

BORZEN, operater trga z elektriko, d. o. o., Dunajska cesta 156, 1000 Ljubljana, Slovenija, matična št. 1613383000, davčna št. SI27799468, ki jo zastopa direktorica Mojca Kert, kot Registrirani poročevalec po REMIT (v nadaljnjem besedilu: RRM),

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 [PodpisnikSLO], (v nadaljnjem besedilu: tržni udeleženec)

dogovorita in skleneta naslednjo

POGODBO

o »Poročanju podatkov o energetskih veleprodajnih poslih« – RRM REMIT poročanje

1. člen

(uvodne ugotovitve)

Pogodbeni stranki uvodoma kot nesporno ugotavljata, da:

- je Evropska Komisija sprejela Uredbo (EU) št. 1227/2011, ki ureja celovitost in preglednost veleprodajnega energetskega trga (v nadaljevanju: REMIT), spremenjena z Uredbo (EU) 2024/1106 o spremembi uredb (EU) št. 1227/2011 in (EU) 2019/942, ki uvaja okvir za spremljanje veleprodajnih energetskih trgov z namenom odkrivanja in preprečevanja tržnih manipulacij ter trgovanja na podlagi notranjih informacij;
- morajo tržni udeleženci v skladu z 8. členom REMIT Agenciji za sodelovanje energetskih regulatorjev (v nadaljevanju »ACER«) redno poročati podrobnosti o veleprodajnih energetskih pogodbah tako v zvezi z dobavo električne energije in zemeljskega plina kot tudi v zvezi s prevozom (transportom) teh dobrin;
- je zaradi operativne zanesljivosti dopustno, da se poročanje evidenc transakcij izvaja prek registriranih poročevalcev (Registered Reporting Mechanisms – v nadaljevanju RRM);
- je BSP Energetska Borza d.o.o., Dunajska cesta 156, 1000 Ljubljana, matična številka: 3327124000 (v nadaljevanju: BSP), ki deluje kot organizirano mesto trgovanja (OMP), skladno z uredbo REMIT z družbo

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, Mojca Kert, as a registered reporter as per the REMIT (hereinafter: the RRM),

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 [PodpisnikSLO], (hereinafter: Market Participant)

hereby agree to conclude the following

CONTRACT

on “Reporting of Data on Wholesale Energy Market Transactions” – RRM REMIT Reporting

Article 1.

(Introductory Findings)

The Contracting Parties state in the introductory provisions, as an undisputed fact, that:

- the European Commission adopted Regulation (EU) No 1227/2011 on Wholesale Energy Market Integrity and Transparency (hereinafter: REMIT), as amended by Regulation (EU) 2024/1106 amending Regulations (EU) No 1227/2011 and (EU) 2019/942, as regards improving the Union’s protection against market manipulation on the Wholesale Energy Market;
- pursuant to Article 8 of REMIT, Market Participants shall report to the Agency for the Cooperation of Energy Regulators (hereinafter: “ACER”) the records of transactions, including orders to trade, relating to wholesale energy products, including contracts for the supply of electricity and natural gas and contracts relating to the transportation of electricity and natural gas;
- for reasons of operational reliability, the reporting of records of transactions, including orders to trade, is performed through Registered Reporting Mechanisms (RRMs);
- BSP Energetska Borza d.o.o., Dunajska cesta 156, 1000 Ljubljana, registration number: 3327124000 (hereinafter: BSP), acting as an organised market place (OMP), has concluded with Borzen an

Borzen sklenil Dogovor o poročanju podatkov o energetskih veleprodajnih poslih (v nadaljevanju: Dogovor), s katerim BSP določa Borzen kot pooblaščenega RRM, ki bo s sklenitvijo te pogodbe odgovoren za izvajanje nalog in izpolnjevanje obveznosti v skladu s pogoji, določenimi v tej pogodbi;

- bosta pogodbeni stranki za izvrševanje te pogodbe upoštevali Izvedbene uredbe Komisije (EU) (v nadaljevanju: IU) in Delegirane akte (EU) (v nadaljevanju: DA) ter vsakokrat veljavni verziji Uporabniškega priročnika za poročanje o trgovanju (v nadaljevanju: TRUM) ter Postopkovnega priročnika za poročanje transakcij in temeljnih podatkov (v nadaljevanju: MoP), kot tudi druge vsakokrat veljavne smernice oziroma priporočila ACER, (v nadaljevanju: t.i. »third-level« dokumenti, izdani s strani ACER);
- je namen sklenitve te pogodbe urediti medsebojne pravice in obveznosti pogodbenih strank v zvezi z izvedbo storitve »Poročanje podatkov o energetskih veleprodajnih poslih«.

2. člen

(pomen izrazov)

Izrazi, uporabljeni v tej pogodbi, imajo pomen, kot določa REMIT ter vsi na njeni podlagi sprejeti akti, vključno z vsemi izvedbenimi uredbami Komisije in delegiranimi akti Komisije (ang. »REMIT Implementing Acts«).

3. člen

(predmet pogodbe)

Pogodbeni stranki sta soglasni, da RRM za tržnega udeleženca posreduje ACER podatke o trgovanju na energetski borzi (OMP) BSP SouthPool v skladu s členi 3, 4 in 5 vsakokrat veljavne Izvedbene uredbe (EU), in sicer za trgovanje na:

- dnevnem trgu (»Day-Ahead«),
- znotraj-dnevnem trgu (»Intraday«) in
- avkcijah na znotraj-dnevnem trgu (»Intraday Auctions«).

Poročani podatki za navedeno trgovanje na BSP vključujejo podatke iz knjige naročil, tj. ujemajoča in neujemajoča naročila, sklenjene posle ter dogodke življenjskega cikla (npr. vnos, sprememba, preklic ipd.), kot določa IU.

