

**Daily Auction Rules
for the Allocation of
Cross Zonal Capacities
between the Bidding Zones of
EMS AD Beograd (“EMS”)
and
AD MEPSO (“MEPSO”)**

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Definitions

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

Allocated Capacity – The *Capacity* that the *Registered 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 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 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 Price – the price in EUR determined for border and direction in accordance with Section 4, to be paid by each *Registered 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 *Registered Participant* is willing to pay for 1MW of *Capacity* for each hour.

Bidding Zone – means the largest geographical area within which market participants are able to exchange energy without allocation of *Capacity*.

BRP – balance responsible party.

Capacity – cross zonal capacity in MW.

Capacity Agreement Identification – An identification that uniquely identifies capacity right

Congestion is a situation where the volume of electricity that traders want to apply for transport across a border exceeds or is greater than the available (allocated) transit capacity (ATC).

Contract – Agreement on Participation in the Auctions for Allocation of the Right to Use the Cross-Border Transmission Capacity i.e. agreement between the *Auction Office* and the *Registered Participant* for *Auctions* at Serbian-Macedonian border created by signing of the Agreement by *Registered Participant* and the *Auction Office*. The *Daily Auction Rules* constitute the terms and conditions of the agreement.

Daily Auction Rules – Daily Auction Rules for the Allocation of Cross Zonal Capacities between the Bidding Zones of EMS AD Beograd (“EMS”) and AD MEPSO (“MEPSO”)

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 *MEPSO* 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.

EMS (EMS AD Beograd) – company with registered office at Beograd, Kneza Miloša 11, Serbia and incorporated in the Serbian Business Register with the Company Identification No.20054182.

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.

EU Regulation – Regulation (EC) 714/2009 of the European Parliament and the Council on conditions for access to the network for cross-border exchanges in electricity concerning common rules for internal market in electricity.

(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 – any unforeseeable or unusual event or situation beyond the reasonable control of a *Registered Participant* and/or the relevant *TSOs*, and not due to a fault of the *Registered Participant* and/or the relevant *TSOs*, which cannot be avoided or overcome with reasonable foresight and diligence, which cannot be solved by measures which are from a technical, financial or economic point of view reasonably possible for the *Registered Participant* and/or the relevant *TSOs*, which has actually happened and is objectively verifiable, and which makes it impossible for the *Registered Participant* and/or the relevant *TSOs* to fulfil, temporarily or permanently, its obligations.

MEPSO (MEPSO a.d.) – The Joint Stock Company for electricity transmission and power system control with registered office at Maksim Gorki No.4 1000 Skopje, Republic of North Macedonia and incorporated in the Business register with the Company Identification No 5933781.

Nomination Rules – Rules with regard to the notification of use of *Allocated Capacity* between the *Bidding Zones* of *EMS* and *MEPSO*.

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*.

Registered Participant – market participant identified with a unique *EIC Code*, registered by the *Auction Office* in accordance with Article 3.1.

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.

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 *MEPSO*.

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

Working Day – the calendar days from Monday to Friday, with the exception of Serbian public holidays.

Yearly and Monthly Auction Rules – Yearly and Monthly Auction Rules for Allocation of Cross Zonal Capacities between the Bidding Zones of EMS AD Beograd (“EMS”) and AD MEPSO (“MEPSO”).

Unless context requires otherwise, any wording in the *Daily 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

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

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

Article 1.2 General Principles

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

The *Daily Auction Rules* are constructed in accordance with the *EU Regulation*, 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 calculation of capacity limits for Serbian-Macedonian border shall be based on standard ENTSO-E methodology for calculation of Available Transfer Capacity (ATC).

