

**AGREEMENT ON COMBINED ELECTRICITY SUPPLY NO. [●]**

This AGREEMENT ON COMBINED ELECTRICITY SUPPLY ("Agreement") is concluded pursuant to the Act No. 251/2012 Coll., on Energy and on amendment and supplement to certain laws, as amended ("Energy Act"), an order of the government No. 317/2007 Coll., which provides the rules of operation of the electricity market, as amended, a decree of the Regulatory Office for Network Industries ("Office") No. 24/2013 Coll., which provides the rules of operation of the internal electricity market and the rules of operation of the internal gas market, as amended ("Market Rules"), of the Operational Order of Relevant Local Distribution System Operator ("OODS") and pursuant to the Act No. 513/1991 Coll., Commercial Code, as amended ("Commercial Code") between:

Trade name: **EUROPA SC a. s.**  
Seat: Na Troskách 25/14180, 974 01 Banská Bystrica  
BIN: 36 712 167  
TID: 2022296969  
VAT ID.: SK2022296969  
Registration: Commercial Register of the District Court Banská Bystrica, section: Sa, file No. 937/S  
Bank connection: Československá obchodná banka, a.s.  
Account No.: SK98 7500 1752 8100 2564 9543  
Represented by: *Pavel Křen, Chairman of the Board*  
*Róbert Sninčák, Member of the Board*  
*Michaela Canecká/Ing. Iveta Hrudková, by Power of Attorney*  
*Ing. Iveta Hrudková*

Identification data of the worker negotiating the agreement:

("Supplier");

and

Trade name: [ ]  
Seat: [ ]  
BIN: [ ]  
TID: [ ]  
VAT ID: [ ]  
Registration: Commercial Register of the District [ ], section: [ ], file No. [ ]  
Bank connection: [ ]  
Account No.: [ ]  
Represented by: [ ]

("Customer");

(the Supplier and Customer hereinafter each as a "Party" and jointly as the "Parties").

**1. SUBJECT-MATTER OF THE AGREEMENT**

- 1.1 The subject-matter of the performance under this is Supplier's obligation to supply electricity to the Customer at the place, in quantity, on time and under the terms and conditions agreed in this Agreement. The place of the performance is an offtake point of the Customer, listed in detail in Section 2.2.
- 1.2 The subject-matter of the performance hereunder is also the provision of electricity distribution to the Customer to the below specified offtake points, taking into consideration the amount of a reserved capacity determined for the entire shopping Center EUROPA SHOPPING Center Banská Bystrica ("Center").
- 1.3 The Supplier undertakes to assume an obligation for the Customer to offtake electricity from the power system under Section 13 (6) of the Market Rules, i.e., to assume balance responsibility for the Customer.
- 1.4 Further, the subject-matter of the performance hereunder is an obligation of the Customer to pay duly and on time for the performance being provided by the Supplier in the amount specified in Section 6.1 or 6.2 and pay the price for distribution, system and other services according to a valid price decision of the Office, as specified below in Section 6.
- 1.5 The Supplier represents that it conducts business based on permission No. 2007E 0246 for the distribution and supply of electricity issued by the Office. The Supplier represents that it supplies the electricity to vulnerable customers on the basis of a relevant price decision issued to the Supplier, if the relevant laws require such a price decision at the time of delivery to vulnerable customers ("Price Decision"). The current version of the Price Decision is published on the Supplier's website at <http://www.europasc.sk/> ("ESC Website").
- 1.6 The Parties acknowledge that this Agreement is executed in accordance with the Agreement on the Lease of Non-residential Premises made between the Supplier, as lessor, and the Customer, as lessee, dated [●] ("Lease Agreement") and its requirement that the Customer in the position of lessee shall reimburse its own operating costs.

**2. ELECTRICITY SUPPLY, PLANNING AND ASSESSMENT OF THE ELECTRICITY SUPPLY**

- 2.1 The electricity supply under this Agreement shall be fulfilled upon a transmission of electricity from a local distribution system ("LDS") at the offtake points specified in Section 2.2. The place of delivery and acceptance of electricity, at which point a transfer of title occurs, is an electrometer and electricity which has passed through the electrometer shall be considered as supplied and offtaken electricity.