Agreement on the Reporting of Data on Wholesale Energy Market Transactions (hereinafter: the Agreement), under which BSP designates Borzen as the nominated RRM which, upon the conclusion of this Contract, shall be responsible for performing the tasks and fulfilling the obligations in accordance with the terms set out in this Contract;

- for the performance of this Contract, they shall comply with the relevant Commission Implementing Regulations (EU) (hereinafter: IR) and Commission Delegated Acts (EU) (hereinafter: DA), as well as with the currently applicable versions of the Transaction Reporting User Manual (hereinafter: TRUM) and the Manual of Procedures on transaction data, fundamental data and inside information reporting (hereinafter: MoP), and with any other guidance and/or recommendations of ACER in force from time to time (hereinafter: "third-level" ACER documents);
- the purpose of this Contract is to set out the mutual rights and obligations of the Contracting Parties in relation to the provision of the service "Reporting of Data on Wholesale Energy Market Transactions".

Article 2.

(Definitions)

Terms used in this Contract shall have the meaning assigned to them in REMIT and in all acts adopted on its basis, including all Commission Implementing Regulations and Commission Delegated Acts (together: the "REMIT Implementing Acts").

Article 3.

(Subject of the Contract)

The Contracting Parties agree that the RRM shall, on behalf of the Market Participant, submit to the ACER data relating to trading on the organised market place (OMP) BSP SouthPool, in accordance with Articles 3, 4 and 5 of the Implementing Regulation (EU) as applicable from time to time, for trading on:

- the Day-Ahead market,
- the Intraday market,
- Intraday Auctions.

The reported data for the above trading on BSP shall include order book data, i.e. matched and unmatched orders, concluded trades, and lifecycle events (e.g. submission, modification, cancellation, etc.), as required under the IR.

RRM bo posredoval zgolj podatke, ki se nanašajo na tržnega udeleženca, s katerim je sklenjena pogodba, in so navedeni v tej pogodbi.

V primeru poziva s strani ACER ali drugih organov bo RRM posredoval tudi podatke, ki jih bo zahteval pristojni organ. V tem primeru bo tržni udeleženec po potrebi zagotovil tudi druge podatke, ki niso navedeni v pogodbi in jih bo zahteval ACER ali drug pristojni organ.

Podatki iz tega člena bodo ACER-ju posredovani v roku in na način kot je določeno v IU in DA ter skladno s TRUM in MoP oziroma kot je določeno v 5. členu te pogodbe.

The RRM shall submit only the data relating to the Market Participant with whom this Contract is concluded and as specified in this Contract.

In the event of a request by ACER or other competent authorities, the RRM shall also submit any data required by the competent authority. In such case, the Market Participant shall, where necessary, provide additional data not specified in this Contract, as requested by ACER or another competent authority.

The data referred to in this Article shall be submitted to ACER within the deadlines and in the manner set out in the IR and DA, and in accordance with the TRUM and MoP, or as provided for in Article 5 of this Contract.

4. člen

(obveznosti tržnega udeleženca)

Tržni udeleženec potrjuje in se strinja, da:

- ostaja izključno odgovoren in zavezan k predložitvi vseh podatkov, ki so predmet obveznosti poročanja in niso vključeni v poročanje po tej pogodbi;
- mora predložiti kodo tržnega udeleženca (»Market Participant Code«), t.j. enolično kodo, ki jo ACER dodeli tržnemu udeležencu ob registraciji v skladu z REMIT in IU;
- pooblašča BSP, da zanj posreduje vse podatke oziroma informacije, iz 3. člena te pogodbe in so potrebne za izvrševanje te pogodbe v roku in na način, ki ga določajo REMIT, DA, IU ter »third-level« dokumenti;
- bo RRMju posredoval tudi vse podatke, ki jih bo zahteval ACER ali drug nadzorni organ, in sicer v rokih in na način kot bo zahtevano;
- bo RRMja pravočasno obvestil o morebitnih odstopanjih od s to pogodbo predvidenega obsega poročanja;
- bo posredovati popolne in točne podatke;
- bo izvršil plačila v dogovorjenem roku;
- bo RRM-ja takoj oz. v najkrajšem možnem času obvestil o spremembah, ki bi lahko vplivale na izvajanje te pogodbe, zlasti o spremembah v podatkih podjetja (naziv, naslov, EIC/ACER koda ipd.);
- bo varoval pridobljene podatke in informacije o vsebini te pogodbe kot poslovno skrivnost;
- se obveznost poročanja in posledično storitve, ki jih RRM zagotavlja na podlagi te pogodbe, lahko kadar koli spremenijo zaradi nadaljnjega regulatornega razvoja in smernic.

Article 4.

(Obligations of the Market Participant)

The Market Participant confirms and agrees that:

- it remains solely responsible and liable for the submission of all data that are subject to reporting obligations and are not included in the reporting under this Contract;
- it shall provide the Market Participant Code, i.e. the ACER registration code provided by the Market Participant during registration under REMIT and the applicable IR;
- it authorises BSP to submit on its behalf all data and/or information referred to in Article 3 of this Contract that are necessary for the performance of this Contract, within the deadlines and in the manner laid down in REMIT, the DA, the IR, and the relevant ACER "third-level" documents;
- it shall provide to the RRM any additional data requested by ACER or another competent supervisory authority, within the deadlines and in the manner required;
- it shall timely notify the RRM of any deviations from the reporting scope envisaged under this Contract;
- it shall make payments within the agreed deadlines;
- it shall notify the RRM immediately, or as soon as reasonably possible, of any changes that may affect the performance of this Contract, in particular changes to the company details (name, address, EIC / ACER code, etc.);
- it shall treat the obtained data and information and the contents of this Contract as confidential business information;
- it acknowledges that the reporting obligation and, consequently, the services provided by the RRM under this Contract may be amended at any time

due to further regulatory developments and guidance.

