

GENERAL CONDITIONS OF ELECTRICITY SUPPLY TO SMALL BUSINESS CONSUMERS

I GENERAL PROVISIONS

1.1. Preamble

General conditions of electricity supply to small business consumers (hereinafter: GC SBC) govern the contractual relationship between the company HEP ENERGIJA LLC, Dunajska cesta 151, 1000 Ljubljana, ID number: 2348489000 (hereinafter: HEP ENERGIJA LLC, and/or Supplier, and/or Electricity Supplier) and a small business consumer.

Upon concluding an Electricity Supply Contract with a small business consumer (hereinafter: Contract), GC SBC shall become its integral part, and a small business consumer shall confirm that they took cognisance of its content and fully assume the obligations stipulated in its provisions, by signing Contract.

If the provisions of Contract and these GC SBC shall differ, the provisions of Contract shall prevail. GC SBC are published on Supplier's website <http://www.hep-energija.si> and available in Supplier's information offices.

1.2. Definitions

For the purpose of these GC SBC, the following definitions apply:

- **a notification:** a notification on Supplier's website, on the last page of a bill, a notification sent by e-mail or by another appropriate method;
- **adequate notification:** notification on the Supplier's website, on the last page of the electricity supply bill, notification via email, through the "My Account" application, or through any other suitable means;
- **agency:** The Energy Agency, established as the national regulatory body of the Republic of Slovenia in the field of the energy market;
- **business sensitive data:** data, which show business features of a legal or natural person, such as prices, signed contracts and their contents, scope of business, business results, etc.;
- **clean energy:** low-carbon energy;
- **data received from meter readings:** data defined by an electric network operator, i.e. a distribution operator, supported by the meter readings at reference metering points in accordance with the regulations applicable to energy;
- **electricity supplier:** HEP ENERGIJA LLC, Dunajska cesta 151, 1000 Ljubljana, ID number: 2348489000 (hereinafter: Supplier), i.e. a legal entity that procures and supplies electricity to Consumer;
- **electricity supply contract:** Contract concluded by and between Supplier and Consumer on electricity supply for a particular reference metering point;
- **force majeure:** both the Supplier and the Consumer consider unforeseeable, uncontrollable, unexpected, and uncommittable events that render the fulfilment of contractual obligations significantly difficult or impossible as force majeure. During the period of force majeure, both the Supplier and the Consumer are exempt from fulfilling obligations under these general terms and the contract. In the case of partial impossibility, they are proportionally exempt from meeting the agreed-upon obligations, as well as any liability for damages arising from it. The party citing force majeure is obliged to immediately notify the other party by phone or email about its occurrence or cessation. Failure to do so makes the party responsible for any resulting damages. The operator informs the Consumer about the occurrence of force majeure on the electricity distribution network;
- **green energy:** energy from renewable energy sources;
- **network usage charges:** the fee paid by the electricity Consumer for access to the network. It consists of the network fee determined by the agency and additional charges to the network fee specified by legislation;
- **operator:** a legal or natural person who provides the services of electricity distribution operator and is responsible for the operation, maintenance and development of the electric distribution network in a certain area, interconnection with other systems, if applicable, and to ensure a long-term network capacity

to meet reasonable needs for electricity distribution;

- **Out-of-court dispute resolution:** an out-of-court procedure for resolving disputes before an independent dispute resolution entity, in accordance with the Mediation in Civil and Commercial Matters Act;
- **owner of a reference metering point:** holder of an operational notification for connection to the electrical network;
- **payer:** an owner of a reference metering point or a person authorized by the owner to settle the financial obligations to Supplier, whereby that person is also an account holder to who Supplier delivers the bills and other notifications;
- **reference metering point:** point of reading the electricity consumption; it is, as a rule, the place of electricity collection or delivery. There may be several reference metering points at the place of electricity collection/supply;
- **small business consumer (hereinafter: SBC/Consumer):** Consumer of low voltage electricity who is not a private consumer and has a connected electricity of less than 43 kW. SBC, as a rule, is an owner of a reference meter point, a holder of an operational notification for connection, Contract signatory and a service payer. If that is not the case, the condition for Contract validity is that an owner of the reference metering point should send a signed operational notification for connection, which should include all conditions required by the operator. SBC who does not hold operational notification for connection is aware that in case of unpaid obligations, the Supplier can also inform the holder of the connection consent, who is jointly responsible for the payment of the SBC's obligations in such cases. The holder of the operational notification for connection shall be obliged to provide all the available payer's data;
- **supplier's email address:** info@hep-energija.si;
- **supplier's website:** <http://www.hep-energija.si>;
- **temporary electricity supply:** one-time electricity supply, for a period of less than one year (electricity supply for events, TV broadcasts, temporary facilities, etc.).

