

## **Agreement on Access to the Balancing Energy Market** (hereinafter “**Agreement**”)

entered into pursuant to Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended, pursuant to Section 50 of Act No. 458/2000 Coll., on the Terms of Business and State Administration in the Energy Sectors and on amendments to other laws, as amended, and in compliance with the Section 10 (2) and the Section 12 (5), letter b) of Regulation No. 408/2015 Coll., of Energy Regulatory Office , on the Electricity Market Rules, as amended.

### **Article 1** **Contracting Parties**

#### **a) OTE, a.s.**

with its registered seat in Prague 8 - Karlín, Sokolovská 192/79, postcode 186 00, Czech Republic, entered in the Commercial Register maintained by the Municipal Court in Prague,

Part B, Insert 7260,

represented by:

Ing. Aleš Tomec, Chairman of the Board

Ing. Michal Ivánek, Vice-chairman of the Board

Business Registration Number: 26463318

Tax Registration Number : CZ26463318

Bank account No. – fixed prices charged for the Market Operator’s services:

19-5582760247/0100

Bank account No. – settlement account for imbalances: 27-5868540207/0100

Bank account No. – financial security: 27-5868530287/0100

tel.: +420 234 686 100

hereinafter **Market Operator**

#### **b) Company Name**

with its registered seat at (foreign address) ....., entered in .....,

acting through the organizational unit (name of the organizational unit) .....

with its registered seat at .....,

entered in the Commercial Register maintained by the Municipal/Regional Court

in ....., Part ... , Insert ... ,

represented by:

(name of the head of the organizational unit) .....

Business Registration Number: .....

Tax Registration Number: CZ .....

Bank information: .....

Account No.: .....

Electricity trading licence No. .... , Power generation licence No. .... ,

Electricity market participant registration No. ....

hereinafter **BEM Participant**

## **Article 2 Definition of Terms**

- a) Terms and abbreviations used in this Agreement:
- i. Civil Code – Act No. 89/2012 Coll., the Civil Code, as amended,
  - ii. CS OTE – central information system of the Market Operator,
  - iii. Dispatching Code – the Regulation No. 79/2010 Coll., on dispatcher management of the power system and data transmission for dispatcher management, as amended,
  - iv. Energy Act – Act No. 458/2000 Coll., on the Terms of Business and State Administration in the Energy Sectors and amendments to certain laws, as amended,
  - v. ERO – Energy Regulatory Office,
  - vi. Forthwith – within 3 business days,
  - vii. Business Terms - Business Terms of OTE a.s. for the Energy Sector,
  - viii. Market Rules – the Regulation No. 408/2015 Coll., of Energy Regulatory Office, as amended,
  - ix. BEM – Balancing Energy Market organized by the Market Operator in cooperation with the transmission system operator and under an agreement with the aim to ensure additional supply of regulating energy,
  - x. Electricity Tax Act – Act No. 261/2007 Coll., on Stabilization of Public Finances, Part 47, as amended,
  - xi. Value Added Tax Act – Act No. 235/2004 Coll., on the Value Added Tax, as amended.
  - xii. Tax Code - Act No. 280/2009 Tax Code Coll., as amended.
- b) Terms other than those listed above used in this Agreement are interpreted pursuant to the provisions of the Civil Code, the Energy Act, the Market Rules and other legal regulations.

## **Article 3 Pricing**

Prices charged for supplied regulating energy on the basis of BEM results for specific trading hours are stipulated pursuant to the Market Rules.

## **Article 4 Scope of Agreement**

- a) The Market Operator hereby undertakes under this Agreement to facilitate the BEM Participant free access to the BEM and to settle transactions executed thereof pursuant to Section 12 (5), letter b) of the Market Rules. The supply of electricity is realized directly between the BEM Participant and the Market Operator.
- b) An integral part of the Agreement herein are the Terms of Business approved by the ERO, which are attached hereto as Appendix 1 to this Agreement and are also posted in the electronic form on [www.ote-cr.cz](http://www.ote-cr.cz). Access to BEM comprises the following activities of the Market Operator pursued for the BEM Participant:
- i. Acceptance of bids of positive/negative regulating energy of the BEM Participant,

