skupina Javni holding Ljubljana

# Auction Rules for the Sale of Electricity from the Production of Energetika Ljubljana (unofficial translation)

Ljubljana, September 2025

**Javno podjetje Energetika Ljubljana d.o.o. publishes**

# Auction Rules for the Sale of Electricity from the Production of Energetika Ljubljana

## 1 SUBJECT OF THE AUCTION

The subject of the auction is the sale of electricity produced by the Javno podjetje Energetika Ljubljana d.o.o. (hereinafter: Energetika Ljubljana). The subject of each auction will be one or more products, which will be presented in detail in the individual auction notice.

### 1.1 Auction products

The products subject to auction may be base load and/or peak load products for the delivery period:
- year and/or
- quarter and/or
- month and/or
- any other delivery period.

A base load product is a product of band energy with the physical delivery of electricity to the Slovenian electricity system, beginning at 00:00 on the first day of the product period and ending at 24:00 on the last day of the same product.

A peak load product is a product of peak energy with the physical delivery of electricity to the Slovenian electricity system, delivered Monday through Friday from 08:00 to 20:00 during the period of the individual peak product.

Energetika Ljubljana shall publish the products and delivery periods at least 10 days prior to each auction. All information related to the products shall be available in the auction specifications, published on the website.

### 1.2 Delivery Area

The sale of electricity refers to delivery/supply in the Slovenian electricity system. Acquisition of cross-border transmission capacities is the sole responsibility of the buyer.

### 1.3 REMIT Regulation

The contracting parties undertake to act in accordance with the provisions of the REMIT Regulation concerning registration and reporting of market participants.

## 2 AUCTION

### 2.1 Auction participants

Energetika Ljubljana shall act as the seller in the auction.

Any legal or natural person who is a member of the balance scheme of the market operator in Slovenia may participate as a bidder, in accordance with the regulations governing the electricity market.

## 2.2 Application for Participation in the Auctions

### 2.2.1 Conditions of Application

The application for participation in the auctions must include:

1. Basic data on the auction participant and the person authorized to participate in the auction (Annex 1);
2. Regular extract from the court register or from AJPES, not older than ninety (90) days; if not available in the participant's country, a certificate from another competent authority;
3. Conformation from the judicial records stating that the entity is not undergoing bankruptcy, liquidation, or compulsory settlement (not older than thirty (30) days);
4. Certificate of proof of authorization granted for the signatory of the application and contract, if the signatory is not a legal representative (not older than ninety (90) days);
5. Declaration confirming familiarity with the Auction Rules (Annex 2);
6. Initialled and stamped sample of Performance Bond (Annex 3);
7. Signed Contract, completed with missing data (Annex 4) – two (2) copies;
8. Initialled and stamped sample Addendum to Contract, completed with missing data (Annex 5).

All documents must be submitted in original form, in Slovenian or English.

Applications must be submitted on the prescribed form **"Application for the Auction for the Sale of Electricity from the Production of Energetika Ljubljana"** (Annex 1).

Applications must be delivered by registered mail to: **Javno podjetje Energetika Ljubljana d.o.o., Verovškova ulica 62, 1000 Ljubljana, marked "DO NOT OPEN – Sale of electricity from the production of Energetika Ljubljana**", or in person at the reception office of Energetika Ljubljana

Applications are not time-limited and remain valid until withdrawal or written cancellation by the participant.

Applications received at least 7 days before an auction will be valid for that auction. Changes in participant data must be communicated immediately, no later than 7 days before the next auction in accordance with article 2.2.1. of these Rules.

Energetika Ljubljana may request updates of documents listed in first paragraph of article 2.2.1. of these Rules.

### 2.2.2 Incomplete Application

In case of an incomplete application, Energetika Ljubljana reserves the right to invite the applicant to complete the application. Energetika Ljubljana shall inform the applicant of the incomplete application by e-mail. The applicant must complete the application within 3 working days after receipt of notification of the incomplete application. Energetika Ljubljana may request that the participant provide additional data or evidence to substantiate the application.

