

Annex VIII

Standard Power of Attorney for Third Party services

**POWER OF ATTORNEY
BETWEEN THE NEMOS WITH RESPECT TO THIRD PARTY SERVICES**

The present agreement (hereafter “**Agreement**”) is entered into by and between:

1. **BSP Energy Exchange LL.C.**, a company duly organized under the laws of the Republic of Slovenia, having its registered office in Ljubljana, Dunajska cesta 156, Slovenia, registered at the District Court of Ljubljana under the registration number 3327124000 and VAT n° SI37748661 (hereafter “**BSP**”);
2. **Croatian Power Exchange Ltd.**, a company incorporated and existing under the laws of the Republic of Croatia, with the enterprise number HR14645347149, address Ulica grada Vukovara 284, HR-10000 Zagreb, Croatia (hereafter “**CROPEX**”);
3. **EirGrid plc**, a public limited company incorporated under the laws of the Republic of Ireland, with registered office at The Oval, 160 Shelbourne Road, Dublin 4, Ireland (hereafter “**EirGrid**”);
4. **EPEX SPOT SE**, a European Company (Societas Europae) incorporated under the laws of the French Republic, with its registered office at 5 boulevard Montmartre, 75002 Paris, France, and registered with the commercial register in Paris under the number 508 010 501 (hereafter “**EPEX**”);
5. **EXAA Abwicklungsstelle für Energieprodukte AG**, a stock corporation incorporated and existing under the laws of the Republic of Austria, having its registered offices at Alserbachstraße 14-16, 1090 Vienna, Austria, registered with the commercial register in Vienna under FN 210730y and VAT n° ATU52153208 (hereafter “**EXAA**”);
6. **Gestore dei Mercati Energetici S.p.A.**, a company duly organized and existing under the laws of the Italian Republic, with registered office at Viale Maresciallo Pilsudski, 122-124, 00197, Rome, Italy, registered with the Companies Register of Rome under number RM 953866, Italian tax code and VAT 06208031002 (hereafter “**GME**”);
7. **HUPX Hungarian Power Exchange Company Limited by Shares**, a company duly organized and existing under the laws of Hungary, with registered office in 1134 Budapest, Devai u. 26-28, Hungary, and registered under the company registration number 01-10-045666, VAT n° HU13967808 (hereafter “**HUPX**”);
8. **Independent Bulgarian Energy Exchange EAD**, a company incorporated and existing under the laws of the Republic of Bulgaria, with the enterprise number 202880940, address: 19 Dondukov Boulevard, Sofia 1000, Bulgaria (hereafter “**IBEX**”);
9. **Hellenic Energy Exchange S.A.** a company duly organized and existing under the laws of Greece, with V.A.T. number 801001623, with registered office at 110,

Athinon Avenue, 10442, Athens, Greece, registered in the commercial register at General Commercial Registry under number 146698601000, ("**HEnEx**")

10. **European Market Coupling Operator AS**, a company incorporated and existing under the laws of the Kingdom of Norway, having its registered office at Vollsveien 17B, 1366 Lysaker, Norway, registered with the Register of Business Enterprises in Norway n° 984 058 098 (hereafter "**EMCO**");
11. **OKTE, a.s.**, a company duly organized and existing under the laws of Slovak republic, with registered office in Mlynské nivy 48, 821 09 Bratislava, Slovakia, registered with the District Court Bratislava I, Section Sa, File No. 5087/B under the number 45 687 862, VAT n° SK2023089728 (hereafter "**OKTE**");
12. **OMI Polo Español S.A.**, a company incorporated and existing under the laws of the Kingdom of Spain, having its registered office at Alfonso XI n° 6, 4ª planta, 28014 Madrid, Spain, and with the commercial register in Madrid under Section 8, Hoja: 506799 (hereafter "**OMIE**");
13. **Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" SA**, a company duly organized and existing under the laws of the Republic of Romania, with registered office in Bucharest, 16-18 Hristo Botev Bld., 3rd district, Romania, registered with the National Trade Register Office Bucharest under the number J40/7542/2000, VAT n° 13278352 (hereafter "**OPCOM**");
14. **OTE, a.s.**, a company organized and existing under the laws of the Czech Republic, having its registered office at Sokolovská 192/79, 186 00 Prague 8, Czech Republic, and registered with the Commercial Register at the Prague Municipal Court in section B, file 7260, under number 26463318 and VAT n° CZ26463318, OTE's contract number: 1/2018, (hereafter "**OTE**");
15. **SONI Limited**, a company incorporated in Northern Ireland with registered number NI 38715 and registered office at Castlereagh House, 12 Manse Road, Belfast BT6 9RT, United Kingdom (hereafter "**SONI**");
16. **Towarowa Giełda Energii SA**, a company duly organized and existing under the laws of the Republic of Poland, with registered office at ul. Książęca 4, 00-498 Warszawa, Poland, registered with National Court Register under number 0000030144 and VAT no PL5272266714 (hereafter "**TGE**");
17. **NASDAQ OSLO ASA**, a company incorporated and existing under the laws of the Kingdom of Norway with company number whose registered office address is at Karenslyst Allè 53, 0279 , Oslo, Norway (hereafter "**NASDAQ**")

Collectively referred to as "**Parties**" or "**NEMOs**".

WHEREAS:

1. On 15th August 2015 Commission Regulation (EU) 2015/1222 of 24 July 2015

establishing a guideline on capacity allocation and congestion management entered into force. Pursuant to article 4.1 of Commission Regulation (EU) 2015/1222 (hereafter the "CACM Regulation"), *"Each Member State electrically connected to a bidding zone in another Member State shall ensure that one or more NEMOs ('nominated electricity market operator', entity designated by the competent authority to perform tasks related to single day-ahead or single intraday coupling) are designated by four months after the entry into force of this Regulation to perform the single day-ahead and/or intraday coupling"*.

