



SEEPEX Operational Rules

17/04/2018

Version 2.2

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Market Rules

The Market Rules were initially published by the following Notices:

Number	Date	Contents
2015-01	14/08/2015	SEEPEX Exchange Rules
2015-02	14/08/2015	SEEPEX Operational Rules
2015-03	14/08/2015	SEEPEX Code of conduct
2015-04	14/08/2015	SEEPEX Trading Agreement
2015-05	14/08/2015	Definitions

Subsequent amendments regarding SEEPEX AD were published by the following Notices:

Number	Date	Contents
DAM-2016-01	16/02/2016	SEEPEX DAY AHEAD Precision on the Operational Rules regarding the market operations
DAM-2017-01	10/03/2017	SEEPEX DAY AHEAD Introduction of Block Orders
DAM-2018-01	15/01/2018	SEEPEX DAY AHEAD Invoice payment clarification (Bank charges)
DAM-2018-02	17/04/2018	SEEPEX DAY AHEAD Increase of maximum volume for a Block Order

Parameter Notices

Number	Date	Contents

Title 1 CONTRACTS AND TRADING PARAMETERS

CHAPTER 1 CONTRACTS SPECIFICATIONS

Article 1.1. Trading and Market Areas

Contracts can be traded on SEEPEX on the Day-Ahead market segments.
The Market Segments are described in the Exchange Rules of SEEPEX.

Article 1.2. Main contracts specifications

SEEPEX PHYSICAL POWER CONTRACTS	
Underlying	Electrical power transiting over a Transmission System managed by a TSO, which defines the voltage, frequency, cosine φ (displacement factor) and cut-off frequencies, in compliance with the contractual obligations of the prevailing concession agreement for the general power grid.
Delivery	Delivery at any Injection or Withdrawal point on the relevant Transmission System.

Article 1.3. Physical Power Contracts

1.3.1. Day-ahead Market Segment

SEEPEX DAY-AHEAD AUCTION	
GENERAL INFORMATION	
Trading procedure	Daily Auction
Trading days	Year-round
Tradable Contracts (Expiries)	1 hour of the day Hour 01: the period between midnight and 1.00 am Hour 02: the period between 1.00 am and 2.00 am, and so on and so forth Hour 24: the period between 11.00 pm and midnight
Order Book opening	24 hrs per day starting forty five days before Delivery Day
Order Book closes	Daily at 10:15 am
Publication time	As soon as possible from 10.25 am
Clearing and Settlement	Trade information transmitted by SEEPEX to the central counterparty, ECC AG for Settlement of the Contracts
Delivery procedure	Nomination by ECC and by the relevant Balance Responsible Party to the TSO.
Admissible Orders	Defined hereunder On the day of the switch from summer time to winter time, the hour no. 3 is divided in two hours that can be traded separately. On the day of the switch from winter time to summer time, the hour no. 3 cannot be traded.
Minimum and maximum prices	0.00 €/ 3000.00 €
Price characteristics	In euro per MWh with one decimal digit
Quantity characteristics	In MW with one decimal digit
SINGLE-CONTRACT ORDERS	
Minimum and Maximum numbers of price/quantity combinations for Single-Contracts Orders	2 and 256
BLOCK ORDERS	
Definition	Order on one or several combined Expiries with a minimum of one Expiry of the same Delivery Day. Expiries depend on each other in their execution. Pre-defined Block Orders exist but the Exchange Participant is not restricted in the determination of the Block Orders.
Pre-defined Block Orders	The following Block Orders are pre-defined in the system: <ul style="list-style-type: none"> ■ Block Baseload covering hours 1 to 24 ■ Block Peakload covering hours 9 to 20 ■ Block Night covering hours 1 to 6 ■ Block Morning covering hours 7 to 10

	<ul style="list-style-type: none"> ■ Block High Noon covering hours 11 to 14 ■ Block Afternoon covering hours 15 to 18 ■ Block Evening covering hours 19 to 24 ■ Block Rush Hour covering hours 17 to 20 ■ Block Off-Peak 1 covering hours 1 to 8 ■ Block Off-Peak 2 covering hours 21 to 24 ■ Block Off-Peak covering hours 1 to 8 and 21 to 24 ■ Block Business covering hours 9 to 16 ■ Block Middle-Night covering hours 1 to 4 ■ Block Early Morning covering hours 5 to 8 ■ Block Late Morning covering hours 9 to 12 ■ Block Early Afternoon covering hours 13 to 16
Specific conditions	<ul style="list-style-type: none"> ■ All-or None ■ Maximum volume for a Block Order is 30 MW ■ Maximum of 10 Block Orders per portfolio and per Delivery Day can be entered by the Exchange Members.

Title 2 Day-Ahead Trading Procedures

CHAPTER 1 AUCTION

Article 2.1. Order Categories

Orders may relate to one Expiry only (**Single-Contract Orders**) or to several Expiries (**Block Orders**).

2.1.1. Single-Contract Orders

Single-Contract Orders relate each to one Contract only. They shall be submitted using a form that can contain up to 24 Orders for all 24 Contracts of the same Delivery Day. For each portfolio, the last set of Single-Contract Orders sent is the one that is valid (per Delivery Day and per Delivery/TSO Area).

