Daily Auction Rules
for the allocation of
transmission capacities
at the border of
control areas of JP Elektromreža Srbije
(“EMS”) and CN Translelectrica S.A.
(“Transelectrica”)
(hereinafter: Daily Auction Rules)

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Definitions
Terms used herein shall have the following meanings unless otherwise defined.

**Allocated Capacity** – The Capacity that the *Auction Participant* obtains by notification of the *Auction* results. *Allocated Capacity* is guaranteed by both neighboring TSOs, vis-à-vis *Auction Office*, in accordance with these *Daily Auction Rules*.

**Announcement of Auction Capacities** – document published on the *Auction Office* website specifying offered *Capacities*, period of reservation, and any additional information necessary for the *Auction* process.

**Auction** – congestion management mechanism adopted by *TSOs* in order to allocate the available *Capacities*.

**Auction Platform** – an electronic web-based trade portal operated by the *Auction Office* available at https://damas.ems.rs. *Daily Auctions* provided by the *Auction Office* are carried out through the *Auction Platform*.

**Auction Office** – stands for *EMS* (in its function as the *Auction Office*). *EMS* will be subject to all rights and responsibilities attributed to the *Auction Office*.

**Auction Participant** – a person and/or an entity identified with a unique EIC Code, registered at the *Auction Office* in accordance with Article 3.1. *EIC Codes* are issued by local issuers and published on the following web site: (https://www.entsoe.eu/fileadmin/user_upload/edi/library/eic/cds/area.htm).

**Auction Price** – the price in EUR determined for border and direction in accordance with Section 4, to be paid by each *Auction Participant* for each MW of *Capacity* for each hour.

**Bid** – a request of *Capacity* reservation (**Bid Amount**) at the specified price (**Bid Price**) submitted for the given border and direction.

**Bid Amount** – the requested amount of *Capacity* reservation in MW (integral part of a **Bid**).

**Bid Price** – the price in EUR which *Auction Participant* is willing to pay for 1MW of *Capacity* for each hour.

**Capacity** – cross-border transmission capacity in MW.

**Congestion** – means a situation in which an interconnection linking national transmission networks, cannot accommodate all physical flows resulting from cross-border trade requested by market participants because of a lack of capacity of the interconnectors and/or the national transmission systems concerned.

**Contract** - contract between the *Auction Office* and the *Auction Participant* for *Auctions* at Serbian-Romanian border created by confirmation of the Registration Form of *Auction Participant* by the *Auction Office*. The *Daily Auction Rules* constitute the terms and conditions of the contract.

**Control Area** – a coherent part of the interconnected system operated by a single *TSO*. 
Daily Auction Rules – Daily auction rules for the allocation of transmission capacities at the border of control areas of JP Elektromreža Srbije and CN Transelectrica S.A.

EIC-Code – Energy identification code serving to clear the identification of entities in a cross-border trade (see https://www.entsoe.eu/fileadmin/user_upload/edi/library/eic/cds/area.htm)

Emergency Situation – conditions and/or events and/or circumstances which in the professional assessment of EMS and/or Transelectrica put under risk the security of supply, provision or transmission of electricity or the technical safety of a given national transmission system or its significant part such as, but not limited to, those caused by Force Majeure and/or unplanned network conditions.


Energy Community Treaty – Treaty establishing the Energy Community between the European Community on the one hand and Albania, Bulgaria, Bosnia and Herzegovina, Croatia, FYR Macedonia, Montenegro, Romania, Serbia and UNMIK on the other hand, signed on October 25, 2005.

ENTSO-E – European Network of Transmission System Operators for Electricity – association of TSOs

(1M EURIBOR + 3%) p.a. - one-month interest rate at which euro interbank term deposits within the euro zone are offered by one prime bank to another prime bank (see http://www.euribor.org) increased by 3% and calculated by using pro-rata method.


Force Majeure – conditions and/or events and/or circumstances which, or the results of which, are beyond the reasonable control of EMS and/or Transelectrica, and which cannot be prevented or overcome with reasonable foresight and diligence, such as but not limited to international superimposed loop flows, atmospheric phenomena considered irresistible due to their cause or on account of their size or duration, unexpected or irresistible generation capacity outages or limitations, if EMS and/or Transelectrica are only able to counteract them by endangering the security of supply, and/or which cannot be solved by measures which are from a technical, financial and/or economic point of view reasonably possible for EMS and/or Transelectrica.

ITR (Interconnection Trade Responsible) – Market participant recognized by TSOs (as nomination validators) for the nomination of Allocated Capacity. It must be identified with EIC-Code. On EMS side it is the market participant with a valid and effective balance responsibility contract with EMS. On Transelectrica side it is the market participant with a valid and effective balancing contract with Transelectrica (balance responsible party).

Offered Capacity – the Capacity offered by the concerned TSOs on the border and direction
for the period indicated in the *Auction* procedure and guaranteed by concerned TSOs.

**Reservation Period** – the period for which *Capacity* is offered in the *Auction*.

**Time Stamp** - the *Auction Platform* system time assigned to a message when it leaves and/or comes into the *Auction Platform*. The *Time Stamp* is definitive when settling disputes.

**Transelectrica (CN Transelectrica S.A.)** – company with registered office at 33, Magheru Blvd, Bucharest - 010325, Romania and with the number of the commercial register No:J40/8060/2000. Address for general correspondence: 2-4 Olteni Street, RO-030786, Bucharest–3

**TSO** - means a natural or legal person responsible for operating, ensuring the maintenance of, and, if necessary, developing the transmission system in a given area and where applicable its interconnections with other systems, and for ensuring the long-term ability of the system to meet reasonable demands for the transmission of electricity.

**TSOs** - Transmission System Operators participating in this common auction procedure, i.e. *EMS* and *Transelectrica*.

**User** - a person entitled to use the *Auction Platform* in the name of *Auction Participant*.

**Working Day** – the calendar days from Monday to Friday, with the exception of Serbian public holidays (see Annex 5).

Unless context requires otherwise, any wording in the *Action Rules* denoting the singular also applies to the plural as logic requires, and vice versa. Furthermore, the same principle of inclusion applies to references of gender.
Section 1
Preamble

Article 1.1 Considerations

The demand for cross-border transmission and capacity reservations at the Serbian-Romanian border is usually much higher than the available capacity.

According to EU Regulation and Energy Community Treaty, a market-based mechanism should be adopted to allocate transmission capacity among market players.

In order to achieve maximum transparency in the allocation of this transmission capacity and to avoid discrimination in allocating capacities, TSOs organize common auctions, i.e. a common allocation of cross-border capacities.

Article 1.2 General Principles

TSOs agreed to introduce a common auctioning procedure of Capacities on the Serbian-Romanian border and to allocate available Capacities on the congested border.

Due to the technical constraints in the regional transmission grid, the border may be congested.

The Daily Auction Rules are constructed in accordance with the EU Regulation and the Energy Community Treaty, mandatory national laws of TSOs, and regulations set forth by national Regulatory Authorities.

The aim of the common Auction is to offer the market participants an easy, transparent, and non-discriminatory system for Capacity allocation.

