

POWER OF ATTORNEY

BETWEEN THE NEMOS WITH RESPECT TO THE CONTRACT WITH A THIRD-PARTY SERVICE PROVIDER

The present agreement (hereafter "**Agreement**") is entered into by and between:

1. **BSP Energy Exchange LL.C.**, a company duly organized 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**, a company incorporated and existing under the laws of the Kingdom of Norway with company number 984 058 098, having its registered office at Lilleakerveien 2A - 0283 Oslo 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 organized 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 organized 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. **NASDAQ OSLO ASA**, a company incorporated and existing under the laws of Norway, with enterprise number 965 662 952, whose registered office address is Karenslyst Allé 53, 0279 Oslo. (“**NASDAQ**”).
12. **OKTE, a.s.**, a company duly organized 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**”);
13. **Operatorul Pieței de Energie Electrică și de Gaze Naturale “OPCOM” SA**, a company duly organized and existing under the laws of the Republic of Romania, with registered office in Bucharest, 16-18 Hristo Botev Bld., 3rd district, Romania, registered with the National Trade Register Office Bucharest under the number J40/7542/2000, VAT n° 13278352 (“**OPCOM**”);
14. **OTE, a.s.**, a company organized 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: 2/2019, (“**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**");

16. **Towarowa Giełda Energii SA**, a company duly organized 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**"),

collectively referred to as "**Mandating Parties**",

and

17. **OMI Polo Español S.A.**, a company incorporated and existing under the laws of the Kingdom of Spain, having its registered office at Alfonso XI nº 6, 4th floor, 28014 Madrid, Spain, and with the commercial register in Madrid under Section 8, Sheet: 506799 (the "**Contracting Party**")

The Mandating Parties and the Contracting Party collectively referred to as the "**Parties**" and individually each a "**Party**".

WHEREAS:

1. On 15th August 2015 Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management entered into force. Pursuant to article 4.1 of Commission Regulation (EU) 2015/1222 (hereafter the "**CACM Regulation**"), *"Each Member State electrically connected to a bidding zone in another Member State shall ensure that one or more NEMOs ('nominated electricity market operator', entity designated by the competent authority to perform tasks related to single day-ahead or single intraday coupling) are designated by four months after the entry into force of this Regulation to perform the single day-ahead and/or intraday coupling"*.
2. The Parties have been individually designated as NEMOs. The Parties have entered into the Interim NEMO Cooperation Agreement dated 3 March 2016 (hereafter the "**INCA**") with aim of facilitating the necessary cooperation between designated NEMOs with respect to the performance of all common tasks that need to be performed in connection with the CACM Regulation (hereafter the "**NEMO Cooperation**").
3. 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 28 March 2019 at which point it will replace the INCA and the terms of this Agreement will from such date be subject to the terms of the ANCA.

4. On 17th January 2019 the All NEMO Committee (hereafter “Committee”) decided to organize the appointment of a contractor to design and develop a NEMO Committee website. Such appointment will be performed by the Contracting Party subject to the supervision and after decision of the Committee via a procurement procedure (hereafter: the “Procurement”).
5. On 17th January 2019, the Parties – through a decision of the Committee - were authorised to assign to the Contracting Party the role of procuring and contracting the Service Agreement (as defined below), the Contracting Party having been identified as the best qualified Party for the performance of such role. The detailed scope of services and budget of the appointment, as approved by the Committee, is attached to this contract in **Annex 1**.
6. Following the assignment by the Mandating Parties, the Contracting Party shall manage the Procurement in its own name, on its own behalf and on behalf of all the Parties, according to the instructions provided through a decision of the Committee. In particular, as part of its Contracting Party role, the Contracting Party shall:
 - i) formally appoint a website provider (the “Contractor”) subject to a decision of the Committee;
 - ii) pre-finance the costs stemming from such Procurement and from entering into the Service Agreement (as defined below) with the Contractor, it being understood that the Contracting Party will recover from the Mandating Parties (i.e. the other Parties) the other costs not attributable to its share of contribution, consistently with the provisions of the INCA (or, subsequently, the ANCA as appropriate);
 - iii) appoint a procurement manager – following its approval by the Committee - (the “Procurement Manager”) as the internal superintendent of the Procurement and special point of contact for the candidates participating in the Procurement;
 - iv) enter into in its own name, on its own behalf and on behalf of all the other Parties the contract for the design and development of the NEMO Committee website (the “Service Agreement”) with the Contractor. For the avoidance of any doubt, it is understood that the Service Agreement, inter alia, shall be entered into for the benefit of all Parties meaning that each Party shall be entitled to directly request/receive the services of the Contractor consistently with the provisions of the INCA (or, subsequently, the ANCA as appropriate);

- v) act as single point of contact (“SPOC”) for all contractual relations with the Contractor.

