

## Amendment 9

### To the CONSULTANCY SERVICE AGREEMENT

This Amendment 9 (hereinafter referred to as the "Amendment IX") 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, APX Commodities Ltd. and EPEX Belgium SA 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 Lilleakerveien 2 A, 0283 Oslo, 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], [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 by [REDACTED], [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, 3<sup>rd</sup> 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 "**NEMO**" and the parties (1) – (12) may hereinafter collectively be referred to as "**NEMOs**", 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 make certain updates and therefore conclude this Amendment IX:

**II.**  
**CLAUSES**

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

2.1.1 The Parties agree to replace, as of entry into force of this Amendment IX, throughout the Consultancy Service Agreement the term "PX" with the term "NEMO" and any reference to the term "PX" or "PXs" should be read as referring to "NEMO" or "NEMOs".

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

2.1.3 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, 31<sup>th</sup> 2020, with the possibility of entering into extension agreements, if needed based on the previous written amendments to this Agreement."*

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

**III.**  
**FINAL PROVISIONS**

3.1 No change, alteration, modification or addition to this Amendment IX shall be binding on the Parties except if made by written amendment duly signed by the Parties.

3.2 Any change to this Amendment IX can only be validly agreed upon in writing, duly signed by the legal representatives of the Parties.

3.3 This Amendment IX will come into force with retroactive effect as of 1.1.2020, provided that all Parties have signed this Amendment IX by sending a signed scanned signatory page to the CONSULTANT, which will collect all (12) copies and forward them to the Parties. For evidence reasons, each Party shall also provide 12 original signed copies of its signature page, but this will not impact the abovementioned date of entry into force. Should some of the Parties sign later than this date, this Amendment IX will come into force as of signing by all Parties with retroactive effect 1.1.2020.

3.4 OTE has a national legal obligation within the meaning of Section 2 (1) of the Czech Act No. 340/2015 Coll., on special conditions for the entry into force of certain

contracts, the contract publishing and on the National Contract Registry of the Czech Republic according to which this Amendment IX shall only come into force in relation to the rights and obligations of OTE subject to its prior publication of the Agreement in the National Contract Registry of the Czech Republic". All Parties hereby acknowledge this formality for OTE and accept that the validity of this Amendment IX for OTE is subject to the abovementioned publication (it being understood that the validity between the other Parties remains unaffected by this condition). OTE commits to comply with this formality without delay and to inform all Parties, without any delay, of the fulfilment thereof.

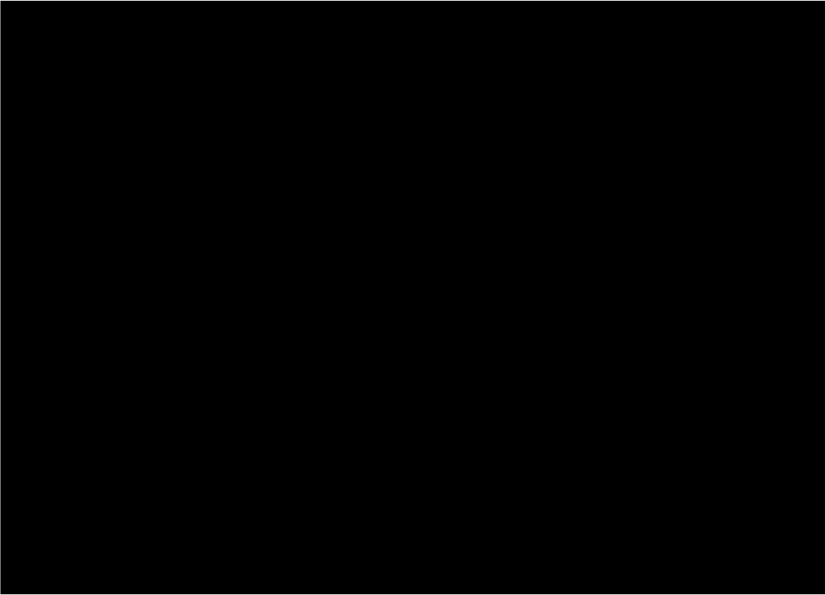
No confidential information shall be disclosed during the course of complying with such obligation, including by redacting all such confidential information from any materials or documents.

