

## COMBINED ELECTRICITY SUPPLY AGREEMENT

This combined electricity supply agreement is concluded pursuant to the Sec. 269 (2) of the Act No 513/1991 Coll., the Commercial Code, as amended, by and between:

Business name: Lindner Immo Slovakia s.r.o.  
Registered office: Galvániho street no. 15B, 821 04 Bratislava  
Registered with: the Commercial Register of the District Court of Bratislava I,  
section: Sro, file no.: 39017/B,  
Company Id. No.: 35 973 901  
VAT No.: SK20 2211 2202  
Bank: Oberbank AG, branch of a foreign bank in Slovakia,  
IBAN: SK53 8370 0000 0023 0138 8589  
Represented by: Ing. Silvia Vančová, acting on the basis of a power of attorney

(hereinafter referred to as the “**Supplier**“)

Business name:  
Registered office:  
Registered with:  
Company Id. No.:  
VAT No.:  
Bank: .....  
IBAN: .....  
Represented by: .....

(hereinafter referred to as the “**Customer**“)

(the Supplier and the Customer hereinafter independently referred to as the “**Contracting Party**” or together as the “**Contracting Parties**”).

CONSIDERING THAT:

- A) The Supplier shall be entitled to supply electricity to the Customer’s off-take points through its own local distribution system (hereinafter referred to as the “LDS”) on the basis of a permit granted by the Regulatory Office for Network Industries (hereinafter referred to as the “**RONI**”): subject of business: electricity, scope of business: electricity distribution and electricity supply, permit number: 2021E 0722, as amended.
- B) The Customer and the company Galvániho 3 s.r.o. have concluded the Agreement on the lease of non-residential premises dated ....., the subject-matter of which is the lease of non-residential premises in the GBC 3 building, on the basis of which a lease agreement was concluded on ..... (hereinafter referred to as the “**Lease Agreement**“).

THE CONTRACTING PARTIES HEREBY CONCLUDE the following Combined Electricity Supply Agreement (hereinafter referred to as the “**Agreement**“):

### 1. Agreement subject-matter

- 1.1 The subject-matter of this Agreement is the obligation of the Supplier to ensure the supply and distribution of electricity and other distribution services to the Customer’s off-take points located within the subject of the lease under the Lease Agreement, for the duration of this Agreement and under the conditions specified in this Agreement, LDS Operating Rules approved by RONI and the Supplier’s Business Conditions (hereinafter referred to as the “**BC**”). The Customer declares that it has read through these documents prior entering into this Agreement. The place of performance shall be the

Customer's off-take points, which are specified in more detail in the Article 2 of this Agreement. The Supplier undertakes to assume responsibility for the Customer's deviation for the duration of this Agreement.

- 1.2 The Customer undertakes to take electricity in accordance with the terms of this Agreement and to pay the price under this Agreement in a proper and timely manner for the taken electricity, distribution and other services.

**2. Off-take point specification**

- 2.1 The off-take points are located within the GBC 3 building, in the premises that are the subject-matter of the lease according to the Lease Agreement.

- 2.2 Off-take point specification:

Off-take point	Premises designation	Measuring device number	EIC	Expected consumption (in kWh/year)	Maximum reserved connection capacity (in A)	Voltage level
1.						NN

**3. Price and payment conditions**

- 3.1 The Contracting Parties hereby agree on the price for the supply of power electricity under this Agreement as follows:

period: calendar year ....., single tariff = ..... EUR / MWh + VAT in current rates according to the relevant legal regulations. The price list is published at <https://lindner-immo-slovakia.sk>

- 3.2 The Supplier may change the price for the electricity supply for each subsequent period, while it may also change the length of the period and determine it differently than the calendar year. Acceptance of the change by the Customer shall be performed in accordance with the BC.
- 3.3 In addition to the price for the electricity supply, the Customer shall be obliged to pay the Supplier the price for the electricity distribution. The price for electricity distribution and other regulated services shall always represent the price determined or approved by the valid RONI price decision on the price for access to the local distribution system and electricity distribution and any other regulated payments, which are set as fixed by the relevant RONI price decision, providing that the Contracting Parties may agree on other prices. If during the term of this Agreement the price decisions of RONI, on which the provisions of this Agreement on the price of performance are based, are changed, such decision shall take precedence over these provisions of this Agreement and the Supplier shall be obliged to charge at these prices. The Customer shall be acquainted with this possible procedure, shall have no objections to it and undertakes to pay the Supplier the price of performance in accordance with the relevant legal regulations and decisions of RONI.
- 3.4 The Supplier shall carry out settlement of the supplied electricity, distribution services and other related payments under this Agreement with an invoice for each calendar month (hereinafter referred to as the "Invoice Period"), based on the results of measuring the actually supplied electricity. The invoice shall be issued in advance, always no later than on 15<sup>th</sup> day of the calendar month following the end of the Invoice Period to which the settlement relates. The day of supply shall be the day of issuing the invoice in accordance with the Sec. 19 (3)(c) of the Act No 222/2004 Coll., on Value Added Tax, as amended. The maturity of invoices shall be 14 days from the date of issue of the invoice by the Supplier.
- 3.5 Performance of any monetary obligations under this Agreement shall be carried out exclusively by transfer or deposit to the bank account of the Contracting Party indicated on the invoice or otherwise notified to the other Contracting Party.

#### **4. Agreement duration**

- 4.1 The Agreement is concluded for a definite period of time in the same duration as the lease period under the Lease Agreement.
- 4.2 The Supplier shall start supplying electricity to the Customer's off-take points on the day of the protocol takeover by the Customer of the relevant premises, which are the subject of the lease according to the Lease Agreement, but not earlier than on.....
- 4.3 The condition for the validity of this Agreement shall be the duration of the lease under the Lease Agreement. In the event that the lease period under the Lease Agreement is extended by an amendment for another period, the validity of this Agreement shall be automatically extended by the same period.

#### **5. Electricity supply and distribution conditions, Contracting Parties rights and obligations**

- 5.1 Through this Agreement, the Supplier undertakes to provide the Customer with the distribution of electricity for individual off-take points after fulfilling the conditions of this Agreement.
- 5.2 Electricity distribution shall be provided by the Supplier on the basis of and in accordance with relevant laws, implementing legal regulations, BCs and Operating rules of the distribution system operator approved by RONI (hereinafter referred to as the "**ORDSO**"), which are a summary of basic rules and procedures for solving selected problems of operation and development of local distribution system. ORDSO also deals with setting the rights and obligations of individual users of the system. After approval by RONI, the ORDSO becomes a binding document for all parties involved. BC and ORDSO are available on the Supplier's website. The Customer declares that he has become acquainted with the ORDSO in the wording valid and effective as of the date of signing this Agreement.
- 5.3 The Supplier shall be entitled to request from the Customer technical data on electrical equipment and appliances that are supplied from the Customer's off-take point, and the Customer shall be obliged to submit the required data without undue delay.
- 5.4 The Customer shall be obliged to keep the electrical equipment used at the off-take point in a condition that meets the technical requirements and shall be liable for any damage caused by poor technical condition of the electrical equipment and appliances operated by the Customer.
- 5.5 The Customer shall be obliged to notify the Supplier of the change of any data specified in this Agreement without an undue delay, but no later than within 7 days from the date of the change thereof.
- 5.6 The Supplier shall be entitled to (transfer) assign to a third party any right (receivable) from the Customer arising from this Agreement and by signing this Agreement, the Customer gives the Supplier consent to any such future transfer (assignment) of rights (receivables).
- 5.7 A breach on the part of the Customer resulting in the termination of this Agreement, or a breach on the part of the Customer as a tenant, resulting in the termination of the Lease Agreement, establishes the Supplier's right to a contractual penalty in the amount corresponding to the product (i) of the price for the electricity supply valid in the period, in which termination of validity of this Agreement has occurred, and (ii) the number of untaken kWh from the reserved capacity (estimated consumption) pursuant to the Article 2 (2.2) above, determined for the period in which the termination of validity of the Agreement has occurred. The Supplier's right to compensation for damages in excess of the contractual penalty shall be preserved.
- 5.8 The Customer shall be entitled to assign to a third party any claim under the Contract or to transfer any right or obligation under the Contract (including in connection with the sale of the company) only with the prior written consent of the Supplier.
- 5.9 The Customer shall not be entitled to withhold any payments to the Supplier in respect of any of its claims or receivables, nor to set off any of its claims or receivables against any receivables or claims

of the Supplier against the Customer arising out of this Agreement, even after the termination of the Agreement from any reason.

## **6. Agreement termination and withdrawal**

- 6.1 In the event that this Agreement is to terminate by a termination or a withdrawal, and at the same time the lease under the Lease Agreement is to continue after such termination of this Agreement, then (regardless of whether there was termination or withdrawal from this Agreement):
- a) the Customer shall be obliged to conclude with another supplier an electricity supply agreement or a combined electricity supply agreement within the period until the end of the calendar month following the month in which the termination or withdrawal was delivered to the other Contracting Party so as to ensure a continuous electricity supply to the Customer, so as to ensure a continuous electricity supply to the off-take point specified in the Article 2 of the Agreement, whereby the Customer acknowledges that the condition for the electricity supply to the Customer's off-take point by another supplier shall be the conclusion of a framework agreement on access to the LDS between the Supplier and the selected other supplier; if the Supplier so requests, the Customer shall be obliged to submit to it without undue delay an electricity supply agreement or a combined electricity supply agreement concluded with another supplier;
  - b) during the period set for the Customer in the paragraph a) above, but no later than the day immediately preceding the day of change of the electricity supplier, the Supplier undertakes to continue the electricity supply to the Customer's off-take point under the conditions last agreed by the Contracting Parties, and the Customer undertakes to pay the Supplier prices for electricity supply and distribution were last agreed by the Contracting Parties;
  - c) after the expiry of the period set for the Customer in the paragraph a) above until the day immediately preceding the day of change of the electricity supplier, the Supplier shall have the right to continue the electricity supply to the Customer's off-take point under the conditions last agreed by the Contracting Parties, and if the Supplier continues to supply electricity, the Customer undertakes to pay the Supplier the electricity supply and distribution as last agreed by the Contracting Parties; in order to avoid any doubts, the rights of the Supplier, which arise in the event of a breach of the Customer's obligations under the paragraph a) above, shall not be affected in any way.
- 6.2 If, based on changes in generally binding legal regulations or a decision of a public authority, it will no longer be possible to supply electricity in accordance with this Agreement, in which case the Supplier shall not be liable for any damage that would arise to the Customer.
- 6.3 The Contracting Parties have agreed that in the event that: (i) validity of this Agreement is terminated, and, at the same time (ii) the lease under the Lease Agreement continues, and at the same time (iii) the Customer enters into an agreement with another supplier to supply electricity to the off-take point specified in the Article 2 of this Agreement, whose subject-matter will not be the provision of distribution and distribution services, then all provisions of this Agreement, BC, LDS Operating Rules and LDS Technical Conditions, concerning the provision of electricity distribution to the Customer's off-take point and related distribution services, in particular but not limited to, the relevant provisions of the Article 1, Article 3 (3.3), Articles 4 and 5 of this Agreement shall remain in force.
- 6.4 This Agreement shall automatically terminate on the day on which, for any reason, the lease ends according to the Lease Agreement. This Agreement shall automatically terminate even on the day when the permit of the Operator in Electric Power Engineering for the electricity supply expires.

## **7. Final provisions**

- 7.1 The rights and obligations of the Contracting Parties relating to the subject-matter of this Agreement shall be governed by this Agreement, the BC, the LDS Operating Rules, the LDS Technical Conditions and the Slovak system of law. The LDS Operating Rules and the LDS Technical Conditions shall be approved by RONI only in the Slovak language. In case of any discrepancies between the provisions

of this Agreement and the BC, the provisions of the Agreement shall prevail. By signing this Agreement, the Customer confirms that it has fully acquainted itself with the content of the BC, the LDS Operating Rules and the LDS Technical Conditions.

- 7.2 This Agreement may be amended or supplemented only in the form of written amendments signed by both Contracting Parties, unless otherwise stipulated by this Agreement, the BC or the LDS Operating Rules.
- 7.3 If any provision of this Agreement is not valid or enforceable in whole or in part, or subsequently ceases to be valid or enforceable, the other provisions shall not be affected. In such a case, the Contracting Parties undertake to replace, without undue delay, such invalid or unenforceable provision (part thereof) with a valid and enforceable so as to preserve the purpose pursued by the conclusion of this Agreement and the provision in question.
- 7.4 This Agreement shall enter into force on the day of its signing by both Contracting Parties and shall take effect on 1 January..... It is made in two counterparts in the Slovak language, one copy for each Contracting Party.
- 7.5 By signing this Agreement, the Customer expressly consents to the data related to the relationship under this Agreement being stored on the Supplier's data carriers.

Bratislava, the \_\_\_\_\_

Bratislava, the \_\_\_\_\_

\_\_\_\_\_  
Ing. Silvia Vančová, on the basis of a power of attorney .....

Annexes:

- 1. Business Terms and Conditions

<https://lindner-immo-slovakia.sk>