2.2 Technical specification of the offtake point:

Offtake point: **[name of the business]**  
EIC code: **[24ZESCBB●]**  
type and number of electrometer: **[●]**  
estimate annual consumption: **[●]**  
address / placement of the offtake point: **EUROPA SC, Na Troskách 25, Banská Bystrica, unit No. [●]**  
type of measurement: **Non-continuous**  
manner of connection: **Circuit-breaker 40 A**

voltage level: NN

- 2.3 The electricity supply to the offtake point of the Customer shall commence on [a]. The status of the relevant measuring facility shall be as of this moment recorded in a written protocol which shall be signed by the representatives of both Parties.
- 2.4 The Customer acknowledges that the Supplier is also operator of the LDS in the Center and owner of relevant measuring facility.

### 3. ELECTRICITY DISTRIBUTION

- 3.1 In this Agreement the Supplier agrees to ensure for the Customer, upon the fulfilment of the terms and conditions hereof, the electricity distribution for individual offtake points, taking into consideration the total amount of the reserved capacity determined for the entire Center.
- 3.2 The Supplier provides the electricity distribution based on and in accordance with the relevant laws, implementing regulations and the OODS approved by the Office, which are the summary of fundamental principles and procedures for a solution of selected issues of the operation and development of the LDS. The OODS also deals with the determination of rights and obligations of individual users of the given networks. Upon approval by the Office, the OODS shall become binding to all engaged parties. The OODS is published at ESC Website. The Customer represents that he has acquainted with the OODS in a wording valid and effective as of the execution hereof.
- 3.3 The Customer undertakes to provide to the Supplier complete technical and operational information about its offtake facilities necessary to electricity distribution.

### 4. OBLIGATIONS OF THE CUSTOMER IN ELECTRICITY SUPPLY AND DISTRIBUTION

- 4.1 The Customer agrees, for the purpose of determination, whether the Customer falls under the regime of a small enterprise according to the Price Decision (section General Conditions of Electricity Supply for Vulnerable Electricity Customers – Small Enterprises), to provide the Supplier with necessary cooperation.
- 4.2 The Supplier shall determine end-customers who are considered to be a small enterprise for year t, on the basis of information on their consumption history for year t-2, which it has at its disposal in the performance of its business. Since the Supplier does not have the information whether the Supplier is an electricity supplier to all Customer's offtake points in year t-2, the Customer undertakes to notify the Supplier within ten days of the conclusion of this Agreement that:
  - 4.2.1 the Customer offtook electricity in calendar year t-2 also in offtake points other than in the offtake point under Section 2.2;
  - 4.2.2 if the Customer offtook electricity in calendar year t-2 also in offtake points other than in the offtake point under Section 2.2; The Customer shall notify the Supplier of the amount of electricity consumed in the calendar year t-2 at these offtake points, including tax documents proving these facts.
- 4.3 Demonstration of the above mentioned facts by the Customer to the Supplier is a condition for allocation of rate and price for the electricity supply to a small enterprise for the year t. Until above mentioned facts are proven, the Supplier is not obliged to consider the Customer as a small enterprise. In the case of unjustifiably allocated rate and price for electricity supply to a small enterprise for year t, the Supplier is entitled to withdraw this rate from the Customer and to invoice him the consumption at the relevant rate applicable to electricity customers other than households except small enterprises.
- 4.4 The Customer shall notify the Supplier by 15 January of each year of the electricity consumption for the calendar year t-2 at the Customer's offtake points other than the offtake point under Section 2.2, including tax documents proving these facts.
- 4.5 The Customer shall execute the notices pursuant to Section 4.2 and 4.4 in writing by e-mail sent to the Supplier's e-mail addresses specified in Section 10.1 with the subject „*ročná spotreba nájomcu*“; the Customer is also entitled to deliver tax documents in another reliable manner approved by the Supplier.
- 4.6 If the Customer breaches any of its obligations under Section 4, it undertakes to compensate the Supplier for all damages and to compensate for any penalties and sanctions imposed in connection with the breach of the Price Decision and the price regulation and all related costs, including legal representation costs.
- 4.7 The Customer agrees not to exceed the allowable limits of disturbing impacts of its offtake facility on a distribution network facility and the quality of electricity pursuant to applicable standards. In case of any excess thereof and the Customer fails to take corrective measures, the relevant LDS operator shall be entitled to interrupt the electricity supply.
- 4.8 The Customer shall design, install and maintain its electrical offtake facilities and appliances in accordance with technical standards, in particular STN EN 50160, and with instructions from manufactures of the appliances. The Customer shall also protect its electrical facilities and appliances against any impacts which it is possible to expect at LDS and which the relevant LDS operator cannot affect, in particular, against any transient overvoltage between conductors and the ground, under voltage, asymmetry of voltages and higher harmonic voltage of network signals.

