CROATIAN POWER EXCHANGE

REMIT General Terms

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CROATIAN POWER EXCHANGE Ltd.

1. BACKGROUND

CROATIAN POWER EXCHANGE Ltd. ("**CROPEX**") offers Services to the Members.

These REMIT General Terms (the "**General Terms**") shall govern the provision of the Services to Members and shall constitute an integral part of the Agreement between CROPEX and a Member.

Annex 1: Services Schedule forms an integral part of these General Terms.

In case of conflict between these General Terms and Annex 1: Services Schedule, the provisions of Annex 1 shall prevail.

2. DEFINITIONS

Capitalised terms shall, when used herein and elsewhere in the Agreement, have the meaning ascribed to them below:

ACER means the Agency for the Cooperation of Energy Regulators, as established through Regulation 713/2009 of the European Parliament and the Council of 13 July 2009.

Agreement means in relation to each Service, the "REMIT Data and Reporting Services Agreement" entered into between CROPEX and the Member.

Business Hours means Business Days between 08:00 and 18:00 CET/CEST.

Contact Person means a natural person who shall be authorised to represent the Member in relation to the Agreement or an individual Service.

CROPEX Facility means either the Member Portal, any Service Interface and/or the CROPEX Website.

CROPEX Website means www.cropex.hr.

Member Data means any data concerning the Member that is required to perform the Services under the Agreement.

Member Portal means a web-based interface made available by CROPEX, in which the Member can administer information relating to its account and perform certain communications with CROPEX.

Data Recipient means the platform and/or entity (other than CROPEX) to which CROPEX shall deliver or make available the relevant Member Data (in a derived format where applicable) to perform a Service.

Data Source means the platform and/or entity that shall deliver or make available to CROPEX the relevant Member Data in order for CROPEX to perform a Service.

Fee Schedule means the fee list for the Services published by CROPEX on CROPEX Website, setting out the fee(s) and terms of payment and invoicing for each Service.

OMP means Organised Market Place as defined in the REMIT Implementing Regulation.

Party means either CROPEX or the Member. “Parties” shall be construed accordingly.

REMIT Implementing Regulation means Commission Implementing Regulation (EU) No 1348/2014, with any subsequent amendments.

RRM means Registered Reporting Mechanism, a person that reports trade and / or fundamental data directly to the ACER under REMIT.

Service means any of the individual services which the Member subscribes to under the Agreement, as specified in the Service Schedule. The term “Services” shall be construed accordingly.

Service Hours means the hours during which each Service shall normally be available, as set out in the respective Service Schedule, excluding any planned maintenance.

Service Interface means the system which is used for the provision of Member Data in relation to each Service, as specified in the Service Schedule.

Service Schedule means a description issued by CROPEX specifying the contents of and, if applicable, any special terms and conditions applicable to a Service; envisaged in Annex 1 to these General Terms.

Support Hours means the regular hours during which support services are offered by CROPEX for any particular Service, as set out in the Service Schedule.

Support Service means CROPEX´s manually operated support service (helpdesk) which can be reached during Support Hours at such contact details as are set out in the relevant Service Schedule and/or on the CROPEX Website.

Capitalised terms used in these General Terms, which are not defined herein, shall have the meaning ascribed to them in Trading Appendix 1 - Definitions to CROPEX’s General Terms - Trading Rules.

3. PARTIES TO AND SCOPE OF THE AGREEMENT

The Parties to the Agreement are CROPEX as a provider of the Service and the Member as a recipient of the Service.

The Service shall be provided with regard to CROPEX Market(s) as specified in the Agreement.

The Agreement shall govern all Services performed by CROPEX for the Member, and any matters arising out of CROPEX’s provision of the Services for the Member.

These General Terms, together with the Service Schedule, set out the terms on which each Service is offered to the Member. The Member is deemed to accept the terms and conditions for each Service by entering into the Agreement.

A Services Schedule may set out special conditions for the relevant Service. To the extent there is a conflict between the General Terms and a Service Schedule, the latter shall prevail.

4. MEMBER'S RIGHTS AND OBLIGATIONS

The Member must be registered as a market participant with the relevant national regulatory authority as mandated by the Article 9 of REMIT prior to concluding the Agreement. The Member provides CROPEX with its unique market participant identification code listed in the Agreement.