- ii. Confirmation of acceptance of bids to sell/buy regulating energy of the BEM Participant,
- iii. Acceptance of acceptance of bids,
- iv. Confirmation of acceptance of acceptance of bids or, if applicable, confirmation of non-acceptance, including reasons for non-acceptance,
- v. Continuous posting of trading results for each specific BEM Participant – volumes traded by the respective BEM Participant and transaction prices indicating whether trading for the specific hour was closed or not,
- vi. Posting of final trading results of the BEM Participant on BEM as the sum of traded regulating energy and total payments for each hour,
- vii. Receipt and settlement of claims,
- viii. Inclusion of trades executed on BEM into the imbalance settlement system,
- ix. Financial settlement of the BEM Participant's trades on BEM,
- x. Issuance of tax documents on behalf of the BEM Participant.

## **Article 5**

### **Rights and Obligations of the Parties**

- a) Rights and obligations of the Parties not included in this Agreement and the Business Terms are governed by generally binding legal regulations.
- b) The Market Operator is obligated to facilitate the BEM Participant's secure access to CS OTE in compliance with the provisions of the Business Terms.
- c) The Market Operator is obligated to provide the BEM Participant with technical support for the use of CS OTE through HelpDesk operated at business hours posted on the Market Operator's website.
- d) The Market Operator is obligated to notify the BEM Participant about any change in CS OTE within the timeframe corresponding to the significance of the changes.
- e) The BEM Participant is obligated to observe the Dispatching Code and the Rules of the Transmission System Operation and the Rules of the Distribution Systems Operation.
- f) The BEM Participant is obligated to pay the price charged by the Market Operator under Article 3 of this Agreement within time limits and in a manner set forth in this Agreement and in the Business Terms.
- g) In compliance with the Market Rules and the Business Terms, the Market Operator is obligated to ensure settlement of the BEM Participant's transactions executed on BEM.
- h) The BEM Participant is obligated to notify the Market Operator about any insolvency proposals filed against it.
- i) The BEM Participant acknowledges that to the date of signing of the agreement is not registered as an unreliable taxpayer of the Value Added Tax and even is not aware of any facts on the basis of which a tax administrator shall initiate proceedings of the registration as an unreliable taxpayer pursuant to the Value Added Tax Act. In compliance with the Business Terms the BEM Participant shall notify the Market Operator about an initiation of proceeding and statement to be registered as an unreliable taxpayer pursuant to the Value Added Tax Act. In the event that the tax administrator decides to declare the Balance Responsible Party an unreliable taxpayer pursuant to the Value Added Tax Act, the relevant provisions of the Business Terms will apply.

## **Article 6 Financial Security**

- a) The BEM Participant shall provide the Market Operator with sufficient financial security to cover all obligations to the Market Operator arising from any activity of the BEM Participant on the balancing market with regulating energy.
- b) The BEM Participant hereby acknowledges that in the event of launching insolvency proceedings due to an act of bankruptcy or impending bankruptcy of the BEM Participant, the Market Operator is entitled to exercise the right of lien instrument defined under Section 1395 and the following Sections of the Civil Code, as amended.
- c) In case that the BEM Participant does not conclude with the Market Operator a valid and effective agreement on settlement of imbalance in the electricity market, the BEM Participant is obligated to properly fill out the Form for Financial Security Determination which in this event is attached hereto as Appendix 3 to this Agreement, and to notify the Market Operator in a manner laid down in the Business Terms about any change within 3 business days following the date of executing the change.
- d) The method of determining financial security, permitted forms of financial security and conditions for using financial security are laid down in Part 7 of the Business Terms.
- e) The BEM Participant is obligated to submit to the Market Operator a proof of the provision of financial security by the BEM Participant within 10 days after this Agreement has come into force. The BEM Participant is not required to provide this proof in the event of depositing cash serving as the financial security into the Market Operator's bank account designated for financial security or in case that the BEM Participant does not provide the financial security.

