

ADHERENCE FORM

TO BECOME A PARTY TO THE INTERIM NEMO COOPERATION AGREEMENT

This adherence form (hereinafter Adherence Form) is made on 5 March 2019 by

NASDAQ OSLO ASA, a company incorporated and existing under the laws of the Kingdom of Norway with company number 965 662 952 whose registered office address is at Karenslyst Allé 53, 0279, Oslo, Norway (hereafter called the “**Adhering Party**”),

towards:

1. **BSP Energy Exchange LLC**, a company duly organised under the laws of the Republic of Slovenia, having its registered office in Ljubljana, Dunajska cesta 156, Slovenia, registered at the District Court of Ljubljana under the registration number 3327124000 and VAT n° SI37748661 (“**BSP**”);
2. **Croatian Power Exchange Ltd.**, a company incorporated and existing under the laws of the Republic of Croatia, with the enterprise number HR14645347149, address Ulica grada Vukovara 284, HR-10000 Zagreb, Croatia (“**CROPEX**”);
3. **EirGrid plc**, a public limited company incorporated under the laws of the Republic of Ireland, with registered office at The Oval, 160 Shelbourne Road, Dublin 4, Ireland (“**EirGrid**”);
4. **European Market Coupling Operator AS**, formerly Nord Pool AS, a company incorporated and existing under the laws of the Kingdom of Norway with company number 984 058 098, having its registered office at Vollsveien 17B, 1366 Lysaker, Norway (“**EMCO**”);
5. **EPEX SPOT SE**, a European Company (Societas Europae) incorporated under the laws of the French Republic, with its registered office at 5 boulevard Montmartre, 75002 Paris, France, and registered with the commercial register in Paris under the number 508 010 501 (“**EPEX**”);
6. **EXAA Abwicklungsstelle für Energieprodukte AG**, a stock corporation incorporated and existing under the laws of the Republic of Austria, having its registered offices at Alserbachstraße 14-16, 1090 Vienna, Austria, registered with the commercial register in Vienna under FN 210730y and VAT n° ATU52153208 (“**EXAA**”);
7. **Gestore dei Mercati Energetici S.p.A.**, a company duly organised and existing under the laws of the Italian Republic, with registered office at Viale Maresciallo Pilsudski, 122-124, 00197, Rome, Italy, registered with the Companies Register of Rome under number RM 953866, Italian tax code and VAT 06208031002 (“**GME**”);

8. **Hellenic Energy Exchange S.A.** a company duly organized and existing under the laws of Greece, with V.A.T. number 801001623, with registered office at 110, Athinon Avenue, 10442, Athens, Greece, registered in the commercial register at General Commercial Registry under number 146698601000, ("**HEnEx**");
9. **HUPX Hungarian Power Exchange Company Limited by Shares**, a company duly organised and existing under the laws of Hungary, with registered office in 1134 Budapest, Devai u. 26-28, Hungary, and registered under the company registration number 01-10-045666, VAT n° HU13967808 ("**HUPX**");
10. **Independent Bulgarian Energy Exchange EAD**, a company incorporated and existing under the laws of the Republic of Bulgaria, with the enterprise number 202880940, address: 19 Dondukov Boulevard, Sofia 1000, Bulgaria ("**IBEX**");
11. **OKTE, a.s.**, a company duly organised and existing under the laws of Slovak republic, with registered office in Mlynské nivy 48, 821 09 Bratislava, Slovakia, registered with the District Court Bratislava I, Section Sa, File No. 5087/B under the number 45 687 862, VAT n° SK2023089728 ("**OKTE**");
12. **OMI Polo Español S.A.**, a company incorporated and existing under the laws of the Kingdom Spain, having its registered office at Alfonso XI n° 6, 4th floor, 28014 Madrid, Spain, and with the commercial register in Madrid under Section 8, Sheet: 506799 ("**OMIE**");
13. **Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" SA**, a company duly organised and existing under the laws of Romania, with registered office in Bucharest, 16-18 Hristo Botev Bld., 3rd District, Romania, registered with the Bucharest Trade Register Office under the number J40/7542/2000, VAT n° 13278352 ("**OPCOM**");
14. **OTE, a.s.**, a company organised and existing under the laws of the Czech Republic, having its registered office at Sokolovská 192/79, 186 00 Prague 8, Czech Republic, and registered with the Commercial Register at the Prague Municipal Court in section B, file 7260, under number 26463318 and VAT n° CZ26463318, OTE's contract number: 4/16, ("**OTE**");
15. **SONI Limited**, a company incorporated in Northern Ireland with registered number NI 38715 and registered office at Castlereagh House, 12 Manse Road, Belfast, BT6 9RT, United Kingdom ("**SONI**"); and

