

BORZEN, operater trga z elektriko, d. o. o., Dunajska cesta 156, 1000 Ljubljana, Slovenija, matična št. 1613383000, davčna št. SI27799468, ki jo zastopa direktor Peter Žmak, kot izvajalec gospodarske javne službe dejavnost operaterja trga z električno energijo (v nadaljnjem besedilu: operater trga),

In

[Partner], [Partner: Naslov] [Partner: Hišna št.], [Partner: Poštna št.] [Partner: Pošta], [Partner: Država], matična št.: [Partner: Matična št.], davčna št.: [Partner: ID DDV][Partner: Davčna št.], ki jo zastopa direktor [Kontakt partnerja], kot odgovorni bilančne skupine (v nadaljnjem besedilu: odgovorni bilančne skupine),

sklepata naslednjo

BILANČNO POGODBO št.

[Številka pogodbe]

Uvodna določba

1. člen

Pogodbeni stranki sklepata to pogodbo o članstvu v bilančni shemi na podlagi Pravil za delovanje trga z električno energijo (Uradni list RS, št. 163/22, 6/24 in 109/25, v nadaljevanju: Pravila), z namenom uvrstitve odgovornega bilančne skupine v bilančno shemo.

Pomen izrazov

2. člen

Izrazi, uporabljeni v tej pogodbi, imajo pomen, kot ga določa Energetski zakon (EZ-2), Zakon o oskrbi z električno energijo in vsakokrat veljavna Pravila.

V primeru neskladja med to pogodbo in vsakokrat veljavno zakonodajo in Pravili veljajo določila zakonodaje in Pravil.

BORZEN, operater trga z elektriko, d. o. o., Dunajska cesta 156, 1000 Ljubljana, Slovenia, registration number: 1613383000, Tax ID no.: SI27799468, represented by General Manager, Peter Žmak, as the provider of public utility service of the electricity market operator (hereinafter: the Market Operator),

and

[Partner], [Partner: Naslov] [Partner: Hišna št.], [Partner: Poštna št.] [Partner: Pošta], [Partner: Država], registration no.: [Partner: Matična št.], Tax ID no.: [Partner: ID DDV][Partner: Davčna št.], represented by General Manager [Kontakt partnerja], as the balance responsible party (hereinafter: the Balance Responsible Party),

hereby conclude the following

BALANCING AGREEMENT no.

[Številka pogodbe]

Introductory Provision

Article 1.

The Contracting Parties conclude this Balance Scheme membership agreement on the basis of the Rules on the operation of the electricity market (Official Gazette of the RS, No. 163/22, 6/24 and 109/25 hereinafter: the Rules) in order to include the Balance Responsible Party in the Balance Scheme.

Meaning of Expressions

Article 2.

The expressions used in this Agreement shall have the meaning as stipulated by the Energy Act (EZ-2), Electricity Supply Act and the applicable Rules.

In the event of any inconsistency between this Agreement and the applicable legislation and the Rules in force from time to time, the provisions of the legislation and the Rules shall prevail.

Predmet pogodbe

3. člen

Predmet te pogodbe je:

- uvrstitev odgovornega bilančne skupine v bilančno shemo,
- izravnavo odstopanj odgovornega bilančne skupine,
- opredelitev bilančne skupine,
- opredelitev načina izvrševanja pravic in obveznosti odgovornega bilančne skupine,
- opredelitev načina izvrševanja pravic in obveznosti operaterja trga,
- bilančni obračun in
- finančna poravnava bilančnega obračuna.

Subject of the Agreement

Article 3.

The subject of this Agreement is:

- The inclusion of the Balance Responsible Party in the Balance Scheme;
- Balancing of the Balance Responsible Party;
- The Balance Group definition;
- Defining how the Balance Responsible Party exercises its rights and obligations;
- Defining how the Market Operator exercises its rights and obligations;
- The imbalance settlement; and
- The financial settlement of imbalance settlement.

Bilančna skupina

4. člen

Bilančna skupina je skupina članov bilančne sheme, ki jo zastopa odgovorni bilančne skupine in ki se ustanovi za namene izravnave odstopanj, poslovanja odgovornega bilančne skupine na trgu z električno energijo z ureditvijo bilančne odgovornosti, obvladovanja in upravljanja s tveganji odstopanj odgovornega in hierarhično nižjih članov bilančne skupine ter kot taka predstavlja subjekt bilančnega obračuna.

Odgovorni bilančne skupine s sklenitvijo bilančne pogodbe in izpolnjevanjem drugih pogojev iz 5. člena te pogodbe ustanovi bilančno skupino, za katero je odgovoren operaterju trga.

V času veljavnosti te pogodbe se odgovorni bilančne skupine ne more uvrstiti v bilančno shemo ne z drugo bilančno pogodbo ne kot hierarhično nižji član drugih bilančnih skupin ali podskupin.

Balance Group

Article 4.

Balance Group is a group of Balance Scheme members which was established for the purpose of delivering balancing energy, operation of the Balance Responsible Party on the electricity market by governing balance responsibility, and risk management and control of imbalances of the Balance Responsible Party and of the hierarchically inferior members of the Balance Group, and, as such, represents a subject of the imbalance settlement.

By concluding the Balancing Agreement and complying with other conditions stated in Article 5 of this Agreement, the Balance Responsible Party establishes a Balance Group for which it is responsible to the Market Operator.

