

Pursuant to the Article 17 of the Rules on the operation of the electricity market (Official Gazette of the RS, No. 163/22) and Balancing agreement no. \_\_\_\_\_ and in accordance with Article 81 of the Value Added Tax Act – ZDDV-1 (Official Gazette of the RS No. 13/11 - official consolidated text, 18/11, 78/11, 38/12, 83/12, 86/14 and 90/15, hereinafter: ZDDV-1)

**BORZEN, operater trga z elektriko, d. o. o.**, Dunajska cesta 156, Ljubljana, Slovenia,

represented by General Manager Mojca Kert,

Registration number: 1613383000,

VAT ID: SI 27799468

(hereinafter: Clearing Agent)

and

---

represented by \_\_\_\_\_,

Registration number: \_\_\_\_\_,

VAT ID: \_\_\_\_\_,

(hereinafter: Financial Settlement Participant)

conclude the following

## **AGREEMENT ON THE INVOICING METHOD No. \_\_\_\_\_**

### **Article 1**

By this Agreement, the contracting parties agree that invoices for imbalances are issued by the Clearing Agent on behalf of the Financial Settlement Participant and on its account.

### **Article 2**

Invoices for imbalances include all elements under Article 82 of the ZDDV-1 and are valid as invoices.

## Article 3

By this Agreement, the Clearing Agent and the Financial Settlement Participant agree the following:

- Financial Settlement Participant authorises the Clearing Agent to issue invoices for imbalances on his behalf;
- Financial Settlement Participant declares that he shall, for the duration of this Agreement, accept such invoices as his own;
- Financial Settlement Participant must be identified for VAT purposes for the duration of this Agreement and shall not issue invoices on his own for imbalances which are the subject of this Agreement.
- Financial Settlement Participant must immediately and no longer than within eight (8) days following the date of change notify the Clearing Agent about the change of VAT identification number or the date when VAT identification number cease to be valid;
- The Clearing Agent must be identified for VAT purposes throughout the duration of this Agreement;
- The invoice must include an indication that the denominated VAT on the invoice is the liability of the supplier or, in the system of VAT reverse charge, the denominated VAT is the liability of the buyer;
- The Clearing Agent is obliged to notify Financial Settlement Participant in advance if, under his authorisation, a third party shall issue invoices.

## Article 4

This Agreement shall enter into force on the day it is signed by both contracting parties, and it is in use from the day of Balancing Agreement registration in to the Record of Balance Scheme membership agreements, all along the validity of Balancing agreement no. \_\_\_\_\_.

## Article 5

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

## Article 6

This Agreement is written and signed in two (2) identical copies, one (1) for each contracting party.

\_\_\_\_\_

General Manager

\_\_\_\_\_

Ljubljana, \_\_\_\_\_

General Manager

Mojca Kert