The other terms used in the GC for SBC have the same meaning as defined in the Electricity Supply Act (ESA) in force at any time and other relevant legislation in force in the Republic of Slovenia.

II OFFER

To request an electricity supply offer from the Supplier, please contact info@hep-energija.si.

III CONTRACT CONCLUSION AND TERM

1.1. Conditions for Contract Conclusion

The conditions for contract conclusion are:

- legal and business capacity of Supplier and Consumer;
- valid operational notification for connection and valid agreement for metered connection to the distribution network;
- no disputes between Supplier and an SBC that could affect the ability to fulfil obligations and rights under Contract;
- no insolvency proceedings against Consumer, i.e. no compulsory settlement, bankruptcy or liquidation proceedings instituted or initiated against Consumer under the Insolvency Act in force, and no reasons that represent or could represent an obstacle for Consumer to fulfil the rights and obligations under Contract;
- no outstanding debts of Consumer towards Supplier for the electricity supply or other charges related to the items provided by Supplier, i.e. from other mutual contractual relations;
- authenticity and integrity of data, guaranteed by parties by signing Contract.

During the conclusion or the term of Contract, Supplier may request an appropriate insurance for the settlement of liabilities.

1.2. Form and Contents of Contract

Contract shall be concluded in writing, to an indefinite period of time, unless otherwise agreed and stipulated by Contract. In case of concluding Contract by e-mail or by accepting an offer, Contract shall be considered concluded when the parties reach mutual consent on the key provisions of Contract.

The key provisions of Contract shall include: name, i.e. the company name of Contractual parties, address, identification number (tax or ID number), electricity supply contracts, quantity, price and payment terms, Supplier's contact details and Contract term. Consumer is obliged to present documents proving the provided data. Consumer may decide to purchase electricity produced from renewable sources (so-called green energy) as stipulated in Contract or a subsequent written request,

1.3. Obligations of Supplier and Consumer

By signing Contract, Supplier shall undertake to supply electricity to Consumer, and Consumer undertake to receive electricity under the conditions set out by laws

and regulations in force, GC SBC and Contract, except in cases of force majeure and failure i.e. measures which cannot be influenced by Supplier and in other cases stipulated in ESA and other legal and bylaw regulations. Supplier shall not be liable for the obligations of an operator. In the event of failure in the electricity supply, which cannot be influenced by Supplier, Supplier shall not be liable for damages, nor if Supplier cannot fulfil the obligations due to reasons caused by an operator. Prior to concluding Contract, Consumer or an authorized Supplier is obliged to terminate all previous contracts on the electricity supply concluded with other suppliers in a timely manner.

In accordance with the System Operating Instructions for the Electricity Distribution System (SOIED), before the conclusion of the Contract, Consumer undertakes to participate, in the requirements for entering meter readings for all metering points transferred to Supplier by the Contract and, at the initiative of Supplier to obtain or provide meter readings for those measuring points which are obliged to be reported to suppliers in accordance with the new operating instructions (e.g. measuring points for which remote reading is not regulated). If the meter is unavailable, Consumer must notify Supplier immediately and in any case before the conclusion of the Contract. If Consumer does not notify Supplier of the meter reading for an individual metering point no later than on the day of concluding the Contract (unavailability of the meter must be notified before concluding the Contract), it will not be possible to change Supplier on the day of concluding the Contract. Any discrepancies between the agreed and transferred metering points, which would arise due to the non-cooperation of Consumer, and the consequent damage in this regard, shall be borne by Consumer

1.4. Other Supplier's Services

Supplier shall also be able to offer other services to Consumer, i.e. products whose content, conditions and prices are published on Supplier's website and available in information offices, such as billing at Consumer's request, a copy of an electricity bill, etc.