### 5. MEASUREMENT OF THE ELECTRICITY SUPPLY

- 5.1 The Supplier, in position of LDS operator, shall ensure the measurement of electricity supplies on the monthly basis, as of the last day of a month, under the relevant legal regulations. The Supplier shall ensure, at its costs, maintenance and regular inspection of the correctness of measurement. Verification of the meters shall be subject to Decree of the Office for Office for Standards, Metrology and Testing of the Slovak Republic No. 210/2000 Coll., as amended.
- 5.2 The LDS operator shall inform the Customer in writing of the date of a scheduled exchange of the determined meter at least 15 days in advance; this shall not apply if the Customer agrees with later notification of the date of a scheduled exchange of the determined meter; in any non-scheduled exchange of the determined meter it shall notify the electricity Customer of the term of an exchange of the determined meter without delay. The reasons for an exchange of the determined meter shall be in particular (i) an exchange prior termination of the validity of verification, (ii) a request for testing and (iii) a breakdown. A supplemental manner of the determination of quantity of the supplied electricity in case of a breakdown of the determined meter or outside of the determined term to take a meter reading shall be governed by provisions of the OODS.

### 6. PRICE OF ELECTRICITY

- 6.1 If the Customer is a small enterprise according to the criteria specified in the Price Decision, the price for the electricity supply (commodity) shall be equal to the maximum price according to the Price Decision at the rate relevant for the Customer's consumption and it is published on ESC Website.
- 6.2 If the Customer is not a small enterprise according to the criteria specified in the Price Decision, the price for the electricity supply (commodity) shall be equal to the price stated in the notice published on ESC Website. The Supplier shall be entitled to unilaterally change the price for the supply of electricity by publishing a notice on the ESC Website during the year, even with retroactive effect, however with effect not earlier than from the first day of the calendar month in which the notice was dated.
- 6.3 In the case of a change in the price regulation of electricity supply for small enterprises from the maximum price for electricity supply to a fixed price for electricity supply, the price for electricity supply shall be governed by the relevant Price Decision.

- 6.4 If the electricity supply for small enterprises is exempted from the price regulation or if its price ceases to be determined or approved by the Office, the price of supply shall be governed by Section 6.2.
- 6.5 A payment for electricity distribution and other regulated services represents at each time the price determined or approved by a valid price decision of the Office on the price for access to the LDS and electricity distribution and other regulated payments, including a tariff for losses in the electricity distribution, tariffs for network operation and tariffs for network services, which are stipulated as fixed by the relevant price decision of the Office with the understanding that the Parties may not agree on other prices. If at the time of the effectiveness hereof the price decisions of the Office from which the provisions hereof on the price of performance are changed, such decision shall prevail over such provisions hereof and the Supplier shall also charge such prices. The Customer has been notified of such procedure, if any, has no objections towards it and agrees to reimburse to the Supplier the price of the performance in accordance with the relevant legal regulations and decisions of the Office.
- 6.6 Value added tax pursuant to the relevant law shall be added to the prices stipulated in Section 6.
- 6.7 The Supplier shall further charge the Customer the excise tax on electricity or other similar tax applicable to the subject-matter of the performance hereunder.
- 6.8 In the event of the introduction of new charges or new taxes by the relevant public authorities which are connected to the performance hereunder, the Supplier shall be entitled to demand from the Customer the payment thereof and the Customer agrees to pay such charges. The Supplier shall also be entitled to demand from the Customer a payment of increased costs which affect the price and which shall be introduced by the Office or decisions of public authorities and which the Supplier will not be able to affect.
- 6.9 The Customer may obtain information about the price of electricity at the web site of the Office, <http://www.urso.gov.sk/> under the heading "Stock-exchange prices of electricity and gas" and under the heading "Electricity Sector – Price decisions issued for the years 2017-2021". The Customer may obtain information about the structure of the electricity price from the Energy Act and Act No. 250/2012 Coll. on Regulation in Network Industries, as amended.

## 7. PAYMENT TERMS

- 7.1 The Supplier shall invoice for the supplied electricity, distribution services and other pertaining payments hereunder by a tax document – invoice for each calendar month ("Billing Period"), based on the results of measurements of the actually supplied electricity. A tax document – invoice, shall be issued in arrears, at each time not later than on the 15<sup>th</sup> day of a calendar month following the end of the Billing Period, to which the billing pertains. A day of the consummation of a taxable transaction is the last day of the Billing Period. The maturity of invoices shall be **14 days** from the date of issuance of an invoice by the Supplier. If the maturity date falls to a public or bank holiday, the maturity date shall be the nearest business day.
- 7.2 In case of delay with the reimbursement of any payable receivable hereunder, the Supplier shall be entitled to charge the Customer a contractual default interest in the amount of 0.05% from an outstanding amount daily. The right of the Supplier to demand the compensation for pertaining damage or other rights of the Supplier hereunder or the relevant legal regulations shall not be affected thereby.
- 7.3 In case of a failure to settle invoices by the Customer, any of its further offtake of electricity shall be deemed, under the Energy Act, an unauthorized offtake and the Supplier may, upon prior call of the Customer, interrupt the electricity supply to the offtake point of the Customer. In case of a substantial breach of the Agreement, the Supplier, in the position of LDS operator in the Center, is entitled to interrupt or restrict the electricity distribution for the necessary time, if the Customer does not remove such breach within three days of delivery of the Supplier's call. The Customer shall, prior to a re-connection, reimburse an outstanding amount or remove the breach and reimburse to the Supplier costs pertaining to the re-connection for the re-connection. The electricity supply and distribution services shall be repeatedly renewed promptly after the Customer pays, in a manner which can be proven, the outstanding amount with which it is in delay, or removes the breach.
- 7.4 The Customer agrees to make all payments hereunder in the form of a bank transfer to the account number of the Supplier first above written, in application of the variable symbol corresponding to the number of an issued invoice, unless the Supplier notifies in writing other bank connection to make payments by the Customer hereunder. A payment shall be deemed effected at the time it is credited to the account of the Supplier.
- 7.5 The address of the Customer for forwarding invoices is: .
- 7.6 The Customer hereby grants consent that the Supplier forward or make invoices available electronically. The Supplier shall deliver an electronic invoice to the Customer via an electronic mail to the e-mail address  or such other e-mail address of the Customer of which the Customer notifies the Supplier in writing not less than seven (7) business days prior to dispatch of the relevant electronic invoice. The Customer shall ensure access to such email address for the entire term hereof. No password is required to open an electronic invoice. The Customer confirms that (i) it is aware of the responsibility for the protection of data contained in an electronic invoice against an access of third persons and (ii) the Supplier shall not be liable for damage caused to the Customer by the access of unauthorized persons to the data contained in an electronic invoice forwarded to the email address of the Customer. The Supplier shall not be liable for any damage, loss or incompleteness of the data contained in an electronic invoice if the damage, loss or incompleteness were caused for the reason of a breakdown in communication as part of the Internet network on the side of the Customer. The Supplier shall not be liable for any damage occurred as the result of a low-quality connection of the Customer to the Internet network, as a result of breakdowns on a communication route to the Customer, as well as a consequence of any other impossibility of the Customer to ensure necessary access to the Internet. An electronic invoice shall be deemed delivered and its contents notified to the Customer on the day, on which the Supplier forwards an electronic invoice to the Customer through an e-mail to the e-mail address of the Customer specified above.

## 8. LIMITATION AND INTERRUPTION OF THE ELECTRICITY SUPPLY, SUPPLIER OF THE LAST INSTANCE

- 8.1 By limitation or interruption of the distribution of electricity ("Outage") in cases provided for in legal regulations, in particular under Section 31 (1)(e) of the Energy Act and in force majeure events and by limitation or interruption of the electricity supply in force majeure events the Customer shall not become entitled to the compensation of incurred damage (including a lost profit) towards the Supplier.
- 8.2 The Supplier shall notify the Customer in writing of the commencement of any scheduled Outage and scheduled duration of the Outage, not less than 15 days prior to the commencement of the Outage, if the Outage has occurred on the side of the Supplier, and not less than 10 days prior to the scheduled commencement of the Outage in other cases. In the cases listed in Section 8, in which it is not possible to schedule the Outage even in the making of professional care of the Supplier, the Supplier shall notify the Customer of the Outage in writing, if the Customer requires such notification from the Supplier in writing and if such Outage has lasted for more than 4 hours.
- 8.3 In cases specified in the Energy Act there may be an application of the institute of a supply in the regime of supplier of last resort, which is governed by the Energy Act Market Rules and OODS. The supplier of last resort is a supplier determined by the Office. The task of the supplier of last resort is to ensure the continuity of supplies, if the Supplier is no longer capable of supplying electricity, or a process of the change in supplier will be halted, and at the same time as of the day of the interruption of electricity supplies the Customer does not have a supply of electricity ensured in other manner. An LDS operator shall notify consumers of this institute of the supplier of last resort in writing, including electronic communication, promptly upon discovery that conditions for a supply in the last resort regime have been fulfilled. A supply in the last resort regime shall last for not more than 3 months. A supply of electricity in the last resort regime shall be governed by applicable general terms and conditions, published at the web site of the supplier of last resort.

## 9. CONSENT TO ENSURE ELECTRICITY DISTRIBUTION

The Customer hereby authorizes the Supplier to ensure, on its behalf, the electricity distribution to the offtake point hereunder from the relevant LDS operator, under the terms and conditions specified in the relevant decisions of the Office, the OODS and conditions for the provision of distribution prescribed by the OODS. The Customer agrees to provide to the Supplier the required assistance inevitable to ensure the electricity distribution from the relevant distribution network operator. If the Customer fails to provide the required assistance to the Supplier to ensure the electricity distribution, the Supplier shall not be obliged to ensure the electricity distribution hereunder to the Customer.

## 10. COMMUNICATION

### 10.1 Contact persons:

	Persons authorized in contractual matters:	Persons authorized in technical and operational matters:
- for Supplier:	<p><b>name:</b> Michaela Čanecká <b>address:</b> EUROPA SC Na Troskách 25, 974 01 Banská Bystrica <b>e-mail:</b> michaela.canecka@cbre.com <b>phone:</b> +421.48.413.2052 <b>fax:</b> +421.48.411.2217</p>	<p><b>name:</b> Ing. Iveta Hrudková <b>address:</b> EUROPA SC Na Troskách 25, 974 01 Banská Bystrica <b>e-mail:</b> iveta.hrudkova@cbre.com <b>phone:</b> +421.48.413.2052 <b>fax:</b> +421.48.411.2217</p>
- for Customer:	<p><b>name:</b> [●] <b>address:</b> [●] <b>e-mail:</b> [●] <b>phone:</b> [●] <b>fax:</b> [●]</p>	<p><b>name:</b> [●] <b>address:</b> [●] <b>e-mail:</b> [●] <b>phone:</b> [●] <b>fax:</b> [●]</p>

10.2 Any notice under or in connection with this Agreement must be in writing and must be delivered to the other Party to the address set out in Section 10.1 or to other address, to the attention of a person or facsimile number which the relevant Party notifies to the other Party not less than seven (7) days prior to the dispatch of such notice, in writing and in the Slovak language in one of the following manners:

- (a) in person;
- (b) via registered mail;
- (c) via courier; or
- (d) facsimile or electronic mail.

If there is no evidence of earlier delivery, notice shall be deemed to have been delivered: (i) if delivered personally, upon leaving the same at the address specified in Section 10.1; (ii) if sent by courier or registered mail by intra-state mail in the Slovak Republic or by international mail, upon its delivery via registered mail or courier to the address of the other Party. The delivery date shall also be deemed to be the day when a receiving Party refuses to accept the delivered communication or notice without a proper reason, or on the day when a deposit period to collect a consignment at a post office has expired, or on the day on which the note "the addressee has moved out", "the addressee is unknown", or the note with a similar meaning was demonstrably marked by a post employee on the consignment delivered to the Party, provided that such note is true.

10.3 The Parties agree that except for (i) a notice regarding the sale of an enterprise or assets transfer of the Customer to a third person, (ii) a notice on the commencement of any bankruptcy, restructuring or distress proceedings, (iii) notices pertaining to the establishment, change, termination or invalidity of the contractual relationship hereunder or the establishment, change and the extinguishment of rights and obligations of the Customer or the Supplier arising out of this Agreement, and (iv) a request for the compensation of damage or a request for any financial performance, any notices may only be delivered via facsimile or electronic mail. The Supplier's right to forward or make invoices available to the Customer via an e-mail under Section 7.6 shall not be affected thereby.

## 11. WARRANTY CLAIMS

- 11.1 In case of the occurrence of any errors in the billing of electricity by an incorrect reading, by the application of an incorrect constant, by the application of an incorrect tariff, multiply errors and so forth, the Customer and the Supplier shall be entitled to a settlement of incorrectly billed amounts.
- 11.2 The Parties agree on the written form of a warranty claim with unambiguous designation "Warranty Claim".
- 11.3 A warranty claim shall not entitle the damaged person not to settle an invoice.
- 11.4 A Party to which a warranty claim was forwarded shall notify the other Party of the result of a warranty claim within 30 days from the day on which it has received the warranty claim.
- 11.5 In case that a result of settlement of the warranty claim is a credit note or a debit note, an obliged Party shall make a payment within the maturity date as agreed for invoices in Section 7.
- 11.6 All other requisites and procedures in a warranty claim shall be governed by applicable legal regulations and the OODS.
- 11.7 The Supplier shall comply with quality standards, to register, evaluate and publish data on quality standards in accordance with Decree of the Office No. 275/2012 Coll., which provides for the quality standards of the electricity transmission, electricity distribution and electricity supplies. If the Supplier fails to meet the quality standards of electricity and such a failure has occurred in a manner which can be proven, it shall make a compensation payment to the Customer. In respect to the manner and amount of the compensation for a failure to comply with the agreed quality of the supplied electricity and a supply of pertaining services, the Supplier shall proceed in accordance with the quality standards of electricity. The assessment of quality standards shall be published by the Supplier at its ESC Website.

## 12. PROTECTION OF CONFIDENTIAL INFORMATION AND TRADE OR OTHER SECRET

The Parties agree to protect and not to disclose, in the implementation hereof, to third persons any confidential information and facts forming a business secret ("Confidential Information"). As the Confidential Information for the purposes hereof shall be deemed such information and facts which are not generally and publicly known and which by the publication thereof may cause a damaging consequence to any Party or which any Party has designated as confidential. Unless this relates to a case when a Party is obliged to do so by the virtue of law or based on other generally binding legal regulations, the Confidential Information may only be provided to third persons with written consent of the affected Party. The affected Party shall grant such consent without undue delay, if necessary for the implementation hereof and if a third person at the same time provides sufficient guarantees that the Confidential Information will not be disclosed. Pursuant to this provision, designated employees of the Parties authorized to receive the Confidential Information in connection with this Agreement shall not be deemed third persons. The obligation of the protection under this Article hereof shall not apply to a controlled and controlling person of each of the Parties under Section 66a of the Commercial Code.