The *Offered Capacity* equals the net transfer capacity of that month (monthly NTC), modified in case of planned or unplanned disconnections of critical network components (agreed daily NTC), further reduced by the scheduled long term deliveries covered by yearly and monthly *Capacity* and increased by the long term nominations in the respective counter direction (netting effect) according to the following formula:

$$\begin{aligned} \text{ATCmk-rs} &= \text{NTCmk-rs} - \text{SCHLTmk-rs} + \text{SCHLTrs-mk} \\ \text{ATCrS-mk} &= \text{NTCrS-mk} - \text{SCHLTrs-mk} + \text{SCHLTmk-rs} \end{aligned}$$

where

ATCmk-rs – Daily ATC in direction MK-RS

ATCrS-mk – Daily ATC in direction RS-MK

NTCmk-rs – Agreed daily NTC in direction MK-RS

NTCrS-mk – Agreed daily NTC in direction RS-MK
SCHLTmk-rs – Confirmed Long Term schedules in direction MK-RS
SCHLTrs-mk – Confirmed Long Term schedules in direction RS-MK

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 *MEPSO* and *EMS*. Therefore, the contractual relations in the framework of these *Auctions* will only be between *EMS* and the *Registered 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 *Registered 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-Macedonian border.

Among other aspects, the *Daily Auction Rules* describe the requirements which the *Registered 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 *Registered 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 *Registered 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 *Bidding Zone*.

Article 2.2 Auctions

The *Auction Office* organizes daily *Auctions* starting from *Auction* for January 1, 2025.

Auctions are held for *Capacity* to be reserved for both directions on the Serbian - Macedonian 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 *Auction Platform* (<https://damas.ems.rs>) at 09:00 (CET) on the day of the daily *Auction*.

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** – valid and effective balance responsibility contract with *EMS*
- **On *MEPSO* side** – valid and effective balancing contract with *MEPSO*

Only market participants who declare that they are fully familiar with the *Daily Auction Rules* and irrevocably accept the application of the valid *Daily Auction Rules* published on the website of the *Auction Office* may participate in the Auction.

It is considered that the market participant has accepted the application of the valid *Daily Auction Rules* when he submits to the *Auction Office* a signed and certified model of the Agreement on Participation in the Allocation of the Right to Use the Cross-Border Transmission Capacity (hereinafter: Agreement) (Annex 1).

The agreement must contain complete and accurate business data about the market participant.

Each market participant is identified by one valid and unique EIC code issued for the market participant, and registered in the list of EIC codes.

A market participant who does not have a unique and valid EIC code can contact the local office for issuing EIC codes. EIC codes are issued in accordance with the rules of the local office for issuing EIC codes.

The market participant fills in the list of persons who are authorized contact representatives through the online registration platform and access to filling out the Agreement.

The market participant should generate through online platform and send to *EMS*, who acts as the *Auction Office* for both *TSOs*, two original signed and validated copies of Agreement. The Agreement is delivered to the *Auction Office* in writing by mail, personally by courier. The

Agreement has to be delivered to the *Auction Office*'s address or personally to the filing office of the *Auction Office* (see Annex 2).

The market participant will be able to submit the Agreement in the form of an electronic document, which is signed in accordance with the regulations governing electronic documents and electronic identification, by e-mail or via the online registration platform, when the technical and technological conditions are met, of which the market participant will be notified via the online registration platform and the website of the *Auction Office*.

During registration a market participant whose seat is not in the Republic of Serbia is obliged to provide an original or a certified copy of an extract from the register of business entities that is not older than 6 months from the date of delivery of the Agreement to the *Auction Office*.

If the market participant submits to the Auction Office an Agreement that is not properly completed or contains other formal defects, the Auction Office will send him a note via the online registration platform within three (3) working days at the latest to eliminate the defects within a subsequently specified period. In the event that the market participant does not comply with this note, it will be considered that the Agreement was not even submitted.

All requested documents have to be provided by the market participant at least three (3) Working Days before the intended start of the participation in daily *Auction*. If this deadline is missed, the relevant TSO cannot guarantee the participation of the market participant.

The market participant that fulfills all requirements stated in this Article is regarded as the market participant.

The market participant who submits the Agreement in accordance with these rules is registered by the *Auction Office* within three (3) working days, on the online registration platform as a *market participant*, after which it delivers a copy of the mutually signed Agreement.