- Signature Pages Follow -

Confidential

Amendment 9 to the CONSULTANCY SERVICE AGREEMENT

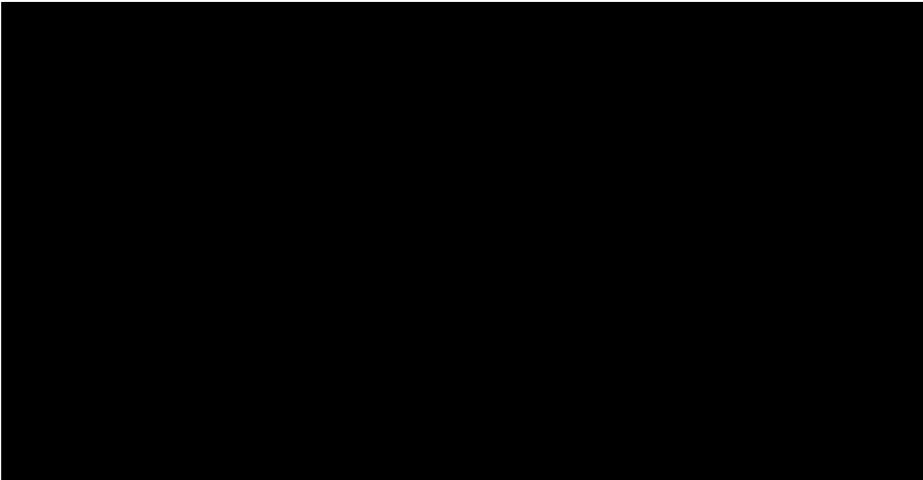
**SIGNATORY PAGE – EPEX SPOT**



Confidential

Amendment 9 to the CONSULTANCY SERVICE AGREEMENT

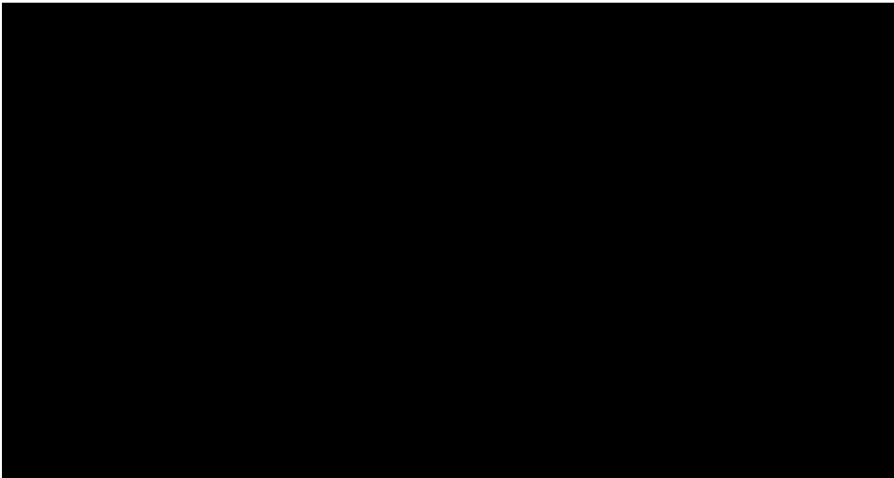
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Amendment 9 to the CONSULTANCY SERVICE AGREEMENT

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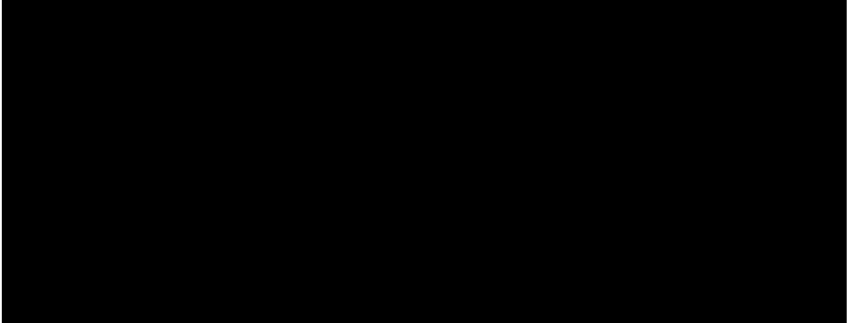




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Amendment 9 to the CONSULTANCY SERVICE AGREEMENT

**SIGNATORY PAGE - GME**



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Amendment 9 to the CONSULTANCY SERVICE AGREEMENT