2. The Parties have been individually designated as NEMOs. The Parties have entered into the All NEMO Day Ahead Operational Agreement (hereafter the "**ANDOA**") with aim of facilitating the necessary cooperation between designated NEMOs with respect to the performance of all common tasks that need to be performed in connection with the day ahead coupling operations (hereafter the "**ANDOA**") in accordance with the terms of CACM Regulation.
3. On *[[insert date]*, the NEMO Day-Ahead Steering Committee (hereafter "**Committee**") decided to organize the appointment of *[describe role/services to be procured etc]*. Such selection will be performed by the contracting Party subject to the supervision and decision of the Committee via a procurement procedure (hereafter: the "**Procurement**").
4. On *[insert date]*, the NEMOs – through a decision of the Committee decided to assign to *[•]* the role of procuring and contracting Party in charge of the Procurement, having the latter been identified as the best qualified NEMO for the performance of such role.
5. Following the assignment by the NEMOs of the role of procuring and contracting Party, *[•]* shall manage the Procurement in its own name, on its own behalf and on behalf of the other NEMOs, according to the instructions provided through a decision of the Committee. In particular, as part of its contracting Party role, *[•]* shall:
 - i) formally select a *[describe role/services to be procured etc]* (hereafter the "**Contractor**") subject to a decision of the Committee;
 - ii) pre-finance the costs stemming from such Procurement, it being understood that *[•]* will recover from the other NEMOs ("**Mandating Parties**") the other costs not attributable to its share of contribution, consistently with the provisions of the ANDOA;
 - iii) appoint a procurement manager – following its approval by the Committee - (hereafter the "**Procurement Manager**") as the internal superintendent of the Procurement and special point of contact for the candidates participating in the Procurement;
 - iv) enter into in its own name, on its own behalf and on behalf of the other NEMOs the contract (hereafter the "**Service Agreement**") with the Contractor. For the avoidance of any doubt, it is understood that the Service Agreement, inter alia, shall be entered into for the benefit of all NEMOs meaning that each NEMO shall be entitled to directly request/receive the services of the Contractor consistently with the provisions of the ANDOA;

v) act as special point of contact (“SPOC”) for all contractual relations with the Contractor.

6. The NEMOs therefore now wish to enter into this Agreement for the performance of the activities listed in Recital 5 above.

NOW THEREFORE IT IS DECLARED AND AGREED AS FOLLOWS:

ARTICLE 1. SUBJECT MATTER

1.1 This Agreement acknowledges and sets forth the terms and conditions under which [•]:

- i) conducts the Procurement and
- ii) is entitled to recover the costs from the Mandating Parties, not attributable to its share of contribution, related to the Procurement and
- iii) enters into the Service Agreement with the Contractor.

ARTICLE 2. POWER OF ATTORNEY

2.1 Mandating Parties hereby formally acknowledge i) the appointment of [•], as procuring and contracting Party for the Procurement (hereafter: the “Contracting Party”) and ii) to such extent, the granting to the Contracting Party of a power of attorney to:

- a. conduct the Procurement under the supervision of the Committee and select a [*describe role/services to be procured etc*] as Contractor, subject to a Committee’s decision.
- b. appoint a Procurement Manager as internal superintendent of the Procurement and SPOC for all candidates during the Procurement process. However, all instructions and all decisions to be taken towards the candidates and the Contractor shall be decided by the Committee or any other body designated by the latter, consistently with the provisions of the ANDOA.
- c. enter into the Service Agreement with Contractor in its own name, on its own behalf and on behalf of all other Parties, according to the instructions provided by the Committee. It is understood that the Service Agreement, inter alia, shall be entered into for the benefit of all NEMOs meaning that each NEMO shall be entitled to directly request/receive the services of the Contractor consistently with the provisions of the ANDOA;
- d. pay for itself and on behalf of the other Parties the Contractor in accordance with the provisions of the Service Agreement;
- e. act in its own name, on its own behalf and on behalf of the other NEMOs as SPOC for all contractual relations with the Contractor. However, all instructions and all decisions to be taken towards the Contractor in respect of the services to be provided

by the Contractor (the “**Services**”) shall be decided upon by the Committee, or any other body designated by the latter, and communicated by Contracting Party to the Contractor. Decisions of the Committee or of any other body designated by the latter in this respect shall be taken pursuant to the rules set forth in the ANDOA.

For the avoidance of doubt:

- i) The Contracting Party will not be entitled to amend, terminate, renew or withdraw from the Procurement or Service Agreement or from any related binding document (including any pre-contractual arrangement related to the Service Agreement) without the prior consent of the Committee;
- ii) any decision/approval under this Agreement shall be taken pursuant the provisions applicable to the Committee established under the ANDOA;
- iii) any question arising on the interpretation of this Agreement and/or the Service Agreement shall be subject to a decision of the Committee or of any other body designated by the latter, consistently with the provisions of the ANDOA.

- 2.2** The Service Agreement to be entered into with the Contractor shall be substantially similar to the template agreement attached to this Agreement as Annex 3.

ARTICLE 3. OBLIGATIONS OF THE CONTRACTING PARTY

- 3.1** The Contracting Party shall regularly inform the Mandating Parties on the status of the Procurement and shall provide without undue delay the Mandating Parties with any information related to the Procurement which is reasonably necessary for the Mandating Parties to assess the Procurement.
- 3.2** All instructions to the Contracting Party and all decisions to be taken by the Contracting Party in respect of the Procurement (in particular the selection decision) and the Service Agreement shall be subject to prior approval of the Committee or of any other body designated by the latter, consistently with the provisions of the ANDOA.
- 3.3** Within the context of the Procurement, the relevant Procurement's documentation shall be sent by the Contracting Party to any third party only following the prior written consent (including by e-mail) of the other Parties.
- 3.4** The Service Agreement shall not be entered into by Contracting Party without the other Parties having given their prior written consent (including by e-mail) on the content of the signing version of the Service Agreement. To this aim the Contracting Party shall regularly inform the other Parties on the content of the possible negotiations with the Contractor on the Service Agreement as well as provide them with any relevant drafts of such Service Agreement as well as their final version. During negotiations with the Contractor (including in connection with any pre-contractual arrangement related to the Service Agreement), the Contracting Party shall act in accordance with the decisions of the Committee or of any other body designated by the latter.

ARTICLE 4. PAYMENT AND COST RECOVERY

- 4.1** The Contracting Party shall pay the Contractor on behalf of itself and on behalf of the Mandating Parties the amounts due pursuant to the Service Agreement provided that all Parties have approved in written form (including via e-mail) the pro-forma invoices and the related detailed timesheets consistently with the relevant provisions of the ANDOA.
- 4.2** The amounts due by the Contracting Party to the Contractor on the basis of the Service Agreement as well as any approved cost incurred by the Contracting Party for the performance of this Agreement shall be shared among the Parties consistently with the terms and conditions set in the ANDOA.
- 4.3** For the avoidance of doubt, the Contracting Party agrees not to charge any fee to the Mandating Parties for the execution of its obligations under this Agreement. It is understood that any cost stemming from the Procurement shall be recovered according to the previous Article 4.2. The gratuity of this Agreement does not decrease the liability of the Contracting Party under the Agreement, it being understood that the Contracting Party shall use that same degree of diligence as if the power of attorney under this Agreement would have been granted upon payment.

