



CROATIAN POWER EXCHANGE

Trading Appendix 1

Definitions

CROATIAN POWER EXCHANGE Ltd.

DEFINITIONS

This document sets out the definitions of capitalized terms in the Trading Rules:

Additional User Fee or One-time Additional User Fee	means Trading Fee charged to Members by CROPEX for granting of each additional User Account.
Additional Portfolio Fee or One-time Additional Portfolio Fee	means Trading Fee charged to Members by CROPEX for granting of each additional Trading Portfolio.
Annual Technical Fee	means Trading Fee charged to Members by CROPEX annually for usage of systems for each of CROPEX Markets in which the Member is participating.
Applicable Law	means the laws and regulations applicable under any applicable jurisdiction, including any order or judgment or other decisions of any competent court or Regulatory Body in accordance with such laws or regulations at the relevant place and time.
Auction	means the mechanism used in the Day Ahead Market for the submission of Orders and calculating the volume and price for electricity delivery and off take within a specified Delivery Period.
Bank Guarantee	means an on-demand guarantee provided to and accepted by CROPEX as a Collateral for Member's obligations towards CROPEX.
Banking Day	means a day in which banks in Croatia perform banking activities.
Bid	means an Order to buy.
Block Order	means an "All or Nothing Order" Order in the Day-Ahead Market that, subject to the Block Order Volume Limit, covers a minimum of three (3) consecutive hours defined by the Member. In the Intraday Market an "All or Nothing Order" covering one (1) or more consecutive hour(s). The start and stop time of a block is defined by the Member.
Block Order Volume Limit	means, with respect to each CROPEX Market, the volume limit placed on each Block Order, as is more particularly specified from time to time in the relevant Product Specification for such Market.
Cash Collateral	means Collateral in the form of cash deposits to Deposit Account.
Clearing	means a process where CROPEX enters into a Transaction between Members as central Counterparty to the respective Members by registering the Transaction in CROPEX system.

Clearing and Settlement Rules	means rules for Clearing and Settlement of Transactions contained in Trading Appendix 4 to the Trading Rules and forming a part of every Membership Agreement.
Clearing Responsible	means a person appointed by the Member to be responsible for the Clearing and Settlement and to act as a contact person for CROPEX with regard to Clearing and Settlement in each of CROPEX Markets.
Clearing System	means the entirety of all hardware and software devices and all components necessary for the connection of the network nodes which form the technical basis for the implementation of Clearing in the electronic system.
Clearing Transaction	means a Transaction established within the process of registration of Final Transactions registered for Clearing that forms the basis for Settlement.
Collateral	means arrangements expressly accepted by CROPEX and recognized through the Clearing and Settlement Rules as security for a Member's obligations towards CROPEX arising from the Member's activities on any of CROPEX Markets, including cash deposits to a Deposit Account (Cash Collaterals) and Bank Guarantees, deposited or issued in accordance with the Membership Agreement and the Trading Rules.
Collateral Call	means CROPEX call for Collateral from a Member in accordance with the Clearing and Settlement Rules.
Contract Time	means the point in time where the Member who submitted an Offer and the Member who submitted a Bid enter into a legally binding Transaction with CROPEX on the Intraday Market.
Counterparty	means the Member entering into a Transaction, and CROPEX acting as central Counterparty in all Transactions.
CROPEX Markets	Means markets operated by CROPEX for Trading of Products by entering into electricity purchase contracts with physical Delivery. CROPEX Markets consists of the Day Ahead Market and Intraday Market.
CROPEX Market Area	means the bidding area operated by Croatian Transmission System Operator but term is used when referred to the area of CROPEX Markets.
CROATIAN POWER EXCHANGE or CROPEX	means CROATIAN POWER EXCHANGE Ltd., a Croatian company seated in Zagreb, Ulica grada Vukovara 284, with ID 14645347149, registered in the court registry of the Croatian Commercial court in Zagreb with reg. no 080914267.
Day Ahead Market	has the meaning described in Section 1.2.a. of the General Terms.
Day Ahead Market Price	means the price determined in respect of each Delivery Period as the result of the Day Ahead Market Price Calculation.

