
SEEPEX

Trading Agreement / Ugovor o trgovini

<p><u>The undersigned:</u></p> <p>SEEPEX A.D. Beograd, a company with a capital of EUR 2 000 000, having its registered office at 412, Vojvode Stepe street, 11000 Belgrade, Serbia, registered in the Business registers agency under the number 21121070, represented by Milos Mladenovic, in his capacity as Managing Director,</p> <p>hereafter “SEEPEX A.D.”,</p> <p>the Party of the First Part</p> <p>and</p> <p>_____, a Company with a capital of _____, having its registered _____ office _____ at _____, registered on _____ Companies Register under the number _____, represented by _____, in his capacity as _____,</p> <p>hereafter “the Exchange Member”,</p> <p>the Party of the Second Part</p> <p>hereafter together referred to as “the Parties”.</p> <p><u>Preamble</u></p> <p>SEEPEX A.D.’s business is to operate and ensure the proper functioning of a market called “SEEPEX” pursuant to the Market Rules of the said market. SEEPEX A.D. does not act in a <i>del credere</i> capacity.</p> <p>The Exchange Member has approached SEEPEX A.D. on a voluntary basis with a view to trading on SEEPEX.</p> <p>In consequence whereof, the parties hereto now agree as follows.</p>	<p><u>Dolepotpisani:</u></p> <p>SEEPEX A.D. Beograd, kompanija sa kapitalom od 2 miliona evra sa sedištem u Vojvode Stepe br. 412, 11 000 Beograd, Srbija, registrovana u Agenciji za privredne registre pod matičnim brojem 21121070, koju zastupa Miloš Mladenović u svojstvu Izvršnog direktora,</p> <p>u daljem tekstu “SEEPEX A.D.”,</p> <p>s jedne strane</p> <p>i</p> <p>_____, naziv kompanije sa kapitalom u iznosu _____, sa _____, sa sedištem u _____, upisana _____ u Registar kompanija pod brojem _____, koju zastupa _____, u svojstvu _____,</p> <p>U daljem tekstu “Učesnik na organizovanom tržištu”,</p> <p>s druge strane</p> <p>u daljem tekstu zajednički označene kao: “strane”.</p> <p><u>Preambula</u></p> <p>Delatnost kompanije SEEPEX A.D je da upravlja i obezbedi pravilan rad organizovanog tržišta pod nazivom “SEEPEX”, u skladu sa Tržišnim pravilima navedenog tržišta. SEEPEX A.D. neće delovati u svojstvu <i>del credere</i>.</p> <p>Učesnik na organizovanom tržištu svojevolsno je pristupio SEEPEX A.D. u cilju trgovine na SEEPEX.</p> <p>Kao posledica toga, strane su se saglasile kako sledi.</p>
---	---

