

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

BORZEN, operater trga z elektriko, d. o. o.,
Dunajska cesta 156, 1000 Ljubljana, Slovenia,
registration number: 1613383000, ID for VAT:
SI27799468, represented by General Manager,
_____ as a registered reporter
as per the REMIT (hereinafter: the RRM),

in

and

(v nadaljnjem besedilu: tržni udeleženec)

(hereinafter: Market Participant)

dogovorita in skleneta naslednjo

hereby agree to conclude the following

**POGODBO o »Poročanju podatkov o
energetskih veleprodajnih poslih« skladno
z Uredbo o celovitosti in preglednosti
vleprodajnega energetskega trga –
REMIT – RRM poročanje**

**CONTRACT on "Reporting data on
wholesale energy transactions" in
compliance with the Regulation on
Wholesale Energy Market Integrity and
Transparency – REMIT – the RRM reporting**

Uvodne določbe

Introductory provisions

1. člen

Article 1

Pogodbeni stranki uvodoma kot nesporno
ugotavljata, da:

The Contracting Parties indisputably establish that:

- je Evropska komisija dne 25. oktobra 2011 sprejela Uredbo o celovitosti in preglednosti veleprodajnega energetskega trga (*ang. Regulation on Energy Market Integrity and Transparency, v nadaljevanju: REMIT*), ki v EU vpeljuje nov koncept nadzora evropskega trga z električno energijo in plinom z namenom povečanja njegove transparentnosti in integritete, kar izvaja ACER – Evropska agencija za sodelovanje energetskih regulatorjev;
- je Evropska komisija dne 17. decembra 2014 sprejela Izvedbeno uredbo komisije (EU) št. 1348/2014 (*angl. REMIT Implementing Acts, v nadaljevanju: IU*), ki podrobneje določa način izvajanja REMIT;
- so tržni udeleženci dolžni preko RRM (*ang. Registered Reporting Mechanism*) skladno z

- the European Commission adopted the Regulation on Energy Market Integrity and Transparency (hereinafter: REMIT) on 25 October 2011 which introduced an new concept of controlling European energy and gas market in order to increase its transparency and integrity which is being implemented by ACER – Agency for the Cooperation of Energy Regulators;
- the European Commission adopted Commission Implementing Regulation (EU) No 1348/2014 (REMIT Implementing Regulation; hereinafter: IA) on 17 December 2014 which determined in more detail the manner of implementing REMIT;
- Market Participants are as per REMIT and IA

REMIT ter IU poročati ACER-ju o vseh poslih na veleprodajnem trgu;

- je Borzen z BSP Regionalna Energetska Borza d.o.o., Dunajska cesta 156, 1000 Ljubljana, matična številka: 3327124000 (v nadaljevanju: BSP), sklenil Dogovor o poročanju podatkov o energetskih veleprodajnih poslih skladno z Uredbo o celovitosti in preglednosti veleprodajnega energetskega trga-REMIT (v nadaljevanju: Dogovor), s katerim BSP določa Borzen kot ekskluzivnega partnerja, preko katerega bo tržnim udeležencem ponudil pogodbo o poročanju podatkov o energetskih veleprodajnih poslih, skladno z Uredbo o celovitosti in preglednosti veleprodajnega energetskega trga-REMIT;
- bosta RRM in tržni udeleženec pri izvrševanju storitve »Poročanja podatkov o energetskih veleprodajnih poslih« upošteval vsakokrat veljavni Uporabniški priročnik za poročanje o trgovanju (*Trade Reporting User Manual*, v nadaljevanju: *TRUM*) ter Postopkovni priročnik za poročanje transakcij in temeljnih podatkov (*Manual of Procedures on Transaction and Fundamental Data Reporting*, v nadaljevanju: *MoP*), kot tudi druge vsakokrat veljavne smernice oziroma priporočila ACER-ja, (v nadaljevanju: t.i. »*Third level documents*«), izdanih s strani ACER-ja;
- je namen sklenitve te pogodbe urediti medsebojne pravice in obveznosti pogodbenih strank v zvezi z izvedbo storitve »Poročanje podatkov o energetskih veleprodajnih poslih«.

Pomen izrazov

2. člen

Izrazi uporabljeni v tej pogodbi imajo pomen, kot ga določajo REMIT in IU.

