

Participation Agreement

between

Coordinated Auction Office in South East Europe d.o.o. Podgorica,

with its registered office at Moskovska 39, 81000 Podgorica, Montenegro,
registered with the Montenegro Central Register of Commercial Entities
(*Centralni registar privrednih subjekata*) under number 5-0635601/9

hereinafter referred to as the “**Allocation Platform**”

and

[insert name of the Registered Participant]

with its registered office at *[insert address]*
registered with *[insert authority]* under number *[insert number]*

hereinafter referred to as the “**Registered Participant**”

each referred to individually as a “**Party**” or together as the “**Parties**”

The Parties hereby agree as follows:

Article 1

Declarations of the applicant

1. By signing and with delivery of this Participation Agreement, the Registered Participant declares fulfillment of all participation requirements and commits to abide to the applicable harmonized allocation rules for long-term transmission rights, including its Specific Annex for Bidding Zone borders serviced by SEE CAO to the Harmonised Allocation Rules for long-terms transmission rights ("**Allocation Rules**"), which are published on the website of the Allocation Platform from time to time and any agreed additional rules in accordance with Article 4 of this Participation Agreement ("**Additional Rules**") such as Rules for explicit Daily Capacity Allocation on Bidding Zone borders serviced by SEE CAO ("**Daily Capacity Allocation Rules**").
2. The Registered Participant unconditionally accepts the Allocation Rules and any agreed Additional Rules as a whole including future amendments.
3. In addition to the warranties set out in Article 10 of the Allocation Rules and Article 9 of the Daily Capacity Allocation Rules, the Registered Participant warrants to the Allocation Platform that at the time of entering into this Participation Agreement and on a continuing basis:
 - (a) the information set out in Attachments 1 and 3 to this Participation Agreement is true, accurate and complete in all material respects;
 - (b) in the case of a Registered Participant that is not a natural person, it is duly incorporated and validly existing under the laws of its country of incorporation;
 - (c) it has full power and authority to enter into and perform this Participation Agreement and all necessary action has been taken by it to entry into and performance of this Participation Agreement; and
 - (d) this Participation Agreement and rights acquired under the Allocation Rules and, if applicable, the Additional Rules constitutes its legal, valid and binding obligation, enforceable against it in accordance with their respective terms.
4. If any of the above warranties ceases to be true with regard to the Registered Participant at any time prior to termination of this Participation Agreement, the Allocation Platform can terminate this Participation Agreement forthwith on written notice to the Registered Participant.

Article 2

Entry into force and term

1. This Participation Agreement enters into force on the date of signature by both Parties. The Participation Agreement has to be delivered (by courier or personal delivery) to the Allocation Platform at least seven (7) days prior to the Registered Participant's first participation in the Auction Process in two (2) hard copies, duly completed and signed.
2. Each Party undertakes with the other Party to comply with and to perform its obligations in accordance with and subject to the Allocation Rules and any agreed Additional Rules.

3. This Participation Agreement is valid for an indefinite period of time and can be suspended or terminated according to Article 1(4) of this Participation Agreement, as provided for in the Allocation Rules and/or according to any agreed Additional Rules.

Article 3

Framework contract

1. The Participation Agreement creates a framework contract between the Allocation Platform and the Registered Participant for the allocation and use of the Long Term and Daily Transmission Rights and any other process for which these Parties may apply in accordance with Article 4 below. In particular:
 - (a) the allocation and use of each Long Term Transmission Right is contractually regulated by this Participation Agreement, including the Allocation Rules; and
 - (b) the allocation and use of each Daily Transmission Right is contractually regulated by this Participation Agreement, including the Allocation Rules and the Daily Capacity Allocation Rules.
2. In the Allocation Rules and the Daily Capacity Allocation Rules, there are:
 - (a) provisions where the Allocation Platform acts as a principal; and
 - (b) provisions, notably in relation to the execution of use of capacity, where the Allocation Platform acts as an agent of one or more TSOs.

Article 4

Agreement on Additional Rules

1. The Parties may agree on Additional Rules regarding their rights and obligations which are not regulated by the Allocation Rules, including but not limited to the participation in day-ahead explicit allocation.
2. Such agreement shall become effective upon submission of a declaration of the Registered Participant (in the form set out in Attachment 1 to this Participation Agreement) to the Allocation Platform, whereupon the Registered Participant accepts the Additional Rules for such additional process, as a whole including future amendments.
3. These Additional Rules shall be published on the Allocation Platform's website and attached to the Participation Agreement.

Article 5

Additional Financial Terms

1. The Registered Participant hereby acknowledges the application of the additional Financial terms of the Allocation Platform as such are published on the website of the Allocation Platform from time to time.
2. The collaterals to be provided by the Registered Participant in accordance with the Allocation Rules, the Daily Allocation Capacity Rules and the Additional Financial Terms are in relation to all processes organized by the Allocation Platform in accordance with this Participation Agreement, including but not limited to the participation in day-ahead explicit allocation.

3. Each collateral accepted by the Allocation Platform before the entry into force of the Additional Financial Terms shall remain valid until the date of its expiry.

