

PLINACRO d.o.o., Savska cesta 88a, 10000 Zagreb, OIB 69401829750, kojega po punomoći zastupa *[funkcija i ime i prezime]*, kao operator transportnog sustava, i nositelj dozvole za obavljanje energetske djelatnosti transporta prirodnog plina broj 080304171-0030-08/03-I/18 (u dalnjem tekstu: **Operator transportnog sustava ili Operator**)

i

*[naziv energetskog subjekta], [adresa sjedišta društva], OIB [osobni identifikacijski broj] (ili za subjekte sa sjedištem izvan Republike Hrvatske, VAT broj [VAT identifikacijski broj]), kojega zastupa [funkcija i ime i prezime]*, kao *operator distribucijskog sustava/trgovac plinom/opskrbljivač plinom/proizvođač prirodnog plina/operator tržišta plina* i nositelj dozvole za obavljanje energetske djelatnosti *[energetska djelatnost], [registracijski broj dozvole]*, u dalnjem tekstu: **Korisnik**, s druge strane,

(u dalnjem tekstu: **Ugovorne strane**)

dana *[dan/mjesec/godina]* godine sklapaju ovaj

**UGOVOR O PRISTUPU INFORMACIJSKOJ  
PLATFORMI OPERATORA TRANSPORTNOG  
SUSTAVA  
broj [•]**

(u dalnjem tekstu: **Ugovor**)

**PREDMET UGOVORA**

Članak 1.

- (1) Ugovorne strane sklapaju ovaj Ugovor kako bi uredile međusobna prava i obveze u odnosu na pristup i korištenje informacijskog sustava Operatora za upravljanje kapacitetima transportnog sustava (u dalnjem tekstu: SUKAP ili IT platforma).
- (2) Operator upravlja SUKAP-om koji se koristi za provođenje poslovnih procesa i aktivnosti vezanih uz pružanje, odnosno korištenje usluge transporta plina, razmjenu podataka, izvještavanje te izvršavanje drugih obaveza i prava sukladno Mrežnim pravilima transportnog sustava (u dalnjem

PLINACRO Ltd., Savska cesta 88a, 10000 Zagreb, VAT ID 69401829750, represented on the basis of the power of attorney by *[position, name and surname]*, as the Transmission System Operator and the holder of the licence for performing the energy activity of natural gas transmission No. 080304171-0030-08/03-I/18 (hereinafter referred to as: **the Transmission System Operator or Operator**),

and

*[name of energy entity], [registered office address], OIB [personal identification number] (or for non-residents, VAT number [VAT identification no.]), represented by [position, name and surname], as the Distribution System Operator / Gas Trader / Gas Supplier / Natural Gas Producer / Gas Market Operator* and the holder of the licence for performing the energy activity of *[energy activity], [registration number of the license]*, hereinafter referred to as: **the User**,

(hereinafter referred to as: **the Parties**)

on *[day/month/year]* conclude this

**CONTRACT ON ACCESS TO THE  
INFORMATION PLATFORM OF THE  
TRANSMISSION SYSTEM OPERATOR**

**No. [•]**

(hereinafter referred to as: **the Contract**)

**SUBJECT-MATTER OF THE CONTRACT**

Article 1

- (1) The Parties enter this Contract to regulate their mutual rights and obligations in relation to accessing and using the Information System for Transmission System Capacity Management, of the Operator (hereinafter referred to as: **SUKAP or IT Platform**).
- (2) The Operator manages SUKAP, used for conducting business processes and activities related to the provision or use of gas transmission service, data exchange, reporting and execution of other obligations and rights pursuant to the Transmission System Network Code (hereinafter referred to as: **Network Code**), laws and by-laws governing the gas market.

<p>tekstu: <b>Mrežna pravila</b>), zakonima i podzakonskim propisima kojima se uređuje tržište plina.</p> <p>(3) Na međusobna prava i obveze Ugovornih strana, koje nisu uređene ovim Ugovorom, primjenjuju se Mrežna pravila, Zakon o tržištu plina te drugi zakoni i podzakonski propisi kojima se uređuje tržište plina, kao i posebni zakoni i podzakonski propisi kojima se uređuje informacijska i kibernetička sigurnost i tajnost podataka (u dalnjem tekstu zajedno: <b>primjenjivi propisi</b>).</p>	<p>(3) The Network Code, the Gas Market Act and other laws and by-laws governing the gas market, as well as special laws and by-laws governing information security and cyber security and data confidentiality (hereinafter collectively referred to as: <b>applicable regulations</b>) shall apply to mutual rights and obligations of the Parties not regulated by this Contract.</p>
<p><b>PRIMJENJIVI PROPISI I ZNAČENJE IZRAZA</b></p> <p>Članak 2.</p> <p>(1) Potpisom Ugovora, Korisnik potvrđuje da je upoznat sa i da prihvata sve odredbe važećih Mrežnih pravila i drugih primjenjivih propisa.</p> <p>(2) Potpisom Ugovora, Korisnik potvrđuje da razumije da su tijekom trajanja Ugovora moguće izmjene propisa kojima se uređuje tržište plina, uključujući i Mrežna pravila te je suglasan da se tako izmijenjena Mrežna pravila i ostali propisi kojima se uređuje tržište plina primjenjuju na Ugovor.</p> <p>(3) Potpisom Ugovora, Korisnik potvrđuje da razumije i prihvata da je Operator, operator ključne usluge, odnosno ključni subjekt u smislu zakona kojim se uređuje kibernetička sigurnost, i kao takav, nositelj posebnih obveza kibernetičke sigurnosti predviđenih propisima kojima se uređuje kibernetička sigurnost.</p> <p>(4) Ako drugačije nije određeno ovim Ugovorom, izrazi koji se koriste u Ugovoru imaju značenje utvrđeno Mrežnim pravilima, propisima kojima se uređuje tržište plina, kao i posebnim propisima kojima se uređuje informacijska i kibernetička sigurnost i tajnost podataka.</p>	<p><b>APPLICABLE REGULATIONS AND MEANING OF TERMS AND EXPRESSIONS</b></p> <p>Article 2</p> <p>(1) By signing the Contract, the User confirms it is acquainted with and accepts all the provisions of the applicable Network Code and other applicable regulations.</p> <p>(2) By signing the Contract, the User confirms it understands that during the duration of the Contract there may be changes to the regulations governing the gas market, including the Network Code, and agrees that such amended Network Code and other regulations which regulates the gas market applies to the Contract.</p> <p>(3) By signing the Contract, the User confirms it understands and accepts that the Operator is an Essential Service Operator or key entity within the meaning of the law regulating cyber security, and as such, the holder of specific cyber security obligations under regulations governing cyber security.</p> <p>(4) Unless stipulated otherwise in this Contract, the terms and expressions used in the Contract have the meaning determined by the Network Code, regulations governing the gas market, as well as special regulations governing information security and cyber security and data confidentiality.</p>
<p><b>PREDUVJETI ZA PRISTUP IT PLATFORMI</b></p> <p>Članak 3.</p> <p>(1) Korisnik je dužan osigurati sve tehničke i druge preduvjete za siguran i neometan pristup SUKAP-u, a osobito da računala s kojih pristupa SUKAP-u:</p> <ul style="list-style-type: none"> <li>a) imaju pristup internetu</li> <li>b) imaju instaliran odgovarajući web preglednik (redovno ažuriran i podržan od strane proizvođača)</li> <li>c) rade na odgovarajućem operativnom sustavu (redovno ažuriranom i podržanom od strane proizvođača)</li> </ul>	<p><b>PRECONDITIONS FOR ACCESS TO THE IT PLATFORM</b></p> <p>Article 3</p> <p>(1) The User shall ensure all technical and other preconditions for the safe and undisturbed access to SUKAP, and that the computers SUKAP is accessed from:</p> <ul style="list-style-type: none"> <li>a) have Internet access</li> <li>b) have an appropriate web browser installed (regularly updated and supported by the manufacturer)</li> <li>c) work on an appropriate operating system (regularly updated and supported by the manufacturer).</li> </ul>