For as long as this Agreement remains valid, the Balance Responsible Party cannot be included in the Balance Scheme neither with another Balancing

Odgovorni bilančne skupine je o sklenitvi pogodbe o izravnavi, ki je podlaga za ustanovitev posameznih hierarhično nižjih članov bilančne skupine ali podskupine, dolžan obvestiti operaterja trga in predložiti izjavo o sklenitvi pogodbe o izravnavi ter zahtevo za uvrstitev v bilančno shemo iz 37. člena pravil.

Agreement nor as the hierarchically inferior member of other Balance Groups or Subgroups.

The Balance Responsible Party shall be obliged to inform the Market Operator of the conclusion of the compensation agreement which forms the basis for establishing the hierarchically inferior Balance Group or Subgroup Members, and in accordance with the Rules, shall be obliged to submit a statement regarding the conclusion of a compensation agreement and a request for inclusion in the Balance Scheme under Article 37 of the Rules. The notification and the supporting documentation may also be provided by a hierarchically inferior member of the Balance Group.

Bilančna pogodba

5. člen

Ta bilančna pogodba bo vpisana v evidenco pogodb o članstvu v bilančni shemi najkasneje v roku 5 delovnih dni od izpolnitve vseh pogojev za uvrstitev v bilančno shemo.

Za datum začetka učinkovanja bilančne pogodbe šteje dan uvrstitve v bilančno shemo. Spremembe vrste članstva v bilančni shemi in vse druge spremembe učinkujejo z datumom vpisanim v evidenco.

V primeru prehoda članov bilančne sheme med bilančnimi skupinami oziroma podskupinami začne prehod učinkovati prvega dne v mesecu, ki nastopi najmanj dva meseca kasneje od trenutka izpolnitve vseh pogojev za vpis v evidenco oziroma prvi dan meseca dogovorjenega med operaterjem trga in odgovornim bilančne skupine, če ta dan nastopi kasneje, skladno s 45. členom pravil.

Pogoji za uvrstitev v bilančno shemo so sklenjena bilančna pogodba, sklenjen dogovor o načinu izdaje

Balancing Agreement

Article 5.

This Balancing Agreement shall be recorded in the Record of Balance Scheme membership agreements within 5 working days from the fulfilment of all requisite conditions for the inclusion in the Balance Scheme.

The effective date of the balance agreement shall be the date of inclusion in the balance scheme. Changes to the type of membership in the balance scheme and all other changes shall take effect on the date entered into the Record of Balance Scheme membership agreements.

In the case of the transition of members among Balance Groups or Balance Subgroups, the transition takes effect upon entry into the Record of Balance Scheme membership agreements, which is carried out the first day of the month beginning at least one month later than the moment all conditions have been met for the entry into the Record, or the first day of the month agreed between the Market Operator and the Balance

računov in predložitev zahtevanega finančnega kritja.

Odgovorni bilančne skupine mora predložiti zahtevana finančna kritja najkasneje v roku treh mesecev od datuma sklenitve bilančne pogodbe, sicer bilančna pogodba šteje za razvezano.

Uvrstitev novega člana bilančne sheme v bilančno shemo operator trga javno objavi na spletni strani.

Responsible Party, should that day come later, in accordance with Article 45 of the Rules.

The conditions for inclusion in the Balance Scheme are a concluded Balancing Agreement, a concluded Agreement on the invoicing method, and a submitted required financial guarantee.

The Balance Responsible Party shall provide the required financial guarantees within three months from the date of the Balancing Agreement conclusion, or the Agreement shall be considered rescinded.

The Market Operator shall publish the inclusion of a new Balance Scheme member in the Balance Scheme on its official website.

Obveznosti in odgovornosti Odgovornega bilančne skupine

6. člen

Odgovorni bilančne skupine je odgovoren predvsem za:

- prijavo pogodb o izravnavi s predložitvijo izjav o sklenitvi pogodbe o izravnavi, ki so podlaga za ustanovitev posameznih hierarhično nižjih bilančnih podskupin;
- ustrezno prilagoditev finančnih kritij na poziv operaterja trga;
- prijavo sklenjenih zaprtih pogodb za celotno bilančno skupino pri operaterju trga;
- prijavo obratovalnih napovedi prevzemno-predajnih mest operaterju trga, ki pripadajo njemu samemu oziroma hierarhično nižjim članom bilančne skupine;
- sklenitev dogovora o načinu izdaje računov;
- finančno poravnavo bilančnega obračuna bilančne skupine;
- spoštovanje obveznosti iz naslova finančne poravnave bilančnega obračuna in

Obligations and Responsibilities of the Balance Responsible Party

Article 6.

The Balance Responsible Party is primarily responsible for:

- reporting a compensation agreement by submitting a statement regarding the conclusion of a compensation agreement that serves as the basis for the establishment of individual hierarchically inferior Balance Subgroups;
- adequate adjustment of financial guarantees on the Market Operator's call;
- notification of concluded closed contracts for the entire Balance Group to the Market Operator;
- report of operational forecasts of the Delivery points belonging to them or any other hierarchically inferior members of the Balance Group to the Market Operator;
- conclusion of an agreement on the invoicing method;

- posredovanje podatkov in dokumentacije na zahtevo operaterja trga na podlagi pravil.

Odgovorni bilančne skupine je objektivno odgovoren za izgubo oziroma škodo (vključno z nastalimi stroški postopka), ki jo povzroči s kršenjem veljavnih pravil.

- a financial settlement of imbalance settlement for the Balance Group;
- compliance with the obligations arising from financial settlement of imbalance settlement and
- Submission of data and documentation upon the Market Operator's request based on the Rules.

