



**GENERAL TERMS OF SALE FOR ELECTRICAL POWER FUTURES OFFERED BY EDF
EXPIRING IN YEAR Y+4 AND Y+5**

27/05/2024

Contents

1	RECITALS	3
2	PURPOSE	3
3	DEFINITIONS	3
4	SCOPE AND TERM	7
5	CONTRACTUAL DOCUMENTS	7
6	REPRESENTATION AND DOMICILE OF PARTIES	8
7	PRICE	9
7.1	Fixed prices	9
7.2	Value Added Tax	9
7.3	Other taxes	10
8	INVOICING	12
8.1	Invoices	12
8.2	Disputing an invoice	12
9	PAYMENT	13
9.1	Deadlines	13
9.2	Late payment	13
10	DELIVERY	13
10.1	Delivery schedule	14
10.2	Delivery terms	14
10.3	Delivery problems	14
11	FINANCIAL GUARANTEE	16
12	LIABILITY	17
13	FORCE MAJEURE	17
13.1	Force majeure events	17
13.2	Obligation to inform the other Party	18
13.3	Exemption from contractual obligations	18
13.4	Termination if the force majeure event persists	18
14	ASSIGNMENT OF AGREEMENTS	18
14.1	Assignment of an Electrical Power Sale Agreement by the Purchaser	18
14.2	Assignment of an Electrical Power Sale Agreement by the EDF	19
15	FORM OF NOTICE AND COMMUNICATION	19
16	NON-DISCLOSURE - REMIT	19
16.1	General provisions	19
16.2	Exceptions	20
16.3	REMIT	20
17	SUSPENSION - TERMINATION	21
17.1	Event of Default	21
17.2	Suspension	21



1 RECITALS

In view of the need for visibility amongst the electricity market participants, EDF plans to sell part of its future production with delivery dates further in the future than those for which there is currently significant liquidity in France.

EDF has therefore decided, as an experiment, to offer for sale annual base load power, for delivery in year Y+4 and Y+5, through calls for tenders (hereinafter the “**Calls for Tenders**”) organized during year Y.

The Purchaser wishes to participate in one or more Calls for Tenders held by EDF in this respect.

EDF has prequalified the Purchaser according to the criteria set forth in the Call for Tenders Regulation, in particular given the Purchaser’s representations of commitment and its warranties concerning:

- its ability to assume responsibility for the deliveries of volumes in connection with the Calls for Tenders, in accordance with Article 10; and
- its financial capacity to ensure performance of its obligations under the Electrical Power Sale Agreement(s) to which it is a party.

It is specified that such representations and warranties will be deemed repeated whenever the Purchaser enters into an Electrical Power Sale Agreement.

2 PURPOSE

The purpose of these General Terms of Sale is to set out the technical, commercial, financial, and legal terms governing the various Electrical Power Sale Agreements entered into between EDF and the Purchasers.

The Electrical Power Sale Agreements will conform to the model set forth in Appendix A of these General Terms of Sale.

3 DEFINITIONS

Terms spelled with a capital letter in these General Terms of Sale have the meanings given them below or in the Call for Tenders Regulation.

ACER	Agency for the Cooperation of Energy Regulators.
Purchaser	<p>Means the legal entity prequalified by EDF to respond to a Call for Tenders and that may therefore be awarded one or more Electrical Power Sale Agreements.</p> <p>It is referred to as the “Prequalified Purchaser” in the Call for Tenders Regulation.</p> <p>It is specified that, without prejudice to what is provided herein, the term “Purchaser” in Article 6.1 of the Call for Tenders Regulation means the Prequalified Purchaser that was allocated volumes as a result of the Call for Tenders.</p>
Year	Means the calendar year.
Appendix/Appendices	Means, as applicable, an appendix or the appendices to the General Terms of Sale.
Call(s) for Tenders	Means the offer for sale of a quantity of electrical energy for one or more specific delivery periods, through electronic auctions held by EDF.
Electrical Power Sale Agreement	Means the agreement formalizing the sale of electrical energy entered into following a call for bids and specifying, for each product, the price and the volume in MW allocated to the Purchaser.
General Terms of Sale	Means these General Terms of Sale.
Payment Deadline	Means the tenth (10th) Business Day of the month following physical delivery of the electrical energy.
Imbalance	Means, as defined in the Rules, the difference between the total quantities of energy injected into and the total quantities of energy withdrawn from a Balance Responsible Perimeter.
EDF	Means Electricité de France as defined in the preamble of the Electrical Power Sale Agreement.
Event Affecting a Financial Guarantee	<p>Means:</p> <ul style="list-style-type: none"> - the Purchaser or any Guarantor no longer has an Approved Credit Rating; - a Guarantee is no longer in effect for the total amount provided for in the Guarantee, or the amount of the Guarantee is lower than the amount to be covered under the Electrical Power Sale Agreements; - a demand made by EDF pursuant to a Guarantee is not fully satisfied on first demand;

	<p>- any of the representations or warranties made by the Guarantor in the Guarantee ceases to be true;</p> <p>- EDF, for legitimate, real, and serious reasons, deems that the Purchaser's or Guarantor's financial position has deteriorated to the extent that the Purchaser or Guarantor may lose its Approved Credit Rating (in particular, in the case of placement under watch by a rating agency, which may lead to the Purchaser's or Guarantor's loss of an Approved Credit Rating).</p>
Guarantor	Means the issuer of a Financial Guarantee for the Purchaser's benefit.
Guarantee/Financial Guarantee	Means an Approved Financial Guarantee or an Affiliate Guarantee, as those two terms are defined in the Call for Tenders Regulation.
Distribution Network Operator	Means the distribution network operator(s) as defined in Article 2(29) of Directive (EU) 2019/44 of the European Parliament and of the Council of June 5, 2019, on common rules for the internal market for electricity and as designated in accordance with Article 30 of that Directive.
Transmission System Operator	Means the transmission system operator as defined in Article 2(35) of Directive (EU) 2019/44 of the European Parliament and of the Council of June 5, 2019, on common rules for the internal market for electricity and as certified, approved, and designated in accordance with Article 52 of that Directive.
System Operator	Means a Distribution Network Operator or the Transmission System Operator
Hour or H	<p>Means the period of sixty (60) minutes based on French legal time and, for any hour X, beginning at X:00:00, and ending at X:59:59.</p> <p>For example, for a Call for Tenders ending at 10:00 a.m., the Bids will be admissible until 9:59:59.</p>
Day or D	Means the period of twenty-four (24) Hours beginning at 00:00:00 and ending at 11:59:59 p.m. The days when the legal time changes, as defined in orders published in France's Official Journal (<i>Journal Officiel de la République française</i>), have either 23 Hours or 25 Hours.
Business Day	Means all the days of the week except Saturday, Sunday, and holidays as defined in Article L 3133-1 of the French Labor Code.
MWh/MW	Means megawatt hour/megawatt.

