

RULES FOR AUCTION OF GUARANTEES OF ORIGIN

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1. GENERAL PROVISIONS

Article 1

These Rules for Auction of Guarantees of Origin (hereinafter: **the Rules**) regulate manner and conditions of execution and sale of Guarantees of Origin of electricity (hereinafter: **Guarantees of Origin**), referred to in Article 40 Paragraph 2 of the Renewable Energy and High-efficiency Cogeneration Act, produced in production devices and production units of eligible producers holding a valid Power Purchase Agreement concluded in accordance with the Tariff System for the Production of Electricity from Renewable Energy Sources and Cogeneration (Official Gazette No. 33/07), the Tariff System for the Production of Electricity from Renewable Energy Sources and Cogeneration (Official Gazette No. 63/12, 121/12 and 144/12) and the Tariff System for the Production of Electricity from Renewable Energy Sources and Cogeneration (Official Gazette No. 133/13, 151/13, 20/14, 107/14 and 100/15) and Power Purchase Agreement with the guaranteed purchase price referred to in Article 35 of the Renewable Energy and High-efficiency Cogeneration Act (hereinafter: **Incentivized Eligible Producer**).

Article 2

CROATIAN ENERGY MARKET OPERATOR Ltd. (hereinafter: **HROTE**) sets forth the quantity of Guarantees of Origin sold at auctions of Guarantees of Origin in accordance with the definitions and provisions envisaged by the Regulation on Establishing the System of Guarantees of Origin of Electricity (Official Gazette No.84/13, 20/14, 108/15, 55/19).

Article 3

Guarantees of Origin are sold by HROTE at *Auctions* conducted by Croatian Power Exchange Ltd. (hereinafter: **CROPEX**).

CROPEX is a Central Counter Party that ensures selling of Guarantees of Origin through the *Auction System* by pairing *Auction Participant Bids* with the Bid by HROTE for the sale of GOs Auction Quantity, as set forth by these Rules.

Article 4

The terms used in these Rules have their respective meaning set forth in the Energy Act (Official Gazette No. 120/12, 14/14, 102/15), the Electricity Market Act (Official Gazette No. 22/13, 102/15, 68/18, 52/19), the Renewable Energy and High-efficiency Cogeneration Act (Official Gazette No. 100/15, 131/17, 111/2018) and the Regulation on Establishing the System of Guarantees of Origin of Electricity (Official Gazette No.84/13, 20/14, 108/15, 55/19).

Wherever used in these Rules, the terms shall have the following meaning:

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| AIB | - organization "Association of Issuing Bodies" with its headquarters in Bruxelles, Belgium, which regulates the European Energy Certificate System i.e. EECS, whose full member has been HROTE since 23rd May 2014 |
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| Applicable Law | - laws and regulations applicable to the <i>Auction Participant</i> under any applicable jurisdiction, including any order and judgement or other decision of the competent regulatory body or court, in accordance with such laws and regulations at the relevant place and time |
| Auction | - the procedure of sale of Guarantees of Origin via <i>Auction System</i> pursuant to provisions of these Rules |
| Auction Participant | - a legal or a natural person planning to participate or is participating at the <i>Auction</i> in accordance with the provisions of these Rules |
| Auction Specification | - a set of features for an <i>Auction</i> in accordance with the provisions of these Rules |
| Auction System | - CROPEX's computer program through which <i>Auctions</i> are conducted and the communication between CROPEX and the <i>Auction Participant</i> is performed. It is accessed via <i>web page of CROPEX</i> |
| Banking Day | - a day when banks in the Republic of Croatia provide banking services |
| Bid | - the bid for a Guarantee of Origin purchase made by the <i>Auction Participant</i> which is determined by the <i>Bid Quantity</i> and <i>Bid Price</i> |
| Bid Price | - the price which an <i>Auction Participant</i> is willing to pay for one (1) Guarantee of Origin |
| Bid Quantity | - The number of Guarantees of Origin requested in the <i>Bid</i> by the <i>Auction Participant</i> |
| Bidding Period | - A time frame in which the <i>Auction Participants</i> may submit their <i>Bids</i> at the <i>Auction</i> |
| Bids Order | - an order of submitted valid <i>Bids</i> ordered by dropdown order of <i>Bid Price</i> , starting with the <i>Bid</i> with the highest <i>Bid Price</i> to the <i>Bid</i> with the lowest <i>Bid Price</i> |
| Collateral | - cash security in form of cash deposits on the <i>Deposit Account</i> explicitly accepted by CROPEX and recognized by the Rules as the security for fulfillment of obligations of the <i>Auction Participant</i> toward CROPEX |
| Deposit Account | - cash account opened by CROPEX in the <i>Settlement Bank</i> in its name and account, namely cash account opened in Hrvatska poštanska banka p.l.c., IBAN: HR6723900011300077443, SWIFT/BIC: HPBZHR2X; for keeping cash deposits of all <i>Auction Participants</i> as their <i>Collateral</i> |
| GO Product | - a set of features of Guarantees of Origin which are sold at the <i>Auction</i> , and which relate to a type of primary source of energy (technology of the production plant and the production unit), name and age of the production plants and the production units which produced electricity for which the Guarantees of Origin are issued and a time frame from the beginning to the end of electricity production for which the Guarantees of Origin are issued |
| GOs Auction Quantity | - The number of Guarantees of Origin available for sale to <i>Auction Participants</i> at the <i>Auction</i> |
| Invoicing Day | - the day when CROPEX issued an invoice to the <i>Auction Participant</i> |
| Marginal Bid | - the first <i>Bid</i> in the <i>Bids Order</i> whose <i>Bid Quantity</i> added with <i>Bids Quantity</i> of all former <i>Bids</i> from the <i>Bids Order</i> , is equal or higher than the GOs Auction <i>Quantity</i> |
| Marginal Price | - the price at which Guarantees of Origin have been sold to <i>Auction Participants</i> at a certain <i>Auction</i> and which is the price of the last fully or partly accepted <i>Bid</i> from the <i>Bids Order</i> |
| Minimal GO Price | - the minimum selling price of one Guarantee of Origin at the <i>Auction</i> , which is determined by HROTE |
| Quantity of Purchased GOs | - The number of Guarantees of Origin sold individually to the <i>Auction Participant</i> at the <i>Auction</i> |

