GOO Certificate Contract

The purpose of this Agreement (the "Agreement") is to set out the terms and conditions of the transaction entered into by and between the Seller and the Buyer (referred to jointly as the "Parties", and individually referred to as a "Party") on the Trade Date specified below, whereas the Seller agrees to sell and the Buyer agrees to buy a number of GOO Certificates / Guarantees of Origin (the "Certificates") as specified herein (the "Transaction").

The definitions and provisions contained in the Principles and Rules of Operation of Members of the Association of Issuing Bodies for the European Energy Certification System (the "PRO"), including its appendices (Chapters), and the following scheme Domain Protocol will govern and are incorporated into this Agreement:

Relevant Domain Protocol for Slovakia applicable from time to time according to the Issuing Body ("Domain Protocol")

In the event of any inconsistency between the PRO or the Domain Protocol and this Agreement, this Agreement will prevail. In the event of any inconsistency between the PRO and the Domain Protocol, the Domain Protocol will prevail. Notwithstanding the foregoing, the Transfer of Certificates must be carried out at any circumstances within the GoO-Registry, and all transactions must be in line with the legal rules applicable for the GoO-Registry.

This agreement shall come into force on the 0 2 -08- 2021

It is hereby agreed as follows:

1. Trade Date 12 04 2021 2. Contract No 2021/6200/5053

3. Seller

Business name:

VODOHOSPODÁRSKA VÝSTAVBA, ŠTÁTNY PODNIK

Head office: CRN:

P.O.BOX 45, Karloveská 2, 842 04 Bratislava, Slovak Republic 00 156 752

VAT:

SK2020480198

Bank:

Tatra banka, a.s., Bratislava, Slovak Republic

Bank account:

SK45 1100 0000 0029 2112 3848

BIC:

TATRSKBX

Statutory authority: Registered in:

Ing. Vladimír Kollár, general director of state company Commercial register of the Bratislava I District court, section: Pš, file no: 32/B

GoO account number with OKTE:

20XVVBSKKI

4. Buyer

Business name:

Axpo Solutions AG

Head office:

Parkstrasse 23, CH-5401 Baden, Switzerland

CRN:

VAT:

CHE-105.779.348

Bank: Bank account: Deutsche Bank AG, Frankfurt, DE DE 55 5007 0010 0175 4233 01

BIC:

DEUTDEFFXXX

Statutory authority:

Registered in:

Commercial register of Aargau, Switzerland

GoO account number with OKTE:

20XAXPOSK3

Contact person: Phone: Fax: E-mail:

5. Product

The Certificate has the meaning given to 'Guarantee of Origin' under Article 2 and Article 15 of the EU Directive 2009/28/EC of the European Parliament on the promotion of electricity produced from renewable energy sources in the internal electricity market.

Specifications of the Certificate

Type of Certificate:

GoO Certificate

Issuing Body:

OKTE

Production Devices:

Hydro Power Plant Gabčíkovo, Water

structure Gabčíkovo

Time of Production (Issuing 01/01/2022 - 31/12/2022

Periode)

01/01/2023 - 31/12/2023

6. Production Domain

7. Quantity

6.000 certificates a 1MWh/y from Issuing Periode 2022 6.000 certificates a 1MWh/y from Issuing Periode 2023

8. Price

0,45 EURO/MWh excl. VAT for one (1) Certificate,

All amounts referred to in this Agreement are exclusive of any applicable VAT and, where applicable, VAT shall be paid by the party owing it according to the applicable VAT laws.

9. Transaction Costs

The Seller and the Buyer will each bear their own fees and expenses incurred in connection with the negotiations, preparation and execution of this Agreement and the Transaction contemplated by this Agreement.

10. VAT

All prices agreed are exclusive of VAT which, where applicable in accordance with law, will be paid by the paying party upon receipt of a valid VAT invoice. Should a special regime be applicable for the respective transaction (tax exemption, reverse charge etc.), the parties are obliged to provide each other with a valid VAT in-voice and any documentation legally needed to make it possi-ble to comply. In case the appli-cable tax regime foresees a shift of the liability to account for the tax to the receiving party (e.g. reverse charge), the receiving party confirms that it will comply with its respective obligations.

