

MANDATE AGREEMENT

BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

The present mandate agreement (hereafter the “**Agreement**”) is entered into by and between:

On the one hand:

50Hertz Transmission GmbH (“**50Hertz**”), 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);

Hereafter called the “**Procuring Party**”;

And on the other hand:

AFFÄRSVERKET SVENSKA KRAFTNÄT (“**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 the number 202100-4284;

AMPRION GmbH (“**AMPRION**”), a company incorporated under the laws of Germany, with V.A.T. number DE813761356, having its registered office at Robert-Schuman-Straße 7, D-44263 Dortmund, Germany, registered in the commercial register at the Amtsgericht Dortmund under number HRB 15940;

AUSTRIAN POWER GRID AG (“**APG**”), a company incorporated under the laws of Austria in the form of an AG, with V.A.T. number ATU46061602, having its registered office at IZD Tower, Wagramer Str.19, 1220 Wien, Austria, registered with Commercial Court in Vienna with number FN 177696v;

AS “Augstsprieguma tīkls” (“**AST**”), 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 Darziema Street 86, Riga, LV-1073, Latvia, and registered with the commercial Register of the Republic of Latvia under the number 40003575567, represented by two Members of the Management Board acting pursuant to basis of the Articles of Association and the Power of Attorney;

Baltic Cable AB (“**BALTIC CABLE**”), 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° SE556420602601;

ČEPS, a.s. (“**ČEPS**”), a company incorporated under the laws of Czech Republic, with V.A.T. number CZ25702556, having its registered office at Elektrárenská 774/2, 101 52 Praha 10,

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Czech Republic, and incorporated in the commercial register kept by the Municipal Court in Prague, Section B, Entry 5597, with the Company Identification No. 25702556;

CREOS Luxembourg S.A. ("**CREOS**"), a public limited liability 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 the number B. 4513;

Croatian Transmission System Operator Plc. ("**HOPS**"), 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;

EirGrid plc ("**EirGrid**"), a company incorporated under the laws of Ireland, with V.A.T. number IE6358522H, having its registered office at The Oval, 160 Shelbourne Road, Ballsbridge Dublin 4, registered with the Company Registration Office under the number 338522;

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

ELERING AS ("**Elering**"), 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 the number 11022625;

ELIA TRANSMISSION BELGIUM SA/NV ("**ELIA**"), a company incorporated under the laws of Belgium, with V.A.T. number BE731.852.231, having its registered office at Boulevard de l'Empereur, 20, 1000 Brussels, Belgium, registered in the commercial register at Brussels under the number 0731.852.231 (legal successor of Elia System Operator);

ELES, d.o.o. ("**ELES**"), a company incorporated under the laws of Slovenia, with V.A.T. number SI20874731, having its registered office at Hajdrihova, Ulica 2, 1000 Ljubljana, Slovenia, registered at the District Court of Ljubljana under entry number 1-09227-00 and registration number 5427223000;

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

FINGRID OYJ ("**FINGRID**"), a company incorporated and existing under the laws of Finland, with V.A.T. number 1072894-3, having its registered office at Lökkisepäntie 21, P.O.Box 530, FI-00101 Helsinki, registered in the commercial register at Helsinki under the the number 1072894-3;

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Independent Power Transmission Operator S.A. ("**ADMIE**" or "**IPTO**"), a company incorporated under the laws of Greece, registered in the General Commercial Registry under the 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;

Kraftnät Åland Ab ("**Kraftnät**"), 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, registered in the Patent- och registerstyrelsen under the number 1068562-1;

LITGRID AB ("**Litgrid**"), 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, registered in the Register of Legal Enterprises number 302564383 ;

MAVIR Hungarian Independent Transmission Operator Company Ltd. ("**MAVIR**"), a company incorporated under the laws of Hungary, with V.A.T. number HU12550753, having its registered office at 1031 Budapest, Anikó u. 4., Hungary, registered in the commercial register at the Hungarian Company Registry Court of Budapest-Capital Regional Court under number 01-10-044470;

National Power Grid Company Transelectrica S.A. ("**Transelectrica**"), a company incorporated under the laws of Romania, with V.A.T. number RO13328043, having its registered office at 33 General Gheorghe Magheru Blvd., 1st District, Bucharest, registered in the commercial register at the Bucharest Trade Registry under the number J40/8060/2000;

Polskie Sieci Elektroenergetyczne S.A. ("**PSE**") – 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 the number KRS 0000197596 and the share capital of 9.605.473.000,00 PLN paid in full amount;

Red Eléctrica de España, S.A.U. ("**Red Eléctrica**") 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;

REN – Rede Eléctrica Nacional, S.A. ("**REN**"), 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 the number 507 866 673;

RTE Réseau de Transport d'Electricité ("**RTE**"), a company incorporated under the laws of France, with V.A.T. number FR19444619258, having its registered office at Immeuble

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Window – 7C, Place du Dôme 92073 Paris La Défense CEDEX, France, registered in the commercial register at Nanterre under the number 444 619 258;

Slovenská elektrizačná prenosová sústava, a.s. ("**SEPS**"), a company incorporated under the laws of Slovakia, with V.A.T. number SK2020261342, having its registered office at Mlynske nivy 59/A 824 84 Bratislava, Slovak Republic, registered with the Commercial Register kept by the Municipal Court Bratislava III, Section Sa, Entry 2906/B under the number 35829141;

SONI Limited ("**SONI**"), 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 registered under the number NI38715;

STATNETT SF ("**STATNETT**"), 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 ("Statnett");

TENNET TSO B.V. ("**TenneT**"), 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 the number 09155985;

TENNET TSO GmbH ("**TTG**"), a company incorporated under the laws of Germany, with V.A.T. number DE815073514, having its registered office at Bernecker Str. 70, 95448 Bayreuth, Germany, registered in the commercial register at Bayreuth under the number HRB 4923;

TERNA - Rete Elettrica Nazionale Società per Azioni ("**TERNA**"), a company incorporated under the laws of Italy in the form of a joint stock company, with V.A.T number IT 05779661007, having its registered office at Via Egidio Galbani, 70, 00156, Roma, Italy, registered with Companies Register of Rome under the number RM 922416 under Italian tax code;

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

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

CROATIAN POWER EXCHANGE Ltd. ("**CROPEX**"), a company incorporated under the laws of Republic of Croatia, with V.A.T. number HR14645347149, having its registered office at Slavenska avenija 6/A, 10000 Zagreb, Croatia, registered in the commercial register at Commercial Court in Zagreb under the number 080914267;

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EirGrid plc (“**EirGrid**”), a company incorporated under the laws of Ireland, with V.A.T. number IE6358522H, having its registered office at The Oval, 160 Shelbourne Road, Ballsbridge Dublin 4, registered with the Company Registration Office under the number 338522;

EPEX Spot SE (“**EPEX**”), a European Company (Societas Europaea) incorporated under the Laws of France, with V.A.T. number FR 10508010501, having its registered office located at 5 boulevard Montmartre, 75002 Paris – France, registered with Commercial Register in Paris under the number 508 010 501 (in the meantime also legal successor of EPEX Spot Belgium SA as a result of a merger by acquisition);

ETPA Holding B.V. (“**ETPA**”) a company incorporated under the laws of the Netherlands, with VAT n° NL 8552.89.685.B01 having its registered address at Arlandaweg 92, 1043 EX, Amsterdam, and registered with the chamber of commerce trade register under the number 63457431;

EXAA Abwicklungsstelle für Energieprodukte AG (“**EXAA**”), 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 the number FN 210730y;

Gestore dei Mercati Energetici S.p.A. (“**GME**”), 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;

HELLENIC ENERGY EXCHANGE S.A. (“**HEEx**”), 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 the number 146698601000 (legal successor of Lagie S.A.);

HUPX Hungarian Power Exchange Company Limited by Shares (“**HUPX**”), 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 the number 01-10-045666;

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

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

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OMI-Polo Español, S. A (“**OMIE**”), 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;

OKTE, a.s., („**OKTE**“) a company incorporated under the laws of the Slovak Republic, with V.A.T. number SK2023089728, having its registered office at Mlynské nivy 48, 821 09 Bratislava, Slovak Republic, registered in the Commercial Register at the Municipal Court Bratislava III, Section Sa, File No. 5087/B under the number 45 687 862;

Operatorul Pietei de Energie Electrica si de Gaze Naturale “OPCOM” S.A. (“**OPCOM**”), 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;

OTE, a.s. (“**OTE**”), 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, OTE’s contract number [REDACTED];

SONI Limited (“**SONI**”), 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;

Towarowa Giełda Energii S.A. (“**TGE**”), 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, held by the District Court for the Capital City of Warszawa, 12th Commercial Department of the National Court Register, and the share capital of 14.500.000,00 PLN paid in full amount;

All parties other than 50Hertz Collectively called the “**Mandating Parties**”;

All parties hereafter referred to collectively as the “**Parties**” and individually as “**Party**”;

WHEREAS:

1. All Parties are cooperating together in the context of **i)** the single day ahead market coupling (hereafter the “**SDAC**”) on the basis of the Day-ahead Operations Agreement signed by the Parties participating to the SDAC (hereafter the “**DAOA**”) and/or **ii)** the single intraday market coupling (hereafter the “**SIDC**”) on the basis of the Intraday Operations Agreement signed by the Parties participating to the SIDC (hereafter the “**IDOA**”), currently relating to the intraday continuous trading (hereafter the

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“**SIDC/IDCT**”) but expected to be extended to intraday auctions (hereafter the “**SIDC/IDA**”);

2. In that context, all Parties wish to appoint a third-party service provider (hereafter the “**SF Provider**”) for the development, maintenance and hosting of and support for a new software application enabling all Parties to perform simulations regarding SDAC and SIDC/IDA market results and to be developed taking into account the technical specifications jointly determined by the Parties (hereafter the “**Simulation Facility**”);
3. On 15 June 2023 the Parties decided through a decision of the Market Coupling Steering Committee (hereafter the “**MCSC**”) to organize a public procurement for the appointment of the SF Provider (hereafter: the “**Procurement**”) and to appoint the Procuring Party as the entity that is in charge of preparing, organising and managing the Procurement for and on behalf of itself and all other Parties, it being understood that the contract to be entered into with the SF Provider to whom the services are awarded shall be signed by all Parties.
4. The Parties therefore now wish to enter into this Agreement, setting forth the terms and conditions under which the Procuring Party shall organise the Procurement, it being understood that further terms on the cooperation between the Parties for the Simulation Facility (including regarding the co-ownership of the rights and title to the Simulation Facility) shall need to be agreed and incorporated in the DAOA (as regards the Simulation Facility for the SDAC) and in the IDOA (as regards the Simulation Facility for the SIDC/IDA).
5. For information purposes only, TGE 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) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty on the Functioning of the European Union (OJ EU L 187, 26 June 2014, as amended).

NOW THEREFORE IT IS DECLARED AND AGREED AS FOLLOWS:

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ARTICLE 1. SUBJECT MATTER

1.1 This Agreement acknowledges and sets forth the terms and conditions under which the Procuring Party organises and conducts the Procurement and under which the Procuring Party shall be remunerated for this.