5. člen

(obveznosti RRM)

RRM se zavezuje:

- ACER-ju posredovati vse podatke oziroma informacije, ki so določene v 3. členu te pogodbe, in sicer skladno z določili vsakokrat veljavnih predpisov (REMIT, DA, IU ter »third-level« dokumenti); pod pogojem, da so ti podatki oziroma informacije s strani tržnega udeleženca oz. s strani BSP, RRM-ju posredovani na način in v rokih iz te pogodbe.
- da bo zagotavljal učinkovito in varno izmenjavo ter obdelavo informacij z ACER. RRM bo zagotavljal varnost, zaupnost in celovitost informacij, avtentikacijo vira informacij ter neprekinjeno poslovanje.
- v primeru zamude s posredovanjem podatkov oziroma informacij RRM-ju, bo RRM te podatke oziroma informacije ACER-ju posredoval nemudoma oz. najkasneje naslednji delovni dan, šteto od prejema.
- prevzeto obveznost poročanja ACER-ju izvršiti kvalitetno, strokovno, vestno in pravilno ter v skladu z REMIT, IU, DA in zahtevami ACER-ja;
- tržnemu udeležencu zagotoviti dostop do podatkov o energetskih veleprodajnih poslih, ki so predmet te pogodbe. Dostop do podatkov bo mogoč preko spletne aplikacije in bo vključeval:
 - o XML datoteke, ki so bile v imenu tržnega udeleženca posredovane ACER,
 - o Potrdilo ACER o sprejemu ali zavrnitvi poslanih podatkov,
 - o Datoteke, ki so bile s strani tržnega udeleženca, oz. zanj po pooblastilu BSP, posredovane RRM-ju.
- varovati pridobljene podatke in informacije o vsebini te pogodbe kot poslovno skrivnost;
- obvestiti tržnega udeleženca o morebitni prekinitvi delovanja aplikacije zaradi vzdrževanja.

6. člen

(Cene in plačilni pogoji)

Tržni udeleženec bo za opravljene storitve plačeval nadomestilo v skladu z veljavnim cenikom RRM, ki je priloga in sestavni del te pogodbe.

Article 5.

(Obligations of the RRM)

The RRM undertakes:

- to submit to ACER (the Agency) all data and/or information referred to in Article 3 of this Contract, in accordance with the provisions of the applicable legal framework in force from time to time (REMIT, the DA, the IR, and the relevant ACER "third-level" documents), provided that such data and/or information are made available to the RRM by the Market Participant and/or BSP in the manner and within the deadlines set out in this Contract;
- to ensure an efficient and secure exchange and processing of information with ACER. The RRM shall ensure the security, confidentiality and integrity of information, authentication of the source of information and business continuity;
- in the event of a delay in providing data and/or information to the RRM, the RRM shall submit such data and/or information to ACER without undue delay, and at the latest by the next business day, calculated from the date of receipt;
- to provide the Market Participant with access to the data on wholesale energy market transactions covered by this Contract. Access to the data shall be available via a web application and shall include:
 - the XML files that have been submitted to ACER on behalf of the Market Participant;
 - ACER's acknowledgements confirming acceptance or rejection of the submitted data;
 - the files submitted to the RRM by the Market Participant and/or, on its behalf, by BSP under an authorisation.
- to treat the obtained data and information, as well as the contents of this Contract, as confidential business information;
- to notify the Market Participant of any planned application unavailability due to maintenance.

Article 6.

(Prices and Payment Terms)

The Market Participant shall pay a fee for the services provided in accordance with the valid RRM Price List, which forms an annex to and an integral part of this Contract.

V primeru prekoračitve zgornje meje poročanih transakcij trenutnega razreda tržnega udeleženca tekom leta, se tržnega udeleženca razvrsti v višji razred in obračuna višjo ceno nadomestila od meseca prekoračitve dalje, brez spremembe pogodbe. Ob koncu koledarskega leta se tržnemu udeležencu obračuna razlika do višje cene nadomestila za celotno leto. Tržni udeleženec je v razred razvrščen glede na število transakcij v preteklem letu.

Borzen bo tržnemu udeležencu obračunal ACER REMIT pristojbine skladno s podatki, ki jih prejme od ACER ter skladno z vsakokrat veljavno Odločbo komisije in vsemi morebitnimi prihodnjimi dopolnitvami te Odločbe. Sprememba Odločbe Komisije ne pomeni spremembe cenika.

Tržni udeleženec je dolžan povrniti tudi vse druge stroške, ki nastanejo RRMju v zvezi s poročanjem za tržnega udeleženca in jih RRMju zaračuna ACER ali drug organ. V primeru, da tržni udeleženec med letom prenese storitve sporočanja podatkov REMIT na drugega izvajalca, je dolžan poravnati tudi znesek, povezan s pristojbino ACER.

O vsaki spremembi cenika mora RRM tržnega udeleženca obvestiti vsaj 30 dni pred uveljavitvijo spremembe. V tem primeru sme tržni udeleženec odpovedati pogodbo, skladno s 15. členom te pogodbe.

Davek na dodano vrednost se obračuna v skladu z veljavno zakonodajo

If, during the course of a calendar year, the Market Participant exceeds the upper threshold of reported transactions for its current fee category, the Market Participant shall be reclassified into the next higher category and the higher monthly fee shall be charged from the month in which the threshold is exceeded onwards, without any amendment to this Contract. At the end of the calendar year, the Market Participant shall be charged the difference up to the higher annual fee for the entire year. The Market Participant is classified into a category based on the number of transactions in the preceding year.

Borzen shall charge the Market Participant the ACER REMIT fees in accordance with the information received from ACER and in accordance with the Commission Decision in force and any future amendments thereto. An amendment to the Commission Decision shall not constitute an amendment to the Price List.

The Market Participant shall also reimburse any other costs incurred by the RRM in connection with reporting on behalf of the Market Participant, which are charged to the RRM by ACER or another authority. If the Market Participant transfers REMIT data reporting services to another service provider during the year, it shall also settle any amount related to the ACER fee.

The RRM shall notify the Market Participant of any change to the Price List at least 30 days prior to the effective date of such change. In such case, the Market Participant may terminate the Contract in accordance with Article 15 of this Contract.

Value added tax (VAT) shall be charged in accordance with applicable legislation.

7. člen

(obračun storitev in zamudne obresti)

Račun se izstavi mesečno. Tržni udeleženec bo račun poravnal v roku petnajst (15) dni od datuma izdaje računa. V primeru zamude plačila lahko RRM obračuna zakonske zamudne obresti, skladno z vsakokrat veljavno obrestno mero po veljavni zakonodaji.

