

## FIRST AMENDMENT TO THE INTERIM NEMO COOPERATION AGREEMENT

### BETWEEN:

1. **BSP Regional Energy Exchange LLC**, a company duly organised 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, duly represented by [REDACTED] 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, duly represented by [REDACTED] (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, duly represented by [REDACTED] (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, represented by [REDACTED] (hereafter "**EPEX**");
5. **EPEX SPOT Belgium SA**, a limited liability company, incorporated and existing under the laws of the Kingdom of Belgium, having its registered office at Boulevard de l'Impératrice 66, 1000 Brussels, Belgium, registered with the Registry of Enterprises (Brussels) under n° 0874978602, hereby duly represented by [REDACTED] (hereafter "**EPEX BE**");
6. **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, hereby duly represented by [REDACTED] (hereafter "**EXAA**");
7. **Gestore dei Mercati Energetici S.p.A.**, a company duly organised 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, duly represented by [REDACTED] [REDACTED] hereafter “GME”);

8. **HUPX Hungarian Power Exchange Company Limited by Shares**, a company duly organised 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, duly represented by [REDACTED] [REDACTED] [REDACTED] (hereafter “HUPX”);

9. **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, duly represented [REDACTED] (hereafter “IBEX”);

10. **Operator of Electricity Market S.A.**, a company incorporated under the laws of the Hellenic Republic, with registered office at 72 Kastoros Street, 18545 Piraeus, Greece, under the registration number ARMAE 47733/02/B/00/9 and Tax Registration Number 099936480, hereto duly represented by [REDACTED] [REDACTED] (hereafter “LAGIE”);

11. **Nord Pool AS**, a company incorporated and existing under the laws of the Kingdom of Norway, having its registered office at Vollsveien 17B, PO Box 121, 1325 Lysaker, Norway, registered with the commercial register in Norway n° 984 058 098, hereby duly represented by [REDACTED] (hereafter “NP”);

12. **OKTE, a.s.**, a company duly organised and existing under the laws of Republic of Slovakia, with registered office in Mlynské nivy 59/A, 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, duly represented by [REDACTED] [REDACTED] (hereafter “OKTE”);

13. **OMI Polo Español S.A.**, a company incorporated and existing under the laws of the Kingdom 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, hereby duly represented by [REDACTED]  
(hereafter "OMIE");

**14. Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" SA**, a company duly organised 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, duly represented by [REDACTED]  
[REDACTED] (hereafter "OPCOM");

**15. OTE, a.s.**, a company organised 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, hereby duly represented by [REDACTED]  
[REDACTED] (hereafter "OTE"), OTE's contract No.: 4/2016;

**16. 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, represented by [REDACTED]  
[REDACTED] (hereafter "SONI");

**17. Towarowa Giełda Energii SA**, a company duly organised and existing under the laws of the Republic of Poland, with registered office at Poleczki 23 H, 02-822 Warsaw, Poland, registered with National Court Register under number 0000030144 and VAT no PL5272266714, duly represented by [REDACTED]  
[REDACTED] (hereafter "TGE");

hereafter referred to individually as a "Party" and collectively as the "Parties".

#### WHEREAS

- A. The Parties, together with APX Commodities Limited and APX Power BV, have entered into the Interim NEMO Cooperation Agreement dated 3<sup>rd</sup> March 2016 (hereinafter the "INCA");
- B. The Parties have been individually designated as NEMOs by 14 December 2015. The Parties have started a mutual cooperation from 1 January 2016 (i.e. prior to the coming-into-force of this Agreement) 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 CACM Regulation;

- C. As more particularly described in Attachment 3 to this First Amendment Agreement, EPEX and APX Power BV have merged and, similarly, EPEX and APX Commodities have effected a transfer to EPEX of the all the assets and liabilities of APX Commodities. It has been agreed by the Parties that both APX Power and APX Commodities should be allowed to terminate their participation in the INCA with effect from 31 December 2016 and that certain consequential changes should be made to the INCA as described in Attachment 3.
- D. In light of the management of those costs to be incurred (or which, in the case of Pre-INCA Costs, incurred) in connection with the performance of common tasks in fulfilment of the Scope which are for the common benefit of all the Parties (“INCA Tasks”), the Parties also wish to supplement the INCA in order to clarify the relationship between such costs as may be borne in connection with the performance of INCA Tasks and “common costs” under the CACM Regulation more generally and introduce the rules governing the provisional sharing, payment and invoicing process between the Parties in relation to the former;
- E. The Parties are currently seeking a determination and/or guidance from the NRAs as to the proper interpretation of the provisions of Article 80 of the CACM Regulation;
- F. Such determination and/or guidance will be used by the Parties in order to amend cost allocation and sharing principles relevant to the single day-ahead and single intraday couplings;
- G. More specifically, such determination and/or guidance will enable them to establish an enduring solution for the allocation and sharing of INCA-related costs. More generally, such determination and/or guidance will also require to be reflected in certain other contractual frameworks;
- H. Until the enduring solution is implemented and takes effect, the intention of the Parties is to set up a provisional solution for the sharing INCA-related costs;
- I. The Parties intend that both the provisional and enduring solutions will operate consistently with the applicable cost reporting and recovery provisions of CACM Regulation, in particular Articles 80(1) and Article 80(3) thereof;
- J. Once the enduring solution is implemented and takes effect, the Parties intend that all INCA-related costs allocated between them on the basis of the provisional solution shall be re-allocated between them according to the terms of the enduring solution;
- K. The Parties also wish to agree on certain principles regarding the INCA Tasks allocation, budgeting and monitoring as hereby attached as Attachment 2.

**NOW THEREFORE** and in consideration of the foregoing premises and the mutual covenants set forth herein, the Parties have agreed to enter this first amendment agreement (hereinafter the “**First Amendment Agreement**”) as follows:

## 1. OBJECT OF THE AGREEMENT

- 1.1. With the signature of this First Amendment Agreement, the Parties amend the INCA as specifically set forth under Article 2 and Article 3 below.
- 1.2. The Parties undertake to comply with all the terms and conditions of the INCA as amended and supplemented by this First Amendment Agreement.

## 2. AMENDMENTS TO THE MAIN TEXT OF THE INCA

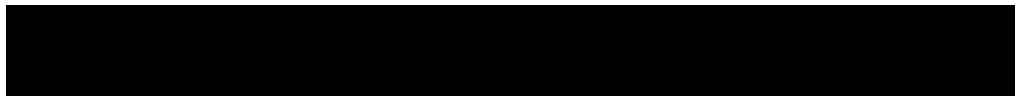
- 2.1. The Parties agree that Article 5.1.1 shall be amended by the addition of the following new sentence after the first sentence: "For the avoidance of doubt, the terms of this Agreement shall not constitute Confidential Information for the purposes of this Agreement".
- 2.2. The Parties agree that Article 5.2.4 shall be deleted in its entirety and replaced with the following:

*"5.2.4 For the avoidance of doubt, Article 5.2.3 also applies to particular national mandatory legislation existing in Norway, Sweden, Denmark, Finland ("Nordic-Baltic Region"), the Czech Republic and Slovenia relating to the right of access by the public, under certain conditions, to documents held by public authorities and public undertakings (so-called freedom of information acts) or to the legal obligation of publishing all relevant documents named by particular national legislation (so called act on registration of contracts). The Parties are aware of the fact that certain Party(ies) of the Nordic-Baltic Region, the Czech Republic and Slovenia are subject to such kinds of acts and may therefore be forced to disclose some or all of the terms of this Agreement or other information pertaining to such Party(ies). The same shall apply in case similar legal regimes exist in other jurisdictions. Without prejudice to the foregoing provisions of this Article, any Party subject to such a disclosure obligation shall use its best efforts to ensure that no Confidential Information is disclosed during the course of complying with such obligation, including by (in consultation with the affected Parties where it is reasonable for it to do so) redacting all such Confidential Information from any materials or documents (in whatever form) prior to such disclosure."*

- 2.3. The Parties agree that Article 8.1 shall be deleted in its entirety and replaced with the following:

*"8.1 The sharing of INCA Costs (as defined below) between the Parties pursuant to the terms of this Agreement in accordance with the Provisional Solution or the Enduring Solution (as the case may be) shall be subject to the approval of the Committee as follows:*

i)



[REDACTED]

ii)

[REDACTED]

where, for the purposes of this Agreement:

- iii) *“INCA Costs” means such costs as are approved by the Committee to be incurred by any one or more Parties in connection with the performance of INCA Tasks, including Pre-INCA Costs; and*
- iv) *“INCA Task” means any common task for benefit of all the Parties that needs to be performed in connection with the Scope, including such common tasks as may have been performed (wholly or partially) during the period from 1 January 2016 until 3 March 2016 specifically in connection with, and limited to, either: (i) the drafting of the INCA, (ii) the drafting of the MCO Plan or (iii) the performance of duties as chairman of the Committee and, for the period 3 March – 1<sup>st</sup> May, the de facto chairman of the Committee; and*
- v) *“Pre-INCA Costs” means those costs already incurred in respect of the period from 1 January 2016 until 3 March 2016 specifically in connection with, and limited to, either: (i) the drafting of the INCA, (ii) the drafting of the MCO Plan; (iii) preparing and presenting material supporting the regular meetings with the all-TSO and all-NRA coordination groups; or (iv) the costs incurred by the de facto chairman of the provisional committee of NEMOs which coordinated certain CACM-related NEMO activities prior to the official constitution of the Committee.”*

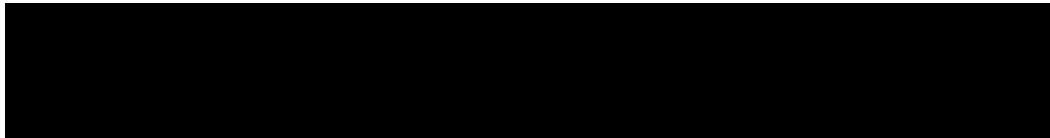
2.4. The Parties agree that Article 8.2 shall be deleted in its entirety and replaced with the following:

*“8.2 The Parties shall ensure that all INCA Costs shall be, insofar as such costs are time costs, appropriately and fairly recorded in timesheets and, insofar as such costs are other expenses, supported by reasonable documentary evidence for the purposes of ensuring compliance with the requirements of article 80 paragraph 2 of the CACM Regulation. INCA Costs must be either: (i) within an approved yearly budget or (ii) the subject of an approved increase in the relevant yearly budget, or (iii) subject to a specific approval by the Committee as a non-budgeted INCA Cost, each of which must be specifically approved by the Committee consistently with the terms of Article 8.1”*

2.5. The Parties agree that Article 8.3 shall be deleted in its entirety and replaced with the following:

*“8.3 The Committee shall approve not later than on 1<sup>st</sup> October of each year the overall yearly budget for following calendar year taking into account the following principles applicable to INCA Costs:*

a)



*b) INCA Costs incurred by external contractors or advisors of a Party shall be taken into account at cost.”*

2.6. The Parties agree that Article 8.4 shall be deleted in its entirety and replaced with the following:

*“8.4 The process by which INCA Costs will be identified and shared between the Parties shall be developed and implemented as follows:*

- a) *A provisional solution requiring that the Parties share all INCA Costs (irrespective of the date on which such INCA Costs have been incurred, but provided that such costs do not relate to any period prior to 1 January 2016) on an equal basis (the “**Provisional Solution**”) will be temporarily applied by the Parties with effect from the date of the coming-into-force of the First Amendment Agreement, subject to the understanding that such solution should not automatically form the basis for any other cost sharing mechanism between NEMOs;*
- b) *The Parties shall each use their respective best efforts in engaging with and obtaining from the NRAs such determination or guidance as is required to interpret the provisions of Article 80 of the CACM Regulation;*
- c) *As soon as is reasonably possible following the receipt of such determination or guidance from the NRAs, the Parties will procure that a draft proposal is prepared and submitted to it by no later than two months after receipt of such determination or guidance from NRAs (or such longer period as may be decided by the Committee) for implementing an enduring solution for the sharing of INCA Costs (the “**Enduring Solution**”).*
- d) *As soon as the Enduring Solution is implemented and takes effect, the Parties shall carry out a cost reconciliation process to ensure that all INCA Costs previously*

*allocated between them on the basis of the Provisional Solution shall be re-allocated between them according to the terms of the Enduring Solution.*

- e) *In the event that, the Parties having used their respective best efforts, no determination or guidance is forthcoming from the NRAs as described in paragraph (a) above by, at the latest, the date on which the MCO Plan is approved by the NRAs, the Committee shall meet as soon as possible to determine what next steps should be taken.*

2.7. The Parties agree to add a new Article 8.5:

***“8.5 Invoicing and payment***

8.5.1 *Invoicing and payment between Parties shall be governed by the following provisions of this Article (as may be supplemented by the decisions of the Committee from time to time):*

- a) *Unless stipulated otherwise in this Agreement or its Annexes, all amounts due by or to the Parties under this Agreement are to be shared in accordance with the terms of the Provisional Solution until such time as the Enduring Solution is implemented and takes effect.*
- b) *The invoicing and payment of INCA Costs shall be performed on a calendar quarterly basis according to the following procedure:*
- i) *By no later than 10 Business Days after the end of each calendar quarter, the secretary will send via e-mail to each Committee member, a report (the “Quarterly Report”) based on the relevant Monthly Reports already submitted in respect of such period which shall detail the following:*
- aa) *in respect of such calendar quarter, a clear identification, expressed in euro, of the various incurred INCA Costs based on the tariffs set out under Article 8.3 and the relevant timesheets as submitted to the secretary in accordance with the provisions of Annex V;*
- bb) *details of the cumulative INCA Costs incurred from 1 January 2016 which have been either specifically detailed in the relevant approved yearly budget (or an extension thereof) or which have been otherwise approved by a decision of the Committee in accordance with Article 8.1;*



*cc) Any other relevant matters as the secretary shall determine as reasonable for the purposes of the Quarterly Report,*

*together with a document (the “Quarterly Account”) prepared by the secretary of the Committee which shall detail the following:*

*aa) a clear identification of the various INCA Cost items to be made subject to an invoice by those Party(ies) having incurred INCA Costs in respect of such calendar quarter;*

*bb) details of the relevant amounts, expressed in euro, which shall be subject to invoices to be paid by the Parties who did not incur such costs.*