Non-monotonous Single-Contract Orders are forbidden. Thus:

- in the case of a Single-Contract selling Order for a given hour, quantity and price:
 - for a quantity which is higher than the given quantity, the corresponding price must be higher than the given price,
 - for a quantity which is lower than the given quantity, the corresponding price must be lower than the given price;
- in the case of a Single-Contract buying Order for a given hour, quantity and price:
 - for a quantity which is higher than the given quantity, the corresponding price must be lower than the given price
 - for a quantity which is lower than the given quantity, the corresponding price must be higher than the given price.

2.1.2. Block Orders

Block Orders shall contain one price per Order but different quantities for each Expiry, subject to the specific conditions for Block Orders described in article 1.3.1 of these Operational Rules. They can only be totally matched with Block Orders or with the same combination of individual hours.

2.1.3. Order specifications

Orders are buy and/or sell Orders of Exchange Members. The following type of Order can be entered into the respective trading systems:

- unlimited Single-Contract or Block Orders (market Orders or price-independent Order) are buy or sell orders without a Price limit and are executed at the Price determined by the trading system;
- limited Single-Contract or Block Orders (limit Orders) are buy or sell Orders with a price limit which are executed at the specified price or better;
- All or none Block Orders which are executed for their entire volume and Expiries, or totally rejected.

2.1.4. Mandatory Content

Regarding limit Orders, prices must be included between a minimum and a maximum price which are defined for the Serbian Market Area.

Regarding the price-independent Orders, they must contain only the minimum and the maximum prices and the same quantity for these two prices.

The side of the market (buy or sell) is expressed by means of a signed quantity, namely no sign for "buy" and "-" for sell. The prices are deemed to be exclusive of any taxes (especially value added tax and any power tax due), fees or similar.

2.1.5. Order validity

The Orders sent to SEEPEX AD by Exchange Members remain in the Order Book until:

- the Order is cancelled by the Exchange Member that placed it, or,
- the Exchange Member modifies the Order, or,
- the Order is executed.

Article 2.2. Order Matching and Processing

2.2.1. Trade Limits

Financial Trade limits have been implemented on SEEPEX Auction:

Financial Trade Limits consist in a maximum exposure limit in Euro on the buy side for positive price for each Exchange Member portfolio and each Delivery Area. Financial Trade Limits apply to Single-Contract Orders as well as to Block Orders.

Trade Limits are determined for the Trading Members by each Clearing Member who bears the responsibility of assessing the limit and informing ECC AG about its value, thus SEEPEX AD cannot be held responsible for the limit value.

A NCM (Non Clearing Member) will be able to define financial limits for its own trading participants and sets its own lower/upper price limits through a system made available by ECC.

- If a minimum Order price is defined, orders entered may not contain any sell bids with a price lower than the minimum Order price
- If a maximum Order price is defined, Orders entered may not contain any purchase bids with a price higher than the maximum Order price.

In case the Order does not comply with the trade limit then the Order is rejected and not considered in the Order matching. The Exchange Trader is notified of the rejection by a message in SEEPEX trading system client.

In the occurrence of a technical problem preventing SEEPEX or its designated third party from checking the compliance of Orders, the members will be nevertheless required to comply with their trade limits.

2.2.2. Transmission of Orders

Orders are sent electronically via an electronic interface to the Trading System for Matching and execution.

Exchange Members will receive an acknowledgement message indicating that the Order has been correctly registered in the Order Book.

2.2.3. Order Book

The Order Book and the Transactions are anonymous.

Closure of the Order Book may be postponed to the extent that this does not affect the time at which the Auction outcome is published, as provided for hereunder.

Once the Order Book is closed, Orders may not be modified or cancelled and are binding and irrevocable.

2.2.4. Determining Auction Prices and Quantities

The Auction takes place daily, after the Order Book has closed. The price corresponds to the matching of Exchange Members' aggregate supply and demand curves of both Single

Orders and Block Orders for each Contract. The Price determined by the algorithm at the time of Auction is the Price at which all Trades will be executed.

For Price determination purposes, the Exchange Member's interest is assumed to be linear between two price/quantity combinations.

Within the time calculation set at 10 (ten) minutes, the Price determination algorithm aims at optimising the total welfare. The algorithm determines the execution prices and the matched volumes and returns the selection of Block Orders that will be executed

The presence of All-or-None Block Orders in the order book makes necessary the use of a specific search algorithm, in order to determine a market clearing Price.

As a general rule, a Block Order is executed or not by comparing its price with the volume-weighted average of the hourly market clearing prices related to the hours contained in the Block Order.

It may happen that Block Orders are not executed even though their Price would have permitted execution at the market clearing Prices.

SEEPEX has the right to reject one or several Block Orders in case this or these same Block Orders trouble the Algorithm calculation.