Each party shall bear and pay the taxes relating to its execution and performance of this Agreement (whether they exist and are in force on the date of this Agreement or not).

If allowed by applicable law and only if the parties agree that instead of the payee raising a sales invoice to the payer, the payer is to issue a self-billed invoice, then this paragraph shall apply. The payer shall issue the self-billed invoice in accordance with applicable laws. The self-billing invoice must contain the payee's name, address, VAT registration number and all other details which constitute a full VAT invoice according to applicable VAT legislation.

The payee/self-billee shall accept such invoices raised by the payer, and shall not issue invoices for the supplies covered by this Agreement. The payee shall immediately notify the payer/self-biller if the VAT registration number of the payee changes, if the payee ceases to be VAT registered, if the payee sells its

business or a material part of it, or if other changes occur which are relevant for invoicing. In addition, the payee shall notify the payer/self-biller if relevant details are missing on the self-billing invoice in order to constitute a valid VAT invoice according to the payee's jurisdiction. Each party is responsible for its own VAT compliance. In particular, the payer/self-biller assumes no responsibility for the correct VAT treatment of the self-billing invoices it issues.

If the payer/self-biller intends to outsource the responsibility for issuing self-billing invoices, the payee has to agree in writing beforehand.

Each party undertakes not to knowingly deal with counterparties involved in VAT fraud.

11. Transfer

Date of Transfer: GoOs will be transferred in tranches via OKTE platform. Last tranche shall be transferred until end of Jan 2023 (for period 2022) and end of Jan 2024 (for period 2023).

Transfer by electronic transfer

No later than on the Date of Transfer, Seller shall initiate the transfer of the Quantity as set out in clause 7 to Buyer's account specified in clause 4 with OKTE.

Seller initiates the transfer by entering the transaction in the GoO registry operated by OKTE in Slovakia.

12. Invoicing and Payment Date

The Seller shall invoice the Buyer for the Certificate(s) transferred into the account of the Buyer after Transfer.

"Payment Due Date" shall be the later to occur of:

- (a) the twentieth (20^{th}) day of the calendar month (if not a Business Day the immediately following Business Day) following the month of the transfer; or
- (b) the fifth (5th) Business Day after receipt of an invoice.

"Business Day" means a day (other than Saturday or Sunday) on which the banks in the jurisdiction of the Seller and the Buyer are open for general business.

Payment

The Buyer shall pay the Total Agreement Price on the Payment Due Date to the Seller's bank account specified in Clause 3, free of any expenses and without any withholdings and deductions. Payment shall be remitted by bank transfer.

Default Interest Rate

As from the Payment Due Date the Seller shall be entitled to charge default interest at a rate of three (3) percentage points above the one-month EURIBOR interest rate released on the Payment. Interest may be charged from, and including, the Payment Due Date and to, and excluding, the date of complete payment.

Disputed Amount

If a Party, in good faith, disputes the accuracy of an invoice, it shall on or before the Payment Due Date provide a written explanation of the basis for the dispute and shall pay the undisputed amount invoiced no later than the Payment Due Date. If any amount withheld under dispute is finally determined to have been due, such withheld amount shall, at the election of the owed Party, be credited or returned to it within five (5) Business Days of such determination, along with interest as specified above in "Default Interest Rate".

13. Warranties of the Seller and the Buyer

Seller hereby warrants that on the Date of Transfer:

- Seller is entitled to dispose, deliver and transfer the Certificates;
- the Certificates are not subject to any pledge interest or other encumbrance;
- · the Certificates are transferable; and
- the Certificates correspond to the specification specified in clause 5

Each Party warrants and represents to the other Party as of the date of this Agreement that:

- (a) It is duly organised and existing under the laws of the jurisdiction of its organisation and has full power and legal right to execute, deliver and perform under this Agreement.
- (b) Its execution, delivery and performance of this Agreement does not constitute a violation of any law, governmental regulation, its memorandum and articles of association, other agreements or undertakings, and that it possesses the necessary knowledge in order to be able to perform pursuant to the Agreement, and the person signing this Agreement is authorised and empowered to do so.
- (c) It has obtained or submitted any authorisation or approval or other action by, or notice to or filing with, any governmental authority or regulatory body that is required for the due execution, delivery and performance of this Agreement.
- (d) this Agreement has been duly and validly executed and delivered by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- (e) There are no pending or threatened legal or administrative proceedings to which it is a party, which to the best of its knowledge would materially adversely affect its ability to perform its obligations under this Agreement.
- (f) It has entered into this Agreement in connection with its line of business and the terms hereof have been individually tailored and negotiated.
- (g) It is not relying upon any representation or warranty of the other Party other than those expressly set forth in this Agreement.
- (h) It has entered into this Agreement as principal (and not as agent or in any other capacity, fiduciary or otherwise).
- (i) It has entered into this Agreement with a full understanding of the material terms and risks hereof, and is capable of assuming those risks.
- (j) It has made its investment and trading decisions (including regarding the suitability hereof) based upon its own judgement and any advice from such advisors as it has deemed necessary, and not in reliance upon any view expressed by the other party.
- (k) The other Party is not acting as a fiduciary or an advisor for it, nor has given to it any assurance or guarantee as to the expected performance or result of this Agreement.

14. Limitation of Liability

The liability of each Party, irrespective of from whatever legal base it might be claimed, for any actions, omissions or failures of itself, its employees, officers, contractors and/or agents, that causes any damage, loss, cost or expense incurred by the other Party is limited to an amount equal

to the Total Agreement Price and to the fact that the damage is not due to gross negligence, intentional default or fraud of the Party, its employees, officers, contractors or agents used by such Party in performing its obligation under the Agreement.

The liability does in no event include any indirect or consequential damages, loss of profit, business opportunity, goodwill or anticipated savings.

Each Party shall use best effort to mitigate in a commercially reasonable manner its damage, loss, cost or expense in connection with the Agreement.

15. Force Majeure

"Force Majeure" means any event or circumstance beyond the reasonable control of the Party claiming the Force Majeure (the "Claiming Party") which it could not reasonably have avoided or overcome and which makes it impossible for the Claiming Party to perform its obligations under this Agreement, including, but not limited to, suspension, failure or malfunction of SEDA database which prevents the Transfer or acceptance of the Certificates.

If the Claiming Party is fully or partly prevented, hindered or delayed in its performance of any of its obligations under this Agreement by reason of Force Majeure, then the Claiming Party is relieved of such obligations to the extent that it is prevented by Force Majeure from complying with them, subject to the remaining provisions of this clause, as long as:

- (a)the Claiming Party advises the other Party in writing as soon as reasonably practicable with such date of notification being the Notification Day of:
 - the event or circumstance constituting Force Majeure;
 - its estimate of the likely effect of that Force Majeure on its ability to perform its obligations; and
 - (3) its non-binding estimate of the likely period of that Force Majeure, and
- (b) the Claiming Party uses all reasonable endeavors to terminate or overcome the event or circumstance constituting Force Majeure and resumes full performance of its obligations as soon as reasonably practicable.

If the Claiming Party is relieved from its obligations due to Force Majeure, the corresponding obligations of the other Party shall also be relieved.

16. Confidentiality

Neither Party shall disclose the terms of the Agreement ("Confidential Information") to a third party. Confidential Information shall not include information which:

- (a) is disclosed with the other Party's prior written consent;
- is disclosed by a Party to the Issuing Bodies, Authority, its directors, employees, affiliates, agents, professional advisers, bank or other financing institution, rating agency or intended assignee;
- (c) is disclosed to comply with any applicable law, regulation, or rule of any exchange, system operator or regulatory body, or in connection with any court or regulatory proceeding; provided that each Party shall, to the extent practicable and permissible under such law, regulation, or rule, use reasonable efforts to prevent or limit the disclosure and to give the other Party prompt notice of it;
- (d) is in or comes into the public domain other than by a breach of this provision; or
- (e) is disclosed to price reporting agencies or for the calculation of an index provided that such disclosure shall not include the identity of the other Party.

