CROATIAN POWER EXCHANGE

Agreement for Provision of API Service

No. NO/YY

Member or Read-only Member

CROATIAN POWER EXCHANGE Ltd.

[insert Company name of Member or Read-only 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 or Read-only 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**] into the following

AGREEMENT FOR PROVISION OF API SERVICE

1. GENERAL

1.1. CROPEX operates CROPEX Markets as set out in the applicable Trading Rules.

1.2. The Parties have concluded the [Membership Agreement / Agreement for Read-Only access to Intraday market] No. NO/YY where the [Member/Read-only Member] has obtained an active status on CROPEX Day Ahead market and/or CROPEX Intraday market in accordance with the Trading Rules.

1.3. Request for API service, submitted to CROPEX by the Member or Read-only Member prior to entering into this Agreement, constitutes Annex 1 to this Agreement, an integral part hereof.

1.4. API User Terms, comprised of API General Terms & Conditions and Special Terms, published on CROPEX Website, as amended from time to time, constitute an integral part of this Agreement. CROPEX is entitled to unilaterally amend the API User Terms, from time to time, pursuant to the procedure envisaged in the General Terms.

1.5. Capitalised terms shall, unless otherwise defined herein, have the meaning ascribed to them in the General Terms and Trading Appendix 1 - Definitions to CROPEX's General Terms - Trading Rules.

2. SUBJECT OF THE AGREEMENT

2.1. The Member or Read-only Member asks and CROPEX accepts to provide to the Member or Read-only Member, for remuneration and pursuant to the provisions of this Agreement, the API Service.

3. PRICE AND WAY OF PAYMENT

3.1. The unit prices for provision of the API Service are set in EUR, VAT excluded, in accordance with the Fee Schedule of CROPEX. By signing this Agreement, the Member or Read-only Member confirms that they have received the Fee Schedule and are familiar with the fees applicable to the provision of the API service.

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

3.3. The Member or Read-only Member shall be obliged to pay to CROPEX the applicable fees for provision of the API Service in accordance with the Fee Schedule.

3.4. Payments hereunder shall be made via a bank transfer to the benefit of CROPEX to the bank account provided in the invoice, in the deadline pursuant to the Fee Schedule.

3.5. In the event of late payment under this Article 3., the Member or Read-only Member shall owe to CROPEX Statutory Default Interest accrued to the amount of the outstanding payment for each day of delay until the date the payables have been finally settled.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. By signing this Agreement, the Member or Read-only Member agrees and undertakes to use the API Service in accordance with and in compliance with the provisions of the API General Terms of CROPEX and all other special terms relating to use of API Service, published on the CROPEX Website, including its subsequent amendments and supplements. The Member or Read-only Member declares that it is familiar with and agrees with the provisions of the API User Terms and is deemed bound by the latter by signing this Agreement.

4.2. In the event of mismatch between this Agreement and API User Terms, the agreed herein shall apply.

4.3. The Member or Read-only Member undertakes to address all its questions and claims related hereto only to CROPEX.

4.4. The Member or Read-only Member shall be entitled to obtain assistance from CROPEX in the event of problems occurring when using the API Service, where CROPEX shall be notified in the following way:

- At on-duty telephone number of CROPEX +385 1 5566 700
- Via e-mail support@cropex.hr
- Upon notification the Member or Read-only Member shall have to describe the technical problem, where it has been identified, contact person and other necessary information required by CROPEX.

If required, a representative of CROPEX shall give further instructions via phone or e-mail for certain actions that need to be performed to remedy the problem with using the API Service.

In case any of the above contact information (on-duty telephone number or e-mail of CROPEX) changes, CROPEX will inform the Member or Read-only Member thereof via e-mail.

4.5. With a view to supporting the system set-up activities related to the use of the API Service, CROPEX may upon request provide technical information to the Member or Read-only Member.

4.6. Following completion of the system set-up process by the Member or Read-only Member, CROPEX shall organize a certification test during which the Member or Read-only Member undertakes to demonstrate that its systems operate correctly and safely with respect to the DA ETS and/or ID ETS and/or CASS and/or REMIT database, depending on whether the Member or Read-only Member uses the API service on DA ETS and/or on ID ETS and/or CASS and/or REMIT.

4.7. CROPEX undertakes to provide access to the API Service in accordance with a certification process for access to the API Service, published on the CROPEX Website.

4.8. Upon successful completion of the certification process, CROPEX shall issue a certificate of readiness to the Member or Read-only Member for use of API Service. The respective certificate shall be issued in form of an e-mail only provided that CROPEX, at its complete discretion, deems that operation of Member's or Read-only Member's systems is correct and safe with respect to the DA ETS and/or ID ETS and/or CASS and/or REMIT database, depending on whether the Member or Read-only Member uses the API service on DA ETS and/or on ID ETS and/or on CASS and/or on REMIT.

4.9. In case CROPEX determines that operation of Member's or Read-only Member's systems is not correct and/or not safe with respect to the DA ETS and/or ID ETS and/or CASS and/or REMIT database pursuant to the paragraph above, and, consequently, refuses to issue certificate of readiness, this Agreement shall be terminated by law with regard to the database for which a certificate of readiness for use of API Service is not issued, as of the date when CROPEX has informed the Member or Read-only Member thereof by written notice sent by registered letter. It shall be deemed that the Member or Read-only Member has received the respective notice upon expiry of 3 days as of submitting the notice to the post office via registered mail. In case

of termination of the Agreement based on this paragraph, the Parties shall not have any mutual claims in connection with this Agreement and its termination.

4.10. Upon upgrading to a new version of the API Service or in the event of a planned or incidental disconnection of the service, CROPEX shall publish information on CROPEX Website.

4.11. CROPEX shall provide the Member or Read-only Member with appropriate guidance documentation and code examples on how to access and use the API Service.

5. EFFECTIVENESS AND CHANGES

5.1. This Agreement shall be entered into after it has been duly signed by the parties and will come into force subject to the condition precedents in clause 5.2. below.

5.2. Provision of API Service shall be subject to the following cumulative condition precedents:

a) payment of the fees under Article 3 by the Member or Read-only Member and

b) issuing a certificate of readiness by CROPEX, pursuant to Article 4.8 of this Agreement.

5.3. All amendments and supplements to this Agreement shall be made in a written form.

6. CHOICE OF LAW AND DISPUTE RESOLUTION

6.1. This Agreement shall be governed by, construed and take effect in accordance with Croatian law.

6.2. 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.

6.3. Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any proceedings in the Croatian courts and any claim that any such proceedings have been brought in an inconvenient forum, and further irrevocably agrees that a judgement in any proceedings brought in the Croatian courts shall be conclusive and binding upon such Party and may be enforced in the courts of any other jurisdiction in accordance with the enforcement law of that jurisdiction.

6.4. Unless explicitly stated otherwise in this Agreement or API User Terms, any notice, notification, request, letter, instruction, authorization, claim, demand, consent, waiver or any other form of communication which shall have to be made, delivered or submitted (or which is allowed to be made, delivered or submitted) based on or in connection herewith (each referred to as "notice" for the purposes of this Agreement) shall have to be in writing and pursuant to the procedure stipulated in Trading Rules.

* * *

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.

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

Request for API access
Agreement for provision of API service – Annex 1

For and on behalf of the Member or Read-only Member

Signature	Name and function (capital letters)
Place	

For and on behalf of CROPEX

Signature	Name and function (capital letters)
Place	