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| CONTRACT on Transfer of Guaranties of Electricity Origin in form of Auctions |
| concluded by and between: |
| Business name: | **Slovenské elektrárne, a.s.** |
| Registered office at: | Pribinova 40, 811 09 Bratislava  |
| Company Registration Number: | 35 829 052 |
| Tax Registration No.: | 2020261353 |
| VAT Registration No.: | SK2020261353 |
| Bank details: | UniCredit Bank Slovakia a.s. |
| Account No.:IBAN:BIC: | 5257593/1111SK71 1111 0000 0000 0525 7593UNCRSKBX |
| The person acting on behalf of the Company: | Ing. Vlastimil Tomašovič, Head of European and Market Regulation |
|  |  |
| Registered in: | the Commercial Register of the District Court Bratislava III. Section: Sa, File No. 2904/B |
| (Hereinafter the “**Producer**”) |
| and |
| Business name: |  |
| Registered office at: |  |
| Company Registration No.: |  |
| Tax Registration No.: |  |
| VAT Registration No.: |  |
| Bank connection: |  |
| Account No.: |  |
| The person acting on behalf of the company: |  |
|  |  |
| Registered in: |  |
| (hereinafter referred to as “**the** **Bidder**” or “**the** **Participant**”) |
| (hereinafter jointly as “**the Parties**” or “**the Contracting Parties**” or individually “**the Party**” or “**the Contracting Party**”) |

SUBJECT OF CONTRACT

* 1. **Purpose of the Contract**

The subject matter and purpose of this Contract is to set forth the rights, obligations, and standard terms and conditions for the Parties that will apply to the transfer of guarantees of origin of electricity generated from renewable sources traded in a form of an auction (hereinafter the “**Guarantee**” or “**Guarantees**”) to be entered into by the Parties based on the results of the auctions of the guarantees of origin of electricity generated from renewable sources (hereinafter the “**Auction**”) in the form of a mutually approved and mutually signed Transfer Deed pursuant to Paragraph 1.3. (hereinafter the “**Transfer Deed**” or the “**TD**”). The TD specimen comprises Annex 2 to the present Contract.

* 1. **Transfer Deed**

The TD signed by the Producer will be sent to the Participant at latest in 2 business days after the Auction is over, as per clause 2.10 of the Terms and Conditions (hereinafter the “**Terms and Conditions**”) of the Auctions published at the website of the Producer.

The Transfer Deed shall contain in particular:

* + - 1. business name, registered seat, Company Registration Number, Tax Registration No. of the both Parties.
			2. the amount of electricity, for which the Guarantee is to be transferred;
			3. period, for which the guarantee is to be issued;
			4. price of the transferred Guarantee, VAT excluded;
			5. number of the issued counterpart and the date.

Only persons authorized can sign the Transfer Deed, in particular these persons:

on behalf of the Selling Party: Ing. Vlastimil Tomašovič

On behalf of the Purchasing Party:

Each of the Contracting Parties has a right to change the authorised person at any time and must inform the other Contracting Party thereof immediately in written form.

1. PURCHASE PRICE

2.1 The Producer shall issue and demonstrably deliver to the Auction Participant an advance payment invoice for the guarantees of origin, to which the Auction Participant has become entitled based on the Auction results, no later than on the 15th calendar day upon the date of Auction evaluation. The invoice shall be issued in compliance with the Act on VAT.

**2.2** The purchase price shall be paid at latest within 14 calendar days upon issuing the advance payment invoice. If this day falls on Saturday, Sunday, state holiday, or any other day of rest from work, the maturity day shall be the following business day. The settlement means crediting of the invoiced amount to the account of the Producer stated in the advance payment invoice.

1. RIGHTS AND OBLIGATIONS OF THE PARTIES
	1. **Obligations of the Producer**
		1. The Producer shall send by e-mail to the Auction Participants a summarising and detailed Auction evaluation in compliance with the Rules and the DL to the address specified in the Contract upon the end of the auction at latest within 3 business days.
		2. The Producer shall enter into IS OKTE an order to transfer the traded Guarantees in favour of the Participant no later than on the 3rd business day upon the day of crediting the invoiced amount to their account in compliance with the Rules, providing that the signed TD from the Participant is sent back to them by that day.

**3.1.3** The Producer shall publish at their web site - at latest on the 5th business day

 upon the day of the Auction - a summarising evaluation of the Auction.

**3.2** **Participant's Obligations**

**3.2.1** The Participant is obliged to pay the purchase price within 14 calendar days upon the date of issuing the advance payment invoice in compliance with clause 3.2 of the Rules.

**3.2.2** The Participant is obliged to send the signed TD back to the Producer no later than 2 business days upon its receiving.

**3.2.3** The Participant is obliged to confirm this transfer in the IS OKTE system in the usual manner no later than the day following the date of receiving a notification of the transfer of Guarantees from IS OKTE.