Day Ahead Market Regulations	means regulation on Orders and Day Ahead Market Price Calculation contained in Trading Appendix 2.a to the Trading Rules and forming a part of every Membership Agreement in which Annex 1 stipulates that it applies to Trading in Day Ahead Market.
Day Ahead Market Price Calculation	means the methodology for determining Day Ahead Market Price and appropriate Energy Volume as specified in Section 4. of the Day Ahead Market Regulations.
Decoupling	means, with respect to the Day-ahead Market, a situation in which either: (a) the process of Multi-Regional Coupling is suspended and/or cancelled for the day in question; or (b) one or more regions or bidding zones are procedurally disconnected from the process of Multi-Regional Coupling, while other regions and/or bidding zones remain connected.
Definitions	means this document contained in Trade Appendix 1 to the Trading Rules and forming a part of every Membership Agreement.
Delivery Amount	means the electricity amount to be delivered upon settlement of Transactions as further provided for in Clearing and Settlement Rules.
Delivery Day	means a continuous series of Delivery Hours which starts at 00:00 CET hours on a calendar day and ends at 24:00 CET hours on the same calendar day, so that the beginning of a Delivery Day coincides with the time at the end of the previous Delivery Day.
Delivery Hour	means one clock hour within a Delivery Day.
Delivery Period	means a period consisting of one or more Delivery Hours.
Deposit Account	means a cash account opened by CROPEX at the Settlement Bank in the name and for account of CROPEX for each Member, on which cash deposits of each Member are kept as Cash Collateral.
Deviation Margin	means the price margins to be subtracted from or added to the relevant spread when dealing with Trading Errors, as further set out in the Trading Rules.
Direct debit to/from Deposit Account Agreement	means an agreement concluded between a Member and CROPEX, substantially in the form set out in Trading Agreement 3 of the Trading Rules, authorizing CROPEX to transfer funds to or from Deposit Account to settle claims in accordance with Section 4.3.22. of the Clearing and Settlement Rules.
Energy Volume	means the number of energy units to be delivered during the relevant Delivery Period(s), and shall unless otherwise specified be deemed expressed in MW.

ETS	means CROPEX's system(s) for electronic Trading on CROPEX Markets, including day ahead and intraday trading platforms.
Fee Schedule	means schedule of applicable fees contained in Trading Appendix 6 to the Trading Rules and forming a part of every Membership Agreement.
Final Transaction	<p>for Transactions on Day Ahead Market, means a Transaction resulting from the finished Auction.</p> <p>for Transactions on Intraday Market, means a Transaction resulting from being matched in the ETS.</p> <p>Final Transaction cannot be broken and Members cannot withdraw or annul Orders matched in a Final Transaction.</p>
Force Majeure Event	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 Trading Rules or the Clearing and Settlement Rules 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 Membership Agreement has been concluded and (v) have occurred after the Membership Agreement was concluded but before the obligations which it prevents have become due. For the purposes of this definition, acts of God or the public enemy, acts 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.
Gate Closure	<p>in the Day Ahead Market means the time before which Orders in the Day Ahead Market must be received by CROPEX inside the ETS in order to be valid, as specified in the Products Specifications.</p> <p>In the Intraday Market, means the end time of Trading for a specific Product, as specified in the Products Specifications.</p>
General Terms or Trading Rules – General Terms	means CROPEX's document contained in Trading Rules – General Terms, and forming a part of every Membership Agreement.

Hourly Order	means an Order in the Day Ahead Market where a Member states volumes to buy or sell at different price levels in a set of Price Steps defined for a specific Delivery Hour. Each pair of price and volume is handled as a point on an Order Curve with linear interpolation between each pair.
Intraday Market	has the meaning described in Section 1.2.b. of the Trading rules - General Terms.
Intraday Market Regulations	means regulation on Orders and Croatian Intraday Market Price Calculation contained in Trading Appendix 2.b to the Trading Rules and forming a part of every Membership Agreement in which Annex 1 stipulates that it applies to Trading in Intraday Market.
Invoicing Day	<p>means a Banking Day on which CROPEX issues invoices and self-billing invoices to Members.</p> <p>In Day Ahead Market, means the day of the Auction in which the invoiced Transaction was concluded.</p> <p>In Intraday Market, means the day after the Delivery Day for the invoiced Transaction.</p> <p>If Invoicing Day should fall on the non-Banking Day, Invoicing Day will be the first following Banking Day.</p>
Market Conduct Rules	means rules on the Member's conduct on CROPEX Markets, contained in Trading Appendix 5 to the Trading Rules and forming a part of every Membership Agreement.
Market Operator	means an entity responsible for organisation of electricity and gas market.
Market Surveillance	means the part of Trading Desk responsible for monitoring the compliance with the Market Conduct Rules.
Material Non-Compliance Event	has the meaning described in Section 9.2. of the Trading Rules - General Terms.
Maximum Price Limit	means the technical upper price limit in the Price Range.
Member	means an entity that has entered into a valid an effective Membership Agreement with CROPEX for Trading on any of CROPEX Markets.
Membership Agreement	means an agreement concluded between a Member and CROPEX, substantially in the form set out in Trading Agreement 1 of the Trading Rules, granting the Member access to Trading on individual CROPEX Markets.
Minimum Price Limit	means the technical lower price limit in the Price Range.

