

July 2025

**SALE OF ALMOST CERTAIN POWER VOLUMES STEMMING FROM A
PURCHASE OBLIGATION ARRANGEMENT**

-

**FRAMEWORK AGREEMENT FOR THE SALE
OF ELECTRICAL ENERGY**

JULY 2025

Between:

- EDF, a public limited company with capital of 2,084,365,041 euros, registered in the Paris Trade and Companies Register under number 552 081 317, whose registered office is located at 22-30 avenue de Wagram, 75008 Paris, France, represented by Fabrice Noilhan in his capacity as Customers & Markets Director duly authorised for this purpose,

hereinafter referred to as EDF, or the Seller,

And

- [...],
a Qualified Purchaser, hereinafter referred to as **“the Purchaser”**

EDF and the Purchaser are hereinafter referred to individually as a **“Party”** and collectively as the **“Parties”**.

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RECITALS

ELECTRICITE DE FRANCE, (hereinafter referred to as “**EDF**”), is an obligated purchaser of energy produced by certain electricity production facilities subject to the purchase obligation regime pursuant to Articles L. 311-10 and 314-1 of the French Energy Code (hereinafter referred to as the “**PO**”). To ensure the performance of this public service mission, under the control of the CRE, an operator dedicated exclusively to POs within EDF has been established to guarantee the confidentiality of information and the separation of activities with the rest of the group.

The energy stemming from the PO is divided between an almost certain component and a random component. The CRE determines the level of the almost certain production component by deliberation each year based on the installed fleet forecasts.

By a resolution dated 16 December 2014, the CRE decided in favour of EDF’s marketing of energy stemming from the PO. Consequently, EDF has decided to offer for sale the volumes of the almost certain component through Calls for Tenders.

The Tender Rules of Calls for Tenders concerning the Sale of the almost certain component of the energy stemming from the PO, included in an appendix to this contract (Appendix A), inform Prospective Purchasers of the terms and conditions under which these CFTs are organised by EDF.

The Purchaser becomes a Qualified Purchaser and can participate in Calls for Tenders organised by EDF if its Qualification Application meets the criteria of the Tender Rules and it is a signatory of this Framework Electricity Sales Agreement (hereinafter referred to as the “**Framework Agreement**”). As a Qualified Purchaser, the Purchaser will receive Invitations to Tender, and can submit bids under the conditions provided for in Article 5 of the Tender Rules (hereinafter referred to as the “**Bids**”).

When the Purchaser’s bid is selected, a Transaction is concluded when the results of the Call for Tenders are communicated on the Platform. The purpose of this Framework Agreement and its Appendices is to define the terms and conditions for the execution of Transactions.

Prior to its adoption, the Framework Agreement was subject to a public consultation held on 6 August to 8 September 2025 on the website www.edf-oa.fr.

The Framework Agreement was published on the following website, www.edf-oa.fr, on 6 August 2025. It was also distributed directly to the Qualified Purchasers.

This Framework Agreement shall replace the previous Standard Terms and Conditions of Sale one month after the date of its publication on the EDF website www.edf-oa.fr. The signing of the Framework Agreement is therefore required in order to submit bids starting on 8 September 2025.

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Article 0. DEFINITIONS

Capitalised terms used in this Framework Agreement and its Appendices, whether in the singular or plural, shall have the meanings set out below.

ACER	Agency for the Cooperation of Energy Regulators (the European Union agency assisting and coordinating national energy regulatory authorities).
Prospective Purchaser	Means a legal entity that has expressed interest in participating in CFTs and wishes to complete the qualification procedure.
Qualified Purchaser (Purchaser)	Means a Prospective Purchaser whose Qualification Application has been accepted by EDF, is a signatory of the Framework Energy Sales Agreement and meets the conditions for participating in the Call for Tenders.
Awardee	Means a Qualified Purchaser for whom at least one Bid has been selected, in whole or in part, at the conclusion of a Call for Tenders.
Affiliate	Means any direct or indirect parent company of a Prospective Purchaser or of a Qualified Purchaser, the term “parent company” having the meaning given to it in Article L.233-1 of the French Commercial Code.
Call(s) for Tenders or CFT(s)	Means the offering of Products for sale on EDF’s Electronic Platform in accordance with the terms and conditions defined in the Tender Rules.
Framework Electricity Sales Agreement (Framework Agreement)	Means a Framework Agreement defining the general characteristics of electricity sales, which is signed between EDF and the Prospective Purchaser at the end of the qualification procedure and governs the Transactions.
CRE	The Commission de Régulation de l’Energie (the independent administrative authority responsible for regulating the energy sector in France).
Payment Due Date	Means the tenth (10 th) Business Day of the month following physical delivery of the Awarded Volumes.
Qualification Application	Means all the documents required to be sent to EDF so that a Prospective Purchaser can participate in CFTs following

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	examination of its application, in accordance with the provisions of the Tender Rules.
Imbalance	Means, as defined in the Rules, the difference between the total quantities of energy injected into and the total quantities of energy extracted from a Balance Perimeter.
EEX	The European Energy Exchange AG - an energy exchange on which, amongst others, French Power Derivatives energy futures are traded.
Event Affecting a Financial Guarantee	Means, one of the following, as appropriate: <ul style="list-style-type: none"> - the Purchaser or any Guarantor no longer benefits from an Approved Credit Rating; - a Guarantee is no longer in effect for the total amount provided for in the Guarantee, or the Guarantee amount is less than the amount to be covered under the Framework Agreement or Transactions; - any demand made by EDF under a Guarantee is not fully satisfied on first demand; - any of the declarations or guarantees made by the Guarantor in the Guarantee cease to be respected; - EDF, for legitimate, real, and serious reasons, deems that the financial position of the Purchaser or Guarantor 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 or Guarantor losing its Approved Credit Rating).
Guarantor	Means the issuer of a Financial Guarantee.
Guarantee/Financial Guarantee	Means an Approved Financial Guarantee, an Affiliate Guarantee or a cash deposit.
Affiliate Guarantee	Means a first-demand guarantee, the French version of which shall prevail and a model of which is included in Appendix E.2, which guarantee is provided by an Affiliate of the Qualified Purchaser that must have an Approved Credit Rating.
Approved Financial Guarantee	Means an autonomous first-demand bank guarantee, the French version of which shall prevail and a model of which is included in Appendix E.1, which guarantee is provided by a bank with an Approved Credit Rating and having a commercial activity in France. EDF may, at its sole discretion, accept an autonomous first-demand bank guarantee established in a different form, provided