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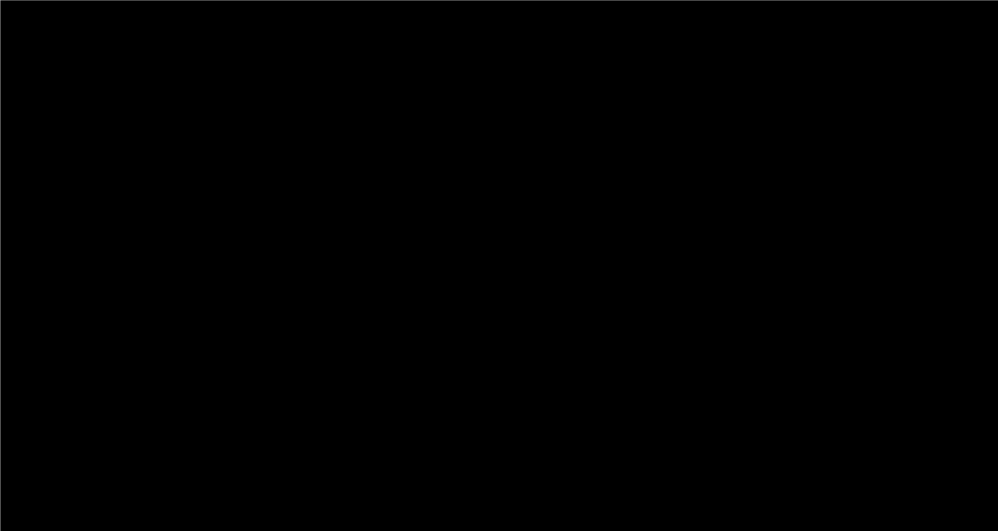
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for and on behalf of  
**OTE, a.s.**  
Name: Aleš Tomec  
Title: Chairman of the Board  
Date:

\_\_\_\_\_  
for and on behalf of  
**OTE, a.s.**  
Name: Igor Chemišinec  
Title: Member of the Board  
Date:

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Amendment 9 to the CONSULTANCY SERVICE AGREEMENT