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|-----------------------------------|---|
| Settlement Account | - a transaction account opened by CROPEX in the <i>Settlement Bank</i> for the purpose of settlement |
| Settlement Bank | - the bank where CROPEX opened its <i>Settlement Account</i> and <i>Deposit Account</i> |
| Statutory Default Interest | - An interest which the <i>Auction Participant</i> is obligated to pay if they do not settle their financial obligations in due time, and which is equal to the interest rate envisaged by the <i>Applicable Law</i> in cases when financial obligations are not settled in due time |
| Trade Limit | - the highest amount of money for which the <i>Auction Participant</i> may submit <i>Bids</i> in the <i>Auction System</i> , which is calculated by multiplying the <i>Bid Price</i> with the <i>Bid Quantity</i> and then increased by VAT (if applicable) and the <i>Trading Fee</i> , also increased by VAT (if applicable); and which is equal to the value of available amount of <i>Collateral</i> which the <i>Auction Participant</i> submitted to CROPEX. If the <i>Auction Participant</i> is submitting more than one <i>Bid</i> in individual <i>Auction</i> , possible combinations of <i>Bid Quantities</i> and <i>Bid Prices</i> are determined in the manner as envisaged in the instructions for use of the <i>Auction System</i> , published on the <i>Web page of CROPEX</i> . |
| Trading Currency | - Euro currency in which the <i>Auction Participant</i> defines the <i>Bid Price</i> |
| Trading Fee | - the trading fee that depends on the trade quantity in the manner specified in the Fee Schedule, which CROPEX remunerates from <i>Auction Participants</i> for trading with Guarantees of Origin at <i>Auctions</i> and publishes them on <i>Web page of CROPEX</i> . |
| Web page of CROPEX | - www.cropex.hr |
| Web page of HROTE | - www.hrote.hr |

2. THE RIGHT TO PARTICIPATE AT THE AUCTION

General

Article 5

The *Auction Participant* shall fulfil the following preconditions for joining and participating at the *Auction*:

1. concluded Participation Agreement in Guarantee of Origin Auction with CROPEX,
2. delivery of *Collateral* to CROPEX pursuant to provisions of these *Rules*,
3. opened user account in the Guarantee of Origin register managed by HROTE or other registers of Guarantees of Origin connected to AIB system, and
4. the *Auction Participant* shall not have any outstanding debts towards CROPEX.

Conclusion of the Participation Agreement in Guarantee of Origin Auction

Article 6

Prior to first participation at the *Auction*, the *Auction Participant* is obligated to conclude with CROPEX the Participation Agreement in Guarantee of Origin Auction (hereinafter: **Agreement**).

For the purpose of concluding the Agreement, the *Auction Participant* shall deliver to CROPEX the Request for *Auction* Participation and two (2) signed and certified copies of the Agreement. The

application form of the Request for *Auction* Participation and the Agreement are published on the *Web page of CROPEX*.

After receiving the Request for *Auction* Participation, CROPEX and HROTE shall mutually determine if the *Auction Participant* has submitted all necessary documentation and has fulfilled all preconditions for concluding the Agreement, which are stated in the application form of the Request for *Auction* Participation.

After receiving the Request for *Auction* Participation and the Agreement referred to in Paragraph 1 of this Article, CROPEX shall notify the *Auction Participant* if all necessary documentation has been submitted and all preconditions have been fulfilled for concluding the Agreement.

In case of incomplete documentation, CROPEX shall request for a correction or amendment of the request, i.e. supplement of the requested documentation. CROPEX is authorized to request from the *Auction Participant* any additional data or explanations of the submitted data for the *Auction* participation, which CROPEX and/or HROTE consider necessary.