On the day of registration on the online registration platform, the *market participant*, acquires the right to participate in all auction conducted by the *Auction Office* for the calendar year.

The *market participant* who is registered on the online registration platform is obliged to immediately inform the *Auction Office* about changes in business and other registered data, and the *Auction Office* has the right to request the updating of this data and/or the resubmission of registration documents when it learns that a change of this data has occurred.

The Agreement signed by the authorized representative of the *Auction Office* and the *Market participant* is valid for an indefinite number of auction in a calendar year. The duration of the Agreement may end before the end of the calendar year for the reasons specified in the model Agreement given in Annex 1, which forms an integral part of these *Daily Auction Rules*.

The Auction House will publish the date from which the deadline for registration of market participants starts on its website (www.ems.rs). An Agreement submitted to the *Auction Office* before the published registration start date is considered premature and the *Auction Office* will not act on it.

The List of *market participants* shall be published on EMS's website (www.ems.rs).

Article 3.2. Notification of Changes

The requirements for participation set forth in Daily Auction Rules must be fulfilled at all times when participating in daily *Auction*. As a consequence, the market participant shall promptly inform both TSOs in writing of any changes effecting fulfillment of the requirements concerned.

The market participant is solely responsible for the timely updating of the list of persons who have indicated on the online platform for registration as authorized contact representatives. Each market participant can, if necessary, change the list of authorized representatives or other contact information that he provided on the online registration platform. The change of data is considered completed from the moment the change of data is confirmed by the online registration platform. The market participant who is registered on the online registration platform is obliged to immediately inform the *Auction Office* about changes in business and other registered data, and the *Auction Office* has the right to request the updating of this data and/or the resubmission of registration documents when it learns that a change has occurred.

Section 4

Auctions Algorithm and Determination of the Auction Price

Article 4.1 Border

The Serbian – Macedonian 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 *Registered 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 and rounding to a smaller integer. Remaining unallocated *Capacity* shall be assigned to the *Registered Participants*, who submitted marginal *Bids*, respecting *Bid* submission *Time Stamp* per 1 MW, starting with the *Registered Participant* who first submitted marginal *Bid*, up until the remaining *Capacity* is fully allocated.

Determination of the Auction Price

If accepted *Bids* do not exceed the *Offered Capacity* on the Serbian-Macedonian 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 *Bid(s)*.

The *Registered 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 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 *Registered Participant* before the deadline for delivery.

After entry/modification of the *Bids*, the *Registered Participant* receives a confirmation. Should there be a failure in entering or modifying the *Bids*, the *Bids* will be refused, and the *Registered 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 *Registered Participant*.

Confirmation of receipt of the *Bids* at the *Auction Platform* is the decisive criterion in meeting the time limit. The *Registered 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 *Registered Participant* is required to use a token with electronic certificate 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 two (2) tokens to each new *Registered Participant* licensed for participation in Serbian electricity market.

Auction Office will provide one (1) token to each new *Registered Participant* which is not licensed for participation in Serbian electricity market.

Those *Registered Participants* who have already obtained token for participation in common auctions organized by *EMS* or for access to *EMS* scheduling system will use that token and an additional token will not be issued to them.

After confirmation of the *Registered 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 *Registered Participant* can be performed in the following manner:

- 1. The representative of the *Registered 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) or
- 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 *Registered Participant*. After receiving the token and documentation, the *Registered 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 registered mail and scanned copy by fax). One copy of the Declaration on take-over and use of the electronic certificate is kept by the *Registered 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 *Registered Participant* by e-mail to the e-mail address stated in Attachment 1 of the Agreement .

The *Registered 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 *Registered Participant*. After receipt of information on the *User* name and initial password, the *Registered Participant* should change the password.

The *Registered 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, Username and password.

The *Auction Office* shall be entitled to prevent the *Registered Participant* from accessing the *Auction Platform* in the case it finds any discrepancy such as, but not limited to, the following: information on the *Registered Participant*, the certificate, or expiration of the certificate, or the *Contract* is not effective.