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	that this guarantee provides EDF with a similar degree of protection and is subject to French law and French courts.
Distribution System Operator(s) (DSO(s))	Means the distribution system operator(s) as defined in Article 2§29 of Directive (EU) 2019/944 of the European Parliament and of the Council of 5 June 2019 on common rules for the internal market for electricity and as designated under the conditions laid down in Article 30 of that Directive.
Transmission System Operator (TSO)	Means the transmission system operator as defined in Article 2§35 of Directive (EU) 2019/944 of the European Parliament and of the Council of 5 June 2019 on common rules for the internal market for electricity, and as certified, approved and designated under the conditions laid down in Article 52 of that Directive.
Hour or H	Means the period of 60 (sixty) minutes based on French legal time beginning, for an hour X, at X:00:00 and ending at X:59:59.
Opening Time	Means the time indicated in the Invitation to Tender, from which a Qualified Purchaser can validly submit Bids for a Call for Tenders.
Closing Time	Means the deadline indicated in the Invitation to Tender after which the Bids of a Qualified Purchaser can no longer be validly submitted. For example, for a Call for Tenders ending at 2:30 p.m., Bids are admissible until 2:29:59 p.m.
Invitation to Tender	Means an email sent to the Authorised Persons of a Qualified Purchaser informing them of a forthcoming Call for Tenders.
Confidential Information	Means (i) the contractual whole consisting of the Framework Agreement, its appendices and the Transactions, and also (ii) the information exchanged between the Parties concerning the Calls for Tenders, the Bids submitted, the Transactions and/or their execution.
Business Day	Means all days of the week except Saturdays, Sundays and public holidays as defined in Article L 3133-1 of the French Labour Code.

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Gross Credit Limit	<p>Means the maximum permitted amount of exposure to the risk of non-performance of the obligations arising from the bids that Qualified Purchasers will issue.</p> <p>Where the counterparty does not benefit from an Approved Credit Rating, this limit is equal to the combined amount of the Affiliate Guarantees and/or Approved Financial Guarantees and/or cash deposits.</p> <p>Where the counterparty has an Approved Credit Rating, it will not have a Gross Credit Limit.</p>						
Net Credit Limit	<p>The Net Credit Limit is equal to the Gross Credit Limit minus the amounts of the Financial Guarantees required to cover the Purchaser's obligations with regard to its unexpired Transactions, i.e., not paid as of the Call for Tenders date.</p>						
User Manual	<p>Means the Electronic Sales Platform user manual, a document included in the Qualification Application.</p>						
Degraded Mode	<p>Means the cases referred to in Article 5.5 of the Tender Rules (Appendix A) where the Qualified Purchaser's access to the Platform is not operational.</p> <p>In that case, the Qualified Purchaser is authorised to submit its Bids in accordance with the terms and conditions set out in Article 5.5.2. Where applicable, the sending of the results email then constitutes the conclusion of the sale.</p>						
Month or M	<p>Means the period starting 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. (23:59:59).</p>						
MWh/MW	<p>Means MegaWatt hour/MegaWatt units.</p>						
Approved Credit Rating	<p>Means, for a Prospective Purchaser, a Qualified Purchaser, an Affiliate (providing an Affiliate Guarantee) or a bank (providing an Approved Guarantee), any of the following minimum credit ratings:</p> <table> <tr> <td>Moody's long-term</td><td>Baa3</td></tr> <tr> <td>Standard & Poor's Long Term</td><td>BBB-</td></tr> <tr> <td>Fitch's long-term</td><td>BBB-</td></tr> </table> <p>If the Prospective Purchaser or the Qualified Purchaser has been rated by two or more of these rating agencies, the rating utilised shall be the most recent of the ratings obtained.</p>	Moody's long-term	Baa3	Standard & Poor's Long Term	BBB-	Fitch's long-term	BBB-
Moody's long-term	Baa3						
Standard & Poor's Long Term	BBB-						
Fitch's long-term	BBB-						

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	<p>If no rating by these agencies is available for the Purchaser, EDF will assess by any means an equivalent, based in particular on the financial data communicated by the Purchaser.</p> <p>The Affiliate or the bank must meet the minimum rating criteria of at least two of these rating agencies.</p>
Parties	Means the Prospective Purchaser or the Qualified Purchaser and EDF.
Balance Perimeter	Means all of the extraction and injection data, the difference between which constitutes the subsequently observed Imbalance of the Balance Responsible Party. This data is taken from the Balance Responsible Party's prior attachment declarations, in accordance with the Rules.
Authorised Persons	<p>Means the individuals authorised by the Qualified Purchaser to submit Bids on its behalf on the Platform.</p> <p>After qualification, the Purchaser has an administrator account on the Platform which allows it to manage the authorisation of the persons to whom it wishes to give authority to submit its Bids.</p>
Electronic Sales Platform (the Platform)	<p>Means the platform selected by EDF to organise CFTs electronically and collect bids from Qualified Purchasers. The use of the Platform by the Purchaser requires obtaining an electronic signature certificate as specified in the Platform User Manual.</p> <p>The Platform can be accessed at the following address: https://www.edf-oa.fr/content/je-souhaite-acheter-lelectricite-des-oa</p>
Delivery Point	Means the Public Transmission System.
Block Exchange Scheduling (BES)	Means the declaration filed with RTE, by EDF and the Purchaser, when it is not a TSO, or its BRP, making it possible to determine that the blocks are extracted from the EDF Balance Perimeter specific to the POs and injected into that of the Purchaser or its BRP.
Product	<p>A Call for Tenders concerns standardised forward products commonly traded on the electricity exchanges, with a physical baseload delivery in the form of a constant 24/7 baseline power, and with a standardised delivery period (Year, Quarter, Month).</p> <p>On the Framework Agreement publication date, EDF will offer for sale the following products stemming from the PO through Calls for Tenders:</p>

