**CONTRACT ON PURCHASE AND SALE OF ELECTRICITY**

**BETWEEN**

**MEDEX ELECTRIC DOO**

**Ul. Svetlane Kane Radević br.1**

**Podgorica**

**Crna Gora**

**(hereinafter „Seller“)**

**and**

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**(hereinafter „Buyer“)**

**(Buyer and Seller hereinafter jointly referred to as „Contracting parties“ and individually as „Contracting party“)**

**September, 2023. godine**

In relation to the sale or purchase of electricity, as described below. The contracting parties agree to conduct negotiations in good faith and to conclude the "General Agreement on the Supply and Acquisition of Electricity", version 2.1(a) dated September 21, 2007 (the "General Agreement"), which the European Federation of Energy Traders (European Federation of Energy Traders, hereinafter: "EFET") published as a form, the terms of which after conclusion will be used to regulate this Contract, as well as all existing and future Individual Contracts that will be concluded by the Contracting Parties in connection with sale and purchase of electricity. After the Contracting Parties conclude the said General Agreement, this Contract, as well as all Individual agreements between the Contracting Parties, will become the subject of the General Agreement and its integral part and will be valid as Individual Contracts (defined in the General Agreement), in accordance with the General Agreement. The contracting parties agree that until the implementation of the General Agreement, they are bound by the provisions of the General Agreement, which was published by the EFET federation and which is subject to the selection provisions, specified in the "Form with the selection provisions attached to the General Agreement", therefore those provisions, are included in this Contract.

In case of differences between the provisions of the applicable General Agreement and this Contract, this Contract shall prevail for the purposes of this Contract. All capitalized terms in this Contract, which are not defined herein, shall have the meaning determined by the General Agreement.

**1. Subject of the contract**

Seller shall continuosly deliver and Buyer shall accept electricity on the basis of schedules and terms stipulated in this Contract, as follows:

In the event that the Individual Agreement is not in writing, both parties may freely confirm or confirm in writing their understanding of the agreed terms of the Individual Agreement (each such written confirmation constituting a "Confirmation"). Written confirmation does not constitute a request for a legally valid Individual contract. The confirmation must contain essential data for the job and will be in the form defined in the General Agreement.

1. **Cross-border capacity:** The cross-border capacity is provided by the buyer
2. **Delivery point**: DAP border CGES - EMS/TERNA/ NOS/OST/ KOSTT
3. **Electricity delivery**

The Seller shall, in accordance with the provisions hereof, deliver electricity to the Buyer at the Delivery Point as specified in this Contract. The Buyer shall provide interstate capacity. Electricity which is the subject of this Contract shall be supplied by the Seller in line with the voltage and frequency tolerances and other technical standards in accordance with the applicable provisions of ENTSO-E prescribed by the competent transmission system operators and authorities (especially provisions related to the announcement of schedules, invoices and data exchange).

1. **Purchase of electricity**

Buyer shall, in accordance with the provisions hereof, take over and pay the electricity delivered at the Delivery Points as specified in this Contract.

1. **Transmission and Delivery Charges**

Transmission and delivery charges arising out of this Contract shall be paid by the Seller up to the Delivery Point, and by the Buyer at and from the Delivery Point, including the charges of interstate capacity allocation. Transmission and delivery charges include all the payments and costs which are enforced by the network system operator.

1. **Taxes**

As it has been agreed, prices and payments shall be excluded of customs, taxes or other levies of any nature whatsoever.Seller shall, up to the Delivery Point, and the Buyer shall, at and from the Delivery Point, pay all the customs, taxes and other levies related to the sold/purchased electricity. Each Contracting party undertakes to immediately provide the other Contracting party with all the information and evidence which are necessary in order to fulfill tax obligations, as well as to ensure exemption from taxes or tax reliefs.

1. **Invoicing and payment methods**

The electricity billing period under this Contract is a calendar week (hereinafter: "Billing Period").

Calculation quantities for determining the payment obligation are determined at the end of the Billing Period. On the first Monday after the Payment Period, the Seller will deliver to the Buyer an invoice for the delivered Electricity at the Delivery Point. In the invoice, Seller will indicate the total amount of electricity that he sold in the previous 7 days. The calculated amount is in euros. In such an invoice, the Contracting Party shall state all amounts owed by the Contracting Parties to each other at that time, which includes without limitation all amounts owed for the purchase and sale of electricity, taxes (which the Seller is obliged to calculate in accordance with applicable regulations), fees, refunds, compensation, interest and other payments, i.e. amounts in favor, which the Contracting Parties owe to each other, and when applicable, all net amounts due for collection (Debt set-off).

The buyer is obliged to pay the amount of the invoice to the seller no later than the first Wednesday after the invoice is issued. Payment is made in euros (EUR), in accordance with Article 14 (VAT and taxes) without deductions, and the payer pays his own bank commission costs.

