In accordance with Article 110, paragraph (2) of the Law on Energy (“Official Gazette of the Republic of North Macedonia” No. 101/25 and 135/25), the Organised Electricity Market Operator, following prior approval by the Energy Regulatory Commission of the Republic of North Macedonia on 20.04.2026 (“Official Gazette of the Republic of North Macedonia” No. 83/25), shall hereby adopt the following:

RULES ON THE OPERATION OF THE ORGANISED ELECTRICITY MARKET

CHAPTER I. GENERAL PROVISIONS

Subject Matter

Article 1

(1) These Rules shall, in particular, regulate the procedures, principles and standards for the organisation and functioning of the organised electricity market, the principles and rules for financial settlement, the manner of publication of data necessary for the functioning of the market, as well as other matters necessary for its operation.

(2) The organised electricity market shall be implemented as:

1) Day Ahead Market, and
2) Intraday Market.

Principles

Article 2

(1) The organised electricity market shall be organised in accordance with the principles of transparency, non-discrimination, equal common or individual access of market participants, market integrity, and protection of confidential information.

Legal Nature of Transactions and Supervisory Authorities

Article 3

(1) Transactions concluded on the organised electricity market in accordance with these Rules shall be deemed to constitute contracts for the sale and purchase of an energy product on the wholesale market within the meaning of Article 3, paragraph (1), point 59 of the Law on Energy*, which are traded on an “Organised Trading Platform” (hereinafter: OTP) and which shall be mandatorily physically settled.

(2) Supervision over the operation of the organised electricity market, including its integrity and transparency, shall be carried out by the Energy, Water Services and Municipal Waste Management

Services Regulatory Commission of the Republic of North Macedonia (hereinafter: Energy Regulatory Commission), in accordance with Articles 270 and 56 of the Law on Energy*.

(3) In addition to cooperation with the Energy Regulatory Commission, the Organised Electricity Market Operator shall also cooperate with the Securities and Exchange Commission and the Commission for Protection of Competition on matters of common interest, in particular in the area of prevention of market abuse and alignment of practices.

Integral sections – Annexes

Article 4

(1) An integral part of these rules are the following Annexes:

1) Annex 1 – Operational Rules;
2) Annex 2 – Clearing and Financial Settlement Rules and
3) Annex 3 – Code of Conduct.

CHAPTER II. TERMS AND DEFINITIONS

Article 5

(1) Certain terms used in these Rules shall have the following meanings:

1) "Auction" shall mean a centralised procedure in the day-ahead market in which participants submit bids for purchase and/or sale for each trading interval of the following day (including price and quantity), after which the Organised Electricity Market Operator (OEMO) matches the bids and determines, for each trading interval, the price and the accepted purchase and sale quantities;
2) “Bank Guarantee” shall mean a form of financial collateral provided in accordance with these Rules;
3) "Banking system" shall mean a system used by the settlement bank for the execution of financial settlement;
4) "Settlement Bank" shall mean a bank with which the OEMO maintains a settlement account and a deposit account. The settlement bank may be either a commercial bank or the settlement system itself;
5) “Cross-Trade” shall mean a transaction in which a market participant appears both on the buying side and on the selling side for the same product;
6) “Delivery Day” shall mean the day on which contractual transactions concluded on the organised electricity market of the OEMO are delivered;
7) “Settlement Day” shall mean the day on which settlement is carried out on the organised electricity market;
8) “Deposit Sub-Account” shall mean an account opened in the name of a clearing participant within the deposit account, in which the participant’s cash deposit is held;
9) “Deposit Account” shall mean a bank account opened with the settlement bank into which the cash deposit is paid;

10) “Interest Rate Agreement” shall mean an agreement between the settlement bank and the OEMO, acting as the service provider for interest rates applicable to the funds in the deposit account;
11) “Participation Agreement” shall mean an agreement between a participant in the organised market and MEMO ;
12) “Agreed Interest Rate” shall mean the interest rate applicable to the funds in the deposit account with the settlement bank, as determined by a cooperation protocol with the settlement bank;
13) “Confidential Information” shall mean any information, whether designated as confidential or not, including but not limited to data, slides, studies, market research plans, marketing plans, concepts, designs, algorithms, test results, processes, formulae, reports, records, findings, financial information, customer data, know-how, software, computer plans, diagrams, business plans, inventions or ideas, the content of discussions/negotiations between the parties or their respective partners, officers, directors, employees, subcontractors, agents, professional advisers, external consultants, representatives of insurance companies, lawyers, suppliers or IT system operators of the parties, which are directly or indirectly related to the trading activities of the parties on the organised electricity market, which are provided by one party or to which access is granted, whether orally, in writing, in electronic form or in any other form, to the other party in connection with or in the context of the permitted purpose, as well as in relation to the content of rules and regulations, with the sole exception of “Available Information”;
14) “Clearing Records” shall mean the settlement document and the related reports providing information on the procedures carried out in the clearing of contractual transactions;
15) “Electricity Transmission System” means the system for transmission of electricity through the transmission network in the Republic of North Macedonia;
16) “Statutory Default Interest” means the interest payable by a market participant in accordance with the applicable laws at the place of business of the OEMO, in the event of failure to fulfil their financial obligations in due time;
17) “Clearing Agent” means a natural person nominated by a market participant and accepted by the OEMOO as a clearing agent authorised to act for the purpose of proper fulfilment of clearing obligations on the organised electricity market on behalf of the market participant;
18) “Delivery of Electricity” shall mean the physical transfer of electricity into the networks or its withdrawal from the networks;
19) “Trader Examination” shall mean an examination through which qualification as a trader on the organised electricity market of MEMO is obtained;
20) “Netting Report” shall mean a report provided by the Organised Electricity Market Operator on netted financial claims and obligations in accordance with the registration of individual final transactions assumed or assigned to the market operator within the multilateral clearing mechanism;
21) “Order Book” shall mean the centralisation by the trading system of purchase and sale orders and their ranking based on execution priority determined by the matching algorithm;
22) “Clearing” shall mean a set of procedures including registration, invoicing, and the provision of financial collateral for transactions;

23) “Clearing transaction” shall mean a transaction established within the process of registering the final contractual transaction cleared, which constitutes the basis for a financial settlement;
24) “Balancing Order (conditional mode of operation)” shall mean a purchase/sale order for electricity submitted by the transmission system operator for the purpose of balancing the system;
25) “Trading Order” shall mean an order with an expiry time limit which constitutes the basis for concluding a contractual transaction;
26) “Orders” shall mean electronic documents by which a participant in the organised market submits the price and quantity for which it intends to conclude a contractual transaction;
27) “Default” shall mean an event in which a participant in the organised electricity market has failed to fulfil their obligations in accordance with the Rules, or the occurrence of an incident and/or existence of circumstances on the basis of which the market operator may conclude that a participant is unable or is expected to be unable to fulfil their obligations;
28) “Non-Working Day” shall mean any Saturday, Sunday, or public holiday in the Republic of North Macedonia on which payment transactions cannot be executed;
29) “Net Creditor” shall mean a market participant that, in respect of a given settlement day, has net financial claims against MEMO;
30) “Net Debtor” shall mean a market participant that, in respect of a given settlement day, has net financial obligations towards MEMO;
31) “Non-Monotonic Order” means an hourly bid for the purchase or sale of electricity in which the offered quantities are not in proper mathematical relation with the offered prices, whereby:
    - for sale bids: each subsequent price point shall contain a quantity that is greater than or equal to the quantity at the previous (lower) price point (monotonically increasing function);
    - for purchase bids: each subsequent price point shall contain a quantity that is less than or equal to the quantity at the previous (lower) price point (monotonically decreasing function);
32) “Authorised Representatives” shall mean persons appointed by participants in the organised electricity market, selected from among their employees, acting under their authorisation or on their behalf, to serve as contact persons for MEMO for the completion of administrative procedures in accordance with these Rules;
33) “Market Segment” shall mean the day-ahead market or the intraday market;
34) “Day-Ahead Market” shall mean a segment of the organised electricity market in which the conclusion of contractual transactions is enabled through an Auction procedure;
35) “Intraday Market” shall mean a segment of the organised electricity market in which continuous trading of electricity is enabled for the conclusion of contractual transactions close to the time of physical delivery, as defined in these Rules;
36) “Market Notice” shall mean a document issued by MEMO for the purpose of informing market participants;
37) “Market Coupling” shall mean a mechanism for integrating electricity markets from different bidding zones through implicit allocation of interconnection capacities and price formation in an anonymous, market-based and non-discriminatory manner;

38) “Applicant” shall mean a legal entity that submits an application for participation in the organised market to MEMO;
39) “Rules and Regulations” shall mean a set of documents issued by MEMO and related to organised electricity trading;
40) “Bank Cooperation Protocol” shall mean a cooperation protocol between the settlement bank and MEMO governing their mutual obligations;
41) “Working Day” means any day from Monday to Friday on which payment transactions may be executed;
42) “Delivery Period of a Contractual Transaction” means the period for delivery of a contractual transaction;
43) “CET” shall mean Central European Time;
44) “CEST” shall mean Central European Summer Time;
45) “Trading System” shall mean an electronic system operated by MEMO or a service provider appointed by MEMO, through which market participants are enabled to trade on MEMO’s market segments;
46) “Curtailment” shall mean a situation in which purchase and sale orders are not matched, resulting in the reaching of technical price limits in part of the auction;
47) “Settlement Account” shall mean a bank account opened with the settlement bank through which net financial settlement is carried out;
48) “Trading Account” shall mean a username and password enabling access to the trading systems;
49) “Technical Access Rules” shall mean instructions relating to the configuration, installation and security requirements of the trading systems;
50) “Market Trader” shall mean a nominated natural person proposed by a market participant and accepted by the Organised Electricity Market Operator, who trades on behalf of the market participant;
51) “Trading Interval” shall mean the basic time interval, which may be 15, 30 or 60 minutes;
52) “Contractual Transaction” shall mean a concluded contract for the purchase or sale of specified quantities of capacity, electricity and system services within a defined period between market participants;
53) “Market Participant” shall mean a legal entity that has concluded a Participation Agreement with MEMO;
54) “Balancing Trading Phase” shall mean a phase of the continuous session of the intraday market in which a contractual transaction may be concluded only where one of the parties is the transmission system operator (acting as buyer or seller for the purposes of balancing the electricity system), i.e. orders may be matched exclusively with a balancing order;
55) “Financial Collateral” shall mean any security that a market participant is required to provide as a guarantee for the fulfilment of their obligations towards the market operator;
56) “Financial Settlement” shall mean the procedure for the fulfilment of financial obligations arising from final transactions concluded by a market participant;
57) “Price List” shall mean the fees payable by market participants when trading on the organised electricity market of the OEMO, determined by a decision subject to prior approval by the Energy

Regulatory Commission, as described in the Annex "Operational Rules", which forms an integral part of these Rules;

58) "Sell Indicator" shall mean an indicator used where a market participant intends to submit a sell order with a negative (–) sign; and
59) "Buy Indicator" shall mean an indicator used where a market participant intends to submit a buy order without any sign.

(2) For the purposes of these Rules, the definitions set out in the Law on Energy* and the relevant secondary legislation shall apply.

CHAPTER III. ORGANISATION AND SUPERVISION OF THE MARKET

Organisation of the Market

Article 6

(1) MEMO DOOEL Skopje (hereinafter: MEMO) is a company which, in accordance with the Law on Energy*, establishes and organises the operation of the OEMO.

(2) MEMO, by a decision of the Government of the Republic of North Macedonia adopted upon prior proposal of the Energy Regulatory Commission, has been designated as the single Nominated Electricity Market Operator (NEMO) in the territory of the Republic of North Macedonia

(3) The OEMO shall be obliged to:

1) establish and operate the organised electricity market;
2) establish and operate the clearing system of the organised electricity market;
3) register and maintain records of participants in the organised electricity market;
4) publish market notices necessary for the proper organisation, operation and performance of activities related to the organised electricity market;
5) receive orders from participants in the organised electricity market;
6) organise and conduct trading on the organised electricity market;
7) determine prices and trading volume results for the organised electricity market;
8) perform tasks related to the registration, clearing and financial settlement of transactions;
9) maintain and update the trading and clearing calendar;
10) perform other tasks provided for in the Law on Energy*, these Rules and other applicable regulations.

