

BORZEN, operater trga z elektriko, d. o. o.,
Dunajska cesta 156, 1000 Ljubljana, Slovenija,
matična št. 1613383000, davčna št. SI27799468,
ki jo zastopa direktor (v
nadaljnjem besedilu: Borzen),

in

(v nadaljnjem besedilu: tržni udeleženelec)

dogovorita in skleneta naslednjo

POGODBO o »Posredovanju podatkov o energetskih veleprodajnih poslih« skladno z Uredbo o celovitosti in preglednosti veleprodajnega energetskega trga – REMIT – posredovanje podatkov brez RRM storitve

Uvodne določbe

1. člen

Pogodbeni stranki uvodoma kot nesporno ugotavljata, da:

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

BORZEN, operater trga z elektriko, d. o. o.,
Dunajska cesta 156, 1000 Ljubljana, Slovenia,
registration number: 1613383000, ID for VAT:
SI27799468, represented by General Manager,
(hereinafter: Borzen),

and

(hereinafter: Market Participant)

hereby agree to conclude the following

CONTRACT on "Submitting data on wholesale energy transactions" in compliance with the Regulation on Wholesale Energy Market Integrity and Transparency – REMIT – the submission of data exclusive of the RRM service

Introductory provisions

Article 1

The Contracting Parties indisputably establish that:

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

Dunajska cesta 156, 1000 Ljubljana (v nadaljevanju BSP) dolžan skladno z REMIT ter IU na zahtevo tržnega udeleženca, slednjemu ponuditi sklenitev Pogodbe o poročanju podatkov o energetskih veleprodajnih poslih;

- je tržni udeleženec pooblastil BSP, da v imenu in za račun tržnega udeleženca posreduje podatke o energetskih veleprodajnih poslih, sklenjenih na BSP Borzen-u, slednji pa jih je dolžan skladno s predmetno pogodbo posredovati _____ (v nadaljevanju: izbrani RRM);
- je namen sklenitve te pogodbe urediti medsebojne pravice in obveznosti pogodbenih strank v zvezi z izvedbo storitve »Posredovanje podatkov o energetskih veleprodajnih poslih«.

Pomen izrazov

2. člen

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

Predmet pogodbe

3. člen

Pogodbeni stranki sta soglasni, da Borzen za tržnega udeleženca oziroma zanj po pooblastilu BSP, posreduje izbranemu RRM, podatke o energetskih veleprodajnih poslih, sklenjenih na BSP, specificiranim v pooblastilu BSP, ki je priloga in sestavni del te pogodbe.

Podatki iz prejšnjega odstavka tega člena bodo izbranemu RRM posredovani v roku in na način skladno z dogovorom, ki bo sklenjen med pogodbenima strankama in izbranim RRM.

Obveznosti tržnega udeleženca

4. člen

Tržni udeleženec se zavezuje:

- Borzen pravočasno obvestiti o morebitnih odstopanjih od s to pogodbo predvidenega obsega poročanja;
- določiti svojega odgovornega predstavnika,

Dunajska cesta 156, 1000 Ljubljana (hereinafter: BSP) is on the request of Market Participant, obliged to offer data reporting agreement to Market Participant, as per REMIT and IA;

- the Market Participant authorised BSP to submit data on wholesale energy transactions concluded at BSP to Borzen, whereas the latter is obliged to forward this data to _____ (hereinafter: selected RRM), according to this Contract;
- the purpose of concluding this Contract is to arrange mutual rights and obligations of the Contracting Parties relating to the implementation of the service, "Submitting data on wholesale energy transactions".

Definitions of terms

Article 2

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

Subject of the Contract

Article 3

The Contracting Parties agree that Borzen for the Market Participant or on the basis of an authorisation, for BSP on its behalf, forwards data on wholesale energy transactions concluded at BSP to the selected RRM on the basis of the BSP authorisation which is an annex to, and integral part of, this Contract.

The data under the preceding paragraph of this Article shall be submitted to the selected RRM within the deadline and in a manner compliant with the Agreement concluded between the Contracting Parties and the selected RRM.

Obligations of the Market Participant

Article 4

The Market Participant undertakes to:

- promptly inform Borzen about possible deviations from the anticipated scope of reporting determined in this Contract;
- determine its responsible representative

- ki bo pristojen za vsa vprašanja v zvezi s to pogodbo oziroma njenim predmetom;
- izvršiti plačila v dogovorjenem roku;
 - varovati pridobljene podatke in informacije o vsebini te pogodbe kot poslovno skrivnost.

