

HEP ENERGIJA d.o.o., Dunajska cesta 151, 1000 Ljubljana, ID number: 2348489000, entered in the business and court register on November 19, 2007, share capital of the company: EUR 7,600.00, VAT No.: SI95872175

GENERAL TERMS AND CONDITIONS OF ELECTRICITY SUPPLY TO BUSINESS CONSUMERS

I. GENERAL PROVISIONS

1.1. Preamble

General terms and conditions for the electricity supply to business consumers (hereinafter: GT & C) govern the contractual relations between the company HEP ENERGIJA d.o.o., Dunajska cesta 151, 1000 Ljubljana, ID number: 2348489000 (hereinafter: HEP ENERGIJA d.o.o. and/or supplier and/or electricity supplier) and a business consumer (hereinafter: BC).

Upon conclusion of the Electricity supply contract to business consumer (hereinafter referred to as the "contract"), the GT & C become its integral part, and the BC confirms that they are familiar with its content and fully accept it. In the event of discrepancies between the provisions of the contract and these GT & C, the terms of the contract shall prevail. The GT & C are published on the supplier's website at <http://www.hep-energija.si> and available at the supplier's information office(s).

1.2. Definitions

The terms used in these GT & C have the following meaning:

- **Agency:** The Energy Agency, established as the national regulatory authority of the Republic of Slovenia in the field of the energy market.
- **Network usage fee:** is the price paid by the consumer for access to the network. It consists of a network charge and surcharges to the network charge, as determined by the legislation in force.
- **Clean energy:** is low-carbon energy.
- **Electricity supplier (hereinafter: supplier):** HEP ENERGIJA d.o.o., Dunajska cesta 151, 1000 Ljubljana, ID number: 2348489000 (HEP ENERGIJA d.o.o.), i.e. a legal entity that performs the operations of electricity supply and procures electricity to the consumer.
- **E-mail address of the supplier:** info@hep-energija.si.
- **Out-of-court dispute resolution:** an out-of-court procedure for resolving disputes before an independent out-of-court dispute resolution provider, in accordance with the Mediation in Civil and Commercial Matters Act.
- **Metering point owner:** is the holder of the consent for connection to the electrical power network.
- **Metering point:** is the location where electrical energy is measured and is usually at the intake and delivery point. There can be multiple metering points at the intake and delivery point.
- **Metering data:** data determined by the transmission system operator or distribution system operator through metering devices at metering points in accordance with the applicable regulations in the field of energy.
- **Operator:** means a legal or natural person who carries out the activity of an electricity distribution system operator and is responsible for the operation, maintenance, and development of the electricity distribution network in a specific area, for interconnections with other systems, where applicable, and for ensuring the long-term capacity of the system to meet the reasonable needs for the distribution of electricity.
- **Payer:** is the owner of the metering point or, by the owner's authorization, the person who undertakes the obligation to pay the financial obligations to the supplier and is also the recipient for the delivery of invoices and other communications from the supplier.
- **Electricity supply contract:** is a contract between the supplier and the consumer, the subject of which is the supply of electrical energy to a specific intake and delivery point.
- **Business consumer:** (hereinafter referred to as: BC) is a consumer of electrical energy who uses it for conducting commercial or professional activities. BC is typically the owner of the metering point, holder of the connection consent, signatory of the contract, and

payer. In other cases, the condition for the validity of the contract is the submission of the signed consent of the metering point owner in accordance with the operator's conditions. BC, who is not the holder of the connection consent, expressly allows the supplier to also inform the holder of the connection consent in case of unpaid obligations. The holder of the connection consent is obliged to provide all information about the payer at his disposal.

- **Business-sensitive data:** is data that indicates characteristics of the economic activities of a legal or natural person, such as information about prices, concluded contracts and their content, scope of business, business results, etc.
 - **The supplier's website:** <http://www.hep-energija.si>.
 - **Adequate notification:** is a notification on the supplier's website, on the last page of the electricity supply invoice, a notification via email, through the "My Account" application, or by other appropriate means.
 - **Force Majeure:** Unforeseeable, uncontrollable, unexpected, and unpredictable events that render the fulfillment of contractual obligations significantly hindered or impossible for both the supplier and the consumer are considered force majeure. During the existence of force majeure, both the supplier and the consumer are exempted from fulfilling the obligations stated in these general terms and conditions and the contract, or in case of partial impossibility, they are proportionally exempted from fulfilling the agreed-upon obligations, as well as any liability for damages arising from it. The party referring to force majeure is obligated to immediately inform the other party by phone or email about the occurrence or cessation of force majeure. Otherwise, they are liable for all resulting damages. In case of force majeure occurring in the consumer's electricity distribution network, the operator shall inform the consumer.
 - **Green energy:** is energy obtained from renewable sources.
- Other terms used in the Special Provisions have the same meaning as defined in the currently applicable Electricity Supply Act (hereinafter referred to as: ESA), Energy Act (hereinafter referred to as: EA-1), and other legislation in force valid in the territory of the Republic of Slovenia.