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	<ul style="list-style-type: none"> - Calendar: annual for delivery periods covering the upcoming and following calendar years ("CAL N+1", "CAL N+2" and "CAL N+3"), - Quarter: covering the first quarter of the upcoming calendar year ("Q1 N+1") - and Month: for November and December of the current calendar year ("M11 N" and "M12 N"). <p>These Products will be offered for sale for minimum quantities of 1 MW for Calendar and Quarter products, and 5 MW for Month products.</p> <p>The list of products mentioned above is subject to change by public deliberation of the CRE. The list of products sold by EDF is updated on the website www.edf-oa.fr. Any marketing of new products shall not give rise to the publication of a new Framework Agreement.</p>
Publication of the Results	<p>Means the display of the results of the Call for Tenders, available on the Platform for each Qualified Purchaser having submitted Bids, within 20 (twenty) minutes of the Closing Time.</p> <p>The publication of the results constitutes the conclusion of the Transaction under the conditions defined in the Framework Agreement, except in cases of Degraded Mode.</p>
Tender Rules (TR)	<p>Appendix A to this Framework Agreement, available to all prospective purchasers on the website www.edf-oa.fr, and for Qualified Purchasers on the Platform.</p>
Rules	<p>Means the rules relating to the Scheduling, the Balancing Mechanism and the Balance Responsible Party system, as published on the RTE website (https://www.services-rte.com/fr/home.html).</p>
Public Transmission System (PTS)	<p>Means the public electricity transmission system defined, in particular, in the PTS specifications attached to the amendment to the Concession Agreement of 27 November 1958, between the French government and RTE, on 30 October 2008.</p>
Balance Responsible Party (BRP)	<p>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 undertake to compensate each other financially for the Imbalances subsequently observed in the Balance Perimeter.</p>
Settlement Risk	<p>Means the risk of non-payment by the Purchaser borne by EDF for the Products being delivered. The calculation of the amount of this risk is detailed in Appendix D of this Framework Agreement.</p>

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Opportunity Risk	Means the risk measuring the marginal exposure of concluded and undelivered Transactions in relation to the value of the market spot price. The calculation of the amount of this risk is detailed in Appendix D of this Framework Agreement.
RTE	Réseau de Transport d'Electricité, a public limited company, is the manager of the Public Transmission System (PTS) in France and carries out its tasks in accordance, in particular, with Articles L. 321-6 et seq. of the French Energy Code.
Termination Balance	The termination of a Transaction may confer a right to payment of a Termination Balance as defined in Article 17.3 of this Framework Agreement.
Transaction	<p>Means the sale of electricity resulting from the Publication of the Results on the Platform, in accordance with the conditions set out in the Framework Agreement. The Transactions are concluded in application of the Framework Agreement; they determine the Awarded Volumes for each Product of a bid, whether selected in full or in part, as well as the prices specific to each operation.</p> <p>The Publication of the Results constitutes the conclusion of the Transaction.</p> <p>Notification of the Transaction is sent to the Qualified Purchaser by email, without the sending of this email being a prerequisite for the sale to be validly constituted.</p>
VAT	Means Value Added Tax.
Awarded Volumes	Means the volumes of electricity won by the Purchaser at the conclusion of the Call for Tenders, and which comprise the subject of the Transaction.

Article 1. PURPOSE AND SCOPE OF THE CONTRACTUAL DOCUMENTS

The purpose of the Framework Agreement between EDF and the Purchaser is therefore to define the technical, commercial, financial and legal conditions governing the Transactions.

The documents constituting the Framework Agreement are, in hierarchical order in the event of contradiction:

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- These provisions
- Appendix A: Tender Rules
- Appendix B: EDF Contact Details
- Appendix C: Qualification Application
- Appendix D: Method of calculating exposure for the financial guarantee
- Appendix E: Financial Guarantee Models
- Appendix F: Example of REMIT reporting according to EDF SA's interpretation
- Appendix G: Model email notifying the results of a Call for Tenders
- Appendix H: Model letter waiving participation in EDF's Calls for Tenders for the sale of the almost certain component of production under a Purchase Obligation
- Appendix I: Model agreement for the assignment of one or more Transactions

In the event of any contradiction or difference between the documents constituting the agreement, each document shall prevail over the document(s) listed below it in the order in which they are shown above.

By signing the Framework Agreement, the Purchaser acknowledges that it is fully aware of all the documents constituting the agreement existing at the time of its signature.

Article 2. TRANSACTION CONTRACTUALISATION PROCESS

At the conclusion of each Call for Tenders, the results are published on the Platform, thereby informing each Purchaser of the Volumes per Product awarded to it at the price proposed in its Bid. The Publication of Results constitutes the conclusion of the Transaction. The Qualified Purchaser is also informed by email of the execution of the Transaction (products, volumes and prices).

In certain cases provided for in the Tender Rules, where the Qualified Purchaser's access to the Platform is not operational, the Qualified Purchaser can send its Bids by email, in accordance with the provisions of Article 5.5.2 of the Tender Rules, to the following address: doaat-clima-moa-pe-oa@edf.fr

When Volumes are Awarded, the corresponding Transactions are governed by this Framework Agreement.

A Transaction will expire on the date of the last payment of all amounts due.

Article 3. SCOPE AND TERM

The Framework Agreement is applicable to the Bids and Transactions relating to the CFTs in which the Qualified Purchaser participates, for as long as its qualification is valid or until the expiry of a period of one month after publication of a new Framework Agreement on the EDF website specific to the POs.

In all cases, the Framework Agreement shall remain applicable to Transactions for the entire duration of their implementation and for 2 months after the last day of delivery of the Awarded Volumes.

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The termination or expiry of the Framework Agreement shall not have any effect on the existence and validity of the Parties' rights and obligations specified as remaining in effect after the termination of the Framework Agreement (in particular, the confidentiality and ethics and compliance clauses).

Article 4. UPDATING THE PREQUALIFICATION APPLICATION

The Purchaser undertakes to notify EDF as soon as possible if there is any change to the information contained in the Qualification Application or in this Framework Agreement and its Appendices.

In particular, when there is a change to the Appendices the Purchaser undertakes to send the updated Appendix or Appendices signed by the Authorised Persons.

At any time upon request from EDF, should EDF have legitimate reasons to believe that the information is no longer up-to-date, the Qualified Purchaser undertakes to send EDF all documents provided in accordance with the Tender Rules, up-to-date as of the date of the request.

Article 5. CHANGES TO THE FRAMEWORK AGREEMENT OR TO THE TENDER RULES

The Framework Agreement model, including the Tender Rules, may be modified by EDF as of right at any time.

EDF will publish these changes on the website www.EDF-oa.fr and on the Platform.

EDF's publication of a new Framework Agreement model shall result in termination of the Framework Agreement under the conditions of Article 17.4, and shall lead to the signing of the new Framework Agreement by the Purchaser within one month of this publication in order to maintain its qualification.

The new Framework Agreement signed by the Parties shall apply to Transactions concluded as from its entry into force, i.e., one month after publication of the Framework Agreement model.