(2) Korisnik je dužan osigurati da je na svakom računalu i/ili mobilnom telefonu s kojih pristupa SUKAP-u instaliran odgovarajući generator jednokratne zaporke (tzv. Soft Token), sukladno uputi Operatora.	(2) The User shall ensure that an appropriate one-time password generator (so-called Soft Token) is installed on each computer and / or mobile phone SUKAP is accessed from, in accordance with the Operator's instructions.
(3) Dijeljenje ili zajedničko korištenje generatora jednokratne zaporke iz stavka 2. ovog članka nije dozvoljeno.	(3) Sharing or joint use of the one-time password generator referred to in para. (2) of this Article is not permitted.
(4) Korisnik je dužan na zahtjev Operatora i prema njegovim uputama poduzeti odgovarajuće zaštitne mјere (primjerice, ali ne isključivo, promjenu lozinke, kompleksnosti lozinke, instaliranje nužnog softvera za pristup sustavu i sl.) u cilju osiguranja informacijske i kibernetičke sigurnosti SUKAP-a i smanjenja rizika od sigurnosnih ugroza takve vrste.	(4) At the request of the Operator and according to its instructions, the User shall take appropriate protective measures (for example, but not exclusively, change the password, install antivirus software, etc.), to ensure SUKAP information security and cyber security and reduce such security risks.
(5) Ako Korisnik nije ispunio bilo koji od uvjeta iz ovog članka, Operator ima pravo Korisniku odbiti pristup SUKAP-u.	(5) If the User has not met any one of the conditions referred to in this Article, the Operator has the right to deny the User access to SUKAP.
(6) Korisnik je dužan osigurati da su uvjeti iz ovog članka ispunjeni za cijelo vrijeme trajanja Ugovora.	(6) The User shall ensure the conditions referred to in this Article are met for the entire duration of the Contract.

## PRISTUP IT PLATFORMI

### Članak 4.

- (1) Operator Korisniku omogućuje pristup SUKAP-u pod uvjetima i na način propisan ovim Ugovorom i Mrežnim pravilima.
- (2) Korisnik pristupa SUKAP-u na internetskoj stranici koju odredi i kojom upravlja Operator, uz korisnička prava koja mu je Operator prethodno dodijelio sukladno ovom Ugovoru.

### Članak 5.

- (1) Pristup SUKAP-u, odnosno opseg korisničkih prava, ovisi o ulozi koju Korisnik ima na tržištu plina i u kojoj pristupa SUKAP-u. Korisnik može SUKAP-u pristupati u jednoj ili više sljedećih uloga, a sukladno svojem zahtjevu za dodjelu korisničkih prava iz članka 6. ovog Ugovora:

- a) korisnik transportnog sustava
- b) krajnji kupac na transportnom sustavu
- c) operator distribucijskog sustava
- d) operator tržišta plina
- e) proizvođač prirodnog plina
- f) voditelj bilančne skupine
- g) nacionalno regulatorno tijelo

- (2) Ako Korisnik iz bilo kojeg razloga prestane obavljati bilo koju od uloga iz stavka 1. ovog

IT PLATFORM ACCESS	Article 4
(1) The Operator provides the User with access to SUKAP under the conditions and in the manner determined by this Contract and the Network Code.	
(2) The User accesses SUKAP on the website determined and managed by the Operator, with the user rights previously granted to him by the Operator in accordance with this Contract.	
	Article 5
(1) Access to SUKAP, i.e. the scope of user rights, depends on the role the User has in the gas market and in which role it accesses SUKAP. The User can access SUKAP in one or more different roles, in accordance with the request for the allocation of user rights from Article 6 of this Agreement:	
	<ul style="list-style-type: none"> <li>a) Transmission System User</li> <li>b) Transmission System End Customer</li> <li>c) Distribution System Operator</li> <li>d) Gas Market Operator</li> <li>e) Natural Gas Producer</li> <li>f) Balance Responsible Party</li> <li>g) National Regulatory Authority</li> </ul>
(2) If the User for any reason ceases to perform any one of the roles referred to in para. (1) of this Article, and	

## IT PLATFORM ACCESS

### Article 4

- (1) The Operator provides the User with access to SUKAP under the conditions and in the manner determined by this Contract and the Network Code.
- (2) The User accesses SUKAP on the website determined and managed by the Operator, with the user rights previously granted to him by the Operator in accordance with this Contract.

### Article 5

- (1) Access to SUKAP, i.e. the scope of user rights, depends on the role the User has in the gas market and in which role it accesses SUKAP. The User can access SUKAP in one or more different roles, in accordance with the request for the allocation of user rights from Article 6 of this Agreement:

- a) Transmission System User
- b) Transmission System End Customer
- c) Distribution System Operator
- d) Gas Market Operator
- e) Natural Gas Producer
- f) Balance Responsible Party
- g) National Regulatory Authority

- (2) If the User for any reason ceases to perform any one of the roles referred to in para. (1) of this Article, and

