CROATIAN POWER EXCHANGE

Trading Agreement 4

REMIT Data and Reporting Services Agreement No. NO/YY

Member **[insert]**

CROATIAN POWER EXCHANGE Ltd.

[insert Company name of the Member], a company organised and existing under the laws of **[insert Country],** having its registered office at **[insert Address, City, Country],** and registered with the **[insert name of the Registry]** under the number [**insert registration number]** and VAT ID **[insert VAT ID number]** (hereinafter: **the Member**);

and

CROATIAN POWER EXCHANGE Ltd., a company organised and existing under the laws of Croatia, having its registered office at Slavonska avenija 6/A, 10000 Zagreb, Croatia and registered with the court registry of the Commercial Court in Zagreb under the number 080914267 (MBS) and VAT ID HR14645347149 (hereinafter: **CROPEX**)

(hereinafter collectively referred to as: **the Parties**)

enter on [date] the following

REMIT DATA AND REPORTING SERVICES AGREEMENT

1. BACKGROUND

1.1. CROPEX operates CROPEX Markets, providing the possibility of Trading in Products.

1.2. Member is a Member of any or each of CROPEX Markets within the meaning of and in accordance with CROPEX Trading Rules in their entirety, including Trading Appendices (hereinafter: the **Trading Rules**), on the basis of Membership Agreement no. [●] entered into between the Member and CROPEX on [●] (hereinafter: the **Membership Agreement**).

1.3. Member is an energy market participant responsible for providing ACER with a record of wholesale energy market transactions, including orders to trade, in accordance with the Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (hereinafter: **REMIT**).

1.4. CROPEX is registered as an OMP according to the REMIT Implementing Regulation.

1.5. Capitalised terms shall, unless otherwise defined herein, have the meaning ascribed to them in the REMIT General Terms published at CROPEX Website (hereinafter: **General Terms**), and in case they are not defined in the General Terms, they shall have the meaning ascribed to them in the Trading Rules.

2. SUBJECT MATTER OF THE AGREEMENT

2.1. The General Terms, as amended from time to time, constitute an integral part of this Agreement. CROPEX is entitled to unilaterally amend the General Terms, pursuant to the procedure envisaged in the General Terms.

2.2. In the event of any discrepancies between the General Terms and the provisions of this Agreement, the provisions of this Agreement shall prevail.

2.3. The Member asks and CROPEX accepts to provide to the Member, for remuneration and pursuant to the provisions of this Agreement, the General Terms and the Fee

Schedule, the following Service described in Annex 1 of the General Terms: [**insert: Service 1 or Service 2**].

2.4. The Service shall be provided with regard to CROPEX Market(s) listed in **Annex 1** to this Agreement.

2.5. For avoidance of doubt, if Member wants to change the choice of CROPEX Markets for which CROPEX provides the Service, Parties shall amend Annex 1 to this Agreement.

3. FEES, INVOICING AND PAYMENT

3.1. The Member shall be obliged to pay to CROPEX the applicable fees for provision of the Service in accordance with the General Terms and the Fee Schedule.

3.2. CROPEX shall invoice the fees in the manner as envisaged under the General Terms.

3.3. CROPEX is entitled to unilaterally amend the Fee Schedule, from time to time, pursuant to the procedure envisaged in the General Terms.

3.4. The Member agrees that CROPEX is entitled to use any and all Collaterals provided by the Member to CROPEX pursuant to the Membership Agreement also for the purpose of settlement of any and all unpaid due claims, including damages, under this Agreement or in connection with this Agreement.

4. MEMBER'S RIGHTS AND OBLIGATIONS

4.1. By signing this Agreement, the Member explicitly confirms and warrants that it fulfils all requirements envisaged under the General Terms in order to receive the Service and that it is fully acquainted with the terms of provision of the Service, as envisaged in the General Terms.

5. CROPEX'S RIGHTS AND OBLIGATIONS

5.1. CROPEX shall provide the Service to the Member pursuant to the General Terms.

6. COMMUNICATIONS

6.1. Contact details of the Member are listed in Annex 1 to this Agreement.

6.2. The Member may at any time amend its own details, including the Contact Persons, by written notice to CROPEX, or through such other means as CROPEX may allow from time to time.

7. CHOICE OF LAW AND DISPUTE RESOLUTION

7.1. This Agreement shall be governed by laws of the Republic of Croatia.

7.2. The competent court in Zagreb shall have exclusive jurisdiction to settle any claim, dispute or difference that may arise out of or in connection with this agreement, including any question as to its existence, validity or termination.

8. FINAL PROVISIONS

8.1. This Agreement shall enter into force on the date of its signature by both Parties.

8.2. This Agreement has been made in two (2) originals, and each Party shall keep one (1).

* * *

IN WITNESS OF THEIR AGREEMENT each Party has caused its authorised representative to execute this agreement effective as of the date of signature by both Parties.

Annex 1: Choice of CROPEX Markets and Authorisations

For and on behalf of the Member

Signature	Name and function (capital letters)
Place and date	

For and on behalf of CROPEX

Signature	Name and function (capital letters)
Place and date	