In addition, EDF undertakes to inform the Authorised Persons of the publication of a new Framework Agreement model or new Tender Rules according to the procedures set out in Article 15.

The Purchaser undertakes to consult the Platform regularly, in order to ensure that it is aware at all times of the latest version of the Tender Rules and the Framework Agreement model published.

Article 6. EXECUTION OF THE TRANSACTIONS

EDF will automatically carry out the physical delivery of all the Awarded Volumes. By submitting a Bid, the Purchaser expressly accepts the physical delivery of all subsequent Volume Awards for which it has made its bid(s), without prejudice to the possibility for EDF to accept only part of the Bid.

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The Purchaser is required to pay the invoice corresponding to each Transaction in accordance with Article 8.

Article 7. TAXES

7.1 Value Added Tax ("VAT")

The VAT applicable to each Transaction will be determined in accordance with the VAT territoriality rules. If VAT is due on the Transaction amounts, the Purchaser must pay an additional amount to EDF equal to the VAT at the applicable rate, provided that EDF supplies the Purchaser with an invoice that complies with the VAT territoriality rules and indicates this additional VAT amount.

For the purposes of applying the VAT rules, the Parties shall make the following declarations:

EDF's declarations:

EDF declares to the Purchaser that the establishment delivering the electricity as laid down in the Transaction, and its intra-community VAT number, are as follows:

- Direction Optimisation Amont Aval Trading EDF
Management de l'Energie – Obligation d'Achat
Cap Ampère – Bureau F02 124
1 Place Pleyel
93 282 Saint Denis CEDEX, France

EDF's VAT no. : FR 03552081317

EDF declares to the Purchaser that the above establishment constitutes the site where it has established the registered office of its economic activity for VAT purposes.

The Purchaser's declarations:

Appendix C.5 of the Qualification Application states the Purchaser's situation with regard to VAT on the date of signature.

7.1.1 Changes or errors in VAT declarations

Each Party must notify the other Party of any change that affects the accuracy or validity of the declaration made in accordance with the above provisions within fifteen (15) days following this change.

EDF has 5 business days from notification of the declaration to take it into account.

By default, before the change is taken into account, the declarations initially made shall apply to all Bids made by the Purchaser, if applicable under the conditions below.

When one of the Parties has made an incorrect or incomplete declaration or has not complied with the undertaking provided for above, or during the processing period, that Party must, upon request,

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indemnify that other Party for any VAT debt (as well as any related costs or penalties) assigned to it due to the electricity provided in accordance with the Transactions.

7.1.2 Other indirect taxes

All amounts provided for in the Agreement are exclusive of all indirect taxes other than value added tax (in particular, but not exclusively, all taxes on goods and services, consumption taxes and energy taxes, etc.). The treatment of Transactions with regard to these other indirect taxes will be determined in accordance with the applicable provisions in the State where these sales are taxable.

If EDF is required to collect any of these indirect taxes on the amounts owed by the Purchaser, the Purchaser shall pay EDF an additional amount equal to the tax due, provided that EDF supplies the Purchaser with any relevant documents (existing under the applicable legislation) relating to this tax.

7.2 Taxes due in the event of the end use of the electricity

7.2.1 Declaration by the Purchaser on the end use of the electricity

The Purchaser's situation with regard to taxes due in the event of the end use of the electricity is stated in Appendix C.5 of the Qualification Application.

By default, the declarations in Appendix C.5 shall apply to all Bids giving rise to the conclusion of Transactions. If the declaration needs to be amended, the Purchaser shall inform Electricité de France of this by returning the updated appendix no later than fifteen (15) days following this change.

7.2.2 Exemption certificates

If the Purchaser intends to consume or use all or part of the Awarded Volumes, it must provide EDF, at its request and where required by applicable legislation, with a valid certificate proving that the consumption site in question benefits from an exemption from taxes on the end use of the electricity.

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 becomes liable for a tax due in the event of the end use of the Awarded Volumes, EDF shall invoice the Purchaser, which must pay EDF, an additional amount equal to the tax applicable to the delivery of the corresponding Awarded Volumes, 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 the end use of the electricity has been invoiced, EDF shall refund the Purchaser the amount of such tax, once EDF has recovered this tax.

7.2.3 Indemnification for non-compliance

If a Party fails to comply with the obligations referred to in this article, it must indemnify the other Party for any debt relating to the tax due on the end use of the electricity (including any associated charges or penalties) that this other Party may have incurred for the Awarded Volumes.

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Article 8. INVOICING PROCEDURES

8.1 Invoicing

Each delivery month “m”, EDF will draw up an invoice comprising, for each Product awarded “i”, an amount “**M_im**” for the 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 on the Platform 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 on the Platform, expressed in €/MWh

Invoices will be issued no later than the 5th Business Day of the month following the month of delivery. The invoice will be issued digitally in accordance with the laws and regulations in force on the date the invoice is issued.

Any other amounts due will be invoiced separately.

8.2 Disputing the invoice

If the Purchaser, in good faith, disputes any amount appearing on the monthly invoice, and which must be paid to EDF:

- i. It must pay the full amount of the invoice, including the disputed amount(s), by the Payment Deadline at the latest;
- ii. It must notify EDF by registered letter with acknowledgement of receipt of the disputed amount and the reasons, duly supported, for the dispute;
- iii. EDF will, at the Purchaser's request, provide the supporting documents relating to the disputed amount;
- iv. The Parties will endeavour to resolve the dispute amicably.

Any refund of all or part of a disputed amount rendered payable as a result of the dispute resolution process will be the subject of a credit note. The refund will be made as soon as possible after the amicable resolution of the dispute. The Purchaser undertakes to provide valid bank details to enable EDF to make the refund. The refund will be made to the account specified by the Purchaser by bank transfer with no charge to the Purchaser.

If the Parties are unable to find an amicable solution to the disputed part of the invoice within 30 Days of EDF's receipt of the Purchaser's dispute notification, either Party may refer the matter to the competent court.

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Article 9. PAYMENT PROCEDURES

9.1 *Deadlines*

The Purchaser must pay EDF all the amounts due under the Transactions by the Payment Deadline, i.e., the tenth (10th) Business Day of the month following the physical delivery of the Awarded Volumes.

Payment must be made in euros to the account specified by EDF, by bank transfer (or direct debit when this mechanism is implemented) with no charge to the Purchaser.

EDF must pay the Purchaser the amounts that EDF may owe it under this Framework Agreement by the Payment Deadline.

It is specified that payment of a positive Termination Balance may only be made after full payment of the delivery made by EDF as set out in Article 17.3 of this Agreement.

Payment of the Termination Balance must be made in euros, to the account specified by the Purchaser in the Qualification Application, by bank transfer with no charge to the Purchaser.

9.2 *Late payment*

If full payment is not made by the due date, the amounts remaining due under a Transaction by one of the Parties shall, without the need for a prior formal notice or 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 in force on the day on which payment was due, increased by ten (10) percentage points. This penalty interest will be calculated and payable from the first Business Day following the Payment Deadline up to and including the date when the amounts due are actually paid.

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

Amounts due excl. tax x (ECB key rate + 10%) x (number of Days late/365).

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

In addition, in accordance with the provisions of Article L.441-10 of the French Commercial Code, in the event of late payment a flat-rate compensation to cover collection costs, set at €40 by Article D. 441-5 of the French Commercial Code, shall be added as of right to each invoice not paid on time. Should EDF incur collection costs greater than the amount provided for above, it may request additional compensation from the Purchaser, upon presentation of supporting documents.

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

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Article 10. DELIVERY

10.1 Balance Perimeters and Balance Responsible Parties

Deliveries will be made in accordance with the terms and conditions set out in section 2 of the Rules relating to the Scheduling, the Balancing Mechanism and the Balance Responsible Party system.

If the Purchaser changes Balance Responsible Party, it must inform EDF of any change of attachment by sending the update to Appendix C.4 within a minimum period of ten (10) Business Days before the change becomes effective. If the Purchaser is no longer able to receive the physical deliveries, it shall be financially liable for its Imbalances in accordance with Article L321-15 of the French Energy Code.

Except in the case where the Purchaser is the Transmission System Operator acting to offset its losses, EDF will have no obligation to deliver the Awarded Volumes until it has received confirmation from the Purchaser of the identification number of its Balance Responsible Party agreement or the designated Balance Responsible Party, together with validation of this number issued by RTE.

10.2 Delivery Schedule

The delivery schedule corresponds to the supply of the contracted volumes (the “**Delivery Schedule**”).

10.3 Delivery Terms & Conditions

Each month, at the latest on the 5th Business Day preceding the 1st day of the delivery period, EDF will communicate to the Purchaser and its designated Balance Responsible Party, if applicable, the volumes to be delivered before the following month.

If the Purchaser is not the Transmission System Operator acting to offset its losses, delivery will be made solely through BES, in accordance with the block exchange mechanism provided for in the Rules.

The energy purchased by the Purchaser must be part of the blocks indicated to RTE by the Purchaser's Balance Responsible Party in accordance with the Balance Responsible mechanism provided for in the Rules.

Pursuant to Article 17 of this Framework Agreement, if a Transaction is suspended or terminated, the Delivery Schedule will be suspended or terminated and EDF will inform the Purchaser, and its Balance Responsible Party if applicable, on the day after the suspension or cancellation that it will not deliver the remaining volumes of energy to be delivered under this cancelled Delivery Schedule.

10.4 Delivery problems

If the Purchaser is not the Transmission System Operator acting to offset its losses, in the event of a mismatch between the Block Exchange Schedules notified to RTE by EDF and by the Purchaser's Balance Responsible Party, the data used by RTE shall prevail.

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If the Purchaser is the Transmission System Operator acting to offset its losses, the Volumes shall be delivered without the need for a block exchange notification. The Volumes shall be deemed to be effectively delivered during the delivery period in accordance with the Delivery Schedule. Therefore, in accordance with the provisions of the Rules, this energy will be counted with extractions when calculating the EDF Balance Responsible Party's Imbalances specific to the POs.

Any costs resulting from this mismatch will be allocated as set out below.

In all events, if a change to the Rules renders the terms and conditions described below inoperative for the allocation 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 credit note will be issued for any indemnification, under the conditions set out in Articles 8 and 9 of this Framework Agreement.

10.5 Simultaneous errors by both Parties

If EDF and the Purchaser make an error simultaneously, the Parties shall meet, under the conditions set out in Article 21 of this Framework Agreement, in order to negotiate in good faith the resulting cost allocation key.

10.6 Error by one Party

10.6.1 Error by EDF

If, for one or more half-hourly or quarter-hourly intervals, EDF has nominated a Block Exchange Schedule to RTE that is greater than the Awarded Volumes (in MW) to be scheduled, no indemnification will be due between EDF and the Purchaser.

If, for these half-hourly or quarter-hourly intervals, EDF has nominated a Block Exchange Schedule to RTE that is lower than the Awarded Volumes (in MW) to be scheduled, or if there is no nomination or the direction of the nomination is reversed, EDF will indemnify the Purchaser.

The indemnification will be the product of:

- The energy resulting from the difference between the Block Exchange Schedule used by RTE and the Awarded Volumes (in MW) to be scheduled; and
- The price of the negative spreads published by RTE, if that price is positive.

10.6.2 Error by the Purchaser or its Balance Responsible Party

If, for these half-hourly or quarter-hourly intervals, the Purchaser or its Balance Responsible Party has nominated a Schedule to RTE that is greater than the Awarded Volumes (in MW) to be scheduled, no indemnification will be due between EDF and the Purchaser.

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If, for one or more half-hourly or quarter-hourly intervals, the Purchaser or its Balance Responsible Party has nominated a Schedule to RTE that is less than the Awarded Volumes (in MW) to be scheduled, the Purchaser will indemnify EDF.

The indemnification will be the product of:

- The energy resulting from the difference between the Schedule used by RTE and the Awarded Volumes (in MW) to be scheduled; and
- The price of the positive spreads published by RTE, if that price is negative.

In the latter case, by way of derogation from Article 8.1, the monthly invoice will be issued on the basis of the Volumes Awarded and published on the Platform.

Article 11. FINANCIAL GUARANTEE

11.1 The Purchaser's undertaking

Where applicable, pursuant to Article 4 of the Tender Rules, the Purchaser undertakes to provide EDF with and maintain in force, at all times during the entire duration of the Transactions, a Financial Guarantee that must cover the following risks at all times, according to the calculation method defined in Appendix D of this contract:

- Settlement Risk
 - Valid from one month before the start of delivery through to one month after the end date of the delivery having the latest expiry date, and for the entire duration of execution of the Transactions concluded (for an amount greater than or equal to the last guarantee amount notified to the Purchaser by EDF pursuant to the Tender Rules).
- Opportunity Risk:
 - Valid at all times with a maturity of at least two (2) months,
 - For an amount greater than or equal to the last guarantee amount notified to the Purchaser by EDF pursuant to the Tender Rules.

In addition, the Financial Guarantee may be called by EDF for:

- cases of Purchaser Default, as defined in article 17.1;
- non-payment of the Termination Balance, as defined in Article 17.3; and/or
- to cover the costs incurred by the management of cases of Purchaser Default.

The Financial Guarantee must, under any and all circumstances, comply with the guarantee models included in Appendix E to this Framework Agreement.

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11.2 Event affecting a Financial Guarantee

If the Purchaser or any Guarantor no longer benefits from an Approved Credit Rating, EDF may require the Purchaser, after giving it notice, to provide it, within fifteen (15) Business Days of said notice, with a new Guarantee complying with the criteria set out in the Tender Rules, in order to ensure the Purchaser's compliance with its obligations.

In other instances of an Event Affecting a Financial Guarantee, EDF may require the Purchaser, after notification, to provide it, within five (5) Business Days of said notification, with a new Guarantee complying with the criteria set out in the Tender Rules, in order to ensure the Purchaser's compliance with its obligations.

In all cases of suspension of this Agreement, the Purchaser's obligation to provide a Guarantee shall persist.

Any failure by the Purchaser to comply with this obligation will constitute a Default Event in accordance with Article 17.1 of this Framework Agreement. If the Purchaser fails to provide a compliant Financial Guarantee by the above deadline, EDF may commence the suspension or termination procedure provided for in Article 17: "Suspension - Termination".

Once the Purchaser has delivered a Financial Guarantee to EDF in accordance with Article 4 of the Tender Rules, EDF shall halt the suspension or termination procedure.

The expiry date of any Guarantee shall be the date on which all of the Purchaser's debts and obligations under the Transaction(s) entered into have been extinguished.

Article 12. LIABILITY

Each Party to the Agreement is liable for the performance of its obligations under the Transactions, without prejudice to the indemnification provided for under Article 9.2 and the Termination Balance referred to in Article 17.3, which constitute full discharge and for which no additional indemnification may be claimed by the injured Party under the event in question.

Without prejudice to the provisions of Article 17.3 of this Framework Agreement, neither Party will be liable to the other for indirect or non-material damage, losses or non-performance caused by a third party, or an event constituting a case of force majeure as defined in Article 13.

In all events, the Purchaser shall indemnify EDF for any action brought against it by a third party for compensation for any loss suffered by the third party due to the application of this Framework Agreement or the execution of the Transactions.

Article 13. FORCE MAJEURE

13.1 Force majeure events

A force majeure event means any event that is beyond the control of the defaulting Party; could not

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reasonably be foreseen when the agreement was entered into; the effects of which cannot be avoided by taking appropriate measures; and which prevents the performance of all or part of either Party's contractual obligations. The Parties agree that, in particular, the following circumstances will be deemed to be force majeure events:

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

13.2 Invocation and informing the other Party

The Party invoking the event of force majeure must notify the other Party as soon as possible and no later than 48 hours after the occurrence of the event. The Party invoking the force majeure event must provide proof of this within 15 business days of notification and, where possible, indicate the probable duration of the event and its impact on its contractual commitments.

The affected Party must also, for as long as the event lasts, keep the other Party regularly informed of the event's extent and probable duration. Additionally, 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 measures reasonably possible to continue the performance of the Agreement.

13.3 Exemption from contractual obligations

The Parties shall not incur any liability or be bound by any obligation to compensate the losses suffered by either party as a result of the non-performance or defective performance of all or part of their contractual obligations, when this 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 the obligation of confidentiality and the obligation to maintain the Financial Guarantee under the conditions of Article 11.1, will then be suspended throughout the duration of the force majeure event.

13.4 Termination if a force majeure event persists

If a force majeure event persists for more than thirty (30) consecutive Business Days, either Party may terminate the Transactions affected by the force majeure event by sending a registered letter with acknowledgement of receipt, with the other Party having no right to indemnification.

Termination will take effect at the end of a period of eight (8) Business Days from the date said letter is received, as evidenced by the date indicated on the acknowledgement of receipt. A termination invoice will be issued in accordance with the terms of Article 17.3 of this Framework Agreement.

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Article 14. ASSIGNMENT OF TRANSACTIONS

Except as provided below, neither Party may in any way assign or transfer its rights and obligations under one or more Transactions to a third party.

14.1 Assignment of Transactions concluded

The Purchaser (in this case referred to as the "**Assignor**") may assign one or more Transactions to any third party (the "**Assignee**") with EDF's prior written consent.

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

- The Assignee undertakes to designate a Balance Responsible Party for the entire delivery period;
- The Assignee is duly qualified;
- The Assignee and the Assignor have provided EDF with an agreement for the assignment of the Transactions relating to all or part of the Awarded Volumes, duly completed and signed by the Assignee and the Assignor, a model of which is included in Appendix I to this Framework Agreement.

In the case of a partial assignment of the Transactions, all payment and delivery terms set out in this Framework Agreement shall continue to apply:

- between EDF and the Assignor, for the non-assigned Transactions, and
- between EDF and the Assignee, for the assigned portion of the Transactions.

The assignment will be effective on the date indicated by EDF in the signed agreement for the Transaction assignment, it being understood that EDF will sign this assignment agreement, duly completed, within a reasonable period of time after receipt.

As of the effective date of the assignment of the Transactions, the Assignee shall execute said Transactions as if it had been originally bound by the terms of this Framework Agreement.

14.2 Assignment of concluded Transactions by EDF

EDF may transfer all its rights and obligations arising from one or more Transactions in the event of an internal reorganisation or a transfer to a third party of the activity relating to the purchase obligation, subject to simple notification of the Purchaser. No additional fees or costs may be charged to the Purchaser. This assignment entails as of right a novation of the Framework Agreement by substitution of one of the Parties.

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Article 15. FORM OF NOTIFICATIONS AND COMMUNICATIONS

The addresses used for all communications between EDF and the Purchaser will be provided, and updated if necessary, by sending an update to Appendix C.2 of the Qualification Application for the Purchaser, and to Appendix B of this Framework Agreement for EDF.

Any notification of a decision, any submission of a document by one of the Parties which must be duly dated, or any formal notice shall be made by one of the following means:

- by registered letter with acknowledgement of receipt;
- by direct delivery confirmed by a receipt or the signature of the authorised representative of the Party concerned;
- transmission by email with acknowledgement of receipt, except where formal notice by registered letter with acknowledgement of receipt is explicitly required.