<p>Article 1. <u>Purpose</u></p> <p>The purpose of this Trading Agreement is to define:</p> <ul style="list-style-type: none"> • the types of contracts that the Exchange Member is authorized to trade; • the terms on which the Exchange Member will carry on its trading business and the resulting relations with SEEPEX A.D. <p>Article 2. <u>Contents of this Agreement - Obligation of the Exchange Member</u></p> <p>The Trading Agreement is part of the Market Rules of SEEPEX, which consist of:</p> <ul style="list-style-type: none"> • this Trading Agreement, • the Exchange Rules, the Operational Rules and the Code of Conduct of SEEPEX, which apply to the contracts which the Member is authorized to trade pursuant to this Trading Agreement, in their most recently published version. <p>In the event of any contradiction between this Trading Agreement and the Exchange Rules, the Operating Rules or the Code of Conduct of SEEPEX A.D., the Exchange Rules, Operating Rules or Code of Conduct shall prevail over the Trading Agreement.</p> <p>By signing this Trading Agreement, the Exchange Member agrees to comply with the Market Rules of SEEPEX in all respects and to fulfill all of the duties and obligations of the Market Rules of SEEPEX which may be applicable.</p> <p>Article 3. <u>Authorizations</u></p> <p>Subject to the provision of all essential supporting documents for its admission and membership on SEEPEX, the Member is authorized to access trading for the market segments which it has chosen in the Annex to this Trading Agreement.</p>	<p>Član 1. <u>Svrha</u></p> <p>Svrha ovog Ugovora o trgovini je da uredi:</p> <ul style="list-style-type: none"> • Vrste ugovornih transakcija za koje je Učesnik na organizovanom tržištu ovlašćen da trguje; • Uslove pod kojima će Učesnik na organizovanom tržištu sprovesti poslove trgovanja i rezultirajuće odnose sa SEEPEX A.D. <p>Član 2. <u>Sadržina ovog Ugovora – obaveze Učesnika na organizovanom tržištu</u></p> <p>Ugovor o trgovini je deo SEEPEX Tržišnih pravila koja se sastoje od:</p> <ul style="list-style-type: none"> • Ovog Ugovora o trgovini, • Pravila organizovanog tržišta, Operativnih pravila i Kodeksa ponašanja SEEPEX, koji se odnose na vrste ugovornih transakcija za koje je Učesnik ovlašćen da trguje, u skladu sa ovim Ugovorom o trgovini i u skladu sa njegovom najnovijom objavljenom verzijom. <p>U slučaju pojavljivanja neslaganja između ovog Ugovora o trgovini i Pravila organizovanog tržišta, Operativnih pravila ili Kodeksa ponašanja kompanije SEEPEX A.D., pravila organizovanog tržišta, Operativna pravila ili Kodeks ponašanja će imati primat u odnosu na Ugovor o trgovini.</p> <p>Potpisivanjem ovog Ugovora o trgovini, Učesnik na organizovanom tržištu se obavezuje da će u svakom pogledu postupati u skladu sa SEEPEX Tržišnim pravilima i da će ispuniti sve obaveze i dužnosti iz SEEPEX Tržišnih pravila koja mogu biti primenjena.</p> <p>Član 3. <u>Ovlašćenja</u></p> <p>U skladu sa odredbama svih ključnih pratećih dokumenata za prijavljivanje i učešće na SEEPEX, Učesnik na organizovanom tržištu je ovlašćen da pristupi trgovini za segmente tržišta koje je odabrao u Aneksu ovog Ugovora o trgovini.</p>
---	--