4.4 In case of non-fulfilment or in case of a breach of the Service Agreement by the Contractor, without prejudice to the terms and conditions under which the lump sum is payable pursuant to Article 6.10 of the template Service Agreement included in Annex 3, the Contracting Party may claim against the Contractor:

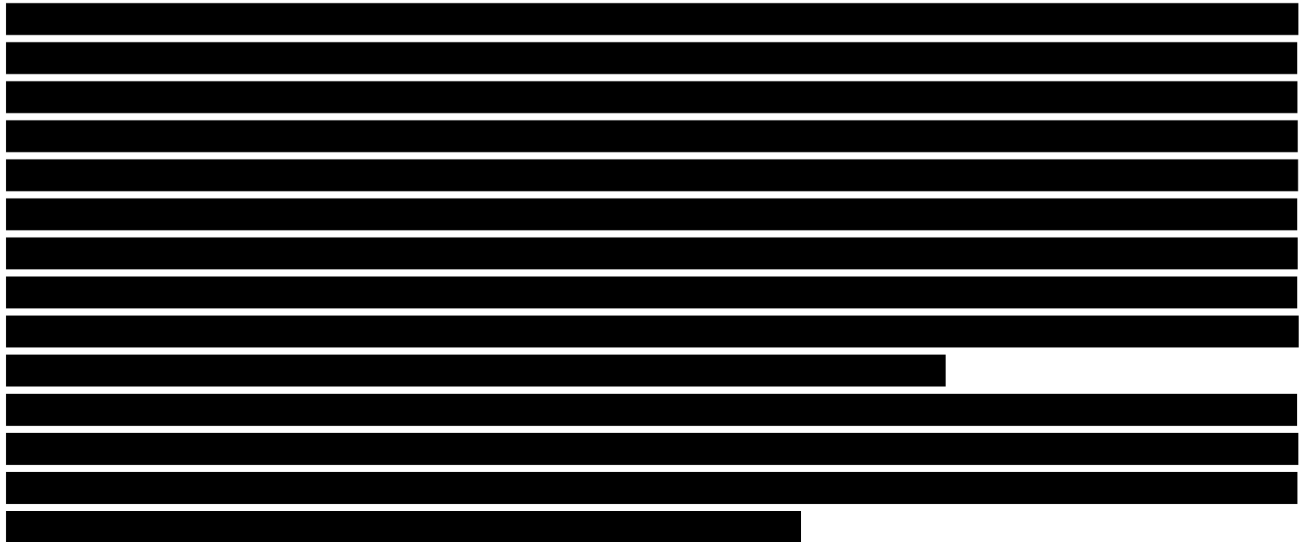
- a) if such non-fulfilment or breach of the Service Agreement leads to the Contracting Party incurring or suffering any costs, losses, damages or expenses; or
- b) if such non-fulfilment or breach of the Service Agreement causes one or more Mandating Parties (hereafter the "**Concerned Party(ies)**") to incur or suffer any costs, losses, damages or expenses. In this event, the Concerned Party(ies) shall notify the Committee of the claim against the Contractor by indicating the magnitude of the costs, losses, damages or expenses and the fundamental factual background giving rise to the claim to be enforced. If the Committee does not respond to the above notification within 5 business days, the Concerned Party(ies) may instruct the Contracting Party to take the necessary steps in order to enforce the relevant claim against the Contractor. If it is evident from the above-mentioned notification that the Concerned Party(ies) have not, in fact, suffered or incurred any costs, losses, damages or expenses as a result of the breach of the Service Agreement by the Contractor, the Committee may decline the enforcement of the relevant claim against the Contractor. For the avoidance of doubt, the Committee is not entitled to scrutinize the validity or enforceability of any claim made by any Concerned Party(ies) from a legal perspective. If the Concerned Party(ies) are not forbidden to enforce their claim against the Contractor (indirectly through the Contracting Party), the Concerned Party(ies) alone shall:
 - c)
 - i) bear the costs and expenses resulting from such claim enforcement including any unfavourable judgment against the Concerned Party(ies),
 - ii) instruct the Contracting Party on the claim enforcement. For this purpose, the Contracting Party shall provide the Concerned Party(ies) with all necessary assistance, information, and authority. In such case the Concerned Parties shall compensate the Contracting Party of its reasonable internal costs.

4.5 Without the prior approval of all Mandating Parties, a Party is not entitled to withhold payments of the Contracting Party's invoices, even in case of non-fulfilment or breach by the Contractor.

4.6 Mandating Parties shall hold harmless the Contracting Party on an equal sharing basis (with the Contracting Party bearing one share) from any third party's claim directly related to its role as Contracting Party, provided that such third party's claim is not deriving from a breach of the present Agreement or of the law applicable to the Procurement or to any actions taken by the Contracting Party in connection with the Procurement which qualifies as fraud or intentional misconduct or gross misconduct or gross negligence committed by the Contracting Party.

- 4.7 Should any third party raise a successful claim based on a breach of procurement law that is not applicable to the Contracting Party, the Mandating Party or Mandating Parties to whom such procurement law is applicable shall indemnify and hold harmless the Contracting Party for any indemnification paid to such third party.

