

Company name\_\_\_\_\_, company address\_\_\_\_\_, company registration number \_\_\_\_\_, VAT ID No. \_\_\_\_\_, represented by the legal representative \_\_\_\_\_ (hereinafter referred to as the “Network User”),

and

Company name\_\_\_\_\_, company address\_\_\_\_\_, company registration number \_\_\_\_\_, VAT ID No. \_\_\_\_\_, represented by the legal representative \_\_\_\_\_ (hereinafter referred to as the “the Acquirer”),

enter into the following

## **AGREEMENT ON THE TRANSFER OF THE TRANSMISSION AGREEMENT NO. \_\_\_\_\_**

### **Article 1**

The Parties enter into this Agreement with the purpose of trading capacities on the secondary market by concluding an agreement on the transfer of the transmission agreement, whereby the Transmission Agreement concluded between the Network User and the Transmission System Operator is fully transferred to the Acquirer obtaining all the rights and obligations from the Transmission Agreement and entering into legal relation with the Transmission System Operator.

### **Article 2**

The Parties to the Agreement hereby establish:

- that the Network User entered into the Transmission Agreement No. \_\_\_\_\_ (hereinafter referred to as the “Transmission Agreement”) with the Transmission System Operator, i.e. PLINOVODI d.o.o. (hereinafter referred to as the “Transmission System Operator”), on \_\_\_\_\_ for the purpose of implementing access to the natural gas transmission network owned and managed by the Transmission System Operator;
- that the Network User does not utilise the booked transmission capacity in compliance with the previous indent, thus selling it to the Acquirer in total;
- that it has been according to the Rules of procedure for implementation of Regulation (EC) No. 715/2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No. 1775/2005 obtained a written consent, which is the condition to conclude this agreement, from Transmission System Operator No. \_\_\_\_\_ dated \_\_\_\_\_ for the capacity resell according to this agreement;
- that this Agreement is concluded in compliance with Regulation (EC) No. 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No. 1775/2005, Rules of procedure for implementation of Regulation (EC) No. 715/2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No. 1775/2005, the Energy Act (EZ-1) and other regulations applicable in the territory of the Republic of Slovenia.

### Article 3

With this Agreement, the Network User surrenders and the Acquirer acquires the transmission capacity allocated to the Network User with the Transmission Agreement. Copy of the Transmission Agreement is enclosed to this Agreement with following characteristics about allocated capacities according to the Transmission Agreement:

- volume of the transmission entry/exit capacity (in kWh/day): \_\_\_\_\_;
- border entry/exit point: \_\_\_\_\_;
- validity of the Transmission Agreement from \_\_\_\_\_ until \_\_\_\_\_.

Transfer of all the rights and obligations shall be implemented starting with \_\_\_\_\_ / (day, month, year) / provided that at least 3 days before this date Transmission System Operator received notice according to the Article 7 of this Agreement.

### Article 4

The Acquirer explicitly states and declares that it is aware of the rights and obligations under the Transmission Agreement which is subject of the transfer and that it is familiar with the valid regulation and legislation in the Republic of Slovenia, which regulates issues of the transmission and supply of natural gas and is connected to performing of the obligations and that will, in accordance with this regulation and legislation implement all obligations under this Agreement and, consequently, of the Transmission Agreement.

### Article 5

Parties to the Agreement recognize that the Network User declared the balancing group leader in the Transmission Agreement, on the basis of the balancing group consent, with which the balancing group leader committed to the Network User to perform out nominations of the gas transmission in accordance with the System operating instructions for natural gas transmission.

The Acquirer explicitly states and declares that the consent of the preceding paragraph, in part, that connects to the Transmission Agreement is cancelled and expressly undertakes to inform the balancing group leader. The Network User is to the Acquirer liable for any damage resulting from failure to notice the cancellation of the consent in accordance with the preceding sentence.

The Acquirer explicitly states and declares that its balancing group leader hereunder is the company \_\_\_\_\_ with its address at \_\_\_\_\_, registration No. \_\_\_\_\_, VAT ID No. \_\_\_\_\_, which, based upon a consent, assumed the obligation of nominating transmission quantities of natural gas for the Acquirer in compliance with the applicable regulations of the Republic of Slovenia.

If in accordance with this Article switching of natural gas supplier occurs, the Acquirer has to perform the switching prior to the entry into force of this Agreement and in the manner and within the time frame as provided for by the legislation in the Republic of Slovenia.

### Article 6

*/optional proposal for formulating the provision on payments, offsetting payments made to the Transmission System Operator as insurance for transmission charge payments:*

From the effective date of this Agreement, the Transmission System Operator will charge the transmission charge according to the Transmission Agreement to the Acquirer or to the

balancing group leader, defined according to this agreement - as the new parties and service payers. The Transmission System Operator will charge the use of the transmission network according to the Transmission Agreement and in accordance with the legislation and regulations in the Republic of Slovenia.

On the effective date of this Agreement all the payment obligations from the Transmission Agreement already established and have not yet been settled to the Transmission System Operator shall pass to the Acquirer, both due and not yet, such as:

- Obligation for the month of \_\_\_\_\_ in the amount of \_\_\_\_\_ (No. Invoice).

The Network User bounds to the Acquirer to settle this obligation (including any legal interest) in due time directly to the Transmission System Operator. If the Network User does not settle these obligations in due time, the Transmission System Operator is allowed to claim these obligations from the Acquirer, accordingly the Acquirer has the possibility to claim the recourse to the Network User.

The Transmission System Operator in the event of non-payment obligations, has in accordance with applicable legislation and regulation right to terminate the natural gas transmission to the Acquirer in the manner and within the time frame defined by the Transmission Agreement, regardless of whether the non-payment of obligations incurred before or after the effective date of this the agreement by the debtor to pay.

Article 7

The Network User explicitly undertakes to notify the Transmission System Operator on concluding the legal transaction within 15 days upon entering into this Agreement but no later than 3 days before the implementation of this Agreement starts, by forwarding a photocopy of this Agreement to the latter, whereby the information on the price or/and other business data that the former finds sensitive may be concealed in the Agreement.

Article 8

This Agreement is concluded on the day it is signed by both Parties and becomes effective with \_\_\_\_\_ (same date as 2<sup>nd</sup> para. Article 3) and provided that the Transmission System Operator confirmed the transaction according to the 3<sup>rd</sup> bullet of the Article 2 of this Agreement.

Validity of this Agreement is aligned with the validity of the Transmission Agreement.

This Agreement is signed in 4 (four) copies, 2 (two) in Slovenian and 2 (two) in English language, each of which serves as the original. Each party to the Contract receive 1 (one) copy of the Contract in each language. In the event of any conflict or inconsistency or in case of doubt as to the proper content interpretation or construction of this agreement the Slovenian version shall prevail.

Date: \_\_\_\_\_

Network User:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Acquirer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_