Article 5.3 Access to the Auction Platform through web services

Auction Office will provide one (1) electronic certificate for usage of *Auction Platform* through web services upon request of *Registered Participant*.

Auction Office shall issue electronic certificate for usage of *Auction Platform* through web services within three (3) *Working Days* after the request.

Additional electronic certificate for usage of *Auction Platform* through web services will not be issued to *Registered Participants* who have already obtained electronic certificate for usage of *Auction Platform* through web services.

Taking over of electronic certificate for usage of *Auction Platform* through web services by the *Registered Participant* can only be performed in the following manner: The representative of the *Registered Participant* shall take over the certificate 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). Alternatively electronic certificate and Declaration on take-over and use of the electronic certificate can be sent over secured channel.

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 70 MW or it is equal to the *Offered Capacity* in case the *Offered Capacity* is less than 70 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 *Registered Participant* can deliver up to 10 (ten) *Bids* for the border and direction.

Only *Registered 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 *Registered 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 12:00 (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 IT system(s) or devices used by *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 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 *Daily 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 *Registered Participants* for each hour in MW.
- Total *Allocated Capacity* to the *Registered Participants* for each hour in MW.
- *Auction Price* for each hour in EUR/MWh.
- Net Transfer Capacity (NTC)
- *Offered Capacity*

Each *Registered 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 *Registered 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 13:00 (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 *Registered 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 *Registered Participant* for amounts due resulting from the *Allocated Capacity to Registered 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.

The invoice should be delivered by e-mail or via the e-invoicing system in compliance with the law.

All bank fees connected with the payments resulting from participation in *Auction* procedure have to be paid by the *Registered 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 *Registered Participant* will pay total amount in EUR, VAT included, according to the note given in the invoice.

For non-Serbian resident companies:

- No VAT is charged. In this mode, the *Registered 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 *Registered Participant* does not fulfill or only partially fulfils any obligation resulting from the *Contract* in due time, especially if the *Registered Participant* does not pay the full *Auction Price* within the time limits set out in the *Daily Auction Rules*, *EMS* and *MEPSO* are entitled to enforce the termination of the *Contract* and hold the *Registered Participant* liable for the *Auction Price*, interests, charges and expenses arising from the enforcing of the termination of the *Contract* and for the total damage resulting from the termination, 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 *Registered 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 *MEPSO* 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 *Registered Participant* by e-mail that the payment of the invoice has not been credited to the account of the *Auction Office*.

If the payment is not received two *Working Days* after the deadline 2D for the relevant month (see Annex 3) the participation of *Registered Participant* in monthly, daily *Auctions*, as well as intraday allocation, will be suspended until the date when all due payments of the *Registered Participant* are settled.

Section 8 Use of Allocated Capacity

Nomination Rules contains terms and conditions for nomination of *Allocated Capacity*. *Auction Office* shall publish the *Nomination Rules* on its website.

Persons eligible to nominate *Allocated Capacity* shall fulfill the requirement described in *Nomination Rules*.

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* or *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 allocation
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 allocation will be suspended on the respective border direction.

Article 10.2 Curtailment before the cut-off time 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 *MEPSO* according to the present *Daily Auction Rules*.

Auction Office (based on request of *EMS* and/or *MEPSO*) informs the capacity holders of the curtailment of *Allocated Capacities* and submits the values of the reduced *Capacities*. The capacity holders have to submit their schedules to *EMS* and to *MEPSO* 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 *Registered Participant* whose *Allocated Capacity* has been curtailed will pay only the *Capacity* which was not curtailed.

Article 10.3 Curtailment after the cut-off time 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 case of *Force Majeure* or *Emergency Situations* where the relevant *TSO* must act in an expeditious manner and redispatching 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 capacity holders 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 *Registered Participant* whose schedules has been reduced will pay only for the corresponding *Capacity* not affected by schedule reduction.

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 a *Registered Participant* and a year.

The same limitations apply to *EMS* (in its function as *TSO*) and *MEPSO*, should they be considered liable despite the fact that the *Contract* is concluded between the *Auction Office* and the *Registered Participant*. In this case, the limit of € 5 000 counts for the *Auction Office*, *EMS* (in its function as *TSO*) and *MEPSO* 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 *Bidding Zone* 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 *Registered Participant* have the right to change the list of contact persons.

The *Allocation Office* shall announce each change to the list of contact persons on the web site. The new contact details of *Allocation Office* will be considered official on the following *Working Day*. The *Registered 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 *Registered 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 *Registered 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 *Registered 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* and/or IT system(s) or devices used by *Auction Platform* and/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 *Registered Participant* to the *Auction Platform* via the Internet is secured by means of encryption (SSL). Every *Registered 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 *Registered 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 *Registered Participant* and time stamp.

Each *Registered Participant* undertakes to follow all the security rules specified in the *Daily*

Auction Rules. In particular, the *Registered 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 *Registered 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 Applicable Law and Dispute Settlement

This Daily Auction Rules shall be governed by the Laws of the Republic of Serbia.

In case of a dispute which may arise as result of application of the Daily Auctions Rules, or as result of breaching, suspending or declaring them null and void, the Auction Office and the market participant need to put efforts in finding the mutually acceptable solution. A party to the Agreement who invokes the reason for a dispute is obligated to provide the other party with the justified notification on the existance of the reason for dispute; namely the notification will mention which article of the Agreement and Daily Auction Rules has been breached and it will include the invitation to the other party for amicable settlement.

Where the Auction Office and the market participant failed to reach an acceptable amicable settlement within thirty (30) days as of the first notification about the reason for dispute, the Parties to the Agreement concur that the resolution to dispute should be sought before the Commercial Court in Belgrade.

The place where the market participant shall discharge all its obligations arising from this Daily Auction Rules is the official headquarter of the Auction Office.

Article 11.5 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 – Macedonian border.

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

The *Daily Auction Rules* and its prospective changes are the subject of National 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 *Registered Participant* submits to the valid and effective version of the *Daily Auction Rules*.

Article 11.6 List of Annexes

Annex 1	Agreement
Annex 2	List of Contacts
Annex 3	Auctions Procedure Schedule
Annex 4	Complaint procedure
Annex 5	Declaration on take-over and use of the electronic certificate

The annexes shall constitute an integral part of these *Daily Auction Rules*.

Annex 1 Agreement

1. Joint stock company Elektromreža Srbije Beograd, Kneza Miloša 11 street, company registration number: 20054182, TIN 103921661 (hereinafter referred to as: the Auction Office or JSC EMS) represented by Mr. Duško Aničić, Executive Director for System Operation and Market (under the EMS General Manager's Authorisation no. _____ of _____)

2. XXXXX, _____ (place, address), company registration number: _____, TIN _____, EIC _____ (hereinafter referred to as: the Market Participant), represented by _____ (title of the person authorised to represent the company),

enter into

Agreement on Participation in the Auctions for Allocation of the Right to Use the Cross-Border Transmission Capacity

(hereinafter: the Agreement)

Article 1 Subject-matter of the Agreement

By means of this Agreement the Auction office and the Market Participant regulate their mutual relations in respect of exercising the rights of the Market Participant to participate in the Auctions for transmission capacities at the border between the bidding zones of JSC EMS Beograd and AD MEPSO and rights and obligations in case of allocation of the capacity in the Auction, pursuant to the Daily Auction Rules for the Allocation of Cross Zonal Capacities between the Bidding Zones of EMS AD Beograd ("EMS") and AD MEPSO ("MEPSO") for 20__.

Daily Auction Rules are published on the Auction Office's website: www.ems.rs. and constitute an integral part of this Agreement.

Terms used in this Agreement have the same meaning as the terms mentioned in the Definitions of the Daily Auction Rules.