Račun za ACER REMIT pristojbine in stroške ter druga povračila, ki izhajajo iz Odločb Komisije in drugih aktov in ki jih v zvezi s poročanjem za tržnega udeleženca RRMju zaračuna ACER ali drug organ bo RRM izstavil tržnemu udeležencu z rokom plačila, kot ga določa ACER ali drug organ.

V primeru zamude pri plačilu lahko RRM zaračuna zakonske zamudne obresti.

Article 7.

(Billing and Late Payment Interest)

Invoices shall be issued on a monthly basis. The Market Participant shall pay each invoice within fifteen (15) days from the date of issuance of the invoice. In the event of late payment, the RRM may charge statutory default interest, in accordance with the interest rate applicable under the legislation in force from time to time.

An invoice for ACER REMIT fees and costs, and for any other reimbursements arising from Commission Decisions and other acts, which are charged to the RRM by ACER or another authority in connection with reporting on behalf of the Market Participant, shall be issued by the RRM to the Market Participant with a payment due date as determined by ACER or the other authority.

In the event of late payment, the RRM may charge statutory default interest.

8. člen

Article 8.

(jamstva in omejitev odgovornosti)

(Guarantees and Limitation of Liability)

V tolikšni meri, kot to dovoljujejo veljavni zakoni, REMIT ter IU, DA, RRM ali katerakoli od njenih povezanih družb ali katerikoli od njenih ustreznih vodilnih delavcev, zaposlenih, direktorjev, družbenikov ne bodo v nobenem primeru odškodninsko odgovorni tržnemu udeležencu ali komurkoli drugemu po katerikoli teoriji odškodninske odgovornosti (bodisi na podlagi pogodbe, kazenske odgovornosti, zakonskih določil ali kako drugače) za kakršnokoli neposredno, spremljajočo manjšo, posebno, posledično ali zgledno škodo, med drugim (vendar ne izključno) za odškodnino zaradi izgube prihodka, dobička, dobrega imena, uporabe podatkov ali drugih neopredmetenih izgub (tudi če so bile te stranke obveščene o možnosti nastanka takšnih izgub oziroma so vedele zanjo ali bi bile morale vedeti), ki izvirajo iz te pogodbe, razen za primer zamude posredovanja podatkov in informacij kot je določeno v drugem odstavku 9. člena in drugem odstavku 10. člena te pogodbe ter za primer posredovanja podatkov in informacij tretji osebi, kot je določeno v 14. členu te pogodbe.

RRM tržnemu udeležencu (ali kateri koli osebi, ki uveljavlja zahteve po njem ali prek njega), bodisi pogodbeno bodisi nepogodbeno, ni odgovoren za prestopanje ali dostop tretje osebe do kakršnih koli informacij ali podatkov tržnega udeleženca, razen v obsegu, v katerem so taki dogodki posledica hude malomarnosti, naklepne ravnanja ali goljufije RRM.

Odgovornost RRMja po tej pogodbi, razen v obsegu, v katerem je taka odgovornost posledica goljufije, v nobenem primeru ne more preseči 100 % zneska, ki ga je tržni udeleženec dejansko plačal v zadevnem koledarskem letu na podlagi te pogodbe.

To the fullest extent permitted by applicable law, REMIT and the applicable IR and DA, neither the RRM nor any of its affiliated companies, nor any of their respective officers, employees, directors or shareholders, shall in no event be liable to the Market Participant or to any other person, under any theory of liability (whether in contract, tort, under statute or otherwise), for any direct, incidental, minor, special, consequential or exemplary damages, including (without limitation) damages for loss of revenue, profit, goodwill, use of data or other intangible losses (even if such parties have been advised of, knew of or should have known of the possibility of such losses), arising out of or in connection with this Contract, except in the event of delay in the submission of data and information as set out in the second paragraph of Article 9 and the second paragraph of Article 10 of this Contract, and in the event of disclosure of data and information to a third party as set out in Article 14 of this Contract.

The RRM shall not be liable to the Market Participant (or any person asserting claims through or on behalf of the Market Participant), whether in contract or in tort, for any interception of or access by a third party to any information or data of the Market Participant, except to the extent that such events result from the RRM's gross negligence, wilful misconduct or fraud.

The RRM's liability under this Contract, except to the extent such liability results from fraud, shall in no event exceed 100% of the amount actually paid by the Market Participant under this Contract in the relevant calendar year.

9. člen

Article 9.

(zamuda posredovanja podatkov s strani tržnega udeleženca)

(Delay in the Submission of Data by the Market Participant)

V kolikor tržni udeleženec oz. zanj BSP RRM-ju ne posreduje podatkov iz 3. člena te pogodbe v roku in na način določen v tej pogodbi, pri čemer je razlog za zamudo na strani tržnega udeleženca oz. BSP, RRM ni odgovoren za morebitno škodo ali izgube, ki nastanejo zaradi izvajanja kakršnih koli dejanj ali opustitev, ki so določena v tej pogodbi.

If the Market Participant and/or BSP (acting on its behalf) fails to provide the RRM with the data referred to in Article 3 of this Contract within the deadlines and in the manner set out in this Contract, and the reason for such delay lies with the Market Participant and/or BSP, the RRM shall not be liable for any damages or losses arising from any acts or omissions provided for under this Contract.

V kolikor tržni udeleženec oz. zanj BSP, RRM-ju ne posreduje podatkov iz 3. člena te pogodbe v roku in na način, določen v tej pogodbi, pri čemer je razlog za zamudo na strani RRM-ja, RRM odgovarja tržnemu udeležencu za morebitno škodo ali izgube, ki nastanejo zaradi izvajanja kakršnih koli dejanj ali opustitev, ki so določena v tej pogodbi, pod pogojem da je deloval namerno oziroma s hudo malomarnostjo.