This confidentiality obligation shall expire one (1) year after Date of Transfer.

17. Disclosure

As the Seller is a liable person in the sense of Act no. 211/2000 Coll. on Free Access to Information and on changes and amendments to certain acts (Freedom of Information Act) as amended (the "Act on free access to Information"), the Parties agree that this Agreement (including bank details and number account of the contracting parties listed in the header of this Agreement) and tax documents related to this Agreement will be published in such a way as required by the Act on free access to information in its provisions for compulsorily published contracts and invoices. §5a and §5b and to the extent according to the regulation of the Government of the SR no. 498/2011 Coll., which lays down the details of the publication of contracts in the Central register of contracts and the details of the information on the conclusion of the contract. For this purpose, the Buyer grants the Seller consent to perform the necessary acts related to the publication of these documents.

18. Termination

This Agreement may be terminated at any time upon the occurrence of one or more of the following events (each, a "Termination Event"):

- (a) Bankruptcy, insolvency or liquidation of a Party whether voluntarily or involuntarily or any other event, which, under the jurisdiction of the relevant Party has an analogous effect to the causes mentioned above:
- (b) failure of a Party to make a payment when due and required, which is not cured within five (5) Business Days after the receipt of a written demand;
- (c) failure of a Party to initiate Transfer of one or more Certificates on the Date of Transfer or failure of a Party to accept Transfer of one or more Certificates on the Date of Transfer and such failure is not cured within ten (10) days after the receipt of a written demand;
- (d) material breach of this Agreement, which is not cured within ten (10) days after the receipt of a written demand;
- (e) Party is unable to Transfer or accept Transfer for reasons of Force Majeure and such inability has lasted for more than thirty (30) consecutive days; and
- (f) change in law referred to in clause 18 below.

If a Termination Event with respect to a Party has occurred and is continuing, the other Party (the "**Terminating Party**") may terminate without any juridical intervention this Agreement ("**Early Termination**") by giving the other Party a notice. A notice of Early Termination may be given by telephone if that notice is confirmed in writing in accordance with clause 20 within one (1) Business Day.

The notice of Early Termination shall specify the relevant Termination Event and designate a day as an early termination date (the "Early Termination Date"). The Early Termination Date may not be earlier than the day the notice is deemed to have been received under this Agreement and not later than twenty (20) days after such date. With effect from the Early Termination Date there shall be no obligation to deliver, transfer or to take any Certificates under this Agreement and to make payments therefor.

The Party which has terminated this Agreement based on any of the items a) - e) listed above in this clause (the "Non-Defaulting Party") shall be entitled to receive a termination amount (the "Termination Amount") from the other Party (the "Defaulting Party") as follows:

If Seller is the Defaulting Party, the Termination Amount shall be (if positive) the difference between:

- (a) the market price, in Euros, to be determined in good faith and in a commercially reasonable manner, for each Certificates Buyer must purchase as a result of failure of delivery by the Defaulting Party; and
- (b) the price as set out in clause 8 per Certificate multiplied by the quantity not delivered. The Termination amount will be increased by any direct cost related to purchase of each Certificates Buyer must purchase as a result of failure of delivery by the Defaulting Party and all outstanding payments, if any.

If Buyer is the Defaulting Party, the Termination Amount shall be (if positive) the difference between:

- (a) the market price, in Euros, to be determined in good faith and in a commercially reasonable manner, for each Certificates Seller must sell as a result of failure of accept the delivery by the Defaulting Party; and
- (b) the price as set out in clause 8 per Certificate multiplied by the quantity not delivered. The Termination amount will be increased by any direct cost related to sales of each Certificates Seller must sell as a result of failure of acceptance by the Defaulting Party and all outstanding payments, if any.

With effect of the Early Termination Date the Non-Defaulting Party shall calculate the Termination Amount. The Termination Amount shall be deemed to be the sole and all-inclusive compensation for the damage and costs incurred by the Non-Defaulting Party as a result of the Early Termination. The Termination Amount will be invoiced to the Defaulting Party and payment shall be due within five (5) Business Days after the receipt of the invoice. By paying the Termination Amount the Defaulting Party will be released from its obligations to deliver and thereafter no other remedies are enforceable towards the Non-Defaulting Party.