(4) MEMO shall not engage in trading activities, except where authorised to do so in accordance with the Law on Energy*, the Rules on Registration of Participation in the Electricity Market and Organisation of the Bilateral Contracts Market, or other applicable regulations.

(5) MEMO may conclude agreements for the delegation of part of their operational tasks related to the operation of the organised electricity market. MEMO shall inform market participants of the name of their service provider, as well as of the delegated activities, by issuing a Market Notice. Notwithstanding the foregoing, MEMO shall in all cases remain responsible to market participants for the operation of the organised electricity market, irrespective of whether the performance of a specific task has been delegated or not.

Organised Market Board

Article 7

(1) In order to ensure independent, external and professional oversight of the functioning of the organised electricity market, an Organised Electricity Market Board shall be established.

(2) The Organised Market Board shall be a body elected by market participants, which provides proposals related to these Rules and to general decisions concerning the organised electricity market

(3) The Organised Market Board shall consist of at least nine members, who may be representatives of market participants and/or experts and professionals nominated in their personal capacity ("other parties").

(4) The members of the Organised Market Board shall be elected for a period of two years. The election and functioning of the Organised Market Board shall be governed by specific rules adopted by the OEMO.

Market Surveillance

Article 8

(1) MEMO shall appoint, from among its employees, a market surveillance function for the organised electricity market (hereinafter: the surveillance body) as a body of the organised electricity market, which shall cover each market segment separately.

(2) The surveillance body shall be independent in its decision-making and in the manner of organising and performing its duties.

(3) The surveillance body may refuse instructions from MEMO at its own discretion where such instructions are contrary to its tasks as a market surveillance body.

(4) OEMO may request the surveillance body to conduct investigations within the scope of its duties.

(5) Where the surveillance body has reasonable grounds to suspect that breaches of these Rules or of other applicable legal provisions related to the OEMO have occurred, or that other irregularities exist which may jeopardise the orderly operations of trading, transparency and integrity of the organised electricity market, it shall be obliged to immediately inform the OEMO and the Energy Regulatory Commission.

Article 9

(1) In order to complete its tasks, the surveillance body shall conduct specific investigations.

(2) Where necessary, the surveillance body may request from market participants:

1) the submission of additional information and documents;
2) the provision of information on the ultimate beneficial owner, i.e. the beneficiary of a transaction.

(3) Where the surveillance body determines that a transaction is not in compliance with these Rules, it shall be obliged to immediately inform the OEMO, and by decision of the OEMO, the respective market participant may be excluded from trading on the organised electricity market.

(4) The Surveillance shall not have the authority to impose sanctions, but shall inform the OEMO and, in case of suspicion of a breach of Article 56 of the Law on Energy*, shall submit a notification to the Energy, Regulatory Commission.

Article 10

The surveillance body shall submit monthly reports to the OEMO and, where requested, to the organised market board.

Information Sharing with Competent Authorities

Article 11

(1) The OEMO shall fully cooperate with the Energy Regulatory Commission in order to ensure harmonised and efficient trading on the organised electricity market.

(2) The surveillance body may provide data related to the execution of transactions to authorities competent for monitoring electricity trading and may receive data from such authorities where this is necessary to ensure orderly trading and settlement of transactions on the organised market.

(3) Such data may be provided to the authorities referred to in paragraph (2) of this Article, provided that they and the persons engaged by them have undertaken confidentiality obligations. The authorities shall be informed that the information may be treated as confidential, even where not specifically designated as such, and that it shall be used solely for the purposes for which it has been provided.

(4) The surveillance body shall inform the OEMO of the data exchanged with the competent authorities.

Cooperation with the Commission for Protection of Competition

Article 12

(1) Where, in the performance of its duties in accordance with Article 8 of these Rules, the surveillance body acquires reasonable grounds to suspect the existence of prohibited agreements, decisions or concerted practices within the meaning of Article 7 of the Law on Protection of Competition, or an abuse of a dominant position within the meaning of Article 11 of the Law on Protection of Competition, it shall, without delay, submit all relevant information and evidence to the Commission for Protection of Competition of the Republic of North Macedonia.

(2) The OEMO shall establish a cooperation protocol with the Commission for Protection of Competition for the purpose of efficient exchange of information and coordination of supervisory activities, in accordance with Article 28, paragraph (6) of the Law on Protection of Competition.

(3) The obligation to notify the Commission for Protection of Competition shall not exclude the obligation of the surveillance body to notify the OEMO and the Energy Regulatory Commission in accordance with Article 8, paragraph (5) of these Rules.

CHAPTER IV. MARKET PARTICIPANTS

Participants in the Organised Electricity Market

Article 13

(1) The status of a market participant for the respective segment of the organised electricity market shall be acquired by a person whose application for admission has been accepted and who has concluded a Participation Agreement with the OEMO.

(2) Upon acquiring the status referred to in paragraph (1) of this Article, the market participant shall obtain the right to submit orders and to trade in the respective segment, in accordance with these Rules.

Segments of the Organised Market

Article 14

(1) The application for registration and the Participation Agreement shall relate to one or both segments of the organised market referred to in Article 1, paragraph (2) of these Rules, in accordance with the applicant's choice. The rights and obligations of the market participant shall apply only to the segments of the organised market for which it has been admitted and for which it has concluded a Participation Agreement, unless otherwise provided in these Rules.

Conditions for Registration and Participation in Trading on the Organised Market

Article 15

(1) A condition for the registration of an applicant shall be:

1) to be registered in the Register of Participants in the Bilateral Contracts Market (RPM); and

2) to have established balancing responsibility, in accordance with the Rules on Registration of Participation in the Electricity Market and Organisation of the Bilateral Contracts Market.

(2) The applicant shall be allowed to participate in trading on the organised market where they:

1) have obtained all necessary authorisations for trading in electricity;

2) have appointed persons for clearing and financial settlement on the organised market;

3) have appointed traders on the organised market; and

4) have the necessary technical capability for access to and trading on the systems of the market operator.

Required Documentation for Registration on the Organised Market

Article 16

(1) The application for registration on the organised market shall include the following:

1) a completed application form – Application for Registration on the Organised Market;
2) a signed template Participation Agreement for the organised market;
3) proof of registration in the Register of Participants in the Bilateral Contracts Market (RPM) (to be obtained ex officio by the OEMO); and
4) an extract from the current status not older than six months.

(2) The documents referred to in paragraph (1) of this Article shall be submitted to the OEMO and may be in Macedonian or English. All documents issued in other languages shall be submitted in the original language together with a translation into Macedonian or English certified by an authorized court translator.

(3) The OEMO may request additional information reasonably necessary to take into account the specific characteristics of the applicant.

(4) The applicant shall guarantee that the information provided is accurate and true and shall substantiate this by submitting original documents and/or notarized copies thereof.

Decision on Registration on the Organised Market

Article 17

(1) The OEMO shall adopt a decision on the registration of a participant on the organised electricity market within 5 (five) working days from the submission of the application.

(2) An application for registration may be submitted for one or more segments of the organised market referred to in Article 1, paragraph (2) of these Rules.

(3) Where the application is incomplete, the OEMO shall, within a period not exceeding 5 (five) working days, notify the applicant to complete the application.

(4) Where the applicant fails to act in accordance with the notification referred to in paragraph (3) of this Article, the OEMO shall adopt a decision rejecting the application.

(5) In deciding on the application, the OEMO shall verify the submitted documentation and assess compliance with the admission conditions. Where all participation requirements are met, the OEMO shall conclude the Participation Agreement and issue a notification of admission to the new market participant.

(6) The market participant shall be entitled to submit orders and trade in the segments of the organised market for which it is registered upon receipt of the registration notification, unless the Participation Agreement or the notification specifies a later activation date/time.

(7) The registration of a new participant shall be published on the website of the OEMO.

(8) Where the OEMO adopts a decision rejecting the application for registration, it shall clearly and unambiguously state the reasons for the rejection in the decision.

(9) Against decisions of the OEMO, the applicant shall have the right to lodge an appeal with the Energy Regulatory Commission, in accordance with Article 73, paragraph (1), item 4) of the Law on Energy*.

Authorised representatives and nominated persons

Article 18

(1) The market participant shall appoint at least one authorised contact person who shall act as the contact point for administrative procedures undertaken in accordance with these Rules.

(2) The market participant shall, in accordance with the requirements and technical conditions of the OEMO, appoint nominated persons for:

1) trading (submission, amendment and withdrawal of orders); and
2) clearing and financial settlement (invoicing and payment).

Technical access to the organised market

Article 19

(1) The market participant shall ensure and maintain IT equipment enabling connection to and continuous, uninterrupted use of the trading and clearing systems of the organised market.

(2) The IT equipment and systems of the participant shall comply with the minimum cybersecurity standards prescribed by the OEMO in a separate document entitled “Technical Access Rules”. These standards, in accordance with Article 65 of the Law on Energy*, shall include, but not be limited to:

1) mandatory use of firewalls and antivirus software;
2) implementation of strong passwords and multi-factor authentication for access to trading system;
3) encryption of communication with the OEMO platforms;
4) regular updating of software and operating systems; and
5) establishment of procedures for responding to security incidents.

(3) The OEMO shall have the right to carry out periodic checks or to request evidence of participants’ compliance with the standards referred to in paragraph (2) of this Article. Non-compliance may constitute grounds for temporary suspension of access to the trading systems.

(4) The OEMO shall assign to the market participant a Trading Account, together with usernames and passwords for each trading system.

(5) The OEMO shall assign to the market participant a clearing user account enabling access to the clearing portal.

(6) The OEMO shall grant the market participant access limited to viewing their Deposit Sub-Account in which their cash deposit is held.

Market traders

Article 20

(1) Market participants shall operate on the organised electricity market through persons – traders – who are authorised by them or act on their behalf. Participants shall notify MEMO of all changes in the list of authorised market traders.

(2) Market traders shall be identified within the trading systems and shall be the only persons authorised to submit, amend or cancel orders.

(3) Where nominated persons hold a trading certificate issued by another organised market operator using the same trading systems, the OEMO shall recognise such certificate as valid.

(4) Only market traders holding a valid trading certificate confirming their knowledge of the use of the OEMO trading systems may perform activities on the organised market.

(5) Market traders shall be familiar with documents issued by the OEMO, in particular those relating to:

1) the structure and environment of the organised market;
2) the specifications of contractual transactions;
3) the use of trading systems;
4) settlement mechanisms;
5) the method of delivery; and
6) the risks of the traded products.

(6) Market traders who do not hold a valid certificate may obtain certification by passing a trader examination following training provided by the OEMO. Passing the examination confers qualification as a trader on the organised market.

Duration, suspension and termination of market participation

Article 21

(1) Participation in the organised electricity market shall last for the duration of the Participation Agreement.

(2) Any market participant may partially withdraw and place their market participation on hold by submitting written notification to the OEMO.

(3) Full withdrawal shall be effected by termination of the Participation Agreement and shall be governed by the provisions of that Agreement.

(4) The OEMO shall have the right at any time to suspend or terminate, in whole or in part, the participation of any market participant by suspending or terminating the Participation Agreement through written notification to the participant in the following cases:

1) where the participant no longer fulfils the admission conditions in accordance with these Rules;
2) where they fail to fulfil their obligation to pay trading fees;
3) where their activities undermine market integrity;
4) where they fail to comply with the technical specifications set out in these Rules; and
5) in other cases provided for in these Rules.