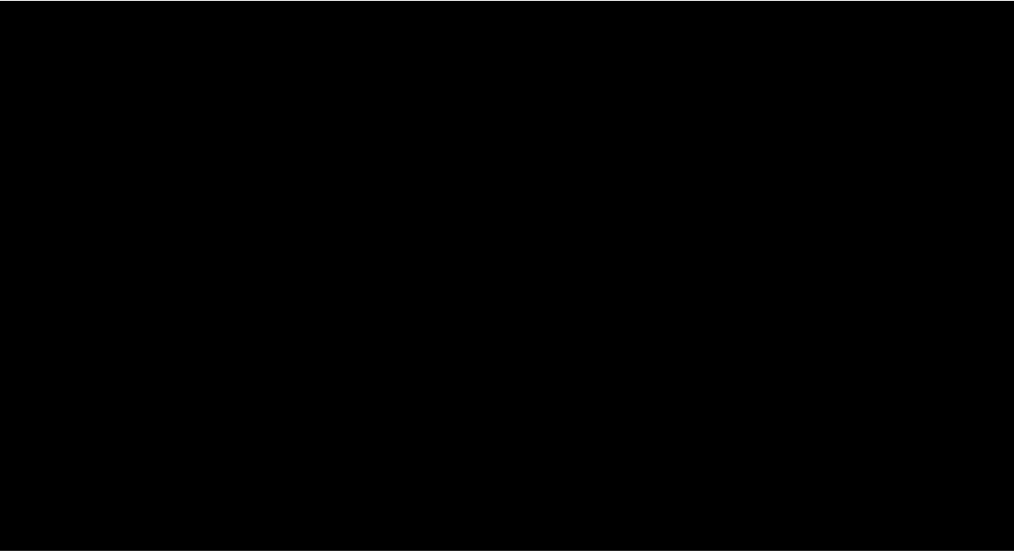
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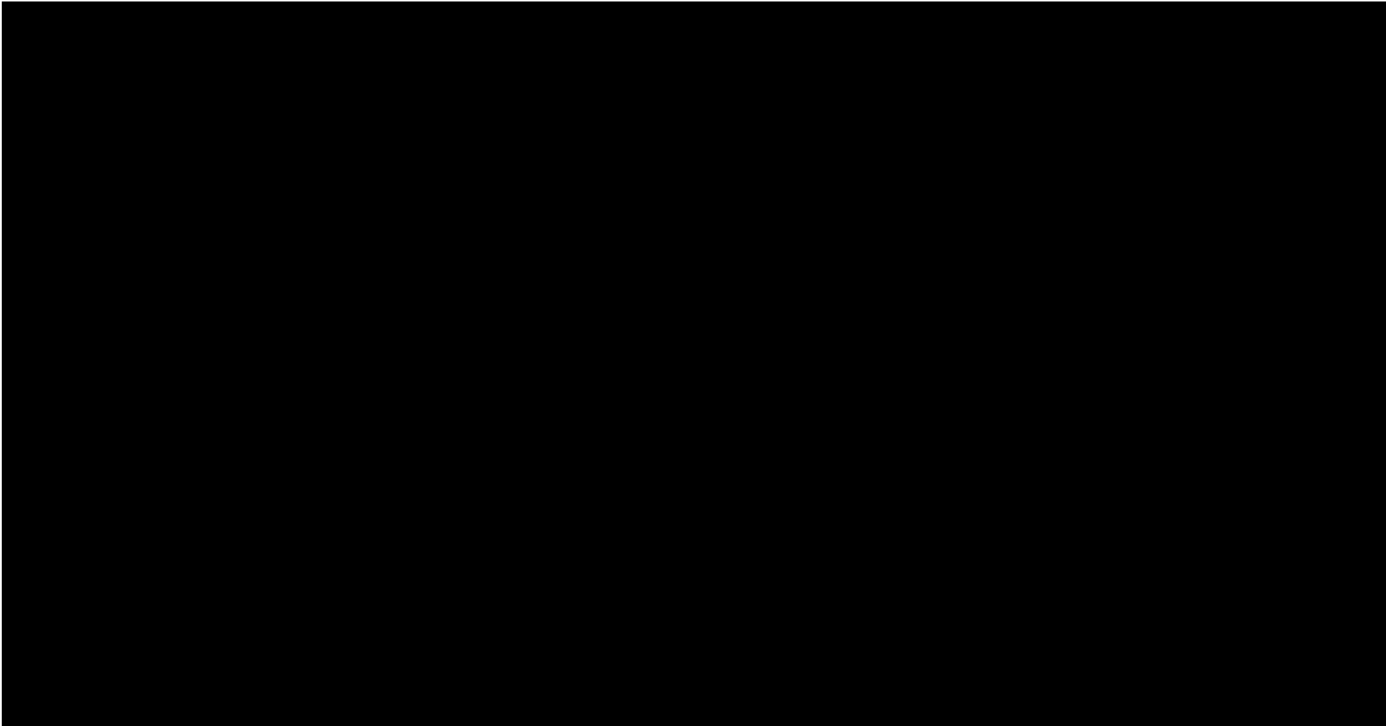
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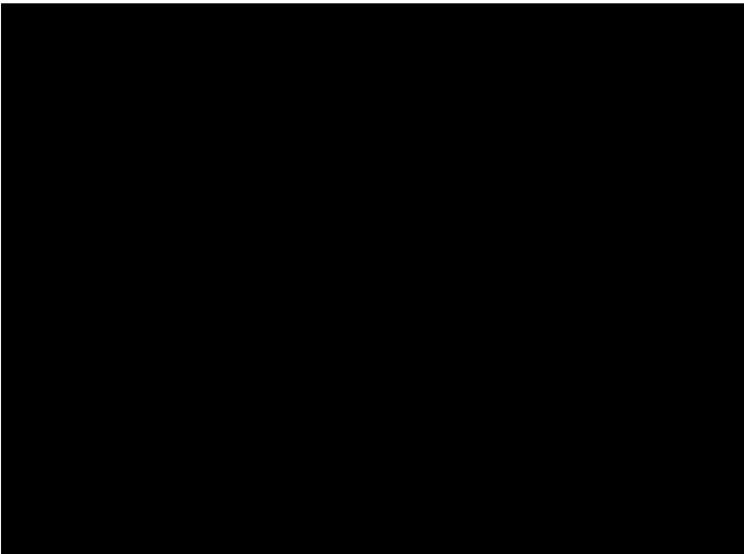
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Amendment 9 to the CONSULTANCY SERVICE AGREEMENT

