

APPENDIX A
MODEL ELECTRICAL POWER SALE AGREEMENT
No. XXXX

This Electrical Power Sale Agreement is entered into in accordance with the General Terms of Sale of **XX/XX/XXXX**

between

ELECTRICITE DE FRANCE, a joint-stock company (*société anonyme*) with share capital of €2,084,809,296.50 that is registered with the Paris Trade and Companies Register under number 552 081 317, has its registered office at 22-30 avenue de Wagram, Paris 8th, and is represented by **XXX**, duly authorized for the purposes hereof,

as Seller,

and

"Company"

as Purchaser.

This Electrical Power Sale Agreement is inseparable from the General Terms of Sale ("GTS") and the Appendices thereto in effect on the effective date of this Agreement.

The articles below supplement or modify the corresponding articles of the General Terms of Sale. The articles of the General Terms of Sale that are not amended in this Electrical Power Sale Agreement remain in full force and effect.

Terms that are defined in the General Terms of Sale must be given the same meanings when used in an Electrical Power Sale Agreement.

Article 1 PURPOSE AND SUBJECT MATTER

The purpose of the Electrical Power Sale Agreement is to set forth the terms for the sale of electrical energy following the Call for Tenders of XX/XX/XX for the following volumes:

| Transaction Identification Code (REMIT) | Product | Price (€/MWh) | Delivery Start Date | Delivery End Date | Volume Awarded (MW) | Transaction Timestamp |
|--|---------|---------------|---------------------|-------------------|---------------------|-----------------------|
| | | | | | | |
| | | | | | | |

Article 2 - REMIT

If the Electrical Power Sale Agreement must be reported to ACER for any or all of the Bids it covers, the characteristics of which are described in the table below, the following ACER identification codes must be used:

- EDF's ACER code: A0000383L.FR
- Purchaser's ACER code: "Purchaser's ACER Code"

The identification code of each sale Bid to be used for such report is indicated in the above table.

For all Bids shown in the above table, delivery must be made in base load in quarter-hour units, and the delivery zone is France.

Article 3 - TAXES

In accordance with Article 7 of the General Terms of Sale, EDF prepares invoices using the information contained in Appendix 1 of this Agreement.

Article 4 - EFFECTIVE DATE

This Electrical Power Sale Agreement will take effect on the notification date provided for in Article 6.1 of the Call for Tenders Regulation.

Done in 2 originals in Paris on _____

Signed by

Electricité de France SA

Name:

Title:

Date:

Signed by

"Company"

Name:

Title:

Date:

APPENDIX 1
REPRESENTATION OF THE PURCHASER'S TAX SITUATION, AS PROVIDED IN ARTICLE 7 OF THE
GENERAL TERMS OF SALE

Unless provided otherwise, the representations in the table below apply to all the Bids covered by the Electrical Power Sale Agreement. If the representation must be amended, the Purchaser will inform Electricité de France at least five (5) business days before the call for tenders.

| | |
|--|--|
| Value Added Tax | <p>The Purchaser is:</p> <p><input type="checkbox"/> Taxpayer-reseller (taxpayer the primary business of which, as regards the purchase of gas or electrical energy, consists of reselling these products, its own use of which is negligible). Its intracommunity VAT number and the location of the establishment that will acquire the electrical energy are as follows:</p> <p>.....</p> <p><input type="checkbox"/> Consumes or uses electrical energy</p> <p style="margin-left: 40px;"><input type="radio"/> In France</p> <p style="margin-left: 40px;"><input type="radio"/> Outside France</p> |
| Taxes due in the event of end use of electrical energy | <p>The Purchaser:</p> <p><input type="checkbox"/> Is not a consumer or an end user of the electrical energy delivered to it pursuant to the Electrical Power Sale Agreement; or</p> <p>Has the status of intermediary or any other status defined by applicable tax law; or</p> <p>Resells the delivered electrical energy or transmits it out of the country in which the Delivery Point is located;</p> <p><input type="checkbox"/> Is a consumer or an end user of the electrical energy delivered to it pursuant to the Electrical Power Sale Agreement, and the electrical energy is consumed in <i>[indicate the country in which the electrical energy is consumed or used by the Purchaser]</i></p> <p><input type="checkbox"/> Is the Transmission System Operator or a Distribution Network Operator and its purchases are designed to offset the losses inherent in electrical energy transmission and distribution operations.</p> |

APPENDIX 2 HOW THE FINANCIAL GUARANTEE IS CALCULATED

If the Purchaser received a Gross Credit Limit from EDF, EDF will calculate the Purchaser's Net Credit Limit before each Call for Tenders.