2.2.5. Outcome properties

- Single-Contract sell Orders shall not be executed for quantities offered, above the market clearing Price.
- Single-Contract buy Orders shall not be executed for quantities bid, below the market clearing Price.
- Single-Contract sell Orders shall be executed for quantities offered, strictly below the market clearing Price.
- Single-Contract buy Orders shall be executed for quantities bid, strictly above the market clearing Price.
- Single-Contract Orders may not be executed or may be partially executed for quantities offered or bid, at a Price equal to the market clearing Price.
- A block sell Order shall not be executed when its Price is higher than the volume-weighted average market

clearing Prices for the hourly Contracts to which it relates.

- A block buy Order shall not be executed when its Price is lower than the volume-weighted average market clearing Prices for the hourly Contracts to which it relates.
- Block Orders are executed for their full quantity only.
- Orders may not be executed for quantities greater than the quantity named in the Order.

2.2.6. Determining Quantities Allocated in respect of Single-Contract Orders

The quantities bought and sold by Exchange Members for each portfolio shall be determined by linear interpolation at the non-rounded Price determined by the Auction.

Once the quantities have been determined using the non-rounded Price, the Price is rounded by the Trading System.

Prices determined by the Auction are commercially rounded off to two digits after the decimal point.

Quantities bought and sold are commercially rounded off to one digit after the decimal point.

In the event of a difference between total purchase and sale quantities that results from the rounding rules, the residual quantities shall be reallocated to Exchange Members on a per-portfolio basis by successive allocations of one unit of volume.

Article 2.3. Second Auction Procedure

If the market is in Curtailment or if the Auction can lead to a Price that exceeds either the minimal or maximal thresholds defined in the SEEPEX Note for Day-Ahead Auction parameters available on SEEPEX website, then SEEPEX may trigger a Second Auction.

The Second auction procedure aims at informing Exchange Members about tight conditions of the Order Book on the Serbian Market Area on specific hours and at giving them a chance to improve this situation, that is to say:

- in case of high prices, by adding sale volumes, removing purchase volumes, lower the prices of the sell and/or purchase orders;
- in case of low prices, by adding purchase volumes, removing sale

volumes, increase the prices of the sell and/or purchase orders

When a Second Auction is triggered, Market Operators inform all Exchange Members that:

- in case of high prices, more volume for sale, less volume for purchase, or same volume at a lower price
- in case of low prices, more volume for purchase, less volume for sale, same volume at a higher price are called on one or several specific hours and
- the Order Book gate closure time is postponed (or the Order Book is reopened) in order to leave enough time to Exchange Members to modify or delete their Orders, or to submit new one.

During the reopening of the Order book, the modification or deletion of existing Orders and/or the submission of new Orders (Single-Contract Orders or Block Orders) which do not comply with the message sent by Market Operations are forbidden.

If in spite of the Second Auction procedure, purchase and sale quantities still cannot be filled in their entirety at the maximum or the minimum Prices specified in the Orders, all Block Orders which contain the respective hour(s) and which unfavourably influence the determination of intersections between the sales and purchase curves may be rejected and quantities will be allocated in proportion to buyers' and sellers' Single Contract Orders.

Article 2.4. Outcome and Publication of the Outcome

The outcome of the Auction is made available not earlier than the time mentioned in the contracts specifications (Chapter 1 above). The Auction outcome includes:

- the Price and total quantity executed for each Contract,
- the purchase and sale quantities relating to Transactions, per Contract and portfolio.

SEEPEX AD sends Exchange Members a trade confirmation containing the following information:

- the Price and total quantity determined by the Auction algorithm for each Contract,
- Transactions, per Contract and portfolio,
- the Transaction summary for Block Orders.

On Serbian Market Area, the outcome shall be published and validated by 14:00 pm at the latest.

Once the outcome is published and validated, Exchange Members agree to be bound by the terms of the Transactions that they have effected in the Contracts.

Exchange Members are deemed to have taken note of the outcome as soon as it is made public.

Article 2.5. Postponing Closure of the Order Book, the Auction or Publication of the Outcome

If an exceptional situation arises, in particular if a system or the information needed to perform the Auction is unavailable or if an incident prevents the Order Book from being closed or the Auction from being held under normal circumstances, SEEPEX AD may take the following measures:

- modify the time at which the Order Book is closed or the outcome is published,
- authorise participants to submit new Orders or to modify existing Orders; in this situation, SEEPEX AD will provide Exchange Members with a new closing time for the Order Book.

If an exceptional situation arises and if the gate closure time is substantially delayed, Exchange Members will be notified of this by email, or by a message on the Trading System or by a message on SEEPEX website.

In case the postponing of the Order Book closure is decided on request of an Exchange Member experiencing severe technical problems, then SEEPEX AD reserves the right to make public the identity of the aforementioned Exchange Member.

Title 3 GENERAL SERVICES CONDITIONS

CHAPTER 1 MARKET ACTIVITY

Article 3.1. Services providers and subcontractors

Each party accepts that the other may engage one or more service providers or subcontractors of its choosing to perform the provisions of the Market Rules of SEEPEX. Both parties agree to exercise due care and attention when choosing and supervising such service providers and subcontractors, where applicable.

The name of the service providers or subcontractors selected for the operation of the SEEPEX Trading System will be communicated to the Exchange Member by way of a Market Notice.

