

HEP-Trade d.o.o., Ulica kralja Tomislava 11b, 88000 Mostar, company registration no.: 1-12223, JIB: 4227582330009, represented by Krešimir Krešić, as electricity supplier (hereinunder: the Supplier)

and

NAME, Address, company reg. no.: 0000000000000, VAT no.: 0000000000000, represented by _____, as electricity buyer (hereinunder: the Buyer)

(The Supplier and the Buyer are jointly called Contracting Parties, and individually a Contracting Party)

concluded the following

ELECTRICITY SUPPLY AGREEMENT

Number: O-16-00BIH

I PRELIMINARY PROVISIONS

Article 1

The Contracting Parties hereof enter into this Agreement under the provisions of the valid Mutual Relations Act, the Electricity Act in the Federation of Bosnia and Herzegovina (Official Gazette 66/13), General Terms and Conditions of Electricity Supply (adopted by the State Electricity Regulatory Commission of the Federation of Bosnia and Herzegovina at its 18th session held on 24 October 2014), the Rulebook for Supply of Electricity to Qualified Customers and Switching of the Supplier (adopted by the Electricity Regulatory Commission of the Federation of Bosnia and Herzegovina at its 18th session held on 24 October 2014).

II SUBJECT OF THE AGREEMENT

Article 2

The subject hereof is the regulation of mutual relations between the Contracting Parties hereof with regard to electricity supply of the Customer (in the qualified customer category) by the Supplier.

Article 3

(1) Integral parts of this Agreement are as follows:

ATTACHMENT I –METERING POINT DATA

ATTACHMENT II – AGREED ENERGY VOLUMES

ATTACHMENT III – PRICES, TARIFF MODELS AND BILLING ELEMENTS

(2) Integral parts of the Agreement from paragraph 1 herein must be signed by both Contracting Parties.

Article 4

Customer's metering points under this Agreement are defined in Attachment I hereof.

III AGREED ENERGY VOLUMES

Article 5

The Customer shall submit to the Supplier energy volumes per billing periods for the duration of this Agreement as Attachment II of this Agreement no later than 25 (twenty five) days before the effective date hereof.

IV METERING DATA

Article 6

The transmission system operator or the distribution system operator (hereinunder: Network Operator) shall read metering data on metering points in line with the valid General Terms and Conditions of Electricity Supply in the Federation of Bosnia and Herzegovina and the Supplier's distribution Grid Code.

V ELECTRICITY PRICE AND BILLING METHOD

Article 7

(1) The Supplier shall bill the electricity for the billing period. The billing period is 30+/-3 days, which is an approximate fit to a calendar month.

(2) Electricity billing is carried out according to metering data from Article 6 herein.

(3) Billing element prices are set in Attachment III herein. Billed Consumed Electricity consists of billing element prices from Attachment III i.e. changed prices of billing elements

from paragraph 4 hereof, calculated in line with the agreed tariff model for the electricity volume supplied to the Customer (hereinunder: Billed Consumed Electricity). The Supplier shall add VAT and other applicable fees in line with valid regulations to this amount of the Customer's Billed Consumed Electricity.

(4) The Supplier is entitled to change the price of electricity billing elements from Attachment III hereof if the annual consumer index set by the Federal Office of Statistics for each calendar year and published on its official web site (www.fzs.ba) increases after Agreement conclusion.

The Supplier is entitled to change the price of electricity billing elements pursuant to this paragraph once a year i.e. in February of each calendar year, whereby such a changed price of billing elements will become effective upon the expiry of a 15 day period from the Supplier's submission of the written notice on the billing elements price change and remain valid until the next price change pursuant hereto.

If the Supplier reaches a decision on the billing elements price change pursuant to provisions hereof, it will inform the Customer thereof until late February of the calendar year during which the billing elements price change occurs, and no later than 15 days before the changed billing elements prices come into effect.

The change of the billing elements prices equals the agreed billing elements price increased or decreased by the annual rate of inflation published by the Federal Office of Statistics until late January for the previous year.