*ii) Where no objection is raised by any of the Committee members within 5 Business Days after receipt by them of the Quarterly Report and the Quarterly Account, the Committee will be deemed to have approved them. For the avoidance of doubt, the Committee shall also expressly approve the relevant Quarterly Report and Quarterly Account at the next scheduled meeting of the Committee or at an ad-hoc meeting of the Committee (where such meeting takes place prior to there being a deemed approval of such documents). Irrespective whether the Quarterly Report and the Quarterly Account are approved at a meeting (either scheduled or ad-hoc) of the Committee or by deemed approval, the secretary of the Committee shall, by no later than the Business Day following the date of such approval, provide the Parties with signed copies (in PDF or other suitable electronic format) of such approved Quarterly Report and Quarterly Account.*

*c) Based on the approved Quarterly Report and Quarterly Account, the Parties shall issue and send the invoices, exclusively by email consistently with Article 17.5.1, within 5 Business Days after the date of receipt of confirmation of approval from the secretary of the Committee under paragraph b)(ii) above. The relevant Quarterly Account shall be attached to all invoices issued. Each invoice shall indicate how such amounts have been identified in the Quarterly Account and shall include at least the following items:*

- i) full name and address of both invoicing and invoiced Party;*
- ii) VAT number of both invoicing and invoiced Party;*
- iii) invoice amount, valued in euro;*
- iv) bank account and bank address (including IBAN and BIC) on which the*

*relevant payment shall be made;*

- v) invoice number;*
- vi) invoice issue date;*
- vii) period of performance;*
- viii) designation of the service on the invoice;*
- ix) payment term;*
- x) tax rate and tax amount separately, if any;*
- xi) specific constraint for invoicing, required by the article 226 of the Directive 2006/112/CE, e.g. indication of the reference to the applicable provision of the Directive where the supply of services are subject to the VAT reverse charge procedure.*

- d) Subject to Articles 8.5.2 and 8.5.4, each Party shall pay the invoiced amount (or following a Dispute regarding an invoice, such amount as is determined to be payable) within thirty (30) days from: (i) the receipt of the respective invoice; or (ii) the date of the settlement of such Dispute, as appropriate (the "Due Date"). Every invoice must contain a payment notice and be compliant with the applicable EU VAT regulations in force at the time of issue. All payment(s) shall be made by wire transfer to the bank account indicated in the invoice(s).*
- e) Each Committee representative shall inform the secretary and the Committee of the payment process status if requested by any other Party.*
- f) It is expressly agreed between the Parties that any INCA Cost incurred in accordance with Article 8.1 will be invoiced based on the principles described in this Agreement.*

*8.5.2 In the event that a Party disputes all or any part of an invoice, it shall inform the invoicing Party and the Committee as soon as possible and in any event within ten (10) Business Days of the date of the invoice of the disputed amount and the basis for disputing such invoice, together with any appropriate information supporting its position. The undisputed part of the invoiced amount shall remain payable as provided herein. Any dispute by a Party of all or any part of an invoice will be subject to the Dispute resolution procedure set out in Article 16 as integrated by the specific provisions of this Article. Notwithstanding the existence of any Dispute relating to all or any part of an invoice, the disputing Party shall remain for all purposes (other than payment of the contested part of such invoice pending resolution of such Dispute) subject to all its obligations under this Agreement.*

*8.5.3 Payment by either Party of the invoice, wholly or in part, shall not itself, in case of a Dispute regarding such invoice, be considered as an acceptance or validation of the activities performed which are subject of such a Dispute.*

8.5.4 *Default interest on any amounts not paid by the Due Date, shall accrue at the legal interest rate as specified in the Belgian Law of 02/08/2002<sup>1</sup> on combating late payment in commercial transactions, as modified by the Law of 22 November 2013, implementing Directive 2011/7/EU<sup>2</sup>.*

2.8. The Parties agree to delete Article 11.1 in its entirety and replace it with following:

**“11.1 General**

*Amendments to this Agreement shall only be valid, if approved unanimously in writing and signed by an authorised representative of each of the Parties. In deviation from the foregoing, Annex IV – Contacts may be amended by way of notification by an appointed representative of the concerned Parties to the secretary, exclusively in relation to its own contact information.”*

**3. AMENDMENTS TO THE ANNEXES OF THE INCA**

The Parties agree to add the following new Annexes to the Agreement as follows:

- i) new Annex IV, Contacts, as attached hereto as Attachment 1;*
- ii) new Annex V, INCA Task Allocation, Work Group/Task Force Budgeting and Monitoring, as attached hereto as Attachment 2.*
- iii) new Annex VI, EPEX/APX Merger, as attached hereto as Attachment 3.*

**4. MISCELLANEOUS**

- 4.1. No provision of this First Amendment Agreement shall be interpreted adversely against a Party solely because that Party was responsible for drafting that particular provision.
- 4.2. Changes to this First Amendment Agreement can only be made in writing, signed by all Parties.
- 4.3. This First Amendment Agreement constitutes an integral part of the INCA and only amends, replaces or deletes those provisions of the latter which have been described above, it being understood that all of the others shall remain unchanged.
- 4.4. In the event of any ambiguity or inconsistency between this First Amendment Agreement and the INCA in force previously to the entering into force of this Amendment, the text of

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<sup>1</sup> The law is available in French at:

[http://www.ejustice.just.fgov.be/cgi\\_loi/change\\_lg.pl?language=fr&la=F&table\\_name=loi&cn=2002080232](http://www.ejustice.just.fgov.be/cgi_loi/change_lg.pl?language=fr&la=F&table_name=loi&cn=2002080232)

<sup>2</sup> The Belgian legal rate is available on the Belgian official journal, which is published on the following website:

<http://www.ejustice.just.fgov.be/cgi/welcome.pl> and on the following website:

[http://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorierie/taux-dinter%C3%AAt-l%C3%A9gal-applicable](http://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorierie/taux-dinter%C3%AAt-l%C3%A9gal-applicable)

this First Amendment Agreement shall prevail.

- 4.5. In the event of any ambiguity or inconsistency between the main text of the First Amendment Agreement and its Annexes, the main text of the First Amendment Agreement shall prevail over the Annexes. The Parties agree that Attachment 4 (“Consolidated INCA with First Amendment Agreement Provisions”) is hereby attached only for illustrative purposes and shall have no binding effect.
- 4.6. This First Amendment Agreement will enter into force in accordance with the following provisions:
  - 4.6.1. Each Party shall individually sign one original of this First Amendment Agreement and send a scanned copy of all pages of the signed original (in a single file PDF format). All scanned originals are collected by the secretary of the Committee who distributes them (in a single zip file) to all Parties. This First Amendment Agreement will enter into force on the date on which the scanned signed copies are distributed to all Parties by the secretary of the Committee.
  - 4.6.2. 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 secretary of the Committee. The secretary of the Committee will then create 17 (seventeen) original hard copies of this Agreement which will be sent to the Parties (one original hard copy to each Party).
- 4.7. For the avoidance of doubt, this First Amendment Agreement shall be construed and governed by Belgian law.
- 4.8. In case of dispute between the Parties, arising out of or in relation with this First Amendment Agreement, the dispute procedure assessed in Article 16 of the INCA shall apply.

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This First Amendment Agreement has been made in seventeen (17) originals, one for each of the undersigned parties.

Signed in Ljubljana, on .... 16/1/2017

On behalf of **BSP Regional Energy Exchange LLC**

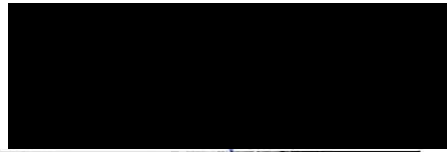
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Signed in Zagreb, on ... 27.01.2017.

