

## **CALL FOR TENDERS REGULATION**

**This call for tenders regulation (hereinafter the “Call for Tenders Regulation”) governs how EDF organizes calls for tenders for the sale of futures concerning physical products (hereinafter the “Calls for Tenders”). These calendar products are to be delivered daily in year Y+4 and Y+5 for call for tenders organized during year Y.**

**For all futures that are sold, the underlying products must be physically delivered in base load in France.**

**The process of prequalification to participate in the Calls for Tenders is available to all entities that are or have a Balance Responsible Party as defined in the “Rules on Scheduling, the Balancing Mechanism, and the Balance Responsible Party System,” as well as to System Operators with respect to electrical energy purchases made to offset their losses.**

### **1 CALL FOR TENDERS FILE**

#### **1.1 General information related to the Call for Tenders**

To participate in a Call for Tenders, an interested purchaser ( the “**Prospective Purchaser**”) must first be prequalified by EDF (“**Prequalified Purchaser**”).

It must send its request to EDF by email to : [doaat-appels-offres@edf.fr](mailto:doaat-appels-offres@edf.fr).

EDF will then send the Prospective Purchaser a prequalification file (the “**Prequalification File**”) containing the following documents:

1. The general terms of sale that apply at the time of the request and the appendices to those terms (the “**General Terms of Sale**”);
2. This Call for Tenders Regulation, including the appendices;
3. The list of standard documents, listed in Article 2.1 of this Call for Tenders Regulation, which the Prospective Purchaser must return to EDF duly completed and signed.

A Prospective Purchaser may at any time ask to be prequalified, and its file will be reviewed in accordance with Article 2 of the Call for Tenders Regulation.

#### **1.2 Clarification of the Call for Tenders Regulation**

A Prospective Purchaser that wishes to obtain further details on the Call for Tenders Regulation must ask EDF for by email at : [doaat-appels-offres@edf.fr](mailto:doaat-appels-offres@edf.fr).

EDF will not provide information any other way.

### **1.3 Language of the Call for Tenders procedure**

All documents related to the Prequalification File must be written in French or, where applicable, accompanied by a translation into French. The French versions will prevail. All exchanges between the Prospective Purchaser and EDF will be in French.

### **1.4 Modification of the Call for Tenders Regulation by EDF**

EDF may at any time modify all or part of the Call for Tenders Regulation. EDF will publish all modifications of the Call for Tenders Regulation on its website [www.edf.fr](http://www.edf.fr). These modifications will apply as of right to the Calls for Tenders issued on or after the 4th Business Day following the publication of such modifications.

In addition, EDF will make its best efforts to inform the Prequalified Purchasers' contacts (as defined in Article 2 of the Call for Tenders Regulation and the contact details of which were provided to EDF via the Appendix A contact form) of any modifications of the Call for Tenders Regulation as quickly as possible.

Each Prequalified Purchaser must check EDF's website regularly to ensure it is familiar with the applicable Call for Tenders Regulation.

### **1.5 Compliance with the Call for Tenders Regulation**

The Prospective Purchaser represents that it is familiar with the terms and conditions of the Call for Tenders Regulation that applies on the date the Prequalification File is submitted. The Prospective Purchaser's submission of the Prequalification File constitutes its unqualified acceptance, without which the file may be rejected, of the various terms set forth in the Call for Tenders Regulation that applies on the date the Prequalification File is submitted.

### **1.6 Non-disclosure**

Each Prospective Purchaser and/or Prequalified Purchaser must keep strictly confidential, throughout the term of the Calls for Tenders and for two (2) years after they end, the Information it becomes aware of in connection with the Calls for Tenders. Each Prospective Purchaser and/or Prequalified Purchaser will therefore use the Information obtained from EDF strictly for the purpose of participating in the Calls for Tenders and, subject to the exceptions below, will never publish, disclose, reveal, transmit, circulate, or make such Information available to any third parties without EDF's prior express written consent.

However, any Prospective Purchaser and/or Prequalified Purchaser may, without EDF's prior consent, disclose any Information:

- to any Related Entity or Representative of the Prospective Provider and/or the Prequalified that (a) has a direct need to access such Information for the purposes of the Calls for Tenders, and (b) has been informed of the existence and content of this article, it being understood that the Prospective Purchaser and/or Prequalified Purchaser will in all events be liable to EDF for compliance with this non-disclosure obligation by the recipient of the Information, as well as for the consequences of any violation of such obligation by such recipient;
- to any judicial, governmental, and/or administrative authority having the legal authority to require the Prospective Purchaser and/or Prequalified Purchaser to disclose such Information.

If the Prospective and/or Prequalified Purchaser discloses Information pursuant to the above paragraphs, it must, to the extent allowed by law, inform EDF immediately so that it may take all appropriate measures.

In the event of a violation or presumed violation of the obligations set forth in this article, the Prospective Purchaser and/or Prequalified Purchaser must inform EDF as soon as possible and take all necessary measures to mitigate the effects of any such violation.

As the organizer of these Calls for Tenders, EDF is free to communicate regarding the results of the Calls for Tenders, in particular, the closing prices of the Calls for Tenders and the total volumes sold, while keeping confidential the names of the Prequalified Purchasers.

## **1.7 Disputes and jurisdiction**

The Call for Tenders Regulation is governed by French law.

If a dispute or disagreement arises with respect to the interpretation and/or application of the Call for Tenders Regulation or the form, content, validity, or reception deadline of any bid tendered in response to a Call for Tenders, the Parties will try to resolve it out of court. Minutes of the 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 twenty (20) Business Days of the date on which one of the Parties serves the other with notice thereof (or a later date if the Parties agree to an extension), the dispute may be brought before the Commercial Court of Paris by the first Party to file.

## **1.8 EDF's right to cancel all or part of a Call for Tenders**

EDF may at any time cancel all or part of a Call for Tenders. EDF may not under any circumstances be held liable for any direct and/or indirect losses sustained by the Prospective Purchasers or Prequalified Purchasers in connection with such cancellation.