II. OFFER

The supplier's electricity offer can be requested at info@hep-energija.si.

III. CONCLUSION, DURATION AND TERMINATION OF THE CONTRACT

1.1. Conditions for contract Conclusion

Conditions for contract conclusion are:

- Legal and business capacity of the supplier and the consumer;
- Valid consent for connection and a valid connection contract for the metering point;
- Absence of mutual disputes that could affect the ability to fulfil obligations and rights from the concluded contract;
- Absence of insolvency proceedings against the consumer, i.e. no procedure of compulsory settlement, bankruptcy, or liquidation has been initiated or commenced against the consumer according to the valid insolvency legislation, and that there are no reasons that constitute or could constitute an obstacle on the part of the consumer to fulfil obligations or rights under the contract;
- Absence of any unpaid matured obligations of the consumer to the supplier regarding the supply of electrical energy and other charges that the consumer pays to the supplier or from other mutual contractual relationships;
- The accuracy and completeness of the provided data, guaranteed by the parties' signatures on the contract. Upon conclusion or during the term of the contract, the supplier may request appropriate security from the consumer for the repayment of obligations.

1.2. Form and content of the contract

The contract shall be concluded in writing, to an indefinite period of time, unless otherwise agreed within the contract. In case of concluding the contract by e-mail or by accepting an offer, the contract shall be considered concluded when the parties reach a mutual consent on the essential terms of the contract. The essential terms of the contract are: the name / business name of the contracting parties, address, identification number (tax identification number or registration number), information about the metering point through which the supply of electrical energy will be conducted, quantity, price and payment terms, contact information of the supplier, and the duration of the contract.

The consumer is required to submit documents containing the mentioned information. The consumer may choose, either in the contract or subsequently through a written request, to purchase electricity generated from

environmentally-friendly sources (i.e., green energy).

1.3. Supplier's and consumer's obligations

By entering into the contract, the supplier undertakes to supply electrical energy to the consumer, and the consumer undertakes to take delivery of electrical energy in the manner and under the conditions determined by the applicable legislation, the GT & C and the contract, except in cases of force majeure and events or measures beyond the control of the supplier, and in other cases specified in the ESA, EA-1 and executive regulations. The supplier shall not be liable for the obligations of the operator.

In the event of disruptions in the supply of electrical energy that is beyond the control of the supplier, the supplier is not liable for damages, nor is it liable if it cannot fulfil its obligations for reasons that are on the operator's side. Before concluding the contract, the consumer or, by authorization, the supplier must terminate all contracts for the supply of electricity with other suppliers in a timely manner.

The consumer, in accordance with the System operating instructions for the electricity distribution system (SOIEDS), commits, prior to the conclusion of the contract, to participate in requests for entering meter readings for all metering points being transferred to the supplier under the contract. Additionally, at the supplier's initiative, the consumer agrees to obtain or provide meter readings for those metering points which, in accordance with the new operating instructions, they are required to report to the suppliers (e.g., metering points for which remote reading is not regulated).

If the meter is inaccessible, the consumer must notify the supplier immediately and certainly before the conclusion of the contract.

If the consumer does not provide the meter reading for a specific metering point to the supplier no later than the day of the contract's conclusion (the inaccessibility of the meter must be communicated before the conclusion of the contract), a change of supplier on the day of the conclusion of the contract, for such measurement points, will not be possible. Any discrepancies between the agreed and transferred metering points, which would occur due to the consumer's non-co-operation and the resulting damages in this regard, shall be borne by the consumer.

1.4. Other services provided by the supplier.

The supplier can also provide the consumer with other services or products, the content, conditions and prices of which are published on the supplier's website and available at the information office(s), such as: billing at the consumer's request, copy of the invoice...;

1.5. Authorizations

Upon the conclusion of the contract, the consumer authorizes the supplier to, on their behalf and for their account, asserts access to the network with the operator, handle all matters related to network access, and obtain all necessary data from the operator for the provision of the service.

The consumer can also authorize the supplier for other tasks related to the implementation of the Contract, which are provided by the supplier and published on the supplier's website.

