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# INDIVIDUAL CONTRACT

## ON ELECTRICITY SALE IN THE CURRENT DAY (INTRADAY)

under ID No. \_\_\_\_\_

### Concluded by and between

EVN HOME DOO (LLC) Skopje, with a registered address at Lazar Licenski st. no. 11, 1000 Skopje, Republic of Macedonia, with a CRN 7345216, TIN 4080019580790, represented by Dipl. Eng Stefan Peter (MBA), Manager, and Roland Ziegler, MSc, Manager (hereinafter: the **"Universal Supplier (US)"**).

and

\_\_\_\_\_, with a registered address at \_\_\_\_\_, 1000 Skopje, R. Macedonia (hereinafter: the **"Selected Bidder"**), represented by \_\_\_\_\_, Manager.

In accordance with the Framework Agreement (hereinafter: the "FA") with Archive. No. \_\_\_\_\_ and with this Individual Contract on Electricity Sale (hereinafter: the "IC"), electricity sale shall be performed in the current day (Intraday Electricity Sale).

#### 1. Supply period:

from **XX. XX. XX XX** to **XX. XX. XX XX**

#### 2. Trading service fee agreed:

Trading Service Fee agreed **X.XX EUR/MWh**

The Trading Service Fee shall be expressed in EUR/MWh for electricity delivered, not including VAT.

#### 3. Type of product agreed:

Product: Hourly Supply Schedule (HSS) regarding electricity, including certain trade quantities per hour depending on the US' needs for supply in the current day

#### 4. Maximum power required in load profile:

The power required on an hourly basis for the US' needs would be within the range of XX MW to XX MW in case of electricity purchase, while the sale of excess electricity arising during the day shall be within the range of XX MW to XX MW.

#### 5. Prices and amounts:

The Trading Service Fee regarding electricity shall be the only criterion for selecting the winning bid. The time of receipt of Bids shall be taken as a secondary criterion only if two or more Qualified Bidders offered the same Trading Service Fee. In such case, the Qualified Bidder that submitted its Bid first shall be ranked as Best Bidder. Best Qualified Bidders selection shall be performed by the US legal representatives, taking into account the best Qualified Bidders' ranking in accordance with the criteria of this Notice.

The Trading Service Fee shall be an integral part of the price (Ph1) at which the US will purchase the electricity delivered to the MEPSO grid on an hourly basis by the Selected Bidder. The hourly price (Ph1) shall be the sum of electricity prices realized in:

- Either of the EU transparent energy markets in the current day (Intraday), and
- Trading Service Fee

$$P_{h1} = X_{ID} + \text{Trading Service Fee}$$

where:

$X_{ID}$  - electricity price for the respective hour realized in either of the EU transparent intraday energy markets which shall be specified in the IB and IC

Trading Service Fee – the trading service subject of this request expressed in EUR/MWh

In order to optimize its operations, the US may, through the selected Qualified Bidder with which it will conclude an IC for electricity supply in the current day regarding the US' needs, also request from the Selected Bidder to sell the excess electricity arising in MEPSO grid during certain hours in the current day.

The price (Ph2) at which Selected Bidder's energy will be sold shall be the energy price in the EU transparent intraday energy markets for the respective hour, reduced by the Trading Service Fee

$$P_{h2} = X_{ID} - \text{Trading Service Fee}$$

Transparent intraday energy markets shall include the following:

- (1) BSP MI2 ID: Auction Trading MI2\_MarketResultsAuction.
- (2) BSP MI6 ID: Auction Trading MI6\_MarketResultsAuction.
- (3) HUPX ID Average price: HUPX continuous intraday price (HU).
- (4) EPEXSPOT ID: EPEXSPOT continuous intraday price (DE).
- (5) IBEX WAP ID: IBEX continuous intraday price.

All additional costs that will arise during the electricity supply by the Bidder shall be included in the Trading Service Fee and be borne by the Bidder.

The hourly amount (in EUR) for the energy delivered shall be the product of electricity quantity delivered and the hourly price (Ph1), while the hourly amount (in EUR) for excess electricity sold shall be the product of electricity quantity sold and the hourly price (Ph2).

If the hourly price (Ph1 or Ph2) has a negative value, then such price shall take the value of "0" (zero) in the calculations.

For each individual HSS on a daily basis, the Bidder can make a Bid only from one transparent market.

The monthly amount (in EUR) for electricity supplied shall be the sum of all hourly amounts for electricity supplied in the respective month of supply, while the monthly amount (in EUR) for excess electricity sold shall be the sum of all hourly amounts for electricity sold in the respective month of supply.

## **6. Point of delivery:**

Electricity shall be supplied/purchased in the OEPS, MEPSO distribution grid. The EIC code assigned to EVN Home by MEPSO is 33XEVN-HOME-SUSW

## **7. Way of invoicing and payment terms**

The Seller shall send the Buyer an invoice with the total quantity of electricity supplied in the relevant month no later than five (5) business days after the end of the relevant period within which the electricity was supplied.

In its invoice for electricity supplied in the current day, the Seller may also specify any claim against the Buyer if such claim arose as a result of any previous unsettled liabilities invoiced in accordance with the Individual Contract, which can include the entire unpaid amount for the electricity supplied.

Based on the invoices prepared by the Seller, the Buyer shall pay for the electricity supplied during the supply period twice a month: for the electricity supplied from 1<sup>st</sup> to 15<sup>th</sup> each month (both days included) and for the electricity supplied between 16<sup>th</sup> and the last day of the month (both days included) (billing periods). The Seller shall prepare and submit the respective invoice on the last day of the relevant billing period, and the Buyer shall make the payment no later than the tenth (10th) calendar day after the billing period. If the deadline for payment is a non-working day, payment shall be made during the next working day. All days from Monday to Friday shall be considered as working days, excluding the holidays in Macedonia.

The Seller shall prepare an invoice for supplied electricity in denars (MKD) according to the official middle exchange rate for euros (EUR) of the National Bank of the Republic of North Macedonia as at the invoicing day, and the Buyer shall pay the invoice in denars (MKD) to Seller's bank account in accordance with the instructions given in the invoice.

If the Buyer fails to make the payment or pays it partially, it shall pay penalty interest calculated in accordance with the Law on Obligations, calculated as from and including the invoice maturity date, excluding the date of payment.

**8. Bid guarantee**

The value of the deposit, i.e. the Bid Bank Guarantee shall be returned to the Seller within 3 working days after the receipt of the Bank Guarantee for timely and quality contract execution. If the Selected Bidder fails to conclude an IC at the latest 2 working days following the IC delivery, the deposit shall not be refunded, i.e. the deposit shall be retained or the Bid Guarantee shall be activated.

**9. Validity period**

This Contract shall enter into force on the date of its signing and it shall apply from \_\_\_\_\_ to \_\_\_\_\_ but no longer than one year.

**10. Governing law**

This Contract shall be interpreted and regulated under the laws of the Republic of North Macedonia regardless of the regulations on conflict of laws.

**11. Settlement of Disputes**

In case of dispute, the Basic Civil Court Skopje in Skopje or another competent authority based in Skopje shall be competent.

**Selected Bidder:**

**Universal Supplier:**