Article 7

For the purpose of concluding the Agreement, CROPEX can request from the *Auction Participant* additional information regarding the fulfillment of the preconditions for concluding the Agreement which are specified in the Request for *Auction* Participation, such as: legal status, financial position, organization and technical systems, experience and competence, and any other questions relevant for *Auction Participant's* evaluation of eligibility and acceptability for concluding the Agreement.

Article 8

If the *Auction Participant* has submitted complete documentation and fulfilled all obligations prescribed in Article 6 and 7 of these Rules, CROPEX shall return to the *Auction Participant* one copy of the Agreement signed by CROPEX.

For the purpose of avoiding any doubt, a signed Agreement by CROPEX cannot be construed as a confirmation that the *Auction Participant* has fulfilled all the preconditions necessary for joining and participating at the *Auction* defined in Article 5 of these Rules.

Article 9

The Agreement shall enter into force on the date of CROPEX's signature.

The Content of the Participation Agreement in Guarantee of Origin Auction

Article 10

The application form of the Agreement and the conditions for its conclusion are published on the *Web page of CROPEX*.

Article 11

The Agreement shall contain a minimum of the following obligations of the *Auction Participant*:

1. the obligation of submitting all necessary information pursuant to Article 13 and 14 of these Rules,
2. a consent that these Rules form an integral part of the Agreement.

Article 12

In the event of discrepancies between these Rules and the Agreement, the provisions of the Agreement shall prevail.

Data submission

Article 13

The *Auction Participant* is obligated to submit the following minimum data with the Request for the *Auction* Participation, along with the signed Agreement:

- a) name of a natural or legal person, address, PIN (personal identification number, “OIB number”),
- b) if the *Auction Participant* is a legal person, registration number, place of the registration, name and surname of the authorized representative,
- c) name of the business bank, account number (IBAN), SWIFT/BIC,
- d) name and surname of the authorized person for the settlement, contact data of that person,
- e) name and surname of the person responsible for trading at the *Auction*, contact data of that person,
- f) webmail addresses for delivery of invoice and other statements and information pursuant to these Rules and the Agreement.

Article 14

The *Auction Participant* is obligated to notify CROPEX immediately in a written form, on each change of the submitted data referred to in Article 13 of these Rules. The *Auction Participant* is obligated to deliver written notification on data changes at least seven (7) working days before the changes come into force and when that is not possible, then as soon as possible, without delay, from the moment the change occurred. Changed data are applicable from the moment when CROPEX is notified thereof.

If the *Auction Participant* does not notify CROPEX regarding the change of data from the Request for *Auction* Participation and CROPEX becomes informed regarding the change by a third party, CROPEX is authorized to deny the *Auction Participant* the right to participate at the *Auction*.

CROPEX shall not be liable for any damages caused to the *Auction Participant* as a result of the *Auction Participant's* failure to notify CROPEX in due time regarding the changes of the submitted data pursuant to this Article 14 of these Rules.

Statement and Warranties

Article 15

Each *Auction Participant* states and guarantees to CROPEX by signing the Agreement, by making a *Bid*, and by finalizing the purchase of Guarantee of Origin the following:

- a) it is obligated to fulfil its obligations from these Rules and the Agreement, and the Signatory of the Agreement and the complete documentation necessary for participation of the *Auction Participant* at the *Auction*, has a valid authorization for signing the relevant documentation and valid authorization for representing the *Auction Participant*, in order to participate at the *Auction*;

- b) it is validly established and exists in accordance with the *Applicable Law* (and does business orderly, if relevant in accordance with the *Applicable Law*);
- c) it has available relevant experts with experience and knowledge of trading at the *Auction*, and it is organized in a manner that enables the completion of the trade at the *Auction*;
- d) it understands and comprehends the characteristics of each *GO Product* together with the corresponding risks, and it has delivered *Bids* after examining the terms of use of the *Auction System* which is published on *Web page of CROPEX*, and it is familiar with all terms and risks and is capable of undertaking them;
- e) conclusion and execution of the Agreement is not in conflict with the *Applicable Law* or any provision of establishment documents that apply to the *Auction Participant* or their property, or the binding contractual restrictions that apply to the *Auction Participant* or their property;
- f) all necessary authorizations under the *Applicable Law* are obtained, valid and produce legal effects, and all requirements of necessary authorizations are met and there are no additional permissions or authorizations or other documents that need to be obtained, made or executed by the *Auction Participant* regarding trade at the *Auctions*;
- g) all applicable information which is submitted in a written form by or on behalf of the *Auction Participant*, and which is subject or is connected to the Agreement and the Rules, is correct, accurate and complete in every relevant aspect on the day of their submission to CROPEX;
- h) in relation to the *Auction Participant* there has not been a breach of obligations, serious breach of obligations or an event which would by announcement or expiry or both, represent a breach of obligations or a serious breach of obligations from the Agreement, and such event would not occur due to signing or execution of their obligations pursuant to the Rules and the Agreement.

