

AGREEMENT FOR SUPPLY OF ELECTRICAL ENERGY

1. EVN Macedonia Elektrosnabduvanje DOOEL Skopje, company for electricity supply with registered office in Lazar Lichenoski Str. no.11, Skopje, trade register no. 6717110, tax no. 4080011522805, represented by Roland Ziegler as Manager and Berkant Shen as Manager, hereinafter referred to as the "SUPPLIER".

and

2. _____ having its seat and registered office at _____, with trade register no. _____ and with tax no. _____, represented by _____

hereinafter referred to as "CUSTOMER",

each one hereinafter also referred to as "Party", and together as "Parties"

SECTION I. SUBJECT - MATTER OF THE AGREEMENT

1.1. The subject of this Contract for supply of electricity (hereinafter called Supply Contract) is purchase-sell of the electricity, where the Supplier undertakes obligation to deliver and the Customer to receive and pay the electricity supplied by the Supplier under the terms, order and conditions, specified in this Contract and the appendixes that are integral part of this Contract.

1.2. The Supplier undertakes obligation to provide the Customer with the following additional services:

- a) to include the Customer in its balance group
- b) to take the balance responsibility for the customer

1.3. Unless otherwise regulated in this Contract, the "General Terms and Conditions" published on the web-site of the Supplier www.snabduvanje.mk shall apply between the Parties for regulation of their relationship in fulfilling of this Contract. The Parties accept the provisions of the General Terms and Conditions to be integral part of the Supply Contract and binding on both contracting parties.

SECTION II. ENTERING INTO FORCE AND TERM OF THE AGREEMENT

2.1. This Contract enters into force on the day of acceptance of the Offer and shall be valid until the end of the delivery date.

2.1.1. Delivery Period

Start and End of delivery and supply is stated in Appendix 2 to this Supply Contract.

SECTION III. DELIVERY POINTS, QUANTITIES, INFORMATION EXCHANGE

3.1. Delivery Points and Quantities

3.1.1. The Contract is concluded for delivering electricity in the Delivery Points given in the Appendix No.1 - "Delivery Points List" of this Contract.

3.1.2. The Customer shall pay on the base of delivered quantities of electricity. Under delivered quantity of electricity shall be understood the electricity quantity in kWh effectively measured on the Delivery Points subject of this Contract, in compliance to the metering data provided by the respective system operator.

3.1.3 The quantities of electricity delivered by the Supplier shall be measured with metering devices owned by the respective system operator.

SECTION IV. PRICE , INVOICING AND PAYMENT

4.1. Prices

4.1.1. The price of the delivered electricity that the Customer shall pay for is determined in MKD per kWh.

4.1.2. The prices for electricity, and additional services are stated in Appendix No.2 to this Contract – "Price List".

4.1.3. The price of electricity will be determined at the end of each delivery period as a weighted average of the product of hourly day ahead prices published on HUPX increased for the contracted Fee and the available hourly load profile for the delivery period for which the calculation is made, according to the following formula:

Weighted Average Price = $\text{sum}((\text{PHupxh} * \text{LPh}) / \text{sum}(\text{LPh}))$

PHupxh - Hourly Day Ahead price of electricity on the power exchange HUPX for the delivery period for which the calculation is made

LPh – Hourly load profile for the delivery period for which the calculation is made

When converting euros in denars, the daily exchange rate published by NBRM is used.

If, on the day of calculation, there is no available load profile, the price of electricity will be determined as:

Average Price = $\text{average}(\text{PHupxh}) * \text{LPh}$

PHupxh - Hourly Day Ahead price of electricity on the power exchange HUPX for the delivery period for which the calculation is made.

When converting euros in denars, the official middle rate of euro in denar is used, published by the National Bank of Republic of Macedonia for each day of the delivery period.

HUPX(h) is the realized positive hourly price traded on the Hungarian Electricity Exchange during the month and the same published on the following link for each day/hour of the month <https://hupx.hu/en/market-data/dam/historical-data>. In case of negative prices, the cost of electricity in those hours will be equal to ZERO.

4.2. Invoicing

4.2.1. Invoicing shall be performed monthly, based on the delivered electricity quantities data for the respective billing period submitted by the respective system operator.

4.2.2. The Supplier shall issue and shall deliver an invoice to the Customer within 10 (ten) days from receiving the measurements from metering points performed by the system operator.