Capacities are offered firm, i.e. concerned TSOs have committed themselves vis-à-vis Auction Office to guarantee the Allocated Capacity with the exception of cases described in Section 10.

TSOs have committed themselves vis-à-vis Auction Office to offer through the Auction Office and through the Auctions all Capacity recognized as available for commercial activity at the time of the Offered Capacity computation.

The methodology for computation of capacity limits for Serbian-Romanian border shall be based on standard ENTSO-E methodology for calculation of Available Transfer Capacity. When determining the daily Available Transfer Capacity the following will be taken into account:

− the monthly Capacity that has not been allocated in the monthly Auction in the previous Auctions;
− the yearly and/or monthly capacity already allocated, which had to be withdrawn from the Auction Participant;
− the yearly and monthly Capacity which was allocated and has not been nominated to EMS and Transelectrica through long term nomination process by 08:00 (CET) for the following day.
− Netting effects based on nominations in the respective counter direction.
Article 1.3
The Auction Office

The Auction Office is responsible for carrying out the Auctions in accordance with the Daily Auction Rules. The Auction Office conducts the Auctions and provides the market participants and concerned TSOs with all relevant information. TSOs have agreed that the daily Auctions, the function of Auction Office will be provided by EMS based on agreement between Translelectrica and EMS. Therefore, the contractual relations in the framework of these Auctions will only be between EMS and the Auction Participant.

TSOs have committed themselves vis-à-vis Auction Office to make the Capacity available to the extent that it has been allocated to the Auction Participants, with the exception of cases described in Article 10.1.

Section 2
General

Article 2.1
Scope of the Auction Rules

These Daily Auction Rules contain the terms and conditions for the allocation of the daily Capacity in both directions of the Serbian-Romanian border.

Among other aspects, the Daily Auction Rules describe the requirements which the Auction Participants in the Auction must fulfill in order to participate, the Auction algorithm (including the determination of Auction Price as a result of Auction), and the conditions for using the Allocated Capacity.

By notification of the Auction result in case of daily Auction, the Capacity is allocated to the prospective Auction Participants. Information about Auctions is available on the website of the Auction Office.

TSOs have committed themselves vis-à-vis Auction Office to accept the result of the common Auctions and to reserve the Capacities for Auction Participants according to the individual Auction results. Each TSO has committed itself to carry out the transmission services in accordance with their individual respective prerequisites and in accordance with the legal requirements applicable to them (see Section 8).

Grid access is not covered and granted by the scope of Daily Auction Rules or the Auction results.

Auction Price is set forth independently of the actual use, and other transmission fees if applicable, separately in each Control Area.

Article 2.2 Auctions

The Auction Office organizes daily Auctions starting from Auction for January 1, 2014
Auctions are held for Capacity to be reserved for both directions on the Serbian-Romanian border for the following Reservation Periods:

- for the daily Auction – the Reservation Periods lasts for each individual hour throughout 24 hours of a calendar day (23 or respectively 25 hours when daylight savings time changes).

The Offered Capacities for daily Auctions shall be published on the website of the Auction Office (http://www.ems.rs) and on Auction Platform (https://damas.ems.rs) at 09:00 (CET) on the day of the daily Auction.

If there were yearly and monthly allocated capacities curtailed, the daily and intra-day auctions will be suspended on the respective border direction.

Section 3
Procedure and Requirements for Participating in the Auction

Article 3.1
Registration and Acceptance of the Daily Auction Rules

The TSOs set the following prerequisites for participation in daily Auction:

- On EMS side - A valid and effective balance responsibility contract with EMS
- On Transelectrica side - A valid and effective balancing contract with Transelectrica

i.e. only ITRs (Interconnection trade responsible) can register for the participation in daily Auction.

Only ITRs on Serbian and Romanian Electricity Market who declare legally binding and irrevocably their full and complete knowledge and acceptance of the valid and effective Daily Auction Rules which are published at the website of the Auction Office may take part in an daily Auction.

This declaration is done by the Auction Participant through the delivery of a validly-signed Registration Form (see Annex 1) together with following documents:

- Original or verified copy of an extract from the Commercial or Company register (in Serbian, Romanian or English).
- A list of the authorized representatives who are entitled to communicate with the Auction Office in the name of the Auction Participant and to execute statements towards the Auction Office which bind the Auction Participant (see Attachment 1 of Annex 1).

All the sections of the Registration Form must contain complete and true information.

Each Auction Participant is identified with a valid and unique EIC-Code issued for the Auction Participant as a subject of law and registered in the list of EIC-Codes published by ENTSO-E. EIC-Code of each of Auction Participants has to be different.
The three signed copies of the Registration Form have to be delivered to the Auction Office in writing by mail, messenger/courier or personally. The Registration Form has to be delivered to the Auction Office’s address or personally to the filing office of the Auction Office (see Annex 2). The Registration Forms delivered by fax or e-mail will be null and void and rejected by a refusal note. For the avoidance of doubt, the rejected Registration Form shall be considered null and void as of their submission.

The Auction Office may verify information provided in the delivered Registration Forms and in their attachments. The Auction Office is entitled to refuse to register a market participant in case of any discrepancy and/or misrepresentation in the Registration Form.

The Auction Office will confirm registration or refusal by sending a note to Auction Participant no later than three Working Days following the receipt of the Registration Form by the Auction Office.

The confirmation or refusal note will be sent by e-mail to the e-mail address filled in the Registration Form. If the Auction Office refuses to register a market participant, the reason(s) will be stated in the refusal note.

The deadline for delivery of the Registration Form to register Auction Participants for the daily Auction is 12:00 (CET), seven Working Days before the day of the daily Auction.

The Auction Office will announce the start of the registration process by publishing the Daily Auction Rules on its webpage http://www.ems.rs. A Registration Form delivered to the Auction Office or signed before this date will be rejected.

The declaration is valid for an indefinite number of Auctions, notwithstanding the obligation of the Auction Participant to inform the Auction Office forthwith of any changes and notwithstanding the right of the Auction Office to request any update or resubmission of any part of the registration documentation described above.

Confirmation of the Registration Form (through approval signed by representative of the Auction Office and its registration in company archives) creates a Contract between the Auction Office and Auction Participant for daily Auctions. Registration Forms rejected through a refusal note will be null and void.

The Daily Auction Rules constitute the terms and conditions of the aforementioned Contract.

Each Auction Participant may change its list of authorized representatives or other data listed in the Attachment 1 of the Registration Form. Based on a validly-signed notification of change delivered by the Auction Participant to the fax number of the Auction Office (see Annex 2), the Auction Office will confirm the registration of the change or send a refusal note on the registration of the change to the Auction Participant, at the latest, three Working Days after the receipt of the notification of change by the Auction Office. The confirmation or refusal note will be sent by e-mail to the e-mail address filled in the Registration Form of the Auction Participant. The change becomes valid with the delivery of the confirmation to the Auction Participant. If the Auction Office refuses to register the change, the reason will be contained in the refusal note. The Auction Participant has to deliver the original of the notification of change by mail, messenger, or personally to the Auction Office, at latest, on the 5th Working Day after the delivery by fax.
With regard to the fact that Auctions are carried out through the Auction Platform, an Auction Participant interested in participating in Auctions is also obliged to fulfill prerequisites for access to the Auction Platform stated in Article 5.2.

