

## CONSULTANCY SERVICE AGREEMENT

amended by Amendment 1 concluded on 12.11.2014, by Amendment 2 concluded on 11.5.2015, by Amendment 3 concluded on 29.8.2015, by Amendment 4 concluded on 19.5.2016, by Amendment 5 concluded on 17.4.2017, by Amendment 6 concluded on 30.10.2017, by Amendment 7 concluded on 2.7.2018 by Amendment 8 concluded on 1.1. 2019

This Consultancy Service Agreement, as amended (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) **EPEX SPOT Belgium SA**, a company organised and existing under the laws of Belgium, having its registered office at 66 Boulevard de l'Impératrice, 1000 Brussels, Belgium, and registered with Crossroads Bank for Enterprises RPR under the company number 0874 978 602 Court of Brussels and VAT n° BE 0874 978 602, hereinafter called "**EPEX Belgium**",
  
- (3) **Nord Pool AS**, 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, [REDACTED] hereinafter called "**Nord Pool**",
  
- (4) **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, [REDACTED] hereinafter called "**OMIE**",
  
- (5) **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**".

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- (6) **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**"
- (7) **Towarowa Gielda 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 \_\_\_\_\_, under the number 0000030144, under ID n° 5272266714 and VAT n° PL 5272266714, hereinafter referred to as "**TGE**"
- (8) **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**"
- (9) **Operatorul Pieței de Energie Electrică și de Gaze Naturale SA**, a company organised and existing under the laws of Rumania, having its registered office at Bd. Hristo Botev 16-18, sector 3, București, CP.030236, Romania , registered in the commercial register led by the \_\_\_\_\_ Court in \_\_\_\_\_, under the number J40/7542/2000, under ID n° 13278352 and VAT n° RO13278352, hereinafter referred to as "**OPCOM**"
- (10) **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 \_\_\_\_\_, under the number \_\_\_\_\_, under ID n° 202880940 and VAT n° BG202880940, hereinafter referred to as "**IBEX**"
- (11) **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**"

each of the parties (1) – (11) may hereinafter individually be referred to as "**PX**" and the parties (1) – (11) may hereinafter collectively be referred to as "**PXs**" or "**POWER EXCHANGES**",

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

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00, Prague 8, Czech Republic, and registered with the Commercial Register at the Prague Municipal Court in section C, file 44352, under the ID number 65409981 and VAT n° CZ65409981, [REDACTED] 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:

### RECITALS:

Whereas

- A.** INDRA is a company, which offers a range of tendering consulting services and has the knowledge and experience needed to supply the services which are the purpose of this Agreement.
- B.** 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 the number 26463318 and VAT n° CZ26463318, was granted a Power of Attorney by PXs to enter in its own name, on its own behalf and on their behalf into an Agreement with INDRA to provide assistance for the preparation and coordination of the procurement processes related to the joint selection. OTE, a.s. contracted INDRA via CONSULTANCY SERVICE AGREEMENT No.: 46/2012 for the services stated in this article.
- C.** The following POWER EXCHANGES agreed to jointly continue with the services of INDRA in the area of the project management office for the design and development of Cross-border Intraday Solution, as defined in Annex 3:
  - I. EPEX Spot SE,
  - II. EPEX SPOT Belgium SA,
  - III. Nord Pool Spot AS,
  - IV. OMI, Polo Español, S.A.
  - V. Gestore dei Mercati Energetici S.P.A.
  - VI. OTE, a.s.
  - VII. Towarowa Giełda Energii S.A.
  - VIII. Hungarian Power Exchange Company Limited by Shares
  - IX. Operatorul Pieței de Energie Electrică și de Gaze Naturale SA
  - X. Independent Bulgarian Energy Exchange
  - XI. BSP Energy Exchange LL C

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**D.** INDRA was identified by the POWER EXCHANGES, due to its particular skills and experience, as the best qualified supplier for providing the assistance for the project management office services referred to under whereas C above. The POWER EXCHANGES therefore unanimously decided to assign the aforementioned services to the CONSULTANT.

