

Contract for Activities related to the Issuing and Use of Guarantees of Origin of Renewable Gases

(hereinafter the “Contract”)

between:

Business name:

Acting through / represented by:

Registered office:

Corporate ID:

Tax ID:

VAT ID:

Entered in the Commercial Registry of City Court ...

Bank details:

IBAN:

BIC:

Reference:

(hereinafter referred to as the “**Account Holder**”),

and

Trade name: **SPP - distribúcia, a.s.**

Acting through / represented by:

Registered office: Plátennícka 19013/2, 821 09 Bratislava 26

Corporate ID: 35 910 739

Tax ID: 2021931109

VAT ID: SK2021931109

Incorporated in the Commercial Registry of City Court Bratislava III, section Sa, entry no.
3481/B

Bank details: Tatra banka, a. s.

IBAN: SK64 1100 0000 0026 2771 2668

BIC: TATRSKBX

(hereinafter the “**DSO**“)

(hereinafter jointly referred to as the “**Contracting Parties**”)

Clause I

Preamble

1. The DSO performs activities related to the issuing, transfer, recognition, invocation and cancellation of Guarantees of Origin of gas from renewable energy sources (hereinafter also referred to as “**Guarantees of Origin**”) and the organisation of the market with Guarantees of Origin under Act No. 309/2009 Coll. on the Promotion of Renewable Energy Sources and High Efficiency Combined Generation and on the amendment of certain acts, as amended (hereinafter referred to as the “**RES Act**”), and the Operating Rules of the Renewable Energy Gas Registry Operator approved by the Regulatory Office for Network Industries (hereinafter also referred to as “**RONI**”), as amended.
2. In an electronic registry the DSO, under the RES Act
 - a) creates and maintains accounts for gas market participants, in particular renewable gas producers, gas suppliers, all gas customers, or other Account Holders in the G-REX Renewable Gas Registry (hereinafter referred to as the “**G-REX Registry**”),
 - b) records issued Guarantees of Origin,
 - c) records transfers of Guarantees of Origin between account holders in the G-REX Registry, transfers of Guarantees of Origin traded in auctions, if any, and transfers of Guarantees of Origin between an account holder and a gas producer account or a gas supplier account from/to the Renewable Gas Registry of a Member State of the European Union,
 - d) records the invocation of Guarantees of Origin,
 - e) records the recognition of Guarantees of Origin in the account of an account holder issued in an EU Member State that does not have a registry of Guarantees of Origin linked to the ERGaR Hub (ExtraVert Platform) clearinghouse,
 - f) cancels a guarantee of origin once the guarantee of origin has been invoked or once the guarantee of origin has expired.
3. Pursuant to the RES Act, the details of the procedure for the issuing, auction, transfer, recognition, and cancellation of a Renewable Gas Guarantee of Origin is governed by the Operating Regulations of the Renewable Gas Registry Operator, unless otherwise provided for in this Contract.
4. The Operating Rules of the Renewable Energy Gas Registry Operator, as amended, form an integral part of this Contract.

Clause II

Subject-Matter

1. The subject-matter of this Contract is the definition of:
 - a) the rights of the Account Holder towards the DSO,
 - b) the conditions under which the DSO provides its services in relation to Guarantees of Origin, in particular
 - i. account creation and maintenance,
 - ii. keeping of electronic records of Guarantees of Origin,
 - iii. issuing of Guarantees of Origin,
 - iv. transfer of Guarantees of Origin,
 - v. import of Guarantees of Origin,
 - vi. export of Guarantees of Origin,
 - vii. registration of invoked Guarantees of Origin,
 - viii. cancellation of Guarantees of Origin,

(hereinafter the “Services”).
2. The DSO hereby undertakes, subject to the terms and conditions set forth in this contract, to provide to the Account Holder with regard to their potential roles under clause III(1) of this Contract the services concerning Guarantees of Origin set forth in paragraph (1) of this clause. The terms and conditions for the provision of individual services are further governed by the provisions of the Operating Rules of the Renewable Gas Registry Operator.
3. The Account Holder is, under this contract, entitled to use the services concerning the Guarantees of Origin provided by the DSO, and undertakes to pay the price for the services provided by the DSO on the basis of this contract in the amount pursuant to the current valid prices published on the DSO website.
4. This Contract applies to Guarantees of Origin that are kept on record in the G-REX Renewable Gas Registry of the Slovak Republic.

Clause III

The Account Holder and their obligations

1. The Account Holder may act in one or more of the following roles in the framework of this Contract:
 - a) Gas producer,
 - b) Gas supplier,

- c) Gas consumer,
 - d) Other account holder.
2. The roles under paragraph (1) of this clause in which the Account Holder acts is indicated in the application for the establishment of a User Account in the G-REX Registry. Without this designation, the Account Holder cannot perform the role.
3. The Account Holder declares:
- a) that they are aware of and accept, without any conditions or reservations, the Operating Rules of the Renewable Gas Registry Operator,
 - b) that they are fully familiar with the functioning of the G-REX Registry and are obliged to act in such a way as to not cause any harm to the G-REX Registry Operator, including to third parties, through their use of the G-REX Registry,
 - c) that if they act in the role of a renewable gas producer, they are connected to the DSO distribution network on the basis of a concluded connection contract, or if they are a producer of renewable gas not connected to the DSO distribution network, they have a concluded contract for data transfer from the designated meter to the DSO.
 - d) that all information that they are to provide to the DSO for the purposes of this contract shall be retrospectively verifiable,
 - e) that all information that they are to provide to the DSO for the purposes of this contract is systematically and regularly checked and verified, in particular as regards its accuracy and currentness,
 - f) they are not included in any sanctions list within the meaning of Section 2 of Act No. 289/2016 Coll. on the Implementation of International Sanctions, as amended, and neither are they a person who directly or indirectly controls the Account Holder, nor a person who is a representative of the Account Holder, or acts on their behalf, included in such a list.
4. The Account Holder undertakes to
- a) comply with the Operating Rules of the Renewable Gas Registry Operator and keep themselves informed of any amendments thereto,
 - b) operate information systems that are compatible with the G-REX Registry and that ensure the orderly, timely and secure exchange of data and information transmitted electronically according to the procedures set out in the Operating Rules of the Renewable Gas Registry Operator and to update them as a result of any changes made by the DSO in the G-REX Registry,
 - c) request the DSO to create a user account in the G-REX Registry; the account creation application is available on the DSO website,
 - d) timely request the DSO to block access to the G-REX Registry and to grant new access in any case where the Account Holder has reason to believe that unauthorised persons may access the G-REX Registry through their access,

- e) report technical problems with the G-REX Registry to the DSO without delay,
 - f) have all information provided under this Contract for the purpose of verifying it retrospectively,
 - g) provide only correct and complete information to the DSO,
 - h) proceed in the exercise of their rights and obligations under and in connection with this Contract in a manner consistent with generally applicable law,
 - i) notify the DSO of any breach of generally binding legislation in connection with this Contract or breach of an obligation under this Contract.
5. In cases of a breach of a declaration or undertaking under paragraphs 3(c) to (f) and 4 of this Clause, the DSO may suspend the Account Holder's access to the G-REX Registry until it has provided remedy. The right to suspend access to the G-REX Registry shall also be available to the DSO from the time of sending a request pursuant to clause 13.9. of the Operating Rules of the Renewable Gas Registry Operator until the deposit of financial security.
6. No price discount or other benefit shall be due to the Account Holder for suspension of access to the G-REX Registry. For the avoidance of doubt, any suspension of access to the G-REX Registry is an exercise of the DSO's right and therefore cannot give rise to a claim for damages.

Clause IV

DSO Services

1. The DSO shall provide services to the Account Holder in accordance with this contract and the Operating Rules of the Renewable Gas Registry Operator.
2. The DSO shall provide the Account Holder with the necessary assistance to access the G-REX Registry. The performance of activities and the provision of the necessary means for access shall be the sole responsibility and at the sole expense of the Account Holder.
3. In the event of any interruption, suspension, delay, or failure of service delivery caused by technical problems of the G-REX Registry, these shall be considered as a circumstance excluding the liability of the DSO, and the DSO shall ensure that the situation is rectified.
4. The DSO is liable solely for the transfer of data and information entered by the Account Holder or third party into the G-REX Registry. The Parties agree that the obligations of the DSO do not include checking the veracity, accuracy, and completeness of data and information provided by the Account Holder or data and information provided by third parties and made available to the Account Holder in the framework of provision of the services.

Clause V

Price

1. For the services provided by the DSO, in accordance with this Contract, the Account Holder shall pay the DSO an annual payment for maintenance of the account in the G-REX Registry according to the current prices approved in the RONI Price Decision, which is published on the DSO website, in euros per calendar year, and
 - a) where the Account Holder performs the role of a producer of renewable gas pursuant to Clause III(1)(a):
 - i. the price for the issuing of a guarantee of origin in the G-REX Registry as determined according to the current prices approved in the RONI Price Decision, which is published on the DSO website, in euros per whole megawatt hour of renewable gas, and for which the Account Holder applies for issuing of a Guarantee of Origin,
 - ii. the price for the transfer of a Guarantee of Origin within the G-REX Registry as determined according to the current prices approved in the RONI Price Decision, which is published on the DSO website, in euros per megawatt-hour, from the Account Holder's account to the recipient's account,
 - iii. the price for the transfer of a confirmation of biomethane quantity within the G-REX Registry as determined according to the current prices approved in the RONI Price Decision, which is published on the DSO website, in euros per megawatt-hour, from the Account Holder's account to the recipient's account in electronic form,
 - iv. the price for the import of a Guarantee of Origin into the G-REX Registry as determined according to the current prices approved in the RONI Price Decision, which is published on the DSO website, in euros per megawatt hour, from the sender's account in the registry of Guarantees of Origin of renewable gas of another Member State,
 - v. the price for the export of a Guarantee of Origin from the G-REX Registry as determined in the RONI Price Decision, which is published on the DSO website, in euros per megawatt hour, to the recipient's account in the registry of Guarantees of Origin of renewable gas of another Member State,
 - b) where the Account Holder performs the role of a Contractor gas pursuant to Clause III(1)(a):
 - i. the price for the transfer of a Guarantee of Origin within the G-REX Registry as determined according to the current prices approved in the RONI Price Decision, which is published on the DSO website, in euros per megawatt-hour, from the Account Holder's account to the recipient's account,

- ii. the price for the transfer of a confirmation of biomethane quantity within the G-REX Registry as determined according to the current prices approved in the RONI Price Decision, which is published on the DSO website, in euros per one megawatt-hour, from the Account Holder's account to the recipient's account in electronic form,
 - iii. the price for the import of a Guarantee of Origin into the G-REX Registry as determined according to the current prices approved in the RONI Price Decision, which is published on the DSO website, in euros per megawatt hour, from the sender's account in the registry of Guarantees of Origin of renewable gas of another Member State,
 - iv. the price for the export of a Guarantee of Origin from the G-REX Registry as determined in the RONI Price Decision, which is published on the DSO website, in euros per megawatt hour, to the recipient's account in the registry of Guarantees of Origin of renewable gas of another Member State,
2. VAT shall be added to the price determined according to paragraph 1 of this Clause pursuant to applicable law.¹
3. The DSO is entitled to unilaterally change the applicable prices referred to paragraph (1) of this clause and as published on the DSO website, wherein if such change affects the Account Holder, the DSO is obliged to notify the Account Holder by means of a Notice on the DSO website at least 30 calendar days prior to the effective date of the change; this time-limit shall not apply if the enforceable RONI decision is not issued prior to the effective date of such change on which the price change is based, in which case the price change shall be communicated to the Account Holder within a reasonable period of time. In the event of non-consent to a price increase pursuant to paragraph 1 of this clause, the Account Holder shall be entitled to withdraw from this Contract on the effective date of the new price. The price list of the G-REX Registry shall primarily be set by the RONI Price Decision.

Clause VI

Payment and Invoicing Conditions

1. The DSO shall issue the following invoices for services related to Guarantees of Origin:
 - a) Invoice for an aliquot annual fixed payment in accordance with the current price published on the DSO website for the 1st calendar year within 15 working days of signing the G-REX contract. For each subsequent calendar year of the G-REX contract after the 1st year of the contract, an invoice for the annual fixed payment shall be issued no later than January 15 of the calendar year to which the Annual Fixed Payment relates, wherein the DSO shall send the invoice by e-mail and post to the Account Holder's address stated in the G-REX Contract. The invoice shall be due 14 calendar days from the date of delivery to the G-REX Registry

¹ Act no. 222/2004 Coll. on added-value tax, as amended

Account Holder. The decisive day for delivery of the invoice shall be the day of the invoice's electronic delivery to the e-mail address. Services associated with Guarantees of Origin for the 1st calendar year to which the annual fixed payment relates shall be made available to the Account Holder within 3 business days after the payment is credited to the DSO's account.

- b) Invoice on the basis of the tariff for the issuance of the Guarantee of Origin and tariffs for the transfer, export, or import of a Guarantee of Origin from/into the G-REX Registry in accordance with the applicable price published on the DSO website. The DSO shall issue this invoice no later than the 15th calendar day of the month following the month in which the issuing, import, export, or transfer of the Guarantee of Origin occurred. The DSO shall send the invoice by e-mail and post to the Account Holder's address stated in the G-REX Contract. The invoice shall be due 14 calendar days from the date of delivery to the G-REX Account Holder. The decisive day for delivery of the invoice shall be the day of the invoice's electronic delivery to the e-mail address.
 - c) Invoice for Guarantees of Origin to which the auction participant became entitled as a result of an auction for Guarantees of Origin. The DSO shall issue an advance invoice no later than the 15th calendar day from the day of the auction evaluation. The DSO shall send the advance invoice to the G-REX Registry Account Holder by e-mail to the Account Holder's address stated in the annex to the G-REX Contract. The advance invoice shall be due 14 calendar days from the date of delivery to the G-REX Registry Account Holder. The decisive day for delivery of the invoice shall be the day of the invoice's electronic delivery to the e-mail address. Upon payment of the advance invoice, the DSO shall issue a billing invoice and send the invoice to the G-REX Registry Account Holder by e-mail to the Account Holder's address stated in the annex to the G-REX Contract.
2. In the case of Guarantees of Origin from a member state whose registry of renewable gas is not connected to the ERGaR Hub (ExtraVert Platform), paragraph 1(a) and (b) of this Clause shall be followed accordingly for determining the billing and payment terms.
 3. In the case that the due date of an invoice falls on a Saturday, Sunday, or public holiday, the due date shall be the next following business day. Payment shall be deemed to have been made on the date on which the total amount invoiced is credited to the DSO's account.
 4. The billing invoice shall be issued in accordance with Act no. 222/2004 Coll. on Value-Added Tax, as amended.
 5. If the Account Holder is a foreign entity and is not registered for VAT in the Slovak Republic or has an operation in the Slovak Republic that does not have material or personnel equipment, the VAT settlement for invoicing shall be governed by the legislation in force in the European Union, or in third countries, and the "Reverse Charge" mechanism shall be used.

6. In the event that there is a change in the tax rate at the time of the tax liability arising, the DSO shall apply VAT to the invoice in the amount determined by the legislation applicable at the time of the tax liability arising.
7. In the event of a recognised customer claim, the DSO shall issue a corrective invoice. The due date of the corrective invoice, where the invoicing result is a liability of the Account Holder payable to the DSO, shall be 14 calendar days from the date of delivery. The invoice shall be sent by e-mail and post to the Account Holder's address stated in the G-REX Contract. The due date of the invoice, where the invoicing results in a liability of the PDS to the Account Holder, is 14 calendar days from the date of receipt. The invoice shall be sent by e-mail and post to the Account Holder's address stated in the G-REX Contract. In the case that the due date of the invoice falls on a Saturday, Sunday, or public holiday, the due date shall be the next following working day. Payment of the invoice shall be deemed to be the crediting of the invoiced amount to the DSO's account or the moment the invoiced amount is debited from the DSO's account.
8. In the event of the Account Holder being in delay with payment, the DSO shall have the right to suspend the Account Holder's access to the G-REX Registry and prevent the Account Holder from handling the account until the total owed has been duly paid.
9. If the total charges of one Account Holder for a given calendar month exceed €5000, the DSO shall have the right to require the account to deposit a financial security on a specified DSO account. The security must be deposited by the Account Holder to the DSO's account upon demand by the DSO. In its demand, the DSO shall determine the time within which the funds in the specified amount are to be credited to the DSO's account.

