

Pursuant to the sixth paragraph of Article 242 of the Energy Act (Official Gazette of the Republic of Slovenia, No. 60/19 - official consolidated text and No. 65/20) and after obtaining the consent of the Energy Agency Council No. 73-3/2020-07/245 dated 7th of September 2020, the Transmission System Operator Plinovodi d.o.o. issues the following

RULES
on the procedure for the allocation of transmission system capacities for entry and exit
points in the Republic of Slovenia

I. GENERAL PROVISIONS

Article 1
(Scope)

This Act is used for the allocation of transmission system capacities for entry and exit points in the Republic of Slovenia.

Article 2
(Contents)

This Act shall govern:

- The system of entry and exit points,
- The procedures for the allocation of transmission system capacities for the entry and exit points in the Republic of Slovenia,
- Short-term services for the entry and exit points in the Republic of Slovenia, provided by the Transmission System Operator, and
- The publication of information.

Article 3
(Definitions of Terms)

The definitions in this Act shall have the same meaning as the definitions used in Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13th July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005, incorporated and adapted by Regulation (EU) 2018/1999 of the European Parliament and of the Council of 11 December 2018 on the Governance of the Energy Union and Climate Action, amending Regulations (EC) No 663/2009 and (EC) No 715/2009 of the European Parliament and of the Council, Directives 94/22/EC, 98/70/EC, 2009/31/EC, 2009/73/EC, 2010/31/EU, 2012/27/EU and 2013/30/EU of the European Parliament and of the Council, Council Directives 2009/119/EC and (EU) 2015/652 and repealing Regulation (EU) No 525/2013 of the European Parliament and of the Council; hereinafter referred to as Regulation (EC) No 715/2009 and the Energy Act (Official Gazette of the Republic of Slovenia, No. 60/19 - official consolidated text and No. 65/20 hereinafter referred to as: the "EZ-1"), provided they are not defined differently hereunder:

- Agency: means the Energy Agency,
- Working day: means every day from Monday to Friday, except public holidays and work-free days,

- Exit point (offtake point): means a point in the transmission system inside the Republic of Slovenia in which the Transmission System Operator offtakes natural gas to a Network User on the basis of the Transmission Contract,
- Exit capacity: means the booked capacity at an individual exit point for a Network User as agreed in the Transmission Contract, not exceeding the technical capacity determined by the connection contract for the exit point in question,
- Gas year: is the time period from 1 October of the current calendar year until 30 September of the following calendar year,
- General Terms and Conditions of the Transmission Contract for Entry and Exit Capacity in the Republic of Slovenia: are a document by which the Operator defines in advance the rights and obligations of the Network Users and the Operator in the Transmission Contract for entry and exit capacity, and are an integral part of any such contract,
- Network User: means a transmission system user such as defined under item 56 of Article 159 of the EZ-1, including a distribution system operator and a potential transmission system user,
- Entry point (intake point): means a point in the transmission system inside the Republic of Slovenia in which the Transmission System Operator intakes quantities of natural gas for transmission for Network User based on the Transmission Contract,
- Entry capacity: means the booked capacity at an individual entry point for a Network User in the Republic of Slovenia as agreed in the Transmission Contract, not exceeding the technical capacity determined by the connection contract for the entry point in question.

II. ENTRY - EXIT SYSTEM

Article 4 (Ensuring Access with the Entry-Exit System)

The Transmission System Operator sells the rights to use the capacities on the primary market by concluding long-term and short-term Transmission Contracts, separately and independently at the entry and exit points of the transmission system.

By concluding a Transmission Contract for a certain entry point, a Network User acquires the right enabling the Transmission System Operator to intake natural gas from the Network User with the aim of implementing the transmission.

By concluding a Transmission Contract for a certain exit point, a Network User acquires the right enabling the Transmission System Operator to offtake natural gas to the Network User at this exit point.

Article 5 (Method of Ensuring Access at Entry and Exit Points in the Republic of Slovenia)

The Transmission System Operator ensures access to entry and exit points in the Republic of Slovenia based on the conclusion of Transmission Contracts for the following standard capacity products:

- The booking of annual and multiannual capacities,
- The booking of monthly capacity,
- The booking of daily capacity, and
- The booking of day-ahead capacity on the basis of Framework Agreement.

