

OFF-TAKE POINT CONNECTION AGREEMENT

This off-take point connection 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 “**Operator**“)

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

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

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

CONSIDERING THAT:

- A) The Operator shall be entitled to operate the 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 Operator 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 (hereinafter referred to as the “**Lease Agreement**“),

THE CONTRACTING PARTIES HEREBY CONCLUDE the following Distribution System Connection Agreement (hereinafter referred to as the “**Agreement**“):

1. Agreement subject-matter

- 1.1. The subject-matter of this Agreement is the commitment of the Operator to provide for connection of the Customer’s off-take points located within the leased property according to, for the duration of this Agreement and under the conditions specified in this Agreement, LDS Operating Rules approved by RONI.

2. Off-take point connection to LDS

- 2.1. The Operator undertakes to provide for the connection of the Customer to the LDS under the conditions set out in this Article 2 and thus enable the electricity supply to the Customer’s off-take points specified in the bellow Article 3 of the Agreement.
- 2.2. The maximum reserved connection capacity (determined by the size of the main circuit breaker in amperes) is set out in the Article 3. The conditions for changing the maximum reserved capacity are regulated by the LDS Operating Rules and the LDS Technical Conditions.
- 2.3. The connection shall be implemented in accordance with the LDS Technical Conditions and the LDS Operating Rules.
- 2.4. Connection voltage level: LV.
- 2.5. Connection to the LDS under this Agreement is carried out free of charge.
- 2.6. The Customer shall be connected to the LDS on the day of the actual takeover of the premises, the lease of which is the subject-matter of the Lease Agreement, at the Customer’s off-take points specified in the bellow Article 3, but not earlier than on
- 2.7. The measurement of electricity supply and consumption shall be ensured in the manner defined in the LDS Technical Conditions.
- 2.8. The Operator shall be obliged to maintain its obligations in accordance with the RONI Decree No 275/2012 Coll., establishing quality standards for electricity transmission, electricity distribution and electricity supply, as amended.

3. Off-take point specification

- 3.1. 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.
- 3.2. Off-take point specification:

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

4. Agreement duration

- 4.1. The Agreement is concluded for an indefinite period.
- 4.2. This Agreement shall automatically terminate on the day when the permit of the Power Engineering for electricity distribution expires.
- 4.3. This Agreement shall automatically terminate on the day on which, for any reason, the lease under the Lease Agreement expires.

5. Final provisions

- 5.1. The rights and obligations of the Contracting Parties concerning the subject-matter of this Agreement shall be governed by this Agreement, 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. By signing this Agreement, the Customer confirms that it has fully acquainted itself with the content of the LDS Operating Rules and the LDS Technical Conditions.

- 5.2. This Agreement may be amended or supplemented only in the form of written amendments signed by both Contracting Parties, unless otherwise provided by this Agreement or the LDS Operating Rules.
- 5.3. 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.
- 5.4. 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.
- 5.5. By signing this Agreement, the Customer expressly consents to the data related to the relationship under this Agreement being stored on the Operator's data carriers.

Bratislava, the _____

Bratislava, the _____

Operator:

Customer:

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

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