At each Call for Tenders, EDF will deduct from the Purchaser's Gross Credit Limit the amounts the Purchaser will need to cover its obligations under its Electrical Power Sale Agreements (EPSAs) that have not expired at the time of the Call for Tenders.

For example:

$$\text{Net Credit Limit} = \text{Gross Credit Limit} - \sum \text{guarantees pursuant to the unexpired EPSAs}$$

where: Guarantee pursuant to the unexpired EPSAs = Market value of the Agreements and Exposure Margin + Settlement Risk

Where: Market Value of the Agreements and Marginal Exposure

Q_P = number of hours in the period remaining to deliver +

Settlement Risk = $\{Q_{PI} * 50 \text{ days} * 24 \text{ hours} * P_P\}$

Market Value of the Agreements and Marginal Exposure

$$= \text{Max} \left[\sum_P \{Q_P * \text{number of hours of the remaining delivery period} * (P_P - P_i + \alpha * P_i)\}; 0 \right]$$

$$\text{Settlement Risk} = \sum_{PI} \{Q_{PI} * 50 \text{ days} * 24 \text{ hours} * P_P\}$$

Where:

- P = Future subject to an EPSA;
- PI = Future subject to an EPSA, delivery in progress;
- Q_P = Power in MW contracted for for each future subject to the EPSA;
- Q_{PI} = Power in MW contracted for, with delivery in progress for each future subject to the EPSA;
- P_P = Price contracted for for each future subject to the EPSA;
- P_i =
 - For futures currently being quoted, P_i = the closing price, on the last Business quoted Day preceding the calculation date, of the French future quoted on EEX Power Futures;
 - For futures not quoted by EEX France, P_i = the closing price, on the last Business quoted Day preceding the calculation date, of the French future quoted on EEX Power Futures for the nearest year (year j) preceding the delivery year + the price spread between the delivery year and year j, observed on EEX Power Derivatives for the German market on the last Business quoted Day preceding the calculation date.
 - For futures currently being delivered, P_i = the average closing price, on the last Business quoted Day preceding the calculation date, of the French futures quoted on EEX Power Futures, weighted for the unexpired delivery periods of the Electrical Power Sale Agreement;
- i = calculation date;
- α = Marginal Exposure factor. It represents the variation in the market marginal price at risk during the minimum termination period of the Agreements. It is a function of past market price volatility and is specific to each future. It is equal to 0 for the futures hedged by the Settlement Risk. EDF informs the relevant counterparties of it by email at every update;
- The number of hours is corrected by the legal time change, as defined by decrees.

At all times, the Purchaser's Financial Guarantee must cover the entire Market Value of the Electrical Power Sale Agreements and the Marginal Exposure with a maturity of at least two (2) months. The Market Value of the Contracts and the Marginal Exposure are calculated up to a daily basis. No later than one (1) month before delivery under each Electrical Power Sale Contract begins, the Financial Guarantee must also cover Settlement Risk with a maturity equal to at least that of the future plus one (1) month.

- If the *Net Credit Limit* < 0, the Purchaser must provide an additional guarantee so that this Limit has a positive value.
- If the *Net Credit Limit* = 0, the Purchaser is not required to provide an additional guarantee, but it may not participate in the next Call for Tenders.
- Lastly, if the *Net Credit Limit* > 0, the Purchaser may participate in the next Call for Tenders only if the Net Credit Limit is sufficient to cover the additional obligations assumed under any new Electrical Power Sale Agreements.

To forestall any interruption in the guarantee and thus a suspension of the Purchaser, two (2) months before delivery of each Agreement, EDF will request an update of the Financial Guarantee including Settlement Risk.

Any such additional guarantee must be provided no later than one (1) month before a delivery period begins or the Purchaser will be deemed to be in Default as provided in Article 17 of the General Terms of Sale, and EDF may suspend delivery.