The date indicated on the acknowledgement of receipt or the receipt shall be taken as the date of notification of the decision or of submission of the document. This Article shall be without prejudice to the rules on the notification of judgements. The Purchaser undertakes to notify EDF of any change to this information by sending the update of the appendix concerned according to the terms and conditions provided for in Article 4 of the Framework Agreement. EDF undertakes to take these changes into account within a reasonable period of time.

All documents and correspondence will be written in French.

Article 16. CONFIDENTIALITY - REMIT

16.1 General provisions

All information exchanged between the Parties concerning the conclusion and performance of the Framework Agreement, its Appendices and the Transactions is confidential.

Without prejudice to any legal or regulatory provisions, the Party receiving confidential information may not use it other than in the conclusion and performance of the Framework Agreement, its Appendices and Transactions, and may not disclose it to a third party without the other Party's express prior written consent.

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

The Parties shall take all necessary measures, in particular contractual measures, with regard to their employees, subcontractors and any individuals or legal entities they mandate to participate in Calls for Tenders and for the conclusion of Transactions, to ensure that they respect the confidentiality of the information they may become aware of in the context of the execution thereof.

Each Party shall notify the other Party in writing as soon as possible of any breach or suspected breach of the obligations arising from this article, and shall take all necessary measures to mitigate the effects thereof.

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16.2 Exceptions

Confidentiality obligations do not apply in the following cases:

- a) The receiving Party provides proof that the confidential information in question was already in its possession or available to the public at the time of its disclosure;
- 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 Financial Guarantee of the Party concerned, and provided that the bank, financial institution or credit rating agency in question has undertaken to said Party to treat the confidential information as confidential with regard to the other Party, in terms identical to those of this article;
- c) The confidential information is transmitted to RTE and each Party's Balance Responsible Party strictly for the purposes of executing the Transactions;
- d) The information is required by any competent administrative authority, national or Community court or, in general, if they have a legal obligation to do so, in particular under Regulation (EU) 1227/2011 of 25 October 2011 on wholesale energy market integrity and transparency (REMIT) as amended by Regulation (EU) 2024/1106 of 11 April 2024. In that case, the Party concerned shall ensure that disclosure is limited to the information that is strictly necessary.

If a Party is required to disclose Information under the above paragraphs, it must, to the fullest extent permitted by law, inform the other Party of this in writing without delay, in order to enable the latter to take any appropriate action.

The Parties undertake to comply with this confidentiality undertaking for 2 years following the last delivery in execution of a Transaction.

16.3 REMIT

Each Party is responsible for complying with its legal and regulatory obligations under the REMIT Regulation and the related implementing texts.

In particular, the Purchaser undertakes to transmit to ACER, in accordance with the REMIT Regulation and the related implementing texts, the data relating to the Transactions it has concluded pursuant to this Framework Agreement. To make these declarations, the Purchaser will use the bid identification code provided by EDF on the Platform at the time of the Publication of the Results and communicated in the notification email for each Transaction.

If the Purchaser considers that it is not required to transmit this information to ACER, it undertakes to inform EDF of this in good time, and at least 5 days before any participation in a CFT in accordance with this Agreement, and to provide EDF with any proof of its lack of an obligation to transmit the data to ACER. In the absence of such proof, EDF shall transmit to ACER the data relating to the transactions concluded.

In all events, the Purchaser will be liable for the harmful consequences of an incorrect application, through its fault, of the REMIT provisions and its implementing texts. Therefore, the Purchaser will indemnify EDF for any recourse or claim and for any harmful consequences that EDF may suffer due to an incorrect application of the REMIT Regulation and its implementing texts.

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Article 17. SUSPENSION - TERMINATION

17.1 Default Events

Execution of a Transaction may be suspended and/or the Transaction may be terminated as of right if, for one of the Parties (the “**Defaulting Party**”), one of the following Default Events occurs:

- a) the Purchaser's inability to receive the physical volumes in accordance with Article 10,
- b) any representation or Guarantee made or deemed to be made by the Purchaser proves to have been incorrect or fraudulent at the time it was made or deemed to be made,
- c) the Defaulting Party's failure to pay any amount due under one or more Transactions where such failure has not been remedied no later than the 5th (fifth) Business Day following the Payment Deadline,
- d) the Defaulting Party's material or repeated breach of a contractual obligation,
- e) a declaration or information in the Qualification Application drawn up or communicated by the Purchaser proves to have been incorrect or fraudulent at the time it was drawn up or deemed to have been drawn up,
- f) the Purchaser's failure to comply with any one of its obligations referred to in Article 11, and in particular its failure to update the Financial Guarantee as required by Article 4 of the Tender Rules,
- g) any material change affecting the Purchaser, in particular a merger, demerger, partial contribution of assets or change of control of the Purchaser,
- h) court-ordered receivership, in accordance with the legal and regulatory provisions in force,
- i) loss of the Purchaser's ACER identification pursuant to the REMIT Regulation,
- j) the Purchaser's breach of any one of its obligations referred to in Article 2.4 of the Tender Rules relating to the ethics and compliance clause.

17.2 Suspension of the execution of Transactions

If one of the Parties is affected by a Default Event, the execution of Transactions may be suspended at the initiative of the non-defaulting Party, provided it informs the Defaulting Party of this by registered letter with acknowledgement of receipt. The suspension shall take effect five (5) Business Days from the date of dispatch of said letter, as evidenced by the postmark date, unless the reason for the suspension request reported to the non-defaulting Party within this period ceases to apply.

Unless otherwise stipulated, the suspension of Transactions automatically results in the Delivery Schedule being halted until the cause of the suspension has been remedied. In addition, Suspension of the execution of Transactions will automatically entail suspension of the Purchaser's qualification, and the Purchaser will therefore not be able to participate in the various calls for tenders for the duration of the suspension.

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The suspension of Transactions entails the obligation for the Purchaser to pay for all the electricity delivered prior to the suspension of the Transactions concerned.

If delivery is suspended due to a Default Event, the Defaulting Party shall bear all the costs necessary to resume deliveries at the end of the suspension period.

If a suspension due to a Default Event affecting the Purchaser results in the non-delivery of energy, EDF will invoice the Purchaser for the amount corresponding to the product of the Awarded Volumes not delivered, and the difference between the market price of the product in question at the time of the default and the prices contracted at the time of the various Transactions.

If the market price at the time of the default is greater than the price set at the time of the Transaction, the Purchaser cannot claim any amount.

17.3 Termination of one or more Transactions

A non-defaulting Party may request the termination of one or more Transactions if one of the Default Events listed in Article 17.1 occurs.

If a Default Event occurs, the Non-Defaulting Party will give the Defaulting Party notice to remedy it within a specified period of time, by registered letter with acknowledgement of receipt. This period may not be less than fifteen (15) Business Days after the date of dispatch of said letter, as evidenced by the postmark date. If the Defaulting Party fails to comply with this formal notice, the Delivery Schedule shall be automatically suspended, the non-defaulting Party will give the Defaulting Party notice of the termination by registered letter with acknowledgement of receipt, and the termination will take effect seven (7) Business Days after the date of dispatch of said registered letter, as evidenced by the postmark date, hereinafter referred to as the "**Termination Date**".

The termination letter must specify whether it concerns one or more Transactions (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 and subject to payment of the Termination Balance defined below, they will no longer be required to make any other payments or deliveries in respect of the Transactions concerned.

Termination of one or more Transactions cancels their Delivery Schedules as of the Termination Date.

In application of this Framework Agreement, i) EDF must be paid for all deliveries that have been made, ii) termination of a Transaction may confer a right to payment of a Termination Balance determined by the Parties as follows.

The Termination Balance equals the product of the contracted energy ("Ec", expressed in MWh) minus the energy already delivered ("El", expressed in MWh), and the price difference between the market price when the terminated Product in question was terminated ("Pr", expressed in €/MWh) and the unit price set when the Transaction was concluded ("Pc", expressed in €/MWh):

$$Termination\ Balance = \sum_{i=1}^N [(Ec_i - El_i) * (Pr_i - Pc_i)]$$

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Where N is the number of terminated contracted products being quoted or delivered.

- For a product being quoted:

In this case, E_i is equal to zero and the market price at the time of termination equals the closing price of the product listed on EEX French Power Market Derivatives on the Termination Date.

- For a product being delivered:

In this case, E_i is strictly greater than zero and the market price at the time of termination equals the reconstitution of the closing price of the product, being the hourly weighted average of products quoted on EEX French Power Market Derivatives covering the period of the Transaction not yet expired as of the Termination Date.

For example, the termination of delivery of an annual product taking effect on 1st May means EDF will take into account the monthly May and June products as well as the quarterly products (Quarter3 and Quarter4).

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.

17.4 Termination of the Framework Agreement

As the Framework Agreement is concluded for an indefinite period, each Party is free to terminate it at its convenience and without giving reasons.

The Parties undertake to observe a notice period of one month from the date of notification of termination to the end of the Framework Agreement.

Transactions that have been placed must be executed, failing which the conditions of Article 17.3 shall apply.

Termination of the Framework Agreement by a Qualified Purchaser will also result in the Purchaser losing its qualification.

Article 18. PROTECTION OF PERSONAL DATA

In accordance with Regulation (EU) 2016/679, known as the General Data Protection Regulation (GDPR), and French Law No. 78-17 of 6 January 1978 on data processing, files and freedoms (Data Protection Law), as amended, personal data concerning the Purchaser will be collected in the framework of the Qualification Application and processed by EDF for the following purposes:

- Qualification of Purchasers
- Participation in Calls for Tenders
- Conclusion and Execution of energy sales (Transactions)



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This processing is the subject of an entry in EDF's register of processing activities. Your data may be communicated to the Commission de Régulation de l'Energie (CRE), the operator of the Platform, and the statutory auditors in the framework of activity regulated by the CRE.

The legal basis for the processing is the Framework Agreement.

The data collected (first and last name, telephone number and email address) will be retained throughout the Purchaser's qualification and the execution of the Framework Agreement, and for 6 months after the end of the Framework Agreement signed with EDF, or for 6 months after the request to withdraw if the Framework Agreement was not signed after the Qualification Application was submitted.

In accordance with the personal data regulations, the Authorised Persons have a right of access, rectification, objection and erasure, which they may exercise by submitting a written request to:

EDF SA – DOAAT – Clients & Marchés
1, place Pleyel
Cap Ampère – Les Patios
93 282 Saint Denis Cedex - France

If the Purchaser asks to withdraw from the CFT system, the personal data of the Authorised Persons will be purged from databases of EDF and its service providers within six (6) months from the end of performance of the last agreement signed with EDF, or 6 months from the request for withdrawal if no agreement has been signed.

For any questions about the processing of your data, you can contact the Data Protection Officer (DPO) appointed by EDF SA by email at informatique-et-libertes@EDF.fr, or by letter to: 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, 92050 Paris La Défense CEDEX, France.

Article 19. APPLICABLE LAW

This Framework Agreement, its Appendices and the Transactions shall be construed and governed in accordance with French law.

Article 20. LANGUAGE OF THE AGREEMENT

Notwithstanding any translation that may be made, whether signed or not, the language that shall prevail for the validity, interpretation, performance, end or termination of the Framework Agreement, its Appendices and the Transactions is French. In particular, the documents relating to the Qualification Application must be written in French or, where applicable, accompanied by a French translation.

All exchanges between the Parties shall be in French.

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Article 21. DISPUTE RESOLUTION

In the event of a dispute regarding the validity, interpretation, performance, end or termination of the Framework Agreement, its Appendices and the Transactions, the first Party to act shall notify the other Party by registered letter with acknowledgement of receipt in order to attempt to reach an amicable settlement, specifying the reference of the Bid(s) or Transaction(s) concerned and the subject of the dispute, and proposing a meeting in order to settle the dispute amicably.

Minutes of the aforementioned meeting must be taken, and duly dated and signed by the Parties, the date of this meeting being the start of the negotiations.

If an amicable settlement is not reached within 30 Days of the start of negotiations, or a later date if the Parties agree to an extension, either Party may refer the matter to the Commercial Court of Paris, the sole court having jurisdiction.

Article 22. LEGAL COMPLIANCE

If a stipulation of the Framework Agreement proves to be or becomes incompatible with a national or international legal or regulatory provision, or if such a provision would create 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 this stipulation so that it is compatible with the law, or what steps should be taken with regard to the Transactions and/or the Framework Agreement, while endeavouring as far as possible not to alter the balance, and more generally the spirit, that formed the basis of the stipulation to be amended.

If the Parties enter into negotiations to revise a Transaction and/or this Framework Agreement, said Transaction and/or Framework Agreement shall remain in effect throughout these negotiations.

Signature of the Parties

EDF OA:
By Fabrice Noilhan
Customers and Markets Director

Signed in: on:



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The Purchaser [.....]:

By

Position:

Signed in: on:

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