In the event that the Auction Participant does not fulfill the payment conditions set forth in Section 7, the procedures and rules determined in Section 7 shall be applied.

Section 4
Auctions Algorithm and Determination of the Auction Price

Article 4.1
Border

The Serbian – Romanian border is included in the common daily allocation procedures governed by the Daily Auction Rules.

The reservation of Capacity (equal to full or reduced Bid Amount) is a result of the Auction process based on the individual Bid Prices for the border and direction. This process takes into account Offered Capacities on the border.

Article 4.2 Algorithm

The Auction Office arranges all Auction Bids received in descending order according to the individual Bid Price (merit order) on the border and direction to which the individual Bids relate.

If the considered Bid, together with already accepted Bids, does not exceed the Offered Capacity on the border, it will be accepted by the Auction Office, and the required Capacity will be assigned to the Auction Participant.

If the considered Bid, together with already accepted Bids, exceeds the Offered Capacity on the border, the considered Bid will be accepted with a reduced Bid Amount up to the Offered Capacity. The Capacity allocation on the border and direction limited by the given limit is finished at this moment.

If there are two or more Bids on the merit order with an identical Bid Price, and the sum of all these Bids together with Bids already accepted, exceeds the limit on the border (marginal Bids), all marginal bids are accepted with a reduced Bid Amount up to the Offered Capacity using pro-rata reduction.

Determination of the Auction Price

If accepted Bids do not exceed the Offered Capacity on the Serbian-Romanian border and direction, then the Auction Price for the border and direction is equal to zero.

If received Bids exceed the Offered Capacity on the border, the Auction Price equals the lowest Bid Price of all Bids accepted on the border and direction, i.e. the price of the last
accepted.

The Auction Participant is obliged to pay the Auction Price determined for the border and direction for each MW of Allocated Capacity according to Section 7 hereto.

Section 5 Auction Platform

Article 5.1
General Conditions

The Auction Office will organize and execute the common Auction of the daily available Capacity electronically in the User environment of the Auction Platform.

The Auction Office will provide the Users with documentation of the Auction Platform (on web site http://www.ems.rs), and operational instructions, related to using of the Auction Platform and Users support.

The Auction Office reserves the right to change the daily operational regime in reasonable cases, especially when the following technical problems arise: a general collapse of the Internet, a collapse of all Internet connections of the Auction Platform, or a collapse of Auction Platform (servers, database or Auction Platform application error).

All Users of the Auction Platform will be informed, without undue delay, of the actual operational situation.

All the time data specified in connection with the Daily Auction Rules – especially deadlines for data transfer, announcement of results, etc. – are in Auction Platform system time. The system time is available in the User account environment.

A data receipt will be valid only if the data had been accepted by the Auction Platform server by the deadline and if the Auction Platform confirmed the receipt. After the deadline, the receipt of data given will be rejected due to the expiration of the deadline.

In order to participate in the Auction procedure, Bids shall be submitted to the Auction Platform. Already submitted Bids may be modified by the Auction Participant before the deadline for delivery.

After entry/modification of the Bids, the Auction Participant receives a confirmation. Should there be a failure in entering or modifying the Bids, the Bids will be refused, and the Auction Participant will be informed of the reason(s) for refusal by a message in the Auction Platform. The last accepted and confirmed modification of the Bids shall be binding on the Auction Participant.

Confirmation of receipt of the Bids at the Auction Platform is the decisive criterion in meeting the time limit. The Auction Participant is responsible for the evidence of the timeliness of the delivery of Bids and/or its modifications to the Auction Office.

Bids which do not fulfill any of the requirements stated in the Daily Auction Rules shall be excluded and shall not be included among the assessed Bids.
Unless otherwise provided for in any specific case, the *Users* can send data to (or receive data from) the *Auction Platform* in two ways:

- via electronic forms (html),
- through the XML file.

### Article 5.2

#### Access to the Auction Platform

Each *Auction Participant* is required to use an electronic certificate (cryptographic hardware token) and *Auction Platform* User account for the purposes of accessing the *Auction Platform* and executing business transactions via the *Auction Platform*.

*Auction Office* will provide one (1) token to each *Auction Participant*.

Those *Auction Participants* who have already obtained token will use that token also for access to the *Auction Platform* and an additional token will not be issued to them.

After confirmation of the *Auction Participant* registration by the *Auction Office* (Article 3.1.), the *Auction Office* shall set the *Auction Platform* User account and issue a token with an electronic certificate within three (3) *Working Days*.

Taking over of tokens by the *Auction Participant* can be performed in the following manner:

- 1. The representative of the *Auction Participant* could take over the token and token password and sign three copies of the Declaration on take-over and use of the electronic certificate (see Annex 6) personally at *Auction Office* premises (Vojvode Stepe 412, Belgrade, Serbia) each *Working Day* from 09:00 till 14:00 (CET)
- 2. *Auction Office* could send the token via express mail and three copies of the Declaration on take-over and use of electronic certificate (see Annex 6) to the official address of the *Auction Participant*. After receiving the token and documentation, the *Auction Participant* shall sign all three copies of the Declaration on take-over and use of the electronic certificate (see Annex 6) and send two copies back to the *Auction Office* (original by mail and scanned copy by fax). One copy of the Declaration on take-over and use of the electronic certificate is kept by the *Auction Participant*. After receipt of the Declaration on take-over and use of the electronic certificate by the *Auction Office*, the token password will be sent to the *Auction Participant* by e-mail to the e-mail address stated in Attachment 1 of the Annex 1.

The *Auction Participant* shall inform the *Auction Office* on the preferred manner for token take-over one *Working Day* after receiving the confirmation of registration.

The *Auction Office* will activate the token after receipt of the signed Declaration on take-over and use of the electronic certificate and send by e-mail User name and initial password for access to the *Auction Platform* to the *Auction Participant*. After receipt of information on the User name and initial password, the *Auction Participant* should change the password.

The *Auction Participant* shall keep all information related to the access to the *Auction Platform* as personal and confidential and shall be liable for any direct or indirect damages resulting from any unauthorized disclosure of such information. The *Auction Office* is not liable for any and all unauthorized use of the token, User name and password.
The Auction Office shall be entitled to prevent the Auction Participant from accessing the Auction Platform in the case it finds any discrepancy such as, but not limited to, the following: information on the Auction Participant, the certificate, or expiration of the certificate, or the Contract is not effective.

Section 6
Specific Rules for the Daily Auction

The Auction Office will organize and execute the common Auction of the daily available Capacity electronically in the User environment of the Auction Platform.

Daily Auctions will be held daily (Monday – Sunday).

Article 6.1
Bids for the Reservation of Capacity in Daily Auction

Each Bid submitted to the daily Auction must contain the following unambiguous and legible specifications:

a) The identification of the User.
b) The specification of the border and direction.
c) The day to which the Bid refers.
d) For each hour of the day, Bids with following specifications:

i. The amount of the Capacity to be allocated in MW without decimals; the minimum amount of a single Bid is 1 MW; the maximum amount of a single Bid for the border and direction is 30 MW or it is equal to the Offered Capacity in case the Offered Capacity is less than 30 MW.

ii. The Bid Price in EUR/MWh with a maximum of two decimals. The Bid Price has to be more than zero (minimum value is 0.01 EUR/MWh).