<p>The Exchange Member can modify its choice of market segments after notifying SEEPEX A.D. by letter.</p> <p>The list of market segments on which contracts can be traded may evolve, in which case SEEPEX A.D. will notify Exchange Members accordingly.</p>	<p>Učesnik na organizovanom tržištu može da menja svoj izbor segmenata tržišta nakon što obavesti SEEPEX A.D. o tome pisanim putem.</p> <p>Spisak segmenata tržišta na kojima Učesnik na organizovanom tržištu može trgovati se može proširiti, i u tom slučaju će SEEPEX A.D. pravovremeno obavestiti Učesnika na organizovanom tržištu.</p>
<p>Article 4. <u>Amendments</u></p> <p>The Parties may modify the terms of this Trading Agreement by means of a supplemental agreement. Such supplemental agreement shall then prevail over the provisions of the Trading Agreement.</p> <p>SEEPEX A.D. can make any amendments to this Trading Agreement necessary to conform this Trading Agreement to changes in laws or regulations as soon as such regulatory changes take effect.</p> <p>SEEPEX A.D. reserves the right to modify the provisions of the Exchange Rules, Operational Rules and Code of Conduct in its sole and absolute discretion subject only to prior written notice given to the Exchange Member under the conditions set forth in the Exchange Rules.</p>	<p>Član 4. <u>Izmene</u></p> <p>Ugovorne strane mogu da menjaju uslove ovog Ugovora o trgovini putem dopunskog ugovora. Takav dopunski ugovor preuzeće primat nad odredbama Ugovora o trgovini.</p> <p>SEEPEX A.D. može vršiti bilo kakve izmene ovog Ugovora o trgovini koje su potrebne da bi ovaj Ugovor o trgovini bio u skladu sa izmenama zakona ili regulatie čim izmene takve regulative stupe na snagu.</p> <p>SEEPEX A.D. zadržava pravo da modifikuje odredbe Pravila organizovanog tržišta, Operativnih pravila i Kodeksa ponašanja po sopstvenom nahođenju samo uz obavezu davanja prethodnog obaveštenja Učesniku na organizovanom tržištu pisanim putem, u skladu sa uslovima definisanim u Pravilima organizovanog tržišta.</p>
<p>Article 5. <u>Term and Termination</u></p> <p>5.1 Effective Date – Term</p> <p>The entry into force of this Trading Agreement is contingent upon the fulfilment of the conditions contained in the Market Rules of SEEPEX.</p> <p>This Trading Agreement has been entered into for an indefinite period of time from its effective date.</p> <p>5.2 Suspension of the Trading Agreement</p> <p>This Trading Agreement shall be suspended:</p> <ul style="list-style-type: none"> • automatically in the event of force majeure, 	<p>Član 5. <u>Rokovi i prestanak ugovora</u></p> <p>5.1 . Datum stupanja na snagu – rok</p> <p>Stupanje na snagu ovog Ugovora o trgovini zavisi od ispunjenja uslova sadržanih u SEEPEX Tržišnim pravilima.</p> <p>Ovaj Ugovor o trgovini potpisan je na neodređeni vremenski period, a počinje da se primenjuje od datuma stupanja na snagu.</p> <p>5.2 Suspenzija Ugovora o trgovini</p> <p>Ovaj Ugovor o trgovini biće suspendovan:</p> <ul style="list-style-type: none"> • automatski u slučaju više sile,

- if the Exchange member requests suspension of its trading activity for a determined period of time;
- automatically if the Exchange Member's status is temporarily withdrawn by SEEPEX A.D. or the competent authorities,
- automatically if the conditions to be a Exchange Member and mentioned in the Market Rules of SEEPEX are not met.

5.3 Termination

This Trading Agreement shall be terminated automatically:

- if the grounds for suspension persist for more than three months or if such grounds are final in nature at the time they occur or become final within the aforementioned time period,
- if SEEPEX A.D. decides to withdraw the Exchange Member's status, as provided in the Exchange Rules,

This Trading Agreement can be terminated:

- if either party fails to perform any obligations under this agreement and fails to remedy such failure within thirty (30) calendar days of written notice to that effect from the other party by registered letter with return receipt. Such other party may terminate this agreement as of right, without prejudice to any damages it may claim on account of such failure.
- if the Exchange Member does not comply with the Market Rules of SEEPEX, with immediate effect by registered letter with return receipt addressed to the other Party.
- at any time, by the parties, by registered letter with return receipt addressed to the other party, subject to a notice period of thirty (30) calendar days.

- ukoliko Učesnik na organizovanom tržištu zatraži prekid aktivnosti trgovanja na određen vremenski period;
- automatski ukoliko SEEPEX A.D. ili nadležni organi privremeno ukinu status Učesnika na organizovanom tržištu ,
- automatski u slučaju neispunjenja uslova za status Učesnika na organizovanom tržištu, navedenih u SEEPEX Tržišnim pravilima .

5.3 Raskid

Ovaj Ugovor o trgovini automatski će biti raskinut:

- ukoliko razlozi za prekid ugovora postoje više od tri meseca ili ukoliko su takvi razlozi konačni u trenutku kada su nastali ili postali konačni u okviru napred navedenog vremenskog perioda,
- ukoliko SEEPEX A.D. odluči da povuče status Učesnika na organizovanom tržištu, kao što je navedeno u Pravilima organizovanog tržišta .