The Member is solely responsible for its registration and for notifying the relevant national regulatory authority any change which has taken place as regards the information provided in the registration form, in accordance with the Article 9 of REMIT. The Member shall also notify CROPEX of such changes and of notification to the relevant national regulatory authority immediately and without delay.

The Member is granted a non-exclusive and non-transferable right to access and use the relevant CROPEX Facilities in relation to each Service, subject to payment of the relevant fees in accordance with the Agreement and during the term of the Agreement.

The Member is solely responsible for:

a) the availability, functionality, operation and use of all facilities needed to access and use the CROPEX Facilities, including any telecommunication lines, hardware equipment, operating platforms and other software;

b) the correctness, completeness, timeliness and format of Member Data (except where CROPEX is the Data Source) and any other information needed in order for CROPEX to perform a Service, and that such information meets the requirements needed for each Service; and

c) any legal arrangements such as registrations, authorisations, licenses, agreements, or similar between the Member and third parties that are required for the Member's use of the relevant Service or for CROPEX to perform the Service for or on behalf of the Member.

The Member shall provide CROPEX with all information necessary in order for CROPEX to perform the Service for or on behalf of the Member (including updates to such information where applicable). The Member is solely responsible for any communication with any third parties unless explicitly included in the relevant Service Schedule.

Additional rights and obligations for the Member may follow from individual Service Schedule.

5. CROPEX'S RIGHTS AND OBLIGATIONS

CROPEX shall perform the relevant Service in accordance with the Agreement.

CROPEX shall not be obliged to verify, correct, or otherwise check the Member Data unless CROPEX is the Data Source or as otherwise stated in the respective Service Schedule.

CROPEX shall take all reasonable and practicable steps to maintain the continuity of access to and technical capacity of the CROPEX Facilities at all times, and to provide the Member with reasonable notice of planned system outages and other matters affecting use or access to the Service, but will not be responsible for:

a) any suspension, interruption, temporary unavailability or fault occurring in the provision of the relevant CROPEX Facility provided that CROPEX has not acted with gross negligence in connection therewith;
b) any loss or damage whatsoever and howsoever caused arising in connection with the use of information or services acquired or accessed by the Member through use of the Service howsoever;
c) any loss or damage incurred as a result of the malfunction, instability or unavailability of systems, equipment or services delivered by third parties or other circumstances for which CROPEX is not responsible, including Force Majeure and the unavailability of the Data Recipient; and
d) the further processing of, or failure to process, any data following CROPEX provision of such data to a Data Recipient in accordance with the terms for the relevant Service.

CROPEX shall endeavour to perform all maintenance work to the CROPEX Facilities outside of Business Hours and shall give the Member prior notice of any planned maintenance which may affect the Service. CROPEX may also set regular maintenance periods for each Service, during which the Service and/or the relevant CROPEX Facility may not be available.

CROPEX shall provide reasonable Support Services to the Member within Support Hours. All Support Services are provided on an “as available” and “reasonable effort” basis, without any guarantees.

Additional rights and obligations for CROPEX may follow from individual Service Schedule.

6. USE OF THE CROPEX FACILITIES

All access to and use of the CROPEX Facilities shall be in accordance with the instructions and guidelines provided on the CROPEX Website. Changes in these guidelines are announced through the CROPEX website.

The functionality of the CROPEX Facilities is limited to such functionality as CROPEX decides to make available at any given time and may change from time to time.

The Member shall ensure that any persons acting on behalf of the Member are properly authorised to do so and acquainted with the relevant CROPEX Facility prior to use, and any subsequent changes to it.

The Member shall ensure that those parts of its software and equipment used to connect with a CROPEX Facility complies with the requirements to connect to the relevant CROPEX Facility and Service (as may be amended from time to time), and is solely responsible for the functionality, availability and use of all facilities which CROPEX does not provide.

The Member shall ensure that any log-in credentials provided by CROPEX for the Member to use a CROPEX Facility (such as user names, passwords or tokens) are treated confidentially, used only for the intended purpose and in connection with the relevant Service, and that adequate security measures are in place at the Member’s facilities to prevent unauthorised access or use. The Member is strictly liable for all use of any credentials registered to the Member until CROPEX, following the written request of the Member’s Contact Person, has confirmed in writing that the relevant credentials have been disabled.

