

**Contract on Self-billing
(hereinafter „Contract“)**

Concluded on ... according to Article 269 (2) of Act no. 513/1991 Coll., Commercial Code, as amended

**Article 1
Contractual Parties
(hereinafter „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: 195582760247/0100
Account no.– settlement account of the imbalances: 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: 275868530287/0100
tel.: +420 296 579 160
fax: +420 296 579 180

Hereinafter **Market Operator**

b) Company name

Company Headquarters – address,
Company inscribed in Commercial register administered 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 the Settlement/Provider of RE**

Article 2 Subject of the Contract

- a) The Subject of the Settlement/Provider of RE and OTE have agreed that OTE will issue the following documents on behalf of the Subject of the Settlement/Provider of RE:
- i) Documents issued in connection with the supplies realised by the Subject of the Settlement under the Contract on Access to the Organised Short-term Market dated [...] concluded between the Parties;
 - ii.) Documents issued in connection with the supplies realised by the Subject of the Settlement under the Contract on Settlement of the Imbalances dated [...] concluded between the Parties;
 - iii.) Documents issued in connection with the supplies realised by the Provider of RE under the Contract on Settlement of the Regulating Energy dated [...] concluded between the Parties; and
 - iv.) Documents issued in connection with the supplies realized by the Subject of the Settlement under the Contract on Access to the Balancing Market with Regulating Energy dated [...] concluded between the Parties.
- b) The subject of this Contract shall not include any other supplies that can be related directly or indirectly with the document issuance, such as the obligation to file the relevant tax return, declare or pay the relevant tax, keep records of issued documents, or save and archive issued documents.

Article 3 Rights and Duties of the Parties

- a) Within the aforesaid provisions of the Parties, the Subject of the Settlement/Provider of RE authorises the Market Operator upon the sign-off of this Contract to issue all documents that are included in the categories presented in Article 2(a) above on its behalf, and the Market Operator accepts this authorisation.
- b) The Subject of the Settlement/Provider of RE undertakes upon the sign-off of this Contract to accept all documents under Article 2(a) above issued by the Market Operator on behalf of the Subject of the Settlement/Provider of RE.
- c) The Subject of the Settlement/Provider of RE undertakes to provide the Market Operator duly and timely with all the data required for the issuance of individual documents by the Market Operator under this Contract. Data provision is dealt with further in Article 4 of this Contract.
- d) The Market Operator is neither obliged to verify the correctness of the data that it received from the Subject of the Settlement/Provider of RE for the

document issuance under this Contract nor to inform the Subject of the Settlement/Provider of RE that the provided data is incorrect or incomplete.

- e) The Market Operator is entitled to issue the documents under this Contract in electronic format for the Subject of the Settlement/Provider of RE and in compliance with relevant provisions of the Value Added Tax Act, the Electricity Tax Act and mainly with the particulars stipulated therein. For the purposes of this Contract, the Value Added Tax Act and the Electricity Tax Act are defined in the Market Operator Business Terms which forms an integral part of this Contract.
- f) The Market Operator is entitled to issue one document containing all needed particulars required by the relevant provisions of the acts, particularly by the Value Added Act and the Electricity Tax Act.
- g) The Market Operator undertakes to issue individual documents by no later than fifteen days from the end of the calendar month in which the relevant supply took place. The documents shall contain particulars arising from relevant legislation, primarily from the Value Added Tax Act and the Electricity Tax Act.
- h) The Market Operator undertakes to issue individual documents in two copies. The Market Operator shall keep one copy of the document for its own use and it undertakes to mail the second copy to the Subject of the Settlement/Provider of RE on the issuance day of the first copy if the document is issued electronically. If the document is issued in hard copy format, the Market Operator shall send the second copy on the business day following the issuance day of the first copy at the latest.
- i) After receiving the second copy of the issued document, the Subject of the Settlement/Provider of RE undertakes to check the material correctness of the data in the document forthwith and notify the Market Operator in writing of identified discrepancies without delay.
- j) The Market Operator undertakes to rectify discrepancies in the relevant document via the issuance of a new document within three days from the receipt of the written notice of the discrepancy, unless agreed otherwise by the Parties. The Market Operator reserves the right not to rectify the document data if the relevant discrepancy resulted from the breach of Article 4 of this Contract by the Subject of the Settlement/Provider of RE or if the Market Operator exercised its right under Article 4. Provisions of this Article shall be used similarly for the issuance of a rectified document. This provision shall not affect any other agreements on complaints between the Market Operator and the Subject of the Settlement/Provider of RE.
- k) The Market Operator undertakes not to issue on behalf of the Subject of the Settlement/Provider of RE any other documents except for the documents stipulated in Article 2.