Each Auction Participant can deliver up to 5 (five) Bids for the border and direction.

Only Auction Participants fulfilling the prerequisites for use of the Capacity on the given border (see Section 8) may take part in the daily Auction on this border.

Each Auction Participant shall deliver its Bids in the period starting with the Offered Capacity publication at 9:00 (CET) until 09:30 (CET) in the Auction Platform, with the exception of changing of the time closure according to a daily operational regime change (see Article 5.1).

Article 6.2 Auction Proceeding

In the event the Offered Capacities of a daily Auction cannot be published by 09:00 (CET) due to any daily operational regime change (see Article 5.1), the daily Auction for this day and the border will not be organized, and no compensation may be claimed by the market participant.
All Users of the Auction Platform will be informed, without undue delay, of the actual operational situation.

If the Auction Platform and/or the website https://damas.ems.rs is interrupted and/or suspended before the Offered Capacities for the daily Auction are published, the daily Auction will not be organized. The Auction Office shall undertake all commercially-reasonable efforts to avoid instances when a daily Auction is not organized or cancelled.

Each set of the Bids received by the Auction Platform is automatically assigned a number by the electronic system. That number is part of the receipt confirmation, and it must always be used for identifying the set of the Bids during communication with the Auction Office.

Bids which do not fulfill any of the requirements stated in the Auction Rules shall be excluded and shall not be included among the assessed Bids.

All Bids which fulfill the above-mentioned requirements will be evaluated, and the Auction Price will be determined in accordance with the rules stated in Section 4.

**Article 6.3**

**Results of an Auction**

The Auction Office will publish the results of the daily Auction procedure daily at 10:15(CET) – with the exception of a change of this time closure according to a daily operational regime change (see Article 5.1). The following results will be published through the Auction Platform and on the website of the Auction Office (http://www.ems.rs)

- Date and Reservation Period
- Specification of border and direction
- Total Requested Capacity by the Auction Participants for each hour in MW.
- Total Allocated Capacity to the Auction Participants for each hour in MW.
- Auction Price for each hour in EUR/MWh.
- Net Transfer Capacity (NTC)
- Offered Capacity

Each Auction Participant in a specific Auction shall visit the Auction Platform after 09:45 (CET) on the relevant Auction day. The following data is available after 09:45 (CET) (with the exception of a change of this time closure according to a daily operational regime change (see Article 5.1)) for the Auction Participant in Auction Platform for each border and direction on which his Bids were evaluated.

- Date and Reservation Periods
- Auction ID
- Specification of border and direction.
- Offered Capacity
- Allocated capacity in MW
- Auction price in EUR/MWh
- Bid status
- Capacity Agreement Identification for scheduling nomination (available after 11:00 CET)
If the results of the daily Auction are not published through the Auction Platform until 10:00 (CET) due to any daily operational regime change (see Article 5.1), the daily Auction will be cancelled for that day and the border concerned; and no compensation may be claimed by the market participant.

All relevant Users of the system Auction Platform will be informed, without undue delay, of the interruption and/or suspension of the system Auction Platform.

Section 7 Payment

Article 7.1 General provisions

The relevant currency for invoicing is EUR. The payment is executed in EUR for non-Serbian resident companies and in RSD using the middle exchange rate of the National Bank of Serbia on the date of payment for Serbian resident companies.

The date of payment or settlement of payment is the date upon which the given amount is credited to the account of the Auction Office.

Invoices have to be paid no later than on the due date stated on the invoice, free of charge and without deduction. The Auction Participant shall not be entitled to offset any amount, or withhold any debts arising in connection with obligations resulting from an Auction, against any claims of the Auction Office, whether or not arising out of an Auction.

The Auction Office will invoice the Auction Participant for amounts due resulting from the Allocated Capacity to Auction Participant, rounded to two decimal places. The Auction Office will adjust the amount due in case there are increases or decreases, or the introduction or abolition of taxes, duties, or other comparable situations.

Original invoices are sent to the Auction Participant concerned by mail. Copies of the invoices are sent by fax, at the latest, on the issue date of the invoice.

All bank fees connected with the payments resulting from participation in Auction procedure have to be paid by the Auction Participant.

In case of delayed payment, the Auction Office is entitled to charge interest rates on the amount due for each day which has commenced during the delay. The daily interest rate for payments in EUR is set regularly on the first Working Day of each calendar month of the year as an amount equaling (1M EURIBOR + 3%) p.a. calculated using pro-rata method. The daily interest rate for payments in RSD is the default interest rate calculated in compliance with the law.

Each payment is identified by the payment identification number, which is the number of the invoice. The payments shall match the amount of the debt (i.e. the amount indicated on the relevant issued invoices) via the payment identification number stated as a number on the invoice and the invoiced/paid amount. In case the amount of the payment and/or payment identification number of the payment differs from the invoiced data, the debt is considered as unpaid until its final manual clearance.
The following VAT modes will be used:
For Serbian resident companies:
• VAT as given by Serbian law mode. In this mode, the Auction Office will charge VAT on the payment and will show it separately on the invoice and the Auction Participant will pay total amount in EUR, VAT included, according to the payment instructions given in the invoice.
For non-Serbian resident companies:
• No VAT is charged. In this mode, the Auction Participants must provide the Auction Office with their European or national VAT Number and are obliged to settle the VAT with the respective national tax office.

If the Auction Participant does not fulfill or only partially fulfills any obligation resulting from the Contract in due time, especially if the Auction Participant does not pay the full Auction Price within the time limits set out in the Daily Auction Rules, the Auction Office is entitled to enforce the completion of the Contract and hold the Auction Participant liable for the Auction Price, interests, charges and expenses arising from the enforcing of the completion of the Contract or to withdraw from the Contract and hold the Auction Participant liable for the total damage resulting from the withdrawal, such as, but not limited to fees, expenses and deficiencies caused by lower Auction Prices in the event of a re-auctioning of the capacity. The Auction Participant shall not be entitled to offset and/or withhold any debts arising in connection with obligations resulting from an Auction to any claim of EMS and/or Transelectrica whether or not arising out of an Auction.

Article 7.2
Payment for Daily Auction

Payment for the Allocated Capacities will take the form of an invoice for the monthly amount. The amount is to be paid for the preceding month. The amount has to be paid based on the invoice issued by the Auction Office.

The invoice includes all daily Auction payments and is issued by the deadline 1D for the relevant month (see Annex 3). The due date of the invoice shall be the deadline 2D for the relevant month (see Annex 3).

If the payment is not settled by the due date, the Auction Office will warn the Auction Participant on the following Working Day by fax or by e-mail that the payment of the pro-invoice/invoice has not been credited to the account of the Auction Office.

If the payment is not received one Working Day after the deadline 2D for the relevant month (see Annex 3) the participation of Auction Participant in monthly, daily and intraday Auctions will be suspended until the date when all due payments of the Auction Participant are settled.
Section 8
Use of the Allocated Capacity

Article 8.1
National Commercial Terms and Conditions

The Allocated Capacity may only be used by the ITR if the ITR fulfills the “1:1” – system notification (registered exclusive cross-border partnership) and the prerequisites for cross-border transmission network use on the Serbian-Romanian border.