<p>članka, a osobito ako je to posljedica privremenog ili trajnog oduzimanja dozvole za obavljanje energetske djelatnosti, Operator će odmah po saznanju za navedenu okolnost, bez posebne obavijesti, ukinuti sva korisnička prava koja su dodijeljena Korisniku na temelju uloge koju više ne obavlja.</p> <p>(3) Korisnik je dužan bez odlaganja obavijestiti Operatora o svakoj promjeni u pogledu uloge ili uloga u kojima ostvaruje pristup SUKAP-u temeljem ovog Ugovora, a osobito ako prestaje obavljati pojedinu ulogu ili želi ostvariti pristup SUKAP-u u novoj ulozi.</p> <p>(4) U slučaju iz stavka 3. ovog članka, Korisnik će podnijeti novi zahtjev za dodjelu korisničkih prava sukladno članku 6. ovog Ugovora.</p>	<p>especially if it is the result of temporary or permanent revocation of the license for performing energy activity, the Operator shall immediately upon learning of this circumstance, without special notice, terminate all user rights granted to the User based on the role it no longer performs.</p> <p>(3) The User shall notify the Operator without delay of any change concerning the role or roles it accesses SUKAP in under this Contract, especially if it ceases to perform a particular role or wishes to access SUKAP in a new role.</p> <p>(4) In the case referred to in para. (3) of this Article, The User shall submit a new request for the assignment of user rights in accordance with Article 6 of this Agreement.</p>
<h2>KORISNIČKA PRAVA</h2>	
<p style="text-align: center;"><b>Članak 6.</b></p> <p>(1) Operator će Korisniku dodijeliti korisnička prava na temelju Zahtjeva za dodjelu korisničkih prava (u dalnjem tekstu: Zahtjev).</p> <p>(2) Korisnik podnosi Zahtjev putem sučelja u SUKAP-u za kojeg mu Operator dodjeljuje privremeni pristup. Valjano popunjeni i potpisani Zahtjev postaje Prilog 1. i čini sastavni dio ovog Ugovora.</p> <p>(3) Operator će u roku od 2 (dva) radna dana od zaprimanja Zahtjeva dodijeliti korisnički račun za svakog pojedinog radnika/nalogoprimeca Korisnika (u dalnjem tekstu: Korisnik IT platforme) navedenog u Zahtjevu te dostaviti pripadajuće korisničko ime i lozinku.</p> <p>(4) Korisnička prava za pristup SUKAP-u dodjeljuju se sukladno ulogama iz članka 5. stavka 1. ovog Ugovora, u kojoj pojedini Korisnik IT platforme pristupa SUKAP-u.</p> <p>(5) Jedan Korisnik IT platforme može pristupati SUKAP-u u jednoj ili više uloga. Neovisno o broju uloga u kojima pristupa SUKAP-u, Korisnik IT platforme dobiva jedan korisnički račun (jedno korisničko ime i lozinku).</p> <p>(6) Ako Korisnik naknadno želi dobiti korisnička prava za dodatne Korisnike IT platforme ili želi postojećeg Korisnika IT platforme zamijeniti novim, dužan je dostaviti novi Zahtjev sukladno stavku 1. ovog članka. U slučaju zamjene Korisnika IT platforme, Korisnik je dužan naznačiti Korisnika IT platforme</p> <p style="text-align: right;"><b>Article 6</b></p> <p>(1) The Operator shall assign user rights to the User based on the <b>Request for User Rights</b> (hereinafter referred to as: <b>the Request</b>).</p> <p>(2) The User submits a Request via the interface in SUKAP for which the Operator grants temporary access. A completed and signed Request constitutes <b>Annex 1</b> and an integral part of this Contract.</p> <p>(3) The Operator shall, within 2 (two) working days from the receipt of the Request, assign a user account for each individual employee/agent of the User (hereinafter referred to as: <b>IT Platform User</b>) specified in the Request and deliver the corresponding username and password.</p> <p>(4) User rights for SUKAP access are granted according to the roles referred to in Article 5, para. (1) of this Contract, the IT platform User accesses SUKAP in.</p> <p>(5) One IT Platform User may access SUKAP in one or more roles. Regardless of the number of roles, the IT Platform User is assigned one user account (one username and password).</p> <p>(6) If the User subsequently wishes to obtain user rights for additional IT Platform Users or wishes to change an existing IT Platform User to a new one, it shall submit a new Request pursuant to para. (1) of this Article. In case of change of the IT Platform User, the User shall indicate the IT Platform User to be changed, i.e. whose user rights are terminated in favour of the new IT Platform User.</p>	

<p>koji se zamjenjuje, odnosno čija se korisnička prava ukidaju u korist novog Korisnika IT platforme.</p> <p>(7) Ako pojedini Korisnik IT platforme ne koristi svoja korisnička prava dulje od 3 (tri) mjeseca uzastopno, Operator ima pravo ukinuti njegova korisnička prava bez prethodne obavijesti.</p> <p>(8) Korisnik je dužan bez odlaganja obavijestiti Operatora o svakoj promjeni Korisnika IT platforme, a osobito ako pojedini Korisnik IT platforme iz bilo kojeg razloga više neće koristiti svoj korisnički račun za pristup SUKAP-u (npr. prestao mu je radni odnos s Korisnikom i sl.).</p> <p>(9) U slučaju iz stavka 8. ovog članka, Operator će odmah po primnutku obavijesti od Korisnika, a ako takva obavijest nije dostavljena, odmah po saznanju za tu okolnost, ukinuti korisnička prava Korisniku IT platforme.</p> <p>(10) Korisnik je dužan najmanje jednom godišnje, prije početka plinske godine, na zahtjev Operatora, Operatoru dostaviti potvrdu podataka o Korisnicima IT platforme koji ostvaruju pristup SUKAP-u temeljem ovog Ugovora, odnosno ažurirane podatke ako su se isti u međuvremenu promijenili.</p> <p>(11) Ako Korisnik ne postupi po zahtjevu Operatora iz stavka 10. ovog članka i ne dostavi potpune, ažurne i točne podatke o Korisnicima IT platforme, Operator ima pravo ukinuti sva korisnička prava dodijeljena Korisniku temeljem ovog Ugovora.</p>	<p>(7) If an IT Platform User does not use his user rights for more than 3 (three) consecutive months, the Operator has the right to terminate his user rights without prior notice.</p> <p>(8) The User shall notify the Operator without delay of any change of the IT Platform User, and especially if an IT Platform User will for any reason no longer use his user account to access SUKAP (e.g., his employment with the User is terminated and similar).</p> <p>(9) In the case referred to in para. (8) of this Article, the Operator shall immediately upon the receipt of the notification from the User, and if such notification is not delivered, immediately upon learning of this circumstance, terminate the user rights of the IT Platform User.</p> <p>(10) At least once a year, before the start of the gas year, at the request of the Operator, the User shall submit a confirmation of the information on IT Platform Users with access to SUKAP pursuant to this Contract, or updated information if it changed in the meantime.</p> <p>(11) If the User does not act upon the request of the Operator referred to in para. (10) of this Article and does not submit complete, updated, and accurate information on IT Platform Users, the Operator has the right to terminate all user rights granted to the User under this Contract.</p>
<p style="text-align: center;"><b>Članak 7.</b></p> <p>(1) Korisnički račun i lozinka koju Operator dodijeli pojedinom Korisniku IT platforme strogo su namijenjeni za korištenje samo od strane Korisnika IT platforme kojem su dodijeljeni i u svrhe za koje su dodijeljeni.</p> <p>(2) Korisnik IT platforme ne smije svoj korisnički račun i lozinku dijeliti trećim osobama niti koristiti za bilo koje druge svrhe osim one za koju su dodijeljeni temeljem ovog Ugovora.</p> <p>(3) Korisnik i Korisnik IT platforme dužni su poduzeti sve razumne mjere kako bi spriječili neovlašteno otkrivanje, korištenje ili gubitak korisničkog imena i lozinke.</p> <p>(4) Korisnik IT platforme dužan je potpisati Izjavu, koja postaje Prilog 2. i čini sastavni dio ovog Ugovora, kojom potvrđuje da je upoznat s obvezama iz ovog Ugovora te preuzima odgovornost za štetu koja bi mogla nastati Operatoru postupanjem protivnom</p>	<p style="text-align: center;"><b>Article 7</b></p> <p>(1) The user account and password assigned by the Operator to an IT Platform User are strictly intended for use only by the IT Platform User they are assigned to and for the purpose they have been assigned for.</p> <p>(2) The IT Platform User shall neither share his user account and password with third parties nor use it for any purpose other than the one they were assigned for under this Contract.</p> <p>(3) The User and the IT Platform User shall take all reasonable measures to prevent unauthorized disclosure, use or loss of the username and password.</p> <p>(4) The IT Platform User shall sign a <b>Statement</b>, constituting <b>Annex 2</b> and an integral part of this Contract, confirming that he is aware of the obligations under this Contract and assumes responsibility for damage that may occur to the Operator due to acting contrary to these obligations.</p>