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

**CLAUSES**

**1. PURPOSE OF THE AGREEMENT**

- 1.1. CONSULTANT hereby undertakes to supply POWER EXCHANGES with advisory and consultancy services, detailed in Annex 2 (hereinafter, the "Services").
- 1.2. CONSULTANT shall perform the Services as an independent entity, using its own method and not under direction of POWER EXCHANGES. However, CONSULTANT must follow guidelines provided by POWER EXCHANGES.
- 1.3. The Parties acknowledge the importance of legal and regulatory requirements to which the POWER EXCHANGES are subject as market operators and cross border intraday trading is subject of regulatory supervision.
- 1.4. This Agreement is not intended by the Parties to constitute a partnership or formal business organization of any kind between the Parties, which shall remain as independent entities. Each Party in this Agreement is an independent entity in all its operations and activities and the employees used by each Party to perform work under this Agreement shall be its employees exclusively, without any relation whatsoever to the other Party.
- 1.5. Parties want expressly to give evidence of the commercial nature of their relationship and of the fact that this Agreement is submitted to the common provisions of service Agreements. So the legal relationship between Parties shall not be considered neither of a labor nature, nor an Agency Agreement. On this sense, CONSULTANT waives and unconditionally and forever releases POWER EXCHANGES from current and potential actions, causes of action and liabilities arising under or in respect of a labour or agency relationship.

**2. OBLIGATIONS OF CONSULTANT**

CONSULTANT hereby undertakes to:

- 2.1. Punctually provide the Services requested by POWER EXCHANGES in an effective and diligent manner and with requested availability as detailed in Annex 2;
- 2.2. Promptly fulfill every task required by POWER EXCHANGES, respecting all needs, requests and deadlines, essential to satisfactorily comply any project it finds itself involved in;

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- 2.3. Perform all Services in compliance with the applicable requirements of laws, rules, regulations, ordinances and standards, namely those related to social insurance, mandatory insurance, safety at work and tax. CONSULTANT shall indemnify and hold harmless POWER EXCHANGES from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by CONSULTANT or its personnel;
- 2.4. Get all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings which are necessary for the performance of the Agreement, being responsible for their acquisition, with POWER EXCHANGES' s assistance;
- 2.5. Guarantee the quality of works and services provided on the basis of this Agreement;
- 2.6. Be responsible for, and, therefore, comply with the tax, employment and social security obligations that correspond to its activity; and
- 2.7. Fully and faithfully perform all terms, covenants and conditions contained in the present Agreement.
- 2.8. CONSULTANT must perform the Services through representatives previously approved by the Steering Committee (see Annex 2), unless otherwise agreed by the Parties and approved by the Steering Committee. However, they can be internally supported by CONSULTANTS staff.  
In case of subcontracting, without prejudice to the previous approval of the Parties, CONSULTANT shall at all times remain fully responsible and liable towards the Parties for the performance of the subcontracted part of the services.

### 3. OBLIGATIONS OF POWER EXCHANGES

POWER EXCHANGES shall comply with all the provisions foreseen in this Agreement:

- Pay the services provided by CONSULTANT in due time according to provisions defined under Article 6;
- Provide all the necessary guidelines and information required to enable the full, complete and faithful execution of the services foreseen in this Agreement.
- Provide cooperation that is needed for the CONSULTANT so that the CONSULTANT can provide the Services requested by POWER EXCHANGES in an effective and diligent manner.

### 4. TERM OF THE AGREEMENT

- 4.1 This Agreement will come into force on the date of its signature by Parties with retroactive effect as of January 1<sup>st</sup> 2014. Should not all Parties sign on the same date, the trigger date for this entry into force will be the date of the last Party's signature.
- 4.2 This Agreement shall be in force for a fixed period of time until December, 31<sup>st</sup> 2019, with the possibility of entering into extension agreements, if needed based on the previous written amendments to this Agreement.

### 5. PLACE AND SCHEDULE OF PROVISION

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[REDACTED]

6.3. If any, travel expenses, travel costs and accommodation costs for meetings with the POWER EXCHANGES outside the Czech Republic or other costs (hereafter the "Costs") may be invoiced separately by CONSULTANT at cost to POWER EXCHANGES provided that

[REDACTED]

7. CONFIDENTIALITY

7.1. INDRA undertakes not to disclose and to maintain strictly confidential any confidential information, as hereinafter defined, of which it gains knowledge or to which it has access within the context of providing the Service. INDRA acknowledges having been informed personally and specifically and having understood the specific provisions with regard to confidentiality to which the PXs are subject as market operators, in particular with respect to market data.

7.2. For the purpose of this Agreement any information exchanged between any one or more of the PXs on the one hand ("**Disclosing Parties**") and INDRA on the other in respect of the Service, the cooperation and/or this Agreement is to be considered as confidential information ("**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 INDRA proves to the satisfaction of the Disclosing Parties that the information was already in the public domain at the time of divulgation;
- b.) already known to INDRA at the time it is divulged and not having been previously obtained either directly or indirectly from the Disclosing Parties, it being understood that the foregoing only applies to the extent INDRA proves to

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the satisfaction of the Disclosing Parties that the information was already known to it at the time of divulgation;

c.) after having been divulged, it becomes accessible to INDRA following a lawful communication by a third party without breaching any obligation of confidentiality (explicit or implied) to the extent INDRA proves to the satisfaction of the Disclosing Parties that the information was lawfully communicated by such third party.

