

Amendment No. 3
to
THE MASTER AGREEMENT
on
4M Market Coupling
date of signature 14 November 2014

concluded between

1. **OTE, a.s.**, a company founded and duly existing in accordance with the laws of the Czech Republic and registered in the Company Register administrated by the Municipal Court in Prague, Section B, File 7260 with registered office located at **Sokolovská 192/79, 186 00 Praha 8 – Karlín, the Czech Republic**; Registration Number of the Company (IČ): 264 63 318, hereinafter referred to as “**OTE**” (OTE’s contract No.: 21/2014),

and
2. **OKTE, a.s.**, a company founded and duly existing in accordance with the laws of the Slovak Republic and registered in the Company Register administrated by the District Court in Bratislava I, Section Sa, File 5087/B with registered office located at **Mlynské nivy 48, 821 09 Bratislava, the Slovak Republic**; Registration Number of the Company (IČO): 45 687 862, hereinafter referred to as “**OKTE**”,

and
3. **HUPX Magyar Szervezett Villamosenergia-piac Zártkörűen Működő Részvénytársaság** (Hungarian Power Exchange Company Limited by Shares, HUPX Ltd.), a company founded and duly existing in accordance with the laws of Hungary and registered in the Company Register administrated by the Budapest Metropolitan Court, with registered office located at **H-1134 Budapest, Dévai utca 26-28., Hungary**; Registration Number of the Company: 01-10-045666, hereinafter referred to as “**HUPX**”,

and
4. **Operatorul Pietei de Energie Electrica si de Gaze Naturale “OPCOM” S.A.**, a company duly organized and existing under the laws of Romania, with registered office in **16-18 Hristo Botev Blvd, 3rd District, Bucharest 030236, Romania**, registered with Bucharest Trade Register Office under number J40/7542/2000, VAT number (CIF) RO13278352, hereafter referred to as “**OPCOM**”,

and

5. **ČEPS, a.s.** (“ČEPS”), incorporated under the laws of the Czech Republic, having its registered office at **Elektrarenska 774/2, 101 52 Praha 10, Czech Republic**, registered with the Commercial Register kept by the Municipal Court in Prague, Section B, Entry 5597, with the Company Identification No. 25702556; hereinafter referred to as “**ČEPS**”,

and

6. **Slovenská elektrizačná prenosová sústava, a.s.**, a company founded and duly existing in accordance with the laws of the Slovak Republic and registered in the Company Register administrated by the District Court Bratislava I, Section Sa, File 2906/B with registered office located at **Mlynské nivy 59/A, 824 84 Bratislava 26, the Slovak Republic**; Registration Number of the Company (IČO): 358 29 141, hereinafter referred to as “**SEPS**”,

and,

7. **MAVIR Magyar Villamosenergia-ipari Átviteli Rendszerirányító Zártkörűen Működő Részvénytársaság** (MAVIR Hungarian Independent Transmission Operator Company Ltd.), a company founded and duly existing in accordance with the laws of Hungary and registered in the Company Register kept by the Hungarian Company Registry Court of Budapest-Capital Regional Court with registered office located at **H-1031 Budapest, Anikó u. 4., Hungary**; Registration Number of the Company: 01-10-044470, hereinafter referred to as “**MAVIR**”,

and

8. **National Power Grid Company Transelectrica S.A.**, a Romanian company with a dualist management system, having its registered office at 33 General Gheorghe Magheru Blvd., 1st District, Bucharest and mailing address at Olteni no. 2-4, 3rd District, Bucharest, postal code 030786, registered with Bucharest Trade Registry with no. J40/8060/2000 and sole code of identification 13328043, hereinafter referred to as „**Transelectrica**“

and hereinafter referred to individually as a “Party” and collectively as the “Parties”.

Whereas

- A) The Parties have entered into the 4M Master Agreement on Market Coupling dated on 14 November 2014 (hereinafter referred to as the “**Agreement**”), under which the Parties determined the scope and form of cooperation, coordination and data exchange between the Parties for the operation of the common 4M Market Coupling (hereinafter referred to as the “**4M MC**”).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

G) All capitalized terms not defined but used in this Amendment shall have the same meaning as in the Agreement, unless specified otherwise.