<p>navedenim obvezama. Operator objavljuje obrazac Izjave na svojim mrežnim stranicama.</p> <p>(5) Korisnik je dužan dostaviti potpisane Izjave iz stavka 4. ovog članka za sve Korisnike IT platforme, bez odlaganja.</p> <p>(6) Ako Operator utvrdi da Korisnik IT platforme ne koristi svoja korisnička prava sukladno odredbama stavka 1. i 2. ovog članka, Operator će bez odlaganja ukinuti njegova korisnička prava bez prethodne obavijesti.</p>	<p>The Operator publishes the Statement form on its website.</p> <p>(5) The User is obliged to submit signed Statements referred to in para. (4) of this Article for all IT Platform Users, without delay.</p> <p>(6) If the Operator establishes the IT platform User is using his user rights contrary to the provisions of para. (1) and (2) of this Article, the Operator shall terminate his user rights without delay and without prior notice.</p>
<p><b>PRAVA I OBVEZE KORISNIKA I KORISNIKA IT PLATFORME</b></p> <p>Članak 8.</p> <p>(1) Korisnik može koristiti SUKAP isključivo u svrhu za koju je odobren pristup, odnosno za izvršavanje prava i obveza uloge za koju je pristup odobren sukladno Mrežnim pravilima i drugim primjenjivim propisima.</p> <p>(2) Korisnik IT platforme dužan je koristiti SUKAP sukladno ovom Ugovoru, Mrežnim pravilima i drugim primjenjivim propisima te pravilima struke.</p> <p>(3) Korisnik IT platforme ne smije poduzimati radnje kojima bi mogao ugroziti sigurnost i integritet SUKAP-a ili njegovu dostupnost Operatoru ili drugim korisnicima.</p> <p>(4) Korisnik je dužan osigurati da svi Korisnici IT platforme posjeduju odgovarajuća stručna znanja potrebna za sigurno i primjereni korištenje SUKAP-a.</p> <p>(5) Korisnik odgovara za podatke koje Korisnik IT platforme unosi u SUKAP.</p> <p>(6) Korisnik je odgovoran za sigurnost vlastite informatičke opreme, informacijskih sustava, mreža i tehnologija te za zaštitu podataka pohranjenih u tim sustavima.</p> <p>(7) Korisnik ima pravo na korisničku podršku Operatora u slučaju poteškoća u pristupu i/ili korištenju SUKAP-a.</p> <p>(8) Korisnik je dužan pravovremeno Operatoru prijaviti svaku poteškoću prilikom pristupa i/ili korištenja SUKAP-a, a osobito ako je onemogućen pristup SUKAP-u ili korištenje pojedine funkcionalnosti SUKAP-a.</p>	<p><b>RIGHTS AND OBLIGATIONS OF THE USER AND IT PLATFORM USER</b></p> <p>Article 8</p> <p>(1) The User may use SUKAP solely for the purpose for access was granted for, i.e., to execute the rights and obligations of the role access was granted for, pursuant to the Network Code and other applicable regulations.</p> <p>(2) The IT platform User shall use SUKAP in accordance with this Contract, Network Code and other applicable regulations and professional standards and practice.</p> <p>(3) The IT platform User must not take actions that could endanger the security and integrity of SUKAP or its availability to the Operator or other users.</p> <p>(4) The User shall ensure that all IT platform Users have the appropriate professional expertise necessary for the safe and appropriate use of SUKAP.</p> <p>(5) The User is responsible for the data entered to SUKAP by the IT Platform User.</p> <p>(6) The User is responsible for the security of its own IT equipment, information systems, networks and technologies and for the protection of the data stored therein.</p> <p>(7) The User is entitled to customer support from the Operator in case of difficulties in accessing and/or using SUKAP.</p> <p>(8) The User shall report any difficulties in accessing and/or using SUKAP to the Operator in a timely manner, especially if access to SUKAP or the use of a certain SUKAP functionality is disabled.</p>
<p><b>PRAVA I OBVEZE OPERATORA</b></p>	<p><b>RIGHTS AND OBLIGATIONS OF THE OPERATOR</b></p>

<p><b>Članak 9.</b></p> <p>(1) Operator poduzima sve razumne mjere za osiguranje sigurnog i neometanog pristupa SUKAP-u te povjerljivosti i dostupnosti podataka koji se prikupljaju, pohranjuju i ili obrađuju putem SUKAP-a.</p> <p>(2) Operator održava i razvija SUKAP u skladu s poslovnim potrebama, razvojem tehnologije, regulatornim promjenama i zahtjevima nacionalnog regulatornog tijela te svojim ekonomskim mogućnostima.</p> <p>(3) Operator ima pravo uvoditi promjene i nadogradnje u SUKAP. Operator će pravovremeno obavijestiti Korisnika o svakoj izmjeni SUKAP-a koja utječe na njegova korisnička prava i na odgovarajući način prilagoditi Korisničke upute.</p> <p>(4) Operator će Korisniku omogućiti pristup Korisničkim uputama i drugoj dokumentaciji koja je Korisniku potrebna za sigurno i primjerenog korištenje SUKAP-a.</p>	<p><b>Article 9</b></p> <p>(1) The Operator shall take all reasonable measures to ensure a safe and undisturbed access to SUKAP and the confidentiality and availability of data collected, stored and/or processed in SUKAP.</p> <p>(2) The Operator shall maintain and develop SUKAP according to business needs, technology development, regulatory changes and requirements of the national regulatory body and its economic capabilities.</p> <p>(3) The Operator has the right to introduce changes and upgrades to SUKAP. The Operator shall notify the User of any changes to SUKAP affecting its user rights in a timely manner and shall adjust the User Manual accordingly.</p> <p>(4) The Operator shall provide the User with access to the User Manual and other necessary documentation for the safe and appropriate use of SUKAP.</p>
<p><b>POVJERLJIVOST PODATAKA</b></p> <p><b>Članak 10.</b></p> <p>(1) Ugovorne strane suglasno utvrđuju da se podaci koje prikupljaju, obrađuju i ili pohranjuju u SUKAP-u te podaci iz ovog Ugovora i u vezi s ovim Ugovorom smatraju poslovnom tajnom i da se kao takvi neće otkrivati ili učiniti dostupnima trećim stranama bez prethodnog odobrenja druge strane, niti koristiti u svrhe koje prelaze okvire izvršenja Ugovora, odnosno zakonskih obaveza.</p> <p>(2) Ugovorna strana koja je neovlašteno učinila dostupnim podatak iz stavka 1. ovog članka, odgovorna je drugoj strani za time pretrpljenu štetu.</p> <p>(3) Iznimno od stavka 1. ovog članka, prethodna pisana suglasnost druge Ugovorne strane neće biti potrebna u slučaju kad Ugovorna strana otkriva podatak iz stavka 1. ovog članka:</p> <ul style="list-style-type: none"> <li>a) drugom energetskom subjektu koji je zakonom ovlašten tražiti, odnosno dobiti takve podatke; ili</li> <li>b) povezanom društvu u smislu zakona kojim se uređuju trgovačka društva, pod uvjetom da osigura da se povjerljivi podaci čuvaju u tajnosti, ili</li> <li>c) tijelu državne uprave, tijelu jedinice lokalne ili područne (regionalne) samouprave, regulatornom tijelu ili drugoj pravnoj osobi s</li> </ul>	<p><b>DATA CONFIDENTIALITY</b></p> <p><b>Article 10</b></p> <p>(1) The Parties agree that data collected, processed and/or stored in SUKAP and information in this Contract and in connection with this Contract are considered business secret and as such will not be disclosed or made available to third parties without prior consent of the other Party, nor used for purposes exceeding the scope of the execution of the Contract, i.e. legal obligations.</p> <p>(2) The Party that made the information referred to in para. (1) available without authorisation, shall be liable to the other Party for the damage incurred.</p> <p>(3) Notwithstanding para. (1) of this Article, prior written consent of the other Party is not required if the Party discloses the information referred to in para. (1) of this Article to:</p> <ul style="list-style-type: none"> <li>a) another energy entity authorized by law to request or obtain such information; or</li> <li>b) an affiliated company in terms of the Companies Act, provided it ensures that confidential information is kept confidential; or</li> <li>c) a state authority, a local or regional government body, a regulatory body or another legal entity with public authority, authorized by law to request such information; or</li> <li>d) the extent necessary pursuant to applicable laws and bylaws, at the request of a court or other</li> </ul>

<p>javnim ovlastima, koja je zakonom ovlaštena tražiti takve podatke; ili</p> <p>d) u mjeri u kojoj je potrebno sukladno važećim zakonima i podzakonskim propisima, na zahtjev suda ili drugog tijela u upravnom, sudskom ili sličnom postupku; ili</p> <p>e) povezanom operatoru transportnog sustava, pod uvjetom da će koristiti razumne napore kako bi osigurala da se podaci čuvaju u tajnosti.</p> <p>(4) Obveza čuvanja povjerljivosti podataka iz stavka 1. ovog članka ne odnosi se na:</p> <ul style="list-style-type: none"> <li>a) informacije koje su u trenutku izlaganja Ugovornoj strani, već bile javno objavljene ili su na drugi način postale dostupne javnosti,</li> <li>b) informacije koje su nakon izlaganja Ugovornoj strani, objavljene ili su učinjene dostupnima javnosti na neki drugi način, ali ne radnjom ili propustom Ugovorne strane koja ih je primila.</li> </ul> <p>(5) Ugovorne strane obvezuju se da će sa svim osobним podacima s kojima stupe u kontakt prilikom provedbe ovog Ugovora postupati u skladu s važećim propisima iz područja zaštite osobnih podataka te obrađivati iste samo u opsegu nužnom za izvršavanje svojih prava i obveza.</p> <p>(6) Obveza čuvanja povjerljivosti podataka ostaje na snazi nakon raskida, odnosno prestanka ovog Ugovora.</p>	<p>body in administrative, judicial or similar proceedings; or</p> <p>e) a connected transmission system operator, provided it makes reasonable efforts to ensure the data is kept confidential.</p> <p>(4) Confidentiality obligations referred to in para. (1) of this Article shall not apply to:</p> <ul style="list-style-type: none"> <li>a) information already published or otherwise made available to the public at the time of disclosure to the Party</li> <li>b) information published or made available to the public in other way and not by the activity or omission of the receiving Party, after disclosure to the Party,</li> </ul> <p>(5) The Contracting Parties undertake to treat all personal information they come across during the execution of this Contract, according to applicable regulations on personal data protection, and process it only to the extent necessary to exercise their rights and obligations.</p> <p>(6) Confidentiality obligations remain in force after the termination or cessation of this Contract.</p>
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## TERMINATION OF USER RIGHTS

### Article 11

- (1) The Operator has the right to terminate the user rights of the IT Platform User if the IT Platform User uses the granted user rights contrary to this Contract, and in particular if he:
  - a) shares the username and password with third parties,
  - b) makes confidential information available to third parties without authorisation,
  - c) uses the user rights contrary to the purpose they were granted for or
  - d) uses the user rights in such a way to compromise the security, integrity and availability of SUKAP.
- (2) The Operator has the right to terminate the granted user rights if the User fails to fulfil or is late in fulfilling any one of the obligations under this Contract, and in particular, if it:
  - a) has not ensured technical and other conditions for safe and undisturbed access to SUKAP,
  - b) fails to provide complete, accurate and updated information on IT Platform Users, or