(5) In the cases referred to in paragraph (4), the OEMO shall have the right to immediately suspend the participant's participation by written notification and, where the suspension is based on paragraph (4), point 3), shall inform the Energy Regulatory Commission. Where the participant fails to remedy the grounds for suspension within 15 days, the OEMO shall notify the participant of the termination of the Participation Agreement.

(6) Where a market participant is suspended from the electricity market or has lost balancing responsibility in accordance with the Rules on Registration of Participation in the Electricity Market and Organisation of the Bilateral Contracts Market, the OEMO shall suspend the participant from trading on the organised market.

(7) Suspension or termination of a market participant shall result in suspension or cessation of activities on the organised market.

(8) A suspended market participant shall cancel all orders in the systems and shall not be entitled to submit new orders as from the date of suspension.

(9) Where the market participant fails to cancel their orders or submits new orders, the OEMO shall cancel such orders on behalf of that participant.

(10) Suspension or termination of participation in the organised market shall not release the market participant from their obligations under these Rules, including all financial obligations arising from their activities on the organised market prior to the date of suspension or termination.

(11) Where a market participant is suspended, the OEMO shall remove the participant from the list of participants on its website.

Provision of information

Article 22

(1) Market participants shall immediately inform the OEMO of any changes in factual or legal circumstances which may result in the admission conditions no longer being fulfilled, in particular changes relating to:

1) the legal form, name and registered seat of the market participant;
2) the ownership structure; and

3) the authorised person(s).

(2) Upon request of the OEMO, all market participants shall immediately submit all documents related to the changes referred to in paragraph (1) of this Article.

CHAPTER V. CONTRACTS, TRANSACTIONS AND MARKET SEGMENTS

Contractual Transactions

Article 23

(1) Approved contractual transactions concluded on the organised market shall constitute commercial contracts for the physical delivery of electricity within the Macedonian electricity market.

(2) The execution of contractual transactions on the organised market shall entail an irrevocable obligation on a specified date and at a specified time, namely:

1) for the buyer, to take delivery of the contractual transaction and to perform settlement at the defined price; and

2) for the seller, to deliver the contractual transaction and to receive settlement at the defined price.

(3) On the organised market, in all segments, the delivery obligation shall be performed by means of nomination of contractual transactions to the Transmission System Operator (TSO) and the OEMO, in accordance with the Rules on Registration of Participation in the Electricity Market and Organisation of the Bilateral Contracts Market.

(4) In the event of a discrepancy between nominations submitted by the OEMO and the market participant, the nomination submitted by the OEMO shall prevail.

Listing of contractual transactions

Article 24

(1) The contractual transactions which the OEMO may list on the organised electricity market shall include:

1) products for physical delivery on the day-ahead market; and
2) products for physical delivery on the intraday market.

(2) The OEMO shall decide on the introduction and/or withdrawal of products traded on the organised market. The Organised Market Board may submit proposals for the introduction or withdrawal of products from the organised market.

(3) The OEMO may decide to temporarily or permanently disallow one or more contractual transactions. Except in exceptional circumstances, such decision shall be communicated to market participants by means of a Market Notice.

Withdrawal and suspension of products

Article 25

(1) The OEMO may withdraw the admission of a product traded on the organised market or suspend trading on the organised market where the normal functioning of the organised market is endangered or where market integrity is compromised.

(2) In the event of any withdrawal of product admission or any suspension of trading on the organised market, the OEMO shall immediately inform market participants. Where trading in certain products on the organised market is wholly or partially suspended, market participants shall not be permitted to submit new orders for such products.

(3) In the cases referred to in paragraphs (1) and (2) of this Article, all existing orders containing such products shall be cancelled.

(4) In the event of suspension of products, the OEMO may issue different instructions on a case-by-case basis.

Action in Case of an Energy Crisis

Article 26

(1) In the event of the declaration of an energy crisis by the competent authorities, in accordance with Article 32 of the Law on Energy*, the OEMO shall act in accordance with the measures prescribed in the Risk Preparedness Plan and the decisions of the competent state authorities.

(2) The OEMO, in close coordination with the Ministry of Energy, Mining and Mineral Resources and the Transmission System Operator (TSO), may adopt a decision on:

1) temporary suspension of trading on the day-ahead market and/or the intraday market on the basis of a decision adopted pursuant to Article 89 of the Rules on Registration of Participation in the Electricity Market and Organisation of the Bilateral Contracts Market;
2) modification of the trading timelines defined in these Rules; and
3) introduction of other specific measures necessary to maintain the stability of the electricity system, provided that such measures are necessary, proportionate, non-discriminatory and temporary, in accordance with Article 32, paragraphs (7) and (8) of the Law on Energy*.

(3) The OEMO shall immediately inform all market participants of any measures taken pursuant to paragraph (2) of this Article by means of an official Market Notice.

(4) Upon cessation of the crisis situation, the OEMO shall restore the normal operating regime of the organised market and shall inform market participants accordingly.

Market Segments and Trading Procedures

Article 27

(1) Contractual transactions on the organised market in the day-ahead segment shall be carried out through a process of matching trading orders submitted by all participants by means of an auction process.

(2) The opening and closing times of the order book for the day-ahead market, which define the start and end of a given auction, shall be determined by the OEMO, as specified in Annex 1 – Operational Rules, which forms an integral part of these Rules.

(3) The OEMO may extend or shorten the trading time, as well as the start of any of the trading periods for a given auction, in order to maintain conditions for orderly trading in the day-ahead market segment or for technical reasons related to the OEMO trading systems.

(4) The trading time for the day-ahead market segment shall consist of three consecutive periods:

1) pre-trading period;
2) trading session; and
3) post-trading period.

(5) The pre-trading period shall be the period during which the order book for trading in the day-ahead segment is open and market participants may freely submit, modify or delete orders for product trading.

(6) The trading session shall be the period during which the order book is closed and all active orders for product trading from all participants are registered. During this period, the trading system calculates the price achieved in the day-ahead segment and performs the allocation of traded quantities to participants.

(7) The post-trading period shall be the period during which the results of the auction, the allocation of traded quantities and the distribution of contractual transactions for each participant individually are published in an anonymous manner.

Article 28

(1) Contractual transactions on the organised market in the intraday market segment shall be concluded through a process of continuous matching of product trading orders with price-time priority for the delivery period of the contractual transaction.

(2) The opening and closing times of the order book, which define the start and end of the continuous trading session for the intraday market, shall be determined by the OEMO, as specified in Annex 1 – Operational Rules, which forms an integral part of these Rules.

(3) The OEMO may extend or shorten the trading time, as well as the start of any trading periods for the continuous session, in order to maintain conditions for orderly trading in the intraday market segment or for technical reasons related to the OEMO trading systems.

(4) The trading time for the intraday market segment shall consist of two consecutive periods:

1) pre-trading period; and
2) post-trading period.

(5) The pre-trading period shall be the period during which the order book for trading in the intraday market segment is open and market participants may freely submit, modify or delete orders for product trading for a trading interval.

(6) The post-trading period shall be the period during which the order book closes the trading interval and allocates contractual transactions for that trading interval. Market participants shall not be allowed to submit trading orders for a closed trading interval.

Orders

Article 29

(1) Orders submitted to the OEMO trading systems shall, in particular, contain:

1) order identification;
2) the type of product entered with the order;
3) identification of the market participant;
4) the trading account under which the order is registered;
5) designation of the bidding zone;
6) quantity;
7) price;
8) market side (buy or sell order); and
9) the type, validity and execution conditions of the order.

(2) The order book and contractual transactions shall be anonymous.

Intellectual Property and Licensing

Article 30

(1) The OEMO has obtained all licences necessary for the performance of its obligations related to the use of the trading systems for the Day-Ahead Market and the Intraday Market, as well as for the transmission of orders.

(2) Each Party shall retain ownership of any documents, data, and information of any kind transmitted to the other Party pursuant to these Rules, as well as those to which either Party may have access.

(3) The Market Participant warrants to the OEMO that it holds the necessary authorisations and/or ownership rights and/or licensing agreements for all configurations, firmware, and software required for trading. Where the Market Participant uses a software application to access the organised market, and where a licence or equivalent right is required for such application, the provisions governing such licence or right shall either be annexed to these Rules or provided by the OEMO to the Market Participant, who shall be obliged to comply with them.

(4) The Market Participant shall respect the intellectual property rights of the OEMO and of all third parties providing system or software applications necessary for access to the organised market. The Market

Participant shall take all reasonable measures with respect to their personnel and third parties to protect such rights and, in particular, shall refrain from altering any proprietary notices or copyright indications contained in materials provided by the OEMO. The Market Participant shall not remove or modify any copyright notices, trademarks, trade names, or other intellectual property designations.

Use of Data

Article 31

(1) The OEMO shall be the owner of market data arising from contractual transactions on the organised electricity market and shall have the right to use trading volume data based on orders submitted by Market Participants for statistical purposes. Such statistics may be publicly disclosed, provided that the data are anonymised.

(2) Where a Market Participant engages an external service provider in connection with their activities on the organised electricity market, the agreements concluded with such service provider shall include the provision referred to in paragraph (1) of this Article.

(3) The Market Participant shall use market data exclusively for the purposes of trading on the organised electricity market and for their own needs.

(4) Each Party authorises the other Party to use their corporate or trade name as a commercial reference.

(5) The OEMO shall not disclose information concerning the activities of a Market Participant nor share such information with any third party, except with entities or institutions directly involved in the performance of duties and responsibilities arising from these Rules or from the Rules on Registration of Participation in the Electricity Market and Regulation of the Bilateral Contracts Market, provided that such disclosure is necessary for the implementation of these Rules.

Principles and limitation of liability

Article 32

(1) Neither Party shall be deemed liable in the following cases:

1) In the event of force majeure, meaning any event beyond the control of the affected Parties, which could not reasonably have been foreseen and whose effects could not be avoided by reasonable measures, resulting in the inability to perform under the rules and regulations, including:

    1. strikes, including those occurring at the premises of the OEMO's service providers;
    2. any law or regulation restricting the provision of services and any decision of public authorities; and
    3. any event qualified as force majeure under the agreements governing the terms and conditions for the use of the transmission network and the transmission system usage fee concluded with the TSO, as referred to in these Rules, including their annexes;

2) malfunction of a service used by the non-performing Party, where such malfunction is attributable to circumstances beyond their control, including, inter alia, the unavailability, failure, or interruption of telecommunications networks or limitations imposed by telecommunications operators or other service providers;
3) inaccuracy, partial or complete unavailability, or incompleteness of technical information or data obtained from third parties; and
4) destruction of digital data during transmission via the internet or upon receipt or dispatch from the computer hardware used for communication between the Market Participant and the OEMO.

(2) In the cases referred to in paragraph (1) of this Article, the OEMO and the Market Participant may be held liable only for direct damage suffered by the other Party in the event of a breach of any obligation laid down in the rules and regulations.

(3) By way of derogation from paragraph (2) of this Article, direct damage shall not include commercial damage, business loss, commercial disruption of any kind, or loss of profit, which may arise, inter alia, from the absence of communication or the processing of orders.

Ex-officio cancellation by the OEMO

Article 33

(1) The OEMO may, ex-officio, cancel a contractual transaction on the organised market, where this is technically and operationally feasible, and where one of the following conditions is met:

1) the transaction or the order is not in compliance with these Rules or other applicable regulations;
2) an obvious error or a technical malfunction has occurred in the trading systems; and
3) there is a risk of jeopardising the stability of the functioning of the organised market.

(2) Ex-officio cancellation may be initiated by the OEMO either on its own initiative or upon a justified request by one or more Market Participants.

(3) In the case of ex -officio cancellation, the OEMO shall:

1) notify the Market Participant(s) by electronic mail and through the trading systems, without undue delay;
2) record the reason, time, and scope of the cancellation in the event log; and
3) update all affected positions and available financial limits.

(4) Where the cancelled contractual transaction has already been subject to clearing and financial settlement, the OEMO shall implement the appropriate correction in accordance with Annex 2 – Clearing and Financial Settlement.