ARTICLE 5. LIABILITY



ARTICLE 6. ENTRY INTO FORCE AND TERMINATION

- 6.1 This Agreement shall enter into force according to the following signature process:
- i) each Party shall individually sign one original of this Agreement and send a scanned copy of all pages of the signed original (in a single file PDF format).
 - ii) all scanned originals are collected by the Chairperson who distributes them (in a single zip file) to all Parties. This Agreement will enter into force on the date on which the scanned signed copies are distributed to all Parties by the Chairperson.
 - iii) as soon as possible following the completion of the signature process outlined above, for evidence reasons and without impacting the above-mentioned entry into force, each Party shall send 17 (seventeen) original signatory pages of this Agreement to the Contracting Party. The Contracting Party will then create 17 (seventeen) original hard copies of this Agreement which will be sent to the Parties (one original hard copy for each Party).
- 6.2 This Agreement is entered into for the duration of the Procurement and the Service Agreement. For the avoidance of doubt, the Contracting Party will not be entitled to renew the Service Agreement on behalf of the other Parties without their consent, the powers conferred with this Agreement being limited to the signature of the Service Agreement and the specific acts specified in this Agreement.
- 6.3 The Parties accept and acknowledge the importance of legal and regulatory requirements to which the NEMOs are subject as market operators. Consequently, each NEMO may request to reasonably amend or, if necessary, and without court intervention, terminate

immediately by registered letter the present Agreement and without having to compensate the other Parties for such termination, if a legislative or regulatory text, decree, decision issued by a competent regulatory, administrative or other governmental authority, or an opinion, proposal or demand issued by such regulatory, administrative or other governmental authority, require any such amendment or termination.

- 6.4** Without any court intervention and without any compensation being due, the Contracting Party in respect to a NEMO (excluding itself) and each NEMO (excluding the Contracting Party) in respect to the Contracting Party may, wholly or partly, terminate by registered letter with acknowledgement of receipt this Agreement with immediate effect in respect to the Party which:
- a) Ceases its business or becomes the object of a liquidation or dissolution;
 - b) Is the object of an appointment of a receiver, or admitted in writing its inability to pay its debts generally as they come due (to the extent compatible with applicable law);
 - c) In the event of a significant and detrimental change in the legal status, legal structure, the activities and/or the financial situation of such Party, which reasonably leads to the conclusion that the terms and conditions of this Agreement can or will, in a nearby future, no longer be satisfactorily complied with.
- 6.5** It is understood that if one or more Mandating Parties terminate this Agreement pursuant to Article 6.3 and 6.4, the Agreement will continue to be valid and effective between the Contracting Party and the non-terminating Parties. Upon termination of the Agreement by one or more NEMOs, the Contracting Party will be entitled to recover the amounts under Article 4.2 from the terminating NEMO(s) consistently with the relevant provisions of the ANDOA. Should the ANDOA or a decision of the Committee not provide relevant provisions/rules on the cost recovery by the terminating NEMO(s) of the amounts due pursuant to Article 4.2, the Parties agree that Contracting Party will only be entitled to recover the amounts due for the services performed by the Contractor before such termination.
- 6.6** It is understood that the present Agreement shall be terminated with immediate effect in the event of termination of the Service Agreement.

ARTICLE 7. MISCELLANEOUS PROVISIONS

- 7.1** No Party has relied upon any other promise, representation or warranty other than those contained herein, in executing this Agreement.
- 7.2** If one or more of the provisions of this Agreement is declared to be invalid, illegal or unenforceable in any respect under any applicable rule of law or public policy, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected and these provisions shall remain in full force and effect as long as the economic or legal substance of this Agreement is not affected in any material manner adverse to any Party. In such event, the Parties shall immediately and in good faith negotiate a legally valid replacement provision with the same economic effect.
- 7.3** The Parties agree that the working language for all notifications and for all matters relating

to this Agreement shall be English, to the extent compatible with the applicable provisions of mandatory law, if any.

- 7.4 The Annexes to this Agreement form an integral part thereof and any reference to this Agreement shall include a reference to the Annexes and vice versa.
- 7.5 Any change to this Agreement can only be validly agreed upon in writing, duly signed by the legal representatives of the Parties with exception of Annexes 1 and 2 which may be amended through notification by the relevant Party.
- 7.6 Each Party acknowledges that the Parties to this Agreement are independent entities and that it will not, except in accordance with this Agreement, represent itself as an agent or legal representative of the other Party.
- 7.7 No Party may assign or transfer this Agreement, partially or as a whole, unless with the prior explicit written consent of the Parties which will not be unreasonably withheld or delayed.
- 7.8 No agency, partnership or joint venture relationship is created between the Parties as a result of this Agreement.
- 7.9 The Parties shall be responsible for their individual commitments only and do not bear any joint and several liability under this Agreement or the Service Agreement.
- 7.10 The present Agreement is governed by and construed with Belgian law without regard to the conflict of laws principles of it. Any dispute arising out of or in connection with this Agreement shall be settled in accordance with the dispute settlement procedure set forth in the ANDOA.
- 7.11 The Parties hereby acknowledge that regardless of the governing law of the Agreement, OTE is considered as the obliged person within the meaning of the section 2/1 of Czech Act No 340/2015 Coll. on Registration of Contracts (the "Act on Registration") and therefore the Agreement shall be published by OTE in the Czech Registry of Contracts pursuant to section 5 of the Act on Registration.

In witness thereof, the Parties have caused their duly authorized representatives to execute the present Agreement in 17 (seventeen) original copies. Each Party shall receive an original copy.

[Insert appropriate execution blocks]

Annex 1: Contact information*

Annex 2: Contacts for invoicing and payment*

* Contact information and addresses can be changed by sending a note to above mentioned addressees.

Annex 3: Third Party Service Provider Agreement

CONTRACT FOR [•] SERVICES

BETWEEN:

....., a company incorporated under the laws ofwith company number whose registered office is at,,, (the "**Contracting Entity**") hereto represented by, duly authorized to act on the Contracting Entity's behalf for the present agreement.

AND:

....., a company incorporated and existing under the laws of with company number whose registered office is at,,, (the "**Contractor**") hereto represented by, duly authorized to act on the Contractor 's behalf for the present agreement,

each a "**Party**" and collectively the "**Parties**".

WHEREAS:

- 1) On 15th August 2015 Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management (hereinafter "**CACM**") entered into force. Pursuant to article 4.1 of Commission Regulation (EU) 2015/1222, "Each Member State electrically connected to a bidding zone in another Member State shall ensure that one or more NEMOs ('nominated electricity market operator', entity designated by the competent authority to perform tasks related to single day-ahead or single intraday coupling) are designated by four months after the entry into force of this Regulation to perform the single day-ahead and/or intraday coupling"
- 2) On [*insert date*] all designated NEMOs entered into the All NEMO Day ahead Operational Agreement (the "**ANDOA**").. The ANDOA established the necessary cooperation between designated NEMOs with respect to the performance of all common tasks that need to be performed in connection with the day ahead coupling operations in accordance with the terms of CACM Regulation (hereinafter the "**Project**"). The ANDOA is governed by the committee of NEMO Day-Ahead Steering Committee (hereinafter the "**Committee**"). The Project is a cooperative undertaking of NEMOs: European Market Coupling Operator AS, EPEX SPOT SE, OMI– Polo Español S.A., Gestore dei Mercati Energetici S.p.A., OTE, a.s., Towarowa Giełda Energii SA, Operatorul Pieței de Energie Electrică și de Gaze Naturale "**OPCOM**" SA., BSP Energy Exchange LL.C., Croatian Power Exchange Ltd., EirGrid plc, EXAA Abwicklungsstelle für Energieprodukte AG, HUPX Hungarian Power Exchange Company Limited by Shares, Independent Bulgarian Energy Exchange EAD, Hellenic Energy Exchange S.A., OKTE, a.s., SONI Limited, (the "**NEMOs**").