Upon receipt of a complete application, Energetika Ljubljana shall issue to the participant a confirmation of registration for participation in auctions by e-mail, granting the right to participate to the auction.

#### 2.2.3 Participation in the Auction

Participation in the auction is allowed only to bidders who have been granted the right to participate. In accordance with the recognised right to participate, BSP shall provide the bidder with access to the trading platform.

#### 2.2.4 Validity of Participation Rights

The recognized right to participate in the auction shall remain valid until the expiry of these Rules, except in the case described in point 2.3.6 of these Rules.

In the event of non-compliance with these Rules or failure to fulfil the contract, the bidder's registration for participation in the auctions shall be revoked.

### 2.3 Auction process

#### 2.3.1 Time of the Auction and Bidding

Bids in the auction shall be submitted via the BSP trading platform (hereinafter: BSP). BSP shall inform the auction participant about the further procedures for access. Access is enabled only to the auction participant that has been granted the right to participate in the auctions in accordance with point 2.2.4 of these Rules.

The auction date for the sale of electricity from the production of Energetika Ljubljana for each individual product shall be published at least 7 days before the auction on the websites of Energetika Ljubljana and BSP. The auction date shall also be sent by e-mail to all already registered bidders. In the event of a change to the auction date, such changes shall be published at least 7 days prior to their entry into effect.

#### 2.3.2 Testing Access

Testing of access and of the trading itself shall be carried out individually, in agreement between the bidder and BSP.

#### 2.3.3 Collection of Bids

The collection of bids for the auction shall take place in accordance with the auction timetable and auction specifications via BSP. Auctions for all products are conducted simultaneously. Bidders shall submit separate bids for each product.

During the bidding period, bidders may submit bids for individual products by entering a bid for the selected product with the quantity in MW, rounded to a whole number, and a price in EUR/MWh, rounded to two decimal places. Any bid submitted outside the prescribed bidding period shall be invalid.

### 2.3.4 Validity of Submitted Bids

All valid submitted bids shall be entered in the book of bids separately for each product. The order in the book of bids shall be determined according to the criterion of the highest price, meaning that bids with a higher price for an individual product shall have priority. The last accepted bid shall be accepted up to the remaining quantity that is the subject of the auction for the individual product and may be lower than the quantity offered by the bidder.

If several bids are submitted at the same price, bids with an earlier time stamp shall have priority over bids with a later time stamp.

All valid bids in the book of bids shall remain binding until receipt of the official notification of the auction results. The official notification shall be deemed to be the notice sent by Energetika Ljubljana in accordance with point 2.4.2 of these Rules. The bid of the selected bidder for an individual product shall remain binding until the signature of the Addendum to the Contract (Annex 5).

### 2.3.5 Supervision

BSP shall supervise the entire auction process and ensure that the process is carried out in accordance with these Rules and other applicable legislation. Energetika Ljubljana shall have the right, during the conduct of the auction, to shorten or extend the duration of the auction or to temporarily or permanently suspend the auction, if it considers this necessary for the proper conduct of the auction. In the event of suspected violations of these Rules and/or other legislation, Energetika Ljubljana may exclude an individual bidder from the auction or cancel the bids already accepted from that bidder.

Energetika Ljubljana shall notify the bidder of such measures by e-mail at the earliest possible time.

Any conduct of a bidder that has the purpose or effect of disrupting the auction process or unduly influencing its outcome shall be considered a serious breach of these Rules, resulting in the exclusion of the bidder from the auction and the cancellation of bids already accepted from that bidder. The bidder’s registration for participation in the auctions shall be revoked, and any new application from the bidder shall be rejected.

## 2.4 Selection Criteria and Publication of Auction Results

### 2.4.1 Selected offers

The selected bids are those with the highest price in EUR/MWh for each individual product and shall be settled on the principle of “pay as bid.