### 13. LIABILITY FOR DAMAGE, FORCE MAJEURE AND CONTRACTUAL PENALTIES

- 13.1 If a Party violates any obligations hereunder, the damaged Party shall be entitled to the compensation of damage, the occurrence of which may be proven.
- 13.2 The damaged Party shall notify the other Party of the occurrence of damage without undue delay after it has learned about the occurrence of damage or could have learned about it. The damaged Party shall assert a claim for the compensation of damage in writing within 30 days after it has learned about the occurrence of damage or could have learned about it. Part of the assertion of the claim under this Section must be: (i) an enumeration of the occurred damage together with specification of the calculation, (ii) justification of the claim with specification of decisive facts, (iii) documents proving decisive facts and (iv) other prerequisites required by the relevant legal regulations effective at the time of assertion of the claim.
- 13.3 The other Party shall be entitled to call upon the damaged Party for the provision of other documents proving the reason of an occurrence and amount of the damage, which may be reasonably demanded from it, within a period of 10 days upon delivery of such a call.
- 13.4 If the Parties fail to reach agreement on the extent and amount of the compensation for damage within 30 days from the due assertion of the claim under Section 13.2 or from the provision of other documents under Section 13.3, any Party shall be entitled to appeal to the relevant court pursuant Section 15.5.
- 13.5 If an aggrieved Party fails to assert its claim to the compensation for damage in accordance with Section 13.2 or fails to provide other documents under Section 13.3, a claim for the compensation of damage shall extinguish.
- 13.6 None of the Parties shall be liable for a failure to meet any from among its contractual obligations hereunder as a result of events having the nature of force majeure. For the purposes hereof, the Parties shall deem force majeure to be such extraordinary and unavoidable event which is not dependent upon a will of the Parties, these may not affect it in any manner or forecast it, not including an error or negligence, and to which the relevant Party itself could have not prevented in any manner in the making of all standard care. Such event may be deemed for example a war, act of terrorism, blockage, sabotage, fire of great extent, natural disaster, decision of public authorities, amendments to legal regulations, emergency situations under Section 20 of the Energy Act and so forth. Force majeure as a liberation reason on the side of the Supplier shall also be any circumstances independent on the Supplier, occurring with the electricity generator or anywhere in transmission or distributions systems, preventing the Supplier to fully or partially perform the obligation to supply to the Customer electricity in accordance with this Agreement.
- 13.7 A Party referring to a force majeure event shall promptly notify the other Party of the occurrence of force majeure and its circumstances by the notification in accordance with Section 10.2 (d). The other Party shall inform in the same manner about the termination of a force majeure event and if requested so, shall submit reliable evidence on the existence of such fact.
- 13.8 In case of the Outage due to a fault of the Supplier, the Customer shall be entitled to demand from the Supplier a contractual penalty in the amount of EUR 50 for each, also a commenced day of the Outage, and if the Outage lasts for more than 24 hours, the Customer shall not be entitled to demand contractual penalties exceeding in total EUR 1,000 for a period of six consecutive calendar months, regardless of a number or duration of the Outages.
- 13.9 The Customer shall not be entitled to demand the compensation for damage and contractual penalties towards the Supplier as a result of the violation of any obligations hereunder or the Energy Act in aggregate exceeding EUR 2,000, regardless of the term hereof or other provision hereof. The Customer shall not be entitled to demand from the Supplier the compensation of any lost profit. In accordance with Section 379 of the Commercial Code, the Parties acknowledge that the amount of the compensation for damage and contractual penalties listed in the first sentence of this Section corresponds to maximum damage which the Parties at the time of the execution hereof, as a possible consequence of the violation of a duty of the Supplier, have forecasted or which it could have been possible to forecast having regard to the facts which the Parties knew at the time of the execution hereof or should have known in the making of standard care.
- 13.10 The Parties represent that both contractual and non-contractual claims of the Customer towards the Supplier, as an LDS operator, pertaining to LDS operation, are included in this Article 13.

### 14. TERMINATION OF THE AGREEMENT

- 14.1 A fixed-term agreement expires upon expiry of the period for which it is concluded. An agreement of indefinite duration may be terminated at any time by giving termination with one month's notice. The Agreement may also be terminated by a written agreement of the Parties.
- 14.2 Without prejudice to the provisions of Section 14.1, the Agreement may be terminated in writing without giving any reason by either Party at the end of the calendar year. The termination of Agreement must be delivered to the other Party at least three months before the end of the calendar year. If the Customer terminates the Agreement and wishes to continue using the distribution services and other system services provided by the Supplier, the termination will not take effect unless the Customer concludes with the Supplier an appropriate electricity distribution agreement, in which the Parties agree that the Supplier will provide the electricity distribution service and others related services in its LDS. At the same time, the Customer must also meet the conditions for changing the supplier of electricity referred to in Section 17 (9-11) of the Energy Act.
- 14.3 Without prejudice to the provisions of Sections 14.1 and 14.2, if the lease of Lease Agreement is terminated, or if the Customer ceases to be a party to the Lease Agreement, this Agreement shall be terminated unless the Parties agree otherwise.
- 14.4 In case of a material violation of contractual obligations from the side of the Customer or the Supplier, an affected Party shall be entitled to withdraw from the Agreement. As a material violation of contractual obligations shall, in accordance with Section 345 of the Commercial Code, be deemed:
- (a) any delay of the Customer with payment of the price for the performance under Article 6 hereof;
  - (b) disallowing an access to a metering equipment from the side of the Customer to the Supplier for the purpose to carry out inspection, reading, maintenance or exchange, even after a written request of the Supplier delivered to the Customer with provision of a reasonable period for remedy;
  - (c) the commencement of bankruptcy or restructuring proceedings over assets of the Customer or the Supplier; or
  - (d) unjust limitation or interruption of a supply or distribution of electricity from the side of the Supplier.