On behalf of **Croatian Power Exchange Ltd**



HRVATSKA BURZA  
ELEKTRIČNE ENERGIJE d.o.o.  
Zagreb

Signed in Dublin, on ....

13/02/17.

On behalf of EirGrid plc


Signed in Paris, on ....

On behalf of EPEX SPOT SE

[Redacted signature]

[Redacted name]



Signed on ....

On behalf of **EPEX SPOT Belgium SA**

[Redacted]

[Redacted]

&

[Redacted]

[Redacted]

Signed in Vienna, on 17 January 2017  
....

On behalf of EXAA - Abwicklungsstelle für Energieprodukte AG

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[Redacted signature block]

&

[Redacted signature block]

[Redacted signature block]

Signed in Rome, on *17/01/2017*

On behalf of **Gestore dei Mercati Energetici S.p.A.**

[Redacted]

[Redacted]

Signed in Budapest, on ...2017 FEBR 2 1

On behalf of

**HUPX Hungarian Power Exchange Company Limited by Shares**

[Redacted]

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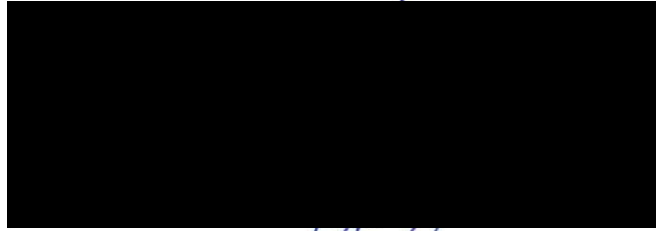
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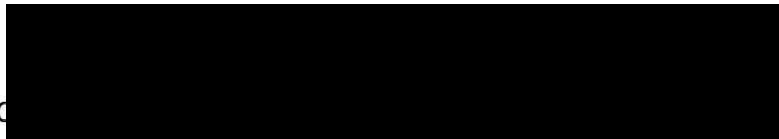
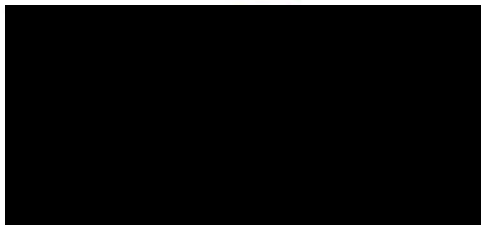
Signed in Sofia, on ... 16/02/2017

On behalf of Independent Bulgarian Energy Exchange EAD



Signed in Piraeus, on ... 16.1.2017

On behalf of **Operator of Electricity Market S.A.**



Signed in Oslo, on 2017-01-11

On behalf of **Nord Pool AS**

[Redacted signature]

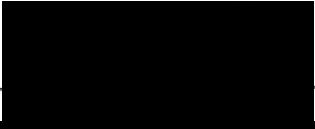
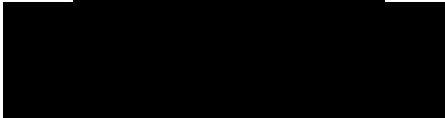
[Redacted name]

Signed in Bratislava, on .... 27. 02. 2017

On behalf of OKTE a.s.

  
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&

  
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Signed in Bucharest, on ....

On behalf of Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" SA

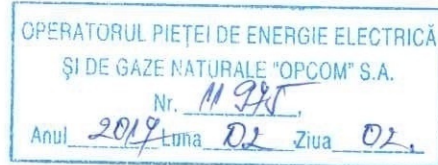
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Function:

Date:

Signature

02 feb. 2017



Name:

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Signature

Name:

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Signature

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Signed in Belfast, on ....

13/02/17

On behalf of **SONI Limited**



[REDACTED]

[REDACTED]





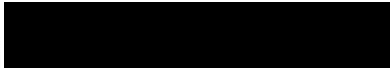

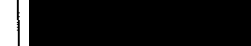



Attachment 1

ANNEX IV

Contacts

1.1 General contact details

<b>BSP REGIONAL ENERGY EXCHANGE LLC</b>		
For the attention of: [REDACTED] And to be added in communications, in copy mode: [REDACTED]	Address:  Dunajska 156  1000 Ljubljana  Slovenia	[REDACTED]  Email: [REDACTED] [REDACTED]
<b>CROATIAN POWER EXCHANGE LTD.</b>		
For the attention of: [REDACTED] And to be added in communications, in copy mode: [REDACTED]	Address:  Ulica grada Vukovara 284  10 000 Zagreb  Croatia	[REDACTED] [REDACTED] [REDACTED]



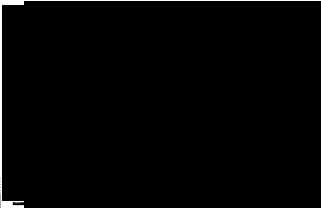
<b>EIRGRID PLC</b>		
For the attention of: 	Address: The Oval 160 Shelbourne Road Dublin 4 Ireland	 
<b>EPEX SPOT SE</b> <b>EPEX SPOT Belgium SA</b>		
For the attention of: 	<b>Address:</b> 5 Boulevard Montmartre F-75002 Paris FRANCE	 <b>With a copy to</b> 
<b>EXAA ABWICKLUNGSSTELLE  FÜR ENERGIEPRODUKTE AG</b>		
For the attention of: 	Address: Alserbachstrasse 14- 16; 1090 Wien	 Email: 
<b>GESTORE DEI MERCATI  ENERGETICI S.P.A.</b>		
For the attention of:	Address:	

<p>And to be added in communications, in copy mode:</p> <p>[REDACTED]</p>	<p>Viale Maresciallo Pilsudski 122/124 00197_Rome - Italy</p>	<p>Email:</p> <p>[REDACTED]</p>
<p><b>HUPX HUNGARIAN POWER EXCHANGE COMPANY LIMITED BY SHARES</b></p>		
<p>For the attention of:</p> <p>[REDACTED]</p>	<p>Address:</p> <p>Dévai utca 26-28 1134, Budapest Hungary</p>	<p>[REDACTED]</p>
<p><b>INDEPENDENT BULGARIAN ENERGY EXCHANGE EAD</b></p>		
<p>For the attention of:</p> <p>[REDACTED]</p>	<p>Address:</p> <p>19 Kniaz Aleksandar Dondukov Blvd. 1000 Sofia Bulgaria</p>	<p>[REDACTED]</p>
<p><b>OPERATOR OF ELECTRICITY MARKET S.A.</b></p>		
<p>For the attention of:</p> <p>[REDACTED]</p>	<p>Address:</p> <p>72 Kastoros Street, 18545 Piraeus,</p>	<p>[REDACTED]</p>



	Greece	
<b>NORD POOL SA</b>		
For the attention of: [REDACTED]	Address: Vollsveien 17 B 1366 Lysaker Norway	[REDACTED]
<b>OKTE, A.S.</b>		
For the attention of: [REDACTED] And to be added in communications, in copy mode: [REDACTED]	Address: Mlynské nivy 59/A 821 09 Bratislava Slovakia	[REDACTED] And to be added in communications, in CC: [REDACTED]
<b>OMI-POLO ESPAÑOL, S.A.</b>		
For the attention of: [REDACTED]	Address: C/ Alfonso XI, 6 Planta 4ª 28014 Madrid ESPAÑA	[REDACTED]