IV. BILLING, INVOICE AND PAYMENT

1.1. Billing components

The billing power is calculated monthly in accordance with the applicable regulations, which determine the method of calculating the billing power.

The network charge is determined on executive regulations and is published on the agency's website.

Contributions and their amount are determined by the agency and the Government of the Republic of Slovenia (hereinafter: the Government of the Republic of Slovenia). Electricity prices are determined by the supplier and are defined in the contract i.e., Price List, as a rule, separately for the higher daily tariff rate (HDT), lower daily tariff rate (LDT) and uniform daily tariff rate (UDT). The duration of each daily tariff item is defined by applicable regulations. The prices of other services or products are determined by the supplier, and are defined in the contract or Service Price List.

Excise duties are determined by the Excise Duty Act or executive laws, with their specific amounts set by the Government of the Republic of Slovenia.

Average Daily Consumption (ADC) is the average daily electricity consumption of the consumer's metering point in kWh, which is calculated based on the consumer's consumption in the previous billing period and the number of days in the same billing period.

1.2. Billing

The supplied electrical energy is calculated by multiplying the delivered kWh during each specific daily tariff category by the corresponding price for energy in that particular daily tariff category.

The supplier issues an invoice to the consumer for the

supplied electrical energy based on the metering data recorded on the metering devices of the respective metering point.

The billing data is provided by the operator, who is responsible for their accuracy and correctness.

The supplier issues an invoice to the consumer for all metering points and calculates the consumption for each metering point within 5 (five) days from the day of receiving or acquiring all the necessary data for the calculation. The invoice includes the calculation of the consumed electricity with valid charges/credits and with contributions to promote the production of electricity from renewable sources, the supply fee and any other fees and charges that are in accordance with legislation in force.

Unless otherwise stipulated in the contract, the supplier promptly delivers the invoice and calculations to the consumer in electronic form to the e-mail address provided in the contract, immediately after issuance.

The consumer is obliged to inform the supplier if they do not receive the invoice by the 15th day of the current month. In such cases, the supplier is not responsible for any incorrect or delayed billing that is a result of incorrect or untimely data provided by the operator or the Consumer.

The method of calculation (monthly or annual) and the billing period are determined by the operator. For metering points with a monthly calculation the calculation method is based on regular meter readings and for annual the operator conducts meter readings at least once a year. Under the annual billing method, the consumer will pay monthly bills based on their Average Daily Consumption (ADC) from the previous billing period until the next annual reading. For a new consumer, the supplier determines the ADC based on the consumer's data. The amount of the invoice issued on the basis of billing is the difference between the amount for the actual supply of electricity and the amount already charged during the billing period.

The supplier also charges excise duty, all statutory duties and contributions, and VAT on the invoice.

Based on the contract concluded with the operator, the supplier may include on the invoice for the supply of electrical energy a charge for the use of the electric power system (network charge), which is charged to the consumer through the supplier. This allows the consumer to pay for electrical energy usage and the use of the electric power system through a joint account. If the consumer is late in paying for at least two bills, the supplier may, at their own discretion, issue a separate invoice solely for the billing settings determined by them and legally mandated contributions. The costs of this change shall be borne by the consumer.

Green and clean energy are calculated by multiplying all delivered or billed monthly quantities by the chosen percentage of green or clean energy and the price of the green or clean energy surcharge. The consumer selects the percentage of green or clean energy for each metering point in the contract or later. The calculation of green or clean energy is separately shown on each issued invoice from the supplier.

1.3. Payment term and method of settlement of obligations

The supplier will duly inform the consumer about any changes in the service prices.

The supplier may change the price of electrical energy produced from environmentally friendly sources, of which he will inform the consumer accordingly. Both the supplier and the consumer agree that a written notice of the price change is considered an annex to the contract and is legally binding. If the consumer does not agree with the change, they have the option to cancel the purchase of such energy in writing. The cancellation will be effective on the first day of the month following the month in which the supplier received the written cancellation.

1.4. Termination by the consumer

The consumer may terminate the contract in writing for reasons specified in these GT & C, as well as for the following reasons: changing the supplier, disconnecting from the distribution network at their own request, changes in the ownership of the metering point, and a change of the payer.

In this case, the consumer bears the consequences of early termination of the contract as specified in the contract and the relevant GT & C. In the event of termination of the contract, the consumer must settle all outstanding financial obligations to the supplier.