- 3) On ... the NEMOs have entered into a power of attorney (the "Power of Attorney" or "PoA") which sets forth the terms and conditions under which the Contracting Entity shall manage the contractual relationship with a [**Third Party Service Provider**] in its own name as well as for and on behalf of the other NEMOs (hereinafter the "Beneficiaries").
- 4) In order to ensure a proper support to NEMOs in the fulfilment of their tasks, the NEMOs decided to select, through a procurement procedure (hereinafter the "Procurement"), a [**Third Party Service Provider**] to supply the services described in Annex I (hereinafter the "Services").
- 5) On ..., following the assessment of the candidates which have expressed an interest and participated in the Procurement, the Committee decided to appoint the Contractor, being the best qualified candidate participating in the Procurement.
- 6) The Contractor has accepted this appointment and committed to dedicate exclusively [insert name] to the performance of the Services, consistently with its proposal submitted as part of the Procurement (attached to this Agreement as Annex 3).

NOW THEREFORE IT IS DECLARED AND AGREED AS FOLLOWS:

Article 1. SUBJECT MATTER

- 1.1 The present agreement (the "**Agreement**") sets forth the terms and conditions under which the Contractor shall provide, against the agreed remuneration, the Services within the time limits agreed and strictly in accordance with the criteria of quality and performance set forth in the present Agreement.
- 1.2 The Contracting Entity, as sole counterparty of the Contractor, acts in its own name and for and on behalf of itself and the Beneficiaries and is responsible for the contractual management of the Agreement. It is understood that, any decision taken under this Agreement by the Contracting Entity shall respect the decision processes agreed among the NEMOs.

Article 2. CONTRACTUAL DOCUMENTS, VALIDITY AND PRECEDENCE

- 1.1 The Services to be provided by the Contractor are governed by the terms and conditions of this Agreement. No other terms and conditions shall apply to the supply of the Services under this Agreement, unless explicitly otherwise agreed in writing.
- 1.2 The documents constituting this Agreement are:
 - (i) this Agreement;
 - (ii) the annexes and supplementary documents attached to this Agreement.
- 1.3 In the event of difficulty of interpretation, contradiction, ambiguity or difference between the documents constituting this Agreement, each document shall prevail over the following in the order listed above in Article 2.2.

- 1.4 The nullity or invalidity of one or more provision(s) of the present Agreement shall not affect the validity of the other provisions. Any provision declared null, invalid or unenforceable shall be considered as omitted from the present Agreement without affecting the other provisions, which shall continue to be applicable, unless the provision(s) declared null or invalid is (are) essential to the object hereof. In that case, the Parties shall consult each other on the request of the most diligent Party in order to negotiate and agree upon a legally valid replacement provision with the same economic effect as the null, invalid or unenforceable provision.

Article 3. SERVICES PROVIDED BY THE CONTRACTOR

- 3.1 The Contractor shall provide the Services in accordance with the specifications set forth in Annex 1.
- 3.2 For the avoidance of doubt, the Parties agree that the Contractor shall have no exclusivity of providing services identical or similar to the Services to any one or more of the NEMOs.
- 3.3 The Contractor undertakes and warrants:
- a) to render and provide the Services in strict compliance with all the requirements of this Agreement and any other further written specifications and/or requirements subsequently provided by the Contracting Entity, subject to Committee decision, as far as those further specifications and/or requirements are directly related to the Project;
 - b) to provide the Services within the deadlines specified in Annex 1 and to respect any deadlines in connection with the Services defined by the Contracting Entity, subject to Committee decision. Any expected delay in the Services must be reported in and deadlines may only be extended with prior written consent (including e-mail) of the Contracting Entity, subject to Committee decision;
 - c) to perform its obligations under this Agreement in the best interest of the NEMOs and with a view of assuring the good and successful implementation of this Agreement and of the Project;
 - d) to use the highest degree of diligence, prudence and foresight that is exercised by experienced service providers engaged in the same line of business under the same or similar circumstances;
 - e) to report to the NEMOs on a regular basis on the progress of the Services as well as highlight and report on the important decisions that need to be taken during the term of this Agreement;
 - f) that at all time during the duration of this Agreement, it shall fulfil all the legal obligations and technical relating to its activities.
- 3.4 Provision of services *intuitu personae*
- a) The Contractor commits that the Services shall be exclusively performed by [insert name].

- b) The Contractor declares and undertakes that [insert name] shall be available hours of [x] and [y]/ [z] days per week/ [w] hours per week
- c) Contractor shall ensure that the Services are provided with its own infrastructure.
- d) Substitution or support of [insert name] by another person during the course of this Agreement is subject to prior approval by the NEMOs of the substituting or supporting person, on the basis of its curriculum-vitae and references to be provided by the Contractor to the SPOC, as defined in Article 10.5.
- e) The Contractor shall organize the provision of the Services at its discretion, but in accordance with the business needs of the Project as the case may be.
- f) [insert name] shall never be considered from any point of view whatsoever as having the capacity of employee of the Contracting Entity. No contract of employment shall mutually link [insert name] or other employees of the Contractor to the Contracting Entity
- g) The employees, if any, used by the Contractor to provide the Services shall remain under its exclusive authority and supervision. Possible instructions or directives formulated by the Contracting Entity to the Contractor's representatives or personnel shall not be considered as interference in Contractor's employer's authority vis-à-vis its personnel.
- h) As employer, the Contractor shall be responsible for any payment and any procedure, formality and/or obligation of a fiscal, social security (in its broadest sense) or other nature, including obtaining, if necessary, any work permits in good and proper form and for the term of the present Agreement, for any person who, in one way or another, would be led to intervene or to provide Services on behalf of the Contractor within the context of the execution of the present Agreement. In this regard, any member of staff of the Contractor shall in all respects remain a member of staff of the Contractor and the Contractor shall be responsible for the payment of wages, social contributions, employer's contributions, fiscal retentions, insurance premiums and all other legal or extra-legal obligations to which the Contractor is bound and/or has agreed with its staff.