Predmet pogodbe

3. člen

Pogodbeni stranki sta soglasni, da RRM za tržnega udeleženca posreduje ACER-ju podatke o

obliged to report to ACER all transactions in the wholesale market through the RRM (Registered Reporting Mechanism),

- Borzen concluded an Agreement on reporting data on wholesale energy transactions as per the Regulation on Energy Market Integrity and Transparency-REMIT (hereinafter: Agreement) with BSP Regionalna Energetska Borza d.o.o., Dunajska cesta 156, 1000 Ljubljana, registration number: 3327124000 (hereinafter: BSP) by means of which BSP appoints Borzen as the exclusive partner through which it will provide Market Participants a data reporting Agreement as per the Regulation on Energy Market Integrity and Transparency-REMIT;
- when implementing the service, "Reporting data on wholesale energy transactions", the RRM and Market Participant shall observe the valid Trade Reporting User Manual (hereinafter: TRUM) and the Manual of Procedures on Transaction and Fundamental Data Reporting (hereinafter: MoP), including other applicable ACER guidelines and recommendations (hereinafter: so-called third level documents) issued by ACER;
- the purpose of concluding this Contract is to arrange mutual rights and obligations of the Contracting Parties relating to the implementation of the service, "Reporting data on wholesale energy transactions".

Definitions of terms

Article 2

Terms used in this Contract shall have the meaning as determined by the REMIT and the IA.

Subject of the Contract

Article 3

The Contracting Parties agree that the RRM submits data on wholesale energy transactions to ACER on behalf of the Market Participant. Data on

energetskih veleprodajnih poslih, ki jih RRM-ju posreduje tržni udeleženec oziroma zanj po pooblastilu BSP:

- specificiranih v Podatkih o energetskih veleprodajnih poslih;
- specificiranih v pooblastilu BSP,

ki sta prilogi in sestavni del te pogodbe.

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

Obveznosti tržnega udeleženca

4. člen

Tržni udeleženec oz. zanj po pooblastilu BSP, se zavezuje:

- RRM-ju posredovati vse podatke oziroma informacije, iz 3. člena te pogodbe, v roku in na način specificiranem v Urniku, ki je priloga in sestavni del te pogodbe.

Tržni udeleženec se zavezuje:

- RRM pravočasno obvestiti o morebitnih odstopanjih od s to pogodbo predvidenega obsega poročanja;
- določiti svojega odgovornega predstavnika, ki bo pristojen za vsa vprašanja v zvezi s to pogodbo oziroma njenim predmetom;
- izvršiti plačila v dogovorjenem roku;
- varovati pridobljene podatke in informacije o vsebini te pogodbe kot poslovno skrivnost.

Obveznosti RRM

5. člen

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, IU ter Third level documents); pod pogojem, da so ti podatki oziroma informacije s strani tržnega udeleženca oz. zanj po pooblastilu BSP, RRM-ju posredovani v rokih iz 4. člena te pogodbe.

wholesale energy transactions is submitted to the RRM by the Market Participant or on the basis of an authorisation by BSP on its behalf and is:

- specified in Data on wholesale energy transactions;
- specified in BSP authorisation,

which are annexes to, and integral parts of, this Contract.

The data under the preceding paragraph of this Article shall be submitted to ACER within deadline and in a manner as determined in the IA and in compliance with TRUM, MoP and as defined in Article 5 of this Contract.

Obligations of the Market Participant

Article 4

The Market Participant or on the basis of an authorisation, BSP on its behalf, undertakes to:

- submit to the RRM all data or information under Article 3 of this Contract within the deadline and in a manner as specified in the Schedule which is an annex to, and an integral part of, this Contract.

The Market Participant undertakes to:

- promptly inform the RRM about possible deviations from the anticipated scope of reporting determined in this Contract;
- determine its responsible representative who will be responsible for all questions relating to this Contract or its subject;
- implement all payments within agreed deadline;
- protect the data and information obtained on the content of this Contract as a business secrecy.

Obligations of the RRM

Article 5

The RRM undertakes to:

- submit to ACER all data or information determined in Article 3 of this Contract i.e. in accordance with the provisions of valid regulations (REMIT, IA and third level documents), providing that this data or information by the Market Participant or on the basis of an authorisation by BSP on its behalf, is submitted to the RRM within deadlines determined in Article 4 of this Contract.

