

## Amendment X

### To the CONSULTANCY SERVICE AGREEMENT

This Amendment X (hereinafter referred to as the "**Amendment X**") 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) **Nord Pool European Market Coupling Operator AS**, 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], hereinafter called "**Nord Pool 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], 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, and the share capital of 14.500.000,00 PLN paid in full amount, 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 138, Vasil Levski, Blvd., Sofia, 1527, 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**",
- (12) **EirGrid plc**, a company incorporated under the laws of Ireland, with V.A.T. number IE6358522H, having its registered office at The Oval, 160 Shelbourne Road, Ballsbridge Dublin 4, registered with the Company Registration Office under number 338522, hereinafter referred to as "**EirGrid**";
- (13) **SONI Limited**, a company incorporated under the laws of Northern Ireland, with V.A.T. number GB945676869, having its registered office at Castlereagh House, 12 Manse Road, Belfast BT6 9RT, UK, registered with the Companies House under number BT6 9RT, hereinafter referred to as "**SONI**";
- (14) **HELLENIC ENERGY EXCHANGE S.A.** (previously Operator of Electricity Market S.A. also called Lagie), a company incorporated under the laws of Greece, with V.A.T. number 801001623, having its registered office at 110, Athinon Avenue, 10442, Athens, Greece, registered in the commercial register at General Commercial Registry under number 146698601000, hereinafter referred to as "**HEEx**";
- (15) **OKTE, a.s.**, a company organised and existing under the laws of the Slovak republic, having its registered office at Mlynské nivy 48, 821 09,

Bratislava, Slovak republic, registered with District Court Bratislava I, Section Sa, File No. 5087/B under the number 45 687 862 and VAT n° SK2023089728, hereinafter referred to as "**OKTE**",

each of the parties (1) – (15) may hereinafter individually be referred to as "**NEMO**" and the parties (1) – (15) may hereinafter collectively be referred to as "**NEMOs**", or the "**CLIENT**"

and

(1) **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**"

NEMOs 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]



[REDACTED]

S. Therefore, the Parties have agreed to conclude this Amendment X:

**II.  
CLAUSES**

2.1 ADHERENCE OF NEW NEMOs

2.1.1 In deviation of Article 15 of the Agreement, as amended, EirGrid, SONI, HEnEX and OKTE (the Adhering Parties), hereby accede to the Agreement, as amended (it being understood that no accession declaration will be signed).

By signing this Amendment X, all Parties other than EirGrid, SONI, HEnEX and OKTE consent to this accession.

EirGrid, SONI, HEnEX and OKTE accept all the relevant rights and obligations of a Party under the Agreement (as amended, including by this Amendment X) as of the time of the entry into force of this Amendment X in accordance with Article 3.3 of this Amendment X.

The Parties agree that the accession to this Agreement by the Adhering Parties will be retroactively effective as of the following dates:

- For EirGrid, SONI, as of 12 June 2018
- For HEnEX: as of 12 June 2018
- For OKTE: as of 1 January 2020.

[REDACTED]

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

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

"The Agreement shall be in force until the 1st of January 2023, with the possibility for the NEMOs to extend after that term the duration of the Agreement by successive one (1) year extensions. The NEMOs shall notify the

CONSULTANT in writing their decision to extend the duration of the Agreement at the latest three (3) months before the expiry of the applicable term.”

2.3 The Parties agree to add new Article 14.12 which goes as follows:

“Parties shall process personal data in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). Parties may provide further information in this respect in Annex 1.”

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

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

### **III. FINAL PROVISIONS**

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

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

3.3 This Amendment X will come into force with retroactive effect as of 1.1.2021, provided that all Parties have signed this Amendment X by sending a signed scanned signatory page to the CONSULTANT, which will collect all (16) copies and forward them to the Parties. For evidence reasons, each Party shall also provide 16 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 X will come into force as of signing by all Parties with retroactive effect 1.1.2021.

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 X 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 X 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.