The *Auction Participant* confirms it is obligated to notify CROPEX in a written form in case of breach or expected breach of their statements, above mentioned or others, as soon as possible, without delay, after the *Auction Participant* becomes aware of them.

Acceptance of terms and manner in which the Auction System is used

Article 16

By signing the Agreement, the *Auction Participant* accepts terms and manner in which the *Auction System* is used, as described in the instructions for use of the *Auction System*, published on the *Web page of CROPEX*.

Expenses of the Auction Participation

Article 17

All the expenses and risks of participating at the *Auction* shall be borne by the *Auction Participant*. The *Auction Participant* is obligated to pay the *Trading Fee* to CROPEX. The amount of *Trading Fee* is published on the *Web page of CROPEX*.

3. ISSUING THE INVOICE AND DELIVERY OF COLLATERAL

Issuing the invoice

Article 18

CROPEX shall issue the invoice for each *Auction* based on the results of the *Auction*, *i.e.* concluded sale of Guarantees of Origin at the *Auction*, to the *Auction Participant* separately for (i) the price of *Quantity of purchased GOs* which is determined by multiplying the Marginal price with the *Quantity of purchased GOs* and then by adding VAT, if applicable and (ii) the amount of the calculated *Trading Fee* increased by VAT, if applicable.

The *Auction Participant* that purchases Guarantees of Origin, shall settle the invoices referred to in Paragraph 1 of this Article in the period of three (3) days from the *Invoicing Day* in a suitable currency to CROPEX's *Settlement Account*.

CROPEX shall deliver the invoices referred to in Paragraph 1 of this Article to the *Auction Participant* in a written form by webmail address stated in the Request for *Auction* Participation. By signing the Agreement, the *Auction Participant* confirms their consent for receiving the invoices in an electronic form.

CROPEX shall issue the invoices referred to in Paragraph 1 of this Article to the *Auction Participant* at the latest within one (1) working day after the *Auction* for which the invoices are issued.

Article 19

In case the *Auction Participant* does not settle the amount stated in the invoice in due time, it will be liable to pay, in addition to the principal amount, the *Statutory Default Interest* for each day of delay.

Collaterals

Article 20

Each *Auction Participant* shall, at their own expense, obtain and maintain *Collaterals* pursuant to the Rules and ensure that the value of *Collaterals* at any moment is in accordance with the terms set forth by CROPEX, otherwise they will not be allowed to participate in the *Auction*.

Article 21

CROPEX shall accept the *Collateral* in a form of cash security deposited on the *Deposit Account*, pledged for CROPEX to secure CROPEX's claims toward the *Auction Participant*.

Article 22

The *Collaterals* delivered to CROPEX by *Auction Participants* shall be used as a payment security for all the *Auction Participant's* obligations toward CROPEX of any nature, that occur as a result of the *Auction Participant's* activities at the *Auction*, from the Agreement or as a result of the Agreement termination.

Collaterals shall secure all contractual and non-contractual obligations of *Auction Participants* toward CROPEX, including but not limited to financial obligations; due purchase price for trade of Guarantees of Origin together with the corresponding VAT, *Trading Fees* with the corresponding VAT, *Statutory Default Interests*, as well as possible damage caused to CROPEX as a result of delays, uncomplete fulfillment or non-fulfillment of contractual obligations by the *Auction Participant*.

The *Auction Participant* is not entitled to dispose of money on the *Deposit Account*.

Article 23

The *Auction Participant* shall deliver to CROPEX a *Collateral* in the amount of their own assessment which has to be a minimum of the amount corresponding to the *Bid Price* calculated from the *Bid Quantity* and then increased by VAT (if applicable) and the *Trading Fee*, increased by VAT (if applicable). If the *Auction Participant* is submitting more than one *Bid* in individual *Auction*, then the sufficiency of the *Collateral* for submitting *Bids* is determined in the manner as envisaged in the instructions for use of the *Auction System*, published on the *Web page of CROPEX*.

Article 24

All expenses arising from capitalizing, using and renewing of *Collaterals*, together with all other expenses related to *Collaterals*, shall be borne by the *Auction Participant* who deposited the *Collateral*.

Article 25

The *Auction Participant* is authorized to submit to CROPEX a written request duly signed by the authorized representative of the *Auction Participant*, requesting for reimbursement of the *Collateral* (in full or partially), but only in case the *Auction Participant* does not have any unsettled financial obligation toward CROPEX and/or in case CROPEX does not have any disputed or uncertain claims toward the *Auction Participant*. In case of reimbursement of *Collateral* pursuant to this Article, the *Trade Limit* in respect to the *Auction Participant* shall be reduced by the amount of the returned *Collateral*.

Article 26

The amount of *Collateral* is expressed in Croatian Kuna if the headquarters of the *Auction Participant* is in the Republic of Croatia, and in Euro if the headquarters of the *Auction Participant* is outside the Republic of Croatia.