The Balance Responsible Party shall bear non-fault liability for any loss or damage (including the costs incurred in the process) caused by the infringement of the applicable Rules.

Izključitev odgovornosti Operaterja trga

7. člen

Pogodbeni stranki soglašata, da operater trga ni odgovoren za morebitno škodo ali izgube, ki nastanejo zaradi izvajanja kakršnih koli dejanj ali opustitev, ki so urejena s predpisi, pod pogojem, da ni deloval namerno oziroma s hudo malomarnostjo, na način kot to dopušča veljavno pravo.

Pogodbeni stranki soglašata, da operater trga v nobenem primeru ni odgovoren za morebitno škodo ali izgube zaradi dogodkov, ki so posledica spremembe veljavnih predpisov oziroma dejanj pristojnih organov, ter vseh drugih dogodkov, ki niso pod nadzorom operaterja trga.

Pogodbeni stranki soglašata, da operater trga nikakor ni odgovoren za dobave in prevzeme količin električne energije, ki so rezultat poslovanja na trgu z električno energijo. Prav tako operater trga ni v nobenem primeru odgovoren za morebitno škodo, nastalo kot posledica izpada dobave električne energije oziroma okvar v elektroenergetskih omrežjih.

Pogodbeni stranki soglašata, da lahko operater trga članu bilančne sheme začasno tehnično onemogoči

Exclusion of the Market Operator's Liability

Article 7.

The contracting parties agree that the Market Operator shall not be liable for any damage or loss arising from the implementation of any actions or suspension regulated by regulations, provided that its actions were not intentional or due to gross negligence to the extent permitted by applicable law.

The contracting parties agree that the Market Operator shall in no case be liable for any damage or loss arising from events that are the outcome of amendments to regulations in force or actions of the competent authorities, and any other events beyond the control of the Market Operator.

The contracting parties agree that the Market Operator shall by no means be liable for the supply and reception of electricity resulting from transactions on the electricity market. In addition, the Market Operator shall in no case be liable for any damage, which is the outcome of electricity supply failures or failures in electricity systems.

The contracting parties agree that the Market Operator may temporarily technically prevent the Balance Responsible Party from operating on the

delovanje na trgu z električno energijo ob dogodkih, ki zahtevajo tako ukrepanje v skladu s 40. členom pravil. V teh primerih operater trga ni odgovoren članom bilančne sheme za morebitno škodo ali izgube, ki bi jim nastale zaradi tehničnega onemogočanja delovanja na trgu.

Pogodbeni stranki soglašata, da Izključitev odgovornosti operaterja trga velja tudi za primer in v obsegu, v katerem operater trga izvršuje ukrepe in / ali odločbe pristojnih organov (vključno z Agencijo za energijo po določilih členov 83. do 89. EZ-2) ali ukrepe, predvidene v Pravilih.

Pogodbeni stranki soglašata, da operater trga v nobenem primeru ne odgovarja za onemogočeno ali oteženo poslovanje na trgu z električno energijo zaradi nedelovanja komunikacij, opreme, osrednjega sistema obdelave podatkov in podobno.

V primeru, ko z vsakokrat veljavnimi pravili ali drugim veljavnim predpisom ali dogovorom ni določeno drugače, operater trga do katerega koli člana bilančne sheme ne nosi odgovornosti za škodo, vključno z vsemi posrednimi ali posledičnimi škodami, tudi izgubo koristi ali zamudo, ki je nastala zaradi okoliščin ali dogodkov, naštetih v tem členu.

electricity market in events that require such action in accordance with Article 40 of the Rules. In these cases, the Market Operator shall not be liable to Balance Scheme members for damage or loss that might result from technical prevention from operating on the electricity market.

The contracting parties agree that the Exclusion of the Market Operator's Liability also applies to, and to the extent that, the Market Operator implements measures and / or decisions of competent authorities (including the Energy Agency pursuant to Articles 83 to 89 of the Energy Act (EZ-2)) or measures set out in the Rules.

The contracting parties agree that the Market Operator shall in no case be liable for disabled or impeded transactions on the electricity market resulting from a malfunction in communications, equipment, the central data processing system, etc.

Unless otherwise provided by the applicable Rules or by any other applicable regulation or agreement, the Market Operator shall not be liable to any Balance Scheme member for damages, including all direct and indirect damages, loss of profit, or delay due to the circumstances or events described in this Article.

Bilančni obračun

8. člen

Bilančni obračun se izvaja v skladu s Pravili.

Finančna poravnava bilančnega obračuna

9. člen

Odgovorni bilančne skupine s sklenitvijo te pogodbe dogovori tudi finančno poravnavo bilančnega obračuna.

Imbalance Settlement

Article 8.

The imbalance settlement shall be carried out in accordance with the Rules.

The Financial Settlement of Imbalance Settlement

Article 9.

By concluding this Agreement, the Balance Responsible Party shall also agree on the performance of the financial settlement of imbalance settlement.

Na podlagi te pogodbe odgovorni bilančne skupine pridobi status udeleženca finančne poravnave z dnem pričetka učinkovanja te bilančne pogodbe.

Operater trga kot klirinški agent zagotavlja finančno poravnavo terjatev in obveznosti odgovornega bilančne skupine kot udeleženca finančne poravnave iz naslova bilančnega obračuna, v obsegu predloženih in unovčljivih kritij v skladu z vsakokratno veljavnimi pravili.