10. člen

(zamuda posredovanja podatkov s strani RRM)

V kolikor RRM ACER-ju ne posreduje podatkov iz 3. člena te pogodbe v roku in na način določen v 5. členu te pogodbe, pri čemer je razlog za zamudo na strani tržnega udeleženca oz. zanj po pooblastilu BSP, RRM ni odgovoren za morebitno škodo ali izgube, ki nastanejo zaradi izvajanja kakršnih koli dejanj ali opustitev, ki so določena v tej pogodbi.

V kolikor RRM ACER-ju ne posreduje podatkov iz 3. člena te pogodbe v roku in na način določen v 5. členu te pogodbe, pri čemer je razlog za zamudo na strani RRM-ja, RRM odgovarja tržnemu udeležencu za morebitno škodo ali izgube, ki nastanejo zaradi izvajanja kakršnih koli dejanj ali opustitev, ki so določena v tej pogodbi, pod pogojem da je deloval namerno oziroma s hudo malomarnostjo.

11. člen

(višja sila)

Nobena pogodbeni stranka ni odgovorna za neizvedbo katere koli obveznosti iz te pogodbe, če je vzrok za to višja sila (med drugim naravne katastrofe, vojna, državljanski nemiri, dejanja državnih organov, stavke in drugi vzroki zunaj razumnega nadzora pogodbene stranke). Pogodbeni stranka, prizadeta zaradi višje sile, o tem v komercialno razumnem času obvesti drugo pogodbeno stranko in si po najboljših močeh prizadeva obnoviti izvajanje svojih obveznosti. Obveznosti, ki niso izvedene zaradi višje sile, se izvedejo, takoj ko je razumno mogoče, po končanju dogodka višje sile.

V primeru višje sile kot so požar, poplava, potres, vojna, stavke in podobno, se lahko RRM in tržni udeleženec sporazumeta za podaljšanje načrtovanega roka, za dobo trajanja višje sile. Če zaradi daljših rokov trajanja višje sile ne bi bilo mogoče izpolniti pogodbenih obveznosti, lahko pogodbeni stranki pogodbo sporazumno prekineta.

Prekinitev ali podaljšanje pogodbe v primeru višje sile mora biti v pisni obliki.

If the Market Participant and/or BSP (acting on its behalf) fails to provide the RRM with the data referred to in Article 3 of this Contract within the deadlines and in the manner set out in this Contract, and the reason for such delay lies with the RRM, the RRM shall be liable to the Market Participant for any damages or losses arising from any acts or omissions provided for under this Contract, provided that the RRM acted intentionally or with gross negligence.

Article 10.

(Delay in the Submission of Data by the RRM)

If the RRM fails to submit to ACER the data referred to in Article 3 of this Contract within the deadlines and in the manner set out in Article 5 of this Contract, and the reason for such delay lies with the Market Participant or, on its behalf, with BSP acting under an authorisation, the RRM shall not be liable for any damages or losses arising from any acts or omissions provided for under this Contract.

If the RRM fails to submit to ACER the data referred to in Article 3 of this Contract within the deadlines and in the manner set out in Article 5 of this Contract, and the reason for such delay lies with the RRM, the RRM shall be liable to the Market Participant for any damages or losses arising from any acts or omissions provided for under this Contract, provided that the RRM acted intentionally or with gross negligence.

Article 11.

(Force Majeure)

Neither Contracting Party shall be liable for the failure to perform any obligation under this Contract to the extent that such failure is caused by force majeure (including natural disasters, war, civil unrest, acts of governmental authorities, strikes and other causes beyond the reasonable control of the affected Party). The Party affected by force majeure shall notify the other Party within a commercially reasonable time and shall use its best efforts to resume performance of its obligations. Obligations not performed due to force majeure shall be performed as soon as reasonably possible after the force majeure event has ceased.

In the event of force majeure such as fire, flood, earthquake, war, strikes or similar events, the RRM and the Market Participant may agree to extend any scheduled deadline for the duration of the force majeure event. If, due to the prolonged duration of a force majeure event, it is not possible to fulfil the contractual

obligations, the Parties may terminate this Contract by mutual agreement.

Any extension or termination of this Contract in the event of force majeure must be made in writing.

12. člen

(dolžnost obveščanja)

Tržni udeleženec je dolžan nemudoma v pisni obliki sporočiti vsako spremembo, ki bi lahko vplivala na veljavnost te pogodbe (zlasti kadar ima to za posledico izpolnjevanje regulatornih obveznosti npr. sprememba imena firme, spremembe EIC/ACER kode itd.). Vse finančne in ostale posledice, nastale zaradi nepravočasnega sporočanja sprememb, bremenijo tržnega udeleženca.

13. člen

(odgovorna predstavnika strank)

Pogodbeni stranki za odgovorna predstavnika za vsa vprašanja, ki so povezana s to pogodbo oziroma njenim predmetom, imenujeta:

- na strani tržnega udeleženca:

Ime, priimek: [Kontakt partnerja]

tel. št.: _____,

e-poštni naslov: _____;

- na strani RRM:

Ime, priimek: David Copič,

tel.št.: +386 1 620 7638

e-poštni naslov: remit@borzen.si

V primeru, da se na strani tržnega udeleženca ali na strani RRM-ja spremenijo zgornji kontaktni podatki, se pogodbeni stranki o spremembi medsebojno obvestita preko elektronske pošte.

14. člen

(zaupnost podatkov in informacij)

Vsi tržni podatki, predloženi ACER v okviru te pogodbe, se štejejo za zaupne.

RRM se s to pogodbo zavezuje, da bo podatke in informacije, neposredno ali posredno pridobljene v procesu posredovanja podatkov o energetskih veleprodajnih poslih, uporabljal le za namene, vezane na poročanje in jih ne bo posredoval tretjim osebam, razen v primeru izrecnega soglasja s strani tržnega udeleženca oz. v primeru upravičene zahteve pristojnega organa, skladno z veljavno zakonodajo.

Article 12.

(Obligation to Provide Information)

The Market Participant shall promptly notify the RRM in writing of any change that may affect the validity of this Contract (in particular where this impacts the fulfilment of regulatory obligations, e.g. a change of the company name, changes to the EIC/ACER code, etc.). Any financial or other consequences arising from a failure to notify such changes in a timely manner shall be borne by the Market Participant.