ARTICLE 2. MANDATE GRANTED

2.1 The Mandating Parties hereby formally acknowledge the appointment of the Procuring Party for the preparation, organisation and management of the Procurement and hereby assign to the Procuring Party and where necessary grant, to the Procuring Party, who accepts, a mandate to perform the following tasks in connection with the Procurement, it being understood that, every time a prior decision of the Mandating Parties under this Agreement is required before a task can be performed by the Procuring Party (hereafter the “**Approval**”), such Approval shall be taken by the MCSC established under the DAOA and IDOA according to the provisions of those agreements:

- a. organise and conduct the Procurement in accordance with the German Public Procurement Law, transposing the Directive 2014/25/EU on public procurement, under the supervision of the MCSC, including managing the preparation of the Procurement documentation, taking into account the organizational principles set forth in Annex 1;
- b. select a SF Provider for the provision of the services for the development, maintenance and hosting of and support for the Simulation Facility, as further detailed in the Procurement documentation including the draft agreement with the awarded SF Provider for the provision of the services related to the Simulation Facility (hereafter the “**Services Agreement**”), subject to Approval;
- c. sign on its own behalf and on behalf of the Mandating Parties any documents that are necessary for carrying out the Procurement in light of its applicable legislation;
- d. award the Services Agreement to the selected SF Provider, subject to Approval and being understood the Services Agreement requires the signature of all Parties;
- e. finance the costs stemming from such Procurement;
- f. appoint a procurement manager (hereafter the “**Procurement Manager**”) as the internal superintendent of the Procurement and special point of contact (hereafter the “**SPOC**”) for the candidates participating in the Procurement. However, all instructions and all decisions to be taken towards the candidates and the awarded SF Provider shall be subject to Approval.

2.2 For the avoidance of doubt:

- i) The tasks of the Procuring Party include:
 - a. Preparation of Procurement documentation based on the high-level descriptions approved by the MCSC;
 - b. Launch and publication of the Procurement;

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- c. Communication with entities participating in the Procurement including exchanges on questions related to the Procurement, organising and conducting the interviews and communication of the results to the candidates;
 - d. Preparation of the evaluations and the results on the awarding of the Procurement with support of the relevant task forces, it being understood that the selection and awarding shall be subject to Approval;
 - e. Handling of appeal process (if applicable).
- ii) The Procuring Party will not be entitled to amend, terminate, renew or withdraw from the Procurement or from any related binding document without the prior consent of the MCSC;
 - iii) The Procuring Party is not entitled to sign the Services Agreement in name and on behalf of all Parties;
 - iv) Any question arising on the interpretation of this Agreement shall be subject to a decision of the MCSC or of any other body designated by the latter, consistently with the provisions of the DAOA and IDOA.

ARTICLE 3. OBLIGATIONS OF THE PROCURING PARTY

- 3.1** The Procuring Party shall prepare, organise and manage the Procurement in accordance with this Agreement including the decisions of the MCSC.
- 3.2** The Procuring Party shall regularly inform the Mandating Parties on the status of the Procurement and shall provide without undue delay the Mandating Parties with any information related to the Procurement which is reasonably necessary for the Mandating Parties to assess the Procurement.
- 3.3** Within the context of the Procurement, the relevant Procurement's documentation shall be sent by the Procuring Party to any third party only subject to Approval.
- 3.4** The Services Agreement to be entered into with the awarded SF Provider shall only be finalised or submitted for signature to all Parties subject to Approval, such Approval being taken by unanimity without applying, in deviation to the DAOA and IDOA, the QMV possibility. The Procuring Party shall draft the Services Agreement as part of the Procurement documentation, together with the other Parties, and regularly inform the other Parties on the content of the possible negotiations with the Procurement candidates or selected SF Provider on the Services Agreement, as well as provide them with any relevant drafts of such Services Agreement and its final version for signing. During negotiations with the candidates (including in connection with any pre-contractual arrangement related to the Services Agreement), the Procuring Party shall act in accordance with any relevant Approval.
- 3.5** The Parties acknowledge that the terms of their cooperation regarding the Simulation Facility as well as the terms regarding their co-ownership of the rights and title to the Simulation Facility have not yet been agreed. Parties shall further determine these terms taking into account the principles set forth in Annex 2 and the agreed terms shall be included

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respectively in the DAOA and the IDOA and, where relevant, they shall be reflected in the Procurement documentation and/or the Services Agreement with the SF Provider.

ARTICLE 4. PAYMENT

4.1

[REDACTED]

ARTICLE 5. LIABILITY and HOLD HARMLESS

5.1. Liability

5.1.1 The Parties shall be responsible for their individual commitments only and do not bear any joint and several liability under this Agreement.

5.1.2 The Procuring Party shall be liable in case of breach of the Agreement. In the event of breach (including gross negligence ("grove fout" / "faute grave")), the liability of the Procuring Party towards all the Mandating Parties shall not exceed the amount [REDACTED] all and any claim raised with respect to the Procurement, irrespective of the number of claims. For the avoidance of doubt, should a breach be a consequence of fraud ("bedrog" / "fraude") or of an intentional fault ("opzettelijke fout" / "faute intentionnelle") of the Procuring Party, the Mandating Parties shall be entitled to claim full compensation or indemnification for all losses, damages, charges, fees without any cap being applicable, to the exclusions of indirect and consequential damage. It is understood that a Mandating Party may claim against the Procuring Party only if such Mandating Party has incurred or suffered any direct costs, losses, damages or expenses as consequence of the breach.

5.1.3 The Mandating Parties shall be liable in case of breach of the Agreement. In the event of breach (including gross negligence ("grove fout" / "faute grave")), the liability of the Mandating Parties collectively towards the Procuring Party shall not exceed the amount [REDACTED] all and any claim raised with respect to the Procurement, irrespective of the number of claims. For the avoidance of doubt, should a breach be a consequence of fraud ("bedrog" / "fraude") or of an intentional fault ("opzettelijke fout" / "faute intentionnelle") of the Mandating Parties, the Procuring Party shall be entitled to claim full compensation or indemnification for all losses, damages, charges, fees without any cap being applicable, to the exclusions of indirect and consequential damage. It is understood that the Procuring Party may claim against the Mandating Parties only if such Procuring Party has incurred or suffered any direct costs, losses, damages or expenses as consequence of the breach.

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5.2 Hold harmless obligations

- 5.2.1** The Mandating Parties shall hold harmless the Procuring Party on an equal sharing basis (with the Procuring Party bearing its share) from any third party's claim directly related to its role as Procuring Party, provided that such third party's claim is not deriving from a breach of the present Agreement or of the law applicable to the Procurement or to any actions taken by the Procuring Party in connection with the Procurement which qualifies as fraud or wilful misconduct or any negligence by the Procuring Party.
- 5.2.2** Should any third party raise a successful claim based on a breach of any other national procurement law than the law that is applicable to the Procurement, the Mandating Party or Mandating Parties to whom such procurement law is applicable shall indemnify and hold harmless the Procuring Party for any indemnification paid by the latter to such third party.
- 5.2.3** For the avoidance of doubt, the liability limitations set forth in article 5.1. shall not apply to the hold harmless obligations under this Article 5.2.

ARTICLE 6. ENTRY INTO FORCE AND TERMINATION

- 6.1** This Agreement shall enter into force on the date on which all Parties have signed it by sending a scan of the signed signatory page of the Agreement to a third coordinating party assigned by the Parties. The third coordinating party 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, each Party shall also provide the third coordinating party with 49 original signed signatory pages (one per Party) of the Agreement. The third coordinating Party 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.

- 6.2** Any work or activity performed in the context of the Procurement by any of the Parties before the entry into force of this Agreement shall also be governed by it.
- 6.3** This Agreement is entered into for the duration of the Procurement and until the Services Agreement is signed by all Parties. Article 3.4 shall stay in place until the DAOA and IDOA have been amended.
- 6.4** A Party may only exit from this Agreement in case it exits from DAOA and/or IDOA, in the same cases and under the same conditions.
- 6.5** It is understood that if one or more Mandating Parties exits from this Agreement pursuant to Article 6.4, the Agreement will continue to be valid and effective between the Procuring Party and the non-exiting Parties. Upon exit of the Agreement by one or more Mandating Parties,

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the Procuring Party will be entitled to recover the amounts under Article 4.1 from the exiting Mandating Party(ies) consistently with the relevant provisions of the DAOA and IDOA.

ARTICLE 7. MISCELLANEOUS PROVISIONS

- 7.1** All capitalised terms used in the Agreement shall (unless expressly defined hereunder) have the meaning as set forth in Annex 1 of DAOA or Appendix 1 of IDOA.
- 7.2** No Party has relied upon any other promise, representation or warranty other than those contained herein, in executing this Agreement.
- 7.3** If one or more of the provisions of this Agreement is declared to be invalid, illegal or unenforceable in any respect under any applicable rule of law or public policy, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected and these provisions shall remain in full force and effect as long as the economic or legal substance of this Agreement is not affected in any material manner adverse to any Party. In such event, the Parties shall immediately and in good faith negotiate a legally valid replacement provision with the same economic effect.
- 7.4** 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.
- 7.5** The Annexes to this Agreement form an integral part thereof and any reference to this Agreement shall include a reference to the Annexes and vice versa.
- 7.6** Any change to this Agreement can only be validly agreed upon in writing, duly signed by the legal representatives of the Parties.
- 7.7** Each Party acknowledges that the Parties to this Agreement are independent entities and that it will not, except in accordance with this Agreement, represent itself as an agent or legal representative of the other Party.
- 7.8** No Party may assign or transfer this Agreement, partially or as a whole, unless with the prior explicit written consent of the other Parties which will not be unreasonably withheld or delayed.
- 7.9** No agency, partnership or joint venture relationship is created between the Parties as a result of this Agreement.
- 7.10** Personal data processing under this Agreement (if any) shall be done in accordance with respectively article 28 DAOA and article 27 of the IDOA.
- 7.11** The present Agreement is governed by and construed with Belgian law without regard to the conflict of laws principles of it. Any dispute arising out of or in connection with this Agreement shall be settled in accordance with the provisions on amicable settlement by the HLM and on arbitration in respectively in the DAOA (for disputes related to the SF Facility for the SDAC) and IDOA (for disputes related to the SF Facility for IDA).

MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE
PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential

7.12 The Parties hereby acknowledge that regardless of the governing law of the Agreement, OTE is considered as the obliged person within the meaning of the section 2/1 of Czech Act No 340/2015 Coll. on special conditions for the effectiveness of certain contracts, publication of these contracts and register of contracts (Act on the Register of Contracts), as amended and therefore the Agreement shall be published by OTE in the Czech Register of Contracts pursuant to section 5 of the Act on the Register of Contracts.

No Confidential Information shall be disclosed during the course of complying with such obligation, including by redacting all such Confidential Information from any materials or documents, unless specified otherwise in the Act on the Register of Contracts. The Parties shall receive from OTE a redacted version intended for the fulfilment of the abovementioned obligation.

The Parties shall notify OTE without undue delay in case they identify the necessity for further redaction to the received redacted version, otherwise it is deemed that the Parties approved the publication of the received redacted version.

The Parties hereby also acknowledge that the Agreement may become effective in relation to OTE only if the Agreement is previously published in the Czech Register of Contracts under the terms of the Act on the Register of Contracts.

In witness thereof, and without prejudice to the procedure of sending scanned signatory pages set forth in Article 6.1, this Agreement has been duly executed in 49 (forty-nine) original documents by the undersigned authorised representatives.

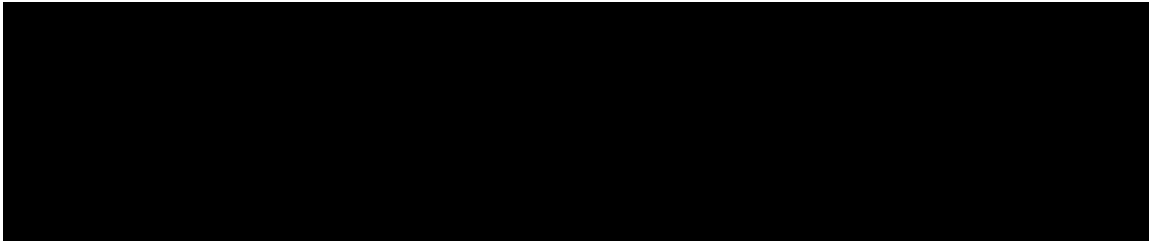
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE
PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



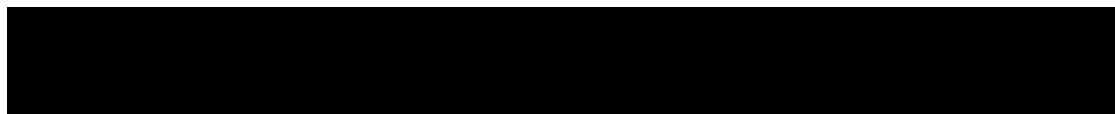
For: **50Hertz Transmission GmbH**
("50Hertz")

For: **50Hertz Transmission GmbH**
("50Hertz")



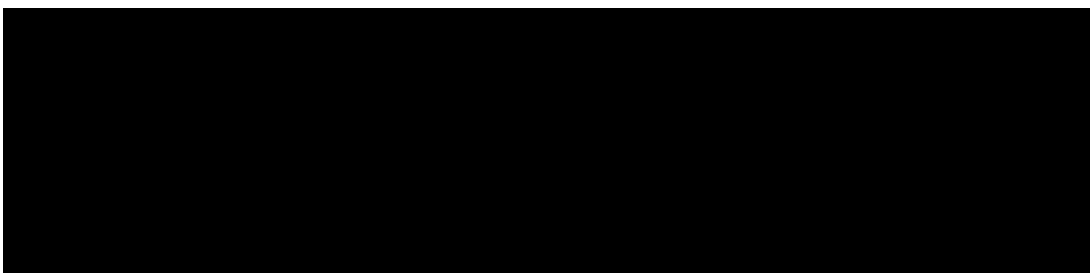
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **AFFÄRSVERKET**
SVENSKA KRAFTNÄT ("SVENSKA
KRAFTNÄT")

For: **AFFÄRSVERKET**
SVENSKA KRAFTNÄT ("SVENSKA
KRAFTNÄT")

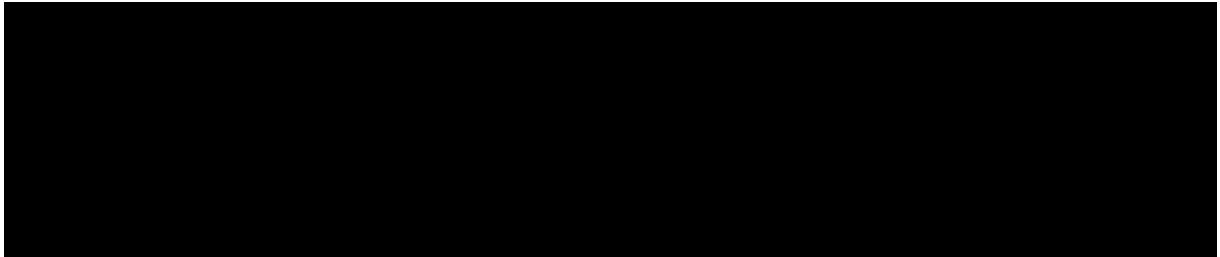


MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **AMPRION GmbH ("AMPRION")** For: **AMPRION GmbH ("AMPRION")**

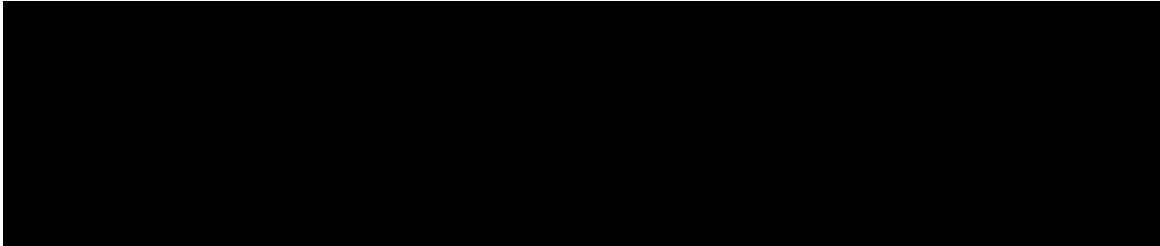


MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **AUSTRIAN POWER GRID AG** For: **AUSTRIAN POWER GRID AG**
("APG") **("APG")**

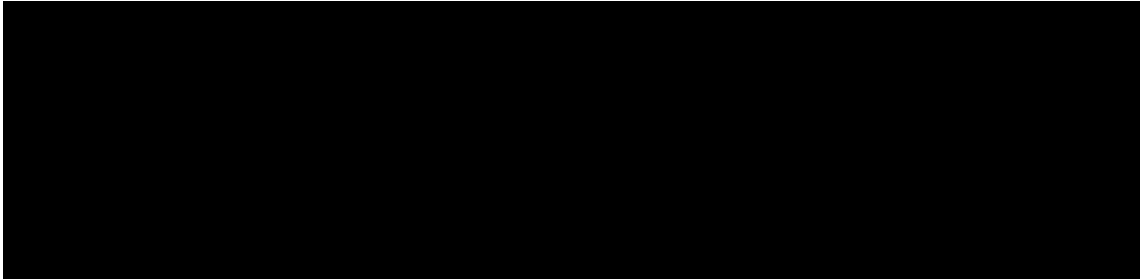


MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: AS "Augstsprieguma tīkls" ("AST") For: AS "Augstsprieguma tīkls" ("AST")



MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential

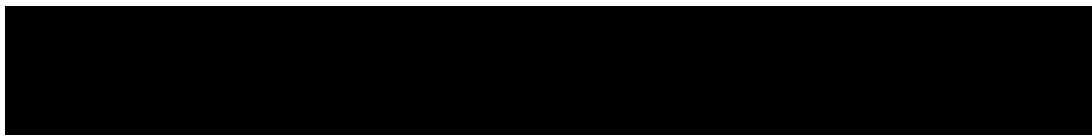


For: **Baltic Cable AB (“Baltic Cable”)** For: **Baltic Cable AB (“Baltic Cable”)**



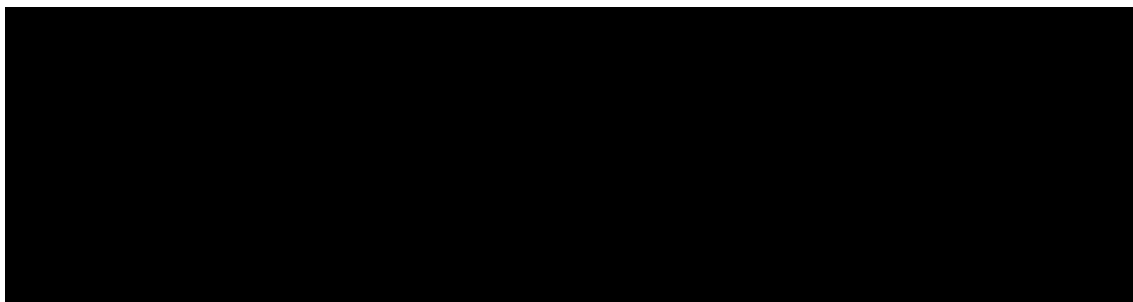
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



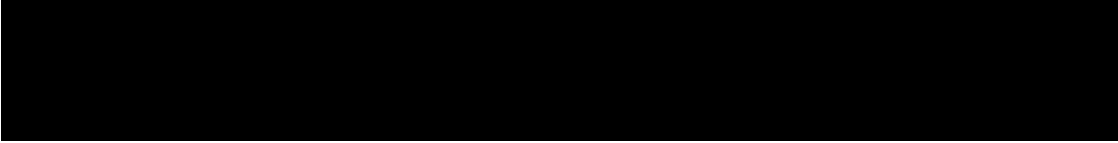
For: **ČEPS a.s. ("ČEPS")**

For: **ČEPS a.s. ("ČEPS")**



MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential

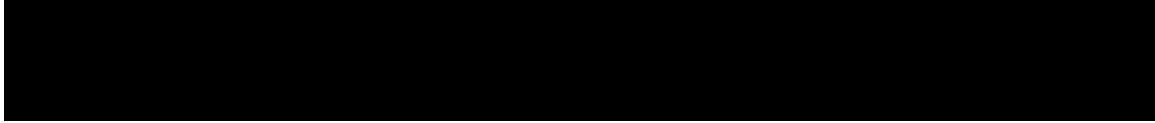


For: **CREOS Luxembourg S.A.** For: **CREOS Luxembourg S.A.**
("CREOS") **("CREOS")**

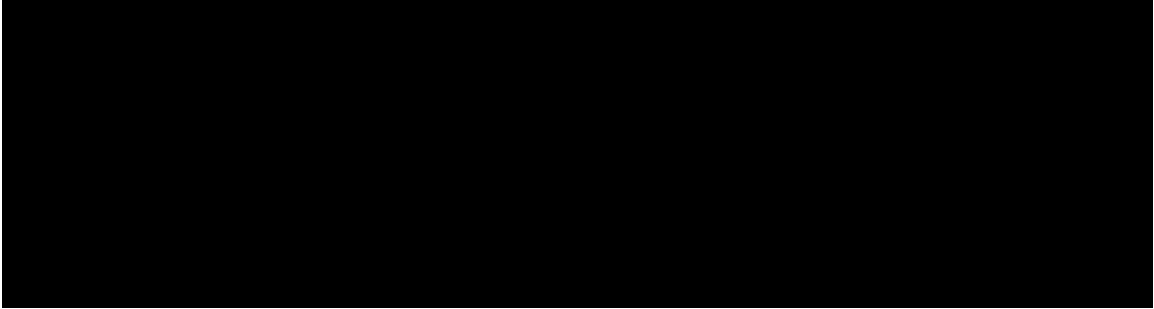


MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **Croatian Transmission System Operator Plc. ("HOPS")** For: **Croatian Transmission System Operator Plc. ("HOPS")**



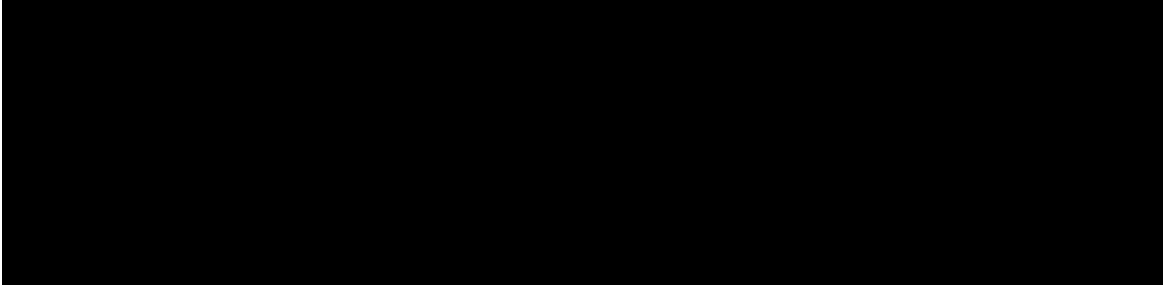
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



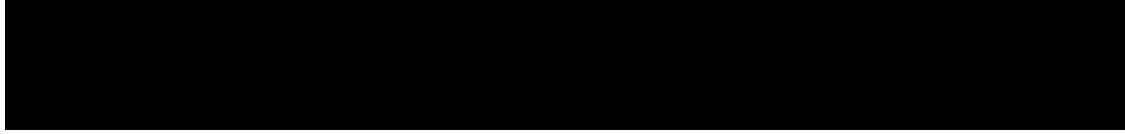
For: **EirGrid plc ("EirGrid")**

For: **EirGrid plc ("EirGrid")**

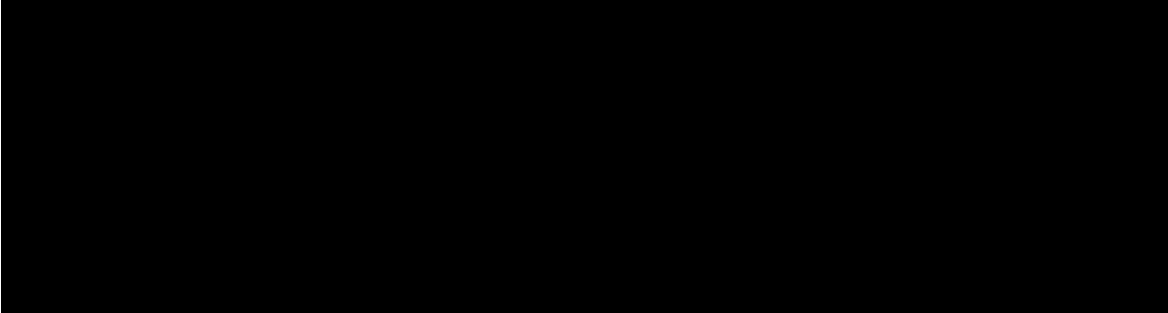


MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential

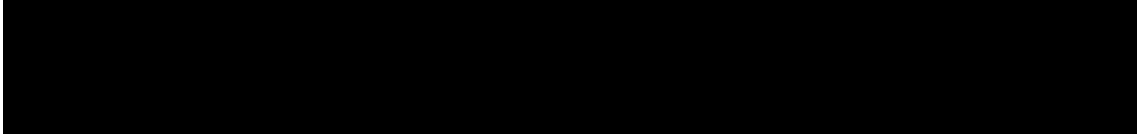


For: **ELECTRICITY SYSTEM OPERATOR EAD ("ESO EAD")** For: **ELECTRICITY SYSTEM OPERATOR EAD ("ESO EAD")**



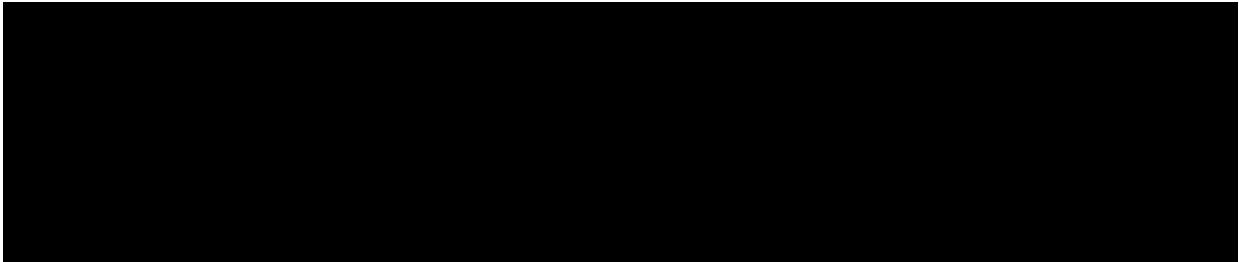
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **ELERING AS ("Elering")**

For: **ELERING AS ("Elering")**

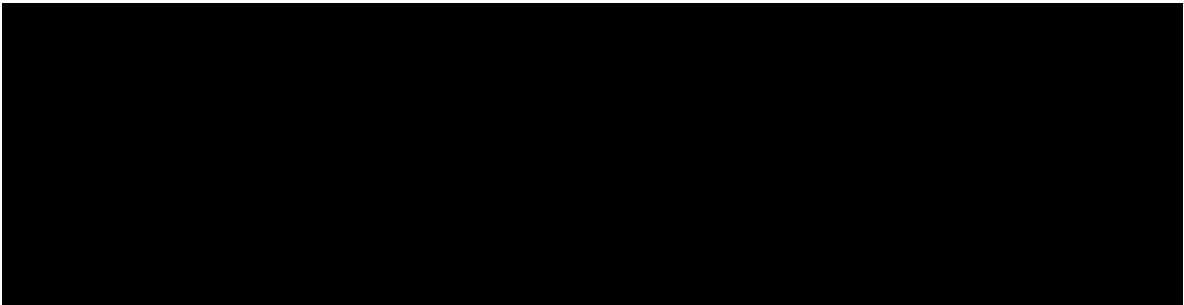


MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **ELIA TRANSMISSION BELGIUM SA/NV ("ELIA")** For: **ELIA TRANSMISSION BELGIUM SA/NV ("ELIA")**



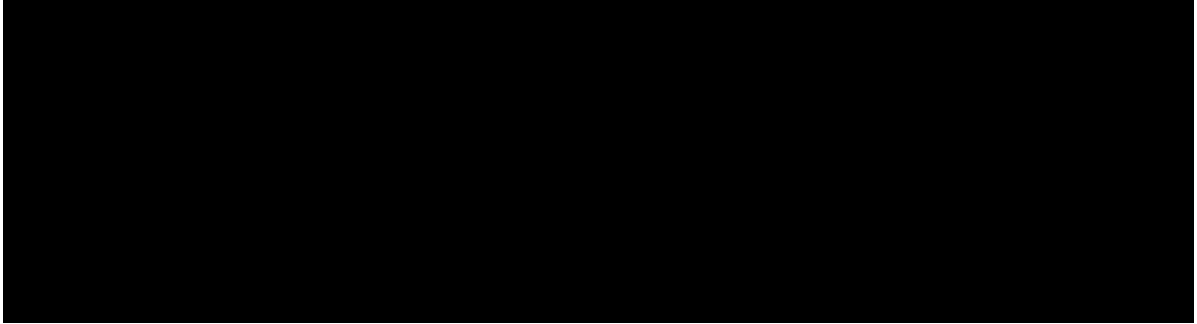
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



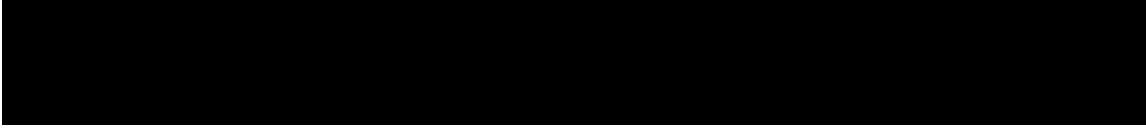
For: **ELES, d.o.o.**

For: **ELES, d.o.o.**

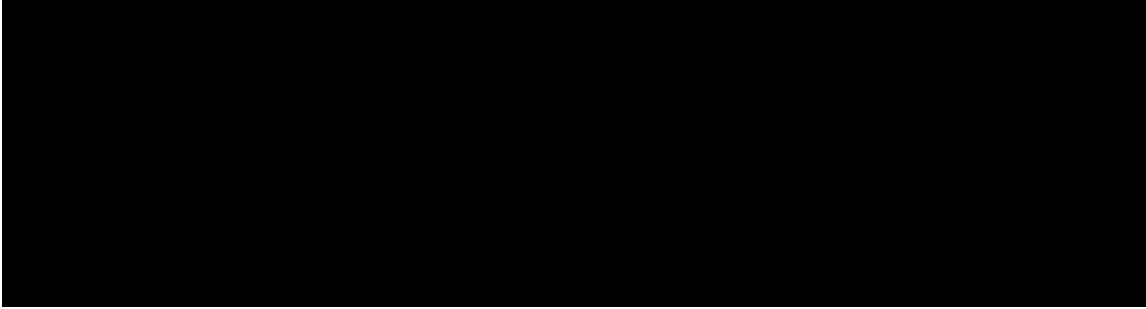


MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential

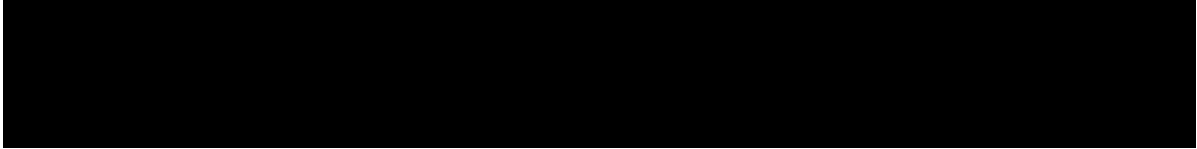


For: **Energinet Systemansvar A/S** For: **Energinet Systemansvar A/S**
("ENERGINET") ("ENERGINET")



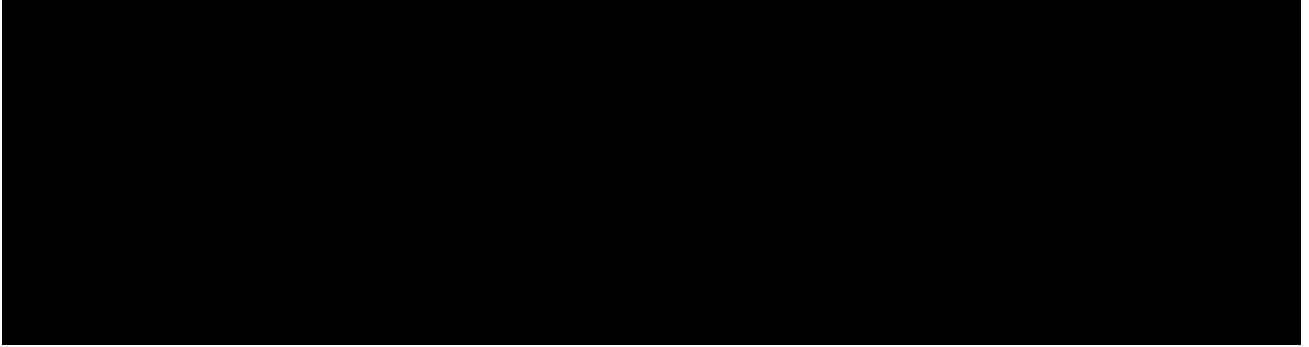
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



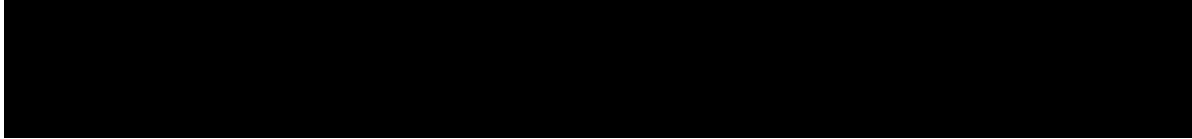
For: **FINGRID OYJ ("FINGRID")**

For: **FINGRID OYJ ("FINGRID")**

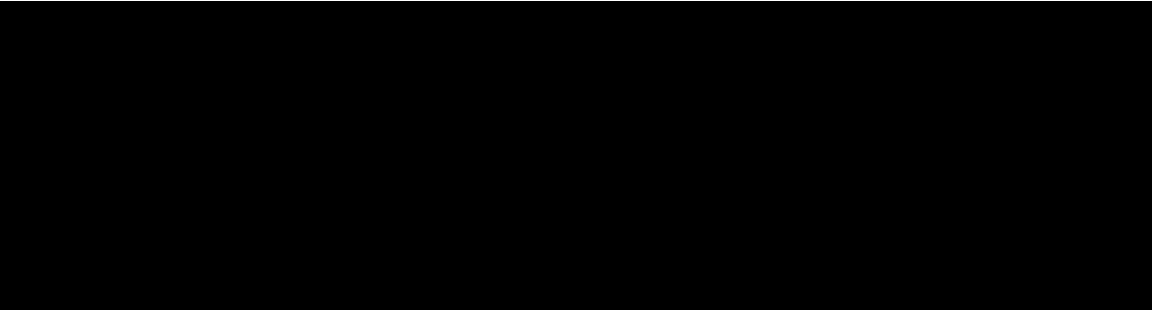


MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **Independent Power** For: **Independent Power**
Transmission Operator S.A. **Transmission Operator S.A.**
(“ADMIE” or “IPTO”) **(“ADMIE” or “IPTO”)**

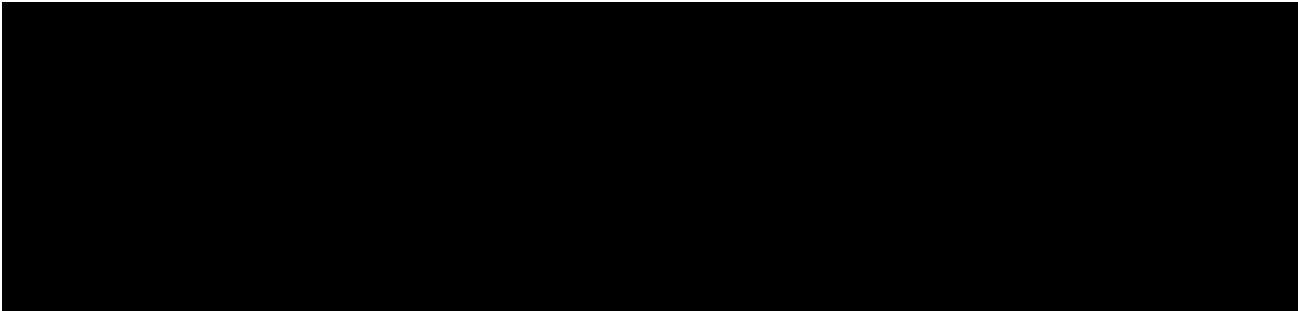


MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **Kraftnät Åland Ab ("Kraftnät")** For: **Kraftnät Åland Ab ("Kraftnät")**



MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



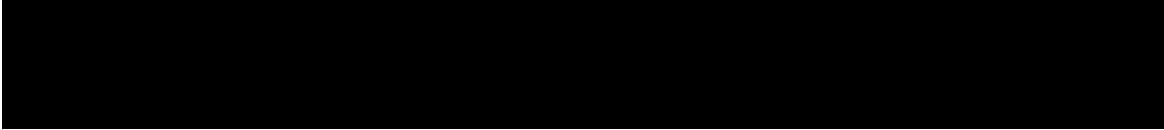
For: **LITGRID AB ("Litgrid")**

For: **LITGRID AB ("Litgrid")**



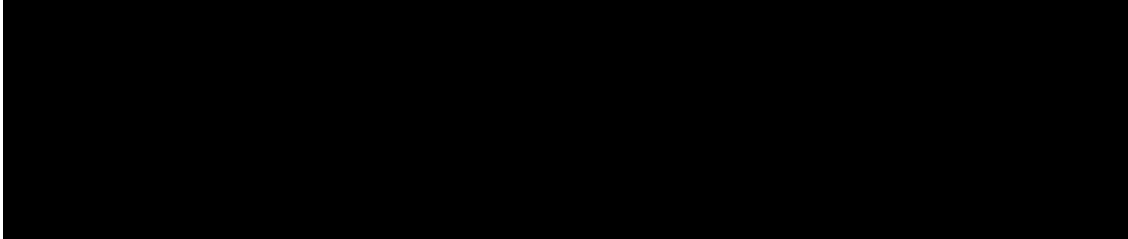
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **MAVIR Hungarian Independent
Transmission Operator
Company Ltd. ("MAVIR")**

For: **MAVIR Hungarian Independent
Transmission Operator
Company Ltd. ("MAVIR")**



MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential

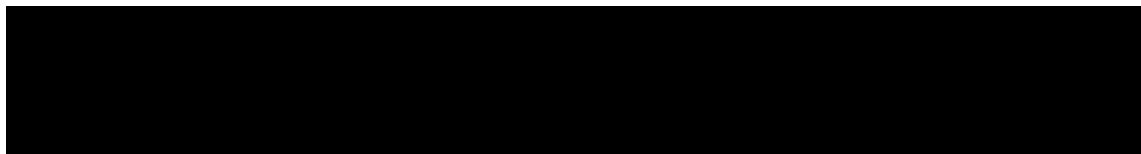


For: **National Power Grid Company** For: **National Power Grid Company**
Transelectrica S.A. **Transelectrica S.A.**
("Transelectrica") **("Transelectrica")**



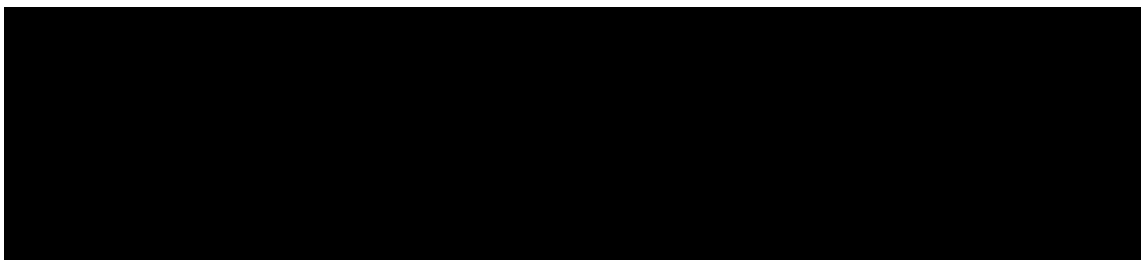
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **Polskie Sieci
Elektroenergetyczne S.A.
("PSE")**

For: **Polskie Sieci
Elektroenergetyczne S.A.
("PSE")**

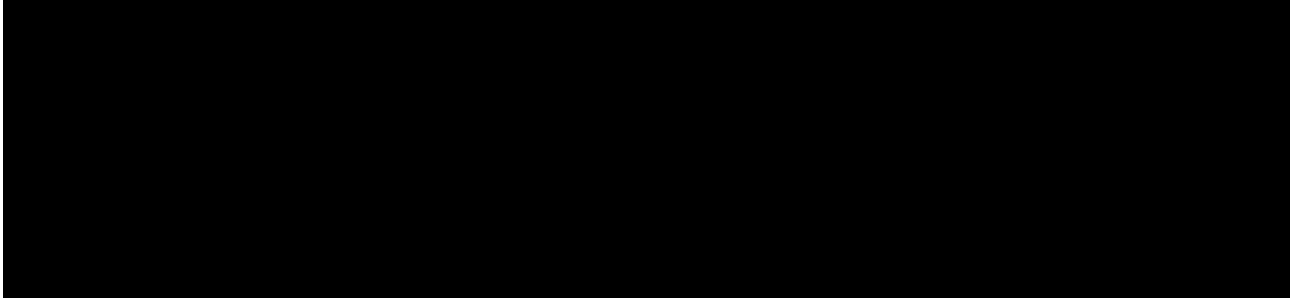


MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **Red Eléctrica de España, S.A.U.** For: **Red Eléctrica de España, S.A.U.**
("REE") ("REE")

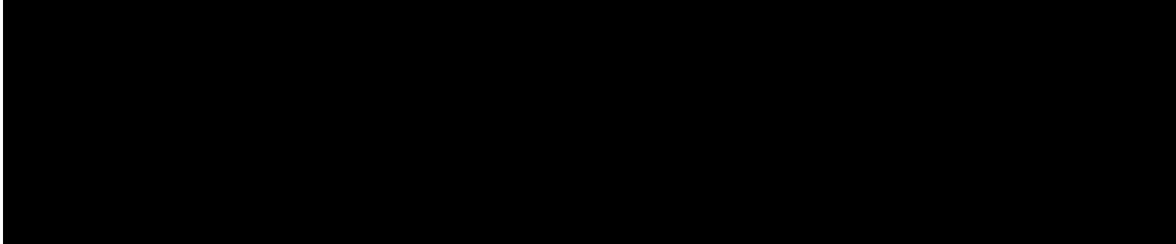


MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **REN – Rede Eléctrica Nacional, S.A. (“REN”)** For: **REN – Rede Eléctrica Nacional, S.A. (“REN”)**

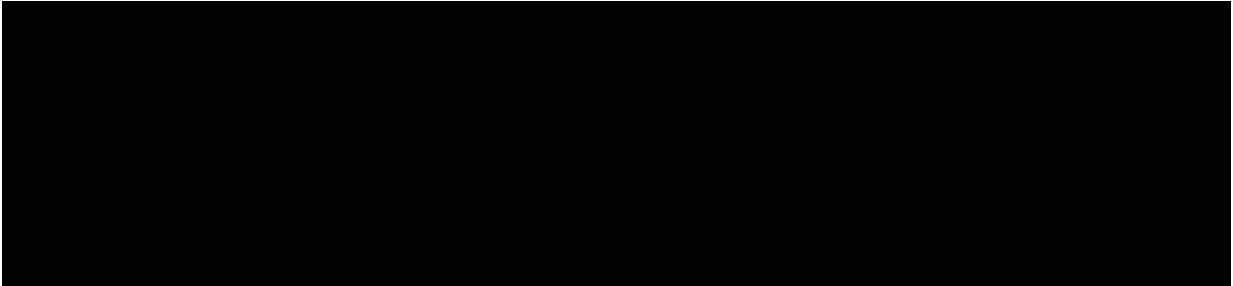


MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential

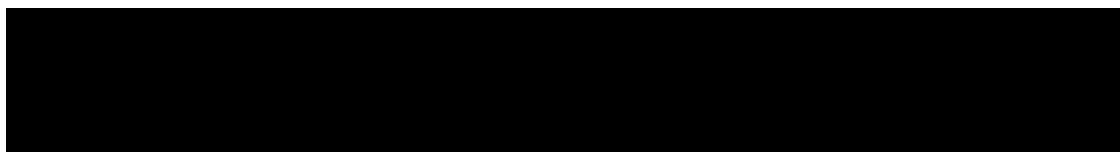


For: RTE Réseau de Transport d'Electricité ("RTE") For: RTE Réseau de Transport d'Electricité ("RTE")



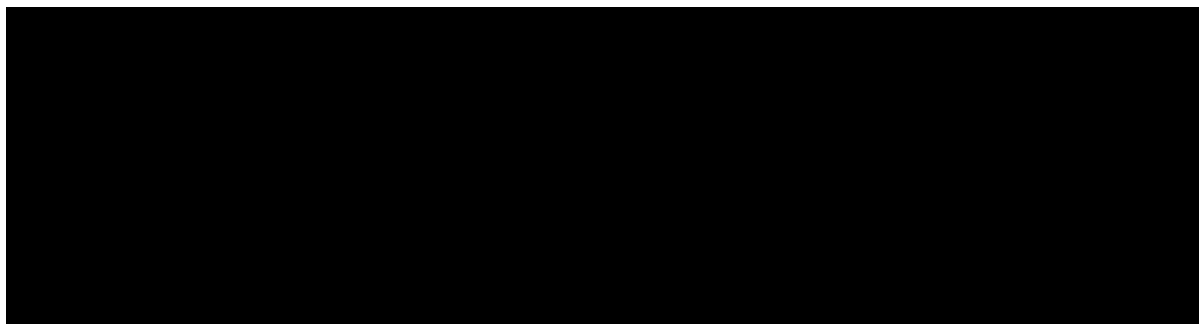
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



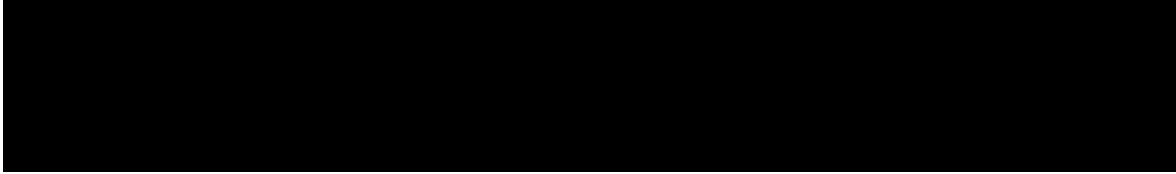
For: **SLOVENSKA ELEKTRIZACNA
PRENOSOVA SUSTAVA A.S.
("SEPS")**

For: **SLOVENSKA ELEKTRIZACNA
PRENOSOVA SUSTAVA A.S.
("SEPS")**



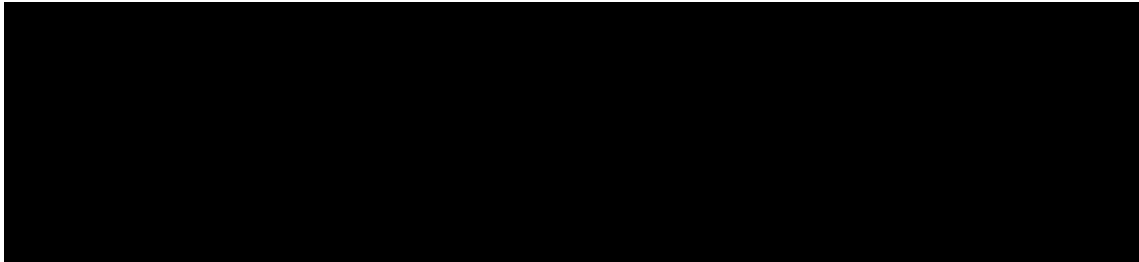
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



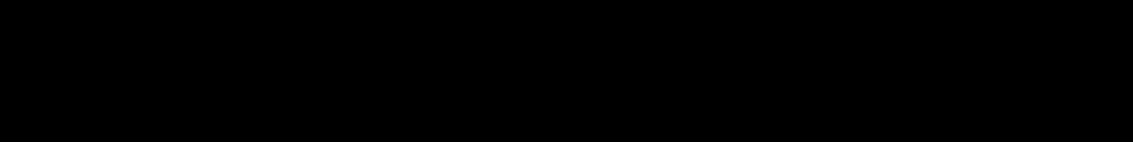
For: **SONI Limited ("SONI")**

For: **SONI Limited ("SONI")**

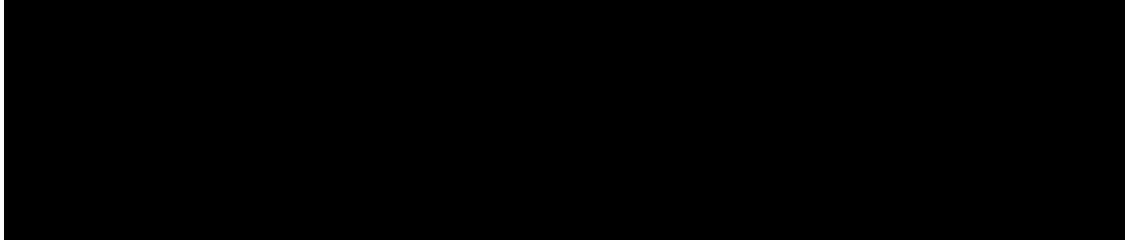


MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential

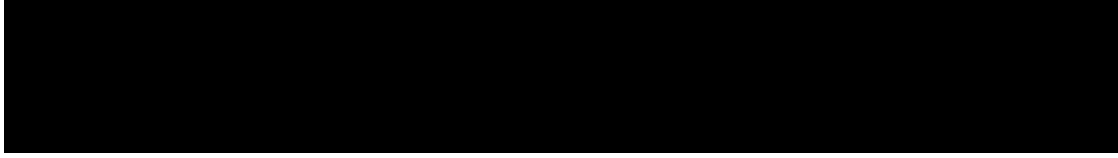


For: **STATNETT SF ("STATNETT")** For: **STATNETT SF ("STATNETT")**

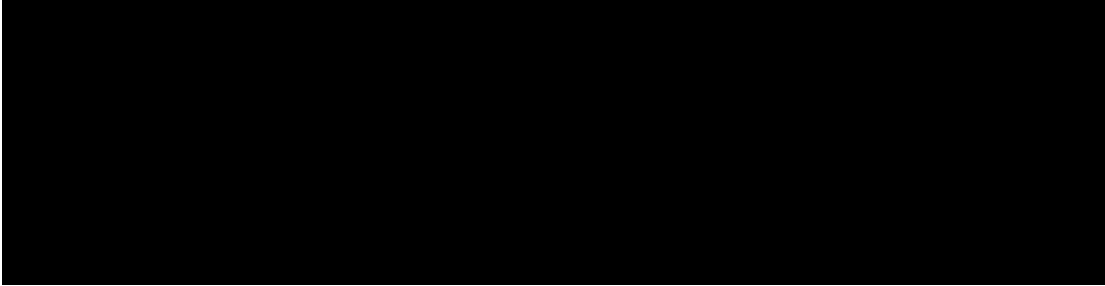


MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential

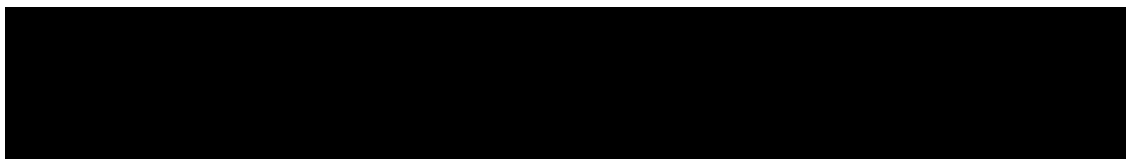


For: **TENNET TSO B.V. ("TenneT")** For: **TENNET TSO B.V. ("TenneT")**



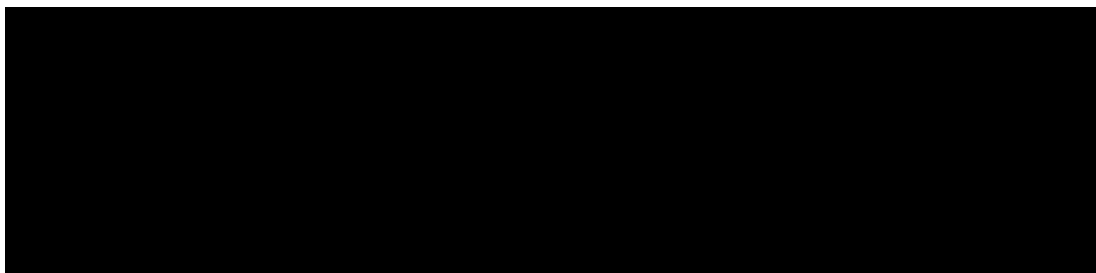
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **TENNET TSO GmbH ("TTG")**

For: **TENNET TSO GmbH ("TTG")**



MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



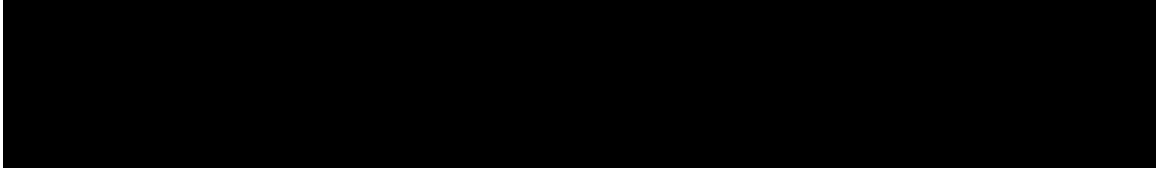
For: **TERNA - Rete Elettrica
Nazionale Società per Azioni
("TERNA")**

For: **TERNA - Rete Elettrica
Nazionale Società per Azioni
("TERNA")**



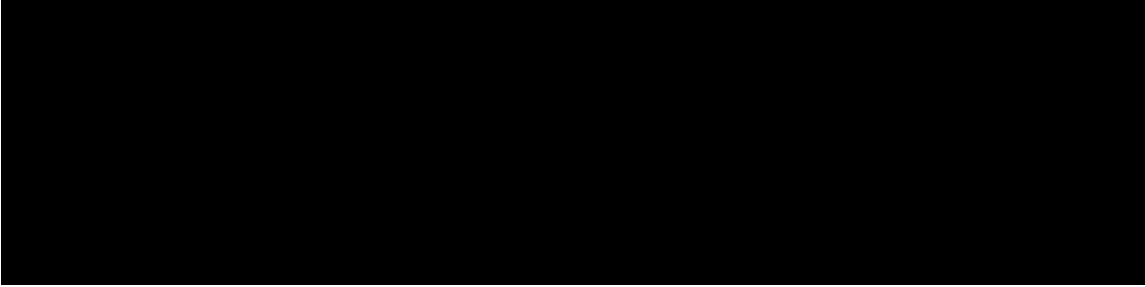
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **TRANSNET BW GmbH**
("TransnetBW")

For: **TRANSNET BW GmbH**
("TransnetBW")



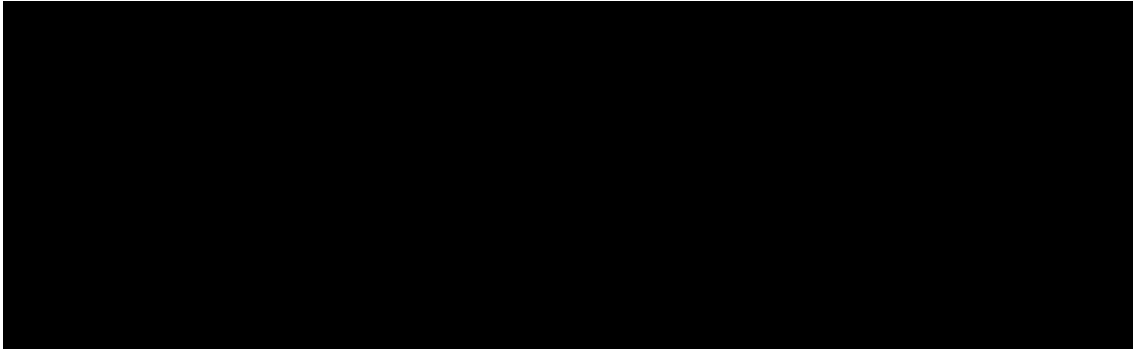
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



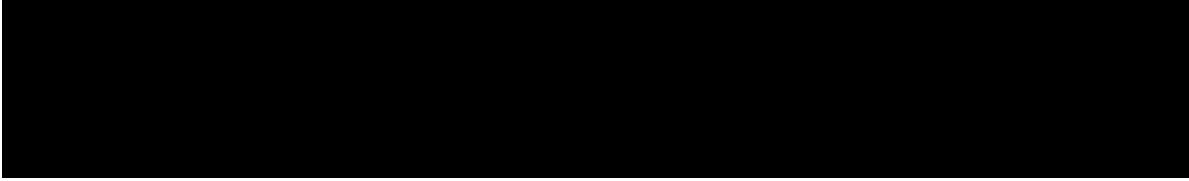
For: **BSP Energy Exchange LL C**
("BSP")

For: **BSP Energy Exchange LL C**
("BSP")



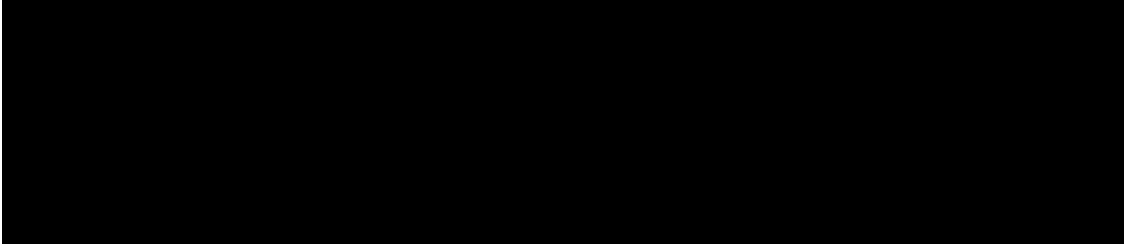
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **CROATIAN POWER EXCHANGE
Ltd. ("CROPEX")**

For: **CROATIAN POWER EXCHANGE
Ltd. ("CROPEX")**



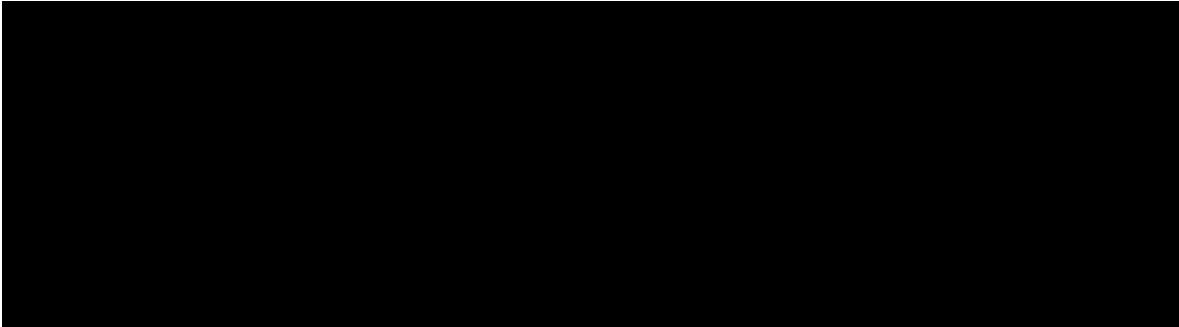
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **EirGrid plc ("EirGrid")**

For: **EirGrid plc ("EirGrid")**



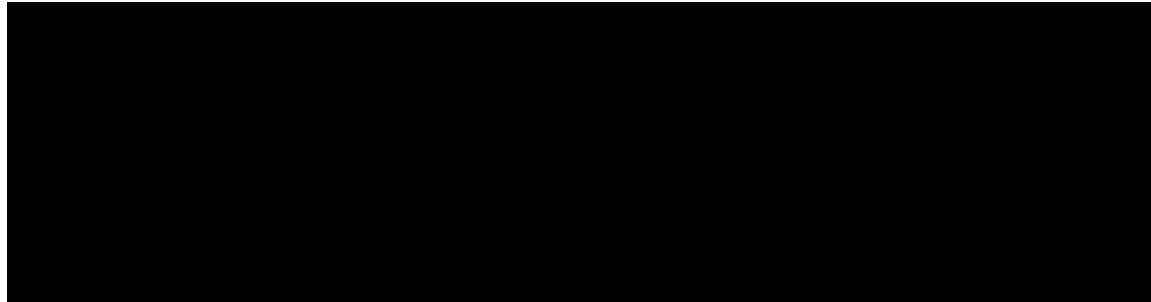
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **EPEX SPOT SE (“EPEX”)**

For: **EPEX SPOT SE (“EPEX”)**



MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **ETPA BV ("ETPA BV")**

For: **ETPA BV ("ETPA BV")**



MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

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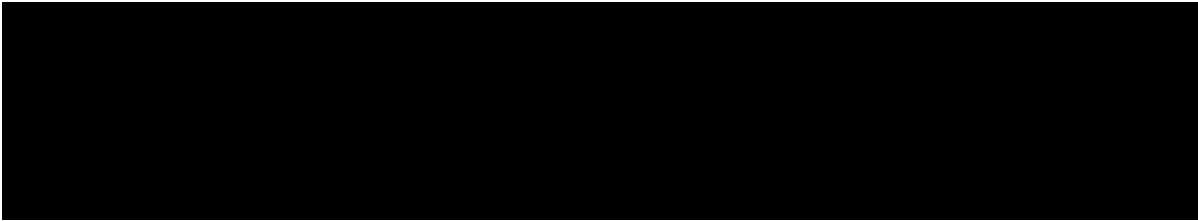


For: **EXAA Abwicklungsstelle für Energieprodukte AG ("EXAA")** For: **EXAA Abwicklungsstelle für Energieprodukte AG ("EXAA")**



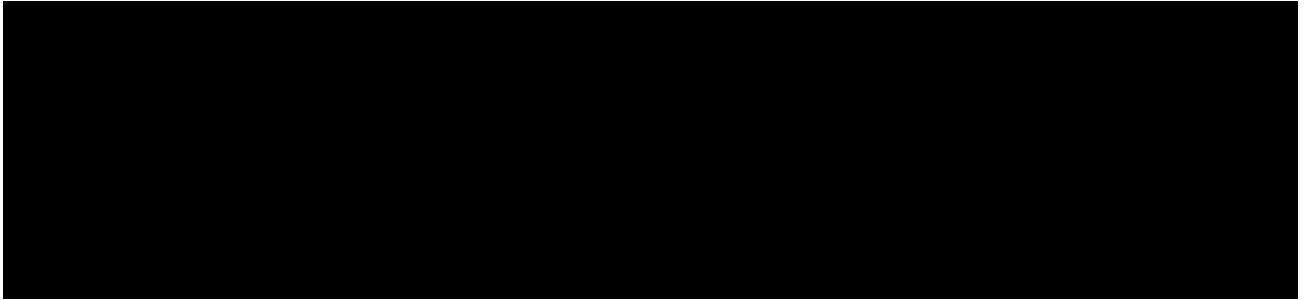
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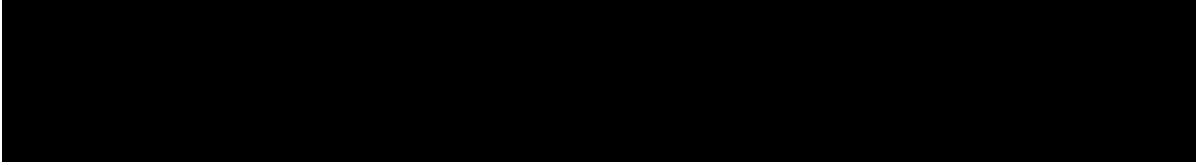
For: **Gestore dei Mercati Energetici
S.p.A. ("GME")**

For: **Gestore dei Mercati Energetici
S.p.A. ("GME")**



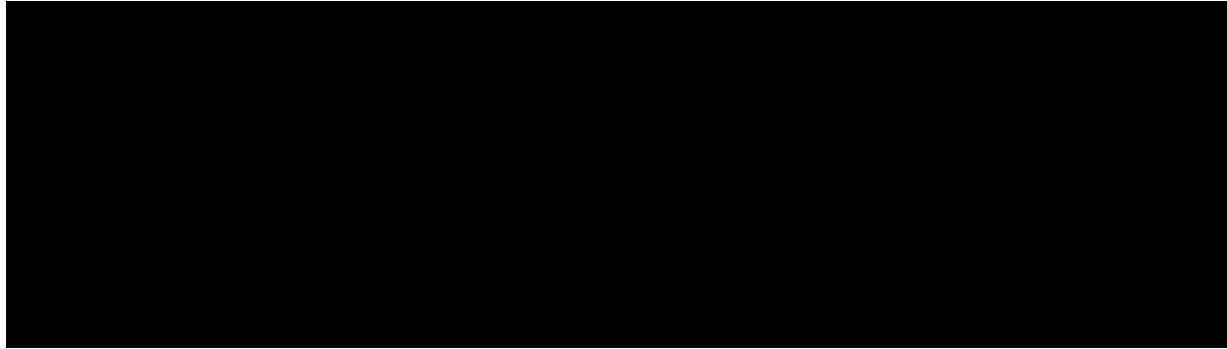
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

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For: **HELLENIC ENERGY EXCHANGE
S.A. ("HEEx")**

For: **HELLENIC ENERGY EXCHANGE
S.A. ("HEEx")**



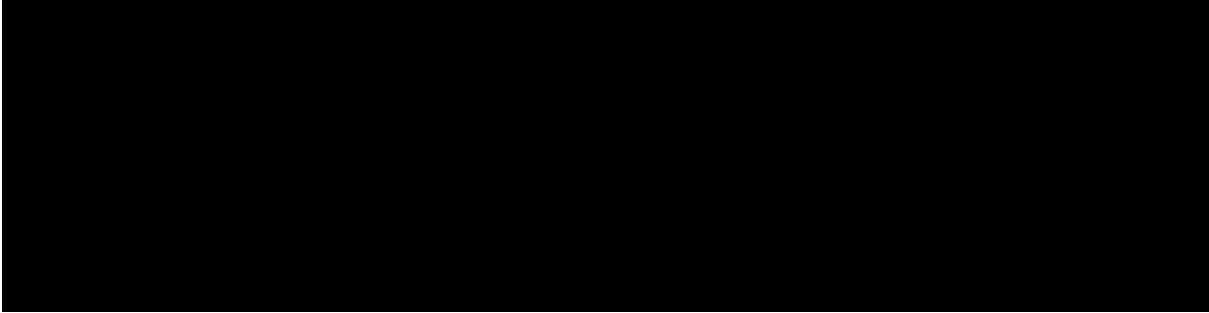
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE
PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

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For: **HUPX Hungarian Power
Exchange Company Limited by
Shares ("HUPX Ltd.")**

For: **HUPX Hungarian Power
Exchange Company Limited by
Shares ("HUPX Ltd.")**



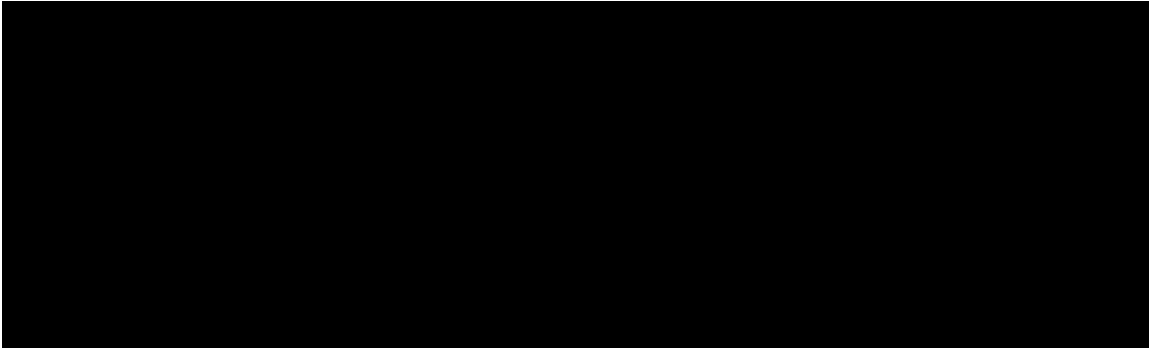
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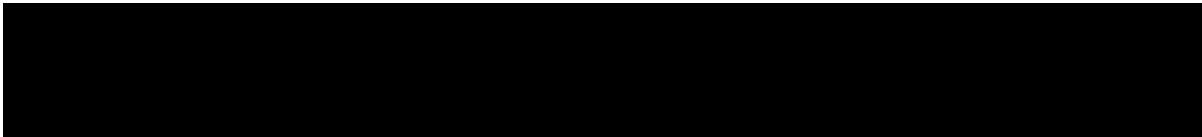
For: **Independent Bulgarian Energy
Exchange ("IBEX")**

For: **Independent Bulgarian Energy
Exchange ("IBEX")**



MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE
PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

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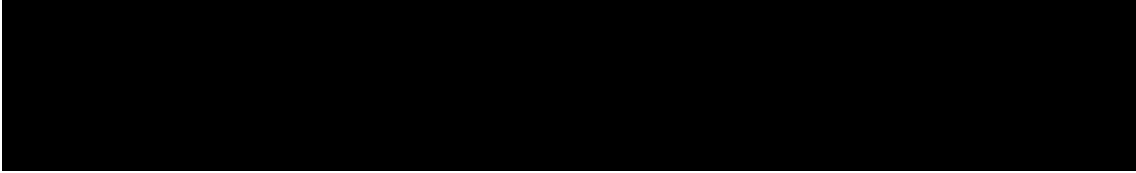
For: **Nord Pool European Market
Coupling Operator AS ("Nord
Pool EMCO")**

For: **Nord Pool European Market
Coupling Operator AS ("Nord
Pool EMCO")**



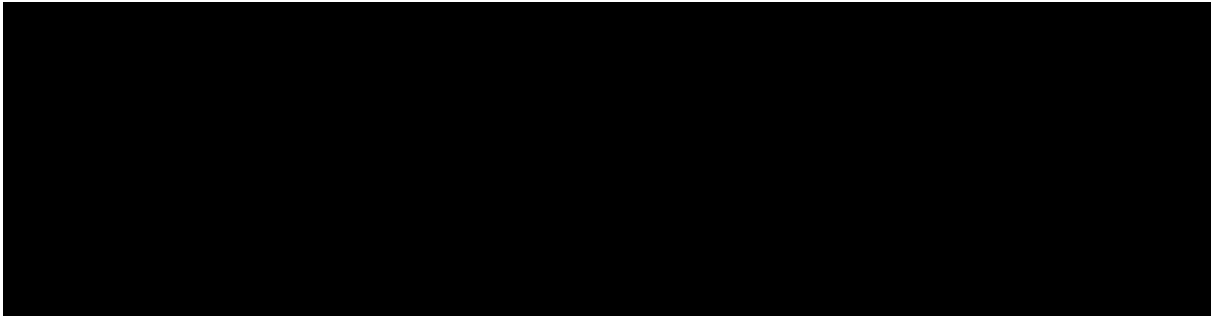
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE
PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

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For: **OMI-Polo Español, S.A.**
("OMIE")

For: **OMI-Polo Español, S.A.**
("OMIE")



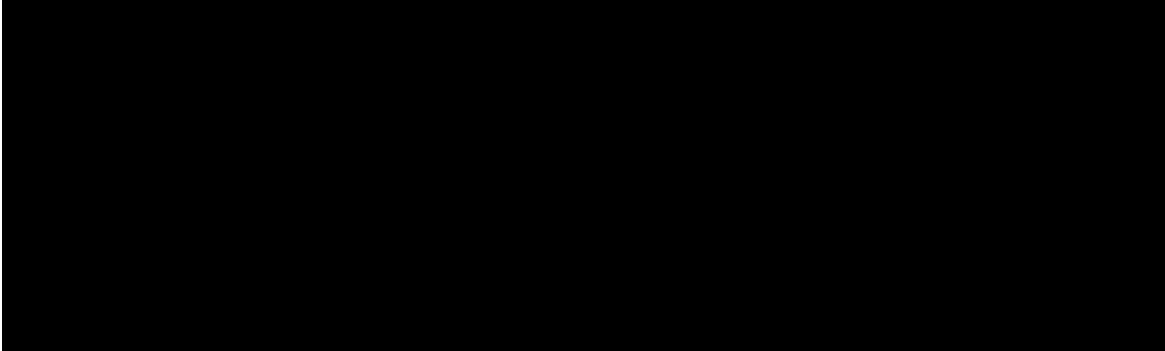
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE
PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **OKTE A.S. ("OKTE")**

For: **OKTE A.S. ("OKTE")**



MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE
PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

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For: **Operatorul Pietei de Energie
Electrica si de Gaze Naturale
"OPCOM" S.A. ("OPCOM")**

For: **Operatorul Pietei de Energie
Electrica si de Gaze Naturale
"OPCOM" S.A. ("OPCOM")**



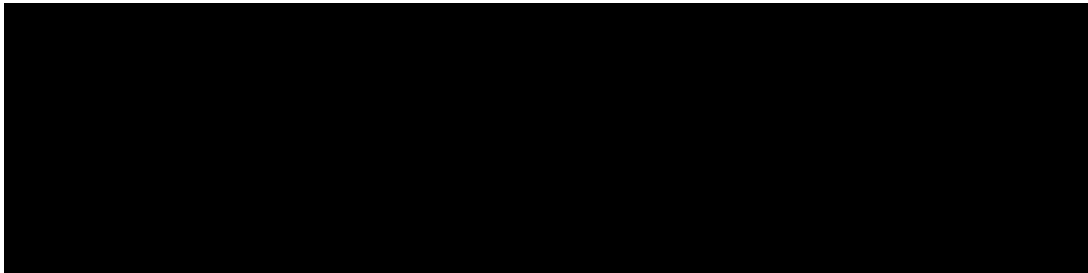
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE
PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

Confidential



For: **OTE, a.s. ("OTE")**

For: **OTE, a.s. ("OTE")**



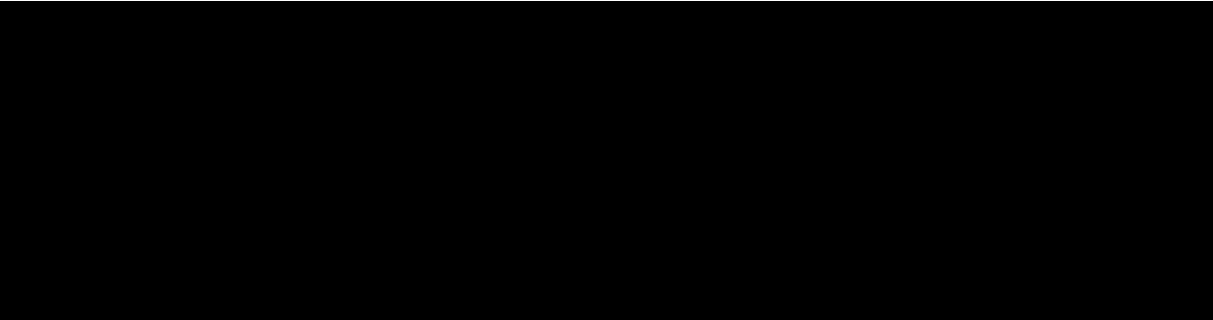
MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE
PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

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For: **SONI Limited ("SONI")**

For: **SONI Limited ("SONI")**

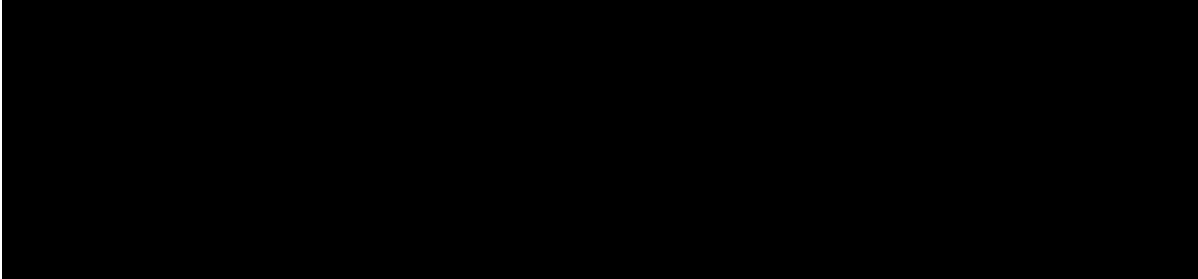


MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE
PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

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For: **Towarowa Giełda Energii S.A. ("TGE")** For: **Towarowa Giełda Energii S.A. ("TGE")**



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Annex 1: Organizational Principles

a. Involved decision making bodies or taskforces

The Procuring Party shall involve the Mandating Parties in the preparation of any document required for or in the context of the Procurement or for any decision to be taken towards the candidates, via the following decision-making bodies or taskforces:

Body/entity	Tasks and responsibilities
<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

b. Deliverables

Deliverables	Responsible
<p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p>

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Annex 2. PRINCIPLES OF SIMULATION FACILITY (SF) CO-OWNERSHIP

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MANDATE AGREEMENT BETWEEN THE SDAC AND SIDC/IDA PARTIES WITH RESPECT TO THE
PROCUREMENT OF A SERVICE PROVIDER FOR A SIMULATION FACILITY

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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