Under all circumstances, the party that engages a subcontractor or service provider shall remain liable for the performance of its obligations and as well as for the compliance with the Market Rules of SEEPEX.

In consequence whereof, each party authorises the other to divulge to its service providers or subcontractors, where strictly necessary, the information that such providers or subcontractors need to fulfil their obligations. However, the parties must ensure that their contractual relations with service providers or subcontractors are compatible with the Market Rules of SEEPEX, in particular the clauses governing confidentiality and trade secrets.

Article 3.2. Audits

The Exchange Member agrees to submit itself to audits that are initiated by SEEPEX AD (i.e. by the Market Surveillance Office) with the purpose of maintaining the security and integrity of the market or the orderly trading of the Exchange Member in order to ensure:

- that the Exchange Member complies with the Market Rules of SEEPEX,
- that the technical access facilities to the services offered by SEEPEX are properly used.

Audits may be performed at the facility where the Exchange Member is doing business on SEEPEX. The Exchange Member agrees to provide SEEPEX AD with all necessary information. When an audit is to be performed on the Exchange Member's premises, SEEPEX AD undertakes to give the Exchange Member prior notice if appropriate.

Following the audit, SEEPEX AD may forward recommendations to the Exchange Member, who agrees to examine them. If the Exchange Member fails to fulfil one of its obligations under the Rules and Regulations of SEEPEX and if it fails to implement the modifications required by SEEPEX AD, then SEEPEX AD may suspend or terminate the Trading Agreement as provided in the Exchange Rules.

An Exchange Member that engages a service provider or a subcontractor hereby agrees:

- to introduce provisions into the agreements binding it to the service provider or subcontractor whereby SEEPEX AD is authorised to audit said provider or subcontractor,
- to introduce provisions into the aforementioned agreements, insofar as possible, whereby the service provider or subcontractor agrees to implement all modifications required by the Exchange Member further to audit-related recommendations from SEEPEX AD.

CHAPTER 2 PROVISION RELATING TO TECHNICAL SYSTEMS

Article 3.3. Technical facilities for accessing services

SEEPEX undertakes to utilise usual and customary resources when implementing information systems, in order to ensure insofar as possible the continuity and availability of the services provided under the Market Rules of SEEPEX.

In the event of a malfunction in the trading system that could impact the Exchange Member, SEEPEX shall inform the said Exchange Member of the nature and likely duration of such malfunction. The alternative equipment and resources to be used by the Exchange Member in the event of a prolonged service interruption are described in the Exchange Rules.

The Exchange Member shall access SEEPEX trading system solely through the electronic order-transmission and reception system specified by SEEPEX and described in an Annex to the Operational Rules.

The Exchange Member agrees to comply with the procedures for accessing SEEPEX systems. In particular, it shall not conceal its

true identity or appropriate another's identity; nor shall it transmit information with a view to causing a system malfunction or overload.

Article 3.4. Technical documentation

At or before the signature of the Trading Agreement, SEEPEX AD provides upon request the Exchange Member with the technical and operational documents needed to operate the technical facilities for accessing its services.

The Exchange Member acknowledges that it has received all the information and advice needed to operate the technical access facilities, notably in the form of technical specifications contained in documents that SEEPEX AD gives to the Exchange Members.

The Exchange Member also agrees to take into account any technical or operational documents that SEEPEX AD may provide at a later date, and acknowledges that the aforementioned documents are flexible reference materials that may be amended by SEEPEX AD.

Article 3.5. Exchange Member equipment

The Exchange Member agrees to maintain a hardware and software environment that complies with the technical specifications defined in the reference materials referred to in the "Technical documentation" clause herein.

Accordingly, the Exchange Member shall ensure that the characteristics of its hardware and software environment will not disrupt or interfere with SEEPEX' systems.

In the event that the Exchange Member's use of services disrupts the operation of the SEEPEX trading system, SEEPEX AD or authorised third-party shall contact the Exchange Member in order to terminate such disruptions. If these disruptions cannot be terminated within a reasonable time period, or if they endanger the SEEPEX trading system, then SEEPEX AD reserves the right to suspend the Exchange Member's access to the market, without prejudice to the enforcement of the other provisions herein and to the damages that may be claimed in respect of such disruptions.

Under all circumstances, the Exchange Member agrees to take all necessary steps to comply with the technical specifications, as defined in the materials referred to in the "Technical documentation" clause.

Article 3.6. Exchange Member's use of the systems

The Exchange Member agrees to use the services offered by SEEPEX AD, the technical facilities for accessing those services, the associated hardware and software, the IT and telecommunications equipment, and transmission media:

- in compliance with applicable legal and regulatory provisions;
- in compliance with the technical specifications supplied by SEEPEX AD in the documents referred to in the "Technical documentation" clause;
- in compliance with the Market Rules of SEEPEX;
- solely in connection with the services offered by SEEPEX; all other use, connection to other networks, and sharing of files or data with other networks or applications is expressly subject to prior authorisation in writing from SEEPEX AD;
- without making them available to third parties not authorised under the Market Rules of SEEPEX; in this respect the Exchange Member shall not assign, sublease, modify, pledge, transfer or, in general, make them available to third parties in any form whatsoever.