(5) The OEMO shall, where appropriate, publish a notice of the ex officio cancellation, without disclosing the identity of the Market Participant.

(6) Ex-officio cancellation by the OEMO pursuant to this Article shall constitute a final operational decision, which shall be recognised as such by the Market Participants.

Liabilities of the OEMO

Article 34

(1) The OEMO, or other persons engaged by the OEMO, shall accept liability for damages arising from the use of the OEMO trading systems only if and to the extent that such damages result from gross negligence or wilful misconduct of its bodies or representatives.

(2) The OEMO shall not be liable for adverse consequences in the following cases:

1) inability or difficulty of a Market Participant to access the OEMO trading systems due to hardware or access equipment for which the Market Participant or a third party is responsible;
2) indirect damage, such as commercial damage, loss of business, business interruption of any kind, or loss of profit, which may arise, inter alia, from lack of communication or order processing; it being understood that any legal proceedings initiated against a Market Participant by a third party shall constitute indirect damage and shall not give rise to any right to compensation. The Market Participant shall indemnify and hold harmless the OEMO in all legal proceedings or claims and shall release it from liability in respect of any judgments against the Market Participant, regardless of the grounds and nature of the claim;
3) objections to trading carried out by a Market Participant where such objections are raised after the cancellation period; and
4) cases of force majeure affecting delivery. Such events shall include those considered as force majeure under the network access agreements concluded with the TSO, as referred to in these Rules.

(3) In the event that the OEMO is held liable, the Parties expressly agree that the total compensation for damages shall not exceed EUR 100,000 in denar equivalent per year, covering all events. Where the OEMO is held liable for damages, it shall compensate the affected parties, provided that the aggregate amount of all compensation payments within a calendar year shall not exceed EUR 100,000 in denar equivalent, covering all events.

General Conditions for the Provision of Services

Article 35

(1) Each Party (the OEMO and the Market Participant) may engage one or more service providers or subcontractors of their own choosing for the performance of the provisions of these Rules.

(2) The service providers or subcontractors engaged in the operation of the trading systems and the clearing and settlement system shall be communicated to the Market Participants by means of a notice.

(3) The Party engaging a subcontractor or service provider shall remain responsible for the performance of obligations and compliance with these Rules.

(4) Each Party authorises the other Party to provide their service providers or subcontractors, where necessary, with the information required for the performance of their obligations. In doing so, the Parties shall ensure that their contractual arrangements with service providers or subcontractors are compatible with these Rules, in particular with the provisions governing confidentiality of data and business secrets.

Technical Systems

Article 36

(1) The OEMO shall undertake to use standard resources in the implementation of information systems in order, to the extent possible, to ensure continuity and availability of the services provided under these Rules.

(2) In the event of a malfunction of the trading system that may affect a Market Participant, the OEMO shall inform the affected Market Participant of the nature and expected duration of such malfunction.

(3) The Market Participant shall access the trading systems exclusively through the electronic system for transmission and receipt of orders designated by the OEMO.

(4) The Market Participant shall comply with the procedures for access to the OEMO systems.

(5) The Market Participant shall maintain hardware and software environments in compliance with the Technical Documentation for Access to the OEMO systems.

(6) Where the use of services by a Market Participant disrupts the operation of the trading system, the OEMO or an authorised third party shall contact the Market Participant in order to eliminate such disruptions.

(7) The Market Participant shall not conceal their true identity or assume the identity of another.

(8) Upon request of the Market Participant, the OEMO shall provide the technical and operational documentation necessary for the management of the technical equipment for access to the services. Where such disruptions cannot be eliminated within a reasonable period or where they jeopardise the trading system, the OEMO may temporarily suspend the Market Participant’s access to the market, without prejudice to the application of the other provisions of these Rules and to the right to compensation for damages arising from such disruptions.

(9) The Market Participant shall take all necessary steps to comply with the technical specifications in accordance with the Technical Documentation for Access to the OEMO systems.

Use of Systems by the Market Participant

(1) The Market Participant shall use the services provided by the OEMO, the technical facilities for access to such services, the related hardware and software, IT and telecommunications equipment, as well as transmission media:

1) in compliance with applicable laws and regulations;
2) in accordance with the technical documentation;
3) in accordance with the rules and regulations of the OEMO;
4) solely in connection with the services provided by the OEMO; any other use, connection to other networks, or sharing of files or data with other networks or applications shall require prior written approval from the OEMO; and
5) without making them available to unauthorised third parties under the rules and regulations of the OEMO, and without assigning, sub-licensing, modifying, pledging, transferring, or otherwise making them available to third parties in any form.

(2) The OEMO shall provide functional support to the Market Participant, as defined in the rules and regulations of the OEMO.

Security Measures

Article 37

(1) The OEMO and the Market Participant shall comply with physical and logical security measures intended to protect the integrity of the other Party's systems. Each Party shall retain full control, directly or indirectly, over the structure and implementation of their policy for granting logical network access authorisations.

(2) Each Party shall bear full responsibility for developing policies, rules, methods, and procedures in this area and may update them in order to maintain and improve the protection of their IT resources in accordance with these Rules and the technical documentation.

(3) With regard to access to systems, each Party shall be responsible for organising internal logical and physical security measures, including restricting access to the premises where equipment is located, in order to protect their access credentials from unauthorised third parties.

(4) Prior to transmitting any information through the data transmission systems established for access to the OEMO, each Party shall ensure that measures are taken to prevent, in particular, the spread of computer viruses through the other Party's systems and configurations.

(5) Each Party shall define backup procedures for instructions, data, and files. If either Party detects that an unauthorised third party has accessed the systems, it shall notify the other Party in order to investigate the cause of such access and shall request that appropriate measures be taken.

(6) The Market Participant agrees that the OEMO may record telephone conversations and acknowledges that such recordings may constitute admissible evidence.

(7) Each Party shall be responsible for taking appropriate measures to protect their own data, software, and hardware from access by unauthorised third parties and from infection by computer viruses, through logical and physical security measures, including firewalls implemented in accordance with accepted practice.

(8) The Market Participant shall be responsible for establishing connectivity to the trading systems of the Day-Ahead Market and the Intraday Market. In doing so, the Market Participant shall obtain the necessary administrative authorisations, arrange the required subscriptions and connections, or ensure that these are arranged on their behalf.

(9) The Market Participant shall upgrade their services and technical access facilities to the trading systems as soon as such upgrades are made available by the OEMO. The OEMO shall provide such upgrades either to improve the services provided to the Market Participant or due to technical requirements, of which the Market Participant shall be duly informed.

Tariff Schedule

Article 38

(1) Upon prior approval by the Energy Regulatory Commission, the OEMO shall adopt a decision determining the level of fees for participation in the organised electricity market and shall publish them on its website.

(2) The structure of the fees for the operation of the organised market shall include:

1) admission to the organised electricity market;
2) annual fee for participation in the Day-Ahead Market;
3) annual fee for participation in the Intraday Market;
4) fee for contractual transactions in the Day-Ahead Market;
5) fee for contractual transactions in the Intraday Market;
6) fee for clearing and settlement of contractual transactions;
7) fee for trading on behalf of a Market Participant; and
8) fee for non-standard users of the trading systems.

(3) Annual fees shall be payable on a quarterly basis and invoiced at the beginning of each calendar quarter. Where a Market Participant does not participate for the entire quarter, the fees shall be calculated on a monthly basis and shall be payable from the month following admission and invoiced at the beginning of the quarter following the month of admission.

(4) Transaction fees shall be calculated and invoiced on a monthly basis.

(5) All banking costs in the payment process shall be borne by the Market Participant.

(6) All payments shall be made in Macedonian denars in accordance with national payment regulations.

(7) All fees for the services of the OEMO are exclusive of VAT and shall be charged in accordance with Macedonian tax legislation.

(8) The market operator may determine additional discounts, which shall be published on the MEMO website.

CHAPTER VI. TRANSITIONAL AND FINAL PROVISIONS

Applicable Laws and Provisions

Article 39

(1) All matters relating to these Rules, trading, clearing, and related activities shall be governed by the applicable legal framework of the Republic of North Macedonia.

(2) Transactions shall be deemed to have been concluded in Skopje, Republic of North Macedonia.

(3) The place of clearing of transactions shall be deemed to be the registered seat of the OEMO.

Dispute Resolution

Article 40

(1) In relation to the application of these Rules and to the acts and actions of the OEMO concerning registration of participation, trading, clearing, and financial settlement, the OEMO shall decide upon requests and complaints submitted by Market Participants in accordance with these Rules.

(2) An appeal against a decision of the OEMO may be lodged with the Energy Regulatory Commission of in accordance with Article 73, paragraph (1), point 4) of the Energy Law*. Such appeal shall not suspend the execution of the decision.

Interpretation and Entry into Force

Article 41

(1) All time references in these Rules shall refer to CET and CEST.

(2) The existing Organised Market Board shall continue to perform its functions in accordance with the applicable rules until the appointment of a new Organised Market Board.

(3) As of the date of entry into force of these Rules, the Rules on Operation of the Organised Electricity Market (“Official Gazette of the Republic of North Macedonia” No. 77/23 and No. 42/25) shall cease to apply).

(4) These Rules shall enter into force on the date of their publication in the “Official Gazette of the Republic of North Macedonia”.

ANNEX 1 – OPERATIONAL RULES

CHAPTER I. GENERAL PROVISIONS

Subject Matter and Scope

Article 1

(1) These Operational Rules regulate the detailed procedures for trading on the day-ahead market and the intraday market.

CHAPTER II. DAY-AHEAD MARKET TRADING PROCEDURES

General Provisions

Article 2

(1) Trading on the day-ahead market is carried out through an auction organized by the OEMO on day D-1 for delivery on day D.

(2) Orders submitted for trading on the day-ahead market relate only to trading for a single delivery period.

(3) Only the last active order entered in the order book of the day-ahead market submitted by a market participant shall be considered valid.

(4) Submission of non-monotonic orders on the day-ahead market is prohibited.

Order Characteristics

Article 3

(1) Orders for buying and/or selling may be:

1) Unrestricted orders (price-independent orders), which are buy or sell orders without a price limit and are executed at the market clearing price for that hour; and
2) Limited orders (limit orders), which are buy or sell orders with a price limit and are executed at the market clearing price within the specified limit.

(2) For limit orders, the price limits must be within the minimum and maximum prices defined for the day-ahead market.

(3) Unrestricted orders must contain only the minimum and maximum price defined for the day-ahead market.

(4) A sell order shall be expressed with the sign "–" as an indicator of selling, placed before the quantity offered.

(5) A buy order shall be expressed without a sign before the quantity requested.

(6) Prices do not include any taxes or other charges.

Validity and Processing of Orders

Article 4

(1) Orders submitted for trading on the day-ahead market remain in the order book until:

1) cancellation by the market trader who submitted the order;
2) modification by the market trader; or
3) execution of the order.

(2) Order submission limits depend on the maximum trading exposure limit (in denars expressed in euros at the average exchange rate published by the National Bank of the Republic of North Macedonia (NBRNM)) on the auction day for each market participant, in accordance with the financial guarantee.

(3) Trading limits apply to orders representing the maximum exposure of the market participant.

(4) Trading limits are determined by the OEMO individually for each market participant, depending on the financial guarantee provided.

(5) If an order is not in compliance with the trading limits, it shall be rejected and not entered into the order book.

(6) The market participant shall receive a notification of the rejected order via a message in the trading systems.

Order book and determination of results

Article 5

(1) The order book and the contractual transactions resulting from the orders are anonymous.

(2) The closure of the order book may be postponed until the time determined by the OEMO.

(3) After the order book is closed, no new orders may be submitted, nor may submitted orders be modified or withdrawn.

(4) Contractual transactions resulting from submitted orders are binding and irrevocable.

(5) Auctions are held every day after the closure of the order book.