- 7.3. Notwithstanding the foregoing, INDRA undertakes to maintain strictly confidential any Confidential Information and not to divulge it, in whatever form that may be, except if disclosure 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. In the event that INDRA is required in accordance with this Article to disclose any Confidential Information, it shall first give immediate written notice of such requirement to the Disclosing Parties to allow it, if possible, to intervene in the proceedings or to take all possible measures to POWER EXCHANGES its interests in the matter.
- 7.4. INDRA acknowledges and confirms that the Disclosing Parties are subject to specific disclosure obligations and must have the right to use the information provided by INDRA and disclose Confidential Information to other stakeholders when required by law or by competent administrative or other authorities.
- 7.5. INDRA shall make no reference either to the Agreement or to the work done within its context or even to the relationship with the PXs, in any publication or presentation of a technical, commercial or other nature, without the prior explicit written agreement of the PXs. INDRA is however allowed to refer to (one of) the PXs as (one of) its POWER EXCHANGES and to mention in brief the scope of the cooperation. For the avoidance of doubt, POWER EXCHANGES and the other PXs shall be entitled to provide any report delivered by INDRA to its POWER EXCHANGES or any third party or to make it public in whatever form, provided that reference is made to INDRA, except in the event INDRA 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. For the avoidance of doubt, INDRA is not allowed to represent or to make public statements on the cooperation unless otherwise agreed in writing by POWER EXCHANGES.
- 7.6. INDRA undertakes to fulfil the confidentiality undertakings under this Article and to have them fulfilled by their representatives, members of staff and any third party to whom it has subcontracted or delegated part of the activities under this Agreement, throughout the term of this Agreement and during five (5) years following its termination or expiration. Any breach of the confidentiality undertakings under this Article by members of staff of INDRA and/or (possibly) by a third party to which INDRA has subcontracted or delegated part of the activities under this Agreement, shall be considered as being a material breach on the part

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of INDRA. INDRA shall be jointly and severally liable with such representatives, members of staff and/or such third party for any loss and damage (including indirect loss) resulting from a breach by such representative, member of staff or third party of this Article.

7.7. Immediately upon receiving the written request of the Disclosing Party, INDRA shall return any and all Confidential Information to the Disclosing Party, and shall, to the extent possible, at first written request of the Disclosing Party destroy all not returned Confidential Information and prove such destruction to the respective Disclosing Party. To the extent the computer back-up procedures of INDRA create copies of the Confidential Information, INDRA may retain those copies for the period they normally archive backed-up computer records (in any event no longer than 3 months), which copies are subject to the provisions of this Agreement until they are destroyed.

7.8. INDRA will ensure that its representatives, employees and agents also comply with the obligation under this Article.

7.9. [REDACTED]

7.10. POWER EXCHANGES may disclose Confidential Information including terms and rights of this Agreement to Power Exchanges, as well as POWER EXCHANGES may regularly inform the other POWER EXCHANGES on the content of the negotiations with CONSULTANT and the Agreement forming part of such negotiations, as well as provide them with the final version for signing of the Agreement. In addition to that, for avoidance of doubt, INDRA acknowledges that POWER EXCHANGES shares all information, documents, data, outcomes etc. with other POWER EXCHANGES related to provision of Services under this Agreement.

8. DATA PROTECTION

8.1. The Parties undertake to fulfill all the obligations concerning data POWER EXCHANGES deriving from Belgian legislation and complementary provisions. The duties set up in the foregoing conditions will be applied by Parties not solely with respect to its employees but also to their subsidiary and affiliated companies, POWER EXCHANGES and all of those which could have access to POWER EXCHANGES personal data by any means.

8.2. The Parties agreed to use a Project Place as the common storage for the data and documents. The CONSULTANT is not responsible for the management of access rights to the Project Place.

9. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

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- 9.1. It is explicitly agreed between the Parties that the documentation, software, specifications and any other information provided by the POWER EXCHANGES within the context of the Services (the "**Data**") to CONSULTANT shall be and remain the exclusive property of the Power Exchange providing such Data, as the case may be, and that CONSULTANT 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.
- 9.2. 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 CONSULTANT, 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 CONSULTANT of this Agreement (the "**Developments**"), shall become the Power Exchanges' 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 POWER EXCHANGES to the fullest possible extent, and to the extent necessary, immediately transferred and/or assigned to the POWER EXCHANGES as from their creation.
- 9.3. In case of termination of this Agreement the POWER EXCHANGES shall thus be considered the co-owners of all Developments and the intellectual property rights pertaining thereto and the POWER EXCHANGES shall thus be entitled to maintain and use all these Developments, at no additional cost or remuneration provided POWER EXCHANGES pays all payments according to this Agreement.
- 9.4. The CONSULTANT undertakes to provide the POWER EXCHANGES costless 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.
- 9.5. Notwithstanding the above, CONSULTANT 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 CONSULTANT is not entitled to convey any rights of any nature thereon to any of its other Power Exchanges.
- 9.6. 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, in the Czech Republic and/or elsewhere in the world, including but not limited to copyrights, neighboring 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

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rights to signs used in business to distinguish one good or service from another in trade;

- 9.7. CONSULTANT will ensure that its representatives, employees and agents also comply with the obligation under this Article 7.
- 9.8. CONSULTANT shall not (without the prior writing consent of POWER EXCHANGES) publish or use any advertising, sales, promotions, press release or other publicity which use the logo or trademarks of POWER EXCHANGES.
- 9.9. Each Party shall remain the owner of all intellectual and industrial property rights over any material, documents, products, software, etc., and know-how which it has developed, created or otherwise owns before entry into force of this Agreement or preceding contractual documents (i.e. Letter of Intent), and nothing in this Agreement shall constitute or imply a transfer of license.

## 10. SEVERABILITY

- 10.1. 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.
- 10.2. Any failure to enforce any provision of this Agreement by either Party shall not invalidate that provision or any other provision of this Agreement nor the Agreement as a whole.

## 11. TERMINATION OF THE AGREEMENT

- 11.1. Notwithstanding Clause 4, in the event of a material breach of any term or condition of the present Agreement by either Party, the non-defaulting Party may request, in a written notice, the defaulting Party to cure the breach within fifteen (15) days. If within the said period of time the breach has not been cured, the non-defaulting Party shall be entitled to terminate this Agreement, without court intervention and without any compensation being due to the defaulting Party, without prejudice of a subsequent claim for damages to the defaulting party.
- 11.2. In addition, the POWER EXCHANGES are entitled to immediately terminate this Agreement, without any Court intervention and with no compensation being due – except for the right of CONSULTANT for the payment of services already provided until the date of the termination – by informing the CONSULTANT by registered letter with acknowledgement of receipt, because of the following reasons:
  - a) in case of bankruptcy of CONSULTANT, or in case CONSULTANT ceases its business or becomes the object of a liquidation or dissolution or is the object of an appointment of receiver, or admitted in writing its inability to pay its debts generally as they come due (to the extent compatible with the applicable law);

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- b) in the event that a legislative or regulatory act, decree, decision, opinion, proposal or demand issued by a competent court or by a competent regulatory, administrative or other governmental authority for any Power Exchange requires an amendment or the termination of the Agreement. The POWER EXCHANGES shall request to reasonably amend or, if necessary, terminate the Agreement immediately by registered letter, without court intervention or compensation to CONSULTANT for such termination. CONSULTANT shall not be entitled to any compensation whatsoever in the event of such termination;
- c) in the event of a significant and detrimental change in the legal status, legal structure, the activities and/or the financial situation of the CONSULTANT, which reasonably leads to the conclusion that the terms and conditions of the Agreement can or will, in a nearby future, no longer be satisfactorily complied with by the CONSULTANT.

Termination reasons according to the Art. 11.1 and 11.2.a), b) and c) do not affect in any way a right of CONSULTANT for remuneration for the Services already provided until the moment of the termination of this Agreement and remuneration in minimum amount as defined in Article 6 of Annex 2 shall not applied in these cases.

- 11.3. In addition, the POWER EXCHANGES are also entitled to immediately terminate this Agreement, without any Court intervention and with no compensation being due except for the right of CONSULTANT for remuneration in minimum amount defined in the Article 6 of Annex 2 thereof or except for the payment of any fees and costs related to the Services performed by CONSULTANT before such termination if minimum amount defined in the Article 6 of Annex 2 is already reached, for convenience by registered letter with acknowledgement of receipt.
- 11.4. Notwithstanding the expiration or termination of this Agreement in accordance with the above, Clauses seven (7), eight (8) ten (10), twelve (12), thirteen (13) and fourteen (14) shall continue to apply after its termination.

## 12. CONTINUITY

In the event of early termination, CONSULTANT must assure the continuity of the services. In this case CONSULTANT shall reasonably cooperate with the POWER EXCHANGES to operate the migration of the Services (including but not limited to handover of all documentation) to the POWER EXCHANGES or to the third party appointed by them, in view of guaranteeing the continuity thereof. Such assistance and cooperation shall be performed by CONSULTANT during a period of at least two (2) months but not longer than during the term of this Agreement or its extension. For sake of clarity, the continuity of Service shall be paid according to terms and conditions stated in Annex 2.