The Exchange Member agrees to seek and abide by the legal, regulatory, administrative and contractual authorisations arising from the applicable Serbian law pertaining to the use of the services offered by SEEPEX, and in particular to comply with the requirements of Law on Personal Data Protection of the Republic of Serbia or its equivalent.

By accepting to use the SEEPEX Trading System, the Exchange Member hereby agrees to waive any liability toward SEEPEX AD and its subcontractors and service providers for any damage caused by such use.

SEEPEX AD, and the service providers or subcontractors engaged by SEEPEX AD donot guarantee the fitness or well-functioning of the SEEPEX Trading System toward the Exchange Member.

Article 3.7. Functional assistance

SEEPEX AD agrees to provide the Exchange Member with functional assistance, as defined in the Market Rules of SEEPEX.

Article 3.8. Security measures

SEEPEX AD and the Exchange Member agree to respect the physical and logical security

measures intended to protect the integrity of the other party's systems. Each party retains full control, either directly or indirectly, over the design and implementation of its policy of administering authorisations for logical access to the network. Furthermore, it assumes entire responsibility for drafting policies, rules, methods and procedures in this matter, and reserves the right to update these in order to maintain and improve the protection of its IT resources in compliance with the Exchange Rules and the technical documentation.

In particular, as regards to system access, each party will take personal responsibility for organising any internal logical and physical security measures, including restriction of access to the site in which its equipment is located, in order to protect its access codes from unauthorised third parties.

Before sending any information over the transmission systems put in place to access SEEPEX, each party shall also ensure that measures are taken to avoid the propagation and dissemination of, in particular, computer viruses over the other party's systems and its own configuration.

Furthermore, the parties shall each put in place back-up procedures for instructions, data and files.

If a party observes that the systems have been penetrated by an unauthorised third party, it shall alert the other party in an effort to seek the cause of such penetration and to take appropriate solutions.

The Exchange Member authorizes SEEPEX AD or authorised third-party to tape telephone conversations and accept that such recordings may constitute admissible evidence.

Article 3.9. Other provisions concerning Internet use

SEEPEX AD and the Exchange Member each have a system for which they are responsible. However, all the information transmitted between those two systems is carried over the Internet.

As a consequence whereof, both parties:

- certify that they are cognisant of the Internet, its technical performance and, in particular, its response times and operating modes; they therefore hold one another harmless from the performances of the Internet,

- are responsible for their choice of IT service providers and, in particular, their respective Internet access providers; they therefore hold one another harmless for the consequences of the acts or defaults of such providers,
- acknowledge that the technical reliability of Internet-based data transmission is relative, since such data are carried on heterogeneous networks with varying technical characteristics and capacities; they therefore hold one another harmless from the absence of data transmission or from the degradation of data occurring between the time they are transmitted by the Exchange Member and the time they are received by SEEPEX AD,
- acknowledge that each party is responsible for taking the appropriate measures to protect its own data, software and hardware from unauthorised third-party access and contamination by computer viruses, by means of logical and physical security measures, including firewalls, implemented according to accepted practice.

The Exchange Member shall be responsible for connecting to the trading system. Accordingly, the Exchange Member must obtain the administrative authorisations, take out the necessary subscriptions, and make the necessary connections or have them made.

Article 3.10. Upgrades

The Exchange Member must upgrade their services and technical access facilities to the trading systems as soon as such upgrades are made available.

SEEPEX AD shall make these upgrades either with a view to improving the services provided to the Exchange Member or because of technical imperatives. SEEPEX AD will make every effort to give the Exchange Member reasonable notice of such upgrades.

Article 3.11. Intellectual Property and Licence

SEEPEX AD warrants that it has obtained all the licences necessary for using the aforementioned trading and order transmission systems.

SEEPEX AD guarantees and holds the Exchange Member harmless from any claims from a third party relating to an infringement of

third-party ownership rights, intellectual property rights, or other property rights.

Each party shall retain ownership of the documents, data and information of any sort that is transmitted to the other party under this agreement and to which either party may have access.

The Exchange Member guarantees SEEPEX AD that it holds the authorisations, and/or property rights and/or licence contracts for all the configurations, firmware and software needed for trading.

For cases where a software application used by the Exchange Member to access SEEPEX requires a licence or an equivalent right, the provisions pertaining to such licence or right are appended to the Market Rules of SEEPEX or are provided by SEEPEX AD to the Exchange Member and must be adhered to by the Exchange Member.

The Exchange Member undertakes to respect the intellectual property rights of SEEPEX AD and of all third parties providing a system or software application needed to access SEEPEX. To this end, the Exchange Member shall take all reasonable measures as regards its staff and third parties to protect said rights and, in particular, shall refrain from altering references to property rights and copyright specified on the materials supplied by SEEPEX AD. The Exchange Member can neither remove nor modify references to copyright, trademarks, trade names or any other sign of intellectual property.