(6) The price is determined by matching the aggregated supply curve and the aggregated demand curve based on the individual orders of market participants.

(7) All contractual transactions for each hour covered by the auction are concluded at the price determined in paragraph (6) of this Article.

Characteristics of the auction outcome

Article 6

(1) Sell orders shall not be executed for the offered quantities above the clearing price in the respective trading interval.

(2) Buy orders shall not be executed for the offered quantities below the clearing price in the respective trading interval.

(3) Sell orders shall be executed for the offered quantities below the clearing price in the respective trading interval.

(4) Buy orders shall be executed for the quantities above the clearing price in the respective trading interval.

(5) Trading orders may not be executed or may be partially executed for the offered quantities at a price equal to the limit price and the clearing price in the respective trading interval.

(6) Orders shall not be executed for quantities exceeding the quantity specified in the order.

(7) All contractual transactions concluded on the day-ahead market shall be executed at the clearing price in the respective trading interval.

Results and Publication of Results

Article 7

(1) The auction results shall be available at the time specified in the Day-Ahead Market Trading Parameters defined in Annex 1 – Operational Rules.

(2) The auction results shall include:

1) the price and total quantity for each contractual transaction; and
2) the purchased and sold quantities, allocated per contractual transaction and portfolio on an anonymous basis.

(3) The OEMO shall send a trade confirmation containing the following information:

1) the determined price and total quantity for each contractual transaction; and
2) the contractual transactions of the respective market participant concluded on the basis of their orders.

Day-Ahead Market Trading System – MATS

Article 8

(1) The MATS system is a web-based software application. MEMO shall provide the market participant with a user ID and an access code required to access the order submission program. The market participant may access the MATS system via a web browser, provided that the equipment and network configuration

requirements are met. MEMO shall notify the market participant whenever updates to the MATS system are available.

(2) The market participant shall be granted a user license for the MATS system and shall comply with the terms of that license. All intellectual property rights related to the MATS system are owned by EPEX Spot or their suppliers and are protected in accordance with applicable laws and international agreements. MEMO and its suppliers shall retain all rights not expressly granted to the market participant. The MATS system is intended for the exclusive use of the market participant and solely for trading purposes on MEMO's day-ahead market segment in accordance with the applicable rules and regulations.

(3) The market participant shall not assign, transfer, or sublicense the user license to any other entity. The user license shall remain valid for as long as the Participation Agreement is in force. The user license shall be revoked if the market participant fails to comply with its terms.

Emergency Situations

Article 9

(1) In the event of an emergency situation, in particular where the system or the information required to conduct the auction is unavailable, or where an incident prevents the closure of the order book or the conduct of the auction under normal conditions, the OEMO may take the following measures:

1) to modify the time for the closure of the order book or for the publication of the auction outcome;
2) to request market participants to submit new orders or to modify existing orders. In such case, the OEMO shall inform the participants of the new time for the closure of the order book; and
3) to cancel the auction or the auction outcome if the OEMO considers that the auction or its outcome affects the integrity of the market.

(2) In the event of an emergency situation, where the closure of the order book and/or the publication time of the results is postponed, or where the auction or its results are cancelled, market participants shall be informed thereof via electronic message, via the trading system, or through publication on the OEMO's website. All results obtained prior to the emergency situation shall be deemed invalid, and the OEMO shall bear no liability with respect to the accuracy of such results.

(3) In the event that the closure of the order book is postponed at the request of a specific market participant experiencing serious technical difficulties, the OEMO reserves the right to publicly disclose the identity of the aforementioned participant in the organized market.

(4) In the event that the auction cannot be conducted:

1) no orders shall be executed; and
2) instead of auction results, the prices from the corresponding day of the previous week (D–7) or other representative prices shall be published.

(5) The OEMO shall inform market participants via electronic mail of one of the following decisions:

1) postponement of the auction with a new schedule for order submission adjusted to the new publication time; or
2) cancellation of the auction for the respective day.

CHAPTER III. PROCEDURES FOR CONTINUOUS TRADING ON THE INTRADAY MARKET

General Provisions

Article 10

(1) Trading on the organized electricity market in the intraday market segment is carried out through an organized continuous trading session close to real time.

(2) Trading on the intraday market is organized as a continuous trading session in which orders are entered, modified, and matched in real time.

(3) The continuous session is organized from the opening of the order book until the closing of the trading interval.

(4) The continuous trading session operates in two modes:

1) continuous mode, where all market participants may submit, modify, or delete trading orders which are subject to matching in order to conclude contractual transactions no later than one hour before physical delivery; and
2) conditional mode, in which order matching is allowed only if one of the orders for concluding contractual transactions includes a participant with a predefined set of characteristics, and no later than thirty minutes before physical delivery.

(5) Trading orders are entered and executed under a username representing a separate trading account of a market participant.

(6) Trading orders are sent electronically via an electronic interface to the intraday continuous trading system.

(7) Market participants shall receive confirmation that the order has been correctly registered in the intraday market order book.

(8) OEMO may temporarily suspend, postpone, or cancel the trading session in the event of exceptional circumstances that could jeopardize the integrity or normal functioning of the market.

(9) Cross-trading by a single participant, whereby the participant would buy and sell a product in the same trading interval at the same price, is not permitted. OEMO shall cancel such orders.

Types of Orders

Article 11

(1) Trading orders submitted to continuous intraday trading are local and are matched within the continuous trading system operated by OEMO.

(2) A market participant may submit the following orders for continuous intraday trading:

1) limit orders: orders for buying or selling with a defined price limit, executed at the specified price or better; and
2) market clearing orders: block orders defined by the market participant with predefined execution constraints set out in Article 13 of Annex 1 – Operational Rules, which may include several limit orders and are matched only with limit orders.

(3) Limit orders relate to an individual contractual transaction and:

1) are entered with a defined price and quantity;
2) may be partially executed;
3) are automatically matched with opposite orders in the same bidding zone; and
4) any unmatched portion remains in the order book until it expires or is cancelled by the market participant.

(4) Block orders defined by the market participant represent a combination of several consecutive periods of limit orders within the same delivery day:

1) the block order is matched only if all consecutive periods can be matched simultaneously ("All-or-Nothing" principle);
2) block orders may include an additional "Immediate-or-Cancel" constraint, in which case they become market clearing orders and are matched immediately at the first opportunity against corresponding limit orders;
3) two block orders may be matched with each other only if they have identical time combinations, except when entered as market clearing orders; and
4) partial execution of a block order is not permitted unless determined by the matching algorithm.

Order Parameters

Article 12

(1) In order for trading orders to be accepted in the intraday continuous trading system, all required technical parameters must be entered.

(2) Parameters of limit orders are:

1) buy or sell indicator;
2) duration;
3) price limit;
4) bidding zone; and
5) validity constraint.

(3) Parameters of market clearing orders are:

1) buy or sell indicator;
2) delivery period;
3) quantity;
4) price limit;
5) constraint for concluding a contractual transaction; and
6) order type.

(4) Market clearing orders shall not be displayed in the continuous trading order book, and any unexecuted quantity is automatically cancelled after an attempt to match.

Matching Conditions and Characteristics

Article 13

(1) The following order constraints are allowed in continuous intraday trading:

1) "Immediate-or-Cancel": the order is matched immediately and may be partially matched; any unmatched quantity is automatically cancelled. These orders are not entered into the order book;
2) "Fill-or-Kill": the order is matched immediately and fully; if immediate and full matching is not possible, the order is cancelled. These orders are not entered into the order book; and
3) "All-or-Nothing": the order is matched entirely or not at all. These orders remain in the order book until matched or cancelled by the market participant.

(2) "Immediate-or-Cancel" and "Fill-or-Kill" constraints may be applied only to individual limit orders. Block orders may include only "All-or-Nothing" limit orders. However, if combined with "Immediate-or-Cancel", they shall become market clearing orders matched immediately, as far as possible, against limit orders.

(3) Orders may include the following validity constraints:

1) "Valid for trading session": the order remains valid until the end of the trading session for the respective interval, unless previously matched or cancelled; and
2) "Valid until date": the order remains valid until the date and time specified by the market participant when submitting the order.

Article 14

(1) An iceberg order shall be a special type of limit order with a total quantity divided into successive visible peak portions.

(2) When submitting an iceberg order, the market participant shall specify the total quantity, the visible peak quantity, and may define a price step, i.e. price difference between successive visible portions.

(3) The visible portion is entered into the order book and behaves as a limit order;

(4) When the visible portion is fully matched or cancelled, the system automatically enters the next visible portion until the total volume is matched.

(5) Each new portion is treated as a new limit order in terms of time priority and price formation.

(6) The price of each subsequent portion may be adjusted according to the defined price step:

1) for buy orders: each new visible portion price equals the previous matched price minus the defined price step; and

2) for sell orders: each new visible portion price equals the previous matched price plus the defined price step.

(7) The minimum visible peak quantity for iceberg orders is 1 MWh.

(8) Iceberg orders cannot be combined with "Immediate-or-Cancel" or "Fill-or-Kill". The "All-or-Nothing" constraint does not apply to iceberg orders.

(9) If an iceberg order is cancelled, both the visible portion and the remaining hidden portion are removed from the order book.

Article 15

(1) The intraday market order book is open 24 hours a day, throughout the year, except during maintenance periods or temporary suspensions announced by OEMO.

(2) Orders are submitted electronically through the OEMO intraday trading system. Upon receipt, the system confirms proper registration in the orders book.

(3) Each submitted order is stored and processed by the market participant's portfolio, which serves as a separate trading account for that participant.

(4) The order book is anonymous. Market participants can view the data resulting from the day-ahead market transactions, the aggregated data for electricity bought and sold for each matched order, while the market participants submitting the orders are anonymous.

(5) Trading orders are prioritized and automatically matched in the Day-Ahead Market trading system according to the following rules:

1) Price priority: orders with the best price (highest for buy, lowest for sell) have the highest priority for matching;

2) Time priority: for orders with identical price limits, priority is determined on a first-come, first-served basis and

3) Separation of buy and sell orders: buy and sell orders are processed separately in the order book, with matching only occurring between opposing sides within the same order zone.

(6) Matching of orders is performed continuously in the order book, as long as there are orders that meet the matching criteria. Once orders suitable for matching are found, the Market's trading system immediately matches those orders, executes the contract transaction, and updates the available quantities and financial exposure of both participants.

(7) An unsaturated order remains active in the order book until it expires or is cancelled by the market participant who entered the order.

(8) For each contract concluded on the Market in the current day, OEMO issues an electronic confirmation containing the following information:

1) identification of the contract (date and time of delivery);
2) matching price;
3) total quantity for the contract transaction;
4) identification code;
5) anonymous code of the counterparty and
6) time of execution.

(9) All contractual transactions concluded in accordance with this Article shall be considered binding and final from the moment of their registration in the intraday market trading system of OEMO and shall be subject to clearing and financial settlement in accordance with Annex 2 – Clearing and Financial Settlement.

(10) If any inconsistency or technical error is identified in the matching process, OEMO may suspend the matching of orders underlying the contractual transaction, correct the error, and restore normal operations. OEMO shall inform all market participants of such measure without delay.

Intraday Market Trading System- M7

Article 16

(1) Access to the continuous trading system may be provided through:

1) ComTrader interface – a locally installed client application where trading orders are entered manually; and
2) API (Application Programming Interface) – automated electronic access for submitting, modifying, cancelling orders and retrieving intraday market data.

(2) MEMO shall provide the market participant with a username (User ID) and access code required for access to the M7 system.

(3) MEMO shall provide the market participant with all necessary network and security parameters for establishing a connection to M7 (VPN, TLS or equivalent).

(4) MEMO shall provide all necessary instructions for installation and configuration of ComTrader and API access to M7.

(5) MEMO shall provide a testing and simulation environment to verify the participant's connection prior to access to the production environment.