The TSOs set the following prerequisites for using Allocated Capacity and for using their transmission networks:

- **On EMS side** - A valid and effective balance responsibility contract with EMS
- **On Transelectrica side** - A valid and effective balancing contract with Transelectrica

i.e. only ITRs (Interconnection trade responsible) can nominate Allocated Capacity.

Article 8.2
“1:1” – System Notification

The “1:1” – system notification is based on one EIC-Codes nomination. Each of the ITRs (identified with EIC-Code) may be only included as one cross-border partner in exclusive registered couple for the Serbian-Romanian border.

“1:1” – system prerequisites for conclusion of cross-border transmission on the Serbian-Romanian border may be fulfilled in the following way for couple ITR X (with registered EIC-Code X) – ITR Y (with registered EIC-Code Y):

i) ITR X fulfills the conditions on EMS side, as stated in Article 8.1 for the use of Capacity and for the use of the EMS’ transmission networks, i.e. ITR is recognized in this Control Area as a party responsible for submitting schedules to EMS, and

ii) ITR Y fulfills the conditions on Transelectrica side, as stated in Article 8.1 for the use of Capacity and for the use of the Transelectrica’s transmission networks, i.e. ITR is recognized in this second Control Area as a party responsible for submitting schedules to Transelectrica, and

iii) ITR X notifies his exclusive cross-border partner (ITR Y) for the Serbian-Romanian border, i.e. his exclusive cross-border partner in Transelectrica network, and

iv) ITR Y notifies his exclusive cross-border partner (ITR X) for the Serbian-Romanian border, i.e. his exclusive cross-border partner in EMS network.

EMS and Transelectrica will carry out the registration of the ITRs who fulfill “1:1” - system prerequisites for Serbian-Romanian border. The registration is possible only for whole calendar months. The ITR and his exclusive cross-border partner together have to deliver by fax and by e-mail (scanned copy) notification (see Annex 4 of Daily Auction Rules) with the specification of required validity of the exclusive cross-border partnership registration to the both TSOs, at least 5 Working Days prior to the 1st day of the calendar month, for which notification/registration should be valid. The fax numbers and e-mail addresses assigned for 1:1” - system notification are stated in Annex 2. Rules for change of the already registered 1:1 couple are the same as those for the registration of a 1:1 couple as determined above in this paragraph.
If the requirements stated in this article are fulfilled, EMS and Transelectrica shall confirm the registration to the concerned ITR, or ITR and his exclusive cross-border partner by fax or e-mail, and after that the registration of the exclusive cross-border partnership becomes valid.

EMS and Transelectrica register the 1:1 couple after checking whether the EIC Codes notified in the 1:1 couple are published on the ENTSO-E webpage.

The registered 1:1 partnership is valid for the use of intraday, daily, monthly and yearly Capacities.

Article 8.3
Scheduling

The use of the Allocated Capacities must be in compliance with the requirements stated in Article 8.1 and 8.2

After finishing daily Auction procedure, the use of the Allocated Capacities takes place by delivery of fixed schedules using daily Allocated Capacities by gate closure time for daily declaration at 14:00 (CET) in accordance with individual national market rules of each of the TSOs valid at the time of delivery.

Transelectrica and EMS perform the matching of delivered individual fixed schedules on common border. Modifications of mismatching schedules are possible till cut-off time for matching process at 15:00 (CET). Modifications of these schedules by ITRs after this time are prohibited.

If still there is a mismatch Transelectrica and EMS will modify the delivered schedules in accordance with the following rules:

• when value is different, the lower value is decisive,
• when there is missing exclusive cross-border partner or the directions are not correct, zero values are taken into account.

At the cut-off time for matching process gate the fixed schedules will be fully accepted, partially accepted or rejected in accordance with the matching result.

The use is based on the principle "use it or lose it". This means that Capacity which was allocated in the daily Auction which is not used by fixed schedules at this moment will be made available to all market participants under the intraday Allocation procedure.

Section 9
Transfer of Allocated Capacities

The Capacity transfer is not provided for Capacity allocated in daily Auctions.
Section 10
Capacity Curtailment

Article 10.1
General provisions

The *Allocated Capacity* or *Capacity* corresponding to submitted schedules can be curtailed in case of *Emergency Situation*, including *Force Majeure*.

The curtailment of *Allocated Capacity* can be applied before the cut-off time for the matching process.

The reduction of schedules can be applied only in case of transmission constraints after the cut-off time for the matching process.

*Capacity* curtailments or schedule reductions shall have as reference a time-period multiple of an hour.

*TSO*, which requested curtailment, shall issue a description of reasons and effects of curtailment for solving network or system problems and that will be published by both *TSOs*.

In case of curtailment of *Allocated Capacities* or schedules reduction, following priority order is used:

1. *Capacity* allocated in intraday *Auction*
2. *Capacity* allocated in daily *Auction*
3. *Capacity* allocated in monthly and yearly *Auction*

Within each of the above listed groups of *Capacities*, proportional curtailment will be used, in a non-discriminatory manner.

If there were daily *Allocated Capacities* curtailed, the intraday *Auctions* will be suspended on the respective border direction.

Article 10.2
Curtailment before the cut-off for the matching process

Before the cut-off time for the matching process the *Allocated Capacities* shall be reduced by *Auction Office* based on the request of *EMS* and/or *Transelectrica* according with present *Daily Auction Rules*.

*Auction Office* (based on request of *EMS* and/or *Transelectrica*) informs the *ITRs* of the curtailment of *Allocated Capacities* and will submit the values of the reduced *Capacities*. The *ITRs* have to submit their schedules to *EMS* and to *Transelectrica* taking into consideration the reduced *Capacities*. 
In case of curtailment of Allocated Capacity from daily Auction – before the cut-off time for the matching process - the Auction Participant whose Allocated Capacity has been curtailed will pay only the Capacity which was not curtailed, including in case of Force Majeure.

Article 10.3
Curtailment after the cut-off for the matching process

After the cut-off time for the matching process, the reduction of the confirmed schedules shall be implemented pursuant to the proceedings set forth in the relevant laws, and shall only be used in Emergency Situations where the relevant TSO must act in an expeditious manner and redispaching or countertrading is not possible. Any such procedure shall be applied in a non-discriminatory manner.

The principle “use it or lose it” applies. That means that ITRs who submit schedules less than their Capacity rights, shall lose any right over the remaining Capacity. In this case, curtailment is applied to Capacity corresponding to submitted schedules, proportionally, using the same rules regarding the priority order and calculation of payment obligation, as in case of curtailment performed before the cut-off time for the matching process.

In case of reduction of schedules – after the cut-off time for the matching process - the Auction Participant whose schedules has been reduced will pay only for the corresponding Capacity not affected by schedule reduction, including in case of Force Majeure.