Month or M	Means the period beginning on the first Day of the calendar month at twelve a.m. (00:00:00) and ending on the last day of the calendar month at eleven fifty-nine fifty-nine p.m. (11:59:59).
Party	Means the Purchaser or EDF.
Parties	Means the Purchaser and EDF together.
Balance Responsible Perimeter	Means all of the extraction and injection data, the difference between which constitutes the subsequently observed Imbalance of the Balance Responsible Party. Those data are taken from the Balance Responsible Party's attachment statements, in accordance with the Rules.
Delivery point	Means the Public Transmission System.
Block Exchange Scheduling or BES	Means the statement filed with RTE, by EDF and (i) the Purchaser when the Purchaser is not the Transmission System Operator, or (ii) the Purchaser's Balance Responsible Party, making it possible to determine that the Blocks are extracted from EDF's Balance Responsible Perimeter and injected into that of the Purchaser or its Balance Responsible Party.
Block Exchange Schedule	Means the schedule(s) nominated to RTE by each Balance Responsible Party within the meaning of the Rules.
EEX	Means European Energy Exchange AG, a power exchange on which, in particular, "French Power Futures" are traded.
Call for Tenders Regulation	Means the terms in effect at the time the Call for Tenders is held and based on which the Electrical Power Sale Agreement was entered into.
Rules	Means the Rules on Scheduling, the Balancing Mechanism, and the Balance Responsible Party System, as published on the RTE's website.
Public Transmission System or PTS	Means the Public Transmission System for electricity defined, in particular, in the PTS specifications attached to the amendment to the Concession Agreement of November 27, 1958, between the French government and RTE, October 30, 2008.
Balance Responsible Party or BRP	Means any legal entity that has entered into a participation agreement with RTE for the capacity of Balance Responsible Party, pursuant to which the signatories must

	compensate each other financially for Imbalances subsequently observed in the Balance Responsible Perimeter.
RTE	Means Réseau de Transport d'Electricité, the joint-stock company (<i>société anonyme</i>) that manages the French PTS and carries out its duties in accordance, in particular, with articles L.321-6 <i>et seq.</i> of the French Energy Code.
REMIT	"Regulation on Wholesale Energy Market Integrity and Transparency" (Regulation (EU) No. 1227/2011 of October 25, 2011, on wholesale energy market integrity and transparency, supplemented by implementing regulation 1348/2014 of December 17, 2014).
Termination Balance	Has the meaning given to it in Article 17.3.
VAT	Means Value Added Tax.

4 SCOPE AND TERM

The General Terms of Sale and the Appendices to them apply to the bids that are tendered, and all the Electrical Power Sale Agreements entered into between EDF and the Purchasers, in connection with a Call for Tenders, for the term set forth in each Electrical Power Sale Agreement.

The General Terms of Sale and the Appendices to them may be modified at any time as of right by EDF. The General Terms of Sale are available and updated on EDF's website.

The Electrical Power Sale Agreements are governed by the General Terms of Sale in effect on the day such Agreements are entered into.

5 CONTRACTUAL DOCUMENTS

The contractual documents are the following:

- The Electrical Power Sale Agreement entered into between the Parties;
- These General Terms of Sale and the Appendices thereto, duly completed and signed; and
- The Call for Tenders Regulation and the Appendices thereto, duly completed and signed.

In the event of a conflict or discrepancy between or among the contractual documents, each such document above will prevail over the document(s) listed below it.

By signing the Electrical Power Sale Agreement, the Purchaser acknowledges that it is in possession of all the contractual documents and has thorough knowledge of them. The contractual documents express the entire agreement between the Purchaser and EDF.



6 REPRESENTATION AND DOMICILE OF PARTIES

For the Purchaser, all of the contact details of its contacts and the individuals authorized to enter into the Electrical Power Sale Agreement have been indicated in the Prequalification File.

For EDF, the first and last names, signatures, and capacities of the individuals duly authorized to sign the Electrical Power Sale Agreements and to monitor the Block Exchange Schedule terms, as well as invoicing, are indicated in Appendix B hereto.

If any of this information changes, the Parties must inform each other in writing within ten (10) Business Days.

Personal Data

Pursuant to Regulation (EU) 2016/679 of April 27, 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the “**GDPR**”), EDF and its providers will use the Personal Data of the Purchaser’s authorized representatives (the “**Authorized Representatives**”) for the operations related to offering futures for sale through calls for tenders. Such data will be retained during performance of the Electrical Power Sale Agreement and for six months after performance ends under the last such Electrical Power Sale Agreement entered into with EDF, or six months after the request to withdraw if no such Electrical Power Sale Agreement has been signed.

The Personal Data needed for this processing are the identification data and, where applicable, the corporate registration (*Kbis*) extract.

In accordance with the GDPR, the Authorized Representatives have a right of access, correction, objection to processing, and erasure, which they may exercise by written request to:

EDF SA – DOAAT – Clients & Marchés
1, Place Pleyel
Cap Ampère – Les Patios
93282 Saint Denis Cedex France

If the Purchaser asks to withdraw from the call-for-tenders system, the Personal Data of the Authorized Persons will be purged from EDF’s and its providers’ databases within six months from the end of performance of the last Electrical Power Sale Agreement entered into with EDF, or six months after the request to withdraw if no contract has been entered into.

For any questions about the processing of your data, you may contact the Data Protection Officer (DPO) appointed by EDF SA by email at informatique-et- or by ordinary mail at: Délégué à la Protection des Données (DPO) EDF - Direction des Systèmes d’Information Groupe Mission Informatique et Libertés Tour PB6, 20 place de la Défense 92,050 Paris La Défense CEDEX.



In addition, Authorized Representatives may at any time file a complaint with the CNIL [French IT and civil liberties commission] concerning EDF's collection and processing of their Personal Data.

7 PRICE

7.1 Fixed prices

Prices are stated in the Electrical Power Sale Agreement in euros, exclusive of tax, and shall not vary.

The Parties expressly agree that price fluctuations on the electricity market will never be deemed changed circumstances within the meaning of Article 1195 of the French Civil Code. The Parties assume the risk of such fluctuations.

Any modification, change in the rate or amount, elimination, or creation of a tax, levy, duty, or contribution of any kind owed for the sale of electrical energy will immediately be passed on by increasing or decreasing the invoice.

In general, the Parties will cooperate in good faith to implement the tax rules that apply to the transactions carried out pursuant to the Electrical Power Sale Agreement, and in particular, they assume an obligation to each other to take any action required (and in particular to provide any relevant documents and any assistance that may reasonably be required by the competent tax authority) to ensure that such transactions are tax-exempt or benefit from a tax reduction or any other favorable measure provided for by applicable tax law.

7.2 Value Added Tax

The VAT applicable to each transaction under the Electrical Power Sale Agreement will be determined in accordance with territorial VAT rules. If VAT is due on these amounts, the Purchaser must pay an additional amount to EDF equal to the VAT at the applicable rate, provided that EDF provides the Purchaser with an invoice that complies with territorial VAT rules and indicates the amount of VAT.

For the purpose of applying VAT rules, the Parties make the following representations:

7.2.1 EDF's representations

EDF represents to the Purchaser that the establishment delivering the electrical energy as provided in the Electrical Power Sale Agreement, as well as its intracommunity VAT number, are as follows:

Direction Optimisation Amont Aval Trading EDF
Centre Opérationnel Production & Marchés
Cap Ampère
1 Place Pleyel
93282 Saint Denis



EDF's VAT No. = FR 03552081317

EDF represents to the Purchaser that the above establishment constitutes the site where it has headquartered its economic activity for VAT purposes.

7.2.2 Purchaser's Representations

In Appendix 1 of each Electrical Power Sale Agreement, the Purchaser must check the appropriate box and, where applicable, provide the requested information.

The Purchaser represents, solely for VAT purposes, that in connection with its purchases of electrical energy:

- it is a taxpayer-reseller (taxpayer of which the primary business, as regards the purchase of gas or electrical energy, consists of reselling these products, and 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:

Purchaser's VAT No.: *(to be completed by the Purchaser)*

Establishment location: *(complete address)*

The Purchaser represents to EDF that this establishment is the headquarters of the business activity for which the electrical energy is being purchased.

- OR it is not a taxpayer-reseller and it consumes or uses the electrical energy
 - In France
 - Outside France *(cross out the incorrect option)*

7.2.3 VAT-related obligations

Each Party must inform the other Party of any change that affects the accuracy or validity of the representation made in articles 7.2.1 or 7.2.2 within fifteen (15) days of such change.

If a Party has made an incorrect or incomplete representation or has not complied with the above obligation, it must, at the other Party's request, indemnify that other Party for any VAT debt (as well as any related costs or penalties) assigned to it due to the electricity provided pursuant to the Electrical Power Sale Agreements.

7.3 Other taxes

All amounts in the Electrical Power Sale Agreement are stated exclusive of all indirect taxes other than VAT (in particular but not only, all taxes on goods and services, consumption taxes, and energy taxes). How the sales provided for in the Electrical Power Sale Agreements will be treated in light of such other indirect taxes will be determined in accordance with the applicable provisions in the country where such sales are taxable. If EDF is required to collect any such indirect taxes on the amounts owed by the Purchaser, the Purchaser will pay an additional amount to EDF equal to the tax owed, provided EDF supplies the Purchaser with a relevant document (existing pursuant to applicable law) related to such tax.



7.3.1 Taxes owed in the event of end use of the electrical energy

In each Electrical Power Sale Agreement, the Purchaser must check the appropriate box and, where applicable, provide the requested information.

For the sole purpose of the taxes owed in the event of end use of the electrical energy, the Purchaser represents to EDF (a model statement is provided in Appendix 1 to the Electrical Power Sale Agreement), that:

- It is not a consumer or an end user of the electrical energy delivered to it pursuant to the Electrical Power Sale Agreement;
- It has the status of intermediary or any other status defined by applicable tax law; The delivered electrical energy will be transmitted out of the country in which the Delivery Point is located, or resold;
- It is a consumer or an end user of the electrical energy delivered to it pursuant to the Electrical Power Sale Agreement and such electricity is used in (*name of the country in which the electricity is consumed or used by the Purchaser*); or
- It is a public electricity transmission system or distribution network operator and its purchases are designed to offset the losses inherent in the electricity transmission and distribution operations.

The Purchaser must duly sign and return the above statement with the Electrical Power Sale Agreement.

7.3.2 Exemption certificates

If the Purchaser intends to consume or use any or all of the electrical energy supplied under the Electrical Power Sale Agreement, it must provide EDF, at its request and where required by applicable law, with a valid certificate proving that the consumption site in question is exempt from taxes on the end use of electrical energy.

If such a certificate is not provided and/or if EDF was not reasonably able to approve it at the time of invoicing and EDF therefore owes a tax on the end use of the electrical energy, EDF will invoice the Purchaser, which must pay EDF, an additional amount equal to the tax applicable to the corresponding electrical energy delivery, at the rate applicable to the delivery.

If, within the legal time period, the Purchaser provides EDF with a valid exemption certificate after the tax due for end use of the electrical energy has been invoiced, EDF will refund the amount of such tax to the Purchaser once EDF has recovered such tax.

7.3.3 Indemnification

If a Party does not comply with the obligations set forth in Articles 7.3.1 and 7.3.2, it must indemnify the other Party for any debt related to the tax due on end use of the electrical energy (including any related costs or penalties) that such other Party may have paid for the electrical energy supplied pursuant to the Electrical Power Sale Agreement.



8 INVOICING

8.1 Invoices

Every delivery month **m**, EDF will prepare an invoice including, for each product delivered under the Electrical Power Sale Agreement “**i**,” an amount “**M_{i,m}**,” for the electrical energy delivered in month **m**, expressed in euros and determined as follows:

$$M_{i,m} = Q_{i,m} \times H_m \times P_i$$

Where

- **Q_{i,m}** = quantity as indicated in the Electrical Power Sale Agreement in month **m** for all products **i** delivered in month **m**, expressed in MW
- **H_m** = number of delivery hours in month **m**
- **P_i** = price of product **i** as indicated in the Electrical Power Sale Agreement, expressed in €/MWh

Invoices will be issued no later than the fifth (5th) Business Day of the month following the month of delivery. Any other amounts due will be invoiced separately.

8.2 Disputing an invoice

If in good faith the Purchaser disputes any amount that appears in the monthly invoice and must be paid to EDF:

- i. It must pay the full amount of the invoice, including the disputed amounts, no later than the Payment Deadline;
- ii. It must give EDF notice by registered letter with return receipt requested of the disputed amount and the duly supported reasons for the dispute;
- iii. EDF will, at the Purchaser’s request, provide the supporting documents related to the disputed amount;
- iv. The Parties will try to resolve the dispute out of court.

Any refund of any or all of a disputed amount rendered payable as a result of the dispute resolution procedure will be the subject of a credit note and a corrective invoice. The refund will be made in the form of an amount to be deducted from the payment of the first invoice issued after the out-of-court resolution of the dispute, or the second invoice if the dispute is resolved after the fifth (5th) of the month. If no further payments are to be made, the refund will be made by wire transfer, with no fees for the Purchaser, to the account specified by the Purchaser.

If the Parties are unable to resolve the dispute out of court within 30 Days of EDF’s receipt of the Purchaser’s notice, either Party may file an action with the competent court.



9 PAYMENT

9.1 *Deadlines*

The Purchaser must pay EDF all of the amounts due under the Electrical Power Sale Agreement and/or the General Terms of Sale by the Payment Deadline.

Payment must be made in euros, to the account specified by EDF, by wire transfer (or direct debit if such a system has been set up) with no fees for the Purchaser.

EDF must pay the Purchaser the amounts EDF may owe it under these General Terms of Sale by the Payment Deadline. It is specified that payment of a positive Termination Balance may be made only after full payment of the delivery made by EDF, as provided in Article 17.3 of the General Terms of Sale.

Payment must be made in euros by wire transfer, with no fees for the Purchaser, to the account specified by the Purchaser in the Prequalification File.

9.2 *Late payment*

If full payment is not made by the date provided for, the amounts still owed by a Party pursuant to the Electrical Power Sale Agreement will, with no need for prior notice or a reminder, be increased as of right by penalty interest equal to the interest rate applied by the European Central Bank for its most recent refinancing operation and in effect on the day the payment was due, increased by ten (10) percentage points. Such penalty interest will be calculated and payable from the first Business Day following the Payment Deadline until and including the date the outstanding amounts are paid.

The late payment penalty interest is calculated on the amounts due excluding tax, according to the following formula:

$$\text{Amounts due excluding tax} \times (\text{ECB key rate} + 10\%) \times (\text{number of Days late}/365).$$

The late penalty interest owed by the Purchaser will be paid on presentation of an invoice issued by EDF.

In addition, in accordance with Article L.441-10 of the French Commercial Code, lump-sum compensation, set at €40 by decree no. 2012-1115 of October 2, 2012, will be added as of right to each invoice that is not paid on time in order to cover collection costs. If EDF should have to pay collection costs of more than that amount, it may ask the Purchaser for additional compensation, on presentation of supporting documents.

Pursuant to Article 256 of the French General Tax Code, late-payment interest and the €40 compensation for collection fees are not subject to VAT.

10 DELIVERY

Deliveries are made in accordance with Section 2 of the Rules.



If the Purchaser changes its Balance Responsible Party, it must inform EDF of any change of attachment within ten (10) Business Days, and no later than seven (7) Days before this change becomes effective. If the Purchaser is no longer able to receive the physical deliveries, in particular if it did not notify EDF of a change of Balance Responsible Party as provided above, it will be fully liable for its Imbalances in accordance with Article L321-15 of the French Energy Code.

If the Purchaser is not the Transmission System Operator participating in Calls for Tenders to purchase electrical energy to offset its losses, EDF will have no obligation to deliver such energy until it has received confirmation from the Purchaser of the identification number of its Balance Responsible Party or designated Balance Responsible Party agreement, as well as validation of that number by RTE. In any event, deliveries may not be made unless the Rules are complied with.

In the event of a technical problem with the electronic data exchange between EDF and the Purchaser, data will be exchanged by fax.

In the event of Purchaser Default leading to electrical energy not being delivered, Article 17.2 will apply.

10.1 Delivery schedule

The delivery schedule corresponds to the supply of the volume provided for in the Electrical Power Sale Agreements (the “**Delivery Schedule**”).

10.2 Delivery terms

Delivery pursuant to an Electrical Power Sale Agreement must comply with Section 2 of the Rules.

Every year, no later than two months before the first day of the delivery period, EDF will inform each Purchaser and, where applicable, the designated Balance Responsible Parties, of the volumes to be delivered the following year.