If the Customer does not agree with the changed price of the billing elements, it must inform the Supplier in writing of Agreement termination within 15 days from the receipt of a written notice on the billing elements price change. If the Supplier does not receive the written notice of Agreement termination from the Customer within 15 days from the receipt of a written notice on the billing elements price change, it shall be deemed that the Customer has accepted the changed price of the billing elements.

If the Supplier receives the written notice of Agreement termination from the Customer within the stated period, the Agreement shall be deemed terminated:

a) at 12.00 midnight on the last day of the billing period during which the Supplier had received the termination notice if such a termination notice had been received until (inclusive) the 20th day in the billing period; or

b) at 12.00 midnight on the last day of the billing period following the billing period during which the Supplier had received the termination notice if such a termination notice had been received after the 20th day in the billing period; whereas, until the expiry of the period, the electricity will be supplied to the Customer in line with the prices valid prior to the proposed price change. If the Customer terminates the Agreement in a manner and within

the time period prescribed herein, for the reasons of the non-acceptance of the billing elements price change resulting from the increase of the annual consumer price index, the Customer will not be held liable for damage indemnification from Article 14 herein in favour of the Supplier.

(5) Under the Customer's consumption diagram and the Offer no. 94b/2015 (SI) from 9 June 2015 (for all metering points from Attachment 1 hereof), the Customer was set the prices stated in Attachment III hereof.

(6) If the prices stated under paragraph 4 hereof change, the Contracting Parties shall sign the Annex hereof in line with the Decision adopted by the State Electricity Regulatory Commission regarding the price of supply services provided by the Supplier.

Article 8

(1) The Customer will be issued an invoice for all metering points as well as the consumption calculation specification per a metering point within 5 (five) days from the receipt or the collection of metering data in convertible marks (KM) in EUR countervalue according to the midpoint exchange rate of the Central Bank of Bosnia and Herzegovina on the last day of the billing period.

The invoice shall include Billed Consumed Electricity, the feed-in tariff, the supply fee, as well as all other potential fees and contributions under coercive provisions.

(2) The Supplier will submit to the Customer the invoice and calculation specification for all metering points immediately after its issuance to the following e-mail address: _____

(3) The Supplier shall submit the invoice to the Customer in a written form as well as calculations made at the Customer request to the following address:

(4) The Customer shall inform the Supplier if it does not receive the invoice until the 15th of the current month.

VII PAYMENT METHOD

Article 9

(1) The Customer shall make the payment on the Supplier's BAM giro account no.: 3381302232279437 (hereinunder: Supplier's Account).

(2) In case of a default of payment for supplied electricity, the Customer shall be charged default interest of 7 percent annually.

(3) In case of a default of payment, the Supplier shall first charge costs and interest.

(4) Advanced payment is made within the due time period set under Article 11 hereof in convertible marks (KM) in EUR countervalue according to the midpoint exchange rate of the Central Bank of Bosnia and Herzegovina on the day of the Supplier's invoice issuance for settling the advance payment.

(5) The electricity invoice shall be paid in the time period set under Article 11 hereof in convertible marks (KM) in EUR countervalue according to the midpoint exchange rate of the Central Bank of Bosnia and Herzegovina on the last day of the billing period.

Article 10

(1) The Customer may, partially or in full, and in a written form challenge the received invoice within 5 (five) days from its issuance. The unchallenged part of the invoice must be paid within the payment due date.

(2) The Supplier shall respond to the complaint submitted by the Customer no later than 8 (eight) days from the day of the receipt thereof including the instruction for the Customer on the method of filing the complaint to the State Electricity Regulatory Commission of the Federation of Bosnia and Herzegovina within 15 days from the day of the receipt of the complaint reply.

(3) If the complaint is found valid, the Supplier will issue a new invoice with the new payment due date.

Article 11

(1) The Supplier shall issue the Customer the advance payment invoice for the following month no later than the 20th of the current month in the amount of the estimated monthly electricity consumption increased by all accompanying fees, taxes and excise duties under the Agreement and relevant regulations. The Customer shall pay the advance amount on the Supplier's Account no later than the 25th of the month preceding the month of the electricity supply provision. If the Customer, for any month of the Agreement duration, does not pay the advance amount in the agreed time period, the Agreement shall be terminated under the law and with no further need for any additional statements by or information submission to the Customer. The Agreement termination shall take legal effect on the last day of the month in which the due period for settling the advanced payment has expired.

(2) The Customer shall, no later than the 25th of the current month, pay to the Supplier the amount of the advanced payment on the Supplier's BAM account no.: 3381302232279437 (hereinafter: Supplier's Account) for the following consumption month each month of the Agreement duration in the amount of the estimated monthly electricity consumption

increased by all accompanying fees, taxes and excise duties under the Agreement and relevant regulations (hereinunder: Total Price).

(3) The Agreement termination shall take legal effect provided the Customer has executed the first advanced payment no later than the 25 December 2015 on the Supplier's Account and under the advance payment invoice issued by the Supplier. If the Customer does not settle the total amount of the first advance payment in the agreed due period, the Agreement shall be terminated under the law and with no further need for any additional statements by or information submission to the Customer.

(4) The Supplier shall use the received advance payment amount for settling the invoice issued to the Customer pursuant to Article 5 hereof. For the avoidance of any doubt, the Contracting Parties agree that the Supplier is under no obligation to charge interest on the advance payment amount made from the day of its payment in the Supplier's Account until the Supplier's invoice due date, which will be settled from the advance payment amount.

(5) If the amount of the issued electricity invoice is less than the amount of paid advance for the specific month, the Supplier shall refund the overpaid amount at the Customer's written request on the Customer's account within 4 days from the day of the request receipt provided the entire payment of the advance amount for the following month executed by the Customer on the Supplier's Account. If the Customer does not request the refund of the amount overpaid as an advance in writing, the Supplier shall use said overpaid amount for settling the appropriate portion of the first following issued electricity invoice.

If the amount of the issued electricity invoice is higher than the amount of paid advance, the Customer shall settle said difference no later than 8 days from the invoice issuance and its e-mail submission. If the Customer does not pay the difference arising from the paid advance amount and the full amount of electricity invoice in the Supplier's Account, the Agreement shall be terminated under the law and with no further need for any additional statements by or information submission to the Customer except if the Customer files a complaint pursuant to Article 10, paragraph 4 hereof under which the invoice due period starts following the expiry of due periods set hereunder. The Agreement termination shall take its legal effect on the last day of the month in which the due period for settling the payment has expired.

(6) If this Agreement is terminated, the Supplier is authorized to use the received advance payment amount for settling its claims from the Customer under or in connection with this Agreement, including indemnification, costs and default interest. Having settled all its claims under this Agreement from the Customer, the Supplier shall issue a refund into the Customer's account consisting of any remaining amount of advance payment within 8 working days.

(7) The Contracting Parties agree that the Customer's obligations herein represent an integral part hereof.

IX MUTUAL RIGHTS AND OBLIGATIONS

Article 12

(1) Pursuant to this Agreement, the Supplier agrees to fulfil all its obligations set under Article 6 of the General Terms and Conditions of Electricity Supply and under Article 9 of the Rulebook for Supply of Electricity to Qualified Customers and Switching of the Supplier.

(2) If the Supplier defaults on any obligation hereof, the Customer shall submit a written reminder to the Supplier requesting that said failure is corrected within 30 days. Only if the Supplier does not correct said failure within the set period, the Customer is entitled to contact HEP d.d. with the request for corporate guarantee activation under the terms and conditions thereof.

(3) The Customer undertakes to meet its obligations from Article 7 of the General Terms and Conditions of Electricity Supply and under Article 7 of the Rulebook for Supply of Electricity to Qualified Customers and Switching of the Supplier.

X AGREEMENT TERMINATION

Article 13

(1) The Contracting Parties agree that in case of the Agreement breach, each Party may terminate the Agreement by means of a written notice sent to the other Party by registered mail with the additional 30 day period for meeting the conditions starting from the day of the receipt of the written notice on Agreement termination.

(2) The notice on Agreement termination shall be considered received by the other Party after 3 (three) days from the date of the termination notice submission to the post office to be dispatched by registered mail provided the existence of the proof of service by mail by the sending Contracting Party.

(3) The Agreement expires at 12.00 pm on the last day of the billing period during which the additional period for meeting the conditions has expired.

XI CONSEQUENCES OF AGREEMENT TERMINATION

Article 14

(1) If the Customer terminates the Agreement before the expiry of agreement duration period set under Article 20 hereof, for any reason (except in the event of the Supplier's default or due to the nonacceptance of increased billing elements prices resulting from the changed annual rate of inflation pursuant to Article 7, paragraph 4 hereof) or if the Supplier terminates this Agreement due to the event of the Customer's default, the Customer shall indemnify the Supplier in the amount of 15% of average monthly agreed value for each

month during which the electricity was not supplied, within 15 days from receiving the Supplier's indemnification invoice increased by the legally prescribed default interest.

(2) The Supplier will inform the Customer in writing of the indemnification amount the Customer is obligated to reimburse pursuant to provisions herein. The payment of such indemnification is due within 15 (fifteen) days from the day of the Customer's receipt of said information.

XII DISCONTINUATION OF ELECTRICITY SUPPLY

Article 15

(1) The Customer is informed and agrees that, in cases foreseen under the General Terms and Conditions of Electricity Supply (Articles 78-83) as well as under other valid regulations, the relevant Network Operator must, at the request of the Supplier, discontinue the supply of electricity to the Customer who does not fulfil the obligations set herein, whereas said Customer is not entitled to any reparation of damages which might be incurred.

(2) The Supplier is authorized to request the Network Operator to discontinue the supply of electricity to the Customer if said Customer has defaulted on agreed obligations herein even after the expiry of the additional 30 day time period from the submission of the Supplier's written notice on agreement default set for meeting said obligations, in which the Customer has been requested to settle due liabilities within said 30 days.

(3) The Supplier shall request the Network Operator to recontinue the Customer's supply within 24 hours from the Supplier receiving the proof of fulfilling all due Customer's liabilities hereof.

(4) The Customer shall reimburse the Supplier all costs incurred by discontinuation and the continuation of electricity supply under this Article.

XIII QUALITY OF SUPPLY

Article 16

(1) The relevant Network Operator is responsible for the safety, reliability and quality of electricity supply in accordance with applicable regulations.

(2) The Supplier shall provide reliable and quality electricity supply in accordance with applicable legal regulations defining supply conditions to be met by an electricity supplier.

(3) In case of the violation of the service quality set under the Agreement, including an incorrect or overdue bill specification, the Customer is entitled to the indemnification of damage incurred and proven in line with the provisions of the law of obligations.

XIV CONFIDENTIALITY

Article 17

(1) The Contracting Parties hereof agree to regard all information, data and documents exchanged in relation herewith confidential except for the obligation of submitting data to banks and competent state- and entity-level institutions.

(2) The Contracting Parties hereof shall use documents and information regarding this Agreement solely for the purpose of its execution. Neither Party is entitled to publish nor disclose to a third party any information from or in connection with this Agreement without a prior written consent from the other Contracting Party unless it has been requested under a valid legal regulation or a decision of a court, relevant authority, administrative or regulatory body. The Contracting Parties shall inform each other of said notice i.e. a decision of a court, relevant authority, administrative or regulatory body.

XV FORCE MAJEURE

Article 18

(1) If any of the Contracting Parties, fully or partially, is unable to supply or accept electricity due to a force majeure event, relevant contract obligations as well as Contracting Parties will be temporarily suspended fully or partially until specific obstacles or disturbances are removed.