Article 2 Declarations of the Market Participant

Market Participant declares that it has gained full understanding of the Daily Auction Rules and hence it commits itself to abide to and to irrevocably accepts, without any reservations and limitations, the provisions of the Daily Auctions Rules as well as any later published amendments to the Daily Auction Rules, which will be notified to the Market Participant in due time, compliant to the Article 11.5 of the Daily Auction Rules.

Market Participants warrants that the data and information contained in this Agreement are true, accurate and complete.

Market Participant declares that it has been incorporated and validly existing under the laws of its country of incorporation, that it has not gone bankrupt, that no liquidation procedure nor any court procedure or other procedure have been conducted against it, which might affect the fulfilment of the conditions specified in the Daily Auction Rules, as well as that it has no unsettled amounts due to the Auction Office or AD MEPSO.

Article 3

Obligations of the Auction Office and Market Participant

The Auction Office and the Market Participant undertake to professionally discharge their respective duties and to act in line with their respective obligations set out in the Agreement and the Daily Auction Rules which form an integral part of this Agreement.

Article 4

Applicable Law and Dispute Settlement

This Agreement shall be governed by the Laws of the Republic of Serbia.

In case of a dispute which may arise as result of application of the Agreement and Daily Auctions Rules as its integral part, or as result of breaching, suspending or declaring them null and void, the Auction Office and the Market Participant need to put efforts in finding the mutually acceptable solution. A party to the Agreement who invokes the reason for a dispute is obligated to provide the other party with the justified notification on the existence of the reason for dispute; namely the notification will mention which article of the Agreement and Daily Auction Rules has been breached and it will include the invitation to the other party for amicable settlement.

Where the Auction Office and the Market Participant failed to reach an acceptable amicable settlement within thirty (30) days as of the first notification about the reason for dispute, the Parties to the Agreement concur that the resolution to dispute should be sought before the Commercial Court in Belgrade.

The place where the Market Participant shall discharge all its obligations arising from this Agreement is the official headquarter of the Auction Office.

Article 5

Non-disclosure

Parties concur that the obligations stipulated in this Agreement, as well as the information provided over the course of implementation of the Agreement shall be deemed confidential and shall not be published or disclosed to any third party.

Should any such information need to be submitted to the state authorities, organisations and institutions, or to the bodies of the international organisations whose members are the Republic

of Serbia and/ or AD EMS, each party shall send written notification to the other party before providing any information.

Article 6

Termination of the agreement

The Agreement ceases to be valid if:

- The market participant ceases to comply with the conditions for participation on the Daily Auction specified in Article 3.1 of the Daily Auction Rules;
- bankruptcy or liquidation proceedings of the Market Participant have been initiated;

A breach of this Agreement will occur if the Market Participant:

- does not fulfill the obligations established by the Daily Auction Rules and the Agreement;
- does not settle all financial obligations towards EMS in business relations on the electricity market;

The market participant is obliged to fulfill the aforementioned mentioned obligations within a subsequent period of 15 days from the receipt of the written request of EMS.

If the Market Participant does not fulfill its obligations within the abovementioned deadline, the Agreement will be considered terminated.

Article 7

This Agreement enters into force after being signed by authorised representatives of the Market Participant and the Auction Office and expires on 31.12.20__.

This Agreement is executed in two (2) identical copies, one (1) copy is for the Auction Office and one (1) copy is for the Market Participant.

For Market Participant

Date: _____

Signature

For JSC EMS Beograd

Date: _____

Signature

Annex 2 List of Contacts

Agreement (see Annex 1) should be delivered by market participants to the *Auction Office* at the following address:

EMS AD Beograd
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.