The transmission capacities referred to in the previous paragraph are provided as firm access services.

The offered capacity at the entry and exit point in the Republic of Slovenia cannot be higher than the limitations determined by the Transmission System Operator for such connection point in the Connection Contract.

For the purposes of performing natural gas transmission, the Transmission System Operator shall have at its disposal the entry and exit capacity in the transmission system specified in the transmission contract and shall be ready to provide it to the Network User under the conditions laid down in this Act, and the Network User shall therefore be obliged to accept all obligations arising from this Act and the regulations in force in the Republic of Slovenia.

The booking of capacities is charged in accordance with the general act of the Agency regulating the charging of the network charges for the natural gas transmission system.

Article 6 (Exit Point to Final Customer)

All offtake points to final customers that are directly connected to the transmission system are exit points of the transmission system.

At the exit point to the final customer referred to in the previous paragraph, access may be exercised by the final customer, connected to the transmission system or by natural gas suppliers on behalf and for the account of the final customer.

Article 7 (Exit Point to the Distribution System)

Access at the exit point of the distribution system which is connected to the transmission system can be claimed only by the operator of such a distribution system.

Access at the exit point of a closed distribution system which is connected to the transmission system can be claimed only by the operator of such closed distribution system, except in the case referred to in the third paragraph of Article 229 of the EZ-1.

Article 8 (Entry-Exit Point to the System for LNG Terminals and Storage Facilities or other Entry Points)

Access at the entry point from liquefied natural gas terminals and at the entry-exit point to storage capacities in the Republic of Slovenia can be booked only by the operator of such systems.

Access at the entry point in the Republic of Slovenia which is directly connected to the production capacity of one single producer can only be claimed by such producer.

The production capacity referred to in the previous paragraph shall also be considered to be a lineup of installations for the production of certain types of gases (e.g. biomethane, synthetic methane, hydrogen) which can be injected into the natural gas

transmission system, the manufacturer being the person who controls the process of producing such gas within the meaning of the previous paragraph.

III. PROCEDURES FOR THE ALLOCATION OF TRANSMISSION SYSTEM CAPACITIES FOR ENTRY AND EXIT POINTS IN THE REPUBLIC OF SLOVENIA

Article 9 (Annual and Multiannual Capacity Allocation Procedure)

Network users shall provide to the Transmission System Operator requests for access to the transmission system by 30th June of the current gas year for the next gas year or for several future gas years.

The final customer's exit point access request must include the following:

- Name and address of final customer,
- Name and address of natural gas supplier,
- Name and address of the balancing group leader,
- The offtake point, the offtake pressure, the maximum daily flow rate, the maximum hourly flow rate,
- Annual quantities of natural gas for customer,
- The beginning and duration of access to the transmission system.

The Distribution System Operator's exit point access request must include the following:

- Name and address of distribution system operator,
- Name and address of the balancing group leader,
- The offtake point, the offtake pressure, the maximum daily flow rate, the maximum hourly flow rate,
- Annual quantities of natural gas for distribution system operator,
- The beginning and duration of access to the transmission system.

The entry point access request in the Republic of Slovenia can only be claimed by the system operators or manufacturers referred to in Article 8 of this Act and must contain the following:

- Name and address of system operator or manufacturer,
- Name and address of the balancing group leader,
- The intake point, the intake pressure, the maximum daily flow rate, the maximum hourly flow rate,
- Annual quantities of natural gas,
- The beginning and duration of access to the transmission system.

If the Transmission System Operator does not reject the Network User's request for access, the Transmission System Operator shall provide the Transmission Contract to the Network User for signing within 15 days from the date when the complete and timely request was filed. It shall be deemed that the Transmission System Operator has granted the access to transmission system when the Transmission Contract was provided to the eligible Network User with a 15-day optional deadline for signing.

The Transmission System Operator may reject the system access request if any of the reasons to reject the access referred to in the first paragraph of Article 239 of EZ-1 are present.