1. PAYMENT TERMS AND CONDITIONS
	1. **The Advance Payment Invoice**

The payment shall be made based on an advance payment invoice. The advance payment invoice shall contain all agreed and required particulars in compliance with Act. No. 222/2004 Coll.

* 1. **Invoice Maturity**

The advance payment invoice is due within 14 days upon issuing the invoice, unless the invoice specifies a different maturity date. The Participant’s monetary obligation shall be deemed fulfilled on the day of crediting the outstanding amount to the account of the Producer. If the invoice due date is a day of rest from work, the invoice shall become due and payable on the following business day.

* 1. **The Reconciliation Invoice**

The Company SE, a.s. shall issue and demonstrably deliver a reconciliation invoice for the Guarantees of origin to the Auction Participant, to which the Auction Participant has become entitled based on the results of the Auction for Guarantees of origin no later than on the 15th calendar day upon the date of transfer of the Guarantees in the IS OKTE system. The invoice shall be issued in compliance with the terms of the Auction and in compliance with Act No. 222/2004 Coll. on the Value Added Tax as amended (hereinafter referred to as “Act on VAT”).

1. OTHER PROVISIONS
	1. **Cooperation**

Each Party undertakes to provide the other Party with the cooperation necessary for executing their rights and duties in compliance with the present Contract, and at the same time, the Party undertakes to inform the other Party about any facts that may affect proper execution of the rights and duties of the other Party under this Contract.

* 1. **Force Majeure**

The Selling Party and the Purchasing Party shall not be obliged to perform their obligations under the Contract for the duration of circumstances that are independent from the will of the Contracting Parties and preclude their liability by the course of applicable legal regulations. Where such circumstances arise, the Selling Party shall be entitled to extend the due date for transfer of the Guarantees and the Purchasing Party shall be entitled to extend the due date for payment of the Price by the period of duration of such circumstances. The Party having been affected by such circumstances shall be obliged to promptly inform the other Contracting Party in writing; otherwise, they shall not be entitled to exercise their rights under this paragraph.

* 1. **Assignment of the Contract**

The Parties are not authorised to assign the rights and duties under this Contract to a third party.

 **5.4 Severability of Provisions**

Every provision of this Contract is interpreted to be effective and valid under the applicable legal regulations. If, however, any of the provisions are or become unenforceable, invalid, or ineffective under applicable legal regulations, the remaining provisions hereof shall not be affected thereby. In the event of such unenforceability, invalidity or ineffectiveness, the Contracting Parties shall in good faith hold negotiations in order to agree the amendments or supplements to the Contract that are necessary for the implementation of the Contract's purposes, and the unenforceable or invalid provisions shall be replaced.

 **5. 5 Withdrawal from the Contract**

The Producer is entitled withdraw from this Contract, if the Participant materially breaches its obligations under this Contract. A material breach under art. 345 (2) of the Commercial Code means a material breach of any of the Participant’s obligations under this Contract.

The Participant is entitled to withdraw from this Contract, if the Producer materially breaches its obligations under this Contract. A material breach under art. 345 (2) of the Commercial Code means a material breach of any of the Producer’s obligations under this Contract.

The Producer is entitled to withdraw from this Contract, if the Participant acts in contradiction to fair business relation principles, is involved in unfair competition, acts in contradiction to legal regulations governing economic competition, or if their actions damage the reputation or legitimate interests of the Producer.

The Participant is entitled to withdraw from this Contract, if the Producer acts in contradiction to fair business relation principles, is involved in unfair competition, acts in contradiction to legal regulations governing economic competition, or if their actions damage the reputation or legitimate interests of the Participant.

The withdrawal from the Contract acquires force on the day of delivery of the notice on withdrawal to the other Contracting Party.

**5. 6 Notices and Formal Communication**

All notices and all communication between the Parties pursuant to this Contract shall be in writing, or in a form of an e-mail and shall be deemed as to have been properly delivered once delivered to the particular Party; where notices by e-mails are concerned, once the successful transmission to the fax receiver or e-mail recipient is confirmed to the addresses set out by the Parties in the header hereof.

**5.7 Act of Will**

The Parties hereby declare that they agree with the contents of this Contract, it represents their free act and deed, which they confirm through their authorised representatives, who have signed this Contract.

**5.8. Validity and Effectiveness**

This Contract is being concluded for a definite period and becomes valid and effective upon the day of its signing by both Contracting Parties. The validity and effect of this Contract terminates on 31/03/2027.

 **5.9 Disputes**

Any dispute relating to this Contract shall be submitted for settlement to the relevant District Court pursuant to the provisions of the Code of Civil Procedure No. 160/2015 Coll., as later amended.

**5.10 Contact Persons**

For the purposes of performing the provisions of this Contract, the contact persons or the coordinators are persons listed in Annex No. 1 hereto.

Each of the Contracting Parties has a right to change the contact person at any time and must inform the other Contracting Party thereof immediately in writing. The contact person is granted authorizations and powers necessary to take and enforce decisions in regard of the performance of the Contract.