CHAPTER 3 USE OF DATA

Article 3.12. Ownership

SEEPEX AD is the owner of the Market Data resulting from transactions on SEEPEX,

Especially, SEEPEX AD is entitled to use the trading volumes generated by the Exchange Member for statistical purposes, *inter alia*. Such statistics may be made public. In this case, SEEPEX AD agrees to ensure that data remain anonymous.

If the Exchange Member uses an external service provider in connection with its activities on SEEPEX, it undertakes to introduce the above provision into its contractual relations with the said service provider.

Article 3.13. Dissemination of Market Data

The Exchange Member shall use Market Data solely for the purpose of trading on SEEPEX and for its own requirements.

Thus, each Exchange Member is allowed to disseminate data to third parties for the purpose of trading on SEEPEX markets only. The Exchange Member is not allowed to resell Market Data to third parties without having signed a data vendor contract with SEEPEX AD.

Article 3.14. Information Providing and Commercial references

Each party authorises the other to quote its corporate name or trading name as a commercial reference.

SEEPEX AD agrees not to disclose information about the Exchange Member's individual activity on the market nor to disseminate such information to a third party, with the exception of entities or other institutions directly involved in performing the duties and responsibilities arising from the Market Rules (such as, for instance, clearing institutions or supervisory authority), provided that such dissemination stems from the enforcement of the Market Rules of SEEPEX.

Article 3.15. Special authorisation granted to SEEPEX

By signing the Trading Agreement, the Exchange Member expressly authorises SEEPEX AD to record on DVD the operational phone conversations occurring between the parties. Such DVD will be archived for five (5) years in a secure storage and will not be disclosed to third parties without the prior written consent of this Exchange Member.

CHAPTER 4 LIABILITY, JURISDICTION

Article 3.16. Principle

SEEPEX AD and the Exchange Member are liable for direct economical damages incurred by the other party:

- in the event of negligence, wilful default or fraud by either party where the damages originate from the non-performance of an obligation incumbent on the party under the Market Rules and the Trading Agreement;
- in the other circumstances expressly provided for in the Market Rules of SEEPEX;
- without prejudice to the provisions of this title.

Article 3.17. Limitation of liability

Barring the enforcement of a special provision provided for in the Market Rules of SEEPEX, neither party shall seek to render the other liable for compensation for the harmful consequences of:

- force majeure, including strikes and civil unrest;
- malfunctions of a service used by the other party, attributable to circumstances beyond its control and arising in particular from the unavailability, failure or interruption of telecommunications networks or from constraints or limits imposed by telecommunications operators or other service providers;
- inaccuracy, partial or total unavailability or incompleteness of technical information or data originating from third parties;
- degradation of computerised data during transfer over the Internet or upon arrival at, or dispatch from, the computer hardware used to communicate between the Exchange Member and SEEPEX AD.

Article 3.18. Exchange Member's Liability

The Exchange Member is liable for improper use of the services offered by SEEPEX AD under the Trading Agreement.

In particular, the Exchange Member shall be held liable in the event of:

- non-compliance with the provisions of the Market Rules of SEEPEX and their Annexes;
- discredit to the image or reputation of SEEPEX AD, either directly or indirectly.

Article 3.19. SEEPEX AD Liability

SEEPEX AD is subject to a best-efforts obligation. If its liability is sought for negligence, such negligence shall be assessed in the light of the procedures implemented to deal with a technical or market-related incident or a system defect.

SEEPEX or its operating companies only accept liability for damages resulting from the use of the SEEPEX trading systems if and in as far as this results from gross negligence or actions of intent committed by its organs or vicarious agent. Over and above this, SEEPEX AD shall only be liable for the careful operation of the system used for trading in accordance with the Market Rules of SEEPEX.

SEEPEX AD shall in no way be held liable for the harmful consequences of the following:

- impossibility or difficulty for the Exchange Member to access SEEPEX's trading systems owing to access hardware or equipment for which the Exchange Member or a third party is responsible,
- indirect damage, such as commercial damage, loss of business, commercial disruption of any kind, loss of earnings attributable inter alia to the absence of order communication or processing, it being understood that any legal proceedings taken against the Exchange Member by a third party constitute indirect damage, which does not therefore confer a right to compensation. The parties expressly agree that the Exchange Member guarantees SEEPEX AD against any action or complaint and shall hold it harmless for any judgement against it, regardless of the basis and nature of such action or complaint.
- objection to a trade executed by the Exchange Member, where such objection is raised following the cancellation period.
- in the case of force majeure affecting delivery; such events include those considered as force majeure under the network access agreements signed by transmission system operators or delivery institutions/operators as recalled in the Market Rules of SEEPEX.

Whatever the circumstances, should SEEPEX AD incur liability, the parties expressly agree that the total compensation shall not exceed one hundred thousand euro (EUR 100,000) annually all events included.

Article 3.20. Jurisdiction and Dispute Resolution

All disputes arising out of or in connection with the validity, interpretation, performance, non-performance or termination of this General Service Conditions shall be submitted to the Serbian arbitration court attached to the Serbian Chamber of Commerce.

Chapter 5 Miscellaneous

Article 3.21. Representations and warranties

The Exchange Member acknowledges that it has taken note of:

- all the regulations pertaining to its business;
- the contractual documents ;

- ▭ all other documents sent to it by SEEPEX AD.