4.2.3. The invoice will be delivered by e-mail, on the e-mail stated in Appendix 3 to this Supply Contract.

4.3. Payment

4.3.1. The Customer shall pay the invoiced amount in full within ___ days from the ending of the calculation period customer.

4.3.2 Payments shall be made by transfer to the bank account specified in the Supplier's invoice. Payment shall be deemed to have been made on the date the Supplier received the amount on its bank account.

4.3.3 If the customer does not pay the invoice or part thereof within the due period, the supplier shall have the right to calculate and collect legal penalty interest as from the due day of payment obligation until the day of payment.

4.3.4 If the customer does not pay for the consumed electricity or any contractual obligation within the timelines defined by the Supply Contract, the Supplier shall have the right to initiate procedure to discontinue the electricity supply and/or terminate the Supply Contract. In this case the Customer shall bear and pay the costs for the disconnection procedure.

SECTION V. TERMINATION OF AGREEMENT

5.1. The Contract may be ceased, i.e. terminated in the following cases:

With the expiration of the time period for which it was concluded;

Based on mutual written consent by both Contracting Parties;

Due to any revocation of license, bankruptcy or liquidation of either the Customer or Supplier;

Unilaterally, before Contract expiration, at the request of the Customer by written correspondence provided no later than 30 days before the day on which the Customer requests for the Contract to be terminated;

By a written notification from the Supplier, including a notice period of 15 days as from the day of the warning notification in cases where the Customer is late with its obligations under the Supply Contract.

5.2. If the Supply Contract is terminated by the Supplier, the Supplier shall explain the reasons for Contract termination to the Customer and indicate the possibilities of being supplied by another Supplier, last resort supplier or universal supplier and offer professional assistance for the realization of the change of supplier.

5.3. In all cases of Supply Contract termination, electricity supply suspension shall enter into force once the system operator provides a notification that the procedure of transfer to a new supplier has been completed.

SECTION VI. FINAL PROVISIONS

6.1. If no agreement is being reached for any dispute between the supplier and the customer, the Parties accept the competence of the Primary Civil Court Skopje. Bringing the dispute for court settlement shall not be a reason for suspension of the other obligations under this Contract.

6.2. Amendments and Supplements of this Contract shall be valid only if they are agreed in a written form and signed by the authorized representatives of the both Parties.

6.3. The integral parts of this Contract are:

Appendix No.1 - "Delivery Points List"

Appendix No.2 - "Price List"

Appendix No.3 - "The General Terms and Conditions"

6.4. This Contract has been prepared and signed in 2 (two) identical copies in Macedonian and English Languages, 1 (one) for each of the Parties. If a dispute arises, the Macedonian version of the Contract shall prevail.

On behalf of the SUPPLIER

EVN Macedonia Elektrosnabduvanje DOOEL Skopje

Manager

Mag. Roland Ziegler

Manager

Berkant Shen

On behalf of CUSTOMER

Manager

Appendix No.1 – “Delivery Points List”

The Parties agree that the Customer may add delivery points to this Agreement by sending written notification and registration with the respective system operator.

If the Customer rents or sells the Premises covered by specific supply point, or wants to cancel the supply for it for other reasons, it is obligated not later than thirty (30) days from the day of the concluding of the Agreement for rent or sell, or the occurrence of the circumstances, to inform the Supplier for the newly occurred situation, i.e. that it no longer wishes the Supplier to provide electricity to such supply point.

The Supplier shall issue a final invoice, up to the date such delivery point cancellation was effective.

Electricity Supply Offer Business



Supplier

EVN Makedonija Elektrosnabduvanje DOOEL Skopje (EVN Macedonia Electricity Supply DOOEL Skopje)

Lazar Lichenoski st. no. 11, Skopje

1000 Skopje, Republic of Macedonia

User

Name: _____

Address: _____

Tax
Identification
Number (TIN): _____

Company
Identification
Number (CIN): _____

Offer details

Date of Offer: _____

Valid until: _____

Start of delivery: _____

End of delivery: _____

Billing interval: Monthly

Payment period: ____ days

Products/Prices

Hupx* ____

Prices shall include:

Electricity consumed

Transmission capacity limit

Balancing costs

Import and customs charges

Prices shall not include VAT or other taxes, any surcharges or fees determined by law or by any authorities

By accepting this Offer, we also accept the general terms of Electricity Supply Agreements published at www.snabduvanje.mk and the Supplier's Electricity Supply Agreement. We agree that the Supplier shall procure the amount of electricity agreed.

