CROATIAN POWER EXCHANGE

API General Terms

API General Terms & Conditions

CROATIAN POWER EXCHANGE Ltd.

1. BACKGROUND

CROATIAN POWER EXCHANGE Ltd. ("**CROPEX**") provides access to application programming interfaces (each an "**API**") to enable Members or Read-only Members to interface with its systems and/or markets. These API General Terms & Conditions (the "**General Terms**") set out the terms upon which CROPEX makes its APIs available to Members or Read-only Members.

With respect to any individual API, these General Terms may from time to time be supplemented by special terms and conditions (the "**Special Terms**"), published at CROPEX Website. To the extent there is a conflict between these General Terms and the Special Terms applicable to an individual API, the relevant Special Terms will prevail. The General Terms and such Special Terms as are from time to time in force between CROPEX and a Member or Read-only Member shall together be referred to as the "**API User Terms**".

The use of any one or more of the APIs by a Member or Read-only Member does not oblige CROPEX to make available any other API to such Member or Read-only Member.

2. DEFINITIONS

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

3. AGREEMENT FOR PROVISION OF API SERVICE

A Member or Read-only Member wishing to gain access to API must submit to CROPEX a Request for API service, published at http://www.cropex.hr (the "**CROPEX Website**"), for configuration and provision of access through application programming interfaces (API) to Day Ahead electronic trading system, hereinafter referred to as "**DA ETS**" and/or to Intraday electronic trading system, hereinafter referred to as "**ID ETS**" and/or Clearing and Settlement System, hereinafter referred to as "**CASS**" and/or REMIT transaction reporting service, hereinafter referred to as "**REMIT**". When submitting the Request for API service, the Member or Read-only Member is free to choose whether he wants provision of access through API to DA ETS and/or ID ETS and/or CASS and/or REMIT, provided that the Member or Read-only Member has obtained active status on the respective CROPEX market to whose electronic trading system the Member or Read-only Member wants provision of access through API (Day Ahead market in the Croatian Bidding Zone and/or Intraday market in the Croatian Bidding Zone and/or Day Ahead market in the Slovenian Bidding Zone and/or Intraday market in the Slovenian Bidding Zone) in accordance with the Trading Rules, or in case of access to REMIT, that he concluded with CROPEX a REMIT Data and Reporting Services Agreement.

CROPEX shall consider the Request for API service by verifying the data provided. If further information needs to be provided and/or in the event of an irregularity of the request, CROPEX shall instruct the Member or Read-only Member to provide the additional information required and/or remedy the irregularities.

CROPEX reserves the right to refuse any Request for API service if it determines, in its reasonable discretion, that there are justified reasons for refusal related to such Member or Read-only Member or such Member's or Read-only Member's activity in CROPEX Markets. In case CROPEX approves the Request for API service, CROPEX and the Member or Read-only Member shall enter into an agreement for provision of API Service ("**Agreement**").

Subject matter of the Agreement is provision of the following services: configuration, provision of access through application programming interfaces (API) to DA ETS and/or ID ETS and/or CASS and/or REMIT administrated by CROPEX and support, hereinafter referred to as „**API Service**".

4. API SERVICE

API Service shall consist of the following:

a) one-time configuration of user account enabling access to the CROPEX Markets through API;

b) provision of access through application programming interfaces (API) to DA ETS and/or ID ETS and/or CASS and/or REMIT;

c) support to the Member or Read-only Member in case of malfunctions or problems with accessing the APIs, pursuant to Articles 10.3 and 13.1 of this Agreement.

5. ACCESS TO TECHNICAL INFORMATION

To facilitate the necessary system development by the Member or Read-only Member, CROPEX may, on request, make available to the Member or Read-only Member certain technical information relating to a specific API (the "**Technical Information**").

The Technical Information is provided on an "as is" basis and without any warranty (express or implied). CROPEX is not responsible for material defects, and does not provide any statements or warranties, including any statement, any warranty of merchantability and/or fitness for a particular purpose.

Each Member or Read-only Member that has access to the Technical Information for an API shall be bound by the terms of the API User Terms from the moment such information is accessed.

6. SYSTEM DEVELOPMENT TESTING

As soon as the Member or Read-only Member has completed the necessary system development with respect to an API, the Member or Read-only Member shall contact CROPEX to arrange a system test. The system test consists of a test session conducted by CROPEX, during which the Member or Read-only Member will be required to demonstrate that its system will have no detrimental effect on any of CROPEX's systems and/or markets, or CASS and/or REMIT database, as applicable.

