

In accordance with SEE CAO set of Allocation Rules (as defined in Participation agreement), Coordinated Auction Office in South East Europe d.o.o. Podgorica (hereinafter referred to as the “SEE CAO” or “Allocation Platform”), Montenegro publishes

## **Financial terms**

for participation in processes organized by the Allocation Platform in accordance with the Participation Agreement

**Attachments:**

- Attachment 1: Cash Deposit Contract template
- Attachment 2: Bank Guarantee template
- Attachment 3: Instructions for invoices settlement
- Attachment 4: Instructions for depositing collaterals

## Attachment 1

### Cash Deposit Contract template

Concluded in Podgorica, Montenegro on \_\_\_\_\_ between:

[insert name of the market participant], with registered office at [insert full address], Tax No [insert], VAT No [insert], represented by [insert name and position] (in further text: "**Registered Participant**"), on one side;

and

**Coordinated Auction Office in South East Europe doo Podgorica**, with its registered office at Svetlane Kane Radević 1, 4<sup>th</sup> floor, Podgorica, Montenegro, Tax No 02890909, VAT No 30/31-11585-9 (in further text: "**SEE CAO**" or "**Allocation Platform**"), represented by Ivan Bulatović, Executive Director, on the other side;

hereinafter together referred to as the "**Parties**";

#### Article 1

The Registered Participant shall pay the amount of EUR \_\_\_\_\_ (**deposit amount**) to the Business Account of the Allocation Platform with specific purpose of collateral for participating to auctions on bidding zone borders serviced by SEE CAO in accordance with applicable allocation rules (as amended and/or restated from time to time).

#### Article 2

Each market participant who wishes to be recognized as the Registered Participant shall provide a cash deposit as a collateral (in this case deposit amount referred to in Article 1 herein), in accordance with the following:

- The cash deposit shall be managed, controlled and operated exclusively by the Allocation Platform;
- All bank charges relating to the cash deposit are to be borne by or credited to the Registered Participant;
- The Allocation Platform is entitled to withdraw the cash deposit from the Business Account and to use it only for the purpose of settlement of its claims against the Registered Participant. For the avoidance of doubt, this includes, without limitation, the right of the Allocation Platform to settle a claim in case of non-payment by the Registered Participant of any amount due to the Allocation Platform following its insolvency, bankruptcy or any similar event (declared or not; voluntary or not);
- The amount of the cash deposit will be taken into account in the Credit Limit;

- The Registered Participant is entitled to receive interest accrued on the cash deposit paid in to the Business Account of the Allocation Platform in the amount defined by a decision, decree or other enactment about the interest rates issued by the bank where the cash deposit is placed;
- The cash deposit can only serve as a collateral and will not be used as an advance payment.

### **Article 3**

The cash deposit referred to in Article 1 will be held by the Allocation Platform on its Business Account until [insert date] (date, triggering event, or date following triggering event to be inserted).

The Registered Participant hereby agrees that, at the moment of the Registered Participant's payment of the cash collateral into the Business Account of the Allocation Platform:

- the full ownership of such cash deposit is transferred from the Registered Participant to the Allocation Platform for the purpose of securing or otherwise covering present or future, actual or contingent or prospective obligations of the Registered Participant to the Allocation Platform;
- the Registered Participant has no proprietary claim in respect of such cash deposit;
- subject to Article 2 hereof, the Allocation Platform is entitled to deal with such cash deposit as its own; and
- upon the Allocation Platform being satisfied that the obligations of the Registered Participant have been irrevocably paid or discharged in full, the Allocation Platform shall (subject to any right of set-off) transfer to the Registered Participant full ownership of an amount of money transferred to the Allocation Platform by the Registered Participant, and the Registered Participant shall have a contractual claim against the Allocation Platform for the repayment of such amount.

### **Article 4**

Cash deposits may be modified in accordance with applicable allocation rules applied by the Allocation Platform.

The amount of the cash deposit that does not refer to outstanding payment obligation may be returned to the Registered Participant upon the Registered Participant's originally signed written request to the Allocation Platform and subject to agreement in writing by the Allocation Platform. The Allocation Platform shall initiate repayment within 2 (two) working days by submission of Bank order with regular value date (D+2).

The request for return of the cash deposit shall contain the following payment details: amount of the cash deposit to be returned, bank account no., IBAN, name and address of the bank and BIC/SWIFT code.

### **Article 5**

The cash deposit may be used as stipulated in relevant allocation rules applied by Allocation Platform.