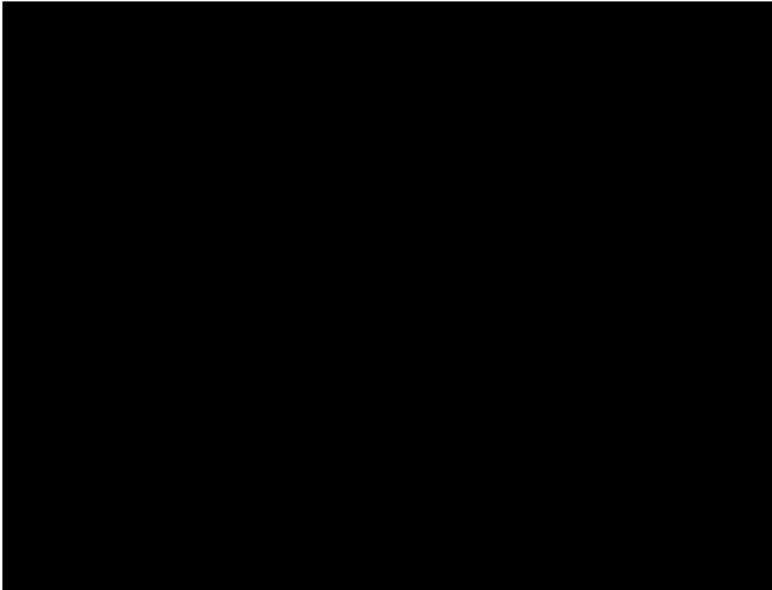
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Amendment 9 to the CONSULTANCY SERVICE AGREEMENT

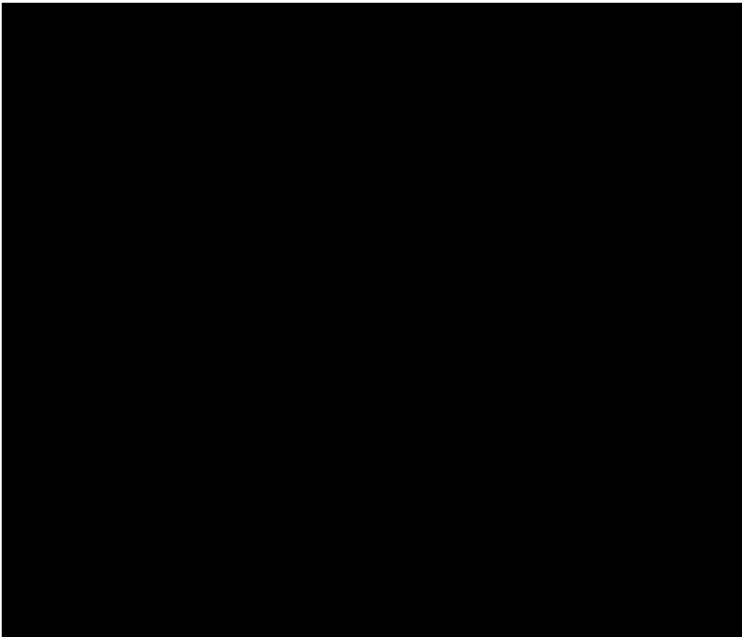
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Amendment 9 to the CONSULTANCY SERVICE AGREEMENT

**SIGNATORY PAGE - CROPEX**

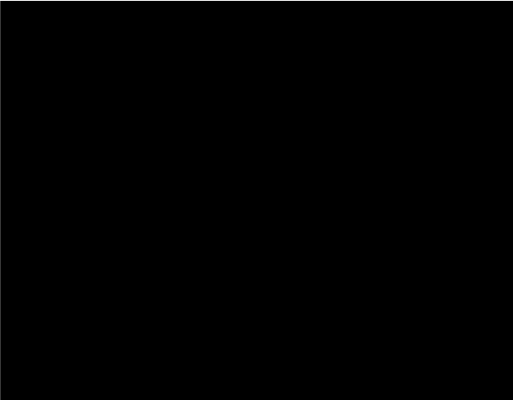




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Amendment 9 to the CONSULTANCY SERVICE AGREEMENT