1.5. Authorisations

By concluding Contract, Consumer shall authorize Supplier to access the electric network through an operator on behalf of and for the account of Consumer, make all provisions related to the electric network access, and collect all data from an operator necessary for the supply of electricity. Consumer may also authorize Supplier to other actions in connection with the fulfilment of contractual obligations offered by Supplier to Consumer, which are published on Supplier's website.

IV BILLING AND PAYMENT SETTLEMENT

1.1. Billing Items

Electricity consumption is charged on a monthly basis, in accordance with the regulations in force related to charging the electricity consumption.

The network charges is determined on the basis of by-laws and published on the agency's website. The contributions and their amounts are determined by the agency and the Government of the Republic of Slovenia (hereinafter: the Government of the RS).

Price List, as a rule, separately for the higher daily tariff (HDT), the lower daily tariff (LDT) and the unit daily tariff (UDT). The period of each daily tariff is regulated by the applicable regulations.

The prices of other services or products are determined by the Supplier and are defined in the Contract or the service price list. Excise duties are determined by the Excise Duty Act or by-laws, with the amounts set by the Government of the RS.

Average Daily Rate (ADR) shall mean the average daily electricity consumption rate per a reference metering point in kWh, charged based on electricity consumption of Consumer in the previous billing period and the number of days in that billing period.

1.2. Billing

The electricity supplied shall be calculated by multiplying the supplied kWh during a daily tariff by the energy price of a daily tariff.

The Supplier issues an invoice to the Consumer for all metering points and a consumption calculation for each metering point within 5 (five) days from the date of receipt or acceptance of all the necessary data for the calculation. The invoice includes the calculation of the consumed electricity with applicable charges/credits, contributions for promoting the production of electricity from renewable sources, the supply fee and any other fees and charges that are in accordance with the regulations currently in force.

Unless otherwise agreed in the Contract, the Supplier will immediately, upon issuance, deliver invoices and calculations to the Consumer in electronic form to the email address as specified in the Contract.

Consumer shall be obliged to inform Supplier if they shall not receive the bill by the 15th day in a current month,

whereas Supplier shall not be responsible for incorrect or delayed billing resulting from incorrect or untimely provided data by an operator or Consumer.

The billing method (monthly or annual) and the billing period shall be determined by an operator, where monthly billing shall be provided for the metering points based on regular meter readings, whereas the annual charges shall be provided for the metering points, which in that case, an operator shall read at least once a year. As for the annual billing, Consumer shall before switch to the annual billing, settle monthly invoices based on Consumer's Average Daily Rate (ADR) from a previous billing period. With regards to a new Consumer, Supplier determines the ADR based on consumer's data. The charges issued shall include the balance between Consumer's last payment and the amount for the actual electricity supplied between the accounting periods.

Supplier shall also charge the excise duty, all levies, contributions, VAT and clearly indicate the billing charges. Based on the contract concluded with the operator, the Supplier may also charge the amount for the use of the electric power system (network usage charge) to the Consumer through the Supplier's electricity supply bill. This enables the Consumer to pay for electricity and the use of the electricity system through a joint invoice. In case of a delay of payment of two invoices, Supplier may, at his own discretion, start to issue separate bills for items listed by Supplier and taxes and levies and contributions. Consumer shall bear the costs of such change in billing.

Green and clean energy are calculated by multiplying all supplied or calculated monthly quantities by the selected share of green or clean energy and the price of the additional charges for green or clean energy. The Consumer selects the share of green or clean energy to be purchased for each metering point in the contract or later on. The calculation of green or clean energy is shown separately on each invoice issued by the Supplier.