Article 13.

(Responsible Representatives of the Contracting Parties)

The Contracting Parties appoint the following as their responsible representatives / contact persons for all matters relating to this Contract or its subject matter:

- on behalf of the Market Participant:

Name, surname: [Kontakt partnerja]

Phone no.: _____,

e-mail: _____;

- on behalf of the RRM:

Name, surname: David Copič,

Phone no.: +386 1 620 7638

e-mail: remit@borzen.si

In the event that the above contact details of the Market Participant or the RRM change, the Contracting Parties shall notify each other of such change by email.

Article 14.

(Submission of Data and Information)

All market data submitted to ACER under this Contract shall be considered confidential.

Under this Contract, the RRM undertakes to use any data and information obtained, directly or indirectly, in the process of submitting data on wholesale energy market transactions solely for purposes related to reporting, and not to disclose them to third parties, except where the Market Participant has given its express consent or where there is a duly justified request from a competent authority, in accordance with applicable legislation.

Razen če je v tej pogodbi izrecno določeno drugače, so vsi podatki ali informacije, ki jih ena stranka posreduje drugi stranki, zaupni, prejemna stranka pa bo te podatke in informacije varovala pred nepooblaščenim razkritjem tretjim osebam.

Pogodbeni stranki bosta vse medsebojne dogovore, podatke in dokumentacijo, ki je predmet te pogodbe in bodo označeni za zaupne, varovale kot poslovno oziroma uradno skrivnost in jih ne bosta neupravičeno uporabljali v svojo korist oziroma komercialno izkoriščali ali posredovali tretjim osebam izven organizacij, ki niso vključene v realizacijo nalog predmeta pogodbe.

Skladno z zakonom o varstvu osebnih podatkov pogodbeni stranki soglašata, da morebitnih osebnih podatkov ne bosta uporabljali v nasprotju z določili tega zakona. Pogodbeni stranki bosta tudi zagotavljali pogoje in ukrepe za zagotovitev varstva osebnih podatkov in preprečevali morebitne zlorabe, v smislu določil navedenega zakona.

15. člen

(veljavnost in odpoved pogodbe)

Ta pogodba je sklenjena za nedoločen čas.

Vsaka stranka lahko pogodbo kadarkoli brez navajanja razlogov odpove s pisno odpovedjo, ki mora biti vročena nasprotni stranki s priporočeno pošiljko. Pogodba na podlagi tako podane odpovedi preneha veljati po preteku odpovednega roka 3 mesecev, ki prične teči naslednji dan po prejemu odpovedi.

Tržni udeleženec lahko v primeru spremembe cenika v roku 30 dni šteto od dneva učinkovanja spremembe, odpove pogodbo brez odpovednega roka.

Pogodba preneha veljati brez odpovednega roka tudi na podlagi pisnega sporazuma strank.

V primeru prenehanja pogodbe je tržni udeleženec dolžan povrniti tudi vse ACER pristojbine in druge stroške, ki bi jih ACER zaračunal RRM-ju za tržnega udeleženca po prenehanju te pogodbe.

Če tržni udeleženec preneha biti član BSP, ta pogodba preneha veljati takoj. V tem primeru je tržni udeleženec dolžan poravnati stroške, ki so RRMju nastali v zvezi z izvajanjem te pogodbe do trenutka prenehanja veljavnosti pogodbe.

Unless expressly provided otherwise in this Contract, any data or information provided by one Party to the other shall be confidential, and the receiving Party shall protect such data and information from unauthorised disclosure to third parties.

The Contracting Parties shall treat all mutual arrangements, data and documentation relating to this Contract and marked as confidential as a business secret and/or official secret, and shall not unlawfully use them for their own benefit, commercially exploit them, or disclose them to third parties outside their organisations, except to persons involved in the performance of the Contract subject matter.

In accordance with personal data protection legislation, the Contracting Parties agree that they shall not use any personal data contrary to the provisions of such legislation. The Parties shall also ensure appropriate conditions and measures for the protection of personal data and shall prevent any potential misuse, in line with the provisions of the applicable legislation.

Article 15.

(Validity and Termination of the Contract)

This Contract is concluded for an indefinite period.

Either Party may terminate this Contract at any time without stating reasons by giving written notice to the other Party, which must be served by registered mail. The Contract shall terminate upon expiry of a three (3) month notice period, which shall start on the day following receipt of the notice of termination.

In the event of a change to the Price List, the Market Participant may, within 30 days from the effective date of such change, terminate this Contract without a notice period.

This Contract may also be terminated without a notice period by a written mutual agreement of the Parties.

In the event of termination of this Contract, the Market Participant shall reimburse any ACER fees and other costs that ACER may charge to the RRM in relation to the Market Participant after termination of this Contract.

If the Market Participant ceases to be a member of BSP, this Contract shall terminate with immediate effect. In such case, the Market Participant shall pay the costs incurred by the RRM in connection with the performance of this Contract up to the effective date of termination.

16. člen**(protikorupcijska klavzula)**

Pogodbeni stranki se zavežeta, da ne bosta dali, obljubili ali prejeli kakršnegakoli darila ali plačila v denarju ali kakem drugem dragocenem predmetu, posredno ali neposredno ena drugi, po kateremkoli, uslužbencu ali drugemu zaposlenemu pri tržnem udeležencu ali drugem podjetju (službi, oddelku, agenciji) oziroma katerikoli osebi z namenom podkupovanja, da bi tako napeljali kakega uslužbenca ali drugega zaposlenega, ali stranko k zlorabi svojega položaja, tako da bi s tem pridobil, obdržal ali usmeril posle h komisionarju ali kateremukoli njegovemu izpolnitvenemu pomočniku, zastopniku, distributerju, podjetju – hčerki, ali drugemu povezovalnemu podjetju.

V primeru storitve ali poskusa storitve dejanja iz prejšnjega odstavka je že sklenjena ali veljavna pogodba nična, če pa pogodba še ni veljavna, se šteje, da pogodba ni bila sklenjena.