Ovaj Ugovor o trgovini može biti raskinut:

- ukoliko bilo koja ugovorna strana ne ispuni bilo koju obavezu definisanu ovim ugovorom i ne otkloni taj propust u roku od trideset (30) kalendarskih dana od prijema pisanog obaveštenja o tome koje je druga ugovorna strana poslala preporučenom pismom sa povratnicom. Takva druga strana ima pravo da raskine ovaj ugovor, ne dovodeći u pitanje bilo kakvu odštetu koju ta strana može da traži na osnovu ovog nedostatka.
- ukoliko Učesnik na organizovanom tržištu ne postupa u skladu sa SEEPEX Tržišnim pravilima, raskid stupa na snagu odmah slanjem preporučenog pisma sa povratnicom drugoj strani.
- strane mogu da raskinu ugovor u bilo kom trenutku preporučenim pismom sa povratnicom upućenim drugoj strani, uz otkazni rok od trideset (30) kalendarskih dana.

- as provided for in the Market Rules of SEEPEX. In this case, SEEPEX A.D. must give reasons for its decision.
- if the Exchange Member refuses to implement a rule amendment. In this case, termination shall take effect on the effective date of such amendment, and the Exchange Member shall be informed thereof by registered letter with return receipt or, in case of emergency, by a facsimile followed immediately by a registered letter with return receipt.

Termination of this Trading Agreement, whatever the cause, shall render due and payable all sums owed by one party to the other under this agreement at the date of the termination.

Article 6. Interpretation, Nullity, Tolerance, Entire Agreement

In case of conflict of construction between any heading to a provision and any provision itself, the heading shall be deemed non-existent.

If one or more provisions of this Trading Agreement are deemed to be invalid or ruled to be invalid in application of a statute or regulation or following a final decision of a competent court, the other provisions hereof shall remain in full force and effect.

The Parties reciprocally agree that the fact that one party tolerates a situation does not afford the other party vested rights. Furthermore, such tolerance cannot be construed as a waiver of the rights in question.

This Trading Agreement constitutes the entire agreement between the parties. It supersedes all prior oral or written agreements with respect to its subject matter.

Article 7. Governing Law

This Trading Agreement is governed by Serbian law, which applies equally to substantive (material) rules and to procedural rules.

- kako je predviđeno SEEPEX Tržišnim pravilima. U tom slučaju, SEEPEX A.D. mora da da razloge za takvu odluku.
- ukoliko Učesnik na organizovanom tržištu odbija da primeni izmene pravila. U tom slučaju, raskid stupa na snagu na dan stupanja na snagu takvih izmena, a Učesnik na organizovanom tržištu mora da bude obavešten o tome preporučanim pismom sa povratnicom ili, u hitnim slučajevima, faksom nakon kojeg će odmah biti poslato preporučeno pismo sa povratnicom.

Raskidom ovog Ugovora o trgovini, bez obzira na uzrok, svi iznosi koje jedna strana duguje drugoj po ovom Ugovoru na dan njegovog raskida, smatraće se dospelim i plativim.

Član 6. Tumačenje, ništavnost, tolerancija, celokupan ugovor

U slučaju neslaganja između sadržine naslova bilo koje odredbe i same te odredbe, naslov će se smatrati nepostojećim.

U slučaju da se jedna ili više odredi ovog Ugovora o trgovini smatra nevažećom ili je odlučeno da su nevažeće kroz primenu zakona ili propisa ili nakon konačne odluke nadležnog suda, ostale odredbe ovog ugovora ostaju na snazi.

Strane se uzajamno saglašavaju da činjenica da jedna strana toleriše neku situaciju, ne znači da druga strana na to ima pravo. Nadalje, takva tolerancija ne može se tumačiti kao odricanje od zahtevanja ponašanja koje se toleriše.