Section 11 Miscellaneous

Article 11.1
Liability

The Auction Office shall be liable for damage caused by gross negligence or willful misconduct of the Auction Office. In such a case the following rules apply: Claims for damages arising out of or related to these Daily Auction Rules are limited to the damages typical and foreseeable. The Auction Office shall not be liable for any loss of profit, loss of business, or any other indirect incidental, special or consequential damages of any kind. The liability of the Auction Office shall be limited to € 5 000 in total for an Auction Participant and a year.

The same limitations apply to EMS (in its function as TSO) and Transelectrica, should they be considered liable despite the fact that the Contract is concluded between the Auction Office and the Auction Participant. In this case, the limit of € 5 000 counts for the Auction Office, EMS (in its function as TSO) and Transelectrica together.

The Auction Office undertakes to carry out its duties and comply with its obligations under these Daily Auction Rules with the diligence of a specialized professional and as a responsible Control Area manager, in compliance with the applicable laws and regulations in the electricity sector. TSOs have undertaken a similar obligation vis-à-vis Auction Office.
Article 11.2
Communication

The contact persons of Auction Office appointed for communication are listed in Annex 2.

The Auction Office and each Auction Participant have the right to change the list of contact persons.

The Auction Office shall announce each change to the list of contact persons on the web site and inform Auction Participants by e-mail or by fax. The new contact details of Auction Office will be considered official on the Working Day following the transmission of the e-mail or the fax. The Auction Participant shall announce the change in accordance with Article 3.1 hereto.

These Daily Auction Rules and all related notices, legal procedures, and communications thereunder, and the dispute settlement procedures provided in Article 11.4 of Daily Auction Rules, shall be carried out in English, to the extent permitted by rules of public policy relating directly or indirectly to these procedures.

Unless stated otherwise in these Daily Auction Rules, e-mail service shall be deemed effective at the time when the electronic message is confirmed to the sender as delivered to the recipient and/or the recipient acknowledges the receipt thereof.

In the event of difficulties in using e-mail, notices may be served by fax, hand delivery, courier or post; and the service will be deemed as effective on the date of receipt.

In case of any uncertainty, the Auction Participants or the Auction Office, respectively, is entitled to ask the sending party to repeat the effort.

The entire communication with the Auction Platform will be archived by the Auction Office. Each Auction Participant, as well as the Auction Office, undertakes herein not to dispute or claim as invalid any action carried out via the Auction Platform in accordance with these Daily Auction Rules, on the basis that the respective acts have been done in the form of an electronic data exchange. Furthermore, each Auction Participant, as well as the Auction Office, state that they shall consider the Auction Office data logs from the databases of the Auction Office made in line with these Daily Auction Rules, to be reliable evidence, unless it is proved otherwise.

A time stamp is attached to every message leaving the Auction Platform or received by the Auction Platform. The time stamp uses the system time as that from the Auction Platform.

If the Auction Platform or the website https://damas.ems.rs is interrupted and/or suspended, all relevant Users of the Auction Platform will be informed, without undue delay, of the interruption and/or suspension of the Auction Platform.

Article 11.3
Data Security and Protection

Commercial data transferred from the Auction Participant to the Auction Platform via the Internet is secured by means of encryption (SSL). Every Auction Participant has to have his
own electronic certificate to access the system. For every business data exchange, the standard PKI (Public key infrastructure) is used. This mechanism enables the authorization of transactions and retrospective identification of Auction Participant who entered data into the Auction Platform or who executed specific operations. All operations done via the Auction Platform system are registered with the information of Auction Participant and time stamp.

Each Auction Participant undertakes to follow all the security rules specified in the Daily Auction Rules. In particular, the Auction Participant undertakes to make sure that:

- The Auction Platform User entitled to submit Bids keeps his private key in a manner so that no other person can get access to the key;
- The Auction Platform User entitled to submit Bids shall use his private key and a certificate exclusively in line with the Daily Auction Rules for communication;
- The Auction Platform User entitled to submit Bids shall inform the Auction Office immediately of any disclosure or possible disclosure of his private key.

The Auction Office is entitled to process all data of the Auction Participant and the Auctions and to send it to TSOs and to publish it according to the terms of these Daily Auction Rules.

For the rest, TSOs undertake not to use or otherwise process the data they obtained pursuant to these Daily Auction Rules for any purpose except those strictly required for the performance of the obligations hereunder. Also, they will not disclose any of the information or related information to any third party other than those of their directors, employees, professional advisors, and representatives, as well as regulatory authorities, which have a strict need to know the information for the proper performance and monitoring of these Daily Auction Rules and who are correspondingly bound in writing by the same strict obligations of confidentiality.

Nothing herein shall prevent TSOs from disclosing data (i) upon the order of any court or administrative agency, (ii) upon the request or demand of, or pursuant to any regulation of, any regulatory agency or authority, (iii) to the extent reasonably required in connection with the exercise of any remedy hereunder, (iv) to a party’s legal counsel or independent auditors, and (v) to any permitted assignee hereunder, provided that such assignee agrees in writing to be bound by the provisions of these Daily Auction Rules.

Article 11.4
Dispute resolution, venue and applicable law

These Daily Auction Rules shall be governed by and construed in accordance with the laws of Serbia excluding the provisions of Serbian private international law, as well as by EU law, EU Regulation and Energy Community Treaty. For the avoidance of doubt, the application of the UN Convention on the International Sale of Goods shall be excluded.

In the event of any dispute or differences arising from the Daily Auction Rules and its Annexes or related to its violation, termination or becoming null or void, the parties concerned shall endeavour to reach an amicable settlement. The claimant is obliged to describe and present his claim in detail including the identification of an article of the Daily Auction Rules which has been breached. However, in the event that such a settlement is not reached within thirty (30) days of first notification of the reason for the disputes, then all disputes arising in connection with the Daily Auction Rules shall be resolved to the exclusion of ordinary courts, by a three-person Arbitral Tribunal appointed in accordance with the
Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by a panel appointed in accordance with these rules. The substantive law of Austria shall be applicable. The language to be used in the arbitral proceedings shall be English. The parties concerned shall accept the award of the above-mentioned arbitrators as final and binding, and the award may be entered in any court having jurisdiction or an application may be made to the court for juridical acceptance of the award and an order for its enforcement, as the case may be. All costs and expenses incurred in connection with any arbitral proceedings hereunder shall be born by the losing party, except as provided otherwise in the arbitral award.

The place of jurisdiction for all disputes, arising from the auction process concerning daily Auctions, shall be the registered seat of the Auction Office.

The place of performance of all obligations of the Auction Participants resulting from the daily Auctions held in accordance with the Daily Auction Rules shall be the registered seat of the Auction Office.

Above mentioned provisions of this article have no impact to the right of the Auction Participant taking part in Auctions to file a complaint against a TSO which refuses use of, or access to, the system to relevant Regulatory Authority in accordance with national law implementing the EU Regulation.

Article 11.5
Complaint procedure

Should the Auction Participant come to conclusion that the Daily Auction Rules have been breached by an incorrect calculation, incorrect output from data check, or incorrect evaluation, the Auction Participant is entitled to initiate through its representative examination procedure. The request must be delivered to the contacts of Auction Office by signed fax message or via registered mail within two (2) working days from receiving the invoice or other relevant document, and must contain:

- date
- identification of Auction Participant
- name, e-mail address and telephone of contact person
- brief description of the situation – i.e., the subject matter
- detailed description of the situation
- well-founded means of proof (downloads from logs, communication records, etc.)