Confidential

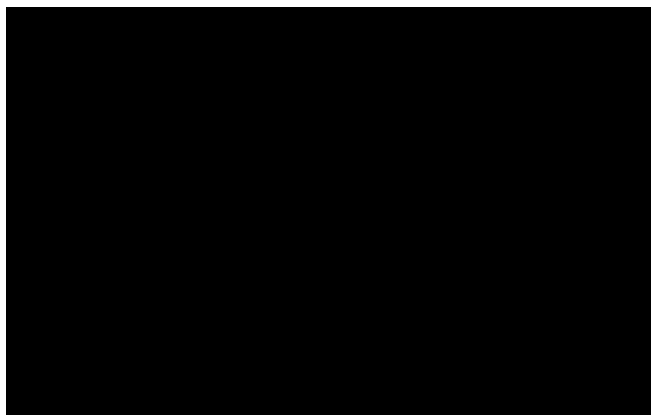
No confidential information shall be disclosed during the course of complying with such obligation, including by redacting all such confidential information from any materials or documents.

- Signature Pages Follow -

Confidential

Amendment X to the CONSULTANCY SERVICE AGREEMENT

**SIGNATORY PAGE – EPEX SPOT**

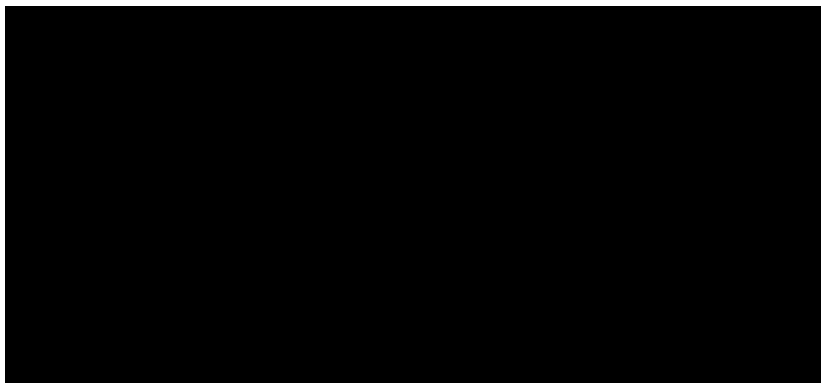




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Amendment X to the CONSULTANCY SERVICE AGREEMENT

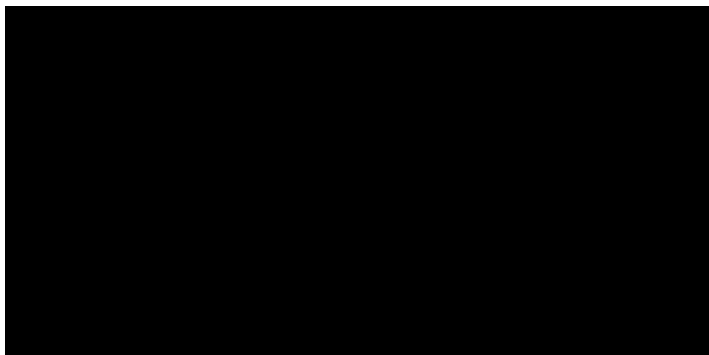
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Amendment X to the CONSULTANCY SERVICE AGREEMENT

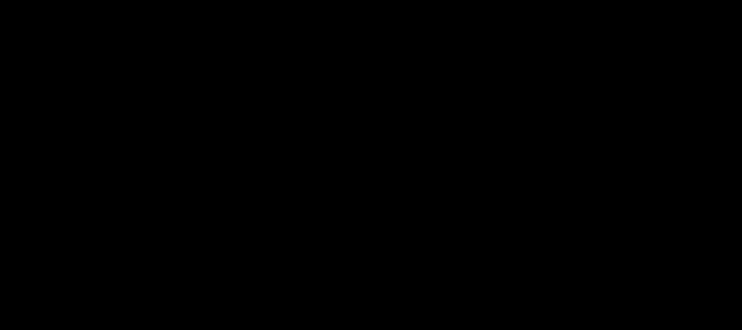
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Amendment X to the CONSULTANCY SERVICE AGREEMENT