17. člen**(druge določbe)**

Ta pogodba predstavlja celoten dogovor in razumevanje strank glede njenega predmeta in nadomešča vso predhodno ustno komunikacijo in predhodne pisne dogovore v zvezi s tem. Vsaka stranka potrjuje, da se ob sklenitvi te pogodbe ni zanašala na kakršno koli ustno ali pisno izjavo, zagotovilo, jamstvo ali drugo zavezo (razen kot je določeno ali navedeno v tej pogodbi) in se odpoveduje vsem pravicam in pravnim sredstvom, ki bi ji sicer lahko bila na voljo v zvezi s tem.

18. člen**(spremembe in dopolnitve pogodbe)**

Vse spremembe te pogodbe morajo biti sklenjene v pisni obliki, sicer jih pogodbeni stranki nista dolžni upoštevati.

19. člen**(delna neveljavnost)**

V kolikor se med trajanjem pogodbe ugotovi, da je katero od pogodbenih določil neveljavno ali da je postalo neveljavno, navedeno ne vpliva na veljavnost ostalih pogodbenih določil. V takšnem primeru se neveljavno pogodbeno določilo nadomesti z veljavnim, ki mora čim bolj ustrezati namenu, ki se je želel doseči z neveljavnim določilom.

Article 16.**(Anti-Corruption Clause)**

The Contracting Parties undertake that they shall not give, promise or receive any gift or payment in money or any other thing of value, directly or indirectly, to or from each other, to or from any officer or employee of the Market Participant or of any other company (service, department, authority, agency) or to or from any person, for the purpose of bribery, i.e. to induce any officer, employee or Party to abuse their position in order to obtain, retain or direct business to the intermediary (commission agent) or any of its subcontractors, representatives, distributors, subsidiaries or other affiliated companies.

In the event of the commission or attempted commission of the act referred to in the preceding paragraph, any Contract already concluded or in force shall be null and void; if the Contract has not yet entered into force, it shall be deemed not to have been concluded.

Article 17.**(Other Provisions)**

This Contract constitutes the entire agreement and understanding between the Parties with respect to its subject matter and supersedes all prior oral communications and prior written agreements relating thereto. Each Party confirms that, in entering into this Contract, it has not relied on any oral or written statement, representation, assurance, warranty or other undertaking (except as expressly set out or referred to in this Contract) and hereby waives any rights and remedies that might otherwise be available to it in relation thereto.

Article 18.**(Amendments to the Contract)**

Any amendments to this Contract must be made in writing; otherwise, the Contracting Parties shall not be obliged to recognise or comply with them.

Article 19.**(Severability)**

If, during the term of this Contract, any contractual provision is found to be invalid or becomes invalid, this shall not affect the validity of the remaining provisions. In such case, the invalid provision shall be replaced by a valid provision that most closely reflects the intent and purpose of the invalid provision.

20. člen**(reševanje sporov)**

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.

21. člen**(končne določbe)**

Pogodba začne veljati, ko jo podpišeta obe pogodbeni stranki.

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.

Priloge:

- cenik

Ljubljana, [Datum dokumenta]

BORZEN, d.o.o.

Mojca Kert, direktorica (General Manager)

[Partner: Pošta], _____

[Partner]

[PodpisnikSLO], direktor (General Manager)

Article 20.**(Settlement of Disputes)**

The Parties shall endeavour to resolve any disputes arising out of or in connection with this Contract amicably. If an amicable settlement is not possible, the Parties agree that the court in Ljubljana shall have jurisdiction to settle all disputes arising out of this Contract.

This Contract shall be governed by the laws of the Republic of Slovenia.

Article 21.**(Final Provisions)**

This Contract shall enter into force when it is signed by both Contracting Parties.

This Contract may be signed in written or electronic form.

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

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

Appendices:

- Price list

CENIK ZA STORITEV POROČANJA REMIT

Kategorija	Št. poročenih transakcij na leto (od)	Št. poročenih transakcij na leto (do)	Cena (v EUR, na mesec)
1. Poročanje REMIT - Bilateralne transakcije (izven OMP)¹			
A	0	10	150
B	11	100	190
C	101	1.000	250
D	1.001	7.500 ²	300
2. Poročanje REMIT – standardni produkti (opravljeni na BSP Southpool)¹			
A	0	10.000	290
B	10.001	100.000	350
C	100.001	1.000.000	500
D	1.000.001	10.000.000	600
E	10.000.001	100.000.000 ³	700
3. Posredovanje REMIT podatkov o transakcijah drugim RRM – standardni produkti (opravljeni na BSP Southpool)			
A	0	7.500 ²	350

Kategorija	Cena (v EUR)
4. Tehnična podpora	
Izdaja digitalnega certifikata za dostop do aplikacije za REMIT poročanje (USB ključ), 1 certifikat	60
Podpora pri vzpostavitvi poročanja ⁵ , enkratno	300
Dodatna tehnična podpora, 1 ura	100

5. ACER REMIT pristojbine

Obračun skladno s podatki ACER in vsakokrat veljavno Odločbo komisije (Commission Decision on REMIT Fees)⁴

¹ V primeru prekoračitve zgornje meje poročenih transakcij trenutnega razreda tržnega udeleženca tekom leta, se tržnega udeleženca razvrsti v višji razred in obračuna višjo ceno nadomestila od meseca prekoračitve dalje, brez spremembe pogodbe. Ob koncu koledarskega leta se tržnemu udeležencu obračuna razlika do višje cene nadomestila za celotno leto. Tržni udeleženec je v razred razvrščen glede na število transakcij v preteklem letu.

² V primeru predvidenega obsega poročenih transakcij nad 7.500 mesečno nas kontaktirajte za individualno ponudbo.

³ V primeru predvidenega obsega poročenih transakcij 100.000.000 mesečno ali za poročanje transakcij, opravljenih na drugih borzah (OMP), nas kontaktirajte za individualno ponudbo.