If the Buyer does not make full or partial payment when due, he will be obliged to pay contractual interest corresponding to the amount of the six-month EURIBOR, published on the Thomson Reuters page EURIBOR01 two business days (abroad) before the due date, plus 3% per annum. If the published EURIBOR is negative, it is considered to be 0.00%, so the interest rate cannot be less than 3% per year in any case. If the due date is not a working day (national holidays etc.), payment can be made on the working day immediately following such due date. Working days are all days of the week (Monday-Friday), except for holidays in force in Montenegro, during which banks are closed.

1. **Representations and Warranties**

Each Contracting party shall guarantee, during the validity period of this Contract, that it is authorized to conduct the transactions which are the subject hereof, as well as that it has obtained the necessary approvals and licenses and undertaken to meet all the required regulatory conditions and that it possesses all the required registrations. Each Contracting party shall take all the actions needed to enable for the necessary authorizations, approvals, or licenses for performance of its obligations under this Contract to be fully effective during the validity period of this Contract.

At the reasonable request of either Contracting party, the other Party shall submit the copies of directives and provisions of the primary and secondary regulations applied hereto, both in the official language of such documents and, as far as possible, in English as well. Both Contracting parties shall correspondingly inform each other about any decision made by its governing body or authority which is relevant to the effectiveness of this Contract.

Each Contracting Party represents and warrants to the other Contracting Party that it is a taxable reseller ("Taxable Reseller"). A taxable reseller is a taxable company whose main activity in terms of electricity procurement is the resale of those products and whose own consumption of those products (electricity) is negligible. Article 21 of the General Agreement (Guarantees and sureties) applies for the purposes of this Agreement. Each Contracting Party declares that (i) it does not act as an asset manager, advisor or intermediary in connection with the Individual Contract, (ii) it does not rely on the advice, guarantees of the other Contracting Party, except for the guarantees specified in the Individual Contract , and (iii) that it fully understands and has assessed the economic and other risks associated with the conclusion and execution of the Individual Contract, and that it has independently assessed these risks and is capable of taking them over.

1. **Non-performance**

In case the Seller fails to deliver either all or a part of the quantity agreed upon in this Contract, the Seller shall, provided that it has not been released from this obligation due to the event of Force Majeure as defined in article 13 hereof, pay to the Buyer the amount for such undelivered electricity which shall be equal to the difference between the agreed price and the higher price at which the Buyer is or shall be able to purchase or otherwise acquire the undelivered amount of electricity on the market, acting in a commercially reasonable manner, increased by any incremental transmission costs and other reasonable and documented costs and expenses. Any compensation for profit loss, indirect or consequential damages shall be explicitly excluded.

In case the Buyer fails to accept either all or a part of the quantity agreed upon in this Contract, the Buyer shall, provided that it has not been released from this obligation due to the event of Force Majeure as defined in article 11 hereof, pay to the Seller the amount for non-accepted electricity which shall be equal to the difference between the agreed price and the lower price at which the Seller is or shall be able to sell the non-accepted electricity on the market acting in a commercially reasonable manner, increased by any incremental transmission cost and other reasonable and documented costs or expenses. Any compensation for profit loss, indirect or consequential damages shall be explicitly excluded.

1. **Temporary suspension of delivery**

In the event that the Contracting Party ("Breaching Party") is late in paying the amount owed under the relevant Individual Contract, which includes without limitation default due to Force Majeure or default due to prevented international financial transactions, the non-breaching Party shall have the right to, but no earlier than three (3) working days from the sending of the notice in writing by the Contracting Party that is not the violator, immediately terminate the further supply of electricity, and is completely released (not only temporarily) from the basic delivery obligations according to the Individual Contract, until it receives either the requested Letter of Credit or the entire amount (including all applicable default interest and costs) of all due amounts owed by the breaching Contracting Party under the Individual Contract to the non-breaching Contracting Party.

1. **Liability**

None of the Parties shall be liable to the other Party for any loss, cost, expense or damage ("Damage"), (including, inter alia, any liability for irregularities in electricity supply) incurred by the other Party on the basis of or in connection with this Contract, except for amounts paid by one Contracting Party to the other in accordance with Articles 8 and 10.3 of the General Agreement and except for the case such a Damage arose as a result of gross negligence, intentional default or fraud of a Contracting party.

The liability of a Contracting party existing on the basis of or in connection with this Contract shall not include liability for any direct and/or consequential Damage, including, inter alia, loss of profit, reputation, business opportunity or anticipated saving.

For the purpose of avoiding any doubt, each Contracting party agrees upon its obligation to mitigate the Damage arose and it undertakes to make the commercially reasonable efforts aimed at minimizing the Damage which may arise on the basis of or in connection with the Contract.