## **1.9 Ethics and compliance**

The Prospective Purchaser and the Prequalified Purchaser declare, warrant and undertake to EDF, for the entire duration of the Calls for Tenders and for the entire duration of the performance of the Electrical Power Sale Agreements entered into in this context, for themselves, their Representatives, Related Entities and Affiliates, that :

- they comply with the anti-bribery Laws applicable to them and neither they nor their Representatives, Related Entities and Affiliates have, directly or indirectly, given, offered, promised, received or accepted any payment, gift or other benefit that contravenes the applicable anti-bribery Laws, nor will they do so ;
  - They don't do any act or omission, require EDF to do any act or omission, or cause any other party to do any act or omission, in connection with the Tenders or any Electrical Power Sale Agreement resulting therefrom, that would :result in, or would reasonably be expected to result in, a breach or violation of applicable Anti-Bribery Laws, or the imposition of measures against them or EDF under applicable Anti-Bribery Law (whether directly or indirectly applicable to either Party); or
  - expose or be likely to expose them or EDF to the risk of civil or criminal Sanctions or other measures that may be imposed under applicable Anti-Bribery Laws

(whether directly or indirectly applicable to either Party).

- they are not a Sanctioned Entity or an affiliate of a Sanctioned Entity, and they are not using or hiring a Sanctioned Entity (after due enquiry).

For the purposes of this clause :

- "**Anti-Bribery Laws**" means all laws, rules and regulations applicable to the Prospective Purchaser and the Prequalified Purchaser relating to corruption in all its forms, international sanctions, money laundering and the financing of terrorism;
- "**Sanctioned Entity**" means any entity, whether an individual, a company, a firm, an association or a government, which is or has been subject to Sanctions ;
- "**Sanctions**" means all trade sanctions, foreign trade controls, non-proliferation, anti-terrorism and similar laws, regulations and statutes, official embargoes or lists of "Specially Designated Nationals" or "Blocked Persons", or any equivalent lists maintained and imposed by relevant bodies and organisations.

EDF reserves the right to check at any time that the rules set out in this article are being complied with by the Prospective Purchaser and the Prequalified Purchaser.

## 2 PREQUALIFICATION CONDITIONS

- To be prequalified, each Prospective Purchaser must deliver , no later than seven days before the first Call for Tenders the Prospective Purchaser wishes to participate in is held, a Prequalification File duly completed in French to EDF. Based on that file, EDF will determine whether the Prospective Purchaser satisfies the prequalification eligibility criteria.
- The Prospective Purchaser must certify that the information in the Prequalification File is correct, and will be liable to EDF if it is prequalified based on incorrect information.

### 2.1 Prequalification File

The Prequalification File must include the following information and documents :

- A completed Appendix A - administrative and financial information;
- A corporate registration extract (*Kbis*) less than three months old, or the foreign equivalent (e.g., Companies Act);
- The Prospective Purchaser's bank details, on signed company letterhead ;
- Where applicable, all available credit ratings issued by Moody's, Standard & Poor's, and Fitch ;
- A letter of intent confirming the Prospective Purchaser's desire to participate in Calls for Tenders and indicating the quantity the Prospective Purchaser intends to purchase (an estimate of total volume in MWh, with or without distinguishing by product or by period), even if such information does not constitute a commitment by the Purchaser to purchase such quantity;
- The Appendix B contact form, completed and signed (primary contact, email addresses of the individuals authorized to receive the invitations to tender, and email addresses of the individuals authorized to receive the results of the Calls for Tenders), and Appendix C with the signatures of the individuals duly authorized to sign Electrical Power Sale Agreements;
- The statement of the Balance Responsible Party designated by the Prospective Purchaser (if the Prospective Purchaser is not its own Balance Responsible Party), stating that it accepts responsibility for block exchange scheduling (BES) in accordance with the Rules on Scheduling, the Balancing Mechanism, and the Balance Responsible Party System, as published on RTE's website, a model of which is attached in Appendix D, except for the

Transmission System Operator with respect to the purchase of electrical energy to offset its losses;

- The required Financial Guarantee, where applicable, pursuant to Article 7 and defined in Article 8 of the Call for Tenders Regulation, and a model of which is provided in Appendix E.

Each Prospective Purchaser must provide the information on the forms, if any, in the appendices to the applicable Call for Tenders Regulation.

Where a credit limit is set in accordance with Article 7, the Prospective Purchaser must include the required Financial Guarantee in its Prequalification File so the “Gross Credit Limit” can be determined.

The submitted Prequalification File must include all the requested documents and information. It is deemed complete on the date EDF receives the last document of the Prequalification File.

## **2.2 Prequalification eligibility criteria**

EDF will not prequalify Prospective Purchasers that do not satisfy one or more of the following eligibility criteria:

1. Have submitted a Prequalification File in accordance with the provisions of Article 2.1;
2. Have the capacity of Balance Responsible Party or have the explicit consent of the Balance Responsible Party designated to accept the BES, or be the Transmission System Operator purchasing electrical energy to offset its losses;
3. Where applicable, provide a Financial Guarantee of at least €500,000 with a maturity of at least two (2) months at all times, the terms and conditions of which must comply with Article 7 of the Call for Tenders Regulation;
4. Have an ACER (European Union Agency for the Cooperation of Energy Regulators) code or prove that it is exempt from the obligation under Regulation (EU) No. 1227/2011 of the European Parliament and of the Council of October 25, 2011, on wholesale energy market integrity and transparency (the “**REMIT regulation**”).

## **2.3 Confirmation of Prequalified Purchasers**

EDF will, within three (3) Business Days from the first Business Day following receipt of the duly completed Prequalification File (i.e., the date of receipt of the last document of the Prequalification File as described in Article 2.1), inform the Prospective Purchaser's primary contact whether or not it has been prequalified.

- If EDF does not prequalify a Prospective Purchaser, it will explain why. It will indicate which prequalification criteria were not satisfied. This Prospective Purchaser can submit a new prequalification request to obtain a new review of the eligibility criteria by EDF.

- If EDF prequalifies a Prospective Purchaser, it will send an email confirming that such Purchaser is a Prequalified Purchaser and specifying, for the Calls for Tenders, the Gross Credit Limit calculated according to Article 7.

The Prospective Purchaser becomes a Prequalified Purchaser for the entire Call for Tenders, provided the Gross Credit Limit is not reached and the obligation to periodically provide certain information as indicated below is satisfied.

If an event affects the satisfaction of one or more of the eligibility criteria on which its prequalification was based, the Prequalified Purchaser must inform EDF as soon as possible after such event occurs.

In all events, each Prequalified Purchaser must confirm to EDF, annually and at any time at EDF's express request, that it continues to satisfy the eligibility criteria pursuant to Article 2.2.

At any time and before the beginning of a Call for Tenders, the Prequalified Purchaser may waive participation in the next EDF Calls for Tenders by informing it using the model in Appendix F.