<ul style="list-style-type: none"> <li>a) nije osigurao tehničke i druge uvjete za siguran i neometan pristup SUKAP-u,</li> <li>b) ne dostavi potpune, točne i ažurne podatke o Korisnicima IT platforme, ili</li> <li>c) povjerljive informacije neovlašteno učini dostupnima trećim osobama</li> </ul>	<ul style="list-style-type: none"> <li>c) makes confidential information available to third parties without authorisation.</li> </ul>
<b>RASKID UGOVORA</b>	
<p style="text-align: center;">Članak 12.</p>	
<ul style="list-style-type: none"> <li>(1) Ugovorne strane imaju pravo u bilo kojem trenutku sporazumno raskinuti ovaj Ugovor. Raskid Ugovora mora biti sastavljen u pisanom obliku.</li> <li>(2) Svaka Ugovorna strana ima pravo jednostrano raskinuti ovaj Ugovor putem pisane obavijesti o raskidu, upućene drugoj strani preporučenom pošiljkom s povratnicom, u slučaju da druga Ugovorna strana, u bilo kojem pogledu, ne ispunjava bilo koju od svojih obveza po ovom Ugovoru i takav propust nije ispravljen unutar 15 (petnaest) dana nakon primitka pisane obavijesti o propustu ispunjenja ugovorene obveze.</li> <li>(3) U slučaju iz stavka 2. ovog članka, smatra se da je Ugovor raskinut s prvim idućim danom nakon isteka naknadnog roka za ispunjenje.</li> <li>(4) Iznimno, Operator ima pravo jednostrano raskinuti Ugovor bez ostavljanja naknadnog roka za ispunjenje u sljedećim slučajevima: <ul style="list-style-type: none"> <li>a) ako je Korisniku privremeno ili trajno oduzeta dozvola za obavljanje energetske djelatnosti</li> <li>b) ako Korisnik nije osigurao tehničke i druge preduvjete za siguran i neometan pristup i korištenje SUKAP-a</li> <li>c) ako je Korisnik i/ili Korisnik IT platforme koristio dodijeljena korisnička prava na način koji ugrožava sigurnost, integritet i dostupnost SUKAP-a</li> <li>d) ako je Korisnik i/ili Korisnik IT platforme u Ugovoru dao netočne ili neistinite izjave i jamstva</li> <li>e) ako je Korisnik i/ili Korisnik IT platforme neovlašteno dijelio korisničko ime i lozinku trećim osobama</li> <li>f) ako je Korisnik i/ili Korisnik IT platforme neovlašteno povjerljive podatke učinio dostupnima trećim osobama.</li> </ul> </li> </ul>	<p style="text-align: center;"><b>CONTRACT TERMINATION</b></p> <p style="text-align: center;">Article 12</p> <ul style="list-style-type: none"> <li>(1) The Parties have the right to terminate this Contract by mutual consent at any time. Termination of the Contract must be in writing.</li> <li>(2) Each Party has the right to unilaterally terminate this Contract by written notice of termination to the other Party, sent by registered mail with a return receipt, in case the other Party fails to fulfil any one of its obligations under this Contract in any respect, and if such defect is not corrected within 15 (fifteen) days after the receipt of the written notice on failure to fulfil the contractual obligation.</li> <li>(3) In the case referred to in para. (2) of this Article, the Contract shall be deemed terminated on the first day following the expiry of the subsequent fulfilment deadline.</li> <li>(4) Exceptionally, the Operator has the right to unilaterally terminate the Contract without leaving a subsequent fulfilment deadline in the following cases: <ul style="list-style-type: none"> <li>a) if the User's license for performing energy activity has been temporarily or permanently revoked;</li> <li>b) if the User has not ensured technical and other preconditions for safe and undisturbed access and use of SUKAP;</li> <li>c) if the User and/or the IT platform User has used the granted user rights in such a way to compromise the security, integrity and availability of SUKAP;</li> <li>d) if the User and/or the IT platform User provided incorrect or false statements and warranties in the Contract;</li> <li>e) if the User and/or the IT platform User shared the username and password with third parties without authorisation;</li> <li>f) if the User and/or the IT platform User made confidential information available to third parties without authorisation .</li> </ul> </li> <li>(5) In the event of Contract termination, the Operator has the right, to terminate the granted user rights, without special notice.</li> </ul>

<p>(5) U slučaju raskida Ugovora, Operator ima pravo, bez posebne obavijesti, ukinuti dodijeljena korisnička prava.</p> <p>(6) U slučaju raskida Ugovora, Ugovorne strane imaju pravo na naknadu štete sukladno članku 13. ovog Ugovora.</p>	<p>(6) In the event of Contract termination, the Parties shall be entitled to compensation pursuant to Article 13 of this Contract.</p>
<p><b>ODGOVORNOST ZA ŠTETU</b></p> <p>Članak 13.</p> <p>(1) Operator odgovara za štetu koja nastane kao posljedica namjere ili krajnje nepažnje.</p> <p>(2) Operator odgovara u skladu sa stavkom 1. ovog članka samo za običnu štetu.</p> <p>(3) Operator ne odgovara za štetu koja je nastala kao posljedica kvara na SUKAP-u ili na povezanim informacijskim sustavima, uključujući informacijske sustave kojima ne upravlja Operator (npr. informacijski sustavi drugih korisnika, trgovinska platforma operatora tržišta plina, aukcijske platforme i sl.), kao ni za štetu koja je nastala kao posljedica radnji drugih korisnika ili trećih osoba ili događaja izvan kontrole Operatora, uključujući primjerice, ali ne isključivo:</p> <ul style="list-style-type: none"> <li>a) kibernetičke i hakerske napade</li> <li>b) viruse i zloćudne softvere</li> <li>c) pogreške u softveru</li> <li>d) prekide u internetskoj vezi, drugim komunikacijskim vezama ili opskrbni električnom energijom.</li> </ul> <p>(4) Korisnik odgovara za svu štetu koja nastane Operatoru, uključujući štetu na povezanim informacijskim sustavima kao i štetu koja nastane drugim korisnicima zbog pristupa i/ili korištenja SUKAP-a protivno ovom Ugovoru, Mrežnim pravilima i drugim primjenjivim propisima i pravilima struke, a osobito zbog:</p> <ul style="list-style-type: none"> <li>a) nepravilnog ili nestručnog korištenja SUKAP-a</li> <li>b) neovlaštenog korištenja korisničkih prava ili korištenja protivno svrsi za koju su dodijeljena</li> <li>c) neovlaštenog otkrivanja korisničkog imena i lozinke Korisnika IT platforme i/ili</li> <li>d) neovlaštenog otkrivanja povjerljivih podataka iz članka 11. ovog Ugovora.</li> </ul>	<p><b>LIABILITY FOR DAMAGES</b></p> <p>Article 13</p> <p>(1) The Operator shall be liable for damage resulting from intent or gross negligence.</p> <p>(2) The Operator shall be liable pursuant to para. (1) of this Article solely for actual damages.</p> <p>(3) The Operator shall not be liable for damages resulting from a failure of SUKAP or connected information systems, including information systems not operated by the Operator (e.g. information systems of other users, trading platform of the gas market operator, auction platforms, etc.), nor for damages resulting from the actions of other users or third parties or events beyond the control of the Operator, including for example, but not limited to:</p> <ul style="list-style-type: none"> <li>a) cyber and hacker attacks</li> <li>b) viruses and malware</li> <li>c) software errors</li> <li>d) interruptions of the Internet connection, other communication connections or electricity supply.</li> </ul> <p>(4) The User shall be liable for all damages incurred to the Operator, including damage to connected information systems as well as damage incurred to other users due to access and/or use of SUKAP contrary to this Contract, Network Code and other applicable regulations and professional rules, particularly due to:</p> <ul style="list-style-type: none"> <li>a) improper or unprofessional use of SUKAP;</li> <li>b) unauthorized use of user rights or use contrary to the purpose they were granted for;</li> <li>c) unauthorized disclosure of the username and password of the IT Platform User and/or</li> <li>d) unauthorized disclosure of confidential information referred to in Article 11 of this Contract.</li> </ul> <p>(5) If the damages referred to in para. 84) of this Article incurred due to the fault of the IT Platform User, the User and the IT Platform User shall be jointly and severally liable for the damages.</p> <p>(6) The User is liable for all damages incurred to the Operator, including damages to connected</p>