19. Change in Law

In case of any change in an applicable law or regulation (or the application or interpretation of any law, rule or regulation) that occurs after the date of this Agreement but prior to the Transfer ("Change in Law"), and which either (i) materially adversely affects the rights or obligations of a party under this Agreement (such as, for example, a Change in Law which changes the right of a party in Slovakia to use the Certificates for electricity tax exemption purposes); or (ii) results in the performance of any obligation of either of the parties under this Agreement being unlawful or objectively impossible ("Illegality"), then the affected party shall provide written notice of the same to the other party setting out details thereof and, to the best of such party's knowledge, a detailed account of the expected effect of such Change in Law.

If there has been a Change in Law which materially and adversely affects the rights and obligation of a Party under the Agreement, the parties shall meet to negotiate in good faith (both acting reasonably) the amendments necessary to the Agreement to achieve (in so far as possible) the same overall balance of benefits, rights, obligations, costs, liabilities and risks as applied prior to the relevant Change in Law. Such a meeting may be requested by either party by giving written notice to the other ("Notice for Renegotiation"). Where the parties fail to find an amicable solution within 45 days following the Notice for Renegotiation, either party may refer the dispute to arbitration in accordance with Clause 24.

In the event of Illegality, mutual rights and obligations will cease as of the effective date of the event causing the Illegality. No termination amount shall be payable, and each party bears the risk associated to the consequences of Illegality.

20. Assignment

Neither Party shall be entitled to assign any of its rights or obligations under this Agreement to any person, without the prior written consent of the other Party with the exception of provisions of clause

21. Such consent may not be unreasonably refused, withheld or delayed, and any purported assignment, charge or transfer in violation of this clause shall be void. Each Party shall be entitled to assign or transfer its rights or obligations without the prior consent of the other Party to an affiliate controlled by or under common control of the relevant Party of equivalent of greater creditworthiness and which is located in the same jurisdiction as the relevant Party. Such an assignment shall only become effective upon notice being received by the other Party.

21. Assignment to Financial Institutions.

Notwithstanding the other provisions of clause 20 the Buyer expressly agrees that the Seller is entitled, without the prior written consent of the Buyer, to assign, or create any security interest (whether by way of pledge or otherwise) in respect of, its rights to receive any payments by the Buyer pursuant to this Agreement to, or in favor of its financing bank: Tatra banka, a.s., having its registered office at Hodžovo námestie 3, 811 06 Bratislava, CRN: 00 686 930, registered in the Commercial Register of the Bratislava I District Court, Section Sa, File No.: 71/B and from receiving financial payment directly from Party B (should the security be enforced), provided, however, that such assignment or creation of such security interest (whether in respect of individual receivables or sets of receivables) shall be without prejudice, and after effect is given, to any netting provisions in this Agreement. For the purpose of this provision, the Parties have agreed that such pledged rights shall be deemed freely assignable and transferrable."

Payments to the assignee according to this provision shall release the Buyer of its payment obligation towards the Seller under condition that the Buyer notifies the Seller of such payment in writing. Seller undertakes and agrees to acknowledge the notice made by the Buyer within 2 Business Days following its receipt."

22. Notifications and Correspondence Terms

All notices or other correspondence under this Agreement shall be in writing and in the English language and shall be deemed to have been received by a party:

- (a) if delivered by hand or courier, on the day of delivery;
- (b) if posted, on the 5th Business Day after being mailed;
- (c) if sent by fax, upon receipt by the sender of the confirmation receipt at the end of the transmission; or
- (d) if delivered by email, on the following Business Day.

All such notices and other communications shall be addressed as set out above in clause 3, if to the Seller, and as set out in clause 4, if to the Buyer unless a Party has provably provided another address for the service of notices.

23. Telephone Recordings

Each Party is entitled to record telephone conversations held in connection with this Agreement and to use the same as evidence. Each Party waives further notice of such recording and acknowledges that it has obtained all necessary consents of its officers and employees to such recording.