The Auction Office will confirm the receipt of such a complaint via e-mail.

If the parties could not reach an agreement within 30 days from the day of irregularity occurs the Auction Participant may refer a complaint to the relevant national Regulatory Authority, as defined in Directive 2009/72/EC.

The TSOs are obliged to give all information to the proceeding Regulatory Authority, which is necessary to handle the complaint in due time.

Then above described initiative shall not have suspensive effect on the results of the relevant daily Auction.
Article 11.6
Daily Auction Rules Validity, Effectiveness and Changes

The Daily Auction Rules are valid and effective for the allocation of Capacity in both directions on the Serbian – Romanian border.

The principles of the Daily Auction Rules could be changed. Auction Participants will be informed in advance about changes.

The Daily Auction Rules and its prospective changes are the subject of Regulatory Authorities approval before they become valid.

If any provision of these Daily Auction Rules is declared - in an arbitral, judicial or regulatory decision - to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected.

The same applies in case of an involuntary gap in these Daily Auction Rules.

Prospective changes in the Auction Rules concerning daily Auctions have to be published on web page of the Auction Office, at the latest, 10 calendar days before the changes coming into force.

By accessing the Auction after the amendments and/or adaptations are published, the Auction Participant submits to the valid and effective version of the Daily Auction Rules.

Article 11.7
List of Annexes

Annex 1 Registration Form
Annex 2 List of Contacts
Annex 3 Auctions Procedure Schedule
Annex 4 “1:1” – System Notification
Annex 5 List of Serbian Public Holidays
Annex 6 Declaration on take-over and use of the electronic certificate

The annexes shall constitute an integral part of these Daily Auction Rules.
Annex 1 Registration Form

Registration form for the participation in daily auctions on Serbian-Romanian border

<table>
<thead>
<tr>
<th>Name of the company/entrepreneur</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Address, Country</td>
<td></td>
</tr>
<tr>
<td>Commercial/company register No.</td>
<td></td>
</tr>
<tr>
<td>Name of representative</td>
<td></td>
</tr>
<tr>
<td>VAT No.</td>
<td></td>
</tr>
<tr>
<td>E-mail address</td>
<td></td>
</tr>
<tr>
<td>Telephone No.</td>
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<tr>
<td>Fax No.</td>
<td></td>
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<tr>
<td>EIC-Code identifying Auction Participant</td>
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</tbody>
</table>

With the delivery of this validly-signed Registration Form, the company/entrepreneur identified in table above (hereinafter the Auction Participant) declares that it has full and complete knowledge of the valid Daily Auction Rules, which are published at the website of the Auction Office and that it accepts them in a manner legally binding and irrevocable.

The Auction Participant also declares, in a manner legally binding and irrevocable that he accepts possible changes in the Daily Auction Rules, as described in Article 11.5 of the Daily Auction Rules.

The Auction Participant also declares that it is a business company or entrepreneur operating and incorporated under law and it is not subject to bankruptcy or liquidation proceedings, that there are no court or other proceedings in progress against it that would threaten the fulfillments of the conditions set out in the Daily Auction Rules.

The Auction Participant also declares that it has not any debts outstanding to the JP Elektromreža Srbije and CN Transelectrica S.A.

Confirmation of the Registration Form creates a Contract between the Auction Office and the Auction Participant for daily Auctions at Serbian-Romanian border for 2014. The Daily Auction Rules constitute the terms and conditions of the Contract. Through the confirmation of the Registration Form, the Auction Participant is registered by the Auction Office.

This declaration is valid for an indefinite number of daily Auctions for 2014, notwithstanding the obligation for the Auction Participant to inform the Auction Office forthwith of any changes and notwithstanding the right of the Auction Office to request a renewal of the declaration.

The Auction Participant declares that the Registration Form and its Attachments contain complete and true information.

This Registration Form has been made in 3 (three) identical copies, 2 (two) for the
Auction Office and 1 (one) for the Auction Participant.

Attachments:
1. A list of authorized representatives who are entitled to communicate with Auction Office and to execute statements towards the Auction Office which bind the Auction Participant
2. Original or verified copy of an extract from the Commercial/Company Register (in Serbian, Romanian or English).

Date: ____________________       For the Auction Participant
                                          ____________________
                                          Signature

JP Elektromreža Srbije as the Auction Office approves the above-mentioned registration form, and registers the Contract concluded herewith between JP Elektromreža Srbije and Auction Participant under registration number: _____________________________

Date: ____________________       For JP Elektromreža Srbije
                                          ____________________
                                          Signature
Annex 1 - Attachment 1
A list of authorized representatives of the Auction Participant

The *Auction Participant* appoints the following persons to be authorized to act on behalf of *Auction Participant*:

- for signing of the *Contract*

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone No.</th>
<th>Mobile phone No.</th>
<th>Fax No.</th>
<th>E-mail</th>
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- for signing of the Declaration on take-over and use of electronic certificate (Annex 67) for the registered *Auction Participant* according to *Daily Auction Rules*.

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone No.</th>
<th>Mobile phone No.</th>
<th>Fax No.</th>
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- for submitting *Bids* to the *Auction Office*

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone No.</th>
<th>Mobile phone No.</th>
<th>Fax No.</th>
<th>E-mail</th>
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- for financial issues

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<thead>
<tr>
<th>Name</th>
<th>Telephone No.</th>
<th>Mobile phone No.</th>
<th>Fax No.</th>
<th>E-mail</th>
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<table>
<thead>
<tr>
<th>Company address (to be filled in case of address change)</th>
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</tbody>
</table>

The *Auction Participant* declares that each *User* shall be trained and instructed according to the *Daily Auction Rules*.

Date:

For the *Auction Participant*

________________________
Signature
Annex 2 List of Contacts

Registration Forms (see Annex 1) must be delivered by market participants to the Auction Office at the following address:

JP Elektromreža Srbije
Auction Office/Market Division
Vojvode Stepe 412
11040 Beograd
Srbija

For personal deliveries on the above mentioned address filing office is open between 09:00 and 14:00 (CET) on Working Days.

Any confirmation issued by the filing office of the Auction Office confirms only the date and time of receiving of the document - not the document’s accuracy or whether or not it is correct.