7. The Parties therefore now wish to enter into this Agreement for the performance of the activities listed in Recital 6 above.

NOW THEREFORE IT IS DECLARED AND AGREED AS FOLLOWS:

ARTICLE 1. SUBJECT MATTER

1.1 This Agreement acknowledges and sets forth the terms and conditions under which the Contracting Party:

- a. conducts the Procurement; and
- b. is entitled to recover the costs from the Mandating Parties, not attributable to its share of contribution, related to the Procurement and the Service Agreement; and
- c. enters into the Service Agreement with the Contractor.

ARTICLE 2. POWER OF ATTORNEY

2.1 The Mandating Parties hereby formally acknowledge: i) the appointment of the Contracting Party for the Procurement and for entering into the Service Agreement with the Contractor and ii) to such extent, the granting to the Contracting Party of a power of attorney (the “**Power of Attorney**”) to:

- a. conduct the Procurement under the supervision of the Committee and appoint a website provider as Contractor, subject to a Committee’s decision.
- b. appoint a Procurement Manager as internal superintendent of the Procurement and SPOC for all candidates during the Procurement process. However, all instructions and all decisions to be taken towards the candidates and the Contractor shall be decided by the Committee or any other body designated by the latter, consistently with the provisions of the INCA (or, subsequently, the ANCA as appropriate).
- c. enter into the Service Agreement with Contractor in its own name, on its own behalf and on behalf of all other Parties, according to the instructions provided by the Committee. It is understood that the Service Agreement, inter alia, shall be entered into for the benefit of all NEMOs meaning that each NEMO shall be entitled to directly request/receive the services of the Contractor consistently with the provisions of the INCA (or, subsequently, the ANCA as appropriate);

- d. pay for itself and on behalf of the other Parties the Contractor in accordance with the provisions of the Service Agreement and consistently with the provisions of the INCA (or, subsequently, the ANCA as appropriate);
- e. act in its own name, on its own behalf and on behalf of all the other Parties as SPOC for all contractual relations with the Contractor. However, all instructions and all decisions to be taken towards the Contractor in respect of the services to be provided by the Contractor (the “Services”) shall be decided upon by the Committee, or any other body designated by the latter, and communicated by Contracting Party to the Contractor. Decisions of the Committee or of any other body designated by the latter in this respect shall be taken pursuant to the rules set forth in the INCA (or, subsequently, the ANCA as appropriate).

2.2 For the avoidance of doubt:

- a. The Contracting Party will not be entitled to amend, terminate, renew or withdraw from the Procurement or Service Agreement or from any related binding document (including any pre-contractual arrangement related to the Service Agreement) without the prior consent of the Committee;
- b. any decision/approval of the Committee under this Agreement shall be taken pursuant the provisions applicable to the Committee established under the INCA (or, subsequently, the ANCA as appropriate);
- c. any question arising on the interpretation of this Agreement, the Power of Attorney granted under this Agreement and/or the Service Agreement shall be subject to a decision of the Committee or of any other body designated by the latter, consistently with the provisions of the INCA (or, subsequently, the ANCA as appropriate).

ARTICLE 3. OBLIGATIONS OF THE CONTRACTING PARTY

- 3.1** The Contracting Party shall regularly inform the Mandating Parties on the status of the Procurement and shall provide without undue delay the Mandating Parties with any information related to the Procurement which is reasonably necessary for the Mandating Parties to assess the Procurement.
- 3.2** All instructions to the Contracting Party and all decisions to be taken by the Contracting Party in respect of the Procurement (in particular the selection decision) and the Service Agreement shall be subject to prior approval of the Committee or of any other body designated by the latter, consistently with the provisions of the INCA (or, subsequently, the ANCA as appropriate).
- 3.3** Within the context of the Procurement, the relevant Procurement's documentation shall be sent by the Contracting Party to any third party only following the prior written consent (including by e-mail) of the other Parties.
- 3.4** The Service Agreement shall not be entered into by the Contracting Party without the prior approval of the Committee. To this aim the Contracting Party shall regularly inform the Committee on the progress of the negotiations with the Contractor on the Service Agreement as well as provide it with any relevant drafts of such Service Agreement as well as its final version. During negotiations with the Contractor (including in connection with any pre-contractual arrangement related to the Service Agreement), the Contracting Party shall act in accordance with the decisions of the Committee or of any other body designated by the latter.