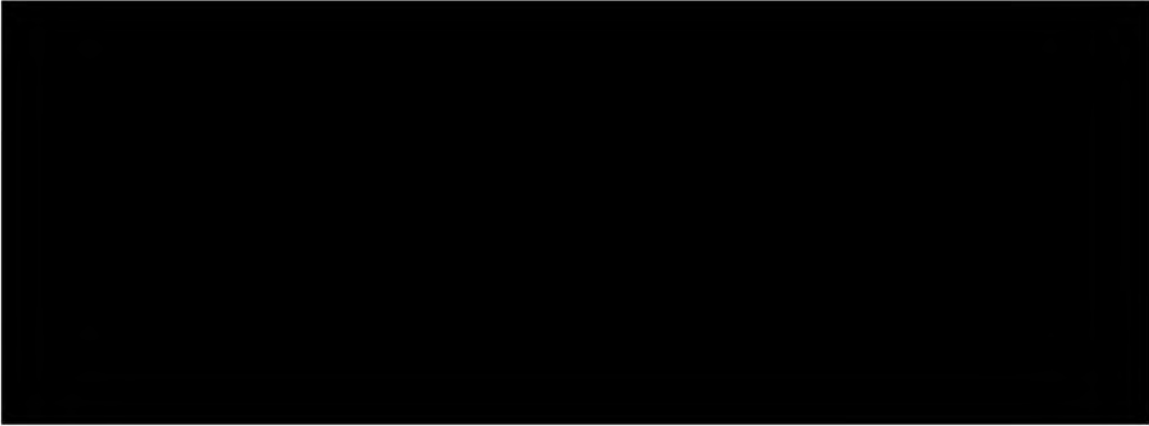
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Amendment X to the CONSULTANCY SERVICE AGREEMENT

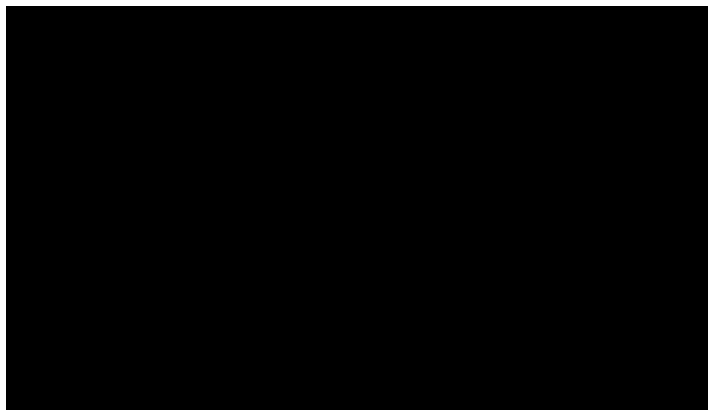
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Amendment X to the CONSULTANCY SERVICE AGREEMENT

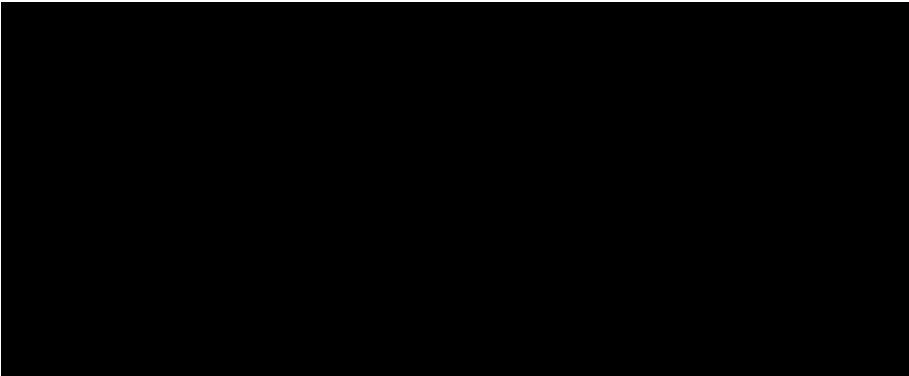
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Amendment X to the CONSULTANCY SERVICE AGREEMENT