1. **Force Majeure**

For the purposes of this article, Force Majeure shall mean an occurrence beyond the reasonable control of the Party claiming and being affected by Force Majeure, which could not be reasonably avoided or overcome and which makes it impossible for the Party claiming and being affected by Force Majeure, to perform its delivery or acceptance obligations, including, but without limitation, one or more of the following cases:

1. the failure of communications or computer systems of the relevant network operator(s) which prevents the Party claiming and being affected by Force Majeure from performing its obligations; or
2. the relevant network operator's suspension of delivery or acceptance or its disregard of the obligations of the Party claiming and being affected by Force Majeure with regard to scheduling under this Contract.

Exemption from the obligation of delivery and taking over:

If the Party is completely or partially prevented due to Force Majeure from fulfilling its delivery obligations

or taking over from one or more Individual Contracts, and in everything acts in accordance to notify and mitigate the effects of Force Majeure, that Party will not be considered to be in breach of or default on its obligations and it will be released from those obligations (therefore, there will not be only a suspension of fulfillment) for the duration of Force Majeure and to the extent that Force Majeure prevents the performance of those obligations. No obligation to pay damages in connection with undelivered or uncollected quantities shall arise for the Party invoking Force Majeure.

Notice and Mitigation of Force Majeure:

After becoming aware of Force Majeure, the Party invoking Force Majeure shall, as soon as possible, inform the other Party of the occurrence of Force Majeure and, to the extent that it is then possible, provide it with a non-binding estimate of the scope and duration of the impossibility of fulfilling obligations. The Party invoking Force Majeure will take all commercially appropriate measures to mitigate the effects of Force Majeure and, during the duration of Force Majeure, will provide the other Party with updated data, when and if it has it, on the scope and expected duration of the inability to perform obligations.

Influence of Force Majeure on the other Party:

In the event and to the extent that the Seller is relieved of its obligation to deliver due to Force Majeure, the Buyer shall also be relieved of its obligation to undertake and pay for delivery. In the event and to the extent that the Buyer is released from the obligation to take over due to force majeure, the Seller will also be released from its obligation to deliver.

**13. Termination of the contract**

In the event of the termination of this Contract, the Parties shall not remain under any obligation to effect deliveries or payments that would have fallen due after the effective date of termination. Such liabilities

shall be replaced by the obligation to pay damages, as calculated in Article 10 above.

Regardless of whether this Contract contains contradictory provisions, in the event that any Contracting Party (the "Breaching Party") (i) executes a general transfer of obligations or any arrangement for the benefit of creditors, (ii) becomes insolvent, regardless of what is the cause of this inability to pay, or cannot pay the owed amounts when they are due, (iii) submits a proposal, i.e. in any other way initiates proceedings under insolvency or similar law, i.e. someone else submits a proposal against it, i.e. initiates proceedings against it, if such proposal of a third party is not withdrawn, rejected, concluded or limited within five working days, (iv) obtains a liquidation administrator, bankruptcy administrator, guardian or similar officer for itself or in connection with a significant part of its property or assets, (v) fails to pay the other Contracting Party ("the non-breaching Contracting Party"), i.e. fails to fulfill the due obligations, whereby such non-fulfillment of obligations is not performed within three (3) working days from the receipt of the warning in writing . to a non-breaching Party, that is, such support is terminated or is no longer valid in connection with the Contract in question; then in the above cases of (i) up to and including (vii) The Contractual Party that is not the infringer has the right to liquidate and terminate the Individual Contract that is valid for the Contractual Parties at that moment by notice in writing, and the termination is valid immediately upon receipt of the termination notice which is delivered in person, by fax, by courier service or by registered mail to the address specified in the preamble of this Agreement by the other Contracting Party; in the event that an Individual Contract is terminated in accordance with clauses (a) or (b) above, the non-breaching Party shall calculate in a commercially reasonable manner an amount to set off (as set forth below) the amounts under the Individual Contract at the time of termination ,that is, as soon as is reasonably practicable and shall set off (i) all amounts owed to the Breaching Party, including any margin or cash deposit held by the non-breaching Party, at such time and including all other amounts owed to the Breaching Party non-breaching Party, with (ii) all amounts owed by the Breaching Party to the non-breaching Party, including all margins and cash deposits then held by the Breaching Party, and including all other amounts owed to the non-breaching Party, including all reasonable costs and expenses of the non-breaching Party (including without limitation reasonable attorneys' fees) associated with the exercise of its rights under this Contract, so that all such amounts are aggregated and constitute a single liquidation amount payable by either Party to another. The contractual party that has the obligation to pay shall pay such amount to the other contractual party within two (2) days of receiving notification of such amount; provided that the offending Contracting Party pays any amount owed under the Individual Contract.