Article 27

The *Auction Participant* shall deliver to CROPEX *Collaterals* in the amount set forth pursuant to Article 23 of these Rules, by 12:00 hours local time in the Republic of Croatia the latest, one (1) business day before the next *Auction* is held, otherwise the *Auction Participant* shall not be able to participate at the *Auction*.

In case CROPEX uses the *Collateral* to settle financial obligations of the *Auction Participants* (regardless if the *Collateral* has been used in full or partially, and regardless if the *Collateral* has been used under the authorization of the *Auction Participant* granted to CROPEX pursuant to Article 29 of these Rules or has been used pursuant to Article 31 of these Rules), CROPEX shall automatically lower the *Trade Limit* of the respective *Auction Participant* for the amount used.

Article 28.

CROPEX shall not be liable to the *Auction Participant* for any losses or lost profits due to exchange rate differences, if the *Auction Participant* submits cash deposit in a currency different from the currency in which the trade at the *Auction* was closed, nor shall be liable for damages related to bank's business in which the *Deposit Account* is opened. The *Auction Participants* confirm they have properly secured their positions by delivering *Collaterals* in form of security (deposit) in cash to CROPEX to avoid possible currency risks.

Article 29

The *Auction Participant* is entitled to authorize CROPEX with the Request for *Auction* Participation, to transfer funds from the *Deposit Account* to the *Settlement Account*, in order to complete the settlement on the due day, instead of a settlement payment by the *Auction Participant*. The settlement method of transfer of funds from the *Deposit Account* and the method of revoking the authorization for direct transfer of funds from the *Deposit Account*, are regulated by the provisions of the Agreement.

Article 30

The *Collateral* is pledged from the moment of its transfer to CROPEX, *i.e.* from the moment the amount of money is deposited on the *Deposit Account*, without the need for any further actions or formalities.

Article 31

CROPEX is authorized to use the *Collateral* for settlement of its claims toward the *Auction Participant* if the *Auction Participant* does not settle payment of any of their financial obligations (in full or partially) in due time under or related to the Agreement.

Article 32

CROPEX shall return *Collateral* to the *Auction Participant* after the termination of the Agreement, provided that the *Auction Participant* does not have any outstanding financial obligations toward CROPEX and/or provided that CROPEX does not have any disputed or uncertain claims toward the *Auction Participant*.

Article 33

Each purchase of Guarantees of Origin concluded through the *Auction* and determined by CROPEX:

1. shall be considered concluded in the name and the account of the *Auction Participant* whose *Bid* has been accepted through the *Auction System* pursuant to these Rules;
2. shall be registered in CROPEX's trading system of Guarantees of Origin, invoiced and settled pursuant to the provisions of the Rules.

The Purchase Agreement of Guarantees of Origin is concluded by pairing the *Auction Participant's Bid* with HROTE's bid for sale of Guarantees of Origin through the *Auction*, and with this Agreement HROTE sells the Guarantees of Origin to CROPEX as the Central Counter Party and the *Auction Participant* buys the Guarantees of Origin from CROPEX as the Central Counter Party.

Article 34

CROPEX shall not be liable nor responsible regarding the transfer of the *Quantities of purchased GOs* to the *Auction Participant*. The transfer of the *Quantities of purchased GOs* shall be settled directly

between HROTE and the *Auction Participant* pursuant to Articles 61 - 66 of these Rules, without participation and responsibility of CROPEX.

CROPEX shall not be responsible for losses or damages caused to the *Auction Participant* as a result of HROTE's actions or misconduct including HROTE's failure to transfer the *Quantities of purchased GOs* in the register.

Article 35

The settlement is performed solely based on the trade of Guarantees of Origin recorded in the *Auction System* of CROPEX and it is not influenced by the transfer of Guarantees of Origin in the register.

Settlement

Article 36

CROPEX shall deliver to the *Auction Participant* the information regarding payment and *Collaterals*.

Article 37

The *Marginal Price* as the *Auction* result is expressed in Euro. The settlement is conducted in Euro for the non-resident *Auction Participants*, while for the resident *Auction Participants* it is conducted in Croatian Kuna equivalent value determined by conversion of applicable amount of Euro into Croatian Kuna, using the CNB's middle exchange rate published on the day of the invoice.

VAT

Article 38

VAT shall be applied to all *Auction Participants* registered in the Republic of Croatia (residents) as follows:

1. on all amounts due on the price basis, as a result of the concluded trade;
2. for the purpose of calculating the amounts necessary for the *Collateral*.

Article 39

For the *Auction Participants* who are registered outside the Republic of Croatia (non-residents), payment of all taxes, including VAT, is the obligation in accordance with the *Applicable Law* in the country of the *Auction Participant's* registration.

Article 40

CROPEX is not liable for the VAT refund to the *Auction Participants*.