The Member shall use reasonable endeavours to ensure that any software and hardware it uses to connect to a CROPEX Facility is free from any computer viruses or similar malicious code.

If CROPEX at any time has reason to believe that the Member's use of a CROPEX Facility is causing a security threat to CROPEX or other users, or is affecting CROPEX or other users' use of the relevant CROPEX Facility in an adverse and unusual manner, CROPEX may disconnect and/or suspend the Member from the relevant CROPEX Facility, provided that CROPEX shall immediately inform the Member thereof.

7. FEES, INVOICING AND PAYMENT

Applicable fees for the provision of the Service are stated in the Fee Schedule published on CROPEX Website. CROPEX shall invoice the Member and the Member shall pay for the provided Service in accordance with the applicable fees stated in the Fee Schedule.

CROPEX shall invoice the Member in the manner and within deadlines as envisaged in the Fee Schedule.

All invoices are payable within thirty (30) days from the invoice date. Any late payment will be charged a Statutory Default Interest rate in amount of the at all times prevailing statutory late penalty interest rate in Croatia applicable to commercial contracts.

In case the Member does not pay its fees when due, CROPEX has the right to suspend the Service to the Member, without CROPEX's liability to the Member and without affecting the Member's obligation to pay all fees for already provided Service.

CROPEX shall provide a written notice on such suspension of the Service and start suspending the Service ten (10) calendar days after CROPEX sends a written notice (e-mail) on the suspension to the Member.

8. BREACH OF THE AGREEMENT

The Member shall give CROPEX immediate written notice in case of errors in the Service or any breach of the Agreement and allow CROPEX a reasonable time to remedy the error or the breach. The Member shall have no further claims towards CROPEX in case an error or the breach is remedied within such reasonable remedy period.

Parties mutually confirm that if CROPEX is prevented from timely reporting any information to ACER because of the Member's failure to timely deliver true and accurate necessary information or changes of such information to CROPEX, regardless of whether CROPEX explicitly required such information from the Member or not, such omission by CROPEX to report to ACER will not be considered a breach of the Agreement and shall not give rise to any Member's claims toward CROPEX.

9. LIMITATION OF LIABILITY

The liability of CROPEX under the Agreement shall be limited to cases of gross negligence and/or wilful misconduct. CROPEX shall not be liable for ordinary negligence.

To the extent permitted by law, neither Party shall be liable to the other for any loss of profit, loss of business, or any other indirect incidental, special or consequential damages of any kind arising from a breach of their obligations under the Agreement.

10. FORCE MAJEURE

Neither Party shall be liable for any loss or damage in respect of any failure on its part to perform any of its obligations under the Agreement if Force Majeure prevents the performance of its relevant obligations, nor shall this be deemed a breach of contract by that Party.

“Force Majeure” means the occurrence of an event which (i) is outside the reasonable control of the affected party and (ii) which prevents such party from performing one or more of its obligations under the Agreement, provided that (iii) such event or the impact of such event on the party's performance of relevant obligation(s) could not reasonably have been overcome or have been prevented by such party within the time allowed for performance of the relevant obligation(s).

A Party wishing to invoke Force Majeure must give the other Party notice as soon as possible and give the other Party such other information as the other Party may reasonably request in connection therewith.

11. INTELLECTUAL PROPERTY RIGHTS

The Member retains any intellectual property rights pertaining to its Member Data, provided that CROPEX:

a) shall always be entitled to process and use the Member Data as deemed required by CROPEX to perform the relevant Service; and
b) CROPEX shall have a perpetual, non-exclusive, royalty-free licence (which shall survive the termination of the Agreement) to further process and use Member Data for the purposes of research and statistical analysis, internal reporting and administration, business development, and other purposes as may be permitted by law, always subject to the confidentiality obligations of clause 12 and provided that the Member shall have no liability to CROPEX for any such use of the Member Data.

12. CONFIDENTIALITY

Delivery of data to third parties by CROPEX in accordance and/or in connection with the terms of the Agreement shall not be considered a breach of confidentiality under any other agreement between CROPEX and the Member, especially including but not limited to the Membership Agreement.

The Parties shall keep information received about each other and their business confidential, unless the receiving Party has received or receives such information without a duty of confidentiality, or such information has fallen into the public domain, or is required to be disclosed by virtue of law.