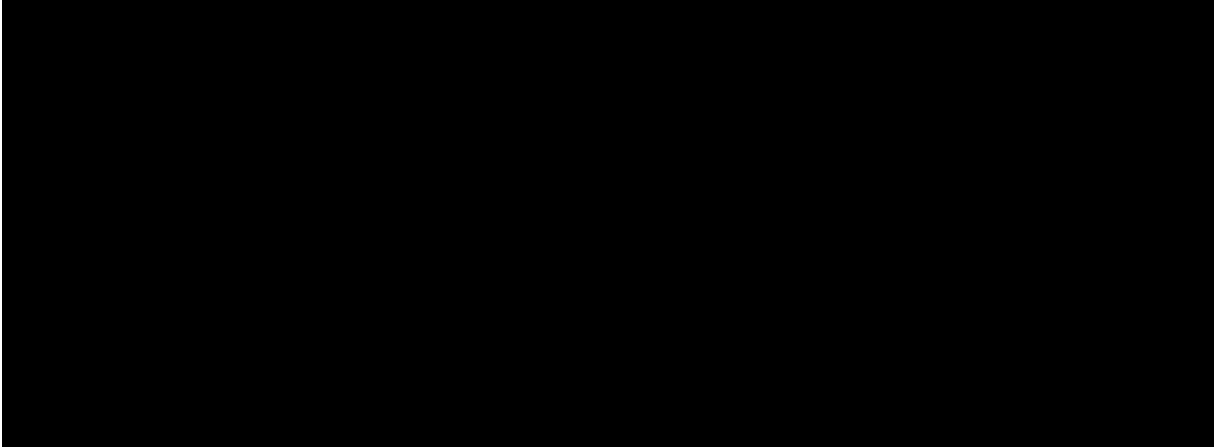
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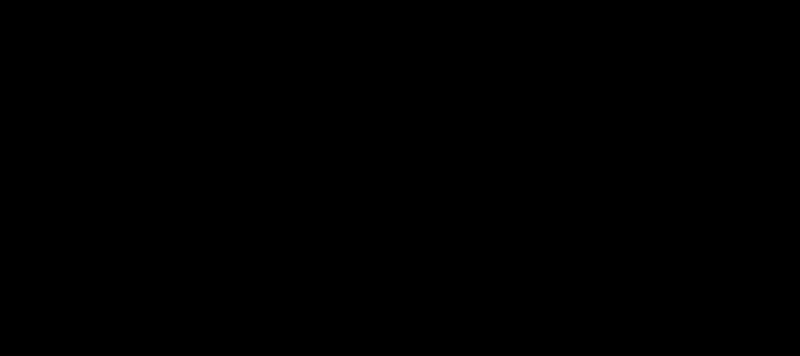
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Amendment X to the CONSULTANCY SERVICE AGREEMENT

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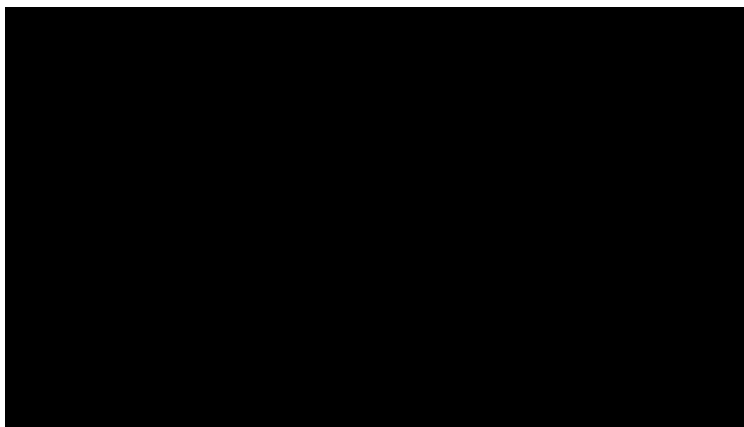