<p>(5) Ako je šteta iz stavka 4. ovog članka nastala krivnjom Korisnika IT platforme, za štetu solidarno odgovaraju Korisnik i Korisnik IT platforme.</p> <p>(6) Korisnik odgovara za svu štetu koja nastane Operatoru, uključujući štetu na povezanim informacijskim sustavima, kao i štetu koja nastane drugim korisnicima zbog toga što nije osigurao odgovarajući razinu zaštite i sigurnosti vlastite informatičke opreme, informacijskih sustava, mreža i tehnologija putem kojih se povezuje sa SUKAP-om.</p>	<p>information systems, as well as damage incurred to other users due to failure to ensure an adequate level of protection and security of its own IT equipment, information systems, networks and technologies it is connects to SUKAP through.</p>
<p><b>VIŠA SILA</b></p>	<p><b>FORCE MAJEURE</b></p>
<p>Članak 14.</p> <p>(1) U pogledu uređenja odgovornosti između Ugovornih strana u slučajevima više sile, na odgovarajući način primjenjuju se odredbe Zakona o energiji i Zakona o obveznim odnosima.</p> <p>(2) U slučaju nastupa više sile, Ugovorna strana pogodena višom silom mora bez odlaganja obavijestiti drugu Ugovornu stranu o nastupu okolnosti za koje smatra da predstavlja višu силу i o koracima koje poduzima radi ublažavanja, odnosno otklanjanja posljedica više sile.</p> <p>(3) Ako zbog više sile zakašnjenje u ispunjenju, odnosno nemogućnost ispunjenja ugovornih obveza jedne strane traje dulje od 30 (trideset) dana uzastopno, Ugovorne strane će, čim je prije moguće, pristupiti pregovorima kako bi pronašle rješenje prihvatljivo objema Ugovornim stranama.</p> <p>(4) Ako Ugovorne strane ne postignu dogovor u roku od 15 (petnaest) dana od dana pristupanja pregovorima iz stavka 4. ovog članka, svaka strana ima pravo jednostrano raskinuti ovaj Ugovor unutar daljnje roka od 15 (petnaest) dana, na način propisan člankom 12. Ugovora bez ostavljanja naknadnog roka za ispunjenje.</p>	<p><b>Article 14</b></p> <p>(1) With regards to the regulation of liability between the Parties in cases of Force Majeure, the provisions of the Energy Act and the Civil Obligations Act apply accordingly.</p> <p>(2) In the event of Force Majeure, the Party affected by Force Majeure must inform the other Party without delay of the occurrence of circumstances it considers to be Force Majeure and of the steps it is taking to mitigate or eliminate the consequences of Force Majeure.</p> <p>(3) If due to Force Majeure the delay in fulfilment or inability to fulfil contractual obligations of one Party lasts longer than 30 (thirty) consecutive days, the Parties shall, as soon as possible, enter into negotiations to find a solution acceptable to both Parties.</p> <p>(4) If the Parties do not reach an agreement within 15 (fifteen) days from the date of entering negotiations referred to in para. (4) of this Article, each Party has the right to unilaterally terminate this Contract within a further period of 15 (fifteen) days, in the manner stipulated in Article 12 of the Contract, without leaving a subsequent fulfilment deadline.</p>
<p><b>PROMJENA PROPISA</b></p>	<p><b>CHANGE OF REGULATIONS</b></p>
<p>Članak 15.</p> <p>(1) U smislu ovog Ugovora, promjena propisa smatra se promjena i/ili donošenje novih zakona, podzakonskih akata te sudske i upravne prakse koja regulira predmet ovog Ugovora te prava i obveze Ugovornih strana.</p>	<p><b>Article 15</b></p> <p>(1) In terms of this Contract, a change in regulations is considered a change and/or adoption of new laws, bylaws as well as judicial and administrative practice governing the subject matter of this Contract and the rights and obligations of the Parties.</p> <p>(2) The Parties agree that changes in regulations do not constitute changed circumstances in terms of the Civil Obligations Act.</p>
	<p><b>COMMUNICATION AND DATA EXCHANGE</b></p>
	<p><b>Article 16</b></p>

<p>(2) Ugovorne strane su suglasne da promjene propisa ne predstavljaju promijenjene okolnosti u smislu Zakona o obveznim odnosima</p> <p><b>KOMUNIKACIJA I RAZMJENA PODATAKA</b></p> <p>Članak 16.</p> <p>(1) Za potrebe pisane i usmene komunikacije i razmjene podataka u vezi s izvršenjem ovog Ugovora ili u vezi s pristupom i korištenjem SUKAP-a, Ugovorne strane utvrđuju sljedeće kontakte:</p> <p>Za Operatora:</p> <p>PLINACRO d.o.o. Savska cesta 88 a 10 000 Zagreb Služba komercijalnog upravljanja Telefon: +385 99 26 33 120 E-pošta: transport@plinacro.hr</p> <p>Za Korisnika:</p> <p>[naziv] [ulica i kućni broj] [poštanski broj i grad] N/r: [funkcija i/ili ime i prezime] Telefon: [pozivni broj / broj telefona] E-pošta: [adresa elektroničke pošte]</p> <p>(2) Dostava svih obavijesti i drugih priopćenja između Operatora i Korisnika obavljat će se primarno elektroničkom poštom ili u ostalim slučajevima pisanim putem preporučenom pošiljkom s povratnicom, putem kurirske službe ili na ruke. Dostava se obavlja na adrese i brojeve telefona naznačene u Ugovoru.</p> <p>(3) Smarat će se da je dostava uredno izvršena:</p> <ul style="list-style-type: none"> <li>a) ako se dostava obavlja putem elektroničke pošte: na dan kad je na e-adresu pošiljatelja stigla potvrda o uspješnoj isporuci elektroničke pošte. Ako takva potvrda primitka stigne nakon 16:00 sati bilo kojeg dana, obavijest će se smatrati primljenom u 8:00 sati idućeg radnog dana nakon dana primitka potvrde;</li> <li>b) ako se dostava obavlja na ruke: na datum naznačen na obavijesti ili drugom priopćenju uz potpis adresata iz Ugovora, kojim on potvrđuje primitak (uručenje) pošiljke;</li> <li>c) ako se dostava obavlja poštom ili kurirskom službom: protekom dva radna dana od dana predaje pismena pošti ili kurirskoj službi.</li> </ul>	<p>(1) For the purpose of written and oral communication and information exchange related to the execution of this Contract or regarding access to and use of SUKAP, the Parties determine the following contacts:</p> <p>For the Operator:</p> <p>PLINACRO d.o.o. Savska cesta 88 a 10 000 Zagreb Commercial Management Department Phone: +385 99 26 33 120 E-address: transport@plinacro.hr</p> <p>For the User:</p> <p>[name] [street and house number] [postal code and town] Attn: [position and/or name and surname] Phone: [area code / phone number] E-address: [e-mail address]</p> <p>(2) Delivery of all notices and other communication between the Operator and the User shall be carried out primarily by e-mail or in other cases in writing by registered mail with a return receipt, by courier service or by hand delivery. Delivery is made to the addresses and telephone numbers indicated in the Contract.</p> <p>(3) Delivery shall be deemed duly effected:</p> <ul style="list-style-type: none"> <li>a) if the delivery is made by e-mail: on the day the sender receives the delivery confirmation e-mail to his e-mail address. If such delivery confirmation arrives after 16:00 on any day, the notification shall be deemed to have been received at 8:00 on the next working day following the date of receipt of the confirmation;</li> <li>b) if delivery is made by hand: on the date indicated on the notice or other communication alongside the signature of the addressee under the Contract, confirming the receipt (delivery) of the letter;</li> <li>c) if delivery is made by post or courier service: with the expiry of two working days from the day of the delivery of the letter to the post office or courier service.</li> </ul> <p>(4) Communication between 16:00 on any day until 08:00 on the next working day, as well as operational communication during the declaration of crisis and other extraordinary circumstances, may take place orally, with mandatory subsequent submission of a</p>
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| <p>(4) Komunikacija u vremenu od 16:00 sati bilo kojeg dana do 08:00 sati sljedećeg radnog dana, kao i operativna komunikacija tijekom proglašenja kriznog stanja te drugih izvanrednih okolnosti, može se odvijati usmenim putem, uz obveznu naknadnu dostavu pisanih dokumenta, kojeg će Ugovorne strane dostaviti i/ili uzajamno razmijeniti u najkraćem roku.</p> <p>(5) Ugovorne strane imaju pravo promijeniti kontakte iz stavka 1. ovog članka, o čemu su dužne prethodno obavijestiti drugu Ugovornu stranu.</p> | <p>written document, provided for and/or exchanged by the Parties in shortest possible time.</p> <p>(5) The Parties have the right to change the contact information referred to in para. (1) of this Article, and they shall notify the other Party thereof in advance.</p> |
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## **IZJAVE I JAMSTVA**