**5.11 Counterparts**

The Contract has been executed in 2 counterparts, of which each Party shall retain a counterpart.

**Annexes**

Annex No. 1: Contact details:

Annex No. 2: Transfer Deed Specimen

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| In Bratislava, on ................... In.........................., on ......................... |
| On behalf of the Producer: |  | On behalf of the Participant: |
|  |  |  |
| Name: Ing. Vlastimil TomašovičPosition: Head of European and Market  Regulation |  | Name: Position:  |
| Name: Ing. Olga BeckerováPosition: Regulatorion analyst |  |  |

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| Annex No. 1 Persons authorized for communication under this Contract:**Contractual Purposes***Producer*

|  |  |  |
| --- | --- | --- |
| Person and Position | e-mail | Tel. |
| Vlastimil Tomašovič, Head of European and Market Regulation | vlastimil.tomasovic@seas.sk  | +421 910 673 797 |
| Oľga Beckerová, Regulation Analyst  | olga.beckerova@seas.sk | +421 910 673 888 |

*Participant*

|  |  |  |
| --- | --- | --- |
| Person and Position | e-mail | Tel.  |
|  |  |  |
|  |  |  |

**Transfer Deed**Persons authorized to sign the Certificates on Transfer of Guarantees of Electricity Produced from Renewable Sources (Renewable Energy Guarantee of Origin) *Producer*

|  |  |  |
| --- | --- | --- |
| Person and Position  | e-mail | Tel.  |
| Vlastimil Tomašovič, Head of European and Market Regulation | vlastimil.tomasovic@seas.sk  | +421 910 673 797 |

*Participant*

|  |  |  |
| --- | --- | --- |
| Person and Position  | e-mail | Tel.  |
|  |  |  |
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 Annex No. 2

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|  | **Transfer Deed No. A/ZPE/XXX/012023/XX** |  |  |  |  |  |
|  | Business name: | **Slovenské elektrárne, a.s.** |  |  |  |  |  |
|  | Registered office at: | Pribinova 40, 811 09 Bratislava  |  |  |  |  |  |
|  | Company Registration Number: | 35 829 052 |  |  |  |  |  |
|  | Tax Registration No.: | 2,020,261,353 |  |  |  |  |  |
|  | VAT Registration No.: | SK2020261353 |  |  |  |  |  |
|  | Bank details: | UniCredit Bank Slovakia a.s. |  |  |  |  |  |
|  | Account No.: | 5257593/1111 |  |  |  |  |  |
|  | IBAN: | SK71 1111 0000 0000 0525 7593 |  |  |  |  |  |
|  | BIC: | UNCRSKBX |  |  |  |  |  |
|  | Account Holder No. (AIB code): | 20 XSLOELER |  |  |  |  |  |
|  | and |  |  |  |  |  |
|  | Business name: |  |  |  |  |  |  |
|  | Registered office at: |  |  |   |  |  |  |  |  |
|  | Company Registration No.: |  |   |  |  |  |  |  |
|  | Tax Registration No.: |  |   |  |  |  |  |  |
|  | VAT Registration No.: |  |  |   |  |  |  |  |  |
|  | Bank connection: |  |  |   |  |  |  |  |  |
|  | Account No.: |  |  |   |  |  |  |  |  |
|  | IBAN: |  |  |   |  |  |  |  |  |
|  | BIC: |  |  |   |  |  |  |  |  |
|  | Account Holder No. (AIB code) |  |  |  |  |  |  |
|  | **Guarantee Number (AIB Code) from - to:** | The amount of electricity intended for transfer (MW h) | Production Source | Period of electricity generation from - to: |  |  |  |  |  |
|  |   |   |   |   |  |  |  |  |  |
|  |   |   |  |  |  |  |  |
|  |   |   |   |   |  |  |  |  |  |
|  |   |   |  |  |  |  |  |
|  | Total amount of electricity transferred by the guarantee: | 0.00 | MWh |   |  |  |  |  |  |
|  | Unit price: |   | €/MW h |   |  |  |  |  |  |
|  | **Total price of the transferred guarantee:** | **0.00** | **€** |   |  |  |  |  |  |
|  |   |  |  |   |  |  |  |  |  |
|  | In Bratislava on: |  | In on:  |   |  |  |  |  |  |
|  | On behalf of the Producer: |  | On behalf of the Participant: |  |  |  |  |  |
|  |   |  |  |   |  |  |  |  |  |
|  | ............................................... |  | ............................................ |  |  |  |  |  |
|  | Vlastimil Tomašovič |  |  |   |  |  |  |  |  |
|  | Head of European and Market Regulation |  |  |   |  |  |  |  |  |
|  |  ……………………………………Olga BeckerováRegulation analyst |  |  |   |  |  |  |  |  |
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|  |  | 01/12/2020. | 31/12/2020 |  |  |  |  |  |  |