- O vsaki spremembi Urnika mora RRM tržnega udeleženca, oz. zanj po pooblastilu BSP, obvestiti vsaj en teden pred uveljavitvijo spremembe.
- V primeru zamude s posredovanjem podatkov oziroma informacij s strani tržnega udeleženca oz. zanj po pooblastilu BSP, RRM-ju, bodo ti podatki oziroma informacije ACER-ju s strani RRM-ja posredovani 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 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:
 - XML datoteke, ki so bile v imenu tržnega udeleženca posredovane ACER,
 - Potrdilo ACER-ja o sprejemu ali zavrnitvi poslanih podatkov
 - Datoteke, ki so bile s strani tržnega udeleženca oz. zanj po pooblastilu BSP, posredovane RRM-ju;
- določiti svojega odgovornega predstavnika, ki bo pristojen za vsa vprašanja v zvezi s to pogodbo oziroma njenim predmetom;
- varovati pridobljene podatke in informacije o vsebini te pogodbe kot poslovno skrivnost;
- obvestiti tržnega udeleženca o morebitni prekinitvi delovanja aplikacije, zaradi vzdrževanja.
- The RRM shall inform the Market Participant or on the basis of an authorisation by BSP on its behalf about any change to the Schedule at least one week before the implementation of the change.
- In case of delay when submitting data or information by the Market Participant or on the basis of an authorisation by BSP on its behalf to the RRM, these data or information shall be submitted to ACER by the RRM immediately after receipt or no later than the next business day.
- implement the assumed obligation of reporting to ACER with high quality, professionally, conscientiously, correctly and in compliance with REMIT, IA and requirements of ACER;
- enable access to the Market Participant to data on wholesale energy transactions which are the subject of this Contract. The access to data will be enabled through a web application and shall include:
 - XML files submitted to ACER on behalf of the Market Participant,
 - ACER receipt on the acceptance or rejection of data submitted,
 - files submitted to the RRM by the Market Participant or on the basis of an authorisation by BSP on its behalf;
- determine its responsible representative who will be responsible for all questions relating to this Contract or its subject;
- protect the data and information obtained on the content of this Contract as business secrecy;
- inform the Market Participant on possible interruption in the operation of the application due to maintenance.

Pogodbena vrednost

6. člen

Pogodbena vrednost je določena skladno s cenikom, ki je priloga in sestavni del te pogodbe.

O vsaki spremembi cenika mora RRM tržnega udeleženca obvestiti vsaj 1 mesec pred uveljavitvijo spremembe. Tržni udeleženec sme

Contract value

Article 6

The contract value is determined in accordance with the price list which is an annex to, and an integral part of this Contract.

The RRM shall inform the Market Participant about any change to the price list at least one month

odpovedati pogodbo, če se s spremembo ne strinja.

Davek na dodano vrednost se obračuna v skladu z veljavno zakonodajo.

7. člen

Pogodbena vrednost bo tržni udeleženec poravnal v roku petnajst (15) dni od datuma izdaje računa.

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

Jamstva in omejitev odgovornosti

8. člen

V tolikšni meri, kot to dovoljujejo veljavni zakoni, REMIT ter IU, 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.

Zamuda posredovanja podatkov s strani tržnega udeleženca

9. člen

V kolikor tržni udeleženec oz. zanj po pooblastilu BSP, RRM-ju ne posreduje podatkov iz 3. člena te pogodbe v roku in na način določen v 4. členu te pogodbe, pri čemer je razlog za zamudo na strani tržnega udeleženca oz. BSP, RRM ni odgovoren

before the implementation of the change. The Market Participant may terminate the Contract if it fails to agree with the change.

The value added tax shall be calculated in accordance with the applicable legislation.

Article 7

The Market Participant shall settle the contract value within fifteen (15) days from the date of issue of the invoice.

In case of late payment, the RRM is entitled to charge default interest in accordance with the applicable legislation.

Guarantees and limitation of liability

Article 8

In the extent permitted by applicable laws, REMIT and IA, the RRM or any other of its related companies or any of its responsible high-level executives, staff, directors or company members shall not in any case be liable to the Market Participant or anyone else according to any theory of damage liability (either on the basis of the Contract, criminal responsibility, legal provisions or in any other way) for any direct, accompanying minor, special, consequent injury or exemplary damages inter alia (but not exclusively) for damage due to the loss of income, profit, goodwill, use of data or any other intangible losses (even if these parties were informed about the possibility of the occurrence of such losses or they were or should have been aware of them) deriving from this Contract, except in the case of delay in the submission of data and information as determined in the second paragraph of Article 9 and the second paragraph of Article 10 of this Contract and in case of forwarding data and information to third parties as determined in Article 14 of this Contract.