	Greece	
<b>OPERATORUL PIEȚEI DE ENERGIE ELECTRICĂ ȘI DE GAZE NATURALE "OPCOM" SA</b>		
For the attention of: [REDACTED] And to be added in communications, in copy mode: [REDACTED]	Address: 16-18 Hristo Botev, 3rd district 030236 Bucharest Romania	[REDACTED] [REDACTED] And to be added in communications, in CC: [REDACTED]
<b>OTE, A.S.</b>		
For the attention of: [REDACTED] And to be added in communications, in copy mode: [REDACTED]	Address: Sokolovská 192/79 Praha 8, 18600 Czech Republic	[REDACTED] Email: [REDACTED]
<b>SONI LIMITED</b>		
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<b>TOWAROWA GIEŁDA ENERGII SA</b>		
For the attention of: 	Address: Poleczki 23 H 02-822 Warszawa Poland	 Email: 

## 1.2 Invoicing contact details

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Slovenija

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For the attention of [REDACTED]

E-mail: [REDACTED]

### **CROATIAN POWER EXCHANGE Ltd.**

Ulica grada Vukovara 284

10 000 Zagreb

VAT ID: HR 14645347149

For the attention of [REDACTED]

E-mail: [REDACTED]

### **EPEX SPOT SE and EPEX SPOT Belgium SA**

For the attention of Accounting Department

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75002 Paris

FRANCE

[REDACTED]

VAT number EPEX SPOT SE : FR10508010501

VAT number EPEX SPOT Belgium : BE0874978602

**EXAA ABWICKLUNGSSTELLE FÜR ENERGIEPRODUKTE AG**

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1090 Wien, Austria

VAT Number: ATU52153208

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**OPERATOR OF ELECTRICITY MARKET, S.A.**

Company name: **Operator of Electricity Market, S.A.**

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**NORD POOL AS**

Postbox 1550

NO-7435 Trondheim

VAT reg no: NO984058098MVA

Email invoice [REDACTED]

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28014 Madrid

ESPAÑA

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Email: [REDACTED]

**GME**

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**HUPX**

Company name: **HUPX Magyar Szervezett Villamosenergia-piac Zártkörűen Működő**

**Részvénytársaság**

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**INDEPENDENT BULGARIAN ENERGY EXCHANGE EAD**

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Company name: **OKTE, a.s.**

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IČO: **45 687 862**

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E-mail: [REDACTED]

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Complete address:

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030236 Bucharest

Romania

Invoicing only for Email: [REDACTED]

**OTE, A.S.**

Responsible person: [REDACTED]

Company name: **OTE, a.s.**

VAT number: **CZ26463318**

Complete address: **Sokolovská 192/79, Praha 8, 18600, Czech Republic**

Invoicing only for Email: [REDACTED]

**TGE**

Towarowa Giełda Energii S.A.

Poleczki 23 H

02-822 Warszawa

Poland

VAT numer: **PL5272266714**

EMAIL: [REDACTED]

**EirGrid and SONI**

VAT number: **IE 6358522H**

Complete address: -

Accounts Payable

c/o EirGrid plc  
SEMOpX  
160 Shelbourne Road  
Ballsbridge  
Dublin 4  
D04 FW28  
Ireland



## Attachment 2

### ANNEX V

#### **INCA Task Allocation, Work Group/Task Force Budgeting and Monitoring**

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#### **1. OBJECTIVES, ASSUMPTIONS AND GENERAL PRINCIPLES**

- (a) This document sets out the procedures - including administrative tasks, approval steps and templates - to be followed by the Committee (and such bodies as may be established by the Committee from time to time in accordance with paragraph 5 of ANNEX I (Rules of Internal Order)) in the assignment of tasks to be undertaken in connection with the Scope, their modification, the relevant process of approval, follow-up and invoicing of such activities, whether by means of the internal resources of such Party allocated to such task or by means of external resources selected and appointed in accordance with the terms of this document. It is the intention of the Parties that such procedures as outlined herein shall be compliant with Article 8 of the Agreement.
- (b) For the purposes of this Annex it is assumed that:
- i) Time and effort dedicated for specific roles such as the chairmanship of the Committee and/or the leader of any work group or task force created by the Committee should be separately recognized.
  - ii) Tasks performed for the common benefit of the Parties will be more efficient if performed by one dedicated, motivated person or group of persons.
  - iii) The availability of resources is different per Party, may vary from one work group or task force to another and may vary from time to time.
  - iv) Allocating scarce internal resources on a time-consuming job could create resourcing concerns to individual Parties.
- (c) In light of the above, the following general principles shall apply:
- i) All Parties shall use their respective best efforts to make their own internal resources available, at least for the necessary review of a work group's or task force's deliverables before approval of the relevant budget.
  - ii) The Committee may appoint external resources when appropriate.
  - iii) Those Parties providing their own internal resources in performing tasks should, subject to such tasks having been assigned and carried out in accordance with the terms of paragraph 3 of this Annex, be reimbursed for their costs.
  - iv) INCA Costs which have been budgeted and incurred (or which have been otherwise approved by a decision of the Committee in accordance with Article 8.1) shall be tracked by Parties pursuant to article 80 paragraph 2 of the CACM Regulation with the goal that such costs shall be capable of being reported to the relevant NRAs as Common Costs pursuant to article 80 paragraph 1 of the CACM Regulation.

- v) Tasks that must be performed in the same manner by all Parties, such as the necessary 'reviews' of deliverables before their approval, are out of the scope of this Annex, as it is assumed they will be performed with the same level of effort by each Party.
- vi) In the case of any activity being undertaken by one or more members of any work group or task force, the evaluation of quality of deliverables should be made, as a first step, at the level of the work group or task force itself, by consent of all members, subject to the final approval of the Committee.

## 2. WORK GROUP/TASK FORCE ACTIVITIES AND RESPONSIBILITIES

(a) The following general principles will govern the activity of each work group or task force:

- i) Work group or task force leaders shall be designated by the Committee.
- ii) Work group or task force activity will be supported by each Party using their respective best efforts.
- iii) Work group or task force leader activity per work group or task force will be previously estimated and agreed at the Committee level on per work group or task force basis.
- iv) Work group or task force leader activity will be reimbursed on the basis of time sheets approved by the Committee.
- v) Each work group or task force will be required to provide an estimate of the monthly time/cost input required to fulfil the relevant work group or task force's activities delegated to such work group or task force as part of the annual work group/task force budget.
- vi) Each work group or task force will be required to provide monthly time/cost report to the secretary of the Committee based on the relevant work group or task force's activities during such month.
- vii) The activity of the work group or task force may be allocated, within an assumed workload, to one or more members of the work group or task force in question. The details of how such activity may be allocated is set out below in Section 3.
- viii) All work group/task force decisions or evaluations shall be subject to the consensus of all the members of such work group/task force. In the event of any disagreement or difference between any of the members, the matter shall be resolved by escalating such question to the Committee for a determination/ruling.