Ovaj Ugovor o trgovini čini celokupni sporazum između strana. On zamenjuje sve prethodne usmene ili pisane sporazume u vezi sa njegovim sadržajem.

Član 7. Merodavno pravo

Ovaj Ugovor o trgovini regulisan je zakonima Republike Srbije, koji se jednako primenjuju i na materijalna pravila i na proceduralna pravila.

<p>Article 8. <u>Ancillary Agreement/Safeguarding clause</u></p> <p>The rights and obligations regarding the object of the contract shall exclusively be governed by the provisions of this Trading Agreement.</p> <p>Any previous agreement between the Parties on this same object is cancelled and replaced by this Trading Agreement.</p> <p>Article 9. <u>Leading Language</u></p> <p>Two bilingual originals in English and Serbian language of this trading Agreement have been signed by the Parties.</p> <p>In the event of any conflict between the English version and any translation into the other language, the English version shall prevail.</p> <p>Done in TWO originals.</p>	<p>Član 8. <u>Pomoćni ugovor / Zaštitna klauzula</u></p> <p>Prava i obaveze vezane za predmet ugovora biće regulisane isključivo odredbama ovog Ugovora o trgovini.</p> <p>Svi prethodni ugovori između Ugovornih strana po istom predmetu biće poništene i zamenjene ovim Ugovorom o trgovini.</p> <p>Član 9. <u>Jezik ugovora</u></p> <p>Ugovorne strane su potpisale dva originalna dvojezična primerka ovog Ugovora o trgovini na srpskom i engleskom jeziku.</p> <p>U slučaju neslaganja između engleske verzije i prevoda na neki drugi jezik, engleska verzija će imati prednost.</p> <p>Sačinjen u DVA originalna primerka</p>
<p>Exchange Member/Učesnik na organizovanom tržištu</p> <p>Date/Datum _____</p> <p>In/U _____</p> <p>Name/Ime _____</p> <p>Signature/Potpis</p>	<p>SEEPEX A.D./ SEEPEX A.D.</p> <p>Date/Datum _____</p> <p>In/U _____</p> <p>Name/Ime _____</p> <p>Signature/Potpis</p>

ANNEX – ACCESS TO SEEPEX A.D. MARKET AND SEGMENTS	ANEKS – PRISTUP SEEPEX A.D TRŽIŠTU I SEGMENTIMA		
Pursuant to article 3 of the SEEPEX Trading Agreement, the Exchange Member applies to be authorized to access trading for the following categories of contracts:	Prema članu 3 SEEPEX Ugovora o trgovini, Učesnik na organizovanom tržištu prijavljuje se za dobijanje ovlašćenja za pristup trgovanju za sledeće kategorije ugovornih transakcija:		
<p><input checked="" type="checkbox"/> SEEPEX Serbian Day-Ahead Auction/ SEEPEX srpska aukcija dan-unapred</p> <p style="text-align: center;">Done in TWO originals./ Sačinjen u DVA originalna primerka.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Exchange Member/Učesnik na organizovanom tržištu Date/Datum _____ In/U _____ Name/Ime _____ Signature/Potpis </td> <td style="width: 50%; vertical-align: top;"> SEEPEX A.D./ SEEPEX A.D. Date/Datum _____ In/U _____ Name/Ime _____ Signature/Potpis </td> </tr> </table>		Exchange Member/Učesnik na organizovanom tržištu Date/Datum _____ In/U _____ Name/Ime _____ Signature/Potpis	SEEPEX A.D./ SEEPEX A.D. Date/Datum _____ In/U _____ Name/Ime _____ Signature/Potpis
Exchange Member/Učesnik na organizovanom tržištu Date/Datum _____ In/U _____ Name/Ime _____ Signature/Potpis	SEEPEX A.D./ SEEPEX A.D. Date/Datum _____ In/U _____ Name/Ime _____ Signature/Potpis		