## **Article 7 Terms of Payment and Billing**

- a) The BEM Participant is obligated, within 10 days after this Agreement has come into force, to establish with its account maintained by a bank or its branch in the Czech Republic cash collection rights for the Market Operator and its account No. 27-5868540207/0100 and to provide the Market Operator with proof of having established these rights.
- b) The BEM Participant is obligated to hold in effect its bank account and cash collection rights established with its account for the Market Operator during the period of validity of the Agreement and until all financial liabilities arising from this Agreement are paid in compliance with the Business Terms.
- c) The Market Operator holds the rights to collect cash from the BEM Participant's account with the aim to secure from the BEM Participant due payments as reported to the Market Operator by the transmission system operator under the Market Rules.
- d) In compliance with the Business Terms, daily settlement of the balancing market with regulating energy represents payments subject to billing.
- e) Payments for regulating energy are executed between the Market Operator and the BEM Participant under this Agreement through non-cash transfers to the receiving Party's bank account. Payments due from the BEM Participant are

executed through cash collection from its account and credited to the Market Operator's account No. 27-5868540207/0100.

- f) Settlement of payments for regulating energy supplied by the BEM Participant on the basis of BEM results is billed by the Market Operator once a month by issuing a tax document under the terms defined in Article 8 of this Agreement.
- g) Payment of the tax document by the Market Operator or the BEM Participant is not overdue if the billed amount is credited to the other Party's account on the last day of the due date.
- h) In the event the Market Operator or the BEM Participant is unable to make the payment by the due date or at the required amount, it is obligated to notify the other Party forthwith. Should such event occur, the right to charge late payment interest stays in effect under Article 10 of this Agreement.
- i) The statute of limitations for claims is 4 years.

### **Article 8** **Issuance of Tax Documents**

- a) The Parties have agreed that the Market Operator shall issue tax documents (hereinafter "documents") on behalf of the BEM Participant in connection with supplies executed by the BEM Participant under the terms of this Agreement.
- b) The subject matter of this Agreement includes no other supplies related, directly or indirectly, to issuing the documents, such as the obligation to file a relevant tax return, declare or pay the respective tax, keep record of the issued documents or retain and archive the issued documents.
- c) By signing of this Agreement hereunder, the BEM Participant authorizes the Market Operator to issue all documents falling into the categories of documents specified under Letter a) of this Article of this Agreement on behalf of the BEM Participant, whereby the Market Operator acknowledges this authorization.
- d) By signing of this Agreement hereunder, the BEM Participant hereby undertakes to accept all documents specified under Letter a) of this Article of the Agreement, issued by the Market Operator on behalf of the BEM Participant, provided these documents comply with the terms and conditions laid down by legal regulations, in particular the Value Added Tax Act and the Electricity Tax Act.
- e) The BEM Participant hereby undertakes to provide the Market Operator duly and in a timely manner with all information required for issuing the relevant documents by the Market Operator under the terms of this Agreement.
- f) The Market Operator has no obligation to verify the accuracy of the information provided by the BEM Participant for issuing of documents under the terms of this Agreement.
- g) The Market Operator is authorized to issue documents for the BEM Participant under this Agreement in the electronic form complying with the relevant terms and conditions laid down by legal regulations, in particular the Value Added Tax Act and the Electricity Tax Act.
- h) The Market Operator is authorized to issue a single document complying with the relevant terms and conditions laid down by legal regulations, in particular the Value Added Tax Act and the Electricity Tax Act.