(6) The market participant shall be responsible for:

1) maintaining their own hardware and software equipment, as well as internet and network connectivity;
2) ensuring that only authorized persons have access to the intraday continuous trading system;
3) ensuring protection of all data required for establishing the connection and preventing access by unauthorized persons; and
4) immediately notifying OEMO in case of suspected misuse or loss of connection data.

(7) OEMO shall inform market participants of all planned upgrades, scheduled outages, or configuration changes that may affect the operation of the intraday trading system.

(8) A market participant accessing the M7 system via API must comply with the following technical limits and fair usage policy principles:

1) the number of order events (submission, modification, or cancellation) must not exceed the threshold defined by OEMO;
2) excessive use or abuse of automated message sending that could endanger system stability is prohibited; and
3) in cases of repeated exceeding of order event limits, OEMO may temporarily suspend API access and implement corrective measures.

(9) OEMO shall continuously monitor system performance and shall reserve the right to restrict or suspend access if necessary to ensure the secure and normal functioning of the intraday market.

(10) By connecting to the intraday continuous trading system, market participants confirm that they accept the technical and security procedures defined by OEMO.

Operational and Technical Documentation

Article 17

(1) The purpose of the technical documentation is to provide explanations necessary for the use of the MATS system web interface and access to the M7 system. The documentation shall be published on the OEMO website. It shall constitute technical documentation of the trading systems and shall be subject to change depending on the system version or changes in the trading system as a whole. The explanations contained in the technical documentation must be followed to ensure proper use of the trading systems.

(2) OEMO shall provide operational support services to participants of the organized electricity market during normal working hours and via a telephone number published on the MEMO website.

(3) In the event of technical issues:

1) the affected market participant shall immediately notify OEMO of problems related to entering, sending, or receiving data from the trading system. In such cases, the participant may exceptionally submit orders via the "trading on behalf of a participant" procedure published on the OEMO website; and
2) OEMO, on the other hand, shall inform its market participants of any general outages in its systems. In such cases, OEMO reserves the right to restrict the submission of specific types of orders and shall issue a notice regarding such restrictions.

(4) In case of inability to operate or continue intraday continuous trading due to technical problems or other circumstances:

1) No order shall be executed or matched after the occurrence of the event;
2) All unexecuted orders present in the system prior to the event shall be automatically cancelled; and
3) OEMO shall publish notices informing market participants of the interruption and the expected procedure for restoring the system to normal operation.

(5) In the event of connection failure or other technical or functional issues affecting order submission on the participant's side, the market participant may request OEMO to submit and withdraw orders on their behalf. This process is referred to as "trading on behalf of a participant".

(6) OEMO shall enter the orders referred to in paragraph (5) into the trading systems, where possible.

(7) In the cases referred to in paragraph (5), OEMO shall not be liable for errors unless they are intentional or result from gross negligence.

(8) The market participant shall, by attaching the order in the electronic message specified in the "trading on behalf of a participant" procedure published on the OEMO website, submit to OEMO the order to be entered into the operational system and shall immediately notify OEMO that the request has been submitted.

(9) OEMO shall publish the mandatory *.xls templates for "trading on behalf of a participant" on its website.

Day-Ahead Market Trading Parameters

Trading procedure	Daily auctions
Trading days	Throughout the entire year
Contractual transactions (with expiry)	1 hour per day Hour 01: period between midnight and 01:00 Hour 02: period between 01:00 and 02:00, and so on Hour 24: period between 23:00 and midnight

Opening of the order book	24 hours per day, starting 45 days before the delivery day
Closing of the order book	Daily at 10:35
Publication time	As soon as possible, starting from 10:45
Clearing and settlement	In accordance with Annex 2 – Clearing and Financial Settlement, T+1, T+2 principle
Delivery procedure	Nomination by OEMO and the respective balance responsible parties to the TSO and EMO.
Characteristic orders	On the day of transition from daylight saving time to standard time, Hour 03 is split into two separate hours which can be traded independently. On the day of transition from standard time to daylight saving time, trading is not possible during Hour 03.
Minimum and maximum prices:	0.1 EUR / 1,000 EUR
Price characteristics:	In EUR per MWh with two decimal places
Quantity characteristics	In MW with one decimal place
Orders with Price Limits	
Minimum and maximum number of price/quantity combinations for orders for concluding contractual transactions:	2 and 256
	100 Mb of free hard disk space
	Web-based platform
Network Settings	Stable internet connection and a web browser of choice.
	Recommended minimum connection speed: 256 Kbit/s or higher.

Normal Procedures		
Schedule:	From 45 days before delivery, 24 hours per day, until 10:35 on the day before the delivery day	Results available as early as 10:45
Sender	Market participant	OEMO
Information sent	Price	Clearing Price
	Quantities	Traded quantity
	Type of order	Quantity of concluded transactions
Primary system used	MATS	MATS
Communication channel	e-mail	e-mail

Intraday Market Trading Parameters

Parameter	**Description / Definition**
Opening of the order book:	18:00
Closing of the order book:	-1 hour (1 hour before physical delivery)
Contractual transaction expiration	-1 hour (1 hour before physical delivery)

Conditional Mode of Operation	
Opening of the order book	-1 hour (1 hour before physical delivery)
Closing of the order book:	-30 minutes (30 minutes before the start of physical delivery)
Order expiration	-30 minutes (30 minutes before the start of physical delivery)
Definition of Hourly Products for Limit Orders for Individual Transactions	
Trading procedure	Continuous trading
Trading days	Throughout the entire year
Matching algorithm	Price–Time priority
Trading contracts (with expiry):	1 hour per day Hour 01: period between midnight and 01:00 Hour 02: period between 01:00 and 02:00, and so onHour 24: period between 23:00 and midnight
Order matching in continuous trading	Yes (matching with hourly block orders)
Quantity characteristics	In MW with one decimal place
Minimum and maximum quantities	0,1 MWh /999 MWh
Price characteristics	In EUR per MWh with two decimal places
Minimum and maximum prices	0.1 EUR / 9,999.99 EUR

Clearing and settlement	Defined in Annex 2 – Clearing and Financial Settlement
Delivery procedure	Nomination by OEMO and the respective balance responsible parties to the TSO and the Market Operator.
Allowed orders:	On the day of transition from daylight saving time to standard time, Hour 03 is split into two separate hours which can be traded independently. On the day of transition from standard time to daylight saving time, trading is not possible during Hour 03.
Iceberg orders	Yes (minimum visible peak quantity is 1 MWh)
Price step for iceberg orders between successive visible peaks	-/+ (0.01-1.00)
Fill-or-Kill	Yes
Immediate-or-Cancel	Yes
Order name – long version (example)	20221002 11:00–20221002 12:00
Order name – short version (example)	11–12 (T11–T12)
Definition of Hourly Products for Block Orders	
Trading procedure	Continuous trading
Trading days	Throughout the entire year
Matching algorithm	All-or-Nothing
Order matching in continuous trading	Yes (matching with limit orders for individual transactions)
Quantity characteristics	In MW with one decimal place
Minimum and maximum quantities	0,1 MWh /999 MWh
Price characteristics	In EUR per MWh with two decimal places

Minimum and maximum prices	0.1 EUR / 9,999.99 EUR
Clearing and settlement	Defined in the Clearing and Settlement Rules
Delivery procedure	Nomination by OEMO and the respective balance responsible parties to the TSO and the Market Operator
Allowed orders	On the day of transition from daylight saving time to standard time, Hour 03 is split into two separate hours which can be traded independently. On the day of transition from standard time to daylight saving time, trading is not possible during Hour 03.
Iceberg orders	No
Fill-or-Kill	No
Immediate-or-Cancel	Yes
Contract name – long version (example)	20221002 11:00–20221002 16:00
Contract name – short version (example)	11–16 (T11–T16)
API – Fair Usage Policy	10,000 events per day

ANNEX 2 – CLEARING AND FINANCIAL SETTLEMENT RULES

CHAPTER I. GENERAL PROVISIONS

Subject and application

Article 1

(1) These clearing and financial settlement rules shall regulate the obligations related to registration, issuance of settlement documents, invoicing, and financial settlement of contractual transactions concluded on the organized market, as well as the provision of collateral for obligations performed by OEMO .

CHAPTER II. CLEARING AND FINANCIAL GUARANTEES

Subject to Clearing

Article 2

(1) The subject of clearing shall be all registered concluded contractual transactions on the organized market.

(2) OEMO ensures the clearing of obligations arising from registered concluded contractual transactions of market participants and, in this regard, performs the following:

1) calculation of the total financial obligations and receivables of market participants;
2) determination of the net position of receivables and obligations of market participants after offsetting mutual receivables and obligations of the same type, where applicable; and
3) execution of financial settlement, subject to the fulfilment of the obligations of market participants.

Bank Accounts

Article 3

(1) OEMO shall open bank accounts in accordance with these rules. The market participant shall be responsible for all obligations towards OEMO related to bank accounts opened in their name.

(2) OEMO shall manage the following bank accounts:

1) settlement account;
2) deposit account; and
3) deposit account for each market participant separately.

(3) The market participant shall be obliged to carry out financial settlement of their contractual transactions concluded on the organized market through the settlement.

(4) The market participant shall deposit funds as financial guarantees in the form of a cash deposit into the deposit account.

(5) Funds deposited as financial guarantees shall be held in the deposit sub-account of the market participant.

(6) OEMO may use the balance of the sub-account of the market participant to settle all obligations of that market participant towards OEMO.

(7) OEMO may open additional bank accounts for clearing purposes.

Settlement Account

Article 4

(1) The financial settlement of concluded contractual transactions that are subject to clearing by OEMO shall be carried out through the settlement account in the settlement bank.

(2) The settlement bank shall maintain the settlement account, while OEMO shall manage it. The holder of the settlement account is OEMO.

(3) Concluded contractual transactions subject to clearing by OEMO are finally settled through cashless transfer of funds to/from the settlement account.

(4) The procedure for financial settlement on the organized market is set out in Article 18 of Annex 2 of these rules.

Deposit Account

Article 5

(1) The settlement bank shall maintain, and OEMO shall manage, the deposit account. The holder of the deposit account is OEMO.

(2) The settlement bank shall maintain, and OEMO shall manage, the sub-accounts. The holder of the sub-accounts is OEMO.

(3) The market participant shall be granted access to view their sub-deposit account.

(4) For each market participant that deposits funds, OEMO shall manage separate sub-accounts designated for these funds. The maintenance of the deposit account is defined in the provisions of Article 7 of Annex 2 of these rules.

(5) Based on an irrevocable authorization by market participants, only OEMO may dispose of funds in the form of cash deposits.

(6) The market participant may request OEMO to execute transactions to/from the deposit account.

(7) All funds in the sub-accounts managed by OEMO remain the property of the market participants and cannot be subject to claims or enforcement proceedings against those funds by or on behalf of creditors of OEMO.

(8) The sub-account shall be maintained in Macedonian denars, unless OEMO determines otherwise.

(9) OEMO shall credit interest on deposited financial guarantees in the form of cash deposits held in the sub-account in the amount of the agreed interest rate. In the case of a negative interest rate, the clearing participant shall bear the cost resulting from the negative interest rate.

(10) The interest rate shall be added to or deducted from the funds related to the sub-deposit accounts in the amount, timeframe, and manner defined in the applicable cooperation protocol with the clearing bank.

(11) OEMO shall pay or charge interest to the transaction account of market participants on the first working day of the month following the month to which the interest relates, or at least once per year. If interest

is subject to withholding tax, the market participant may sign a request for reduction of tax on interest in accordance with the Double Taxation Avoidance Convention; otherwise OEMO shall pay interest to the business account of clearing participants applying the general interest rate on the date of payment.

Financial guarantees

Article 6

(1) Prior to commencing trading on the organized electricity market, the market participant shall provide financial guarantees in accordance with the provisions of Article 7 and Article 8 of Annex 2 of these rules, which may not be lower than the amounts defined as initial financial guarantees.