Clause VII

Communication

1. Communication between the DSO and Account Holder shall be done in paper or electronic form.
2. The Parties agreed that in the framework of paper communication, the date of delivery shall be deemed to be the date of receipt of the document. If the addressee refuses to take receipt of the document, the date of delivery shall be deemed to be the date of refusal to take receipt of the document. In the case that the addressee fails to collect a document within the postal deposit period, the day of delivery shall be deemed to be last day of the postal deposit period. If the document is returned to the centre marked "addressee unknown" or "addressee moved away", or with another note of similar meaning, the day of delivery shall be considered as the day of the postal consignment is returned to the sender.
3. Letters sent by email shall be delivered to the Account Holder at the email address provided by the Account Holder when entering into the Contract in Annex 1; to the DSO at the email address published on the DSO website <https://www.spp-distribucia.sk/> for the purpose of communication regarding the G-REX Registry. In the case of delivery

by e-mail, the original of the document must be sent the following business day either by registered mail to the Party's address, or by a courier firm to the Party's address. Documents sent by e-mail shall be deemed to have been received on the day of sending, if they are sent by 16:00 hours, else they shall be considered sent on the following business day.

4. Persons entrusted with the communication for each Party in accordance with Annex 1 of this Contract shall be entitled to conduct joint negotiations regarding the subject, terms, and other conditions related to the performance of this Contract. If the conclusions of such negotiations will result in proposals for changes to this Contract, then these shall constitute a proposal for an amendment to this contract. Persons entrusted with communication for each Party are not authorised to enter into, amend, or cancel this contract, unless they present a valid authorisation to do so.

Clause VIII

Confidentiality

1. The Parties must treat as confidential any information of a commercial, technical, strategic, financial, or otherwise sensitive nature that is not publicly available and is normally considered valuable and confidential, even if this information is not explicitly marked as confidential. Disclosure of such information is subject to the prior written consent of the counterparty. For the avoidance of doubt, this confidentiality provision does not prevent the DSO from providing information to RONI, the SR Ministry of Economy, the SR Ministry of Environment, financial authorities, the police, Europol, and other public authorities. This confidentiality provision shall not prevent the DSO also from providing information to the ERGaR Hub (ExtraVert Platform) clearinghouse, other operators of renewable gas registries in other member states for purposes under this Contract, wherein the user expressly consents to such information provision.

Clause IX

Personal Data Protection

1. Pursuant to Act no. 18/2018 Coll. on the protection of personal data and on the amendment of certain acts and pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) the DSO, as a distribution system operator processes:
 - a) personal data of the contractual / business partner / potential contractual partner specified in the Contract / provided in connection with the business relationship / provided in the context of the selection of a contractual partner, in particular the name and surname, name, date of birth, identifier, ID number, place of residence / place of business, telephone number, e-mail contact, bank details, account number, and

- b) personal data of the employee / contact person of the contractor / business partner / potential contractor specified in the Contract / provided in connection with the business relationship / in the context of the selection of a contractor, in particular the name, surname, job classification, job title, functional classification, employee's personal number or employee number, department, place of work, telephone number, fax number, e-mail address to the workplace. Source of personal data: personal data provided by the contractual partner, business partner, potential contractual partner as contact / authorised person data for the purposes of the contractual partner selection process, contract conclusion, contract execution, business communication,
- c) personal data in connection with the establishment and use of an account in the G-REX Registry, in particular the IP address, user ID, account activity information, information entered into the G-REX Registry,

in the extent necessary to fulfil the following purposes:

- a) Conclusion and performance of the contractual relationship – in particular, the contracting process, performance of contractual obligations, recording of the contractual relationship and changes to it, control of contract performance, debt recovery, business communication, storage of documents for the duration of the contract, with the legal basis for processing being
 - i. Section 13(1)(b) of the Personal Data Protection Act (Article 6(1)(b) of the GDPR) necessity of processing for the performance of a contract to which the data subject is a party or for the performance of a pre-contractual measure at the request of the data subject – performance of a contractual relationship,
 - ii. Section 13(1)(c) of the Personal Data Protection Act necessity of processing for the purpose of the legitimate interests of the controller or a third party, except where those interests are overridden by the interests or rights of the data subject requiring the protection of personal data (Article 6(1)(f) of the GDPR) – the legitimate interest is the performance of a contractual relationship for which purpose personal data of the employees/contact persons of the contractual partner are processed.
- b) The pursuit of the legitimate interests of the controller, which are in particular
 - i. retention of the contract and documents after termination of the contract,
 - ii. defending/asserting legal claims,
 - iii. protection of assets,

wherein the legal basis for processing is Article 13(1)(c) of the Personal Data Protection Act the necessity of processing for the purpose of the legitimate interests of the controller or of a third party, except where those interests are

overridden by the interests or rights of the data subject requiring the protection of personal data (Article 6(1)(f) of the GDPR).

- c) Accounting and accounting documents – keeping accounting and tax records, in particular the processing of invoices and other accounting or tax documents, with the legal basis for processing being
 - i. Section 13(1)(c) of the Personal Data Protection Act necessity of processing pursuant to a special regulation (Article 6(1)(c) of the GDPR) – fulfilment of legal obligations arising from legislation, in particular from the Accounting Act, VAT Act and others.
- d) Postal records and registry management – registration and management of incoming and outgoing mail, management of mail delivered and sent to and from the electronic mailbox, and registration and archiving of contracts, files relating to debt recovery and other documents related to the contractual relationship, with the legal basis being
 - i. Section 13(1)(c) of the Personal Data Protection Act necessity of processing according to a special regulation (Article 6(1)(c) of the GDPR – fulfilment of obligations arising from legal regulations, in particular from Act No. 395/2002 Coll. on archives and registers and on the amendment of certain acts, as amended, and obligations arising from Act No. 305/2013 Coll. on the electronic form of exercise of powers of public authorities and on the amendment and supplementation of certain acts – the Act on e-Government).
- e) The fulfilment of legal obligations, in particular those of the DSO, the legal basis being
 - i. Section 13(1)(c) of the Personal Data Protection Act (Article 6(1)(c) of the GDPR) necessity of processing pursuant to a special regulation, which is in particular Act No. 251/2012 Coll. on Energy and on the amendment of certain acts, as amended, Act No. 250/2012 Coll. on Regulation in the Network Industries, as amended.
- f) Business communication – is the preparation and implementation of the business activities of the operator with the legal basis being
 - 1. Section 13(1)(c) of the Personal Data Protection Act necessity of processing for the purpose of the legitimate interests of the controller or a third party, except where those interests are overridden by the interests or rights of the data subject requiring the protection of personal data (Article 6(1)(f) of the GDPR) – the legitimate interest is the write to conduct business within the scope of the subject of its activity.
 - 2. Personal data will be processed by PDS for the duration of the purpose and stored to the extent necessary also after the purpose has been fulfilled. Unless there is a reasonable expectation of longer retention in a particular case, the data shall be erased following

the expiry of the period resulting from the controller's filing plan, or after the expiry of the period resulting from the relevant legislation.

3. The company that provides the DSO with services related to the operation of the G-REX Registry, in particular maintenance, support, and hosting, is the process of the personal data, with more detailed terms and conditions of the processing of the personal data by the process of being regulated in a written agreement on processing personal data concluded with the DSO and the processor.
4. Further details on the processing of personal data are given on the DSO website.

Clause X

Damage Prevention, Compensation, Circumstances Excluding Liability and Dispute Resolution