CROPEX shall have no responsibility, and the Member or Read-only Member is solely responsible, for:

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

b) the correctness, completeness, timeliness and format of its data (except where CROPEX is the data source) and any other data needed for the functionality of the API, and that such information meets the requirements needed for the functionality of the API;

c) any legal arrangements such as registrations, authorizations, licenses, agreements, custom identification details or similar between the Member or Read-only Member and third parties that are required for the Member's or Read-only Member's use of the API.

Additional rights and obligations applicable to the Member or Read-only Member may be specified in the relevant Special Terms relating to any one or more of the APIs.

7. API LICENCE

In consideration of the Member or Read-only Member becoming bound by and continuing to comply with the Agreement, Member or Read-only Member is granted a non-exclusive, non-transferable, non-sub-licensable, revocable right to use such API(s) only on CROPEX Markets, as it requires to send and transmit data to the extent necessary to interface with one or more of CROPEX's systems and/or markets. The respective right is granted for a limited period of time, until the termination of the Agreement, or until CROPEX revokes such right pursuant to the terms of the Agreement.

8. ACCESS TO AND USE OF API

All access to and use of any API shall be in accordance with the instructions and guidelines provided on the CROPEX Website. Changes in these instructions and guidelines shall be published through the CROPEX Website.

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

The Member or Read-only Member undertakes and warrants that:

(i) any persons acting on its behalf are properly authorised to do so and are acquainted with the relevant API prior to its use, and any subsequent changes to it;

(ii) the parts of its software and equipment used to access and use the API comply with the requirements to connect to the relevant API (as such requirements may be amended from time to time), and that it is solely responsible for the functionality, availability and use of all facilities which CROPEX does not provide;

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

The Member or Read-only Member undertakes and warrants that:

(i) any Orders placed through the API are not erroneous;

(ii) any software and hardware it uses to connect to an API is free from any computer viruses or similar malicious code.

If CROPEX at any time has reason to believe that the Member's or Read-only Member's use of an API is causing a security threat to CROPEX or other market participants or databases which are accessed through API, or the market in general, or is affecting CROPEX's or other users' use of the relevant API in an adverse and unusual manner, CROPEX may disconnect and/or suspend the Member or Read-only Member from using the relevant API, and immediately inform the Member or Read-only Member of such disconnection and/or suspension.

The Member or Read-only Member shall be obligated to pay all damages that CROPEX suffers as a result of breach of any of the obligations envisaged in this paragraph, in full amount, including any third-party claims.

CROPEX shall not be liable for any losses or damages which may accrue to the Member or Read-only Member from such disconnection and/or suspension.

9. API CHANGES

The APIs will be subject to version control. CROPEX reserves the right to amend any API from time to time and will endeavour to provide the Member or Read-only Member with reasonable notice of such amendments via the CROPEX Website.

Following any amendment to the current version of any API, CROPEX shall be entitled to cease to support all older versions of that API. In such cases, the cessation of support of any older version of the API will be communicated via the CROPEX Website. CROPEX will

use its best endeavours to ensure that older versions of any APIs will remain functional, but does not warrant or guarantee that this will be possible.

10. CROPEX' RIGHTS AND OBLIGATIONS

10.1. Accessibility

CROPEX will take all reasonable and practicable steps to maintain the continuity of access to and technical capacity of any API at all times, and if practically possible, to provide the Member or Read-only Member with reasonable notice of planned system outages and other matters affecting use or access to the API, but will not be responsible for:

a) any suspension, interruption, temporary unavailability or fault occurring in the accessibility or functioning of the relevant API, unless such suspension, interruption, temporary unavailability or fault is the result of CROPEX's own gross negligence or wilful default;

b) any loss or damage whatsoever and howsoever arising as may be suffered or incurred in connection with the use of information or services acquired or accessed by the Member or Read-only Member through use of the API; or

c) any loss or damage whatsoever and howsoever arising as may be suffered or incurred as a result of the malfunction, instability or inaccessibility of the API. Furthermore, CROPEX shall not be responsible for equipment or services delivered by third parties or other circumstances for which CROPEX is not responsible, including Force Majeure.

10.2. Monitoring and Management of API Use

By using any one or more of the APIs, the Member or Read-only Member accepts and agrees that CROPEX shall have the right to monitor the Member's or Read-only Member's use of the API(s) to ensure that the API(s) is/are being used in an appropriate manner. Instructions and guidelines on how to use API(s) in the appropriate manner are published at CROPEX Website. Examples of misuse include but are not limited to:

- The re-transmission, re-selling or publication in any form whatsoever of any data made available to the Member or Read-only Member via the API.
- The API not being used as intended – for example by the polling of data more frequently than it is updated.
- Unauthorised use of any log-in credentials.
- Any infringement of CROPEX's or third party's intellectual property rights in connection with any API.
- Submitting or amending data requests at a rate that is deemed to be beyond that what is acceptable (as determined by CROPEX in its absolute discretion), as set in technical specifications that are available on CROPEX Website.
- Any breach of the CROPEX Trading Rules or Clearing Rules or any applicable law.