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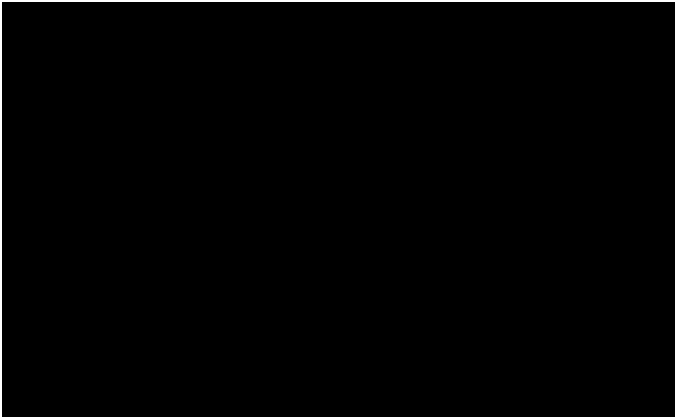
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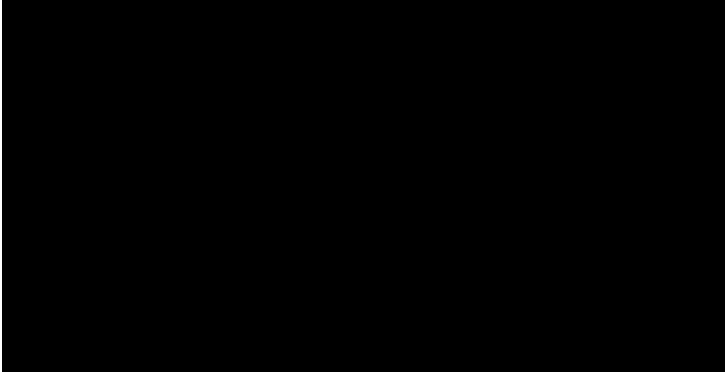
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Amendment X to the CONSULTANCY SERVICE AGREEMENT

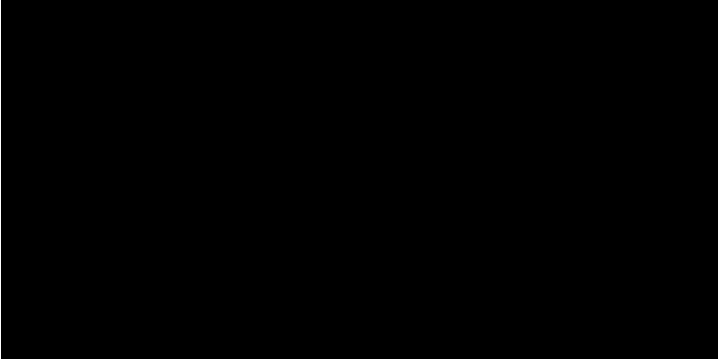
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Amendment X to the CONSULTANCY SERVICE AGREEMENT

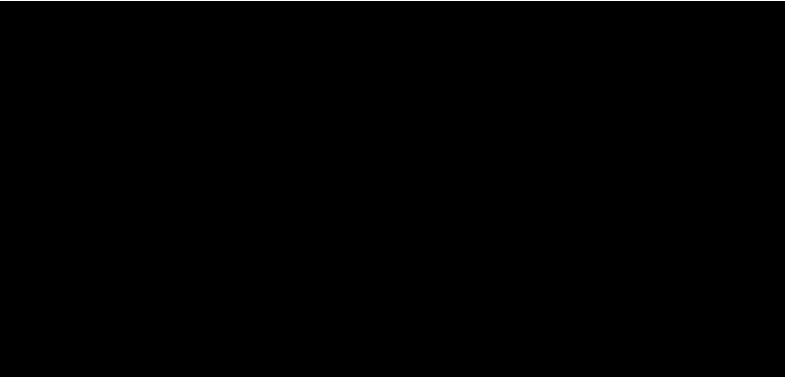
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Amendment X to the CONSULTANCY SERVICE AGREEMENT