16. **Towarowa Giełda Energii SA**, a company duly organised and existing under the laws of the Republic of Poland, with registered office at ul. Książęca 4, 00-498 Warszawa, Poland, registered with National Court Register under number 0000030144 and VAT no PL5272266714 ("**TGE**"),

hereinafter individually referred to also as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. On the 3rd of March 2016, APX Commodities, APX Power, Belpex, BSP, CROPEX, EirGrid, EPEX, EXAA, GME, HUPX, IBEX, LAGIE, NP, OKTE, OMIE, OPCOM, OTE, SONI and TGE have entered into the Interim NEMO Cooperation Agreement on 3rd March 2016 and on 27 February 2017 the Agreement was amended and restated according to the terms of the First Amendment to the Interim NEMO Cooperation Agreement (the "**First Amendment**").
- B. The Interim NEMO Cooperation Agreement as amended and restated by the First Amendment shall for the purposes of this Adherence Form be referred to as the "**INCA**".
- C. On 9 January 2019, the Adhering Party has expressed to the Parties its wish to adhere to the INCA.
- D. On 24 January 2019, the Secretary of the Committee provided the Adhering Party with a copy of the INCA.
- E. According to Article 10.2 of the INCA, all Parties accept the adherence to the INCA of the Adhering Party provided that it has duly executed this Adherence Form which is substantially similar to the template provided under Annex II to the INCA.
- F. The Parties are currently negotiating the successor agreement to the INCA to be known as the All NEMO Cooperation Agreement (the "**ANCA**"). At the date hereof, it is expected that the ANCA will be executed on or before 31 March 2019 at which point it will replace the INCA.

NOW THEREFORE THE ADHERING PARTY AGREES AND COMMITS TOWARDS THE PARTIES AS FOLLOWS:

1. Adherence to the INCA

- 1.1 The Adhering Party agrees to adhere to the INCA accepting all the terms and conditions thereby provided, with no exclusion whatsoever.
- 1.2 Pursuant to Article 10 of the INCA, it is understood that the Parties shall be deemed to have agreed to the adherence of the Adhering Party following the execution of this Adherence Form by the Adhering Party.
- 1.3 Upon signature of this Adherence Form, the Adhering Party declares to be fully aware of all obligations of the INCA having received from the Parties full and complete access to the relevant documentation

2. Entry into force and termination

- 2.1 This Adherence Form shall enter into force on 5 March 2019 when all the Parties have received the signed Adherence Form by electronic mail to the e-mail addresses listed in Attachment 1. An original hard copy of this Adherence Form duly signed by the Adhering Party shall be sent to each of the Parties for record purposes.
- 2.2 This Adherence Form is entered into for the duration of the INCA as set forth under Article 12.2 of the INCA. For the avoidance of any doubt, should the INCA be earlier terminated, this Adherence Form shall be terminated accordingly.

3. Cost sharing

- 3.1 [REDACTED]

4. Miscellaneous

- 4.1 Capitalised terms used in this Adherence Form, shall, unless otherwise defined herein, shall have the meaning attributed to them in the INCA.
- 4.2 No provision of this Adherence Form shall be interpreted adversely against a Party solely because that Party was responsible for drafting that particular provision.

- 4.3** Any change to this Adherence Form can only be validly agreed upon in writing, duly signed by the legal representative of the Adhering Party and of all the Parties.
- 4.4** If one or more of the provisions of this Adherence Form is declared to be invalid, illegal or unenforceable in any respect under any applicable rule of law or public policy, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected and these provisions shall remain in full force and effect as long as the economic or legal substance of this Adherence Form is not affected in any material manner adverse to any Party. In such event, the Adhering Party and of all the Parties shall immediately and in good faith negotiate a legally valid replacement provision with the same economic effect.
- 4.5** The Parties agree that the working language for all notifications and for all matters relating to this Adherence Form shall be English, to the extent compatible with the applicable provisions of mandatory law, if any. Any capitalised term used in this Adherence Form and not otherwise defined herein shall have the same meaning given to it in the INCA.
- 4.6** In case of contradiction or discrepancy between this Adherence Form and the INCA and/or any of its respective Annexes or attachments, the precedence shall be
1. Main text of the INCA;
 2. Annexes to the INCA;
 3. Attachments to the INCA
 4. Main body of this Adherence Form.
- 4.7** The Adhering Party may not assign or transfer this Adherence Form, partially or as a whole.
- 4.8** The present Adherence Form is governed by and construed with Belgian laws without regard to the conflict of laws principles of it.
- 4.9** Any dispute arising out of or in connection with this Adherence Form shall be settled in accordance with Article 16 of the INCA.
- 4.10** The Attachment 1 ("**Contacts**") is an integral part of the Adherence Form.
- 4.11** The Parties are aware of the fact that OTE, a.s., irrespective of the applicable law of this Agreement, has a national legal obligation within the meaning of Section 2 (1) of Act No. 340/2015 Coll., on special conditions for the entry into force of

certain contracts, publishing and for the Registry of Contracts according to which the entry into force of this Adherence form is subject to prior publication of this Adherence form (with confidential parts blackened out) in the National Contract Registry of the Czech Republic. All Parties hereby acknowledge this publication obligation for OTE and accept that the validity and effectiveness of the Agreement and of this Adherence Form with respect to OTE is subject to fulfilment of the abovementioned publication obligation whereas the validity and effectiveness of this Adherence Form between the other Parties remains unaffected by this condition.