## 13. GOVERNING LAW AND RESOLUTION OF DISPUTES

- 13.1. This Agreement shall be governed by the terms set forth in this document and, on a supplementary basis, by the provisions of the Belgian Law.

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- 13.2. The Parties shall attempt to solve any dispute, controversy or claim arising out of or in connection with the Agreement, by means of an amicable settlement.
- 13.3. Should the Parties fail to reach an agreement within fifteen (15) days after the notification of occurrence of such dispute, controversy or claim, then the dispute, controversy or claim shall be finally settled by the arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce. Such Arbitration shall be conducted in Brussels (Belgium). The proceedings shall be conducted in English.
- 13.4. The Parties expressly waive their own jurisdiction in the event of any dispute or controversy arising out of or related with the performance, construction, breach, resolution, or nullity in whole or in part of this Agreement.

14. MISCELLANEOUS

- 14.1. This Agreement constitutes the full and complete agreement between the Parties, and supersedes all prior agreements and understandings between the Parties relating to the purpose of the Agreement and is intended by the Parties as the complete and exclusive statement of the terms of their agreement.
- 14.2. [REDACTED]
- 14.3. [REDACTED]
- 14.4. For the avoidance of doubt, nothing in this Agreement shall preclude CONSULTANT to perform other services for POWER EXCHANGES or any other of the PXs to conclude Agreement with CONSULTANT in its own name and on its own behalf for other services.
- 14.5. The Parties cannot, without the written consent of the other Party create or assume obligations of any type, on behalf of the other, nor represent the other Party.
- 14.6. No change, alteration, modification or addition to the Agreement shall be binding on the Parties except if made by written amendment duly signed by all Parties or except in case the PXs Steering Committee is entitled under the Agreement to make changes to it. In deviation of the foregoing principle, Parties hereby expressly agree that such written agreement is not required in case of a change of:
  - CONSULTANT employee(s), provided the procedure of such change as specified in the Annex 2 of this Agreement is complied with
  - the contact information provided in Annex 1, through notification by the concerned Party.

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- 14.7. All notices and communications under this Agreement between the Parties shall be sent to the addresses specified at the beginning of this Agreement. Should the address of either Party change, this change must be notified immediately in writing to the other Party.
- 14.8. 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.
- 14.9. 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. In case of any discrepancy or contradiction between the provisions in the main body of this Agreement and the contents of the Annexes, the wording of the main body shall prevail.
- 14.10. Any change to this Agreement can only be validly agreed upon in writing, duly signed by the legal representatives of the Parties.
- 14.11. CONSULTANT may not assign or transfer this Agreement, partially or as a whole, unless with the prior explicit written consent of POWER EXCHANGES which will not be unreasonably withheld or delayed.

#### 15. NEW PARTIES

15.1. The Parties accept that new party(ies) can enter into this Agreement subject to the following cumulative conditions:

- i) being a PX;
- ii) a decision of the PXs Steering Committee to extend this Agreement to this(ese) new party(ies), on the revised cost sharing mechanism and provided that CONSULTANT has given its prior consent;
- iii) the new party(ies) signing the accession form as substantially set forth in Annex 4.

The sharing key will be adapted in case of accession of a PX.

In witness thereof, the Parties have caused their duly authorised representatives to execute the present Agreement in twelve (12) original copies and each Party acknowledges having received its original copy.

- Signature Pages Follow -

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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**SIGNATORY PAGE - EPEX SPOT**

\_\_\_\_\_ for and on behalf of

**EPEX SPOT SE**

Name:

Title:

Date:

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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**SIGNATORY PAGE – EPEX BELGIUM**

\_\_\_\_\_  
for and on behalf of  
**EPEX SPOT Belgium SA**  
Name:  
Title:  
Date:

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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**SIGNATORY PAGE – NORD POOL**

\_\_\_\_\_

for and on behalf of

**Nord Pool AS**

Name:

Title:

Date:

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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**SIGNATORY PAGE - OMIE**

\_\_\_\_\_  
for and on behalf of  
**OMI, Polo Español S.A.**  
Name:  
Title:  
Date:

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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**SIGNATORY PAGE - GME**

\_\_\_\_\_  
for and on behalf of  
**Gestore dei Mercati Energetici S.P.A.**  
Name:  
Title:  
Date:

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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**SIGNATORY PAGE - OTE**

\_\_\_\_\_  
for and on behalf of  
**OTE, a.s.**

Name:  
Title:  
Date:

**SIGNATORY PAGE – TGE**

\_\_\_\_\_  
for and on behalf of

\_\_\_\_\_  
Name:  
Title:  
Date:

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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**SIGNATORY PAGE - HUPX**

\_\_\_\_\_   
for and on behalf of

\_\_\_\_\_  
Name:  
Title:  
Date:

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**SIGNATORY PAGE - OPCOM**

\_\_\_\_\_

for and on behalf of

\_\_\_\_\_  
Name:  
Title:  
Date:

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**SIGNATORY PAGE - IBEX**

\_\_\_\_\_

for and on behalf of

\_\_\_\_\_  
Name:  
Title:  
Date:

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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**SIGNATORY PAGE - BSP**

\_\_\_\_\_

for and on behalf of

\_\_\_\_\_  
Name:  
Title:  
Date:

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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**SIGNATORY PAGE - INDRA**

\_\_\_\_\_  
for and on behalf of  
**Indra Czech Republic s.r.o.**  
Name: Mr. Luis Alberto Calvo Campos  
Title: Executive  
Date:

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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[Redacted]

For OTE

[Redacted]

For TGE

[Redacted]

For HUPX

- [Redacted]

For OPCOM

[Redacted]

For IBEX

[Redacted]

For BSP

[Redacted]

**For Invoicing**

For INDRA

[Redacted]

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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For EPEX Spot

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

For EPEX Belgium

[REDACTED]

For Nord Pool AS

[REDACTED]  
[REDACTED]  
[REDACTED]  
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For OMIE

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

For GME - Struttura Amministrazione Finanza e Controllo

[REDACTED]  
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[REDACTED]  
[REDACTED]  
[REDACTED]  
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Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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For OTE

[REDACTED]

For TGE

[REDACTED]

For HUPX

[REDACTED]

For OPCOM

[REDACTED]

For IBEX

[REDACTED]

For BSP

[REDACTED]

**For Steering Committee**

(email address for each Steering Committee Member)

For EPEX Spot

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

For EPEX Belgium

[REDACTED]

For OMIE

[REDACTED]

[REDACTED]

[REDACTED]

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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Substitute:

[REDACTED]  
[REDACTED]  
[REDACTED]

For Nord Pool AS

[REDACTED]  
[REDACTED]

Substitute:

[REDACTED]  
[REDACTED]

For GME

[REDACTED]  
[REDACTED]

Substitute:

[REDACTED]  
[REDACTED]

For OTE

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For TGE

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For HUPX

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For OPCOM

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For IBEX

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Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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For BSP

