

**Düsseldorf**  
Freshfields Bruckhaus Deringer Rechtsanwälte  
Steuerberater PartG mbB  
Feldmühleplatz 1  
40545 Düsseldorf

www.freshfields.com

Doc ID

Our Ref

25<sup>th</sup> August 2022

## ENGAGEMENT AND REMUNERATION AGREEMENT

Dear [REDACTED],

We refer to the Request for Proposal (hereinafter “RFP”) as of July 19, 2022 to our Email conversation on August 3, 2022. We, Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB (registered in Partnerschaftsregister Frankfurt am Main Registernummer PR 2677 / VAT No. DE322853242) (hereinafter “Freshfields Bruckhaus Deringer” or “we” or “us”) are pleased to enter into this Engagement and Remuneration Agreement with the following Nominated Electricity Market Operators

BSP Energy Exchange LL C (“BSP”) a company incorporated under the laws of Republic of Slovenia in the form of an LL C (limited liability company), with its principal place of business at Dunajska cesta 156, 1000 Ljubljana, Slovenia, and registered at the district court of Ljubljana under registration n° 3327124000 and VAT n° SI37748661;

CROATIAN POWER EXCHANGE Ltd. (“CROPEX”), a company incorporated under the laws of Republic of Croatia, having its registered office at Slavonska avenija 6/A, 10000 Zagreb, Croatia, registered in the commercial register at the commercial court of Zagreb under number 080914267 and VAT n° HR14645347149;

EirGrid plc (“EirGrid”), a company incorporated under the laws of Ireland, having its registered office at The Oval, 160 Shelbourne Road, Ballsbridge Dublin 4 and registered with the Company Registration Office under number 338522 and VAT no IE6358522H;

EPEX SPOT SE (“EPEX”), a company incorporated and existing under the laws of France in the form of a societ  europ e, having its registered office at 5 boulevard Montmartre, F-75002 Paris, registered in the commercial register of Paris (R.C.S. Paris) under the number 508 010 501 and VAT n° FR 10508010501

Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater Partnerschaftsgesellschaft mit beschränkter Berufshaftung (Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB) has its seat in Frankfurt am Main and is registered with the partnership register of the Amtsgericht Frankfurt am Main with registered number PR 2677. For further regulatory information please refer to [www.freshfields.com/support/legalnotice](http://www.freshfields.com/support/legalnotice).

A list of all members of Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB is available on request. The reference to "partners" means members of Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB as well as consultants and employees of Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB with equivalent standing and qualifications who are not members of the partnership.

Gestore dei Mercati Energetici S.p.A. (“GME”), a company duly organized 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;

HUPX Hungarian Power Exchange Company Limited by Shares (“HUPX Ltd.”), a company incorporated 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 number 01-10-045666 and VAT. n° HU13967808;

Independent Bulgarian Energy Exchange (“IBEX”), a company incorporated under the laws of Bulgaria, having its registered office at 138, Vasil Levski, , Sofia, 1527, Bulgaria, registered in the commercial register at Bulgarian registry agency under number 202880940 and VAT n° BG202880940;

Nord Pool European Market Coupling Operator AS (“Nord Pool”), a company incorporated and existing under the laws of Norway, having its registered office at Lilleakerveien 2A - 0283, Oslo, Norway, and registered in the register of business enterprises of Norway under the number 984 058 098 and VAT n° NO984058098;

OKTE, a.s., (“OKTE”), a company duly organised and existing under the laws of Republic of Slovakia, with registered office in Mlynské nivy 48, 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;

OMI, POLO ESPAÑOL, S.A. (“OMIE”), a company incorporated and existing under the laws of Spain, having its registered office at Alfonso XI n° 6, 4aplanta, 28014 Madrid, Spain, and registered in the commercial register of Madrid under section 8, hoja: M-506799 and VAT n° ESA86025558;