(2) The financial guarantees referred to in paragraph (1) of this Article may take the form of:

1) a cash deposit in the deposit account opened by OEMO in the settlement bank;
2) a bank guarantee, with OEMO as the beneficiary.

(3) OEMO shall require the market participant to provide and maintain financial guarantees in the specified amounts as security for the fulfilment of their obligations towards OEMO in accordance with these rules.

(4) The market participant shall provide financial guarantees that may be collected by OEMO for the purpose of fulfilling the financial obligations of the market participant towards OEMO.

(5) The financial guarantees shall be called upon within the deadline determined by OEMO.

(6) If a market participant does not have a sufficient cash deposit or sufficient other financial guarantees, it must provide additional financial guarantees in the form, manner, and within the timeframe determined by OEMO.

(7) The method for calculating financial guarantees shall be determined by OEMO, and the calculation shall be performed individually for each market participant.

(8) The level of financial guarantees shall be calculated based on the risk of default of the market participant. The default risk refers to the financial loss incurred by OEMO in the event that a market participant fails to fulfil their obligations arising from concluded contractual transactions on the organized market.

(9) Financial guarantees provided by a market participant in accordance with these rules shall be de jure and de facto the property of the individual market participant and are not subject to any other use.

(10) OEMO may request that the market participant provide an initial financial guarantee and, where applicable, an additional bank guarantee. Initial financial guarantees shall be provided in the form of a cash deposit or an unconditional, irrevocable bank guarantee payable on first demand, in accordance with these rules.

(11) All costs arising from the process of calling financial guarantees shall be borne by the market participant who provided the guarantee being called.

(12) OEMO has the right to change the level of required financial guarantees, request additional guarantees from the market participant, or determine a lower amount of financial guarantees or return part of the already provided guarantees. The financial guarantees required under this provision shall be provided upon request and in the form prescribed by OEMO.

Financial guarantees in the form of cash deposit

Article 7

(1) The market participant may fulfil their obligation to provide financial guarantees by depositing cash funds into the deposit account.

(2) For a market participant providing financial guarantees in the form of a cash deposit, a sub-account shall be opened under the main deposit account.

(3) Based on an irrevocable authorization issued by the market participant for the use of funds in the deposit account for financial settlement, OEMO shall be permitted to dispose of these funds.

(4) If the amount of the financial guarantees is not deposited into the deposit account within the specified deadline, OEMO shall have the right to take measures in accordance with Article 20 of Annex 2 of these rules.

(5) The refund of deposited cash funds shall be approved upon order of OEMO, and the guarantee shall be returned to the market participant in accordance with the provisions of Article 9 of Annex 2 of these rules.

Financial guarantees in the form of a bank guarantee

Article 8

(1) The market participant may fulfil their obligation to provide the required financial guarantees by submitting a bank guarantee from a bank acceptable to OEMO.

(2) Prior to submitting the bank guarantee for the purpose of fulfilling the obligation for financial guarantees referred to in the previous paragraph, the market participant must:

1) notify OEMO regarding the purpose of submitting the bank guarantee; and
2) verify whether OEMO accepts bank guarantees from the respective bank and in the amount and validity period determined, before finalizing the agreement with the bank for issuing the bank guarantee.

(3) Acceptance or rejection of a bank guarantee is at the sole discretion of OEMO. OEMO shall not be obliged to provide any justification for their decision to accept or reject a bank guarantee.

(4) The beneficiary of the bank guarantee is OEMO. The bank guarantee must unconditionally contain a no-objection clause or a first-demand payment clause, or wording with the same meaning. The bank guarantee must include an unconditional and irrevocable commitment by the guarantor to ensure

payment of the amount specified in the bank guarantee upon first demand by OEMO. The bank guarantee must also include a clause allowing partial drawdown.

(5) The bank guarantee must be issued in a form and/or wording approved by OEMO.

(6) If a bank guarantee is not replaced with another bank guarantee or with a cash deposit by the respective market participant at least 10 days before its expiry, OEMO shall automatically reduce the trading limit of the respective market participant by the amount of the bank guarantee.

(7) OEMO shall activate the bank guarantee if the market participant fails to fulfil their obligations within the agreed deadline. OEMO shall notify the market participant before the bank guarantee is activated.

Determining the amount of the financial guarantees

Article 9

(1) The initial financial guarantee is determined by the market participant based on their expected daily trading volume on the organized market, multiplied by the expected maximum price it is willing to submit in orders.

(2) The amount of the initial financial guarantee is determined based on the expected trading value for one day multiplied by a coefficient of three.

(3) The market participant may not perform activities on the organized electricity market that would result in financial obligations before submitting the initial financial guarantee to OEMO.

(4) The market participant may submit a request for full or partial withdrawal of the financial guarantee via the clearing portal or other means of electronic communication.

(5) The request for withdrawal of financial guarantees must not exceed the required financial guarantees of the market participant, reduced by the current financial obligations of the respective market participant.

(6) If the request for return of financial guarantees exceeds the required financial obligations of the respective participant for participation in the organized market, OEMO shall reject the submitted request.

Trading Limit

Article 10

(1) Based on the financial guarantees submitted by an individual market participant to OEMO, OEMO shall determine a trading limit for each trading day.

(2) OEMO shall calculate the trading limit for each individual market participant.

(3) OEMO shall notify the market participant of the trading limit amount either through the Clearing System or by another appropriate means.

(4) The trading limit for a participant in the organized electricity market shall be determined based on the participant's share in one market individually or in both markets, as follows:

1) Day-ahead market:

1. The value of the trading limit shall represent the sum of the market participant's financial guarantees, reduced by 18% expressed in euros according to the average exchange rate of the NBRNM on the day of the auction;

TL = (Financial Guarantee – 18%) / Average Exchange Rate of NBRNM

2. The value calculated in accordance with the provisions of point 1 shall be reduced by the value of the net financial obligations of the market participant, arising from due and not yet due payments in the electricity market

TL = ((Financial Guarantee – 18%) ± PDO exposure) / Average Exchange Rate of NBRNM;

2) Intraday market:

1. The value of the trading limit represents the sum of the market participant's financial guarantees, reduced by 18% expressed in euros according to the average exchange rate of the NBRNM

TL= (Financial Guarantee- 18%) / Average Exchange Rate of NBRNM and

2. The value calculated in accordance with the provisions of sub-point 1 shall be reduced by the value of the net financial obligations of the market participant, arising from due and not yet due payments in the electricity market.

TL= ((Financial Guarantee - 18%)+- PDO exposure) / Average Exchange Rate of NBRNM

3) Day-ahead market and intraday market:

1. The value of the trading limit shall represent the sum of the market participant's financial guarantees, reduced by 18% expressed in euros according to the Average Exchange Rate of NBRNM on the trading day

TL= (Financial Guarantee - 18%) / Average Exchange Rate of NBRNM

2. The value calculated in accordance with the provisions of point 1 shall be reduced by the value of the net financial obligations of the market participant, arising from due and not yet due payments in the electricity market

TL= ((Financial Guarantee- 18%) +- PDO exposure ± PTD exposure)/ Average Exchange Rate of NBRNM

(5) The market participant may increase the trading limit by submitting an additional Financial Guarantee and shall notify OEMO thereof.

(6) OEMO may update the trading limit no later than 1 hour before the closing of the order book.

CHAPTER III. FINANCIAL SETTLEMENT

General provisions for financial settlement

Article 11

(1) The subject of clearing shall be all concluded contractual transactions on the organized electricity market, confirmed by OEMO.

(2) In accordance with these rules, OEMO shall register all final contractual transactions concluded on behalf of and for the benefit of market participants in the capacity of seller and in the capacity of buyer.

(3) OEMO shall be considered a central counterparty to the parties for all registered concluded contractual transactions solely for the purposes of financial settlement.

(4) By registration of contractual transactions and in accordance with the clearing mechanism, registered contractual transactions may be subject to novation and/or substitution and/or assignment until the moment of maturity of rights and obligations.

(5) Transfer of rights arising from or acquired under these rules by market participants may be carried out only with the approval of OEMO.

(6) For registered concluded contractual final transactions subject to the multilateral clearing mechanism:

1) OEMO shall assume all financial obligations for each market participant arising from all their registered purchase transactions, increased by the rate of applicable taxes, so that OEMO shall become:
    1. a creditor of the participant performing buying, and
    2. a debtor to the participant performing selling for the same amount.
2) The market participant shall transfer to OEMO all financial rights arising from all their concluded sales transactions, increased by the rate of applicable taxes, so that OEMO shall become:
    1. a debtor to the participant selling, and
    2. a creditor of the participant buying for the same amount.

(7) The obligation of OEMO to settle contractual transactions, which become due on each settlement day, shall be limited to the amount actually settled by the market participants.

Settlement document and netting procedure

Article 12

(1) The settlement document for concluded contractual transactions of each market participant shall be issued separately for all concluded sales and purchase transactions relating to an individual market participant. A netting report shall be provided if netting has been performed.

(2) OEMO shall deliver to each market participant a Clearing Report for all concluded contractual transactions on the organized electricity market, which consists of concluded contractual transactions on the organized electricity market with physical delivery occurring on the following day (00:00 to 24:00).

(3) If the trading day is a working day, the clearing record for all concluded contractual transactions shall be issued on that day.

(4) If the trading day is a non-working day, the clearing record for all concluded contractual transactions shall be issued on the first working day after the trading day.

(5) The net result of the netting report is equal to the net result of the financial rights and obligations specified in the settlement documents.

Content of the settlement document

Article 13

(1) The settlement document shall in particular consist of the following elements:

1) data of the market participant (buyer or seller): company address, postal code, VAT number, and company bank account number;
2) data of MEMO: company address, postal code, VAT number, and settlement account number of the company held in the settlement bank;
3) place and date;
4) identification number of the market participants;
5) trading days;
6) delivery day for execution of the transaction arising from trading;
7) settlement day;
8) the table of concluded contractual transactions for electricity purchase and sale consisting of: position serial number, group code, transaction identification number, product, delivery day, unit price (in MKD/MWh), quantity (in MWh), VAT base, VAT rate, VAT amount, total value including VAT, Average Exchange Rate of NBRNM on the date of invoice issuance;
9) reference number;
10) signature(s) of the person(s) authorized by OEMO; and
11) netting report.

Article 14

(1) For the market participant, on whose behalf the settlement document for the purchase of electricity and the settlement document for the sale of electricity with the same settlement day have been issued, OEMO shall also deliver a Netting Report of its net financial obligations or net receivables.

(2) A net creditor shall be the market participant whose financial receivables exceed their financial obligations on a specific settlement day.

(3) A net debtor shall be the market participant whose financial obligations exceed their financial receivables on a specific settlement day.

(4) The Netting Report of the participant's obligations or receivables shall particularly consist of the following items:

1) financial obligations from the settlement document for the purchase of electricity;
2) financial receivables from the settlement document for the sale of electricity;
3) amount of receivables or obligations, calculated as the difference between financial obligations and financial receivables;
4) netting amount;
5) settlement day;
6) settlement bank in which the settlement account is opened;
7) settlement account number;
8) reference number; and
9) signature(s) of the person(s) authorized by OEMO.

Invoices

Article 15

(1) OEMO shall issue a daily invoice for concluded contractual transactions to each participant of the organized market separately for purchase and sale transactions.

(2) OEMO shall deliver the invoices from paragraph (1) to the market participant.

(3) The invoices shall particularly consist of the following elements:

1) data on the clearing participant (buyer or seller): company address, postal code, VAT number, and company transaction account number;
2) data on MEMO: company address, postal code, VAT number, and settlement account number of the company held in the settlement bank;
3) place and date of clearing;
4) type of invoice: electricity purchase invoice, electricity sale invoice (self-invoicing);
5) identification number of the clearing participants;
6) trading days;
7) delivery day;
8) settlement day;
9) table of final electricity purchase and sale transactions;
10) reference number of the daily invoice;
11) signature of the authorized person of MEMO;
12) Average Exchange Rate of NBRNM on the date of invoice issuance; and
13) Organised market segment.