Članak 17.

Ugovorne strane izjavljaju i jamče da potpisnici i same Ugovorne strane imaju sve potrebne ovlasti za sklapanje ovog Ugovora, kao i da su potpisnici i druge osobe koje u njihovo ime izdaju bilo kakve naloge, izjave, zahtjeve ili preuzimaju obveze temeljem ili u vezi ovog Ugovora, valjano ovlašteni za poduzimanje takvih radnji te da njihove radnje obvezuju Ugovornu stranu u čije ime postupaju.

## **USTUPANJE UGOVORA ILI PRAVA IZ UGOVORA**

Članak 18.

Niti jedna Ugovorna strana ne može djelomično ili u cijelosti prenijeti ovaj Ugovor, niti ustupiti prava ili obveze iz ovog Ugovora bez prethodnog pisanih pristanka druge Ugovorne strane.

## **NEVALJANOST POJEDINIH ODREDBI UGOVORA**

Članak 19.

- (1) U slučaju da je pojedina odredba Ugovora utvrđena ništetnom ili poništена, to neće utjecati na valjanost ostalih odredbi Ugovora, koje ostaju na snazi.
- (2) Ugovorne strane su suglasne da će u slučaju iz stavka 1. ovog članka, pristupiti pregovorima u dobroj vjeri kako bi nevaljanu odredbu Ugovora zamijenile, u mjeri u kojoj je to moguće, novom odredbom koja je valjana i provediva te odražava stvarne namjere Ugovornih strana.

## **IZMJENE I DOPUNE UGOVORA**

Članak 20.

## **DECLARATIONS AND WARRANTIES**

Article 17

The Parties declare and warrant that the signatories and the Parties themselves have all necessary authorisations to conclude this Contract, as well as that the signatories and other persons issuing any orders, statements, requests or commitments under or in connection to this Contract, are duly authorized to take such actions and their actions are binding to the Party on whose behalf they are acting.

## **ASSIGNMENT OF THE CONTRACT OR RIGHTS UNDER THE CONTRACT**

Article 18

Neither Party may assign, in whole or in part, this Contract, or assign the rights or obligations under this Contract without prior written consent of the other Party.

## **INVALIDITY OF CERTAIN PROVISIONS OF THE CONTRACT**

Article 19

- (1) If a provision of the Contract is established to be null or void, this shall not affect the validity of other Contract provisions, which remain in force.
- (2) The Parties agree that in the case referred to in para. (1) of this Article, they shall enter into negotiations in good faith to replace the invalid Contract provision, to the extent possible, with a new provision, valid and enforceable and reflecting the actual intentions of the Parties.

## **AMENDMENTS TO THE CONTRACT**

Article 20

All amendments to this Contract shall be valid only if made in writing and signed by authorised representatives and if the amendments are in compliance with the obligations and authorisations of the Parties and other applicable laws and regulations.

Sve izmjene i dopune ovog Ugovora bit će valjane isključivo ako su sačinjene u pisanom obliku i potpisane od ovlaštenih predstavnika te ako su izmjene i dopune u skladu s obvezama i ovlaštenjima Ugovornih strana te s ostalim važećim zakonima i propisima.

## RJEŠAVANJE SPOROVA I MJERODAVNO PRAVO

### Članak 21.

- (1) Ugovorne strane suglasne su da će sve eventualne sporove koji proizlaze iz ili se odnose na Ugovor, uključujući sporove koji se odnose na njegovo tumačenje, povrede, valjanost ili prestanak, pokušati riješiti mirnim putem.
- (2) U slučaju da se spor ne uspije riješiti mirnim putem u roku 30 (trideset) dana od dana kada je jedna Ugovorna strana zaprimila pisanu izjavu druge Ugovorne strane u kojoj je objašnjen spor, osporavanje i/ili zahtjev, Ugovorne strane suglasno ugovaraju isključivu nadležnost suda u Zagrebu.
- (3) Za Ugovor je mjerodavno hrvatsko pravo.

## ZAVRŠNE ODREDBE

### Članak 22.

- (1) Ovaj Ugovor sklapa se na neodređeno vrijeme.
- (2) Ovaj Ugovor je sklopljen i stupa na snagu danom njegova potpisa od ovlaštenih predstavnika obje Ugovorne strane.

### Članak 23.

Ovaj Ugovor sastavljen je u 2 (dva) istovjetna primjerka, po 1 (jedan) za svaku Ugovornu stranu.

### Za Operatora:

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[Ime i prezime]

[funkcija]

### Za Korisnika:

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[Ime i prezime]

[funkcija]

## DISPUTE SETTLEMENT AND GOVERNING LAW

### Article 21

- (1) The Parties agree to try to settle amicably any possible dispute arising out of or relating to the Contract, including disputes relating to its interpretation, breach, validity or termination.
- (2) If the dispute is not settled amicably within 30 (thirty) days from the date on which one Party received a written statement from the other Party explaining the dispute, complaint and/or request, the Parties agree on the exclusive jurisdiction of the court in Zagreb.
- (3) The Contract is governed by Croatian law.

## FINAL PROVISIONS

### Article 22

- (1) This Contract is concluded for an indefinite period.
- (2) This Contract is concluded and enters into force on the day of its signing by authorised representatives of both Parties.

### Article 23

This Contract is made in 2 (two) identical copies, 1 (one) for each Party.

### For the Operator:

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[name and surname]

[position]

### For the User:

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[name and surname]

[position]