1. Damage prevention, compensation and circumstances excluding liability are governed by the relevant provisions of the Civil Code, the Commercial Code, and the Operating Rules of the Renewable Gas Registry Operator.
2. The DSO is not liable for damage caused by technical problems of the ERGaR Hub (ExtraVert Platform) clearinghouse or other circumstances that prevent the transfer of Guarantees of Origin. The liability of the ERGaR Hub (ExtraVert Platform) and other users of the ERGaR Hub (ExtraVert Platform), as defined in the Operating Rules of the Renewable Gas Registry Operator, toward the Account Holder is governed by the General Rules of the Certificate of Origin (CoO) Scheme V1.2 (https://www.ergar.org/wp-content/uploads/2022/05/ERGaR-CoO-Scheme-Rules_v1.2_clean.pdf). In the event of a conflict between the General Rules of the Certificate of Origin (CoO) Scheme V1.2 and this Contract, the General Rules of Certificate of Origin (CoO) Scheme V1.2 shall prevail within the limits of Slovak law.
3. The Account Holder and the DSO shall make every effort to settle any disputes amicably. If a dispute is not settled out of court, the dispute shall be settled in accordance with the law of the Slovak Republic before a court of local and subject-matter jurisdiction in the Slovak Republic.

Clause XI

Complaint Claims

1. The Account Holder makes a complaint claim about services provided by the DSO regarding the issuing, transfer, invocation, recognition, revocation, or auction of Guarantees of Origin, without delay, at latest within 10 business days from the date on which the subject of the complaint claim occurred. The DSO is obliged to comment in writing only on the validity of the complaint claim within 30 days of receiving it. The filing of a complaint claim shall not have a suspensive effect on the due date of the invoice.
2. The Account Holder submits the complaint claim by email.

3. The complaint claim must contain the following basic data:
 - a) identification of the complainant,
 - b) the subject of the complaint claim,
 - c) the period to which the complaint claim relates,
 - d) description of the complaint,
 - e) the data to which the complaint claim relates and its correct value according to the Account Holder's documentation,
 - f) identification of the means of proof on which the claim is based.
4. The DSO shall check whether there has not been any error on the part of the DSO in the issuing, transfer, invocation, recognition, revocation, or auction of Guarantees of Origin, and then proceed as follows:
 - a) if the DSO finds an error, they shall notify the affected Account Holder of this fact within 15 working days of receipt of the complaint claim, and at the same time shall correct the data on the affected Account Holder's account,
 - b) if the DSO does not find an error, they shall notify the affected Account Holder of this fact within 15 working days of receipt of the complaint claim.

Clause XII

Force and Effect of the Contract

1. This Contract is concluded for an indefinite period.
2. The Contract shall enter into force on the date of its signing by both Parties and enter into effect upon fulfilment of the obligations set out in paragraph 3 of this clause.
3. A condition for this contract to enter into effect is:
 - a) delivery of the contract signed by persons authorised to act for the Account Holder in accordance with the Operating Rules of the Renewable Gas Registry Operator,
 - b) crediting of the payment of the first aliquot annual fixed payment for account maintenance in accordance with the current price published on the DSO website to the DSO's bank account.
4. This Contract may be terminated by way of:
 - a) the written agreement of both Parties.
 - b) by written notice of termination. The notice of termination period is 30 calendar days and begins to run from the date of delivery of the notice of termination to the other party. The notice must be in writing and sent by registered mail to the other party to its registered office address. In the event of termination by the Account Holder, the Account Holder must have paid all obligations to the DSO as due at the date of termination of the Contract.

- c) By written withdrawal from this Contract for reasons of a material breach of obligations under this Contract or for reasons for which withdrawal is permitted by the Commercial Code. Failure to provide information under this Contract or delay in payment of an obligation shall be expressly deemed a material breach of this Contract. Withdrawal from this Contract shall be effective on the date of its delivery to the other Party at its registered office address by registered mail or courier. In the event that the other Party refuses to take receipt of the document to be delivered, the document shall be deemed to have been delivered on the date of its refusal, confirmed by an employee of the other Party, or a person authorised by the other Party or by the bearer of the document. In the case that a document cannot be delivered to the registered office address of the other Party stated in the header to this Contract or to the address that was notified to the Party by the other Party as the address for delivery, the date of delivery shall be deemed to be the date of the futile attempt to deliver a document, as confirmed by the bearer of the document. In other cases, a document shall be deemed to have been delivered on the third calendar day after the day of its dispatch.
- d) Failure to conclude an addendum pursuant to clause XIII(8) of this Contract following the 25th day of delivery of a notice to conclude it, unless the Parties agree otherwise.
- e) Written withdrawal from this Contract by the Account Holder pursuant to Clause V(3) of this Contract, in the event of non-consent to a price increase pursuant to Clause V(1) and this as at the effective date of the new price.