The Exchange Member agrees to take note of and comply with all communications sent by SEEPEX AD by whatever means.

The Exchange Member represents and warrants that it has the skills necessary to perform in accordance with the Market Rules of SEEPEX. In particular, it acknowledges the volatile nature of the Contracts on SEEPEX and accepts the risks arising from the use thereof.

The Exchange Member agrees to pass on to SEEPEX AD any document that could help SEEPEX AD to identify an infringement of the Market Rules of SEEPEX.

Article 3.22. Confidentiality

Each party agrees to respect the general principle of privileged communications, pursuant to applicable laws and regulations. In particular, each party agrees to respect trade secrets and to refrain from divulging to third parties, either free of charge or for consideration and in any form whatsoever, the information that it receives from the other party or that it obtains through performance of this agreement, concerning but not limited to the party's business, commercial policy, industrial strategy,

management or organisational plans, computer applications and any medium bearing the word "confidential" and, in general, any information or document of a financial, economic, technical, IT-related, commercial or social nature, without the prior written authorisation of the other party, designating the beneficiaries of such information and the tenor thereof.

Furthermore, both parties undertake not to divulge to third parties the concepts, ideas, know-how and techniques revealed by either party in the performance of this agreement.

However, each party is entitled to communicate:

- to the service providers or subcontractors of its choosing: the information received from the other party that is strictly necessary to the provisions of their services, subject to the provisions of the "Service providers and subcontractors" clause,
- ▭ to the competent authorities: the information that such authorities may request under applicable laws or regulations or the Market Rules of SEEPEX.

The provisions of this article shall remain in force, including after termination of the Trading Agreement for a period of five years.

Title 4 PRICE LIST

SECTION 1 FEES

Article 4.1 Fees and Other Expenses

The Exchange Member shall be liable for payment to SEEPEX of fixed and variable fees and expenses. The methods for calculating and collecting said fees and expenses are set forth in the Price List, which is part of the Operational Rules.

Prices are expressed in euro. They can be revised by SEEPEX AD which will notify the Exchange Members of the new schedule of charges by updating the Price List. Such notification shall be made according to the rules regarding Changes to the Market Rules of the Exchange (Article 1.14 and 1.15 of the Exchange Rules).

Article 4.2 SEEPEX entrance fees

Entrance fees	15 000 €
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Article 4.3 SEEPEX annual fees

One day-Ahead Auction	10 000 €
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Article 4.4 SEEPEX transaction fees

DAM AUCTION*	0,095 €/MWh
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*Volume basis is the gross position.

Article 4.5 SEEPEX annual technical fees

SEEPEX Trading System (ETS)	8 000 €
Additional user ETS (incl. read-only)	3 000 €
Additional portfolio ETS	2 000 €

SEEPEX Trading System standard access is provided with two users and two portfolios.

SECTION 2 INVOICING

Article 4.6 Payment of fees

Entrance fees are payable in a single sum and due when SEEPEX AD sends to the Applicant its approval letter for the SEEPEX Market. They are invoiced at the end of the entrance month of the Exchange Member.

Annual fees and technical fees are payable quarterly and invoiced at the beginning of each calendar quarter. For partial quarters, the fees shall be calculated on a monthly basis; they are charged from the month following the admission and invoiced at the beginning of the quarter following the month of admission. In case of termination, the entire last month is charged and SEEPEX will reimburse the Exchange Member for the over-paid fees within 30 days following the termination

Trading fees are assessed and invoiced per calendar month.

After the deadline for payment, SEEPEX AD shall charge late-payment interest on the outstanding amounts at the level of statutory default interest in accordance with Law on Default interest calculated for each day of late-payment.

Article 4.7 Fees for Order Cancellation or Entry by SEEPEX AD

The administrative fees charged for having SEEPEX enter or cancel an Order on the Auctions at an Exchange Member's request shall be EUR 50 per Order cancelled or entered.

The fees mentioned in this article are invoiced quarterly and are included in the invoices.

Article 4.8 Terms of Payment

All fees shall be payable not later than 7 days from the date of receipt of the invoice.

Article 4.9 Bank charges

All the bank charges in the process of the payment will be covered by SEEPEX member (Including the costs of intermediary bank if applicable).

Title 5 TECHNICAL ACCESS RULES

SECTION 1 CONFIGURATION, RIGHT TO USE AND SUPPORT

Article 5.1 Required Configuration of the Exchange Member's Equipment for SEEPEX Client

Recommended system requirements for the client computer:

- A PC with:
 - Intel Dual Core or equivalent processor,
 - 2048 Mb internal memory
 - 100 Mb of free Hard Disk space.
 - Supported operating systems: Windows7 Professional, latest service pack
Windows8, latest service pack, MS Excel 2007, 2010, 2013

Please note that MS Excel Viewer is not supported.

- Network Requirements:

SEEPEX Trader Client requires a stable Internet connection. The recommended minimum connection speed is 256Kbit/s or better. All traffic is TLS encrypted.