If after the deadline expiration specified in the first paragraph of this Article a Network User concludes a Transmission Contract for the remaining duration of the current gas year and for the next gas year, it shall be deemed that a multiannual contract has been concluded.

An applicant that has filed a request for the transmission system access cannot be granted a higher daily flow than enabled by the connection and technical capabilities of the gas pipeline.

Article 10

(General Conditions of the Transmission Contract for Entry and Exit Capacity in the Republic of Slovenia)

Together with the access request from the previous article, the Network User must also submit a signed form stating that the Network User is aware of and accepts the contents of the General terms and conditions of the Transmission Contract for entry and exit Capacity in the Republic of Slovenia and accepts their binding nature as an integral part of the Transmission Contract for entry and exit capacity in the Republic of Slovenia.

Submission of a signed form is a condition for concluding a Transmission Contract for entry and exit capacity in the Republic of Slovenia; however, it does not imply an obligation to conclude it. If the Network User already has a signed form accepting the valid General terms and conditions of the Transmission Contract for entry and exit capacity in the Republic of Slovenia, they do not need to re-adjust it.

The General Terms and Conditions of the Transmission Contract for Entry and Exit Capacity in the Republic of Slovenia define the rights and obligations under which the Contracting Parties will execute the concluded Transmission Contracts for Entry and Exit Capacity in the Republic of Slovenia.

The General Terms and Conditions regulate all contractual components of the Transmission Contract, except those which are part of the Transmission Contract, which is sent to the Network User by the Operator for signature in accordance with the previous article, namely:

- The entry or exit point in the Republic of Slovenia,
- The booking period of transmission capacity,
- The booked contractual transmission capacity,
- The offtake or intake pressure at the offtake or intake point and the tolerance level,
- The maximum allowed hourly flow rate,
- The minimum allowed natural gas flow rate,
- Determining the booking price,
- The duration of the Contract.

General terms and conditions of the Transmission Contract for entry and exit capacity in the Republic of Slovenia, which are the Annex 1 of this Act, shall be published by the Transmission System Operator on its website and shall lay down at least the following:

- Validity and scope of the general terms and conditions,
- Subject of the Transmission Contract,
- Network charge,
- Invoicing and terms of payment,
- Force majeure,
- Responsibility,

- Measuring gas quantities and processing registered data,
- Applicable regulations,
- Forwarding of information,
- Data confidentiality,
- Anti-corruption clause,
- Settlement of disputes, and
- Law of contracts.

If the General terms and conditions of the Transmission contract for entry and exit capacity in the Republic of Slovenia are changed, the Transmission System Operator shall inform the Network User accordingly. The Network User must, at the latest upon submission of the following request for access, submit to the Transmission System Operator a signed new form of amended General terms and conditions.

IV. SHORT-TERM SERVICES FOR THE ENTRY OR EXIT POINTS IN THE REPUBLIC OF SLOVENIA, PROVIDED BY THE TRANSMISSION SYSTEM OPERATOR

Article 11 (Ensuring Short-term Services of Access)

The Transmission System Operator shall ensure the following short-term access services:

- The booking of monthly capacity,
- The booking of daily capacity, and
- The booking of day-ahead capacity on the basis of Framework Agreement.

In the absence of special provision for short-term access services in this chapter, the provision referred to in Chapters III and V herein shall apply for the capacity allocation procedure and the conclusion of the Transmission Contract.

Article 12 (Booking of Monthly Capacity)

Booking a monthly capacity, a Network User is allocated the capacity that can to a certain extent of the booked capacity be used each accounting day of the specified calendar month. An individual monthly period starts on the first accounting day of the month and ends at the end of the last accounting day of the same month.

The Network User shall conclude the Transmission Contract for a monthly capacity at an entry and exit point in the Republic of Slovenia with the Transmission System Operator for a period of one or several months, but no more than 11 consecutive months.

The Network User shall request the access to the system based on the booking request for monthly capacity no later than 3 business days prior to the beginning of the month in which the transmission would be performed while the Transmission System Operator must receive such request by 10 a.m. The Transmission System Operator shall decide about the access to the transmission system no later than two business days following the receipt of a timely and complete request for access. It shall be considered that the Transmission System Operator has approved the short-term access to the transmission system by having provided to the eligible user the short-term Transmission

Contract for signing with an optional period for signing of one business day from the receipt of the Contract.

Article 13 (Booking of Daily Capacity)

Booking a daily capacity, a Network User is allocated the capacity that can to a certain extent of the booked capacity be used in one or several gas days, but not more than for a period that is at least one day shorter than the number of days in the calendar month, for which the Transmission Contract for daily capacity at the entry and exit points in the Republic of Slovenia is concluded.

The Network User shall request the daily access to the system based on the booking request for daily capacity no later than 3 business days prior to the beginning of the of the expected transmission, while the Transmission System Operator must receive such request by 10 a.m. The Transmission System Operator shall decide about the access to the transmission system no later than two business days following the receipt of a timely and complete request for access. It shall be considered that the Transmission System Operator has approved the short-term access to the transmission system by having provided to the eligible user the short-term Transmission Contract for signing with an optional period for signing of one business day from the receipt of the contract.

Article 14 (Booking of Day-ahead Capacity on the basis of Framework Agreement)

In addition to the Transmission Contracts determined herein, a Network User and the Transmission System Operator may conclude a Framework Agreement for the entry and exit points in the Republic of Slovenia based on which the transmission capacity can be booked for one day ahead.

The following is determined in the Framework Agreement:

- The maximum possible booked capacity under this agreement for the entry and exit points in the Republic of Slovenia, the minimum intake pressure at the entry point to the transmission system,
- The minimum intake pressure at the entry point to the transmission system,
- The offtake pressure at the exit point and tolerance level,
- The maximum flow rate and the minimum allowed flow rate of natural gas,
- The method of informing by the Transmission System Operator about all expected extraordinary increases in requirements for transmission capacity which are a result of the performance of planned maintenance works,
- The method of charging,
- The payment terms, the methods of securing payments,
- The persons responsible for the activation of transmission capacity,
- A detailed procedure of transmission capacity activation and
The duration of agreement.

A draft of the Framework Agreement for the entry and exit points in the Republic of Slovenia shall be published on the Transmission System Operator's website.

Network Users can conclude the Framework Agreement when they have already concluded at least one Transmission Contract for firm capacities at the relevant entry or exit point in the Republic of Slovenia, which was not concluded in accordance with this Article. The maximum booked capacity determined in the Framework Agreement may

amount up to 2.5-times the booked capacity under the relevant Transmission Contract for firm capacities, whereby it must fully correspond to the period of the stated Transmission Contract. The Framework Agreement is normally concluded together with the Transmission Contract for firm capacities and within the deadlines for the conclusion of such Transmission Contract determined in this Act; if the agreements are not concluded simultaneously, the provisions of Article 9 regarding the deadlines shall apply *mutatis mutandis*.

By concluding the Framework Agreement, the contracting parties legally undertake to observe the general terms and conditions, which will underlie any future, individual Transmission Contract. The content of a concluded Framework Agreement is entirely valid and independent of individual Transmission Contract concluded on its basis and it is entirely and unconditionally binding for the contracting parties. The parties shall agree on the volume of capacities and the duration of the booked capacities in individual Transmission Contracts concluded based on the Framework Agreement. After being concluded these agreements are independently binding.

The request for the activation of transmission capacity represents the Network User's offer for the conclusion of the Transmission Contract based on the concluded Framework Agreement. When the request for the activation of the transmission capacity is confirmed, it is considered that the Transmission System Operator has accepted the Network User's offer and that based on the Framework Agreement the Transmission Contract has been concluded for the volume of capacity and the duration such as confirmed on the request for the activation of the transmission capacity and under the terms and conditions of the Framework Agreement. Should the Transmission System Operator confirm the transmission capacity activation request only in part (partial confirmation is possible for the requested volume of capacity and for the period for which the capacity has been booked), it shall be considered that the Transmission System Operator has accepted the user's offer in this part. The Network user may, within 30 minutes after receiving the partial acceptance notice, declare that it does not accept the partial confirmation, otherwise the User shall be deemed to have made in advance a declaration of acceptance of such partial confirmation by the Transmission System Operator.

The request for the activation of the transmission capacity can be sent by electronic means of communication (to the email specified in the Framework Agreement).

Conclusion of individual Transmission Contracts based on the Framework Agreement does not terminate the Framework Agreement. Individual Transmission Contracts concluded on the basis of the Framework Agreement can also be concluded for the same or overlapping periods but the total daily booked capacity from all individual Transmission Contracts concluded on the basis of the Framework Agreement cannot exceed the maximum daily booked capacity which is determined in the Framework Agreement.

The transmission capacity determined in the Framework Agreement is activated for the "D" day (accounting day) on the previous "D-1" day (the day before the accounting day) when the user's authorised person has provided a request for the activation of the transmission capacity to the Transmission System Operator in the time anticipated for the nomination of the system use. The Transmission System Operator's authorised person confirms or rejects in writing the activation of capacity in the time anticipated for the confirmation of nomination.

If the person authorised by the Transmission System Operator has confirmed the activation, the Network User has the right to use the transmission capacity in the volume

and time period such as confirmed based on the request for the activation of the transmission capacity and under the terms and conditions of the Framework Agreement.

Irrespective of the Framework Agreement, the Transmission System Operator shall not be obliged to confirm the request for the activation of the transmission capacity should this pose a risk to the safety and reliability of the transmission system's operation.

The withdrawal of request for the activation of the transmission capacity has no effect after the Transmission System Operator has received it.

V. PUBLICATION OF INFORMATION

Article 15 (Method of Publication)

The Transmission System Operator ensures the publication of information in accordance with the requirements of the Regulation 715/2009/EC.

The published information is provided in a clear and transparent way and available to all users equally.

Article 16 (Period of Data Keeping)

The Transmission System Operator shall archive and keep the data referred to in Chapters III, IV, and V herein for a period of five years after they have been published.

VI. TRANSITIONAL AND FINAL PROVISIONS

Article 17 (Option to Extend the Existing Long-term Transmission Contracts for Entry and Exit Points in the Republic of Slovenia)

If, on the day when this Act enters into force, a Network User holds a long-term Transmission Contract for the entry and exit points in the Republic of Slovenia concluded with the Transmission System Operator, which was concluded before 11 November 2014 and ends on a date after 30 September of the last calendar year of the contract's validity, a Network User can conclude an Annex to such contract with the Transmission System Operator extending the validity period of the long-term Transmission Contract to 30 September of the next calendar year. Such Network User shall submit a written request for the extension of the duration of such contract to the Transmission System Operator by 30th June of the last calendar year in which the contract is still valid.

Article 18 (Termination of Use)

As of the start date of the validity of this Act, the Rules on the procedure for the allocation of capacity on the transmission system for the entry and exit points in the Republic of Slovenia, the congestion management procedure and capacity trading on the

secondary market (Official Gazette of RS, No. 80/14, 81/14 - corr., and 62/16) shall cease to apply.

Article 19
(Date of Entry into Force)

The Act shall enter into force fifteen days following its publication in the Official Gazette of the Republic of Slovenia.

ANNEX 1: General Terms and Conditions of the Transmission Contract for Entry and Exit Capacity in the Republic of Slovenia

GENERAL CONDITIONS OF THE TRANSMISSION CONTRACT FOR ENTRY AND EXIT CAPACITY IN THE REPUBLIC OF SLOVENIA

1. Validity and Scope of the General Terms and Conditions

These General terms and conditions of the Transmission Contract for entry and exit capacity in the Republic of Slovenia (hereinafter referred to as: the “General terms and conditions”) are an integral part of the Transmission Contract for entry and exit capacity in the Republic of Slovenia, concluded between the Network User and the Transmission System Operator Plinovodi, d.o.o., Cesta Ljubljanske brigade 11b, 1000 Ljubljana, Slovenia (hereinafter referred to as: the “Transmission System Operator”). These General Terms and Conditions shall form part of any Transmission Contract for entry and exit capacity in the Republic of Slovenia, concluded after the date of their publication, whether expressly referenced or not. Unless the contract regulates a particular issue differently, the contract shall apply to that issue.

The General Terms and Conditions of the Transmission Contract for Entry and Exit Capacity in the Republic of Slovenia define the rights and obligations under which the Contracting Parties will execute the concluded Transmission Contracts for Entry and Exit Capacity in the Republic of Slovenia.

The General Terms and Conditions regulate all contractual components of the Transmission Contract, except those, which is sent to the Network user by the Operator for signature in accordance with the Rules on the procedure for the allocation of capacity of the transmission system for the entry and exit points in the Republic of Slovenia, namely:

- The entry or exit point in the Republic of Slovenia,
- The booking period of transmission capacity,
- The booked contractual transmission capacity,
- The offtake or intake pressure at the offtake or intake point and the tolerance level,
- The maximum allowed hourly flow rate,
- The minimum allowed natural gas flow rate,
- Determining the booking price,
- The duration of the Contract.

2. Subject of the Transmission Contract

The subject of the Transmission Contract guarantees the entry or exit capacity in the Republic of Slovenia for the Network User, namely on the transmission system owned and managed by the Transmission System Operator, all aimed at carrying out the transmission of natural gas.

3. Network Charge

The network charge is the amount that the Network User is obliged to pay for the use of the transmission system, which is calculated on the basis of the tariff rates for network charges and the volume of capacity booking as the use of that system.

The Transmission System Operator shall charge the network charge for the use of the network as laid down in the currently applicable general act of the Agency determining the

methodology for charging for the network charge for the gas transmission system, the Act on determining the network charge for the natural gas transmission system, and this Act.

When charging the network use, the Transmission System Operator shall also take into account any changes in connections required by the Network User during the period of validity of the Contract, as well as any other activities or interventions required on the transmission system in connection with the implementation of this Transmission Contract, all pursuant to the currently applicable regulations in the Republic of Slovenia.

To this end, all network charge amounts, except those for which the specified regulations determine otherwise, shall be charged in accordance with the contractually agreed booking of capacities and regardless of the volume of actual transmitted quantities of natural gas through the transmission system following the “ship-or-pay” principle.

4. Invoicing and Terms of Payment

The Transmission System Operator shall issue invoices in the manner and under the conditions in accordance with the applicable regulations governing the charging for the network charge for the natural gas transmission system. The invoices shall also charge the amounts of taxes, fees, excise duties and other charges that the Transmission System Operator must charge in accordance with the applicable regulations and which the Network User is obliged to pay in accordance with the regulations on taxes, fees, excise duties and other duties.

Any complaint against the correctness of issued invoices may be submitted by the Network User in writing by the due date of an individual invoice. The complaint shall not suspend the payment of the undisputed part of the invoice by its due date.

If the Network User fails to pay the invoice by its due date, the Transmission System Operator shall charge statutory default interest inclusive of the 31st day after the date when the liability arises until the date of payment.

In case of late payment, the Transmission System Operator shall account for all payments made by the Network User in the order they were received, and in accordance with Article 288 of the Obligations Code.

If the Network User fails to settle its obligations in accordance with the applicable regulations and in accordance with the concluded Transmission Contract, the Transmission System Operator shall be entitled to immediately demand alternative instruments for securing payment acceptable to the Transmission System Operator, or another method of payment.

The Transmission System Operator may require the Network User to secure the average calculated two-month sum of network charge given the contractually agreed maximum amount of booked transmission capacities.

The Transmission System Operator may also introduce as a payment security instrument a method of payment of obligations on the basis of monthly invoices. Furthermore, the Transmission System Operator shall issue to the service payer, i.e. the Network User, no later than on the 15th day of the month before the beginning of the following month, an estimate for the estimated amount of the network charge with the payment deadline by the 25th day of the month before the beginning of the month to which the proforma invoice relates. If the proforma invoice is not settled within the foreseen deadline, the Transmission System Operator will suspend the transmission of natural gas to the Network User at the beginning of the month to which the proforma invoice relates.

After the Network User has satisfied the requirement of the Transmission System Operator for an instrument to secure the payment or a different mode of payment, the Transmission System Operator and the Network User shall enter into an agreement on the repayment of due liabilities which does not constitute a novation thereof.

In case the Network User:

- After receiving a reminder fails to settle all its liabilities towards the Transmission System Operator, or
- Fails to satisfy the requirements for an instrument to secure payment or other payment method in accordance with the preceding paragraph, or
- Fails to execute payment in accordance with the concluded agreement on the repayment of due liabilities,

the Transmission System Operator may disconnect the Network User from the individual consumption point within the deadlines and in the manner prescribed by the applicable regulations.

5. Force majeure

Force majeure means any event or circumstance beyond the control of the Transmission System Operator which could not have been foreseen, avoided or averted. To determine the force majeure and its consequences, the law of obligations applies.

The Transmission System Operator shall be obliged to promptly notify the affected Network User on the existence of force majeure by the fastest means available.

If force majeure or a repeated occurrence of force majeure partially or fully prevents the Transmission System Operator from discharging its contractual obligations for a period of more than 30 days, the Transmission System Operator and the user shall agree in writing on how the Transmission Contract will be executed in the future.

6. Responsibility

In case of foreseen, unforeseen and extraordinary works, damages, disruptions or defects on the transmission system, the Transmission System Operator shall act in accordance with the Network Code for natural gas transmission system and other applicable regulations.

The Transmission System Operator shall not be held responsible for any damage that the Customer or Network User might suffer due to the temporary limitation or interruption of the natural gas transmission, if he acts in accordance with the applicable regulations and general acts on exercising public authorisations, and that he shall not be liable for damages connected with the cause for maintenance works in accordance with the general rules of the law of obligations.

7. Measuring gas quantities and processing registered data

The Network User shall, on the first business day after the end of the accounting month, forward to the Transmission System Operator the following data:

- Daily and monthly record of metering devices,
- Daily and monthly record of digital data storage devices,
- Electronically forwarded data on the consumption of natural gas via the web application of the Transmission System Operator,
- In the way as defined by the Forecaster.

The Network User is obliged to provide the Transmission System Operator with the access to the measuring locations at the exit and entry points in the Republic of Slovenia under its

ownership, so that the Transmission System Operator or its authorised representatives can record and/or verify the data on the quantities of natural gas delivered or accepted at these offtake or intake points.

If the Transmission System Operator does not agree with the data submitted by the Network User, the Transmission System Operator shall immediately inform the Network User thereof. For calculation purposes or as invoice items the Transmission System Operator may, in this case, use the data that are at its disposal. The quantities determined in this way shall be considered final and incontestable.

The Transmission System Operator shall charge the Network User the amounts for the implementation of measurements according to the technical characteristics of the measuring locations specified in the Annex to the Transmission Contract.

Notwithstanding the above provisions of this Article, after the introduction of the system of electronic data transfer from individual offtake or intake points, the electronically transmitted data shall be deemed to be correct. In case of a written complaint against the billing of transferred quantities of natural gas or in case of replacement of metering devices, or in any case at least once a year, the Transmission System Operator is obliged to check the conformance of electronically transmitted data against data of the metering devices at the offtake point. Should discrepancies be discovered, the Transmission System Operator shall issue a balance payment or credit to remedy the consequence of incorrectly calculated data.

The actual realisation of the transferred quantities at the measuring locations of final customers, to which the supply of natural gas is carried out by several balancing groups simultaneously, shall be attributed to the appropriate balancing group for the purpose of offsetting daily deviations.

The quality of natural gas is allocated and documented by the Transmission System Operator on the basis of the own quality measurement of the Transmission System Operator and the quality measurements of the neighbouring Transmission System Operators. On entry points, where production network is connected or bio-gas production plant is connected or LNG plant is connected, Transmission System Operator defines the quality of natural gas on the basis of quality measurements.

The Transmission System Operator shall be obliged to accept for transmission only natural gas with the properties as laid down in the Network Code for natural gas transmission system. Insofar as the quality of natural gas deviates from this specification in Network Code for natural gas transmission system, the Transmission System Operator shall not be obliged to accept such natural gas for transmission.

8. Applicable regulations

The Transmission Contract for Entry and Exit Points in the Republic of Slovenia shall be concluded with the purpose to exercise the rights and obligations as defined by the applicable regulations in the Republic of Slovenia and general acts on exercising public authorisations. The Contracting Parties shall exercise their rights and obligations under this Contract consistently in accordance with the provisions hereof and the applicable regulations in the Republic of Slovenia.

The Contracting Parties expressly agree that the Transmission System Operator, regardless of the specific provisions of this Contract, shall charge for the use of the transmission system under this Contract in accordance with the applicable regulations governing the charging of the network charge for the natural gas transmission system, which determines

the method of charging network charges for natural gas transmission, tariffs for network charges, the method of charging network charges, the manner of invoicing and payment of network charges, and the determination of transmitted quantities of natural gas in times of failures of metering devices.

For any matters not determined herein, the applicable regulations in the Republic of Slovenia shall apply directly. Any references to the applicable regulation in this Contract shall also imply a reference to any amendment of that act or regulation replacing that act or governing this area.

In the event that any future changes to the said regulations are such as to require a change in the rights and obligations of the Contracting Parties as set out in this Contract, the Contracting Parties undertake to conclude an Annex to this Contract to replace the null provision with a new provision which will best met the economic, technical and legal purposes of the null provision.

The Contracting Parties shall waive in advance their right to unilaterally request the termination or amendment of the Transmission Contract due to changed circumstances, insofar as these circumstances result from the operations of economic entities on the market.

9. Forwarding of information

The Network User agrees to immediately provide the Transmission System Operator with the data from the Transmission Contract, if they have changed or if these data are necessary for the proper and timely implementation of the obligations of the Transmission System Operator. Data referred to in this Article shall be forwarded in writing:

- to the address of the Transmission System Operator: Cesta Ljubljanske brigade 11b, 1000 Ljubljana, Slovenia, or
- by e-mail to: SKR@plinovodi.si.

10. Data confidentiality

The Transmission System Operator and Network User may not disclose information from the concluded Transmission Contract to any third party or make a public announcement or issue a public notice, press release, statement or communication related thereto without the prior written consent of the other Contracting Party, unless so required by law, a court decision or an arbitration award or any other government body (including an exchange body) or the Agency, and save for any disclosures made to the court in a dispute between the Contracting Parties that arises from this underlying Transmission Contract or in connection therewith.

Confidential information is any information based on a Transmission Contract provided by the other Contracting Party in connection with the Transmission Contract or its implementation and that is marked in writing as confidential or in a manner that reasonably indicates its confidential nature.

11. Anti-corruption clause

Pursuant to Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11, ZIntPK), any Contract in which any person, on behalf of or on account of the other Contracting Party, representative or intermediary of a public sector body or organisation, promises, offers or gives any illicit benefit to: obtain a transaction, conclude a transaction on more favourable terms, fails to control of the performance of contractual obligations or of other conduct or omission that causes damage

to a public sector body or organisation or makes it possible to obtain an unauthorised benefit to a representative of a body, public sector body or organisation, other Contracting Party or its representative, agent or intermediary, is void.

12. Settlement of disputes

In the event of disputes arising from:

- The access to the transmission system,
- The calculation of the fee for the use of the transmission system,
- Alleged violations of the Network Code,
- Identified imbalances and fees for covering the balancing costs, and infringements of general acts governing imbalances and their balancing, or
- Other instances as determined by law,

the Energy Agency shall have the competence to decide in the procedure for a judicial review of administrative acts in the first instance pursuant to the Energy Act.

Any other disputes shall be settled before the competent court in Ljubljana.

13. Law of contracts

The Slovenian legislation or the law of contracts in force in the Republic of Slovenia shall apply to the Transmission Contract.

If this Transmission Contract is concluded also in the English language, the Slovenian version shall prevail in case of discrepancies in the interpretation of contractual provisions between the English and Slovenian versions.