

Agreement

For participation on a centralized market for electricity trading through bilateral contracts

№/.....

Today.....2016 in Sofia between

INDEPENDENT BULGARIAN ENERGY EXCHANGE, a company performing the activity of organizing a centralized market for electricity trading through bilateral contracts, having its registration and management address: Sofia, Oborishte district, 16, Vesletz Street ,UIC 202880940 in the Commercial register to the Registry agency, represented by Konstantin Valeriev Konstantinov- Chief Executive Officer, hereinafter referred to as IBEX

and

“.....” holding license for trading and/or generation of electricity № Л-.....20...., having its registration and management address:....., UIC in the Commercial Register to the Registry agency, represented by, hereinafter referred to as PARTICIPANT.

This contract has been concluded regarding the following:

I. GENERAL PROVISIONS

1. All terms in this Contract are consistent with the definitions in the Rules for Centralized Market for Electricity Trading through Bilateral Contracts.
2. Independent Bulgarian Energy Exchange (IBEX) organizes a CMBC.
3. Upon concluding the Agreement for participation Participant shall obtain the right to conclude transactions on CMBC which shall be subject to settlement.
4. The rights and obligations of the Participant referring to trading on the CMBC are regulated in the Rules and the Fee tariff of IBEX.

II. RULES

5. The Rules and the Fee tariff are part of the Agreement.
6. By signing this Agreement the Participant agrees to conform its actions to the conditions and requirements set in the Rules. In case of conflict between the Rules and the Contract, the Rules shall prevail.

III. REPRESENTATION

Representations by the Participant

7. Upon concluding this Agreement the Participant guarantees to IBEX that:
 - a. All necessary actions have been undertaken for due authorization upon signing this contract, which is supplemented by the Rules; and
 - b. Signing this Agreement, supplemented by the Rules, does not violate: any law, rule, regulation, agreement or document binding upon or applicable to the Participant.
8. The participant accepts that they have an obligation to notify IBEX promptly in case they establish a breach under item 7 of the Agreement.

Representations by IBEX

9. Upon concluding this Agreement IBEX guarantees to the Participant that:
 - a. All necessary actions have been undertaken for due authorization upon signing this Agreement which is supplemented by the Rules; and
 - b. Signing this Agreement, supplemented by the Rules, does not violate: any law, rule, regulation, agreement or document binding upon or applicable to the Participant.

IV. CONFIDENTIALITY

10. IBEX guarantees that no third party shall have access or acquire information on issues related to the business or personal affairs of the Participant, which has become known in connection with transactions concluded on CMBC. IBEX shall not use such information for purposes other than such related to the transactions on the centralized market related to IBEX activity.
11. The Participant shall guarantee that no third party shall have access or acquire confidential information concerning the activity, affairs, consumers, customers or suppliers of IBEX.
12. The confidentiality obligation does not concern information which is or has become public not due to breach of the confidentiality obligations pursuant to this agreement;
13. The confidentiality obligation does not limit IBEX to submit information to regulatory bodies or where this is required by law.

14. The Participant admits the ownership right of IBEX on the business information as well as its right to dispose with it in accordance with the terms and requirements of the Rules.
15. Concluding this Agreement and any temporary or final termination hereto do not fall within the scope of the confidentiality obligation.

V. AGREEMENT AMENDMENTS

16. Amendments to this agreement require the written agreement by both parties.
17. Irrespective of item 16, IBEX may amend the Rules in accordance with the terms stipulated therein.

VI. AGREEMENT TERMINATION

18. Each of the parties may terminate this Agreement following a written notification in accordance with the Rules.
19. Temporary or final termination of the Agreement due to non-performance of obligations by one of the parties is regulated in the Rules.

VII. SEVERABILITY

20. Invalidation of any of the clauses of the contract does not lead to invalidity of any other clause or the contract as a whole.

VIII. CHOICE OF LAW

21. Any claims, disputes or differences which may arise out of or in connection with the Agreement including any issue regarding its existence, validity or termination shall be settled in accordance with effective Bulgarian law.

The Agreement has been prepared and signed in two uniform copies, one for each party.

.....
(Konstantin Konstantinov)
Chief Executive Officer
IBEX EAD

.....
(Name and position)
("Participant")

Appendices integral parts of this Agreement:

1. Data on the persons responsible for trading and financial issues on behalf of the participant.
2. A Declaration of consent for receiving an electronic invoice.

Note:

The Agreement is signed by the person representing the company in accordance with the corporate standing certificate provided in relation to registration. IBEX could also require additional documentation in case the participant is not a company registered in the Bulgarian Commercial Register and therefore is not able to provide the required registration certificate.

Appendix № 1 to Contract №

For

**Participation in centralized market for electricity trading through
bilateral contracts**

Authorization request

The undersigned.....,
position,
representing.....,

I hereby declare that for the purposes of participation of the company represented by me on CMBC organized by IBEX EAD, the following persons have been authorized:

I. Persons responsible for trading authorized to submit bids in the centralized market:

Representative 1

Name:

Position:

Telephone:

Mobile phone:

E-mail address:

II. Person responsible for collateral and settlement arrangement on behalf of the applicant

Representative 1

Name:

Position:

Telephone:

Mobile phone:

E-mail address:

In case of change in any of the above- mentioned persons, the company represented by me shall promptly notify IBEX EAD of the occurred changes.

.....
(Name and position)
("Participant")

Appendix № 2 to Contract №

For

**Participation in centralized market for electricity trading through
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Declaration

on consent for receiving an electronic invoice

The undersigned.....,
position.....,
representing.....,

I HEREBY DECLARE THAT:

I agree that the company represented by me shall receive electronic invoices concerning the amounts due on transactions concluded on the centralized market for electricity including applicable fees under this contract.

Data for receiving electronic invoices:

Name:

Position:

Telephone:

Mobile phone:

E-mail address:

In case of any change in the data provided during and after registration, the company represented by me shall promptly notify IBEX EAD of the occurred changes.

.....
(Name and position)
("Participant")