Article 4. INVOICING AND PAYMENT

- 1.1 For the proper execution by the Contractor of its commitments under this Agreement, the Contracting Entity, following the invoice receipt, shall pay to the Contractor a calendar quarterly fee (the "**Fee**") computed on the basis of Annex 3 and subject to provisions of Annex 4.
- 1.2 It is explicitly agreed that all taxes, levies, deductions, duties and/or other fees, excluding VAT, either directly or indirectly, relating to the Services and to other services provided within the context of the Agreement and all costs and disbursements incurred by the Contractor in connection with the performance of the present Agreement and/or the provision of the Services, shall be deemed wholly included in and covered by the Fees, with no exception whatsoever.

Telephone costs (e.g. phone conferences), travel and accommodation reimbursements (the "Costs") may be invoiced separately by the Contractor at cost to the Contracting Entity provided that:

- a) such telephone costs have been incurred either for periodic or ad-hoc telephone conferences with the bodies created by the NEMOs in relation to the Project (Steering Committee, High Level Meeting, workgroup, workgroup conveners) or are necessary for the efficient management of the Project;
- b) such Costs have been expressly priorly approved by a Committee decision;
- c) such Costs specified as travel and accommodation costs have been incurred following a travel request from the Committee;
- d) such Costs specified as travel and accommodation costs have been expressly accepted by a Committee decision.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.3 The Fees and Costs shall be paid by the Contracting Entity according to the following terms and conditions:

- a) Each invoice shall include:
 - the VAT number of Contractor;
 - detailed timesheet with any references useful to identify clearly the Services to which the invoice relates;
 - bank account details to which the relevant payment shall be made.
- b) The Contractor shall send detailed timesheets of the month following the month in which work is performed or a draft invoice and related detailed timesheets of the month following the calendar quarter in which the Services have been provided to the Contracting Entity, with a copy thereof to the NEMOs through the e-mail contacts mentioned in Annex 2, within the fifth (5th) Business Day (for the purposes of this Agreement, "**Business Day**" means: in relation to each Party, any day, with the exception of Saturdays and Sundays, on which banks are generally open to public in the country or city of incorporation of the relevant NEMO).
- c) The Contracting Entity will inform the Contractor of its approval or of remarks on the draft invoice and related detailed timesheets in written form (including e-mail) within ten (10) Business Days from the date of receipt of the pro forma invoice. The

Contracting Entity is entitled to object the pro forma invoice and related detailed timesheets. In such case, the Contracting Entity shall notify the Contractor promptly the reason of its objection. The Contracting Entity and the Contractor will use their respective best efforts to find an agreement within ten (10) Business Days from such notification. In the event an agreement is confirmed in writing by both Parties within this period, the Contractor shall issue its final invoice.

- d) The Contractor shall notify the Contracting Entity promptly in case of any issue in respect of invoicing and payment.
- e) The Contracting Entity commits to pay the Contractor within thirty (30) calendar days from the receipt of Contractor's invoice, if duly compliant with EU VAT regulation in force. Payments due on a day other than a Business Day shall be made on the first (1st) following Business Day. Payments shall be made by wire transfer to the bank account indicated by the Contractor in the invoice.
- f) In the event of late payment by the Contracting Entity, Contractor shall be entitled to claim late payment interests equal to Euribor rate per year of the amount due as determined on the date following the one on which the relevant amount was due.
- g) The absence of any of the abovementioned or statutory references will render the invoice(s) null and void. In this case the Contracting Entity reserves the right to return the invoice(s) to the Contractor, such returning being equivalent to disputing it. Moreover, Contractor shall issue the Tax Residence Certificate when requested by the Contracting Entity or a Beneficiary.
- h) In the event of a dispute regarding the payment of the invoice(s) or of a credit note, any amount due shall be paid within thirty (30) days of the date of the agreement reached on the dispute or of the judicial decision by which the dispute is definitively settled between the Parties.
- i) The Parties agree that the Fees covers full payment for all Services performed under this Agreement. For the avoidance of any doubt, the Parties agree that there will be no other remuneration due to the Contractor other than the Fees and the recovery of Costs.
- j) Payment by the Contracting Entity of an invoice, wholly or in part, shall not be considered as an acceptance or validation of the Services performed which are subject of such a dispute and does not prejudice of any claim or right of the Contractor and NEMOs pursuant to the execution of these Services.

Article 5. COLLABORATION OF THE NEMOs

5.1 The Beneficiaries are entitled to directly contact the Contractor with respect to the performance of the Services. To this extent, the Contractor shall be entitled to have direct contact with each Beneficiary. For the avoidance of any doubt, it is understood that the Beneficiaries shall in no event be held liable contractually by Contractor for the obligations provided under this Agreement since they are not parties to the latter.

- 5.2 The Contracting Entity shall facilitate the provision of the Services to the Beneficiaries. In particular, the Contracting Entity shall support the Beneficiaries, if needed, in:
- a) transmitting or communicating to the Contractor the information which is required for provision of the Services as indicated by the Contractor;
 - b) putting the Contractor in contact with the relevant representatives of the NEMOs.