NASDAQ OSLO ASA



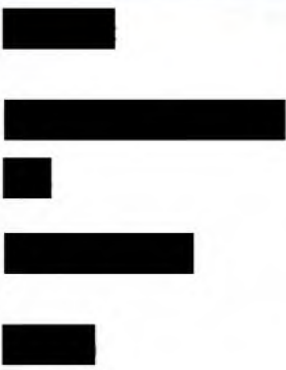

Oslo, 5 March 2019



ATTACHMENT 1 TO THE ADHERENCE FORM – CONTACTS

CONTACTS

1.1 General contact details

BSP REGIONAL ENERGY EXCHANGE LLC		
		
CROATIAN POWER EXCHANGE LTD.		
		
EIRGRID PLC		

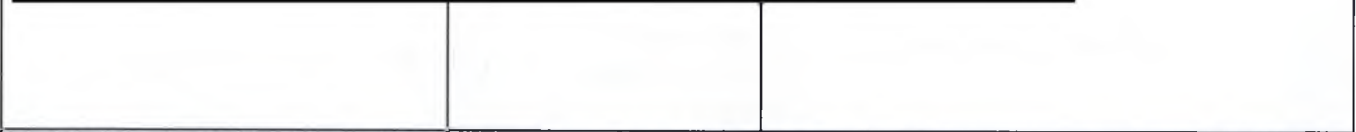
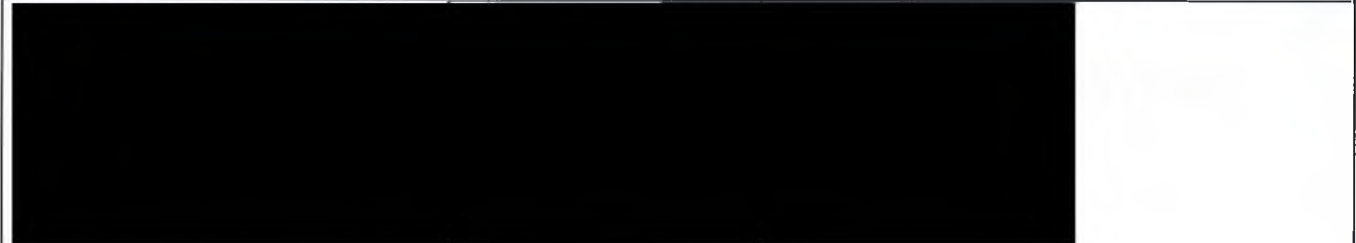
		
EPEX SPOT SE		
		
EXAA ABWICKLUNGSSTELLE FÜR ENERGIEPRODUKTE AG		
		
GESTORE DEI MERCATI ENERGETICI S.P.A.		
		