Odgovorni bilančne skupine je kot udeleženec finančne poravnave dolžan v skladu z vsakokratno veljavnimi pravili:

- operaterja trga obvestiti o vsakršni spremembi, ki bi lahko vplivala na njegovo finančno sposobnost ter o vseh spremembah podatkov in okoliščin, ki vplivajo na izpolnjevanje obveznosti po tej pogodbi,
- predložiti zahtevana finančna kritja v predpisanem roku in
- poravnovati finančne obveznosti v predpisanih rokih.

Odgovorni bilančne skupine se s sklenitvijo te pogodbe v primeru predložitve depozita zavezuje podpisati nepreklicno pooblastilo za uporabo deponiranih denarnih sredstev na depozitnem računu, ki ga upravlja operater trga.

Odgovorni bilančne skupine se s sklenitvijo te pogodbe zavezuje podpisati tudi dogovor o načinu izdaje računov. Z dogovorom o načinu izdaje računov, se operater trga in odgovorni bilančne skupine dogovorita, da operater trga v imenu in za račun odgovornega bilančne skupine izdaja račune za odstopanja.

Based on this Agreement, the Balance Responsible Party acquires the status of the Financial Settlement Participant on the day this balancing Agreement enters into force.

As the Clearing Agent, the Market Operator ensures the financial settlement of claims and liabilities of the Balance Responsible Party, who is acting as the Financial Settlement Participant, arising from the imbalance settlement in the extent of the submitted and redeemable guarantees, in accordance with the applicable Rules.

In accordance with the applicable Rules, the Balance Responsible Party acting as the Financial Settlement Participant is obliged to:

- notify the Market Operator of any change that could affect its financial liability and of any changes of data or circumstances that affect the implementation of the liabilities referred to in this Agreement;
- submit the required financial guarantees in the prescribed time limit and
- settle the financial liabilities within the prescribed time limits.

By concluding this Agreement and in the event of submitting a deposit, the Balance Responsible Party undertakes to sign an irrevocable authorization for using its deposited funds on a deposit account managed by the Market Operator.

By concluding this Agreement, the Balance Responsible Party also undertakes to sign an Agreement on the invoicing method. With an Agreement on the invoicing method, the Market Operator and the Financial Settlement Participant agree that invoices for imbalances are issued by the Market Operator on behalf of the Balance Responsible Party and on its account.

Dolžnost obveščanja

10. člen

Odgovorni bilančne skupine je dolžan nemudoma v pisni obliki sporočiti vsako spremembo, ki bi lahko vplivala na veljavnost te pogodbe.

Vse finančne in ostale posledice, nastale zaradi nepravočasnega sporočanja sprememb, bremenijo odgovornega bilančne skupine.

Operater trga lahko kadarkoli zahteva od odgovornega bilančne skupine, da v roku osmih delovnih dni posreduje ustrezna dokazila o izpolnjevanju pogojev za članstvo v bilančni shemi. Če odgovorni bilančne skupine v roku, ki mu ga določi operater trga ne predloži zahtevanih podatkov lahko operater trga ukrepa skladno s 40. členom Pravil.

Obligation to Inform

Article 10.

The Balance Responsible Party is obliged to immediately report, in writing, any changes that could affect the validation of this Agreement.

All financial and other consequences resulting from late reporting of changes shall be borne by the Balance Responsible Party.

The Market Operator may at any time request that the Balance Responsible Party provides appropriate evidence of the fulfilment of conditions for the Balance Scheme membership within 8 working days. If the Balance Responsible Party fails to submit the required information within the deadline set by the market operator, the market operator may act in accordance with Article 40 of the Rules.

Posredovanje podatkov in informacij

11. člen

Odgovorni bilančne skupine mora operaterju trga na njegovo zahtevo v roku treh delovnih dni dostaviti vse informacije oziroma dokumentacijo o delovanju na trgu z električno energijo, vključno s pogodbami, ki jih je odgovorni bilančne skupine sklenil na trgu z električno energijo in ki so pomembne za zagotavljanje nemotenega delovanja trga in upravljanje tveganj trga z električno energijo kot celote. Operater trga lahko glede na obseg zahtevanih informacij podaljša rok za dostavo dokumentacije, vendar ne več kot na osem delovnih dni.

Operater trga se s to pogodbo zavezuje, da bo podatke in informacije, neposredno ali posredno pridobljene v procesu bilančnega obračuna in finančne poravnave bilančnega obračuna, uporabljal le za namene, vezane na bilančni obračun

Submission of Data and Information

Article 11.

Upon request the Balance Responsible Party shall provide the Market Operator with all information or documentation on the conduct of the electricity market within 8 working days, including all contracts that were concluded by the Balance Responsible Party on the market and are relevant for the uninterrupted operation of the electricity market as a whole.

By signing this Agreement, the Market Operator undertakes to use all data and information that were gathered directly or indirectly during the imbalance settlement and the financial settlement of imbalance settlement solely for the purposes relating to clearing and imbalance settlement, and shall not disclose them to third parties, unless performing the obligations that arise from the regulations in force, especially from the Electricity

ter finančno poravnavo bilančnega obračuna in jih ne bo posredoval tretjim osebam, razen za izvrševanje obveznosti, ki izhajajo iz veljavnih predpisov, posebej Zakona o oskrbi z električno energijo, predpisov, izdanih na njegovi podlagi in vsakokrat veljavnih pravil ter določb te pogodbe.

Posebna določba o medsebojnih razmerjih

12. člen

Operater trga obvesti systemskega operaterja o ustanovitvi bilančne skupine ter mu posreduje kontaktne podatke odgovornega bilančne skupine in druge relevantne podatke v skladu s to pogodbo.

