

ZMLUVA O POSKYTOVANÍ PORADENSKÝCH SLUŽIEB**CONSULTING SERVICE AGREEMENT**

uzatvorená medzi

by and between

Slovenská elektrizačná prenosová sústava a.s.**Slovenská elektrizačná prenosová sústava a.s.****So sídlom:** Mlynské nivy 59/A, 824 84 Bratislava 26.**Seated:** Mlynské nivy 59/A, 824 84 Bratislava 26**Zastúpený:****Represented by:**Peter Dovhun - generálny riaditeľ
Jaroslav Vach - vrchný riaditeľ úseku ekonomikyPeter Dovhun - Director General
Jaroslav Vach - Managin Director of Economics
Division**Osoba oprávnená konať vo veciach zmluvy:****A person authorized to act in matters of contract:**Martin Riegel - vrchný riaditeľ úseku rozvoja, investícií
a obstrávaniaMartin Riegel - Managing Director of Development,
Investments and Procurement Division**IČO:** 35 829 141
Identifikačné číslo pre DPH: 2020261342
DIČ: SK2020261342**IČO identification number:** 35 829 141
DIČ identification number: 2020261342
IČ DPH identification number: SK2020261342Zapísaná v Obchodnom registri Okresného súdu:
Bratislava I, Oddiel: Sa, Vložka č.: 2906/BRegister of Bussiness Names at Okresný súd Bratislava
I, Oddiel: Sa, Vložka č.: 2906/B

(ďalej ako "Zákazník alebo SEPS").

(hereafter only the "Customer")

a

and

TERADEC S.r.l. f**TERADEC S.r.l. f****So sídlom:** Via Gaibara 11, I-40136 Bologna, Italy**Seated:** Via Gaibara 11, I-40136 Bologna, Italy**Zastúpený:****Represented by:**

Carlo Degli Esposti - Chief Executive Officer

Carlo Degli Esposti - Chief Executive Officer

Osoba oprávnená konať vo veciach zmluvy:**A person authorized to act in matters of contract:**

Carlo Degli Esposti

Carlo Degli Esposti

Číslo účtu: IT 66H3 6092 0160 0957 2626 33905
Kód banky: QNTOITM2XXX
IČO: RI/PRA/2022/32193/800**Bank Account Nr.:** IT 66H3 6092 0160 0957 2626
33905**Bank Code:** QNTOITM2XXX**IČ DPH:** IT04026781205
DIČ: 04026781205**IČO identification number:**
RI/PRA/2022/32193/800
IČ DPH identification number: IT04026781205
DIČ identification number: 04026781205

(ďalej ako "Poskytovateľ")

(hereafter only the "Provider")

(spolu ďalej ako "Zmluvné Strany")

(hereafter only the "Parties")