(b) Evaluation by work group or task force members and the Committee

- i) The Committee will be ultimately responsible for the evaluation of the quality of any deliverables of the relevant work group or task force and the amount of the work undertaken by the work group or task force.
- ii) In the case of work group/task force activity being allocated to a one or more members, the evaluation of the quality of the deliverables shall be made, as a first step, at the work group level, by the members of such work group/task force.
- iii) Work group or task force leaders will follow up the progress of the work with the support of the secretary of the Committee.
- iv) The following activities must be recorded through timesheets and valued at the applicable Standard Daily Rate:
  - o Chairman of Committee activity
  - o Work group or task force leader activity

- Any other INCA Task allocated pursuant to the terms of this Annex V and carried out by any one or more individual members of a work group/task force or any third party on behalf of the work group/task force members as whole.
- v) Monthly, the secretary of the Committee will collect all the timesheets recording details of the time spent for each activity from:
  - The chairman of the Committee;
  - Work group or task force leaders;
  - Any one or more individual members of a work group/task force allocated an INCA Task pursuant to the terms of this Annex V;
  - The contract managers of third parties who have been allocated work pursuant to the terms of this Annex V, if appropriate.
- vi) The work group or task force leader will prepare and maintain a record of the INCA Tasks and the workload per work group or task force and shall provide an up-to-date copy of such record to the secretary of the Committee no less than once per month.
- vii) Monthly, on basis of the timesheets recording details of the time spent per approved task, the secretary of the Committee will establish the value of such work at the Standard Daily Rate and communicate it to the work group or task force leader and the Committee.

### 3. ALLOCATION OF TASKS TO INTERNAL AND/OR EXTERNAL RESOURCES

The procedure for allocating the performance of INCA Tasks is outlined in this Section 3.

- (a) INCA Tasks shall include:
- i) The Committee chairman's work
  - ii) The secretary of the Committee's work
  - iii) Any work group or task force leader's work
  - iv) Performance of INCA Tasks by one or more of the Parties utilizing their own "internal resources";
  - v) Performance of INCA Tasks by an external resource, i.e. a third party appointed for such purpose with the approval of the Committee.

For the avoidance of any doubt, the following tasks shall not be regarded as INCA Tasks:

- vi) Tasks that must be performed in the same manner by all Parties, including e.g.:
    - The time spent and expenses incurred in attending all-Party meetings either in person or via any kind of electronic communications equipment;
    - The necessary 'review' of the deliverables before their approvals; and
    - Any other tasks as may be determined as non-INCA Tasks by the Committee.
  - vii) The travel time spent and the travel or other expenses incurred by the chairman of the Committee or by any work group or task force leaders in attending meetings either in person or via any kind of electronic communications equipment.
- (b) For the purposes of distinguishing between "internal" and "external" resources, it is acknowledged by the Parties that any individual, company or other firm retained by any Party to provide professional services (each a "consultant") shall be regarded as that Party's own "internal" resources for the purposes of this Agreement, provided always that any Party utilising consultants

as "internal" resources in this way shall remain liable to the other Parties (in accordance with the terms of this Agreement) for any failure to deliver all or any part of the INCA Tasks undertaken by such consultant.

- (c) In any case where the Committee chairman, in compliance with the Rules of Internal Order, attends any meeting of the Committee (whether in person or via any form of electronic communications equipment) in both his capacity as chairman and as the sole representative of his employer at such meeting, due to exceptional reasons, it will be assumed for time-recording purposes that such person dedicates fifty per cent (50%) of his time to the Committee chairman's work and the other fifty per cent (50%) of his time to the fulfilment of his duties to the Party by whom he has been required to such meeting. In any case where the chairman is accompanied at such meeting by one or more persons acting in the capacity of representative of such Party at such meeting, it will be assumed for time-recording purposes that such person dedicates one hundred per cent (100%) of his time to the Committee chairman's work at the meeting in question.
- (d) In any case where a work group or task force leader attends any work group or task force meeting (whether in person or via any form of electronic communications equipment) in both his capacity as work group or task force leader and as the sole representative of his employer at such meeting, it will be assumed for time-recording purposes that such person dedicates fifty per cent (50%) of his time to the task force leader's work and the other fifty per cent (50%) of his time to the fulfilment of his duties to the Party by whom he has been required to such meeting, provided always that all Parties are required to appoint a representative to the work group or task force in question. In any case where the appointment by a NEMO of a representative to the work group or task force in question is discretionary, or where the making of such appointment is not discretionary but the work group or task force leader is accompanied at such meeting by one or more persons acting in the capacity of Party representative, it will be assumed for time-recording purposes that the work group or task force leader dedicates one hundred per cent (100%) of his time to the work group or task force's work at the meeting in question.
- (e) The members of a work group or task force may from time to time allocate responsibility for the performance of one or more INCA Tasks to one or more Parties or third parties (each, an "Allocation"). Each Allocation will be carried out by the work group or task force members in accordance with the following principles:
  - i) The members will first decide how the performance of the necessary INCA Tasks should be best procured from the Parties, including the extent to which multiple INCA Tasks should be packaged together for allocation purposes;
  - ii) The members will invite the Parties to make proposals to it concerning one or more of the INCA Tasks (or packages of INCA Tasks, as appropriate);
  - iii) The members will require Parties submitting proposals to give details in such proposals of:
    - (aa) the estimated level or work (in man-days) required to complete each INCA Task;

- (bb) which elements of the work will be done by employees or by consultants and how much work on each INCA Task that will be done by each;
  - (cc) whether any consultants have been or will be specifically retained for the purposes of such INCA Tasks; and
  - (dd) Any other details that the members may require.
- iv) The members will consider the various proposals it receives from the Parties (if any) relating to the performance of INCA Tasks (or packages of INCA Tasks, as appropriate). In considering such proposals, the members shall:
- (aa) favour the most efficient solution (considering the expertise and the availability of internal resource of the Parties);
  - (bb) favour the most cost-effective solution, whereby when presented with several proposals with equal scope and quality:
    - (AA) the least costly proposal should be selected; and
    - (BB) a permanent (full-time or part-time) employed resource of a Party will be assumed to be cheaper than a consultant resource proposed to be utilised by another Party for performance of the equivalent INCA Task unless there is clear evidence to the contrary; and
  - (cc) in so far as is reasonably possible, favour a fair distribution of the performance of INCA Tasks amongst the Parties.
- v) No Allocation shall become finally effective until such Allocation, including the proposed budget for the relevant INCA Tasks comprised in it, has been approved by the Committee.
- vi) The work group or task force leader will, on receiving confirmation of any Allocation to a Party or third party from the Committee, issue a notice to such person specifying:
- (aa) the subject of the Allocation;
  - (bb) the contents of the expected deliverables comprised in such Allocation;
  - (cc) the quality objectives (deliverable form, respect of scope, finishing level, detail level, required level of support,...);
  - (dd) the budgeted workload (i.e. an estimated budget, considering the internal Standard Daily Rate);
  - (ee) the target date for completion;
  - (ff) the person(s) to which the INCA Task has been allocated.

(f) All Allocations made by work group members shall be made by consensus of all the members of such work group and all such Allocations shall be recorded in the minutes of the relevant work group or task force.

(g) In any case where either:

(i) no Party is willing or able to assume the risk of non-delivery of an INCA Task (whether through the utilisation of one or more of its own employees or one or more of its own retained consultants, or any combination of these); or

(ii) the proposals in respect of one or more INCA Tasks are rejected by the Committee (e.g. on grounds that the budget is too high, the resources offered do not have the requisite skills or experience or are insufficient in number),

the Committee shall be entitled to make such arrangements as it considers necessary and reasonable in all the circumstances for the engagement of a suitable external resource to perform such INCA Tasks.

(h) In considering any proposals from a third party for the performance of INCA Tasks, the Committee shall take into account (to the extent reasonably necessary) such relevant considerations as it is required to take into account when allocating INCA Tasks to Parties under paragraph (d)(iv) above.