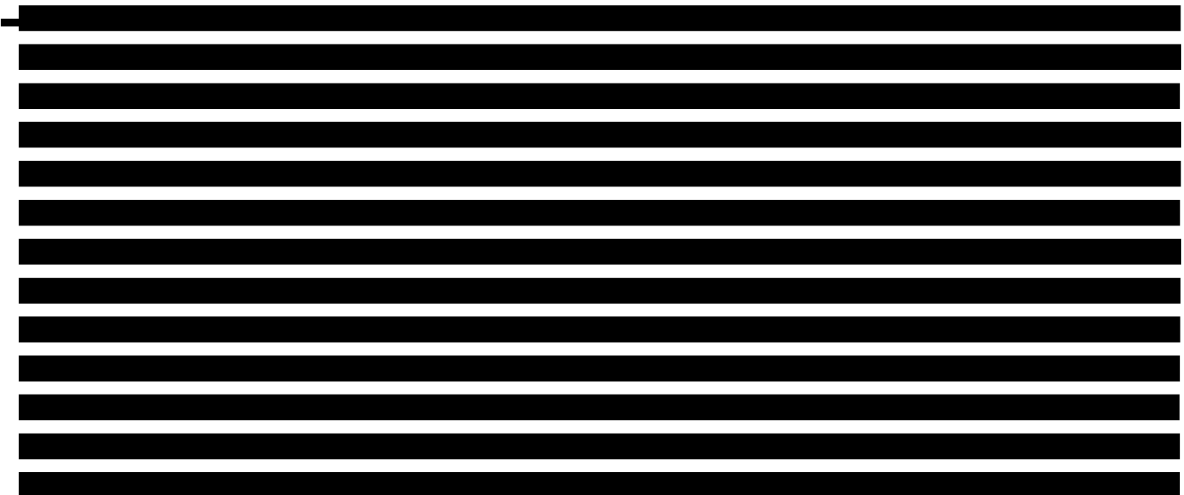


## **Annex 2: Services**

### **1. Services**

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

- Management, coordination and preparation of the project management office tasks for the Cross-Border Intraday Solution in accordance with the instructions of PXs, implying amongst others the preparation of the necessary documents, participation to the relevant meetings, planning and follow up of PXs' deliverables, reporting, communication and coordination between PXs and with the candidates
- Management of the agenda and tasks of the Project Board, Project Management Core Team, PXs Steering Committee, Change Control Board, Technical Working Group (including all task forces under responsibility of the Technical Working Group) and Procedural Working Group including support in drafting of relevant documents.
- Daily management of the communication with Vendor, TSOs and NRAs and management of the Project Place (accounts, documents). Performance of the actions defined by the PXs Steering Committee, Project Board, Change Control Board, Technical Working Group (including all task forces under responsibility of the Technical Working Group) and Procedural Working Group in accordance with the further instructions of PXs.



Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**2. Type of Agreement**

The Services are provided on a time and material basis; however, the minimum extent of the Services to be provided according to this Agreement is not set.

**3. Start of the Services**

This Agreement shall apply retroactively to the Services provided since January 1<sup>st</sup>, 2014, except if provided otherwise.

**4. Expected duration of the Services**

Till December 31<sup>st</sup>, 2019, with the possibility of entering into extension agreements if needed.

**5. CONSULTANT's availability**

CONSULTANT shall be available during office hours on a daily basis.

**6. Fee**

[REDACTED]

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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[REDACTED]

[REDACTED]

**Period January – March 2015:**

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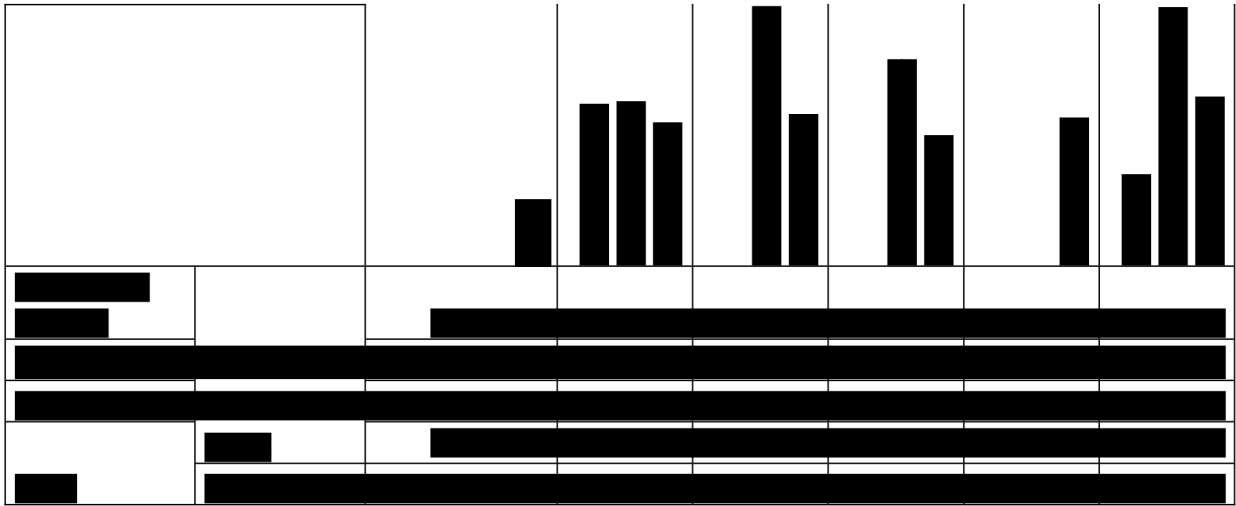
[REDACTED]

**Period April 2015 – April 2018:**

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

[REDACTED]

[REDACTED]

[REDACTED]

Further the Parties have agreed following:

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

[REDACTED]  
[REDACTED]

**7. Other information if applicable**

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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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

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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**Appendix 1 - Summary on the workload and optimization of PMO services**

1. Purpose

[Redacted]

2. Overall view of XBID Project

[Redacted]

[Redacted]

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3. Workload Ratio

[Redacted]