4. PUBLIC CALL FOR AUCTIONS

Article 41

Based on the metering data from the calculation metering point of the production plant and from a control metering point of the production plant of the Incentivized Eligible Producer, obtained from the

transmission system operator and the distribution system operator; HROTE determines for each *Auction* separately the *GOs Auction Quantity* and the *GO Product* that are sold in the *Auction*.

Article 42

For each *Auction* HROTE determines the *Minimal GO Price* which is offered in the *Auction*.

Article 43

For each *Auction* HROTE determines the *Auction Specification* which consists of:

1. *GO Product*,
2. *GOs Auction Quantity*,
3. *Minimal GO Price*.

For each individual *Auction*, HROTE and CROPEX publish on their web pages no later than seven (7) days before the respective *Auction* is held:

1. The *Auction Specification*;
2. The date of the *Auction*; and
3. The *Bidding Period*.

Article 44

Only *Auction Participants* who fulfilled all the preconditions prescribed in Article 5 of these Rules and settled all outstanding financial obligations toward CROPEX are entitled to participate at the *Auction*.

Article 45

If, for any reason, the *Auction* fails or it is not held (for example because the *Auction System* is unavailable), HROTE and CROPEX shall publish a new date and the *Bidding Period* on their web pages.

The *Auction Participants* undertake all risks and consent to harmful consequences of any damage which could be caused to the *Auction Participants* due to the failure, *i.e.* delay of the *Auction*.

5. AUCTION FOR GUARANTEES OF ORIGIN

Bid Delivery

Article 46

The minimum *GOs Auction Quantity* sold in the *Auction* is one (1) Guarantee of Origin.

Article 47

Each *Auction Participant* for which HROTE and CROPEX determine the right to participate in the *Auction*, is authorized to submit *Bids* in the *Auction System* within the prescribed *Bidding Period*. During the *Auction*, the *Auction System*, after receiving the *Bid*, evaluates the *Bid* and verifies the *Collateral* of every *Auction Participant* separately.

The *Auction System* shall only accept *Bids* in which the *Bid Quantity* multiplied with the *Bid Price*, increased by VAT (if applicable) and the *Trading Fee*, increased by VAT (if applicable), does not exceed the available amount of the *Collateral* which the *Auction Participant* delivered to CROPEX. If the *Auction Participant* is submitting more than one *Bid* in individual *Auction*, permitted combinations of *Bid Quantities* and *Bid Prices*, which shall be accepted by the *Auction System*, are determined in the manner as envisaged in the instructions for use of the *Auction System*, published on the *Web page of CROPEX*.

Article 48

The *Bid Price* expressed in Euro/Guarantee of Origin is the highest price which a particular *Auction Participant* is willing to pay for the requested Guarantees of Origin.

The *Bid Price* has to be rounded to two decimal places and higher than zero.

The *Bid Price* is expressed in the amount which does not include VAT and has to be higher or equal to the amount of the *Minimal GO Price* determined by HROTE.

Article 49

After the *Auction* is opened, the *Auction Participants* submit *Bids* through the *Auction System*. Each received *Bid* is assigned with the timely code of maturity. The *Auction System* ranks the received *Bids* according to the *Bid Order*.

Article 50

The *Auction Participant* may withdraw the submitted *Bid* and make a new *Bid* within the deadline for submission of *Bids*. At a particular *Auction*, the *Auction Participant* may submit multiple *Bids*, provided that the amount of the requested Guarantees of Origin from the individually submitted *Bid* does not exceed the number of *GOs Auction Quantity*.

Each individual *Bid* of the *Auction Participant* is included in the *Bids Order*.

Article 51

The *Bids* cannot be received or changed after the expiry of the *Bid* delivery deadline.

Article 52

CROPEX shall not accept the *Bid* that has not been submitted in accordance with these Rules.

Auction Results

Article 53

After the expiry of the *Bidding Period*, the *Auction System* calculates the result of the *Auction* pursuant to provision of this Article.

The *Auction* result includes:

1. Determination of the total amount of sold Guarantees of Origin at the *Auction*,

2. Determination of the winning *Bids* partially or fully accepted,
3. Determination of the *Marginal Price*.

Marginal Price

Article 54

Bids are accepted in the order of their ranking in the *Bids Order*, starting with the *Bid* with the highest *Bid Price* at the top of the *Bids Order* and continuing to the *Bid* with the lowest *Bid Price* at the bottom of the *Bids Order*.

The algorithm of the *Auction System* determines the *Marginal Price* in a way that the *Marginal Price* is equal to the lowest *Bid Price* from the last *Bid* from the *Bids Order*, which has been fully or partially accepted.

Article 55

If the submitted *Bids* for Guarantees of Origin at the *Auction* are lower or equal to the *GOs Auction Quantity*, all *Bids* shall be accepted at the *Marginal Price*.

