

ANNEX IX

Confidentiality Declaration for Accession and Standard Adherence Form to the ANDOA

ANNEX IX A)
Form of Confidentiality Declaration

This confidentiality declaration (“Confidentiality Declaration”) is made on [*insert date*] between:

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 (hereafter “**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 (hereafter “**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 (hereafter “**EirGrid**”);
4. **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**”);
5. **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 (hereafter “**EXAA**”);
6. **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 (hereafter “**GME**”);
7. **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 (hereafter “**HUPX**”);
8. **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 (hereafter

“IBEX”);

9. **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”);
10. **European Market Coupling Operator AS**, a company incorporated and existing under the laws of the Kingdom of Norway, having its registered office at Vollsveien 17B, 1366 Lysaker, Norway, registered with the commercial register in Norway n° 984 058 098 (hereafter “EMCO”);
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 (hereafter “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 (hereafter “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 (hereafter “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: xx/xx (hereafter “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 (hereafter “SONI”);
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 (hereafter “TGE”),

17. **NASDAQ OSLO ASA**, a company incorporated and existing under the laws of the Kingdom of Norway with company number whose registered office address is at Karenslyst Allè 53, 0279 , Oslo, Norway (hereafter “**NASDAQ**”)

(each an “**Existing Party**” and together the “**Existing Parties**”); and

18., a company incorporated and existing under the laws of....., with enterprise number, address,(the “**Applicant**”).

WHEREAS:

- A. Pursuant to an agreement made between the Existing Parties dated [*insert date of ANDOA*] (the “**All NEMO Day Ahead Operational Agreement**” or “**ANDOA**”) the terms have been agreed on which the Existing Parties shall cooperate with each other in the performance of certain tasks required of them in their capacity as NEMOs for and in relation to day ahead coupling operations in accordance with the terms of Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management (the “**CACM Regulation**”).
- B. On the....., the Applicant has expressed to the Existing Parties its wish to adhere to the ANDOA.
- C. Bearing in mind that the content of the ANDOA and any information exchanged between the Existing Parties or a subset of them within the context of the ANDOA contains confidential business information, the Existing Parties are willing to provide access to a part of these information provided that confidentiality is sufficiently guaranteed.
- D. According to Article 8 of the ANDOA, the Parties may accept the application of the Applicant provided that it has duly executed a confidentiality declaration which is substantially similar to the template attached as Annex VIII to the ANDOA (the “**Confidentiality Declaration**”).

NOW THEREFORE THE APPLICANT AGREES AND COMMITS TOWARDS THE EXISTING PARTIES AS FOLLOWS:

1. CONFIDENTIAL INFORMATION

1.1 The term “Confidential Information” as used in this Confidentiality Declaration means all information whether or not marked as confidential, directly or indirectly related to the ANDOA, which any Existing Party provide, verbally or in writing or give(s) access to through the Projectplace, to the Applicant for the purpose of the examination and/or deeper

understanding of the documentation in light of the possible adherence to the ANDOA (the **“Permitted Purpose”**). The information (to be strictly interpreted) defined in Article 3 of this Confidentiality Declaration (referred to as the **“Available Information”**) is not to be considered as Confidential Information.

1.2 Confidential Information may only be published after formal approval of all the Existing Parties or in the case of mandatory disclosure for regulatory reasons as set out in Article 3. The published part of the Confidential Information shall therefore be regarded as Available Information from that moment as defined under Article 3, provided the conditions required under this Article 1.2 are met.

2. NON DISCLOSURE OF CONFIDENTIAL INFORMATION

2.1 The Applicant hereby expressly undertakes towards the Existing Parties that it shall:

- a) not disclose, convey or transfer to any person Confidential Information in any form whatsoever without the express, prior written consent (including email) of the relevant Existing Party;
- b) not use the Confidential Information in any way or for any purpose other than the Permitted Purpose unless such other use is previously and specifically authorised in writing (including email) by the relevant Existing Party;
- c) not incorporate Confidential Information into data, documents, databases, or any other support other than as is necessary in connection with the Permitted Purpose unless the relevant Existing Party has given its prior written explicit consent (including e-mail) to such incorporation; should such material necessary for the ANDOA be meant for publication or disclosure, such publication or disclosure shall not be made without the fulfilment of the requirements assessed in Article 1.2;
- d) not copy or reproduce Confidential Information in any form whatsoever except as may be strictly necessary for the Permitted Purpose;
- e) not share nor disclose in any manner whatsoever any Confidential Information with any person or entity (even if such person or entity is an affiliate, holding company or subsidiary of the Applicant), other than the Existing Parties.