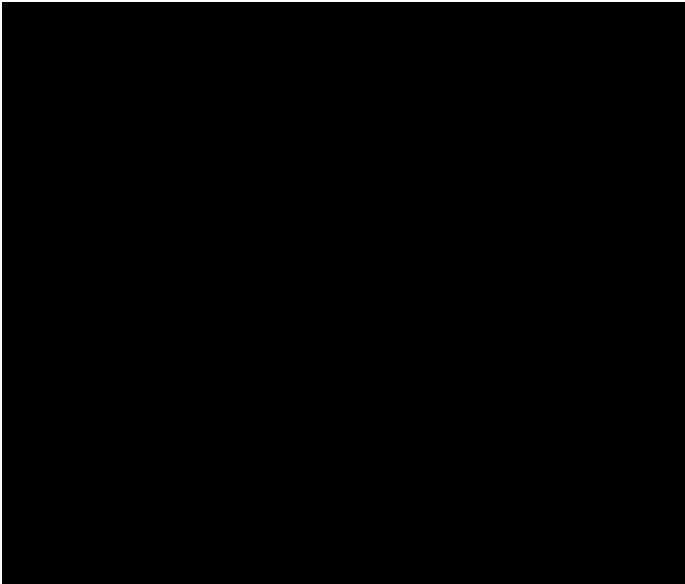
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Amendment X to the CONSULTANCY SERVICE AGREEMENT

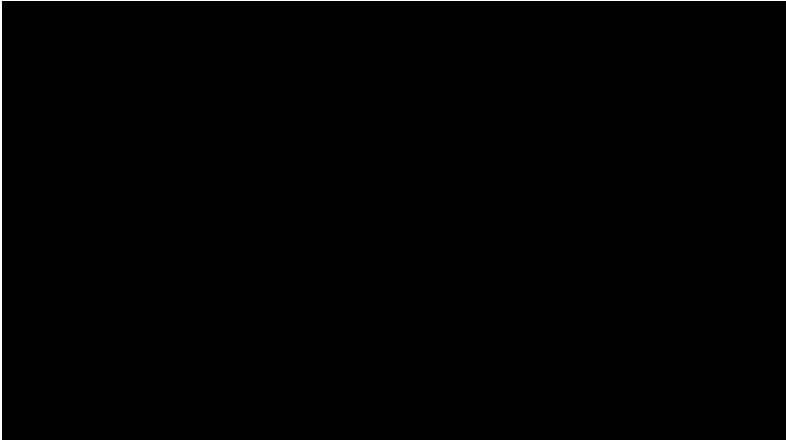
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Amendment X to the CONSULTANCY SERVICE AGREEMENT

**SIGNATORY PAGE - INDRA**



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

**Annex 1: Contact Information**

For INDRA

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For EPEX Spot

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For Nord Pool European Market Coupling Operator AS

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For OMIE

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**For Invoicing**

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For Nord Pool European Market Coupling Operator AS

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For GME - Struttura Amministrazione Finanza e Controllo

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For Steering Committee

Confidential

(email address for each Steering Committee Member)

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For OMIE

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For CROPEX



Confidential

For EirGrid

For SONI

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**Further information on data processing**

TGE: <https://tge.pl/Privacy-policy>

**Annex 2 to the Amendment X to the Consultancy Service Agreement:**

**“Annex 2: Services”**

**1. Services**

This Agreement assigns to CONSULTANT the provisions of the Project Management Office (PMO) services as of the first of January 2021 until the expiration of this Consultancy Service Agreement

The Services provided by the CONSULTANT under this Amendment X shall consist of the provision of the following activities:

[Redacted list of activities]

**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 under Amendment X**

The Services under this Amendment X are provided since January 1<sup>st</sup> 2021

**4. Expected duration of the Services**

Till January 1<sup>st</sup>, 2023, with the possibility of entering into extension agreements, if needed, consistently with art 4.2 of the main body of this agreement.

**5. CONSULTANT’s availability**

[REDACTED]

**6. Fee**

<b><i>Rates for the particular roles/people for year 2021 and for year 2022</i></b>	<i>Rate</i>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

*The prices (daily rates) are exclusive of VAT and Costs.*

**7. Other information if applicable**

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