1.3.Payment Terms and Settlement

The Supplier issues an invoice to the Consumer for financial obligations once a month. The payment term shall be 15 (fifteen) days from the date of sending a bill, unless stipulated otherwise by regulations. Consumer and Supplier may agree on a payment term of 30 (thirty) days on Contractual basis, with reference to the price list in force published with reference to the subject conditions. In the event of late payment, the Supplier charges the Consumer with the relevant statutory late payment interest, in accordance with the currently applicable price list for reminder costs and any potential recovery costs, or in accordance with the currently effective regulations if the price list does not cover these costs. If these services shall be provided by third parties (a bailiff, lawyer, etc.), Consumer shall be obliged to reimburse the full cost of such services to Supplier.

In case of delayed payment of the obligation, the Supplier will calculate late payments in accordance with the provisions of the Code of Obligations (hereinafter: CO) by first paying off the costs, then the interests and the final principal. The Consumer can settle the bill using a universal payment order through payment service providers, via direct debit, using banking methods, or through any other appropriate means. In the event that the Consumer fails to pay all obligations even after the expiry of the payment deadline specified in the reminder, the Supplier, after prior written notice, may terminate the contract without notice and notify the operator to whom a request is submitted to cease the supply of electricity. In such a case, the reconnection of electricity is possible once the Consumer settles all obligations to the Supplier, covers the costs of reconnection, and enters into an appropriate supply contract.

1.4.Complaints

Consumer who shall not agree with the bill shall pay the undisputed part within Contractually agreed payment term, and as for the disputed part Consumer shall send a written complaint to Supplier no later than 8 (eight) days after a bill is issued, with clearly indicated reason of the complaint, bill number, meter reading and reading date. Consumer shall personally sign the complaint and return the bill original. Consumer can also send a complaint in writing by registered mail.

V. NOTIFICATION / DELIVERY

Supplier and Consumer shall send official notifications to each other as stipulated in these GC SBC and Contract. All information about the SBC rights and the information Supplier is required to communicate to consumers according to the EA-1 is published on Supplier's website <http://www.hep-energija.si>, i.e. on the electricity bill. Contractual parties shall send all notifications and other communications to each other in writing to the addressees stated in Contract, unless otherwise stipulated in Contract. A written notification or other communication sent by registered mail to the address stipulated in Contract

shall be deemed to have been delivered to the addressee after the expiration of 3 (three) days from submitting it as the registered mail in a post office. Communication between parties via email shall be considered received by the recipient on the day when the sender receives confirmation of successful delivery of the email to the recipient's email address specified in the Contract.

VI. AMENDMENTS AND TERMINATION

1.1.Amendments to Data

Consumer shall be obliged to inform Supplier about any changes of data relevant to the fulfilment of rights and obligations from Contract, especially about the change of name/the company name, address, ownership/ lease of a reference metering point, initiation of insolvency proceedings (bankruptcy, compulsory settlement) or liquidation, in writing within 8 (eight) days after the change occurred, otherwise Consumer shall be liable for damages to Supplier. If Consumer shall not report changes of name, address, or company, ownership/lease of the reference metering point within the aforementioned period, bills and other notifications sent to Consumer to the name/company and address specified in Contract shall be considered as received.

1.2.Amendments to the Electricity Prices or GC SBC

Supplier shall have the right to change the electricity prices or GC SBC in the event of changes on the market. The prices in Contract shall be valid until the prices change. The prices shall be changed in accordance with the provisions of the GC SBC, whereby Consumer expressly and in advance accepts it by signing this Contract. Supplier shall inform Consumer at least 5 (five) weeks before the change takes effect about an electricity price change, which shall mean an increase in the existing price for Consumer, or about a change in the General Terms and Conditions of SBC, if the changes relate to the fulfilment of Contractual obligations. Supplier shall inform Consumer about a reduction of the existing price for Consumer, at least five days before that change takes effect. Supplier and Consumer agree that a written notification about a price change shall be valid and considered to be an appendix to Contract which shall be legally binding and replace the prices stated in Contract, i.e. a reference price list and any price changes, unless Consumer terminates Contract under this point.

If Consumer shall not agree with an increase of prices or with an amendment to GC SBC, Consumer may terminate Contract by a written notice one month after the changed prices or the amended GC SBC enter into force, without a notice period and without Contractual penalty. If Supplier shall not receive a written termination notice within the specified period, it shall be deemed that Consumer has agreed with and accepted the changes. From the day of applying the changed price or the amended GC SBC until the change of Supplier, Supplier shall supply the electricity by the changed price, i.e. according to the changed GC SBC. If the price shall not be changed by the end of a billing period, an operator shall not read the meter and Supplier shall bill the estimated quantities based on consumer TCR, whereas Consumer may report the meter reading himself/herself within 5 (five) working days after the new price shall be applied.