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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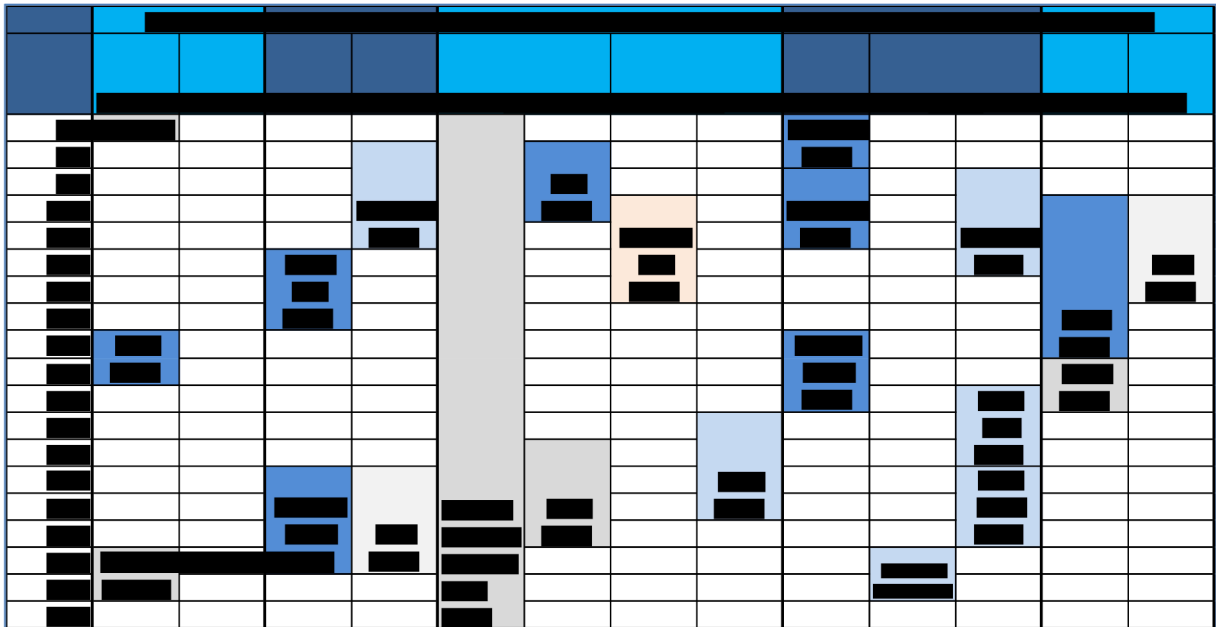




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5. Future workload

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Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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### **Annex 3: Definitions**

For sake of clarity, the Parties agree the following definitions apply to this Agreement:

**Business Day** means, in relation to each Power Exchange, any day, with the exception of Saturdays and Sundays, in which banks are generally open to public in the country of incorporation of the relevant Power Exchange.

**Cross-border Intraday Solution:** means the solution to be implemented for the implicit cross border continuous intraday capacity allocation within the European Union according to the principles set forth in relevant European regulation.

**Steering Committee** means the committee responsible for the efficient management of the PX XBID project, for ensuring that the PX XBID project is focused throughout its lifecycle on achieving the objectives and delivering the required deliverables and for the overall direction of the PX XBID project and comprising all Parties with their representatives authorised to take decisions for their own organization on the PX XBID project (strategy, organisation, financial aspects, etc.). The powers of Steering Committee to the extent of this Agreement are established by the Power of Attorney (as referred in whereas recital E) and its members are listed in Annex 1. All decisions of Steering Committee shall be taken on unanimous basis.

**Wholly Affiliated Undertaking** means an undertaking whose share capital is wholly owned by a Party or whose share capital is wholly owned by a Party together with its parent undertaking holding 100% of the share capital of such Party, it being understood that the notion of control is irrelevant for the determination of the applicability of this term.

**PMO** means Project Management Office, working team of the CONSULTANT that defines and maintains standards for project management within the project. The PMO is responsible for the standardization and overall support of the project.

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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**Annex 4: Accession Form**

Accession form of a new party to the:

**Consultancy Service Agreement**  
(the "Agreement")

**[COMPANY NAME]**, a company incorporated under the laws of **[COUNTRY]**, having its registered office at **[ADDRESS]**, **[COUNTRY]**, registered under the number **[NUMBER]** hereby consents, pursuant to the PXs Steering Committee decision dated [date] to extend the Agreement to it, and pursuant to Article 15 of the Agreement, to become a Party to the Agreement and to accept all the relevant rights and obligations of a Party under the Agreement starting [date].

This accession form has been done in [\*\*\* (as many as there are parties to the Agreement before the accession)] original copies, to be duly signed by the undersigned authorized representatives, with each original to be sent to each of the other Parties under the Agreement.

For the avoidance of doubt, all capitalized terms in this accession form shall have the meaning set forth in the Agreement.

[Date and Place]  
[INSERT NAME OF THE NEW PARTY]  
Signature(s) Name(s) Title(s)

Initial EPEX SPOT	Initial EPEX Belgium	Initial Nord Pool	Initial OMIE	Initial GME	Initial INDRA	Initial OTE	Initial TGE	Initial HUPX	Initial OPCOM	Initial IBEX	Initial BSP
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