### **3 SUSPENSION OF PREQUALIFICATION**

A Prequalified Purchaser's prequalification may be suspended in the following cases:

1. The Prequalified Purchaser has not satisfied its obligations under Article 2.2 and Article 2.3 of the Call for Tenders Regulation.
2. The Prequalified Purchaser has reached the Gross Credit Limit.
3. The Prequalified Purchaser has failed to comply with one of its obligations under one or more Electrical Power Sale Agreements.
4. The Prequalified Purchaser has breached any of its obligations under the ethics and compliance Article as set out in paragraph 1.9.

If its prequalification is suspended for any of the above reasons, the Prequalified Purchaser may not participate in Calls for Tenders until a period of five business days has elapsed and provided that the cause for the suspension has been remedied. The participation can resume after the Prequalified Purchaser has received a new prequalification email from EDF.

### **4 CALLS FOR TENDERS**

Calls for Tenders are the subject of an invitation issued by EDF to all Prequalified Purchasers (the "**Invitation**") by sending an informational email to the designated individuals no later than 4 hours before the Tender filing phase closes. This message will state the time the Tender filing phase opens and closes.

The Calls for Tenders are organised on a daily basis (working days). EDF intends to offer a minimum of 5 MW at each Call for Tenders for each of the calendar products offered. EDF may change the frequency, the date of occurrence and the number of Calls for Tenders it organizes and the volumes it offers as needed.

At the time of each Call for Tenders, EDF will invite the Prequalified Purchasers to tender Bids, which must not exceed their Net Credit Limit (as this term is defined in Article 7 of the



applicable Call for Tenders Regulation), on the products available for sale and defined in Article 5 of this Call for Tenders Regulation. The Bids must be tendered in a single copy of the Tender document provided in Appendix G.

Each Prequalified Purchaser may tender several Bids as provided below.

The number of Bids tendered by the same Prequalified Purchaser is limited by the Tender document (Appendix G).

The Bids are processed individually. Therefore, Bids conditioned on the making of another Bid are not accepted. A Prequalified Purchaser may not provide that a Bid made on a product is not valid unless a Bid it made on another product is accepted, or that a Bid on a product is not valid unless another Bid on the same future is also accepted.

For each Call for Tenders, the Prequalified Purchaser must indicate for each of its Bids:

- The product;
- The volume desired, expressed in MW up to two (2) decimal places. The total volume must not be less than 1MW;
- The price, excluding tax, in euros per MWh to two (2) decimal places;
- The Balance Responsible Party to which this volume should be allocated if the Prospective Purchaser is not the Transmission System Operator participating in the Calls for Tenders for the purchase of electrical energy to offset its losses. Such Balance Responsible Party must have been named by the Purchaser in the Prequalification File.
- Where applicable, proof of exemption from the data transmission obligation under the REMIT regulation.

To be accepted, Bids must be tendered by email to [doaat-appels-offres-depot@edf.fr](mailto:doaat-appels-offres-depot@edf.fr) during the hours indicated in the Invitation, with the appropriate Tender document attached (Appendix G). The message must be received before the Closing Time of the Call for Tenders, the receipt time being the time of receipt indicated in the [doaat-appels-offres-depot@edf.fr](mailto:doaat-appels-offres-depot@edf.fr) inbox. EDF may not under any circumstances be held liable if the message is not received before the Call for Tenders closes, regardless of the reason.

If a Prequalified Purchaser tenders several Bids successively in response to the same Call for Tenders, only the last acceptable Bid will be considered.

Bids remain valid until EDF sends confirmation of the results, which it will do no more than two (2) hours after the closing of the Call for Tenders in question. After that time, the Bids are no longer binding and a sale cannot be concluded.

The Prequalified Purchaser's tender of a Bid constitutes tacit agreement to the General Conditions of Sale in effect on the day of the Call for Tenders. Bids may be tendered only by entities that are duly authorized to do so.

Bids are firm and bind the Prequalified Purchasers.

EDF may accept only a portion of the volume of one or more of the Prequalified Purchaser's Bids. By tendering its Bid, the Prequalified Purchaser agrees in advance to fractional volumes, for which it remains legally bound.

Sales of electrical energy are awarded to Prequalified Purchasers or a Prequalified Purchaser based solely on the price for each product, defined as follows, up to the limits authorized for each Prequalified Purchaser, as provided in articles 2.1, 2.2, and 7 of the Call for Tenders Regulation.

Each Call for Tenders follows the pay-as-clear model for the determination of its price : for a given product, the price is the same for all awardees. It is set at the level of the lowest accepted Bid. An economic order of precedence is set for each of the products defined in Article 5.

EDF will set a threshold price (the “Reserve Price”). The method for determining this Reserve Price is determined before each Call for Tenders. Bids below this Reserve Price are excluded. As a result of this threshold, a smaller volume may be sold through the Call for Tenders than the volume initially allotted to it.

If the volume allotted to a Call for Tenders is insufficient to satisfy all demand expressed in that Call for Tenders at a price greater than or equal to the reserve price, the lowest Bid may be capped in order to respect the volume allotted to the Call for Tenders. If several Bids are marginal, they will be capped to respect the volume allotted to the Call for Tenders, and the remaining volume will be granted to them *pro rata* to their request. Where this *pro rating* results in non-integer values, the volumes are rounded to the second decimal place by EDF.

The volumes will thus be sold so long as their total does not exceed the total volume allotted to the Call for Tenders and so long as their price is not lower than the Reserve Price.

EDF may decide not to follow up on a Call for Tenders, in particular if the price level reached at the end of the Call for Tenders is deemed unsatisfactory given the above Reserve Price. EDF may not be held liable for exercising such right.

EDF cannot under any circumstances be held liable for the consequences of any interruption or restarting of the Call for Tenders procedure, in particular in the event of an error caused by one of the electronic systems used for the sale.

EDF may publish the prices resulting from the Calls of Tenders within a period that it shall freely determine.

## **5 PRODUCTS INCLUDED IN THE CALL FOR TENDERS**

### **5.1 Call for Tenders on market products**

Calls for Tenders concern standard physical products commonly traded on the electricity markets, defined according to the time of delivery.

The products that EDF will offer for sale through Calls for Tenders will include two Base products (delivery every quarter-hour of every day of the week) with one-year maturity. The products are to be delivered in year Y+4 and Y+5 for the call for tenders organized during year Y.

Delivery does not confer on EDF the capacity of obligated party as defined in the capacity mechanism rules. Therefore, no capacity guarantee, in accordance with Article L335-1 et seq. of the French Energy Code, will be provided.

In connection with delivery of the products to a System Operator based on the purchase of electrical energy to offset its losses, the System Operator accepts the transfer to it of EDF's obligations related to the capacity guarantees set forth in articles L335-1 *et seq.* of the French Energy Code, in accordance with Article L335-5(3) of that Code.