⁴ Borzen obračuna ACER REMIT pristojbine skladno s podatki, ki jih prejme od ACER ter skladno z vsakokrat veljavno Odločbo komisije (trenutno veljavna COMMISSION DECISION on fees due to the Agency for the Cooperation of Energy Regulators (ACER) for collecting, handling, processing and analysing of information reported under Regulation Commission Decision (EU) 2025/1771 of the European Parliament and of the Council) in vsemi morebitnimi prihodnjimi dopolnitvami te Odločbe. Sprememba Odločbe Komisije ne pomeni spremembe cenika.

⁵ Vključuje: vzpostavitev uporabniškega dostopa za poročanje v aplikaciji REMIT, predajo navodil za odlaganje datotek in do 5 ur podpore.

Cene ne vključujejo davka na dodano vrednost. Davek na dodano vrednost se obračuna v skladu z veljavno zakonodajo.

Nadomestila za poročanje pod številko 1 in 2 se tržnemu udeležencu zaračunajo v začetku meseca za pretekli mesec od dneva sklenitve pogodbe dalje. V primeru spremembe poročanja znotraj meseca, se mesečno nadomestilo zaračuna sorazmerno glede na čas posamezne vrste poročanja.

Nadomestila za poročanje pod številko 5 se tržnemu udeležencu zaračuna letno, glede na podatke, prejete s strani ACER. Borzen tržnemu udeležencu zaračuna tudi vse ostale pristojbine in stroške, ki jih ACER zaračuna Borzenu in ki se neposredno nanašajo na tržnega udeleženca skladno z vsakokrat veljavno odločbo komisije o pristojbinah ACER. Tržni udeleženec je dolžan poravnati vse pristojbine in stroške ter druga povračila, ki izhajajo iz odločb Komisije in drugih aktov in ki bi jih Borzenu naložila Komisija ali ACER. Spremembe ACER pristojbin, ki so potrjene s strani Komisije, se prenesejo na tržnega udeleženca brez spremembe cenika.

Morebitne dodatne storitve, ki niso zajete v tem ceniku, se obračunajo po aktualnem Borzenovem ceniku.

Rok plačila je petnajst (15) dni od izdaje računa. V primeru zamude plačila lahko Borzen obračuna zakonske zamudne obresti. Borzen ni odgovoren za posledice, če storitev ni bila opravljena zaradi neplačila.

Borzen si pridržuje pravico do spremembe cen in ostalih določil cenika, o katerih bo tržne udeležence obvestil vsaj 1 mesec pred uveljavitvijo sprememb.

Cenik velja **od 1. januarja 2026** dalje.

PRICE LIST FOR REMIT REPORTING

Category	No. of transactions per year (from)	No. of transactions per year (to)	Price (in EUR per month)
1. REMIT Reporting - Bilateral transactions (concluded outside OMP)¹			
A	0	10	150
B	11	100	190
C	101	1.000	250
D	1.001	7.500 ²	300
2. REMIT Reporting – Standard products (concluded on BSP Southpool)¹			
A	0	10.000	290
B	10.001	100.000	350
C	100.001	1.000.000	500
D	1.000.001	10.000.000	600
E	10.000.001	100.000.000 ³	700
3. Submitting REMIT data to other RRM – Standard products (concluded on BSP Southpool)			
A	0	7.500 ²	350

Category	Price (in EUR)
4. Technical support	
Issue of digital certificate for accessing Borzen's REMIT reporting App (USB key), 1 certificate	60
Onboarding Fee ⁵ , once only	300
Additional technical support, 1 hour	100

5. ACER REMIT Fees	
Invoiced in accordance with ACER data and the Commission Decision on REMIT Fees ⁴ in force	

¹ In case during year, the annual number of reportable transactions exceeds the upper limit of the Market Participant's current class, the Market Participant is moved to the next higher class, and the higher fee is applied from the month in which the limit is exceeded, without any amendment to the Contract. At the end of calendar year, the Market Participant is additionally charged the difference up to the higher fee for the entire calendar year. The Market Participant's class for a given year is determined by the number of transactions in previous year.

² In case the estimated number of reportable transactions exceeds 7.500 per month, please contact us for an individual offer.

³ In case the estimated number of reportable transactions exceeds 100.000.000 per month or for reporting data for transactions concluded on other OMPs (Organised Market Places), please contact us for an individual offer.

⁴ RRM shall charge the ACER REMIT Fees based on data received from ACER and in accordance with the Commission Decision in force from time to time (currently valid COMMISSION DECISION on fees due to the Agency for the Cooperation of Energy Regulators (ACER) for collecting, handling, processing and analysing of information reported under Regulation Commission Decision (EU) 2025/1771 of the European Parliament and of the Council) and any future amendments to that Decision. A change to the Commission Decision does not constitute a change of the Price List.

⁵ Includes: set-up of user access for reporting in the REMIT application, provision of instructions for file submission, and up to 5 hours of support.

VAT is not included in the price and is calculated in accordance with applicable law.

The reporting fees under items 1 and 2 are charged to Market Participant at the beginning of each month for the previous month, as from the date of conclusion of the Contract. In the event of reporting change within a month, the monthly fee is charged on a pro rata basis, according to the period during which each type of reporting applied.

The reporting fees under item 5 are charged to the Market Participant on an annual basis, based on data received from ACER. Borzen shall also charge to the Market Participant any other fees and costs that ACER charges to Borzen and that directly relate to the Market Participant, in accordance with the applicable Commission Decision on ACER fees, as amended from time to time. The Market Participant shall be obliged to pay all fees, costs and other amounts arising from decisions of the European Commission and other acts which are imposed on Borzen as RRM by the European Commission or ACER. Any changes to ACER fees approved by the European Commission shall be passed on to the Market Participant without any amendment to the Price List.

Any additional services that are not included in this price list shall be charged according to the current Borzen price list.

All invoices shall be payable in fifteen (15) days from the date of invoice. In the event of late payment, the RRM may charge statutory default interest. Borzen shall not be liable for any consequences where the service has not been provided due to non-payment.

Borzen is entitled to adjust the prices and other provisions of this Price list for REMIT reporting with at least one (1) months' notice to the Market Participant.

Price list is valid from **1st January 2026**.