

Amendment 8

To the CONSULTANCY SERVICE AGREEMENT

This Amendment 8 (hereinafter referred to as the "Amendment VIII") to the Consultancy Service Agreement (hereinafter, the "**Agreement**") is made between

- (1) **EPEX Spot SE**, a European Company (Societas Europaea) organised and existing under the laws of France, having its registered office at 5 Boulevard Montmartre, 75002 Paris, France, and registered with Commercial Register in Paris under the number 508 010 501 and VAT n° FR 10508010501, hereinafter called "**EPEX Spot**", acting also as legal successor of APX Power BV and APX Commodities Ltd. as a result of a merger,
- (2) **European Market Coupling Operator AS** (previously named Nord Pool AS but now European Market Coupling Operator AS as a result of a name change), a company organised and existing under the laws of Norway, having its registered office at Vollsveien 17 B, 1366 Lysaker, Norway, and registered with Register of Business Enterprises in Norway under the number 984 058 098 and VAT n° NO 984 058 098 MVA, hereby duly represented by [REDACTED] hereinafter called "**EMCO**",
- (3) **OMI, Polo Español, S.A. (OMIE)**, a company organised and existing under the laws of Spain, having its registered office at Alfonso XI n° 6, 4ª planta, 28014 Madrid, Spain, and registered with Commercial Register in Madrid under Section 8, Hoja: M-506799 and VAT n° ESA86025558, hereby duly represented [REDACTED] hereinafter called "**OMIE**",
- (4) **Gestore dei Mercati Energetici S.P.A.**, a company organised and existing under the laws of Italy, having its registered office at Viale Maresciallo Pilsudski 122/124, Rome, Italy, and registered in the Companies' Register of Rome under the number RM 953866, under Italian tax code and VAT n° 06208031002, hereinafter referred to as "**GME**",
- (5) **OTE, a.s.**, a company organised and existing under the laws of the Czech Republic, having its registered office at Prague 8 - Karlín, Sokolovská 192/79, PSČ 18600, the Czech Republic, registered in the Commercial Register led by the Municipal Court in Prague, under the number B7260, under ID n° 26463318 and VAT n° CZ26463318, hereinafter referred to as "**OTE**", OTE's contract number: 40/18,
- (6) **Towarowa Giełda Energii S.A.**, a company organised and existing under the laws of the Republic of Poland, having its registered office at Książęca 4, 00-498 Warszawa, Poland, registered in the commercial register at the National Court Register in Warszawa under the number 0000030144, under ID n° 5272266714 and VAT n° PL 5272266714, hereinafter referred to as "**TGE**",

- (7) **Hungarian Power Exchange Company Limited by Shares**, a company organised and existing under the laws of Hungary, having its registered office at 1134 Budapest, Dévai u. 26-28, Hungary, registered in the commercial register of the Budapest Metropolitan Court, under the number 01-10-045666, under ID n° 13967808 and VAT n° HU13967808, hereinafter referred to as "**HUPX**",
- (8) **Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A.**, a company organised and existing under the laws of Romania, having its registered office at 16-18 Bd. Hristo Botev, 3rd District, Bucharest, PC.030236, Romania, registered with Bucharest Trade Registry under the number J40/7542/2000, ID n° 13278352 and VAT n° RO13278352, hereinafter referred to as "**OPCOM**",
- (9) **Independent Bulgarian Energy Exchange**, a company organised and existing under the laws of Bulgaria, having its registered office at 16 Veslets Str., Sofia, 1000, Bulgaria, registered in the commercial register led by the Bulgarian Registry Agency in Sofia under the number 202880940 and VAT n° BG202880940, hereinafter referred to as "**IBEX**",
- (10) **BSP Energy Exchange LL C**, a company organised and existing under the laws of Slovenia, having its registered office at Dunajska cesta 156, 1000 Ljubljana, Slovenia, registered in the commercial register led by the District Court in Ljubljana, under the number 3327124000, under ID n° 37748661 and VAT n° SI37748661, hereinafter referred to as "**BSP**",
- (11) **Croatian Power Exchange Ltd.**, a company organised and existing under the laws of Republic of Croatia, having its registered office at Ulica grada Vukovara 284, 10000 Zagreb, Croatia, and registered with the commercial register at the commercial court of Zagreb under the number 080914267 and VAT n° HR14645347149, hereinafter referred to as "**CROPEX**",

