

Agreement on accession to the Escrow Agreement Deposix ("Accession Agreement")

On the one hand:

- (1) EPEX Spot SE, a European Company (Societas Europaea) organised and existing under the laws of France, having its registered office at 5 Boulevard Montmartre, 75002 Paris, France, and registered with the Commercial Register in Paris under the number 508 010 501 and VAT n° FR 10508010501, hereinafter referred to as "**EPEX Spot**", acting also as legal successor of EPEX Spot Belgium SA as a result of a merger;

and

- (2) European Market Coupling Operator AS (previously Nord Pool AS), a company organised and existing under the laws of Norway, having its registered office at Lilleakerveien 2A, 0283 Oslo, Norway, and registered with the Register of Business Enterprises in Norway under the number 984 058 098 and VAT n° 984 058 098 MVA, hereinafter referred to as "**EMCO**";

and

- (3) OMI, Polo Español, S.A., a company organised and existing under the laws of Spain, having its registered office at Alfonso XI n° 6, 4a planta, 28014 Madrid, Spain, and registered with the Commercial Register in Madrid under section 8, Hoja: M-506799 and VAT n° ESA86025558, hereinafter referred to as "**OMIE**";

and

- (4) Gestore dei Mercati Energetici S.P.A., a company organised and existing under the laws of Italy, having its registered office at Viale Maresciallo Pilsudski 122/124, Rome, Italy, and registered in the Companies' Register of Rome under the number RM 953866, under Italian tax code and VAT n° 06208031002, hereinafter referred to as "**GME**";



each of the parties (1) – (4) hereinafter individually being also referred to as the "**Licensee**" and collectively as the "**Licensees**";

and on the other hand:

- (5) Deposix Software Escrow GmbH, a company organized and existing under the laws of Germany, having its registered office at Innere Wiener Str. 11a, D-81667 München, Germany, and registered in the Commercial Register Handelsregister HRB under the number 142266 and VAT n° DE221510123, hereinafter referred to as "**Deposix**";

and on the other hand:

- (6) Deutsche Börse AG, an Aktiengesellschaft (AG) organized and existing under the laws of Germany, having its registered office at Mergenthalerallee 61 65760 Eschborn, Germany, and registered in the Commercial Register Handelsregister HRB under Nr. 32232 and VAT n° DE 114151950, hereinafter referred the to as "**DBAG**";

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and on the other hand:

- (7) BSP Energy Exchange LL C, a company organised and existing under the laws of Republic of Slovenia, having its registered office at Dunajska cesta 156, 1000 Ljubljana, Slovenia, and registered with the district court of Ljubljana under the number 3327124000 and VAT n° SI37748661, hereinafter referred to as "BSP";

and

- (8) Croatian Power Exchange Ltd., a company organised and existing under the laws of Republic of Croatia, having its registered office at Ulica grada Vukovara 284, 10000 Zagreb, Croatia, and registered with the commercial register at the commercial court of Zagreb under the number 080914267 and VAT n° HR14645347149, hereinafter referred to as "CROPEX";

and

- (9) HUPX Hungarian Power Exchange Company Limited by Shares, a company organised and existing under the laws of Hungary, having its registered office at 1134 Budapest, Dévai u. 26-28, Hungary, and registered with the commercial register of the Budapest metropolitan court under the number 01-10-045666 and VAT n° HU13967808, hereinafter referred to as "HUPX Ltd.";

and

- (10) Independent Bulgarian Energy Exchange, a company organised and existing under the laws of Bulgaria, having its registered office at 19 Kniaz Alexander Dondukov Blvd., 1000, Sofia, Bulgaria, and registered with the commercial register at Bulgarian registry agency under the number 202880940 and VAT n° BG202880940, hereinafter referred to as "IBEX";

and

- (11) Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A., a company organised and existing under the laws of Romania, having its registered office at 16-18 Bd. Hristo Botev, =3rd District, Bucharest, PC.030236, Romania, and registered with the Bucharest Trade Registry under the number J40/7542/2000 and VAT n° RO13278352, hereinafter referred to as "OPCOM";

and

- (12) OTE, a.s., a company organised and existing under the laws of Czech Republic, having its registered office at Sokolovská 192/79, 186 00 Prague, Czech Republic, and registered with the commercial register in municipal court of Prague, Section B 7260 under the number 26463318 and VAT n° CZ26463318, hereinafter referred to as "OTE"; OTE's contract number: 42/18;

and

- (13) Towarowa Gielda Energii S.A., a company organised and existing under the laws of the Republic of Poland, having its registered office at Książęca 4, 00-498 Warszawa, Poland, and registered in the commercial register at National

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Court Register under the number 0000030144 and VAT n° PL5272266714, hereinafter referred to as "TGE";

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

Parties (1) to (4) are also referred to as the "PXs".