The Registered Participant shall not protest against or in any way contest the action of the Allocation Platform in case the Allocation Platform withdraws from the Business Account and uses the cash deposit for settling the Allocation Platform's claims against the Registered Participant.

### **Article 6**

In the case of any discrepancy between this Deposit Contract and relevant allocation rules the provisions of this Deposit Contract shall prevail.

All capitalized terms used in this Deposit Contract have the meaning defined relevant allocation rules applied by Allocation Platform.

### **Article 7**

This Deposit Contract shall be governed by Montenegrin law. In the case of any dispute with respect to this Deposit Contract, Commercial Court of Montenegro shall have the judicial jurisdiction.

### **Article 8**

This Deposit Contract is made in 4 (four) identical copies, out of which Registered Participant shall retain 2 (two) and the Allocation Platform shall retain 2 (two).

On behalf of  
**Allocation Platform**

On behalf of  
**Registered Participant**

\_\_\_\_\_  
Ivan Bulatović, Executive Director

\_\_\_\_\_  
[insert name and position]

## Attachment 2

### Bank Guarantee template

Coordinated Auction Office in South East Europe doo Podgorica  
Svetlane Kane Radević 1, 4<sup>th</sup> floor  
81000 Podgorica  
Montenegro  
Commercial Register at Number: 5-0635601/01  
TAX ID: 02890909  
VAT ID: 30/31-11585-9  
Bank Guarantee No. ....

We have been informed that .....**name of company, address**..... (the "Committer") will participate in "Coordinated Auction of Transmission Capacity in the SEE-Region" carried out by you (the "Auction Process").

The Committer's liabilities resulting from its participation in the Auction Process are to be secured by a bank guarantee.

Upon the Committer's instructions we, .....**Name of Bank, address**....., Id. No. ...., ..... registered in the Commercial Register at the Local Court in ....., hereby issue in your favor an irrevocable and unconditional guarantee up to the maximum amount of **EUR** ..... (in words: EURO .....) and undertake to pay you upon receipt by us of your first demand in writing without delay or objection to your account No. **01/501/0004349/3**, IBAN: **ME25550015010004349346** held at **Podgorička banka AD Podgorica, Member of OTP Group, Bulevar Revolucije 17, Podgorica (SWIFT: PDBPMEPG)**, any amount or amounts up to the total amount guaranteed by us under this bank guarantee, provided such request is in compliance with all terms and conditions of this bank guarantee and contains your statement in writing to which Committer.....**name of company, address**..... your request relates (the "Request").

Your Request addressed to us at .....**Name of Bank, address**....., **SWIFT**....., shall be submitted to us not later than the date of expiry mentioned below of this bank guarantee.

Your Request relative to this bank guarantee shall be sent only by SWIFT with full wordings and through intermediary bank confirming that the signatures on the request appear to conform to specimen held by the bank.

The amount of this bank guarantee shall decrease by every payment made by us to you hereunder.

This bank guarantee ceases to be valid upon the payment of the total amount guaranteed by us.

This bank guarantee will become effective on the date of its issue and is valid until .....**date, time**..... inclusive.

Following the lapse of the date this bank guarantee ceases to be valid.

This bank guarantee also ceases to be valid following the lapse of the date of receipt by us (return to us) of the original copy of this bank guarantee, provided such return takes place prior to the stated date of expiry of this bank guarantee.

This bank guarantee is not transferable.

This bank guarantee shall be governed by the laws of the [Montenegro] and shall be subject to the Uniform Rules for Demand Guarantees, published as No. 758 by the International Chamber of Commerce in Paris, except as stated above, i. e. in particular Article 15 of the Uniform Rules for Demand Guarantees does not apply.

All bank charges in connection with the issuance of this bank guarantee as well as any arranging fees are to be borne by the Committer. [Tariffs for the arranging fees may be published on Allocation Platform's website from time to time.]

## Attachment 3

### Instructions for invoices settlement

Instructions for invoices settlement:

Field 59 - IBAN: ME25550015010004349346

Remittance information (Field 70): number/date of invoice

- General payment information:

Field 56A:

**RZBAATWW**

(Intermediary)

Raiffeisen Bank International AG

Field 57A:

**PDBPMEPG**

(Account with Inst)

Podgorička banka AD Podgorica



## Attachment 4

### Instructions for depositing collaterals

Instructions for depositing collaterals:

Field 59 - IBAN: ME25550015010004349346

Remittance information (Field 70): 23258088

- General payment information:

Field 56A:

**RZBAATWW**

(Intermediary)

Raiffeisen Bank International AG

Field 57A:

**PDBPMEPG**

(Account with Inst)

Podgorička banka AD Podgorica