- l) The Market Operator is not authorised to entitle a third party to issue documents without a prior written agreement with the Subject of the Settlement/Provider of RE.

Article 4 Co-operation

- a) The Subject of the Settlement/Provider of RE undertakes to provide the Market Operator with the written data necessary for the document issuance under this Contract and the data that the Market Operator will require in writing. The Subject of the Settlement/Provider of RE undertakes to provide the data required by the Market Operator within five days after the written request has been delivered.
- b) The basic data required for the document issuance under this Contract is the data concerning the Parties stipulated in Article 1 and this data is considered, for the purposes of this Contract, to have been provided by the Subject of the Settlement/Provider of RE.
- c) The Subject of the Settlement/Provider of RE shall, without undue delay, inform the Market Operator of the changes in the data provided under Article 4(a) and 4(b) of this Contract by no later than the second calendar day from the end of the calendar month for which the documents are to be issued. In conjunction with this notice, the Subject of the Settlement/Provider of RE is obliged to provide the Market Operator with correct data in writing.
- d) To issue documents for the relevant calendar month, the Market Operator is authorised to use the data that it has available under Article 4(a) and 4(b) of this Contract on the third calendar day from the end of the calendar month for which the documents are to be issued, unless the Parties agree otherwise in writing.
- e) The Market Operator is authorised to assign an internal reference number to individual documents, which shall always start with the registration number of the Subject of the Settlement/Provider of RE. The Market Operator is not obliged to furnish the document with a reference number different from the reference number the Market Operator assigned.
- f) To calculate the data submitted in the document the Market Operator is entitled to use the samples presented in the Appendix to this Contract.
- g) In compliance with the Value Added Tax Act, the Market Operator acknowledges and agrees that the documents issued on behalf of the Subject of the Settlement/Provider of RE may be issued electronically.

Article 5 Delivery

- a) Unless expressly provided otherwise in this Contract for individual cases, any notices, notifications or other memos or communication between the Parties

requiring a written form and relating to this Contract in establishing, changing or terminating legal relationships between the Parties under this Contract and requiring to be made in writing shall be deemed to have been duly delivered to the other Party as the addressee if:

- i. Delivered by hand to the addressee's statutory body or its member or to another person that the addressee designated, in writing and before the hand-over, to be the contact person for general matters or for a particular matter; or
 - ii. Sent by courier or post or registered mail to the address of the addressee's registered office currently recorded in the Commercial Register, or to another address designated by the addressee in writing before sending; or
 - iii. Sent by fax to the facsimile number designated by the addressee, in writing and before sending, or by email to the email address designated by the addressee, in writing and before sending, to be the contact address for matters in general or for the particular matter in cases when it does not concern an act which establishes, changes or terminates legal relationships between the Parties under this Contract.
- b) If the party which is the addressee refuses to accept the mail under Article 5(a) above, the day on which the mail was refused shall be deemed the delivery day. If the mail under the preceding Section is not delivered to the addressee due to the addressee's failure to cooperate, the day of the delivery attempt shall be deemed the delivery day. In case of any doubts, mail under Article 5a(i) above shall be deemed to have been delivered on the date of its hand-over; mail under Article 5a(ii) above shall be deemed to have been delivered on the third business day for inter-state mail or on the tenth business day for international mail from the day the sender posted the mail for sending; and mail under Article 5a(iii) above shall be deemed to have been delivered on the first business day following the day of its sending, and the addressee shall be entitled to request from the sender, on the delivery day, a signed original copy of the mail sent in the given manner, and in this event the delivery of the original copy shall be decisive.
- c) The Parties are obliged to inform each other of any changes in their address, telephone number or other contact detail well in advance, but in general at least ten business days before the change.

Article 6 Exemption from Liability

- a) The Market Operator bears no responsibility for any damage incurred as a result of incorrect or incomplete details presented on the documents issued on behalf of the Subject of the Settlement/Provider of RE if the Subject of the Settlement/Provider of RE supplied the Market Operator with incorrect or incomplete information.
- b) The Market Operator bears no responsibility whatsoever for issuing documents under this Contract correctly and in due course if the Subject of the Settlement/Provider of RE failed to meet its duties under Article 4 herein.