each of the parties (1) – (12) may hereinafter individually be referred to as "**PX**" and the parties (1) – (12) may hereinafter collectively be referred to as "**PXs**" or "**POWER EXCHANGES**", or the "**CLIENT**"

and

- (12) **Indra Czech Republic s.r.o.**, a company organised and existing under the laws of the Czech Republic, having its registered office at Pobřežní 620/3, 186 00, Prague 8, Czech Republic, and registered with the Commercial Register at the Prague Municipal Court in section C, file 44352, under ID number 65409981 and VAT n° CZ65409981, hereinafter referred to as the "**CONSULTANT**" or "**INDRA**"

POWER EXCHANGES and CONSULTANT are hereinafter referred to individually as the "**Party**" and collectively as the "**Parties**".

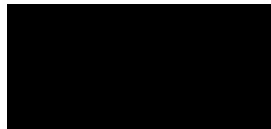
Parties, in consideration of the obligations contained herein and with the intention of being bound hereby, have agreed on the following wording of this Agreement:

I.

RECITALS:

[REDACTED]

N. The Parties have agreed to reflect the above and further make certain updates and therefore conclude this Amendment VIII:



II.
CLAUSES

- 2.1 In deviation of Article 15 of the Agreement, as amended, BSP, CROPEX, HUPX, IBEX, OPCOM and OTE hereby accede to the Agreement, as amended (it being understood that no accession declaration will be signed).

By signing this Amendment VIII, all Parties other than BSP, CROPEX, HUPX, IBEX, OPCOM and OTE consent to this accession.

BSP, CROPEX, HUPX, IBEX, OPCOM and OTE accept all the relevant rights and obligations of a Party under the Agreement (as amended, including by this Amendment VIII) as of the time of the entry into force of this Amendment VIII in accordance with Article 3.4 of this Amendment VIII. BSP, CROPEX, HUPX, IBEX, OPCOM and OTE shall receive service provision as of the time of entry into force in accordance with Article 3.4 of this Amendment VIII and the cost sharing mechanism as indicated by the PXs shall apply as of then.

2.2 CHANGE OF THE TERM OF THE CONSULTANCY SERVICE AGREEMENT, as amended

- 2.2.1 Annex 1, as amended, shall be deleted and replaced by the new Annex 1 (*Contact Information*) attached hereto as Annex 1 to this Amendment VIII.

- 2.2.2 Article 4.2 of the Consultancy Service Agreement, as amended, shall be deleted and replaced with following wording:

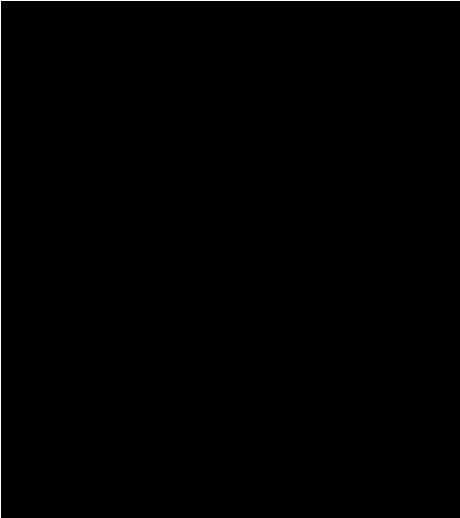
"This Agreement shall be in force for a fixed period of time until December, 31th 2019, with the possibility of entering into extension agreements, if needed based on the previous written amendments to this Agreement."

- 2.2.3 Annex 2, as amended, shall be deleted and replaced by the new Annex 2 (*Services*) attached hereto, as Annex 2 to this Amendment VIII.

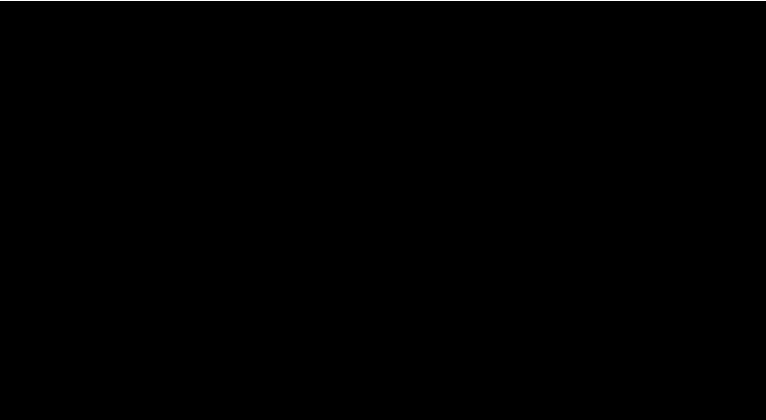
III.
FINAL PROVISIONS

- 3.1 The Parties have agreed to attach – for working purposes - the consolidated version of the Agreement to this Amendment VIII as the Annex 3.
- 3.2 No change, alteration, modification or addition to this Amendment VIII shall be binding on the Parties except if made by written amendment duly signed by the Parties.
- 3.3 Any change to this Amendment VIII can only be validly agreed upon in writing, duly signed by the legal representatives of the Parties.

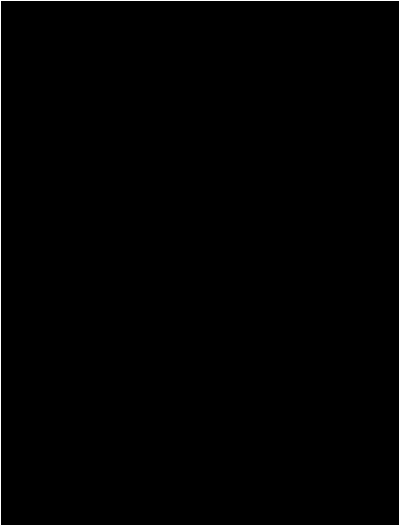
SIGNATORY PAGE – EPEX SPOT



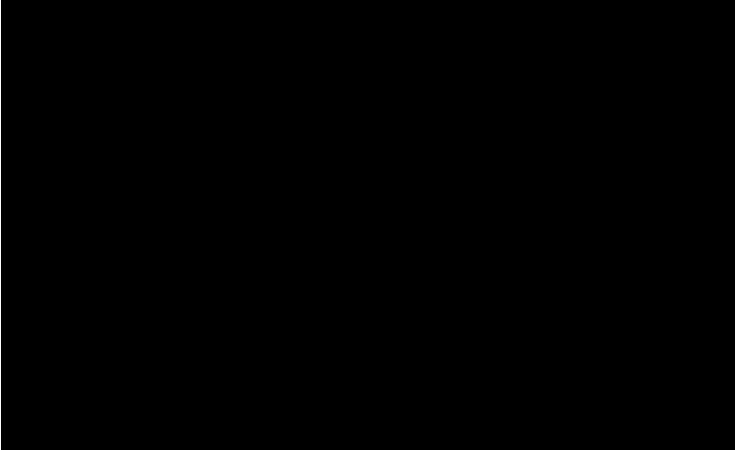
SIGNATORY PAGE - EMCO



SIGNATORY PAGE - OMIE



SIGNATORY PAGE - GME



SIGNATORY PAGE - OTE

[REDACTED]

for and on behalf of
OTE, a.s.

Name: [REDACTED]

Title: [REDACTED]

Date: 23. 05. 2019

[REDACTED]

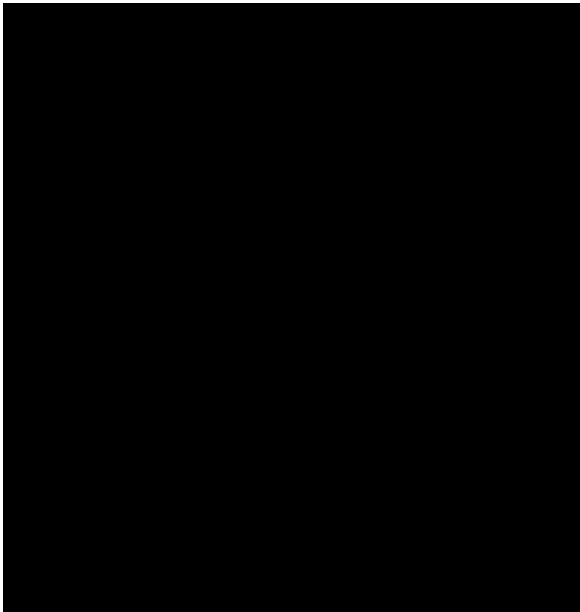
for and on behalf of
OTE, a.s.

Name: [REDACTED]

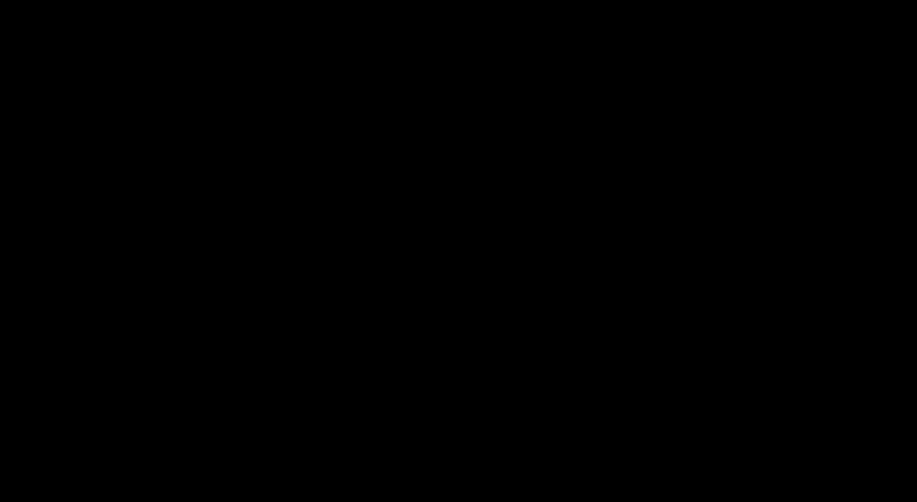
Title: [REDACTED]