IN CONSIDERATION OF THE ABOVE, THE PARTIES HEREBY AGREE, UNDER THE TERMS AND CONDITIONS OF THIS AMENDMENT, AS FOLLOWS:

§ 1

The following definitions shall be added to the “Definitions” section of the Agreement and shall be read as follows:

Core Flow Based Market Coupling	Market coupling project based on flow-based capacity calculation approach between bidding zones which are part of the Core CCR as defined in the TSOs proposal regarding the determination of the capacity calculation regions line with the Article 15 of the CACM.
DE-AT-PL-4M MC NTC based Market Coupling	Day ahead market coupling between Germany, Austria, Poland and the 4M countries (Czech Republic, Slovakia, Hungary and Romania) introducing an NTC-based implicit capacity allocation on six borders (PL-DE, PL-CZ, PL-SK, CZ-DE, CZ-AT, HU-AT).
Go-live Date of the Core Flow-Based Market Coupling	The date of the go-live of Core Flow-Based Market Coupling as decided by the Core FB MC JSC.
Go-live Date of DE-AT-PL-4M MC NTC based Market Coupling	The date of the go-live of DE-AT-PL-4M MC NTC based Market Coupling as decided by the DE-AT-PL-4M MC SG.

§ 2

Article 17 paragraph 3 of the Agreement shall be replaced and read as follows:

[REDACTED]

§ 3

Article 17 paragraph 4 of the Agreement shall be replaced and read as follows:

[REDACTED]

§ 4

Following annexes of the Agreement shall be replaced with the ones attached to this Amendment:

- Annex 5 Contact List
- Annex 6 List of Public Holidays and
- Annex 3-9 MC Operator Rotational Scheme_draft

§ 5

All provisions of the Agreement unaffected by the Amendment shall remain unchanged, in full force and effect. Relevant provisions of the Agreement are applicable on this Amendment as well.

§ 6

The Amendment enters into force and becomes applicable as of the date on which the last Party signs the Amendment (*date of validity and date of applicability*).

§ 7

The Amendment constitutes an integral and inseparable part of the Agreement. If one or more provisions of this Amendment are or become invalid, illegal, unenforceable or non-binding, the remaining provisions shall continue to be valid, binding, and enforceable to the extent permitted by law. The Parties undertake to replace the invalid, illegal, unenforceable or non-binding provisions by provisions which, while not suffering the defects of the replaced provisions, come as close as possible to the intention and purpose, both economically and otherwise, of these provisions.

§ 8

The Amendment is executed in eight (8) counterparts and each counterpart shall be deemed an original for all purposes. Each Party will obtain one (1) counterpart.

§ 9

The Parties are aware of the fact that OTE, a.s., irrespective of the Applicable Law of this Amendment, has a national legal obligation within the meaning of Section 2 (1) of the Czech Act No. 340/2015 Coll., on special conditions for the entry into force of certain contracts, to publish this Amendment in the National Contract Registry of the Czech Republic and that, insofar as OTE is concerned, the coming-into-force of this Amendment is subject to such prior publication of this Amendment.



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date of signature 14 November 2014

OTE

By:

[Redacted Name]
[Redacted Title]

Signature:

By:

[Redacted Name]
[Redacted Title]

Signature:

Date: _____

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THE MASTER AGREEMENT

on

4M Market Coupling

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OKTE

By:

[Redacted signature]

Signature:

By:

[Redacted signature]

Signature:

Date: _____

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4M Market Coupling

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HUPX

By:

[Redacted]

By:

[Redacted]

Signature:

Signature:

Date: _____

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4M Market Coupling

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OPCOM

By:

██████████
████████████████████

By:

██████████
████████████████████

Signature:

Signature:

Date: _____

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ČEPS

By:

[Redacted]

By:

[Redacted]

Signature:

Signature:

Date: _____

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SEPS

By:

[Redacted signature]

Signature:

By:

[Redacted signature]

Signature:

Date: _____

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MAVIR

By:

[Redacted signature]

Signature:

By:

[Redacted signature]

Signature:

Date: _____

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Transelectrica

By: [redacted]
[redacted]
Signature:

By: [redacted]
[redacted]
Signature:

By: [redacted]
[redacted]
Signature:

By: [redacted]
[redacted]
Signature:

By: [redacted]
[redacted]
Signature:

Date: _____