ARTICLE 4. PAYMENT AND COST RECOVERY

- 4.1** The Contracting Party shall pay the Contractor on behalf of itself and on behalf of the Mandating Parties the amounts due pursuant to the Service Agreement provided that all Parties have approved in written form (including via e-mail) the pro-forma invoices and the related detailed timesheets consistently with the relevant provisions of the INCA (or, subsequently, the ANCA as appropriate).
- 4.2** The amounts due by the Contracting Party to the Contractor on the basis of the Service Agreement as well as any approved cost incurred by the Contracting Party for the performance of this Agreement shall be shared among the Parties consistently with the terms and conditions set out in the INCA (or, subsequently, the ANCA as appropriate).

4.3 For the avoidance of doubt, the Contracting Party agrees not to charge any fee to the Mandating Parties for the execution of its obligations under this Agreement or under the Power of Attorney granted according to this Agreement. It is understood that any cost stemming from the Procurement shall be recovered according to the previous Article 4.2. The gratuity of this Agreement does not decrease the liability of the Contracting Party under the Agreement and/or the Power of Attorney, it being understood that the Contracting Party shall use that same degree of diligence as if the Power of Attorney under this Agreement would have been granted upon payment.

4.4

[REDACTED]

a)

[REDACTED]

b)

[REDACTED]

i)

[REDACTED]



ii)

[REDACTED]

4.5

[REDACTED]

4.6

[REDACTED]

4.7

[REDACTED]

ARTICLE 5. LIABILITY

[REDACTED]

[REDACTED]



ARTICLE 6. ENTRY INTO FORCE AND TERMINATION

6.1 This Agreement shall enter into force according to the following signature process:

- i) each Party shall individually sign one original of this Agreement and send a scanned copy of all pages of the signed original (in a single file PDF format).
- ii) all scanned originals shall be collected by the Chairperson who distributes them (in a single zip file) to all Parties. This Agreement will enter into force on the date on which the scanned signed copies are distributed to all Parties by the Chairperson.
- iii) as soon as possible following the completion of the signature process outlined above, for evidence reasons and without impacting the above-mentioned entry into force, each Party shall send 17 (seventeen) original signatory pages of this Agreement to the Contracting Party. The Contracting Party will then create 17 (seventeen) original hard copies of this Agreement which will be sent to the Parties (one original hard copy for each Party).

6.2 This Agreement is entered into for the duration of the Procurement and the Service Agreement. For the avoidance of doubt, the Contracting Party will not be entitled to amend, terminate or renew the Service Agreement on behalf of the other Parties without the prior approval of the Committee.

6.3 The Parties accept and acknowledge the importance of the legal and regulatory requirements to which the Parties are subject as market operators. Consequently, each Party may request to reasonably amend or, if necessary, and without court intervention, terminate immediately by registered letter the present Agreement and without having to compensate the other Parties for such termination, if a legislative or regulatory text, decree, decision issued by a competent regulatory, administrative or other governmental authority, or an opinion, proposal or demand issued by such regulatory, administrative or other governmental authority, require any such amendment or termination.

6.4 Without any court intervention and without any compensation being due, any Party may, wholly or partly, terminate by registered letter with acknowledgement of receipt this Agreement with immediate effect with respect to any other Party which:

- a) Ceases its business or becomes the object of a liquidation or dissolution;
- b) Is the object of an appointment of a receiver, or admitted in writing its inability to pay its debts generally as they come due (to the extent compatible with applicable law);
- c) In the event of a significant and detrimental change in the legal status, legal structure, the activities and/or the financial situation of such Party, which reasonably leads to the conclusion that the terms and conditions

of this Agreement can or will, in a nearby future, no longer be satisfactorily complied with.