Odgovorni bilančne skupine in operater trga si izmenjata kontaktne podatke oseb, odgovornih za prijavo zaprtih pogodb in obratovalnih napovedi, za finančno poravnavo bilančnega obračuna in ostalo medsebojno komunikacijo.

Operater trga na podlagi evidence odprtih pogodb in v skladu s pravili definira prevzemno predajna mesta na prenosnem in distribucijskem omrežju, za katera mora odgovorni bilančne skupine prijavljati obratovalno napoved proizvodnje in odjema ter morebitne njihove spremembe. V okviru tehničnih možnosti mora odgovorni bilančne skupine za ta prevzemno predajna mesta upoštevati zahteve systemskega operaterja za spremembo proizvodnje ali odjema, ki izhajajo iz obratovalnih težav v realnem času.

Odpoved pogodbe

13. člen

Operater trga lahko odpove odgovornemu bilančne skupine bilančno pogodbo, na podlagi obrazložene odpovedi bilančne pogodbe brez odpovednega roka z učinkom od datuma prenehanja članstva v

Supply Act, the regulations issued on its basis, and from the applicable Rules, as well as from the provisions of this Agreement.

Specific Provision on Mutual Relations

Article 12.

The Market Operator informs the Transmission System Operator about the formation of a Balance Group and submits the contact information of the Balance Responsible Party and other relevant data in accordance with this Agreement.

The Balance Responsible Party and the Market Operator exchange contact information for persons responsible for the reporting of closed contracts, operational forecasts, financial settlement of imbalance settlement, and other communication purposes.

Based on the Record of Open Contracts and in accordance with the Rules, the Market Operator shall define the Delivery points in the transmission and distribution system for which the Balance Responsible Party must report operational forecasts for production and consumption of electricity, and any changes subsequent. Within the technical possibilities available for these Delivery points, the Balance Responsible Party must take into consideration the requests of the Transmission System Operator for the production or consumption change, which could occur due to real-time operational difficulties.

Termination of the Agreement

Article 13.

The Market Operator may terminate a Balancing Agreement concluded with the Balance Responsible Party based on a justified termination of the Balancing Agreement without notice and with

bilančni shemi, ki je vpisan v evidenci pogodb o članstvu v bilančni shemi:

- če je bil član bilančne sheme sprejet na podlagi neresničnih oziroma napačnih podatkov;
- če nastopijo pravne posledice začetka stečaja oziroma likvidacije člana bilančne sheme;
- če član bilančne sheme ne omogoči pregleda dokumentacije v zvezi s posli, ki jih je sklenil na trgu z električno energijo;
- če član bilančne sheme krši določbe veljavnih predpisov na področju trga z električno energijo ali določbe drugih veljavnih predpisov, ki imajo lahko vpliv na sposobnost člana bilančne sheme, da deluje v skladu s pravili;
- če član bilančne sheme ne izpolnjuje svojih obveznosti po tej pogodbi;
- če član bilančne sheme na podlagi opozorila operaterja trga ne ukrepa v primeru, da podrejeni člani bilančne sheme kršijo pravila oziroma na podlagi opozorila operaterja trga ne odpove pogodbe o izravnavi;
- če na poziv operaterja trga ne sklene aneksa k bilančni pogodbi, s katerim se zagotovi skladnost vsebine pogodbe s pravili;
- če član bilančne sheme na kakršen koli drug način krši pravila.

V primeru, da odgovornemu bilančne skupine hierarhično podrejena bilančna podskupina krši določbe veljavnih predpisov na področju trga z električno energijo ali določbe drugih veljavnih predpisov, ki imajo lahko vpliv na sposobnost člana bilančne sheme, da deluje v skladu s pravili, operater trga odgovornega bilančne skupine opozori na kršitve in zahteva odpravo teh. V primeru, da se kršitve ne odpravijo, mora odgovorni bilančne skupine na podlagi opozorila

effect from the moment the cessation of the Balance Scheme membership is entered into the Record of Balance Scheme membership agreements:

- If the Balance Scheme member was admitted based on untrue or false information;
- If legal consequences occur as a result of the bankruptcy or liquidation proceedings of the Balance Scheme member;
- If the Balance Scheme member fails to enable the examination of the documentation relating to the transactions concluded on the electricity market;
- If the Balance Scheme member violates the provisions of the regulations in force concerning the electricity market, or the provisions of other applicable regulations that can influence the Balance Scheme member's ability to act in accordance with the Rules;
- If the Balance Scheme member fails to fulfil their obligations under the Balancing Agreement;
- If the Balance Scheme member fails to act based on the Market Operator's warning if subordinate members of the Balance Scheme violate the Rules, or fails to cancel the compensation agreement on the basis of the Market Operator's warning;
- If the Balance Scheme member does not conclude an Annex to the Balancing Agreement on the Market Operator's call, which would ensure compliance of the agreement content with the Rules;
- If the Balance Scheme member breaches the Rules in any other way.

operaterja trga takemu članu odpovedati pogodbo o izravnavi oziroma urediti odpoved pogodbe o izravnavi med podrejenimi člani bilančne sheme z namenom prenehanja članstva kršitelja. Če kljub opozorilu operaterja trga kršitve niso odpravljene, lahko operater trga odpove bilančno pogodbo sklenjeno z odgovornim bilančne skupine.