Article 6. CONFIDENTIALITY

- 6.1 The Contractor undertakes not to disclose and to maintain strictly confidential any confidential information, as hereafter defined, of which it gains knowledge or to which it has access within the context of providing the Services. The Contractor acknowledges, the specific provisions with regard to confidentiality to which the NEMOs are subject as market operators, in particular with respect to market data, having been personally and specifically informed on such provisions and having fully understood and accepted them.
- 6.2 For the purpose of this Agreement any information exchanged between the NEMOs and Contractor in respect of the Services, as well as this Agreement is to be considered as confidential information (hereafter called "**Confidential Information**"), to the exception of information which is:
- a) Already in the public domain at the time it is divulged, it being understood that the foregoing only applies to the extent the Contractor proves to the satisfaction of the NEMOs that the information was already in the public domain at the time of divulgation;
 - b) Already known to the Contractor at the time it is divulged and not having been previously obtained either directly or indirectly from the NEMOs, it being understood that the foregoing only applies to the extent the Contractor proves to the satisfaction of the NEMOs that the information was already known to it at the time of divulgation;
 - c) After having been divulged, it becomes accessible to the Contractor following a lawful communication by a third party without breaching any obligation of confidentiality (explicit or implied) to the extent the Contractor proves to the satisfaction of the NEMOs that the information was lawfully communicated by such third party.
- 6.3 Notwithstanding the foregoing, the Contractor undertakes to maintain strictly confidential any Confidential Information and not to divulge it, in whatever form that may be, except if communication thereof is required by law or by competent administrative or judicial authorities provided that such authorities have a legally justified need to know such information and are, by law or contractually, bound to respect the confidential nature of this information under terms equivalent to the terms of this Agreement.
- 6.4 In the event that the Contractor is required in accordance with this Article 6.4 to disclose any Confidential Information, it shall first give immediate written notice of such requirement to the disclosing NEMO(s) to allow it/them, if possible, to intervene in the proceedings or to take all possible measures to protect their interests in the matter.
- 6.5 The Contractor shall make no reference either to the Agreement or to the work done within its context or even to the relationship with the NEMOs, in any publication or presentation of a technical, commercial or other nature, without the prior explicit Committee approval. The Contractor is however allowed to refer to the NEMOs as one of its clients and to mention in brief the scope of the Project. For the avoidance of doubt, each of the NEMOs shall be entitled to provide any report delivered to it by the Contractor to its clients or to make it

public in whatever form, provided that reference is made to the Contractor, except in the event the Contractor has indicated in a motivated writing that such report contains sensitive information and may not be communicated. In such event the Parties shall in good faith determine how such report can be communicated without disclosing such sensitive information.

- 6.6 Contractor is entitled to grant access to such Confidential Information to its representatives, staff and any third party to whom it has subcontracted or delegated part of the Services (always in compliance with the provisions set forth under Article 3.4 above), on a need-to-know basis and provided that the relevant NEMO(s) is previously informed and such persons undertake non-disclosure obligations on the Confidential Information at least as strict as these undertaken by the Contractor under this Agreement. Such disclosure obligations undertaken by representatives, staff and any third party shall be disclosed on request from the relevant NEMO(s).
- 6.7 Moreover, the Contractor undertakes to fulfil the confidentiality undertakings under this Article 6 and to have them fulfilled by their representatives, NEMOs of staff and any third party to whom it has subcontracted or delegated part of the Services, throughout the term of the Agreement and during five (5) years following its termination or expiration. Any breach of the confidentiality undertakings under this Article 6 by NEMOs of staff of the Contractor and/or (possibly) by a third party to which Contractor has subcontracted or delegated part of the Services, shall be considered as being a material breach on the part of the Contractor. The Contractor shall be jointly and severally liable with such representatives, NEMOs of staff and/or such third party for any loss (including indirect loss) resulting from a breach by such representative, member of staff or third party of this Article 6.
- 6.8 Immediately upon receiving the written request of a disclosing NEMO thereon, the Contractor shall return any and all Confidential Information to the disclosing NEMO, and shall, to the extent possible, at first written request of the disclosing NEMO destroy all not returned Confidential Information and prove such destruction to the disclosing NEMO. To the extent the computer back-up procedures of the Contractor create copies of the Confidential Information, the Contractor may retain those copies for the period they normally archive backed-up computer records, which copies are subject to the provisions of this Agreement until they are destroyed.
- 6.9 In case of a breach by the Contractor with regard to its obligations under this Article 6, the relevant NEMO shall be entitled to cease immediately the disclosure of any further Confidential Information and to claim full compensation of the Contractor for any and all direct losses, damages, charges, fees or expenses, expected and unexpected, arising out, or resulting from, a breach of the terms of this Article 6.
- 6.10 [REDACTED]
- 6.11 The Contractor acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm and significant prejudice to the NEMOs. Accordingly, the Contractor agrees that the concerned NEMO may seek immediate injunctive relief to enforce obligations under this Article 6 in addition to any other rights and

remedies it may have by law or contractual arrangement, to the fullest extent permitted by law.

Article 7. INTELLECTUAL PROPERTY

- 7.1. It is explicitly agreed between the Parties that the documentation, software, specifications and any other information provided by the NEMOs within the context of the Services (the “**Data**”) to the Contractor shall be and remain the exclusive property of the NEMOs providing such Data, as the case may be, and that the Contractor shall not benefit from any right in their regard, except the non-exclusive and non-transferable, right to use those Data solely to the extent that such use is strictly necessary for the provision of the Services.
- 7.2. All works, preparations, creations, studies, researches, experiences, inventions or other information, including without limitation all documents, drawings, documentation, manuals, reports, schemes, software (system programs, applications, object codes, source codes), algorithms, technologies, business secrets, methods, inventions, findings, know-how technical or other data, databases, statistical analyses as well as information derived directly or indirectly there from, of whatever kind, developed by the Contractor, as the case may be, pursuant to or in connection with the Services provided under this Agreement or constituting a direct or indirect result of the performance by the Contractor of this Agreement (the “**Developments**”), shall become the NEMOs’ joint property as they are developed, at no additional cost or remuneration and all intellectual property rights in respect thereto shall be vested with the NEMOs to the fullest possible extent, and to the extent necessary, immediately transferred and/or assigned to the NEMOs as from their creation.
- 7.3. In case of termination of this Agreement the NEMOs shall thus be considered the co-owners of all Developments and the intellectual property rights pertaining thereto and the NEMOs shall thus be entitled to maintain and use all these Developments, at no additional cost or remuneration.
- 7.4. The Contractor undertakes to provide, costless, the NEMOs with all useful support in obtaining and maintaining the right or legal title concerned, this including but not limited to the signature of documents useful to its participation in procedures for obtaining the said right or title.
- 7.5. Notwithstanding the above, the Contractor reserves the right to use the Developments, for internal work purposes for other projects, this however only in as far as such Developments do not contain Confidential Information. The Contractor is not entitled to convey any rights of any nature thereon to any of its other clients.
- 7.6. For the purpose of this Article, intellectual property rights shall mean all existing and future, registered or unregistered, intellectual, industrial, commercial and all other property and similar or related rights, title and interest including applications for the same, anywhere in the world, including but not limited to copyrights, neighbouring rights, portrait rights, moral rights, sui generis database rights, models and design rights and all other possible rights in the field of literature, arts and science, rights to patents or patent applications, topography rights, rights to know-how or trade secrets, and all other rights on intellectual creations in the field of technology, trademarks, trade names rights to statutory and commercial

denominations, domain names and all other possible rights to signs used in business to distinguish one good or service from another in trade.