- i) The Market Operator hereby undertakes to issue the required documents within 15 days after the end of the calendar month in which the relevant supply took place.
- j) The Market Operator hereby undertakes to issue the required documents in two counterparts. The Market Operator shall retain one counterpart of the document for its own needs, whereas it agrees to send the other counterpart of the document to the BEM Participant on the day of issuing the first counterpart in the electronic form.
- k) The BEM Participant hereby undertakes to review the accuracy of the information stated in the other counterpart of the issued document within 3 days after its receipt and to notify the Market Operator in writing about any found discrepancy within the same period.
- l) The Market Operator hereby undertakes to make a correction of the document within 3 days after the receipt of a written notice about a discrepancy thereof by issuing a new document, unless agreed upon otherwise by both Parties. The provisions of this Article of this Agreement apply to issuing an amended document.
- m) The Market Operator hereby undertakes to issue no other documents on behalf of the BEM Participant than the documents specified under Letter a) of this Article of this Agreement.
- n) The Market Operator is not permitted to authorize a third party to issue documents without a prior written agreement with the BEM Participant.
- o) The BEM Participant hereby undertakes to provide the Market Operator in writing with any information required for issuing documents under the terms of this Agreement, and also information requested in writing by the Market Operator. The BEM Participant agrees to provide the information requested by the Market Operator within 5 days after the receipt of the written request.
- p) Basic data required for issuing documents under the terms of this Agreement include information on the Parties specified in Article 1 of this Agreement, whereas this information is deemed, for purposes of this Agreement, information provided by the BEM Participant.
- q) The BEM Participant is obligated to notify the Market Operator in writing about any change in the information provided by the BEM Participant under this Article of this Agreement without undue delay but no later than within two calendar days after the end of the calendar month for which the documents are to be issued, and including the corrected information.
- r) To issue documents for the relevant calendar month, the Market Operator is authorized to use information known to it under this Article herein within 3 days after the end of the calendar month for which the documents are to be issued, unless agreed upon otherwise in writing by both Parties.
- s) The Market Operator is authorized to assign the documents its own registration number, starting always with the BEM Participant's registration number in CS OTE. The Market Operator is not obligated to include in the document any other registration number than the foregoing registration number it has assigned.
- t) Pursuant to the Value Added Tax Act, the Market Operator hereby agrees that documents issued on behalf of the BEM Participant may be issued in the electronic form.
- u) Unless this Agreement explicitly stipulates otherwise for specific instances, the issued documents shall be deemed duly delivered if sent by electronic mail.

The Market Operator holds no responsibility for any damage arising from providing incorrect or incomplete information in the documents issued on behalf of the BEM Participant in the event the BEM Participant has provided the Market Operator with incorrect or incomplete information.

- v) The Market Operator is in no respect responsible for proper and timely issuance of documents under this Agreement in the event the BEM Participant has not fulfilled its obligations arising from this Article of this Agreement.
- w) The Market Operator is in no respect responsible for declaration and payment of taxes by the BEM Participant or for other obligations arising for the BEM Participant from issuing the documents, directly or indirectly, including keeping records related to the issued documents or retaining and archiving the issued documents.

### **Article 9 Claims**

- a) Claims can be filed regarding the values and procedures applied in connection with organizing BEM by the Market Operator under this Agreement.
- b) In the event the BEM Participant does not agree with the quantity and price of regulating energy, it files a claim with the transmission system operator. In such case the Market Operator shall cooperate by providing information relating to the BEM Participant's claim.

### **Article 10 Late Payment Interest**

- a) For each started day of delay in fulfilling a financial liability under this Agreement, the damaged Party has the right to charge the defaulting Party late payment interest on the outstanding amount at the rate governed by generally binding legal regulations.
- b) In the event either Party pays late payment interest on the outstanding amount that has been invoiced erroneously, the respective Party shall be reimbursed for the late payment interest within 10 business days after the error has been documented.

### **Article 11 Damage Liability and Settlement**

- a) Damage settlement is governed by the provisions of Sections 2894 and the following Sections of the Civil Code, The Business Terms and arrangements between the Parties hereunder.
- b) The Parties hereby undertake to notify each other about any and all events that they believe may cause damage, and to make every effort to avert potential damage.
- c) Both the Market Operator and the BEM Participant are entitled to claim settlement of damage inflicted on it as a result of the other Party's breach of obligations, even in the event the said breach of obligations is subject to contractual penalty. The harmed Party may claim damage settlement in excess of the contractual penalty.

## **Article 12 Dispute Resolution**

- a) The Parties hereby agree to make every effort to reach an amicable settlement of any disputes arising from this Agreement.
- b) In the event the Parties fail to reach an amicable settlement of the dispute, either of the Parties may file a lawsuit with the regular court within the territorial jurisdiction of the Market Operator. This change in territorial jurisdiction has been agreed upon between the Parties pursuant to Section 89a) of the Civil Procedure Code, as amended.

## **Article 13 Communication**

- a) In Appendix 2 to the Agreement, the Parties have determined persons authorized for communication in contractual matters who are authorized under this Agreement to negotiate in the area for which they have permission. The persons referred to in the registration data of BEM Participant in CS OTE are authorized to communicate in operation matters. Operations matters mean primarily the provision of data on sale bids and purchase bids, acceptance, evaluation of BEM, terms of payment and claims.
- b) A basis for change in contractual matters, including registered information about the BEM Participant and its representatives, is the submission of written documentation, which is understood as a registered letter or personal delivery. The time of delivery in this case is deemed the date of delivery of the documents by registered mail or the date of personal delivery and receipt by the Market Operator.
- c) A message referring to operations matters may be sent electronically (by e-mail) in a secure manner pursuant to the Business Terms. The time of delivery by e-mail is deemed the date of receipt of the e-mail.
- d) The BEM Participant shall obtain security features for access to CS OTE through a manner defined in the Business Terms. A list of contact persons and CS OTE users, including their access rights, is in Appendix 2 to this Agreement and in the registration data of the BEM Participant in CS OTE.