HELLENIC ENERGY EXCHANGE S.A. (“HEEx”) (previously Operator of Electricity Market S.A. also called Lagie), a company incorporated under the laws of Greece, having its registered office at 110, Athinon Avenue, 10442, Athens, Greece, registered in the commercial register at General Commercial Registry under number 146698601000, with V.A.T. n° 801001623;

Operatorul Pieței de Energie Electrică și de Gaze Naturale “OPCOM” SA (“OPCOM”), a company incorporated and existing under the laws of Romania, having its registered office at Bd. Hristo Botev 16-18, sector 3, București, CP.030236, Romania, and registered with the commercial register under the number J40/7542/2000 and VAT n° RO13278352;

OTE, a.s. (“OTE”), a company incorporated and existing under the laws of the Czech Republic, having its registered office at Sokolovská 192/79, 186 00 Prague, Czech Republic, and registered with the commercial register in municipal court of Prague, Section B 7260 under the number 264 63 318 and VAT n° CZ26463318; OTE’s contract number: ██████;

SONI Limited (“SONI”), a company incorporated under the laws of Northern Ireland, with V.A.T. number GB945676869, having its registered office at Castlereaugh House, 12 Manse

Road, Belfast BT6 9RT, UK and registered with the Companies House under number BT6 9RT;

Towarowa Giełda Energii S.A. (“TGE”) a company incorporated under the laws of the Republic of Poland, with VAT number PL 5272266714, having its registered office at Książęca 4, 00-498 Warszawa, Poland and registered in the commercial register at 12th Commercial Department of the National Court Register in Warszawa under number 0000030144 with the share capital paid in full in an amount of 14.500.000,00 PLN;

EXAA Abwicklungsstelle für Energieprodukte AG (“EXAA”), a company incorporated under the laws of Austria, having its registered office at Palais Liechtenstein, Alserbachstrasse 14-16, A-1090 Vienna, registered in the commercial register at Handelsgericht Wien under number FN 210730y and V.A.T. ATU52153208;

(hereinafter “NEMOs”, or “you”) on the terms below.

### **Our Team**

#### **Lead Partner/Main Contact:**

██████████

#### **Other Team Members:**

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**Telephone:** ████████████████████

**Email:** ████████████████████████████████

We will inform you if other or additional lawyers and/or assistants will be involved, stating the names of the relevant lawyers and/or assistants including their respective seniority and relevant hourly rates.



adverse representations are foreseeable to you, and you waive your right to object to our representation of current or future clients in the Unrelated Other Representation(s) as described. We understand you are experienced in retaining counsel and have fully considered any potential risks of agreeing to this advance waiver of conflicts. We recommend you discuss this waiver with corporate in-house counsel or independent outside counsel of your choice.

### **Authorisation for Release from our Lawyers' Professional Confidentiality Obligation**

If we in agreement with you engage external service providers or use certain software products in relation to our work on the matter (e.g. external translators, data room operators, online platforms for exchanging information, e-search providers etc.), you accept that we send these service providers certain matter-related information. You are also in agreement that we provide matter-related information to our professional indemnity insurance and our own advisors (particularly to our auditors) for regulatory or mandatory contract-related reasons. Insofar as these parties themselves are not already statutorily bound by confidentiality obligations regarding the service to be rendered, we will oblige our external service providers and contractual partners to observe confidentiality in accordance with the legal provisions.

We are entitled to process our know-how we develop in the context of our legal services for you for our internal knowledge management, in particular our databases, and to save it there and make it available exclusively for internal research purposes. With regards our worldwide work and close cooperation with the other Freshfields Bruckhaus Deringer entities, we are entitled to share information on the matter we are serving for you with these other Freshfields Bruckhaus Deringer companies. Under no circumstances will we disclose such information to other clients.

