CROATIAN POWER EXCHANGE

Trading Agreement 2

Self-Billing Invoices Agreement No. NO/GG

Member

CROATIAN POWER EXCHANGE Ltd.

[insert Company name of 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 (OIB) (hereinafter: **CROPEX**);

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

enter on [date] into the following

SELF-BILLING INVOICES AGREEMENT

1. GENERAL

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

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

2. APPLICATION OF TRADING RULES

2.1. Valid Trading Rules in their entirety form a constituent part of this Self-billing invoices agreement (hereinafter: **the Agreement**).

2.2. Terms defined in the Trading Rules shall have the same meaning in this Agreement.

3. ISSUING OF SELF-BILLING INVOICES

3.1. The **Parties** agree that CROPEX shall issue self-billing invoices in accordance with the Trading Rules in their entirety, and specifically on the basis of the Section 4.2.2. of the Clearing and Settlement Rules.

3.2. The **Member** agrees to accept all invoices and self-billing invoices issued by CROPEX arising from Transactions on any of CROPEX Markets in which it participates. Agreement to accept all invoices and self-billing invoices stipulated herein does not influence or limit the Member's right to dispute the content of the issued invoices and self-billing invoices for reasons not connected with the fact that they were issued by CROPEX (for instance, because of mistakes in writing, counting and similar).

4. CONTENT OF SELF-BILLING INVOICES

4.1. The self-billing invoices shall consist of the following elements:

- the number and date of the invoice;
- data on the Member: address, postcode, VAT number and number of the company's transaction account;
- data on the CROPEX: address, postcode, VAT number and number of the company's Settlement Account kept at the Settlement Bank;
- details of Final Transaction: the Delivery day, the price per unit (in EUR/MWh), the volume (in MWh), the base for calculating VAT, the VAT rate, the VAT amount, the total value including VAT.
- the name of a person authorised by the CROPEX, and
- other elements which have to be included in an invoice according to the requirements of law applicable to the Member.

4.2. CROPEX shall forward the invoices to a Member in a written form by e-mail.

5. GOVERNING LAW AND JURISDICTION

5.1. This Agreement shall be governed by, construed and enforced in accordance with the Croatian law.

5.2. All disputes arising out of or in connection with the present Agreement shall be settled in the manner pursuant to the Trading Rules.

6. FINAL PROVISIONS

6.1. This Agreement may not be modified or amended except in writing executed by both Parties. This provision does not apply to changes to the Trading Rules, which can be amended in accordance with the procedure envisaged in Section 14. of the General Terms.

6.2. CROPEX may require amendments to this Agreement if mandated by changes to the Trading Rules or concluded Membership Agreement. Such request shall not be unreasonably denied by the Member.

6.3. This Agreement continues to authorize CROPEX to issue invoices and self-billing invoices as stipulated herein for all of CROPEX Markets in which the Member participates at any given time, and does not need to be amended if Member begins or ceases to participate in individual CROPEX Markets.

6.4. This Agreement is concluded in English language. Constituent parts of this Agreement contained in the Trading rules are made in Croatian and in English language. Translations correspond each other and both show the true valid intent of the Parties. In case of any differences as well as in the case of court proceedings, the text contained in the Croatian version of the Trading Rules shall be considered relevant. The Member waives the right of claiming that he was not familiar with the Croatian version of the Trading Rules and the right to dispute that his will to enter into this Agreement was formed only on the English version of the Trading Rules. It shall be considered that the Member has dully noted the content of both the English and the Croatian version of the relevant documentation. In case of any discrepancies between the English and Croatian language version of the Trading rules, the English language version shall be amended and modified accordingly to correspond with the Croatian language version of the Trading rules.

6.5. This Agreement is executed in two (2) originals in English language, and each Party shall keep one (1).

For and on behalf of the Member

Signature	Name and function (capital letters)
Place	

For and on behalf of CROPEX

Signature	Name and function (capital letters)
Place	