## **Article 14 Confidentiality**

- a) Both Parties hereby undertake to treat any and all information contained in this Agreement or made available to them under this Agreement as confidential and, therefore, shall keep it in secrecy, agree to use it for no other purposes than for performance of this Agreement, protect it from disclosure and not divulge it to any third party without prior written consent of the disclosing Party until the relevant information is in the public domain. The Parties shall not disclose the confidential information to any third party other than their advisors and employees designated to fulfil their obligations under this Agreement. The confidentiality obligation does not apply to information available to the general public or information disclosure of which is warranted by a generally binding legal regulation.



- b) Should either of the Parties commit wilful breach of the confidentiality obligation under Letter a) of this Article of this Agreement, it is obligated to pay the other Party a penalty of CZK 200,000 (two hundred thousand Czech crowns) for each breach of the confidentiality obligation.
- c) The BEM Participant declares that the transmission system operator may, based on the BEM Participant's consent, provide the Market Operator with information about the quantity and price of regulating energy.
- d) The BEM Participant hereby acknowledges that the CS OTE supplier has been provided access to information ensuing from this Agreement, whereby the supplier also deems the information confidential. The Market Operator is responsible for the CS OTE supplier's compliance with the terms of information protection.

### **Article 15**

#### **Term of Agreement**

- a) The condition of the Agreement conclusion is acceptance of its proposal by the other Party without any reservations, amendments, modifications or restrictions within 20 days of the date of dispatch of the other Party. The Agreement shall be in the written form with the signatures of authorized representatives hereof in the same document. These conditions apply for the conclusion of the amendments to this Agreement.
- b) This Agreement is entered into for an indeterminate period and shall come into force on the date of signing by both Parties. The effectiveness of this Agreement is conditioned by coming into effect of the Agreement on Settlement of Imbalances between the BEM Participant and the Market Operator, or by the submission of the Balance Responsible Party's consent with the participation in BEM of the relevant BEM Participant for which the Balance Responsible Party received imbalance responsibility on the basis of the verified form "Registration of Data on Transfer of Imbalance Responsibility". This Agreement comes into force as of the date of provision of a document on establishing the cash collection rights under Article 7, Letter a) of this Agreement to the Market Operator, but no sooner than on the date of signing by both Parties.
- c) The Market Operator has the right to withdraw from the Agreement in the event the Agreement on Settlement of Imbalances between the BEM Participant and the Market Operator was terminated, or the Balance Responsible Party's consent with the BEM Participant's participation in BEM was invalidated.
- d) The Market Operator has the right to withdraw from the Agreement in the event the BEM Participant fails to meet the obligations arising from this Agreement, unless the Agreement stipulates otherwise, and continues to fail to meet the obligations, despite receiving written notice, within the timeframe set forth in the notice.
- e) The withdrawal from the Agreement must be submitted in writing and comes into effect at its delivery to the other Party. Either Party may terminate the Agreement. The termination term runs for one 1 starting on the first day of the month following delivery of written notice to the other Party.
- f) In case of doubt about the delivery of the rescission or written notice sent by postal service, shall be deemed to have been delivered on the third business day following its dispatch, in case of delivery to address in another state, it is the fifteenth day following its dispatch.

- g) Furthermore, the Agreement may be terminated by mutual agreement between the Contracting Parties. The agreement on termination shall be in the written form.

**(RELATED TO THE PERMANENT ESTABLISHMENT  
FOR THE PURPOSES OF VAT)**

**Article 16**

**Place of Supply for Purposes of VAT**

I.

