati i dopunjavati sklapanjem dodatka Ugovoru.

**Članak 34.**

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

**Članak 35.**

Ovaj Ugovor stupa na snagu danom obostranog potpisa ugovornih strana.

**Članak 36.**

Ovaj Ugovor sastavljen je u tri istovjetna primjerka, od kojih svaka ugovorna strana zadržava po jedan, a jedan se primjerak dostavlja Hrvatskoj energetskej regulatornoj agenciji.

**Članak 37.**

U slučaju spora primjenjuje se hrvatska verzija Ugovora.

**Article 33**

The parties agree that in the case of any revisions of the Act on Renewable Energy Production and Effective Combined Heat and Power Production (cogeneration), the Electricity Market Act or any other provisions pursuant to which this Agreement is concluded, or in the event of introduction of any new formats or applications for the notification of the data, the provisions of this Agreement will be adequately changed and amended in an Agreement addendum.

**Article 34**

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

**Article 35**

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

**Article 36**

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

**Article 37**

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

**Za Operatora tržišta**

**Direktor**

Boris Abramović

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(potpis i pečat)

**Za Trgovca**

**Direktor**

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(potpis i pečat)

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

Boris Abramović

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(Signed and sealed)

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

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(Signed and sealed)