

HEP ENERGIJA d.o.o., Dunajska cesta 151, 1000 Ljubljana, reg. ID No. 2348489000, entered in the Business Register and the Register of Companies as of 19 November 2007, share capital: EUR 7,600.00, VAT ID No.: SI95872175

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF ELECTRICITY TO BUSINESS CUSTOMERS

I. GENERAL PROVISIONS

1.1. Introductory Provisions

These General Terms and Conditions for the Supply of Electricity to Business Customers (hereinafter: GTC) govern the contractual relationship between HEP ENERGIJA d.o.o., Dunajska cesta 151, 1000 Ljubljana, registration ID number 2348489000 (hereinafter: HEP ENERGIJA d.o.o. and/or the Supplier and/or the Electricity Supplier) and the business customer (hereinafter: BC).

By concluding the Agreement on the Supply of Electricity to Business Customers (hereinafter: the Agreement), these GTCs become an integral part thereof. The BC hereby confirms that it is familiar with their content and accepts them in full.

In the event of any inconsistency between the provisions of the Agreement and these GTC, the provisions of the Agreement shall prevail. The GTC are published on the Supplier's website at <http://www.hep-energija.si> and are available at the Supplier's customer service office/-s.

1.2. Definitions

For the purposes of these GTCs, the terms below shall have the following meanings:

- **Electricity Supplier** (hereinafter: the Supplier): HEP ENERGIJA d.o.o., Tivolska cesta 48, 1000 Ljubljana, registration ID number 2348489000, being a legal entity performing the energy activity of electricity supply and supplying electricity to the customer;
- **Business Customer** (hereinafter: BC): A customer that uses electricity for the performance of economic or professional activities. The BC is, as a rule, the owner of the metering point, the holder of the grid connection approval, the signatory to the Agreement, and the payer. In other cases, the submission of a signed consent of the owner of the metering point, in accordance with the system operator's terms and conditions, shall be required for the Agreement to be valid. A BC that is not the holder of a grid connection approval hereby expressly authorises the Supplier to notify the grid connection approval holder in the event of unpaid liabilities. The grid connection approval holder shall be obliged to provide all available data on the payer;
- **Payer**: The owner of the metering point, or another person authorised by the owner, who assumes the obligation to pay financial liabilities to the Supplier and is therefore the addressee for the delivery of invoices and all other communications from the Supplier.
- **Metering Point Owner**: The holder of the grid connection approval for connection to the electricity grid;
- **Metering Point**: The location at which electricity is metered, as a rule, at the delivery and take-off point. Several metering points may exist at a single delivery and take-off point;
- **Metering Point**: An administrative entity in which energy and power values are measured and calculated. It may have a uniquely defined balancing affiliation used for the supplier switching process and for the calculation of network charges and levies for the delivery and take-off point, and for

- which other commercial processes are defined;
 - **Metering Data**: Data determined by the electricity transmission system operator or the distribution system operator using metering devices at metering points, in accordance with the applicable energy legislation;
 - **Operator**: A legal entity or natural person performing the activity of an electricity distribution system operator that is responsible for the operation, maintenance and development of the electricity distribution system in a specific area, for interconnections with other systems where relevant, and for ensuring the long-term capacity of the system to meet reasonable electricity distribution needs;
 - **Network Use Price**: The price paid by the customer for the use of the network. It consists of the network charge and network charge surcharges determined by the applicable legislation;
 - **Green Energy**: Energy generated from renewable energy sources;
 - **Clean Energy**: Low-carbon energy;
 - **Electricity Supply Agreement**: A contract between the Supplier and the customer, the subject of which is the supply of electricity to a particular delivery and take-off point.
 - **Commercially Sensitive Data**: Data revealing the characteristics of the economic operations of a legal entity or natural person, such as data on prices, concluded contracts and their content, scope of operations, business results and similar information;
 - **Appropriate Notice**: Notice published on the Supplier's website, on the reverse side of the invoice for the supply of electricity, a notice sent by email, via the "Moj račun" (My Account) application, or by any other appropriate means;
 - **Force Majeure**: For the Supplier and the Customer, Force Majeure shall mean unforeseeable, unavoidable, unexpected and non-attributable events that prevent or substantially hinder the performance of the contractual obligations of the Parties, or events and circumstances that, even if foreseeable, could not have been prevented or influenced, mitigated, eliminated or stopped. These include, in particular:
 - natural disasters (earthquake, flood, lightning, storm, drought, ice, etc.),
 - epidemics,
 - explosions that do not result from irregular and careless handling, and that could not have been foreseen and do not result from material and equipment wear and tear,
 - war, riot or sabotage,
 - cyber/online attack,
 - decisions passed by the Slovenian Government in accordance with the Energy Act, as well as all other events and circumstances defined as Force Majeure by the governing body in case of any doubt.
- For the duration of a Force Majeure event, the Supplier and the Customer shall be released from the performance of their obligations under these General Terms and Conditions and the Agreement, or in the case of partial incapacity, proportionally released from the performance of their agreed obligations, as well as from any liability for damages arising therefrom. The Party invoking Force Majeure shall be obliged to notify the other Party without delay by telephone or email of the occurrence or cessation of such Force Majeure. Otherwise, that Party shall be liable for all damages arising as a consequence of the failure to notify. In the event of Force Majeure occurring on the Customer's electricity distribution network, the Customer shall be notified by the Operator;
- **Agency**: The Energy Agency, established as the national regulatory authority of the Republic of Slovenia in the field of the energy market;
 - **Out-of-Court Dispute Resolution**: An out-of-court procedure for resolving disputes before an independent provider of out-of-court dispute resolution, in accordance with the Mediation in Civil and Commercial Matters Act.
 - **Supplier's Email**: info@hep-energija.si;
 - **Supplier's Website**: www.hep-energija.si;
- Other terms used in these GTC shall have the meaning

assigned to them in the applicable Electricity Supply Act (hereinafter: the ZOE), Energy Act (hereinafter: the EZ-1), and other applicable legislation in force in the Republic of Slovenia.

II. OFFER

Requests for the Supplier's product offer shall be submitted to info@hep-energija.si.

III. CONCLUSION, DURATION AND TERMINATION OF THE AGREEMENT

3.1. Conditions for Concluding the Agreement

The conditions for concluding the Agreement are as follows:

- the legal capacity and capacity to contract of the Supplier and the Customer;
- a valid Grid Connection Approval and a valid Metering Point Connection Agreement;
- the absence of mutual disputes that could affect the ability of either Party to exercise the rights and fulfil the obligations under the concluded Agreement;
- the absence of insolvency proceedings against the Customer, meaning that no compulsory composition, bankruptcy or liquidation proceedings have been instituted or commenced under the applicable insolvency legislation, and that no circumstances exist that constitute or could constitute an impediment to the Customer's ability to fulfil its obligations or exercise its rights under the Agreement;
- the absence of the Customer's outstanding overdue debts owed to the Supplier arising from the supply of electricity or other items payable to the Supplier, or from any other contractual relationship between the Parties;
- the accuracy and completeness of the data provided, which the Parties confirm and guarantee by signing the Agreement.

Upon the conclusion of the Agreement or during its term, the Supplier may require the Customer to provide appropriate collateral (security instrument) for the settlement of liabilities.

3.2. Form and Content of the Agreement

The Agreement shall be concluded in writing and for an indefinite period, unless otherwise agreed in the Agreement. Where the Agreement is concluded by email or by the acceptance of an offer, it shall be deemed concluded when the Parties reach an agreement on the essential elements of the Agreement. The essential elements of the Agreement are: the name or corporate name of the Parties, registered address, identification number (tax number or registration ID number), the data relating to the metering location (or Metering Points) through which the supply of electricity shall be carried out, the quantity, price and payment terms, the Supplier's contact information, and the term of the Agreement.

The Customer shall be obliged to provide documents evidencing the data stated in the Agreement.

The Customer may, in the Agreement or subsequently by written request, opt to purchase electricity generated from environmentally friendly sources (so-called Green Energy).

3.3. Obligations of the Supplier and the Customer

By entering into the Agreement, the Supplier undertakes to supply electricity to the Customer, and the Customer undertakes to take delivery of electricity in the manner and under the conditions laid down by the applicable legislation, these General Terms and Conditions and the Agreement, except in cases of Force Majeure and outages or measures beyond the Supplier's control, as well as in other cases provided for by the ZOE, the EZ-1 and subordinate legislation. The Supplier shall not be liable for the obligations of the Operator.

In the event of disturbances in the electricity supply that are beyond the Supplier's control, the Supplier shall not be liable for damages, nor shall the Supplier be liable if it is unable to fulfil its obligations due to reasons attributable to the Operator. Prior to concluding the Agreement, the Customer or, on the Customer's authorisation, the Supplier, must duly terminate all existing electricity supply agreements with other suppliers.

In accordance with the System Operating Instructions for the Electricity Distribution System (SONDSEE), the Customer undertakes, prior to concluding the Agreement, to cooperate on the requirements for the submission of meter readings for all Metering Points being transferred to the Supplier under the Agreement, and, upon the Supplier's request, to obtain or provide the Supplier with meter readings for those Metering Points that, under the new operating instructions, must be reported to suppliers (e.g., Metering Points for which remote meter reading is not available). If a meter is inaccessible, the Customer must notify the Supplier without delay and, in any case, prior to concluding the Agreement.

If the Customer fails to provide the Supplier with the meter reading for a specific Metering Point no later than on the date of conclusion of the Agreement (any inaccessibility of the meter must be notified prior to the conclusion of the Agreement), the change of supplier on the date of conclusion of the Agreement shall not be possible for such Metering Points. Any discrepancies between the agreed and transferred Metering Points resulting from the Customer's failure to cooperate, and any damages arising therefrom, shall be borne by the Customer.

3.4. Other Services Provided by the Supplier

The Supplier may offer the Customer other services or products, the content, conditions and prices of which are published on the Supplier's website and available at the Supplier's customer service office/-s, such as: invoicing at the Customer's request, transcription of invoices, and similar services.

3.5. Authorisations

By concluding the Agreement, the Customer authorises the Supplier to claim, on the Customer's behalf and for the Customer's account, network access with the Operator, to handle all matters related to network access, and to obtain from the Operator all the data necessary for the performance of the electricity supply. The Customer may also authorise the Supplier to carry out other tasks that are related to the performance of the Agreement, are offered by the Supplier and are published on the Supplier's website.

IV. BILLING, INVOICING AND PAYMENT

4.1. Billing Elements

Billing demand shall be billed monthly in accordance with the applicable regulations governing the method of billing the billing demand.

Network charges are determined in the implementing regulations and published on the website of the Agency.

The contributions and their levels are determined by the Agency and by the Government of the Republic of Slovenia (hereinafter: the Government of the RS).

Electricity prices are set by the Supplier and specified in the Agreement or Price List, as a rule separately for the higher daily tariff rate (VT), the lower daily tariff rate (MT), and the single daily tariff rate (ET). The duration periods of individual daily tariff rates are defined by the applicable regulations. Prices for other services or products are set by the Supplier and specified in the Agreement or the Service Price List.

Excise duties are defined by the Excise Duty Act or implementing regulations, with their amounts determined by the Government of the RS.

The Average Daily Consumption ("ADC") is the average daily electricity consumption of the Customer's metering location, expressed in kWh, calculated on the basis of the Customer's consumption in the preceding billing period and the number of days in that same billing period.

4.2. Billing

Electricity supplied shall be billed by multiplying the supplied kWh within each individual daily tariff rate by the applicable energy price for that daily tariff rate. The Supplier shall issue the Customer with an invoice for the supplied electricity on the basis of the metering data recorded by the metering devices at the relevant metering location. The data for billing is provided by the Operator, which is responsible for its accuracy and correctness.

The Supplier shall issue the Customer with an invoice for all metering locations, and bill consumption for each metering location, which it shall do within 5 (five) days from receiving or collecting all the data required for billing. The invoice shall include the billed electricity consumption with applicable debits/credits, levies for promoting electricity generation from renewable energy sources, the supply charge, and any other charges, duties or fees required by the applicable legislation.

Unless expressly agreed otherwise in the Agreement, the invoice shall be sent to the Customer by email to the address specified in the Agreement.

The Customer shall be obliged to notify the Supplier if an invoice is not received by the 15th day of the current month. The Supplier shall not be liable for incorrect or delayed billing resulting from incorrect or late data obtained from the Operator or the Customer.

The billing method (monthly or annual) and the billing period shall be determined by the Operator. For metering locations that are subject to a monthly billing method, billing shall be carried out on the basis of regular meter readings, whereas for the annual billing method, the Operator shall read the meter no less than once per year. For annual billing, the Customer shall pay interim monthly invoices based on the Customer's ADC during the previous billing period. In case of a new Customer, the Supplier shall determine the ADC based on data provided by the Customer. 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 amounts already invoiced during the billing period.

The Supplier shall also invoice excise duties, all statutory charges and levies, and VAT.

On the basis of a contract concluded between the Supplier and the Operator, the Supplier may also invoice the electricity system use amount (network charge), which the Operator charges to the Customer through the Supplier. This enables the Customer to pay for electricity and electricity system use through a single consolidated invoice. If the Customer is in arrears with the payment of at least two invoices, the Supplier may, at its discretion, begin issuing a separate invoice solely for those billing items determined by the Supplier itself and for statutory contributions. The costs of such change shall be borne by the Customer. Green Energy and Clean Energy shall be billed by multiplying all the supplied or billed monthly quantities by the selected share of Green or Clean Energy and by the price of the Green or Clean Energy surcharge. The Customer shall select, in the Agreement or subsequently and for each metering location, the share of Green or Clean Energy to be purchased.

4.3. Payment Deadline and Method of Settling Liabilities

The Supplier shall issue the Customer with an invoice for financial liabilities once per month.

The payment deadline for all financial liabilities shall be fifteen (15) days from the date of invoice issuance, unless otherwise provided by the applicable regulations or the Agreement.

In the event of late payment, the Supplier shall charge the Customer reminder costs, associated statutory default interest and any recovery costs, in accordance with the applicable regulations and the Supplier's Price List. In the event of the delayed payment of liabilities, the Supplier shall bill late payments in accordance with the Obligations Code (hereinafter: the OC), by settling the costs first, then interest, and finally the principal.

The Customer may settle its invoice using a universal payment order from payment service providers, by direct debit, via modern electronic banking channels, or by another appropriate method.

If the Customer fails to settle all the liabilities even after the expiry of the payment deadline specified in the reminder, the Supplier may, following prior written notice and without a notice period, withdraw from the Agreement and notify the Operator thereof, submitting a request to the Operator for the suspension of the electricity supply. In the event of supply suspension due to default, the Supplier shall resume supplying electricity to the Customer once the Customer has settled all the liabilities to the Supplier, paid the

reconnection costs, and concluded the appropriate supply agreement.

4.4. Invoice Complaint

A Customer who disputes a received invoice shall be obliged to pay the undisputed portion within the contractually agreed deadline and, within eight (8) days of invoice issuance, submit a written complaint to the Supplier concerning the disputed portion. The complaint must state the reason for the complaint, the metering location number, the invoice number, the meter reading and the meter reading date.

The Customer must also sign the complaint by hand (in manuscript) and return the original invoice.

The Customer shall submit the invoice complaint in writing by registered mail.

V. NOTICES / SERVICE

The Supplier and the Customer shall notify one another in the manner laid down in these General Terms and Conditions and in the Agreement. All information on the rights of Business Customers (BC) and on information that the Supplier is obliged to communicate to Customers in accordance with the Electricity Supply Act (ZOE) is published on the Supplier's website www.hep-energija.si or is provided to Customers together with the electricity invoice.

The Parties shall send all notices and other communications to each other in writing to the address specified in the Agreement, unless otherwise agreed in the Agreement.

A written notice or other communication sent by registered mail to the address specified in the Agreement shall be deemed to have been duly served on the addressee upon the expiry of three (3) days from the date of posting the registered item at the post office.

When mutual communication is carried out by email, the email shall be deemed received on the day on which a confirmation of the successful delivery of the email to the addressee's email address specified in the Agreement is received at the sender's email address.

VI. AMENDMENTS AND WITHDRAWALS

6.1. Changes to Data

The Customer shall notify the Supplier in writing of any changes to data relevant for exercising the rights and obligations arising from the contractual relationship, in particular any change of name/company name/corporate name, address, ownership/tenancy of the metering location, initiation of insolvency proceedings (bankruptcy or compulsory composition) or liquidation, no later than eight (8) days after the change occurs, failing which the Customer shall be liable to the Supplier for any damages. If the Customer fails to notify changes to its name, address or short company name, or to the ownership/tenancy of the metering location within the above deadline, invoices and other communications sent to the Customer to the name/corporate name and address specified in the Agreement shall be deemed to have been received.

6.2. Changes to the Electricity Prices or General Terms for the Supply of Electricity to Business Customers (GTC)

The Supplier shall have the right to amend the electricity prices or these GTCs in the event of changed market conditions. The prices set out in the Agreement shall apply until a price change and shall be amended in accordance with the provisions of these GTCs, which the Customer expressly agrees to in advance. The Supplier shall notify the Customer of any change in the electricity price that constitutes an increase for the Customer, or of any change to these GTCs insofar as they relate to the fulfilment of the contractual obligations, by giving appropriate notice no less than two weeks before the change enters into force. In the case of a change in price that constitutes a reduction of the existing price for the Customer, the Supplier shall notify the Customer accordingly no less than five (5) days before the change enters into force.

The Supplier and the Customer hereby agree that a written notice of a price change shall constitute an annex to the Agreement, which shall be legally binding, and shall supersede the prices set out in the

Agreement or in the applicable Price List, including any subsequent price changes, unless the Customer withdraws from the Agreement under this clause.

If the Customer does not agree with the changes, the Customer may withdraw from the Agreement by written notice within one month after the date on which the changed prices or amended GTC enter into force, and without any notice period and without incurring a contractual penalty. If the Supplier does not receive a written notice of withdrawal by the specified time limit, the Customer shall be deemed to agree to and accept the changes.

As of the date of entry into force of the changed price or the amended GTC until the Supplier is changed, the Supplier shall supply electricity at the changed price and/or in accordance with the amended GTC. If the price change does not coincide with the end of the billing period, the Operator shall not read the meter, and the Supplier shall apply estimated quantities based on the Customer's Average Daily Consumption. However, the Customer may provide the Supplier with a meter reading within five (5) working days from the entry into force of the new price.

6.3. Changes to the Service Prices

The Supplier shall duly notify the Customer of any changes to the service prices.

The Supplier may change the price of electricity generated from environmentally friendly sources, in which case the Supplier shall duly notify the Customer. The Supplier and the Customer hereby agree that a written notice of a price change shall constitute an annex to the Agreement and shall be legally binding. If the Customer does not agree with the change, the Customer may terminate the purchase of such energy by written notice. The termination shall take effect on the first day of the month following the expiry of the month in which the Supplier received the Customer's written notice.

6.4. Withdrawal from the Agreement by the Customer

In addition to the reasons set out in these GTC, the Customer may withdraw from the Agreement in writing due to a change of Supplier, disconnection from the distribution system at the Customer's own request, a change in the ownership of the metering location, or a change of payer.

In such cases, the Customer shall bear the consequences specified in the Agreement and in these GTCs for early withdrawal from the Agreement.

In the event of withdrawal, the Customer shall settle all outstanding financial liabilities owed to the Supplier.

6.5. Withdrawal from the Agreement by the Supplier

The Supplier may withdraw from the Agreement if the Customer no longer fulfils the conditions or obligations laid down in the Agreement or these GTC. In the event of withdrawal by the Supplier due to default on payments, the Supplier may, following the Customer's settlement of all liabilities and costs, revoke the withdrawal from the Agreement, provided this occurs before the final meter reading is carried out at the metering location.

If a change occurs at the metering location (change of owner or payer) or if a particular metering location is deactivated, the Agreement concluded for that metering location shall terminate. For each metering location subsequently acquired by the Customer, a new Agreement or an annex to the existing Agreement shall be concluded.

6.6. Consequences of Withdrawal from the Agreement

In the event of withdrawal from the Agreement by the Customer prior to the expiry of the contractual term for any reason constituting a breach of the contractual obligations by the Customer, the Supplier shall be entitled to charge the Customer an Early Termination Fee (hereinafter: ETF) for the remaining billing periods from the date of withdrawal from the Agreement until the expiry of the contractual term for which the Agreement was concluded.

The Supplier shall not be entitled to charge an Early Termination Fee if the Customer withdraws

from the Agreement due to a breach of the contractual obligations by the Supplier and in the event of a justified withdrawal by the Customer due to a changed price or amended General Terms and Conditions, in accordance with the relevant legislation and the Supplier's General Terms and Conditions.

The ETF shall be calculated according to the following formula: $ETF = CP \times ETC \times T \times 00$, where:

- ETF – the Early Termination Fee;
- CP – the average value of the last three billing periods for electricity supplied prior to withdrawal from the Agreement (excluding Network Charges, excise duties, and statutory levies and contributions). If fewer than three billing periods have elapsed between the conclusion of the Agreement and the withdrawal from the same, the average of two billing periods, or of one billing period, shall be used;
- ETC – the Early Termination Coefficient, amounting to 0.4;
- T-coefficient – the tolerance band of 10% (ten per cent), amounting to 0.9;
- 00 – the number of remaining billing periods from the date of withdrawal from the Agreement until the end of the contractual term.

The Supplier shall notify the Customer in writing of the amount of the Early Termination Fee, which the Customer shall be obliged to settle within fifteen (15) days of the receipt of such a notice.

As a result of the early withdrawal from the Agreement, the Customer shall also compensate the Supplier for any additional damage incurred by the latter in connection therewith, provided that such damage is proven in accordance with the principles of the law of obligations.

VII. PERSONAL DATA PROTECTION

The Supplier and the Customer shall safeguard all commercially sensitive and personal data obtained in connection with the contractual relationship and undertake to treat all data and information from the Agreement and relating to its performance (commercially sensitive data) in accordance with the Personal Data Protection Act and as their business secrets. In the event of a breach of this provision, each Party shall be liable for damages. This provision shall not apply to data submitted on the basis of applicable regulations to the Operator or other entities, nor to data used for the purpose of debt recovery. By signing the Agreement, the Customer authorises the Supplier to collect, process, use and disclose the Customer's personal data for the purposes of concluding and performing the Agreement, as well as for the Supplier's own marketing activities. The Supplier may verify the veracity of the data stated in the Agreement and any changes thereto with the competent authorities.

VIII. GREEN AND CLEAN ENERGY

The Customer shall, in the Agreement or subsequently and for each individual metering location, select the share of the purchase of Green Energy or Clean Energy based on the Supplier's offer.

The Customer shall submit to the Supplier a request for the provision of evidence of the origin of electricity by redeeming a Guarantee of Origin in accordance with the Decree on the Issuing of Guarantees of Origin for Electricity, the Act on the Method of Determining and Presenting the Shares of Individual Electricity Generation Sources, or any other applicable regulation and/or act in force at the relevant time.

IX. FINAL PROVISIONS

9.1. Legal Basis

Any mutual rights and obligations not agreed on in these General Terms and Conditions for Business Customers (GTC) and the Agreement shall be governed by the provisions of the Electricity Supply Act (ZOE), the Energy Act (EZ-1) and other regulations affecting the relationship between the Contractual Parties.

All amendments and supplements to the aforementioned regulations shall apply mutatis mutandis.

9.2. Dispute Resolution

The Supplier and the Customer shall endeavour to resolve any disagreements arising from these GTCs and/or the Agreement amicably. If an amicable resolution is not possible, Out-Of-Court Dispute Resolution shall be conducted in accordance with the act governing mediation in civil and commercial matters. For judicial dispute resolution, the competent court shall be the court in Ljubljana.

9.3. Amendments and Supplements to the GTC

The GTCs shall be adopted by the management of the Supplier. The GTCs shall be published on the Supplier's website at www.hep-energija.si and shall be available at the Supplier's information office/-s. In the event of any inconsistency between the provisions of the Agreement and these GTCs, the provisions of the Agreement shall prevail.

The GTCs shall apply to the Supplier's Business Customers and shall enter into force (take effect) on the date of publication.

Upon the entry into force of these GTCs, the General Terms and Conditions for the Electricity Supply of HEP – trgovina d.o.o. dated 1 January 2021 shall cease to apply; however, for existing customers, the latter shall continue to apply mutatis mutandis until the completion of the notification procedure regarding their amendments. In cases where they conflict with the Electricity Supply Act (ZOE), the provisions of the ZOE shall apply directly.

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