CROPEX shall be entitled to take such actions as are reasonably necessary to ensure that the performance of CROPEX's markets is not impacted by the Member's or Read-only Member's use of any APIs. In the event of any misuse, CROPEX reserves the right to immediately and without any prior notice limit access to relevant APIs or to suspend or revoke one or more of the Member's or Read-only Member's log-in credentials. The Member or Read-only Member shall be obligated to pay all damages that CROPEX suffers as a result of breach of any of the obligations envisaged in this paragraph, in full amount, including any third-party claims.

In addition, CROPEX reserves the right, from time to time, to limit:

- The number of data requests and/or submissions made via an API by the Member or Read-only Member over a given period; or
- The amount of data being returned to the Member or Read-only Member via the API,

in each case as CROPEX deems appropriate in its absolute discretion.

10.3. Maintenance and Support

CROPEX will endeavour to perform all maintenance work to any API outside of Trading Hours where possible, and shall give the Member or Read-only Member prior notice of any planned maintenance which may affect the relevant API. CROPEX may also set regular maintenance periods for each API, during which the API may not be accessible.

CROPEX will provide the Member or Read-only Member with appropriate guidance documentation and code examples that will provide details on how to access and use the API.

Although CROPEX will use its best endeavours to ensure that the APIs are functional, CROPEX shall have no obligation to provide support to the Member or Read-only Member nor to do any other acts with regard to remedying any malfunctions, defects or inaccessibility of APIs, beyond providing the relevant Technical Information. Any technical assistance required by the Member or Read-only Member as a result of the integration of any API within the Member's or Read-only Member's business processes will be the Member's or Read-only Member's sole responsibility.

Additional rights and obligations applicable to CROPEX may be specified in the relevant Special Terms relating to the relevant API.

11. FEES, INVOICING AND PAYMENT

Access to any API is conditional upon the Member or Read-only Member paying the applicable fees, pursuant to the Fee Schedule published on the CROPEX Website and the Agreement.

For all Members or Read-only Members the fees are payable in EUR currency.

In any case where the Member or Read-only Member does not pay any of its fees when due, CROPEX has the right to immediately suspend the Member's or Read-only Member's access to one or more APIs on not less than three (3) Banking Days' after sending written notice to the Member or Read-only Member, without CROPEX's liability to the Member or Read-only Member and without affecting the obligation to pay the fees.

12. COLLATERAL

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 the Agreement or in connection with the Agreement.

13. BREACH OF CONTRACT

13.1. Errors in technical implementation of API

The Member or Read-only Member shall give CROPEX immediate written notice if it reasonably believes there to be errors in any API, and CROPEX shall use its best endeavours to correct such errors within a reasonable time from the receipt of such notice.

13.2. Use of API

CROPEX does not give any statement or warranty (express or implied) as to the availability of any of the APIs, its merchantability, and fitness for a particular purpose, or as to that the functions used or materials/information/data accessible or downloaded from them or from the CROPEX Website will be accurate, uninterrupted or free of errors, viruses or other harmful components. APIs and API Service provided to the Member or Read-only Member is on "as is" basis, and CROPEX's responsibility for material defects is excluded, and by concluding the Agreement, the Member or Read-only Member accepts and acknowledges that it is using APIs on its own risk. The Member or Read-only Member agrees to bear entirely any and all damages, detrimental consequences and costs that it may suffer as a result of using APIs or any possible malfunctions or defects of APIs. The Member or Read-only Member is not entitled to request any damages from CROPEX which it may suffer as a result of using APIs.

The Member or Read-only Member shall be liable for the full amount of any and all losses or damages caused by its acts or omissions.

13.3. Liability

Liability of CROPEX

The liability of CROPEX for fulfilment of its obligations under the Agreement shall be excluded in all cases other than where any losses or damage to a Member or Read-only Member is incurred or suffered as a result of CROPEX's gross negligence or wilful default. To the extent possible under applicable law, CROPEX shall not be liable to a Member or Read-only Member 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 its obligations under the Agreement.