Date: 23. 05. 2019

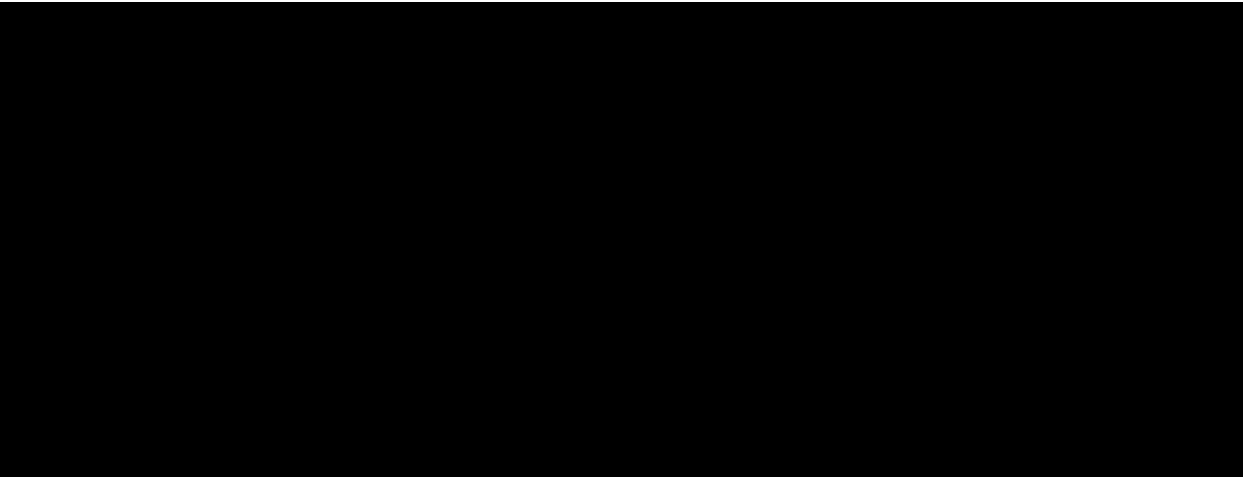
SIGNATORY PAGE – TGE



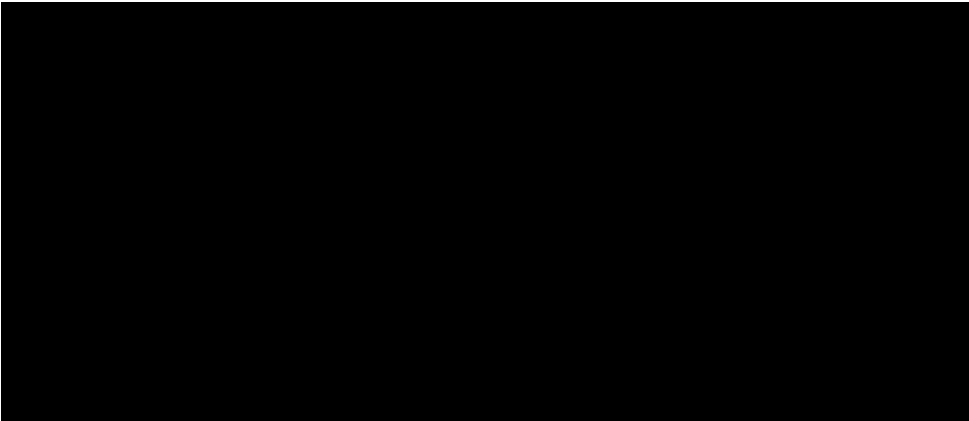
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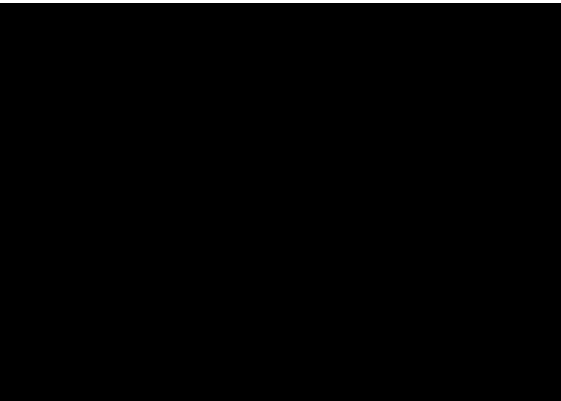
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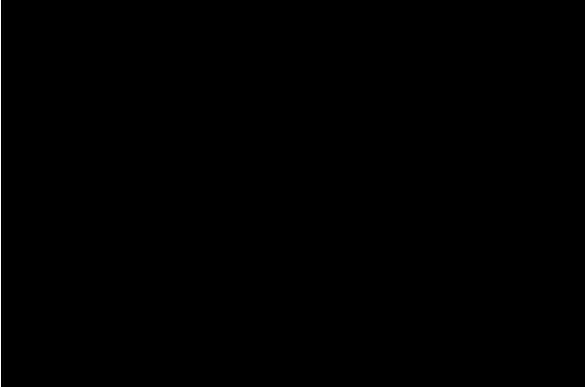
SIGNATORY PAGE - IBEX



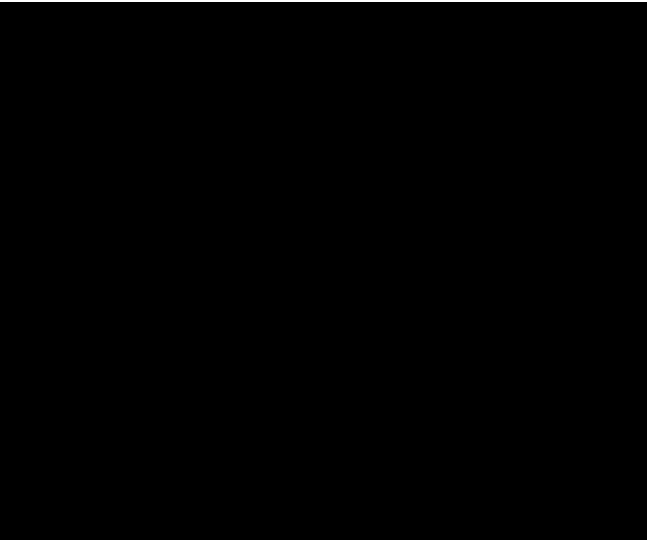
SIGNATORY PAGE - BSP



SIGNATORY PAGE - CROPEX



SIGNATORY PAGE - INDRA



Annex 1 to the Amendment VIII to the Consultancy Service Agreement:

Annex 1: Contact Information

For INDRA

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

For EPEX Spot

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

For European Market Coupling Operator AS

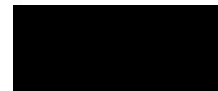
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

For OMIE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

For GME

[REDACTED]
[REDACTED]



[Redacted]

For OTE

[Redacted]

For TGE

[Redacted]

For HUPX

[Redacted]

For OPCOM

[Redacted]



For IBEX

[Redacted]

For BSP

[Redacted]

For CROPEX

[Redacted]

For Invoicing

For INDRA

[Redacted]

For EPEX Spot

[Redacted]



[Redacted]

For European Market Coupling Operator AS

[Redacted]

For OMIE

[Redacted]

For GME - Struttura Amministrazione Finanza e Controllo

[Redacted]

For OTE

[Redacted]



For TGE

[REDACTED]

For HUPX

[REDACTED]

For OPCOM

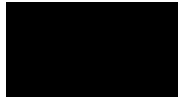
[REDACTED]

For IBEX

[REDACTED]

For BSP

[REDACTED]



[REDACTED]

For CROPEX

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

For Steering Committee

(email address for each Steering Committee Member)

For EPEX Spot

[REDACTED]
[REDACTED]

Substitute:

[REDACTED]
[REDACTED]

For OMIE

[REDACTED]

Substitute:

[REDACTED]
[REDACTED]

For European Market Coupling Operator AS

[REDACTED]
[REDACTED]

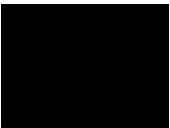
Substitute:

[REDACTED]

For GME

[REDACTED]
[REDACTED]

Substitute:



[Redacted]

For OTE

[Redacted]

Substitute:

[Redacted]

For TGE

[Redacted]

Substitute:

[Redacted]

For HUPX

[Redacted]

Substitute:

[Redacted]

For OPCOM

[Redacted]

Substitute:

[Redacted]

For IBEX

[Redacted]

Substitute:

[Redacted]

[Redacted]

For BSP

[REDACTED]
[REDACTED]

Substitute:

[REDACTED]

[REDACTED]

Annex 2 to the Amendment VIII to the Consultancy Service Agreement:

"Annex 2: Services"

1. Services

This Agreement assigns to CONSULTANT the provisions of the Project Management Office (PMO) services to the PXs, consisting of:

[REDACTED]

The predefined cost rate categories are as follows:

<i>Applicable cost rates</i>	<i>Rate</i>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



[REDACTED]

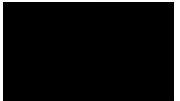
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]



[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

Further the Parties have agreed following:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

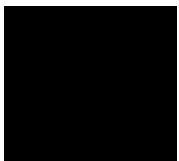
7. Other information if applicable

The CONSULTANT is requested to perform the services through the consultants mentioned in Art. 1 of this Annex 2, with no junior consultant as backup (junior consultants may be used for internal purposes), unless otherwise agreed upon by the POWER EXCHANGES.

The CONSULTANT shall be requested to report directly to POWER EXCHANGES.

8. Appendixes

Appendix 1 - Summary on the workload and optimization of PMO services



Appendix 1 - Summary on the workload and optimization of PMO services

1. Purpose

[Redacted]

2. Overall view of XBID Project

[Redacted]

[Redacted]

[Redacted]

3. Workload Ratio

[Redacted]



[Redacted]

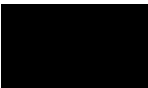
[Redacted]

5. Future workload

[Redacted]

[Redacted]

[Redacted]



[REDACTED]



Annex 3 to the Amendment VIII to the Consultancy Service Agreement, as amended:

-The consolidated version of the Agreement (amended by amendments 1-8)

