

**Amendment No. xx of Agreement on settlement of regulating energy (hereinafter
“Amendment”)**

Concluded on xx/xx/xxxx, between following contractual parties:

a) Operátor trhu s elektřinou, a.s. (OTE)

Sokolovská 192/79, 186 00 Praha 8,
Company inscribed in Commercial register administered by Municipal court in
Prague,
Section B., insertion 7260,
Represented by:
Ing. Jiří Šťastný, General Manager

IČ (identification no.): 26463318

DIČ (taxpayer identification no.): CZ26463318

Account no. – fixed prices for OTE activities (CZK): 195582760247/0100

Account no.– settlement account of the imbalances (CZK): 275868540207/0100

Account no. – settlement account of the organized short-term market (CZK):
275868550237/0100

Account no. – settlement account of the day-ahead market (EUR):
431678260257/0100

Account no. – account of the financial security (CZK): 275868530287/0100

tel.: +420 296 579 160

fax: +420 296 579 180

Hereinafter **OTE**

b) Company name

Company Headquarters – address,
Company inscribed in Commercial register administrated by District court in.....,
Section .., insertion,
Represented by:

IČ (identification no.):

DIČ (taxpayer identification no.):

Banking connection:

Account no.:

Holder of: electricity trade license no....., electricity distribution license
no.....,

Electricity generation license no..

tel.:

fax:

Registration number of SZ (Subject of settlement):

Hereinafter **RE Provider**

Concluded according to Article 269 (2) of Act no. 513/1991 Coll., Article 50 of Act no.
458/2000 Coll. (Energy Act), as amended, and according to Decree issued by

Energy Regulatory Office (hereinafter ERU) on Rules of the electricity market and the pricing policies for the activities of OTE, as amended.

Contractual parties agreed on the following amendments of the above mentioned Agreement on the settlement of the regulating energy (hereinafter "Agreement").

Article 1

Based on the clause mentioned in the Agreement, the contractual parties have agreed that Article 10 of the Agreement is cancelled and replaced by the following wording:

Article 10 Payment conditions and billing

- a) Daily settlement of regulating energy as made out in accordance with Business terms per individual days of the respective month shall be handled by payments subject to settlement.
- b) Based on results of the monthly settlement of regulating energy performed in accordance with Business terms an invoice shall be issued. Detailed invoicing procedures shall be governed by Business terms (www.ote-cr.cz).
- c) Depending on the kind of individual errors, RE provider or OTE shall correct or reissue the respective invoice. The original due date shall be suspended, providing the defected invoice is turned back (refused) with justification. The new due date shall be stated on the corrected invoice.
- d) According to the Agreement, payments for the regulating energy shall be non-cash transferred to the account of the opposite contractual party which is to be recipient of the respective amount paid. The payments to the RE provider's debit shall be effected by collection (encashment) from his account in favour of the OTE account no. 275868540207/0100.
- e) RE provider shall issue an invoice in accordance with this Agreement in case of the obligation of OTE to pay to RE provider, unless otherwise agreed between the contractual parties. OTE shall issue an invoice in case of the obligation of RE provider to pay to OTE
- f) The invoice must include information on the regulating energy quantity in accordance with the rules for the transmission system operation, unless otherwise agreed between the contractual parties.

- g) Value added tax as rated shall be added to the invoiced price of the regulating energy by the contractual party issuing the respective invoice in cases defined by Value Added Tax Act.

The Agreement remains unchanged in respect of other Articles.

Article 3
Validity and effective date of Amendment

This Amendment is valid and effective on the day of signature by both contractual parties.

Article 4
Final provisions

This Amendment is made out in two duplicates; each contractual party shall receive one copy.

In Prague, on
.....on.....

In

Electricity market operator, a.s.:

Company name:

.....
Ing. Jiří Šťastný
General Manager

.....
xxxxxxxx