Odgovorni bilančne skupine lahko odpove bilančno pogodbo, pri čemer odpoved učinkuje le, če ima na dan predložene odpovedi izpolnjene in poravnane vse odprte obveznosti do operaterja trga ter:

- nima hierarhično nižjih članov bilančne skupine, ni dobavitelj nobenemu odjemalcu oziroma proizvajalcu in ne oskrbuje lastnih prevzemno-predajnih mest, s čimer preneha biti član bilančne sheme, ali
- sklene pogodbo o izravnavi, ki je novi temelj njegovega članstva v bilančni skupini ali podskupini, s čimer postane odgovorni bilančne podskupine.

Odpoved bilančne pogodbe s strani odgovornega bilančne skupine začne učinkovati z dnem, ki je vpisan v evidenco pogodb o članstvu v bilančni shemi. Odpoved pogodbe učinkuje, v kolikor je ta podana skladno s prejšnjim odstavkom, v roku 5 delovnih dni od prejema obvestila o odpovedi bilančne pogodbe.

V primeru odpovedi pogodbe s strani odgovornega bilančne skupine lahko ta v sami odpovedi bilančne pogodbe navede želeni dan vpisa v evidenco pogodb o članstvu v bilančni shemi, ki hkrati pomeni datum učinkovanja odpovedi bilančne pogodbe, ki pa v nobenem primeru ne more biti določen prej, kot poteče rok 5 delovnih dni iz prejšnjega odstavka.

When a hierarchically inferior Balance Subgroup of the Balance Responsible Party breaches the provisions of the applicable regulations governing the electricity market, or the provisions of other applicable regulations which can influence the Balance Scheme member's ability to act in accordance with the Rules, the Market Operator shall warn the Balance Responsible Party and require the infringements to be brought to an end. If the infringements are not rectified, the Balance Responsible Party shall cancel the compensation agreement concluded with such a member based on the Market Operator's warning or arrange the cancellation of the compensation agreement between the subordinated Balance Scheme members to cease the membership of the infringer. If the infringements are not remedied despite the Market Operator's warning, the Market Operator may terminate the Balancing Agreement concluded with the Balance Responsible Party.

The Balance Responsible Party may terminate the Balancing Agreement, if it has fulfilled and settled all outstanding obligations towards the Market Operator on the day of its exit from the Balance Scheme, and

- It has no hierarchically inferior Balance Group Members, it is not a supplier to any consumer or producer, and it does not supply any self-owned Delivery points, all of which ceases its membership in a Balance Scheme, or
- It concludes a compensation agreement which becomes a new foundation for its membership of a Balance Group or Subgroup, which makes it the Balance Subgroup Responsible Party.

The termination of the Balancing Agreement by the Balance Responsible Party becomes effective on

Predložena finančna kritja odgovornega bilančne skupine morajo ostati v veljavi oziroma lahko operater trga zadrži predložena finančna kritja do izpolnitve morebitnih obveznosti iz naslova bilančnega obračuna vključno s poračunom bilančnega obračuna.

V primeru, da odgovorni bilančne skupine prestopi v drugo bilančno skupino, kot odgovorni bilančne podskupine, mora od odgovornega bilančne skupine, v katero se uvršča, pridobiti izjavo, da se smejo finančna kritja odgovornega bilančne skupine uporabljati za kritje obveznosti iz naslova letnega poročuna odgovornega bilančne podskupine, skladno s 7. odstavkom 42. člena pravil.

V primeru odpovedi pogodbe o članstvu v bilančni shemi ali razveze pogodbe o članstvu v bilančni shemi se vse zaprte pogodbe, vpisane v evidenco zaprtih pogodb, v katerih je ena izmed pogodbenih strank izključeni član bilančne sheme, štejejo za razvezane, in sicer od dneva prenehanja članstva.

the day of the entry of the termination into the Record of Balance Scheme membership agreements. The entry of the termination shall be made within 5 working days from receipt of the notification of the termination of the Balancing Agreement.

In the case of the termination of the Balancing Agreement by the Balance Responsible Party, the latter can indicate the desired day of the entry into the Record of Balance Scheme membership agreements, which also specifies the date when the termination of the Balancing Agreement shall take effect, and which shall in no case be prior to the expiry of 5 working days referred to in the previous paragraph.

The financial guarantees submitted by the Balance Responsible Party shall remain valid and/or the Market Operator shall retain them until potential liabilities arising from imbalance settlement, including annual imbalance settlement recalculation, have been settled.

In the event of transition of the Balance Responsible Party to another Balance Groups the Balance Subgroup Responsible Party, it shall acquire a statement from the superior Balance Responsible Party stating that the financial guarantees of the superior Balance Responsible Party may also be used to cover the liabilities arising from the annual recalculation of the Balance Subgroup Responsible Party, in accordance with paragraph 7 of Article 42 of the Rules.

In the case of the termination of the Balance Scheme membership agreement or the rescission of the Balance Scheme membership agreement, all closed contracts entered into the Record of Closed Contracts, where one of the contracting parties is

Začasno tehnično onemogočanje delovanja na trgu z električno energijo

14. člen

Operater trga lahko članu bilančne sheme, ki nima bilančno pripadajočih prevzemno-predajnih mest, začasno tehnično onemogoči delovanje na trgu z električno energijo:

- če ne izpolni zapadlih finančnih obveznosti;
- če ne predloži finančnih kritij zahtevanih s strani operaterja trga;
- če na poziv operaterja trga ne sklene aneksa k bilančni pogodbi, s katerim se zagotovi skladnost vsebine pogodbe s pravili;
- če član bilančne sheme ne ravna v skladu s prvim odstavkom 11. člena te pogodbe;
- če ne zagotavlja tehničnih, kadrovskih in drugih pogojev, ki jih mora zagotoviti za uporabo informacijskega sistema operaterja trga;
- na zahtevo systemskega operaterja v primeru, da bi delovanje člana bilančne sheme lahko ogrozilo stabilnost delovanja elektroenergetskega sistema ali
- na zahtevo Agencije za energijo.