### 2.4.2 Conclusion of the Auction

Energetika Ljubljana shall notify the bidders of the official results by e-mail within one (1) hour after the conclusion of the auction. Based on the notification of selection and in accordance with point 5.1.2 of these Rules, the selected bidder shall conclude the Addendum to the Contract for the sale of electricity from the production of Energetika Ljubljana for the product for which it was selected.

### 2.4.3 Publication of Results

After the conclusion of the auction, Energetika Ljubljana shall publish the official results of the auction on its website, namely anonymised bids and auction results for each product.

### 2.4.4 Cancelation of Auction

Energetika Ljubljana may cancel the auction in part or in whole at any stage. In the event that the auction is cancelled in part or in whole, Energetika Ljubljana shall not carry out the actions referred to in points 2.4.2 and 2.4.3 of these Rules for the cancelled part of the auction.

# 3 Exclusion of Liability of the Auction Operator

Energetika Ljubljana and BSP shall not be liable for any damage, whether direct or indirect, arising from:

1. The bidder's inability to participate in the auction or absence from the auction,
2. Late receipt of a bid,
3. Errors by the bidder in submitting bids,
4. Cancellation of the auction.

# 4 Disputes

In the event of a dispute, the Slovenian version of this document shall prevail for the interpretation of the provisions of these Rules.

# 5 Contractual Relationships

### 5.1.1 Signature of the Contract and Addendum to the Contract

Within three (3) working days after the successful completion of the auction, Energetika Ljubljana will sign a contract with the selected bidder (Annex 4) and prepare an Addendum to the Contract (Annex 5) on the sale of electricity from the production of Energetika Ljubljana and forward it to the selected bidders for signature. The selected bidder must return the signed copy of the contract or Addendum to the Contract within ten (10) working days.

The selected auction bidder must, no later than twenty (20) days from the date of conclusion of the Addendum to the Contract on the sale of electricity from the production of Energetika Ljubljana, submit an irrevocable, unconditional and payable on first demand bank guarantee for timely payment (Annex 3) in the amount of 10% of the value of the Addendum to the Contract excluding VAT.

Submission of financial security for timely payment is a condition for the validity of each Addendum to the Contract.

In the event that the selected bidder fails to submit a bank guarantee for timely payment, it shall be liable for all damages that Energetika Ljubljana may incur as a result of the replacement sale (costs of a new procedure, price difference, etc.).

The minimum expiry date of the bank guarantee is at least 60 days after the end of the period for which the bidder was selected.

The selected bidder may provide financial security jointly or separately for each product of the purchase. The content of the bank guarantee must be identical to the content in Annex 3 and issued by a first-class bank with its registered office in the Republic of Slovenia.

## 6 Validity of the Auction Rules

The Auction Rules shall enter into force on 31 August 2025 and shall remain in effect until revoked.

## Annex 1: Application for the Auction for the Sale of Electricity from the Production of Energetika Ljubljana

APPLICATION FOR THE AUCTION FOR THE SALE OF ELECTRICITY FROM THE PRODUCTION OF ENERGETIKA LJUBLJANA

By submitting this application, the auction participant applies to participate in the auctions for the sale of electricity from the production of Energetika Ljubljana, organised by Energetika Ljubljana.

**BASIC INFORMATION ON THE INTERESTED LEGAL ENTITY**

| | |
|---|---|
| Full Name | |
| Address | |
| City/Postal Code | |
| Country | |
| Telephone: | |
| E-Mail for Notifications: | |
| Tax number: | |
| Registration Number: | |
| Bank account number with bank unit (IBAN, SWIFT) | |
| Authorised person for signing the accession contract – name, surname, position | |

**PERSONS AUTHORISED TO PARTICIPATE IN THE AUCTION**

| Name and Surname | Telephone | E-mail | Signature |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

Signature of authorised/responsible person and stamp (if used by the company):

**Annex 2: Declaration**

DECLARATIONS

______________________________________________________________________________

(name of the interested legal entity), hereby declare

1. That prior to signing this declaration I have familiarised myself with the Auction Rules for the Sale of Electricity from the Production of Energetika Ljubljana and agree with them;