- c) With respect to Article 2(b) herein the Market Operator bears no responsibility whatsoever either for the tax liability of, or the tax payment by the Subject of the Settlement/Provider of RE or for other duties which arise, directly or indirectly, for the Subject of the Settlement in connection with the issue of documents including the record keeping in respect of the issued documents or the preservation and archiving of the issued documents.

Article 7 Monetary Performance

- a) Neither Party is entitled to receive fees for its services under this Contract.
- b) Each Party covers its costs which incur in connection with the execution and performance of this Contract separately.

Article 8 Force and Effect

- a) This Contract is made for an indefinite period of time and comes into force and effect on the day it is signed by both Parties.
- b) The Market Operator shall commence issuing documents with effect from the first day of the month following the signing of the Contract by both Parties.
- c) Each Contractual Party is entitled to terminate the Contract by notice; the Market Operator is obliged to give a reason of its notice. The notice period is three (3) months and starts on the first day of the month following the delivery of the written notice to the other Contractual party.
- d) The contractual relationship established under this Contract shall also terminate by the withdrawal from this Contract for legal reasons.
- e) The Contract shall also terminate on the day when the final non-terminated contract from those set out under Article 2(a) herein is terminated, or on the day when either Contractual Party ceases to exist as a legal entity without a legal successor.

Article 9 Final Provisions

- a) The Parties hereby undertake to provide each other with required cooperation in fulfilling their duties and exercising their rights under this Contract so as to meet the purpose of this Contract.
- b) Any rights and duties of the Parties arising from this Contract expire as of the day this Contract is terminated except for rights and duties whose nature indicates that they shall remain unaffected by the termination of the legal relationship established under this Contract.

- c) The Parties hereby declare that if a relevant court, arbitration court or other body determines any provision of this Contract or its amendments to be invalid, ineffective or unenforceable, the remaining provisions of this Contract shall continue in full force and effect. In assessing the invalid provision of the Contract the provisions of legal regulations that are the closest to its nature shall be applied.
- d) Any changes or amendments to this Contract shall always be made as a written amendment or other written agreement of the Parties to change the Contract and be signed by both Parties. The other Party is obliged to give its position to the draft of the agreement to change the Contract within 30 days from the delivery of the draft. The draft of the agreement to change the Contract is binding for the sending Party for the same period.
- e) The legal relationships of the Parties arising from this Contract shall be governed by the laws of the Czech Republic. The official language for all procedures is the Czech language.
- f) In addition to provisions included in the Contract the legal relationships between the Parties shall be governed by the Business Terms. The Subject of the Settlement/Provider of RE declares to know the content of the Business Terms. If a provision of the Contract deviates from or contradicts the Business Terms, the deviated provision of the Contract supersedes the Business Terms.
- g) If this Contract contradicts any contract set out in Article 2(a) of this Contract the provision of this Contract prevails.
- h) The Parties hereby accept the following Appendices to be an integral part of the Contract:
 - Appendix 1 – The Market Operator Business Terms in electronic format (www.ote-cr.cz)
 - Appendix 2 – Samples to calculate details presented on documents
- i) If any provision of this Contract contradicts a new legal regulation, the Parties undertake to replace the given provision of this Contract by a new provision arising from the new legal regulation, or to agree on a provision that best reflects the intentions of the Parties when formulating this Contract. Other provisions of this Contract shall remain unchanged.
- j) The Parties hereby declare that they enter into the Contract of their own free will without being under compulsion or duress or under conspicuously disadvantageous conditions.
- k) The Parties further declare that they have read in detail and understood the content of the Contract and they are not aware of any obstacles, claims by third parties or other legal mistakes which would prevent them from executing the Contract or make the Contract invalid, and, witnessed whereby, the parties attach their signatures.

l) This Contract has been produced in two original copies. Each Party shall receive one copy.

In Prague on In on

Operátor trhu s elektřinou, a.s.:

Company:

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Ing. Jiří Šťastný
CEO

Appendix 1 – The Market Operator Business Terms published on the Market Operators's web site

Appendix 2 – Samples to calculate details presented on documents