Začasno tehnično onemogočanje delovanja na trgu z električno energijo se nemudoma vpiše v evidenco o članstvu v bilančni shemi ter traja dokler niso odpravljeni razlogi iz prejšnjega odstavka. O vsakem primeru začasnega tehničnega onemogočanja delovanja operater trga po elektronski pošti obvesti člana bilančne sheme, odgovorne bilančne skupine, elektrooperaterje, energetske borzo oziroma imenovanega operaterja trga z električno energijo in Agencijo za energijo, ki v primeru zahteve iz 18. člena te pogodbe odloča o ukrepu.

the excluded Balance Scheme member, shall be considered rescinded from the date of the membership cessation.

Temporary Technical Prevention from Operating on the Electricity Market

Article 14.

The Market Operator may temporarily technically prevent the Balance Responsible Party or a hierarchically inferior Balance Scheme member from operating on the electricity market:

- If the Balance Scheme member fails to meet outstanding financial obligations;
- if the Balance Scheme member fails to submit financial guarantees required by the Market Operator;
- if the Balance Scheme member does not conclude an Annex to the Balancing Agreement on the Market Operator's call, which would ensure compliance of the agreement content with the Rules;
- if the Balance Scheme member fails to act in accordance with paragraph 1 of Article 11 of this Agreement;
- if the Balance Scheme member fails to meet technical, staff and other conditions necessary to ensure the use of the Market Operator's information system or the settlement system;
- upon the request of the Transmission System Operator if the operations of the Balance Scheme member threaten the stability of the operation of the electricity system; or
- due to a request from the Energy Agency.

Temporary technical prevention from operating on the electricity market shall be immediately entered into the Record of Balance Scheme membership agreements and shall apply as long as the reasons from the previous paragraph persist. Every time a temporary technical prevention from operating on the electricity market is implemented, the Market

V primeru začasnega tehničnega onemogočanja delovanja na trgu z električno energijo se članom prepreči prijava obratovalnih napovedi in zaprtih pogodb, katerih stranka je član, ki mu je bilo začasno tehnično onemogočeno delovanje na trgu, za obdobje trajanja omejenega delovanja, in objavi ukrep na spletni strani operaterja trga. Zaprte pogodbe, ki so bile evidentirane s članom kot stranko pogodbe, se iz evidence odstranijo, in sicer z učinkovanjem ukrepa začasnega tehničnega onemogočanja delovanja na trgu z električno energijo. O tem se po elektronski poti obvesti vse člane bilančne sheme, ki so bili navedeni kot partnerji v odstranjenih zaprtih pogodbah. Operater trga lahko določi, da omejitve delovanja v bilančni shemi veljajo tudi za morebitne hierarhično nižje člane bilančne skupine, v primeru, da se začasno tehnično onemogočanje delovanja na trgu z električno energijo nanaša na odgovornega bilančne skupine.

Operator shall inform by email the Balance Responsible Parties, the Transmission System Operator, Nominated Electricity Market Operator and the Energy Agency, which in the event of a request stated in Article 18 of this Agreement decides on the measures to be taken.

In the event of temporary technical prevention from operating on the electricity market, members shall be prevented from reporting of operational forecasts and closed contracts whose contracting party is a member, who is temporarily technically prevented from operating on the electricity market for the period of its prevented operation; the measure shall be published on the Market Operator's website. Closed contracts that were recorded with a member as a contracting party shall be removed from the records, by the effect of the temporary technical prevention from operation on the electricity market. All members of the balance scheme, who were listed as a contracting party in the removed closed contracts, are notified electronically.

Nadzor in ukrepi Agencije za energijo

15. člen

Pogodbeni stranki soglašata, da ima Agencija za energijo v skladu z Energetskim zakonom (EZ-2), zlasti členi 83 do 89, pravico izvajati nadzor nad izvajanjem te pogodbe in izreči ukrepe, vključno z opozorili, odločbami za odpravo kršitev, začasno prepovedjo opravljanja dejavnosti, zasegom dokumentacije ter izdajo nujnih in začasnih ukrepov, ko so za to izpolnjeni pogoji. Stranki sta dolžni vse ukrepe nemudoma izvrševati.

Supervision and Enforcement Measures by the Energy Agency

Article 15.

The contracting parties agree that the Energy Agency, in accordance with the Energy Act (EZ-2), particularly Articles 83 to 89, has the right to supervise the implementation of this Agreement and to impose measures, including warnings, decisions to remedy violations, temporary prohibitions on performing activities, seizure of documentation, and the issuance of urgent and interim measures when the conditions for such actions are met. The parties are obliged to implement all measures immediately.

Izvrševanje pogodbe

Enforcement of the Agreement

16. člen

Pogodbeni stranki se s podpisom te pogodbe zavezujeta, da bosta ravnali kot dobra strokovnjaka in pri svojem ravnanju spoštovali vsakokratni veljavni Energetski zakon, Zakon o oskrbi z električno energijo in na njegovi podlagi izdane podzakonske predpise ter vsakokrat veljavna pravila.