Auction Participants have to submit "1:1"-System Notification Form (see Annex 4) to the following fax number and scanned copy to the following e-mail addresses:

EMS: +381 11 3970 217 schedule@ems.rs
Transelectrica: +4021 303 56 99 tsoplan@.transelectrica.ro

Auction Participants may use for other communication with Auction Office following fax numbers and contacts:

Daily Auction Rules

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone No.</th>
<th>e-mail</th>
<th>Fax No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr Dejan Stojčevski</td>
<td>+381 11 39 70 665</td>
<td><a href="mailto:dejan.stojcevski@ems.rs">dejan.stojcevski@ems.rs</a></td>
<td>+381 11 39 70 695</td>
</tr>
<tr>
<td>Mr Vladimir Janković</td>
<td>+381 11 39 70 665</td>
<td><a href="mailto:vladimir.jankovic@ems.rs">vladimir.jankovic@ems.rs</a></td>
<td></td>
</tr>
</tbody>
</table>

Registration of Auction Participants

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone No.</th>
<th>e-mail</th>
<th>Fax No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms Jelena Pejović</td>
<td>+381 11 39 70 665</td>
<td><a href="mailto:jelena.pejovic@ems.rs">jelena.pejovic@ems.rs</a></td>
<td>+381 11 39 70 695</td>
</tr>
<tr>
<td>Mr Jasmin Ličina</td>
<td>+381 11 30 91 876</td>
<td><a href="mailto:jasmin.licina@ems.rs">jasmin.licina@ems.rs</a></td>
<td></td>
</tr>
</tbody>
</table>
**Scheduling, Matching and “1:1”- System Notification**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone No.</th>
<th>e-mail</th>
<th>Fax No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms Jadranka Janjanin</td>
<td>+381 11 39 70 299</td>
<td><a href="mailto:jadranka.janjanin@ems.rs">jadranka.janjanin@ems.rs</a></td>
<td>+381 11 39 70 217</td>
</tr>
<tr>
<td>Scheduling Operator</td>
<td>+381 11 24 72 077</td>
<td><a href="mailto:schedule@ems.rs">schedule@ems.rs</a></td>
<td></td>
</tr>
</tbody>
</table>

**Auction Platform Helpdesk – User support (Auction Platform Operators)**

- Daily Auctions operation and other operational issues

<table>
<thead>
<tr>
<th>Phone No.</th>
<th>e-mail</th>
<th>Fax No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr Marko Janković</td>
<td>+381 11 30 91 875</td>
<td><a href="mailto:marko.jankovic@ems.rs">marko.jankovic@ems.rs</a></td>
</tr>
<tr>
<td>Mr Nikola Tošić</td>
<td><a href="mailto:nikola.tosic@ems.rs">nikola.tosic@ems.rs</a></td>
<td></td>
</tr>
</tbody>
</table>

**Auction Platform Helpdesk – IT support**

- Access to IT system, Electronic certificates (tokens)

<table>
<thead>
<tr>
<th>Phone No.</th>
<th>e-mail</th>
<th>Fax No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr Radovan Delić</td>
<td>+381 11 30 91 876</td>
<td><a href="mailto:radovan.delic@ems.rs">radovan.delic@ems.rs</a></td>
</tr>
</tbody>
</table>

**Financial issues**

<table>
<thead>
<tr>
<th>Phone No.</th>
<th>e-mail</th>
<th>Fax No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms Jelena Pejović</td>
<td>+381 11 39 70 665</td>
<td><a href="mailto:jelena.pejovic@ems.rs">jelena.pejovic@ems.rs</a></td>
</tr>
<tr>
<td>Mr Jasmin Ličina</td>
<td>+381 11 30 91 880</td>
<td><a href="mailto:jasmin.licina@ems.rs">jasmin.licina@ems.rs</a></td>
</tr>
</tbody>
</table>
Annex 3 Auctions Procedure Schedule (Payment Schedule for 2014)

Daily Auction

<table>
<thead>
<tr>
<th></th>
<th>Issuing invoices</th>
<th>Due date of invoices</th>
</tr>
</thead>
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<td>03.03.2014.</td>
<td>11.03.2014.</td>
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<td>01.08.2014.</td>
<td>11.08.2014.</td>
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<td>01.09.2014.</td>
<td>09.09.2014.</td>
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<td>September</td>
<td>01.10.2014.</td>
<td>09.10.2014.</td>
</tr>
<tr>
<td>October</td>
<td>03.11.2014.</td>
<td>11.11.2014.</td>
</tr>
<tr>
<td>December</td>
<td>05.01.2015.</td>
<td>13.01.2015.</td>
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</tbody>
</table>

*The Auction Office* reserves the right to operationally change dates and times according to the Article 5.1.
Annex 4 “1:1” – System Notification

This form shall be delivered the following fax numbers:
+381 11 3970 695 and +4 021 303 56 99

The scanned copy of this form shall be delivered to the following e-mail address:
schedule@ems.rs and tsoplan@transelectrica.ro

<table>
<thead>
<tr>
<th>Period (whole calendar month only)</th>
<th>From (dd.mm.yy)</th>
<th>To (dd.mm.yy)</th>
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<th>Transelectrica</th>
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<td>Address</td>
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<td>VAT No.</td>
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<td>EIC-Code</td>
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<tr>
<td>Company representative</td>
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<tr>
<td>Telephone No.</td>
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<tr>
<td>Fax No.</td>
<td></td>
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<tr>
<td>E-mail address</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
</tbody>
</table>
Annex 5 List of Serbian Public Holidays

01.01.2014. (Wednesday) New Year’s Day (RS)  
02.01.2014. (Thursday) New Year’s Day (RS)  
07.01.2014. (Tuesday) Christmas Day (RS)  
15.02.2014. (Saturday) National holiday (RS)  
16.02.2014. (Sunday) National holiday (RS)  
17.02.2014. (Monday) National holiday (RS)  
18.04.2014. (Friday) Easter Friday (RS)  
19.04.2014. (Saturday) Easter Saturday (RS)  
20.04.2014. (Sunday) Easter Sunday (RS)  
21.04.2014. (Monday) Easter Monday (RS)  
01.05.2014. (Thursday) Labour Day (RS)  
02.05.2014. (Friday) Labour Day (RS)  
11.11.2014. (Tuesday) Armistice day (RS)
Annex 6- Declaration on take-over and use of the electronic certificate

For:

<table>
<thead>
<tr>
<th>Name of the Auction Participant</th>
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<tbody>
<tr>
<td>Address, Country</td>
<td></td>
</tr>
<tr>
<td>Name of the person authorized to sign the Declaration</td>
<td></td>
</tr>
</tbody>
</table>

I.
*Daily Auction Rules*, Section 5 specify the conditions of use of electronic certificates. This document is made only with the intention to allow the *Auction Participant* to communicate with the *Auction Platform* while using the electronic certificate.

II.
The electronic certificate does not identify a specific *User* but it only identifies and recognizes the *Auction Participant* as a legal person or entrepreneur.

III.
The *Auction Participant* declares that it has implemented a technical device - communication server (web services client) for the purposes of communication with the *Auction Platform* by means of web services in order to carry out the transactions and to accept obligations specified in the *Daily Auction Rules*.

IV.
As of the signature date of this document by the *Auction Participant*'s representative, all of the *Auction Participant*'s transactions in connection with the use of *Auction Platform* identified by its electronic certificate bind the *Auction Participant* as if performed by any of all the Authorized representatives as nominated in Attachment 1 of Annex 1 of the *Daily Auction Rules* (Registration Form).

V.
The *Auction Participant* declares that he took over the following electronic certificate:

Hardware token specification:

Hardware No.: ________________

Certificate No. : ________________ Valid till: ________________

VI.
In case of loss, damage or compromised security of the electronic certificate the *Auction Participant* is obliged to inform the *Auction Office* as soon as possible and the *Auction Office*
will revoke the certificate immediately.

Date:

For JP EMS as *Auction Office*  
____________________

Signature

For the *Auction Participant*

____________________

Signature