## REMUNERATION AGREEMENT

### 1. Our Fees

As discussed, we have entered into the following Remuneration Agreement:

Our legal services in this mandate will be remunerated for time spent on the matter. For this purpose, in accordance with the seniority of the lawyers acting for you (also in the event that they are consulted subsequently), the hourly rates reflected in the following table shall apply:

	Rates
Partner	████
Counsel	████
Senior associates (5th year +)	████
Mid-level associates (3rd and 4th year)	████
Junior associates (2nd year)	████
Junior associates (1st year)	████
Transaction Lawyers, Trainees, Paralegals,	████

Translator	██████████
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The aforementioned hourly rates are plus value-added tax (VAT) at the applicable statutory rate.

Our legal services in this mandate with regard to provide a legal memorandum on the issues listed in the scope of work as described above will be subject to a capped fee of ██████████ at the applicable statutory rate, and plus disbursements, if any (see below). Any amendments, changes or revisions of the legal memorandum and any review of further legal issues upon request by you will be remunerated for time spent according to the above mentioned hourly rates.

### 3. Disbursements

In addition to the remuneration agreed above, the following disbursements incurred by us plus value-added tax (VAT) at the applicable statutory rate (where incurred) shall be paid by you:

- the costs for flights as follows:
  - Flights up to 3 hours' duration: Economy Flex fare
  - Flights with more than 3 hours' duration: Business fare
- the costs of train journeys 1st class plus reservation;
- the costs of taxi journeys within the city area;
- daily allowance and absence allowance for business travel that are provided for by the RVG;
- any other reasonable disbursements incurred as a result of business travel;
- costs for postal and courier services, for translation or other language services, for court fees and administrative fees disbursed and for other comparable expenses in the actual amount incurred;
- the costs we incur due to sub-contracting external firms and other external service providers as well as due to the use of special software

### 4. Billing

The billed fees as well as the billed disbursements, in each case plus value-added tax (VAT) at the applicable statutory rate, shall be due for payment within one month after the receipt of the relevant bill and shall be paid via bank transfer to Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB.

Each bill should at least fulfil accounting standards in accordance with Council Directive 2006/112/EC, thus each bill should include at least the following points: (a) business name, registered office/seat of provider of services; (b) tax identification number (VAT number) of provider of services; (c) business name, registered office/seat of recipient of services; (d) tax identification number (VAT number) of recipient of services; (e) number of the invoice; (f) subject of performance; (g) date on which the supply of services was made or completed (delivery date); (h) date of issue of invoice; (i) the tax base – price before VAT; (j) statement that the Freshfields Bruckhaus Deringer is liable for payment of VAT and that the supply of services is subject to the reverse charge procedure in accordance with Articles 44 and 226 (11a) Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax.

In order to be able to perform payment obligations, Freshfields Bruckhaus Deringer must provide Nominated Electricity Market Operators with its valid tax residency certificate before issuing the first bill.

Please pay all amounts billed by us only to the account of Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB at Deutsche Bank AG, with IBAN DE48 5007 0010 0092 5669 00. If invoice amounts are shown in USD, the following account at Deutsche Bank AG, with IBAN DE91 5007 0010 0092 5669 02 is also correct. Should you have different bank details, especially in an invoice addressed to you, please be particularly cautious and contact us first so we can check these bank details.

#### 5. Advance Payment

We are entitled to claim a reasonable advance payment for the fees and disbursements incurred and likely to be incurred in the future.

### **Applicable Law, Exclusion of Ordinary Courts**

This Engagement Letter and Remuneration Agreement and all rights and obligations resulting from it, are subject to German law.

All disputes arising in connection with this agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit e.V. - DIS*) without recourse to the ordinary courts of law. The place of arbitration shall be Berlin. The number of arbitrators shall be three. The substantive law of Germany shall be applicable. The language to be used in the arbitral proceedings shall be English.

### **Severability Clause**

If any provision of this agreement should be or become invalid in total or in part the other provisions shall remain unaffected. Any such invalid provision will be replaced by such valid provision which comes closest to the economic purpose of the invalid provision. The same applies accordingly if this agreement should contain a gap.