- 6.5 It is understood that if one or more Mandating Parties terminate this Agreement pursuant to Article 6.3 and 6.4, the Agreement will continue to be valid and effective between the Contracting Party and the non-terminating Parties. Upon termination of the Agreement by one or more Mandating Parties, the Contracting Party will be entitled to recover the amounts under Article 4.2 from the terminating Mandating Party(ies) consistently with the relevant provisions of the INCA (or, subsequently, the ANCA as appropriate). Notwithstanding the relevant provisions/rules of the INCA (or, subsequently, the ANCA as appropriate) or any decision of the Committee with respect to the cost recovery from the terminating Mandating Party(ies) of amounts due pursuant to Article 4.2, the Parties agree that the Contracting Party shall be entitled to recover from the terminating Mandating Party(ies) the amounts due for the Services performed by the Contractor up to the date of such termination.
- 6.6 It is understood that the present Agreement shall be terminated with immediate effect in the event of termination of the Service Agreement.

ARTICLE 7. MISCELLANEOUS PROVISIONS

- 7.1 Capitalised terms used in this Agreement, where otherwise undefined herein, shall have the meanings attributed to them in the INCA (or, subsequently, the ANCA as appropriate).
- 7.2 No Party has relied upon any other promise, representation or warranty other than those contained herein, in executing this Agreement.
- 7.3 If one or more of the provisions of this Agreement 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 Agreement 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.
- 7.4 The Parties agree that the working language for all notifications and for all matters relating to this Agreement and to the Power of Attorney granted under this Agreement shall be English, to the extent compatible with the applicable provisions of mandatory law, if any.
- 7.5 Any change to this Agreement or to the Power of Attorney granted under this Agreement can only be validly agreed upon in writing, duly signed by the legal representatives of the Parties.
- 7.6 Each Party acknowledges that the Parties to this Agreement are independent entities and that it will not, except in accordance with this Agreement, represent

itself as an agent or legal representative of the other Party.

- 7.7 No Party may assign or transfer this Agreement, partially or as a whole, unless with the prior explicit written consent of the Parties which will not be unreasonably withheld or delayed.
- 7.8 No agency, partnership or joint venture relationship is created between the Parties as a result of this Agreement.
- 7.9 The Parties shall be responsible for their individual commitments only and do not bear any joint and several liability under this Agreement or the Service Agreement.
- 7.10 The present Agreement, including the Power of Attorney granted under this Agreement, is governed by and construed with Spanish law without regard to the conflict of laws principles of it. Any dispute arising out of or in connection with this Agreement and/or the Power of Attorney shall be settled in accordance with the dispute settlement procedure set forth in the INCA (or, subsequently, the ANCA as appropriate).
- 7.11 The Parties hereby acknowledge that regardless of the governing law of the Agreement, OTE is considered as the obliged person within the meaning of the section 2/1 of Czech Act No. 340/2015 Coll. on Registration of Contracts (the "Act on Registration") and therefore the Agreement shall be published by OTE in the Czech Registry of Contracts pursuant to section 5 of the Act on Registration, according to which this Agreement shall only come into effect in relation to the rights and obligations of OTE subject to the prior publication of the Agreement 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 with respect to OTE is subject to fulfilment of the abovementioned publication obligation whereas the validity and effectiveness of the Agreement between the other Parties remains unaffected by this condition.

In witness thereof, the Parties have caused their duly authorized representatives to execute the present Agreement in 17 (seventeen) original copies. Each Party shall receive an original copy.

BSP Energy Exchange LLC

Name/

Function:

Date: 8.3.2019



BSP Energetska Berza d.o.o.
Dunajska 156, SI-1000 Ljubljana

Signature

CROATIAN POWER EXCHANGE Ltd

Name: [REDACTED]

Function: [REDACTED]

Date: 5-3-2019

Signature [REDACTED]

HRVATSKA BURZA
ELEKTRIČNE ENERGIJE d.o.o.
Zagreb

EirGrid plc

PRESENT WHEN THE COMMON SEAL

Of EIRGRID PLC was affixed hereto

And this deed was delivered:

[Redacted signature]

Director

[Redacted signature]

Secretary



EPEX SPOT SE

Name: [REDACTED]

Function: [REDACTED]

Date: 7 March 2019

Signature:

[REDACTED]

EXAA - Abwicklungsstelle für Energieprodukte AG

Name: [REDACTED]

Function: [REDACTED]

Date:14.03.2019

Signature

[REDACTED]

Name: [REDACTED]

Function: [REDACTED]

Date:14.03.2019

Signature

[REDACTED]

Gestore dei Mercati Energetici S.p.A.