"Setting-off amount" within the Individual Contract has the following meaning: Profits minus the sum of Losses and Costs of the Contracting Party that is not the infringer arising from the termination of the Individual Contract. "Costs" are mediation costs, commissions and other costs and expenses related to third parties that occur to the Contracting Party who is not the infringer, either due to the termination of agreements by which it secured its obligations, or due to the conclusion of new agreements that replace the terminated Individual Agreement, as well as all legal fees, costs and expenses of the non-breaching Party arising in connection with the termination of the Individual Agreement. "Profit" is an amount equal to the present value of the economic benefit to the non-breaching Party, if any (excluding Costs) arising from the termination of the Individual Contract. "Loss" is an amount equal to the present value of the economic loss suffered by the non-breaching Party, if any (excluding Costs), arising from the termination of the Individual Contract. The non-breaching party may calculate the Set-off Amount without (but is not required to) enter into a substitute transaction.

**14. Implementation of the Contract on Purchase and Sales of Electricity**

**14.1** Sending calculations, invoices and other documents concerning payment and exchange of the Contract shall be performed by representatives of Contracting Parties authorizaed for implementation of the Contract, through the addresses stated hereinafter.

**For Seller:**

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| Medex Electric doo, Podgorica |
| Svetlane Kane Radević br.1, Podgorica, CRNA GORA |
| N/r: Dragan Knežević, CEO |
| Telefon: +382 20 513 333 |
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| E-pošta: dragan@medex.me |

**For Buyer:**

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**14.2** The following persons shall be in charge of fulfilling technical and operational conditions in accordance with this Contract:

**For Seller:**

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| Medex Electric doo, Podgorica |
| Svetlane Kane Radević br.1, Podgorica, CRNA GORA |
| N/r: Dražen Vlaović, COO |
| Telefon: +382 20 513 333 |
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| E-pošta: drazen@medex.me |

**For Buyer:**

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**15. Partial Invalidity**

If any provision hereof is or becomes ineffective, the effectiveness of the remaining contractual provisions shall remain unaffected.

The Parties undertake to replace the ineffective provisions by the effective ones in such a way that they approach as much as possible the commercial effect of the ineffective provisions, thereat complying with the original commercial objectives of this Contract.

In case of a certain event which is not defined herein, a suitable provision shall be applied which would be in compliance with what the Parties asked for, if it is possible from the legal point of view, or, given the sense and purpose of the Contract, in compliance with what the Parties would have asked for if they had taken such a case into account.

**16. Amendments to the Contracts**

Amendments to this Contract shall be effected in writing by being appropriately signed by representatives of both Parties.

**17. Confidentiality**

Contracting Parties shall keep the contents of this Contract, as well as all the data acquired by other Contracting Party in relation to this Contract as the confidential ones.

The Contracting Parties may not disclose any part of the Individual Contract to third parties in writing, orally or electronically, except with the prior written consent of the other Contracting Party under this contract, during the period of validity of this Individual Contract, i.e. one year after its termination or expiration of this Individual Agreement. The other Contracting Party may not withhold its consent under this Agreement without reason (for example due to legal requirements, such as a court order or a request from regulatory authorities). This confidentiality clause does not apply to information that may (in accordance with applicable regulations) be provided to the transmission system operator(s).

**18. Mjerodavno pravo**

This Agreement is regulated and interpreted in accordance with the laws of Germany, according to all international agreements and conventions ratified by Germany and related to the subject of this agreement, while the "United Nations Convention on Contracts for the International Sale of Goods of April 11. 1980" does not apply.

**19. Arbitration**

Both Contracting Parties will endeavor to resolve all disputes that arise due to the Individual Contract, or in connection with it, amicably and in good faith. All disputes arising from the existing Agreement or in connection with the Agreement will be settled finally on the basis of the Arbitration Rules of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. In doing so, they will not initiate proceedings before ordinary courts, three arbitrators will rule on the case, each Contracting Party has the right to propose one arbitrator. The International Arbitration Court will appoint a third arbitrator, who will be the president of the arbitration court, in accordance with the above Rules.

The place of arbitration shall be the city of Vienna, Austria.

English is the language of procedure, documentation and decision.

**20. Execution**

Without prejudice to the contractual rights and obligations of the Seller, delivery of electricity can be performed for the Seller’s account by one or more of its affiliates.

**21. Transfer of rights and obligations**

Neither Contracting Party has the right to assign its rights and obligations under this Contract to a third party or an Affiliated Company without the prior written consent of the other Contracting Party.

**22. Recording of telephone conversations**

Each Contracting Party has the right to record telephone conversations in connection with this business and to use such recordings as evidence. Each Contracting Party waives further notification of the recording and confirms that it has received all necessary consents from its employees for such recording.

**23. Miscellaneous**

This Contract shall enter into force on the day it is signed by both Contracting Parties.

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| SELLER: |  | BUYER: |
| **MEDEX ELECTRIC DOO,**  **PODGORICA** |  |  |
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| Date:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |