

**Amendment No. xx of Agreement on settlement of imbalances (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 **Subject of settlement**

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 settlement of imbalances (hereinafter "Agreement").

Article 1

Based on the clause mentioned in the Agreement, the contractual parties have agreed that Article 8 of the Agreement is cancelled and replaced by the following wording:

Article 8 Payment conditions and billing

- a) According to Business terms and by 10 days at the latest from the conclusion of the Agreement, Subject of settlement is obliged to arrange collection rights to his account with a bank or its branch located in the Czech Republic in favour of the OTE accounts no. 195582760247/0100 and 275868550237/0100 and to deliver to OTE a document evidencing the existence of the collection rights. OTE shall keep the collection rights to the respective account in order to ensure due payments from Subject of settlement arising from Articles 4 and 5 of the Agreement.
- b) Daily settlement of imbalances as made out in accordance with Business terms per individual days of the respective month shall be handled by payments subject to settlement.
- c) OTE shall prepare for Subject of settlement relevant materials for issuing of invoices resulting from this Agreement unless the contractual parties agree otherwise. Detailed invoicing procedures shall be governed by Business terms (www.ote-cr.cz).
- d) Electricity supplied (or sourced) to the power system of the Czech Republic in order to cover the imbalance produced by Subject of settlement shall be invoiced once per month under conditions described in the Business terms (www.ote-cr.cz).
- e) Providing the invoice does not contain all requirements indicated in the Electricity Tax Act and Value Added Tax Act, the contractual party (recipient of the invoice) shall be entitled to require the corrected invoice to be resent immediately.
- f) Electricity tax as rated by law shall be added to the invoice price in cases defined by Electricity Tax Act.

- g) Value added tax as rated shall be added to the invoiced price of the invoiced amount 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

.....
xxxxxxxxx