Clause XIII

Final Provisions

1. Unless otherwise provided herein, this Contract may be amended only by written addenda, numbered in ascending order, signed for that purpose by the authorised representatives of both Parties.
2. Both the DSO and the Account Holder undertake to inform the other Party in writing without undue delay of any change in their business name, legal form, registered office, registration number, VAT number, bank details, and account number to which payments are to be transferred and of any other facts relevant to the proper performance of this Contract.
3. The following annexes form an integral part of this Contract concerning the Parties:
 - a) Annex 1: Persons entrusted with communication,
 - b) Annex 2: VAT declaration – applies only to a foreign Account Holder,
 - c) Annex 3: Account Holder's Energy Business Licence issued by the Energy Regulatory Authority and submitted by the Account Holder – copy.
4. The indemnification and dispute resolution provisions shall survive four years after termination of this Agreement. The provisions on the protection of information shall remain in force insofar as the disclosure or publication of such information could

constitute an unlawful exchange of information under Article 101 of the Treaty on the Functioning of the European Union.

5. The Contracting Parties exclude the application of the UN Convention on Contracts for the International Sale of Goods, published under No. 160/1991 Coll. to their mutual legal relations.
6. Neither Party shall disclose information about the performance of this Contract to any third party, even in part, without the written consent of the other Party. Such information shall be considered confidential, and the Parties have an interest in protecting and keeping it confidential from third parties even after the termination of this Contract. The provisions of this Clause shall not apply to information obligations arising from generally binding legislation, information provided to banks, tax or legal advisers, auditors, and supervisory authorities of both Parties.
7. The Parties agree that, without the prior written consent of the other Party, no claim under this Contract toward the other Party may be assigned or pledged.
8. Termination of this Contract shall not affect those rights and obligations of the Parties that are intended to survive termination of the contractual relationship established by this Contract.
9. If any provision of this Contract becomes invalid or ineffective, the other provisions of the Contract shall not be affected by such invalidity or ineffectiveness and shall therefore remain in force, except where the provision in question cannot be severed from the remainder of the Contract by reason of the nature of the Contract, its subject matter, or the circumstances under which it was entered into. In the event of the existence of an inseverable provision, the Account Holder shall undertake, upon request by the DSO, to negotiate and replace such provision by means of a written addendum to this Contract with a new provision to be determined by the new legislation and which most closely approximates to the purpose that the Parties had in mind in formulating this Contract. If, even after the expiry of the 25th day after the date of delivery of the notice to conclude an addendum pursuant to the preceding sentence, no addendum has been concluded, either of the Parties shall be entitled to withdraw from the Contract immediately, and the refusing Party shall not be entitled to any compensation, damages, or other payment that it might otherwise have claimed from the Party withdrawing from the Contract.
10. Relationships not expressly regulated by this Contract shall be governed by the applicable laws of the Slovak Republic, in particular the Commercial Code, the RES Act, the Energy Act, the Regulation Act, relevant decrees and regulations of the Government of the Slovak Republic, RONI decisions and decrees, and the Operating Rules of the Renewable Gas Registry Operator.
11. This Contract is drawn up in duplicate in the English language, with two original copies for each Party.
12. The Parties declare that the Contract has not been concluded under duress or under manifestly unfavourable conditions and that it constitutes an expression of their will which is made freely, seriously, certainly, and intelligibly, and which is not made in error and which through its content or purpose does not contravene or circumvent the law. The Parties further declare that their contractual freedom is not restricted in any way, that they are capable of concluding this Agreement and its performance is possible,

that they are familiar with its contents and agree to it without reservation, in witness whereof they affix their signatures to this Contract.

Account Holder:

Place:

Date:

.....

Name in print:

Title:

XXXXXXXXXXXXXXXXXX

.....

Name in print:

Title:

XXXXXXXXXXXXXXXXXX

DSO:

Place: Bratislava

Date:

.....

Name in print:

Title:

SPP – distribúcia, a.s.

.....

Name in print:

Title:

SPP – distribúcia, a.s.