If the submitted *Bids* for Guarantees of Origin at the *Auction* are higher from the *GOs Auction Quantity*, the following rules shall be applied:

- *Bids* are accepted at the *Marginal Price* according to the order defined by the *Bids Order*, i.e. from the higher-ranking *Bids* towards lower-ranking *Bids*, until the complete *GOs Auction Quantity* is sold at the *Auction*. If the *Bid Quantity* of the last *Bid* from the accepted *Bid Order* is higher than the remaining *GOs Auction Quantity* at the *Auction*, then that *Bid* is accepted only in part regarding the remaining *GOs Auction Quantity* at the *Auction* which is available for allocation, after the acceptance of the higher-ranking *Bids* in the *Bid Order* in relation to that *Bid*.

- if two (2) or more valid *Bids* with the same *Bid Price* have been submitted, which cannot be accepted entirely for the total amount of the requested Guarantees of Origin quantity from the *Bids*, the *Auction System* determines the winning *Bids* and executed *Bid Quantities* for the *Auction Participants* as follows:

- a) the remaining Guarantees of Origin quantity at the *Auction* left on disposal, after the acceptance of the higher-ranking *Bids* in the *Bid Order* in relation to those *Bids*, shall be allocated in the same amount between the *Auction Participants* who submitted the respective *Bids*, at the *Marginal Price*,
- b) if the requested Guarantees of Origin quantity by the *Auction Participant*, based on the *Bids* which determine the *Marginal Price* is lower or equal to the amount calculated in accordance with Item a), the *Bid* of this *Auction Participant* shall be accepted entirely,
- c) if the requested Guarantees of Origin quantity by the *Auction Participant*, based on the *Bids* which determine the *Marginal Price* is higher than the amount calculated in accordance with Item a), the request of this *Auction Participant* shall be accepted up to the amount calculated according to Item a),
- d) all remaining Guarantees of Origin after the allocation in accordance with Items b) and c) shall be allocated to the number of *Auction Participants* whose *Bids* have not been accepted entirely and shall be additionally divided between those *Auction Participants* by repeated procedures described in Items a), b) and c),
- e) all remaining Guarantees of Origin after the allocation in accordance with Item d) shall be allocated pursuant to the criterion of chronological *Bid* submission.

Article 56

In cases when the result of the calculation described in Article 55 does not result in a complete number of Guarantees of Origin, the number of Guarantees of Origin shall be rounded to a lower integer.

Announcement of Auction results

Article 57

After the end of the *Auction*, CROPEX shall announce the results of the *Auction* to the *Auction Participants* through the *Auction System*. In case of unavailability of the *Auction System*, CROPEX shall announce the results of the *Auction* to the *Auction Participants* in a manner specified in Article 59 of these Rules.

CROPEX shall announce the *Auction* results in the *Auction System* no later than two (2) hours after the end of the *Auction* and/or on the *Web page of CROPEX*, which denotes the official closure of the *Auction*.

Article 58

The report on the *Auction* results for each *Auction Participant* contains:

1. *GO Product*,
2. *Quantity of purchased GOs*,
3. *Marginal Price* without VAT expressed in Euro/Guarantee of Origin.

Article 59

The Guarantees of Origin are sold to the *Auction Participant* whose *Bid* has been fully or partially accepted pursuant to the provisions of Article 55 and 56 of these Rules, in the moment when the *Auction Participant* receives the information on *Auction* results.

It shall be considered that the *Auction Participant* has received the information about the *Auction* results when the *Auction* results are published in the *Auction System*.

In case of unavailability of the *Auction System* due to any reason, CROPEX shall deliver the *Auction* results to the *Auction Participant* via webmail address stated in the Request for *Auction* Participation. In this case, it shall be considered that the *Auction Participant* has received the information on the *Auction* results on the day and at the time when the sender has received a confirmation that the message has been delivered to the receiver's webmail address stated in the Agreement ("delivery receipt").

Article 60

CROPEX shall deliver to HROTE final results of the *Auction* and the accomplished trade for each *Auction Participant* no later than two (2) hours after the end of the *Auction*. In case the *Auction System* is unavailable or out of service, CROPEX shall deliver to HROTE a notice regarding final results of the *Auction*, within a reasonable time after the *Auction System* becomes available again.

6. TRANSFER OF GUARANTEES OF ORIGIN

Article 61

In accordance with the results of the *Auction*, HROTE shall transfer the purchased Guarantees of Origin at the *Auction*, to the *Auction Participants*' user accounts registered in the register of Guarantees of Origin stated in the Request for *Auction* Participation.

Article 62

CROPEX shall notify HROTE regarding settlement of financial obligations as a consequence of purchase of Guarantees of Origin at the *Auction* by each *Auction Participant* within one (1) business day from the day of settlement of the financial obligation.

Article 63

HROTE shall transfer Guarantees of Origin from Article 61 of these Rules within five (5) business days from the date of notice on fulfillment of financial obligations from Article 62 of these Rules.

Article 64

The transfer of Guarantees of Origin from Article 61 of these Rules is conducted by HROTE through register by issuing an electronic order for the transfer of *Quantity of Purchased GOs* from a special account in which such Guarantees of Origin are kept in the register of Guarantees of Origin managed by HROTE to the user account of the *Auction Participant* whose *Bid* is accepted in full or partially, opened in the register of Guarantees of Origin managed by HROTE or in another register of Guarantees of Origin connected to AIB, as indicated in the Request for *Auction* Participation.