**SIGNATORY PAGE - INDRA**



**Annex 1 to the Amendment IX to the Consultancy Service Agreement:**

**Annex 1: Contact Information**

For INDRA

[Redacted]

For EPEX Spot

[Redacted]

For European Market Coupling Operator AS

[Redacted]

For OMIE

[Redacted]

For GME

[Redacted]

[REDACTED]

For OTE

[REDACTED]

For TGE

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For HUPX

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For IBEX

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For BSP

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For CROPEX

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**For Invoicing**

For INDRA

[Redacted]

For EPEX Spot

[Redacted]

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[REDACTED]  
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For European Market Coupling Operator AS

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For OMIE

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[REDACTED]  
[REDACTED]

For GME - Struttura Amministrazione Finanza e Controllo

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For OTE

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For CROPEX

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**For Steering Committee**

(email address for each Steering Committee Member)

For EPEX Spot

[Redacted]

For OMIE

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Confidential

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For IBEX

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For BSP

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**Annex 2 to the Amendment IX 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 NEMOs, consisting of:

- A. Services to be provided until 10 May 2020; and
- B. Services to be provided as of 11 May 2020 until the expiration of this Consultancy Service Agreement

**A. Services to be provided until 10 May 2020**

[Redacted content]

[REDACTED]

[REDACTED]

<i>Applicable cost rates</i>	<i>Rate(EUR) per day(8h)</i>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**B. As of 11 May 2020 the CONSULTANT shall provide the following services:**

[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, it being understood that for BSP, CROPEX, HUPX, IBEX, OPCOM and OTE this Agreement shall only apply to the Services provided since January 1<sup>st</sup>, 2019.

**4. Expected duration of the Services**

Till December 31<sup>st</sup> 2020, 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]

[REDACTED]

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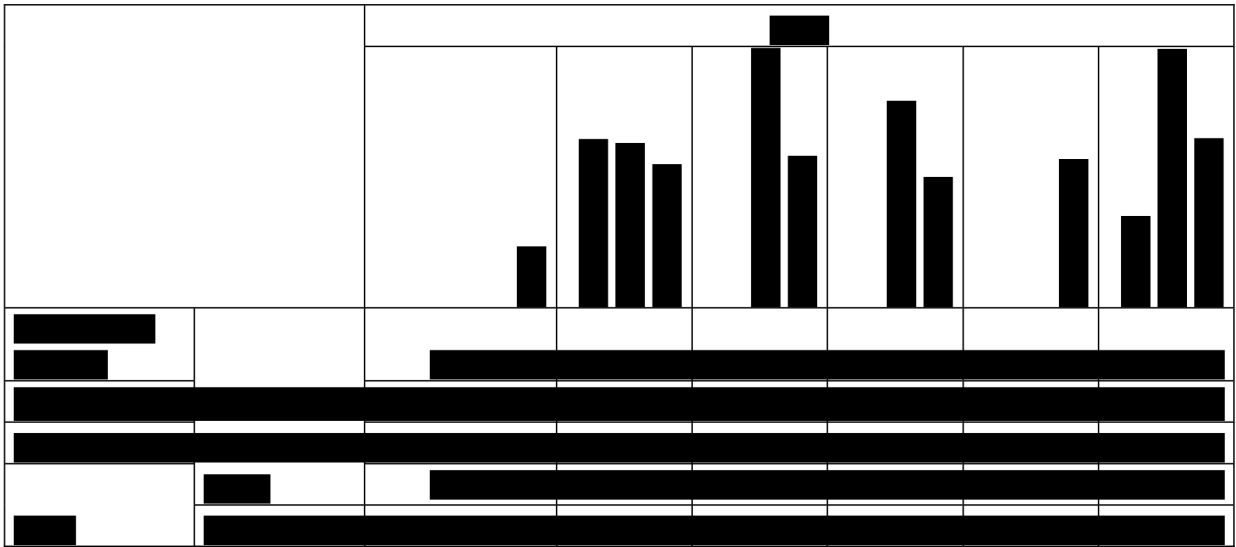
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**Appendix 1 - Summary on the workload and optimization of PMO services**

1. Purpose

[Redacted]

2. Overall view of XBID Project

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[Redacted]

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3. Workload Ratio

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4. NEMO PMO representation in project bodies

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5. Future workload

[Redacted]

[Redacted]

[Redacted]



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