- who will be responsible for all questions relating to this Contract or its subject;
- implement all payments within agreed deadline;
 - protect the data and information obtained on the content of this Contract as business secrecy.

Obveznosti Borzen-a

5. člen

Borzen se zavezuje:

- izbranemu RRM posredovati vse podatke oziroma informacije, ki so določene v 3. členu te pogodbe, skladno z dogovorom, ki bo sklenjen med pogodbenima strankama in izbranim RRM;
- prevzeto obveznost posredovanja podatkov izbranemu RRM izvršiti kvalitetno, strokovno, vestno in pravilno;
- določiti svojega odgovornega predstavnika, ki bo pristojen za vsa vprašanja v zvezi s to pogodbo oziroma njenim predmetom;
- varovati pridobljene podatke in informacije o vsebini te pogodbe kot poslovno skrivnost.

Obligations of Borzen

Article 5

Borzen undertakes to:

- submit all data or information determined in Article 3 of this Contract to the selected RRM in accordance with the agreement concluded between the Contracting Parties and the selected RRM;
- implement the assumed obligation of submitting data to the selected RRM with high quality, professionally, conscientiously and correctly;
- determine its responsible representative who will be responsible for all questions relating to this Contract or its subject;
- protect the data and information obtained on the content of this Contract as business secrecy.

Pogodbena vrednost

6. člen

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

O vsaki spremembi cenika mora Borzen tržnega udeleženca obvestiti vsaj 1 mesec pred uveljavitvijo spremembe. Tržni udeleženec sme odpovedati pogodbo, če se s spremembo ne strinja.

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

7. člen

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

V primeru zamude pri plačilu lahko Borzen

Contract value

Article 6

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

Borzen shall inform the Market Participant about any change to the price list at least one month before the implementation of the change. The Market Participant may terminate the Contract if it fails to agree with the change.

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

Article 7

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

In case of late payment, Borzen is entitled to

zaračuna zakonske zamudne obresti.

Jamstva in omejitev odgovornosti

8. člen

V tolikšni meri, kot to dovoljujejo veljavni zakoni, REMIT ter IU, Borzen ali katerikoli od njenih povezanih družb ali katerikoli od njenih ustreznih vodilnih delavcev, zaposlenih, direktorjev, družbenikov ne bodo v nobenem primeru odškodninsko odgovorni tržnemu udeležencu ali komurkoli drugemu po katerikoli teoriji odškodninske odgovornosti (bodisi na podlagi pogodbe, kazenske odgovornosti, zakonskih določil ali kako drugače) za kakršnokoli neposredno, spremljajočo manjšo, posebno, posledično ali zgledno škodo, med drugim (vendar ne izključno) za odškodnino zaradi izgube prihodka, dobička, dobrega imena, uporabe podatkov ali drugih neopredmetenih izgub (tudi če so bile te stranke obveščene o možnosti nastanka takšnih izgub oziroma so vedele zanjo ali bi bile morale vedeti), ki izvirajo iz te pogodbe, razen za primer zamude posredovanja podatkov in informacij kot je določeno v drugem odstavku 9. člena te pogodbe ter za primer posredovanja podatkov in informacij tretji osebi, kot je določeno v 13. členu te pogodbe.

Zamuda posredovanja podatkov s strani Borzen

9. člen

V kolikor Borzen izbranemu RRM ne posreduje podatkov iz 3. člena te pogodbe v roku in na način določen v dogovoru, ki bo sklenjen med pogodbenima strankama in izbranim RRM, pri čemer je razlog za zamudo na strani BSP-ja, Borzen ni odgovoren za morebitno škodo ali izgube, ki nastanejo zaradi izvajanja kakršnih koli dejanj ali opustitev, ki so določena v tej pogodbi.

V kolikor Borzen izbranemu RRM ne posreduje podatkov iz 3. člena te pogodbe v roku in na način določen v dogovoru, ki bo sklenjen med pogodbenima strankama in izbranim RRM, pri čemer je razlog za zamudo na strani Borzen-a, Borzen odgovarja tržnemu udeležencu za morebitno škodo ali izgube, ki nastanejo zaradi izvajanja kakršnih koli dejanj ali opustitev, ki so določena v tej pogodbi, pod pogojem da je deloval namerno oziroma s hudo malomarnostjo.

Višja sila

charge default interest in accordance with the applicable legislation.

Guarantees and limitation of liability

Article 8

In the extent permitted by applicable laws, the REMIT and the IA, Borzen or any other of its related companies or any of its responsible high-level executives, staff, directors or company members shall not in any case be liable to the Market Participant or anyone else according to any theory of damage liability (either on the basis of the Contract, criminal responsibility, legal provisions or in any other way) for any direct, accompanying minor, special, consequent injury or exemplary damages inter alia (but not exclusively) for damage due to the loss of income, profit, goodwill, use of data or any other intangible losses (even if these parties were informed about the possibility of the occurrence of such losses or they were or should have been aware of them) deriving from this Contract, except in the case of delay in the submission of data and information as determined in the second paragraph of Article 9 and in case of forwarding data and information to third parties as determined in Article 13 of this Contract.

Delay in the submission of data by Borzen

Article 9

If Borzen fails to submit data to the selected RRM under Article 3 of this Contract within the deadline and in a manner determined in the Agreement between the Contracting Parties and the selected RRM, whereby the reason for the delay is caused by BSP, Borzen shall not be responsible for possible damage or losses resulting from the implementation of such acts or omission thereof as determined in this Contract.

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

Force majeure

10. člen

Nobena pogodbeni stranka ni odgovorna za neizvedbo katere koli obveznosti iz te pogodbe, če je vzrok za to višja sila (med drugim naravne katastrofe, vojna, državljanski nemiri, dejanja državnih organov, stavke in drugi vzroki zunaj razumnega nadzora pogodbene stranke). Pogodbeni stranka, prizadeta zaradi višje sile, o tem v komercialno razumnem času obvesti drugo pogodbeno stranko in si po najboljših močeh prizadeva obnoviti izvajanje svojih obveznosti. Obveznosti, ki niso izvedene zaradi višje sile, se izvedejo, takoj ko je razumno mogoče, po končanju dogodka višje sile.

V primeru višje sile, se lahko Borzen in tržni udeleženec sporazumeta za podaljšanje načrtovanega roka, za dobo trajanja višje sile. Če zaradi daljših rokov trajanja višje sile ne bi bilo mogoče izpolniti pogodbenih obveznosti, lahko pogodbeni stranki pogodbo sporazumno prekineta.

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

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

Dolžnost obveščanja**11. člen**

Tržni udeleženec je dolžan nemudoma v pisni obliki sporočiti vsako spremembo, ki bi lahko vplivala na veljavnost te pogodbe. Vse finančne in ostale posledice, nastale zaradi nepravočasnega sporočanja sprememb, bremenijo tržnega udeleženca.

Odgovorna predstavnika strank**Article 10**

Neither Contracting Party shall be responsible for non-implementation of any obligation under this Contract if the reason thereof is force majeure (inter alia natural disasters, war, civil disturbances, and interventions by state authorities, strikes or other reasons beyond reasonable control of the Contracting Parties). The Contracting Party affected by force majeure shall inform the other Contracting Party thereof within commercially reasonable time and shall strive to resume the implementation of its obligations to the best of its abilities. Obligations not implemented due to force majeure shall be implemented as soon as reasonably possible after the completion of the event of force majeure.

In case of force majeure, Borzen and the Market Participant may agree on the extension of the scheduled deadline for the duration of force majeure. If it is not possible to fulfil contractual obligations due to the extended deadlines of the duration of force majeure, the Contracting Parties may terminate the Contract by common consent.

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

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

Obligation to provide information**Article 11**

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

Responsible representatives of the Contracting

12. člen

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

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

- na strani RRM:
_____,
tel: _____,
e-mail: _____.

Posredovanje podatkov in informacij**13. člen**

Borzen se s to pogodbo zavezuje, da bo podatke in informacije, neposredno ali posredno pridobljene v procesu posredovanja podatkov o energetskih veleprodajnih poslih, uporabljal le za namene, vezane na poročanje in jih ne bo posredoval tretjim osebam, razen v primeru izrecnega soglasja s strani tržnega udeleženca oz. v primeru upravičene zahteve pristojnega organa, skladno z veljavno zakonodajo.

Veljavnost in odpoved pogodbe**14. člen**

Ta pogodba je sklenjena za nedoločen čas.

Vsaka stranka lahko pogodbo kadarkoli brez navajanja razlogov odpove s pisno odpovedjo, ki mora biti vročena nasprotni stranki s priporočeno pošiljko. Pogodba na podlagi tako podane odpovedi preneha veljati po preteku odpovednega roka 3 mesecev, ki prične teči naslednji dan po prejemu odpovedi.