A withdrawal shall be effective upon delivery of a written withdrawal notice of a Party to the other Party or by a later day specified in a withdrawal notice. The Parties have agreed for a case of the withdrawal from the Agreement under Section 14.4 (a) differently from the provision of Section 345 of the Commercial Code that the Supplier shall be entitled to withdraw from the Agreement for a material violation of the Agreement by the Customer, and the Supplier shall not be obliged to notify the Customer without undue delay of a withdrawal from the Agreement after it has learned about such violation, but at any time after a violation of the obligation of the Customer specified in Section 14.4 (a) has occurred.

### 15. FINAL PROVISIONS

- 15.1 Both Parties acknowledge that in the performance hereof and in all matters not provided for by this Agreement, valid legal regulations of the Slovak Republic shall apply, in particular the Commercial Code, the Energy Act, decrees of the Office, the OODS and valid price decisions.
- 15.2 The Customer agrees to the processing of provided data in the information system of the Supplier.
- 15.3 Should any of the provisions of the Agreement become invalid or unenforceable, such invalidity or unenforceability shall have no consequences on the validity and enforceability of remaining provisions hereof. The Parties in such a case agree to replace such invalid or unenforceable provision with a new

provision which will be valid and enforceable and the subject-matter of which corresponds most to the subject-matter and purpose of the original provision.

- 15.4 Any disputes between the Supplier and the Customer based on the Agreement shall be preferably resolved by agreement of the Parties. The Customer shall be entitled to submit to the Office the extra-judicial settlement of a dispute with the Supplier, if a warranty claim proceeding has been held in respect to the subject-matter of a dispute and the Customer disagrees to a result of the warranty claim or to a manner of the settlement thereof; the option to appeal to the court under Section 15.5 hereof shall not be affected thereby. The Customer shall deliver a motion to commence an extra-judicial settlement without undue delay, not later than 45 days upon delivery of the settlement of a warranty claim. A motion to commence the extra-judicial settlement of a dispute shall contain the name and seat of the Customer, the name and seat of the Supplier, the subject-matter of a dispute, justification of a disagreement to the result of a warranty claim or to the manner of the settlement of a warranty claim and the designation what the Customer is seeking.
- 15.5 The Agreement shall be governed by laws of the Slovak Republic. Any disputes from this Agreement or in connection therewith, including any questions related to the existence, breach, interpretation, validity or termination thereof, will be referred to the Arbitration Court of the Slovak Chamber of Commerce in Bratislava under its fundamental internal legal regulations. The place of the arbitration proceedings shall be Bratislava and Slovak will be the language of arbitration proceedings. The arbitration senate will compose of three arbitrators. The Supplier shall appoint one arbitrator, the Customer shall appoint a second arbitrator and the arbitrators appointed in this manner shall subsequently appoint the presiding arbitrator. If the appointed arbitrators fail to appoint the presiding arbitrator within 30 days upon their appointment, such person shall be appointed by the chairman of the Arbitration Court of the Slovak Chamber of Commerce from a list of arbitrators active in this court. The Parties shall submit to a ruling of this court. Its ruling shall be binding on the parties.
- 15.6 This Agreement shall become valid upon execution by both Parties.
- 15.7 This Agreement shall be executed for a **definite period** of time which is consistent to the lease term under the Lease Agreement.
- 15.8 If the Customer is a small enterprise according to the criteria set out in the Price Decision, the integral part hereof is Annex 1 – General terms and conditions for a supply of electricity in the provision of a universal service for small enterprises approved by the Office on May 5, 2014 under No. 0030/2014/E-OP (“**General Terms and Conditions**”).
- 15.9 References to an Article, Section or Annex shall be construed as a reference to that specified Article, Section or Annex of this Agreement.
- 15.10 This Agreement may only be amended or supplemented by gradually numbered written amendments signed by the authorized representatives of the Parties.
- 15.11 The Agreement is prepared in two (2) counterparts, each with validity of the original, out of which each Party shall receive one (1) counterpart.
- 15.12 The Parties declare that they have become acquainted with the contents hereof, that the Agreement was not executed under manifestly disadvantageous conditions but based on their true and free will, and, in witness thereof, they attached their signatures hereto.

In Banská Bystrica, on [●]

**Supplier**

In [●] on [●]

**Customer**

\_\_\_\_\_  
[●name]  
[●title]

\_\_\_\_\_  
[●name]  
[●title]