(2) A force majeure event means the occurrence of an event which cannot be foreseen, which is unknown, or which could not have been known to the Contracting Parties i.e. an event beyond a real control of the Contracting Party claiming force majeure, including but not limited to transmission defects, particularly severe natural events and disasters, government actions, wars, strikes, and provided such a degree of the event's severity which prevents the Contracting Party from the continuation of Agreement implementation.

(3) In case of a force majeure event, the affected party shall immediately inform the other party by phone or by fax of the cause, nature, severity, and projected duration of the event as well as of the measures which need to be undertaken for the purpose of problem resolution.

(4) Each Contracting Party shall invest their best effort to remove all disturbances as soon as possible.

(5) A force majeure event does not include any increased or decreased need for electricity on part of the Customer which might result in any deviation from accepting agreed electricity volumes set herein.

XVI METHOD OF DISPUTE RESOLUTION

Article 19

(1) The Contracting Parties agree to settle all potential disputes pursuant to provisions of the Mutual Relations Act, the Electricity Act, General Terms and Conditions of Electricity Supply, and provisions of the First Tier Licence for the Performance of the Electricity Supply, the Rulebook for Supply of Electricity to Qualified Customers and Switching of the Supplier, other rules and regulations adopted by the regulator (FERK and DERK) as well as the system operator (NOS BiH), and other legal and secondary provisions regulating this scope of work.

(2) In case of any amendments of valid legal or secondary regulations or the adoption of new ones, and in case of any amendments of the rules of competent regulatory bodies affecting the provisions hereof, said regulations shall be implemented automatically without any need for entering into a new agreement or an annex hereto.

(3) If the Contracting Parties are unable to settle a dispute amicably, said parties may submit the request for the resolution of dispute to the State Electricity Regulatory Commission of the Federation of Bosnia and Herzegovina.

(4) The Parties hereof agree on the competence of the court in Sarajevo in case of all potential disputes which cannot be resolved in the manner stipulated under paragraphs 1 and 3 hereof.

XVII AGREEMENT DURATION

Article 20

This Agreement is concluded for a definite period of 24 months from the first day of electricity supply specified in Article 23 hereof.

XVII FINAL PROVISIONS

Article 21

The Contracting Parties agree that all issues which have not been regulated hereunder shall be regulated under relevant provisions of the Mutual Relations Act, the Electricity Act, General Terms and Conditions of Electricity Supply, the Rulebook for Supply of Electricity to Qualified Customers and Switching of the Supplier, provisions adopted by the State Electricity Regulatory Commission of the Federation of Bosnia and Herzegovina (DERK) and the Federal Regulatory Commission (FERK) as well as other valid provisions regulating this scope of work.

Article 22

(1) The Contracting Parties shall mutually submit all notices and other forms of communication herefrom in writing to the addresses stated in the heading hereof by mail, except when it has been expressly stated herein that the notice or any other form of communication shall be delivered by registered mail or by e-mail.

(2) The notice or any other form of communication delivered by mail or by registered mail shall be considered received by the other Contracting Party after the expiry of 3 days from the receipt of said notice by the post office provided that the sending Contracting Party has the proof of service by mail.

(3) If the notice is submitted by e-mail, it shall be considered received on the day of receiving the receipt confirmation from the e-mail address of the recipient stated herein to the e-mail address of the sender.

Article 23

(1) This Agreement shall come into effect on the day of its signing by the authorized representatives of the Contracting Parties hereof. The Agreement has legal effect provided the Customer's fulfillment of the obligation specified in Article 11 hereof, and the Supplier's receipt of a written consent by the Network Operator on the harmonization of this Agreement with the network use agreement concluded between the Customer and the competent Network Operator.

(2) Electricity supply under this Agreement commences as of _____, provided the fulfillment of all the conditions specified under paragraph (1) hereof.

Article 24

This Agreement is made in two identical copies, one for each Contracting Party hereof.

In _____, on _____

In _____, on _____

FOR THE SUPPLIER:

FOR THE CUSTOMER: