

PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC

Agreement No: CXA23TH022

CONTRACTING PARTIES BETWEEN:

TSOs:

1. **50Hertz Transmission GmbH**, a company incorporated under the laws of Germany, with V.A.T. number DE813473551, having its registered office at Heidestraße 2, 10557 Berlin, Germany, registered under the number HRB 84446 B (Amtsgericht Charlottenburg), hereinafter referred to as "**50Hertz**";

2. **AFFÄRSVERKET SVENSKA KRAFTNÄT**, a Swedish state utility, with V.A.T. number SE202100428401, having its registered office at Svenska kraftnät, P.O. Box 1200, SE-172 24 Sundbyberg, Sweden, registered under number 202100-4284, hereinafter referred to as "**SVENSKA KRAFTNÄT**";

3. **Amprion GmbH**, a private limited liability company (Gesellschaft mit beschränkter Haftung) organised and existing under the laws of Germany, having its registered office at Robert-Schumann-Str. 7, 44263 Dortmund, Germany, and registered in the commercial register at Amtsgericht Dortmund under the number HRB 15940, hereinafter referred to as "**Amprion**";

4. **AS "Augstsprieguma tikls"**, a company incorporated and validly existing under the laws of the Republic of Latvia, with V.A.T. number LV40003575567, having its registered office at Darzciema Street 86, Riga, LV-1073, Latvia, and registered with the Commercial Register of the Republic of Latvia with the registration number 40003575567, represented by two Members of the Management Board acting pursuant to basis of the Articles of Association and the Power of Attorney, hereinafter referred to as "**AST**";

5. **Austrian Power Grid AG**, a company incorporated under the laws of Austria in the form of an AG, with V.A.T. number ATU46061602, with registered office at IZD Tower, Wagramer Str.19, 1220 Wien, Austria, registered with Commercial Court in Vienna with number FN 177696v, hereinafter referred to as "**APG**";

6. **Baltic Cable AB**, a company organised and existing under the laws of Sweden, having its registered office at Gustav Adolfs Torg 47, SE-211 39 Malmö, Sweden and registered with Bolagsverket under the number 556420-6026 and VAT n° SE55642060260, hereinafter referred to as "**BALTIC CABLE**";

7. **ČEPS, a.s.**, a company founded and duly existing in accordance with the laws of the Czech Republic and registered in the Company Register administrated by the Municipal Court in Prague, Section B, File 5597 with registered office located at Elektrárenská 774/2, 101 52 Prague 10, the Czech Republic; Registration Number of the Company (IČ): 257 02 556, hereinafter referred to as "**ČEPS**";

8. **CREOS Luxembourg S.A.**, a company incorporated under the laws of Luxembourg, with V.A.T. number LU10320554, having its registered office at 105, rue de Strassen in L-2555 Luxembourg, registered in the commercial register at Luxembourg under number B. 4513, hereinafter referred to as "**CREOS**";

9. **Croatian Transmission System Operator Plc.**, a company incorporated under the laws of Croatia, with V.A.T. number 13148821633, having its registered office at Kupska 4, 10 000 Zagreb, Croatia, registered in the commercial register at Commercial Court in Zagreb under number 080517105, hereinafter referred to as "**HOPS**";

10. **EIRGRID plc**, a company incorporated under the laws of the Republic of Ireland, with V.A.T. number IE6358522H, having its registered office at the Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4, Ireland, registered in the under the number 338522, hereinafter referred to as "**EIRGRID**";

11. **ELECTRICITY SYSTEM OPERATOR EAD**, a company incorporated under the laws of BULGARIA, in the form of an EAD (sole-owner joint stock company), having its registered office at 201, Tsar Boris III Blvd., 1618 Sofia, Bulgaria, registered with the General Commercial Register under the number 175201304, with VAT identification number BG 175201304, hereinafter referred to as "**ESO**";

12. **ELERING AS**, a company incorporated under the laws of Estonia, with V.A.T. number EE100889639, having its registered office at Kadaka tee, 42, 12915 Tallinn, Estonia, registered in the commercial register at Estonia under number 11022625, hereinafter referred to as "**ELERING**";

13. **ELES, d.o.o.**, sistemski operater prenosnega elektroenergetskega omrežja, a company incorporated under the laws of Slovenia, with registered office at Hajdrihova 2, SI-1000 Ljubljana, Slovenia, registered at the District Court of Ljubljana under entry number 1-09227-00 and registration number 5427223000, hereinafter referred to as "**ELES**";

14. **ELIA Transmission Belgium SA/NV**, a company incorporated under the laws of Belgium, with V.A.T. number BE731852231, having its registered office at Boulevard de l'Empereur, 20, 1000 Brussels, Belgium, registered in the commercial register at Brussels under number 0731.852.231, hereinafter referred to as "**ELIA**";

15. **Energinet Systemansvar A/S**, a company incorporated under the laws of Denmark, with V.A.T. number 39314959, having its registered office at Tonne Kjærsvvej 65, 7000 Fredericia, registered in the commercial register at Commercial Register in the Danish Business Authority under number 39314959, hereinafter referred to as "**ENERGINET**";

16. **FINGRID OYJ**, a company incorporated and existing under the laws of Finland, with V.A.T. number FI10728943, having its registered office at Lökkisepäntie 21, P.O.Box 530, FI-00101 Helsinki, with Commercial Register in Helsinki no 1072894-3, hereinafter referred to as "**FINGRID**";

17. **Independent Power Transmission Operator S.A.**, a company incorporated under the laws of Greece, registered in the General Commercial Registry under number 4001001000, the head offices of which are located at 89 Dyrachiou & Kifisou Str. 10443, Athens – Greece, with EU Community VAT identification number: EL 099877486, hereinafter referred to as "**ADMIE**" or "**IPTO**";

18. **Kraftnät Åland Ab**, a company incorporated under the laws of Finland, registered with V.A.T. number 1068562-1, having its registered office at Dalvägen 3, 22150 Jomala, Finland, register in the Patent- och registerstyrelsen under the number 1068562-1, hereinafter referred to as "**KRAFNÄT**";

19. **LITGRID AB**, a limited liability company, incorporated under the laws of the Republic of Lithuania, with V.A.T number LT 100005748413, having its registered offices at Karlo Gustavo Emilio

Manerheimo st. 8, 05131 Vilnius, Lithuania, having the registration number 302564383 in the Register of Legal Entities, hereinafter referred to as "**LITGRID**";

20. **MAVIR Magyar Villamosenergia-ipari Átviteli Rendszerirányító Zártkörűen Működő Részvénytársaság** (MAVIR Hungarian Independent Transmission Operator Company Ltd.), a company founded and duly existing in accordance with the laws of Hungary and registered in the Company Register administrated by the Budapest Metropolitan Court with registered office located at H-1031 Budapest, Anikó u. 4., Hungary; Registration Number of the Company: 01-10-044470, , hereinafter referred to as "**MAVIR**";

21. **National Power Grid Company Transelectrica S.A.**, a company incorporated under the laws of Romania, with V.A.T. number RO13328043, having its registered office at 2-4 Olteni Street, 3rd District, 030786 Bucharest, Romania, registered in the commercial register at the Bucharest Trade Registry under number J40/8060/2000, hereinafter referred to as "**TRANSELECTRICA**";

22. **Polskie Sieci Elektroenergetyczne S.A.**, a company incorporated under the laws of Poland, with V.A.T. number PL5262748966, having its registered office at Warszawska 165, 05- 520 Konstancin-Jeziorna, Poland, registered in the commercial register at District Court for the Capital City of Warsaw, 14th Commercial Department of the National Court Register under number KRS 0000197596 and the share capital of 9.605.473.000,00 PLN paid in full amount, hereinafter referred to as "**PSE**";

23. **Red Eléctrica de España, S.A.U.** , a company incorporated under the laws of Spain, with V.A.T. number ESA85309219, having its registered office at Paseo Conde de los Gaitanes, 177, La Moraleja, 28109 Alcobendas (Madrid), Spain, registered in the Commercial Register at Madrid under Sheet M-452031, Section 8, Page 195, Volume 25097, hereinafter referred to as "**REE**";

24. **REN – Rede Eléctrica Nacional, S.A.**, a company incorporated under the laws of Portugal, with V.A.T. number PT507866673, having its registered office at Avenida dos Estados Unidos da América, 55, 1749-061 Lisboa - Portugal, registered in the commercial register at Lisbon under number 507 866 673, hereinafter referred to as "**REN**";

25. **RTE Réseau de Transport d'Electricité**, a company incorporated under the laws of France, with V.A.T. number FR19444619258, having its registered office at Immeuble WINDOW – 7C Place du Dôme - 92 073 PARIS LA DEFENSE Cedex, France, registered in the commercial register at Nanterre under number 444 619 258, hereinafter referred to as "**RTE**";

26. **Slovenská elektrizačná prenosová sústava, a.s.**, a company founded and duly existing in accordance with the laws of the Slovak Republic and registered in the Company Register administrated by the District Court Bratislava I, Section Sa, File 2906/B with registered office located at Mlynské nivy 59/A, 824 24 Bratislava 26, the Slovak Republic; Registration Number of the Company (IČO): 358 29 141, hereinafter referred to as "**SEPS**";

27. **SONI Limited**, a company incorporated in Northern Ireland, with V.A.T. number GB945676869, having its registered office at 12 Manse Road, Belfast, Co Antrim, BT6 9RT. SONI with registered number NI38715, hereinafter referred to as "**SONI**";

28. **STATNETT SF**, a state owned enterprise (statsforetak), incorporated under the laws of Norway, with V.A.T. number NO962986633, having its registered office at Nydalen Allé 33, P.O. Box 4904

Nydalen, 0423 Oslo, Norway, with registration no. 962 986 633, hereinafter referred to as "**STATNETT**";

29. **TENNET TSO B.V.**, a company incorporated under the laws of the Netherlands, with V.A.T. number NL815310456B01, having its registered office at Arnhem, Utrechtseweg 310, P.O. Box 718, 6800 AS, the Netherlands, registered in the commercial register of the Chamber of Commerce under number 09155985, hereinafter referred to as "**TennetT**";

30. **Tennet TSO GmbH**, a company incorporated under the laws of Germany, having its registered office in Bayreuth, Berneckerstrasse 70, 95448 Bayreuth, Germany, registered in the commercial register of the district court of Bayreuth under number HRB 4923, hereinafter referred to as "**TTG**";

31. **TERNA - Rete Elettrica Nazionale S.p.A.**, a company incorporated under the laws of Italy, with tax code and V.A.T. number 05779661007, registered at the Rome Register of Companies, with registered office at Viale Egidio Galbani 70 - 00156 Roma, Italy, hereinafter referred to as "**TERNA**";

32. **TRANSNET BW GmbH**, a limited liability company (GmbH) incorporated under the laws of Germany, with V.A.T. number DE191008872, having its registered office at PariserPlatz, Osloer Str. 15-17, 70173 Stuttgart, Germany, registered with the commercial register of Stuttgart under number HRB 740510, hereinafter referred to as "**Transnet BW**";

NEMOs:

1. **BSP Energy Exchange LL C**, 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, hereinafter referred to as "**BSP**";

2. **CROATIAN POWER EXCHANGE Ltd.**, a company organised and existing under the laws of Republic of Croatia, having its registered office at Slavonska avenija 6/A, 10000 Zagreb, Republic of Croatia and registered with the court registry of the Commercial Court in Zagreb under the number 080914267 and VAT ID HR14645347149, hereinafter referred to as "**CROPEX**";

3. **EIRGRID plc**, a company incorporated under the laws of the Republic of Ireland, with V.A.T. number IE6358522H, having its registered office at the Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4, Ireland, registered in the under the number 338522, hereinafter referred to as "**EIRGRID**";

4. **EPEX SPOT SE**, a company incorporated and existing under the laws of France in the form of a *societas europeae*, having its registered office at 5 boulevard Montmartre, 75002 Paris, registered in the commercial register of Paris (R.C.S. Paris) under the number 508 010 501 and VAT n° FR 10508010501, hereinafter referred to as "**EPEX**";

5. **ETPA Holding B.V.** a company organised and existing under the laws of the Netherlands, having its registered address at Arlandaweg 92, 1043 EX, Amsterdam, and registered with the chamber of

commerce trade register under the number 63457431 and VAT number NL 8552.89.685.B01, hereinafter referred to as "**ETPA**";

6. EXAA Abwicklungsstelle für Energieprodukte AG, a company incorporated under the laws of Austria, with V.A.T. ATU52153208, 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, hereinafter referred to as "**EXAA**";

7. Gestore dei Mercati Energetici S.p.A., a company incorporated under the laws of Italy, with V.A.T. number IT 06208031002, having its registered office at Viale Maresciallo Pilsudski, 122/124, 00197 Rome, registered with Companies Register of Rome under the number RM 953866 under Italian tax code, hereinafter referred to as "**GME**";

8. HELLENIC ENERGY EXCHANGE S.A., 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 S.A.**";

9. HUPX Hungarian Power Exchange Company Limited by Shares, a company incorporated under the laws of Hungary, with V.A.T. number HU13967808, having its registered office at 1134 Budapest, Dévai u. 26-28, Hungary, registered in the commercial register at Budapest Metropolitan Court, under number 01-10-045666, hereinafter referred to as "**HUPX**";

10. Independent Bulgarian Energy Exchange, a company incorporated under the laws of Bulgaria, with V.A.T. number BG202880940, having its registered office at 138, Vasil Levski, Blvd., 1527 Sofia, Bulgaria, registered in the commercial register at Bulgarian Registry Agency under number 202880940, hereinafter referred to as "**IBEX**";

11. Nasdaq Spot AB, a company with VAT number SE559280730801, organised and existing under the laws of Sweden, having its registered office at Tullvaktsvägen 15, 105 78 Stockholm, and registered with company registration under no. 559280-7308, hereinafter referred to as "**NASDAQ**";

12. Nord Pool European Market Coupling Operator AS, a company incorporated under the laws of Norway, with V.A.T. number NO 984 058 098 MVA, having its registered office at Lilleakerveien 2 A, 0283 Oslo, Norway, registered in the Register of Business Enterprises under number 984 058 098, hereinafter referred to as "**Nord Pool EMCO**";

13. OKTE, a.s., a company founded and duly existing in accordance with the laws of the Slovak Republic and registered in the Company Register administrated by the District Court in Bratislava I, Section Sa, File 5087/B with registered office located at Mlynské nivy 48, 82109 Bratislava, the Slovak Republic; Registration Number of the Company (IČO): 45 687 862, hereinafter referred to as "**OKTE**";

14. OMI-Polo Español, S. A., a company incorporated and existing under the laws of Spain, with V.A.T. number A86025558, registered office at Alfonso XI nº 6, 28014 Madrid, Spain, and registered with the Commercial Register in Madrid under Section 8, Sheet: M-506799, hereinafter referred to as "**OMIE**";

15. Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A., a company incorporated and existing under the laws of Romania, with V.A.T. number RO13278352, having its

registered office at 16-18 Bd. Hristo Botev, 3rd District, Bucharest, PC.030236, Romania, and registered with the Bucharest Trade Register Office under the number J40/7542/2000, hereinafter referred to as "**OPCOM**";

16. **OTE, a.s.**, a company incorporated and existing under the laws of the Czech Republic, with V.A.T. number CZ26463318 having its registered office at Sokolovská 192/79, 186 00 Prague, Czech Republic, and registered with the Commercial Register in Municipal Court in Prague, Section B 7260 under the number 264 63 318, hereinafter referred to as "**OTE**";

17. **SONI Limited**, a company incorporated in Northern Ireland, with V.A.T. number GB945676869, having its registered office at 12 Manse Road, Belfast, Co Antrim, BT6 9RT. SONI with registered number NI38715, hereinafter referred to as "**SONI**";

18. **Towarowa Giełda Energii S.A.**, a company incorporated under the laws of the Republic of Poland, with V.A.T. number PL 5272266714, having its registered office at Książęca 4, 00-498 Warszawa, Poland, registered in the commercial register at National Court Register under number 0000030144 and the share capital of 14.500.000,00 PLN paid in full amount, hereinafter referred to as "**TGE**";

TSOs and NEMOs

hereafter together referred as "**the MC Parties**"

AND:

Magnus Energy B.V a company incorporated and existing under the laws of the Netherlands, having its registered offices located in Gooimeer 5-39, 1411 DD Naarden, registered with Trade Register under n° 84090065, represented by [REDACTED], Hereinafter referred to as "**the Contractor**"

The MC Parties and/or the Contractor may also be indicated individually as the "**Party**" and/or collectively as the "**Parties**".

SUMMARY

1 - DEFINITIONS	8
2 - PURPOSE OF THE AGREEMENT.....	10
3 - CONTRACTUAL DOCUMENTS, VALIDITY AND PRECEDENCE.....	10
4 - ENTRY INTO FORCE AND DURATION OF THE AGREEMENT	11
5 - SUBCONTRACTING	12
6 - OBLIGATION OF THE PARTIES.....	13
7. FINANCIAL TERMS.....	17
8. INVOICING AND PAYMENT	19
9. TERMS AND CONDITION OF PERFORMANCE.....	22
10. PENALTIES.....	23
11. COLLABORATION OF THE MC PARTIES AND ADHERENCE	24
12. ASSIGNMENT OF THE AGREEMENT.....	24
13. CONFIDENTIALITY.....	25
14. INTELLECTUAL PROPERTY	26
15. LIABILITY.....	27
16. FORCE MAJEURE	28
17. INSURANCE	28
18. TERMINATION	29
19. NON SOLLICITATION	32
20. APPLICABLE LAW AND DISPUTE RESOLUTION.....	32
21. MISCELLANEOUS.....	33
APPENDIX 1 TO THE AGREEMENT – LIST OF MC PARTIES: CONTACT DETAILS	85
APPENDIX 2 TO THE AGREEMENT - SPECIFICATIONS	94
APPENDIX 3 TO THE AGREEMENT - CHARGES AND RATES	113
APPENDIX 4 TO THE AGREEMENT – ACCESSION FORM OF A NEW PARTY TO THE AGREEMENT	114
APPENDIX 5 TO THE AGREEMENT –PSE DOCUMENTATION REQUIREMENTS.....	115
APPENDIX 6 TO THE AGREEMENT - PERSONAL DATA CONTROLLER INFORMATION CLAUSE...	119
APPENDIX 7 TO THE AGREEMENT - SPECIAL SUBCONTRACTING AGREEMENT	122

0. PREAMBLE:

The Market Coupling (MC) project (the "**Project**") was established to develop and implement the daily operation of the single day-ahead market coupling (SDAC) and the single intraday market coupling (SIDC) across Europe. The implementation of the Commission Regulation 2015/1222 establishing a guideline on capacity allocation and congestion management (the "**CACM**") with respect to SDAC and SIDC requires the cooperation of TSOs and NEMOs at European level (hereafter the "**MC Parties**").

Whereas the MC Parties wish to assign to the Contractor the services under this Agreement.

Whereas, this Agreement is in compliance with the Directive 2014/25/EU on procurement by entities operating in the water, energy, transport and postal services sectors, as transposed in the French public procurement law code ("Code de la commande publique").

The MC Parties have decided to appoint RTE to run, in the name and on behalf of all MC Parties, a negotiated procedure with prior call for competition under the French public procurement code, in order to designate a service provider for project management office ("PMO") services.

To this end, the MC Parties have compiled Specifications which have been submitted through a negotiated procedure with prior call for competition to several companies likely to meet its requirements. In this context, the MC Parties have accepted the offer made by the Contractor, who is specialized in project management.

The Contractor acknowledges having received from the MC Parties all the necessary information to determine the resources required for satisfactory performance of the Agreement. As such, the Contractor has taken particular account of the characteristics and environment relating to the purpose of the Agreement as well as MC Parties' technical requirements both in terms of expected performance and deadlines. The Contractor declares having acquired significant expertise, experience and know-how in these fields. Consequently, it may not, under any circumstances, claim lack of information.

This Agreement states the terms which govern the Contractor's performance of Services.

NOW THEREFORE IT IS DECLARED AND AGREED AS FOLLOWS:

1 - DEFINITIONS

Unless specified otherwise in this Agreement (including its appendices and any document constituting the Agreement), the terms and expressions with a capital letter are understood in accordance with the definitions below.

Agreement: means this agreement and its appendices, including their amendments if any, constituting the agreement between the Parties, which all have contractual value for the Parties. The contractual hierarchy between the main body of this Agreement and its appendices is further organised in clause 3.1 "Contractual documents". The amendment process is specified in clause 3.2 "Review of Agreement terms".

Breach: shall have the meaning set forth in Article 15.

CACM: means the Commission Regulation 2015/1222 establishing a guideline on capacity allocation and congestion management, as amended from time to time.

Confidential information: as defined in Article 13.

Contractor: means the provider selected at the end of the tendering process conducted by the MC Parties. In the frame of the Agreement, the term "Contractor" refers also to any Contractor's Employees, and more generally, any person (be it a physical or moral one) working under its authority and responsibility.

Contractor proposal: means the response provided by the Contractor during the tender phase.

DAOA: means the Single Day-Ahead Coupling Operations Agreement for the SDAC as may be amended from time to time.

Data: shall have the meaning set forth in Article 14.

Days: means calendar days.

Deliverables: means any work represented by a physical medium, whether or not on paper or electronically, (notably programs, list of programs, programming tools, documentation, presentations, reports, diagrams, images), protectable or not by an intellectual property right, whose delivery was ordered by the MC Parties according to the terms defined in the Agreement.

Employee(s): means all the people (either employed by the Contractor or any person who the Contractor calls upon to perform the Agreement) under the responsibility of the Contractor.

Force majeure: shall have the meaning defined in Article 16.

IDOA: means the Single Intraday Coupling Operational Agreement for the SIDC as may be amended from time to time.

MC Parties: shall have the meaning set forth in the preamble

MCSC: means Market Coupling Steering Committee, the main decision making body for the SIDC and the SDAC as established under the SDAC DAOA and the SIDC IDOA.

Project: shall have the meaning set forth in the preamble

Purchase Order: means the document issued by the MC Parties, in accordance with the Agreement, which describes to the Contractor the volume of Services expected to be carried out as well as the date and place.

SDAC: the single day ahead market coupling as described in CACM.

SIDC: the single intraday market coupling as described in CACM.

Services: means all services provided by the Contractor as defined in this Agreement and in particular in Appendix 2.

Results: shall have the meaning set forth in Article 14.

Settlement and Invoicing Rules: has the meaning set forth in article 8.1, iii).

Special Document: means the template in Appendix 7 to this Agreement.

Specifications: has the meaning allocated to it in Appendix 2 of the Agreement.

Working Day: means any day from Monday till Friday except Saturday, Sunday and bank holidays in the country where the Service is provided.

2 - PURPOSE OF THE AGREEMENT

The purpose of the Agreement provides the rights and obligations of all Parties and in particular, the terms and conditions under which the Contractor will provide the Services to the MCParties related to :

- MODULE 1 : Project Management Office (PMO)
- MODULE 2 : Additional PMO

Specifications of module 1 and module 2 are defined on Appendix 2.

3 - CONTRACTUAL DOCUMENTS, VALIDITY AND PRECEDENCE

3.1. Contractual documents

The Services to be provided by the Contractor are governed by the terms and conditions of this Agreement. No other terms and conditions shall apply to the supply of the Services, unless explicitly otherwise agreed in writing by all Parties.

The Agreement comprises the following documents, listed in descending order of precedence:

1. This agreement and
2. its appendices:
 - Appendix 1: List of MC Parties: contact details;
 - Appendix 2: Specifications;
 - Appendix 3: Charges and Rates;
 - Appendix 4: Accession form of a new party to the Service Agreement;
 - Appendix 5: PSE's documentation requirements;
 - Appendix 6: Personal Data Controller information clause;
 - Appendix 7: Special Subcontracting Agreement;

The Contractor acknowledges having full knowledge of all of these documents.

This Agreement constitutes the entire agreement between the Parties in relation to its purpose. It prevails over all earlier agreements between the Parties, whether written or verbal, unless the Parties agree otherwise by an express provision in this Agreement.

The Purchase Orders are administrative documents RTE issues to a Provider to confirm the execution of the Agreement. Usually it is once a Purchase Order has been issued that it will be possible to invoice Services afterwards. Purchase Orders do not contain any contractual provision and only make a cross-reference to the Agreement itself. Hence they are not appended to the Agreement.

Hierarchy of contractual documents

This agreement, signed by the Parties, sets out the general conditions that apply to the Services set out herein. The main body of this Agreement prevails over the Appendices and the Purchase Orders.

The Appendices to this Agreement, listed in descending order of precedence, specify the special conditions associated with the performance of said Services. As such, they add to or further specify the provisions of this Agreement. In the event that an Appendix under this Agreement is in contradiction with or differ from the main body of this Agreement, the provision in the Appendix shall prevail over in the main body, always provided that the intention to so deviate must be expressly stated therein.

3.2. Review of Agreement terms

If new public legislative or regulatory texts of a public nature enter into force during the performance of the Agreement and are de facto applicable to it, the Parties undertake to amend the Agreement where and when necessary, by means of a written amendment, so that it complies with the regulations in force henceforward.

More generally, any amendment to the terms of the Agreement, for whatever reason, must be subject to a written Agreement jointly signed by the Parties.

4 - ENTRY INTO FORCE AND DURATION OF THE AGREEMENT

4.1. Entry into force:

This Agreement shall enter into force with retroactive effect to 21st March 2023, provided that all Parties have signed it by sending a scan of the signed signatory page of the Agreement to the Contractor. The Contractor will collect all copies of the received signed signatory pages and provide a copy of the main text of the Agreement with the copies of the signed signatory pages to the Parties.

For evidence reasons:

- i) each Party shall also provide the Contractor with fifty-one (51) original signed signatory pages (one per Party) of the Agreement. The Contractor will collect all the original signed signatory pages, compile them with the main text of the Agreement and provide each of the Parties one (1) original of the main text of the Agreement with the original signed signatory pages, which constitutes valid proof of the main text of the Agreement. The foregoing will not impact the date of entry into force of the Agreement; and
- ii) [REDACTED]

4.2. Duration

The duration of the Agreement is defined by the duration of each module which is composed of a fixed term and an optional renewable period as defined below. Prior to the expiry of the fixed period, each module of this Agreement may be renewed in accordance with the following:

- Module 1: Fixed term of 24 months followed by 6 optional periods of 12 months each;
- Module 2: Unit price list during life time of the contract.

The MC Parties must exercise these options by written notification (by letter or by e-mail) one (1) month before the expiry date of the ongoing contractual period at the latest.

The Agreement cannot, in any case, be automatically renewed.

The Contractor may not object to exercise of the option.

Clarifications regarding Purchase Orders

No Purchase Order may be submitted after the end of the term of the Agreement, as defined above. Notwithstanding the above, for the sake of ensuring continuity, the Services entrusted to the Contractor within the context of an ongoing Purchase Order may, at the request of the MC Parties which cannot be objected by the Contractor, be performed after the end of a contractual period, as defined above, though this additional period may not exceed 6 months after the expiry or termination of the Agreement. Should this be the case, all of the provisions set out in the Agreement shall apply throughout the entire additional period, with the exception of the submitting of a new Purchase Order, which remains prohibited.

5 - SUBCONTRACTING

If the Contractor intends to subcontract a part of the Services under this Agreement, the Contractor shall comply with the French law n°75-1334 of 31 December 1975, as amended.

By virtue thereof, use of a subcontractor without the latter being approved and without prior authorisation of the payment terms, shall expose the Contractor to termination of the Agreement in accordance with the clause 18.1.2 "*Termination of Agreement - Without Prior Notice*" of this Agreement. The same applies if the Contractor, having full knowledge of the facts, provides incorrect information in support of its application for approval and authorisation of the subcontractor.

For the prior approval and authorisation application, the Contractor agrees to use the Special Document.

If there is no reply from the MC Parties within **twenty-one (21)** Working Days, the request shall be deemed to have been accepted.

5.1. Specific rules

Only tier 1 (one) subcontractor is authorised.

The Contractor may not subcontract the entire Agreement.

Subcontracting the coordination and management of Services is not allowed.

The Contractor shall require its potential subcontractors to comply with the Agreement's obligations, the regulations of the sites of the MC Parties where they are working (in particular, the access conditions) and the legislation in force (particularly with regard to the provisions of the French Employment Law Code in the matter of health and safety, the fight against illegal or clandestine employment, and the terms and conditions relating to respect for the environment and management of waste materials).

The performance of the whole Agreement remains the personal responsibility of the Contractor. In any event, it shall be responsible for the coordination of its subcontractors and suppliers by personally ensuring the sequencing and coordination tasks of the Agreement. Consequently, subcontracting of the coordination and management of the Services is prohibited.

The Contractor shall deliver to the subcontractor a copy of the above-mentioned Special Document upon signature thereof by the Parties. The Contractor shall expressly ensure that the subcontractor has taken out sufficient insurance to cover any damage, of any nature whatsoever, that it may cause to the MC Parties or to third parties during the performance of the Agreement.

Within **five (5)** Working Days of receiving the request from the MC Parties, the Contractor is required to provide them with:

- each subcontracting agreement and any amendments thereto;
- the current insurance policy certificates taken out by each subcontractor with reputable insurance companies covering professional risks
- documents confirming the subcontractor's competence (certificate, accreditations, etc.) and compliance with regulations regarding environmental issues, health and safety and transport
- the documents required by article D.8222-5 of the French Labour Code, if the subcontractor is domiciled outside of France
- the documents required by article D.8222-7 of the French Labour Code, if the subcontractor is domiciled outside of France

As soon as approval and authorisation of the payment terms have been notified, the Contractor shall provide to the MC Parties with the name of the competent individual chosen to represent the subcontractor.

Approval of the subcontractor and authorisation of its payment terms is conditional upon the fact that the subcontracted part of the Agreement is not pledged or subject to assignment.

6 - OBLIGATION OF THE PARTIES

6.1. Personal Data Protection Regulations

Each Party shall ensure that it complies with all the legal and regulatory obligations relating to the protection of personal data that are applicable to it, especially Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR regulation"), fully applicable from 25 May 2018 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and any new national or European regulations by which they are replaced. Each Party can provide individual Controller information clause in Appendix 6. The Contractor's attention is drawn on the necessity for it to comply with Law n°78 17 of January 6th, 1978 on Information Technology Files and Freedom. Should the Contractor carry out Personal Data processing operations on behalf of MC Parties, it shall sign a data processing agreement with the MC Parties and it must offer, in particular, sufficient guarantees regarding the implementation of appropriate technical and organizational measures to ensure that the processing meets the requirements of EU Regulation 2016/679 and guarantees protection of the data subject's rights regarding the processing carried out. In particular, the Contractor will assist and advise MC Parties in its compliance with certain obligations under the European regulation (impact analyses, information to data subjects, reporting of breaches, security, data destruction and contribution to audits).

6.2. Contractor's obligations

Unless specified otherwise in this Agreement, the Contractor has an obligation of result for the performance of the Agreement and the performance of all the Services and obligations it covers. The Services covered by the Agreement must comply with the requirements set out in the contractual documents (see the aforementioned clause 3.1 "*Contractual Documents*").

In particular, the Contractor has an obligation of result, consisting of:

- keeping to deadlines agreed between the Parties;
- respecting all requirements as stipulated in Appendix 2;
- adhering to all objective and measurable technical undertakings (e.g. key performance indicators) agreed between the Parties;
- adhering to all the contractual documents of the Agreement.

6.1.1. Duty to inform

The Contractor has an obligation to inform the Parties throughout the Services on how it shall provide them and any change in relation to them. It must immediately notify the MC Parties about any changes that arise during the performance of the Agreement, which concern:

- the persons authorised to bind the Contractor's company (i.e. its representatives);
- its legal form;
- its corporate name;
- the address of its registered office;
- its share capital, as well as the persons and groups that control it, in particular in the event of merger, transfer of business as a going concern or lease-management;
- the consortia in which it participates, when the latter concern the performance of the Agreement.

The original documents and any updates to them shall be submitted by the Contractor, to the MC Parties. The Contractor is obliged to inform the MC Parties immediately in the event that collective proceedings, within the meaning of the French Commercial Code, or any equivalent procedure currently in force in the Contractor's country, are opened towards the Contractor.

The Contractor is required to send to the MC Parties the same information as regards subcontractors it brings in for performance of the Agreement.

As set out above, it is the Contractor's responsibility to inform all those of its Employees who are affected by the Agreement, about the provisions relating to proper performance of the Agreement and aspects relating to their safety.

More generally, where, during the performance of the Agreement, it is subject to one of the cases for exclusion referred to in Sections L.2141-1 to L.2141-11 of the Public Procurement Code, the Contractor undertakes to inform the MC Parties of this change of situation without delay. In this case, the MC Parties may terminate the Agreement for this reason, in accordance with Section L.2195-4 of the Public Procurement Code. Unless regularisation measures are impossible, the Agreement shall be terminated in accordance with the terms of clause 18.1.1 "Termination for breach - With prior notice".

6.1.2. Duty to advise

The Contractor acknowledges that it is bound by an obligation to provide advice and recommendations to the MC Parties concerning the performance of the Services set out in the Agreement. If the Contractor encounters difficulties in fulfilling its obligations, it must, on the one hand, inform the MC Parties about these difficulties as soon as possible, and, on the other hand, propose solutions as to how to resolve them, with a view to full performance of the Agreement.

Furthermore, in the event that the selection of a particular technology / methodology should prove to be more judicious than the one that is supposed to be put in place hereunder (better costs, new technologies/methodology enabling greater efficiency, etc.), the Contractor must inform the MC Parties about this alternative solution and shall provide the MC Parties with all the advice, warnings and recommendations necessary for the performance of the Services. This aspect of the obligation to advise shall also apply in the event that the MC Parties submit additional requests during the course of the performance of the Agreement.

6.1.3. Provision of Service *intuitu personae*

The Contractor commits that the Services shall be exclusively performed by itself or its subcontractors.

The Contractor shall ensure that the Services are provided from its own premises and with its own infrastructure.

The Contractor shall organize the provision of the Services at its discretion, but in accordance with the business needs of the Project and in particular any deadlines set respectively by the MCSC or

other bodies of the Project.

In order to fulfil its contractual obligations, the Contractor may only deploy the Employee it has specified in the Contractor Proposal as proof of his contract-specific experience.

Substitution or support by Employee not listed in the Contractor Proposal during the course of this Agreement is subject to prior approval by the MCSC. In such case the Contractor shall provide to the MCSC a curriculum-vitae and references of the substituting or supporting Employee prior to the substitution or support. In the event of a substitution, it is the Contractor's responsibility to ensure that the handover does not have a negative impact on the Project. MC Parties shall not unreasonably withhold an approval in case a good management and timely implementation of the Project is ensured.

6.1.3.1. Supervision of the Contractor's Employee: Labour Law

Neither the Contractor nor any person or third party appointed by the Contractor to execute the Services in compliance with Appendix 2, may be considered from any point of view whatsoever as having the capacity of Employees of MC Parties.

The Contractor Employee assigned to perform the Services remain under the administrative control and the sole hierarchical and disciplinary authority of the Contractor throughout the duration of the Services. Possible instructions or directives formulated by MC Parties to the Contractor's representatives or Employees shall not be considered as interference in Contractor's employer's authority vis-à-vis its Employees. The Contractor shall ensure the supervision and control of his Employees, including when the Services are performed on MC Parties' site.

No delay in the performance of the Services due directly or indirectly to a lack of decision on the part of the Contractor following silence on the part of MC Parties, may be attributed to MC Parties in the context of a problem in the performance of the services encountered by the Contractor's Employees.

As employer, the Contractor shall be responsible for any payment and any procedure, formality and/or obligation of a fiscal, social security (in its broadest sense) or other nature, including obtaining, if necessary, any permission to work in the MC Capacity Calculation Region or abroad in good and proper form and for the term of the present Agreement, for any person who, in one way or another, provides Services on behalf of the Contractor within the context of the execution of the present Agreement. In this regard, any Employee of the Contractor shall in all respects remain a Employee of the Contractor and the Contractor shall be responsible for the payment of wages, social contributions, employer's contributions, fiscal retentions, insurance premiums and all other legal or extra-legal obligations to which the Contractor is bound and/or has agreed with its Employee. The Contractor's employees shall only take account of the instructions given by the Contractor. No remuneration shall be paid by or be due from MC Parties to the members of staff of the Contractor or any person or third party appointed by the Contractor to provide the Services.

6.1.3.2. Stability and skills of the Contractor Employee

The Agreement is entered into with express consideration of the qualification of the Contractor's team performing all or part of the Services covered by the Agreement.

The Contractor shall ensure that the Services are carried out by highly qualified and experienced Employee who are duly familiar with the Services, the activities and the technical and functional environment of the MC Parties.

As from the entry into force of the Agreement, or the Purchase Order, the Contractor shall deploy the

Employee assigned to the Services composed of the profiles and in particular the key positions, indicated in the Proposal. The Contractor shall take all reasonable steps to ensure that the same Employee remain assigned to the Services throughout the performance of the Services.

MC Parties are entitled to demand the replacement of any Employee assigned for this purpose if it proves in a documented way that the conduct, behaviour or capacities of the said Employees are not satisfactory in view of the contractual provisions.

The replacement of Employee by the Contractor shall not affect in any way the continuity of the performance of the Services and shall not result in any delay in the performance of the Services or any increase in costs.

In the event of the early departure of a profile assigned, the Contractor must inform the MC Parties at least one month before the departure of the Employee replaced (except in cases of force majeure). In addition, the Contractor must replace the profile with a profile of equivalent skills and seniority within a maximum of five (5) Working days following knowledge of the unavailability. Moreover, this replacement cannot justify an increase in price.

In the event that the only profile available at short notice is of a lower level of experience and skills, the Contractor shall offer a discount on the daily rate.

In order to ensure continuity in the Services, the Contractor shall, at its own expense, organise training, information and know-how transfer between its Employees to ensure that the Services are provided in accordance with this Agreement. A period of transition between the 2 profiles will be organised by the Contractor to reform the new profile in order to allow the new Employee to perform, at the end of this training period, the agreed Services, with a similar level of skills as the former Employee. The duration of this period will be estimated at a minimum of 10 Working Days but may be re-evaluated according to the need and in agreement between the Parties. The Contractor shall bear the full financial expense of the 10 Working Days transition period. This transition period should not generate any additional costs for the MC Parties.

If this is not the case, the MC Parties may decide to terminate the Agreement immediately, without court intervention and by full right.

In the above case where MC Parties decides to terminate the Agreement, the Contractor shall not be entitled to any compensation, but shall be entitled to payment for the Services provided up to the effective date of termination, provided that the services provided meet MC Parties' expectations.

7. FINANCIAL TERMS

7.1. Price determination

In accordance with the preamble, the Contractor acknowledges that he is aware of the requirements of the Agreement. In this respect, the fixed prices, indicated in euros excluding value added tax, include all costs and expenses resulting from the obligations defined in the Agreement.

Consequently, no price changes may be envisaged unless the Parties have expressly agreed to such changes by means of price updating or revision clauses in the Agreement.

7.2. Agreement Price

It is explicitly agreed that all taxes, levies, deductions, duties and/or other fees, excluding VAT, either directly or indirectly, relating to the Services and to other services provided within the context of the Agreement shall be deemed wholly included in and covered by any of the amounts invoiced, with no exception whatsoever. Specific documentation requirements in respect of tax matters are listed in Appendix 5 to this Agreement and are binding only between the Contractor and PSE.

The Contractor guarantees that the invoices include all the legal information, and in particular that of article L.441-9 of the French Commercial Code. The Contractor costs shall be paid by MC Parties according to the following terms and conditions:

- i) Each invoice shall include:
 - full name and address of both invoicing and invoiced Party(ies)
 - the following VAT numbers: VAT number of Contractor and of the relevant MC Party;
 - detailed timesheets with any references useful to identify clearly the Services to which the invoice relates;
 - invoice amount: Fee and Costs separately approved by MCParties,
 - bank account and bank address (including IBAN and BIC) on which the relevant payment shall be made,
 - invoice number,
 - invoice issue date,
 - period of performance,
 - the order number to which the invoice refers;
 - payment term,
 - intra-community VAT number (for EU suppliers or Tax ID for non-EU suppliers)
 - value Added Tax (VAT) identifications and the applicable VAT rate;
 - a total amount of the invoice, the total amount before tax and the amount of tax to be paid (specify in case of exemption or special regime);
 - In the case of a credit note, the corresponding invoice number.
 - tax rate and tax amount separately, if any,
 - reference to the reverse charge (Reverse charge according to Article 196 from the Directive of Council 2006/112/EC – tax payable by customer).
- ii) A Single Point of Contact/ "SPOC" for settlement and invoicing purposes might be designated at a later stage in writing by the MC Parties (or a subset of them) to the Contractor, it being understood that should this be a third party to the contract, MC Parties shall be responsible for this third party's compliance with the terms and conditions under the Agreement.
- iii) The process to be followed by the Contractor and the MC Parties (i) to have the Contractor's time and expenses validated by the MC Parties, (ii) for the Contractor to invoice them after such validation is granted (including the sharing key, if any), and (iii) for the MC Parties (or their designated SPOC) to pay such invoices, etc. (the

“**Settlement and Invoicing Rules**”), will be indicated in writing to the Contractor by the MC Parties as soon as possible after signature of this Agreement. iii)vi) Parties commit themselves to pay the Contractor within thirty (30) Days of receipt of the original (hard copy) invoice of the Contractor if duly compliant with this Agreement and EU VAT regulation in force. Payments due on a day other than a Working Day shall be made on the first (1st) following Working Day. Payments shall be made by wire transfer to the bank account indicated by the Contractor in the invoice. Upon request of a Party and where applicable, the Contractor shall provide a tax residence certificate issued by the Netherlands tax authorities, to confirm the Contractor is tax resident in Netherlands according to the double tax treaty signed between Netherlands and the country of residence of the relevant Party.

- iv) Should a MC Party (or the designated SPOC) be in delay with the payment of an invoice duly issued by the Contractor, the Parties agree that a contractual interest on arrears at the rate of 2% per annum.
- v) The absence of any of the above under (i) mentioned or statutory required references will render the invoice(s) null and void. In this case the MC Parties (or their designated SPOC) reserves the right to return the invoice(s) to the Contractor, such returning being equivalent to disputing it.
- vi) In the event of a dispute regarding the payment of the invoice(s) or of a credit note, any amount due shall be paid within thirty (30) Days of the date of the agreement reached on the dispute or of the judicial decision by which the dispute is definitively settled between the Parties. The Contractor undertakes not to invoke the exception of non-performance in order to suspend the performance of its obligations during the dispute.
- vii) Payment by MC Parties (or their designated SPOC) of any invoice, wholly or in part, shall not be considered as an acceptance or validation of the Services performed and does not prejudice any claim or right of the Contractor and MC Parties pursuant to the execution of these Services.
- viii) If the bank account on the invoice differs from the bank account in this Agreement, the Contractor needs to update the bank account. The Contractor shall send to the other Parties the statement in written form signed by authorised persons. The updated bank account is valid on the fifth Working Day after the day of receiving the statement by the other Party. There is no need to execute any amendment to this Agreement.

8.2. Payment of subcontractors

Provided that the receivable has not already been paid by the Contractor and is therefore not extinguished, the payment terms applicable to subcontractors eligible for direct payment or direct action under the French law n° 75-1334 of 31 December 1975, as amended, are specified by the mandatory provisions of this law and the Special Document.

The Settlement and Invoicing Rules will set forth the processes and rules applicable to the issuance,

validation and payment of invoices of subcontractors.

9. TERMS AND CONDITION OF PERFORMANCE

9.1. Services provided by the Contractor

The Contractor shall provide the Services in accordance with the Specifications set forth in Appendix 2.

For the avoidance of doubt, the Parties agree that the Contractor shall have no exclusivity of providing services identical or similar to the Services to the MC Parties.

The Contractor undertakes and warrants:

- i) To render and provide the Services in strict compliance with all the requirements of this Agreement and any other further written specifications and/or requirements subsequently provided by the MC Parties as far as those further specifications and/or requirements are directly related to the Project;
- ii) To provide the Services defined in Appendix 2 respecting any deadlines in connection with the Services defined by the MCSC or by other bodies of the Project within the limits set by the MCSC. Any expected delay in the Services must be reported in advance and deadlines may only be extended with prior written consent (including e-mail) of the MCSC or respectively the other bodies of the Project, as the case may be;
- iii) To perform its obligations under this Agreement in the best interest of the MC Parties and with a view of assuring the good and successful implementation of this Agreement and of the Project;
- iv) Given that the Project is a multi-party project, the Contractor is obliged to strict neutrality towards all participants, in particular towards all MC Parties. Therefore, the Contractor will take instructions only from the MCSC and within the limits set by the MCSC or from other bodies of the Project and not from any individual MC Parties;
- v) To use the highest degree of diligence, prudence and foresight that is exercised by experienced service providers engaged in the same line of business under the same or similar circumstances;
- vi) To report to the MCSC on a regular basis on the progress of the Services as well as highlight and report on the important decisions that need to be taken during the term of this Agreement;
- vii) That at all times during the duration of this Agreement, it shall fulfil all the legal obligations and technical requirements related to its activities. Every single MC Party is entitled to directly claim any damage caused by a violation by the Contractor of its legal obligations related to its activities.

10. PENALTIES

10.1. GENERAL PROVISIONS

The penalties stipulated under this Agreement shall apply independently of one another; however, one event/breach may only give rise to one penalty.

The penalties are automatically applicable without prior notice of default or court intervention, as of the day, on which the event generating the penalty is noted by the MC Parties including when this event is due to one or more suppliers and/or Subcontractors of the Contractor

Penalties shall be applied without prejudice to the MC Parties' right to terminate this Agreement. The MC Parties reserve the right to ask the Contractor for damages and interests, through application of the clause 1515 "Liability", in lieu if penalties.

The fact that the MC Parties have not requested that any penalty be applied shall not, under any circumstances, be considered as a definite waiver by the MC Parties of their right to apply this penalty, nor as a waiver by the MC Parties of their rights arising from the provisions of this Agreement.

Under no circumstances shall the payment of penalties by the Contractor absolve the Contractor from performing its obligations under this Agreement. If no information is provided, the penalties shall be withheld in full from the authorized representative, where said operation shall not engage the liability of MC Parties vis-à-vis the co-contractors.

The total amount of the penalties is not subject to VAT.

Unless expressly provided otherwise, these general provisions apply to all penalties under this Agreement.

10.2. METHODS FOR THE APPLICATION AND PAYMENT OF PENALTIES

The MC Parties shall send the Contractor a document notifying them of the application of the penalties and the associated amount.

The Contractor shall have twenty-one (21) Working Days from the notification of the penalties to make their observations.

At the end of the above-mentioned process, the MC Parties shall send the Contractor an invoice for the amount of the above-mentioned penalties.

10.3. DETAILS OF PENALTIES

10.3.1. Penalties for delayed performance

10.3.1.1. Penalties for delay in exceeding the performance deadlines

For any overrun of a contractual performance period set out in the Purchase Order or in the Specification and identified as a performance period subject to penalty, the Contractor shall be liable to pay a penalty, the amount of which shall be calculated according to the following formula:

$$P = C \times D \times R$$

Where:

- P is the amount of the penalty,
- C is the amount of the Purchase Order affected by the delay, excluding tax,
- D is the number of Days of delay,
- R is the penalty rate per Day's delay attributable to the Contractor.

The penalty rate T is set at 0.5%.

10.3.1.2. Penalties for delay in the submission of documentary Deliverables

If one of the Deliverables requested is not delivered within the contractual deadline and at the required level of quality, a penalty [REDACTED] per day in excess of the contractual deadline for submitting the document.

This daily penalty is also applicable in case of failure to submit all or parts of the records associated with the documentary Deliverables.

10.3.2. Other penalties

10.3.2.1. Penalties relating to the Contractor's administrative situation

a) Penalties for late submission of subcontracting documents

If the contractual deadline for the submission of the documents referred to in the "Subcontracting - Special rules" clause is not observed, the Contractor shall incur a penalty [REDACTED], per document and Day's delay in the contractual deadline.

10.3.2.2. Penalties concerning the Employee working on behalf of the Contractor

Without prejudice to MC Parties' right to terminate this Agreement in accordance with the provisions of the clause 1818 "Termination", the Contractor is liable to penalties [REDACTED] of delay in the following cases:

- following the departure of the Contractor's Employee carrying out the assignment, in the event of failure by the Contractor to comply with its contractual commitment to submit a profile of equivalent skills and experience within a maximum period of five (5) Working Days;

if the replacement recovery period of at least ten (10) Working Days is not respected (except in cases of force majeure);

if the one (1) month notice period in case of departure, replacement of the contractor's Employee at the Contractor's initiative is not respected.

11. COLLABORATION OF THE MC Parties AND ADHERENCE

The Parties agree that the Contractor shall have direct contact with each MC Party as long as clause 9.1 iv) of the Agreement (i.e. strict neutrality and no instructions being taken by individual Parties but by respectively MCSC or other bodies of the Project) is observed.

The Parties accept and agree that new parties can enter into this Agreement provided they are a TSO or a NEMO, have adhered to the DAOA or the IDOA during the duration of this Agreement and have signed the accession form in Appendix 4. As from the signature of the Accession Form in Appendix 4 by the new party, this latter shall be bound by all obligations and be granted all rights described within this Agreement.

12. ASSIGNMENT OF THE AGREEMENT

The Contractor may not assign all or part of this Agreement to a third party, for a fee or free of charge, without the prior and written agreement of the MC Parties, bearing in mind that in case such assignment were to take place, it must comply with both public procurement and competition laws.

The MC Parties are authorized to assign their rights and obligations under this Agreement to a third party. The MC Parties shall inform the Contractor in case of such assignment.

13. CONFIDENTIALITY

The Contractor undertakes not to disclose and to maintain strictly confidential any Confidential Information, as defined in the paragraph thereafter. The Contractor acknowledges the specific provisions with regard to confidentiality to which the MC Parties are subject as transmission system operators and nominated electricity market operators (respectively) in particular with respect to market data, having been personally and specifically informed on such provisions and having fully understood and accepted them.

For the purpose of this Agreement any information exchanged between the MC Parties and the Contractor or of which the Contractor gains knowledge or to which the Contractor has access in respect of or within the context of providing the Services, as well as (the content of) this Agreement is to be considered as confidential information (hereafter called "Confidential Information"), to the exception of information which is:

- i) Already in the public domain at the time it is disclosed, it being understood that the foregoing only applies to the extent the Contractor proves to the satisfaction of the MC Parties that the information was already in the public domain at the time of disclosure;
- ii) Already known to the Contractor at the time it is disclosed and not having been previously obtained either directly or indirectly from the MC Parties, it being understood that the foregoing only applies to the extent the Contractor proves to the satisfaction of the MC Parties that the information was already known to it at the time of disclosure;
- iii) After having been disclosed, it becomes accessible to the Contractor following a lawful communication by a third party without breaching any obligation of confidentiality (explicit or implied) to the extent the Contractor proves to the satisfaction of the MC Parties that the information was lawfully communicated by such third party.

Notwithstanding the foregoing, the Contractor undertakes to maintain strictly confidential any Confidential Information and not to disclose it, in whatever form that may be, except if communication thereof is required by law or by competent administrative or judicial authorities provided that such authorities have a legally justified need to know such information and are, by law or contractually, bound to respect the confidential nature of this information under terms equivalent to the terms of this Agreement.

In the event that the Contractor is required to disclose any Confidential Information, it shall first give immediate written notice of such requirement to the disclosing MC Parties to allow it/them, if possible, to intervene in the proceedings or to take all possible measures to protect their interests in the matter.

The Contractor is entitled to grant access to such Confidential Information to its representatives, Employees or Subcontractors on a need-to-know basis and provided that the relevant MC Parties is previously informed and such persons undertake non-disclosure obligations on the Confidential Information at least as strict as these undertaken by the Contractor under this Agreement. Such non-disclosure obligations undertaken by representatives, members of staff shall be disclosed on request from the relevant MC Parties.

Moreover, the Contractor undertakes to fulfil the confidentiality undertakings under this clause 13 and to have them fulfilled by their representatives, Employees, Subcontractors throughout the term of this Agreement and during five (5) years following its termination or expiration. Any breach of the confidentiality undertakings under this clause 13 by members of staff of the Contractor shall be considered as being a material breach on the part of the Contractor. The Contractor shall be liable for such representatives, members of staff for any loss (including indirect loss) resulting from a breach by such representative, Employees of this clause 13.

If the receiving Party is required to forward Confidential Information sent by the issuing party to a third party for the satisfactory performance of this Agreement, it shall commit to insert in the contractual relations with this third party the same confidentiality obligation as that pursuant to this clause and shall first have the prior written agreement of the issuing party for such disclosure.

In the event that the provisions of this clause are breached, the Party that is aware of this breach commits to inform the other Parties of it as soon as possible, by registered letter with acknowledgement of receipt, and take all necessary measures to limit the effects of this breach.

The receiving Party commits, upon expiry or termination of this Agreement, to return to the issuing Party or destroy within 30 (thirty) Days following a written request from the issuing Party, the support media on which Confidential Information has been sent by the latter, as well as any copies or reproductions of the same and pass on this obligation to third Parties who may have received Confidential Information in the context of the performance of this Agreement. In the event of such a request, the receiving Party shall certify in writing to the issuing Party within the period given above, that all the provisions of this clause have been respected.

In case of a breach by the Contractor with regard to its obligations under this clause 13, the relevant MC Parties shall be entitled to claim full compensation of the Contractor for any and all direct losses, damages, charges, fees or expenses, expected and unexpected, arising out, or resulting from, a breach of the terms of this clause 13.

In case of any breach by the Contractor in relation to this clause 13, the Contractor shall immediately pay a penalty of [REDACTED] per breach and per affected MC Party. It shall not prevent any MC Parties to claim further compensation. The liability cap provided under Article 15 shall apply to any amount due by the Contractor under this clause.

The Contractor acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm and significant prejudice to the MC Parties. Accordingly, the Contractor agrees that the concerned MC Parties may seek immediate injunctive relief to enforce obligations under this clause 13 in addition to any other rights and remedies it may have by law or contractual arrangement, to the fullest extent permitted by law.

14. INTELLECTUAL PROPERTY

It is explicitly agreed between the Parties that the documentation, specifications and any other information provided by the MC Parties within the context of the Services (the "Data") to the Contractor shall be and remain the exclusive property of the MC Parties providing such Data and that the Contractor shall not benefit from any right in their regard, except the nonexclusive and non-transferable, right to use those Data solely to the extent that such use is strictly necessary for the provision of the Services.

All works, preparations, creations, studies, researches, experiences, inventions or other information, including without limitation all documents, drawings, documentation, manuals, reports, schemes, software (system programs, applications, object codes, source codes), algorithms, technologies,

business secrets, methods, inventions, findings, know-how technical or other data, databases, statistical analyses as well as information derived directly or indirectly there from, of whatever kind, developed by the Contractor, as the case may be, pursuant to or in connection with the Services provided under this Agreement or constituting a direct or indirect result of the performance by the Contractor of this Agreement (the "**Results**"), shall become the MC Parties joint property as they are developed, at no additional cost or remuneration and all intellectual property rights in respect thereto shall be vested with the MC Parties to the fullest possible extent, and to the extent necessary, immediately transferred and/or assigned to the MC Parties as from their creation.

In case of termination of this Agreement the MC Parties shall thus be considered the co-owners of all Developments and the intellectual property rights pertaining thereto and the MC Parties shall thus be entitled to maintain and use all these Developments, at no additional cost or remuneration. In execution of the aforementioned obligation, the Contractor shall transfer intellectual property rights to the prospective outcomes of this Agreement to the extent not already transferred in compliance with this clause 14 to the MC Parties within 30 Days of termination.

The Contractor undertakes to provide, the MC Parties with all useful support in obtaining and maintaining the right or legal title concerned without a right to additional remuneration. This includes but is not limited to the signature of documents useful to its participation in procedures for obtaining the said right or title.

For the purpose of this clause, intellectual property rights shall mean all existing and future, registered or unregistered, intellectual, industrial, commercial and all other property and similar or related rights, title and interest including applications for the same, in the MC Capacity Calculation Regions and/or elsewhere in the world, including but not limited to copyrights, neighbouring rights, portrait rights, moral rights, sui generis database rights, models and design rights and all other possible rights in the field of literature, arts and science, rights to patents or patent applications, topography rights, rights to know-how or trade secrets, and all other rights on intellectual creations in the field of technology, trademarks, trade names rights to statutory and commercial denominations, domain names and all other possible rights to signs used in business to distinguish one good or service from another in trade.

The Contractor will ensure that its representatives, Employees and agents (such as third parties appointed by the Contractor to execute the Services in compliance with clause 9) also comply with the obligation under this clause 14.

15. LIABILITY

Parties are liable for any damage caused by a breach of their obligations arising out of generally applicable legal regulations or the terms and conditions of this Agreement ("a **Breach**").

However the MC Parties will not be liable to Contractor for any loss of profits, loss of revenue, loss of reputation, loss of business opportunity, business interruption, or any other consequential, indirect or special damages in connection with any breach of this Agreement.

In case of any Breach by the Contractor of one or more of its obligations under this Agreement, the indemnification obligations of the Contractor shall be limited to [REDACTED], except in the event of gross negligence or intentional breach in which cases the indemnification obligations shall be uncapped. The indemnification obligations shall also be uncapped i) in case of bodily injury, damage to human life or health and ii) following third party claims.

In case of any Breach by one or several of the MC Parties of one or more of the obligations under this Agreement, the indemnification obligations of each MC Party towards the Contract shall be limited to a total amount [REDACTED]

[REDACTED] except in the event of gross negligence or intentional breach in which cases the indemnification obligations shall be uncapped. The indemnification obligations shall also be uncapped in case of bodily injury, damage to human life or health.

For the avoidance of doubt, each MC Parties shall bear its own costs arising from the liability for its own breach of its obligation under this Agreement and MC Parties shall not bear joint or several liability under this Agreement (for the avoidance of doubt this also applies to any payment obligation towards the Contractor under Article 8).

16. FORCE MAJEURE

An event of Force Majeure means any unforeseen, unavoidable/irresistible event making the performance of all or part of the contractual obligations of one or the other of the Parties impossible, either temporarily or permanently. Force majeure is to be construed within the meaning given to such notion in article 1218 of the French Civil code.

The Parties shall not incur any liability and are not bound by any obligation to repair damage sustained by one or the other due to the non-performance or defective performance of all or part of their contractual obligations when the cause of this non-performance or defective performance is an occurrence of Force Majeure.

The Parties' contractual obligations in question, with the exception of confidentiality, shall then be suspended for the whole duration of the Force Majeure.

The Party that wishes to invoke an event of Force Majeure shall inform the other Party as soon as possible, specifying the nature of the event of Force Majeure invoked and its probable duration and the consequences that it shall have on the performance of this Agreement.

Any Party that invokes an Event of Force Majeure shall be obliged to do everything it can to limit its consequences and its duration.

If the Force Majeure event continues beyond a period of three months from the date on which it arises, this Agreement may be terminated under the conditions set out in the clause 18.2.2 "Termination without breach".

17. INSURANCE

The Contractor must have insurance policies taken out with a reputable insurance company which cover all the risks (up to at least the liability cap foreseen in Article 15) linked to its activity and to this Agreement.

A copy of the Contractor's insurance certificates, specifying the activities covered, the guaranteed sums and their period of validity, plus a certificate proving that it has paid its premiums, must be sent to the MC Parties within a period of **twenty one (21)** Days from the date on which the request is made. Insurance that is taken out by the Contractor may not, under any circumstances, be considered as any kind of limitation on the liabilities incurred.

18. TERMINATION

The Parties accept and acknowledge the importance of legal and regulatory requirements to which the MC Parties are subject to as transmission system operators and nominated electricity market operator (respectively). The MC Parties via the MCSC chairman may reasonably request without court intervention, to terminate immediately, by registered letter, this Agreement and without having to compensate the Contractor for any loss of demand that have been provided in anticipation of the continuation of this Agreement for such amendment or termination of this Agreement, if a legislative or regulatory text, decree, decision issued by a competent regulatory authority, or an opinion, proposal or demand by such an authority, require, any such amendment or termination.

18.1. Termination for breach

Termination for breach shall be effected either by means of a prior notice or with no prior notice in accordance with articles 1224 and 1226 of the French Civil Code. For clarity's sake, the term "termination" is to be construed under the present clause as meaning "résiliation" as mentioned in the third paragraph of article 1229 of the French Civil Code. Termination for breach shall not prejudice the payment of compensation to the MC Parties for all the harmful consequences of the Contractor's breaches of this Agreement. The final payment shall depend on the Services actually and properly performed up to the termination date.

18.1.1. With prior notice

18.1.1.1. Termination with prior notice by the MC Parties

The MC Parties may terminate collectively, wholly or partly, this Agreement by registered letter of the chairman of the MCSC to the Contractor with acknowledgement of receipt, without any court intervention and without any compensation being due in the event the Contractor is in Breach of this Agreement.

In the event that the Contractor breaches one of its contractual obligations, the MC Parties may give it notice that it is to fulfil his obligations by a deadline adapted to take the Breach identified into account.

If the Contractor has not fulfilled its obligations within the period stated in the notice, the MC Parties may:

- either take any necessary measures to remedy this situation, at the Contractor's expense. For this purpose, the MC Parties may, in particular, ask a third party to replace the Contractor, at the Contractor's expense, without prior judicial authorisation;
- or automatically and rightfully terminate this Agreement. In any event termination will take effect with receipt of the termination notice.

In the event of termination, the MC Parties and the Contractor shall then conduct observations connected to the Services performed, and conduct an inventory of the services.

The Contractor shall be required to perform, at its expense, the measures determined by the MC Parties to ensure the conservation and safety of the Services or the works, and return to the MC Parties all the documents related to the performance of this Agreement.

A report on these operations shall be drawn up.

The drawing up of this report shall imply acceptance of the Services performed, with effect from the date of termination, for the starting point of the guarantee period and the period provided for final payment.

Failing performance of these measures, the MC Parties shall enforce them automatically, at the expense and risk of the Contractor.

When certain Services are carried out on the premises of the MC Parties, the Contractor shall be required to move out of the premises and, in particular, to move its equipment out of them. If it does not fulfil this obligation, the MC Parties may have this removal carried out at the expense and risk of the Contractor.

Any termination because of a Breach of this Agreement shall be without prejudice to any other rights and remedies the non-defaulting Party may have against the defaulting Party, including any claim for damages or reimbursement of price as determined in clause 7.

18.1.2. Without prior notice

The MC Parties may terminate this Agreement by registered letter with acknowledgment of receipt, without prior notice, for serious Breaches, in particular:

- 1) if the Contractor commits fraud during the performance of this Agreement;
- 2) If the Contractor has provided incorrect information about its company, its experience, its professional, technical and financial capacities, its suppliers, its possible subcontractors, its quality process, its products, means or capacities, as well as all the information referred to in Article R2143-3 of the French Public Order Code;
- 4) if the MC Parties become aware of repeated breaches pertaining to the insufficient quality of the Services, notably when the Contractor fails:
 - to submit a profile of equivalent skills and experience within a maximum period of five (5) Working Days following the departure of the Contractor's Employee carrying out the assignment;
 - with the replacement recovery period of at least ten (10) Working Days is not respected (except in cases of Force Majeure);
 - if the one (1) month notice period in case of departure, replacement of the Contractor's Employee at the Contractor's initiative is not respected.
- 5) in the event of a breach of security leading to a seriously dangerous situation;
- 6) if the Contractor declares that it is unable to meet its commitments without having to invoke a case of force majeure;
- 7) if the Contractor resorts to subcontracting without the subcontractor being approved and without prior agreement of the payment terms by the MC Parties;

In the event that a substantial change is made to elements leading to the Contractor's aptitude or qualification, the MC Parties may:

- suspend or terminate any Purchase Order, by rights, without any legal formality. Only the execution of the Services is suspended, but the Agreement remains applicable;
- terminate this Agreement by rights without any legal formality.

The terms and conditions specified as of the third paragraph of the clause 18.1.1 "*With prior notice*" shall apply to this clause, "*Without notice*".

18.2. Termination without breach

18.2.1. With prior notice

The MC Parties may terminate collectively this Agreement by registered letter of the chairman of the MCSC to the Contractor with acknowledgement of receipt, without any court intervention, subject to a period of 3 (three) months' notice for any reasons of its own, including those which may be deemed to have been foreseeable at the time of entering into this Agreement. In such a case the Contractor will still have the right to claim payment for all Services which were provided before and during the notice period.

Furthermore, each of the MC Party benefits from a possibility of early termination of the Agreement, and at its sole discretion, without court intervention and with no compensation being due, with immediate effect upon written notice, in case it should no longer be a part of SDAC and SIDC, it being understood that the Agreement shall remain in force for all other MC Parties and Contractor.

18.2.2. Without prior notice

The MC Parties via MCSC chairman may terminate, wholly or partly, this Agreement with immediate effect by registered letter to the Contractor with acknowledgement of receipt, without any court intervention and without any compensation being due, if the Contractor:

- i) ceases its business or becomes the object of a liquidation or dissolution;
- ii) is declared bankrupt or becomes the object of a filing of a voluntary or involuntary petition under the applicable Bankruptcy Act;

The judgment pronouncing the Contractor's compulsory or official receivership shall be sent immediately by the Contractor to the MC Parties. This applies to any judgment or decision likely to have an effect on the performance of this Agreement. In the event of jointly and severally liable co-contracting parties, the co-contracting party concerned shall be responsible for sending this judgment. Termination of the Agreement may sought by the MC Parties in the event of compulsory or official receivership in accordance with the legal and regulatory provisions currently in force.

- iii) is the object of an appointment of a receiver, or admitted in writing its inability to pay its debts generally as they come due (to the extent compatible with applicable law);
- iv) Force Majeure: this Agreement may be terminated by one or the other of the Parties, as of right, three months from the date on which the force majeure event occurs, as provided in the clause 16 "Force majeure"

In case of early termination pursuant to this clause 18, the MC Parties will only remunerate the Contractor for the Services already performed consistently with the terms and conditions of this

Agreement.

18.3. Handover

In case of early termination pursuant to clauses 18.1 and 18.2, the Contractor is always obliged to ensure a professional and thorough handover, starting after the termination notice period, regarding all Services provided to all MC Parties, all open to do's, any unfinished works, preparations, creations, studies, researches, experiences, inventions or other information to an appointed liaison personnel from the MC Parties or an appointed new project management officer.

In the cases where the termination is due to a reason attributable to the Contractor the handover is ensured without additional costs. In other cases, the costs for a handover period, which shall not exceed 2 months unless otherwise agreed by MCSC, shall be tackled in accordance with the quarterly estimations of the individual work packages. Should the handover processes exceed the 2 months of a handover period, this shall be invoiced as Additional Services but never exceed 20 man-days.

19. NON SOLLICITATION

Each MC Party on the one hand, and Contractor on the other hand, undertake during the term of this Agreement and within one year after its expiry or termination for whatever reason not to hire or get work, either directly or indirectly, from the staff of respectively Contractor or MC Parties that participated in the carrying out of the scope of this Agreement, even if asked to do so by the said staff. In case of any duly established breach of this obligation by Contractor, Contractor undertakes to pay to the MC Parties a lump sum indemnification ("indemnité forfaitaire") equal to twelve (12) months of the last gross salary of the member of the staff concerned. In case of any breach of this obligation by a MC Party, such MC Party undertakes to pay to Contractor a lump sum indemnification ("indemnité forfaitaire") equal to twelve (12) months of the last gross salary of the member of the staff concerned.

20. APPLICABLE LAW AND DISPUTE RESOLUTION

20.1. Applicable Law

This Agreement language shall be in English.

The Parties agree that the working language for all notifications and for all matters relating to this Agreement shall be English, to the extent compatible with the applicable provisions of mandatory law, if any.

The applicable law shall be French law, to the exclusion of its conflicts of law rules.

20.2. Dispute Resolution

In the event of disagreement relating to the validity, the enforcement and/or the interpretation of this Agreement, the Parties commit to try to settle such disagreement, by convening a meeting of the MCSC with Contractor.

In case the disagreement cannot be settled neither as in previous paragraph, within 6 months from the date the disagreement is first mentioned in written between the Parties, then this disagreement shall be settled according to French Law before the competent court in accordance with clause 19.3.

In order to launch an attempt for an amicable settlement, the complainant shall send the other Party notification by registered mail with acknowledgment of receipt, stating:

- the Agreement reference (name, number and notification date);
- the subject of the dispute;
- the proposal for a meeting with a view to resolving the dispute amicably.

20.3. Competent court

The courts holding jurisdiction are the Paris courts.

21. MISCELLANEOUS

This Agreement constitutes the entire agreement between the Parties with respect of the subject matter thereof and supersedes any prior or contemporaneous agreements, whether oral or written, between the Parties with respect to said subject matter. No Party has relied upon any other promise, representation or warranty other than those contained herein, in executing this Agreement.

The Parties are aware of the fact that OTE, a.s., irrespective of the Applicable Law of this Agreement, 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, to publish this Agreement in the National Contract Registry of the Czech Republic and that, insofar as OTE is concerned, the entry into force of this Agreement is subject to such prior publication of this Agreement.

For information purposes only, TGE and PSE hereby declares that it 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) n° 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).

The Contractor may not assign or transfer this Agreement without the prior explicit written consent of the other Parties which will not unreasonably withhold or delay their consent.

No agency, partnership or joint venture relationship is created between the Parties as a result of this Agreement.

IN WITNESS THEREOF, and without prejudice to the procedure of sending scanned signatory pages set forth in Article 4.1, this Agreement has been duly executed in fifty-one (51) original documents by the undersigned authorised representatives.

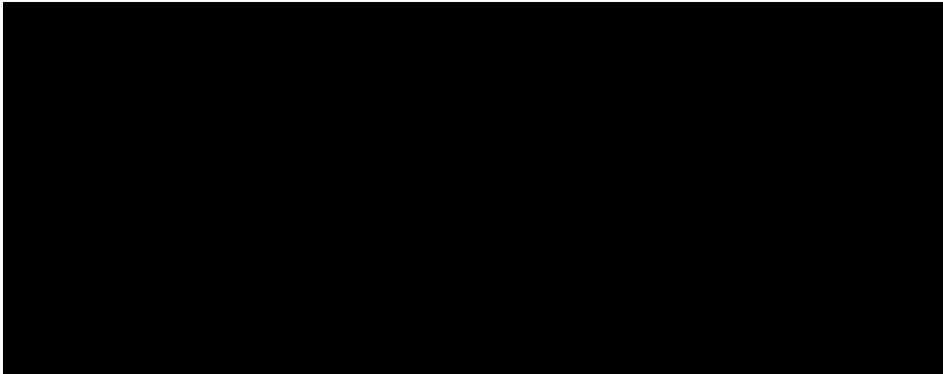
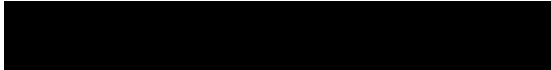
Signatory Pages
following

SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

50 Hertz Transmission GmbH

Date:

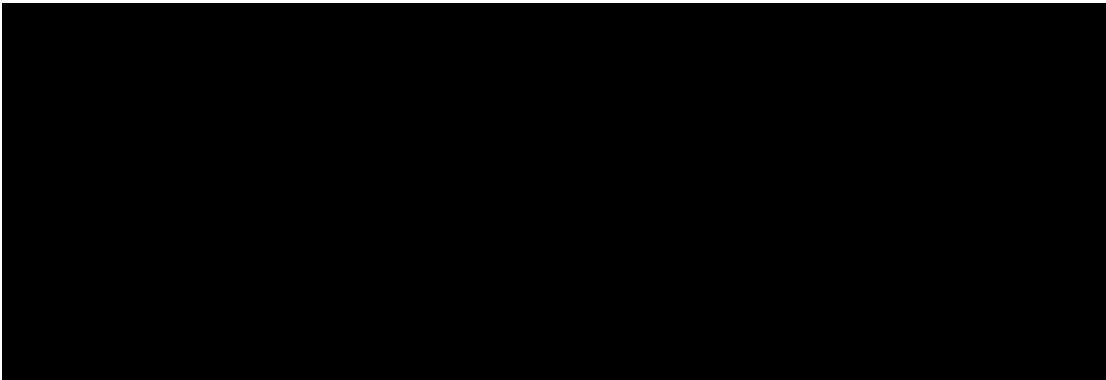


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

AFFÄRSVERKET SVENSKA KRAFTNÄT

Date:

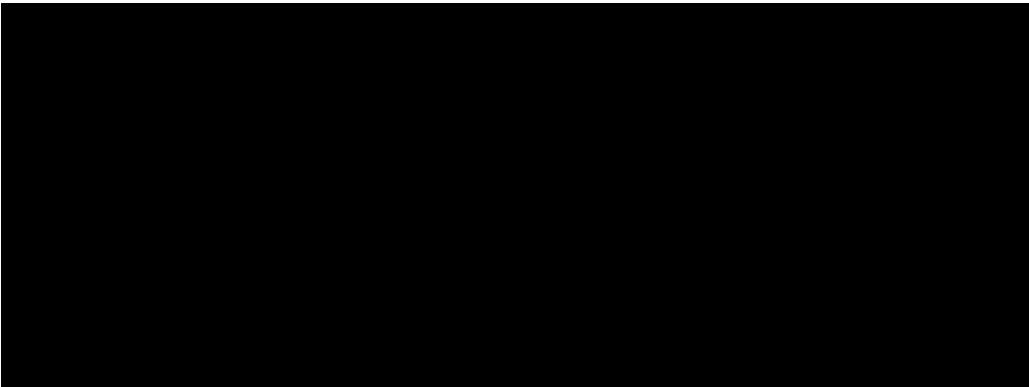
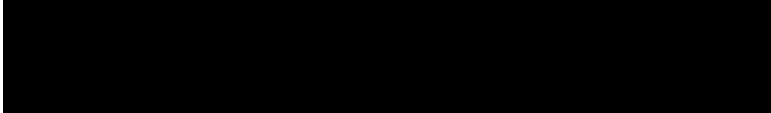


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

AMPRION GmbH

Date:



SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

AS "Augstsprieguma tīkls"

Date:

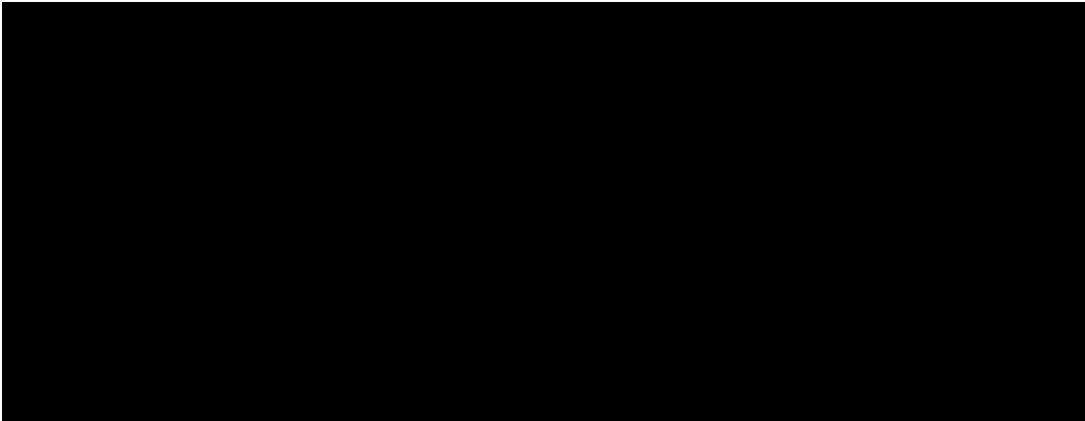


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

AUSTRIAN POWER GRID AG

Date:

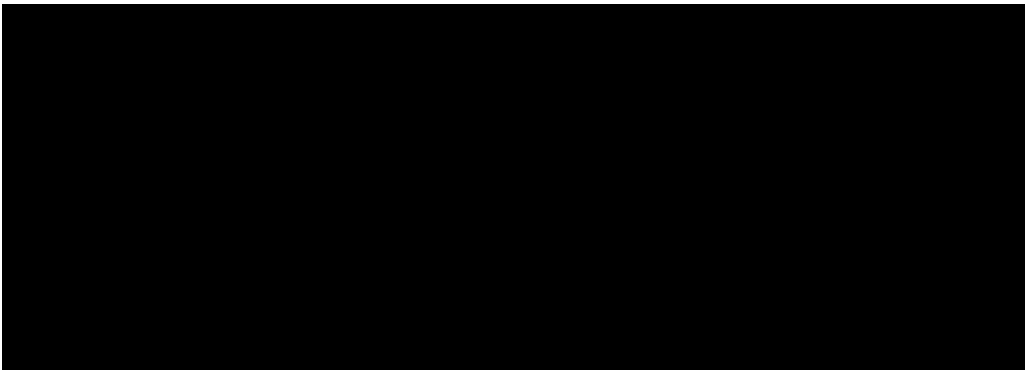
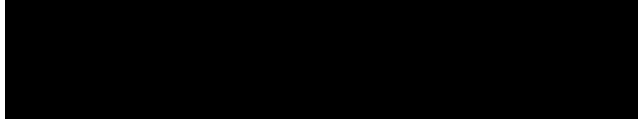


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

Baltic Cable AB

Date:

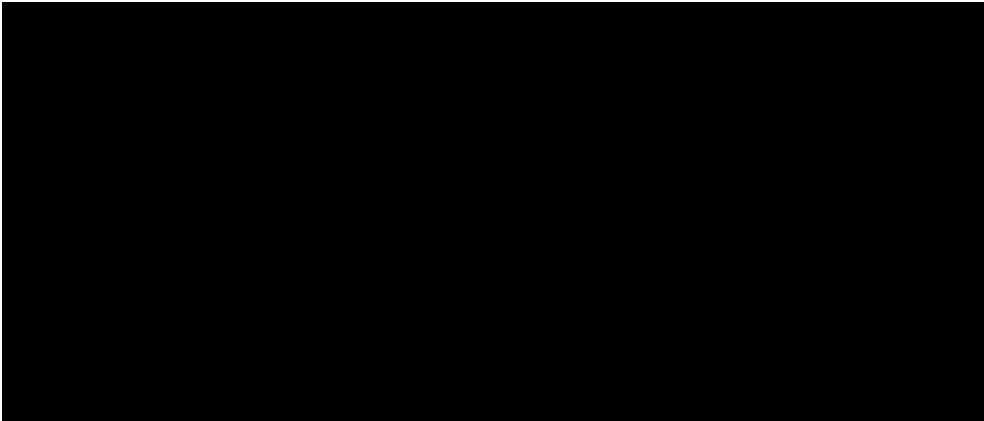
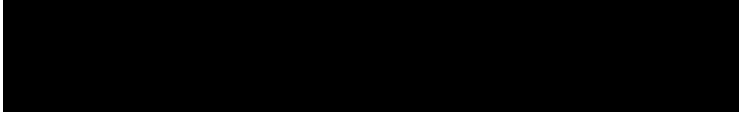


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

ČEPS, a.s.

Date:

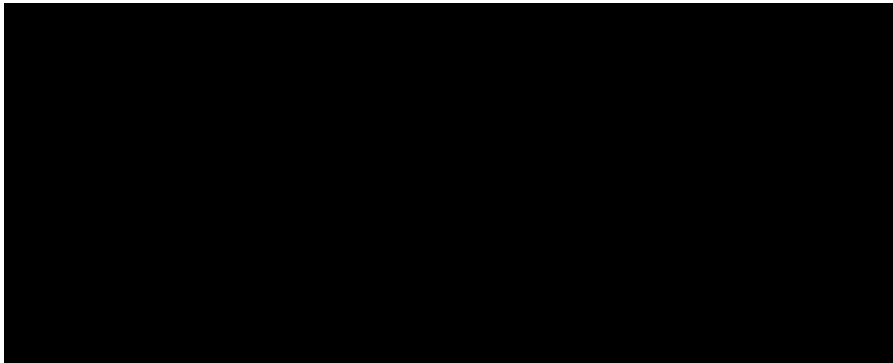


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

CREOS Luxembourg S.A.

Date:

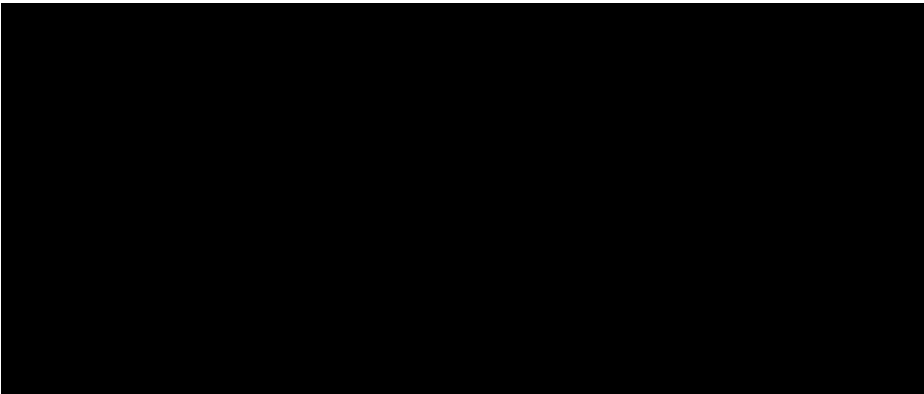


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

Croatian Transmission System Operator Ltd.

Date:

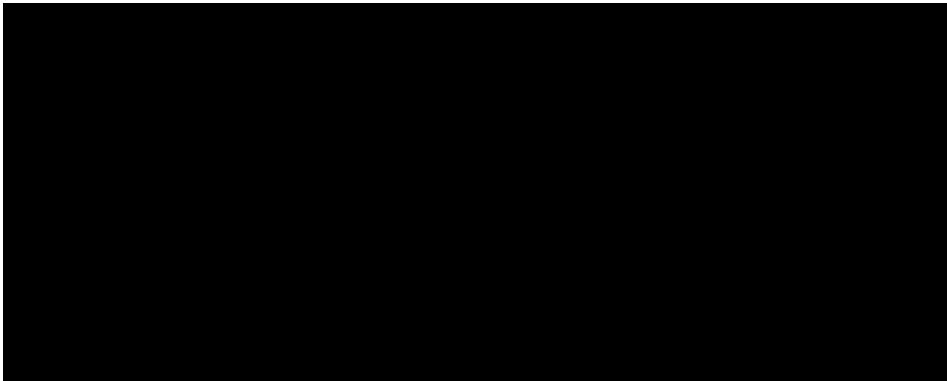


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

EIRGRID plc

Date:

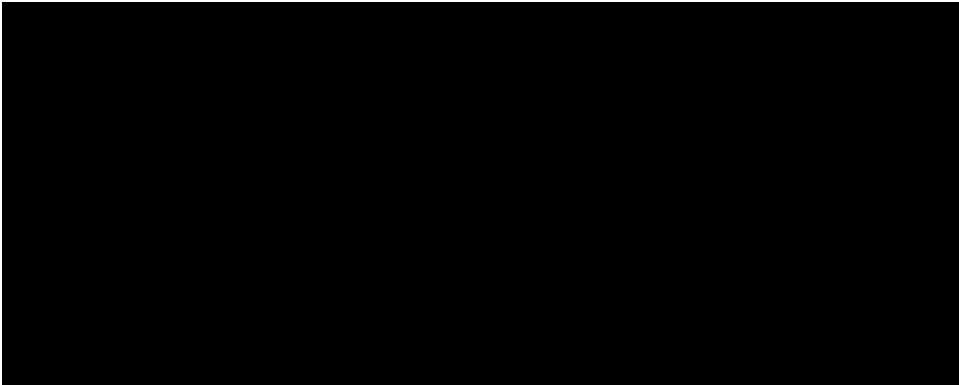
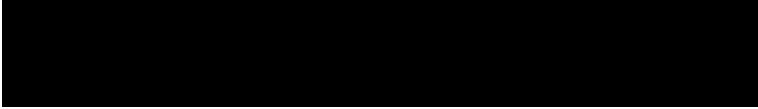


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

ELECTRICITY SYSTEM OPERATOR EAD

Date:



SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

ELERING AS

Date:

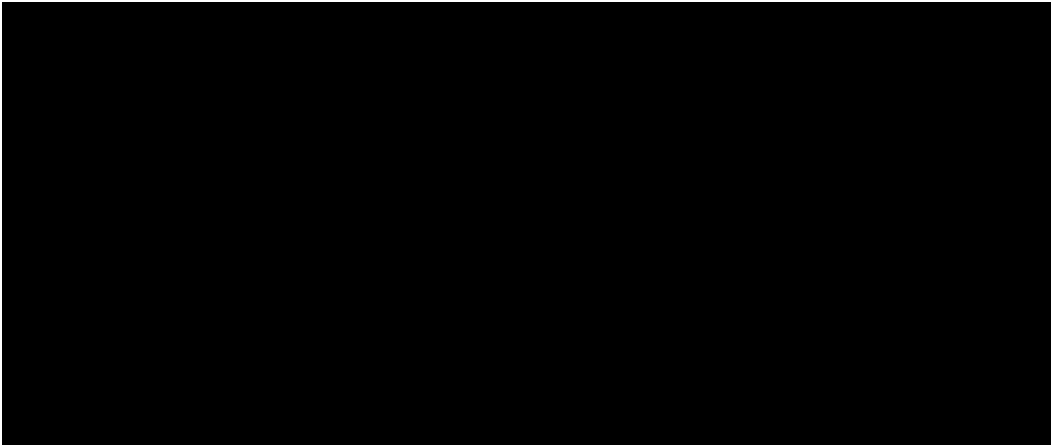
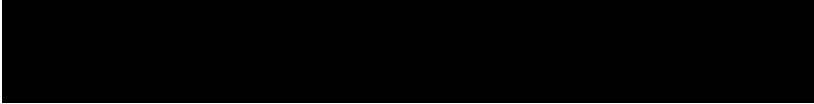


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

ELES, Ltd., Electricity Transmission System Operator

Date:

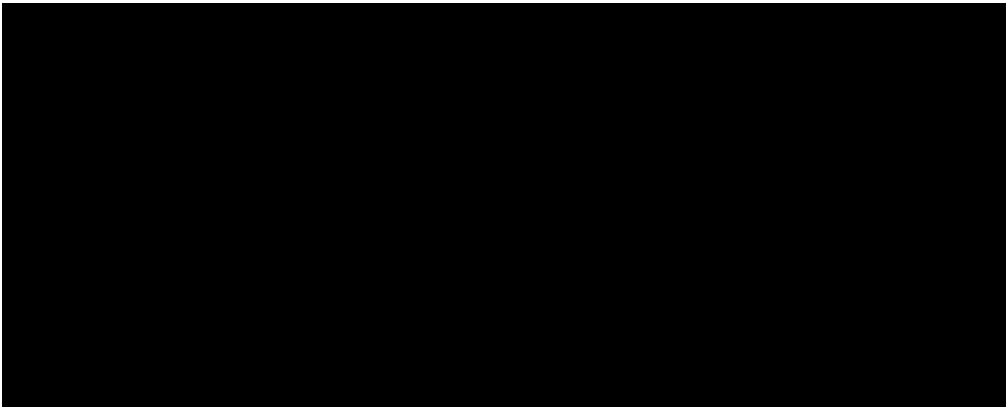


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

ELIA TRANSMISSION BELGIUM SA/NV

Date:

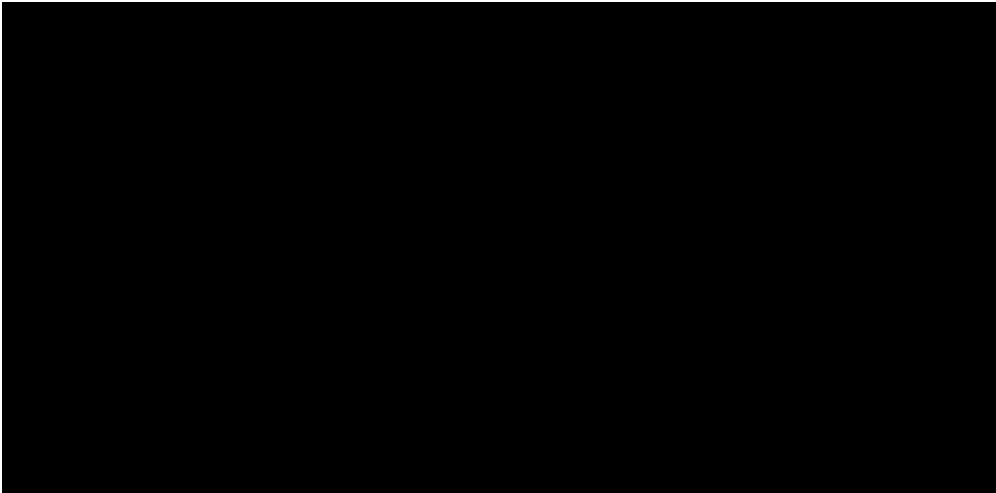
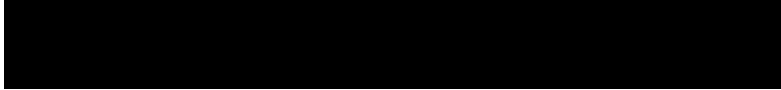


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

Energinet Systemansvar A/S

Date:

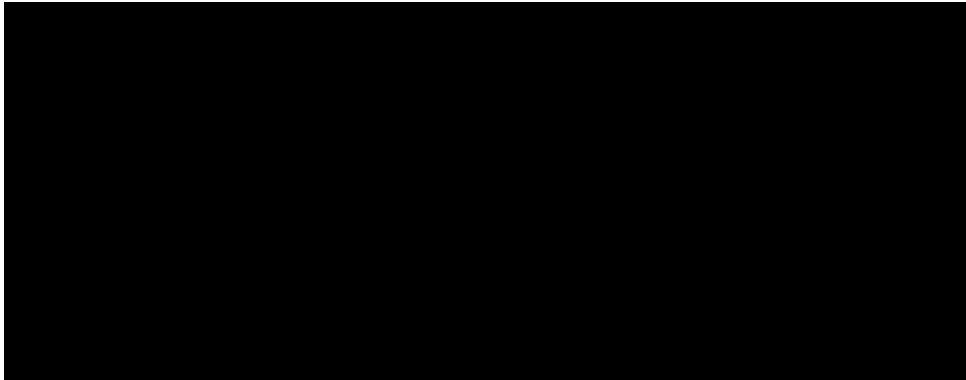


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

FINGRID OYJ

Date:

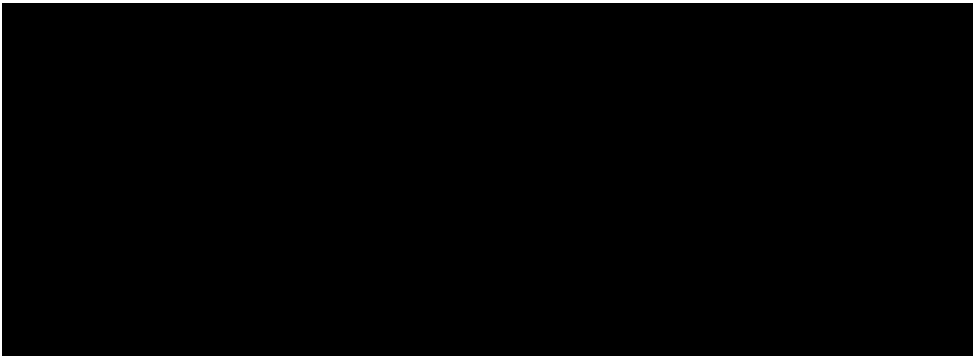
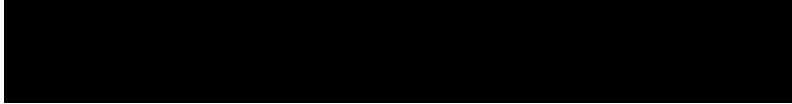


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

Independent Power Transmission Operator S.A.

Date:

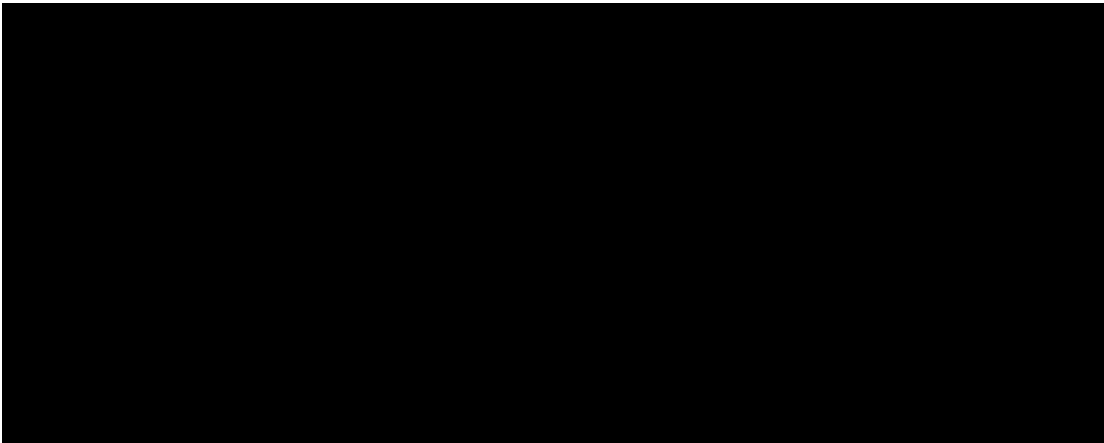
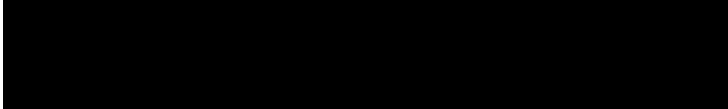


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

Kraftnät Åland Ab

Date:

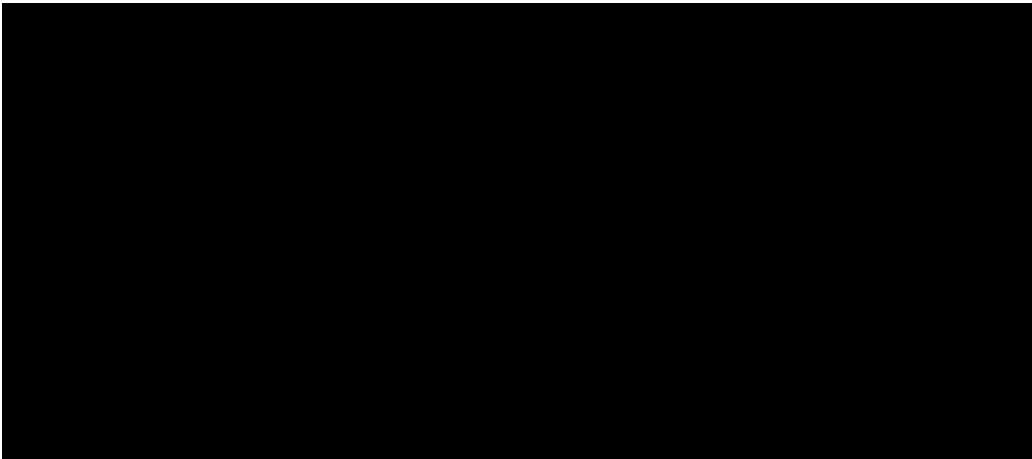


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

LITGRID AB

Date:

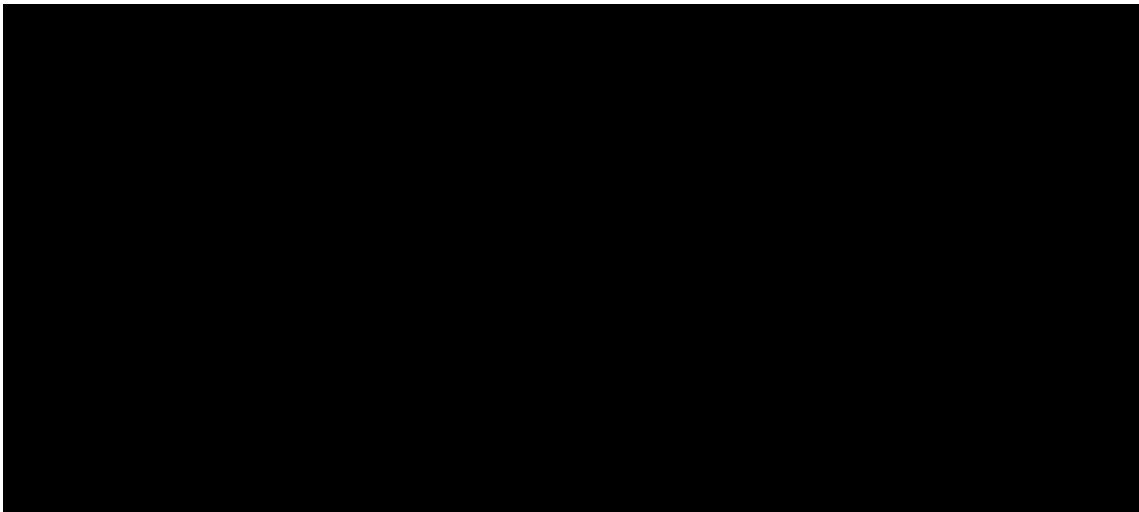
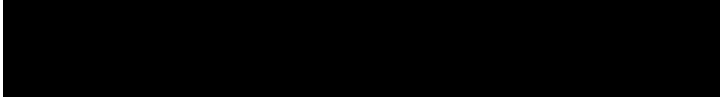


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

**MAVIR Hungarian Independent Transmission Operator
Company Ltd.**

Date:

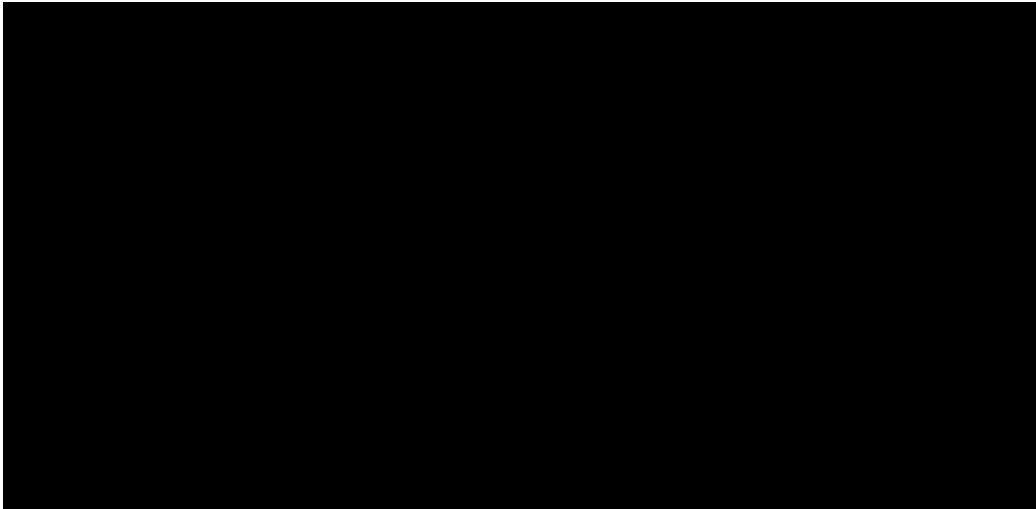


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

National Power Grid Company Transelectrica S.A.

Date:

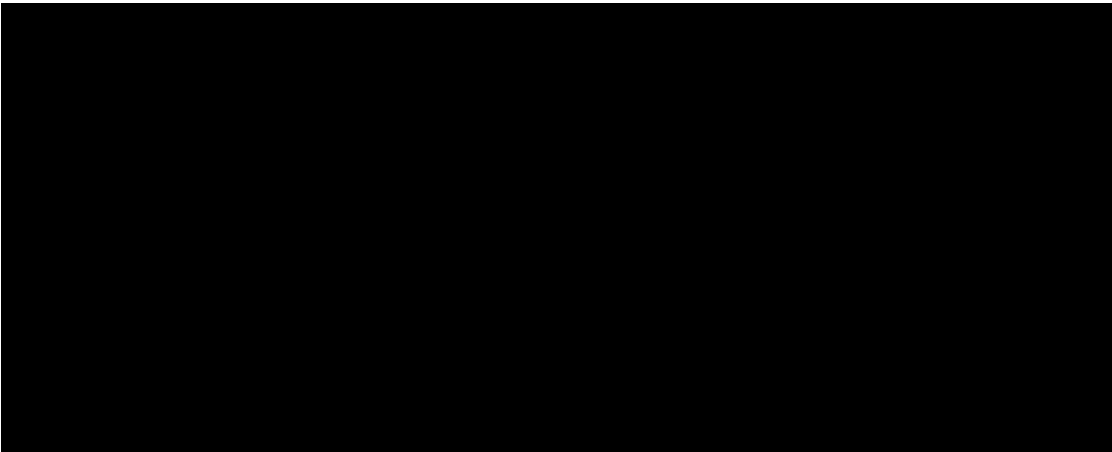
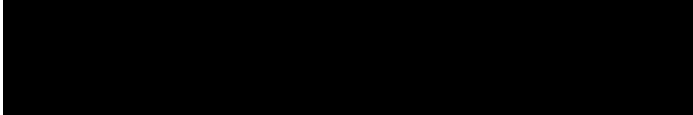


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

Polskie Sieci Elektroenergetyczne S.A.

Date:

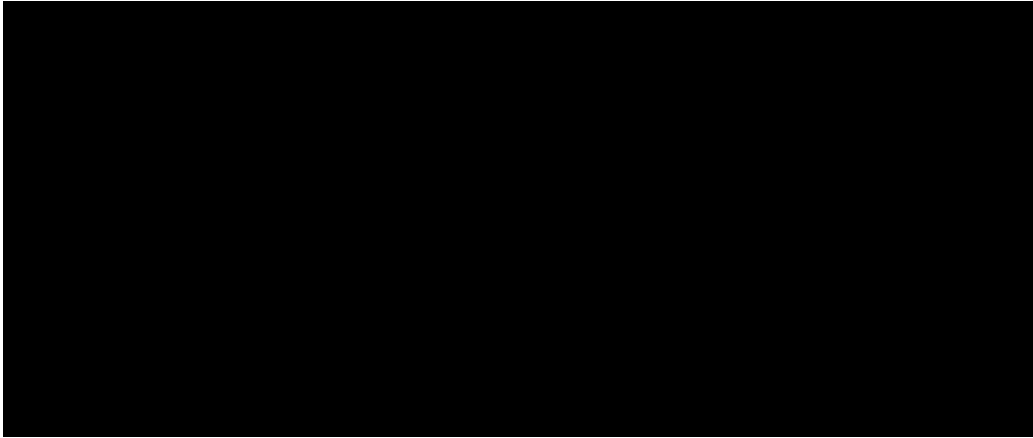


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

Red Eléctrica de España, S.A.U.

Date:

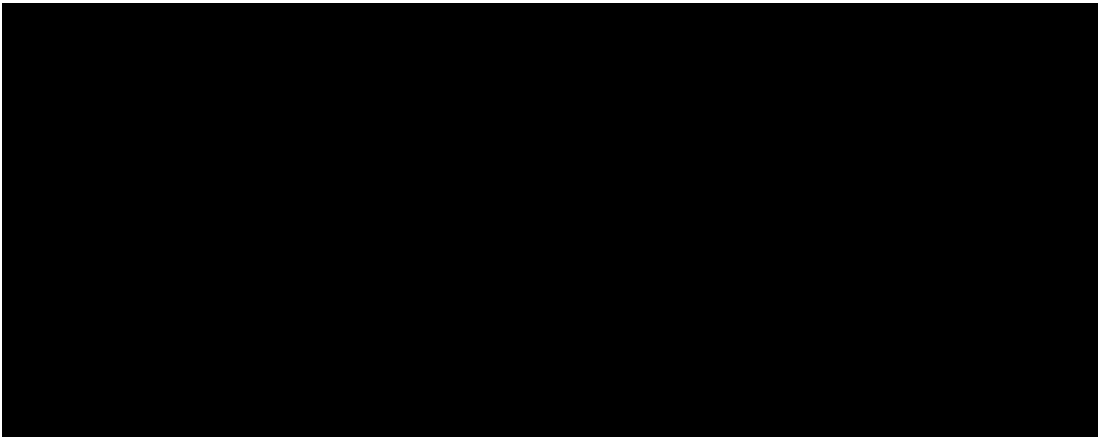


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

REN – Rede Eléctrica Nacional, S.A.

Date:

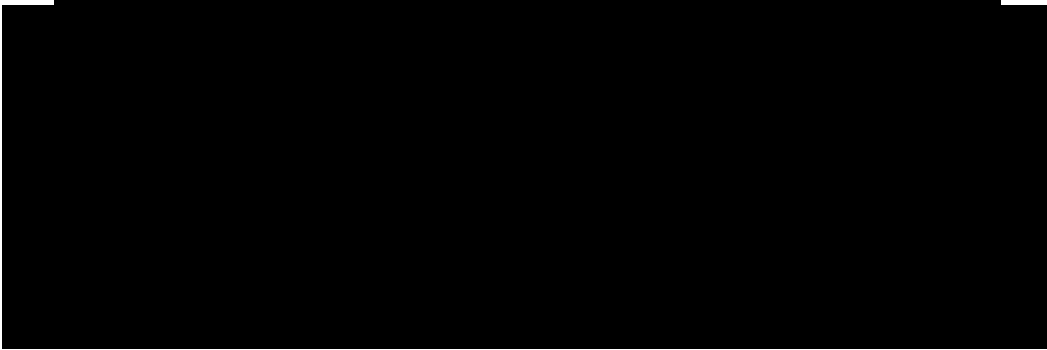
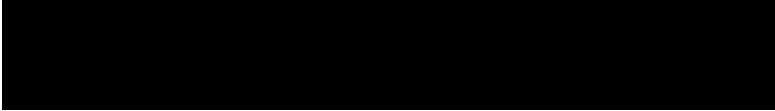


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

RTE Réseau de Transport d'Electricité

Date:

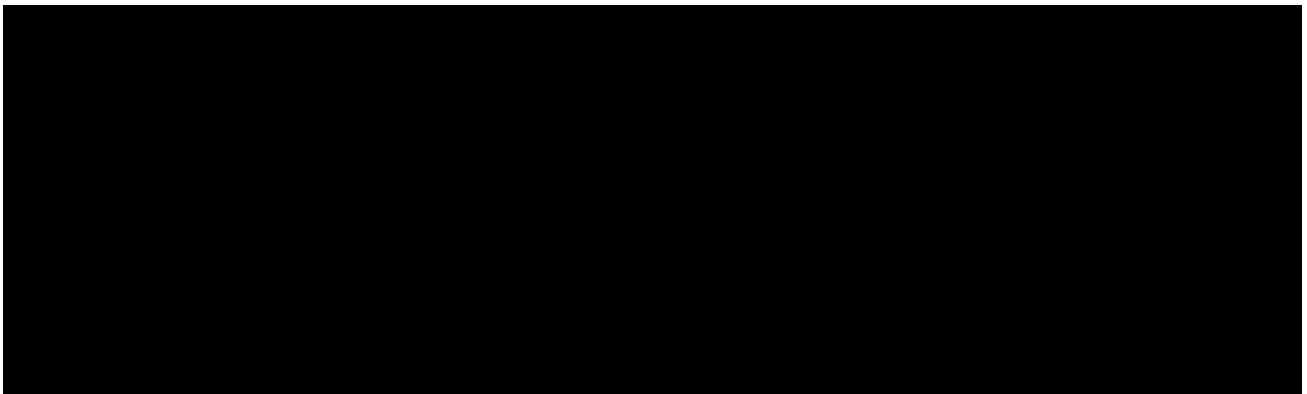
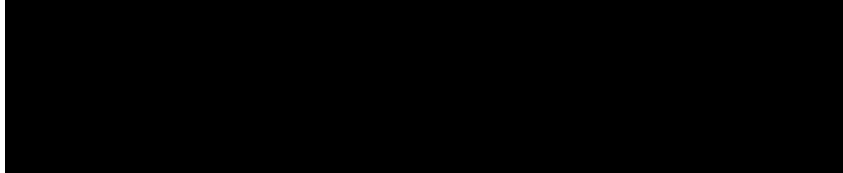


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

Slovenská elektrizačná prenosová sústava, a.s.

Date:

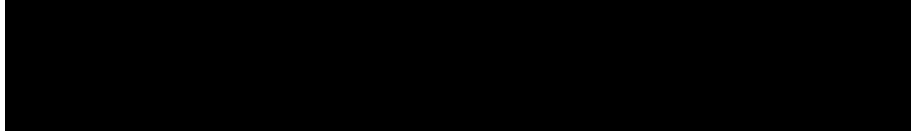


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

SONI Limited

Date:

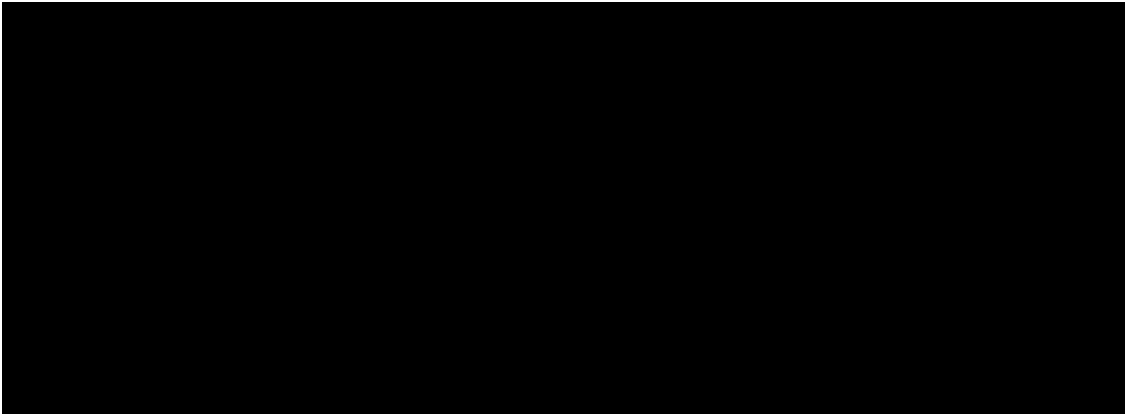
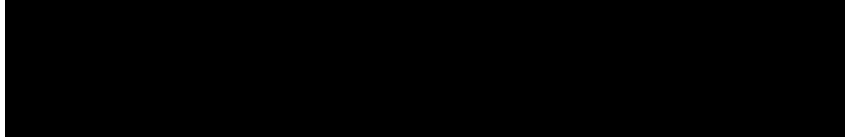


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

STATNETT SF

Date:

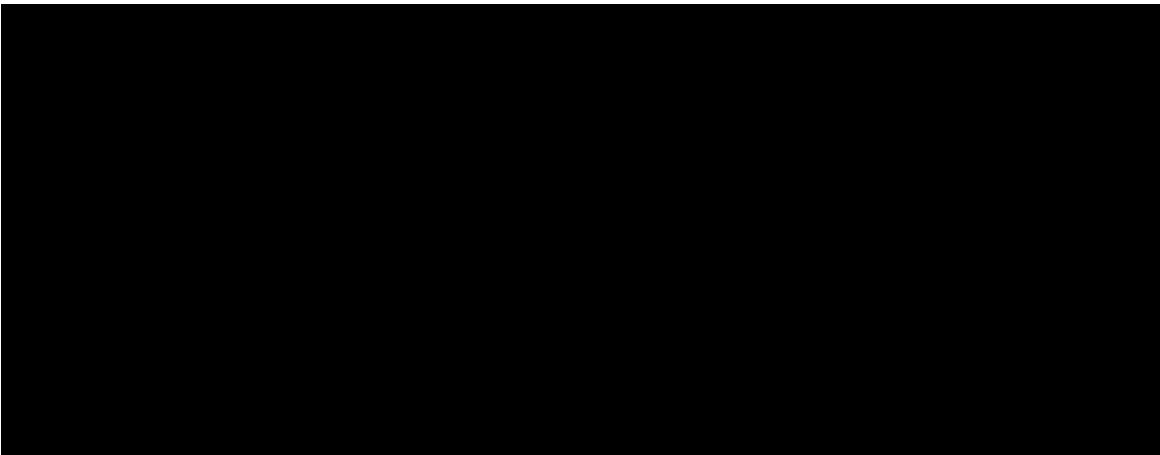
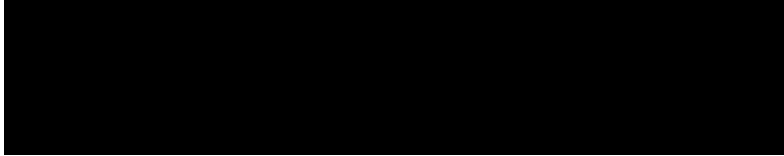


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

TENNET TSO B.V.

Date:



SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

TENNET TSO GmbH

Date:

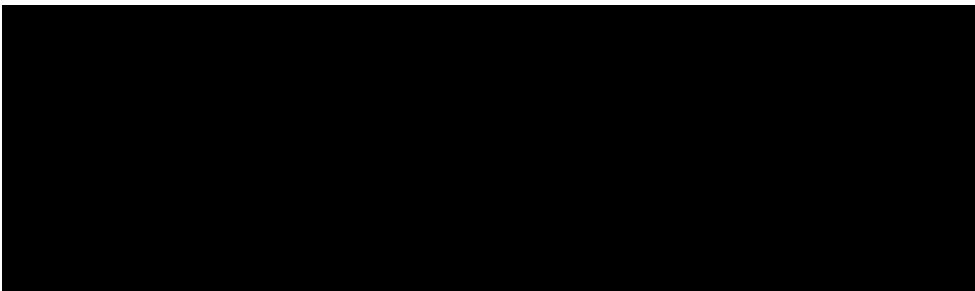
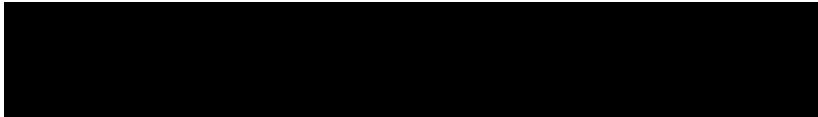


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

TERNA - Rete Elettrica Nazionale S.p.A.

Date:

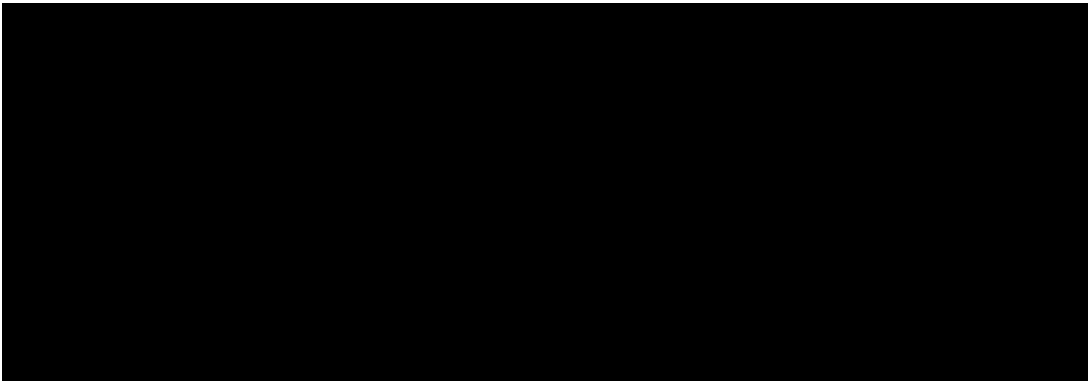
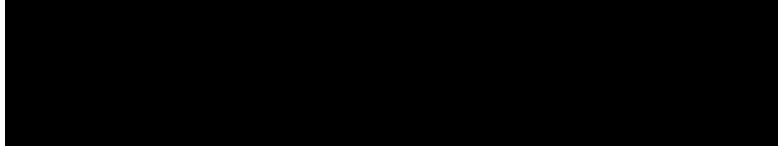


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

TRANSNET BW GmbH

Date:

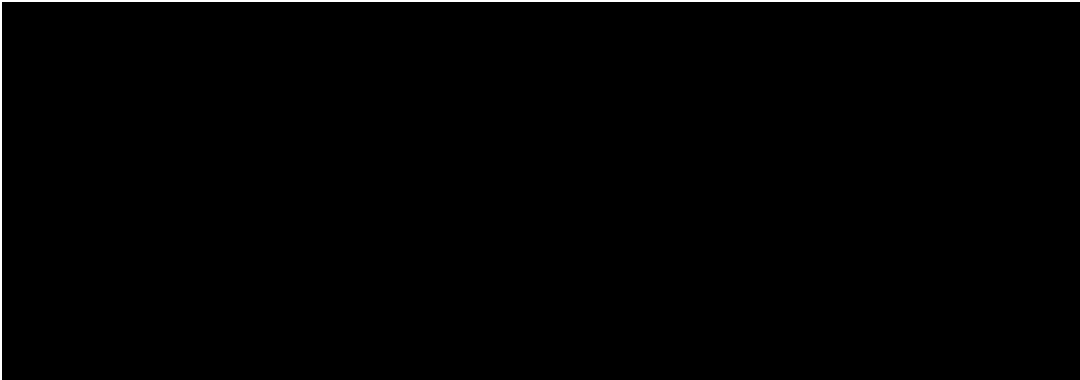
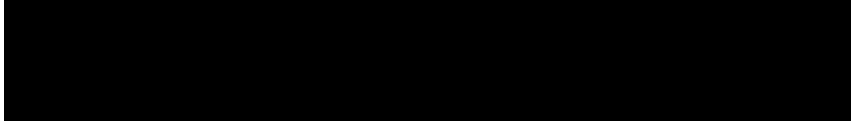


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

BSP Energy Exchange LL C

Date:

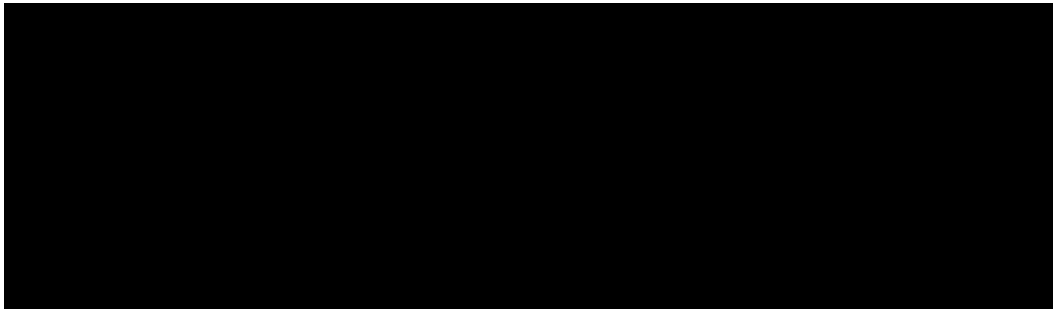
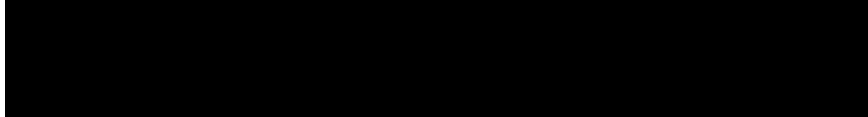


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

CROATIAN POWER EXCHANGE Ltd.

Date:

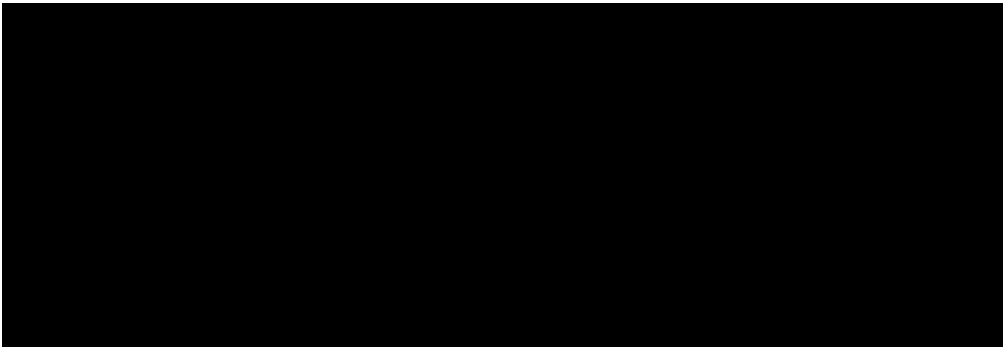
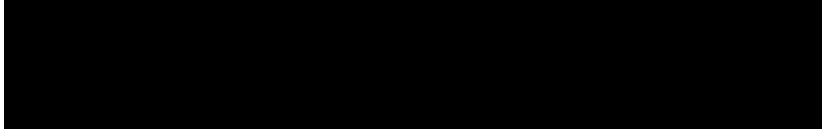


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

EIRGRID plc

Date:

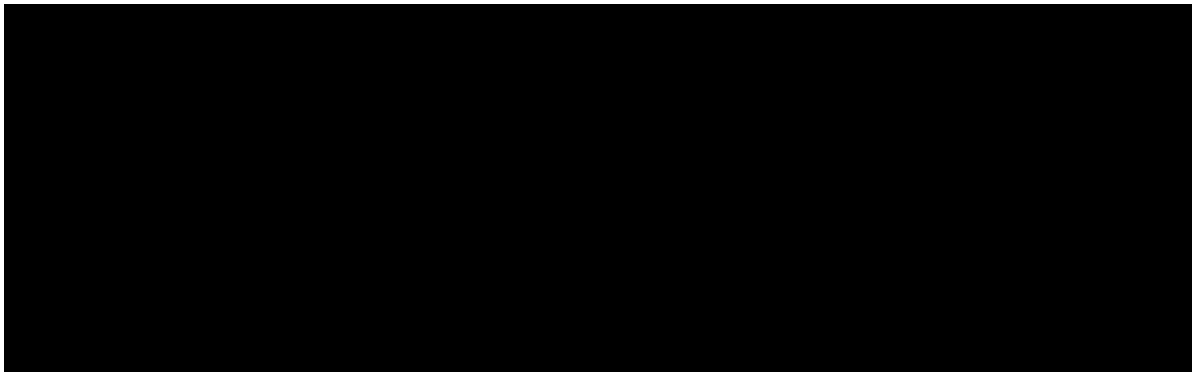
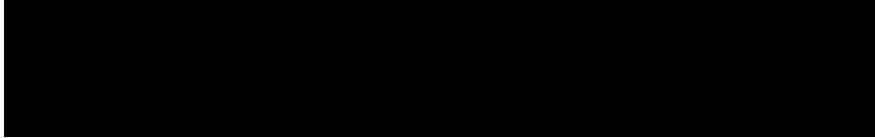


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

EPEX Spot SE

Date:

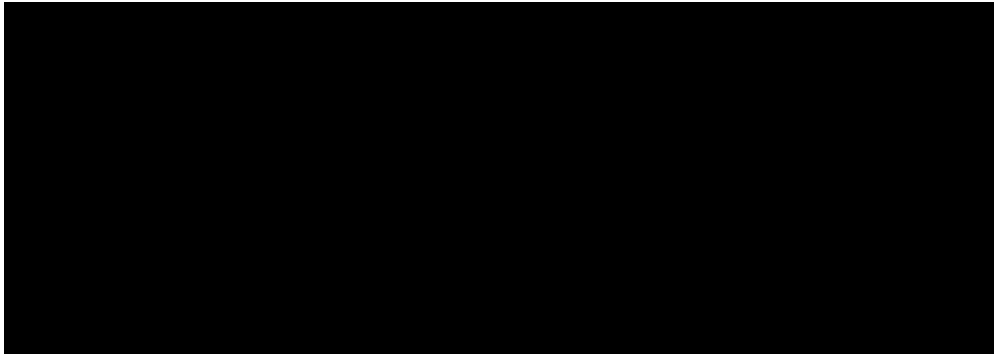


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

ETPA Holding B.V.

Date:

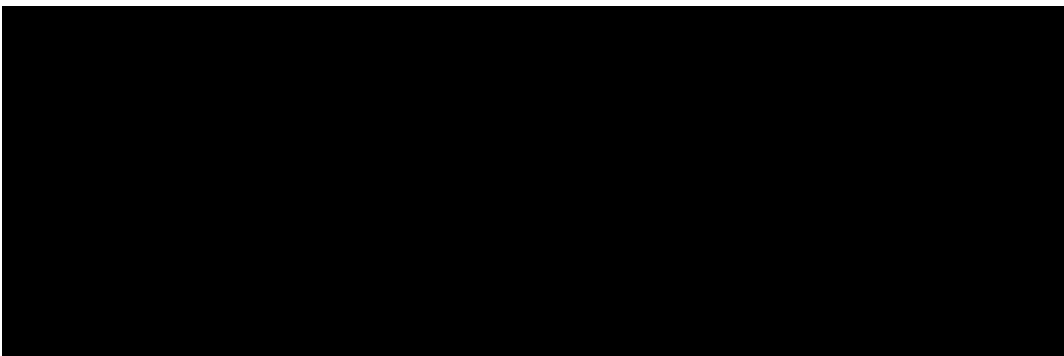


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

EXAA Abwicklungsstelle für Energieprodukte AG

Date:

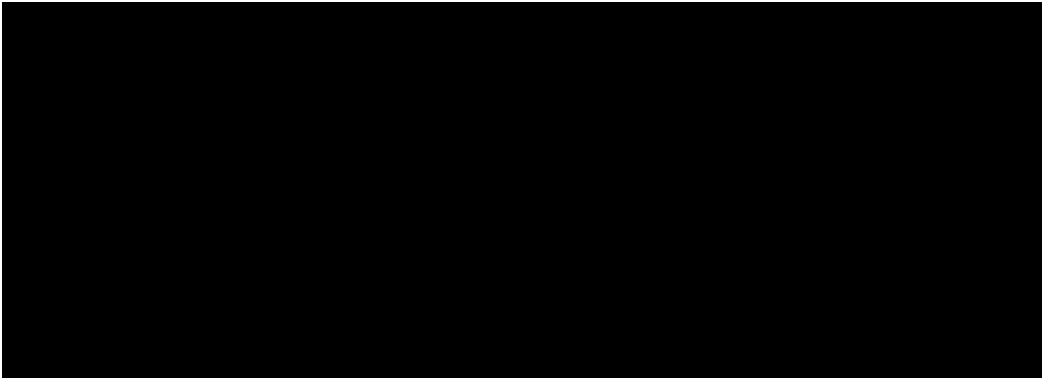
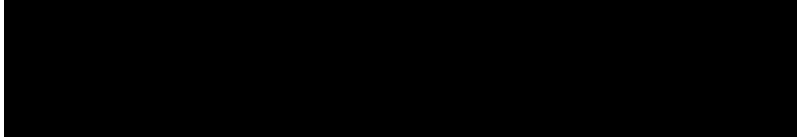


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

Gestore dei Mercati Energetici S.p.A.

Date:

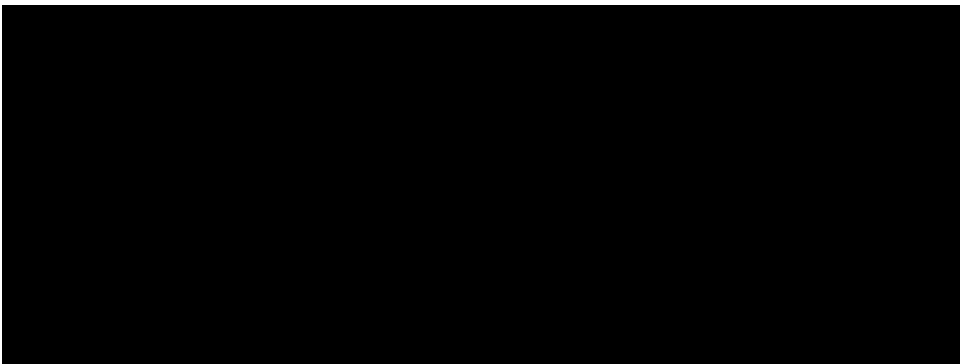
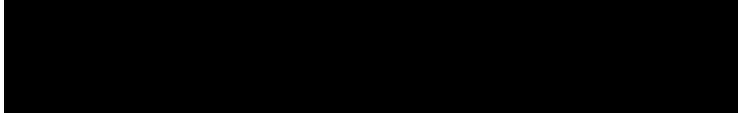


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

HELLENIC ENERGY EXCHANGE S.A.

Date:



SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

HUPX Hungarian Power Exchange Company Limited by Shares

Date:

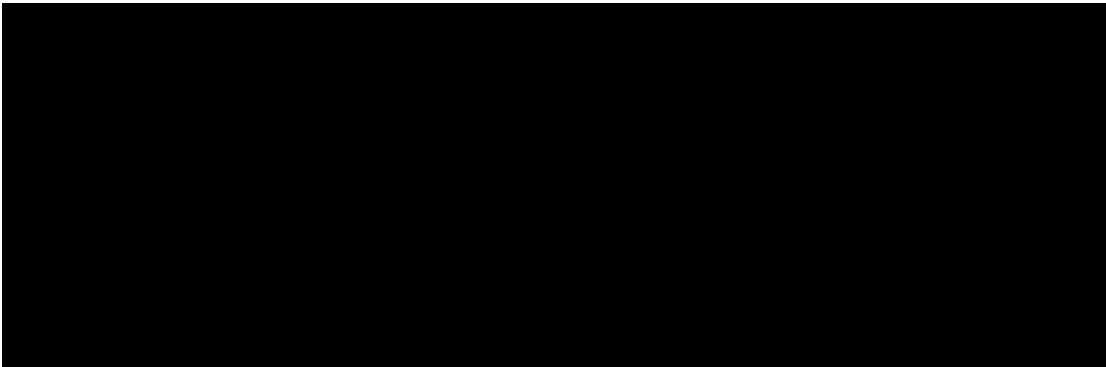
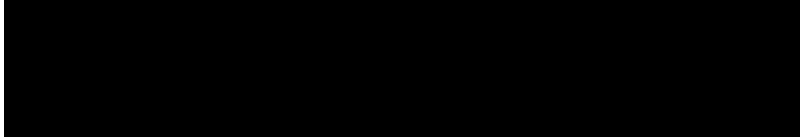


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

Independent Bulgarian Energy Exchange

Date:

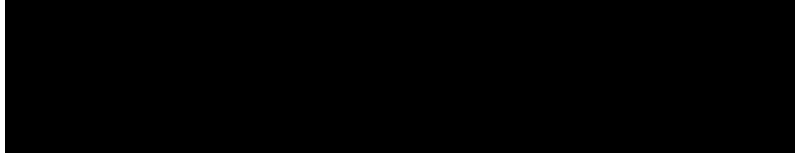


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

Nasdaq Spot AB

Date:

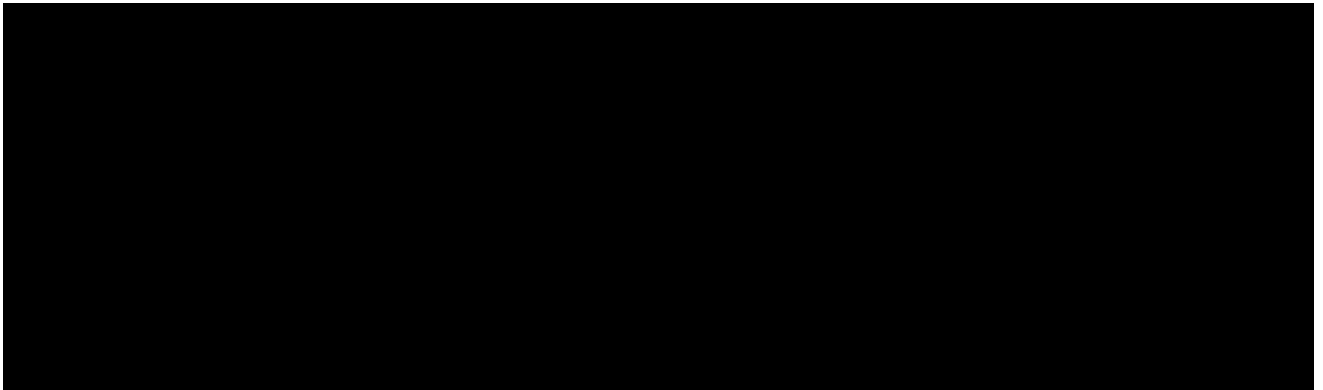
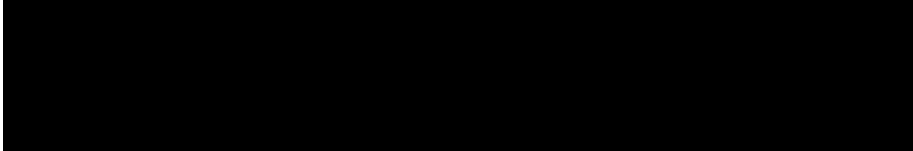


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

Nord Pool European Market Coupling Operator AS

Date:

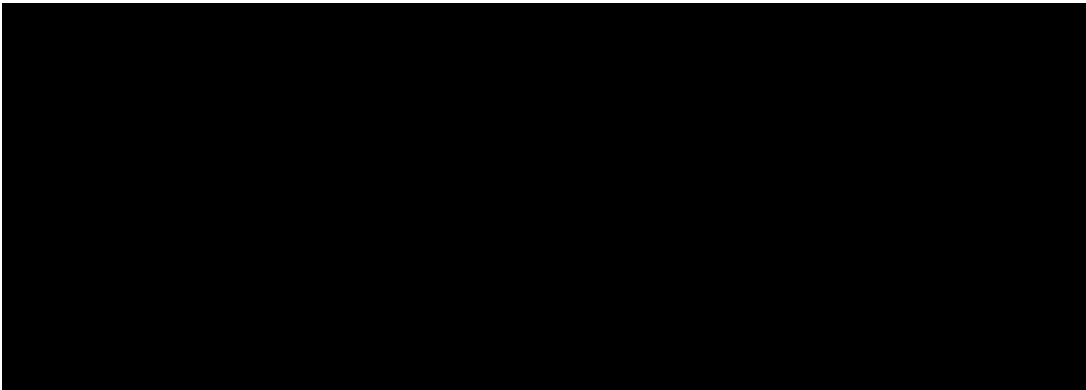
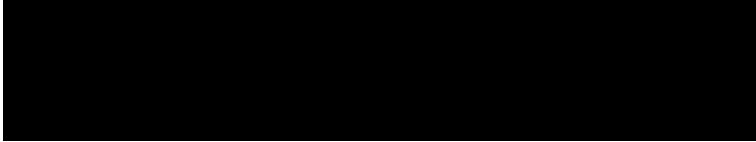


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

OKTE, a.s.

Date:

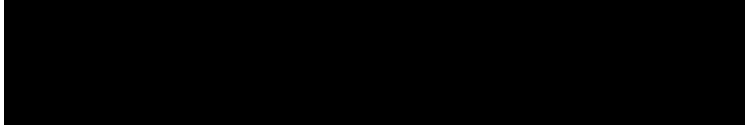


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

OMI-Polo Español, S. A

Date:

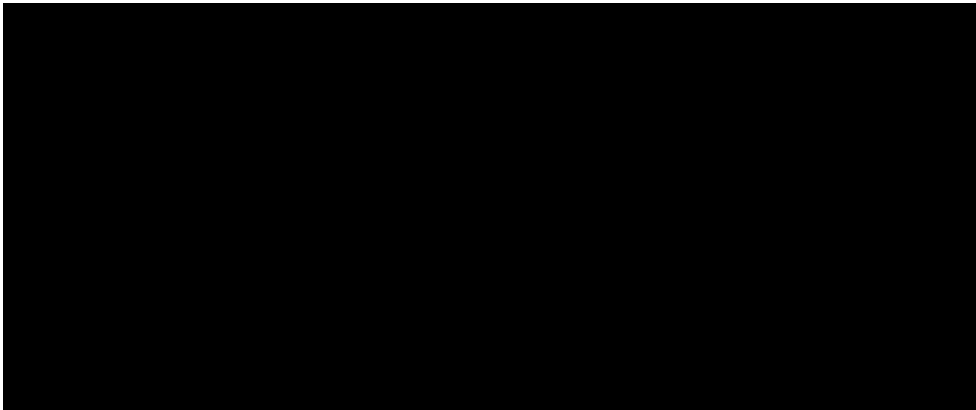
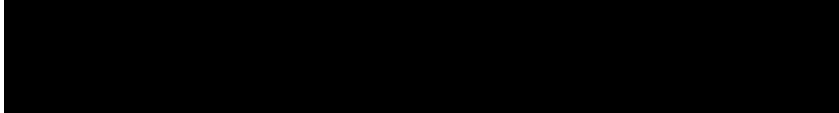


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

**Operatorul Pietei de Energie Electrica si de Gaze
Naturale "OPCOM" S.A.**

Date:

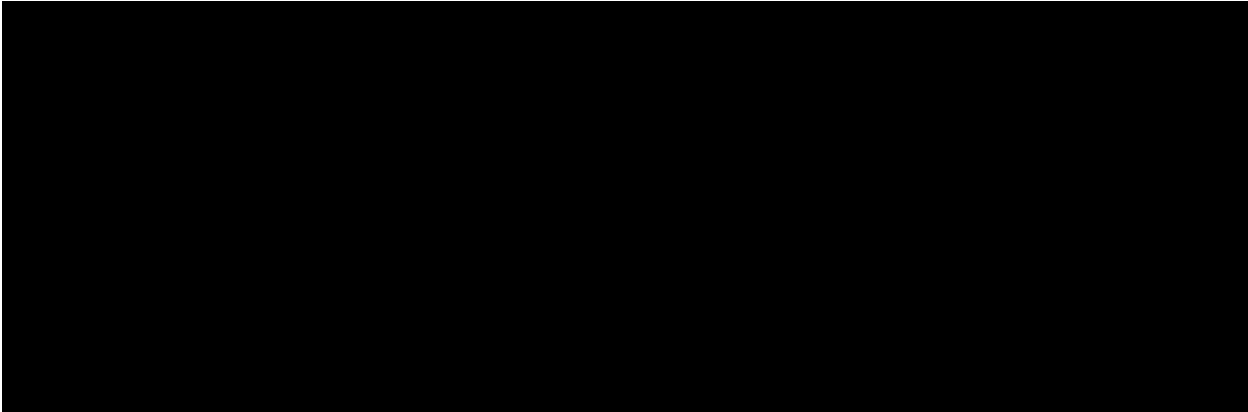
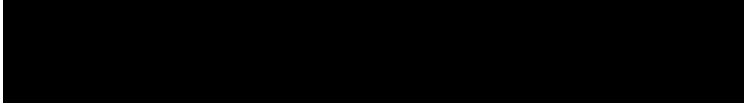


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

OTE, a.s.

Date:

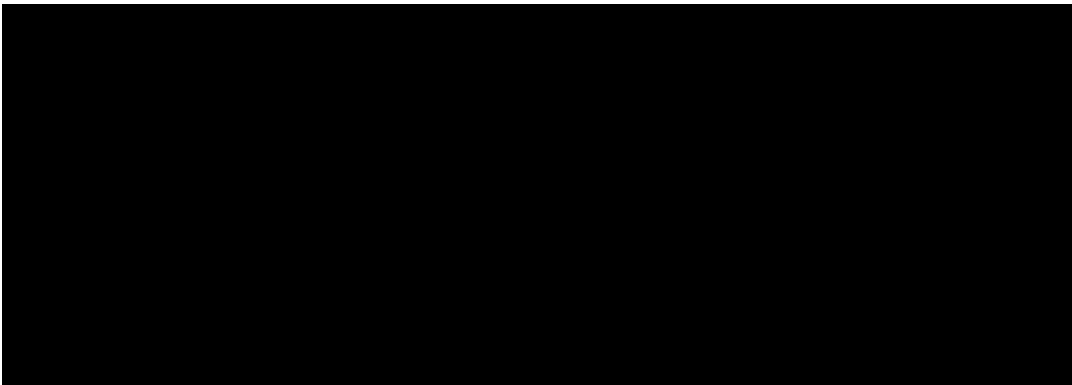
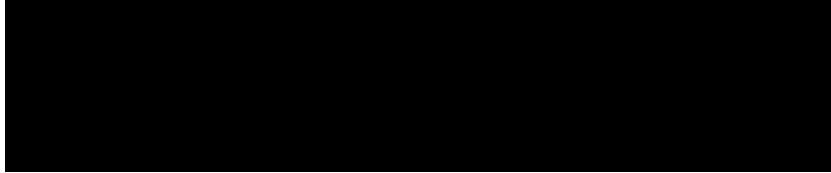


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

SONI Limited

Date:

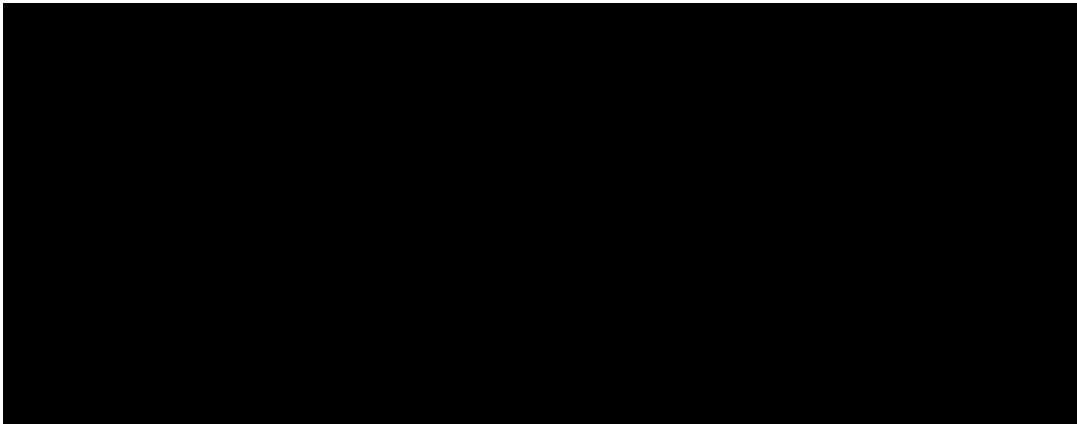
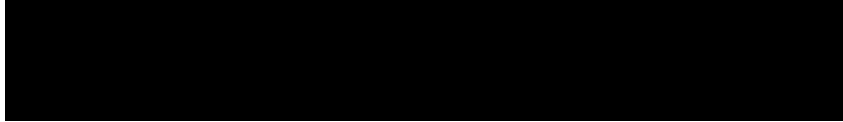


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

Towarowa Giełda Energii S.A

Date:

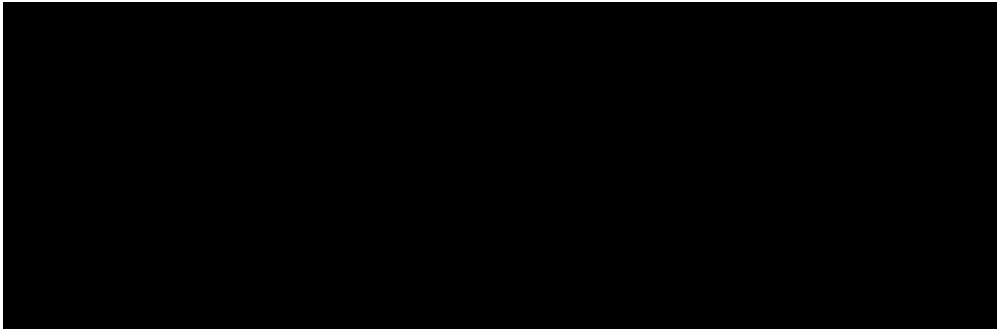
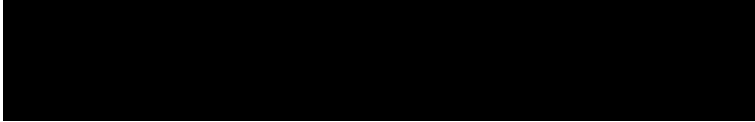


SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES FOR SDAC AND SIDC
between the MC Parties and the Contractor

The Contractor

Date:



APPENDIX 1 TO THE AGREEMENT – LIST OF MC PARTIES: CONTACT DETAILS, INVOICING DETAILS

Name	50Hertz Transmission GmbH	Amprion GmbH	Austrian Power Grid AG
Address	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Name	AS "Augstsprieguma tīkls" ("AST")	Baltic Cable AB	ČEPS, a.s.
Address	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Name	OTE, a.s.	SONI Limited	Towarowa Giełda Energii S.A.
██████████ ██████████ ██████████	██████████ ██████████	██████████ ██████████ ██████████	██████████ ██████████
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
██████████ ██████████ ██████████	██████████ ██████████ ██████████	██████████ ██████████	██████████ ██████████
██████████ ██████████	██████████ ██████████	██████████	██████████
██████████ ██████████ ██████████	██████████ ██████████ ██████████	██████████ ██████████	██████████ ██████████ ██████████
██████████ ██████████ ██████████	██████████ ██████████	██████████ ██████████ ██████████ ██████████	██████████ ██████████ ██████████
██████████ ██████████	██████████	██████████	██████████
Name			
Address			
Contact			
Tel.			
e-Mail			
NUTS Code			
Billing Address (email)			
Billing Address (postal)			
VAT number			

APPENDIX 2 TO THE AGREEMENT – SPECIFICATIONS

Approval Date : [Date d'approbation]
 Date of applicability : [Date d'applicabilité]
 End date of validity : [Date de fin de validité]

NT	-	[Ent.]-[S-Ent.]-xxx	[An.]	[No]
----	---	---------------------	-------	------

Indice : 1

<h2 style="margin: 0;">Specifications - Special Technical Conditions</h2> <p align="right" style="margin-top: 20px;">127 Pages 0 annexes</p>

Cancelled documents : [Documents annulés]

Reference Documents : NT-DI-CNER-GDIN-20-00143 CCTG Marché cadre Responsable qualité

Functional reference : [Réf. fonctionnelle]

Summary : This STC describes the services expected for MC Parties in the framework of the quality contract

Accessibility :

Restreint

Branches :

Métier	SIT
Professional field	SIT
Local process	[RTE-Processus local]

Domaine GED :

Privé

Rédacteur(s)		Vérificateur(s)		Approbateur(s)	
Name	Visa	Name	Visa	Name	Date/Visa
[Rédacteur1] [Rédacteur2] [Rédacteur3]		[Vérificateur1] [Vérificateur2] [Vérificateur3]		[Approbateur1] [Approbateur2] [Approbateur3]	
Lieu de conservation (ou...) : [Lieu de conservation]					

*Le rédacteur s'assure de la validité du contenu du document et de sa conformité aux règles documentaires.
 *Le vérificateur dispose des compétences techniques adaptées pour une vérification du contenu du document.
 *L'approbateur est une personne autorisée à la publication du document, engageant l'entité. Il s'assure de la faisabilité des instructions décrites ainsi que de la mise en œuvre des moyens nécessaires et valide la date de mise en application.

DIFFUSION	
For action	For information
TITULAIRE	

HISTORIQUE

Indice	Date	Projet ou Pour approbation	Rédacteur(s)	Modifications

SUMMARY

Purpose of the document	97
Glossary	97
Context of the service	97
2.1 General Context of the project	97
2.2 Contact Persons	103
Characteristics of the service.....	104
3.1 Jointly for NEMOs and TSOs - Scope of the service and activities required (including deliverables).....	104
3.1.1 Module 1: Project Management Office (PMO).....	104
MC Parties and MC Parties ICT:	104
MSD, QARM, OPSCOM:	104
3.1.2 Module 2: Additional PMO	105
3.2 For TSOs only - Scope of the service and activities required (including deliverables)	105
3.2.1 Module 1: TSO-only MC Parties: permanent operational support and management	105
3.2.2 Module 2: Additional PMO	105
3.3 Conditions of the service.....	106
3.4 Expected deliverables	109
3.5 Expected skill profiles	109
Conditions of implementation of the service	111
4.1 Location of the service.....	111
4.2 Hardware and Software	111
4.3 Methods.....	111
4.4 Monitoring of the service	111
4.5 Checks and controls carried out by MC Parties	111
4.6 Duty to warn/Continuous improvement	112

Purpose of the document

It brings together the specific requirements and conditions for the provision of support to the Market Coupling Steering Committee (MCSC) project.

Glossary

Acronym	Meaning
RTE	Réseau de Transport d'Electricité
PMO	Project Management Office

Context of the service

0.1 General Context of the project

The tendered subject consists of the delivery of PMO Services for the Project of Market Coupling Steering Committee Parties (TSOs and NEMOs), hereafter the "MC Parties". It is divided into 2 parts, one main part for Joint NEMOs and TSOs activities, and a second part for TSOs only.

The Market Coupling Steering Committee facilitates all common European tasks necessary for the efficient and secure design, implementation and operation of single day-ahead coupling (SDAC) and single intraday coupling (SIDC). The Market Coupling Steering Committee is formed by the appointed representatives of each TSO and NEMO active in Norway and all EU Member States except Cyprus and Malta. So representatives from NEMOs and TSOs from the following countries: Austria, Belgium, Bulgaria, Croatia, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Ireland, Latvia, Lithuania, Luxemburg, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.

NEMO stands for a Nominated Electricity Market Operator. A NEMO is an entity designated by the competent authority to perform tasks related to single day-ahead or single intraday market coupling. In other words, NEMOs are the organisations mandated to run the day-ahead and intraday integrated electricity markets in the EU.

TSO stand for Transmission System Operator. TSOs provide grid access to the electricity market players (i.e. generating companies, traders, suppliers, distributors and directly connected customers) according to non-discriminatory and transparent rules. In order to ensure the security of supply, they also guarantee the safe operation and maintenance of the

system. In many countries, TSOs are in charge of the development of the grid infrastructure too.

In January 2022, a new joint governance structure was implemented in order to achieve a better cooperation between NEMOs and TSOs in the SIDC and SDAC. All NEMOs and TSOs have been working intensely over recent years to achieve a truly integrated European electricity market. By integrating the decision making for both the day-ahead and intraday timeframe, the new structure will ensure further coordination, foster efficiency and create a faster decision-making mechanism. Therefore, the governance framework of SDAC and SIDC have been merged into a single Market Coupling Steering Committee (MCSC) that includes representatives of all parties involved. MC Parties' activities are supported by horizontal joint groups which address the legal and communication aspects of the couplings. In addition, on the SDAC side, there are three joint groups which deal with the following: Operations (OPSCOM) and Change Control, Quality Assurance and Release Management (QARM), and Market and System Design (MSD). On the SIDC side there are three joint groups dealing with: Operations (OPSCOM) and Change Control, Quality Assurance and Release Management (QARM), and Market and System Design (MSD). Some sub-groups depending on the above mentioned groups also exist in SDAC and SIDC, and some further WG/TF could be established in future.

The governance of the SDAC consists of three layers, which are governed by separate agreements.

- Joint NEMOs and TSOs: governed by the Single Day-Ahead Coupling Operations Agreement (DAOA)

- Only NEMOs: governed by the All NEMO Day Ahead Operation Agreement (ANDOA)

- Only TSOs: governed by the TSO Cooperation Agreement for Single Day-Ahead Coupling (TCDA)

The governance of the SIDC consists of three layers, which are governed by separate agreements

- Joint NEMOs and TSOs: governed by the Intraday Operation Agreement (IDOA)

- Only NEMOs: governed by the ALL NEMO-Intraday Operation Agreement (ANIDOA)

- Only TSOs: governed by the Transmission Cooperation Agreement (TCID)

Day-ahead market coupling requires processing input from all involved NEMOs and TSOs – essentially bids and offers and network capacities and constraints – matching them by operating one single algorithm, and lastly validating and sending outputs, such as matched trades, clearing prices, and scheduled exchanges, to NEMOs and TSOs. These procedures occur within precise and tight timelines, while ensuring optimal economic solutions, high performance, and robustness.

Single Intraday Coupling (SIDC) creates a single EU cross-zonal intraday electricity market. In simple terms, buyers and sellers of energy (market participants) are able to work together across Europe to trade electricity continuously on the day the energy is needed.

The MC parties are currently composed of 32 TSOs and 18 NEMOs. TSOs are 50Hertz, AFFÄRSVERKET SVENSKA KRAFTNÄT, AMPRION, APG, AST, CEPS, CREOS, EIRGRID,

ELERING, ELES, ELIA, ENERGINET, ESO, FINGRID, HOPS, IPTO, LITGRID, MAVIR, PSE, REE, REN, RTE, SEPS, SONI, STATNETT, TENNET NL, TENNET DE, TERNA, TRANSELECTRICA, Transnet BW; and NEMOs are BSP, CROPEX, EIRGRID, EPEX, ETPA, EXAA, GME, HENEX, HUPX, IBEX, NASDAQ, NORDPOOL, OKTE, OMIE, OPCOM, OTE, SONI, TGE.

CONTRACTOR has to provide PMO services listed in chapter 5.1 for the projects and tasks that are detailed below for Joint NEMOs and TSOs services:

- PMO for MC Parties and MC Parties ICT
- PMO for MSD for SDAC and for SIDC, and its sub-groups/teams, and ideally supported by the same PMO person
- PMO for QARM for SDAC and for SIDC, and its sub-groups/teams, and ideally supported by the same PMO person
- PMO for OPSCOM for SDAC and for SIDC, and its sub-groups/teams, and ideally supported by the same PMO person

CONTRACTOR has to provide PMO services listed in chapter 5.1 for the projects and tasks that are detailed below for TSOs-only services:

- PMO for TSO-only MC Parties

MCSC:

Market Coupling Steering Committee (MCSC) is a new joint governance structure implemented in order to achieve a better cooperation between NEMOs and TSOs in the SIDC and SDAC projects, and established in January 2022. All NEMOs and TSOs have been working intensely over recent years to achieve a truly integrated European electricity market. By integrating the decision making for both the day-ahead and intraday timeframe, the new structure will ensure further coordination, foster efficiency and create a faster decision-making mechanism. Therefore, SDAC and SIDC have been merged into a single Market Coupling Steering Committee (MCSC) that includes representative of all parties involved. MC Parties activities are supported by horizontal joint groups which address the legal and communication aspects of the couplings.

MCSC ICT:

The general scope of the MC Parties ICT is to ensure the efficient coordination of the different working groups (WG) and Task Forces (TF) contributing to the operation, development and implementation of the SDAC and SIDC projects, and to support the Market Coupling Steering Committee (MCSC).

The MC Parties ICT should foster efficiency, avoid duplication of work and ensure coordination among the various WGs/TFs. In particular, the MC Parties ICT is expected to:

- Coordinate the overall planning, deliverables and agree how to deal with interdependencies between them.
- Monitor that the decisions taken by the MC Parties are implemented in the agreed timing, budget and quality.

- Identify blocking issues, check that the relevant project bodies (e.g., WGs, TFs) provide materials of good quality, based on which the MC Parties should be able to reach a decision.
- The MC Parties ICT shall point out to the relevant TF/WG leader if a request for decisions, recommendations or options made to MC Parties are not clear enough.
- The MC Parties ICT does not have mandate to adopt any decisions (e.g., approval of change requests, cost elements, acceptance of the strategic deliverables).

MSD:

The general scope of competence of the SIDC MSD is to:

1. Ensure robust process to develop well thought through system changes
2. Translate market design needs into system changes specifications
3. Provide assessment of feasibility and benefits of changes, to design them to the level of functional specifications in line with the strategic guidance provided by MC Parties and to ensure that the design phase follows the planning.
4. Support creation of viable release planning with the focus on the analytical and technical deliverables and market design needs
5. Provide market, technical and functional knowledge base to other project bodies.

SIDC MSD foresees a direct interaction with the other project bodies (i.e. QA&RM, XTG and OPSCOM) as well with the DBAG development organization. The interactions beyond this perimeter are not foreseen (e.g. with the stakeholders) unless explicitly mandated by MC Parties. This would apply equally to Sub-Groups (SGs) of SIDC MSD which focus to dedicated technical topic e.g. FB SG (Flow-Based Sub-Group), SG Losses, IDA (Intra-Day Auctions) SG.

SDAC Market System Design are in charge of :

- Overall assessment of market design issues and IT design issues, following requests coming from MC Parties or other bodies, in relationship amongst others to evolution of operational needs and of regulatory environment.
- Preparation of more detailed development planning (focused on development stages such as design and relevant testing cycles) for the DA MCO (Day-Ahead Market Coupling Operator) function assets in line with the Roadmap and approved by M Parties.
- Optimization of the processes with the goal of gradual improvement of the DA MCO function assets quality (higher quality for the same cost or to optimize the cost while the quality is not being impacted) including:
 - Quality/clarity of procedures and the specification (CRs, management documents);
 - Hand over process (knowledge transfer);
 - Release strategy (number and size of releases) – impacted by long/middle term planning;
 - Long term evolution of the MCO asset to meet the future market coupling needs.

- **Methodologies:**

- Monitoring the implementation and drafting of needed amendments to the relevant CACM Methodologies, including Algorithm Methodology, Min and Max price Methodology, SEC Methodology.
- Monitoring of algorithm performance, in accordance with the Algorithm Methodology.
- Provide to SDAC/SIDC OPSCOM an assessment of the performance impact of any request for change, in accordance to the provisions stated in the Algorithm Methodology.
- **Roadmap:**
 - Preparing and maintaining the Roadmap.
 - Present the complete Roadmap to the MC Parties once per year for approval.
- **R&D:**
 - When necessary, prepare a proposal for the R&D Plan on Algorithm and the IT systems, needed to support the implementation of the requests for change included in the Roadmap. Maintaining the R&D Plan. Assessing the status report on the implementation process received by the NEMOs. The R&D Plan and any related change shall be submitted for approval to MC Parties.
 - Organise at least one yearly R&D workshop with the service providers to develop the R&D plan.
 - Whenever relevant for R&D purposes: invite the respective service providers in the MSD TF calls/meetings in respect to the challenges for the algorithm and efficiently discuss developments jointly.
 - Update the Change Request Register with the type IV category RfCs related to the R&D.
- **Data collection:** Act as a single point of contact for all DAOA/IDOA Parties with relation to collection and sharing of the needed information and data in order to support the proper definition of requirements and building of test scenarios.
- In addition, it performs any specific task delegated expressly to it by the MC Parties.

QARM:

SDAC and SIDC Quality Assurance and Release Management are responsible for coordination, prioritisation of new functionalities to be implemented in either SDAC or SIDC.

More specifically for SIDC QARM, it prepares sound short/mid term planning and long term outlook for the SIDC project in line with the strategic guidance provided by MC Parties and to ensure that the planning is correctly executed. It is also utmost priority to ensure optimization of the processes with the goal of gradual improvement of the project IT assets.

QA&RM is organized as the body focused on:

- the coordination of the XBID (Continuous Trading) Solution development reflecting requested quality,
- to ensure timely and quality delivery and smooth implementation of new XBID Releases,

- seamless implementation of SIDC geographical and product extensions and
- to ensure coordination and cost negotiation with the providers of SIDC IT solutions for the contracts governed under SIDC.

QA&RM foresees a direct interaction with the other project bodies as well with DBAG, Unicorn development organization. The interactions beyond this perimeter is not foreseen (e.g. with the stakeholders) unless explicitly mandated by MC Parties.

QA&RM focuses on the management and coordination of the releases. The content deliverables like FSs, BBPs, test plans, test executions are within responsibility of the particular project bodies (MSD, XTG, ...)

Same principles apply also for the working groups on the specific topics which are under responsibility of QARM such as, but not limited to, Go Live Coordination, Transit Shipping SG, etc.

SDAC QARM is being launched in January 2023. Its scope and responsibilities will be defined in early 2023, as a rule of some the description of SIDC QARM could be taken as a baseline. Most likely it is expected to have the following tasks under SDAC QARM:

- Evaluation of test report for any new release provided by relevant PCR TF (Price Coupling of Regions Task Force) responsible for DA MCO function asset testing for SDAC.
- Regular monitoring of release development and testing execution, resolution of the deviations from agreed planning (time, quality, scope), including coordination of the release deployment in tight coordination with SDAC OPSCOM
- Optimization of the processes with the goal of gradual improvement of the DA MCO function assets quality (higher quality for the same cost or to optimize the cost while the quality is not being impacted) including:
 - Release stages (specification, development, testing);
 - Testing process optimization (test scenarios improvement, automation, etc.).

OPSCOM:

SDAC Operations Committee (SDAC OPSCOM) and SIDC Operations Committee (SIDC OPSCOM) are a working group under MC Parties governed by the Day-Ahead Operational Agreement (DAOA) concluded between the 30 TSOs and 17 NEMOs of Europe and by Intraday Operations Agreement concluded between the 32 TSO and 18 NEMOs of Europe. Its main task is to analyse the daily operational issues and make proposals towards the MC Parties on the potential Request for Changes and design modifications. The SDAC and SIDC OPSCOM are responsible for:

(i) Elaboration of pieces of advice and recommendations to the MC Parties on the design and operation of the Market Coupling;

- (ii) Performance of all acts in relation to the monitoring of the daily operations of the MC and the insurance of the well-functioning and continuity of it;
- (iii) Performance of the tasks appointed to it in the Change Control Procedure;
- (iv) Organization and coordination of testing activities;
- (v) Recommendation of operational improvements based on experience;
- (vi) Reviewing and approving the modification of the Appendices;
- (vii) Recommendation of activation of rollback procedure;
- (viii) Approval of the Market Operator Rotational Scheme Calendar;
- (ix) Monitoring of and reporting on operation.

In addition it performs any specific task delegated expressly to it by the MC Parties.

MC Parties for TSO-only:

TSO-only MC Parties is also a new joint governance structure implemented in preparation of the Joint MC Parties. This is a preparatory Steering Committee with only TSO attendance. Its goal is to prepare with TSO MC Parties Steering Committee representatives all topics to be discussed in the upcoming Joint MC Parties, or to escalate any relevant topic from TSO’s point of view.

All Working Groups or Task Forces listed above in the Joint TSO-NEMO activities are both chaired by NEMO and TSO co-conveners. Consequently TSOs can further discuss and align internally on any matter planned to be on the agenda of the Joint MC Partiesmeetings.

A similar organisation also exists for NEMOs-only, and is not in scope of this PMO Procurement.

0.2 Contact Persons

Contact persons for this service are:

Contact person	Entity	Function
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Characteristics of the service

Jointly for NEMOs and TSOs - Scope of the service and activities required (including deliverables)

The main PMO activities that are to be provided by the CONTRACTOR are divided in different Committees and Working Groups, which will last for the whole contracting period for some of those groups, and only for a limited period of time for some other Working Groups.

Module 1: Project Management Office (PMO)

For the duration of the contract, it is expected that certain PMO services for MC Parties project will be provided by the CONTRACTOR.

MC Parties Project management: it is composed of 2 main activities:

1. MC Parties Secretary role:
 - MC Parties Meeting preparation, organisation, , minutes, content, agenda
 - MC Parties ICT Meeting PMO preparation, organisation, , minutes, content, agenda
 - The project management which will list support to chairman, management of others PMOs to ensure the effective PMO support for the MCSC project.
2. PMO support for working groups:
 - SDAC and SIDC Market System Design (MSD)
 - SDAC and SIDC QARM
 - SDAC and SIDC OPSCOM

MC Parties and MC Parties ICT:

For the MC Parties Secretary role a very efficient and wide overview of the whole MC Parties project will be expected from the PMO. The PMO will have to coordinate with the other working groups from Market Coupling project to ensure the right progress of each activity, and raise any issue that could compromise any milestone. The PMO for the MC Parties and MC Parties ICT will have to prepare (including session files, decisions, attendance, organisational of venues, quorum and QMV calculation), and take minutes of both the regular MC Parties meeting and MC Parties ICT meetings, in collaboration with TSOs and NEMOs' co-chairs, to support and to supervise the PMOs in the other Working Groups.

MSD, QARM, OPSCOM:

PMO support for those SDAC and SIDC WG/TF shall be responsible for preparation (including agenda, session files, decisions, attendance, organisational of venues/virtual meeting), and take minutes. PMO shall take care of tracking action points, follow-up of the minutes, and preparation of reporting to other WG/TF or MC Parties. PMO shall assist conveners in their capacity of single-point of contact (SPOC) towards other WG or MC Parties. PMO will support coordination with other WG/TF and especially between the two SIDC and SDAC WG they are in charge of.

Module 2: Additional PMO

This module defines any additional resource that would be needed in support of the above defined modules, or any unidentified modules when this documents is written. A daily rate for one person as a PMO is expected.

For each request from the MC PARTIES, the Contractor will propose the mobilisation of resources according to the profiles defined in the price list. By default, the MC PARTIES considers the following profiles:

Junior : < at least 4 years as PMO

Advanced : from 4 to 8 years as PMO

Expert : from 8 to 15 years as PMO

For TSOs only - Scope of the service and activities required (including deliverables)

The PMO activities that are to be provided by the CONTRACTOR are only dedicated to the TSO-only activities of MC Parties governed by TCDA and TCID. 32 TSOs are part of this TSO-only MC Parties structure.

Module 1: TSO-only MC Parties: permanent operational support and management

For the duration of the contract, it is expected that certain PMO services for Market Coupling project will be provided by the CONTRACTOR.

Market Coupling Project management: it is composed of 1 main activity:

1. MC Parties Secretary role:
 - MC Parties Meeting preparation, organisation, , minutes, content, agenda
 - Close coordination with the TSO co-chair and TSO co-conveners
 - Close coordination with the Joint TSO-NEMO MC Parties activities
 - The project management (organising and coordinating of calls and meetings, drafting the agenda and session files of meetings, and preparing meetings minutes)
 - Perform planning process and go live preparation
 - Support procedure/document management via Project Place as a document sharing system
 - Risk management

Working groups and Task Forces are steered and staffed with TSOs and NEMOs representatives, only the secretary and administrative support is expected from this PMO Services.

Module 2: Additional PMO

████████████████████ ████████████████████ ████████████████████ ████████████████████ ████████████████████ ████████████████████ ████████████████████ ████████████████████ ████████████████████	████████████████████ ████████████████████ ████████████████████ ████████████████████ ████████████████████ ████████████████████	████████████████████ ████████████████████ ████████████████████ ████████████████████ ████████████████████ ████████████████████	████████████████████ ████████████████████ ████████████████████ ████████████████████ ████████████████████ ████████████████████ ████████████████████
████████████████████	████████████████████	████████████████████	████████████████████

Suitability of the profiles of the participants:

Any new contributor joining the Contractor's team and participating in the service will be formally validated by RTE according to the requirements specified above.

At the reasoned request of RTE, the Contractor may be required to replace a contributor who is unsuitable for the missions entrusted. The Contractor then has 5 working days to propose a new profile with the same daily rate, the same level of competence and meeting the same requirements presented in the presentation and must meet the expected skill profiles as it is set out in 3.4 of this document.

If a member of the Contractor's staff working under this contract ceases to work temporarily or permanently for any reason whatsoever (excluding periods of annual leave), the Contractor shall propose a new profile with equivalent skills to the RTE Manager at least one month before the departure of the employee replaced (except in cases of force majeure). The new contributor must have the same daily rate, the same level of competence and meet the same requirements presented in the presentation and must meet the expected skill profiles as it is set out in 3.4 of this document.

In both cases:

- A minimum recovery period of 15 working days must be provided for to ensure the rise in competence of the new contributor.
- The training and competence building period of the new consultant is paid for by the Contractor, and this replacement cannot justify an increase in price.

If the above deadlines are incompatible with the duration of the mission in question, RTE and the Contractor will agree on an adapted schedule specifying the deadlines to be retained. In

² MC parties have estimated the workload per module to this amount.

this case, these particular deadlines become contractual with all the consequences that this entails.

In addition, once during the service and in the month following the start, a review will be carried out between RTE and the Contractor to assess the perceived quality of the service and of the various participants on the basis of a grid proposed by the Contractor.

A reversibility period may be requested by RTE before the end of the service with a notice period of one month in order to allow a possible third-party supplier to take over the knowledge. The reversibility period is one month long and is lifted at the end of a firm or optional period.

The Contractor undertakes to fully ensure the reversibility of the service covered by this contract or any sub-set defined in the SCC, to do everything possible in legal, human and material terms to enable the Incoming Party (designated by RTE) to resume performance of the service under the best possible conditions.

The transfer of knowledge between the Incoming and the Outgoing User will be carried out in accordance with the reversibility plan and according to the terms and conditions defined jointly by the Incoming User, the Outgoing User (Contractor) and RTE during the reversibility launch meeting.

The Contractor remains responsible for the activity during this phase.

RTE declares the end of the reversibility when it is carried out in accordance with the provisions of the reversibility plan and the reversibility end notice is signed by the Outgoing User and the Incoming User.

Deliverables	Acceptance criteria	Deadline
Reversibility schedule.	Schedule in line with the Contractor's exit and the Entrant's sufficiently high level of competence.	Within 1 month after the start of the service. Reversibility implementation.
Reversibility implementation.	Carrying out workshops, document inventory, documentation upgrade, transfer of updated documents, presentation of all materials.	To be organised 1 month before the end of the service and handed in 5 days before the end of the service.
Reversibility balance.	RTE verifies that the reversibility report details all the elements expected in it and meets the requirements. For this purpose, RTE shall check and accept the reversibility report in its entirety.	5 days before the end of the service.
Reversibility end report signed by the Entrant.	RTE checks that the dates on the statement correspond to the dates of transfer of responsibilities from the Outgoing to the Incoming	2 days before the end of the service.

	Party and that the reversibility balance sheet has been accepted. To do this, RTE checks and accepts the PV in its entirety.	
--	---	--

Expected deliverables

The main deliverables are as follows (non exhaustive list):

Deliverable
A deliverable is for example a document, a software or a task that can be verified and materialised
<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 80%; margin-left: 20px;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 70%; margin-left: 20px;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-left: 20px;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 95%; margin-left: 20px;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 60%; margin-left: 20px;"></div> <div style="background-color: black; height: 15px; width: 50%; margin-left: 20px;"></div>

Expected skill profiles

Specify the level of profile expected and the skills required

- Junior : < at least 4 years as PMO**
- Advanced : from 4 to 8 years as PMO**
- Expert : from 8 to 15 years as PMO**

The Contractor has competent personnel with the following skills:

Profile	
Technical/functional skills	<ul style="list-style-type: none"> Knowledge/skills on : The job of the electricity transmission system operator and its challenges The job of the nominated electricity market operator its challenges

	<ul style="list-style-type: none"> • An appetite for European or international projects •
Project skills	<ul style="list-style-type: none"> • Mastery of the follow-up of complex projects related to the energy world • Mastery of office automation tools in the Office Pro package (Outlook, Word, Excel, Powerpoint) • Mastery of the use of the advanced features of MS Excel (formulas, pivot tables) • Ability to support a client on advanced technical aspects and to clear new subjects • Ability to prepare and lead meetings on technical subjects between actors from different fields • Experience in preparation/drafting cost management plan; • Experience in preparation/drafting risk management plan; • Experience in preparation/drafting schedule management plan; • Approach Project cost monitoring; • Approach for efficient progress of projects;
Human skills	<ul style="list-style-type: none"> • Very good analytical, synthesis and writing skills. • Very good organisational skills and autonomy. • Very good teamwork skills, • Very good communication skills, good interpersonal skills. • Ability to work in a multi-tasking environment • Sense of curiosity and enthusiasm
Profile / Experience	<ul style="list-style-type: none"> • Education: Graduate in engineering, business studies or university degree • Experience: 0-2 years. For new recruits, an internship in the energy sector is required • A first experience in project management is required
Other	<ul style="list-style-type: none"> • Fluency in English (TOEIC type certification is a plus) • A "Project management" certification is a plus

Group 1	Secretary role (MC Parties and MC Parties ICT)
	<ul style="list-style-type: none"> - Shall be performed minimally by person of Advanced profile level - Experience in Project management (PMO services) - PMO services with multiple parties - Management of PMOs from Group 2 ensuring effective PMO support -

Group 2	Other WG and TF
	<ul style="list-style-type: none"> - Available also for Junior profile level - Experience in PMO services - Experience in organizing complex projects with multiple parties

The Contractor must justify the experience and the competence profile of the candidates presented for the execution of each mission. The MC PARTIES may refuse a profile without justification. For each mission, the MC PARTIES will define key personnel, whose possible replacement during the mission must give rise to a period of notice and a recovery period.

Conditions of implementation of the service

Location of the service

The service is provided mainly at the CONTRACTOR premises, and also in the MC Parties main cities hosting physical meetings.

0.3 Hardware and Software

RTE does not provide to the CONTRACTOR with a computer to enable him to access RTE's IT environment.

0.4 Methods

not applicable .

Monitoring of the service

The service starts with a kick-off meeting

A monitoring committee takes place every month between MC Parties co-chairs and main PMO.

The CONTRACTOR sends MC Parties the preparatory file at least 1 day before each monitoring committee. The CONTRACTOR provides MC Parties with the minutes at the latest 3 working days after the monitoring committee. The format of the preparatory file is defined at the beginning of the service by MC Parties and the CONTRACTOR.

The main objectives of this monitoring committee are to :

- Monitoring the planning of ongoing activities and the action table,
- Monitoring of service indicators,
- The qualitative and quantitative assessment of the actions carried out,
- Analysis of the risks identified in the service and the associated risk reduction actions,
- Review of planned and completed deliverables over the past period,
- Validation of deliverables deadlines,
- Monitoring of invoicing.

The participants in this monitoring committee are defined at the beginning of the service ; they include at least the representative of the CONTRACTOR and the MC Parties.

The MC Parties and the CONTRACTOR's representative also hold weekly meetings to monitor activities and adjust priorities for the coming weeks. The authorised party will draft the associated records of decision.

Checks and controls carried out by MC Parties

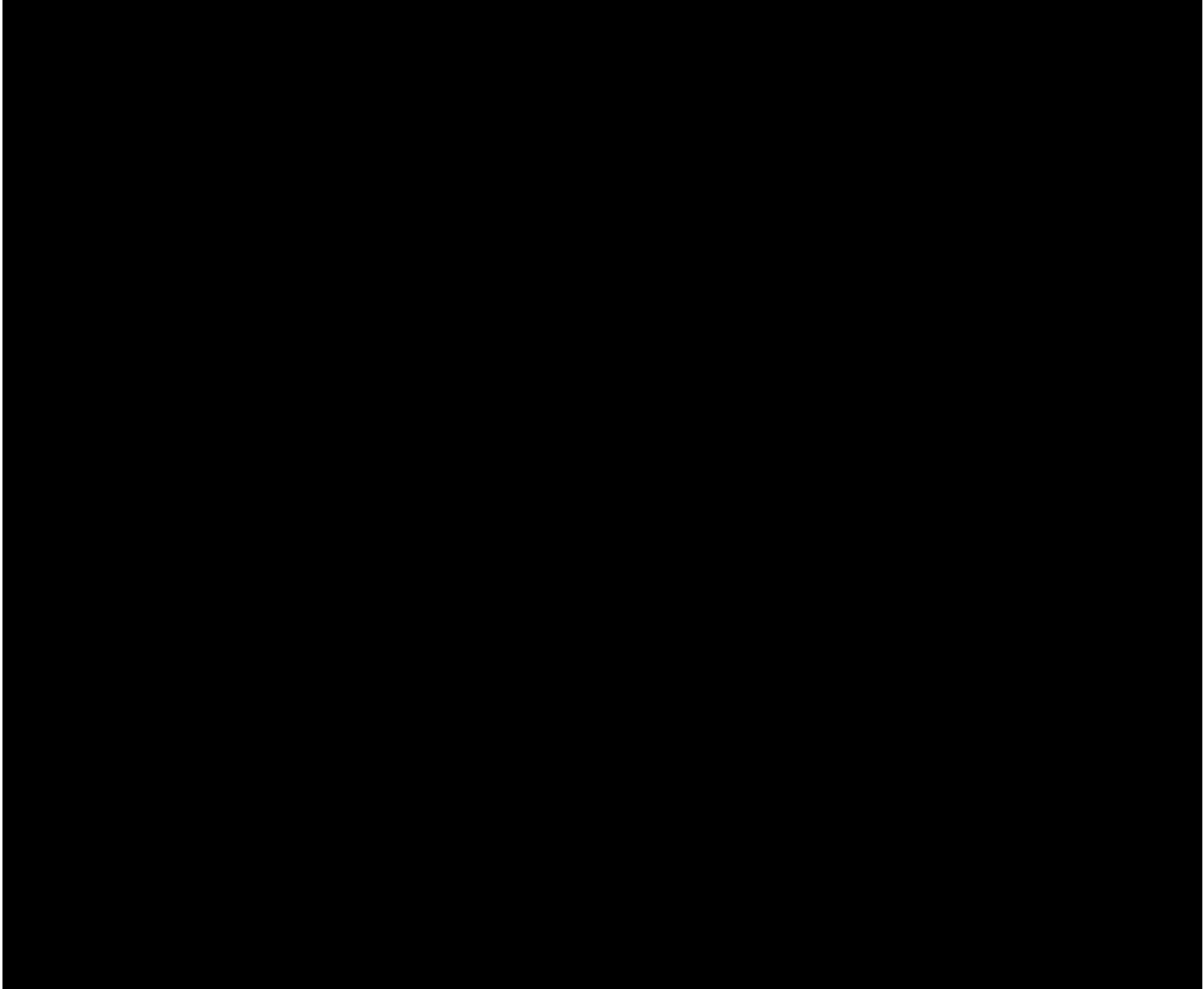
MC Parties checks the deliverables produced and reserves the right to request additions if the level of detail does not correspond to the expectations previously defined.

0.5 Duty to warn/Continuous improvement

The CONTRACTOR has a duty to advise and alert, on technical and non-technical aspects (organisation, management of the service, etc.).

END OF DOCUMENT

APPENDIX 3 TO THE AGREEMENT – CHARGES AND RATES



APPENDIX 4 TO THE AGREEMENT – ACCESSION FORM OF A NEW PARTY TO THE AGREEMENT

**Accession of a new Party to the AGREEMENT FOR PROJECT MANAGEMENT OFFICE
SERVICES FOR SDAC AND SIDC (“ Service Agreement”)**

(“Accession document”)

[COMPANY NAME], a company incorporated under the laws of **[COUNTRY]**, having its registered office at **[ADDRESS]**, **[COUNTRY]**, registered under the number **[NUMBER]**

hereby consents, pursuant to the MCSC ´s decision dated **[DATE]** to extend the Service Agreement to it, and pursuant to Clause 11 of the Agreement, to become a Party to the Service Agreement and to accept all the relevant rights and obligations of a party under the Service Agreement starting **[DATE]**.

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

For the avoidance of doubt, all capitalized terms in this Accession document shall have the meaning set forth in the Service Agreement.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

APPENDIX 5 PSE DOCUMENTATION REQUIREMENTS:

- It is important to attach only one invoice to one electronic message (one pdf file per one email)

- In order to be able to pay the invoice, a certificate of fiscal residence (to confirm application of the avoidance of the international double taxation) for each year must be provided by the service provider if headquartered outside of Poland, prior to the payment. The certificate is required to be provided in both – as a hardcopy (when it's signed by hand) and as a scan sent via e-mail (it could be signed with a qualified electronic signature). The certificate of fiscal residence is issued by the appropriate tax authority of the country where the actual service provider has its registered office and pays income tax. Pursuant to Polish tax law, the certificate is valid for one year from the day of issuance, unless a validity period is indicated. Please send the certificate of residence of the actual service provider(s) at the latest on time of dispatching of the first invoice and re-new each year.

- Moreover, for paying the invoice, PSE requires signed beneficial owner statement from the actual service provider, prior to the payment. Signed beneficial owner statement should be sent to PSE as a hardcopy (when it's signed by hand) and as a scan via e-mail or electronically, if signed with the qualified electronic signature. Beneficial owner statement is valid for the duration of the contract (unless the registered office or other data of the contractor changes). The template of the Beneficial owner statement is attached hereunder as an Schedule 1 to this Appendix. Please send the filled in beneficial owner statement at the latest on time of dispatching of the first invoice, and thereafter in case of a change of data mentioned in the statement.

- The service provider shall deliver to PSE a completed verification questionnaire on the template which constitutes Schedule 2 to this Appendix (excel file). At the request of the service provider, PSE may send the pre-filled questionnaire based on our information. Please sign-off the questionnaire before sending it back to us (either in hard copy or electronically with the qualified electronic signature).

- Based on the information and data provided in the documents described in previous clauses, PSE may require the service provider to produce additional documents or deliver information necessary to not withhold the tax or to apply the reduced rate, in particular the amount of fees related to hosting, if any. The service provider undertakes to provide such documents or information upon request, within the terms agreed by Parties, and on condition that (i) service provider would be factually able to obtain/prepare such additional data and (ii) this additional data will not constitute the confidential information or trade secret of service provider. The service provider reserves the right on the final decision whether the particular data can reasonably be provided.

- The service provider confirms that it is aware of a potential obligation of PSE to reduce the payment by the amount corresponding to the value of the withholding tax due in Poland under the relevant legal provisions and the service provider agrees for such a reduction.

SCHEDULE 1 - BENEFICIAL OWNER STATEMENT

BENEFICIAL OWNER STATEMENT

..... Place, day-month-year

Dane identyfikacyjne [Identification data]:

Nazwa pełna/Nazwa skrócona [Full name/Short name/First name/Surname].....

Dane adresowe [Full address]:

Kraj/Miejscowość, Kod pocztowy/Ulica/Nr domu, Nr lokalu [Country/Locality/Postal Code/Street/Building number/Flat number].....

Identyfikator podatkowy NIP/ Numer identyfikacyjny podatnika [Taxpayer identification number/Tax Identification number].....

Nawiązując do umowy **PMO Service Agreement** z dnia zawartej pomiędzy nami a Polskie Sieci Elektroenergetyczne S.A. (PSE S.A.) oraz działając jako właściwie umocowany(i) przedstawiciel(e) ww. jednostki, niniejszym oświadczam(y), że spełniamy łącznie następujące warunki:

Related to the contract **PMO Service Agreement** entered into on between us and Polskie Sieci Elektroenergetyczne S.A. (further: PSE S.A.), and acting as the authorized representative of the above mentioned entity, I hereby declare that the following conditions are being met by us:

- | | |
|--|---|
| <p>1. jest rzeczywistym właścicielem należności wypłaconych przez Polskie Sieci Elektroenergetyczne S.A. (PSE S.A.);</p> <p>2. otrzymuje należność dla własnej korzyści, w tym decyduje samodzielnie o jej przeznaczeniu i ponosi ryzyko ekonomiczne związane z utratą tej należności lub jej części;</p> <p>3. nie jest pośrednikiem, przedstawicielem, powiernikiem lub innym podmiotem zobowiązanym prawnie lub faktycznie do przekazania całości lub części należności innemu podmiotowi;</p> <p>4. prowadzi rzeczywistą działalność gospodarczą w kraju siedziby, jeżeli należności uzyskiwane są w związku z prowadzoną działalnością gospodarczą;</p> <p>5. jest podatnikiem posiadającym siedzibę w (miejscowość), (kraj);</p> | <p>1. it is a beneficial owner of the receivable paid by PSE S.A.;</p> <p>2. it receives the receivable for its own benefit, including deciding on its use and bearing the economic risk associated with the loss of the receivable or part thereof;</p> <p>3. it is not an intermediary, representative, trustee or other entity legally or factually obliged to transfer all or part of a claim to another entity;</p> <p>4. it conducts actual business activity in the country of the registered office if the receivables are obtained in connection with the business activity conducted;</p> <p>5. it is a taxpayer with its registered office in (city), (country);</p> |
|--|---|

6. podlega w państwie, w którym ma siedzibę, opodatkowaniu podatkiem dochodowym od całości swoich dochodów, bez względu na miejsce ich osiągnięcia;
6. it is subject to income tax, in the state where its registered office is located, on the entirety of its income regardless of where it is earned;

Podpis(y) / Signature(s): _____

Nazwisko(a) / Name(s): _____

Funkcja(e) / Title(s) : _____

Miejscowość / Place : _____

Data / Date: _____

Schedule 2 - Verification questionnaire (attached as an excel file)

TAX INFORMATION/INFORMACJE PODATKOWE					
<p>Dear Sir or Madam,</p> <p>Due to the tax obligation imposed on PSE to verify contractors (i.e. their beneficial owner status, actual place of tax residence, etc.), we kindly ask you to complete the following short questionnaire.</p> <p>Please attach to this form:</p> <ol style="list-style-type: none"> 1) excerpt from the register of entrepreneurs kept by your country of residence or another document confirming country of your registration; 2) your certificate of residence* 3) signed beneficial owner statement <p>Thank you very much for your cooperation.</p> <p><small>*Please note that the certificate of residence is an official document issued by your country of residence, i.e. it's tax authority. By this statement your tax office confirms two facts: that your company or its partners are tax residents in your country and that they are subjected to income tax there. Preferably, the certificate should state that the company (partner) is a tax resident as per the double taxation treaty concluded between Poland and your country of residence. Please note that the certificate should be as recent as possible, i.e. preferably issued in the current calendar year.</small></p> <p><small>Note: documents not issued by the tax authorities are not a valid certificate of residence, i.e. statements signed by your accountant or legal team or confirmation of VAT registration are not a certificate of residence.</small></p> <p><small>According to Polish tax regulations without the certificate of residence PSE would be obligated to deduct tax on your remuneration.</small></p>	<p>Szanowny Panie/Szanowna Pani</p> <p>W związku z obowiązkiem podatkowym nałożonym na PSE w zakresie weryfikacji kontrahentów (tj. ich statusu rzeczywistego właściciela, miejsca rezydencji podatkowej itd.), uprzejmie prosimy o wypełnienie poniższego krótkiego kwestionariusza.</p> <p>Prosimy o załączenie do niniejszego formularza:</p> <ol style="list-style-type: none"> 1) wyciągu z rejestru przedsiębiorców prowadzonego przez Państwa kraj rezydencji lub innego dokumentu potwierdzającego Państwa rejestrację; 2) Państwa certyfikat rezydencji*. 3) podpisane oświadczenie beneficjenta rzeczywistego <p>Bardzo dziękujemy za Państwa współpracę.</p> <p><small>*Certyfikat rezydencji jest oficjalnym dokumentem wystawionym przez państwo rezydencji, czyli organ podatkowy. Niniejszym zaświadczeniem Państwa urząd skarbowy potwierdza dwa fakty: że Państwa firma lub jej wspólnicy są rezydentami podatkowymi w Państwa kraju oraz że podlegają tam opodatkowaniu podatkiem dochodowym. Najlepiej, aby certyfikat ten stwierdzał, że firma (wspólnik) jest rezydentem podatkowym zgodnie z umową o unikaniu podwójnego opodatkowania zawartą pomiędzy Polską a Państwa krajem rezydencji. Należy pamiętać, że certyfikat powinien być jak najbardziej aktualny, tzn. najlepiej wydany w bieżącym roku kalendarzowym.</small></p> <p><small>Uwaga: dokumenty niewydane przez organy podatkowe nie są ważnym certyfikatem rezydencji, tzn. oświadczenia podpisane przez księgowego lub zespół prawny lub potwierdzenie rejestracji VAT nie są certyfikatami rezydencji.</small></p> <p><small>Zgodnie z polskimi przepisami podatkowymi bez certyfikatu rezydencji PSE byłoby zobowiązane do odliczenia podatku od należnego Państwu wynagrodzenia.</small></p>				
IDENTIFICATION DATA/DANE IDENTYFIKACYJNE					
FULL NAME/NAZWA PEŁNA	SHORT NAME/NAZWA SKRÓCONA	POLISH TAX IDENTIFICATION NUMBER (NIP)/POLSKI NUMER IDENTYFIKACJI PODATKOWEJ (NIP)	TAX IDENTIFICATION NUMBER ISSUED BY YOUR COUNTRY/NUMER IDENTYFIKACJI PODATKOWEJ NADANY W PAŃSTWA KRAJU	VAT IDENTIFICATION NUMBER/NUMER IDENTYFIKACYJNY VAT	ESTABLISHMENT DATE/DATA ZAŁOŻENIA
COUNTRY/KRAJ	LOCALITY/MIEJSCOWOŚĆ	POSTAL CODE/KOD POCZTOWY	STREET/ULICA	BUILDING NUMBER/NUMER DOMU	FLAT NUMBER/NUMER MIESZKANIA
VERIFICATION/WERYFIKACJA					
DID YOU WORK WITH OTHER TRANSMISSION SYSTEM OPERATORS?/CZY WSPÓLPRACOWALI PAŃSTWO Z INNYMI OPERATORAMI SYSTEMÓW PRZESYŁOWYCH?	DO YOU HAVE A WEBSITE? IF SO - PLEASE GIVE US A LINK/CZY POSIADAJĄ PAŃSTWO STRONĘ INTERNETOWĄ? JEŻELI TAK - PROSIMY O PODANIE LINKU.	DO YOU HAVE SOCIAL MEDIA ACCOUNTS? IF SO - PLEASE GIVE US THEIR NAMES/CZY POSIADAJĄ PAŃSTWO KONTA W SOCIAL MEDIACH? JEŚLI TAK - PROSIMY O PODANIE NAZWY.	DO YOU EMPLOY PEOPLE?/CZY ZATRUDNIAJĄ PAŃSTWO PRACOWNIKÓW?		
	tak	tak			
ATTACHMENTS/ZALĄCZNIKI					
EXCERPT FROM THE REGISTER OF ENTREPRENEURS/WYCIĄG Z REJESTRU PRZEDSIĘBIORCÓW	CERTIFICATE OF RESIDENCE/CERTYFIKAT REZYDENCJI	BENEFICIAL OWNER STATEMENT/OŚWIADCZENIE BENEFICJENTA RZECZYWISTEGO			

Section 1. Purpose of this Appendix

This Appendix contains individual Party information concerning the processing of Personal Data by such Party.

Section 2. Information clause of TGE for persons authorised to represent the entity and persons indicated as business contacts

Information concerning the processing of personal data by Towarowa Giełda Energii S.A. in connection with the requirements of Articles 13 and 14 of 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) (hereinafter "**GDPR**").

The controller of the data of the persons authorized to represent the entity and the persons indicated as business contacts is Towarowa Giełda Energii S.A. (TGE), ul. Książęca 4, 00-498 Warszawa, phone: +48 22 341 99 12, tge@tge.pl.

The controller has appointed a personal data protection officer, who can be contacted at: daneosobowe@tge.pl.

The scope of Personal Data to be processed by TGE includes the name and surname, business e-mail address, business telephone number and position, and in case of persons authorized to represent the entity – the name, surname, position and data contained in the current excerpt from the relevant register, or the data contained in the power of attorney.

The Personal Data of persons authorised to represent the entity and the data of persons indicated

as business contacts will be processed by TGE according to Article 6(1)(f) GDPR, i.e. on the basis of a legitimate interest of the controller which is to verify the correct representation of the entity in connection with a declaration of will being made, exchanging communication in connection with the conclusion or performance of a contract, maintaining and developing business relations, or asserting, pursuing or defend oneself against possible claims. The recipients of the data may include entities

engaged in the processing of Personal Data on behalf of TGE in connection with the services provided to TGE, e.g. consulting and IT services.

Every person has the right to request access to, rectification, erasure, restriction of processing and the transfer of his or her personal data. Every person has the right to object to the processing of Personal Data to the extent that the processing of personal takes place on the basis of a legitimate interest of the Controller. Every person has the right to lodge a complaint against the processing of his/her data with the President of the Personal Data Protection Office.

The indication of persons authorised to represent the entity is required as a condition to the execution of the contract. The provision of the data of persons indicated as business contacts is voluntary but a failure to provide such data will impede communication and contact with the counterparty in connection with the contract.

Any inquiries or requests related to the processing of Personal Data by TGE should be sent to the following e-mail address: daneosobowe@tge.pl.

Section 3. PSE's information obligation stemming from personal data protection regulations

In regards to persons employed by or cooperating with the counterparty of PSE S.A., whose personal data have been made available to PSE S.A.

Polskie Sieci Elektroenergetyczne S.A. with its registered office in Konstancin-Jeziorna, ul. Warszawska 165, 05-520 Konstancin-Jeziorna, tel. +48 22 242 26 00 (hereinafter: "PSE") is the Controller of personal data. Contact details of the data protection officer may be obtained after calling +48 22 242 26 00, by sending an e-mail to daneosobowe@pse.pl or online, at www.pse.pl.

PSE's information note is available on PSE's site: https://www.pse.pl/documents/20182/51490/Information_obligation_stemming_from_personal_data_protection_regulations.pdf (Part B is applicable)

Section 4. MAVIR's information obligation on processing of personal data to contributors of business and contractual partners

MAVIR Hungarian Independent Transmission Operator Company Ltd.(registered seat: H-1031 Budapest, Anikó utca 4., company registration number: 01-10-044470 (hereinafter: "MAVIR") is the data controller concerning the personal contact data to the contributors of business and contractual partners.

[MAVIR declares that Information leaflet on processing of personal data to contributors of business and contractual partners to be found on MAVIR's website \(https://www.mavir.hu/web/mavir-en/data-protection\).](https://www.mavir.hu/web/mavir-en/data-protection)

[Data Protection Officer's data:](#)

[Name: NAGY és KISS Ügyvédi Iroda](#)

[Postal address: Hungary 1054 Budapest, Szabadság tér 7., Bank Center Irodaház, Citi Torony, 6. em.](#)

[Telephone: +36 \(20\) 2377-344](#)

[E-mail: dpo@nagyeskiss.hu](mailto:dpo@nagyeskiss.hu)

APPENDIX 7 TO THE AGREEMENT - SPECIAL SUBCONTRACTING AGREEMENT

In application of law n° 75-1334 of 31/12/1975, order n°2018-1074 of 26/11/2018 and decree n°2018-1075 of 03/12/2018

C O N T R A C T A N T S

<p>MC Parties</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>Contractor</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
--	--

M A I N M A R K E T

BETWEEN MC PARTIES AND THE CONTRACTOR :

- Date :
- References :
- Purpose:
- Time and method of payment, price variation terms and payment deadlines :
.....
.....
.....
.....
.....

1 S T T I E R S U B C O N T R A C T O R

DETAILS OF THE 1ST TIER SUBCONTRACTOR ::

• Name and address of Subcontractor :

.....

.....

.....

.....
.....

- For Subcontractors based in France, SIRET number:
- For Subcontractors based in the European Union, intra-community VAT number:
- For Subcontractors outside the European Union, the Subcontractor's identification number in force in the country:
- Country of origin of the Subcontractor:
- Legal form of the Subcontractor:

1ST-TIER SUBCONTRACTING CONTRACT

BETWEEN THE CONTRACTOR AND THE 1ST TIER SUBCONTRACTOR:

- Date :
- References :
- Purpose (*specify the nature of the subcontracted service*):
.....

.....
.....

Subcontracting of personal data processing (to be completed if applicable):

- The Tier 1 Subcontractor is authorised to process the personal data necessary to provide the following service(s) :
- The duration is :
- The nature of the operations performed on the data is:
- The purpose of the processing are:
- The personal data processed are:
- The categories of persons concerned are:
- The Contractor confirms, where applicable, that:
 - The Tier 1 Subcontractor shall provide sufficient guarantees for the implementation of technical and organisational measures to ensure the protection of personal data;
 - The subcontracting contract includes the mandatory clauses provided for in Article 28 of the GDPR.

- Maximum amount in euros excluding VAT:
- Terms of payment:
 - Time and method of payment: same as for the main contract,
 - Terms of price variation: identical to those of the main contract,
 - Payment schedule: to be completed

I . M C P A R T I E S C O M M I T M E N T

MC Parties, represented as indicated below, accepts the 1st tier Sub-Contractor, as designated above, approves its payment conditions and undertakes to pay it at the request of and on behalf of the Contractor, up to the limit of the sums owed to the latter in application of the main contract designated above and subject to compliance with accounting and tax obligations, as well as the provision of supporting documents by the Contractor.

For the MC Parties :

Date :

II. CONTRACTOR COMMITMENT

The 1st Tier Subcontractor shall draw up its invoice with the Contractor as its client. This invoice shall comply with the legal provisions relating to the accounting obligations of traders and tax obligations (in particular those relating to compulsory information and the treatment of applicable VAT).

The 1st Tier Subcontractor shall send its request for payment to the Contractor.

In accordance with the regulations, the Contractor undertakes to give its agreement or to notify its refusal to the 1st-tier Subcontractor and to MC Parties within 15 days of receiving the Subcontractor's request for payment.

In the event of agreement or in the absence of a response within 15 days, the Contractor undertakes to submit the 1st Tier Sub-Contractor's request for payment to MC Parties without delay by issuing an invoice in the name of MC Parties stating at the bottom of the invoice :

- of which < amount excl. tax or incl. VAT > * euros to be paid to the company < name of the 1st tier subcontractor > 1st tier subcontractor (copy of its invoice attached),
- of which < amount excl. or incl. VAT > ** euros to be paid to my company.

** amount exclusive of tax or inclusive of tax in accordance with the tax rules in force of the invoice of the first-tier Sub-Contractor,*

*** difference between the amount of the Contractor's invoice and the amount of the 1st tier Sub-Contractor's invoice, amount exclusive of tax or VAT in accordance with the tax rules in force.*

The 1st tier Sub-Contractor is paid by MC Parties on the basis of the invoice issued by the Contractor in accordance with the above stipulations.

In the event that the amount of the invoice from the 1st tier Sub-Contractor includes VAT, the Sub-Contractor shall be paid by MC parties for the amount of its invoice including VAT, but MC Parties shall deduct the amount of VAT paid to the 1st tier Sub-Contractor from the amount to be paid to the Contractor.

The Contractor undertakes to inform the 1st Tier Sub-Contractor of the procedures for sending MC Parties a copy of the Sub-Contractor's invoice and the contact details of the MC Parties Technical Contact to whom it should be sent.

The Contractor undertakes to :

- inform MC Parties of any change in the amount subcontracted,
- establish that no assignment or pledge of receivables resulting from the main contract is an obstacle to the direct payment of the 1st tier Subcontractor,
- provide MC Parties with the Subcontractor's bank details,
- comply with the provisions of Decree No. 2018-1075 of 03 December 2018 relating to public contracts concerning direct payment of the Sub-Contractor of 1st tier,
- comply with the accounting and tax obligations of traders, as specified in Articles L 441-3 of the Commercial Code and 242 nonies of the General Tax Code.

For the Contractor :

Date :

III. COMMITMENT OF THE FIRST-TIER SUBCONTRACTOR

The 1st tier Sub-Contractor, represented as indicated below, declares :

- in accordance with Articles R2193-1 and R2193-3 of Decree n°2018-1075 of 03 December 2018, that it is not subject to any case of prohibition on bidding for a public contract, in particular those referred to in Articles L2141-1 to L2141-5 of Order n°2018-1074 of 26 November 2018,
- be in good standing, during the year preceding the signing of this document, with regard to Articles L. 5212-1 to L. 5212-11 of the Labour Code concerning the employment of disabled workers
- to respect the French regulations applicable in particular to recruitment, working hours, remuneration, health and safety of employees,
- undertake to provide MC Parties, before the start of each secondment, with a copy of the secondment declaration sent to the Labour Inspectorate as well as the acknowledgement of receipt of this secondment declaration (article R.1263-12-1 of the Labour Code),
- that the information and, where applicable, all documents provided in this document are accurate,
- to provide MC PARTIES with any supporting documents at its request.

For the 1st Tier Sub-Contractor :

Date :