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

Pogodba preneha veljati brez odpovednega roka

Parties**Article 12**

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

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

- on behalf of the RRM:
_____,
phone: _____,
e-mail: _____.

Submission of data and information**Article 13**

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

Validity and termination of the Contract**Article 14**

This Contract is concluded for an unlimited period.

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

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

The Contract ceases to apply without a notice

tudi po pisnem sporazumu strank.

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

Varovanje in zaščita podatkov

15. člen

Pogodbeni stranki bosta vse medsebojne dogovore, podatke in dokumentacijo, ki je predmet te pogodbe in bodo označeni za zaupne, varovale kot poslovno oziroma uradno skrivnost in jih ne bosta neupravičeno uporabljali v svojo korist oziroma komercialno izkoriščali ali posredovali tretjim osebam izven organizacij, ki niso vključene v realizacijo nalog predmeta pogodbe.

Skladno z zakonom o varstvu osebnih podatkov pogodbeni stranki soglašata, da morebitnih osebnih podatkov ne bosta uporabljali v nasprotju z določili tega zakona.

Pogodbeni stranki bosta tudi zagotavljali pogoje in ukrepe za zagotovitev varstva osebnih podatkov in preprečevali morebitne zlorabe, v smislu določil navedenega zakona.

Protikorupcijska klavzula

16. člen

Pogodbeni stranki se zavežeta, da ne bosta dali, obljubili ali prejeli kakršnegakoli darila ali plačila v denarju ali kakem drugem dragocenem predmetu, posredno ali neposredno ena drugi, po kateremkoli, uslužbencu ali drugemu zaposlenemu pri tržnemu udeležencu ali drugem podjetju (službi, oddelku, agenciji) oziroma katerikoli osebi z namenom podkupovanja, da bi tako napeljali kakega uslužbenca ali drugega zaposlenega, ali stranko k zlorabi svojega položaja, tako da bi s tem pridobil, obdržal ali usmeril posle h komisionarju ali kateremukoli njegovemu izpolnitvenemu pomočniku, zastopniku, distributerju, podjetju – hčerki, ali drugemu povezovalnemu podjetju.

V primeru storitve ali poskusa storitve dejanja iz prejšnjega odstavka je že sklenjena ali veljavna

period also after the written consent by both Parties.

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

Safeguarding and protection of data

Article 15

The Contracting Parties agree to protect as business or official secret all mutual agreements, data and documentation which are the subject of this Contract and are marked as confidential, and shall not use them unjustifiably for their benefit or commercially exploit them or forward them to third parties in organisations not included in the realisation of tasks of the subject of the Contract.

As per the Personal Data Protection Act, the Contracting Parties agree not to use possible personal data contrary to the provisions of this Act.

The Contracting Parties shall also provide conditions and measures for personal data protection and prevent possible abuse as stated in the provisions of the aforementioned Act.

Anti-corruption clause

Article 16

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

In case of committing or the attempt of committing

pogodba nična, če pa pogodba še ni veljavna, se šteje, da pogodba ni bila sklenjena.

Spremembe in dopolnitve pogodbe

17. člen

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

18. člen

V kolikor se med trajanjem pogodbe ugotovi, da je katero od pogodbenih določil neveljavno ali da je postalo neveljavno, navedeno ne vpliva na veljavnost ostalih pogodbenih določil. V takšnem primeru se neveljavno pogodbeno določilo nadomesti z veljavnim, ki mora čim bolj ustrezati namenu, ki se je želel doseči z neveljavnim določilom.

Reševanje sporov

19. člen

Vse morebitne spore v zvezi s to pogodbo bosta stranki poskušali reševati po mirni poti, če pa to ne bo mogoče, sta stranki sporazumni, da je za reševanje vseh morebitnih sporov iz te pogodbe pristojno sodišče v Ljubljani.

Za to pogodbo se določa uporaba prava Republike Slovenije.

Končne določbe

20. člen

Pogodba začne veljati, ko jo podpišeta obe pogodbeni stranki.

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

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

Priloga:

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

Amendments to the Contract

Article 17

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

Article 18

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

Settlement of disputes

Article 19

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

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

Final provisions

Article 20

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

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

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

- Pooblastilo BSP;
- Urnik;
- Cenik.

Annexes:

- BSP authorisation;
- Schedule;
- Price list.

Ljubljana, [Datum dokumenta]

BORZEN, d.o.o.

_____ (Kraj) [Datum dokumenta]
(Place and date)

Naziv družbe in odgovorne osebe
Podpis odgovorne osebe
*(Company and its representative,
Signature)*