Statement of BEM Participant

- a) BEM Participant hereby declares that the organizational unit referred to in Article 1 of this Agreement is not a business establishment pursuant to the Value Added Tax Act, as amended. Furthermore, BEM Participant hereby declares that it has no other representation in the territory of the Czech Republic that may be deemed a business establishment and that no supply provided by the Operator is intended for the organizational unit or any other representation of BEM Participant in the Czech Republic.
- b) BEM Participant hereby undertakes to notify the Market Operator within 3 business days about any change in the line of business of the organizational unit that would result in setting up a business establishment and, furthermore, in the event any other establishment arises for BEM Participant in the territory of the Czech Republic. Should such event occur, relevant information must be provided in writing without undue delay, but no later than within 10 days following the date of setting up a business establishment of BEM Participant in the Czech Republic.
- c) BEM Participant hereby undertakes that in the event the relevant tax administration authorities deem its organizational unit or other representation in the Czech Republic a business establishment for purposes of value added tax and, as a result, the Market Operator is required to pay additional tax and/or the tax administrator levies sanction or tax attribution thereof pursuant to relevant legal regulations, such as fines and penalties, tax increase, or late payment interest, due to erroneous value-added tax declaration, BEM Participant shall fully refund all such assessed and additionally assessed tax payments and reasonable expenses of the Market Operator arising from administrative proceedings related to the assessment and additional assessment, with the exception of the expenses arising from proceedings whereby the tax administrator has ordered the Market Operator to pay these expenses due to inactivity or breach of legal obligations by the Market Operator pursuant to Section 107 (6) of the Tax Code.
- d) BEM Participant shall make the refund based on written notice by the Market Operator and following submission of documentation on additional tax assessment and levying related sanctions and tax attribution by the tax administrator for the Market Operator, and documents proving that the Market Operator has paid the tax administrator the additionally assessed tax and related sanctions and tax attribution. BEM Participant shall make the refund without undue delay, no later than within one week after delivery of said notice and documentation listed above to BEM Participant regardless of whether the decision on additional tax assessment and other levied payments has become

enforceable and legitimate. BEM Participant shall reimburse the Market Operator for the sanctions and tax attribution levied by the tax administrator due to late tax payment up to the amount of the sanctions and tax attribution in accordance with late tax payment by the substitute due date of payment of additionally assessed tax pursuant to Section 143 and the following Sections of the Tax Code.

- e) The obligation of BEM Participant to pay under the foregoing letter d) is in no way affected by whether the Market Operator has exercised statutory remedial measures against the decision on additional tax assessment and other levied payments, or not. In the event the decision hereof is cancelled or mitigated and the additionally assessed or levied payment in full or partially returned to the Market Operator or set off against another tax obligation the refund of which is not within the scope of the BEM Participant's obligations under the foregoing Article, the Market Operator is obligated to reimburse BEM Participant the corresponding amount reduced by reasonable expenses incurred to exercise remedial measures that resulted in cancellation or mitigation of the relevant decision.

## II.

### Statement of the Market Operator

- a) In connection with a possible decision of the tax administrator on additional tax assessment due to the erroneous value added tax declaration described above, the Market Operator hereby undertakes to discuss with BEM Participant any use of statutory remedial actions against this decision of the tax administrator and related proper evidence so that the Market Operator may exercise the statutory remedies, if needed, within the given time limit.
- b) Furthermore, the Market Operator hereby undertakes that in the event it does not exercise any statutory remedies or in the event the decision on additional tax assessment due to the erroneous value added tax declaration will not be cancelled or mitigated as a result of exercising the statutory remedial actions, the Market Operator shall amend the tax documents pursuant to the Value Added Tax Act for the supplies executed by the Market Operator under this Agreement to the Balance Responsible Party on which the tax administrator levied additional tax due to the erroneous value added tax declaration.
- c) In the event the tax administration authorities deem the organization unit or other representation of the BEM Participant in the Czech Republic a business establishment for purposes of value added tax and, as a result, BEM Participant is subject to additional value added tax assessment for the supplies executed by BEM Participant under this Agreement on Settlement of Imbalances to the Market Operator, the Market Operator hereby undertakes to refund the additionally assessed tax to BEM Participant based on the amended tax documents issued by BEM Participant pursuant to the Value Added Tax Act and delivered to the Market Operator together with documents on additional tax assessment by the tax administrator.