Unless expressly agreed otherwise in a written agreement between the Member or Read-only Member and a third party, CROPEX is solely responsible and liable towards the Member or Read-only Member for the organization and operation of CROPEX Markets and for the provision of API service, in the manner set forth in the provisions of the Trading Rules, the API User Terms and the Agreement.

Liability of the Member or Read-only Member

The Member or Read-only Member shall indemnify CROPEX in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect, incidental, punitive, special or consequential losses, costs incurred and/or liabilities to third parties, including payment of penalties, damages or compensations under agreements between CROPEX and third parties, damages or cost, loss of profit, loss of reputation) and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by CROPEX arising out of or in connection with:

(i) any Member's or Read-only Member's omission, delay, or breach of the tasks, obligations, warranties and other circumstances which in the Agreement and/or the API User Terms are described as a subject or obligation the Member or Read-only Member shall perform or ensure or warrant; and

(ii) any Member's or Read-only Member's use of the API(s).

For avoidance of doubt, the Member or Read-only Member shall be obligated to indemnify CROPEX for the full amount of damages, losses, penalties and costs, and not just for amount of damage that, at the time of entering into the Agreement, had to be foreseen by the Member or Read-only Member as possible consequences of a breach of the Agreement, considering the facts it knew or should have known at the time.

The compensation pursuant to this Article shall be payable by the Member or Read-only Member within 20 (twenty) Banking Days as of the date of receiving a payment request from CROPEX, along with a document documenting the amount of the losses and/or damages without CROPEX being required to evidence its claims in court.

13.5. Force Majeure

For the purpose of these General Terms, the Force Majeure shall mean 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 and (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 (iv) could not have been foreseen at the time when the Agreement has been concluded and (v) have occurred after the Agreement was concluded but before the obligations which such event prevents have become due. For the purposes of this definition, acts of God or the public enemy, actions of a civil or military authority, terrorist or other criminal action, civil unrest, embargoes, fire, flood, labour dispute, unavailability or restriction of computer or data processing facilities, or unavailability or restriction of settlement systems or of bank transfer systems, shall normally be deemed to be outside the reasonable control of a party, provided that the party has otherwise acted with such prudence and care as could reasonably be expected of that party.

Neither CROPEX nor the Member or Read-only Member shall be liable for any loss or damage, and it shall not be deemed a breach of the Agreement by such party, in respect of any failure on its part to perform any of its obligations under the Agreement if Force Majeure prevents the performance of such obligations.

A party wishing to invoke Force Majeure must give the other party notice as soon as possible, but not later than 2 Business Days after becoming aware of the occurrence of Force Majeure, and give the other party such other information as the other party may reasonably request in connection there-with.

The affected Party is obligated to use all reasonable endeavours to mitigate the effect of the Force Majeure, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

The obligations of the Party affected by the Force Majeure shall be suspended for the period during which the Force Majeure lasts.

14. CONFIDENTIALITY

Each Party agrees to treat as confidential all information disclosed to it by the other Party in connection with the Agreement ("**Confidential information**"), and not to disclose it to any third party without prior written consent of the other party. Confidential information shall include, without limitation, Technical Information and other information received regarding use of APIs, any financial, commercial, technical or other information, data about trading participants, analyses, developments, studies, documents or other materials related to the business, management or operations of the other party, of any nature or in any form, including financial and operational results, markets, current or potential customers, ownership, methods of work, staff, agreements, commitments, legal issues or strategies, products, processes related to documentation, drawings, specifications, diagrams, plans, notices, data, templates, models, samples, software, software applications, computer devices or other materials or records or any other information, regardless whether in written or in oral form or on a computer disk or another device.

CROPEX is entitled to disclose any and all information regarding the Member or Read-only Member, Member's or Read-only Member's participation and activities in CROPEX Markets and Member's or Read-only Member's use of APIs to any person or contractor engaged by CROPEX in performing services in respect of any API, provided that such person or entity has undertaken an appropriate duty of confidentiality.

It shall not be considered as a breach of the confidentiality obligation when:

a. the information has been or is in the public domain without a breach of the Agreement by any of the parties;

b. the information is required to be provided to a regulatory or another competent authority or by virtue of law and the respective party is obliged to comply with such a requirement;

c. a party has received or receives such information from a third person without a duty of confidentiality.

The obligations pursuant to this clause refer to the respective party, all of its employees and natural or legal persons employed by it, where the respective party shall be responsible for the compliance with these obligations by such persons.

15. TERM AND TERMINATION

The Agreement is concluded for indefinite period of time.

The Agreement may be terminated by any party with 20 days' written notice to the other party, delivered by registered mail, whereupon at the expiry of such notice period all access to the Technical Information and use of APIs will immediately terminate.

