

CONFIRMATION OF A 2-WAY CONTRACT FOR DIFFERENCE (CFD) CONTRACT

Date: [●]
 From: Electricity Supply Board (“ESB”)
 To: [●] (“COUNTERPARTY”)
 Attention: [●]
 eMail: [●]
 Broker (if any): None
 ESB Contract No. (if any): [●]
 UTI: [●]

| | |
|-----|---|
| [] | Baseload – For Settlement Periods at the Notional Contract Quantity arising in all hours |
| [] | Mid-Merit – For Settlement Periods at the Notional Contract Quantity during the hours beginning at 07:00 and ending at 23:00 on Business Days and at 80% of the Notional Contract Quantity on non-Business Days |
| [] | Mid-Merit 2 – For Settlement Periods at the Notional Contract Quantity during the hours beginning at 07:00 and ending at 19:00 on weekdays |

The purpose of this document (this “Confirmation”) is to confirm the terms and conditions of the Transaction entered into between each of ESB and [COUNTERPARTY] on the Trade Date specified below (the “Transaction”). This communication constitutes a “Confirmation” as referred to in the Agreement specified below.

This Confirmation supplements, forms a part of and is subject to the Contract for Difference (being a PSO-Supported Contract) Financial Energy Master Agreement (entered into between the Parties dated DDMMYYYY (as amended and supplemented from time to time, the “Agreement”).

In the event of any inconsistency between the provisions of the Agreement and this Confirmation, this Confirmation will prevail for the purposes of this Transaction.

Terms

The particular Transaction to which this Confirmation relates is a Contract for Difference the terms of which are as follows:

Trade Date: DDMMYYYY
 Effective Time: DDMMYYYY HH:MM
 Expiration Time: DDMMYYYY HH:MM
 Notional Quantity: XXX MW
 Calculation Period: Hour
 Total Notional Quantity: XXX MWh
 Commodity: Irish Electricity
 Calculation Period: Each full hour in the period between Effective Time and Expiration Time (inclusive)
 Settlement Period: Each calendar month in the period between Effective Time and Expiration Time (inclusive)
 Payment Date: Any Business Day falling on or before the twelfth (12) day immediately following each Settlement Period

Contractual Currency: [EUR][GBP]

Fixed Price Payer: COUNTERPARTY

Fixed Price: XXX [EUR][GBP] per MWh

Floating Price Payer: ESB

Commodity Reference Price applicable to the Floating Price Payer: [The price for that Settlement Period will be that hour's System Price (SEMOPx DA Hourly Index), stated in EUR per MWh, as determined by the Floating Price Source and published by it under the heading "XXX" on the website EPEX] ¹

Floating Price Source: EPEX (or its successor)

Special Provisions deemed incorporated in a Schedule to the Agreement:

1. Notices and Communications.

| | |
|---|---|
| Address for notices and communications to Party A:- | |
| Postal Address: | ESB |
| | Two Gateway East Wall Rd. Dublin 3, Ireland D03 A995 |
| Attn.: | Back Office Commodities Manager - Marie Connolly |
| Email: | ETR_Settlement@esb.ie |

2. Additional Termination Event

An Additional Termination Event shall occur in respect of the Transaction identified in this Confirmation if the other Transaction (as set out in the corresponding Contract for Difference Commodity Call Option Contract No. XXXXXX) terminates for any reason whatsoever with both Transactions being Affected Transactions and [ESB] being the Affected Party.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us before 12.00 noon no later than two (2) Business Days from trade conclusion to email: ETR_Settlement@esb.ie (for the attention of Back Office Commodities).

An initial invoice will be issued on or around the 7th Business Day of every calendar month for the relevant Settlement Period with payment due on or before the 12th Business Day. Payee shall notify the payer if the due date falls on a banking holiday in receiving bank's country, failing which payment shall be made on the next working day at no cost or consequence to payer.

This Confirmation supersedes and replaces all documents earlier prepared for the purpose of evidencing the Transaction.

Duly signed and delivered.

Electricity Supply Board [XXX]

Per: Name: Title: Per: Name: Title:

¹ Pending SEMOPx advisement for ISEM "Go-Live"

CONFIRMATION OF A CONTRACT FOR DIFFERENCE COMMODITY CALL OPTION

Date: [●]
 From: Electricity Supply Board “ESB”
 To: [●] Counterparty (“COUNTERPARTY”)
 Attention: [●]
 eMail: [●]
 Broker (if any): None
 ESB Contract No. (if any): [●]
 UTI: [●]

The purpose of this document (this “Confirmation”) is to confirm the terms and conditions of the Transaction entered into between each of ESB and [COUNTERPARTY] on the Trade Date specified below (the “Transaction”). This communication constitutes a “Confirmation” as referred to in the Agreement specified below.

This Confirmation supplements, forms a part of and is subject to the Contract for Difference (being a PSO-Supported Contract) Financial Energy Master Agreement entered into between the Parties dated DDMMYYYY (as amended and supplemented from time to time, the “Agreement”).

In the event of any inconsistency between the provisions of the Agreement and this Confirmation, this Confirmation will prevail for the purposes of this Transaction.

General Terms

| | |
|---------------------------|--|
| Trade Date: | DDMMYYYY |
| Effective Time: | DDMMYYYY HH:MM |
| Expiration Time: | DDMMYYYY HH:MM |
| Commodity Option Buyer | [ESB] |
| Commodity Option Seller | [COUNTERPARTY] |
| Option Type: | Call |
| Option Style: | European |
| Strike Price | RO Index Price Source expressed in Euros per MWh as published by The Commission for Regulated Utilities (“CRU”) on website “XXX” ² |
| Contractual Currency | EUR |
| Commodity | Irish Electricity |
| Commodity Reference Price | [The price for that Settlement Period will be that hour’s System Price (SEMOpX DA Hourly Index), stated in EUR per MWh, as determined by the Floating Price Source and |

² RO Strike Price, as defined in the I-SEM Trading & Settlement Code: “PSTRm – The Strike Price in a Month, m, used for the calculation of Difference Charges and Difference Payments as published by SEMOpX”

| | |
|--|--|
| | published by it under the heading “XXX” on the website EPEX] ³ |
| Floating Price Source | EPEX (or its successor) |
| Calculation Periods | Each full hour in the period between Effective Time and Expiration Time (inclusive) |
| Notional Quantity per Calculation Period | The amount “XXX” in MWh calculated for each respective Calculation Period |
| Automatic Exercise | Applicable |
| Cash Settlement | Applicable |
| Calculation Date | With respect to Settlement Period, the date on or before the seventh (7 th) Business Day immediately following the last day of such Calculation Period |
| Business Day | Any day on which commercial banks are open for business where the parties’ respective accounts are located (as specified in the Schedule) |
| Settlement Period | Each calendar month in the period between the Effective Time and the Expiration Time (inclusive) |
| Settlement Date | Any Business Day falling on or before the twelfth (12 th) day immediately following each Settlement Period |
| Calculation Agent | ESB |

Special Provisions deemed incorporated in a Schedule to the Agreement:

1. Notices and Communications.

| | |
|---|--|
| Address for notices and communications to Party A:- | |
| Postal Address: | ESB Two Gateway East Wall Rd. Dublin 3, Ireland D03 A995 |
| Attn.: | Back Office Commodities Manager - Marie Connolly |
| Email: | ETR_Settlement@esb.ie |

2. Additional Termination Event

An Additional Termination Event shall occur in respect of the Transaction identified in this Confirmation if the other Transaction (as set out in the corresponding Contract for Difference Commodity Call Option Contract No. XXXXXX) terminates for any reason whatsoever with both Transactions being Affected Transactions and [ESB] being the Affected Party.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us within two (2) Business Days from trade conclusion to email: ETR_Settlement.esb.ie (for the attention of Settlements); or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms.

³ Pending SEMOpX advisement for ISEM “Go-Live”.



An invoice will be issued on or around the 7th Business Day of every calendar month with payment due on or before the 12th Business Day. Payee shall notify the payer if the due date falls on a banking holiday in receiving bank's country, failing which payment shall be made on the next working day at no cost or consequence to payer.

This Confirmation supersedes and replaces all documents earlier prepared for the purpose of evidencing the Transaction.

Duly signed and delivered.

Electricity Supply Board

[XXX]

Per:

Name:

Title:

Per:

Name:

Title:

