

**Framework Distribution Agreement  
(hereinafter referred to as the “Agreement“)**

concluded pursuant to Annex No. 1 to Decree No 207/2023 Coll., laying down the rules for the functioning of the internal electricity market, the mandatory contents of the operating rules of the system operator and the short-term electricity market operator, and the scope of the terms and conditions forming part of the operating rules of the system operator

between the following contracting parties:

the local distribution system operator

Business name: Lindner Immo Slovakia s.r.o.  
Registered office: Galvániho 15B, 821 04 Bratislava  
Registered in: Commercial Register of the Bratislava I District Court, Section File No.: 39017/B,  
  
Company ID No.: 35 973 901  
VAT No.: SK2022112202

Bank details: Oberbank AG, foreign bank branch in the Slovak Republic,  
IBAN: SK 5383700000002301388589  
Represented by: Ing. Silvia Vančová, acting under a power of attorney  
Licence No.: 2021E 0722, issued by the Regulatory Office for Network Industries  
EIC code of market participant type X:

(hereinafter referred to as the “LDS Operator”)

a

electricity supplier

Business name:  
Registered office:  
Represented by:  
Company ID No.:  
Tax No.:  
VAT No.:  
Registration:

Bank details:

Account No.:

Licence No.:  
EIC code of market participant type X:

E-mail address for delivery of invoices and notices:

(hereinafter referred to as the “Electricity Supplier“)

Jointly also referred to as the “Contracting Parties“

## **Article I**

### **Subject Matter of the Agreement**

1. Under this Agreement, the LDS Operator undertakes to ensure the distribution of electricity to the supply points and delivery points connected to the Local Distribution System of the LDS Operator for the Electricity Supplier, which supplies electricity to supply points or purchases electricity from delivery points connected to the Local Distribution System of the LDS Operator on the basis of a Connection Agreement to the Distribution System and a Combined Electricity Supply Agreement.
2. The Electricity Supplier undertakes to pay the LDS Operator duly and on time the charges for access to the Distribution System and for the distribution of electricity in accordance with the decisions of the Regulatory Office for Network Industries, including other charges in accordance with generally binding legal regulations, in respect of all supply points and delivery points to which the Electricity Supplier supplies electricity or from which it purchases electricity under a Combined Electricity Supply Agreement and for which settlement is carried out in the relevant period.

## **Article II**

### **Rights and Obligations of the Local Distribution System Operator**

1. The LDS Operator shall ensure access to the local distribution system and the distribution of electricity for each supply point and delivery point connected to the local distribution system of the LDS Operator pursuant to a Distribution System Connection Agreement, up to the capacity limit represented by the Reserved Capacity, except where circumstances beyond the control of the LDS Operator prevent it from doing so.
2. The ordering and modification of reserved capacity shall be carried out in accordance with the valid price list of the LDS Operator. The LDS Operator shall register the modification in its system and shall send the Electricity Supplier a notice of the modification.
3. The LDS Operator shall carry out meter readings at the supply points and delivery points connected to the local distribution system of the LDS Operator for the purposes of settlement of electricity supply, electricity purchase, electricity distribution and other regulated services.
4. The LDS Operator undertakes, upon the request of the Electricity Supplier, to provide other services related to electricity distribution in accordance with the price list published on the website of the LDS Operator. A system user who has concluded a Combined Electricity Supply Agreement with the Electricity Supplier shall be entitled to request the provision of other services related to electricity distribution from the LDS Operator only through its Electricity Supplier.
5. In the event of unauthorised consumption of electricity at a system user's supply point or unauthorised supply of electricity into the system at a system user's delivery point connected to the local distribution system of the LDS Operator, the Electricity Supplier agrees that the LDS Operator shall be entitled to suspend or discontinue the distribution of electricity to the supply point or delivery point. The LDS Operator shall inform the Electricity Supplier without undue delay of such suspension or discontinuation of distribution.

## **Article III**

### **Rights and Obligations of the electricity Supplier**

1. If a system user consumes electricity in breach of the Combined Electricity Supply Agreement, the Electricity Supplier may request the LDS Operator to suspend distribution to the supply point connected to the local distribution system of the LDS Operator, and the LDS Operator shall carry out such suspension and confirm it to the Electricity Supplier within two working days following the day on which the request for suspension of electricity distribution was received. If a system user supplies electricity in breach of the Combined Electricity Supply Agreement, the Electricity Supplier may request the LDS Operator to suspend distribution to the delivery point connected to the local distribution system of the LDS Operator, and the LDS Operator shall carry out such suspension and confirm it to the Electricity Supplier within two working days following the day on which the request for suspension of electricity distribution was received. If the reasons for the suspension of electricity distribution to the supply point or delivery point connected to the local distribution system of the LDS Operator cease to exist, the Electricity Supplier shall request the restoration of distribution. The LDS Operator shall restore distribution within one working day of receipt of the request from the Electricity Supplier.
2. A system user shall be entitled to report faults and power outages directly to the LDS Operator without the involvement of the Electricity Supplier.
3. The Electricity Supplier shall promptly inform the LDS Operator of any changes to its commercial or technical data; otherwise, the LDS Operator shall be entitled to compensation for any damage incurred as a result of any act or omission of the Electricity Supplier.

## **Article IV**

### **Price and payment Terms**

1. The LDS Operator shall charge the Electricity Supplier the individual regulated charges in accordance with the decisions of the Regulatory Office for Network Industries, including other charges in accordance with generally binding legal regulations. In the event of a change to the price list of the LDS Operator, the LDS Operator shall send the Electricity Supplier the new price list at least 30 days prior to its effective date and shall simultaneously publish it on its website. If less than 30 days elapse between the effective date of the decision of the Regulatory Office for Network Industries and the effective date of the price list approved by the Regulatory Office for Network Industries, this obligation shall be deemed fulfilled if the LDS Operator publishes the approved price list on its website no later than three days after receipt of the decision of the Regulatory Office for Network Industries and informs the electricity suppliers thereof by electronic communication. The LDS Operator shall charge the Electricity Supplier the new prices from the effective date of the amendment to the price list of the LDS Operator.
2. Variable symbols specified on the relevant invoice shall be used in banking transactions. Constant symbols shall be used in accordance with the applicable banking rules.
3. If the Electricity Supplier makes a payment using an incorrect variable, constant or specific symbol, or remits the payment to a bank account of the LDS Operator other than that specified on the invoice, the LDS Operator shall inform the Electricity Supplier thereof without undue delay, and the Electricity Supplier shall remedy the situation no later than 5 days after receipt of such information. For each commenced day of delay in payment of the outstanding amount, the LDS Operator shall be entitled to charge the Electricity Supplier default interest.
4. If the Electricity Supplier is in default with any payment under this Agreement, the LDS Operator shall be entitled to send a reminder notice requesting payment of the outstanding amount. The Electricity Supplier shall pay a fee of EUR 10 for the reminder notice. If the outstanding amount is not paid within the period specified in the reminder notice, which shall not be shorter than seven days, the LDS Operator shall be entitled to terminate this Agreement and proceed in accordance with Section 54 of Decree No. 207/2023 Coll., laying down the rules for the functioning of the internal electricity market, the mandatory contents of the operating rules of the system operator and the short-term electricity market operator, and the scope of the terms and conditions forming part of the operating rules of the system operator.

5. If the Electricity Supplier is late in paying an advance invoice or settlement invoice, where the due date is day D, and the outstanding amount is not credited to the account of the LDS Operator by day D+5 inclusive, the LDS Operator shall terminate this Agreement on the next working day by notice with a notice period of ten days, which shall commence on the day following the day on which the notice is delivered electronically. If the outstanding amount is credited to the account of the LDS Operator no later than four working days prior to the expiry of the notice period, inclusive, the LDS Operator shall withdraw the notice of termination. If the Electricity Supplier fails to settle its obligation within the period specified in the preceding sentence, this Agreement shall terminate upon expiry of the notice period. Four working days prior to the termination of this Agreement, the LDS Operator shall inform the affected market participants and the Regulatory Office for Network Industries of the commencement of the supply of last resort in accordance with Decree No. 207/2023 Coll., laying down the rules for the functioning of the internal electricity market, the mandatory contents of the operating rules of the system operator and the short-term electricity market operator, and the scope of the terms and conditions forming part of the operating rules of the system operator.
6. If, during any consecutive period of 365 days, the LDS Operator serves a notice of termination pursuant to paragraph 5 on the Electricity Supplier repeatedly for the fourth time, the procedure pursuant to paragraph 5 shall apply. If the obligation is not settled within the period specified in the reminder notice, this Agreement shall terminate by withdrawal of the LDS Operator from the Agreement, and the effects of such withdrawal shall take effect on the fifth day following delivery of the notice of withdrawal to the Electricity Supplier. The notice of withdrawal shall be delivered electronically to the Electricity Supplier at the address specified in the heading of this Agreement.
7. The LDS Operator shall send invoices to the Electricity Supplier electronically to the address specified in the heading of this Agreement, unless the Electricity Supplier and the LDS Operator agree otherwise. The decisive date for delivery of an invoice to the Electricity Supplier shall be the date on which the invoice is delivered to the address specified in the heading of this Agreement, or to the registered office entered in the Commercial Register, or to the address last notified in writing by the Electricity Supplier to the LDS Operator.
8. If the due date of an invoice falls on a non-working day or public holiday, the due date shall be the next following working day. The LDS Operator shall be entitled to set off any overpayment against due receivables of the Electricity Supplier arising prior to the invoicing of the overpayment. All payments shall be made by bank transfer. Payment shall mean the crediting of the full invoiced amount to the account of the LDS Operator or the Electricity Supplier.
9. In the event of delay in payment of a due amount, the Contracting Parties may charge default interest in the amount of 0.03% of the outstanding amount for each day of delay.
10. The number of days of delay in the event of late payment shall be calculated from the due date of the obligation until the date of payment.
11. The monthly settlement invoice shall contain settlement for electricity distribution in accordance with the decisions of the Regulatory Office for Network Industries, including other charges in accordance with generally binding legal regulations, for supply points and delivery points connected to the local distribution system of the LDS Operator and to which the Electricity Supplier supplies electricity or from which it purchases electricity under a Combined Electricity Supply Agreement, based on a proper reading of the designated meters.
12. The monthly settlement invoice shall contain the particulars required by special legal regulations.
13. The LDS Operator shall issue the monthly settlement invoice to the Electricity Supplier within the period specified in the Operating Rules of the local distribution system operator. An itemised breakdown of the invoiced items for each individual supply point or delivery point connected to the local distribution system of the LDS Operator, to which the Electricity Supplier supplied electricity or from which it purchased electricity in the relevant month under a Combined Electricity Supply Agreement, shall form an attachment to the invoice.
14. In accordance with the applicable legislation, the LDS Operator shall invoice the levy intended for the payment of the historical debt of the National Nuclear Fund exclusive of VAT.
15. In the event of correction of invoicing data for a previous period, the LDS Operator shall issue a corrective invoice for the relevant month to which the correction relates. An electronic breakdown of the original and corrected invoiced items for each individual supply point or delivery point connected to the local distribution system of the LDS Operator, to which the Electricity Supplier supplies electricity under a Combined Electricity Supply Agreement, shall form an attachment to the corrective invoice.

**Article V**

**Restriction, Suspension or Discontinuation of Distribution to a Supply Point or Delivery Point**

1. The LDS Operator shall be entitled to restrict, suspend or discontinue the distribution of electricity in the cases specified in the applicable legal regulations.
2. The LDS Operator shall publish information regarding any planned restriction or suspension of electricity distribution in the customary local manner and on its website.
3. The Electricity Supplier shall be entitled to request the LDS Operator to suspend or discontinue distribution to supply points or delivery points connected to the local distribution system of the LDS Operator and to which the Electricity Supplier supplies electricity or from which it purchases electricity under a Combined Electricity Supply Agreement. Distribution may be discontinued on any day of the month.
4. Distribution of electricity shall also be discontinued upon termination of the Distribution System Connection Agreement relating to the relevant supply point or delivery point.
5. The discontinuation of electricity distribution to one or more supply points or delivery points connected to the local distribution system of the LDS Operator and to which the Electricity Supplier supplies electricity or from which it purchases electricity under a Combined Electricity Supply Agreement shall not affect distribution to the other supply points or delivery points connected to the local distribution system of the LDS Operator and to which the Electricity Supplier supplies electricity or from which it purchases electricity under a Combined Electricity Supply Agreement, nor shall it affect the validity of this Agreement.

**Article VI**

**Prevention of Damage**

1. The Contracting Parties undertake to inform each other of any facts of which they are aware that could lead to damage and to endeavour to prevent any threatened damage. In preventing damage and averting threatened damage, the LDS Operator shall primarily ensure the safety and reliability of the operation of the local distribution system.
2. The Contracting Parties shall be released from liability for partial or complete failure to perform their obligations under this Agreement where such failure results from circumstances excluding liability pursuant to Section 374 of the Commercial Code or from conditions arising under the applicable legal regulations.
3. Circumstances excluding liability shall mean an obstacle that arose after the conclusion of this Agreement independently of the will of either Contracting Party and prevents that Party from performing its obligations, provided that it cannot reasonably be assumed that such Party could have avoided that obstacle or its consequences. The Party affected by circumstances excluding its liability shall promptly notify the other Contracting Party thereof in writing and invite it to negotiations. Upon request, the Contracting Party invoking circumstances excluding liability shall provide the other Contracting Party with credible evidence of such circumstances. Unless the Contracting Parties agree otherwise, they shall, following the occurrence of circumstances excluding liability, continue to perform their obligations under this Agreement to the extent reasonably possible and shall seek alternative means of performing this Agreement that are not prevented by the circumstances excluding liability.

**Article VII**

**Term and Termination of the Agreement**

1. This Agreement is concluded for an indefinite period. The Agreement shall enter into force on the date of its execution by both Contracting Parties..
2. This Agreement shall become effective on .....
3. The Agreement shall terminate:
  - a. by mutual agreement of the Contracting Parties,

- b. by withdrawal from the Agreement,
  - c. by termination of the Agreement with one month's notice,
  - d. upon the termination of a system user's supply point connected to the local distribution system of the LDS Operator and to which the Electricity Supplier supplies electricity under a Combined Electricity Supply Agreement,
  - e. upon the termination of a system user's delivery point connected to the local distribution system of the LDS Operator and from which the Electricity Supplier purchases electricity under a Combined Electricity Supply Agreement,
  - f. the Contracting Parties declare and unconditionally agree that this Agreement is mutually dependent on the Distribution System Connection Agreement concluded between the LDS Operator and a system user who has concluded a Combined Electricity Supply Agreement with the Electricity Supplier for a supply point or delivery point connected to the local distribution system operated by the LDS Operator. The above agreements are mutually dependent, in particular by virtue of their purpose, namely the distribution and/or supply of electricity and/or purchase of electricity. Upon the date on which the Distribution System Connection Agreement terminates, this Agreement shall also terminate in relation to the affected supply point or delivery point.
4. In the event of a material breach of the Agreement by the Electricity Supplier, where the Electricity Supplier is in default with payment of the contractually agreed charge for access to the distribution system and for electricity distribution in accordance with the decisions of the Regulatory Office for Network Industries, including other charges in accordance with generally binding legal regulations, and fails to make such payment even within an additional period of at least seven days from delivery of the payment demand, the LDS Operator shall be entitled to terminate the Agreement on the next working day by notice with a notice period of ten days, commencing on the day following the day on which the notice is delivered electronically, even where the Agreement has been concluded for a fixed term. A demand shall be deemed delivered to the Electricity Supplier on the day on which a copy of the demand is delivered electronically or by fax. The LDS Operator shall subsequently always send the original demand in writing. A demand shall be deemed delivered electronically or by fax if the LDS Operator demonstrably sent the demand to the address provided by the Electricity Supplier for that purpose.
  5. In the event of a material breach of the Agreement by the LDS Operator, the Electricity Supplier may terminate the Agreement, even where it has been concluded for a fixed term, by giving one month's notice. The notice period shall commence on the first day of the calendar month following delivery of the notice of termination.
  6. Upon termination or expiry of the Agreement, the LDS Operator shall inform all affected market participants that it is no longer possible to ensure access to the distribution system and the distribution of electricity for the system users of the relevant Electricity Supplier and shall inform the affected system users that, as from the date of termination or expiry of the Agreement, they will be transferred to the last resort supply regime.

## **Article VIII**

### **Other Provisions**

1. This Agreement shall be concluded at least 15 working days prior to the date of commencement of access to the distribution system and the distribution of electricity for supply points or delivery points connected to the local distribution system of the LDS Operator and to which the Electricity Supplier intends to supply electricity or from which it intends to purchase electricity under a Combined Electricity Supply Agreement, and upon fulfilment of all conditions stipulated by the Technical Conditions of the distribution system operator and the Operating Rules of the local distribution system operator.
2. The Contracting Parties undertake to protect and keep confidential from third parties any confidential information. Neither Contracting Party shall, without the prior written consent of the other Contracting Party, disclose any information concerning the content of this Agreement, except for publicly available information, whether in whole or in part, to any third party, except for controlling persons and persons controlled by the same controlling person. In the same manner, the Contracting Parties shall protect confidential information and facts constituting the trade secrets of a third party that have been provided by such third party to either Contracting Party with permission

for their further use. The obligation of confidentiality shall remain in force for the entire period during which the facts constituting a trade secret exist or the interest in protecting the confidential information continues to exist. This shall not affect the obligation to provide information pursuant to special regulations, in particular the reporting of metered values to the short-term electricity market operator and the like.

3. If a proposal for the conclusion of this Agreement is submitted by an Electricity Supplier in respect of whom the LDS Operator records outstanding receivables, or if such Electricity Supplier is a person affiliated with the debtor within the meaning of Section 3(a), second point, of Act No 251/2012 Coll. on Energy, to alter and to amend certain acts, the LDS Operator may make the effectiveness of this Agreement conditional upon payment of the receivables by the applicant or the debtor.
4. Complaints shall be governed by the provisions of the Operating Rules of the LDS Operator.

## **Article IX**

### **Final Provisions**

1. This Agreement may be amended only by a written agreement between both Contracting Parties.
2. This Agreement shall be governed by the laws of the Slovak Republic.
3. The following form appendices to this Agreement:
  - a. List of supply points and delivery points connected to the local distribution system of the LDS Operator and to which the Electricity Supplier intends to supply electricity or from which it intends to purchase electricity under a Combined Electricity Supply Agreement
  - b. Price List for Electricity Distribution valid at the time of execution of the Agreement
4. This Agreement is executed in 2 counterparts, whereas each Contracting Party receiving 1 (one) counterpart.
5. The Contracting Parties declare that this Agreement has been concluded freely and seriously and that its content, including the content of its appendices, is definite and comprehensible.

Place ....., Date .....      Place ....., Date .....

For the LDS Operator:

For the Electricity Supplier:

.....

.....

**Annex No. 1:**

**List of supply points and delivery points connected to the local distribution system of the LDS Operator and to which the Electricity Supplier intends to supply electricity or from which it intends to purchase electricity under a Combined Electricity Supply Agreement**

Name and address of the supply point	EIC Code	Voltage level	Metering type	Assigned load profile	Meter reading frequency	Maximum reserved capacity	Metering constant (if other than 1)

**List of delivery points connected to the local distribution system of the LDS Operator and from which the Electricity Supplier intends to purchase electricity under a Combined Electricity Supply Agreement.**

Name and address of the supply point	EIC Code	Voltage level	Metering type	Assigned load profile	Meter reading frequency	Maximum reserved capacity	Metering constant (if other than 1)