Parties (7) to (13) are also individually referred to as a "New PX" and collectively as the "New PXs".

WHEREAS:

- (1) On 1 March 2015 the PXs and DBAG have entered into a license agreement under which DBAG has granted a license for amongst others the XBID Solution (the "License Agreement");
- (2) The XBID Solution's Source Code (including new releases which are to be deposited under Section 10.1 of the XBID-DSA License and necessary information on third party libraries used by the XBID Solution) of the XBID Solution has been deposited with Deposix pursuant to the escrow agreement entered into by the PXs, DBAG and Deposix on 1 March 2015 (the "Escrow Agreement");
- (3) Each New PX has acceded to the License Agreement and now wishes to become a party to the Escrow Agreement under the same rights and conditions as those granted to PXs.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Section 1. Accession to the Escrow Agreement

- 1.1 Each New PX declares to be fully aware of, to acknowledge and to accept the terms and conditions of the Escrow Agreement.
- 1.2 Each New PX hereby expressly accedes to the Escrow Agreement.

As of the date of entry into force of the Accession Agreement, the PXs, DBAG and Deposix hereby accept the accession by each New PX to the Escrow Agreement and accept each New PX as a party to the Escrow Agreement under the same conditions as those granted to the PXs under the Escrow Agreement.

Section 2. Start of the Services

Deposix shall deliver the Services to each New PX as of 1 July 2019.

Section 3. Remuneration of the Services

Each New PX shall pay in accordance with the terms of Section 8 and Appendix G of the Escrow Agreement its individual share in the remuneration to be paid to Deposix for the Services provided by Deposix as of the date mentioned under Section 2 of the Accession Agreement.

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Section 4. Entry into force and termination

The Accession Agreement shall enter into force as of 1 July 2019, provided all Parties have signed it by sending a scan of the signed signatory page of the Accession Agreement to a third coordinating party assigned by the Parties. The third coordinating party will collect all copies of the received signed signatory pages and provide a copy of the Accession Agreement with the copies of the signed signatory pages to the Parties.

For evidence reasons each Party shall also provide the third coordinating party with thirteen (13) original signed signatory pages (one per Party) of the Accession Agreement. The third coordinating party will collect all copies of the original signed signatory pages, compile them with the text of the Accession Agreement and provide each of the Parties one (1) original of the Accession Agreement with the original signed signatory pages, which constitutes valid proof of the Accession Agreement. The foregoing will not impact the date of entry into force of the Accession Agreement.

The Accession Agreement is entered into for the duration of the Escrow Agreement. For the avoidance of any doubt, should the Escrow Agreement be earlier terminated, the Accession Agreement shall be terminated accordingly.

Section 5. Miscellaneous

- 5.1 Capitalized terms not expressly defined herein shall have the meaning set forth in Appendix F to the Escrow Agreement.
- 5.2 If one or more of the provisions of the Accession 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 the Accession 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.
- 5.3 Parties may not assign or transfer the Accession Agreement, partially or as a whole.
- 5.4 The Accession Agreement is governed by and construed in accordance with the laws of Germany.
- 5.5 Any dispute arising out of or in connection with the Accession Agreement shall be settled in accordance with the Escrow Agreement.
- 5.6 The Parties are aware of the fact that OTE, irrespective of the law otherwise applicable to the Accession Agreement, has a national legal obligation within the meaning of Section 2 (1) of the Czech Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the contract publishing and on the register of contracts, as amended (hereinafter the "**Act on Register of Contracts**"), according to which the Accession 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 Accession Agreement with respect to OTE is subject to fulfillment of the abovementioned publication obligation whereas the validity and effectiveness of the Accession Agreement between the other Parties remains unaffected by

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**Accession Agreement to Escrow Agreement Deposix
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this condition. OTE commits to comply with this publication obligation without delay, but within thirty (30) days from the date hereof at the latest, and to inform all Parties, without any delay, about the fulfilment thereof. In case that OTE does not comply with this publication obligation, any other Party is entitled to ensure the publication of the Accession Agreement in accordance with Section 5 (2) of the Act on Register of Contracts.