1.3.Amendments to the services' prices, network usage charges, excise duties and statutory taxes and levies

Supplier shall inform Consumer about the change of the prices of services.

Supplier may change the price of electricity produced from renewable sources (green, clean energy), about which Supplier shall inform Consumer accordingly. Supplier and Consumer agree that the written notification about the price change shall represent an appendix to Contract and shall be valid and legally binding. If Consumer does not agree with the change, Consumer may cancel the supply of renewable energy in writing. The cancellation shall take effect on the first day of the month following the end of the month in which Supplier received the written notice from Consumer. From the next billing period onwards, the electricity shall be supplied to Consumer according to the regular price list without surcharge.

Supplier shall appropriately inform Consumer about the change of network usage charges, excise duty and statutory taxes and levies. A change of the network usage charges, excise duty and other statutory taxes and levies shall not mean a change in the electricity price and shall not be a reason for consumers to terminate Contract without notice and without the obligation to pay Contractual penalty.

1.4.Contract Termination by Consumer

Consumer may terminate Contract in writing due to the reasons specified in this GC SBC, and due to a change of Supplier, disconnection from the distribution network at their own request, change of ownership of the reference metering point and a change of payer. In this case, Consumer bears the consequences should the concluded Contract be valid for less than a year. In such

a case, Consumer is obliged to complete the procedure of suppliers switch as soon as possible, when possible in accordance with the regulations, whereby Supplier shall by no means be obliged to arrange such a replacement for and on behalf of Consumer. A switch of suppliers shall be carried out in accordance with the guidelines of an operator. The cancellation shall take effect on the day of exclusion of Supplier's reference meter point from the list of suppliers in the balance sheet. Consumer is obliged to pay for the electricity supply until the day of disconnection. In case of contract termination, Consumer must also settle all outstanding financial obligations to Supplier.

The subject provisions shall apply also to the temporary electricity supply, unless otherwise provided by Contract.

1.5 Contract Termination by Supplier

Supplier may terminate Contract if Consumer shall no longer meet the conditions and obligations set out in this Contract and this GC SBC. In case of contract termination by Supplier due to non-payments, Supplier may revoke Contract termination after the settlement of all obligations and costs by Consumer, namely until the final meter reading at the reference metering point.

If there shall be a change of the reference metering point data (the owner or the payer) or a particular reference metering point shall be disconnected, Contract concluded for that reference metering point shall be deemed terminated.

For each reference metering point, which Consumer shall subsequently acquire, a new Contract or an appendix to the signed Contract shall be concluded.

1.6. Consequences of Contract Termination

In case of early Contract termination by Consumer before the expiration of the first year of Contract validity, for any reason (except for breach of contractual obligations by Supplier or non-acceptance of price changes of billing items, or amendments to the GC SBC), or Contract termination by Supplier due to the breach of contractual obligations by Consumer, the Supplier is entitled to charge the Consumer a fee for early contract termination (ECT) for the remaining billing periods from the termination of the contract until the expiration of the agreed contract period.

The ECT is calculated using the formula: $ECT = AAP \times ECTC \times TR \times 00$, where:

ECT - Early Contract Termination

AAP - Average amount of the last three billing periods for supplied electricity before terminating the contract (excluding network usage charge, duties, and legally mandated taxes and contributions). If less than three billing periods have passed from the contract's inception to termination, the calculation includes the average of two billing periods and/or a single billing period.

ECTC - Early Contract Termination Coefficient, which is 0.4

TR - Tolerance Range Coefficient of 10 %, which is 0.9

BP - number of remaining billing periods from the date of contract termination to the expiration date of the contractual period.

The Supplier notifies the Consumer in writing about the amount of compensation the Consumer is obligated to pay to the Supplier within 15 (fifteen) days of receiving the Supplier's notification.