The duty of confidentiality shall not prevent CROPEX from disclosing any information to the Data Recipient or the Data Source as necessary to perform the Service. CROPEX may furthermore disclose confidential information to any person or contractor engaged by CROPEX in performing the Service, provided that such person or entity is subject to a duty of confidentiality substantially corresponding to that of CROPEX.

13. TERM AND TERMINATION

The Agreement is concluded for indefinite period of time.

The Agreement may be terminated at any time upon delivery of a written notice thirty (30) days prior to the termination, by the Party terminating the Agreement.

Notwithstanding the paragraph above, CROPEX may terminate the Agreement by shorter notice if circumstances beyond the reasonable control of CROPEX make further provision of the Service by CROPEX illegal, impossible or significantly more burdensome or costly than CROPEX had reason to expect at the moment of concluding the Agreement.

Either Party may terminate the Agreement by written notice to the other Party if the other Party materially breaches its obligations and such material breach is not remedied within ten (10) days after receipt of the written notice from the non-defaulting Party. For avoidance of doubt failure to fulfil any payment obligation by the Member, shall be deemed material breach of the Agreement.

Termination shall not affect rights or obligations accrued by the time of termination. Any provision of the Agreement which by nature is intended to survive termination shall remain binding until such rights or obligations have been satisfied or released, especially including but not limited to the obligation of confidentiality envisaged in clause 12 of these General Terms.

The Agreement shall be automatically terminated, without further notice, if Parties for any reason or in any circumstances terminate the Membership Agreement. The Agreement cannot remain in force if Member does not have a valid Membership Agreement.

14. COMMUNICATIONS

Written communications between the Parties shall be in English or Croatian, unless the Parties agree to another language.

Any notice to be given in writing under the Agreement may be sent by either e-mail to the Contact Person of the other party, or through the Member Portal, or through the Service Interface.

CROPEX may deliver operational messages relating to the Services through the CROPEX Website, including information about maintenance periods and amendments of the General Terms and/or any Service Schedule.

The Contact Person is authorised to represent Member in any and all matters arising out of the Agreement. This shall not however limit the authority of other persons (if otherwise duly authorised) to represent the Member.

The Member represents and is deemed to represent upon each use of a Service, that the Member details and details concerning any third parties that are relevant for CROPEX to perform the Services, including all contact information, are updated, true and accurate, and that CROPEX shall not be obliged to perform any independent verification of any such information.

15. GOVERNING LAW AND DISPUTE RESOLUTION

These General Terms and the Agreement shall be governed by laws of the Republic of Croatia.

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 these General Terms and the Agreement, including any question as to its existence, validity or termination.

16. AMENDMENTS TO THE GENERAL TERMS AND FEE SCHEDULE

CROPEX has the right to amend these General Terms and Fee Schedule unilaterally from time to time. CROPEX shall notify the Member about amendments to these General Terms and/or Fee Schedule, as the case may be, at least fourteen (14) days before the amendments come into force by publication on CROPEX Website and by an e-mail notification with the confirmation of the delivery to the recipient; for avoidance of doubt publication on CROPEX Website will serve as conclusive proof of the publication of the amendments.

If the Member does not agree with the amendments, the Member has the right to terminate the Agreement by written notice on termination which has to be delivered to CROPEX within ten (10) days after the amendments to the General Terms, or Fee Schedule, as the case may be, have been published on CROPEX Website.

The Member does not have the right to terminate the Agreement according to this clause if the amendments offer the same conditions of using the Service (i.e. when the amendments to the General Terms or Fee Schedule do not put the Member at a disadvantage in comparison to previous version of the respective document(s)) or when the amendments give the Member more favourable conditions of use of the Service.

If CROPEX does not receive the Member's written notification on termination of the Agreement within ten (10) days as of the publication of the amendments on CROPEX Website, it shall be considered that the Member agrees with the proposed amendments to the General Terms or Fees Schedule, as the case may be.

If the Member validly terminates the Agreement in accordance with this clause, the Agreement shall be terminated immediately upon receipt of the termination notice by CROPEX.

In case of termination in accordance with this clause, the Member shall have no claims against CROPEX.

17. ASSIGNMENT

The Agreement nor the claims and rights arising from the Agreement are not assignable or transferable to any third person, without the prior written consent of the other Party.