Name: [REDACTED]

Function: [REDACTED]

Date: 18/03/2019

Signature

[REDACTED]

HUPX Hungarian Power Exchange Company Limited by Shares

Name: [REDACTED]

Function: [REDACTED]

Date: 2019 MÁRC 0 4

Signature: [REDACTED]

Name: [REDACTED]

Function: [REDACTED]

2019 MÁRC 0 4

Date: [REDACTED]

Signature: [REDACTED]

Independent Bulgarian Energy Exchange EAD

Name:



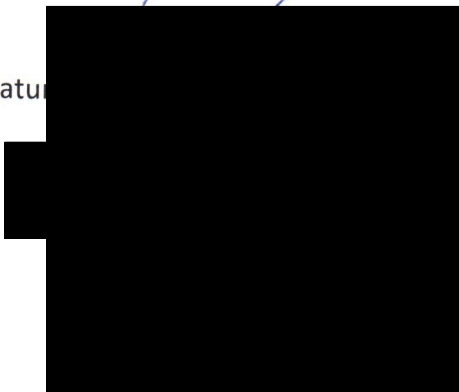
Function:



Date:

22/03/2019

Signature



Hellenic Energy Exchange S.A.

Name: [REDACTED]

Function: [REDACTED]

Date: 05.04.2019

Signature [REDACTED]

HELLENIC ENERGY EXCHANGE S.A.
(HEEx S.A.)
110, ATHINON Ave., 104 42, ATHENS, GREECE
TEL: +302103366400 FAX: +302103366875
TAX Reg. No: 801001623 of Tax Office (DOY) FAE Athinon
GCR No: 146698601000

European Market Coupling Operator AS

Name: [REDACTED]

Function: [REDACTED]

Date: 2019-03-29

Signature

[REDACTED]

Nasdaq Oslo ASA

Name: [REDACTED]

Function: [REDACTED]

Date: 5 March 2019 [REDACTED]

Signature: [REDACTED]

OKTE a.s.

Name: [REDACTED]

Function: [REDACTED]

Date: 19. 03. 2019

Signature [REDACTED]

Name: [REDACTED]

Function: [REDACTED]

Date: 19. 03. 2019

Signature [REDACTED]

OMI Polo Español S.A.

Name: [REDACTED]

Function: [REDACTED]

Date: *March 12nd, 2019*

Signature [REDACTED]

Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" SA

Name:

[REDACTED]

Function:

[REDACTED]

Date:

[REDACTED]

Name:

[REDACTED]

Function:

[REDACTED]

Date:

Sign:

[REDACTED]

OPERATORUL PIEȚEI DE ENERGIE ELECTRICĂ
ȘI DE GAZE NATURALE "OPCOM" S.A.
Nr. 15206
Anul 2019 Luna 03 Ziua 26

[REDACTED]

OPE, a.s.

Name: [REDACTED]

Function: [REDACTED]

Date: 17. 04. 2019

Signature [REDACTED]

Name: [REDACTED]

Function: [REDACTED]

Date: 17. 04. 2019

Signature [REDACTED]

POWER OF ATTORNEY BETWEEN NEMOS WITH RESPECT TO THE CONTRACT WITH A THIRD-PARTY SERVICE PROVIDER

SONI Limited

Executed and delivered as a deed

By **SONI LIMITED** acting

By [Redacted]

[Redacted]

In the presence of:

[Redacted] [Redacted]

Witness Signature:

[Redacted]

Witness Address:

[Redacted]

Witness description:

Towarowa Giełda Energii S.A.

Name: [REDACTED]

Function: [REDACTED]

Date: 16th of April, 2019

Signature: [REDACTED]

Name: [REDACTED]

Function: [REDACTED]

Date: 16th of April, 2019

Signature: [REDACTED]

ANNEX 1

**DETAILED SCOPE OF SERVICES AND BUDGET OF THE APPOINTMENT AS APPROVED BY THE
INC COMMITTEE ON JANUARY 17TH, 2019**