1.5. Termination by the supplier

The Supplier may terminate the contract if the consumer no longer fulfils the conditions and obligations specified in the contract and these GT & C. In the event of the supplier's termination of the contract due to non-payment, the supplier may revoke the termination of the contract after the consumer has settled all obligations and costs, up until the final meter reading is performed

at the metering point.

If there is a change in the metering point (owner or payer) or the termination of a specific metering point, the contract concluded for that metering point is terminated. A new contract or an annex to the existing contract shall be concluded for each metering point that the consumer will subsequently acquire.

1.6. Consequences of contract Termination

In case the consumer terminates the contract before its expiration due to any reason that constitutes a breach of contractual obligations by the consumer, the supplier is entitled to charge the consumer an early termination fee (ETF) for the remaining billing periods from the date of contract termination until the expiration of the contract term.

The supplier does not have the right to charge an early termination fee in case of contract termination due to a breach of contractual obligations by the supplier, or in cases of justified contract termination by the consumer due to changes in price and GT & C, in accordance with the relevant law and the supplier's GT & C.

ETF is calculated according to the formula: $ETF = CP \times ETC \times T \times OO$, where:

- ETF: Early Termination Fee
- CP: The average value of the last three billing periods for the supplied electric energy before the termination of the contract (excluding network charge, excise duties, and legally prescribed taxes and contributions). In the event that the contract has not been in effect for three billing periods from its inception to the termination, the average of two accounting periods or a single accounting period shall be considered in the compensation calculation.
- ETC: Early Termination Coefficient, which is 0.4;
- T: Tolerance Band Coefficient of 10% (ten percent), which is 0.9;
- OO: Number of remaining billing periods from the date of contract termination to the end date of the contract period.

The supplier informs the consumer in writing about the amount of compensation which the consumer is required to settle within 15 (fifteen) days from the receipt of the notification.

Due to the early termination of the contract, the consumer is also obligated to compensate the supplier for any potential damages that may arise and which are proven in accordance with the rules of the Code of Obligations.

VII. PERSONAL DATA PROTECTION

The supplier and the consumer are obliged to protect business-sensitive and personal data that they become acquainted with in connection with the contractual relationship. They commit to treating the data and information from the contract and its execution (business-sensitive data) in accordance with the Personal Data Protection Act, and as their business secret. In case of a breach of this provision, they are also liable for damages. This provision does not apply to data provided to the operator and other entities based on applicable regulations, nor to data used for debt collection purposes. By signing the contract, the consumer authorizes the supplier to collect, process, use, and disclose their personal data for the purpose of entering into and performing the contract, as well as within the scope of their own marketing activities. The accuracy and changes in the data stated in the contract may be verified by the supplier with the relevant authorities.

VIII. GREEN AND CLEAN ENERGY

The consumer, in the contract or afterwards, selects the percentage of green or clean energy purchases based on the supplier's offer for each metering point.

The consumer submits a request to the supplier for the provision of evidence regarding the origin of electrical energy by redeeming a Certificate of Origin in accordance with the Regulation on the Issuance of Guarantees of Origin for Electric Energy, the Legal Act on the method for determining and presenting the breakdown of electricity generation by energy source, or any other applicable regulations or acts in force at the time.

IX. FINAL PROVISIONS

1.1. Legal basis

The provisions of ESA, EA-1 and other regulations that affect the relationship between the contracting parties are used to regulate mutual rights and obligations that are not agreed with the GT & C, BC and the contract.

All amendments and additions to the mentioned regulations are applied as relevant.

1.2. Dispute Resolution

The supplier and the consumer will endeavour to amicably resolve any disagreements arising from the GT & C and/or the contract. In the event that an amicable resolution of the dispute is not possible, an out-of-court dispute resolution process in accordance with the law governing mediation in civil and commercial matters is envisaged. For judicial dispute resolution, the competent court is

located in Ljubljana.

1.3. Changes and Additions to General Terms and Conditions

GT & C are approved by the Management of the supplier. The GT & C are published on the supplier's website: www.hep-energija.si and are accessible at the supplier's information office(s). In case the provisions of the contract and GT & C differ, the provisions of the contract shall apply. The GT & C apply to the BC of the supplier and enter into force on the date of publication.

With the enforcement of these GT & C, the GT & C for the supply of electrical energy by HEP Energija d.o.o. dated 1.1.2021 cease to be valid. For existing consumers, the latter are applied accordingly until the completion of the notification process about their changes. In case of their non-compliance with the ESA, the provisions of the ESA are directly applicable.

Management,
HEP ENERGIJA d.o.o.
Ljubljana, October 1, 2023