24. Register of Partners of Public Sector

In case that a Party is obliged to be registered in the Register of Partners of Public Sector under the Act No. 315/2016 Coll. on Register of Partners of Public Sector and on amendments to certain Acts, it is and at least for the duration of the Agreement it shall remain registered in such Register of Partners of Public Sector. In case the obligation of the Party to be registered in the Register of Partners of Public Sector arises during the duration of the Agreement, the Party is obliged to fulfil its registration duties in accordance with the Act No. 315/2016 Coll. on Register of Partners of Public Sector and on amendments to certain Acts. The Party who is obliged to be registered in Register of Partners of Public Sector shall comply with its duties to keep the information on the Party up to date for the duration of the Agreement."

25. Anti-Corruption Clause

Seller has adopted an anti-corruption program based on the Anti-Corruption Policy of the Slovak Republic for the years 2019 – 2023 adopted by the SR Government Resolution no. 585/2018 of 12 December 2018 the aim and purpose of which is to prevent corruption, enhance corruption prevention, narrow the space for corruption and remove causes of corruption occurrence; both Parties shall be liable for consistent application of and compliance with anti-corruption principles and other provisions of the program in compliance with the adopted anti-corruption program. Anti-corruption Program of Seller is available at the website of Seller.

The Parties adhere to the values defining the legal and anti-corruption conduct as one of fundamental attributes of business activities and all activities of the Parties are characterized by this type of conduct.

The Parties undertake to act in accordance with relevant generally binding legislation, ethical standards, adopted anti-corruption programs while respecting and protecting the fundamental rights and freedoms of all persons, to promote fair and equal treatment of all persons, provide safe and healthy working conditions, respect and protect the environment and adopt appropriate management and business systems in an ethical manner.

The Parties declare that according to their best knowledge neither of their representatives, agents, employees or other persons acting on their behalf within performance of the subject-matter of the Agreement has not offered and they will refrain from offering, giving, providing, requesting or receiving, directly or indirectly, any financial amounts or any things of value or from providing any advantages, gifts or entertainment in order to achieve or maintain any advantage within performance of business activities.

Pursuant to the reporting obligation, the Parties undertake to report any suspected corruption conduct or breach of the anti-corruption program adopted by the Seller to competent public authorities or to submit a notice in the manner specified at the website of Seller.

Each Party is obliged to inform other Party on each and every amendment made in Register of Partners of Public Sector in connection to Party within a period of 5 calendar days after the amendment has been made.

26. Severability

In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent declared invalid or unenforceable without affecting the validity or enforceability of the other provisions of this Agreement, and the remainder of this Agreement shall remain binding on the Parties hereto. However, in the event that any such provision shall be declared unenforceable due to its scope, breadth or duration, then it shall be modified to the scope, breadth or duration permitted by law or governmental or regulatory authority and shall continue to be fully enforceable as so modified.

27. Entire Agreement

This Agreement supersedes all prior agreements and understandings, written and oral, between the Parties with respect to its subject matter and constitutes the entire agreement between the Parties.

28. Amendment

Any amendments or additions to this Agreement shall be made in writing and shall have no effect unless signed by the duly authorised representatives of the Parties.

29. Governing law

This Agreement shall be governed by and construed in accordance with the laws of Slovak Republic.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be referred for resolution and finally settled by the Slovak court(s).

In the event of any difficulty in relation to the performance of the Agreement, the Parties undertake to proceed diligently with good faith negotiations in an attempt to find the solution best adapted to the situation. The difficulty shall be raised by means of a written communication from one Party to the other.

This Agreement is made in four (4) copies, each with the validity of the original, with each of the Contracting Parties receiving two (2) copies.

Executed by the duly authorised representative(s) of each Party, effective as of the Trade Date.

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For Buver: Axpo Solutions AG

Name: Philip Schmid-Lossberg senior originator

Dhilly Colomid Lecohors

28,06. 2021

For Seller: VODOHOSPODÁRSKA VÝSTAVBA,

ŠTÁTNY PODNIK 1 8 -06- 2021

Name: Ing. Vladimír Kollár

general director of state company

Name: Monique Krebschull

teamleader front business support

28.06.2021