Forwarding of Clearing Records

Article 16

(1) OEMO shall send the clearing records individually to each market participant if:

1) the trading day is a working day, in which case the trading record is issued by 13:00 on the same day;
2) the trading day is a non-working day, in which case the trading record is issued by 13:00 on the following working day.

(2) OEMO shall send the trading records to the market participant in electronic form using appropriate means of delivery.

Notification of Errors

Article 17

(1) A market participant may file a complaint due to errors or omissions in the Settlement Document and the Netting Report. The complaint must be submitted no later than one (1) hour after the deadline specified in Article 16 of these rules.

(2) If a market participant does not submit a complaint regarding the Settlement Document and the Netting Report within the prescribed deadlines, OEMO shall consider that the Settlement Document and the Netting Report contain no errors.

(3) The complaint referred to in paragraph (1) of this Article shall include the subject of the complaint and shall be submitted electronically.

(4) OEMO shall respond to the submitted complaint within forty-five minutes from its submission. OEMO's response shall be final for the purposes of financial settlement.

Financial Settlement Procedure

Article 18

(1) The concluded contractual transactions constitute the basis for financial settlement.

(2) Financial settlement shall be carried out through the settlement account based on the settlement document, taking into account the netting report.

(3) The settlement day for concluded contractual transactions is one working day after the date on which the Settlement Document and the Netting Report are issued for the purchase of electricity – net obligation of the market participant (D+1).

(4) The settlement day for final transactions is two working days after the date on which the Settlement Document and the Netting Report are issued for the sale of electricity – net receivables of the market participant (D+2).

(5) The net debtor must settle their financial obligations by 09:45 on the settlement day by making a payment to the settlement account. If the market participant fails to settle their obligations within the prescribed deadline, OEMO shall collect its financial guarantees.

(6) Based on the settlement document for the sale of electricity and the netting reports, OEMO shall submit payment orders to the settlement bank for the transfer of funds from the settlement account to the transaction accounts of the net creditors by 15:00 on the settlement day.

(7) The settlement bank shall execute the transactions based on the payment orders received from OEMO through the banking system on the same working day, i.e., on the settlement day. OEMO shall not be responsible for any delays due to communication with the banking system.

(8) If the market participant fails to fulfil their due financial obligations:

1) OEMO shall collect the financial guarantees provided by the market participant and shall request the participant to immediately replenish their Financial Guarantee;
2) OEMO shall collect the financial guarantees provided by the market participant and shall request the participant to immediately replenish their Financial Guarantee
3) OEMO shall have the right to charge statutory default interest.

(9) All costs incurred from the use of financial guarantees to cover the financial obligations of the market participant shall be charged to the market participant whose Financial Guarantee has been activated.

CHAPTER IV. DEFAULT OF OBLIGATIONS AND MEASURES

Default of Obligations

Article 19

(1) Any incident or circumstance shall be considered a default of obligations on the basis of which OEMO may conclude that a market participant is unable, or is expected to become unable, to fulfil their obligations.

(2) In the event of a default of obligations, the market participant must immediately notify OEMO of all incidents that have occurred, as well as any cases of default by another market participant, if it becomes aware of such cases.

Occurrence of default

Article 20

(1) A market participant shall be considered to have failed to fulfil their obligations, even without being given prior written notice through an appropriate means of delivery, if:

1) the market participant has not provided the financial guarantees required by OEMO within the prescribed deadline or fails to make timely payments for daily settlement;

2) the market participant does not perform or fulfil any of their obligations related to physical settlement;
3) the market participant does not pay their outstanding debts, declares insolvency, thereby becoming unable to pay their debts, or continues to be unable to pay them. The same applies if enforcement proceedings for debt collection, bankruptcy proceedings, or liquidation proceedings are initiated against it, except in cases where the purpose of the liquidation is the reorganization of the market participant or their acquisition by a third party or their operation with a third party, for which prior written consent for integration must be issued by OEMO;
4) collection, seizure, confiscation, and other proceedings that burden the market participant or are initiated against their assets cannot be completed within a reasonable period of time;
5) any license, authorization, or registration required for performing activities on the organized market is withdrawn, retained, not issued, or their validity is suspended or terminated; or
6) the market participant has failed to fulfil any other obligation towards OEMO in accordance with the rules for operation of the organized market.

(2) OEMO shall have the right to compensation from a market participant in cases of damage suffered by them or another market participant as a result of default caused by that market participant. Regardless of whether damage has occurred to OEMO, the market participant that has committed a default in the specified cases shall be obliged to pay a contractual penalty in the amount of 0.5% (half a percent) of the outstanding amount, and at least 30,000 (thirty thousand) denars per calendar day.

Measures in Case of Default

Article 21

(1) In the event of default, OEMO may take measures against the market participant in accordance with the provisions of applicable laws, rules, and regulations, as well as in accordance with these rules.

(2) When selecting the measures, OEMO shall take into account the interest of the affected market participant, considering both the participant's own interest and the interest in ensuring orderly trading on the organized electricity market and proper financial settlement of transactions.

(3) The measures referred to in paragraph (1) of this Article particularly include:

1) warning;
2) use of the financial guarantees of the market participant to cover their outstanding obligations;
3) request for additional financial guarantees from the market participant; and
4) partial suspension in accordance with Article 21 paragraph (4) item 2) of these rules, for the duration of the default, but not longer than six months.

(4) If the market participant complies with the measures and settles the costs incurred by the initiated procedures, it may continue their activities on the organized market.

ANNEX 3 – CODE OF CONDUCT

CHAPTER I. GENERAL PROVISIONS

Subject Matter and Application

Article 1

(1) This Code of Conduct (hereinafter: the Code) applies to all market participants, their employees, traders, and all other persons acting on their behalf and for their account on the organized electricity market.

(2) The purpose of this Code is to establish ethical and professional standards of conduct, to protect the integrity and transparency of the market, and to prevent practices that may distort fair competition and trust in the market.

(3) The purpose of this Code is to establish ethical and professional standards of conduct, to protect the integrity and transparency of the market, and to prevent practices that may distort fair competition and trust in the market*.

Basic Principles of Conduct

Article 2

(1) Each market participant and the persons acting on their behalf are obliged to act in accordance with the following principles:

1) Integrity: To act honestly, fairly, and professionally, thereby protecting the integrity of the organized market;
2) Transparency: To ensure the accuracy and timeliness of all information submitted to OEMO and published on the market;
3) Confidentiality: To safeguard all confidential information obtained in the course of their activities, in accordance with the provisions of these rules;
4) Fair competition: To refrain from any behaviour that constitutes or may constitute market abuse, anti-competitive conduct, or conflict of interest; and
5) Professional diligence: To apply all relevant laws, rules, and procedures with due care and expertise.

CHAPTER II. MARKET ABUSE

Prohibition of Market Abuse

Article 3

Any form of market abuse is strictly prohibited, including but not limited to insider trading and market manipulation, as defined in Articles 4 and 5 of this Code and in accordance with Article 56 of the Energy Law.

Insider Trading and Market Manipulation

Article 4

(1) Trading based on insider information shall be prohibited, i.e. persons possessing insider information in relation to a wholesale energy product shall not:

1) use insider information when buying or selling, or attempting to buy or sell, for their own account or for the account of a third party, directly or indirectly, wholesale energy products to which that information relates;

2) disclose insider information to any other person, unless such disclosure is made in the normal exercise of their employment, profession, or duties; and

3) recommend or induce another person, on the basis of insider information, to buy or sell a wholesale energy product to which that information relates

(2) Manipulation of wholesale energy markets is prohibited, and manipulation shall be considered to include:

1) carrying out any transaction or issuing any trading order for wholesale energy products which:

   1. gives, or is likely to give, false or misleading signals as to the supply, demand, or price of wholesale energy products;

   2. secures or attempts to secure, by a person acting alone or in collaboration with others, an artificial price level of one or more wholesale energy products, unless the person who carried out the transaction or issued the trading order proves that there are legitimate reasons for doing so and that the transaction or trading order is in accordance with accepted market practices on the relevant wholesale energy market; or

   3. employs or attempts to employ fictitious devices or any other form of deception or contrivance which gives, or is likely to give, false or misleading signals as to the supply, demand, or prices of wholesale energy products; or

   4. disseminates information through the media, internet, or by any other means which gives, or is likely to give, false or misleading signals as to the supply, demand, or prices of wholesale energy products, including the dissemination of rumours or false or misleading news where the person who disseminated the information knew or ought to have known that the information was false or misleading.

(3) Attempted manipulation of wholesale energy markets is prohibited, and an attempt at manipulation shall include:

1) carrying out any transaction, issuing any trading order, or taking any other action relating to a wholesale energy product with the intention of:

   1. giving false or misleading signals as to the supply, demand, or price of wholesale energy products

   2. securing an artificial price level of one or more wholesale energy products, unless the person who carried out the transaction or issued the trading order proves that there are legitimate reasons for doing so and that the transaction or trading order is in accordance with accepted practices on the relevant wholesale energy market; or

   3. employing fictitious devices or any other form of deception or contrivance which gives, or is likely to give, false or misleading signals as to the supply, demand, or prices of wholesale energy products; or

2) disseminating information through the media, internet, or by any other means with the intention of giving false or misleading signals as to the supply, demand, or prices of wholesale energy products.

CHAPTER III. OTHER PROHIBITED BEHAVIOURS

Article 5

(1) In addition to market abuse, market participants and persons acting on their behalf are prohibited from:

1) Conflict of interest: Participating in any activities that create or may create a conflict between their personal interests and the interests of the market or other participants;

2) Misuse of systems: Using OEMO trading and clearing systems for purposes other than those provided for in these rules, including attempts at unauthorized access, disruption of system operations, or causing damage;

3) Agreements that distort competition: Entering into formal or informal agreements, exchanging bid information, or coordinating their behaviour with other participants in a way that restricts or distorts competition in the market, in accordance with the Law on Protection of Competition; and

4) Providing inaccurate information: Knowingly submitting inaccurate, incomplete, or misleading information to OEMO, the Energy Regulatory Commission, or other competent authorities.

CHAPTER IV. CONFIDENTIALITY AND REPORTING OF VIOLATIONS

Obligation of confidentiality

Article 6

(1) Market participants and their representatives are obliged to treat as strictly confidential all “Confidential Information” defined in Article 5 of these rules, to which they have gained access in the course of their activities on the organized market.

(2) The obligation to maintain confidentiality shall continue to apply even after the termination of the status of a market participant or after the termination of the employment of the person who had access to the information.

(3) Confidential information may be disclosed only if prescribed by law or with prior written consent from the party that owns the information

Reporting of violations and cooperation

Article 7

(1) Any market participant or person acting on their behalf who suspects or becomes aware of a possible violation of this Code by another participant is obliged to inform the OEMO Market Surveillance Body without delay.

(2) OEMO shall protect the identity of the person who reported the violation, in accordance with applicable regulations.

(3) All participants are obliged to fully and without delay cooperate with OEMO Market Surveillance, the Energy Regulatory Commission, the Commission for Protection of Competition, and other competent authorities during any investigation related to possible violations of these rules.

CHAPTER V. CONSEQUENCES OF VIOLATIONS

Article 8

(1) Any violation of the provisions of this Code constitutes a serious breach of the Participation Agreement and these rules.

(2) In the event of an established violation of this Code, OEMO, through its competent bodies, may take one or more of the measures provided for in these rules, including, but not limited to:

1) issuing a written warning;
2) temporary suspension of the right to trade; and
3) termination of the Participation Agreement and permanent exclusion from the market.

(3) The application of the measures from paragraph (2) of this Article does not release the participant from liability for any potential damages and does not prejudice misdemeanour or criminal sanctions that may be imposed by the Energy Regulatory Commission or other competent state authorities in accordance with the Energy Law and other applicable regulations.