2.2 The Applicant furthermore expressly undertakes towards the Existing Parties that it shall:

- a) immediately notify the relevant Existing Party in writing (including email) in the event of any unauthorised use or disclosure of Confidential Information and take all reasonable steps to mitigate any harmful effects such Existing Party may sustain or incur as a result of such a breach of this Confidentiality Declaration;

- b) immediately (and in any event within three days) return or destroy all Confidential Information in any tangible form whatsoever at the first written request of the relevant Existing Party;
- c) indemnify the relevant Existing Party in accordance with this Confidentiality Declaration (see Article 4.3 and Article 4.4. below).

3. AVAILABLE INFORMATION

3.1 Notwithstanding Article 2, the Applicant may disclose Confidential Information it has received:

- a) If it can document by written evidence that the information was known to it prior to the disclosure, through no breach of a confidentiality obligation towards the disclosing Existing Party;
- b) If it can document by written evidence that the Confidential Information has come into the public domain through no fault or negligence of the Applicant;
- c) If, in the event of disclosure by the Applicant to its directors, members of management, officers, employees, (referred to as “**Internal Representative**”), subcontractors, agents, professional advisors, external consultants and insurers and attorneys-at-law (referred to as “**External Representative**”), the following conditions are met:
 - i) the Internal Representative or External Representative has a definite need to know such information for the execution of its assignment which must be related to the Permitted Purpose; and
 - ii) the Internal Representative or an External Representative is informed by the Applicant of the confidential nature of the Confidential Information; and
 - iii) the Internal Representative or an External Representative is bound to respect the confidential nature of the Confidential Information under terms at least equivalent to the terms of this Confidentiality Declaration.
 - iv) For the avoidance of doubt, the Existing Parties confirm that the disclosure of Confidential Information in the circumstances foreseen under paragraph (iii) of this Article does not affect the confidential character of the Confidential Information so exchanged.

- v) The Applicant undertakes to have sufficient procedures and protections in place in order to enforce and maintain confidentiality and prevent any unauthorised use and/or disclosure of such Confidential Information by its Internal Representatives and External Representatives to whom Confidential Information is disclosed. It is understood that the Applicant remains at all times fully liable pursuant to this Article 3 for any breach by its Internal Representative or External Representative.

- d) If the Applicant is requested to disclose all or any part of the Confidential Information pursuant to an applicable law or regulation or pursuant to a valid and effective order issued by a competent court or by a competent regulatory, administrative or other governmental body or if the Applicant considers itself to be under a legal obligation to disclose all or part of the Confidential Information, in which case the Applicant undertakes to:
 - i) immediately and in any case prior to making any disclosure (and to the extent lawful), notify the disclosing Existing Party of the existence, terms and circumstances surrounding such request or legal obligation; and

 - ii) if consistent with the terms assigned by law or public authority to disclose the Confidential Information, consult with the disclosing Existing Party on the advisability of taking available legal steps to resist or narrow such request or legal obligation and/or permit the disclosing Existing Party to take such legal steps itself, and to agree on the content and form of the Confidential Information to be disclosed; and

 - iii) if disclosure of such Confidential Information is required, exercise its best efforts to obtain an order or other reliable assurance, if such order or reliable assurance can be obtained, that confidential treatment shall be accorded to such portion of the Confidential Information to be disclosed. Best efforts shall mean performing its obligation with the degree of diligence, prudence and foresight reasonably and ordinarily exercised by an experienced person engaged in the same line of business under the same circumstances and conditions, without guaranteeing the achievement of a specific result (“middelenverbintenis” / “obligation de moyen”).

