AGREEMENT ON ELECTRONIC DELIVERY OF INVOICES

concluded pursuant to Art. 269 (2) of Act No. 513/1991 Coll. Commercial Code as amended (hereinafter referred to as the "Agreement")

by and between:

Business name:	**Slovenské elektrárne, a.s.**
Registered seat:	Pribinova 40, 811 09 Bratislava
Company Registr. No.:	35 829 052
Tax Registration No.:	2020261353
VAT Registration No.:	SK2020261353
Registered in:	The Commercial Register of the Municipal Court Bratislava III, Section: Sa, File No.: 2904/B

(hereinafter referred to as **"SE"**)

and

Business name:

Registered seat:

Company Registr. No.:

Tax Registration No.:

VAT Registration No.:

Registered in:

E-mail:

(hereinafter referred to as the **"Contractor"** and together with SE as the **"Contracting Parties"** and each of them individually as the **"Contracting Party"**).

PREAMBLE

Whereas:

(a) The Contracting Parties have concluded one or several contracts, including contracts concluded based on an order (hereinafter referred to as the **"Contract"** or the **"Contracts"**) based on which the Contractor provides agreed performance to SE;

(b) The Contracting Parties have an intention to reach an agreement regulating conditions for electronic delivery of invoices;

The Contracting Parties have agreed as follows:

1. The subject matter of this Agreement is to lay down the individual rights and obligations of the Contracting Parties applicable to electronic delivery of invoices, which the Contractor issues based on the Contract or Contracts and delivers them to SE.
2. An invoice, which is to be delivered electronically in compliance with this Agreement, shall mean any document or notification requesting any payment, in particular:
   a) an invoice for goods and services;
   b) a request of an advance payment (advance payment invoice);
   c) corrective documents (credit notes and debit notes);
   d) request for payment of contractual penalties and interest on late payment;

   (hereinafter referred to as the **"invoice"**).

3. SE hereby expressly agree to the electronic delivery of invoices under the terms of this Agreement.
4. The Contractor is obliged to deliver invoices to SE exclusively electronically, i. e. by e-mail to the following e-mail address belonging to SE: **e-invoice@seas.sk**, and exclusively from the e-mail address of the Contractor specified in the header of this Agreement and in case that the Contractor's e-mail address for electronic delivery of invoices is changed in compliance with the procedure specified in this Agreement below, then from thus changed e-mail address.
5. Any invoices that would be delivered electronically to any other e-mail address, or from any different e-mail address than specified in the previous clause, shall be considered undelivered, and SE shall not be obliged to pay such invoices to the Contractor.
6. The Contractor is obliged to send e-mail messages with attached invoices in the following format:
   a) one e-mail message may only contain one attachment (file). This file may contain a maximum of one invoice together with its annexes;
   b) the file containing the invoice and is attached to the e-mail message must be in PDF format or PDF/A format;
   c) the size of the file attached to the e-mail message shall not exceed 10 MB;
   d) the subject of the e-mail message shall state the invoice number of the Contractor and the subject of the e-mail message shall never contain the following characters: [ ];
   e) the name of the attachment to the e-mail message and the subject of the e-mail message cannot exceed 128 characters.
7. In case that the Contractor fail to comply with the mandatory required particulars regarding the format of the e-mail message and invoice specified in the previous clause herein, thus electronically delivered invoice shall not be considered as duly delivered.
8. The invoice shall be considered received by SE on the day when the e-mail message with the attached invoice is delivered to the SE server. If an invoice is received by SE on a business day, it shall be deemed delivered on that business day. If an invoice is received by SE on a Saturday or any rest day, it shall be deemed to have been delivered on the very next business day. To avoid any doubt, a rest day shall be considered any day which is specified as a rest day in Act No. 241/1993 Coll. on public holidays, rest days, and commemorative days as amended. To avoid any doubt, the maturity date of the invoice begins to count starting from the date of its delivery, not from the date of its receiving.
9. In case that the Contractor does not receive any e-mail confirmation confirming delivery of the invoice from SE within three (3) business days upon the date of performing the electronic delivery of the invoice to SE, the Contractor shall be obliged to repeat the electronic delivery of the invoice to SE. If the Contractor does not receive from SE even after repeated electronic delivery any e-mail confirmation confirming delivery of the invoice within three (3) working days upon the date of performing the repetitive electronic delivery of the invoice to SE, the Contractor is obliged to contact SE without undue delay at the following email address: **info.e-invoice@seas.sk** to arrange an agreement for possible replacement delivery of the invoice to SE.
10. In case that the delivered invoice does not meet all the required particulars specified by generally binding legal regulations and / or in case that the data in the invoice are not stated in compliance with the conditions agreed in the Contract or Contracts and / or this Agreement, SE shall be entitled to reject such delivered invoice and at the same time shall inform the Contractor about it by e-mail sent from SE e -mail address: **info.e-invoice@seas.sk**. SE shall specify in the e-mail sent in compliance with the previous sentence the reasons for rejection of the delivered invoice and additional conditions necessary for the correction of the delivered invoice. In case that the delivered invoice is rejected pursuant to this clause herein, the period of maturity of the invoice shall be interrupted and it shall start again only on the date of delivery of the corrected invoice to SE.
11. The Contractor shall be entitled at any time to change the e-mail address for electronic delivery of invoices specified in the header of herein, of which the Contractor shall be obliged to inform the other Contracting Party in writing without any undue delay by e-mail to the following e-mail address: **info.e-invoice@seas.sk**. SE shall notify the Contractor without undue delay about accepting the change of the Contractor's e-mail address for electronic delivery of invoices and such change of the Contractor's e-mail address for electronic delivery of invoices shall become effective upon the date of sending an e-mail message to the Contractor from SE about accepting the change of the e-mail address to the new one. SE shall be also entitled to change their e-mail