Pogodbeni stranki soglašata, da so določila vsakokratno veljavnih pravil, ki se nanašajo na medsebojne pravice in obveznosti pogodbenih strank, sestavni del te pogodbe.

V kolikor se odgovorni bilančne skupine ne strinja s spremembo pravil, sme v roku petnajst (15) dni po objavi spremembe odstopiti od te pogodbe. V kolikor odgovorni bilančne skupine od pogodbe ne odstopi, se šteje, da se s spremembo pravil strinja in soglaša, da postanejo sestavni del te pogodbe.

Pogodbeni stranki se zavezujeta, da bosta storili vse, kar je potrebno za izvrševanje te pogodbe.

Pogodbeni stranki se zavezujeta, da bosta določbe te pogodbe razlagali v duhu vsakokrat veljavnega Zakona o oskrbi z električno energijo in na njegovi podlagi izdanih podzakonskih predpisov ter vsakokrat veljavnih pravil.

Spremembe in dopolnitve pogodbe

17. člen

Vse morebitne spremembe in dopolnitve te pogodbe pogodbeni stranki uredita s pisnim aneksom k tej pogodbi.

Article 16.

By signing this Agreement, the contracting parties undertake to act professionally and adhere to the applicable Energy Act, Electricity Supply Act and statutory acts issued on its basis, and the applicable Rules.

The contracting parties agree that the provisions from the applicable Rules relating to the mutual rights and obligations of the contracting parties constitute an integral part of this Agreement.

If the Balance Responsible Party does not agree with the amendment of the Rules, it is allowed to withdraw from this Agreement within 15 days after the publication of the amendment. If the Balance Responsible Party does not withdraw from this Agreement, it shall be deemed that it agrees with the amendment of the Rules and consents that the amendment becomes a constituent part of this Agreement.

The contracting parties undertake to make every effort to ensure the enforcement of this Agreement.

The contracting parties undertake to interpret the provisions of this Agreement in the spirit of the applicable Electricity Supply Act and statutory acts issued on its basis, and the applicable Rules

The Amendments and Supplements to the Agreement

Article 17.

The contracting parties shall settle all prospective amendments and supplements of this Agreement with a written annex to this Agreement.

Reševanje sporov

18. člen

V primeru začasnega tehničnega onemogočanja delovanja na trgu z električno energijo in v primerih iz 114. člena Pravil, ima član bilančne sheme možnost vložiti zahtevo za odločitev v sporu z operaterjem trga na Agencijo za energijo, v roku 15 dni od datuma, ko je bilo poslano obvestilo iz drugega odstavka 14. člena te pogodbe, po postopku iz 65. do 69. člena Energetskega zakona EZ-2 (Uradni list RS, št. 38/2024).

19. člen

Vse morebitne spore v zvezi s to pogodbo bosta stranki poskušali reševati po mirni poti, če pa to ne bo mogoče, sta stranki sporazumni, da je za reševanje vseh morebitnih sporov iz te pogodbe pristojno sodišče v Ljubljani.

Za to pogodbo se določa uporaba prava Republike Slovenije.

Dispute Settlement

Article 18.

In the event of a temporary technical prevention from operating on the electricity market and in the cases referred to in Article 114 of the Rules, the Balance Responsible Party shall have the opportunity to file a request with the Energy Agency within 15 days from sending the notification referred to in paragraph 2 of Article 14 of this Agreement, in accordance with the procedure set out in Articles 65 to 69 of the Energy Act (EZ-2) (Official Gazette of the Republic of Slovenia, No. 38/2024).

Article 19.

All disputes arising out of or in connection with this Agreement shall to the extent possible be settled amicably by negotiation between the parties. If this is not possible, the parties agree that the eventual disputes shall be settled by the competent court in Ljubljana.

The governing law of this Agreement is the law of the Republic of Slovenia.

Veljavnost pogodbe

20. člen

Ta pogodba prične veljati z dnem, ko jo podpišeta obe pogodbeni stranki, uporabljati pa se prične skladno s 5. členom te pogodbe.

Validity of the Agreement

Article 20.

This Agreement shall enter into force on the day it is signed by both contracting parties and shall enter into service in accordance with Article 5 of this Agreement.

Končne odločbe

21. člen

Final Provisions

Article 21.

Ta pogodba je lahko podpisana v pisni ali elektronski obliki.

Če je pogodba podpisana v pisni obliki, je napisana in podpisana v dveh (2) enakih izvodih, od katerih prejme vsaka pogodbeni stranka en (1) izvod.

Če je pogodba podpisana z elektronskim podpisom, je pogodba sklenjena v enem (1) izvodu, elektronski podpis pa je pravno enakovreden lastnoročnemu podpisu, če je skladen s predpisi o elektronskem podpisovanju.

V primeru neskladja slovenska verzija te pogodbe prevlada nad angleško.

This Agreement may be signed in written or electronic form.

If the Agreement is signed in written form, it shall be drawn up and signed in two (2) identical counterparts, each Contracting Party receiving one (1) counterpart.

If the Agreement is signed with an electronic signature, the Agreement shall be concluded in one (1) original electronic copy, and the electronic signature shall be legally equivalent to a handwritten signature, if it complies with the regulations governing electronic signing.

In the event of any inconsistency, the Slovenian version of this Agreement shall prevail over the English version.

Ljubljana, [Datum dokumenta]

BORZEN, d.o.o.

Peter Žmak, direktor (General Manager)

[Partner: Pošta], _____

[Partner]

[Kontakt partnerja], direktor (General Manager)