4. RESPONSIBILITY

- 4.1** The Applicant acknowledges and agrees that the Existing Parties shall have no liability with respect to the use by the Applicant of any Confidential Information, unless otherwise expressly agreed in a separate written and signed agreement between any one or more of the Existing Parties and the Applicant.

4.2

[REDACTED]

4.3 The Applicant undertakes to hold the Disclosing Party harmless and indemnify it against any third-party claim, including claims of participants to the market operated by the Disclosing Party, directly related to a breach by a Applicant of its obligations under this Confidentiality Declaration.

4.4 The Applicant acknowledges that unauthorised disclosure or use of Confidential Information may cause irreparable harm and significant prejudice to the Disclosing Party. Accordingly, the Applicant agrees that the Disclosing Party may seek immediate injunctive relief to enforce obligations under this Confidentiality Declaration in addition to any other rights and remedies it may have by law or contractual arrangement, to the fullest extent permitted by law.

4.5 The rights a Applicant may have against third parties pursuant to a confidentiality agreement shall in no event affect any Existing Party's right to claim damages under this Article 4 from the Applicant (to the extent that such damages have not yet been recovered by the claiming Existing Party from the third party).

5. INTELLECTUAL PROPERTY RIGHTS (IPR)

5.1 All rights, title and interest in and to the Confidential Information shall be retained by the Disclosing Party/ies.

5.2 This Confidentiality Declaration shall not be construed as granting the Applicant any license right or any other right related to the Confidential Information and its future use, except to the extent as set out in this Confidentiality Declaration or unless such is agreed upon in a separate, written, specific and signed agreement.

6. ENTRY INTO FORCE, TERM AND TERMINATION

- 6.1** This Confidentiality Declaration enters into force as of the date of its signature by the Applicant. With respect to any Applicant to the ANDOA, this Confidentiality Declaration shall enter into force as of the date on which such new party informs in writing (including e-mail) the Applicant of the completion of its adherence to the ANDOA.
- 6.2** This Confidentiality Declaration shall remain in effect towards the Existing Parties for the duration of its adherence process, subject to a maximum period of two (2) years. The Applicant may terminate its adherence process by giving the Existing Parties 14 (fourteen) days' prior written notice. The Existing Parties may terminate the Applicant's adherence process by giving the Applicant 14 (fourteen) days' prior written notice. In the event of expiration or termination by the Applicant of its adherence process, the obligations of confidentiality and restriction of use of the Confidential Information shall survive for the period commencing on the date of such expiration or termination plus ten (10) years.
- 6.3** Upon termination of this Confidentiality Declaration, the Applicant undertakes within eight (8) days following termination of this Confidentiality Declaration:
- a) to return to the Disclosing Party all documents (including copies) and other material (whether in written or other form e.g. computer disks) in its possession, custody or control that bear or incorporate any part of the Confidential Information; or
 - b) to destroy all documents and other material in its possession, custody or control which bear or incorporate any part of the Confidential Information or which are produced by using any part of the Confidential Information (except that a copy may be kept if necessary, for recordkeeping purposes) and to certify to the Disclosing Party that this has been done.

7. APPLICANT STATUS AND ADHERENCE TO THE ANDOA

- 7.1** For the avoidance of doubt, the Applicant agrees that the granting of Applicant status does not constitute adherence to the ANDOA. The adherence to the ANDOA by the Applicant shall require its explicit written consent by signing the Accession Declaration substantially similar to the template provided in Annex IX to the ANDOA. Nothing in this Confidentiality Declaration, nor the exchange of Confidential Information with or use of the Confidential Information by the Applicant shall be deemed to constitute an expression of the adherence to the ANDOA. The Applicant shall agree beforehand with the Existing Parties on any external communication related to such adherence. The Applicant agrees and accepts that it has no decision rights in respect of the ANDOA as long as it has not adhered to the ANDOA.

7.2 Without prejudice to Article 7.1 by signing this Confidentiality Declaration, the Applicant commits to support the ANDOA.

8. MISCELLANEOUS

8.1 Severability. If any term of this Confidentiality Declaration is held by a court of competent jurisdiction to be invalid, unenforceable or otherwise ineffective by operation of law, then this Confidentiality Declaration, including all of the remaining terms, will remain in full force and the Applicant and the Existing Parties shall negotiate in good faith to replace such invalid or unenforceable provision with a provision that corresponds as closely as possible to their intentions.