Article 65

If at an individual *Auction* Guarantees of Origin from a number of different production plants or production units are simultaneously sold by HROTE, the transfer of Guarantees of Origin referred to in Article 61 of these Rules is carried out by HROTE as follows:

-a) *Bids* from the *Auction* accepted in full or partially are ranked starting from the *Bid* with the highest *Bid Price* at the top of the order to the *Bid* with the lowest *Bid Price* at the bottom of the bid order,

b) production plants or production units which produced electricity for which Guarantee of Origin is issued are ranked starting from the production plant or production unit with the latest start of permanent operation ("youngest plant") at the top of the order to the production plant or production unit with the earliest start of permanent operation ("oldest plant") at the bottom of the production plant order,

-c) if the entire *GOs Auction Quantity* has been sold at the *Auction*, HROTE carries out the transfer as follows:

(i) HROTE transfers Guarantees of Origin from the production plant or production unit, at the top of the order of production plants referred to in point b) of this Article to the *Auction Participants* in the order they are ranked in the order of bids referred to in point a) of this Article, in a way that HROTE firstly transfers to the *Auction Participant* who is ranked at the top of the order of bids referred to in point a) of this Article the entire *Quantity of Purchased GOs* of the respected *Auction Participant*. Then HROTE transfers to the *Auction Participant* ranked next in the order of bids referred to in point a) of this Article the entire *Quantity of Purchased GOs* of the respected *Auction Participant*, and this

procedure is repeated down to the *Auction Participant* located at the bottom of the order of bids referred to in point a) of this Article; until the entire sold quantity of Guarantees of Origin from such production plant or production unit has been transferred,

(ii) Guarantees of Origin from the production plant or production unit, which is next ranked after the production plant referred to in indent (i) of this point c) of this Article, shall be transferred in the order starting with the first following *Auction Participant* from the order of bids referred to in point a) of this Article to whom *Quantity of Purchased GOs* of the respected *Auction Participant* from the plant referred to in indent (i) of this point c) of this Article is not transferred in full or partially, and down to the *Auction Participants* at the bottom of the order of bids referred to in point a) of this Article, until the entire sold quantity of Guarantees of Origin from such production plant or production unit has been transferred,

(iii) Guarantees of Origin from each of the next-ranked production plant or production unit, from the order of production plants referred to in point b) of this Article, after the production plant or production unit referred to in indent (ii) of this point c), shall be transferred, *mutatis mutandis*, as described in the previous indent (ii) of this point c).

d) if the quantity of Guarantees of Origin which is sold at the *Auction* is fewer than *GOs Auction Quantity*, then the sold Guarantees of Origin are transferred in the manner and in the order described in the previous point c) of this Article, until the entire sold quantity of Guarantees of Origin at the *Auction* has been transferred.

-e) if two or more *Bids* accepted in full or partially with the same *Bid Price*, for which Guarantees of Origin from the same production plant or production unit cannot be fully transferred, Guarantees of Origin will be distributed on a time priority basis in the manner that the *Bid* that was submitted earlier has the priority.

Article 66

After the Guarantees of Origin have been transferred to the user account of the *Auction Participant*, HROTE shall notify the *Auction Participant* regarding the transfer via webmail address stated in the Request for *Auction* Participation.

7. FINAL PROVISIONS

Article 67

All information and application forms related to the *Auction* are published on the *Web page of HROTE* and *Web page of CROPEX*.

Article 68

These Rules were adopted with the prior consent of HROTE.

CROPEX is authorized for interpretation of these Rules.

Article 69

CROPEX is entitled to amend these Rules. CROPEX shall notify *Auction Participants* via *Web page of CROPEX* regarding the amendments of these Rules at least ten (10) days before the changes come into force.

The notice of amendments of these Rules shall be considered acknowledged by the *Auction Participants* three (3) days after the date of publication of the amendments on the *Web page of CROPEX*. In case the *Auction Participant* does not agree with the amendments, the *Auction Participant* is entitled to terminate the Agreement by delivering a written termination notice within twenty (20) days from the publication date of the amendments on the *Web page of CROPEX*. In case CROPEX does not receive a written termination notice of the *Auction Participant* within the period specified in this Article, it shall be considered that the *Auction Participant* is compliant with the changes of the Rules. CROPEX is entitled to apply the amendments of these Rules at the earliest of thirty (30) days from the date of their publication on *Web page of CROPEX*.

Article 70

Translation of these Rules to English language constitutes Schedule 1 to these Rules.

For the avoidance of doubt, in case of any discrepancies between the English and Croatian language version of these Rules, the Croatian version shall prevail, and the English version shall be amended and modified accordingly to correspond with the Croatian version of these Rules.

Zagreb, 01.10.2019.