Either party may terminate the Agreement by written notice to the other party, delivered by registered mail, if the other party breaches any of its obligations from the Agreement and such breach is not remedied within five (5) Banking Days from the delivery of the written notice thereof by the non-defaulting party.

Termination shall not affect rights or obligations that accrued prior to the termination. Any provision of the Agreement which by its nature is intended to be applied after termination of the Agreement shall remain binding until such rights or obligations have been satisfied or released by their holder.

The Agreement shall be terminated without leaving a subsequent deadline for fulfilment, by law, concurrently with the termination of the Membership Agreement or Agreement for Read-Only access to Intraday market.

If the subject of the Agreement is use of API to access REMIT, the Agreement shall be terminated with regard to the service in question without leaving a subsequent deadline for fulfilment, by virtue of law, simultaneously with the termination of the REMIT Data and Reporting Services Agreement.

In case of termination of the Agreement, the Member or Read-only Member shall be obligated to immediately stop using the Technical Information and stop using APIs, and all access to the Technical Information and/or use of APIs will immediately terminate.

In case of termination of the Agreement, the Member or Read-only Member shall not be entitled to any refunds of paid costs and fees for the year in which the termination occurred and will be obligated to settle all invoices issued for period prior to termination, and all outstanding claims.

16. MISCELLANEOUS

16.1. Communications

Unless explicitly stated otherwise in the Agreement or these General Terms, 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 via the CROPEX extranet facility.

In case the Agreement or these General Terms regulate that the notice is to be delivered by registered mail, it shall be deemed that the other party received the respective notice upon expiry of 3 days as of submitting the notice to the post office via registered mail.

CROPEX may deliver operational messages relating to the Technical Information and/or any API through the CROPEX Website, including information about maintenance periods and amendments of the General Terms and/or any Special Terms.

The Contact Person is authorised to represent the Member or Read-only 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 or Read-only Member.

16.2. User Details

The Member or Read-only Member represents that the Member or Read-only Member details, including all contact information, is updated, true and accurate at all times, and that CROPEX shall not be obliged to perform any independent verification of any such information.

The Member or Read-only 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.

16.3. 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.

17. AMENDMENTS TO API USER TERMS AND FEE SCHEDULE

CROPEX has the right to amend API User Terms and Fee Schedule unilaterally from time to time. CROPEX shall notify the Member or Read-only Member about amendments to API User 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 or Read-only Member does not agree with the amendments, the Member or Read-only 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 API User Terms, or Fee Schedule, as the case may be, have been published on CROPEX Website.

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

If CROPEX does not receive the Member's or Read-only 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 or Read-only Member’s agrees with the proposed amendments to the API User Terms or Fees Schedule, as the case may be. In any case, each Member or Read-only Member shall be deemed to accept such amendments through its continued use of the relevant API and/or Technical Information with effect from the date on which the amended version of the General Terms or Special Terms or Fee Schedule comes into force.

If the Member or Read-only 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 of the Agreement pursuant to this Article, the Member or Read-only Member shall be obligated to immediately stop using the Technical Information and stop using APIs, and all access to the Technical Information and/or use of APIs will immediately terminate.

In case of termination of the Agreement, the Member or Read-only Member shall not be entitled to any refunds of paid costs and fees for the year in which the termination occurred and will be obligated to settle all invoices issued prior to termination, and all outstanding claims.

18. GOVERNING LAW AND DISPUTE RESOLUTION

The API User Terms and the Agreement shall be governed by, construed and take effect in accordance with Croatian law.

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 the Agreement and API User Terms.

19. LANGUAGE

The API User 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 API User Terms. Such amendments and modifications of the English language version shall not be considered an amendment in accordance with Article 17 of these General Terms,and shall not give rise to Member's or Read-only Member's right to terminate the Agreement based on Article 17 of these General Terms.

20. ENTRY INTO FORCE

These General Terms enter into force on 21.10..2026.

As of the date of entering into force of these General Terms, the General Terms dated 28.05.2026. shall cease to be applicable.

All references to CROPEX markets in the Agreements, including their annexes, concluded before the entry into force of these General Terms shall be deemed to refer to CROPEX markets in the Croatian Bidding Zone. Members and Read-only Members wishing to use the API Service for CROPEX markets in the Slovenian Bidding Zone must first appropriately amend the scope of the API Service defined in the Agreement and fulfil all other prerequisites stipulated by these General Terms for the commencement of provision of the respective API Service.

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

In Zagreb, on 5.10.2026.