### **5.2 Time change**



On the Day of the change from winter to summer hours, the hourly unit from 2 a.m. to 3 a.m. will be eliminated for the various products.

On the Day of the change from summer to winter hours, the hourly unit from 2 a.m. to 3 a.m. will be doubled for the various products.

## **6 ELECTRICAL POWER SALE AGREEMENTS**

### **6.1 Closing and notice of the sale of electrical energy**

For the avoidance of doubt, in this article the term “Purchaser” means the Prequalified Purchaser that was awarded volumes as a result of the Call for Tenders.

At the end of each Call for Tenders, the Prequalified Purchasers who participated to that Call for Tenders but whose Bids were not accepted will receive notice by email to that effect that will specify the price resulting from the Call for Tenders.

In addition, at the end of each Call for Tenders, EDF will notify the Purchasers by email of the volumes awarded to them and the price resulting from the Call for Tenders, following the model provided in Appendix H of the Call for Tenders Regulation. That notification email constitutes the closing of the sale of electrical energy.

The Purchaser and EDF will then enter into an Electrical Power Sale Agreement that reflects the results of the Call for Tenders as indicated in EDF’s notification email. For that purpose, EDF will, in the notification email or no later than two (2) business days after having sent that email, send to the Purchaser the duly completed and signed Electrical Power Sale Agreement, a model of which is provided in Appendix A of the General Terms and Conditions. The Purchaser will then have two (2) business days from receipt of that Agreement to return it to EDF duly signed, but doing so is not a condition of validity of the sale, which was validly concluded upon notification by EDF.

EDF’s notification will specify the Bid’s identification code, which will enable the Purchaser, where applicable and subject to its liability, to transmit agreement-related data to ACER in accordance with the REMIT regulation.

EDF will automatically physically deliver all of the electrical energy sold, with no need for a reminder, and the Purchaser must pay the related invoices.

### **6.2 Authorized signatories**

The Electrical Power Sale Agreement must be signed by individuals who are authorized to do so. The Electrical Power Sale Agreement may be signed for the Prequalified Purchaser only by the individuals whose names are listed in the Prequalification File.

## **7. GUARANTEE**

### **7.1 Credit Limit**

At the time of prequalification, the Prospective Purchaser is assigned a gross credit limit (the “**Gross Credit Limit**”), as follows:

- (a) If the Prospective Purchaser has an Approved Credit Rating as defined in Article 8 of the Call for Tenders Regulation, it will not have a Gross Credit Limit ;
- (b) Otherwise, the Prospective Purchaser will be assigned a Gross Credit Limit. To be prequalified, it must provide EDF with one or more Affiliate Guarantees and/or Approved Financial Guarantees (as those two terms are defined below). Its Gross Credit Limit will be the combined amount of such Affiliate Guarantees and/or Approved Financial Guarantees.

## **7.2 Financial Guarantee Terms**

In the case referred to in Article 7.1(b), the purpose of the Financial Guarantee is to secure performance of the obligations arising from the Bids tendered by the Prequalified Purchaser.

The Financial Guarantee must be at least €500,000.

At all times, the Prequalified Purchaser's Financial Guarantee must cover the entire Market Value and Exposure Margin of the products under contract that have not yet expired, as defined in Appendix 2 of the model Electrical Power Sale Agreement, with a maturity of at least two (2) months.

No later than one (1) month before delivery of each Electrical Power Sale Agreement begins, the Financial Guarantee must also cover Settlement Risk as defined in Appendix 2 of the model Electrical Power Sale Agreement, with a maturity equal to at least that of the product plus one (1) month.

To forestall any interruption in the guarantee and thus Purchaser default, EDF will request an update of the Financial Guarantee including Settlement Risk two (2) months before delivery. Such Guarantee must be provided no later than one (1) month before the delivery start date. Otherwise, the Electrical Power Sale Agreement will be terminated by EDF as of right, in accordance with the General Terms of Sale.

Before each Call for Tenders, EDF will calculate the Prequalified Purchaser's Net Credit Limit.

## **7.3 Revision of the Gross Credit Limit**

If the Prequalified Purchaser has an Approved Credit Rating and EDF, based on objective facts, notes that the Prequalified Purchaser's financial position has noticeably deteriorated, EDF may use other methods to determine the Gross Credit Limit. In such case, EDF may decide to set the Prequalified Purchaser's Gross Credit Limit at zero. EDF will try to consult with the Prequalified Purchaser before exercising such right. In particular, in the event that the Prequalified Purchaser no longer benefits from an Approved Credit Rating, EDF shall determine a Gross Credit Limit by other means. The Prequalified Purchaser must provide EDF with a Financial Guarantee in accordance with Article 7.1(b). If EDF is unable to confer with the Prequalified Purchaser within a reasonable time, it will exercise its right and notify the Prequalified Purchaser of the reasons for its decision.

## **7.4 Revision of the amount of the Financial Guarantee**

The amount of the Financial Guarantee may be adjusted to reflect each change in the Prequalified Purchaser's financial exposure, in particular if the amount of the Financial Guarantee that was received is no longer adequate.

If the Financial Guarantee no longer covers the financial exposure resulting from its purchases, the Prequalified Purchaser must, at EDF's request, increase the Financial Guarantee to an amount that covers its financial exposure. Otherwise, the Prequalified Purchaser's

prequalification will be suspended in accordance with Article 3 of this Call for Tenders Regulation.

The Prequalified Purchaser may at any time increase its Financial Guarantee to increase its Credit Limits.

The expiration date of all guarantees is the date on which all of the Prequalified Purchaser's debts and obligations under the Agreement(s) have been extinguished.

## 8. DEFINITIONS

The words and groups of words that are spelled with a capital letter in this Call for Tenders Regulation, whether in the singular or the plural, have the meanings given them below or the meanings given them in the General Terms of Sale (GTS) or in the Rules on Scheduling, the Balancing Mechanism, and the Balance Responsible Party System, in their applicable version.

### Affiliate

Means any direct or indirect parent company of a Prospective Purchaser or a Prequalified Purchaser, and the term "parent company" has the meaning given it in Article L.233-1 of the French Commercial Code.

### Related Entity

Means, for each Prospective or Prequalified Purchaser considered, any entity that such Purchaser controls, is controlled by, or is under common control with (the term "control" must be interpreted according to Article L.233-3 of the French Commercial Code).

### Guarantee/Financial Guarantee

Means an Approved Financial Guarantee or an Affiliate Guarantee.