2. That all information provided in this application and in the annexes hereto is true and correct, and that I fulfil all legally prescribed conditions for carrying out the activity which is the subject of the auction;

3. That I agree that Energetika Ljubljana, for the purposes of the auctions for the sale of electricity from its production, may conduct the necessary inquiries with the competent authorities and obtain data from public records, whereby the data obtained shall be used exclusively for the needs of Energetika Ljubljana;

4. That I agree with the content of the submitted sample Contract (Annex 4) and sample Addendum to the Contract (Annex 5), which I confirm with my signature and company stamp thereon, and I undertake to conclude the Addendum to the Contract with identical content as set out in the sample within ten (10) working days after the conclusion of the auction, or at least one (1) working day before the delivery date, in the event that I am selected in the auction.

City: ___________________________ Date: _____________________________

Signatory:_______________________

Signature: _________________________

Stamp:

**Annex 3: Performance Bond**

Form of Demand Guarantee for performance bond under EPGP-758

*(Guarantor Letterhead or SWIFT identifier code)*

To: Javno podjetje Energetika Ljubljana d.o.o. Verovškova ulica 62, 1000 Ljubljana

Date: …………………… *(Insert date of issue))*

**TYPE OF GUARANTEE: Performance Bond**

**GUARANTEE NUMBER:** …………………… *(insert guarantee number)*

**GUARANTOR:** …………………… *(insert name and address of the issuing bank)*

**APPLICANT:** …………………… *(nsert name and address of the applicant for the guarantee*

**BENEFICIARY:** Javno podjetje Energetika Ljubljana d.o.o. Verovškova ulica 62, 1000 Ljubljana

**THE UNDERLYING RELATIONSHIP: :** bligations of the Applicant arising from ………………….. (title, contract number and date, and Addendum number and date) for ………………….. in the contract value of ……. EUR concluded between the Applicant and the Beneficiary, under which the Applicant has undertaken, inter alia, to ……………….. (purchase). Pursuant to Article … of the said Contract and Addendum, the Applicant is obliged to provide the Beneficiary with a guarantee for timely payment in the amount of …………

**GUARANTEE AMOUNT AND CURRENCY :** …………………… *(insert maximum amount in figures and words, and currency)*

ANY DOCUMENT REQUIRED IN SUPPORT OF DEMAND FOR PAYMENT, APPARENT FROM THE SUPPORTING STATEMENT THAT IS EXPLICITLY REQUIRED FROM THE TEXT BELOW: none

**LANGUAGE OF ANY REQUIRED DOCUMENTS:** Slovenian

**FORM OF PRESENTATION:** in paper form by registered mail or any form of courier delivery, or in electronic form via the SWIFT system to the address …………. (insert SWIFT address of the Guarantor).

**PLACE OF PRESENTATION: ……………………** (The Guarantor shall insert the branch office address where presentation of paper documents shall be made, or the electronic address for electronic presentation, such as the Guarantor's SWIFT address. If no place of presentation is indicated in this section, presentation shall be made at the place where the Guarantor issued the guarantee.)

**EXPIRY DATE:** DD.MM.YYYY (insert expiry date of the guarantee)

**PARTY LIABLE FOR PAYMENT OF COSTS:** …………………… *((insert name of the Applicant)*

As Guarantor, we irrevocably undertake to pay the Beneficiary any amount up to the maximum amount of this guarantee, upon receipt of a compliant demand for payment in the above form of presentation, signed by the authorised signatory(ies), and together with other documents, if listed above, and in any case together with a statement by the Beneficiary, either included in the demand itself or in a separate signed document attached to the demand or referred to therein, stating in what respect the Applicant has failed to fulfil its obligations under the underlying transaction.

Any demand for payment under this guarantee must be received on or before the expiry date at the place of presentation specified above.

Any disputes arising from this guarantee shall be resolved by the competent court in Ljubljana under Slovenian law.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) revision 2010, issued by the ICC under number 758.