8.2 Beneficiaries. For the avoidance of doubt the Applicant acknowledges that the commitments hereunder are its binding commitments towards each of the Existing Parties individually and agrees and accepts that the Existing Parties may, individually or collectively, claim performance by the Applicant in compliance with this Confidentiality Declaration.

8.3 Assignment. This Confidentiality Declaration shall protect the Existing Parties and their permitted assignees and successors in interest. An Existing Party may assign its rights hereunder to another third party, provided the Applicant is informed thereof by written notification.

9. DISPUTE PROCEDURE

9.1 In case of a dispute between the Applicant and one or more of the Existing Parties (together the "**Disputing Parties**"), arising out of or in relation with this Confidentiality Declaration, the Applicant undertakes to meet in good faith with the Existing Parties at their first written request to resolve such dispute without recourse to legal proceedings and to achieve a reasonable and fair amicable settlement amongst each other within fourteen (14) days, or within any other timeframe agreed between the Disputing Parties. Should an amicable settlement not be reached within within fourteen (14) days (or within such other timeframe as agreed between the Disputing Parties) , the dispute will be submitted for settlement to the respective Chief Executive Officers of the Disputing Parties or such other person as they may appoint for this purpose.

9.2 If no amicable settlement can be reached by the Chief Executive Officers of the Disputing Parties (or any such other person as they may appoint for this purpose) within fourteen (14) days (or within such other timeframe as agreed between the Disputing Parties) any one or more of the Disputing Parties may refer the dispute to arbitration under the International Chamber of Commerce (hereafter the "ICC") rules, provided that for the

purposes of such arbitration it is agreed that: a) the arbitral tribunal shall have three arbitrators, regardless of the number of the parties involved; b) the place of arbitration shall be Paris and all procedures shall be in English; c) the award of the arbitration will be final and binding upon the Disputing Parties.

- 9.3** Nothing in this Article shall preclude the Disputing Parties from applying for injunctive relief in summary proceedings before any competent court.
- 9.4** This Confidentiality Declaration is governed and shall be construed in accordance with Belgian law.

IN WITNESS WHEREOF the Applicant has caused its duly authorised representative to execute this Confidentiality Declaration in (...) original copies on the date first mentioned above.

[Company name of Applicant] _____ [Name] [Title]

ANNEX IX B)
Form of Accession Declaration

This Accession Declaration is made on [SAME DATE OF THE SIGNATURE] by:

1., a company incorporated and existing under the laws of, with enterprise number, address,, (the “**New Party**”),
towards:
2. **BSP Regional 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, (hereafter “**BSP**”);
3. **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, (hereafter “**CROPEX**”);
4. **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 (hereafter “**EirGrid**”);
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 (hereafter “**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, (hereafter “**GME**”);
8. **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, (hereafter “**HUPX**”);

- 9. 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 (hereafter “**IBEX**”);
- 10. 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, (“**HEEx**”)
- 11. European Market Coupling Operator AS**, a company incorporated and existing under the laws of the Kingdom of Norway, having its registered office at Vollsveien 17B, 1366 Lysaker, Norway, registered with the commercial register in Norway n° 984 058 098 (hereafter “**EMCO**”);
- 12. 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 (hereafter “**OKTE**”);
- 13. 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, (hereafter “**OMIE**”);
- 14. 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 (hereafter “**OPCOM**”);
- 15. 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: xx/xx (hereafter “**OTE**”);
- 16. 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 (hereafter “**SONI**”);
- 17. 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, (hereafter “**TGE**”);

18. NASDAQ OSLO ASA, a company incorporated and existing under the laws of the Kingdom of Norway with company number whose registered office address is at Karenslyst Allè 53, 0279 , Oslo, Norway (hereafter “**NASDAQ**”)

hereinafter individually referred to also as an “**Existing Party**” and collectively as the “**Existing Parties**”.