### Affiliate Guarantee

Means a first demand guarantee, the French version of which will prevail and a model of which is provided in Appendix E of the Call for Tenders Regulation, provided by an Affiliate of the Prequalified Purchaser, which must have an Approved Credit Rating.

### Approved Financial Guarantee

Means a first demand bank guarantee (*garantie bancaire autonome à première demande*), the French version of which will prevail and a model of which is provided in Appendix E of the Call for Tenders Regulation, provided by a bank that has an Approved Credit Rating and does business in France. EDF may, in its discretion, accept a first demand bank guarantee in a different form, provided that such guarantee provides EDF with a similar degree of protection and is subject to French law and the jurisdiction of the French courts.

### Distribution Network Operator(s)

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

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.

For example, for a Call for Tenders ending at 5:15 p.m., the Bids will be admissible until 5:14:59.

Confidential Information

Means all information of any kind, disclosed in any form, that relates to the Calls for Tenders and the related documentation, except information that the Prospective Purchaser or Prequalified Purchaser can prove:

- entered the public domain on or after being disclosed but without the Prospective Purchaser or Prequalified Purchaser violating its legal, regulatory, and/or contractual obligations;
- was known to the Prospective Purchaser or Prequalified Purchaser before it was transmitted to it in connection with the Calls for Tenders;

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.

Gross Credit Limit

Means the maximum authorized amount of exposure to the risk of non-performance of the obligations arising from the Bids tendered by the Prequalified Purchasers.

Where the Prequalified Purchaser does not have an Approved Credit Rating, its Gross Credit Limit will equal the combined amount of its Affiliate Guarantees and/or Approved Financial Guarantees.

Where the Prequalified Purchaser has an Approved Credit Rating, it will not have a Gross Credit Limit.

Net Credit Limit

Equals the Gross Credit Limit minus the amounts of the Financial Guarantees required to cover the Purchaser's obligations under its unexpired Electrical Power Sale Agreements, that is, that have not been paid as of the Call for Tenders date.

Approved Credit Rating

Means, for a Prospective Purchaser, a Prequalified Purchaser, an Affiliate (providing an Affiliate Guarantee), or a bank (providing an Approved Guarantee), any of the following minimum credit ratings:

Moody's long term	Baa1
Standard & Poor's long term	BBB+
Fitch long-term	BBB+

If the Prospective Purchaser or the Prequalified Purchaser has been rated by two or more of these rating agencies, the lower of the two best ratings will be used.

The Affiliate or the bank providing a guarantee must satisfy the minimum rating criteria of at least two of these rating agencies.

Bid

Means the combination of the following five specifications:

- The product (among the products described in Article 5 of the Call for Tenders Regulation);
- The volume desired, expressed in MW and up to two (2) decimal places ;

- The price, excluding tax, in euros per MWh to two (2) decimal places;
- The Balance Responsible Party (designated in the Prequalification File) to which the volume should be allocated, unless the Prospective Purchaser is the Transmission System Operator participating in the Calls for Tenders for the purchase of electrical energy to offset its losses;
- Where applicable, proof of exemption from the data transmission obligation under the REMIT regulation.

Representative

Means, for each Prospective Purchaser and each Prequalified Purchaser, any of its employees, managers, directors, advisers, and external providers (including lawyers and accountants).

**9. APPENDICES**

Appendix A Purchaser - Administrative and Financial Information

Appendix B Purchaser - Contact Information

Appendix C Purchaser - Signatures of the individuals authorized to sign Electrical Power Sale Agreements

Appendix D Purchaser - Statement of the Balance Responsible Party designated by the Prospective Purchaser and accepting responsibility for the [BES]

Appendix E Purchaser - Model Financial Guarantee

Appendix F Purchaser - Model Letter Waiving Participation in EDF Calls for Tenders

Appendix G Purchaser - Model Tender document

Appendix H EDF - Model Email to Give Notice of the Results of a Call for Tenders

Appendix I EDF - Sample REMIT Declaration According to EDF SA's Interpretation

APPENDIX A: Administrative and Financial Information

<b>Company name</b>	
Registered name  [Attach a corporate registration ( <i>Kbis</i> ) extract + an original RIB (bank details form) on company letterhead]	
Complete address (no., street name, city, postal code, and country)	
Country	
Intracommunity VAT No.:	
ACER code	
Energy Identification Code (EIC) of the Balance Responsible Party or Parties	
National System Operation Center (Centre national de l'exploitation du système, or CNES) Code of the Balance Responsible Party or Parties	
SIRET no. for a French company	
APE (NAF) no. for a French company	
Legal Entity Identifier (LEI) for a non-French company	



**APPENDIX B: Purchaser's Contact Information**

**Primary contact**

First and last name	
Tel.	
Fax	
Email	

**Email addresses of the individuals authorized to receive the invitations to tender and the results of a Call for Tenders**

Email1	
Email2	
Email3	
...	

**On-call contact (in particular for deliveries)**

On-call telephone	
On-call fax	
On-call email	

**Back office/Billing contact**

First and last name	
Telephone	
Email	

Done in ....., on ....., Name:..... Signature:
--

**APPENDIX C: Appendix C Purchaser - Signatures of the Individuals Authorized to Sign Electrical Power Sale Agreements**

<p><b>Company name</b></p> <p><b>Back-office email (for receipt of contracts)</b></p>	<p>.....</p> <p>.....</p>
<p><b>Primary signatory</b> [provide a signature delegation if the signatory is not named in the corporate registration extract]</p> <p>First and last name: .....</p> <p>Position: .....</p> <p>Telephone: .....</p> <p>Email: .....</p> <p>Address (no., street name, city, postal code, and country)</p> <p>.....</p> <p>.....</p>	<p>Signature:</p>
<p><b>Deputy signatory(*) 1</b></p> <p>First and last name: .....</p> <p>Position: .....</p> <p>Telephone: .....</p> <p>Email: .....</p> <p>Address (no., street name, city, postal code, and country)</p> <p>.....</p> <p>.....</p>	<p>Signature:</p>
<p><b>Deputy signatory(*) 2</b></p> <p>First and last name: .....</p> <p>Position: .....</p> <p>Telephone: .....</p> <p>Email: .....</p> <p>Address (no., street name, city, postal code, and country)</p> <p>.....</p> <p>.....</p>	<p>Signature:</p>

(\*) For each Electrical Power Sale Agreement they sign, the deputy signatory must have a signature delegation proving they have signature authority on the signature date.

**APPENDIX D:** Model Statement from the Balance Responsible Party designated by the Purchaser  
(only if the Balance Responsible Party is different from the Purchaser)

*[First and last  
name]  
[Company]  
[Address]  
[Email]  
[Tel.]*

Direction Optimisation Amont Aval Trading  
Clients et Marchés  
EDF Cap Ampère  
1 Place Pleyel  
93282 Saint Denis

**Re: Statement from the Balance Responsible Party of *[name of the Prospective Purchaser]*.**

To Whom It May Concern,

In its capacity as Balance Responsible Party No. *[RTE RE no.]*, *[company name]*, designated by *[Prospective Purchaser's name]* and represented by *[first and last name, position]*, duly authorized, hereby states that it:

- accepts responsibility for the blocks sold by Electricité de France, RE No. 0407-0018, to *[Prospective Purchaser's name]* pursuant to its Electrical Power Sale Agreements, in accordance with the Agreements on Participation in the Rules related to the Balance Responsible Party System; and
- is familiar with and agrees to the Rules related to the Balance Responsible Party System and the Rules related to the Block Exchange Service, which are available on the RTE's website (*www.rte-france.com*).

Done in XXX on XX/XX/XX  
*[First and last name +  
Signature]*

## APPENDIX E: Financial Guarantee Models

### Part 1 Affiliate

#### Guarantee

First Demand Guarantee (*garantie autonome à première demande*)

We, the undersigned [*name*], a company duly formed according to the laws of [*country*], having its registered office at [*address*], represented by [*name*], duly authorized (the “**Guarantor**” or “**We**”), hereby agree to give, today, to Electricité de France (“EDF”), a joint-stock company with capital of €2,084,809,296.50 that has its registered office at 22-30 avenue de Wagram, 75008 Paris and is registered under RCS Paris no. 552 081 317, a first demand guarantee to secure the obligations of our Affiliate, [*Purchaser’s name*], arising under all of the Electrical Power Sale Agreements and the related General Terms of Sale entered into or that will be entered into between EDF and [*Purchaser’s name*] as a result of a call for tenders for the sale of futures that will expire in 4 years and 5 years following the transaction year as indicated in the Electrical Power Sale Agreement (the “**Electrical Power Sale Agreement**”), on the terms set forth below (the “**Guarantee**”).

#### PREAMBLE

- a) According to the Electrical Power Sale Agreement, EDF will, *inter alia*, deliver the electrical energy to [*the Purchaser*] and
- b) Such delivery is subordinated to EDF’s obtaining the Guarantee.

#### THE PARTIES HEREBY AGREE TO THE FOLLOWING

1. We expressly, irrevocably, and unconditionally agree to pay, upon first demand, all amounts, up to a Maximum Amount (as defined below), that EDF may demand based on this Guarantee, as of the date indicated in paragraph 4 below and for the entire term of the Guarantee as indicated in paragraph 4 below.
2. The Guarantee will be triggered when EDF sends a demand to the Guarantor, in the form provided for in Appendix 1 of this Guarantee (the “**Demand**”). The Guarantor acknowledges and accepts that the Demand will constitute adequate proof of [*the Purchaser’s*] obligation to pay any amount claimed by EDF up to the Maximum Amount (as defined below). Such Demand must indicate the amount demanded based on the Guarantee, not to exceed the Maximum Amount (as defined below). EDF may send several demands based on the Guarantee, provided the total amount paid by the Guarantor to EDF at its demand does not exceed the Maximum Amount.
3. The Guarantee constitutes a personal obligation of the Guarantor; it is independent of [*the Purchaser’s*] obligations under the Electrical Power Sale Agreement. The Guarantor expressly and irrevocably waives the right to invoke any past, present, or future relationship between [*the Purchaser*] and EDF or the Guarantor for the purpose of contesting the payments provided for in paragraph 1 above.
4. The Guarantee will take effect on [•] and end on [•], after which no Demands will be admissible.

5. The Guarantor acknowledges and accepts that it will be bound by its obligations as Guarantor under the Guarantee, regardless of whether or not the Electrical Power Sale Agreement is valid.
6. The Guarantor hereby represents and warrants that:
  - (i) it is a [*corporate form*] duly formed according to the laws of [*country*], with legal personality, full legal capacity, and the power to conduct the business it currently conducts, to provide the Guarantee, and to satisfy all of its obligations under the Guarantee;
  - (ii) [Mr./Ms.] [•] is duly authorized to sign the Guarantee, such authorization having been delegated to him/her by a [resolution of the board of directors or another competent body, depending on the Guarantor's corporate form] adopted in accordance with the law of [*country where the Guarantor was formed*];
  - (iii) the signature and performance of the Guarantee and the performance of the obligations arising thereunder do not violate in anyway the Guarantor's bylaws, any applicable laws or regulations, or any binding commitments.
7. The Guarantor may not assign any of its rights or obligations under the Guarantee without EDF's prior written consent.
8. EDF may, at any time and without the Guarantor's consent, assign any or all of its rights under the Guarantee, provided it informs the Guarantor (no formal notice is required) and provided that this transfer complies with the laws and regulations in force relating to corruption in all its forms, international sanctions, money laundering and the financing of terrorism, and that the transferee has at least the same credit rating as EDF. All references to EDF in the Guarantee include EDF's successors and assigns (following any sale or transfer).
9. All payments to be made by the Guarantor under the Guarantee will be:
  - (i) made by the deadlines and in the places indicated in the Demand that EDF may deliver in accordance with paragraph 2 above, and in all cases no later than two business days following the Guarantor's receipt of the Demand;
  - (ii) free of all duties, taxes, or expenses of any kind (present or future) that would otherwise be deducted or withheld; and
  - (iii) free of any set off or counterclaim related to any amount that EDF might owe to the Guarantor based on any other contract or legal relationship.
10. The Maximum Amount is [*amount*].
11. No waiver of any of the Guarantee's provisions will be valid unless it is made in writing and signed by EDF. No delay or objection by EDF will constitute or may be interpreted as a waiver. The rights and powers under the Guarantee, as well as EDF's interpretation of such rights and powers, are in addition to and cannot exclude or substitute for the rights and powers conferred on EDF by law, by another contract, or by any other security by which it may be covered.
12. All notice and other correspondence under or related to the Guarantee will be given or sent by fax or by a simple letter sent to the following addresses:
  - (i) to the Guarantor:  
[*Guarantor's name*]  
[*address*]

To the attention of: [•]  
Telephone number: [•]  
Fax number: [•]

(ii) to EDF:  
EDF Direction Optimisation Amont Aval Trading  
Back-Office  
1, Place Pleyel  
93282 St Denis  
France

13. The Guarantee will be governed by and interpreted according to French law. All disputes related to the Guarantee will be brought before the Commercial Court of Paris.

**THE GUARANTOR**

[*Guarantor's name*]

Represented by: \_\_\_\_\_

Name and position

Signed and entered into on: \_\_\_\_



## Appendix 1

### Model Demand

To [Guarantor]

[date]

Dear XXX,

1. We refer to the first demand guarantee (*garantie autonome à première demande*) you granted EDF in your capacity as Guarantor on [date] (the “Guarantee”) in connection with [the Purchaser’s] obligations under the Electrical Power Sale Agreement.
2. The words and phrases defined in the Guarantee have the same meanings in this Demand.
3. In accordance with paragraph 2 of the Guarantee, we hereby demand that in your capacity as Guarantor under the Guarantee, you pay us [amount]. That amount, which does not exceed the Maximum Amount as defined in the Guarantee, is owed by [the Purchaser] and has not been paid by [the Purchaser] as of the date of this Demand. This amount represents [insert a description of the nature of the amount owed].
4. In accordance with paragraph 9 of the Guarantee, the above amount must be paid no later than two business days after receipt of this Demand.
5. The above amount must be paid by (wire transfer to bank account) no. [insert the account details] at [name of the Bank where the account is located] [insert any other payment-related details].

Sincerely,

EDF

[ ]

represented by [representative's name]

## Part 2

### Approved Financial Guarantee

First Demand Bank Guarantee (*garantie bancaire à première demande*)

We, the undersigned [*name*], a company duly formed according to the laws of [*country*], having its registered office at [*address*], represented by [*name*], duly authorized (the “**Guarantor**” or “**We**”), hereby agree to give, today, to Electricité de France (“EDF”), a joint-stock company with capital of €2,084,809,296.50 that has its registered office at 22-30 avenue de Wagram, 75008 Paris and is registered under RCS Paris no. 552 081 317, a first demand guarantee to secure the obligations of [*Purchaser's name*], arising under all of the Electrical Power Sale Agreements and the related General Terms of Sale entered into or that will be entered into between EDF and [*Purchaser's name*] as a result of a call for tenders for the sale of futures that will expire in 4 years and 5 years following the transaction year as indicated in the Electrical Power Sale Agreement (the “**Electrical Power Sale Agreement**”), on the terms set forth below (the “**Guarantee**”).

#### PREAMBLE

- a) According to the Electrical Power Sale Agreement, EDF will, *inter alia*, deliver the electrical energy to [*the Purchaser*] and
- b) Such delivery is subordinated to EDF's obtaining the Guarantee.

#### THE PARTIES HEREBY AGREE TO THE FOLLOWING

1. We expressly, irrevocably, and unconditionally agree to pay, upon first demand, all amounts, up to a Maximum Amount (as defined below), that EDF may demand based on this Guarantee, as of the date indicated in paragraph 4 below and for the entire term of the Guarantee as indicated in paragraph 4 below.
2. The Guarantee will be triggered when EDF sends a demand to the Guarantor, in the form provided for in Appendix 1 of this Guarantee the “**Demand**”). The Guarantor acknowledges and accepts that the Demand will constitute adequate proof of [*the Purchaser's*] obligation to pay any amount claimed by EDF up to the Maximum Amount (as defined below). Such Demand must indicate the amount demanded based on the Guarantee, not to exceed the Maximum Amount (as defined below). EDF may send several demands based on the Guarantee, provided the total amount paid by the Guarantor to EDF at its demand does not exceed the Maximum Amount.
3. The Guarantee constitutes a personal obligation of the Guarantor; it is independent of [*the Purchaser's*] obligations under the Electrical Power Sale Agreement. The Guarantor expressly and irrevocably waives the right to invoke any past, present, or future relationship between [*the Purchaser*] and EDF or the Guarantor for the purpose of contesting the payments provided for in paragraph 1 above.
4. The Guarantee will take effect on [•] and end on [•], after which no Demands will be admissible.

5. The Guarantor acknowledges and accepts that it will be bound by its obligations as Guarantor under the Guarantee, regardless of whether or not the Electrical Power Sale Agreement is valid.
6. The Guarantor hereby represents and warrants that:
  - (i) it is a [*corporate form*] duly formed according to the laws of [*country*], with legal personality, full legal capacity, and the power to conduct the business it currently conducts, to provide the Guarantee, and to satisfy all its obligations under the Guarantee; and
  - (ii) [Mr./Ms.] [•] is duly authorized to sign the Guarantee.
7. The Guarantor may not assign any of its rights or obligations under the Guarantee without EDF's prior written consent.
8. EDF may, at any time and without the Guarantor's consent, assign any or all of its rights under the Guarantee, provided it informs the Guarantor (no formal notice is required) and provided that this transfer complies with the laws and regulations in force relating to corruption in all its forms, international sanctions, money laundering and the financing of terrorism, and that the transferee has at least the same credit rating as EDF. All references to EDF in the Guarantee include EDF's successors and assigns (following any sale or transfer).
9. All payments to be made by the Guarantor under the Guarantee will be:
  - (i) made by the deadlines and in the places indicated in the Demand that EDF may deliver in accordance with paragraph 2 above, and in all cases no later than two business days following the Guarantor's receipt of the Demand;
  - (ii) exempt from all duties, taxes, or expenses of any kind (present or future) that would otherwise be deducted or withheld; and
  - (iii) exempt from any set off or counterclaim related to any amount that EDF might owe to the Guarantor based on any other contract or legal relationship.
10. The Maximum Amount is [*amount*].
11. No waiver of any of the Guarantee's provisions will be valid unless it is made in writing and signed by EDF. No delay or objection by EDF will constitute or may be interpreted as a waiver. The rights and powers [under the Guarantee,] as well as EDF's interpretation of such rights and powers, are in addition to and cannot exclude or substitute for the rights and powers conferred on EDF by law, by another contract, or by any other security by which it may be covered.
12. All notice and other correspondence under or related to the Guarantee will be given or sent by fax or by a simple letter sent to the following addresses:
  - (i) to the Guarantor:  
[*Guarantor's name*]  
[*address*]  
To the attention of: [•]  
Telephone number: [•]  
Fax number: [•]

(ii) to EDF:

EDF Direction Optimisation Amont Aval  
Trading  
Back-Office  
1, Place Pleyel  
93282 St Denis  
France

13. The Guarantee will be governed by and interpreted according to French law. All disputes related to the Guarantee will be brought before the Commercial Court of Paris.

**THE GUARANTOR**

[*Guarantor's name*]

Represented by: \_

Name and position

Signed and entered into on: \_\_

## Appendix 1

### Model Demand

To [Guarantor]

[date]

Dear XXX,

1. We refer to the first demand guarantee (*garantie autonome à première demande*) you granted EDF in your capacity as Guarantor on [date] (the "Guarantee") in connection with [the Purchaser's] obligations under the Electrical Power Sale Agreement.
2. The words and phrases defined in the Guarantee have the same meanings in this Demand.
3. In accordance with paragraph 2 of the Guarantee, we hereby demand that in your capacity as Guarantor under the Guarantee, you pay us [amount]. That amount, which does not exceed the Maximum Amount as defined in the Guarantee, is owed by [the Purchaser] and has not been paid by [the Purchaser] as of the date of this Demand. This amount represents [insert a description of the nature of the amount owed].
4. In accordance with paragraph 9 of the Guarantee, the above amount must be paid no later than two business days after receipt of this Demand.
5. The above amount must be paid by (wire transfer to bank account) no. [insert the account details] at [name of the Bank where the account is located] [insert any other payment-related details].

Sincerely,

Electricité de France ("EDF"), a joint-stock  
company [ ]  
represented by [representative's name]

\* \* \*

**Registered letter with return receipt requested**

**Company Name (hereinafter the “Company”):** .....

**Address:**

.....  
.....  
.....  
.....

I the undersigned, Ms./Mr. .... , duly authorized to bind the Company, state that:

The Company no longer wishes to be a Prequalified Purchaser participating in the calls for tenders organized by EDF during year Y for the sale of futures expiring in year Y+4 and Y+5.

The Company therefore acknowledges that:

- It will no longer receive the emails inviting it to tender bids;
- If the Company wishes to become a Prequalified Purchaser again, it will submit a new prequalification request.
- The personal contact details of the Authorized Signatories as defined in Article 6 of the General Terms of Sale will be purged from EDF’s databases within six months of the date on which performance of the last contract entered into with EDF ends, or six months after the request to withdraw if no contract has been entered into.

Name: .....

Position: .....

Date: .....

Signature:



APPENDIX G: Model Tender document

Appendix G is the Excel file entitled "Appendix G - Template for sending Offer(s)".

APPENDIX H: Model email for sending the results of a Call for Tenders

**Subject: Results of the EDF call for tenders of --/--**

**/--- To Whom It May Concern,**

**As a result of the call for tenders held by EDF on --/--/ , I am pleased to inform you that we have awarded the volumes indicated in the attached table.**

Reference documents:

**General Terms of Sale of --/--/----**

**Your response to the call for tenders of --/--/----**

Characteristics of your Bids:

Transaction identification code (REMIT)	Product	Price (€/MWh)	Delivery start date	Delivery end date	Volume awarded (MW)	Transaction Timestamp

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

ACER identification codes:

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

The Electrical Power Sale Agreement associated with the above result(s) is attached for the recipient(s) responsible for signatures. Please sign and return it as soon as possible.

Cordially,

**[Or if no bid was accepted]**

To Whom It May Concern,

As a result of the call for tenders held by EDF on --/--/, I hereby inform you that we have not accepted any of your bids. The price resulting from the Call for Tenders is "price in €/MWh".

Cordially,

## APPENDIX I: Illustration of EDF's REMIT declaration

Illustration of EDF's (seller's) REMIT report for a transaction between EDF and a Purchaser

N		Field Identifier	(seller trade)
<b>Parties to the contract</b>			
1	ID of the market participant or counterparty	To be completed	
2	Type of code used in field 1	ACE	
3	ID of the trader and / or of the market participant or counterparty as identified by the organized market place		
4	ID of the market participant or counterparty	Purchaser's ACER code	
5	Type of code used in 4	ACE	
6	Reporting entity ID	Reporting entity code	
7	Type of code used in 6	ACE	
8	Beneficiary ID		
9	Type of code used in field 8		
10	Trading capacity of the market participant or counterparty in field 1	P	
11	Buy/sell indicator	S	
12	Initiator/Aggressor		
<b>Order details</b>			
13	Order ID		
14	Order type		
15	Order Condition		
16	Order Status		
17	Minimum Execution Volume		
18	Price Limit		
19	Undisclosed Volume		
20	Order Duration		
<b>Contract details</b>			
21	Contract ID	N/A	
22	Contract Name	BILCONTRACT	
23	Contract type	FW	
24	Energy Commodity	EL	
25	Fixing Index or reference price		
26	Settlement method	P	
27	Organized market place ID/OTC	XBIL	
28	Contract Trading Hours	00:00:00Z/23:59:59Z	
29	Last trading date and time		
<b>- Transaction Details</b>			
30	Transaction Timestamp	Time at which EDF sent the notification of results email	
31	Unique Transaction ID	Transaction reference as specified in the notification of results email and the Electrical Power Sale Agreement	
32	Linked Transaction ID		
33	Linked Order ID		
34	Voice-brokered		
35	Price	Transaction price as specified in the notification of results email and the Electrical Power Sale Agreement	
36	Index Value		
37	Price currency	EUR	
38	Notional amount		
39	Notional Currency		
40	Quantity / Volume	Quantity (in MW) awarded by EDF as specified in the notification of results email and the Electrical Power Sale Agreement	
41	Total Notional Contract Quantity	Volume (in MW) awarded (quantity * number of hours in the delivery period of the product in question)	

42	Quantity unit for field 40 and 41	MW / MWh
43	Termination date	
<b>Option details</b>		
44	Option style	
45	Option type	
46	Option Exercise date	
47	Option Strike price	
<b>Delivery profile</b>		
48	Delivery point or zone	10YFR-RTE -----C
49	Delivery Start Date	Start date of the delivery period as specified in the notification of results email and the Electrical Power Sale Agreement
50	Delivery Start Date	End date of the delivery period as specified in the notification of results email and the Electrical Power Sale Agreement
51	Duration	
52	Load type	BL
53	Days of the week	
54	Load Delivery Intervals	00:00:00/23:59:59
55	Delivery capacity	
56	Quantity Unit for 55	
57	Price/time interval quantity	
<b>Lifecycle information</b>		
58	Action type	N

This table corresponds to the electrical energy sale report EDF will make pursuant to its legal and regulatory obligations under REMIT and the related execution documents.

This table and the items in it are for information only and are not contractual; they reflect EDF's interpretation of ACER's documents. The Purchaser is not bound by this interpretation; it is free to report the transaction differently, according to its own interpretation of ACER's documents.

The Purchaser is liable for its own reporting under REMIT: EDF does not provide reporting services and cannot be held liable for the Purchaser's late reporting or failure to report, or for any errors or omissions in its reports.