- Proxy support:

The SEEPEX Trader Client does support connecting to an exchange using HTTP CONNECT proxy servers.

Article 5.2 Launching SEEPEX Client

SEEPEX Client is a "fat" Client which has to be installed on each user PC. SEEPEX AD shall supply the Exchange Member with the user-id and access code needed to have access to the SEEPEX Client Order transmission program.

A Exchange Member can have access to SEEPEX Client from several computers, provided that the equipment configuration and network requirements are met.

SEEPEX AD shall inform the Exchange Member of the availability of any update of SEEPEX Client.

The technical documentation for SEEPEX Client is available at the following address:

<http://www.seepex-spot.rs/en/rules-and-docs>

Article 5.3 SEEPEX Client User right to use

The Exchange Member is granted an SEEPEX Client user right to use and shall abide by its terms.

All intellectual property rights related to SEEPEX Client are held by Soops Investment BV or its suppliers and are protected under applicable laws and international treaties. SEEPEX and its suppliers retain all rights not expressly granted to Exchange Members.

SEEPEX Client is reserved for the exclusive use of the Exchange Member and for the sole purpose of making trades on SEEPEX Day-Ahead under the terms of the Exchange Market Rules. Only Exchange Members are authorised to download and use SEEPEX Client. SEEPEX Client can be accessed from another of the Exchange Member's computers under the terms of the user right to use.

The Exchange Member shall not modify, disassemble, decompile, or merge SEEPEX Client or any copy thereof.

The Exchange Member shall not sublicense, assign, or transfer the user right.

The user right remains granted as long as the SEEPEX Trading Agreement remains in effect. The user right shall be cancelled if the Exchange Member does not abide by the terms and conditions thereof.

Article 5.4 Operating and technical documentation

The purpose of the technical documentation is to provide the explanations needed for using the SEEPEX Client. It is subject to change and has no contractual value. The recommendations must be followed in order to ensure a proper use of the Trading Systems.

Article 5.5 Operating support

To facilitate such communication and meet Exchange Member demands, SEEPEX AD provides an operating support service.

During the usual opening hours, which are defined in an appendix, this support can be reached by telephone at a number communicated in an Appendix.

SECTION 2 COMMUNICATIONS**Article 5.6 Normal procedures**

	DAY-AHEAD MARKET SEGMENT	
	Serbian Day-Ahead Auction	
	Order transmission	Result transmission
Schedule	Whichever comes first, 45 days before delivery, 24 hours a day, until 10.15 am the day before delivery day	As soon as auction is finished.
Sender	Exchange Members	SEEPEX AD
Receiver	SEEPEX AD	Exchange Members
Information sent	Price	Market Prices
	Quantities	Volumes
	Order type	Individual executed volumes per portfolio
Primary system used	SEEPEX Trading System Platform	SEEPEX Trading System Platform
Secondary system used	e-mail	e-mail
Fallback procedure	Automatic system for trading on behalf (see the procedure available on SEEPEX website: http://www.seepex-spot.rs/en/rules-and-docs)	

Article 5.7 Fallback procedures

- Upon the occurrence of technical problems:
 - the Exchange Member(s) affected shall immediately notify SEEPEX AD of problems entering, sending or receiving data from the trading system; In this case, the Exchange Member is exceptionally allowed to send its Orders per email according to the table provided in Article 5.6.
 - Conversely, SEEPEX AD shall notify its Exchange Members of any general disruption of its Systems. In this case, SEEPEX AD reserves the right to restrict the submission of specific types of Orders. SEEPEX AD will communicate these specific restrictions if applicable.

- If the auction system is not available:
 - If it decides to maintain the Auction, SEEPEX AD will trigger the Trade on Behalf fallback procedure¹. Orders submitted through this procedure shall be binding for the Exchange Members.
 - The Orders will be entered by SEEPEX into the Trading System on a best effort basis considering the obligations to maintain a fair and orderly market and to execute the market coupling contracts.
 - Notwithstanding the provisions of Article 3.19 of SEEPEX Operational Rules, SEEPEX AD shall not be liable for mistakes in such cases except if they are intentional or the result of gross negligence.

- In case of impossibility to run an auction:
 - No Order will be executed;
 - The prices of a previous day or any other fair and representative prices will be published instead of auction results.

- SEEPEX informs the Exchange Members by email of one of the following decisions:
 - The postponing of the auction with a new order transmission schedule, more adapted to the new publication time, or
 - The cancellation of the day's auction.

¹ The trade on behalf procedure and the Trade on Behalf template are available on the SEEPEX website at the following link <http://www.seepex-spot.rs/en/rules-and-docs>

ANNEX - PARAMETERS SETTING NOTICE

SECTION 1 USUAL OPENING HOURS

1. Usual opening Hours

- This period is set to:
 - 8:30am-6:00pm, on week days
 - 8:30am-1:30pm, on week-ends and holidays
- Support during the usual opening hours:
- *The following contacts are to be used during usual opening hours:*
 - Phone : +33 1 70 36 67 96
 - E-Mail: marketops@dam.seepex.rs

SECTION 2 WORKING LANGUAGES

Working language at SEEPEX is English.