**AMENDMENT AGREEMENT**

**dated as of** Click here to enter text.

**to the**

**EQUIAS ACCESSION AGREEMENT**

**dated** Click here to enter a date.

**between**

Click here to enter text. **(hereinafter "**Click here to enter text.**")**

**and**

**Equias B.V. (formerly “EFETnet B.V.”, hereinafter "Equias")**

**WHEREAS**

(A) Click here to enter text. and Equias entered into the Equias Accession Agreement, as amended or supplemented from time to time ("Agreement").

 (C) Click here to enter text. wishes to opt-in for the External Agent functionality of eRR and the Parties wish to amend the Agreement accordingly.

Accordingly, in consideration of the mutual agreements contained in this Amendment Agreement, **IT IS HEREBY AGREED** as follows:

**1.Amendments to the Agreement**

I. Clause 2.2(b) is amended by adding the following after “Trader”;

"And opts-in for the External Agent Role (only if Reporting Unit)”

II. Clause 2.2 (c) is amended by adding the following after “(CMS eRR)”:

“ and, if opted-in for the External Agent functionality, adheres to the terms set out in Annex to the eRR-REMIT Service Sub Appendix”

**2. Representations**

Each Party represents to the other party in respect of the Agreement, as amended pursuant to this Amendment Agreement, that all representations made by it pursuant to the Agreement are true and accurate as of the date of this Amendment Agreement.

**3. Miscellaneous**

* 1. Entire Agreement and Restatement
1. This Amendment Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings (except as otherwise provided herein) with respect thereto.
2. Except for any amendment to the Agreement made pursuant to this Amendment Agreement, all terms and conditions of the Agreement will continue in full force and effect in accordance with the provisions on the date of this Amendment Agreement. References to the Agreement will be to the Agreement as amended by this Amendment Agreement.

3.2 Amendments

 No amendment, modification or waiver in respect of the matters contemplated by this Amendment Agreement will be effective unless made in accordance with the terms of the Agreement.

3.3 Governing Law

 This Amendment Agreement will be governed and construed in accordance with Clause 8.2 of the Agreement and subject to the exclusive jurisdiction set out in Clause 8.3 of the Agreement.

**IN WITNESS WHEREOF** the parties have executed this Amendment Agreement on the respective dates specified below with effect from the date specified on the first page of this Amendment Agreement.

|  |  |  |
| --- | --- | --- |
| Licensed User. |  | **Equias B.V.** |
|  |  |  |
| Signatory’s name. |  |  |