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

Daily Auction Rules

Name	Phone No.	e-mail	Fax No.
Mr. Marko Zarić	+381 11 39 57 016	marko.zaric@ems.rs	
Mr. Vladica Nikolić	+381 11 39 57 174	vladica.nikolic@ems.rs	+381 11 39 70 695

Registration of market participants

Name	Phone No.	e-mail	Fax No.
Ms. Jelena Pejović	+381 11 39 57 112	jelena.pejovic@ems.rs	+381 11 39 70 695
Mr. Jasmin Ličina		jasmin.licina@ems.rs	

Auction Platform Helpdesk – User support (Auction Platform Operators)

– Daily Auctions operation and other operational issues

Name	Phone No.	e-mail	Fax No.
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		alokacija@ems.rs	+381 11 39 70 695
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Auction Platform Helpdesk – IT support

– Access to IT system, Electronic certificates (tokens)

Name	Phone No.	e-mail	Fax No.
Mr. Marko Anastasijević	+381 11 39 57 385	marko.anastasijevic@ems.rs	+381 11 39 70 695

Financial issues

Name	Phone No.	e-mail	Fax No.
Ms. Jelena Pejović	+381 11 39 57 112	jelena.pejovic@ems.rs	+381 11 39 70 695
Mr. Jasmin Ličina		jasmin.licina@ems.rs	

Annex 3 Auctions Procedure Schedule (Payment Schedule for 2025)

Daily Auction

	Issuing invoices	Due date of invoices
20__	Deadline 1D	Deadline 2D
January	1 st working day M+1 20__	Deadline 1D +6 calendar days
February	1 st working day M+1 20__	Deadline 1D +6 calendar days
March	1 st working day M+1 20__	Deadline 1D +6 calendar days
April	1 st working day M+1 20__	Deadline 1D +6 calendar days
May	1 st working day M+1 20__	Deadline 1D +6 calendar days
June	1 st working day M+1 20__	Deadline 1D +6 calendar days
July	1 st working day M+1 20__	Deadline 1D +6 calendar days
August	1 st working day M+1 20__	Deadline 1D +6 calendar days
September	1 st working day M+1 20__	Deadline 1D +6 calendar days
October	1 st working day M+1 20__	Deadline 1D +6 calendar days
November	1 st working day M+1 20__	Deadline 1D +6 calendar days
December	1 st working day M+1 20__	Deadline 1D +6 calendar days

The Auction Office reserves the right to operationally change dates and times according to the Article 5.1.

Annex 4 Complaint procedure

Specific initiative concerning the daily Auctions

Should the *Registered Participant* come to conclusion that the *Daily Auction Rules* have been breached by an incorrect calculation, incorrect output from data check, or incorrect evaluation of data by the *Auction Platform*, the *Registered Participant* is entitled to initiate through its representative, the *Auction Platform User* examination procedure. The complaint must be delivered to one of the contacts of *Auction Platform* operators (Annex 2) by signed fax message, an electronically signed e-mail, or via registered mail, and must contain:

- date
- identification of *Registered Participant*
- name, e-mail address and telephone of contact person of the *Registered Participant*
- 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.)

Auction Platform operator will confirm the receipt of such a complaint via e-mail.

If the *TSOs* and the *Registered Participant* could not reach an agreement within 10 days the *Registered Participant* may refer a complaint pursuant to the process described in the *Daily Auction Rules* to the relevant National Regulatory Authority in accordance with national law implementing *EU Regulation*.

The *TSOs* are obliged to give all information to the proceeding National 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*.

Annex 5 Declaration on take-over and use of the electronic certificate

For:

Name of the <i>Registered Participant</i>	
Address, Country	
Name of the person authorized to sign the Declaration	

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 *Registered Participant* to communicate with the *Auction Platform* by using the electronic certificate.

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

III.
 The *Registered Participant* declares that it has implemented a technical device for the purposes of communication with the *Auction Platform* (by means of web browser, or 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 *Registered Participant*'s representative, all of the *Registered Participant*'s transactions in connection with the use of *Auction/Allocation Platform* identified by its electronic certificate bind the *Registered Participant* as if performed by any of all the Authorized representatives as nominated in Online platform for registration

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

Hardware token/certificate specification:

Hardware No.: _____

Certificate No. : _____ Valid till: _____

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

Date:

For EMS AD Beograd as *Auction Office*

Signature

For the *Registered Participant*

Signature