MRC	means Multi-Regional Coupling of EU day ahead markets.
MW	means one million (1,000,000) Watts.
MWh	means the energy generated or consumed at a constant rate of one (1) MW for the duration of one (1) hour.
Net Creditor	means a Member that has, in respect to individual Settlement Day and arising from invoices, self-billing invoices and set-off statements issued for all of the Member's Trading on any of Croatian Markets on which the Member participates, net financial receivables towards CROPEX.
Net Debtor	means a Member that has, in respect to individual Settlement Day and arising from invoices, self-billing invoices and set-off statements issued for all of the Member's Trading on any of Croatian Markets on which the Member participates, net financial liabilities towards CROPEX.
Non-Compliance Event	has the meaning described in Section 9.1. of the Trading Rules - General Terms.
Offer	means an Order to sell.
Order	means a Bid or Offer for a Product or several Products that a Member validly registers in ETS.
Order Price	means the price which the Member who submitted a Bid is willing to pay or at which the Member who submitted an Offer is willing to sell in relation to an individual Order, as applicable.
Order Price Limit	means the maximum or minimum limit for the Order Price.
Order Type	means the method by which an Order shall be executed (e.g. Fill or All or Nothing) as applicable in relation to each of CROPEX Markets.
Parties	means CROPEX or a Member.
Price Range	means a price range for an Auction set by CROPEX in accordance with Section 2.3. of the Day Ahead Market Regulations.
Price Report	means a statement from CROPEX to Members in accordance with Section 6.1. of the Day Ahead Market Regulations.
Price Step	means a pair of Order Price and Energy Volume values on an Order curve in the Day Ahead Market between (and including) the upper and lower Order Price Limits of the Order.

Product	means any Product offered on any of CROPEX Markets by being listed in Products Specifications, and references to a single Product shall mean all product series which are classified as being of the same type pursuant to the Products Specifications.
Products Specifications	means specifications of Products eligible for Trading on each of CROPEX Markets, contained in Trading Appendix 3 to the Trading Rules and forming a part of every Membership Agreement.
Regulatory Body	means any competent department, agency, state or other political subdivision having jurisdiction over the relevant entity in respect of the relevant matter.
REMIT	means the Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency, together with any future changes or amendments.
REMIT Data and Reporting Services Agreement	means an agreement concluded between a Member and CROPEX, substantially in the form set out in Trading Agreement 4 of the Trading Rules, regulating conditions under which CROPEX offers Members REMIT reporting services.
Reopening	means an event when, due to specific circumstances, Day Ahead Market is reopened for submission of Orders after 12:00.
Representations	set of information on conditions and circumstances given by Members and/or CROPEX in accordance with Trading Rules and Membership Agreement.
Required Authorisations	means all governmental and other licences, authorisations, permits, consents, contracts and other approvals (if any) that are required to enable a party to fulfil any of its obligations under the Trading Rules in their entirety and especially under the Clearing and Settlement Rules in accordance with Applicable Law.
Self-Billing Invoicing Agreement	means an agreement concluded between a Member and CROPEX, substantially in the form set out in Trading Agreement 2 of the Trading Rules, allowing CROPEX to issue self-billing invoices in accordance with the Section 4.2.2. of the Clearing and Settlement Rules.
Settlement	means the process by which CROPEX handles Transactions in each of CROPEX Markets through cash transaction to be carried out between CROPEX and Members.
Settlement Account	means a cash account opened by CROPEX at Settlement Bank in the name and for account of CROPEX through which Settlement is performed.
Settlement Bank	means a bank in which CROPEX opened a Settlement Account and Deposit Accounts.