Delay in the submission of data by the Market Participant

Article 9

If the Market Participant or, on the basis of an authorisation, BSP on its behalf, fails to submit data under Article 3 of this Contract within the deadline and in a manner determined in Article 4 of this Contract whereby the delay is caused by

za morebitno škodo ali izgube, ki nastanejo zaradi izvajanja kakršnih koli dejanj ali opustitev, ki so določena v tej pogodbi.

V kolikor tržni udeleženec oz. zanj po pooblastilu BSP, RRM-ju ne posreduje podatkov iz 3. člena te pogodbe v roku in na način določen v 4. 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.

Zamuda posredovanja podatkov s strani RRM

10. člen

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.

Višja sila

11. člen

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

the Market Participant or BSP, the RRM shall not be responsible for possible damage or losses resulting from the implementation of such acts or omission thereof as determined in this Contract.

If the Market Participant or, on the basis of an authorisation, BSP on its behalf fails to submit data under Article 3 of this Contract within the deadline and in a manner determined in Article 4 of this Contract whereby the delay is caused by RRM, the RRM shall be responsible for possible damage or losses resulting from the implementation of such acts or omission thereof as determined in this Contract to the Market Participant providing that the RRM acted intentionally or with serious negligence.

Delay in the submission of data by the RRM

Article 10

If the RRM fails to submit data to ACER under Article 3 of this Contract within the deadline and in a manner determined in Article 5 of this Contract whereby the delay is caused by the Market Participant or, on the basis of an authorisation, BSP on its behalf, the RRM shall not be responsible for possible damage or losses resulting from the implementation of such acts or omission thereof as determined in this Contract.

If the RRM fails to submit data to ACER under Article 3 of this Contract within the deadline and in a manner determined in Article 5 of this Contract whereby the delay is caused by RRM, the RRM shall be responsible for possible damage or losses resulting from the implementation of such acts or omission thereof as determined in this Contract to the Market Participant under the condition that the RRM acted intentionally or with serious negligence

Force majeure

Article 11

Neither Contracting Party shall be responsible for non-implementation of any obligation under this Contract if the reason thereof is force majeure (inter alia natural disasters, war, civil disturbances, and interventions by state authorities, strikes or other reasons beyond reasonable control of the Contracting Parties). The Contracting Party affected by force majeure shall inform the other

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.

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

V primeru prekinitve pogodbe zaradi višje sile, je RRM dolžan povrniti tržnemu udeležencu proporcionalno znižan fiksni del pogodbene vrednosti, skladno s cenikom, pri čemer se za presečni dan šteje prejem pisne prekinitve pogodbe, s strani nasprotne pogodbene stranke.

Dolžnost obveščanja

12. člen

Tržni udeleženec 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 tržnega udeleženca.

Odgovorna predstavnika strank

13. člen

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

- na strani tržnega udeleženca:
_____,
tel: _____,
e-mail: _____;

Contracting Party thereof within commercially reasonable time and shall strive to resume the implementation of its obligations to the best of its abilities. Obligations not implemented due to force majeure shall be implemented as soon as reasonably possible after the completion of the event of force majeure.

In case of force majeure such as fire, flood, earthquake, war, strikes and similar, the RRM and the Market Participant may agree on the extension of the scheduled deadline for the duration of force majeure. If it is not possible to fulfil contractual obligations due to the extended deadlines of the duration of force majeure, the Contracting Parties may terminate the Contract by common consent.

Termination or extension of the Contract in case of force majeure must be in written form.

If the Contract is terminated due to force majeure, the RRM shall be obliged to return to the Market Participant a proportionately reduced fixed share of the contract value as per the price list, whereby the receipt of a written termination of the Contract by the opposite party shall be deemed as the cut-off date.

Obligation to provide information

Article 12

The Market Participant is obliged to immediately submit in written form any change which may impact the validity of this Contract. All financial and other consequences resulting from the untimely notification of changes shall be borne by the Market Participant.

Responsible representatives of the Contracting Parties

Article 13

As their responsible representatives for all issues relating to this Contract or its subject, the Contracting Parties shall appoint:

- on behalf of the Market Participant:
_____,
phone: _____,
e-mail: _____;

- na strani RRM:

_____,
tel: _____,
e-mail: _____.

- on behalf of the RRM:

_____,
phone: _____,
e-mail: _____.

Posredovanje podatkov in informacij

14. člen

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.

Veljavnost in odpoved pogodbe

15. člen

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 odpove pogodbo brez odpovednega roka v primeru spremembe cenika, šteto od dneva učinkovanja spremembe.

Pogodba preneha veljati brez odpovednega roka tudi po pisnem sporazumu strank.

