

VIRTUAL POINT MEMBERSHIP CONTRACT

No. _____

concluded between:

_____, _____, registration No _____,
VAT identification No _____, represented by _____
(hereinafter: Member)

and

PLINOVODI d.o.o., Cesta Ljubljanske brigade 11B, 1000 LJUBLJANA, registration No. 1954288000, VAT identification No. SI31378285, represented by General Manager Marjan Eberlinc and Deputy General Manager Matija Bitenc (hereinafter: Transmission System Operator)

Article 1 (subject of the contract)

Based on this contract, the first contracting party becomes a virtual point member, obtaining the right to use the virtual point services provided by the Transmission System Operator.

The virtual point member can use the virtual point to carry out gas transactions and use the information display services, all according to the provisions of the Network Code for the transmission system for natural gas of the Transmission System Operator Plinovodi d.o.o. (Official Gazette of the Republic of Slovenia, No. 55/15, 80/17, 152/20, 204/21 - ZOP, 136/22 and 42/23; hereinafter: NC).

The contracting parties determine the manner and deadlines for the settlement of services of the virtual point for the purchase or sale of gas and the manner and deadlines for the settlement of transactions concluded on the trading platform.

By entering into this contract, both parties shall be subject to rights and obligations stipulated by the NC and this contract.

Article 2 (virtual point structure)

The virtual point member can carry out gas transactions at the virtual point by:

- declaring an individual transaction, or
- using the services of the trading platform.

When declaring an individual transaction in the context of free trade, any gas products agreed upon by transaction participants can be the subject of transactions, except for products that are the subject of trade with access to the trading platform.

When using the services of the trading platform, the subject of transactions are short-term standardised products determined by the Transmission System Operator in accordance with Article 96 of the NC. The trading platform access service can only be used by members that are also balancing group leaders.

Article 3 (declaration of transactions)

The virtual point member is obliged to declare a virtual point transaction to the Transmission System Operator beforehand, in the manner and deadlines stipulated in Article 75 of the NC. The Transmission System Operator shall only consider declarations that are made in accordance with the provisions of the NC.

The transaction must be declared by both members participating in the transaction. In the event that the Transmission System Operator does not receive both declarations, the transaction will not be considered.

Based on the aforementioned declarations, the Transmission System Operator then registers the transaction carried out in this manner with both members that are participating in it.

Article 4

(use of means of communication)

For declaration of transactions and other operational communication, the Member shall use the electronic system envisaged for the virtual point by the Transmission System Operator.

The Member shall access and use the electronic virtual point system via personal identification elements (electronic certificate and password) assigned by the Transmission System Operator. The Member may not allow third parties to access and use the virtual point through his personal identification elements.

The Transmission System Operator guarantees the operation of the electronic system in accordance with due professional diligence. The Transmission System Operator shall not assume liability for any errors in negotiation of transactions resulting from errors or failure of the electronic system.

The Transmission System Operator shall perform scheduled and condition based maintenance, upgrades and other required operations on the electronic system. In the context of implementation of scheduled maintenance or upgrades that could result in temporary unavailability of the electronic system, the Transmission System Operator shall announce these operations to the Member at least eight days before they begin.

In the event of condition based maintenance, the Transmission System Operator shall notify members about these operations as soon as possible. The implementation of these operations could result in a temporary unavailability of the electronic system.

The Transmission System Operator shall assume no liability for temporary unavailability of the electronic system due to the implementation of scheduled or condition based maintenance or upgrades of the electronic system.

Article 5 (responsible person)

The Member authorises Mr/Ms _____ as the responsible person for the implementation of this contract.

All written statements received by the Transmission System Operator bearing the signature of the responsible person or the corresponding electronic certificate shall be directly binding for the Member under this contract.

Article 6 (settlement of services)

The Member shall pay to the Transmission System Operator the annual registration cost and the cost of each transaction carried out at the virtual point.

The Transmission System Operator shall charge the Member the annual registration cost no later than on 1st September of the current calendar year for the period of the following gas year. The Transmission System Operator shall calculate the annual registration cost and the cost of each performed transaction according to the current price list, published on his website. The Member shall be obliged to pay the charged annual registration cost and the cost of each performed transaction within 30 days or on the last day of the month in February. The last day of the accounting period (month) in which the transaction was carried out shall be considered as the date of accrual of the claim for the payment of transaction.

Article 7
(settlement of transactions concluded on the trading platform)

When the Transmission System Operator trades with other network users on the trading platform, the contracting parties hereby agree to issue each other an invoice for purchases or sales no later than on the tenth business day of the month following the month in which the trade took place on the trading platform. The due date of such invoices shall be 30 days from the accrual of the claim or the last day of the month in February. The last day of the accounting period (month) in which the purchase or sale was realised shall be considered as the date of accrual of the claim.

Article 8
(taxes, complaints and late payments)

The Member shall be obliged to settle taxes, fees, duties and other charges in accordance with the regulations on taxes, fees, duties and other charges.

Complaints regarding the validity of issued invoices can be submitted by the Member in writing until the date of maturity of the corresponding invoice. A complaint does not suspend the payment of the undisputed part of the invoice by its due date.

In the event that the Member does not settle his obligations under this contract until the due date of the invoice, the Transmission System Operator shall charge him legal default interest for late payment from the 31st day after the accrual of the claim until payment. In case the rate of statutory interest for late payment is not prescribed by a special law, the Transmission System Operator shall in the event of late payment charge the Member the late payment interest rate from Article 378 of the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 - official consolidated text), increased by 50%.

In the event of late payment, the Member shall be obliged to submit the appropriate forms of payment protection insurance to the Transmission System Operator. Until such form of insurance is submitted, the Transmission System Operator may revoke the Member's access to the virtual point services.

At repayment, the Transmission System Operator shall adhere to the order of repayment determined by Article 288 of the Code of Obligations (expenses first, followed by interest, followed by principal).

Article 9
(responsibility)

The Member shall be responsible for the correctness and accuracy of data that he enters into the electronic system of the virtual point. The Member shall be responsible for the content of messages and for all transactions concluded at the virtual point, including transactions concluded via access to the trading platform.

The Member shall be obliged to look after the security of personal identification elements. The Transmission System Operator shall not be liable for any misuse of personal identification elements. In the event of misuse of personal identification elements, the Transmission System Operator shall revoke the identification elements immediately after receiving the notification of misuse.

The Transmission System Operator records the appropriately declared transactions. The Transmission System Operator assumes no responsibility for the physical delivery of gas or the payment to the seller of gas.

Article 10 (revocation of membership)

The Transmission System Operator may revoke the membership of the virtual point member by withdrawing from this contract, in the event that the Member:

- abuses the virtual point service in terms of compromising the normal operation of the gas market,
- uses the virtual point contrary to applicable regulations and this contract,
- does not submit the appropriate insurance instruments despite the request of the Transmission System Operator, or
- does not settle the outstanding liabilities towards the Transmission System Operator arising from this contract in time.

Article 11 (confidentiality)

The parties agree not to divulge any data acquired as a result of this contract to third parties, except in cases stipulated in the applicable regulations. The Transmission System Operator may publish the transaction data in the scope and manner stipulated in the applicable regulations.

Article 12 (validity of the contract)

The contract is concluded for an indefinite period.

The Member can terminate the virtual point membership at any time with a written statement. The virtual point membership contract terminates on the date set by the virtual point member no sooner than 5 business days from the date on which the Transmission System Operator receives the membership termination statement.

Article 13 (miscellaneous)

The contract is concluded on the date of signature by both parties and starts to apply on _____

Regardless of the provision of Article 6 of this contract, the contracting parties agree that the Transmission System Operator shall charge the Member the annual registration cost for the first year within five days of the conclusion of this contract, for the period until 1.10. _____. The Member shall be obliged to pay this annual registration cost within 30 days of the date when the invoice for the first year of the annual registration cost is issued by the Transmission System Operator. The Transmission System Operator will act in the same manner in the event that the virtual point member signs this contract at any time after the beginning of the gas year.

The parties shall endeavor to settle disputes amicably, otherwise the resolution of disputes shall be the competence of the court with subject matter jurisdiction in Ljubljana. This contract is governed by Slovenian law.

The contract is drawn up in 2 (two) copies. Each contracting party shall receive 1 (one) copy.

In the event that the contract is also concluded in English, it shall be concluded in two copies in the Slovenian language and two copies in the English language. Each contracting party shall receive one copy in Slovenian and one copy in English. If differences arise in the understanding of contractual provisions between the English and Slovenian versions, the Slovenian version of the contract shall prevail.

Ljubljana, __. __. ____

Member

Legal representative

Transmission System Operator

PLINOVODI d.o.o.

General Manager
Marjan Eberlinc

Deputy General Manager
Matija Bitenc