(i) No Allocation to a third party shall become finally effective until such Allocation, including the proposed budget for the relevant INCA Tasks comprised in it, has been approved by the Committee. In this context, any single Allocation to a third party of one or more INCA Tasks with an aggregate value in excess of [REDACTED] will require a selection process to be established for the award of a relevant contract, unless such third party qualifies as a unique service provider due to its particular and specific technical skills. The Parties may, with the unanimous consent of the Committee, appoint one of the Parties to manage the selection process and enter into the contract with the selected third party, in its own name and for and on behalf of all other Parties.

(j) Subject to prior approval by the Committee, an Allocation to a third party may be contracted by one or more of the Parties for and on behalf of all of the Parties as a whole. Such contract shall, at a minimum, specify:

- (i) the subject of the Allocation;
- (ii) the contents of the expected deliverables comprised in such Allocation;
- (iii) the quality objectives (deliverable form, respect of scope, finishing level, detail level, required level of support,...);
- (iv) the estimated workload (i.e. an estimated budget, considering the internal Standard Daily Rate);
- (v) the target date for completion;
- (vi) such other matters as the Committee may require.

For this purpose, an appropriate specific power of attorney will be required to authorise the contracting Party or Parties to conclude such contract with the relevant external resource.

#### **4. WORK GROUP AND TASK FORCE BUDGET PROCESS**

##### **(a) Approval of Work Group and Task Force Budgets**

The budgets of all work groups or task forces shall be agreed by the consensus of all members of the relevant work group/task force and then subject to the approval of the Committee. No work group or task force shall be permitted to incur expenditure in excess of its applicable yearly budget (including any available contingencies), unless such additional expenditure is expressly approved by the Committee. Contingency amounts shall be specifically attributable to a particular budgeted task or activity of the work group or task force. No contingency amount applicable to such budget may be reallocated from its original task or activity without the express prior approval of the Committee.

The aggregate yearly work group or task force budgets themselves may each be composed of one or more activity sub-budgets and may, at the discretion of the Committee, comprise one or more contingency margins. The contingency margins for a work group or task force's yearly budget will be calculated in accordance with the following guidelines:

- (i) the Committee may allocate the work group a specific contingency margin to one or more tasks or activities of such work group or task force;
- (ii) it is the responsibility of the work group or task force members, acting by unanimity, to approve the utilisation of a specific contingency margin. All decisions of the work group or task force members to use a contingency amount must be notified to the Committee at the earliest opportunity. In the event that a unanimous decision cannot be reached, the matter must be escalated to the Committee for resolution.

Subject to paragraph (b) below, the incurring of INCA Costs by any one or more of the members of any work group or task force will be conditional upon:

- (iii) the INCA Task in question having been anticipated by the yearly budget in question;  
and
- (iv) there being sufficient headroom in the relevant work group or task force yearly budget to accommodate such INCA Costs.

##### **(b) Approval of non-budgeted INCA Tasks**

The work group or task force leader will, with the consensus of all members of the relevant work group/task force, update the secretary of the Committee with details of any requests for approval in connection with any necessary but not yet budgeted INCA Costs by no later than 5 pm CET of the last Wednesday before each scheduled Committee meeting. All such requests will be

submitted to the Committee for approval consistent with the requirements of Article 8.1. In considering such requests, the Committee will consider the overall INCA annual budget, the overall work group or task force budget already approved by the Committee plus any contingency margin.

Records of all such requests and of the Committee decisions relating to them will be kept in the Committee Meeting minutes.

## **5. MONITORING OF PROGRESS, QUALITY AND TIME SPENT – REPORTING**

### **(a) Monitoring of progress, quality and time spent**

The work group or task force leader will, with the support of the members of the work group or task force in question, regularly monitor the progress being made by internal or external resources allocated to any one or more INCA Tasks, including with respect to the observance of any applicable milestones and/or target dates and/or the accumulated costs incurred with respect to such INCA Task against the relevant approved budget.

The work group or task force leader shall assess, together with the members of the relevant work group/task force, any case where there is an anticipated breach of an approved budget item for a task or activity (including any relevant contingency). Following such assessment, the work group or task force leader shall report such a breach to the secretary of the Committee. If needed, the work group or task force leader will submit a justified and revised budget proposal to the Committee with the request for a Committee decision to approve the same.

External resources' work on INCA Tasks will be recorded through detailed timesheets and valued at the contractually agreed tariff. Such timesheets will be submitted directly to the relevant contracting Party(ies) and then by such Party(ies) to the secretary of Committee (with a copy to the members of the relevant work group or task force).

Work group or task force leader work and the use of a Party's own internal resources will be recorded through timesheets at the Standard Daily Rate. If any work group or task force leader is in receipt of, with the approval of the Committee, assistance from any Party in connection with the performance of any one or more of the work group or task force leader tasks, this will be reported to the secretary of the Committee in the same manner.

When any INCA Task deliverable is produced, the relevant work group or task force leader will evaluate together with the members of such work group or task force:

- (i) the quality with which such deliverable has been performed with respect to the quality objectives provided at the start of the INCA Task; and
- (ii) the amount of INCA Costs incurred with respect to the budget for such INCA Task (if any) or with respect to the aggregate yearly budget (less the already incurred INCA Costs within such budget).



Findings from this evaluation process such as an initial underestimation of the anticipated effort or a lack of clarity in the initial INCA Task description must be used to improve the work group/task force management method.

**(b) Reporting to the secretary**

Individual members of a work group/task force allocated an INCA Task pursuant to the terms of this Annex V shall complete and under a best efforts obligation submit the relevant timesheets to the secretary of the Committee by no later than the 5<sup>th</sup> Business Day of the month following the month in which work is performed. The Secretary shall circulate the submitted timesheets to the relevant work group/task forces. The timesheets shall be reviewed and validated by the taskforce. The task force leader shall confirm validation or forward any proposed changes to the timesheets to the secretary of the Committee by no later than the 9<sup>th</sup> Business Day of the month following the month in which work is performed.

By exception, in the event that any one or more individual members of a work group/task force allocated an INCA Task pursuant to the terms of this Annex V fails for whatever reason to submit any relevant timesheet(s) by the 5<sup>th</sup> Business Day of the month following the month in which work is performed, the individual member may submit such timesheet(s) for inclusion in the next month's report to the secretary of the Committee, provided that such report shall clearly identify such late-reported items:

- (i) For internal costs: Exceptionally (subject to explicit INC approval) some deviation to the above mentioned provision may be accepted, provided there is a reasonable justification, in which case there should be a maximum of 1 month of delay after the original deadline.
- (ii) For external costs: If the contractor is systematically invoicing too late, the contracting NEMO should inform the INC. INC shall then decide what should be done to improve the situation.

The chairman of the Committee and any parties undertaking tasks for the Committee not otherwise covered under a particular TF shall complete their own timesheets on a fair basis and transmit them to the secretary of the Committee by no later than the 9<sup>th</sup> Business Day of the month following the month in which work is performed.

Third party external resources shall be required under the terms of their contracts to submit relevant timesheets to their contracting NEMO(s) by no later than the 5<sup>th</sup> Business Day of the month following the month in which work is performed. The relevant contracting NEMO(s) shall validate the time entries detailed in the timesheets supplied it are reported on a fair basis and forward the timesheets to the secretary of the Committee by no later than the 9<sup>th</sup> Business Day of the month following the month in which work is performed. It must be noted that the contracts with third party resources and the (possibly) associated power of attorney agreements may

contain additional approval steps (re: the approval of pro-forma invoices), which are not considered here but which also must be respected.