## Article 17 Final Provisions

- a) All rights and obligations of the Parties arising from this Agreement cease to apply as of the date of expiry of the Agreement, with the exception of the rights and obligations which according to their type continue to persist the Agreement.
- b) The provisions pertaining to information protection, damage settlement, contractual penalties and dispute resolution remain in effect after the expiry of this Agreement.
- c) The Parties hereby acknowledge that should any provision of this Agreement or its Appendices be deemed invalid in the future, then such provision shall not invalidate the other provisions of this Agreement. In such event the invalid provision of the Agreement shall be substituted with an enforceable provision, which will most closely correspond to the contents of the invalid provision.
- d) This Agreement may be modified and supplemented solely by attaching written Appendices numbered in a rising order and signed by authorized representatives of the Parties hereof in the same document. The receiving Party is obligated to provide an opinion on a draft Appendix within 20 days following its receipt. The Party which has sent the draft Appendix is bound by it for the same period.
- e) Legal relations between the Parties are governed by Czech law. The governing language of the Agreement is Czech.
- f) Legal relations between the Parties hereto are governed, aside from the provisions contained in the text of this Agreement, by the Business Terms. The BEM Participant hereby acknowledges that the contents of the Business Terms are known to it. In the event any provision of this Agreement diverges from or contradicts the wording of the Business Terms, then the wording of the Agreement supersedes the wording of the Business Terms.
- g) Both Parties fully accept the integral parts of this Agreement, attached as the following Appendices:
  - i. Appendix 1 – Business Terms in the electronic form ([www.ote-cr.cz](http://www.ote-cr.cz))
  - ii. Appendix 2 – Persons authorized for communication in contractual and operations matters
  - iii. Appendix 3 - Form for Financial Security Determination  
(in case that the BEM Participant does not conclude the valid and effective agreement on settlement of imbalance in the electricity market)
- h) In the event any provision of this Agreement is superseded by new legislation, both Parties hereby undertake to substitute the affected provision of this Agreement with a new provision ensuing from the new legislation, or they shall agree upon a provision which will as closely as possible achieve the purpose intended by both Parties when drafting this Agreement. All other provisions of the Agreement shall remain unaffected.
- i) This Agreement has been executed in 2 counterparts of which each Party receives one original copy. The Business Terms are valid and binding for both Parties as of the day of approval by the Energy Regulatory Office and posting on the website [www.ote-cr.cz](http://www.ote-cr.cz). They are an integral part of this Agreement in the electronic form.
- j) The Parties hereby acknowledge they have read this Agreement in detail, agree with its contents and are not aware of any obstacles, third party claims or other



legal defects that would prevent entering into this Agreement or render it invalid.  
In witness whereof, the authorized representatives of the Parties attach their signatures below.

Prague, date .....

Place, date .....

OTE, a.s.:

Company Name:

.....  
Ing. Aleš Tomec  
Chairman of the Board

.....  
Ing. Michal Ivánek  
Vice-chairman of the Board

### Appendix 3: Persons authorized for communication in contractual and operations matters

#### On behalf of the BEM Participant:

First Name	Surname	Telephone	Mobile phone	E-mail	Person in charge	Access to OTE's system	Commodity	Communication areas

#### Notes:

Person in charge has rights to administrate others persons accounts in OTE portal, e.g.: add new user, edit activity rights, manage certificates.

Communication area with OTE, please fill up for each person according to the following key: C - contractual, O - operational, I - invoicing, RM - risk management.

#### On behalf of OTE, a.s.:

First Name	Surname	Scope of Communication	Telephone	E-mail	Mobile phone
Andrea	Stejskalová	Contractual	+420 296 579 162	<a href="mailto:astejskalova@ote-cr.cz">astejskalova@ote-cr.cz</a>	+420 605 296 856
Jaroslav	Hodánek	CS OTE	+420 296 579 167	<a href="mailto:jhodanek@ote-cr.cz">jhodanek@ote-cr.cz</a>	+420 605 296 771
Pavel	Rodryč	Short-Term Market	+420 296 579 193	<a href="mailto:prodryc@ote-cr.cz">prodryc@ote-cr.cz</a>	+420 603 581 436
Ondřej	Záviský	Billing, Financial Security	+420 296 579 187	<a href="mailto:ozavisky@ote-cr.cz">ozavisky@ote-cr.cz</a>	+420 731 412 963