If the Purchaser is not the Transmission System Operator participating to offset its losses, delivery will be made solely through a BES, in accordance with the block exchange service mechanism provided for in the Rules. The entry into force of new RTE Rules related to the BES will automatically modify these General Terms of Service. The modification will apply on the date the new Rules enter into force.

The electrical energy purchased by the Purchaser must therefore be part of the blocks indicated to RTE by the Purchaser’s Balance Responsible Party, in accordance with the Balance Responsible Party system provided for in the Rules.

Pursuant to Article 17 of the General Terms of Sale, if the Electrical Power Sale Agreement is suspended or terminated, the Delivery Schedule will be suspended or cancelled and EDF will inform the Purchaser, and its Balance Responsible Party where applicable, on the day after the suspension or cancellation, that it will not deliver the volumes of electrical energy remaining to be delivered under the thus cancelled Delivery Schedule.

10.3 Delivery problems

If the Purchaser is not the Transmission System Operator participating to offset its losses, in the event the Block Exchange Schedules of which EDF and the Purchaser’s Balance Responsible Party informed RTE do not match, RTE’s data will prevail.

If the Purchaser is the Transmission System Operator participating to offset its losses, power must be delivered without recourse to block exchange notification. The electrical energy it purchases will be deemed effectively delivered during the delivery period in accordance with the Delivery Schedule. Therefore, in accordance with the Rules, such energy will be counted with extractions when calculating



the Imbalance of the EDF Balance Responsible Party.

Any costs generated by non-matching Block Exchange Schedules will be distributed as provided below.

In all events, if a Rule change renders the terms below inoperative for the distribution of indemnification in the event of an error, the Party that caused the error must indemnify the other Party for the consequences of the Imbalances.

An invoice or a credit note will be issued for any indemnification, as provided in articles 8 and 9 of the General Terms of Sale.

10.3.1 Simultaneous error of both Parties

If EDF and the Purchaser commit an error simultaneously, they will meet to negotiate the resulting cost distribution key in good faith.

10.3.2 Error of one Party

10.3.2.1 EDF error:

If, on one or more Quarter-Hour Units, EDF nominated to RTE a Block Exchange Schedule for more volumes (in MW) than are to be scheduled under the Electrical Power Sale Agreement, no indemnification will be owed between EDF and the Purchaser.

If, on such Quarter-Hour Unit(s), EDF nominated to RTE a Block Exchange Schedule for fewer volumes (in MW) than are to be scheduled under the Electrical Power Sale Agreement, or in the absence of any nomination or if the nomination direction was reversed, EDF will indemnify the Purchaser. The indemnification will equal the product of:

- the power resulting from the difference between the Block Exchange Schedule used by RTE and the volumes (in MW) to be scheduled under the Electrical Power Sale Agreement, times
- the price of the negative spreads published by RTE, if that price is positive.

10.3.2.2 Error by the Purchaser or its Balance Responsible Party

If, on one or more Quarter-Hour Units, the Purchaser or its Balance Responsible Party nominated to RTE a Block Exchange Schedule for fewer volumes (in MW) than are to be scheduled under the Electrical Power Sale Agreement, the Purchaser will indemnify EDF. The indemnification will equal the product of:

- the electrical energy resulting from the difference between the Block Exchange Schedule used by RTE and the volumes (in MW) to be scheduled under the Electrical Power Sale Agreement, times
- the price of the positive spreads published by RTE, if that price is negative.

11 FINANCIAL GUARANTEE

The Purchaser will, where applicable, deliver to EDF and maintain in effect continuously throughout the term of the Electrical Power Sale Agreement(s), a Financial Guarantee, as defined in the Call for Tenders Regulation, that:

- To hedge settlement risk, as defined in Appendix 2 of the model Electrical Power Sale Agreement:
 - o Is valid at least throughout performance of the Electrical Power Sale Agreements in progress (i.e., until the Delivery end dates of the Electrical Power Sale Agreements that have a maturity of more than one month), and is
 - o For an amount greater than or equal to the last guarantee amount of which EDF gave the Purchaser notice pursuant to the Call for Tenders Regulation;
- To hedge the market value and marginal exposure of the Agreements entered into, as defined in Appendix 2 of the model Electrical Power Sale Agreement:
 - o Is valid at all times, with a maturity equal to at least two (2) months, and is
 - o For an amount greater than or equal to the last guarantee amount of which EDF gave the Purchaser notice pursuant to the Call for Tenders Regulation;
- Which may be called on by EDF in the event of Purchaser Default, in particular non-payment of invoices related to delivered electrical energy, or non-payment of the negative Termination Balance of one or more Electrical Power Sale Agreements leading to cancellation of the Delivery Schedule provided for in such Electrical Power Sale Agreements,
- And which, in all events, must satisfy the criteria set forth in the Call for Tenders Regulation.

If an Event Affecting a Financial Guarantee occurs, EDF may require the Purchaser, after giving it notice, to provide EDF, within five (5) Business Days of such notice, with a new Guarantee that satisfies the criteria set forth in the Call for Tenders Regulation, in order to ensure the Purchaser's compliance with its obligations under this article.

Whenever suspension is provided for in the General Terms of Sale, the Purchaser's obligation to deliver a Guarantee will persist.



Any breach by the Purchaser of such obligation will constitute an Event of Default in accordance with Article 17.1 of the General Terms of Sale. If the Purchaser fails to deliver a satisfactory Financial Guarantee by the above deadline, EDF may commence the suspension or termination procedure set forth in Article 17. If the Purchaser does deliver a satisfactory Financial Guarantee by the above deadline, EDF will halt the suspension or termination procedure.

In all cases, the expiration date of all Guarantees is the date on which all of the Purchaser's debts and obligations under the Electrical Power Sale Agreement(s) have been extinguished.

12 LIABILITY

Each Party to the Electrical Power Sale Agreement is liable for the performance of its obligations under such Agreement, without prejudice to the indemnification provided for in Article 10 and the Termination Balance referred to in Article 17.3, which constitute full discharge and for which no additional indemnification may be sought by the injured Party.

Without prejudice to Article 16.3 of the General Terms of Sale, neither Party will be liable to the other for indirect or non-material losses, losses or non-performance caused by a third party, or an event constituting force majeure as defined in Article 13.

In all events, the Purchaser will indemnify EDF for any action brought against it by a third party for compensation of any harm suffered by such third party due to the performance of the Electrical Power Sale Agreement.

13 FORCE MAJEURE

13.1 Force majeure events

A force majeure event is any event (i) that is beyond the control of a Party; (ii) that could not reasonably be foreseen when the agreement was entered into; (iv) the effects of which cannot be avoided even by taking reasonable measures, and (v) prevents the performance of all or part of either Party's obligations under the Agreement. The Parties agree that the following events or situations will be deemed force majeure events even if they do not satisfy the statutory or case-law criteria for force majeure:

- a failure of RTE's communication or IT systems that prevents a Party from performing its delivery or acceptance obligations;
- the suspension by RTE of deliveries and acceptances throughout the entire PTS.

13.2 Obligation to inform the other Party

The Party invoking the force majeure event must inform the other Party within five calendar days of becoming aware of the event, indicating why the event qualifies as force majeure as defined in Article 13.1 hereof, the date the force majeure event began, its effects on performance of the affected Party's contractual obligations, the probable duration of the event, and the measures or actions taken by the affected Party to mitigate such effects and the foreseeable consequences of the event that are known on the date of notification.

The affected Party must also, for as long as such event lasts, keep the other Party regularly informed of the event's extent and probable duration. In addition, it must inform the other Party when it ceases to be affected by the force majeure event.

The Parties agree that they must confer as soon as possible in order to take all reasonably possible measures to continue performing the Agreement.

13.3 Exemption from contractual obligations

The Parties will not be liable for and have no obligation to compensate the losses suffered by either of them due to the partial or total non-performance or the defective performance of any or all of their contractual obligations when such non-performance or defective performance is the direct result of the occurrence of a force majeure event.

The Parties' contractual obligations in question, with the exception of their non-disclosure obligation, will therefore be suspended throughout the duration of the force majeure event.

13.4 Termination if the force majeure event persists

If a force majeure event persists for more than thirty (30) consecutive Business Days, either Party may terminate the Electrical Power Sale Agreements that may be affected by the force majeure event by sending a registered letter with return receipt requested, and the other Party shall have no right to indemnification.

Termination will take effect at the end of a period of eight (8) Business Days from the date such letter is received, as evidenced by the date indicated on the return receipt. A termination invoice will be issued as provided in Article 17.3 of the General Terms of Sale.

14 ASSIGNMENT OF AGREEMENTS

Except as provided in articles 14.1 and 14.2 hereof, neither Party may in any way assign or transfer its rights or obligations under any Electrical Power Sale Agreements to a third party.

14.1 Assignment of an Electrical Power Sale Agreement by the Purchaser

The Purchaser (in this case referred to as the "**Assignor**") may assign all or part of one or more Electrical Power Sale Agreements to any third party (the "**Assignee**") with EDF's prior written consent. It must pay any costs generated by such total or partial assignment.

EDF will consent to the Assignor's proposed assignment to the Assignee if the Assignor and the Assignee both satisfy all of the following conditions no later than thirty (30) Days before the date of the proposed assignment:

- The Assignee agrees to designate a Balance Responsible Party for the entire delivery period;



- The Assignee satisfies all of the criteria set forth in the Call for Tenders Regulation to be a Prequalified Purchaser and, where applicable, has all the Financial Guarantees required pursuant to its Electrical Power Sale Agreement(s);
- The Assignee and the Assignor have delivered to EDF a duly completed and signed agreement, a model of which is provided in Appendix C hereto, for the assignment of the Electrical Power Sale Agreements or part of the Electrical Power Sale Agreements in question.

In the case of a partial assignment of an Electrical Power Sale Agreement, all of the payment and delivery terms set forth in the assigned Electrical Power Sale Agreement will continue to apply between:

- EDF and the Assignor for the unassigned portion of the Electrical Power Sale Agreement, and
- EDF and the Assignee for the assigned portion of the Electrical Power Sale Agreement.

The assignment will be effective on the date indicated by EDF on the signed agreement for the assignment of an Electrical Power Sale Agreement, it being understood that EDF will sign such duly completed agreement as soon as reasonably possible after receipt.

On the effective date of the assignment of the Electrical Power Sale Agreement, the Assignee will assume and perform the responsibilities, duties, and obligations of the Assignor under the assigned Electrical Power Sale Agreement or the assigned portion of the Electrical Power Sale Agreement as if it had been bound by the Electrical Power Sale Agreement from the beginning.

14.2 Assignment of an Electrical Power Sale Agreement by the EDF

EDF may assign all of its rights and obligations under one or more Electrical Power Sale Agreements, provided it informs the Purchaser (no formal notice is required) and provided that this transfer complies with the laws and regulations in force relating to corruption in all forms, international sanctions, money laundering and the financing of terrorism, and that the transferee has at least the same credit rating as EDF. The Purchaser may not be required to pay any additional costs or fees. Such assignment will lead to a novation of the Electrical Power Sale Agreements as of right, by the substituting in of a new Party.

15 FORM OF NOTICE AND COMMUNICATION

The addresses for all communication between EDF and the Purchaser in performance of the Electrical Power Sale Agreement will be provided, and updated if necessary, by each Party sending a form that conforms to the models provided, for the Purchaser, in Appendix A to the Call for Tenders Regulation and, for EDF, in Appendix B to the General Terms of Sale.

Each Party will inform the other within ten (10) Business Days of any change in such information by letter, email, or fax with acknowledgement of receipt. The change thus communicated must be taken into account by the other Party within no more than seven (7) Business Days of receipt of the letter, email, or fax, as evidenced by the date on the return receipt of the letter or the acknowledgement of receipt of the fax.

All documents and correspondence must be written in French.

16 NON-DISCLOSURE - REMIT

16.1 General provisions



All the information exchanged between the Parties concerning the Calls for Tenders, the Bids tendered, and the awarding and performance of an Electrical Power Sale Agreement are confidential.

Without prejudice to any laws or regulations, the Party receiving confidential information may not use it other than to perform an Electrical Power Sale Agreement, and may not disclose it to a third party without the other Party's prior written consent.

The receiving Party must, in particular, take all necessary measures, including archiving, to ensure that the confidential information is protected, especially physically.

The Parties will take all necessary measures, in particular contractual measures, with their employees, subcontractors, and any other individuals or legal entities they appoint to participate in the Calls for Bids and Electrical Power Sale Agreements, to ensure they protect the confidentiality of the information they may have knowledge of in connection with performing such Agreements.

Each Party will notify the other Party in writing of any violation or presumed violation of the obligations arising under this article.

16.2 Exceptions

The non-disclosure obligations do not apply in the following cases:

- a) The receiving Party proves that the confidential information in question was already in its possession or available to the public when it was disclosed;
- b) The confidential information is transmitted to the banks, financial institutions, rating agencies, or other bodies agreed to between the Parties, solely for the purpose of obtaining the relevant Party's Financial Guarantee and provided that the bank, financial institution, or rating agency in question has undertaken to such Party to treat the confidential information as confidential vis-à-vis the other Party, in terms identical to those in this article;
- c) The confidential information is transmitted to RTE and the Balance Responsible Party of each Party strictly for the purpose of performing the Electrical Power Sale Agreements;
- d) The information is requested by any competent administrative authority or national or Community court or, in general, if the disclosing Party has a legal obligation to disclose it, in particular pursuant to Regulation (EU) 1227/2011 of October 25, 2011, on wholesale energy market integrity and transparency (REMIT). In such case, the disclosing Party will limit disclosure to the information that is strictly necessary.

The Parties will comply with this non-disclosure obligation throughout the term of the Electrical Power Sale Agreement and for two (2) years after it expires.

16.3 REMIT

Each Party is liable for complying with its legal and regulatory obligations under REMIT and the related implementing texts. The Purchaser will, in particular, transmit to ACER, in accordance with the REMIT rules and implementing texts, the data related to the transactions it concluded pursuant hereto. To report such data, the Purchaser will use the identification code provided by EDF at the time of the confirmation referred to in Article 6.1 of the Call for Tenders Regulation. If the Purchaser deems that it is not required to transmit such data to ACER, it will inform EDF in due time (before entering into an Electrical Power Sale Agreement pursuant hereto) and provide EDF with proof of its lack of an obligation to transmit data to ACER. In the absence of such proof or in the event of disagreement, EDF will transmit to ACER the data related to the transactions that the Purchaser concluded.

In all events, the Purchaser will be liable for the harmful consequences of a misapplication, through its



fault, of the REMIT rules and implementing texts. The Purchaser will therefore indemnify EDF for any recourse or claim and for any harmful consequences EDF may suffer due to a misapplication of the REMIT rules and implementing texts.

17 SUSPENSION - TERMINATION

17.1 *Event of Default*

Performance of an Electrical Power Sale Agreement may be suspended and/or the Electrical Power Sale Agreement may be terminated as of right if, for one of the Parties (the “**Defaulting Party**”), one of the following events (an “**Event of Default**”) occurs:

- a) the Purchaser’s inability to receive the physical volumes in accordance with Article 10;
- b) a representation or warranty that was made or that the Purchaser deemed was made proves to have been untrue, insufficient or fraudulent at the time it was made or deemed made;
- c) the Defaulting Party’s failure to pay any amount due under one or more Electrical Power Sale Agreements by the Payment Deadline and failure to remedy the situation by the fifth (5th) Business Day following notice of such default by the other Party;
- d) the Defaulting Party’s material breach of a substantive obligation of an Electrical Power Sale Agreement;
- e) the Defaulting Party’s repeated breach of its obligations under an Electrical Power Sale Agreement;
- f) the Purchaser’s breach of any of its obligations under Article 11, and in particular its failure to update the Financial Guarantee as required by Article 7.1 of the Call for Tenders Regulation;
- g) any major change affecting the Purchaser, in particular a merger, de-merger, partial asset contribution, or change of control;
- h) court-supervised recovery in accordance with applicable laws and regulations;
- i) loss of the ACER identification the Purchaser must have pursuant to REMIT;
- j) breach by the Buyer of one of its obligations referred to in article 1.9 of Call for Tenders Regulation, relating to the ethics and compliance clause.

17.2 *Suspension*

If either Party is affected by an Event of Default, the Electrical Power Sale Agreements may be suspended by the **Non-Defaulting Party**, provided it informs the Defaulting Party by registered letter with return receipt requested. The suspension will take effect fifteen (15) Business Days from the date such letter is received, as evidenced by the date on the return receipt, unless the Non-Defaulting Party is informed before then that the cause of the suspension has been remedied.

As an exception to the foregoing, for Article 17.1(c) (Payment default), the suspension will take effect upon the occurrence of the Event of Default, i.e., the fifth (5th) Business Day following notice of default.

Unless provided otherwise, suspension of an Electrical Power Sale Agreement automatically suspends the Delivery Schedule until the cause of the suspension has been remedied.



The suspension of an Electrical Power Sale Agreement entails an obligation for the Purchaser to pay for all of the electrical energy delivered before the Electrical Power Sale Agreement was suspended.

If delivery is suspended due to an Event of Default, the Defaulting Party will be liable for all costs incurred to restart delivery after the suspension ends.

If delivery is suspended due to an Event of Default affecting the Purchaser that results in electrical energy not being delivered, EDF will, in accordance with Article 8, invoice the Purchaser for an amount equal to the product of the electrical energy not delivered during the suspension, times the difference, if it is positive, between the price set when the agreement was entered into and the average daily spot market price during the suspension.

If the market price at the time of the default is greater than the price set when the agreement was entered into, the Purchaser may not claim any amount.

17.3 Termination

A Non-Defaulting Party may ask to terminate one or more Electrical Power Sale Agreements if any Event of Default listed in Article 17.1 occurs.

If an Event of Default occurs, the Non-Defaulting Party will give the Defaulting Party notice to cure within a certain time, by registered letter with return receipt requested. Such time may not be less than seven (7) Business Days after the date of first presentation of the registered letter with return receipt requested.

If the Defaulting Party does not comply with such notice to cure, the Delivery Schedule will be suspended automatically, the Non-Defaulting Party will give the Defaulting Party notice of termination by registered letter with return receipt requested, and termination will take effect seven (7) Business Days after first presentation of the registered letter with return receipt requested, hereinafter the “**Termination Date.**”

The termination letter must specify whether it concerns one or more Electrical Power Sale Agreements (and if applicable, specify which ones). An ad hoc invoice will be issued to settle the Termination Balance.

The Parties agree that in the event of termination, they will no longer be required to make any payments or deliveries. The Delivery Schedules related to such Electrical Power Sale Agreement(s) will be cancelled on the Termination Date. However, pursuant to articles 9 and 11 of these General Terms of Sale, (i) all deliveries made by EDF must be paid to EDF, and (ii) each termination of an Electrical Power Sale Agreement may confer a right to payment of a Termination Balance determined by the Parties as follows (“**Termination Balance**”).

The Termination Balance equals the product of (i) the electrical energy contracted for (“ E_c ,” expressed in MWh) minus the total electrical energy already delivered and, where applicable, the energy not delivered during the suspension(s) that preceded termination (“ E_l ,” expressed in MWh), times (ii) the difference between the market price at the time of termination of the Agreement in question (“ Pr ,” expressed in €/MWh) and the unit price set when the Agreement was entered into (“ P_c ,” expressed in €/MWh).

In practice, to calculate the Termination Balance, the terminated Electrical Power Sale Agreement is treated like a combination of N base load products of equal power in the process of being quoted or delivered, the combined delivery periods of which cover the delivery period remaining in the Electrical Power Sale Agreement on the Termination Date. Such products will have been chosen such that their delivery periods do not overlap and the number of products being delivered at the same time is as small as possible:

$$\text{Termination Balance} = \sum_{i=1}^N [(E_{c_i} - E_{l_i}) * (Pr_i - P_c)]$$



- For a future i in the process of being quoted:

E_{ii} is equal to zero and the market price P_{ri} at the time of termination equals the closing price of the French future quoted on EEX Power Futures on the Termination Date or, failing that, on the last trading date preceding the Termination Date.

- For a product i in the process of being delivered:

E_{ii} is strictly greater than zero and the market price P_{ri} at the time of termination equals the closing price on the last day the French future is quoted on EEX Power Futures.

For example, where the most popular futures quoted are the monthly futures, for a termination of delivery of a one-year future taking effect on April 15 of the delivery year, EDF will take into account the May and June quoted monthly futures and the Quarter3 and Quarter4 quoted quarterly futures, as well as the monthly future being delivered in April, for which only half the total energy delivered by the future will be considered.

If the Termination Balance is negative, the Purchaser will pay the absolute value of the Termination Balance to EDF.

If the Termination Balance is positive, EDF will pay the Purchaser the amount of the Termination Balance only if EDF is the Defaulting Party.

18 GOVERNING LAW

These General terms of sale, the Electrical Power Sale Agreement is governed by and will be interpreted and governed according to French law.

19 LANGUAGE OF THE AGREEMENT

Notwithstanding any translation, whether signed or not, the language that will prevail for the validity, interpretation, performance, end, and termination of these General terms of sale and the Electrical Power Sale Agreement is French.

20 DISPUTE RESOLUTION

In the event of a dispute related to the validity, interpretation, performance, end, or termination of these General terms of sale and the Electrical Power Sale Agreement, the first Party to act will give the other Party notice by registered letter with return receipt requested for the purpose of attempting to reach an out of court settlement. Such notice will specify the reference number(s) of the Electrical Power Sale Agreement(s), the subject of the dispute, and a proposal to meet to resolve the dispute out of court.

Minutes of such meeting must be taken and duly dated and signed by the Parties, and the date of such meeting will be the beginning of negotiations.

If the Parties are unable to resolve their dispute out of court within thirty (30) Days after negotiations begin, or a later date if the Parties agree to an extension, either Party may file an action in the competent court.

21 JURISDICTION



The Parties recognize the Commercial Court of Paris as the only court having jurisdiction.

22 LEGAL COMPLIANCE

If a provision of the Electrical Power Sale Agreement and/or the General Terms of Sale proves to be or becomes inconsistent with a national or international law or regulation, or if such a provision creates a new obligation for the Parties, the Parties will confer at the initiative of the first Party to act in order to decide, by mutual agreement, on the changes to be made to such provision so that it is consistent with the law, or how else to proceed with the Electrical Power Sale Agreement. They will try as much as possible not to alter the Agreement's balance and, more generally, the spirit of the provision to be modified.

If the Parties enter into negotiations to revise the Electrical Power Sale Agreement and/or the General Terms of Sale, such Agreement and/or such Terms will remain in effect throughout such negotiations.

23 END OF THE AGREEMENT

All of the Parties' rights and obligations will immediately cease to be effective at the time the Electrical Power Sale Agreement is terminated or ends, regardless of the reason.

Unless provided otherwise in the Electrical Power Sale Agreement, that Agreement will end on the date the last amount due is paid.

However, the termination or end of the Electrical Power Sale Agreement will not affect the existence or validity of the Parties' rights and obligations that are subject to a provision that they remain in effect after such termination or end.

24 Appendices

Appendix A - Model Electrical Power Sale Agreement

Appendix B - EDF's Contact Details

Appendix C - Model Assignment of an Electrical Power Sale Agreement