**The Guarantor**

(Siganture and Stamp)

**Annex 4: Contract for the Sale of Electricity from the Production of Energetika Ljubljana**

Contract No. _____

## on the sale of electricity from the production of Energetika Ljubljana

**concluded between:**

**Javno podjetje Energetika Ljubljana d.o.o.**
Verovškova ulica 62,
1000 Ljubljana
Slovenija,
represented by the Director, Mr. Samo Lozej,
VAT ID: SI 23034033
(hereinafter: Energetika Ljubljana or the Seller),

**and**

**BUYER** ________________________________________________,

Address ________________________________________________,

City ________________________________________________,

Country ________________________________________________,

representd by ______________________________________________,

VAT ID: ______________________________________________,

(hereinafter: ________________________ or the Buyer, and together: the Parties)

## Subject of the Contract

1. Article

The subject of this Contract is the sale and purchase of electricity from the production of Energetika Ljubljana (hereinafter: the Contract).

The Seller shall sell and the Buyer shall purchase and take over electricity in the quantities, at the price, and for the period defined in the Addendum to the Contract for the sale of electricity from the production of Energetika Ljubljana (hereinafter: the Addendum).

## Quantity, Price, and Delivery Period

2. Article

The Parties agree that the price for the sale of electricity from the production of Energetika Ljubljana shall be determined at the auction in accordance with the Auction Rules for the Sale of Electricity from the Production of Energetika Ljubljana.

After the auction, the Parties shall sign the Addendum, which defines the quantity, the price of the delivered electricity, and the delivery period allocated to the Buyer at the auction.

## Payment Terms

3. Article

Electricity traded under this Contract shall be settled on a monthly basis. By the fifth (5th) day of each month, the Seller shall issue an invoice for the quantity of electricity delivered or taken over under this Contract during the previous month (the accounting period), taking into account the number of hours in the month according to the monthly delivery schedule set out in the Addendum and at the price determined in the Addendum.

The Buyer must pay the invoice no later than the twentieth (20th) day of the month following the end of the accounting period, into the Seller's transaction account officially registered with AJPES and stated on the invoice. Each Party shall bear its own bank charges or other fees related to such payment. If the due date falls on a non-working day (Saturday, Sunday, public holiday in Slovenia, or a day on which the European payment and settlement system in EUR is not operating), the due date shall be postponed to the next working day.

In case of late payment, the Seller may charge the Buyer statutory default interest in accordance with the Act on the Prescribed Default Interest Rate, which on the date of preparation of this Contract amounts to 10.15%. The interest must be paid within thirty (30) days from the date of issue of the interest invoice.

**Non-Delivery or Non-Takover of Electricity**

4. Article

f the Seller fails to deliver all or part of the contractual quantity of electricity in accordance with the agreed monthly delivery schedule defined in the Addendum, and such failure is not justified by force majeure or by the Buyer's non-performance, the Seller shall pay compensation to the Buyer. The amount of such compensation shall be calculated as the product of:

- the undelivered electricity quantity, and
- the positive difference, if any, between the price at which the Buyer, acting as a diligent operator in accordance with electricity trading rules, purchases (or could have purchased) the undelivered electricity, and the contractual price.

The calculated amount of compensation for non-delivery shall be increased by all additional transmission costs and other justified and proven costs and expenses incurred by the Buyer due to the Seller's non-performance.

The Parties agree that if the Seller fails to deliver all or part of the contractual electricity quantity in accordance with the agreed monthly delivery schedule defined in the Addendum, and such failure is not justified by force majeure, the Seller may supply electricity from other sources. If the price of such supplied electricity is lower than or equal to the contractual price, the Seller shall be deemed to have fulfilled its contractual obligation.

5. Article

If the Buyer fails to take over all or part of the contractual quantity in accordance with the monthly delivery schedule defined in the Addendum, and such failure is not justified by force majeure, the Buyer shall pay compensation to the Seller. The amount shall be calculated as the product of:

- the non-taken electricity quantity, and
- the positive difference, if any, between the contractual price and the price at which the Seller, acting as a diligent operator, sells (or could have sold) the non-taken electricity on the market.