No Confidential Information shall be disclosed during the course of complying with such publication obligation, including by redacting all such Confidential Information from any materials or documents.

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In witness thereof, the Parties have caused their duly authorised representatives to execute the present Accession Agreement in thirteen (13) original copies and each Party acknowledges having received

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Function:
Signature:

[Redacted]

EX SPOT SE

Name:
Function:
Signature:

[Redacted]

Date:

Date: _____

[Handwritten signature]

14 JUN 2019

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[Redacted]	[Redacted]

Accession Agreement to Escrow Agreement Deposix
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For: EUROPEAN MARKET COUPLING OPER-
ATOR AS

Name: European Market
Coupling Operator AS

Function:

Signature:

[Redacted Signature]

Date: 24.06.19

For: EUROPEAN MARKET COUPLING OPER-
ATOR AS

Name:

Function:

Signature:

Date:

Initial of DBAG	Initial of Depositor
[Redacted]	[Redacted]

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For: OMI, POLO ESPAÑOL, S.A.
Name:
Function:
Signature:

Date:

For: OMI, POLO ESPAÑOL, S.A.
Name:
Function:
Signature:

Date: 13-06-2019

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Accession Agreement to Escrow Agreement Deposix
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For: GESTORE DEI MERCATI ENERGETICI
S.P.A. [REDACTED]
Name: [REDACTED]
Function: [REDACTED]
Signature: [REDACTED]

For: GESTORE DEI MERCATI ENERGETICI
S.P.A.
Name:
Function:
Signature:

Date: 19/06/2019

Date: _____

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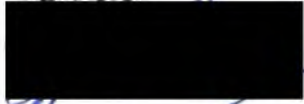
Accession Agreement to Escrow Agreement Deposix
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For: DEPOSIX

Name:

Function:

Signature:



Date:

13.06.2019

Deposix Software Escrow GmbH
Inhard Wiener Str. 11a, 81667 Munich, Germany
Tel. +49 (89) 163 1255-0
www.deposix.de • info@tepcsix.de



For: DEPOSIX

Name:

Function:

Signature:



Date:

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Accession Agreement to Escrow Agreement Deposix
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For: DBAG

Name: [REDACTED]

Function: [REDACTED]

Signature: [REDACTED]

[REDACTED]

Date: 13.06.2019

For: DBAG

Name: [REDACTED]

Function: [REDACTED]

Signature: [REDACTED]

[REDACTED]

Date: 13.06.2019

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For: BSP ENERGY EXCHANGE LL C

For: BSP ENERGY EXCHANGE LL C



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Accession Agreement to Escrow Agreement Deposix
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For: CROATIAN POWER EXCHANGE
Ltd.
Name: [REDACTED]
Function: [REDACTED]
S [REDACTED]

For: CROATIAN POWER EXCHANGE
Ltd.
Name:
Function:
Signature:

5.06.2019.
Date:

Date:

HRVATSKA BURZA
ELEKTRIČNE ENERGIJE d.o.o.
Zagreb

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Escrow Agreement to Escrow Agreement Deposix
Confidential

For: HUPX HUNGARIAN POWER EXCHANGE
COMPANY LIMITED BY SHARES
Name: [REDACTED]
Function: [REDACTED]
Signature: [REDACTED]

For: HUPX HUNGARIAN POWER EXCHANGE
COMPANY LIMITED BY SHARES
Name: [REDACTED]
Function: [REDACTED]

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Accession Agreement to Escrow Agreement Deposix
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For: INDEPENDENT BULGARIAN EN-
ERGY EXCHANGE

Name:
Function:
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For: INDEPENDENT BULGARIAN EN-
ERGY EXCHANGE

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Signature:

Date:

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Accession Agreement to Escrow Agreement Deposix
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For: Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" SA For: Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" SA



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Accession Agreement to Escrow Agreement Deposix
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For: OTE, a.s.

Name: [REDACTED]

Function: [REDACTED]

Signature:

[REDACTED]

Date: 26. 06. 2019

For: OTE, a.s.

Name: [REDACTED]

Function: [REDACTED]

Signature:

[REDACTED]

Date: 26. 06. 2019

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For: TOWAROWA GIELDA ENERGII
S.A.

For: TOWAROWA GIELDA ENERGII
S.A.



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The contact details submitted under this Attachment 1 or other personal data possibly exchanged between the Parties, will be collected and processed by the Parties, also with electronic means, only for the purposes related to the performance of this Accession Agreement.

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[Redacted]	[Redacted]