V primeru prenehanja pogodbe je RRM dolžan povrniti tržnemu udeležencu proporcionalno znižan fiksni del pogodbene vrednosti, skladno s cenikom, pri čemer se za presečni dan šteje dan prenehanja pogodbe.

Varovanje in zaščita podatkov

16. člen

Pogodbeni stranki bosta vse medsebojne dogovore, podatke in dokumentacijo, ki je predmet

Submission of data and information

Article 14

The RRM undertakes with this Contract that data and information obtained directly or indirectly in the process of submitting data on wholesale energy transactions shall be used only for the purposes relating to the reporting and shall not be forwarded to third parties except in case of explicit consent by the Market Participant or in case of a justified requirement by the competent authority in accordance with the applicable legislation.

Validity and termination of the Contract

Article 15

This Contract is concluded for an unlimited period.

Each Party may terminate the Contract in writing at any time without the provision of reasons; the written termination must be served to the opposite party by registered post. The Contract thus terminated ceases to apply after the expiry of a 3-month notice period which starts on the day following the receipt of the termination notification.

The Market Participant may terminate the Contract without a notice period in case of a change to the price list starting on the day of the expected change.

The Contract ceases to apply without a notice period also after the written consent by both Parties.

If the Contract is terminated, the RRM shall be obliged to return to the Market Participant a proportionately reduced fixed share of the contract value as per the price list, whereby the date of termination of the Contract shall be deemed as the cut-off date.

Safeguarding and protection of data

Article 16

The Contracting Parties agree to protect as business or official secrecy all mutual agreements, data and documentation which are the subject of

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.

Protikorupcijska klavzula

17. člen

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.

this Contract and are marked as confidential, and shall not use them unjustifiably for their benefit or commercially exploit them or forward them to third parties in organisations not included in the realisation of tasks of the subject of the Contract. As per the Personal Data Protection Act, the Contracting Parties agree not to use possible personal data contrary to the provisions of this Act. The Contracting Parties shall also provide conditions and measures for personal data protection and prevent possible abuse as stated in the provisions of the aforementioned Act.

Anti-corruption clause

Article 17

The Contracting Parties undertake not to give, promise or receive any gift or payment in cash or any other precious item indirectly or directly to each other through any employee or other staff members of the Market Participant or another company (service, department, agency) or any person in order to bribe and persuade an employee, a staff member or a party to abuse their position and thus obtain, keep or direct business transactions towards a commission agent or their assistant, representative, distributor, daughter company or other related company.

In case of committing or the attempt of committing the act as stated in the preceding paragraph, the already concluded and valid Contract shall become void, and if the Contract is not valid yet, it shall be considered not concluded at all.

Spremembe in dopolnitve pogodbe

18. člen

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

19. člen

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.

Reševanje sporov

20. 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.

Končne določbe

21. člen

Pogodba začne veljati, ko jo podpišeta obe pogodbeni stranki.

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

V primeru neskladja, slovenska verzija te pogodbe prevlada nad angleško.

Amendments to the Contract

Article 18

All amendments to this Contract shall be concluded in writing; otherwise the Contracting Parties shall not be obliged to comply with such amendments.

Article 19

If it is established that a contractual provision is not valid during the duration of the Contract or that it became invalid, the aforementioned does not impact the validity of other contractual provisions. In such a case, the invalid contractual provision is replaced by a valid one which must comply with the purpose of the invalid provision to the greatest extent possible.

Settlement of disputes

Article 20

The Contracting Parties shall settle all disputes arising from this Contract amicably. If this is not possible, the Contracting Parties agree that the competent court of jurisdiction in Ljubljana shall be liable for the settlement of possible disputes arising from this Contract.

The current law of the Republic of Slovenia applies to this Contract.

Final provisions

Article 21

This Contract enters into force on the day it is signed by both Contracting Parties.

This Contract has been written and signed in two (2) equal copies, of which each Contracting Party receives one (1) copy.

In the event of any discrepancies, the Slovenian version of this Contract prevails.

Priloge:

- Podatki o energetskih veleprodajnih poslih;
- Pooblastilo BSP;
- Urnik;
- Cenik.

Annexes:

- Data on wholesale energy transactions;
- BSP authorisation;
- Schedule;
- Price list.

Ljubljana, [Datum dokumenta]

BORZEN, d.o.o.

_____, (Kraj) [Datum dokumenta]

(Place and date)

Naziv družbe in odgovorne osebe

Podpis odgovorne osebe

(Company and its representative,

Signature)