Notwithstanding the above, CROPEX may assign or transfer its rights under the Agreement to any company within the same group of companies as CROPEX and to any entity which acquires, through share or asset acquisition, business amalgamation or otherwise, the impact on business of CROPEX relevant to its performance under the Agreement.

CROPEX is entitled, for the purpose of providing the Services, to engage third parties.

18. LANGUAGE

These General Terms are drafted in Croatian and English language. In case of any discrepancies between the English and Croatian language version, the Croatian version will prevail, and the English language version shall be amended and modified accordingly to correspond with the Croatian language version of the General Terms. Such amendments and modifications of the English language version shall not be considered an amendment in accordance with clause 16 of these General Terms, and shall not give rise to Member's right to terminate the Agreement based on clause 16 of these General Terms.

19. ENTRY INTO FORCE

These General Terms enter into force on 21.10.2026.

Upon the entry into force of these General Terms, the General Terms dated 30 September 2025 shall cease to be valid.

All references to CROPEX markets in Agreements, including their Annexes, concluded prior to the entry into force of these General Terms shall be deemed to refer to CROPEX markets in the Croatian Bidding Zone.A Member wishing to use the Service in relation to a CROPEX market in the Slovenian Bidding Zone shall be required to amend its Agreement accordingly beforehand.

The provisions of these General Terms relating to the provision of Services on a particular market in the Slovenian Bidding Zone shall apply from the date of commencement of Trading on the relevant market, as determined and announced by CROPEX in accordance with the Trading Rules.

In Zagreb, on 5.10.2025.

Siniša Piplica, CEO

Annex 1

Services Schedule

Service 1:

Name of the Service	Service 1: Reporting of transactions traded on CROPEX Markets to ACER
Service Description	CROPEX shall provide the Service to the Member by providing ACER, through a third party RRM, with a record of the Member's Transactions taking place at CROPEX Markets stipulated in the Agreement, including the Member's orders to trade, pursuant to Article 8(1) of REMIT. Relevant order and trade data for the Member shall be extracted automatically from CROPEX's trading platform and delivered to ACER no later than on the working day following the conclusion of the contract or placement of the order or the auction, as applicable from case to case, in accordance with Article 7 of the REMIT Implementing Regulation. This Service does not encompass providing ACER with data on the Member's activities which take place out of CROPEX Markets stipulated in the Agreement or with data on Member's non-standard contracts.
Technical Requirements	Recent web browser as specified by CROPEX, and internet access.
Data Source	CROPEX
Data Recipient	ACER
Service Interface	REMIT application (access through Member Portal) for oversight over the reporting process and manual access to Member Data in "ACER XML" format.
Service Hours	00:00-24:00 CET all days (24/7/365).
Service Support	08:00-16:00 CET for technical assistance with the Member Portal.
Reporting Frequency	Daily.

Service 2:

Name of the Service	Service 2: Provision of the data on Member's transactions on CROPEX Markets for the purpose of reporting it to ACER through another RRM
Service Description	CROPEX shall provide the Service to the Member by providing to the Member the record of the Member's orders and trades on CROPEX Markets stipulated in the Agreement, pursuant to the Article 8(1) of REMIT, in order for the Member to report these data to ACER by using another RRM. Relevant order and trade data for the Member will be extracted automatically from CROPEX's trading platform and delivered to the Member no later than on the working day following the conclusion of the contract or placement of the order or the auction, as applicable from case to case in accordance with the Article 7 of the REMIT Implementing Regulation. Solely Member is responsible for reporting the respective data to ACER. CROPEX shall have no responsibility to report the respective data to ACER. CROPEX's obligations under the Agreement are fulfilled by providing the respective data to the Member.
Technical Requirements	For the REMIT API: A client application able to connect to an API interface, and internet access. For the REMIT Portal: Recent web browser as specified by CROPEX, and internet access.
Data Source	CROPEX
Data Recipient	Member
Service Interface	REMIT Application Programming Interface (REMIT API) for automated (computer to computer) access to Member Data in "ACER XML" format. REMIT Portal application (access through Member Portal) for manual access to Member Data in "ACER XML" format.
Service Hours	00:00-24:00 CET all days (24/7/365).
Service Support	08:00-16:00 CET for technical assistance with the Member Portal and the Service Interface.
Reporting Frequency	Daily.