WHEREAS:

- A. Pursuant to the terms of an initial contract dated [*insert date of ANDOA*], BSP, CROPEX, EirGrid, EPEX SPOT SE, EXAA, GME, HUPX, IBEX, HEnEx, EMCO, OKTE, OMIE, OPCOM, OTE, SONI NASDAQ and TGE have entered into the All NEMO Day Ahead Operational Agreement, hereby enclosed as Attachment 2 (the “**Agreement or ANDOA**”).
- B. On, the New Party has expressed to the Existing Parties its wish to adhere to the Agreement.
- C. On....., the New Party has been provided with a copy of the Agreement by the Secretary of the All NEMO Committee.
- D. According to Article 8 of the Agreement, all Existing Parties accept the adherence to the Agreement of the New Party provided that it has duly executed this Accession Declaration which is substantially similar to the template provided under Annex IX of the Agreement.

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

1. Accession to the ANDOA

- 1.1** The New Party agrees to accede to the Agreement, accepting all the terms and conditions with no exclusion whatsoever.
- 1.2** Pursuant to Article 8 of the Agreement, it is understood that the Existing Parties agree that the accession of the New Party shall be effected immediately upon the execution of this Accession Declaration.

2. Acknowledgement by the New Party

Upon signature of this Accession Declaration, the New Party declares to be fully aware of, all obligations of the Agreement having received by the Parties full and complete access to the relevant documentation.

3. Entry into force and termination

3.1 This Accession Declaration shall enter into force with effect from the date on which all the Existing Parties have duly received the signed Accession Declaration by electronic mail at the relevant e-mail addresses listed in Attachment 1. An original hard copy of this Accession Declaration duly signed by the New Party shall be sent to each of the Existing Parties for record purposes.

3.2 This Accession Declaration is entered into for the duration of the Agreement as set forth under Article 14.2 of the Agreement. For the avoidance of doubt, should the Agreement be earlier terminated, this Accession Declaration shall be terminated accordingly.

4. Miscellaneous

4.1 No provision of this Accession Declaration shall be interpreted adversely against any Existing Party solely because such Existing Party was responsible for drafting that particular provision.

4.2 Any change to this Accession Declaration can only be validly agreed upon in writing, duly signed by the legal representative of the New Party and of all the Existing Parties.

4.3 If one or more of the provisions of this Accession Declaration is declared to be invalid, illegal or unenforceable in any respect under any Applicable 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 Accession Declaration is not affected in any material manner adverse to any Party. In such event, the Parties shall immediately and in good faith negotiate a legally valid replacement provision with the same economic effect.

4.4 The Parties agree that the working language for all notifications and for all matters relating to this Accession Declaration shall be English, to the extent compatible with the applicable provisions of mandatory law, if any. Any term used in this Accession Declaration with capital letter and not otherwise defined herein, shall have the same meaning described to it in the Agreement.

- 4.5** The Attachments and the recitals to this Accession Declaration form an integral part thereof and any reference to this Accession Declaration shall include a reference to the Attachments and vice versa.
- 4.6** In case of contradiction or discrepancy between this Accession Declaration and the Agreement and/or any of its respective Annexes, the precedence shall be as follows:
1. Main text of the Agreement;
 2. Annexes to the Agreement;
 3. Main body of this Accession Declaration;
- 4.7** The New Party may not assign or transfer this Accession Declaration, partially or as a whole.
- 4.8** This Accession Declaration is governed by and construed in accordance 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 Agreement shall be settled in accordance with Article 17 of the Agreement.

Date and Place (same as the one indicated in the heading)

COMPANY NAME

Signature(s)

Name(s)

Title(s)

ATTACHMENT 1
Contact Details of Existing Parties

1. For BSP
2. For CROPEX
3. For EirGrid
4. For EPEX SPOT SE
5. For EXAA
6. For GME
7. For HUPX
8. For IBEX
9. For HEnEx
10. For EMCO
11. For OKTE
12. For OMIE
13. For OPCOM
14. For OTE
15. For SONI
16. For TGE
17. Nasdaq

All NEMO Day Ahead Operational Agreement: execution version 14 March 2019

ATTACHMENT 2

Current in-force Version of All NEMO Day Ahead Operational Agreement