<p>1. Úvod</p> <p>1.1. Zákazník požiadal Poskytovateľa o poskytnutie poradenských služieb vo forme spolupráce na projekte Podpora implementácie stratégie pre SEPS v oblastiach plánovania rozvoja siete, systému flexibility, market dizajnu a digitalizácie (ďalej iba ako "Projekt").</p> <p>1.2. Podkladom na vypracovanie tejto Zmluvy je záväzná ponuka Poskytovateľa zo dňa 17.03.2023, ktorá tvorí Prílohu č. 1 tejto Zmluvy.</p> <p>2. Predmet Zmluvy</p> <p>2.1. V rámci Projektu bude Poskytovateľ dodávať Zákazníkovi poradenské služby pri:</p> <ul style="list-style-type: none"> • Stanovení jasných cieľov, • Stanovení kľúčových ukazovateľov výkonnosti (KPI) implementácie, • Vypracovaní plánu monitorovania a hodnotenia, • Pridelení zodpovedností a úloh, • Vykonávaní pravidelného hodnotenia stavu/progresu, • Využívaní získaných údajov pre rozhodovanie, • Komunikovaní postupu/progresu . <p>2.2. Rozsah služieb, rozdelenie zodpovedností a projektové výstupy sú uvedené v Prílohe č.1 tejto Zmluvy a v nasledujúcich ustanoveniach tejto Zmluvy.</p> <p>3. Požiadavka na zmenu</p> <p>3.1. Zákazník a Poskytovateľ môžu kedykoľvek požiadať o modifikáciu, doplnenie alebo rozšírenie prác dohodnutých v tejto Zmluve (ďalej len "Požiadavka na zmenu").</p> <p>3.2. Požiadavka na zmenu musí byť postúpená kontaktnej osobe druhej zmluvnej strany (osobe oprávnenej konať vo veciach Zmluvy) prostredníctvom písomného formulára Požiadavky na zmenu.</p> <p>3.3. Požiadavka na zmenu nenadobudne záväznosť, pokiaľ zmluvné strany neuzavrú písomnú dohodu/písomný dodatok k Zmluve o úpravách definície rozsahu prác podľa tejto Zmluvy, o odmene, harmonograme a čase pre vykonanie prác a všetkých ostatných zmluvných dohodách spojených s implementáciou zmeny.</p> <p>3.4. V prípade predloženia Požiadavky na zmenu Zákazníkom, Poskytovateľ do desiatich (10)</p>	<p>1. Introduction</p> <p>1.1. The Customer asked the Provider for consulting services in the form of cooperation on the project Strategy implementation support for SEPS in the domains of grid planning and development, system flexibility, market design and digitalisation strategy (hereafter "Project").</p> <p>1.2. The basis for the elaboration of this Agreement is the Provider's binding offer dated March 17, 2023, which forms Annex no. 1 of this Agreement.</p> <p>2. Scope of Contract</p> <p>2.1. As part of the Project, Provider will provide the Customer with consulting services for:</p> <ul style="list-style-type: none"> • Setting clear goals, • Determination of key performance indicators (KPI) of implementation, • Development of a monitoring and evaluation plan, • Assignment of responsibilities and tasks, • Conducting regular status/progress assessments, • Using the obtained data for decision-making, • Communicating the progress. <p>2.2. The scope of services, allocation of responsibilities and project outputs are listed in Annex 1 to this Agreement and following clauses of this Agreement.</p> <p>3. Change request</p> <p>3.1. Customer and Provider may at any time request the modification, amendment or extension of work agreed in this Agreement (the "Change Request").</p> <p>3.2. Change Request must be forwarded to the contact person of the other Party (to a person authorized to act in matters of the Agreement) via written form for change request.</p> <p>3.3. The change request will not become binding unless the contracting parties conclude a written agreement/written amendment to the Agreement on adjustments to the scope definition of work according to this Agreement, on the remuneration, schedule and time for the execution of the work and all other contractual agreements associated with the change implementation.</p> <p>3.4. In case of submission of Customer change request, Provider will prepare estimates for</p>
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	<p>pracovných dní od obdržania formulára Požiadavky na zmenu pripraví odhad pre implementáciu požadovanej modifikácie, rozšírenia alebo doplnenia. V prípade predloženia formulára Požiadavky na zmenu Poskytovateľom, Poskytovateľ vo formulári Požiadavky na zmenu uvedie všetky zmeny zmluvných dohôd, ktoré budú potrebné v prípade implementácie zmeny.</p>	<p>implementation of the required modifications, extensions or additions within ten (10) working days from receiving the claim. In case of submission of change request from Provider, Provider will indicate changes in contractual arrangements that will be needed for the implementation of the changes resulting from change request.</p>	
3.5.	<p>Zákazník do desiatich (10) pracovných dní od obdržania formulára Požiadavky na zmenu podanej Poskytovateľom rozhodne o tom, či bude požadovaná zmena implementovaná a v písomnej forme oznámi svoje rozhodnutie projektovému manažérovi Poskytovateľa.</p>	3.5.	<p>Customer decides whether the change request will be implemented and will notify Provider's project manager in writing within ten (10) working days from receiving the claim.</p>
3.6.	<p>Poskytovateľ bude informovať Zákazníka o nákladoch a predvídateľných dopadoch na harmonogram Projektu, ktoré vyplynú zo skúmania alebo dokumentácie akýchkoľvek Požiadaviek na zmenu požadovaných Zákazníkom alebo identifikovaných Poskytovateľom ako potrebné. Taktiež bude adekvátne upravený harmonogram a čas na vykonanie prác.</p>	3.6.	<p>Provider will notify Customer about costs and predictable impacts on the project schedule as a result of study the change request documentation requested by Customer or necessary changes identified by Provider. The time schedule for the execution of works will also be adjusted accordingly.</p>
4.	Procedúra riešenia problémov	4.	Problem solving procedures
4.1.	<p>Riešenie akýchkoľvek otázok a problémov týkajúcich sa realizácie Projektu, ktoré vzniknú, bude najprv dané do pozornosti vedenia Projektu vo forme písomnej správy o probléme.</p>	4.1.	<p>Dealing with any issues and concerns related to the implementation of the Project, will be first called to the attention of project management in the form of a written report about the problem.</p>
4.2.	<p>V prípade, že vedenie Projektu nebude schopné dosiahnuť rozhodnutie do piatich (5) pracovných dní od obdržania správy o probléme, vedenie Projektu postúpi problém vo forme písomnej správy Riadiacemu výboru projektu. Riadiaci výbor v lehote do piatich (5) pracovných dní od obdržania písomnej správy využije všetky primerané prostriedky na vyriešenie problému.</p>	4.2.	<p>If the management of the Project will be unable to reach a decision within five (5) working days upon receipt of the problem, the problem will be forwarded in the form of a written report to the project Steering Committee. Steering Committee will use all appropriate means to solve the problem within five (5) business days of receipt of the written report.</p>
4.3.	<p>Orgány projektu</p>	4.3.	<p>Project authorities:</p>
	<p>Riadiaci výbor projektu: Zákazník: Jaroslav Vach - vrchný riaditeľ úseku ekonomiky Martin Riegel - vrchný riaditeľ úseku rozvoja, investícií a obstarávania</p>		<p>Steering Committee: Customer: Jaroslav Vach - Managing Director of Economics Division Martin Riegel - Managing Director of Development, Investments and Procurement Division</p>
	<p>Poskytovateľ: Carlo Delgi Esposti</p>		<p>Provider: Carlo Delgi Esposti</p>
4.4.	<p>Žiadna zo Zmluvných strán nebude oprávnená začať súdny spor, pokiaľ nebude</p>	4.4.	<p>None of the Parties shall be entitled to initiate a legal dispute in front of a court</p>

- táto Procedúra riešenia problémov ukončená, bez dosiahnutia riešenia problému.
- 4.5. Všetky rozhodnutia, ktoré budú výsledkom tejto Procedúry riešenia problémov, budú písomne zdokumentované a podpísané menovanými zástupcami Projektu oboch zmluvných strán, ktorí k rozhodnutiu dospeli.
- 5. Povinnosti Zákazníka**
- 5.1. Zákazník sa zaväzuje, že poskytne Poskytovateľovi všetky informácie a podklady, doklady a iné písomnosti, ktoré budú potrebné na riadne splnenie záväzkov Poskytovateľa podľa tejto zmluvy. Poskytovateľ sa zaväzuje, že informácie a dokumenty podľa predchádzajúcej vety, ktoré budú potrebné na poskytnutie dohodnutého plnenia podľa tejto zmluvy si písomne alebo emailom vyžiada od Zákazníka v dostatočnom časovom predstihu a v rámci vyžiadania presne označí, ktoré dokumenty alebo informácie a v akej lehote požaduje predložiť. Poskytovateľ prevezme príslušné dokumenty na adrese sídla Zákazníka, ak ich charakter a obsah neumožňuje ich zaslanie elektronickou poštou.
- 5.2. Zákazník zodpovedá za poskytnutie súčinnosti počas prípravy realizačných výstupov vo forme dodávanie vstupných informácií a dát pre realizáciu výstupov podľa požiadaviek Poskytovateľa, aktívnu účasť svojich pracovníkov na pracovných stretnutiach k predmetu zmluvy podľa navrhnutého harmonogramu, riadenie a organizáciu prác a pracovníkov na strane Zákazníka počas projektu, odsúhlasovanie a akceptáciu realizačných výstupov projektu.
- 6. Povinnosti Poskytovateľa**
- 6.1. Poskytovateľ je povinný poskytovať plnenie z tejto Zmluvy podľa pokynov Zákazníka, riadne a včas, do stanoveného termínu plnenia.
- 6.2. Poskytovateľ bude so Zákazníkom spolupracovať a kedykoľvek mu poskytne informáciu o stave prác a umožní prístup k dokumentácii.
- 6.3. Poskytovateľ zodpovedá za prípravu a realizáciu zadaných realizačných výstupov projektu podľa odsúhlaseného harmonogramu projektu.
- 7. Autorské práva a podmienky využitia realizačných výstupov projektu**
- unless this problem solving procedure is terminated without reaching a solution to the problem.
- 4.5. All decisions resulting from this problem solving procedure will be documented in writing and signed by the designated Project representatives of both parties who reached the decision.
- 5. Customer obligations**
- 5.1. Customer is committed to provide all information, papers and other documents that will be necessary for the proper fulfillment of the Provider's obligations under this Agreement. The Provider agrees that the information and documents under the preceding sentence which are necessary to provide the agreed scope of work will be requested by Provider in writing or via email in advance and each document and information will be precisely identified with requested time for delivery. Provider pick up relevant documents at Customer's address, if their content and character can not be send by e-mail.
- 5.2. Customer is responsible for coordination during the preparation of deliverables in the form of supplying the input data and information for the implementation according to the request of Provider, the active participation of its staff at workshops to the subject matter in accordance with the proposed timetable, management and organization of work and Customer employees during the Project, reconciliation and acceptance of deliverables.
- 6. Provider obligations**
- 6.1. Provider is required to perform the work based on this Agreement according to Customer's instructions, properly and on time, till agreed deadline.
- 6.2. Provider will cooperate with Customer and will provide him with information on the status of the works and will provide access to the documentation at any time.
- 6.3. Provider is responsible for the preparation and implementation of defined project deliverables according to an agreed project schedule.
- 7. Copyright and terms of use of project deliverables**

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|---|---|
| <p>7.1. Autorské práva sa riadia zákonom SR č. 185/2015 Z.z. Autorský zákon.</p> | <p>7.1. Copyright is governed by the Act of the Slovak Republic no. 185/2015 Coll. Copyright law.</p> |
| <p>7.2. Poskytovateľ prehlasuje, že realizačné výstupy projektu neporušujú autorské práva tretích osôb. V prípade, že dôjde k úspešnému uplatneniu autorských práv tretími osobami, Poskytovateľ sa zaväzuje nahradiť Zákazníkovi spôsobenú škodu v plnom rozsahu.</p> | <p>7.2. The provider declares that the project deliverables do not violate the copyrights of third parties. In the case that copyrights are successfully applied by third parties, the Provider undertakes to compensate the Customer for the damage caused in full.</p> |
| <p>7.3. Zákazník je oprávnený bez obmedzenia a predchádzajúceho súhlasu Poskytovateľa využiť všetky realizačné výstupy projektu primeraným spôsobom a formou.</p> | <p>7.3. The customer is entitled to use all the project deliverables in an appropriate manner and form without limitation and with the prior consent of the Provider.</p> |
| <p>8. Akceptácia</p> | |
| <p>8.1. Predmetom akceptácie Zákazníka bude Mesačná správa, ktorá bude popisovať stav jednotlivých oblastí predmetu zmluvy. Za deň splnenia zmluvného záväzku Poskytovateľa podľa tejto zmluvy sa považuje deň podpisu Akceptačného protokolu. Zákazník je povinný ukončiť akceptáciu do siedmich (7) kalendárnych dní odo dňa dodania. Akceptačný protokol bude podkladom pre vystavenie faktúry Poskytovateľom na cenu uvedenú v bode 9.1 v tejto Zmluve.</p> | <p>8.1. The monthly report that will describe the status of the individual areas of scope of work will be subject to Customer acceptance. The day of the signing of the acceptance protocol is considered the date of fulfillment of the Provider's contractual obligations under this Agreement. Customer is obliged to finish the acceptance within seven (7) calendar days from the date of delivery. The acceptance protocol will be the basis for issuing an invoice by the Provider for the price specified in point 9.1 of this Agreement.</p> |
| <p>8.2. V prípade, že je podpis Akceptačného protokolu zamietnutý z dôvodov, ktoré sú v súlade s touto Zmluvou alebo ustanoveniami platných právnych predpisov, oznámi Zákazník tieto dôvody Poskytovateľovi písomnou formou. Poskytovateľ by mal kvalitu služby napraviť alebo následne bezodkladne poskytnúť nedodané služby najneskôr v primeranej dobe, ktorú určí Zákazník.</p> | <p>8.2. If the signature of Acceptance protocol is rejected for reasons that are in accordance with this Agreement or applicable law, Customer shall notify the Provider in writing with the reasons. The Provider should correct the quality of the service or, subsequently, immediately provide the undelivered services no later than within a reasonable time determined by the Customer.</p> |
| <p>9. Cena a platobné podmienky</p> | |
| <p>9.1. Celková cena za predmet tejto Zmluvy je dohodnutá maximálne vo výške 90.000,- EUR.</p> | <p>9.1. The total price for the subject of this Agreement is agreed at a maximum of 90.000,- EURO.</p> |
| <p>9.2. Zákazník sa zaväzuje zaplatiť Poskytovateľovi cenu dohodnutého plnenia na základe faktúry riadne vystavenej Poskytovateľom a doručenej Zákazníkovi. Zmluvné strany sa dohodli, že Poskytovateľ vystaví faktúru do 7 dní po ukončení kalendárneho mesiaca.</p> | <p>9.2. Customer agrees to pay to Provider an agreed price against invoice issued and delivered to Customer. Parties agree that the Provider will issue an invoice within 7 days after the end of the calendar month.</p> |
| <p>9.3. Cena uvedená v bode 9.1. nezahŕňa cestovné náklady a výdavky s cestovaním</p> | <p>9.3. The price referred to in paragraph 9.1. does not include travel costs and expenses of</p> |

Poskytovateľa s plnením povinností vyplývajúcich z tejto Zmluvy pri mieste dodania služieb Bratislava, SR alebo na inom mieste na základe písomnej požiadavky Zákazníka. Cena nezahŕňa DPH.

Provider to comply with obligations under this Agreement at the place of delivery of services in Bratislava, Slovakia or at another location based on the written request of the Customer. The price does not include VAT.

9.4. Cenu uvedenú v bode 9.1. možno zmeniť iba na základe písomnej dohody oboch zmluvných strán.

9.4. Price referred to in paragraph 9.1. can be changed only by written agreement of both Parties.

9.5. Faktúry sú splatné do 30 dní odo dňa ich doručenia zákazníkovi, prílohou faktúry bude Akceptačný protokol.

9.5. The invoices are due within 30 dates from their delivery to the Customer. A signed Acceptance protocol shall be annexed to every invoice.

10. Dôvernosc'

10. Confidentiality

10.1. Obidve Zmluvné strany, si budú v priebehu Projektu odovzdávať a oznamovať druhej strane chránené materiály a informácie ("Chránené materiály a informácie"), ktoré ako také označí ktorákolvek zo strán primeraným spôsobom. Každá zo strán je povinná použiť primerané prostriedky k udržaniu dôvernosti Chránených materiálov a informácií druhej strany a zaistenie, že nebudú sprístupnené akejkoľvek tretej strane bez predchádzajúceho súhlasu druhej strany, s výnimkou prípadu, keď je nevyhnutné tak urobiť v rámci poskytovania Služieb. Je zároveň dohodnuté, že záväzky dohodnuté v tomto článku sa nevzťahujú na Chránené materiály a informácie; (a) s ktorými sa druhá strana už skôr oboznámila; (b) ktoré nezávisle druhá strana sama vyvinula; (c) ktoré sú na nej vyžadované štátnym orgánom alebo súdom v súlade so zákonom alebo (d) ktoré sú alebo sa stanu verejne dostupnými v súlade so všeobecne záväznými právnymi predpismi a touto dohodou. Pokiaľ poruší niektorá zo zmluvných strán túto povinnosť alebo inú povinnosť uvedenú v tomto článku, je povinná druhej strane zaplatiť zmluvnú pokutu 1.000,- EUR za každé porušenie povinnosti ochrany dôverných informácií a obchodného tajomstva.

10.1. Both, the Customer and Provider, will in the course of the Project need to make available to the other party proprietary materials and information (the "Proprietary Materials and Information") which either party will designate with an appropriate notice. Either party will use its reasonable efforts to maintain the confidentiality of the other's Proprietary Materials and Information and to not disclose any such Proprietary Materials and Information without the prior written consent of the other party, except as is necessary for the performance of the Services. It is understood that the obligations set forth above in this section do not apply to Proprietary Materials and Information (a) otherwise generally known; (b) rightfully received from a third party without restriction on disclosure; (c) already known by the receiving party; or (d) independently developed by the receiving party. If any breach of this obligation by the Parties or other obligation referred to in this Article shall be required to pay the other a penalty 1.000,- EURO for each breach of the obligation to protect confidential information and trade secrets.

10.2. V závislosti od rozsahu poskytovaných chránených materiálov a informácií je Zákazník oprávnený pred ich poskytnutím požadovať od Poskytovateľa uzavretie osobitnej dohody o mlčanlivosti.

10.2. Depending on the scope of provided protected materials and information, the Customer is entitled to require the Provider to conclude a special confidentiality agreement before providing them.

11. Úroky z omeškania

- 11.1. Poskytovateľ je oprávnený požadovať od Zákazníka úroky z omeškania vo výške 0,05% z dlžnej sumy za každý deň omeškania s úhradou ceny poskytnutej služby v termínoch podľa čl. 9.

12. Obmedzenie náhrady škody

- 12.1. Rozsah zodpovednosti Poskytovateľa z titulu možných nárokov na náhradu škody voči Zákazníkovi a/alebo akejkolvek tretej osobe v súvislosti s akýmikoľvek úkonmi či nečinnosťou zo strany Poskytovateľa alebo inak súvisiaci s touto Zmluvou je tvorený preukázanou priamou škodou vzniknutou Zákazníkovi a rozsah zodpovednosti je ďalej celkovo obmedzený do výšky 10% celkovej Ceny za Služby, ktorú Poskytovateľ obdržal od Zákazníka za poskytnutie vadných Služieb zo strany Poskytovateľa.

13. Kontaktné osoby

- 13.1. Kontaktnou osobou Poskytovateľa pre akékoľvek záležitosti týkajúce sa tejto Zmluvy je:

Jozef Dovala

Doručovacia adresa:
Slovenská prenosová elektrizačná sústava,
a.s.
Mlynské nivy 59/A
Bratislava 821 09
Slovenská republika

- 13.2. Kontaktnou osobou Zákazníka pre akékoľvek záležitosti týkajúce sa tejto Zmluvy je:

Carlo Degli Esposti

Doručovacia adresa:
Via Gaibara 11, I-40136 Bologna, Italy

14. Iné ustanovenia

- 14.1. Táto Zmluva môže byť ukončená na základe písomnej dohody zmluvných strán alebo písomnou výpoveďou aj bez uvedenia dôvodu jednej zo strán s jednomesačnou výpoveďou, ktorá začne plynúť prvým dňom kalendárneho mesiaca nasledujúceho po

11. Charge for late payment

- 11.1. Provider is entitled to claim from Customer interest at the rate of 0.05% of the amount due for each day of delay in payment of the price of the service according to the terms of Art. 9.

12. Limitation of damages

- 12.1. The scope of the Provider's liability for possible claims for damages against the Customer and/or any third party in connection with any actions or inaction on the part of the Provider or otherwise related to this Agreement is formed only by a proven direct damage caused to the Customer, and the scope of liability is further overall limited to 10% of the total Price for the Services that the Provider received from the Customer for the provision of defective Services by the Provider.

13. Contact persons

- 13.1. Provider's contact person for any matter relating to this Agreement:

Jozef Dovala

Delivery address:
Slovenská prenosová elektrizačná sústava,
a.s.
Mlynské nivy 59/A
Bratislava 821 09
Slovenská republika

- 13.2. Customer's contact person for any matter relating to this Agreement:

Carlo Degli Esposti

Delivery address:
Via Gaibara 11. I-40136 Bologna. Italy

14. Other provisions

- 14.1. This Agreement may be terminated by written agreement of the Parties or the written notice of either party with one month's notice, which begins on the first day of the calendar month following the calendar month in which the notice was received by

- kalendárnom mesiaci, v ktorom bola výpoveď doručená druhej zmluvnej strane. V prípade ukončenia tejto zmluvy dohodou bude Poskytovateľovi Zákazníkom riadne uhradená časť z ceny uvedenej v bode 9.1 tejto Zmluvy za plnenia poskytnuté pred jej ukončením. V takomto prípade budú všetky rozpracované výstupy odovzdané v aktuálnom stave „ako stojí a leží“ bez akýchkoľvek záruk. Na riadne odovzdané, akceptované a zaplatené časti výstupov sa vzťahuje riadna záruka Poskytovateľa v zmysle príslušných ustanovení Obchodného zákonníka.
- 14.2. Všetky skutočnosti neupravené v tejto zmluve sa riadia ustanoveniami Obchodného zákonníka.
- 14.3. Táto Zmluva sa bude riadiť právom Slovenskej republiky. Akékoľvek spory vzniknuté zo Zmluvy alebo v súvislosti s ňou budú rozhodované miestne a vecne príslušným súdom daným platným poriadkom SR, najmä Občianskym sporovým poriadkom.
- 14.4. Zmluvné strany sa zaväzujú, že si budú vzájomne poskytovať potrebnú súčinnosť a vzájomne sa informovať o ďalších skutočnostiach potrebných pre plnenie ich záväzkov z tejto zmluvy, oznamovať si včas dôležité okolnosti a ich zmeny, ktoré môžu mať vplyv na ich spoluprácu podľa tejto zmluvy.
- 14.5. Zmluvné strany sa dohodli, že všetky písomnosti, oznámenia, resp. informácie podľa ustanovení tejto zmluvy (ďalej len „**korešpondencia**“) vyhotovené v písomnej forme, prípadne zachytené na inom hmotnom nosiči si budú navzájom doručovať osobne, poštou alebo prostredníctvom elektronickej pošty (e-mail), a to na adresy uvedené v tejto kapitole („Kontaktné osoby“).
- 14.6. Pri osobnom doručovaní korešpondencie sa korešpondencia považuje za doručenú okamihom, keď si zmluvné strany prostredníctvom oprávnených osôb vzájomne písomne potvrdia jej doručenie.
- 14.7. Pre potreby doručovania prostredníctvom pošty sa použijú adresy zmluvných strán uvedené v záhlaví tejto zmluvy a/alebo adresy uvedené v čl. 13 tejto Zmluvy, ibaže odosielajúcej zmluvnej strane adresát písomnosti oznámil novú adresu sídla, prípadne inú novú adresu určenú na doručovanie písomností. V prípade akejkoľvek zmeny adresy určenej na doručovanie písomností na základe tejto
- the other party. In the event of termination of this Agreement by an agreement, the Provider will be duly reimbursed by the Customer for the part of the price specified in point 9.1 of this Contract for services provided before its termination. In such a case, all work-in-progress outputs will be delivered in their current state "as is" without any guarantees. Properly delivered, accepted and paid parts of outputs are covered by the proper guarantee of the Provider in accordance with the relevant provisions of the Commercial Code.
- 14.2. All facts not addressed in this agreement shall be governed by the Commercial Code.
- 14.3. This Agreement will be governed by the law of the Slovak Republic. Any disputes arising from the Agreement or in connection with it shall be decided by a locally and substantively competent court according to valid regulations of the Slovak Republic, in particular the Civil Dispute Code.
- 14.4. Parties undertake to provide each other with the necessary cooperation and inform each other of other facts necessary for the fulfillment of their obligations under this Agreement, to notify each other in a timely manner of important circumstances and their changes that may affect their cooperation under this Agreement.
- 14.5. The parties agree that all documents, notices, respectively information under the provisions of this contract (hereinafter referred to as "**correspondence**") made in writing, or captured on a different medium will delivered to each other in person, by mail or by electronic mail (e-mail), at the address mentioned in this chapter ("contact persons").
- 14.6. In the case of personal delivery of correspondence, the correspondence is considered delivered at the moment when the parties mutually confirm its delivery in writing through authorized persons.
- 14.7. For the purposes of delivery by mail will be used addresses of the parties listed in the heading of this Agreement and / or the address given in the Article. 13 of this Agreement, unless the sending party announced a new addressee's address or any other address specified for delivery of documents. In case of any change of address specified for document delivery for this Agreement or in connection with this

zmluvy alebo v súvislosti s touto Zmluvou sa príslušná zmluvná strana zaväzuje o zmene adresy bezodkladne písomne informovať druhú zmluvnú stranu; v takomto prípade je pre doručovanie rozhodujúca nová adresa riadne oznámená zmluvnej strane pred odosielaním korešpondencie.

Agreement, the Party concerned commits a change of address in writing immediately notify the other party, in which case the new address properly notified by party is the address for delivery of documents.

14.8. Zmluvná strana nenesie zodpovednosť za prípadné nedoručenie korešpondencie, ak jej druhá zmluvná strana neoznámila zmenu svojej korešpondenčnej adresy, prípadne e-mailovej adresy.

14.8. A Party shall not be liable for any failure to deliver correspondence, if the other party has not notified change of mailing address or e-mail address.

15. Záverečné ustanovenia

15. Final provisions

15.1. Táto Zmluva nadobúda platnosť dňom podpisu oboma zmluvnými stranami a účinnosť dňom nasledujúcim po dni zverejnenia v Centrálnom registri zmlúv. Zmluva bola vyhotovená v dvoch jazykových verziách. V prípade akýchkoľvek nezrovnalostí alebo sporov týkajúcich sa výkladu jej obsahu je záväzná slovenská verzia.

15.1. This Agreement shall enter into force upon signature by both parties and becomes effective on the day following the date of publication in the Central Register of Contracts.

The Agreement was drawn up in two language versions. In case of any discrepancies or disputes as to the interpretation of its content, the Slovak version shall be binding.

15.2. Zmluvné strany sa dohodli, že Zmluva a daňové doklady súvisiace so Zmluvou budú zverejnené takým spôsobom, ktorý pre povinne zverejňované zmluvy, objednávky a faktúry vyplýva z § 5a a 5b zákona č. 211/2000 Z. z. o slobodnom prístupe k informáciám a o zmene a doplnení niektorých zákonov (zákon o slobode informácií) v znení neskorších predpisov. Tým nie je dotknutá ochrana utajovaných skutočností, ochrana osobnosti a osobných údajov, ochrana obchodného tajomstva, ako aj ďalšie obmedzenia prístupu k informáciám, ktoré zverejnenie obmedzujú, alebo vylučujú.

15.2. The contracting parties have agreed that the Contract and tax documents related to the Contract will be published in a manner that, for mandatorily published contracts, orders and invoices, follows from § 5a and 5b of Act no. 211/2000 Coll. on free access to information and on amendments to certain laws (the Freedom of Information Act), as amended. This does not affect the protection of classified facts, the protection of personality and personal data, the protection of trade secrets, as well as other restrictions on access to information that limit or exclude disclosure.

15.3. Poskytovateľ podpisom tejto Zmluvy potvrdzuje, že sa oboznámil s dokumentom spoločnosti SEPS s názvom „Politika ochrany osobných údajov v spoločnosti Slovenská elektrizačná prenosová sústava, a.s.“ zverejnenom na webovej stránke spoločnosti SEPS www.sepsas.sk, ktorého obsahom sú informačné povinnosti a ďalšie fakty o spracúvaní osobných údajov fyzických osôb zo strany spoločnosti SEPS v zmysle Nariadenia Európskeho parlamentu a Rady (EÚ) 2016/679 z 27. apríla 2016 o ochrane

15.3. By signing this Agreement, the Provider confirms that it has familiarized itself with the SEPS document entitled "Personal data protection policy in Slovenská elektrizačná prenosová sústava, a.s." published on the SEPS website www.sepsas.sk, which contains information obligations and other facts about processing of personal data of natural persons by SEPS in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons in

fyzických osôb pri spracúvaní osobných údajov a o voľnom pohybe takýchto údajov, ktorým sa zrušuje Smernica 95/46/ES (všeobecné nariadenie o ochrane údajov) a zákona č. 18/2018 Z.z. o ochrane osobných údajov a o zmene a doplnení niektorých zákonov.

the processing of personal data and on the free movement of such data, which repeals Directive 95/46/EC (general regulation on data protection) and Act no. 18/2018 Coll. on the protection of personal data and on the amendment of certain laws.

- | | |
|---|---|
| 15.4. Pokiaľ by niektoré z ustanovení Zmluvy bolo, alebo sa stalo neúčinným, neplatným, nezákonným alebo nevykonateľným (ďalej aj ako "vada pôvodného ustanovenia"), nebude tým dotknutá, ani obmedzená platnosť, účinnosť a vykonateľnosť ostatných ustanovení Zmluvy. Zmluvné strany sa zaväzujú, že takto dotknuté ustanovenia Zmluvy nahradia novým ustanovením, ktoré netrpí vadou pôvodného ustanovenia a v čo najvyššej možnej miere zodpovedá duchu a účelu úpravy práv a povinností, obsiahnutých v zrušenom ustanovení. | 15.4. Should any of the provisions of the Agreement be, or become, ineffective, invalid, illegal or unenforceable (hereinafter referred to as "defect of the original provision"), the validity, effectiveness and enforceability of the other provisions of the Agreement will not be affected or limited. The contracting parties undertake to replace the affected provisions of the Agreement with a new provision that does not suffer from the defect of the original provision and corresponds to the highest possible extent to the spirit and purpose of the regulation of rights and obligations contained in the repealed provision. |
| 15.5. Táto Zmluva je vyhotovená v štyroch (4) vyhotoveniach, každé vyhotovenie má platnosť originálu. Každá zmluvná strana obdrží dve (2) vyhotovenia. | 15.5. This Agreement shall be executed in four (4) counterparts, any of which has the force of the original. Each party shall receive two (2) counterparts. |
| 15.6. Zmena tejto Zmluvy je možná len písomnou dohodou zmluvných strán. | 15.6. Change of this Agreement is possible only by written agreement of the Parties. |
| 15.7. Zmluvné strany vyhlasujú, že si túto Zmluvu prečítali, jej obsahu porozumeli a na znak toho, že obsah tejto zmluvy zodpovedá ich skutočnej a slobodnej vôli, ju podpísali. | 15.7. The parties declare that they have read and understood the content of this Agreement. The parties agree to all the provisions listed above, and sign this document of their free will. |
| 15.8. Prílohy Zmluvy:
Príloha č.1 – Ponuka zo dňa 17.03.2023 | 15.8. Annexes:
Annex Nr.1 – proposal from 17.03.2023 |

Za Zákazníka / Customer:

.....
Peter Dohun
Generálny riaditeľ

V Bratislave / Bratislava

Jaroslav Vach
Výkonný riaditeľ úseku ekonomiky

V Bratislave / Bratislava

Za Poskytovateľa / Provider:

.....
Carlo Degli Esposti
Chief Executive Officer

V Bratislave / Bratislava

Príloha č. 1 - Ponuka zo dňa 17.03.2023
Annex Nr.1 – proposal from 17.03.2023



Technical and commercial offer

17/03/2023

A strategy
implementation
support for SEPS a.s.
in the domains of grid
planning and
development, system
flexibility, market
design and
digitalisation strategy

Carlo Degli Esposti, CEO

About TERADEC

TERADEC S.r.l. is a young and ambitious consulting firm in energy, aiming to support governments, institutions, grid operators, institutional investors, private equities, and market actors to shape the future of the energy regulation and market design. Its main scope is to identify new profitable opportunities in a rapidly evolving energy sector at EU and worldwide scale.

Though created only in the beginning of 2021, TERADEC operating model leverages on the network of professionals that cooperates with the company, including former C-Levels of large European Utilities who have been covering steering positions in the energy market liberalization process since its beginning in 1999 and before. This allows TERADEC to compose high-profile and focused teams to best satisfy the needs of the customer.

TERADEC is a new, thought-provoking, and rousing choice for a stimulating journey through the complexities of energy policy, regulation, and modelling, leading the customer to a clearer view of the key issues to tackle for profitable investments in the energy business. You can read more about BSDE associate partners experience and achievements in the bio section, further into this document.

Scope of Work

The scope of work is to provide managerial support to the board members of SEPS to implement concrete strategic advancements in the four strategic development domains identified during previous projects with an international consulting firm.

Background

After the completion of the knowledge transfer program, SEPS a.s. Is not interested in receiving support for a follow up of all the actions resulting from the programme to secure their short term effective implementation.

The areas where the Slovakian TSO so has been identifying specific need of support to implement its strategy are the following:

- Application of state-of-the-art approaches to grid planning and system development, to a concrete case (the planned interconnection between Austria and Slovakia has been suggested as target case)
- Enhancement of system flexibility via at least one specific pilot project
- Full integration of SEPS into the European market design and notably into the EU cross border balancing schemes (I.e. PICASSO, MARI, TERRE projects)
- Development of a strategy for a digital grid to contribute efficiently to a net-zero strategy for the Slovakian energy system

Our approach

The general approach for the consultancy support is to provide guidance and regular support in the review of the four key areas of strategic development of SEPS interest.

Pierre Bornard and Carlo Degli Esposti will work on the side of SEPS Board Members to indicate them how:

Develop a performance management system: This activity involves defining key performance indicators (KPIs) that measure progress towards achieving the objectives of the strategy. Pierre and Carlo will support SEPS directors to review and redesign their KPI system, starting from the

definition of the key success factors of each director's mission and ensuring its consistency with the company strategy.

Conduct regular reviews: Regular reviews of the implementation process can help identify any issues that may be hindering progress towards achieving the objectives of the strategy. Pierre and Carlo will help the SEPS directors to monitor and review the status of advancement in the different projects so to secure the appropriate level of control on completed part of the project and the actions to lead it to its successful completion.

Assign roles and responsibility: Assigning specific responsibilities to individuals or teams for the various tasks involved in implementing the strategy can help ensure accountability and increase the chances of successful implementation. Especially in the project design phase, Carlo and Pierre will secure that sufficient resources and with the appropriate level of expertise are made available for the project execution process.

Develop a communication plan: As discussed in the strategy workshop in October 2022, communication plan can help ensure that everyone involved in the implementation process is aware of their responsibilities, timelines, and any changes or updates to the strategy. Leveraging on the workshop conclusions, Pierre and Carlo will work on the side of SEPS Directors and their teams to design, plan and execute an appropriate communication strategy, so to involve all relevant stakeholders, at the appropriate point in time, about the key decisions required for the project execution.

Define the project execution requirements: Establishing a budget for the implementation process can help ensure that the necessary resources are available to execute the strategy. Pierre and Carlo will provide indications to support the design of the budget requirements, the resources to be acquired and coordinated, as well as a sound monitoring process to follow up actual expenditures against the budget and have the right involvement of the financial department.

Use technology: Technological upgrades to be in condition to monitor efficiently flexibility integration and market integration are part of the choices for SEPS Board to drive efficiently the business in the years to come. Pierre and Carlo will support SEPS in the identification of the new functional requirements to support the implementation of the strategic plan.

Our proposed methodology

We will organise bilateral meetings with directors, managers and group of experts to support the scoping of each initiative, the planning of the activities, the interfacing with other concerned systems, so to secure that these fundamental activities for the strategy implementation are duly accounted and understood by the SEPS workforce across all organizational levels:

1. **Set clear objectives:** The first step in monitoring a strategy implementation process is to set clear objectives that define what success looks like. These objectives should be specific, measurable, achievable, relevant, and time-bound (SMART).
2. **Establish key performance indicators (KPIs):** KPIs are measurable values that indicate how well the strategy is being implemented. They can be used to track progress towards objectives and to identify areas for improvement.
3. **Develop a monitoring and evaluation plan:** A monitoring and evaluation plan outlines the processes and methods for collecting, analysing, and reporting on data related to the implementation of the strategy. This plan should be developed in advance and should be aligned with the objectives and KPIs.

4. **Assign responsibilities and roles:** To ensure that the strategy implementation process is monitored effectively, it is important to assign specific responsibilities and roles to individuals or teams. This includes establishing clear lines of communication and ensuring that everyone understands their role in the process.
5. **Conduct regular progress reviews:** Regular progress reviews should be conducted to assess how well the strategy implementation process is progressing. These reviews can be conducted on a weekly, monthly, or quarterly basis, depending on the complexity of the strategy and the resources available.
6. **Use data to inform decision-making:** The data collected through monitoring and evaluation should be used to inform decision-making. This includes identifying areas for improvement, adjusting the strategy if necessary, and celebrating successes.
7. **Communicate progress:** It is important to communicate progress to stakeholders, including employees, investors, customers, and partners. This can be done through regular reports, meetings, and presentations.

Work schedule

Pierre and Carlo will discuss with the respective managers and fix an action plan to be followed for the different competence domains and the associated projects from the very beginning of the cooperation.

Our team

Carlo Degli Esposti

Carlo is founder and CEO of TERADEC.

Before creating the firm, Carlo has been gathering a multifaceted international career as senior team leader and gas and electricity expert across Italy, Belgium and Germany, where he has been working for top-tier utilities (Terna, E.ON, Uniper, TenneT and others) across the whole of the energy value chain (generation, trading, transport).

His broad set of competencies and knowledges ranges from electricity and gas market design, tariff design and commodity pricing, asset management, portfolio optimization, investment decision-making and project financing, power system operation and market entry strategies, especially for new business related to electricity generation and P2X.

As independent managing consultant and advisor, Carlo has been charged by TenneT TSO in Germany to draft the Regulatory and Financing principles for a meshed HVDC grid in the North Sea to facilitate the integration of Offshore wind power with the perspective of reaching 400 GW of installed power in 2050. For the same region, he has supported Roland Berger as external advisor to review and integrate the Study "Development of the North Seas offshore energy potential – a cluster-based approach" (ENER/B1/2016-326).

In the perspective of a radical change of how energy will be used in the future, Carlo has been helping several grid operators in Italy and Germany in redesigning their asset management policies and operations, so to optimize their regulatory result and improve the overall efficiency in maintenance and grid development. He has also been supporting major energy market players in designing energy storage business models and market integration strategies based on Power-to-Gas and Power-to-Gas-to-Power solutions.

Among his past achievements, Carlo has been leading several multiparty projects to the delivery of key parts of European energy regulation (the ETSO proposal Inter-TSO Compensation for Transit, which represents the equivalent for electricity of the EU Roaming agreement for

telecoms, signed by 42 European TSOs and being translated by the European Commission in Regulation 838/2010, impacting on transmission asset cap-valued to 100mEUR, and the coordination of the TSOs for the Central Western European Region – France, Germany, Netherlands, Belgium and Luxembourg – for the creation of a single electricity market area in the region, trading yearly more than 500 TWh of power, with 275 participants over 8 countries after its expansion to Switzerland, Austria, and UK).

Carlo holds both Italian and German nationalities, holds a master's degree with honors in Electrical Engineering from the University of Bologna (Italy, 1999) and an Executive MBA from HEC Paris (France, 2010). He speaks fluently and writes proficiently in five languages (Italian, German, English, French and Spanish) thanks to more than 18 years of professional career out of his country of origin.

Pierre Bornard

Pierre is an independent consultant working in association with TERADEC.

Before initiating his career as independent advisor, Pierre has been vice-CEO of RTE (Réseau de Transport d'Électricité, the electricity Transmission System Operator in France, with over 100,000 km of High Voltage circuits including interconnections with eight countries, serving a peak power demand of over 100 GW, with an average yearly turnover of €4.5 billion and 8,500 employees) and founder and CEO of Powernext and EPEX-Spot (respectively the European gas spot and derivatives and power spot exchanges).

His career covers more than 40 years as top-level manager and expert in energy infrastructures and markets, investment decision-making, setup and management of multinational and multicultural companies, complex international membership organisations and political influencing and insight.

Among the major results he has been delivering, he has been responsible at RTE for investments and grid developments, power system operation, market design and regulation, customer services in France for 15 years. He has initiated and implemented several major interconnector projects and has played a key role to integration renewable generation and smart-grid projects together with Distribution System Operators into the French power system.

He has reshaped Powernext capital structure and merged its electricity business with German EEX into EPEX Spot in 2012 to become the main spot electricity trading platform in Germany, France, Belgium, Netherlands, Switzerland and Austria.

As Chairman of the Executive Board of ETSO (the electricity transmission operators association set up in 1999 to develop the European Market) and long standing board member of UCTE (the former association for coordinating the continental Europe power system operation), Pierre has played a key role in merging all the then existing European electricity TSO associations into ENTSOE, the European Network of Transmission System Operators Electricity, playing a central role in creating a common convergence of interests among all 42 existing EU TSOs and solving long lasting conflicts among associations.

To achieve these goals, Pierre has managed throughout his career a vast network of contacts and discussions with energy ministers in France as well as with those of several European and North African countries, with French and European Regulatory Authority chairpersons and European Commissioners of all DGs with interests in the energy field (DG ENER, DG COMP, DG CLIMA).

Pierre is French national and holds a master's degree in engineering at the Ecole Supérieure d'Électricité. He has been conferred the title of Knight of the Legion of Honour (Chevalier de l'Ordre National de la Légion d'Honneur, 2010) and he is Life Fellow of the IEEE, the highest distinction among members of the American based Institute of Electrical and Electronics Engineers.

Our honorary

We propose to SEPS to engage our consultants using a contractual form assimilated to a retainer agreement. For the duration of the agreement, our daily rates are adjusted on the number of days and months of the assignment. The honoraria are reported in the following table:

Monthly basic retainer (min: two years)	1.650,00 € /consultant		Due in case of 0 or 1 working days/month		
Per consultant:					
Term of the assignment (month(s))	1 month	3 months	6 months	9 months	12 months and more
Daily fees per assignments (days/month)					
from 2 to 5 days	1.650,00 €	1.608,75 €	1.567,50 €	1.526,25 €	1.485,00 €
from 6 to 10 days (Pierre: on demand)	1.608,75 €	1.568,53 €	1.528,31 €	1.488,09 €	1.447,88 €
from 11 to 15 days (Carlo only)	1.567,50 €	1.528,31 €	1.489,13 €	1.449,94 €	1.410,75 €
from 15 to 20 days (Carlo only)	1.526,25 €	1.488,09 €	1.449,94 €	1.411,78 €	1.373,63 €

Some examples:

- If the retainer agreement is signed for 9 months, the column "9 months" is the reference for the invoicing calculation.
- During one of the nine months (say April), Pierre works 2 days, Carlo works 6 days. The respective lines of the table must be now taken into consideration
- The invoice for April will be calculated on these four elements:
 - o Retainer for Pierre: 1650,00 €
 - o Retainer for Carlo: 1650,00 €
 - o Days worked by Pierre beyond the first one: $1 \times 1.526,25 \text{ €} = 1.526,25 \text{ €}$
 - o Days worked by Carlo beyond the first one: $5 \times 1.488,09 \text{ €} = 7.440,45 \text{ €}$
 - o Total: $2 \times 1.650,00 \text{ (retainers)} + 1.526,25 \text{ (Pierre)} + 7.440,45 \text{ (Carlo)} = 12.266.70 \text{ €}$

Travel and other costs

Travel and other project relevant costs (e.g. specific licences for carrying out particular, project related assignments) will be invoiced at costs, including a copy of the receipts. Any other costs besides honorary and travel costs to be incurred by TERADEC S.r.l. for the execution of the project will be preliminarily agreed with SEPS a.s.

Settlement Schedule

Within the first week of each month, we will send to SEPS accounting department our invoice including a recap of the days spent and of the activities performed (preparation and delivery) during the previous month in attachment.

Terms and conditions

We are keen to review, comment and agree the T&C based on a proposal from the client standard text. In this respect, TERADEC S.r.l. is happy to consider a specific contractual proposal coming from SEPS a.s.

Our contact details

For any query, please revert to:

Carlo Degli Esposti

cde@teradec.eu

+39 327 698 6761

Signatures for acceptance:

On behalf of TERADEC S.r.l.:	On behalf of SEPS a.s.
Carlo Degli Esposti CEO	Peter Dovhun CEO
	(name, surname)
	(position)