HUPX HUNGARIAN POWER EXCHANGE PRIVATE COMPANY LIMITED BY SHARES		
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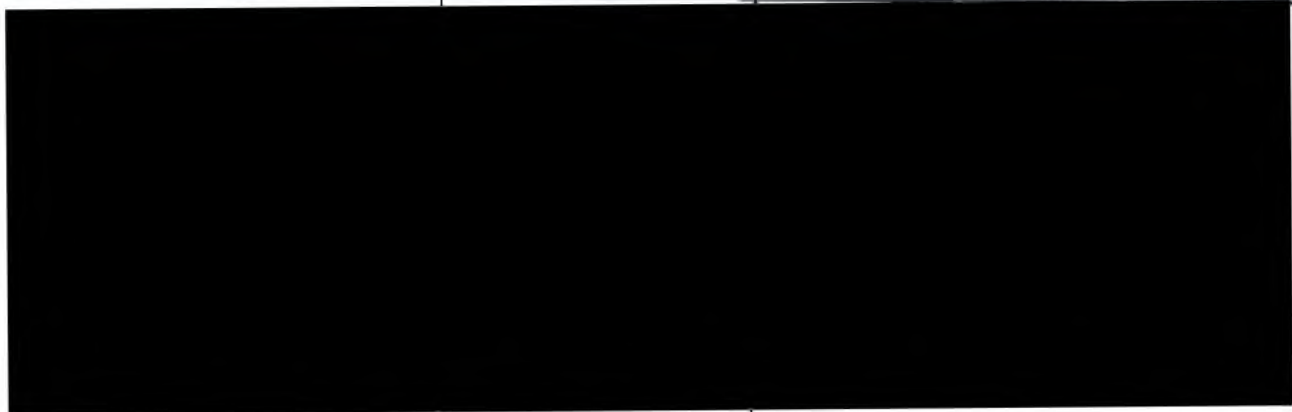
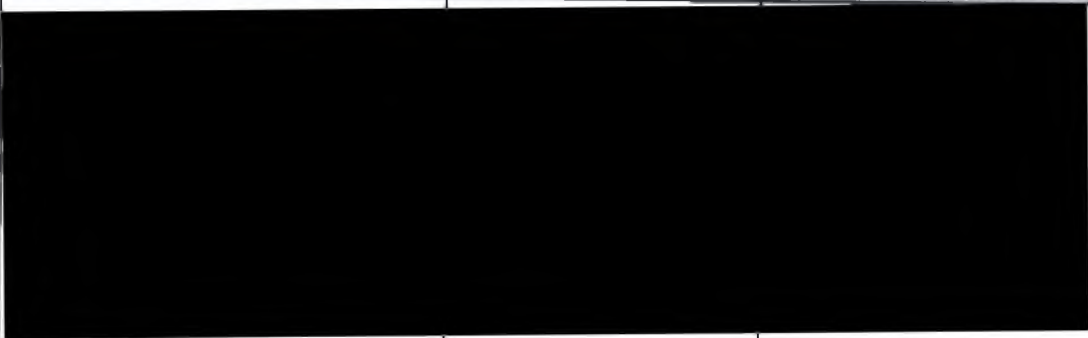

INDEPENDENT BULGARIAN ENERGY EXCHANGE EAD		
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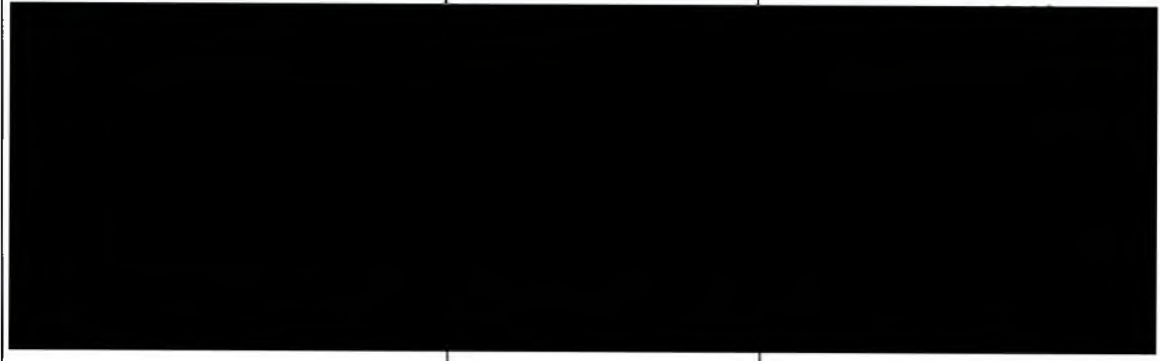


HELLENIC ENERGY EXCHANGE S.A.		
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NORD POOL SA		
		
OKTE, A.S.		
     	   	    
OMI-POLO ESPAÑOL, S.A.		
		

OPERATORUL PIEȚEI DE ENERGIE ELECTRICĂ ȘI DE GAZE NATURALE "OPCOM" SA		
		
OTE, A.S.		
		
SONI LIMITED		
		

TOWAROWA GIEŁDA ENERGII SA		
		

1.2 Invoicing contact details

BSP REGIONAL ENERGY EXCHANGE LLC

[REDACTED]

CROATIAN POWER EXCHANGE Ltd.

[REDACTED]

EirGrid

[REDACTED]

EPEX SPOT SE

[REDACTED]

EXAA ABWICKLUNGSSTELLE FÜR ENERGIEPRODUKTE AG

[REDACTED]

HELLENIC ENERGY EXCHANGE S.A.

[REDACTED]

NORD POOL AS

[REDACTED]

OMI-POLO ESPAÑOL S.A

[REDACTED]

GME

[REDACTED]

HUPX

[REDACTED]

INDEPENDENT BULGARIAN ENERGY EXCHANGE EAD

[REDACTED]

OKTE, A.S.

[REDACTED]

[REDACTED]

OPERATORUL PIETEI DE ENERGIE ELECTRICA SI DE GAZE NATURALE "OPCOM" SA

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

OTE, A.S.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

TGE

[REDACTED]

SONI

[REDACTED]

[REDACTED]