In the event that any work group/task force leader, or the chairman of the Committee or relevant contracting NEMO fails for whatever reason to submit any relevant timesheet(s) to the secretary of the Committee by the 9<sup>th</sup> Business Day of the month following the month in which work is performed, the relevant work group/task force leader, the chairman of the Committee or the relevant contracting NEMO (as the case may be) may submit such timesheet(s) to the secretary of the Committee for inclusion in the next month's report, provided that such report shall clearly identify such late-reported items, in which case there should be a maximum of 1 month of delay after the original deadline.

By no later than the 10<sup>th</sup> Business Day of each month following the month in which work is performed, the secretary of the Committee will collect from the work group or task force leaders or contracting NEMOs (in the case of sub-paragraph (i) below) details of the following by reference to each INCA Task under the responsibility of such work group or task force:

- (i) the time spent per external resource during the previous month
- (ii) the time spent per internal resource during the previous month
- (iii) the time spent by the chairman, secretary and work group or task force leaders in their duties during the previous month
- (iv) reasonable documentary evidence (including without limitation invoices) relating to the expenses incurred by the chairman, secretary and work group or task force leaders, external and internal resources during the previous month in performing their duties, provided in line with the provisions of this Annex.
- (v) any possible negative evaluation of the quality of any INCA Task deliverable or of the amount of time spent.

Save in respect of each month falling after the end of a calendar quarter, the secretary of the Committee shall process the information received in connection with paragraphs (i)-(v) above and shall prepare and submit on 15<sup>th</sup> Business Day of each month following the month in which work is performed an overview of the previous month's costs (the "**Monthly Report**") to the Cost Work Group/Task Force for validation and, following which, to the Committee for final approval.

In respect of each month falling after the end of a calendar quarter, the secretary of the Committee shall process the information received in connection with paragraphs (i)-(v) above and shall prepare and submit on the 10<sup>th</sup> Business Day of such month as the relevant Quarterly Report an overview of the previous month's costs together with details of the already validated Monthly Reports in respect of such calendar quarter to the Committee for final approval.

The secretary of the Committee shall procure that all timesheets (including from third parties) provided to it and all documentary evidence with respect to expenses provided to it by the chairman, secretary and work group or task force leader or any third party, in addition to all Monthly Reports and Quarterly Reports are made freely available to all the Parties by means of an

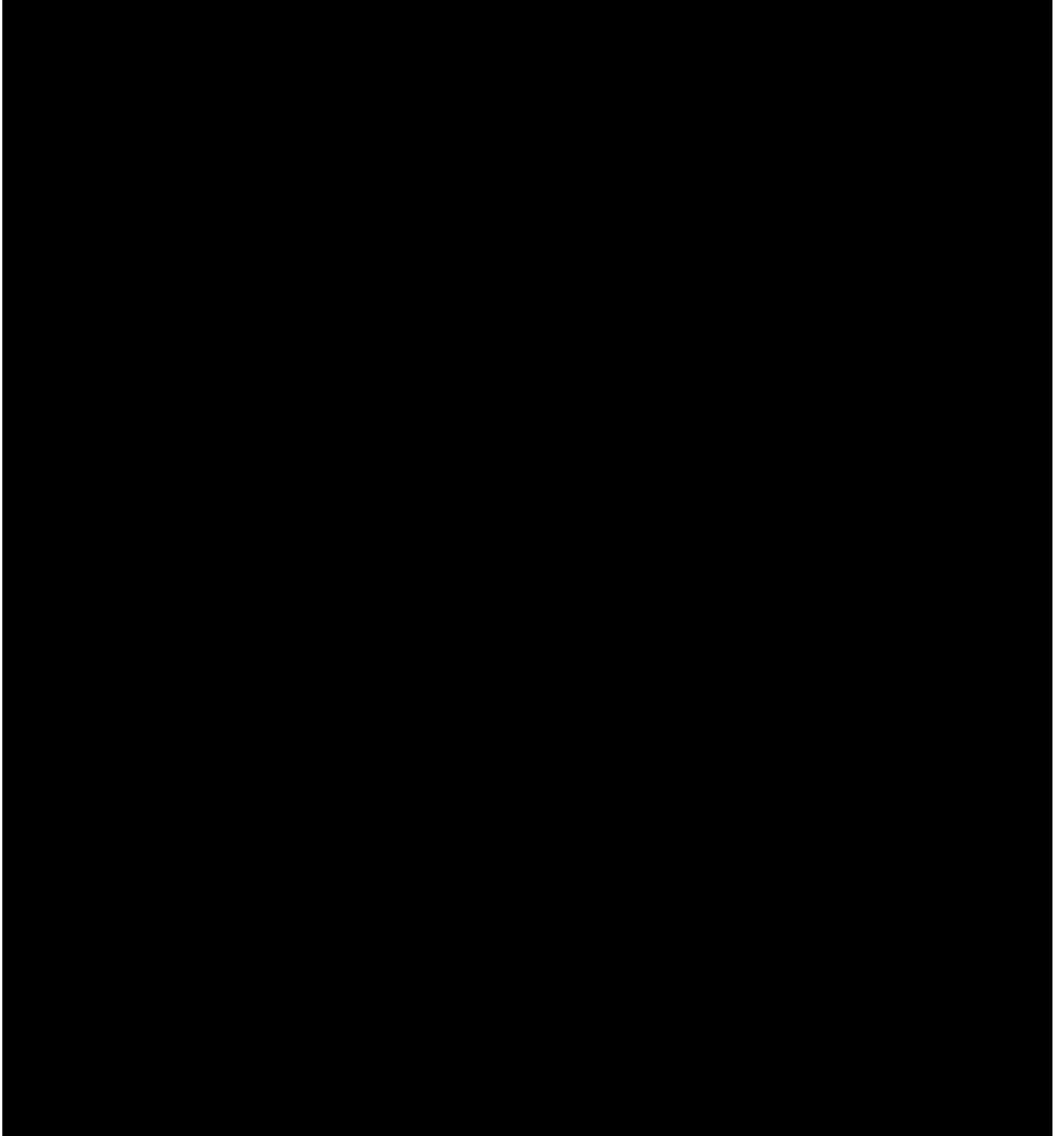
appropriate on-line document management system (for example, Project Place) prior to the approval of such costs.



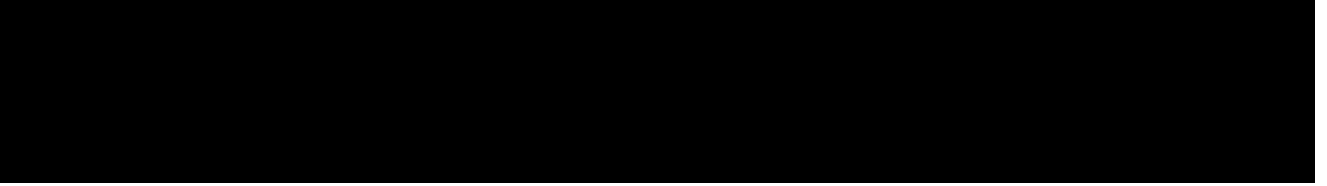
Attachment 3

ANNEX VI

EPEX/APX MERGER



5.



## Attachment 4

### **CONSOLIDATED INCA WITH FIRST AMENDMENT AGREEMENT PROVISIONS**