### **Miscellaneous**

Freshfields Bruckhaus Deringer and the NEMOs are aware that TGE has the status of a large enterprise, as defined in Article 4 (6) of the Polish Act on counteracting excessive delays in commercial transactions (Dz.U. [Journal of Laws] from 2020, item 935, 1086, as amended). This status is also defined in Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty on the Functioning of the European Union (OJ EU L 187, 26 June 2014, as amended).

This Engagement and Remuneration Agreement enters into force on the 3<sup>rd</sup> of August 2022 following the completion of the signature process.

Freshfields Bruckhaus Deringer and the NEMOs are aware of the fact that OTE, a.s., irrespective of the applicable law of this Engagement and Remuneration Agreement, has a national legal obligation within the meaning of Section 2 (1) of Act No. 340/2015 Coll., *on special conditions for the entry into force of certain contracts, publishing and for the Registry of Contracts* according to which the entry into force of this First Agreement is subject to prior publication of this Engagement and Remuneration

Agreement (with confidential parts blackened out) in the National Contract Registry of the Czech Republic.

**Applicability of our General Terms of Engagement**

Along with this Engagement and Remuneration Agreement, our General Terms of Engagement apply exclusively as amended; the currently applicable version is enclosed herein.

Please do not hesitate to contact us if you have any questions on the terms of this agreement. Otherwise, to confirm your acceptance of this agreement, we ask you to sign and return to us a countersigned copy of this agreement.

Yours sincerely

On behalf of Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB:

Düsseldorf, August 3, 2022

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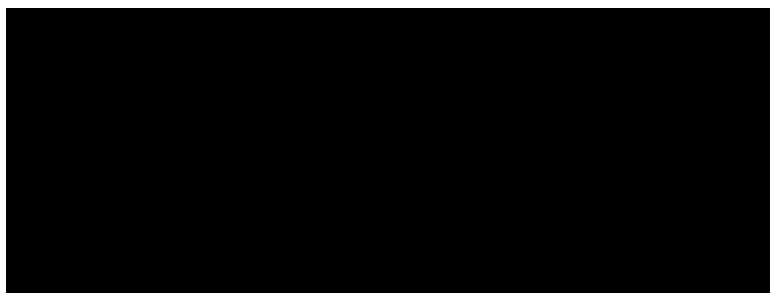




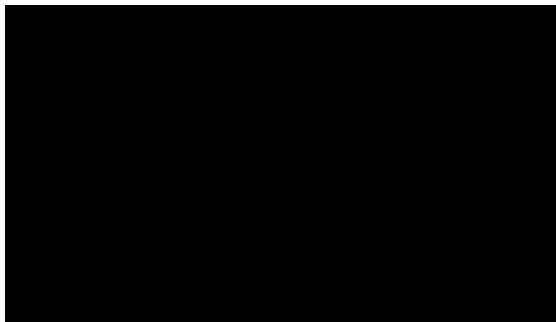
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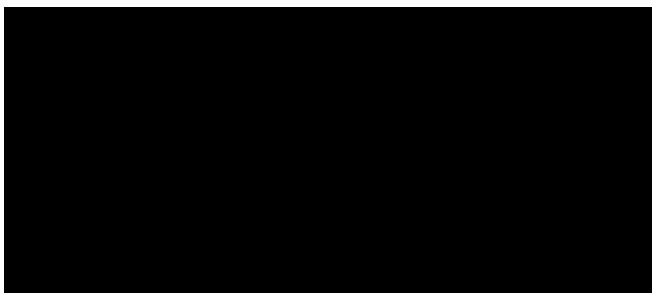
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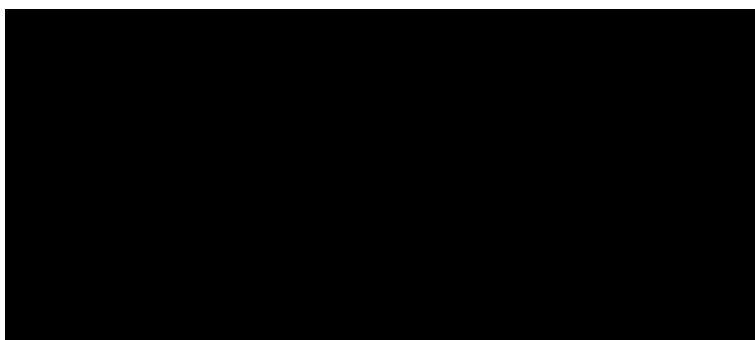
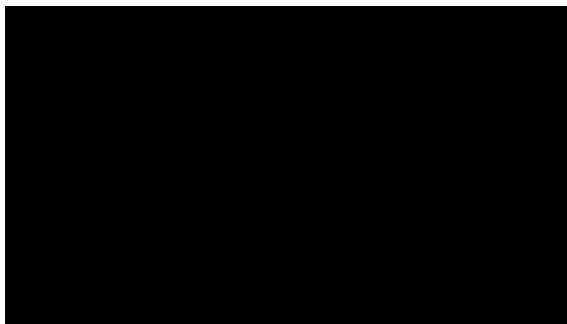
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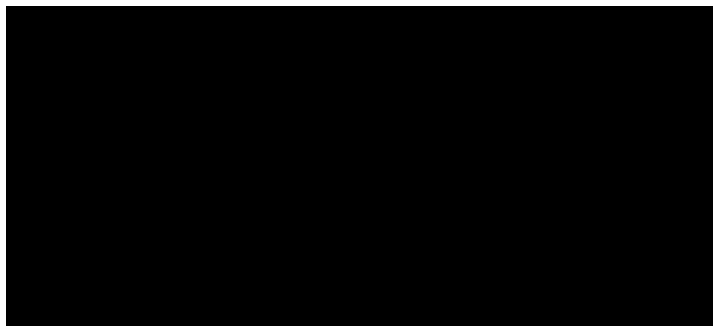
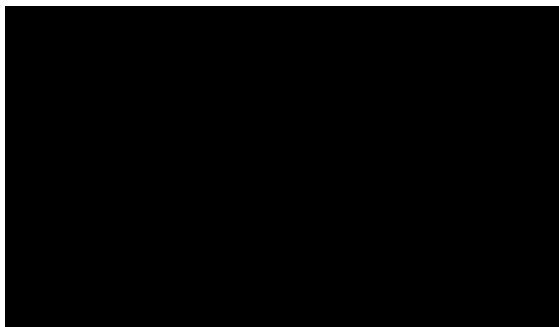
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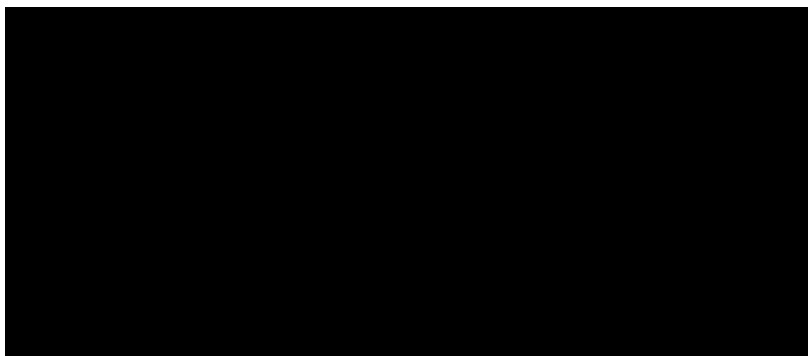
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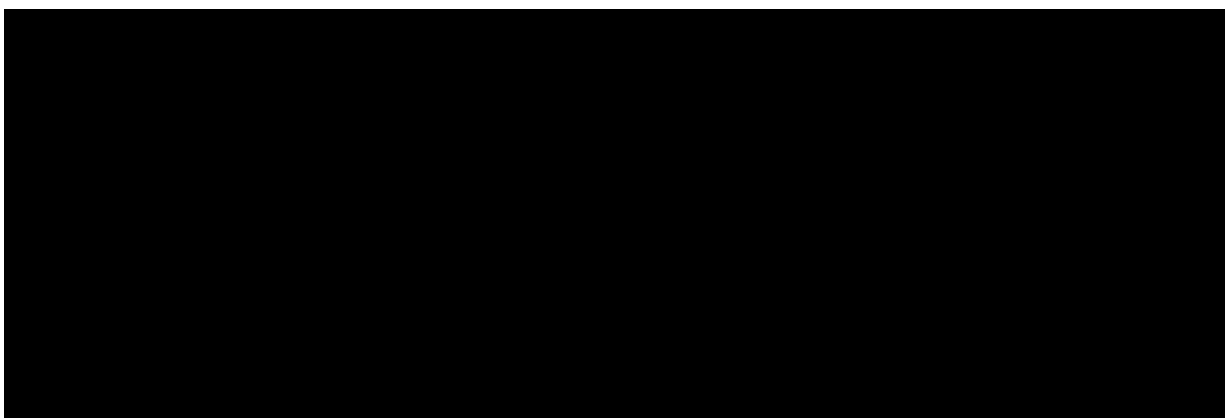
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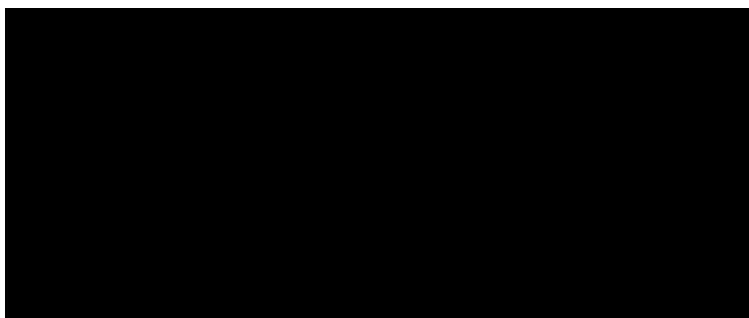