Article 6

General

1. Capitalized terms defined in the Allocation Rules and/or relevant Additional Rules shall have the meaning ascribed to them in the Allocation Rules and/or relevant Additional Rules unless otherwise defined herein.
2. In case of inconsistency between any provisions of the Allocation Rules and the Daily Capacity Allocation Rules:
 - (a) the Allocation Rules shall prevail in relation to the Long Term Transmission Rights; and
 - (b) the applicable Daily Capacity Allocation Rules shall prevail in relation to the Daily Transmission Rights.
3. The Allocation Platform undertakes to notify the Registered Participant of any changes to the details set out in Attachment 2 of this Participation Agreement, no later than one (1) Working Day before such changes take effect.
4. For the purposes of this Participation Agreement,
 - (a) Additional Financial Terms means the additional financial terms of the Allocation Platform, issued from time to time by the Allocation Platform in accordance with Article 17 of the Allocation Rules and Article 15 of the Daily Capacity Allocation Rules;
 - (b) Daily Capacity Allocation Rules means the Rules for explicit Daily Capacity Allocation on Bidding Zone borders serviced by SEE CAO, as applicable from time to time; and
 - (c) Working Hours means the hours between 07:00 am and 04:00 pm CET, Monday - Sunday.
5. This Participation Agreement, the Allocation Rules, and all Additional Rules shall be governed by and construed in accordance with the laws of Belgium.
6. In the case of a dispute under this Participation Agreement, Article 70 of the Allocation Rules (or, if applicable, Article 54 of the applicable Daily Capacity Allocation Rules) shall apply.
7. If any provision of this Participation Agreement is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of any competent authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Participation Agreement which shall continue in full force and effect.

The Allocation Platform:

Name and position of the legal representative:

Signature: _____

Date: _____

The Registered Participant:

Name and position of the legal representative:

Signature: _____

Date: _____

Attachments:

- Attachment 1: Submission of information
- Attachment 2: Allocation Platform contact details
- Attachment 3: TSOs designation information for the Bidding Zone borders for which this information is relevant

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ATTACHMENT 1
Submission of information

1. General information

Company name: _____
Address: _____
Business register number: _____
VAT number: _____
TAX number: _____
Legal representative: _____
Telephone number: _____
Fax number: _____
EIC code: _____

General correspondence

Contact:	
Address:	
Telephone number:	
Fax number:	
E-mail:	

Financial contact person (invoicing and credit notes)

(Please indicate a single telephone number, fax number and e-mail)

Contact:	
Address:	
Telephone number:	
Fax number:	
E-mail:	

Operational contact person

(Please indicate a single operational telephone number, fax number and e-mail)

Contact:	
Telephone number:	
Mobile phone number:	
Fax number:	
E-mail:	

Commercial contact person

(Please indicate a single operational telephone number, fax number and e-mail)

Contact:	
Telephone number:	
Mobile phone number:	
Fax number:	
E-mail:	

Bank account information

All payments made by the Allocation Platform to the Registered Participant will be made to the following bank account:

Bank: _____

Account Holder: _____

SWIFT Code: _____

IBAN Code: _____

Additional documents required to be attached by the Registered Participant:

Extract of the registration of the Registered Participant in the Trade and Companies Registry of the competent authority (in cases where the Registered Participant is a legal person).
If the Registered Participant is already registered to the Allocation Platform, an extract is not required.

2. Additional declarations for Allocation of Long Term Transmission Rights

Additional declarations	Indicate Yes/No
The Registered Participant will not participate in Auctions and will only participate in transfer of Long Term Transmission Rights.	

3. Declarations for other processes and Additional Rules

The Registered Participant accepts in addition the following Additional Rules in accordance with Article 4 of this Participation Agreement:

Name of the Additional Rules	Declaration of acceptance [Indicate Yes/No]
Rules for explicit Daily Capacity Allocation on Bidding Zone borders serviced by SEE CAO	

Additional Rules in accordance with Article 4 of this Participation Agreement can be also accepted by submission of a separate declaration published by the Allocation Platform amending this Participation Agreement when signed by the Registered Participant and the Allocation Platform.

ATTACHMENT 2
Allocation Platform Contact Details

Mail, courier and personal messages must be delivered to the Allocation Platform at the following address:

Coordinated Auction Office in South East Europe – SEE CAO
Moskovska 39
81000 Podgorica
MONTENEGRO

For attention of Nikolina Kažić, Legal Officer, additionally available at the following telephone number:

+382 20 414 794

In case submission via fax is allowed the following fax number shall be used:

+382 20 414 768

Allocation Platform accepts the submitted documents only on Working Days during the Working Hours. For other operational communication, the following contacts shall be used:

Auction Office Operators:

	Landline Phone No.	Mobile Phone No.	E-mail
Available every day from: 07:00 – 16:00	+382 20 414 791 +382 20 414 796 +382 20 240 000 +382 20 240 001	+382 69 240 001	auctionoffice@seecao.com

ATTACHMENT 3 **TSOs Designation**

For participation in long term and day-ahead explicit allocation and in return and transfer of Long Term Transmission Rights the Registered Participant declares that it has signed at least one of the following documents:

- A valid and effective Balance Responsibility Agreement signed with HOPS and/or valid Electricity Market Participation Agreement signed with Croatian Energy Market Operator (HROTE) (Auction Participant has to be recognized as Croatian Market participant in Croatia);
- The Market Participant must have a license for international trade issued by SERC and be registered with NOSBiH as a Market Participant who belongs to some Balance Group or registered as an independent Balance Responsible Party. BRP must have a valid Agreement on Balance Responsibility signed with NOSBiH, including the contracts for access to the network and for transmission;
- Balance responsibility agreement between COTEE, CGES and Balance Responsible Party;
- Concluded all relevant contracts with the OST, including the contracts for access to the network and for transmission;
- Concluded a Day Ahead Energy Transactions Contract with LAGIE (The Operator of Electricity Market S.A.) and a Transmission System Transactions Contract with ADMIE;
- Concluded all relevant contracts with the EPIAS (Market Operator) and TEIAS, including the contracts for access to the network and for transmission;
- The Market Participant must have concluded a Contract related to conditions and methods for participation in Electricity Market with MEPSO.