The calculated amount of compensation for non-performance of takeover shall be increased by all additional transmission costs and other justified and proven costs and expenses incurred by the Seller as a result of the Buyer's non-performance.

If the Buyer does not take over all or part of the contractual electricity quantity in accordance with the agreed monthly delivery schedule defined in the Addendum, and such failure is not justified by force majeure, the Seller may sell the electricity on the market. In such a case, the Buyer shall be deemed to have taken over the electricity so sold. Consequently, the Buyer shall not be liable for payment under the above provisions of this Article, unless the Seller sells the electricity at a price lower than the price agreed in this Contract. If the electricity is sold at a lower price than that agreed in the Addendum, the Buyer shall pay compensation as defined in the first paragraph of this Article.

The Parties shall issue an invoice for any undelivered or non-taken electricity for the previous month by the fifth (5th) day of the month. Such invoices must be settled within twenty (20) days from the date of issue. Each Party shall bear its own bank charges or other fees related to such payment. If the due date falls on a non-working day (Saturday, Sunday, public holiday in Slovenia, or a day on which the European payment and settlement system in EUR does not operate), the due date shall be postponed to the next working day.

**Performance Bond**

6. Article

The Buyer shall, no later than twenty (20) days from the date of conclusion of the Addendum, provide the Seller with an irrevocable, unconditional, and on first demand payable bank guarantee for timely payment in the amount of 10% of the value of the Addendum excluding VAT.

The provision of such financial security for timely payment is a condition for the validity of the individual Addendum.

The minimum validity period of the bank guarantee shall be at least 60 days after the end of the period for which the Buyer was selected.

The Seller shall have the right to draw on the financial security for timely payment up to its full value if the Buyer fails to fulfil its contractual obligations in the agreed quantity or within the agreed deadlines. A drawn guarantee must be immediately replaced by the Buyer with a new one. If the Buyer fails to do so, the Seller shall have the right to unilaterally terminate the Contract without any penalty.

**Suspension of Supply**

7. Article

If the Buyer delays payment under this Contract, the Seller shall be entitled, but not earlier than seven (7) calendar days after having given prior written notice to the Buyer, to suspend further delivery of electricity. The Seller shall only be obliged to resume delivery of electricity once the Buyer has fully settled its outstanding debt arising from electricity supply (including default interest and costs).

For the period of suspended deliveries caused by payment delays, the provisions of Article 5 of this Contract shall apply.

**Mutual Termination**

8. Article

The Parties may at any time agree on an early termination of this Contract by concluding a written annex to this Contract (termination by agreement).

9. Article

Notwithstanding the provisions of the previous Article, each Party shall have the right to unilaterally terminate this Contract by written notice sent by registered mail to the other Party in the event of the occurrence of the serious grounds listed below, which justify such termination (termination for cause). The Party terminating the Contract must state in the written notice the serious ground on which the termination is based and the date of termination or expiry of the Contract, which may not be earlier than the receipt of the termination notice.

A serious ground for termination within the meaning of the preceding paragraph shall be deemed to exist in the following cases:

- failure to fulfil a payment obligation arising under this Contract, also after the expiry of seven (7) calendar days from receipt of a written reminder to fulfil such obligation;
- failure to provide the appropriate Performance Bond in accordance with Article 6 of this Contract or to supplement it, also after the expiry of five (5) working days from receipt of the Seller's written request;
- repeated cases of non-delivery or non-takeover of electricity
-

**Dispute Resolution**

10. Article

The Parties shall attempt to resolve all disputes arising under this Contract by mutual agreement. The Parties shall keep each other informed in writing of any problems arising.

If the Parties are unable to resolve a dispute by mutual agreement, all disagreements relating to this Contract shall be settled by the competent court in Ljubljana.

Any dispute relating to this Contract shall not relieve the Parties of their obligation to perform their contractual duties.

For the regulation of mutual legal relations arising from this legal transaction and not defined in this Contract, the provisions of the Energy Act, the Obligations Code, and other applicable legislation shall apply.

**Force Majeure**

11. Article

Force majeure under this Contract shall mean any event which cannot be foreseen, prevented, remedied, or avoided, and which results in the impossibility of performing contractual obligations for a Party to this Contract.

The occurrence of force majeure shall relieve the Parties from the performance of their obligations under this Contract for the duration of the force majeure, as well as from the obligation to pay contractual penalties or damages due to non-performance of contractual obligations during such period.

A Party invoking force majeure must promptly and reliably notify the other Party of the occurrence and cessation of the force majeure event. Failing this, it shall be liable for all damages incurred as a result.

**Taxes**

12. Article

The Parties agree that the contractual price includes all costs of electricity delivery up to the delivery point which, under applicable law, are borne by the Buyer, but does not include value added tax (VAT). VAT shall be charged in accordance with the legislation in force in the Republic of Slovenia.

**Confidentiality and Anti-Corruption Clause**

13. Article

If any person, on behalf of or for the account of one Party, offers, promises, or provides any undue benefit to the Seller's representative or intermediary for the purpose of:

- obtaining a contract, or
- concluding a contract under more favourable conditions, or
- waiving due supervision of contractual performance, or
- any other act or omission causing damage to the Buyer or enabling the Seller's representative, the other Party, or its representative, agent, or intermediary to obtain an undue benefit

the Contract shall be null and void.

If such an act or attempt occurs, a Contract already concluded and valid shall be deemed null and void; if the Contract is not yet valid, it shall be deemed not to have been concluded.

**REMIT Regulation**

14. Article

The Parties undertake to act in accordance with the provisions of the REMIT Regulation concerning the registration and reporting of market participants.

The Buyer shall provide the Seller with the UTI code for REMIT reporting.

**Notifications**

15. Article

The Parties undertake to immediately notify each other of any changes that could affect the implementation of this Contract.

**Contact persons for operational implementation on the Seller's side:**
Name and Surname:
Title:
Phone:
Email:

Name and Surname:
Title:
Phone:
Email:

**Contact persons for operational implementation on the Buyer's side:**
Name and Surname:
Title:
Phone:
Email:

Name and Surname:
Title:
Phone:
Email:

**Miscellaneous**

16. Article

This Contract shall enter into force on the date it is signed by both Parties. The Contract shall remain valid until revoked.

The Buyer may withdraw from the contractual relationship only if all obligations under this Contract have been fulfilled. The termination of this Contract shall not exclude the fulfilment of financial obligations already incurred under this Contract.

Any amendments or supplements to this Contract shall be made in writing with the consent and signature of both Parties.

This Contract is executed in two (2) originals, each of which shall be deemed an original. Each Party shall receive one signed copy.

**............................, date .........................**

**On behalf of Buyer**

**Ljubljana, date ...........................**

**JAVNO PODJETJE**
**ENERGETIKA LJUBLJANA d.o.o**

**On behalf of Seller**

CEO
Samo Lozej

## Annex 5: Addendum to the Contract for the Sale of Electricity from the Production of Energetika Ljubljana

# Addendum nbr. ______ to the Contract for the Sale of Electricity from the Production of Energetika Ljubljana nbr. _______

### 1. Article

On (DD.MM.YYYY)) ______________________ the Seller and the Buyer concluded a binding transaction at the auction for the sale of electricity from the production of Energetika Ljubljana..

### 2. Article
### Quantity, Price, and period of delivered electricity

The sale of electricity shall have the following characteristics:

| Accepted Bid | Product Type | Delivery Period From | Delivery Period To | No. of Product Hours | Quantity (MW) | Price (EUR /MWh) |
|---|---|---|---|---|---|---|
| | | | | | | |
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The price does not include VAT. VAT shall be charged in accordance with the legislation in force in the Republic of Slovenia.

**............................, date .....................**

**Ljubljana, date .......................**

**JAVNO PODJETJE**
**ENERGETIKA LJUBLJANA d.o.o**

**On behalf of Buyer**

**on behalf of Seller**

CEO
Samo Lozej