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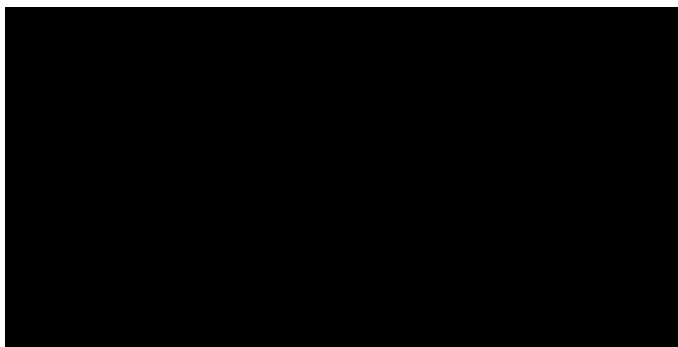




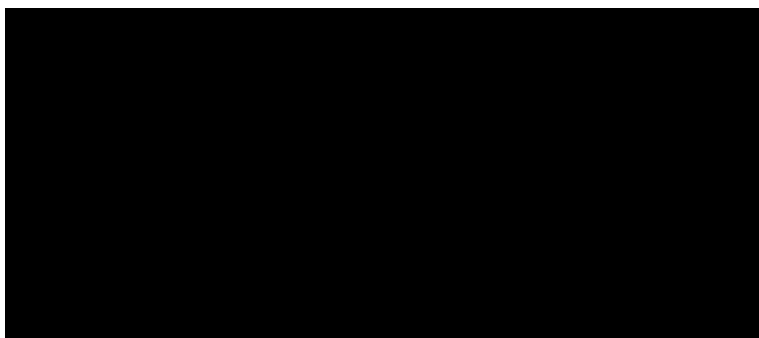
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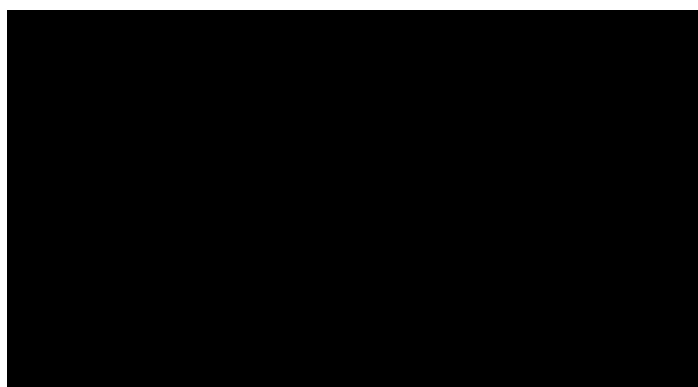
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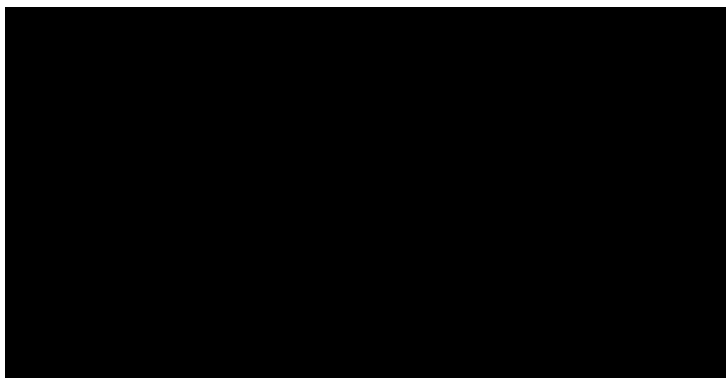
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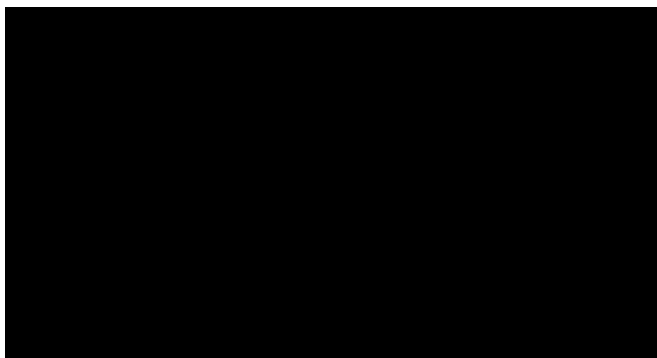
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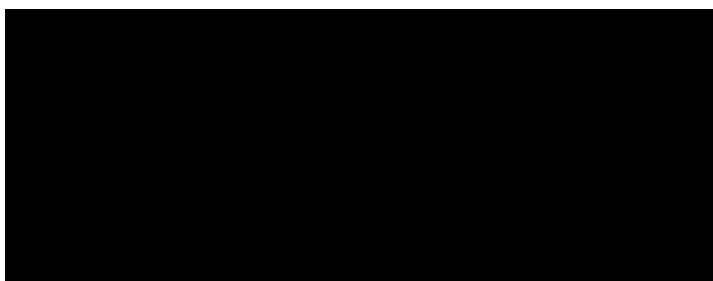
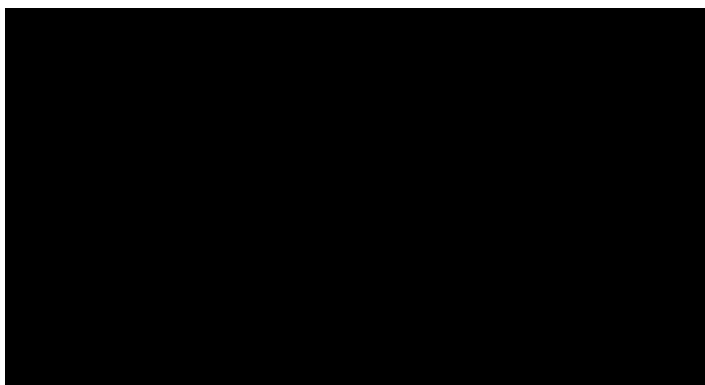
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