Settlement Day(s)	means Banking Day(s) specified in the Products Specifications when the relevant Settlement shall take place.
Statutory Default Interest	means the interest that a Member has to pay if it fails to fulfil its financial liabilities in time, and amounts to interest rate envisaged by the Applicable Law for failure to fulfil the monetary obligation timely.
Table of Contents	means the part of the Trading Rules which is specified as such and lists the general contents of the applicable Trading Rules.
Tick Size	means the tick size specified in the Products Specifications. The price of an Order placed in the Trading System must be divisible by the Tick Size.
Trade Limit	means a limit which is established by means of an amount in terms of money within which the Member can put Bids in Trading System on a Trading Day, set by CROPEX according to the Trading Rules.
Trade Lot	means the minimum volume of each Product, as specified for the relevant Product Series. The volume of each Order placed in the Trading Systems must be divisible into whole Trade Lots.
Trader	means a natural person authorised to conduct Trading on behalf of a Member in accordance with the applicable Trading Rules and Membership Agreement.
Trading	means the process in which Members enter into Transactions on any of CROPEX Markets by submitting Orders.
Trading Agreements	agreements named as Trading Agreements in table of contents of Trading Rules – General Terms, i.e. Membership Agreement, Self-Billing Invoicing Agreement, Direct debit to/from Deposit Account Agreement, REMIT Data and Reporting Services Agreement.
Trading Appendices	documents named as Trading Appendices in table of contents of Trading Rules – General Terms, i.e. Definitions, CROPEX Markets Regulations (consisting of Day Ahead Market Regulations and Intraday Market Regulations), Products Specifications, Clearing and Settlement Rules, Market Conduct Rules, and Fee Schedule; which all form a constitutive part of the Trading Rules.
Trading Currency	means EUR, in which Members register Orders.
Trading Day(s)	means the calendar day(s) when a CROPEX Markets are open for Trading.
Trading Desk	means CROPEX's personnel providing support to Members for Trading in CROPEX Markets and monitoring CROPEX Markets.

Trading Error	means any action or non-action resulting in an erroneous Transaction on Intraday Market.
Trading Fee	means the entrance fee, annual fee and the volume dependent fees (Volume Trading Fee and Volume Clearing Fee), Annual Technical Fee, Additional Portfolio Fee and Additional User Fee set by Fee Schedule and charged to Members by CROPEX for Trading in the CROPEX Markets in accordance with Trading Rules.
Trading Hours	means the period of time during a Trading Day when the relevant Product is open for Trading, as further determined by the CROPEX and specified in the relevant Products Specifications.
Trading Portfolio	means an electronic document which contains a reference to the set of Orders entered into by a Member. Trading Portfolios are operated and maintained by the CROPEX.
Trading Responsible	means a person appointed by the Member to be responsible for the Member's Trading and to act as a contact person for CROPEX with regard to Trading in each of CROPEX Markets.
Trading Rules	means the general conditions to the Membership Agreement issued by CROPEX at any time to govern Trading on each and any of the CROPEX Markets, including the Trading Appendixes and the Trading Agreements.
Transaction	means an agreement on purchase of Product(s) reached through matching Bids and Offers on the CROPEX Markets, by which a Member sells or buys Products to or from CROPEX as a central Counterparty, irrespective of the form or format used to facilitate such agreement.
Transaction Information	means the aggregated information on Orders and Transactions registered with or called in or reported in ETS and/or TTS, in whatever format, including all copyrights, trade secrets, database rights and other proprietary rights pertaining to such information. Notwithstanding the generality of the foregoing, the term Transaction Information shall be deemed to include daily closing prices and other index, volumes, the net balances of open positions and historical values deriving from Orders and Transactions.
Transmission System Operator or TSO	means an entity responsible for operating, ensuring the maintenance of and developing the transmission system.
TTS	means CROPEX's telephone and voice-based system for registration of Orders.
User Account	individual username and password used for access to CROPEX ETS.

Value Added Tax or VAT	means any value added tax or tax analogous thereto imposed in any relevant jurisdiction, or any replacement or other tax levied by reference to value added to a Transaction, but excluding any statutory late payment interest or penalties.
Volume Clearing Fee	means Trading Fee dependant on Trading volume as set by Fee Schedule, charged to Members by CROPEX for providing the service of Clearing in any and each of CROPEX Markets.
Volume Trading Fee	means Trading Fee dependant on Trading volume as set by Fee Schedule, charged to Members by CROPEX for providing the service of enabling Trading in any and each of CROPEX Markets.

Zagreb, 15.10.2018

President of the Management Board
 Silvio Brkić