Due to the premature contract termination, Consumer shall be liable to Supplier for all possible damages that can occur as a result of early contract termination,

VII PERSONAL DATA PROTECTION

Supplier shall use personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and the Council as of 27 April 2016 on the protection of individuals with regards to the personal data use and on the free exchange of such data and repealing Directive 95/46 / EC (hereinafter: the General Data Protection Regulation) and national rules on the personal data protection.

In order to conclude Contract, which is the subject of these GC SBC, Consumer shall be obliged to provide Supplier with personal data: name and surname, address, date of birth, tax number, mobile phone number, e-mail address and reference meter or consumer location number.

Supplier shall keep the specified data and use it for the purpose of contacting Consumer to conclude and fulfil the obligations from Contract, to provide the uninterrupted service and guarantee the services that are the subject of this GC SBC, perform and review payment transactions, possible discrepancies in payment settlements and related misuses and other violations of these GC SBC. Supplier may check the veracity of the amendment to Contract relating to the change of the stated data with the competent authorities.

Supplier shall use the specified data for other purposes if Supplier received the written consent from Consumer for the use of data for such other purposes, namely consumer profiling for the preparation and receiving of customized offers of Supplier's services by the e-mail, telephone or mail, use for direct marketing of service offers, promotional sales and other changes, i.e. news,

conducting market research on the quality of services and the need for additional services.

Consumer may at any time request a confirmation as to whether and to what extent Supplier uses their personal data and to be informed about the personal data used. Consumer may restrict the use of personal data, report the misuse of personal data, revoke the given consent for various purposes of use and request a correction, i.e. to add or delete personal data. These rights can be exercised by Consumer under the conditions and to the extent of the legislation regarding the personal data protection in force.

Supplier and Consumer shall be obliged to protect commercially sensitive and personal data with which they receive under Contract and undertake to keep the data and information from Contract and in connection with Contract fulfilment (commercially sensitive data) as a business secret. In the event of the breach of this provision they shall be liable for damages.

This provision shall not apply to data provided in answer to the requirements of applicable regulations to the operator and public authorities on the basis of their reasoned written request for the purposes of carrying out a specific procedure and in the case of Consumer's request or based on Consumer's authorization in writing and to data used for the purpose of debt collection.

VIII GREEN AND CLEAN ENERGY

Consumer may select the proportion of the green or clean energy purchase in Contract or subsequently for a reference metering point. The green or clean energy surcharge shall be visible in Supplier's price list published on the Suppliers's website <http://www.hep-energija.si>.

Consumer shall submit a request to Supplier for delivery of the proof of electricity source by submitting a Certificate of Source in accordance with the Regulation on Issuance of Certificates of Electricity Source, the Act on Calculation and Presentation of the Ratio for Various Electricity Sources and applicable regulations in force at that time.

IX. FINAL PROVISIONS

1.1. Legal Basis

The provisions of ESA and other regulations, which affect the relationship between Contractual parties shall apply to the regulation of mutual rights and obligations not stipulated by the GC SBC and Contract. All changes and amendments to the above regulations shall be used *mutatis mutandis*.

1.2. Dispute Resolution

Supplier and Consumer shall attempt to resolve any disagreements arising from the GC SBC and/or Contract by mutual agreement. If an amicable settlement of the dispute would not be possible, an extrajudicial procedure in line with the law governing mediation in civil and commercial matters is envisaged for out-of-court dispute resolution. The competent court for judicial dispute resolution is in Ljubljana.

1.3. Amendments, Annexes and Term of GC SBC

GC SBC are adopted by Supplier's management. GC SBC, price list and price list of services are published on Supplier's website: <http://www.hep-energija.si> and available in Supplier's information offices. If the provisions of Contract and these GC SBC shall differ, the provisions of Contract shall prevail.

GC SBC shall be valid for SBC supplier and enter into force on the day of publishing it. With the enforcement of these GC SBC, the General Terms for supplying electricity to small business consumers of 1 January 2021 cease to be valid. For existing SBC, these GC SBC come into effect on 1 January 2024, or two weeks after the announcement by SBC (in case of a later date), and in case of inconsistency with the ESA, the provisions of the ESA are directly applicable.