Authorised person

Accepted by:

OF0000015912

The Offer accepted shall be an integral part of Appendix 2 of the Supply Agreement
For further information, the EVN Makedonija Elektrosnabduvanje team is at your disposal at any time
2 3205 500 or snabduvanje-info@evn.mk

Appendix No. 2				
Metering Points List				
Object code	City	Street	Product	
—	—	—	Hupx+	
—	—	—	Hupx+	

GENERAL TERMS AND CONDITIONS OF ELECTRICITY SUPPLY AGREEMENTS OF EVN MAKEDONIJA ELEKTROSABDUVANJE DOOEL SKOPJE

1. SUBJECT

- 1.1. The general terms and conditions of Electricity Supply Agreements of EVN Makedonija Elektrosabduvanje DOOEL Skopje (hereinafter, the “General Terms and Conditions”) define the conditions for sale and purchase or delivery and acceptance of any delivered or agreed amounts of electricity at the metering points specified in the Electricity Supply Agreement (hereinafter, the “Supply Agreement”), the rights and obligations of EVN Makedonija Elektrosabduvanje DOOEL Skopje as an electricity supplier (hereinafter, the “Supplier”) and the rights and obligations of the consumer deciding to be supplied with electricity from the Supplier (hereinafter, the “Consumer”).
- 1.2. The provisions of these General Terms and Conditions shall be an integral part of the Supply Agreement and binding on both Contracting Parties. If the issues regulated by these General Terms and Conditions are otherwise regulated by the Supply Agreement, the provisions of the Supply Agreement shall apply.
- 1.3. If any relations between the Consumer and the Supplier are not regulated by the General Terms and Conditions or the Supply Agreement, the provisions of the Energy Law, the Electricity Supply Rules, the Law on Obligations and other regulations shall apply accordingly in the relations between the Supplier and the Consumer.
- 1.4. These General Terms and Conditions shall be applicable to any Consumers meeting the requirements for market participation, including the qualified Consumers participating independently in the market.
- 1.5. These General Terms and Conditions are published on the Supplier’s website (www.snabduvanje.mk).

2. TERMS

Certain terms used in these General Terms and Conditions and the Supply Agreement shall have the following meanings:

1. **Calculation Period** shall mean a time period to which the billing of electricity and power consumption refers;
2. **Supply Start Date** shall mean the date when the Consumer starts using electricity from the metering point where EVN Makedonija Elektrosabduvanje is registered as a supplier for such metering point;
3. **Electricity Consumer (Consumer)** shall mean any entity using the electricity purchased for its own purpose;
4. **Relevant System Operator** shall mean any entity that owns or manages the energy transmission system (TSO) or the distribution system (DSO) through which electricity is delivered to the metering point;
5. **Electricity Supply** shall mean the sale of electricity to the Consumer;
6. **Electricity Supplier (Supplier)** shall mean any license holder that supplies electricity to Consumers and is allowed to trade in electricity;
7. **Electricity Supply Agreement (Supply Agreement)** shall mean an agreement by which the Supplier undertakes to deliver to the Consumer at the metering point the agreed electricity quantities of prescribed or agreed quality, and the Consumer undertakes to pay the Supplier for the delivered electricity according to the measurements performed by the System Operator to which the Consumer is connected, at an agreed price;
8. **Reference Quantity** shall mean the amount of electricity agreed between the Parties and defined in the Supply Agreement and it is the amount of electricity estimated on the basis of historical data of the System Operator supplying electricity to the Consumer and the information provided by the Consumer regarding the electricity consumption planned for the period for which the Supply Agreement was concluded;
9. **Electricity Amounts Delivered** shall mean any quantity that is actually measured at the metering points subject of the Supply Agreement, in accordance with the data read by the Relevant System Operator;
10. **Delivery Period** shall mean the period commencing on the Supply Start Date and ending on the Delivery End Date as set out in the Supply Agreement;
11. **Electricity Delivery Metering Point** shall mean any place where electricity is delivered to the Consumer;
12. **Contracting Party** shall mean either the Consumer or the Supplier and **Contracting Parties** shall mean both the Consumer and the Supplier;
13. **KAM** shall mean Key Account Manager or the contact person at the Supplier.

All definitions used in the Energy Law shall have the same meaning in these General Terms and Conditions.

3. ELECTRICITY SUPPLY AGREEMENT

- 3.1. The Supply Agreement shall be concluded in writing or the Agreement shall be deemed to have been concluded at the moment when the offeror (Supplier) receives the Offeree’s (Consumer’s) Statement of Acceptance.
- 3.2 By accepting the Offer, the Consumer shall also accept that the Supplier will procure the Reference Quantity of electricity according to the prices in the Offer.

4. METERING POINTS, USER CHANGE

- 4.1. The metering points through which the Supplier supplies the Consumer with electricity shall be identified in the Metering Point List provided as an Appendix to the Supply Agreement.
- 4.2. The Consumer must immediately inform the Supplier of any addition or deletion of metering points through which the Consumer is supplied. Any change to the Metering Point List provided as an Appendix to the Supply Agreement shall be made on the basis of a request submitted by the Consumer, mutual consent by both Contracting Parties and the Relevant System Operator. The request submitted by the Consumer shall contain data and documentation regarding the measuring point to be additionally registered or deregistered. The new Metering Point List shall become an integral part of the Supply Agreement without simultaneously changing the Supply Agreement.
- 4.3. Registration of metering points with the Relevant System Operator shall be performed by the Supplier based on a form defined by the Relevant System Operator and documentation and proof of ownership or right to the metering points’ use provided by the Consumer.

4.4. The Consumer shall be responsible for: legality and accuracy of the documentation submitted for registration or deregistration of any metering point with the Relevant System Operator; change of Supplier; and timely registration of such change. If the Relevant System Operator refuses the change of Supplier, or a dispute arises due to any deficiencies in the documentation submitted, or the change cannot be implemented due to the expiration of time, the Consumer shall bear the legal consequences thereof.

5. MEASUREMENT AND QUANTITIES OF ELECTRICITY DELIVERED

5.1. The amounts of electricity delivered by the Supplier shall be measured by measuring devices owned by the Relevant System Operator.

5.2. The Consumer shall pay based on electricity amounts delivered thereto. Electricity Amounts Delivered shall mean the electricity quantity in kWh measured at the metering points subject of this Agreement, according to the measurement data provided by the Relevant System Operator.

6. PRICES

6.1. Electricity prices shall be net prices with the exception of:

- Fee for electricity market use;
- Fee for the use of transmission and distribution networks;
- Fee for the use of energy produced by preferential electricity producers;
- Taxes, fees and other charges defined by law or by competent authorities' regulations.

6.2. Any additional electricity costs specified as in Article 6.1 shall be shown separately in the invoice issued by the Supplier.

6.3. Договорот за снабдување регулира дали Снабдувачот ќе го вклучи Потрошувачот во својата балансна група, т.е. кој ќе биде

6.3. The Supply Agreement shall regulate whether the Supplier will include the Consumer in its balance group, i.e., who shall be responsible for consumption balancing and market operator's forecasting and reporting defined in the Electricity System Balancing Rules.

6.4. If the Consumer is included in the Supplier's balance group, the Consumer's participation in the balance group shall start no later than the electricity delivery commencement. The Consumer agrees to hand over and provide the data required for balance management in accordance with the relevant market rules.

6.5. The Consumer shall support the Supplier in its planning. In relation to any variations planned in electricity consumption as a result of holidays, annual leave use, overhauls, (partial) closure or expansion of operations, etc., the Consumer shall notify the Supplier in writing or by phoning KAM at least two days before the occurrence of such change. The Consumer shall immediately notify the Supplier of any unplanned outages or surpluses by e-mail.

7. SECURITY OF SUPPLIER CLAIMS

7.1. If the Consumer has any unpaid obligations under the Supply Agreement, the Supplier shall have the right to request an instrument to secure its claim. The security instrument and conditions shall be determined by an Annex / Agreement between the Parties to the Supply Agreement.

8. SUPPLIER'S OBLIGATIONS

8.1 The Supplier shall deliver electricity to each metering point during the delivery period, provided that the Supplier shall not be liable to the Consumer for any interruption in the electricity supply caused by any act or omission of the Relevant System Operator.

8.2. The Supplier shall comply with the obligations set forth in the Energy Law, other laws and regulations, the Supply Rules and the Supply Agreement.

9. CONSUMER'S OBLIGATIONS

9.1. The Consumer shall comply with the obligations set forth in the Energy Law, other laws and regulations, the Supply Rules, the Supply Agreement and these General Terms and Conditions, and be particularly responsible to:

- 1) Timely and fully pay the invoices issued by the Supplier in the manner specified in the Supply Agreement;
- 2) Promptly notify the Supplier of Consumer's decision to extend or terminate the current Supply Agreement;
- 3) Promptly provide the Supplier with Consumer's contact details (company name / first and last name / user name, address / registered office, registration / tax number, identification document number, telephone, fax, e-mail) and within 30 days, notify the Supplier of any changes thereof;
- 4) Promptly notify the Supplier of Consumer's decision to change the Supplier.

9.2. The Consumer shall ensure that:

- 1) The Consumer has full legal right, power and authority to enter into contractual obligations with the Supplier and to perform, deliver and fulfill all of its obligations under the Supply Agreement;
- 2) Any metering point is equipped with metering equipment that complies with the law;
- 3) The Consumer will not damage or obstruct or allow any tampering with the metering equipment and will immediately notify the Supplier and the Relevant System Operator if the Consumer believes or has reason to believe that such damage or tampering has occurred.

10. RIGHTS AND OBLIGATIONS OF BOTH THE CONSUMER AND THE SUPPLIER IN CASE THE CONSUMER CANCELS THE OFFER ACCEPTED, OR IF AFTER ACCEPTING THE OFFER, THE CONSUMER DOES NOT SIGN THE AGREEMENT

10.1. If the Consumer cancels the Offer accepted and does not sign the Agreement without any reason or does not cancel the Offer but does not sign the Agreement, then, in case of Agreement termination, the other Party shall be entitled to compensation, which shall be the difference in the price of the average prices of the products available at the Hungarian Derivative Energy Exchange (hereinafter, the HUDX) for the supply period valid as at the date of acceptance of the Offer and the average prices of the products available at the HUDX for the remaining supply period given in the Offer, multiplied by the sum between the amount of electricity delivered in the month preceding the month in which the Offer was cancelled/the Agreement was terminated, and the number of months remaining until the end of delivery specified in the Offer.

11. INFORMATION EXCHANGE

11.1. Notifications to the Consumer can be made through the electricity supply invoice, by e-mail, regular mail, the Supplier's website.

11.2. Any written notification regarding any information change, request for user change, form for registration/deregistration of a metering

point, cancellation/termination of Agreement, grievances and complaints, shall be submitted by the Consumer to the Supplier by e-mail, to the official e-mail address: snabduvanje-info @evn.mk or the Supplier's website.

The Supplier shall provide its written notifications to the Consumer from the following e-mail address: elektrosnabduvanje@evn.mk

11.3. If either Contracting Party changes its contact information, it shall immediately notify the other Party thereof. If either Contracting Party defaults, both Contracting Parties agree that any notifications delivered to the other Contracting Party's last communication address shall be deemed received and valid.

11.4. Notifications shall be considered received:

- If delivered by hand, as at the delivery date, if it is a business day for the recipient. Delivery shall be confirmed by the recipient's stamp of acceptance;
- If sent as registered mail, as at the date of recipient's confirmation of the notification receipt;
- If sent by e-mail to the e-mail address used for communication between the Parties:
 - If the notification is sent between 09:00 and 17:00 hours on a business day (in the recipient's time zone), on the same day; or
 - If the notification is transmitted at any other time after 17:00 h, then at 9:00 h on the first business day thereafter (in the recipient's time zone);
- If the notification is sent by EMS or any other express mail, on the day when such mail is delivered to the recipient.

12. MODIFICATION OF GENERAL TERMS AND CONDITIONS

12.1. Provisions of the General Terms and Conditions shall apply to any Agreements concluded during the validity period thereof.

If during the validity period of Electricity Supply Agreements, the General Terms and Conditions are changed one or more times, the General Terms and Conditions valid during the period of Agreement conclusion shall apply until the expiration of such Agreement, unless otherwise regulated by way of an Annex to such Agreement by the Contracting Parties.

13. FORCE MAJEURE

13.1. Neither Party shall be held liable for any failure to fulfill its contractual obligations, if such Party is prevented from fulfilling its delivery or acceptance obligations in a situation where the causes of such failure include events or conditions that at the time of their occurrence were beyond such Party's control and could not be foreseen, avoided or overcome despite taking all reasonable efforts.

13.2. The defaulting Contracting Party may request to be released from its default liability as in Article 12.1, if such default was caused by any of the following:

- 1) Natural disasters of great intensity, such as earthquakes, floods, landslides, droughts, volcanic eruptions, hurricane winds, snow drifts, heavy rainfall, damage or destruction caused by lightning strikes, epidemics or similar natural events;
- 2) Fire or explosions causing damage or destruction or blockage to any equipment, machines and/or installations, including energy, telecommunications or transport infrastructure, in the electricity supply chain;
- 3) War or martial law, emergency declared by law, mobilization, invasion, armed conflict or serious threat thereof (including any enemy attack or blockade), hostilities and similar situations;
- 4) Civil war, rebellion, insurrection, revolution, military coup, coup, acts of terrorism, sabotage, civil unrest, mass violence, civil disobedience, etc.;
- 5) Activities of government bodies, regardless of whether they were undertaken or not undertaken in accordance with law, i.e., a request for compliance with the law or another regulation imposing the Contracting Party's company nationalization or asset expropriation, or implementation of company's closure;
- 6) Outage of any production, transmission or distribution facility;
- 7) Strikes, boycotts or occupation of plants by employees;
- 8) Energy crisis declaration under the Energy Law, etc.

13.3. The Contracting Party experiencing an emergency shall, on the same day or no later than the day following such emergency, notify the other Contracting Party in writing and as soon as possible provide a non-binding estimation of the extent and expected duration of such emergency and it shall, during such emergency, provide the other Party with updated information thereof. The Contracting Party shall make all reasonable efforts to mitigate or limit the consequences arising from the events or conditions it calls upon.

13.4. In this case, both Contracting Parties shall be released from their default liability regarding any contractual obligation or compensation for damages caused as a result of force majeure.

14. FINAL PROVISIONS

14.1. If at any time, any provision of the Supply Agreement, its integral parts or the General Terms and Conditions, is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions thereof shall not be affected or impaired. The Contracting Parties shall replace any illegal, invalid or unenforceable provision with a legal, valid and enforceable provision as close as possible to the invalid provision in terms of its economic significance.

14.2. The terms and conditions set forth in the Supply Agreement shall be deemed confidential and neither Contracting Party shall disclose such information to any third parties.

15. DISPUTE RESOLUTION, APPLICABLE LAW

15.1. Any disputes between the Supplier and the Consumer shall be resolved through negotiations between the Contracting Parties. If no agreement is reached, then the dispute shall be referred to the Skopje Basic Civil Court.

15.2. Any reference to a court proceedings dispute shall not constitute a reason for non-fulfillment of any other obligations as in the Supply Agreement and these General Terms and Conditions.

15.3. Macedonian legislation shall apply to anything not provided for in the Supply Agreement and these General Terms and Conditions.

16. PERSONAL DATA PROTECTION AND CONFIDENTIALITY

16.1. The Consumer agrees that the Supplier shall collect, process and store the following personal data: first and last name, PIN, user address and contact details required for Agreement execution. The Consumer shall, at any time, have the right to receive information from the Supplier on all Consumer's personal data processed by the Supplier, as well as the purposes and method of processing such data. The Consumer shall update its personal data it has with the Supplier within 30 days as of the change thereof, otherwise the data already provided shall be applied.

16.2. The Supplier shall take any technical and organizational measures to protect the Consumer's personal data in accordance with the Law on Personal Data Protection. The Supplier may transfer the Consumer's personal data to the EU countries in accordance with the company's

technical and organizational measures. If there is a violation of the Consumer's personal data, the Consumer shall be notified thereof within the legally stipulated period.

16.3. The Consumer can obtain all information on its personal data processing at lichnipodatoci@evn.mk

16.4 Each Party undertakes that during the term of the Supply Agreement and for a period of two years after its termination, except as allowed by Art. 15.5, it shall not disclose to any person any Confidential Information relating to the terms of the Supply Agreement and any information provided in connection with the Supply Agreement.

16.5 Either Party may disclose the other Party's Confidential Information:

- (a) To its employees, officers, representatives or advisers who need to know such information for the purpose of exercising such Party's rights or performing such Party's obligations pursuant to or in connection with the Supply Agreement. Each Party shall ensure that its employees, officers, representatives or advisors to whom it discloses the other Party's Confidential Information comply with this Section 16;
- (b) As required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
- (c) Upon prior written consent obtained from the other Party.

Supplier

EVN Makedonija Elektrosnabduvanje DOOEL Skopje