- 7.7. The Contractor will ensure that its representatives, employees and agents also comply with the obligation under this Article 7.

Article 8. ENTRY INTO FORCE, DURATION AND EARLY TERMINATION

- 8.1. This Agreement enters into force on the date of signature by the Contracting Entity and the Contractor and shall terminate on the (three years) In the event the Contracting Entity and the Contractor do not sign on the same date, the date of last signature will trigger the entry into force.
- 8.2. The Contracting Entity may extend the duration of this Agreement under the same terms and conditions by a two (2) months' prior notice, in written form (including e-mail). Any extension or renewal of the Agreement is subject to the Committee's approval.
- 8.3. The Contracting Entity, subject to the Committee's approval, may terminate, wholly or partly, this Agreement by registered letter to the Contractor with acknowledgement of receipt, without any court intervention and without any compensation being due in the event the Contractor is in material breach of this Agreement. If the breach is capable of remedy, the Contractor shall be entitled to a grace period of fifteen (15) days to remedy the breach in the absence of which the Agreement may be terminated, subject to the Committee's approval, by the Contracting Entity. The Agreement may be terminated immediately, subject to the Committee's approval, in case of a material breach by the Contractor which is not capable of remedy (such as including but not limited to breach of confidentiality obligations, third party intellectual property rights and the warranties given under this Agreement).
- 8.4. The Contractor may unilaterally terminate this Agreement by registered letter to the Contracting Entity with acknowledgement of receipt, without any court intervention and without any compensation being due, in case of lack of payment by the Contracting Entity of non-disputed Fees or Costs and subject to a notice period of thirty (30) days such notice being sent in copy to all NEMOs. The Contractor may only rely on this right if it is complying with its obligations under this Agreement.
- 8.5. The Contracting Entity, subject to the Committee's approval, may decide to terminate the Agreement for any reason subject to a one-month prior notice sent by registered letter to the Contractor.
- 8.6. Any termination for breach of Agreement shall be without prejudice to any other rights and remedies the non-defaulting Party may have against the defaulting Party, including any claim for damages or reimbursement of paid Fees.
- 8.7. The Parties accept and acknowledge the importance of legal and regulatory requirements to which the NEMOs are subject as market operators. Consequently, the Contracting Entity, subject to the Committee's approval, may reasonably request to amend or, if necessary, and without court intervention, terminate immediately by registered letter the present Agreement and without having to compensate the Contractor for such amendment or

termination of the present Agreement, if a legislative or regulatory text, decree, decision issued by a competent regulatory authority, or an opinion, proposal or demand by such an authority, require, any such amendment or termination.

8.8. The Contracting Entity, subject to the Committee's approval, may terminate, wholly or partly, this Agreement with immediate effect by registered letter to the Contractor with acknowledgement of receipt, without any court intervention and without any compensation being due, if the Contractor:

- a) ceases its business or becomes the object of a liquidation or dissolution;
- b) is declared bankrupt or becomes the object of a filing of a voluntary or involuntary petition under the applicable Bankruptcy Act;
- c) is the object of an appointment of a receiver, or admitted in writing its inability to pay its debts generally as they come due (to the extent compatible with applicable law);
- d) in the event of a significant and detrimental change in the legal status, legal structure, the activities and/or the financial situation of the Contractor, which reasonably leads to the conclusion that the terms and conditions of this Agreement can or will, in a nearby future, no longer be satisfactorily complied with by the Contractor.

8.9. In case of early termination pursuant to this Article 8, the Contracting Entity will pay to the Contractor only the services already performed consistently with terms and conditions of the Agreement.

Article 9. LIABILITY

[REDACTED]

Article 10. MISCELLANEOUS PROVISIONS

10.1. This Agreement constitutes the entire agreement between the Parties with respect of the subject matter thereof and supersedes any prior or contemporaneous agreements, whether oral or written, between the Parties with respect to said subject matter. No Party has relied upon any other promise, representation or warranty other than those contained herein, in executing this Agreement.

10.2. Any change to this Agreement can only validly be agreed upon in writing, duly signed by the representatives of the Parties.

10.3. Each Party acknowledges that the other Party to this Agreement is an independent contractor.

- 10.4. All notices shall be sent by registered letter or delivered by courier to the Contracting Entity at the addresses mentioned in Annex 2.
- 10.5. Save as otherwise expressly stated throughout the Agreement, the Parties acknowledge and agree that the Beneficiaries have appointed the Contracting Entity as its single point of contact (the "SPOC") with the Contractor. The Parties agree that the working language for all notifications and for all matters relating to this Agreement shall be English, to the extent compatible with the applicable provisions of mandatory law, if any.
- 10.6. Contractor may not assign or transfer this Agreement without the prior explicit written consent of the other Party which will not unreasonably withhold or delay its consent. On the other hand, the Contractor hereby agrees to any transfer of this Agreement or any substitution of the Contracting Entity with another NEMO.
- 10.7. No agency, partnership or joint venture relationship is created between the Parties as a result of this Agreement.
- 10.8. The present Agreement shall be governed by the laws of Norway without regard to the conflict of laws principles thereof.
- 10.9. Any dispute arising out of this Agreement, including those relating to its existence, shall be within the exclusive competence of the courts in Oslo, without prejudice to the fact that each Party can apply for injunctive relief before any other competent court.

In witness thereof, the Contracting Entity and the Contractor have caused their duly authorised representatives to execute the present Agreement in two (2) original copies.

For:

By :

Function :

Signature :

Date:

For:

By :

Function :

Signature :

Date:

ANNEX 1: Services

ANNEX 2: CONTACT INFORMATION

General Contact

For the Contracting Entity:

[REDACTED]

For the Contractor:

[DETAILS TO BE PROVIDED]

Contacts for invoicing and payment

For the Contracting Entity:

[REDACTED]

For the Contractor:

[DETAILS TO BE PROVIDED]

For NEMOs:

[insert email address for each NEMO]

ANNEX 3: CONTACTOR PROPOSAL