address for electronic delivery of invoices at any time by sending a written notice by e-mail to the e-mail address of the Contractor designated for electronic delivery of invoices under this Agreement, such change of e-mail address shall become effective upon sending an e-mail about the change of the e-mail address for electronic delivery of invoices by SE to the Contractor. To avoid any doubt, the change in the e-mail address for electronic delivery of invoices under this clause of the Agreement shall not require concluding any amendment to this Agreement.

12. The Agreement shall come into force upon the day of its signing by both Contracting Parties, and shall become effective on the date of its signing by both Contracting Parties or on the day of sending an e-mail notification to the Contractor by SE on activation of the Contractor in the SE information system for the electronic receiving of invoices, whichever occurs later.
13. This Agreement shall be concluded for an indefinite period and shall terminate either by written agreement of the Contracting Parties, by termination notice, or by withdrawal from the Agreement.
14. Any Contracting Party may terminate this Agreement without specifying the reason thereof by delivering a written termination notice to the other Contracting Party. The notice period shall be one (1) month and shall start on the first day of the month following after the delivery of the termination notice to the other Contracting Party.
15. Any Contracting Party shall have a right to withdraw from the Agreement pursuant to art. 346 (1) of the Commercial Code, i.e. in the event of a minor breach of the Agreement, if the other Party breaches any of its legal or contractual obligations and fails to remedy the situation within a reasonable period of time upon written invitation for it by unilateral written notice effective upon the date of its delivery to the other Party.
16. The Agreement shall only be amended based on consent of the Contracting Parties in the form of an Amendment to the Agreement.
17. Any notifications and all communication between the Contracting Parties under the Agreement shall be made exclusively in writing by e-mail to the e-mail addresses of the Contracting Parties designated for the electronic delivery of invoices, unless the Agreement specifies otherwise.
18. This Agreement and relations arising from it, or related to it, has been concluded in compliance with the relevant provisions of the Commercial Code and other generally binding legal regulations effective in the territory of the Slovak Republic. Unless otherwise specified herein, the mutual relations of the Parties to this Agreement resulting from the Agreement and not explicitly laid down hereunder shall be governed by the relevant provisions of the Commercial Code and other generally binding legal regulations of the Slovak body of laws.
19. Any disputes arising out of or in connection with the Agreement, including disputes concerning its validity, interpretation, cancellation, or disputes concerning extra-contractual claims, shall be submitted to the respective competent court for decision in accordance with the provisions of Act No. 160/2015 Coll. Contentious Civil Procedure Code as amended.
20. This Agreement has been executed in two (2) counterparts, of which each Party shall retain one (1) counterpart.

In Bratislava on	In on
On behalf of and representing SE:	On behalf of and representing the Contractor:
Slovenské elektrárne, a.s.	
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